



Board of Commissioners

Open Meeting

Tuesday, June 24, 2025 at 8:30 AM

Hybrid Meeting

Headquarters - Board Room, 6th Floor

One Metropolitan Square, 211 N. Broadway, Suite 650

St. Louis, Missouri 63102



Board of Commissioners, Open Meeting - June 24, 2025

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Gladney
2. Roll Call	Quorum	M. Bennett
3. Public Comment	Information	Chair Gladney
A. Public Comments as of June 16, 2025 -5		
4. Approval of the Minutes of the April 18, 2025 - Board of Commissioners, Open Meeting	Approval	Chair Gladney
A. Draft Minutes - April 18, 2025 - Board of Commissioners, Open Meeting -8		
5. Report of the President	Information	T. Roach
6. Report of the Operations Committee	Information	Commissioner Moore
A. Draft Minutes - May 22, 2025 - Operations Committee, Open Meeting -14		
7. Report of the Audit, Finance & Administration Committee	Information	Commissioner Jackson- Jennings
A. Draft Minutes - May 22, 2025 - Audit, Finance & Administration Committee, Open Meeting - 27		
8. Report of the Safety & Security Committee	Information	Commissioner Simmons
A. Draft Minutes - May 1, 2025 - Safety & Security Committee, Open Meeting -34		
9. Adjustment of the Consent Agenda	Approval	Chair Gladney
10. Consent Agenda	Approval	Chair Gladney
A. Contract Award – Paratransit Certification and Administrative Services (Resolution #1427)		
1. Briefing Paper - 38		
2. Resolution #1427 - 40		
B. Contract Award: Drug & Alcohol Program Management Software (Resolution #1428)		
1. Briefing Paper - 42		
2. Resolution #1428 - 44		
C. Contract Modification – PACIS, CTS, and CCTV Upgrades – Missouri – Additional Video Message Board Stanchions and CCTV Cameras (Resolution #1429)		
1. Briefing Paper - 46		
2. Resolution #1429 - 48		
D. Contract Modification – Downtown Tunnel Repairs (Resolution #1430)		
1. Briefing Paper - 50		
2. Resolution #1430 - 52		
E. Contract Award - Metro STL Transit Advertising (Resolution #1431)		
1. Briefing Paper - 54		
2. Resolution #1431 - 56		

F. IDOT Agreement for Taxiway Bravo Construction Phase III & IV (Resolution #1432)

1. Briefing Paper - 58
2. Intergovernmental Agreement - 61
3. Project Phasing - 88
4. Resolution #1432 - 89

G. Contract Modification - Employee Medical Testing & Wellness Services (Resolution #1433)

1. Briefing Paper - 92
2. Resolution #1433 - 94

H. Sole Source Contracts for Hardware and Software Maintenance (Resolution #1434)

1. Briefing Paper - 96
2. Resolution #1434 - 98

I. Proposed Board Policy Revisions, Sections 60.040 and 70.010 (Resolution #1435)

1. Briefing Paper - 101
2. Proposed Board Policy Revisions, Sections 60.040 and 70.010 - Redlined - 102
3. Resolution #1435 - 103

J. Contract Award - Voluntary Employee Benefits Insurance Program (Resolution #1436)

1. Briefing Paper - 105
2. Voluntary Benefits Program - Scorecard - 107
3. Resolution #1436 - 114

K. Contract Award - Basic Life/AD&D/Voluntary Life/ Retiree Life/ STD/ LTD (Resolution #1437)

1. Briefing Paper - 116
2. Life & Disability - Scorecard - 118
3. Resolution #1437 - 137

L. Contract Award – Flexible Spending Account (FSA) & COBRA/Retiree Direct Billing and Health Reimbursement Account (HRA) Administration (Resolution #1438)

1. Briefing Paper - 139
2. FSA COBRA Retiree Billing HRA - Scorecard - 141
3. Resolution #1438 - 149

M. St. Louis City Police Contract Extension for MetroLink Police Services (Resolution #1439)

1. Briefing Paper - 151
2. Amendment Three to Police Assistance Services Agreement Between the City of St. Louis Police Division and Bi-State Development Agency - 152
3. Resolution #1439 - 154

11. Contract Modification - Cleaning of Railcars at Missouri & Illinois MetroLink Maintenance Facilities (#1440)

Approval

T. Curran

- A. Briefing Paper - 157
- B. Resolution #1440 - 159

12. Approval of Slate of Officers 2025-2026 Board of Commissioners

Approval

Chair Gladney

- A. Draft Minutes - June 12, 2025 - Nominating Committee, Open Meeting -161

13. Unscheduled Business	Approval	Chair Gladney
14. Operations Report	Information	C. Stewart
A. Operations Update - 163		
B. Workforce Update - 166		
15. Call for the Dates of Future Board & Committee Meetings	Information	M. Bennett
16. Adjournment to Executive Session	Approval	Chair Gladney
<p>If such action is approved by a majority vote of The Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Personnel under §10.080(D)(3); and Auditors under §10.080(D)(10).</p>		
17. Reconvene to Open Session	Approval	Chair Gladney
18. Adjournment	Approval	Chair Gladney

Name: Erinne Haberl
Representing: St. Louis Urbanists
Topic: Loop Trolley needs better communication

Comments:

Yesterday (6/7/25) I put on an event for 20+ people to ride the Loop Trolley, and I was very dissatisfied with our experience. We followed the schedule exactly, and the trolley only showed up for 2 of 6 of the scheduled arrivals.

We were outside the History Museum waiting to board at 11:40, boarded the trolley at 11:45, but by 11:50 the trolley operator told us that after the tornado, she didn't want to take a chance and run the trolley in the rain. It was barely sprinkling outside. So she told us all to get off the trolley. An hour later when I checked to see if the trolley was running again, the trolley was gone, so she must have driven it back to the station. After another hour and another trolley no-show, I called the Loop Trolley number to ask if the trolley would be running, and it told me the number was out of service.

The trolley *was* running at 2:50, so we boarded it and it took us to the University City Public Library, but it didn't come back to pick us up— so we took the MetroLink back. As we were walking back to the History Museum we saw the trolley running again.

So:

noon— sprinkling outside — we got on the trolley and they kicked us off
1 PM— sprinkling outside — no trolley
2 PM — clear weather — no trolley
3 PM— clear weather — we took the trolley
4 PM— going home from the U City Library — no trolley
5 PM— getting off the metrolink— trolley

If it *is* a new policy that the trolley does not run in the rain, even when it's barely sprinkling outside— there needs to be better communication about that. Throughout the day I saw many disappointed passengers standing around waiting and had to tell them what they told me earlier about the trolley not running in the rain, even *if* it was not actually raining and had sprinkled for a few minutes between trolley stops.

Name: Aleck Belcher
Representing: Myself
Topic: Loop Trolley

Comments:

Our transit advocacy group got a little over a dozen people together to ride the Delmar Loop Trolley on 6/7. We were all very excited to showcase this unique piece of transit infrastructure. Everybody boarded, but we were then kicked off and told that the trolley doesn't operate in the rain. I wasn't aware that sprinkling rain counts as inclement weather! Please consider clarifying the loop trolley policy on "inclement weather."

Noon: sprinkling rain, kicked off trolley
1pm: sprinkling rain, no trolley
2pm: clear weather, no trolley
3pm: clear weather, trolley
4pm: clear weather, no trolley

Name: Sarah E Boslaugh
Representing: myself
Topic: no guards at the security gates

Comments:

No guards at the security gates at Delmar near parking lots on Tues. June 10 around 9:10 pm. Call button also did not work.

Name: Matthew Rutledge
Representing: Self
Topic: Fare Gates

Comments:

Hello, I am a frequent MetroLink commuter to my job Downtown. I also use it to get to events and other personal appointments.

I am writing today to comment on the fare gates being installed at stations. I consider the program an abject failure and complete waste of money. I would have provided this feedback sooner, but there was so little public feedback – before BSD spent tens of millions on the program – that I never got a chance.

Per CMT's fare audits, over 90% of riders already paid their fare before the gates were installed. Even if the gates could convince that small percentage of riders to begin buying tickets, the return on investment is so small it will never recoup the cost of installing or maintaining the gates. The whole endeavor is a money pit.

Another goal of the gates is allegedly safety, but that also has limited benefits. It's laughable to think any criminal intent on using the train system as a hunting ground for targets would be deterred by the need to purchase a \$2.50 ticket. Extra cameras and increased security monitoring are great steps to make people safer. The gates certainly do not make me feel any safer.

I have heard speculation that there's a population of people who would begin riding the train if it were just a little safer. If they are the target for the gates, that's a lot of money to spend with no guarantee it will change anyone's mind. MetroLink is already incredibly safe, per NextSTL's January 2022 article, "MetroLink Is Much Safer Than You Think." If BSD really wanted to convert new riders, a communication campaign emphasizing the many benefits of transit, including its safety relative to driving, would have been a much cheaper option. Spending money on gates to chase potential riders who already think the train is unsafe is not a winning strategy. The gates will not win them over. Once again, there is no return on the public money spent here.

I could go on about how ugly the designs are, how poorly thought out the Civic Center gates are, and how embarrassing it is that the gates were installed a year before the payment system. But I think that's been thoroughly covered by others.

As Phase 2 of gate installation wraps up, it seems there is only one responsible use of the remaining public funds slated for fare gates. Wasting more money to install more gates is an indefensible use of BSD resources. Instead, use the money to remove all the gates that have already been installed, and let us all forget this embarrassing ordeal. It will make the rider experience better, and save millions in long-term maintenance. Please don't dig us in further to this hole.

Name: Xandi Barrett

Representing: Self – metro rider

Topic: New fare system

Comments:

The rollout of the new fare boxes on buses continues to be very inconsistent. Sometimes I will be asked to scan my digital pass, sometimes show it to the driver. It is different everytime and everytime I am treated like I am the clueless one. This rollout should be consistent across all buses.

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS MEETING
(Hybrid Meeting)
OPEN SESSION MINUTES
April 18, 2025 at 8:30 AM**

Board Members Participating

Missouri

Sam Gladney, Chair
Andrea Jackson-Jennings, Secretary
Nate Johnson

Illinois

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

Staff Participating

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director Executive Services
Greg Linhares, Chief Legal Counsel
Myra Bennett, Manager of Board Administration
Tammy Fulbright, Executive Vice President and Chief Financial Officer
Charles Stewart, Executive Vice President and Chief Operating Officer Metro Transit
Kevin Scott, General Manager – Security

Others in Attendance

Rachel Koch, ASL Interpreter
Hannah Simpson, ASL Interpreter

1. Open Session Call to Order

8:30 a.m. Chair Gladney called the Open Session of the Bi-State Development Agency, Board of Commissioners 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

8:31 a.m. Chair Gladney stated that the Board is holding in-person public comments at today's meeting. He asked Greg Linhares, Chief Legal Counsel, if anyone had signed up to speak. Being none, Chair Gladney asked Ms. Myra Bennett, Manager of Board Administration, for a summary of written public Comments received. Ms. Bennett noted that the Agency received 17 public comments. She noted that all of the comments were distributed to the Commissioners and staff prior to the meeting, and are included in the online meeting materials. She stated that the comments will also be included in the minutes from today's meeting.

4. Approval of the Minutes of the February 28, 2025, Board of Commissioners, Open Meeting

8:31 a.m. The minutes from the February 28, 2025, Board of Commissioners, Open Meeting, were provided in the meeting materials. A motion to approve the minutes, as presented, was made by Commissioner Golliday and was seconded by Commissioner Simmons.

The motion passed unanimously.

5. Report of the President

8:32 a.m. President and Chief Executive Officer, Taulby Roach, noted that the organization is currently finalizing the FY2026 Budget season, which includes gaining approval from the governing bodies of our partners. He stated that he has added an item to today's agenda, under Item 11. Unscheduled Business, pertaining to approval of Operating Agreements for FY2026 with St. Clair County Transit District, who approved the proposed agreements at Tuesday's meeting. Mr. Roach noted that the agreements are identical to those from FY2025, other than inclusion of a 1.5% increase. He noted that meetings with St. Louis County are going well, and stated that he anticipates approval of the budget by May. Mr. Roach reported that he is meeting with the City of St. Louis, regarding the budget, after today's meeting.

Mr. Roach referenced the public comments submitted for today's meeting, noting that an organization, the St. Louis Urbanists, are not happy with the fare collection process. He noted that the integration of the fare collection process has not been completed, but reported that Kevin Scott and Melissa Webb addressed each of these concerns, and invited everyone to tour the facilities and review the improvements. Commissioner Simmons asked if Mr. Roach could update the Board on the status of the fare collection system. Mr. Roach stated that things are going well, and readers have been installed in the bus fleet. He also noted that the new app can be downloaded; however, staff is currently beta testing the system. Mr. Roach stated that this item will be added to the agenda for the next meeting, and he will ask Tom Curran, Vice President – Administration to give a more complete update regarding the status of the system. Commissioner Simmons stated that a time frame for final implementation of the system would be appreciated, as well.

6. Report of the Operations Committee

8:38 a.m. Commissioner Moore stated that a virtual meeting of the Operations Committee was held on March 21, 2025, at 8:30 a.m., and the draft minutes of that meeting are included in the meeting materials today under Item #6.

The Operations Committee is recommending approval of eight (8) items, which are noted on today's agenda as Consent Agenda, Item #10:

- A. Contract Award - Southwestern Illinois (SWIL) Freight Railroad Network Analysis (Resolution #1414)
- B. Contract Award - Cellular Phone Services (Resolution #1415)
- C. Contract Award - On-Call Public Relations and Media Services (Resolution #1416)
- D. Contract Modification - SCADA System CTC Upgrade (Resolution #1417)
- E. Contract Modification - Public Address Customer Info System (Resolution #1418)

- F. Contract Modification - Testing of Fire Protection System & Fire Extinguishers Maintenance Services (Resolution #1419)
- G. Contract Authorization: Cervello Security Information and Management Solution (Resolution #1420); and
- H. Contract Modification: Microtransit Project Contract Extension (Resolution #1421)

Commissioner Moore stated that the Operations Committee is recommending approval of two (2) additional Consent Agenda items, which were approved at the Committee's March Executive Session meeting, and are noted as Consent Agenda, Item #10:

- K. Cooperation Agreement for the Construction, Operation and Maintenance of the Brickline Greenway (Resolution #1424); and
- L. HB Strategies - Government Consulting Contract (Resolution #1425)

In addition, she noted that, at the March Committee meeting, an Operations Report and a Workforce Update was provided by Chuck Stewart, Executive Vice President and Chief Operating Officer – Metro Transit.

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

8:41 a.m. Commissioner Jackson-Jennings reported that a virtual meeting of the Audit, Finance and Administration Committee was held on March 21, 2025, immediately following the Operations Committee Meeting. The draft minutes of that meeting are included in the meeting materials today under Item #7.

She reported that the AFA Committee is recommending approval of one (1) item, which is noted on today's agenda as Consent Agenda, Item #10:

- I. Contract Award – Stockless Office Supplies (Resolution #1422)
Commissioner Jackson-Jennings also noted that, at the Committee meeting, several informational items were presented, including:

- Pension Plans, 401(k) Retirement Savings Program and OPEB Trust Investment Performance Update as of December 31, 2024
- Financial Statements
- Treasurer's Report, and
- Treasury Safekeeping Report

8. Report of the Safety & Security Committee

8:43 a.m. Chair Simmons stated that a virtual meeting of the Safety & Security Committee was held on March 13, 2025 at 8:30 a.m., and the draft minutes of that meeting are included in the meeting materials today under Item #8. He noted that the Committee is recommending approval of one (1) item, which is noted on today's agenda as Consent Agenda, Item #10:

- J. Threat and Vulnerability Assessment Services (Resolution #1423)

Commissioner Simmons stated that, in addition, at the March Committee meeting, an Update regarding SPP was presented by Kevin Scott, General Manager – Security. He noted that an Executive Session was not held.

9. Adjustment of Consent Agenda

8:44 a.m. Chair Gladney asked if were any adjustments to the Consent Agenda.

10. Consent Agenda Items

8:44 a.m. Consent Agenda Items:

- A. Contract Award - Southwestern Illinois (SWIL) Freight Railroad Network Analysis (Resolution #1414)
- B. Contract Award - Cellular Phone Services (Resolution #1415)
- C. Contract Award - On-Call Public Relations and Media Services (Resolution #1416)
- D. Contract Modification - SCADA System CTC Upgrade (Resolution #1417)
- E. Contract Modification - Public Address Customer Info System (Resolution #1418)
- F. Contract Modification - Testing of Fire Protection System & Fire Extinguishers Maintenance Services (Resolution #1419)
- G. Contract Authorization: Cervello Security Information and Management Solution (Resolution #1420)
- H. Contract Modification: Microtransit Project Contract Extension (Resolution #1421)
- I. Contract Award – Stockless Office Supplies (Resolution #1422)
- J. Threat and Vulnerability Assessment Services (Resolution #1423)
- K. Cooperation Agreement for the Construction, Operation and Maintenance of the Brickline Greenway (Resolution #1424)
- L. HB Strategies - Government Consulting Contract (Resolution #1425)

A motion to approve the Consent Agenda Items, as referenced in the Committee Reports and as outlined on the agenda, was made by Commissioner Johnson and was seconded by Commissioner Golliday.

The motion passed unanimously.

11. Unscheduled Business

8:44 a.m. Chair Gladney noted that there are two items on the agenda under unscheduled business.

Reauthorization of Secondary City of St. Louis Deputy Sheriffs MOU.

8:44 a.m. Chair Gladney asked Chief Legal Counsel, Greg Linhares, for comments. Mr. Linhares noted that, due to the appointment of a new Sherriff for the City of St. Louis, the City has requested that the Agency update the current contract, with a signature from the new Sherriff. He noted that the attached contract is identical to the current contract, and staff is solely requesting reauthorization of the existing contract.

Commissioner Simmons made a motion to approve the reauthorization of contract, as submitted. The motion was seconded by Commissioner Golliday.

The motion passed unanimously.

FY2026 Operating Agreements with St. Clair County Transit District

8:45 a.m. Chair Gladney asked President & CEO, Taulby Roach, for comments. Mr. Roach noted that FY2026 Operating Agreements with the St. Clair County Transit District (SCCTD) were provided this morning, for Board review. He noted that these agreements have been reviewed by both Tammy Parris, Chief Finance Officer, and Greg Linhares, Chief Legal Counsel. Ms. Parris stated that these agreements are identical to the agreements approved for FY2025, with the exception of a 1.5% increase for services. Commissioner Simmons asked if these agreements contain the provision for insurance. It was noted that those provisions were previously approved by the Board, and are included in the contracts. Mr. Roach apologized for the late addition of the item; however, these agreements were approved by SCCTD this week, and he would like to keep the approvals for the Budget on track. Chair Gladney asked if any of the Board of Commissioners need additional time for review of the documents. Mr. Roach noted that staff will need to draft a Resolution approving the contracts, and all of the final documents will be included on the Operations Committee meeting agenda in May, as information for discussion. Commissioner Simmons asked if the Board members could call, should they have questions, and Mr. Roach indicated that the Board should call him, if there are any issues.

Commissioner Simmons made a motion to approve the operating agreements with the St. Clair County Transit District, as submitted. The motion was seconded by Commissioner Johnson.

The motion passed unanimously.

12. Operations Report

8:52 a.m. An Operations Report and a Workforce Update were included in the meeting materials. Charles Stewart, Executive Vice President and Chief Operating Officer, Metro Transit, provided an overview of this information, noting that there was a service change in March, and the next service change is scheduled for June 16th. He stated that, with these changes, over 30 routes will be improved. He also noted the continued need for additional mechanics.

With regard to Call-A-Ride, Mr. Stewart reported a zero-denial rate, and continued upgrades to the software system. He noted the public comment submitted by Robin Wallen, which stated, in part, "I appreciate the promises being kept so far. Kudos to Metro and your amazing team. It has been a tough ride but it is getting better." Mr. Stewart also referenced a memo, included in the public comment materials, from Mr. Raymond Bishop, Chairperson for the Metro Transit Accessibility Advisory Committee.

Mr. Stewart noted that a Community Connect event will be held in May, and a Hiring Event will be held on May 17th. He noted ongoing negotiations with the ATU, with regard to the O&M and Clerical Contracts which expire on June 30th. He also reminded the Board of his upcoming retirement on June 30th. Commissioner Simmons asked the status of the hiring process for filling Mr. Stewart's position. Mr. Roach stated that the process is moving along very well, and he is hoping to provide the Board of Commissioners with an update next week.

13. Call for the Dates for Future Meetings

9:02 a.m. Myra Bennett, Manager of Board Administration, noted the following upcoming meetings:

Safety & Security Committee	Thursday, May 1, 2025	8:30 AM
Operations Committee	Thursday, May 22, 2025	8:30 AM

Audit/Finance/Administration Committee
Board of Commissioners

Thursday, May 22, 2025
Friday, June 20, 2025

Following OPS
8:30 AM

Ms. Bennett noted that, as a reminder, the deadline for filing Personal Financial Disclosure statements with the Missouri Ethics Commission, and for filing Economic Interest Statements with the State of Illinois, is May 1st. She thanked the Commissioners who have already filed and asked that those who have not, do so as soon as possible.

14. 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) (2) – Real Estate; (D) (7) – Purchasing and Contracts; and (D) (10) – Auditors.

9:03 a.m. Chair Gladney noted that the Committee Chairs have submitted written reports, which are included in the Executive Session materials. The only item for consideration for the Executive Session agenda is the Approval of the Minutes of the February 28, 2025, Board of Commissioners, Executive Session, and 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.

Commissioner Johnson made a motion to approve the minutes of the February 28, 2025, Board of Commissioners - Executive Session, as presented, as a closed record. The motion was seconded by Commissioner Simmons.

The poll of the Board being as follows:

Sam Gladney – Yea

Nate Johnson – Yea

Andrea Jackson-Jennings – Yea

Herbert Simmons – Yea

Irma Golliday – Yea

Derrick Cox – Yea

Terry Beach – Yea

Debra Moore – Yea

The motion passed unanimously.

15. Adjournment

9:05 a.m. Chair Gladney asked if there was any further business, and being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Golliday. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 9:05 a.m.

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

**BI-STATE DEVELOPMENT
OPERATIONS COMMITTEE MEETING
OPEN SESSION MINUTES
(Hybrid Meeting)
May 22, 2025
8:30 A.M.**

Operations Committee Members participating via Zoom

Debra Moore, Chair
Derrick Cox – Absent
Irma Golliday – Absent

Other Commissioners participating via Zoom

Andrea Jackson-Jennings
Terry Beach
Herbert Simmons
Nate Johnson – Absent
Sam Gladney

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Jerry Vallely, External Communications Manager
Gregory Linhares, Chief Legal Counsel
Myra Bennett, Manager of Board Administration
Tom Curran, Executive Vice President – Administration
Mary Lamie, Executive Vice President – Multimodal Enterprises
Tammy Parris, Executive Vice President, Chief Financial Officer
Crystal Messner, Chief Audit Executive
Charles Stewart, Executive Vice President/Chief Operating Officer – Metro Transit
John Langa, Vice President – Economic Development
Chris Poehler, Vice President – Capital Programs
Kevin Scott, General Manager – Security
Andrew Ghiassi, General Manager – Safety
Jyotsna Gupta, Vice President – Chief Information Officer
Ted Zimmerman, Vice President – Marketing & Communications
Patti Beck – Senior Director Media & Public Relations

Others participating via Zoom

Rachel Koch, ASL Interpreter
Amy Athy, ASL Interpreter

1. Open Session Call to Order

8:30 a.m. Chair, Debra Moore, 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

8:31 a.m. Chair Moore asked Myra Bennett, Manager of Board Administration, to summarize any speaker cards have been received for today's meeting. Ms. Bennett noted that the Agency received seven (7) public comments and one (1) report for today's meeting. Ms. Bennett stated that all comments were distributed to the Commissioners prior to the meeting, for review. In addition, she noted that the comments, in their entirety, will be provided in the online meeting materials, and will be included in the minutes from today's meeting. *(See comments noted below.)*

Name: Adam Treaster

Representing: Self

Topic: Fare Cards

Comments:

Please make the new fare cards have an interesting design. The existing blue card is one of the ugliest transit cards in the country. The "Gateway Go" cards have a great design. Just reusing that design without the "go" logo would be a tremendous improvement. The Metro and Bi-state logos go on the back side of the card.

Name: Julie Vomund

Representing: Self

Topic: Upgrades

Comments:

I first want to thank Missy Webb and Tom Curran for taking time to meet with me and help me understand some of the infrastructure behind the operations. In meeting with them, I've come to recognize how important feedback is to Bi-State and I've seen Board and committee meetings where I see how you value feedback. I wanted to share some feedback of my own in response to what I have learned in my meetings.

One thing I'd really like to do is increase my ridership on buses. Some of the issues that hold me back right now are payment options and headways. Having a contactless credit card option would be a huge help for me to catch a bus when I see one pull up. I don't always have a pre-purchased ticket ready to go and having a payment option that's as spontaneous as I am would help me increase ridership. I tend to prefer walking over riding the bus because I can arrive at my destination faster unless I time my route and ride times exactly. Addressing payment is only one part of the solution. We simply must find a way to increase the frequency of buses. I worry that so much money has been shifted to fare gates and security that we're forgetting the fundamentals, which is that people must have something to ride. Reliable transportation is the true key to success. I'd really hope to hear more from Bi-State leadership on how they plan to scale up ridership through something, anything, other than fare gates and security. I'm a St. Louis local seeking to give up a car and it will take increased frequency for me to finally take that last step. I hope you'll consider how your average riders would benefit from those headway improvements too.

Name: Adam Rich
Representing: Self
Topic: Contactless Payments

Comments:

Having used contactless payments for transit in many different cities, I think it is a far better and easier to use system than fare cards and paper tickets. The OMNY system in New York is a model to be followed. It also allows for easy fare capping to enable the people who actually use public transit services to not overspend.

Name: Michael Hilzendeger
Representing: Myself
Topic: Metrolink Security Gates

Comments:

I have a semester transit pass through school to use transit. I think it's ridiculous that the new gates aren't compatible with the passes yet. Why should our tax dollars subsidize a security guard to sit there to inspect passes when this could be done automatically if the turnstiles were compatible with the passes? I've nearly missed trains several times because the security guards are on their phone dilly-dallying and not paying attention. It seems like Bi-State Development is more interested in the appearance of security (as turnstiles are not on all gates) rather than functional, accessible transit for all.

Name: Brad Hicks
Representing: Self
Topic: Fare gates and collection

Comments:

The new fare gates are aggressively ugly. They're apparently going to be locking paying riders out of the system, sometime for hours on end, for another year? Because the new fare verification system on the buses doesn't work reliably either, it's actually resulting in a net loss, not gain, in collected fares, because security and the drivers keep having to wave people through. And even when (if?) it ever works, it's still going to be dependent on a buggy smartphone app, instead of a sensible tap-to-pay system like almost literally every city that has ever tried this kind of lockdown.

The installation costs may have been (mostly?) paid for by a private donation, but I guarantee you that the maintenance and operating expenses will cost Metro Transit more than they collect in additional fares. Chasing the last couple of percent of revenue is always counter-productive, always costs more than it raises, and this system doesn't even do it well.

And I defy you to find even ONE person who is now riding Metrobus or Metrolink because these gates make them feel safer. I'd bet good money that you can't. Not even one. People who aren't willing to use public transit will always move the goalposts on you. Because it's easy to find excuses not to do something if you start from a position of not wanting to.

Name: Kate Lovelady
Representing: Myself
Topic: Metrolink gates

Comments:

Please do not lock riders out of the MetroLink system, especially when we already have tickets. I use Metrolink regularly to get to the airport, and I'm now worried I may miss a flight. The gate system doesn't work yet, leave them open. The Metrolink is much less dangerous than the highways, and it's a sad waste of money to add the gates at all, but having gates that don't even work and locking riders out is the worst of all worlds. And aren't there better things employees could be doing than manning gates?

Name: Kyle Guenther
Representing: MetroLink Riders
Topic: Unacceptable Fare Gate Operation

Comments:

After giving the new fare gates installed at my station (Central West End) a period of grace after starting operation, it has become clear that they do not deserve any. These gates are poorly planned executed, with the simple operation of automatically opening when presented with a ticket a year or more away. These shortcomings put the seemingly stretched thin Metro security personnel at the responsibility of a person's daily commute, and not to fault their hard work in the elements, they are often distracted, not near the gates, or missing entirely. This is not to mention the poorly and cheaply designed gates themselves that create convoluted, visually unappealing, borderline inaccessible, and frankly penal experiences at the stations they've been installed at. The situation that has been cobbled together especially at Civic Center station is egregious from a public infrastructure standpoint. No serious transit agency would have such an important station be so unplanned and inefficient. I moved to this city and chose where I lived based off of my desire to use the MetroLink system and have enjoyed its ease of use until now, when people who clearly have no idea what it's like to use the system have inserted their misled rhetoric to the detriment of a potentially great transit system and city.

Dear Commissioners,

Please see the message below from Raymond Bishop, Chairperson of the Metro Transit Accessibility Advisory Committee (MTAAC).

“The [Metro Transit Accessibility Advisory Committee](#) had their fourth meeting on Friday, May 16th. Four members of the public were in attendance in addition to 11 committee members and 2 Metro staff. Jason Powell, System Safety and Security Infrastructure Coordinator, provided updates about the environment surrounding the Transit Access Center (TAC), near 8th and Pine, in response to the Committee’s concerns. The committee has formed subcommittees to focus on 2 priority areas-training and accessibility. In addition, a 3rd subcommittee will serve by hearing appeals to ADA Paratransit Eligibility determinations and No-Show Suspensions for Call-A-Ride. The Committee discussed and suggested data points and topics for which they would like to receive updates from the ADA Coordinator. Our committee is pleased to collaborate with our community and share information with them and with Metro.”

Information about the committee, including meeting dates, materials, and Committee person biographies can be accessed at [Metro Transit Accessibility Advisory Committee | Metro Transit – Saint Louis](#). The mission of Metro Transit Accessibility Advisory Committee is to cultivate accessibility, usability, and inclusion through effective relationships between people with all abilities and Metro.

The Committee can be reached by email at STLMetroTAAC@MetroStLouis.org.

Thank you,

Amy Parker,
Director, ADA Services--ADA Coordinator

-
4. **Approval of the Minutes of the March 21, 2025 - Operations Committee, Open Meeting 8:31 a.m.** The minutes of the March 21, 2025, Operations Committee, Open Meeting, were provided in the Committee meeting materials for review. A motion to approve the minutes was made by Commissioner Jackson-Jennings and seconded by Commissioner Beach.

The motion passed unanimously.

President and CEO, Taulby Roach addresses the Committee regarding the recent weather incidents. Mr. Roach stated that the region has been devastated by the recent tornadoes. He stated he is very proud of the Metro staff who have went above and beyond in their response. He noted that the Agency has been partnering with the Red Cross and with the City of St. Louis, and have been shuttling individuals to shelters. Mr. Roach also noted that the Agency has an internal “Helping Hands” fund, supported solely by employee, voluntary contributions, to assist any fellow employees who have been negatively impacted by the recent weather events. He noted that the Agency has also been collecting clothing, shoes, and toiletries at the various facilities to assist the community. Mr. Roach stated that this is what we do; public service and helping people.

Mr. Roach stated that, at Call-A-Ride, had operators such as Kamisha Rice, Jermaine Beard, Orvell Dees, and Shaun Murray, while in the midst of a tornado, still navigated a very difficult situation with trees in roads, and getting out to help individuals move limbs and keeping people calm.

He noted control center operator, Greg Millender, who was at an APTA conference in Washington DC on Friday, but came in as soon as he returned to St. Louis and worked until 11:00 pm that night to make sure things were working.

Mr. Roach recognized the right of way operating group, led by Jerry Bochantin, and team leaders, Les Pinion, Bill Phillips, Luke Zimmer, Rick Chausse, Brian Sellers, and Joni Korte. He stated that these are electricians who showed up in the middle of the night, for a very dangerous job, and worked around the clock, through the weekend, and into Monday, splicing wires and working to repair broken catenaries. He stated that he is very proud that we were able to return to service so quickly.

Mr. Roach acknowledged service area managers, Terry Fondren and Tamiaka Lewis, who worked until 2:00 a.m. He also noted that vehicle maintenance stepped up, led by Rodney Moore and Darrel Sterling, making sure that the rolling stock was still going out. He noted that Brian Bowers, vehicle maintenance, came in on his day off to make sure that one of our light rail vehicles, which was currently out of operation, could go out.

Mr. Roach stated that he has not included everyone on this list, but wanted to highlight some of the employees who make him proud to lead this organization. He stated that everyone should be proud of these employees for their passion in serving the community. This is what we do.

Chair Moore stated that she appreciates everyone who contributed.

5. Contract Award – Paratransit Certification and Administrative Services

8:40 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, an authorization for the President and CEO to enter into contract for three (3) base years and two (2) one-year option periods for Paratransit Certification and Administrative Services with MTM Transit, LLC, in the amount not-to-exceed \$4,428,427.91, dependent on successful negotiation of final contract terms. Tom Curran, Executive Vice President – Administration, gave an overview of this item noting that, on March 12, 2025, Bi-State Development (BSD) issued solicitation 25-RFP-614445-CG - Paratransit Certification and Administrative Services, and in response to the solicitation, one (1) sealed proposal was received from the incumbent provider, MTM Transit, LLC. He reported that the technical proposal was forwarded to the evaluation team, composed of staff from ADA Services, Paratransit (Call-A-Ride), Planning, and Metro Service Performance departments for review, and the evaluation team determined that MTM Transit, LLC's proposal was responsive and met the requirements as set forth in the solicitation, and the proposal includes enhancements to services received under the current contract, intended to enhance efficiency and return on BSD's investment. Mr. Curran noted that these enhancements include cross-training for contracted staff, a shift towards the important concept of mobility management (educating our customers as to the accessibility embedded in all of our service modes), increasing awareness of travel training, and potential implementation of a tethering and marking program to facilitate more efficient and consistent securement of mobility devices on all of our transit modes. Commissioner Moore posed questions regarding the length of the contract. Mr. Curran noted that the contract includes three (3) base years, and two (2) one-year option period, for a total of five (5) years. Commissioner Simmons asked if there has been a price increase since the previous contract period. Mr. Curran stated that he does not have that information at this time, but asked Amy Parker, Director of ADA Services to gather that information for the Committee. (At approximately 9:11 a.m., Mr. Curran reported that Ms. Parker has indicated that the cost

represents a 6% increase, annually. Commissioner Simmons asked that this information be provided for the Committee for any existing contracts in the future.)

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

The motion passed unanimously.

6. Contract Award: Drug & Alcohol Program Management Software

8:44 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 approval, authorization for the President and CEO to enter into a three-year contract for Drug & Alcohol Program Management Software with Nexus Software Systems, in the not-to-exceed amount of \$408,000.00. Tom Curran, Executive Vice President – Administration, gave an overview of this item noting that on February 14, 2025, solicitation 25-RFP-599380-TJL - Drug & Alcohol Program Management Software was issued, and in response to the solicitation, one (1) proposal was received from Nexus Software Systems, and the proposal was made available to the Evaluation Committee for review. Commissioner Simmons asked the difference in cost, compared to the previous contract. Mr. Curran noted that this will be a new contract; therefore, there is no previous contract for comparison.

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

The motion passed unanimously.

7. Contract Modification - Cleaning of Railcars at Missouri & Illinois MetroLink Maintenance Facilities

8:47 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to execute a contract modification with MERS Goodwill, to adjust the railcar cleaning contract completion date to July 31, 2025, and to add additional funds in the amount of \$300,000, for a total contract not-to-exceed amount of \$3,360,000.00. Tom Curran, Executive Vice President – Administration, gave an overview of this item noting that on March 21, 2025, Bi-State Development issued solicitation 25-RFP-612430-TJ – Missouri and Illinois Rail Car Cleaning. Proposals submitted in response to this solicitation are being evaluated; therefore, a contract modification is required to extend the contract completion date to July 31, 2025 and to add additional funds in the amount of \$300,000 to maintain railcar cleaning services until the new contract has been awarded.

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

The motion passed.

8. Contract Modification – PACIS, CTS, and CCTV Upgrades – Missouri – Additional Video Message Board Stanchions and CCTV Cameras

8:50 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 approval, a

recommendation to authorize the President & CEO to execute a contract modification with TGB, Inc., in the amount \$129,113.02, and increase the total not to exceed amount to \$5,868,840.00, which includes 10% contingency for the proposed change. Jyotsna Gupta, Vice President and Chief Information Officer, Information Technology, gave an overview of this item. She noted that Public Address Customer Information (PACIS), Communication Transmission (CTS), and Closed-Circuit Television (CCTV) System Upgrades – Missouri Project replaces obsolete PACIS equipment (station controllers, LED Message Boards, speakers, amplifiers, and cabling) at all twenty-seven (27) MetroLink Stations in Missouri. Improvements include new LED video message boards displaying three rows of text for Red Line Train Arrivals, Blue Line Train Arrivals, and Date/Time/Ad Hoc messages; enhanced audio voice quality, improved circuit distribution for sustained audio coverage, and Real Time Vehicle Location GPS data points for asset management and scheduling. Ms. Gupta noted that the contract was awarded to TGB, Inc. as a result of a competitive procurement process for a not-to-exceed amount of \$5,497,500, with an approximate 19-month performance period; however, additional Video Message Board Stanchions and CCTV Cameras are necessary as a result of adjacent project developments (Downtown Station Enhancements and Secure Platforms Projects). She stated that, in response and coordination with Metro Public Safety and MarCom Departments, the PACIS Project initiated drawing revisions and performed physical site inspections. The Engineer of Record modified conformed drawings, and TGB, Inc. submitted a cost proposal in the amount of \$129,113.02, which is less than the Independent Cost Estimate (\$156,616.00) and is considered fair and reasonable. She noted that the performance period remains unchanged.

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

The motion passed unanimously.

9. Contract Modification – Downtown Tunnel Repairs

8:53 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President and CEO to execute contract modifications to the Downtown Tunnel Repair contract with Kozeny-Wagner, Inc., to add additional funds to cover the cost associated with these modifications, which will increase the not-to-exceed total contract amount to \$5,037,162.40. Christopher Poehler, Vice President – Capital Programs, gave an overview of this item. He noted that, on January 14, 2022, Bi-State Development received a sealed bid, from Kozeny-Wagner, in response to Solicitation Number 22-SB-277987-DGR - Downtown Tunnel Repairs, and on May 9, 2022, Board of Commissioners approval was obtained in the amount of \$4,377,659.00, which included a 10% contingency. He reported that, since that time, a total of five (5) contract modifications have been negotiated, as outlined in the Briefing Paper, and staff is currently requesting approval for Contract Modifications No. 4 and No. 5. Mr. Poehler noted that these contract modifications include additional signage required by the Fire Department, in the event of a fire in the tunnel, and a re-design that was necessary, due to a change in the dimensions of the new vehicles. Commissioner Moore asked if the Agency was aware of the dimensions, prior to ordering of the trains. Mr. Poehler noted that the dimensions were changed, after the design process had begun. Commissioner Simmons posed questions regarding the time frame for completion of the project. Mr. Poehler noted that there is some uncertainty regarding the completion date, as the Agency will need to single track during the project, and there will be limited timeframe windows in which the work can be performed.

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

The motion passed unanimously.

10. Contract Award - Metro STL Transit Advertising

8:57 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President and CEO to enter into a five-year contract with the highest-ranking firm, Adspouse, Inc., for Metro STL advertising services. Ted Zimmerman, Vice President – Marketing & Communications, gave an overview of this item, noting that this is a revenue generating item, and that the current contract is held by Vector Media. He reported that, on January 21, 2025, Bi-State Development (BSD) issued solicitation 25-RFP-603457-MD Metro STL Transit Advertising, and the objectives in the RFP included revenue in the form of a minimum guaranteed dollar amount, which increases annually or by a percentage of gross advertising sales revenues, whichever is greater. He stated that four (4) proposals were received, reviewed and forwarded to the evaluation team, which consisted of individuals within Metro Transit and the Marketing Department, and upon completion of the individual scoring, the cost proposals were reviewed and evaluated, and it was determined that Adspouse, Inc. was the highest-ranking firm, whose proposal is most advantageous to BSD, for Metro STL advertising services. It was noted that this contract will consist of a three-year period, with two option years. Commissioner Moore asked if the Agency will conduct an assessment as to the performance, after the initial three-year contract period, and Mr. Zimmerman confirmed that an assessment will be conducted that that point.

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

The motion passed.

11. IDOT Agreement for Taxiway Bravo Construction Phase III & IV

9:01 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, an authorization for the President and CEO to enter into an intergovernmental agreement with the Illinois Department of Transportation for the third and fourth phase of construction of the Taxiway Bravo reconstruction project at the St. Louis Downtown Airport. Mary Lamie, Executive Vice President of Multimodal Enterprises, gave an overview of this item. She noted that although the intergovernmental agreement for Phase III of this project was previously presented to the Operations Committee at the August 16, 2024 committee meeting, and adopted by the Board of Commissioners at the September 19, 2024 meeting, the agreement is being reintroduced to the Committee and Board, as the construction contract was not executed between IDOT and the low bidder within the initial timeframe. She noted that, because of the delay of Phase III, and timing of the following phase IV, the decision was made to combine the two phases into a single bid, to attract additional bidders, increase efficiency, and reduce costs. Ms. Lamie noted that the Phase III portion of the project is funded 90% by the FAA, 5% by IDOT, and 5% by the airport, and that the Phase IV portion of the project is funded at 95% by the FAA, 2.5% by IDOT, and 2.5% by the airport fund.

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

The motion passed unanimously.

12. Contract Award – Tree Maintenance Service – MetroLink Right-of-Way

9:04 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a recommendation that the President and CEO be authorized to enter into a five-year contract with Happy Tree Maintenance Services, for tree maintenance services along the MetroLink Right-of-Way, in an amount not-to-exceed \$1,870,000.00. Tom Curran, Executive Vice President – Administration, provided an overview of this item, noting that on April 2, 2025, Bi-State Development (BSD) issued solicitation 25-SB-617438-GG – Tree Maintenance Services-MetroLink Right-of Way for on-call as needed services, and in response to the solicitation, one (1) bid was received, which included detailed pricing based on Time & Materials and Labor Hours. It was noted that as the incumbent, Happy Tree Maintenance Services has a proven track record with BSD, ensuring minimal transition risk and consistent service quality. Commissioner Moore stated that she has had a conversation with President and CEO, Taulby Roach, regarding this item, and voiced concerns that the solicitation could have been advertised in a better manner. She also voiced concerns regarding the length of the contract (five-year contract). Mr. Roach stated that he has had a conversation with Andrew Ghiassi, General Manager – Safety, regarding these issues. He noted that Ken Sharkey, St. Clair County Transit District, is also concerned regarding tree strikes. Mr. Roach stated that staff can look into this item further and can look at other options regarding advertising.

A motion to table this agenda item, until more information is presented, was made by Commissioner Simmons and was seconded by Commissioner Beach.

The motion passed unanimously.

13. Contract Modification - Employee Medical Testing & Wellness Services

9:12 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a recommendation that the President and CEO be authorized to execute a contract modification with BarnesCare, Inc., for Occupational Medicine for employee medical testing and wellness services, in the amount of \$1,500,000.00, increasing the not-to-exceed amount to \$3,013,655.00. Tom Curran, Executive Vice President – Administration, and Andrew Ghiassi, General Manager – Safety, provided an overview of this item. Mr. Curran noted that, on May 1, 2021, Bi-State Development (BSD) entered into a contract with BarnesCare, Inc. to provide the required services for Occupational Medicine in the amount of \$1,513,655.00 for a performance period of three (3) base years and two (2) option years. He reported that, beginning in November 2021, BSD initiated monthly job fairs in response to the demand for Mechanics, Bus Operators, and Van Operators. Job fairs were not incorporated into the Barnes Care contract's cost estimates at the time of its initiation. Mr. Curran stated that the job fairs resulted in a substantial increase in costs associated with occupational medicine due to the significant increase in Pre-employment Drug and Alcohol Testing, Essential Functions Testing, DOT Medical Certifications, and conducting all of these on-site for ranges of 40 – 150 candidates per event. He added that the rise in expenditures is also being driven by the increased volume of random testing and post-accident testing, which are associated with the growth of the workforce, as a result of job fairs.

Commissioner Simmons asked how many candidates were tested, per event. Mr. Curran stated that it ranged from 40-150 candidates, per event. Mr. Simmons stated that he had attended several of these hiring events, and that number seems high. He asked that the Board receive additional data regarding this. President and CEO Roach stated that the hiring events were set up in such a way that all pre-employment screening could be performed on-site, which necessitated BJC to be present monthly. Commissioner Moore asked for clarification of the requested dollar amount. Mr. Ghiassi noted that the requested amount includes projected future testing, as well as testing that has already been completed. Commissioner Moore asked if that number could be lower than projected, and Mr. Ghiassi noted that it could be less than projected.

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

Commissioner Simmons voted nay. The motion passed.

14. St. Clair County Operating Agreements - Follow-up

9:18 a.m. Information was included in the meeting materials, presenting to the Operations Committee, for discussion, the executed operating agreements with St. Clair County, which were previously approved at the March 2025, Board of Commissioners meeting. Greg Linhares, Chief Legal Counsel, provided an overview of this item, noting that this information is being presented solely as follow-up from the previous meeting, and is presented as information only.

15. Fare Collection Program Update

9:19 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee an update regarding the status of implementation of the new Fare Collection Program. Tom Curran, Executive Vice President – Administration, provided an overview of this item. He noted that the Fare Collection Program consists of three major revenue collection components: 1) validators for MetroBus and MetroLink, 2) ticket vending machines (TVMs), and 3) bus fareboxes. He stated that the Board of Commissioners approved a contract with Masabi for provision of new validators for buses and MetroLink platforms on February 17, 2023, and this contract includes a back-office system that will tie the components of the Fare Collection Program together. Mr. Curran reported that a contract was executed with Indra USA for provision of new TVMs on December 21, 2023, following the Board of Commissioners' approval in November; and a Request for Proposals for new bus fareboxes was published on December 27, 2024. He reported that four (4) proposals have been received and are being evaluated for presentation to the Operations Committee in August 2025. Mr. Curran provided an update regarding implementation of each of the components of the system, noting that the Fare Collection Project's completion goal is January 2026. Commissioner Simmons posed questions regarding the project's completion date. Mr. Curran stated that the goal is January 2026; however, there is a possibility that this could be delayed, dependent upon the weather.

This information was presented as information only.

16. Unscheduled Business

9:23 a.m. There was no unscheduled business.

17. Operations Report

9:23 a.m. An operations report for Metro Transit was included in the Committee packet. Chuck Stewart, Executive Vice President and Chief Operation Officer – Metro Transit, provided a

summary of the report for the Committee. He provided an update regarding Call-A-Ride, noting that the service has improved immensely, and noting the improved technology that is now available. Mr. Stewart stated that Metro has a bright future, with the implementation of the Secure Platforms Program, and reported that the new light rail vehicle has been ordered. He noted that contract negotiations are ongoing with the ATU, and are hoping to make an offer by June 2, 2025. Chair Gladney thanked Mr. Stewart for his report, and asked if there will be legal review of the labor contracts. Mr. Stewart indicated that they would be reviewed by legal. Chair Gladney stated that, with regard to implementation of the fare collection system, please make the Board aware of any issues, as the Agency has made promises that this will be operational by January 2026. Commissioner Simmons expressed the same concerns. Tom Curran, Executive Vice President – Administration, stated that he will be providing updates at each meeting, moving forward. Commissioner Moore stated that she would like to see increased communication with the customers regarding this project. President and CEO Roach stated that there are key differences between the SPP project and the implementation of the fare collection system; however, customers view these as one project. He stated that the Agency will be more proactive in its messaging to the public. Commissioner Simmons asked for a brief update on the SPP project, and Kevin Scott, General Manager – Security provided a brief update, noting that the infrastructure is fully operational at eleven (11) locations, with the exception of the validators, which have not been installed at this point. He also noted that the Agency has experienced no issues with the operation of the gates, even during the recent weather events, and noted that the gates can be controlled from the command center. Commissioner Simmons asked for an update regarding staffing. Mr. Scott stated that staffing is not an issue. He stated that there has been a learning curve; however, the plan has been effective up to this point. He noted a fifty percent (50%) reduction in incidents, stating that in the past, there were 14 incidents per 100,000 boardings, and that number has dropped to 7 incidents per 100,000 boardings. Commissioner Simmons thanked Mr. Scott for the update.

18. President/CEO Report

9:39 a.m. Bi-State Development President/CEO Taulby Roach stated he has no report, at this time.

19. Call of Dates for Future Board and Committee Meetings

9:39 a.m. Myra Bennett, Manager of Board Administration, advised the Board of Commissioners of the following upcoming meetings:

Board of Commissioners Meeting	Friday, June 20, 2025	8:30 AM
Safety & Security Committee Meeting	Thursday, August 7, 2025	8:30 AM
Operations Committee Meeting	Friday, August 15, 2025	8:30 AM
Audit, Finance & Administration Committee	Friday, August 15, 2025	Following OPS

20. 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.

9:41 a.m. Chair Moore noted that the only item for consideration for the Executive Session agenda is the Approval of the Minutes of the March 21, 2025, Operations Committee, Executive Session, and 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.

Commissioner Beach made a motion to approve the minutes of the March 21, 2025, Operations Committee, Executive Session, as presented, as a closed record. The motion was seconded by Commissioner Simmons.

The poll of the Board being as follows:

Sam Gladney – Yea

Andrea Jackson-Jennings – Yea

Herbert Simmons – Yea

Terry Beach – Yea

Debra Moore – Yea

The motion passed unanimously.

21. Adjournment

9:42 a.m. Chair Moore asked if there was any further business, and being none, Commissioner Beach 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 9:43 a.m.

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

BI-STATE DEVELOPMENT
AUDIT, FINANCE & ADMINISTRATION COMMITTEE MEETING
OPEN SESSION MINUTES
(Hybrid Meeting)
May 22, 2025
Immediately following Operations Committee Meeting

Audit, Finance & Administration Committee Members participating via Zoom

Andrea Jackson-Jennings
Terry Beach
Herbert Simmons
Nate Johnson – Absent
Sam Gladney

Other Commissioners participating via Zoom

Debra Moore, Chair
Derrick Cox – Absent
Irma Golliday – Absent

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Jerry Vallely, External Communications Manager
Greg Linhares, Chief Legal Counsel
Myra Bennett, Manager of Board Administration
Tammy Parris, Executive Vice President, Chief Financial Officer
Crystal Messner, Chief Audit Executive
Charles Stewart, Executive Vice President and Chief Operating Officer – Metro Transit
Anita Dunn, Health & Welfare Plan Manager
Ted Zimmerman, Vice President – Marketing & Communications
Patti Beck – Senior Director Media & Public Relations

Others participating via Zoom

Rachel Koch, ASL Interpreter
Amy Athy, ASL Interpreter

- 1. Open Session Call to Order**
9:43 a.m. Chair, Andrea Jackson-Jennings, called the Open Session of the Audit, Finance & Administration Committee Meeting to order at 9:43 a.m.
- 2. Roll Call**
9:44 a.m. Roll call was taken, as noted above.

3. Public Comment

9:44 a.m. Chair Jackson-Jennings asked Myra Bennett, Manager of Board Administration, to summarize any speaker cards have been received for today's meeting. Ms. Bennett noted that no speaker cards were submitted for today's meeting.

4. Minutes of the March 21, 2025 - Audit, Finance & Administration Committee, Open Meeting

9:45 a.m. The minutes of the March 21, 2025, Audit, Finance & Administration Committee, Open Meeting, were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Moore and seconded by Commissioner Gladney.

The motion passed unanimously.

5. Sole Source Contracts for Hardware and Software Maintenance

9:45 a.m. A briefing paper was included in the meeting materials, requesting that the Audit, Finance and Administration Committee accept, and forward to the Board of Commissioners for approval, this request to authorize FY 2026 funding of Sole Source Contracts for Hardware and Software Maintenance. Tom Curran, Executive Vice President—Administration, gave an overview of this item, noting that the Agency has made significant investment in its technology platforms, to enhance all aspects of our businesses. Each of these systems requires continued support from the manufacturer/developer, to ensure the software functions as expected and remains current with technology updates. He stated that the Agency's FY 2026 Operating Budget allocates approximately \$4,000,000 for costs associated with sole source hardware and software maintenance contracts. Mr. Curran reported that most of the contracts cost less than \$100,000 per year; and therefore, do not require approval of the Board of Commissioners. The following providers' annual costs are anticipated to exceed the \$100,000 threshold, which requires Board approval: Giro, Indra, UKG (Kronos), M-Files, Spare Labs, Scheidt and Bachmann, Trapeze, Vontas, DataServ, Oracle, and Gartner.

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

The motion passed unanimously.

6. Proposed Board Policy Revisions, Sections 60.040 and 70.010

9:48 a.m. A briefing paper was included in the meeting materials, requesting that the Audit, Finance and Administration Committee accept, and forward to the Board of Commissioners for approval, this request to authorize revisions to Board Policy, Sections 60.040 and 70.010, in order to ensure consistency with recent Executive Orders. Greg Linhares, Chief Legal Counsel, gave an overview of this item, noting that, on January 20th, and immediately thereafter, a series of Executive Orders – followed by further Orders from the Department of Justice (DOJ), the Equal Employment Opportunity Commission (EEOC), and the Department of Transportation (USDOT) – prevented Executive agencies and any entity seeking funds from any such agency from the use or creation of policies concerning diversity, equity, inclusion, or affirmative action, among other requirements. Mr. Linhares reported that the Agency underwent a thorough review of all organizational publications, policies, procedures, programs, forms, and any other materials or processes of any kind to ensure compliance, and upon review by the Chief Legal Counsel, only two Board Policies violate the terms of the new Orders. He noted that the proposed revisions are

as follows: 1) elimination of the term “Affirmative Action” from Board Policy, and the ensuing elimination of the Affirmative Action policy (see Section 60.040); and 2) elimination of the term “equity” as a criterion for review in personnel actions (see Section 70.010).

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

The motion passed unanimously.

7. Contract Award -Voluntary Employee Benefits Insurance Program

9:50 a.m. A briefing paper was included in the meeting materials, requesting that the Audit, Finance and Administration Committee accept, and forward to the Board of Commissioners for approval, this request to authorize the President & CEO to award Contract 25-RFP-608479-DR - Voluntary Employee Benefits Insurance Program to Unum, at an estimated employee funded cost of \$1,333,632 annually, or \$6,668,160 over the five-year contract period. Anita Dunn, Health & Welfare Plan Manager, gave an overview of this item noting that on February 26, 2025, Gallagher Benefit Services, on behalf of and in conjunction with Bi-State Development (BSD) issued Solicitation 25-RFP-608479-DR to retain a qualified firm to offer voluntary Critical Illness, Off-The-Job Accident, Permanent Life insurance with Long Term Care Rider, Individual Short-Term Disability (ISTD), Hospital Indemnity and Pet Insurance benefits to employees of BSD. She reported that, in response to the solicitation, Gallagher received a total of seven (7) responses that met the minimum requirements for the Critical Illness, Accident, Perm Life with Rider, ISTD and Hospital Indemnity, and three (3) proposals that met the minimum requirements for the Pet Insurance. Ms. Dunn stated that, through its evaluation of the all companies and their ability to offer the requested products, Gallagher determined that Unum offered the most advantageous coverage terms for the premium cost, and the BSD evaluation team concurred.

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

The motion passed unanimously.

8. Contract Award - Basic Life/AD&D/Voluntary Life/ Retiree Life/ STD/LTD

9:53 a.m. A briefing paper was included in the meeting materials, requesting that the Audit, Finance and Administration Committee accept, and forward to the Board of Commissioners for approval, this request to authorize the President & CEO to award 25-RFP-608478-DR Basic Life & AD&D/ Vol Life/ Retiree Life/ STD/ & LTD to New York Life, at an estimated cost of \$5,611,720 over the five-year contract period. Anita Dunn, Health & Welfare Plan Manager, gave an overview of this item. Ms. Dunn stated that, on March 12, 2025, Gallagher Benefit Services, on behalf of and in conjunction with Bi-State Development (BSD), issued Solicitation 25-RFP-608478-DR to retain a qualified firm or firms to offer Basic Life, Accidental Death & Dismemberment (AD&D), Voluntary Life, Retiree Life, Short Term Disability (STD), and Long-Term Disability (LTD) to employees of BSD, and in response to the solicitation, Gallagher received a total of seven (7) responses that met the minimum requirements. She reported that, through its evaluation of the all companies and their ability to offer the requested products, and review of Best and Final Offers from the top finalists, the evaluation team agreed to recommend to the that the Agency offer the Basic Life / AD&D / Voluntary Life / Retiree Life / STD / & LTD through a contract with New York Life.

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

The motion passed unanimously.

9. Contract Award – Flexible Spending Account (FSA) & COBRA/Retiree Direct Billing and Health Reimbursement Account (HRA) Administration

9:57 a.m. A briefing paper was included in the meeting materials, requesting that the Audit, Finance and Administration Committee accept, and forward to the Board of Commissioners for approval, this request to authorize the President & CEO to award 25-RFP-608476-DR FSA & COBRA/Retiree Direct Billing and Health Reimbursement Account (HRA) Administration to NueSynergy at an estimated cost of \$311,775 over the five-year contract period. Anita Dunn, Health & Welfare Plan Manager, gave an overview of this item. She stated that, on February 28, 2025, Gallagher Benefit Services, on behalf of and in conjunction with Bi-State Development (BSD) issued Solicitation 25-RFP-608476-DR to retain a qualified firm or firms to offer FSA/COBRA/Retiree Direct Billing Services with optional HRA administration to employees & retirees of Bi-State Development, and in response to the solicitation, Gallagher received a total of six (6) proposals that met the minimum requirements. Ms. Dunn reported that after reviewing the information from all proposals received, the Bi-State Development evaluation team agreed with Gallagher’s recommendation to transition FSA, COBRA, and Retiree Direct Billing services to NueSynergy, as NueSynergy already manages Bi-State Development’s HRA services for retirees. Commissioner Simmons posed questions regarding the cost and 5-year contract. Ms. Dunn noted that there will be a 5% reduction in costs, as well as a 5-year rate guarantee.

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

The motion passed unanimously.

10.–12. Internal Audit Department - Follow-Up Summary – 3rd Quarter, FY2025

Internal Audit Department - Status Report – 3rd Quarter, FY2025

Internal Audit Department - State Safety Oversight Status Report – 1st Quarter, CY2025

10:01 a.m. Briefing papers were included in the meeting materials regarding these items. Crystal Messner, Chief Audit Executive, gave an overview of these items, noting that the Standards for the Professional Practice of Internal Auditing, Standard 2500 – Monitoring Process, states that, “The Chief Audit Executive should establish and maintain a system to monitor the disposition of audit results communicated to management,” and to ensure compliance with this standard, the IAD regularly monitors the status of recommendations. She stated that a comprehensive overview, highlighting the current implementation status of recommendations issued in prior audit reports, has been provided, and she noted that 32% of items have been closed, and none are currently overdue.

Ms. Messner stated that the Internal Audit Status Report provides the Board of Commissioners, the Audit, Finance and Administration Committee members, and Senior Management with a summary of the IAD’s quarterly activity pertaining to the annual audit plan and special projects. She noted that three projects are in process, with anticipated completion during the 4th quarter of

FY 2025 or early FY 2026, which includes: 1) Casualty and Workers' Compensation Contract, 2) RFP Process, and 3) Construction in Progress.

Ms. Messner noted that the Internal Audit Status Report provides the Board of Commissioners, the Audit, Finance, and Administration Committee members, and Senior Management with a summary of the IAD's quarterly activity pertaining to the Federal Transit Administration (FTA) Required Rail Security and Safety. She reported that the first quarter proposed activities were accomplished successfully, and the Internal Audit Department submitted the CAPs generated from the 2024 Safety and Security Management Audit findings to the Loop Trolley SSO on February 10, 2025 and Metro BSSO on March 6, 2025, for review and approval. She also noted that audit planning for the 2025 Safety and Security Management Audit is underway for both Metro and Loop Trolley; interviews and site-visits are set to begin in the second quarter of calendar year 2025.

These items were presented as information only.

13.-14. Financial Statements Treasurer's Report

10:04 a.m. Financial Statements and a Treasurer's Report was included in the meeting materials for Board review. Tammy Parris, Executive Vice President and Chief Financial Officer, gave an overview of these items. She gave a summary of net income for each of the BSD Enterprise funds, and reviewed expenses. Ms. Parris also provided a summary of cash and investments and rate of return, and provided an overview of the status of the fuel hedge, which she noted is currently under budget.

These items were presented as information only.

15. Treasury Safekeeping Quarterly Review

10:07 a.m. A briefing paper was included in the meeting materials, providing the Committee with the results of the Treasury - Safekeeping Quarterly Accounts Audit. Crystal Messner, gave an overview of this item stating that the Internal Audit Department reviewed the combined cash position and safekeeping accounts reported in the Quarterly Treasurer's Report for the period ending March 31, 2025, and based on the review procedures performed, believes that the Market Values reported fairly represent the asset balances, and their associated credit ratings, for the period ending March 31, 2025. She added that the information reported for the Fuel Hedge Program was reviewed, and the Internal Audit Department believes that these amounts fairly present the hedging position, for the quarter ending March 31, 2025. Ms. Messner noted that the collateral position for BSD's lead operating bank was reviewed, and the value of collateral posted on the behalf of BSD was adequate to secure the account balances in the event of a bank default.

This item was presented as information only.

16. Procurement Report

10:08 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, reviewing the four components of the report, including the Procurement Activity Report - Non-Competitive Procurement Trend, Procurement Card Transactions Report, Contract Awards Over

\$100,000 Report, and Contract Modifications Report. He noted that Third Quarter FY 2025 Non-Competitive Procurements total \$8,874,285 or 9.1% of the total Purchase Order Commitment volume of \$97,344,881. Non-Competitive Procurements totaled \$25.9 million or 10% of the total Procurement Spend of \$259 million during the last twelve months. Mr. Curran reported that, with regard to the Procurement Card Transactions Report, no confirmed procedural violations were noted.

This item was presented as information only.

17. Unscheduled Business

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

18. President/CEO Report

10:10 a.m. Bi-State Development President and CEO, Taulby Roach, stated that he has no report, at this time.

19. Call of Dates for Future Board and Committee Meetings

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

Board of Commissioners Meeting	Friday, June 20, 2025	8:30 AM
Safety & Security Committee Meeting	Thursday, August 7, 2025	8:30 AM
Operations Committee Meeting	Friday, August 15, 2025	8:30 AM
Audit, Finance & Administration Committee	Friday, August 15, 2025	Following OPS

20. 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) and Auditors §10.080(D)(10).

10:11 a.m. Chair Jackson-Jennings noted that a motion is needed for the Committee go 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 and (D)(10) – Auditors.

A motion to move into Executive Session, as noted, was made by Commissioner Beach and was seconded by Commissioner Simmons. A roll call vote was taken as follows:

Sam Gladney – Yea	Herbert Simmons – Yea
Andrea Jackson-Jennings – Yea	Terry Beach – Yea
	Debra Moore – Yea

The motion passed unanimously, and the Committee moved into Executive Session at 10:12 a.m.

21. Reconvene to Open Meeting

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

Commissioner Moore made a motion to approve the minutes from the March 21, 2025, Audit, Finance and Administration Committee, Executive Session, as presented, as a closed record. The motion was seconded by Commissioner Beach.

A roll call vote was taken as follows:

Sam Gladney – Yea	Herbert Simmons – Yea
Andrea Jackson-Jennings – Yea	Terry Beach – Yea
	Debra Moore – Yea

The motion passed unanimously.

Commissioner Beach made a motion to approve the Draft FY2026 Annual Internal Audit Plan, as presented in Executive Session, and forward it to the Board of Commissioners for approval. The motion was seconded by Commissioner Moore.

A roll call vote was taken as follows:

Sam Gladney – Yea	Herbert Simmons – Yea
Andrea Jackson-Jennings – Yea	Terry Beach – Yea
	Debra Moore – Yea

The motion passed unanimously.

22. Adjournment

10:17 a.m. Chair Jackson-Jennings asked if there was any further business, and being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Moore. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 10:18 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
May 1, 2025
8:30 AM**

Committee Members Participating via Zoom

Herbert Simmons, Chair
Derrick Cox
Irma Golliday

Other Commissioners Participating via Zoom

Andrea Jackson-Jennings
Nate Johnson – Absent
Sam Gladney – Absent
Terry Beach
Debra Moore – Absent

Staff Participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Greg Linhares, Chief Legal Counsel
Myra Bennett, Manager of Board Administration
Kevin Scott, General Manager Security
Ted Zimmerman, Vice President, Marketing & Communications
Patti Beck, Senior Director, Media & Public Relations

Others Participating via Zoom

Hannah Hayes, ASL Interpreter
Chelsey Niezwaag, ASL Interpreter

- 1. Open Session Call to Order**
8:30 a.m. Chair Simmons called the Open Session of the Bi-State Development Agency, Safety and Security 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 Simmons asked Ms. Bennett if any speaker cards were submitted for today's meeting. Ms. Bennett noted that no public comments were received for today's meeting.
- 4. Approval of the Minutes of the March 13, 2025, Safety & Security Committee, Open Meeting**
8:31 a.m. The minutes of the March 13, 2025, Safety & Security Committee, Open Meeting, were provided in the Committee packet.

A motion to approve the minutes was made by Commissioner Beach and was seconded by Commissioner Golliday.

The motion passed unanimously.

5. St. Louis City Police Contract Extension for MetroLink Police Services

8:31 a.m. A briefing paper was included in the meeting materials, requesting that the Safety and Security Committee accept, and forward to the Board of Commissioners for approval, a request authorizing the President & CEO to enter into a contract extension with St. Louis City for MetroLink Police Services. Kevin Scott, General Manager of Security, provided an overview of this item, noting that Metro policing service consists of three contracts with St. Louis City, St. Louis County, and St. Clair County and additional agreements for secondary officers. He stated that today's request is for a one-year extension of the regular contract with St. Louis City, for police services. He noted a reduction in the number of officers to be provided by St. Louis City, and stated that staffing to be provided by the City will include one lieutenant, one sergeant, and three police officers. Mr. Scott noted that the reduction in the number of officers will also result in a decrease cost for the Agency to St. Louis City for these services. He noted that the nationwide reduction in the number of police officers has become challenging, and Metro has also realized this issue. He stated that he is hopeful that, by the end of the year, Metro will be able to renegotiate this contract, and increase the number of officers supplied by the City. Mr. Scott stated that the current contract with the City of St. Louis expires in June 2025, and therefore, he is requesting a one-year extension of the current agreement.

Commissioner Cox expressed disappointment in the reduction in the number of officers, and asked if the Agency has any options. Mr. Scott stated that, unfortunately, the Agency is only able to secure the number of officers that City has available; however, it is important to keep the relationship with the City intact. Commissioner Cox asked if the Agency has the ability to create its own police department. Mr. Scott stated that, he understands Commissioner Cox's concern, and he is concerned with staffing, as well; however, the Agency will be able to take the money saved by the reduction of City police officers, to bolster hours of other security services, which the Agency can control. Chair Simmons asked if the City recently had some new recruits. Mr. Scott stated that he cannot speak to that issue; however, he has had discussions with Police Chief Tracy, who understands Metro's needs, but must also maintain the needs of his department and the City. Chair Simmons asked what kind of strain this will place on the Agency's system. Mr. Scott stated that he anticipates additional participation from the City's Sheriff's Department to supplement the system. Chair Simmons asked for an update regarding additional law enforcement support from Illinois municipalities. Mr. Scott reported that the system is receiving sustained support from four Illinois municipalities, as well as the Sheriff's Department. Commissioner Beach applauded the increased secondary participation in Illinois. He noted that, unfortunately, the decrease in the number of Police Officers for the various districts, is only a reflection of the current times.

President and CEO, Taulby Roach, reported that St. Louis Police Chief Tracy has been very proactive, and came to the office to discuss the issue with him. Mr. Roach noted that the Agency is moving the money, saved by the reduction in St. Louis City Police Officers, to other Police support staff. He stated that, although we are disappointed in the reduction in the number of officers, the Agency is working diligently with our partners to navigate through this situation. Mr. Roach stated that the investments made in the installation of the gates, CCTV, and security are important resources, and he thanked the Board of Commissioners for their support in

addressing these efforts. Commissioner Cox asked what it would take for the Agency to create its own Police Department. Mr. Roach noted that, due to the fact that the Agency functions under the Compact Agreement, established by Congress, Congress would have to take action to modify the Compact for this to occur, and would need to be approved by both the Missouri and Illinois legislatures. Commissioner Cox stated that, if the Agency had its own Police Department, he feels that then, the Agency would be in control of its own destiny. Chair Simmons noted that he appreciates Commissioner Cox's comments; however, across the board, there has been a lack of individuals entering the law enforcement profession. He noted that the Agency would still face issues regarding the lack of manpower. Commissioner Cox asked if the Agency offers a higher salary than the Police Officers typically make. Mr. Scott noted that the salary paid to Officers on the system, is at the same rate of pay they have with their prospective departments.

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

Unanimous vote in favor taken.

6. Unscheduled Business

8:54 a.m. There was no unscheduled business.

7. President & CEO Report

8:54 a.m. President & CEO, Taulby Roach, noted that he has had Police contract discussions with Mayor Spencer, including the recruitment issues previously discussed, and he noted that the City is also currently navigating the police oversight issue. He reported that he has also had discussions with the St. Louis County Executive regarding police contracts, and they are experiencing the same issues with recruitment. Mr. Roach thanked Chair Simmons for being active with regard to implementing supplemental contracts with municipalities in St. Clair County, and noted the supportive relationships with the Agency's partners.

Mr. Roach noted that the Board of Commissioners has asked for an update from Tom Curran, Executive Vice President – Administration, regarding implementation of the new fare collection system. He stated that an update will be sent to the Board prior to the next Operations Committee meeting, and asked that the Board members contact him with any questions.

This item was provided as information only.

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

8:57 a.m.

Operations Committee Meeting:	Thursday	May 22, 2025	8:30 AM
Audit, Finance & Administration Committee:	Thursday	May 22, 2025	Following OPS
Board of Commissioners Meeting:	Friday	June 20, 2025	8:30 AM

9. Motion to move Executive Session

8:58 a.m. Chair Simmons asked President & CEO, Taulby Roach, if there is a need for an Executive Session.

10. Adjournment

8:58 a.m. Chair Simmons asked if there was any further business, and being none, Commissioner Cox made a motion to adjourn the meeting. The motion was seconded by Commissioner Beach. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 8:58 a.m.

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

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award – Paratransit Certification and Administrative Services**
Disposition: Approval
Presentation: Charles A. Stewart, Executive Vice President / Chief Operating Officer
Thomas P. Curran, Executive Vice President, Administration
Amy Parker, Director of ADA Services

Objective:

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into a contract with MTM, Transit, LLC, for Metro’s ADA Paratransit Certification and Paratransit Services.

Background:

In crafting the Americans with Disabilities Act (ADA), Congress recognized that even when a fixed route transit system is fully accessible, there will be some individuals whose disabilities prevent them from using the system. Congress therefore created a “safety net” to ensure that these individuals have transportation available to them on the same basis as individuals using fixed route systems. This safety net is known as ADA Complementary Paratransit.

Eligibility for complementary paratransit is directly related to the functional ability of individuals with disabilities to use fixed route transit services. Metro Transit uses a comprehensive, consistent, and fair approach to ADA Paratransit certification. Most new applicants participate in an in-person interview and/or functional assessment. Certified customers are recertified after one, three or five years, depending on multiple factors related to confidence in the permanency of the determination. All applicants must provide proof of identity and proof of age or disability for reduced fare certification. An ID card is required at the time of boarding to pay reduced fare on fixed routes.

To empower customers to access the freedom offered by fixed-route service, Metro Transit offers individualized and group travel training for its customers who are elderly or disabled. Training ranges from group presentations to group outings, to individualized training. Individualized training continues over a course of days or weeks until proficiency is achieved or ruled out as a possibility.

Activities related to ADA Paratransit Eligibility, Travel Training, and Reduced Fare permits are currently conducted by the incumbent contractor, MTM Transit, LLC at the Transit Access Center and BSD Headquarters. Over the past three (3) years, approximately 6,000 ADA Paratransit Eligibility determinations have been made, 3,000 Reduced Fare Permits issued, and 175 individuals with disabilities have been trained on an individualized transit route.

On March 12, 2025, Bi-State Development (BSD) issued solicitation *25-RFP-614445-CG - Paratransit Certification and Administrative Services*. The solicitation was advertised in BSD’s iSupplier Portal, the Agency’s web-based communication tool, structured to allow interested bidders/proposers open access to view, communicate, and submit bids/proposals on active solicitations. To encourage competition a notification was published in the Transit Intelligence Newsletter.

Analysis:

In response to the solicitation, one (1) sealed proposal was received from the incumbent provider, MTM Transit, LLC. The technical proposal was forwarded to the evaluation team, composed of staff from ADA Services, Paratransit (Call-A-Ride), Planning, and Metro Service Performance departments.

The committee reviewed and scored MTM's technical proposal according to the evaluation criteria specified in the solicitation package as shown below:

- Qualifications and Experience of the Firm
- Qualifications of Project Staff/Key Personnel
- Project understanding and approach
- Work Plan

The evaluation team determined that MTM Transit, LLC's proposal was responsive and met the requirements as set forth in the solicitation. The proposal demonstrated a clear understanding of the scope of work, provided a qualified team, and presented a comprehensive technical approach aligned with agency objectives. This new proposal includes enhancements to services received under the current contract, intended to enhance efficiency and return on BSD's investment. Enhancements include cross-training for contracted staff, a shift towards the important concept of mobility management (educating our customers as to the accessibility embedded in all of our service modes), increasing awareness of travel training, and potential implementation of a tethering and marking program to facilitate more efficient and consistent securement of mobility devices on all of our transit modes.

Previous Action:

The Operations Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve this request to authorize the President & CEO to enter into a contract for three (3) base years and two (2) one-year option periods for Paratransit Certification and Administrative Services with MTM Transit, LLC, in the amount not-to-exceed \$4,428,427.91, dependent on successful negotiation of final contract terms.

Funding Source:

Funding is accommodated within the Operating Budget.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO MTM TRANSIT, LLC FOR
PARATRANSIT CERTIFICATION AND PARATRANSIT SERVICES**

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, §50.010(E), requires Board approval of non-competitive procurements exceeding \$100,000; and

Whereas, on March 12, 2025, Bi-State Development (BSD) issued solicitation 25-RFP-614445-CG - Paratransit Certification and Administrative Services; and

Whereas, in response to the solicitation, one (1) proposal from the incumbent provider, MTM Transit, LLC, was received, reviewed, and evaluated by an evaluation team composed of staff from ADA Services, Paratransit (Call-A-Ride), Planning, and metro Service Performance departments; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to enter into a contract for three (3) base years, and two (2) one-year option periods, for Paratransit Certification and Administrative Services with MTM Transit, LLC, in an amount not-to-exceed \$4,428,427.91, dependent on successful negotiation of final contract terms, 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 and enter into a contract for three (3) base years, and two (2) one-year option periods, for Paratransit Certification and Administrative Services with MTM Transit, LLC, in an amount not-to-exceed \$4,428,427.91, dependent on successful negotiation of final contract terms, 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 MTM Transit, LLC.

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 24th day of June, 2025.

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: Drug & Alcohol Program Management Software**
Disposition: Approval
Presentation: Thomas Curran, Executive Vice President – Administration
 Andrew Ghiassi, General Manager – Safety, Chief Safety Officer

Objective:

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to award a contract to Nexus Software Systems for Drug & Alcohol Program Management Software.

Background:

Bi-State Development’s Drug & Alcohol Department is committed to a positive safety culture and creating a workplace that is safe, healthy, and injury free. Toward this effort, BSD conducts various required and random drug and alcohol testing of all employees. Drug & Alcohol Program Management Software is needed to streamline, organize, track and maintain data and information related to such testing and associated processes and procedures. A comprehensive program management tool and ongoing support will manage and track data and compliance to promote informed decision-making and enhance workflow outcomes.

On February 14, 2025, solicitation *25-RFP-599380-TJL - Drug & Alcohol Program Management Software* was issued. The request for proposals was advertised in BSD’s iSupplier Portal, the agency’s web-based communication tool structured to allow interested bidders/proposers full and open access to view, communicate, and submit bids/proposals on active solicitations.

Analysis:

In response to the solicitation, one (1) proposal was received from Nexus Software Systems. The single proposal was made available to the Evaluation Committee for review and scoring.

The Evaluation Committee completed its analysis of the proposal and produced the following overall technical score for the Nexus Software Systems solution:

Firm:	Technical Score	Ranking
Nexus Software Systems	325.00	1
Total Possible Points = 400		

The Contracting Officer conducted a survey of potential sources that chose not to submit a proposal. Two firms responded:

Firm	Contact	Method of Communication	Reason for non-participation
DrugPak, LLC	Eric Beers	Email	It is the company’s policy not to establish any account for a customer’s portal.
Storm Petrel, LLC	Christina Moore	Email/Telephone	Their company specializes in custom software. They felt an existing program package would better suit our needs.

The Nexus Software Systems’ pricing is shown below.

Nexus Software Systems Pricing

Set-up/Configuration	\$14,000.00
Training + Estimated Travel	\$62,900.00
API Access and Interface Support	\$53,000.00
Licensing (based on 2,000 employees) x 3 years	\$231,000.00 (\$77,000 x 3)
Other Services	\$47,000.00 (15,700 x 3)

Previous Action:

The Operations Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve a request that the President & CEO enter into a three-year contract for Drug & Alcohol Program Management Software with Nexus Software Systems, in the not-to-exceed amount of **\$408,000.00**.

Funding Source:

Funding will be provided from approved Federal Transit Administration (FTA) Grant number MO-2022-024 for the first year only. Operational Funds will be utilized for subsequent years.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO NEXUS SOFTWARE SYSTEMS FOR
DRUG AND ALCOHOL PROGRAM MANAGEMENT SOFTWARE**

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, §50.010(E), requires Board approval of non-competitive procurements exceeding \$100,000; and

Whereas, on February 14, 2025, solicitation 25-RFP-599380-TJL - Drug & Alcohol Program Management Software was issued; and

Whereas, in response to the solicitation, one (1) proposal from Nexus Software Systems was received, reviewed, and evaluated by an evaluation team; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to enter into a three-year contract for Drug & Alcohol Program Management Software with Nexus Software Systems, in the not-to-exceed amount of \$408,000.00, 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 and enter into a three-year contract for Drug & Alcohol Program Management Software with Nexus Software Systems, in the not-to-exceed amount of \$408,000.00, 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 Nexus Software Systems.

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 24th day of June, 2025.

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
Open Session Agenda Item
June 24, 2025**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification: 23-SB-369235-GH – PACIS, CTS, and CCTV Upgrades – Missouri – Additional Video Message Board Stanchions and CCTV Cameras**
Disposition: Approval
Presentation: Jyotsna Gupta, Vice President & Chief Information Officer, Information Technology
Marc S. Cruz, General Manager Capital Projects & Technology

Objective:

To present to the Board of Commissioners for approval, a request to modify the Public Address Customer Information (PACIS), Communication Transmission (CTS), and Closed-Circuit Television (CCTV) System Upgrades contract with TGB, Inc.

Background:

The PACIS, CTS, & CCTV Upgrades – Missouri Project replaces obsolete PACIS equipment (station controllers, LED Message Boards, speakers, amplifiers, and cabling) at all twenty-seven (27) MetroLink Stations in Missouri. Improvements will include new LED video message boards displaying three rows of text for Red Line Train Arrivals, Blue Line Train Arrivals, and Date/Time/Ad Hoc messages; enhanced audio voice quality, improved circuit distribution for sustained audio coverage, and Real Time Vehicle Location GPS data points for asset management and scheduling. The headend design, equipment, and software is a proprietary solution, and the installation phase of the project involves separate Missouri and Illinois contracts.

The contract was awarded to TGB, Inc. as a result of a competitive procurement process for a not-to-exceed amount of \$5,497,500 with a 3% Disadvantaged Business Enterprise goal, with an approximate 19-month performance period.

Additional Video Message Board Stanchions and CCTV Cameras are necessary as a result of adjacent project developments (Downtown Station Enhancements and Secure Platforms Projects). There are five (5) tunnel locations affected by this proposed change.

Downtown Tunnel (Convention and 8th & Pine)

- Initial concerns surrounding the potential removal of existing granite finished concrete walls as part of the Downtown Station Enhancement Project.
- Consideration of future advertisement panels within existing wall openings (shared space).
- Security camera coverage gaps resulting from the Downtown Station Enhancement Project.

Cross County Tunnel (Skinker, Big Bend, and Forsyth)

- Follows standard configuration for video message board/CCTV camera stanchion at ends of MetroLink platform in tunnel applications.

Analysis:

In response and coordination with Metro Public Safety and MarCom Departments, the PACIS Project initiated drawing revisions and performed physical site inspections. The Engineer of Record modified conformed drawings and TGB, Inc. submitted cost proposal for PCR-01. The total price of amount \$129,113.02 is less than the Independent Cost Estimate (\$156,616.00) and is considered fair and reasonable. The performance period remains unchanged.

Item #	TGB Inc. Contract 24-SB-369235-GH (PACIS-MO)	Price
NTP	Contract Award	\$5,497,500
Mod 1	Additional Communication Interface Cabinets, Cabling, and Fiber Switches	\$229,315.83
Mod 2	Time Extension – 90 Days	\$0
Mod 3	Time Extension – 90 Days	\$0
Mod 4	PCR 1 - Additional Video Message Board Stanchions and CCTV Cameras	\$129,113.02
	Adjusted Total Contract Value	\$5,855,928.85
	10% Contingency Total NTE	\$5,868,840.00

Funding Source:

PACIS Project contingency – Federal Grant MO-2016-026 and Proposition M.

Previous Action:

The Operations Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners authorize the President & CEO to execute a contract modification with TGB, Inc., in the amount \$129,113.02, and increase the total not to exceed amount to \$5,868,840.00, which includes 10% contingency for the proposed change.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH
TGB, INC. FOR PUBLIC ADDRESS CUSTOMER INFORMATION (PACIS),
COMMUNICATION TRANSMISSION (CTS), AND
CLOSED-CIRCUIT TELEVISION (CCTV) 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 E.2 states that the Board of Commissioners shall approve Non-Competitive Procurements which exceed \$100,000; and

Whereas, a contract was awarded to TGB, Inc. as a result of a competitive procurement process, for a not-to-exceed amount of \$5,497,500, with an approximate 19-month performance period for Public Address Customer Information (PACIS), Communication Transmission (CTS), and Closed-Circuit Television (CCTV) System Upgrades; and

Whereas, additional Video Message Board Stanchions and CCTV Cameras are necessary as a result of adjacent project developments (Downtown Station Enhancements and Secure Platforms Projects), and there are five (5) tunnel locations affected by the proposed change; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to authorize the President and CEO to execute a contract modification with TGB, Inc., in the amount \$129,113.02, and increase the total not to exceed amount to \$5,868,840.00, which includes 10% contingency for the proposed change, for Public Address Customer Information (PACIS), Communication Transmission (CTS), and Closed-Circuit Television (CCTV) System Upgrades, 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 and CEO to execute a contract modification with TGB, Inc., in the amount \$129,113.02, and increase the total not to exceed amount to \$5,868,840.00, which includes 10% contingency for the proposed change, for Public Address Customer Information (PACIS), Communication Transmission (CTS), and Closed-Circuit Television (CCTV) System Upgrades, 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 TGB, 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 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 24th day of June, 2025.

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
Open Session Agenda Item
June 24, 2025**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification – 22-SB/RFP-277987-DGR - Downtown Tunnel Repairs**
Disposition: Approval
Presentation: Christopher Poehler, Vice President – Capital Programs
 Thomas Curran, Executive Vice President – Administration

Objective:

To present to the Board of Commissioners, a request for authorization to modify the Downtown Tunnel Repair contract with Kozeny-Wagner, Inc.

Background:

On January 14, 2022, Bi-State Development received a sealed bid in response to *Solicitation Number 22-SB-277987-DGR - Downtown Tunnel Repairs*. Only one bid from Kozeny-Wagner, Inc. was received in the amount of \$5,469,690.00. Since only one bid was received, the procurement was converted from a Request for Sealed Bids to a Request for Proposal 22-SB/RFP-277987-DGR to allow negotiations to occur between the contractor and staff.

After negotiations, the contractor's bid was reduced to \$3,979,690.00.

Analysis:

On May 9, 2022, Board of Commissioners approval was obtained in the amount of \$4,377,659.00, which included a 10% contingency. Since that time, a total of five (5) contract modifications have been negotiated.

Contract Award Amount + 10% Contingency	\$4,377,659.00
Contract Mod No. 1 (Material Price Increase due to COVID Price Escalation)	\$38,991.51
Contract Mod No. 2 (Additional Masonry Repairs)	\$35,494.00
Contract Mod No. 3 (Additional Tuckpointing and Misc. Repairs)	\$108,706.00
Contract Mod No. 4 (Change in Design of Standpipe Location and Support Bracket System based on New LRVs)	\$350,756.25
Contract Mod No. 5 (Delay Claim based on Re-design noted in No. 4 as well as Additional Signage Required by Fire Department)	\$125,555.64
Total Amount	\$5,037,162.40

Modifications No. 1 through No. 3 were processed without further Board of Commissioners action as the amount fell within the 10% contingency. Currently, Board of Commissioners approval for Contract Modifications No. 4 and No. 5 is requested. Modification 5 will be the final contract adjustment as all work under the contract is now complete.

Previous Action:

The Operations Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve this request that the President & CEO be authorized to execute contract modifications to add additional funds to cover the cost associated with these modifications, which will increase the not-to-exceed total contract amount to **\$5,037,162.40**.

Funding Source:

Federal and local match funds.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH
KOZENY-WAGNER, INC. FOR DOWNTOWN TUNNEL REPAIRS**

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, Section E.1. a. requires Board of Commissioners approval for Negotiated Procurement which exceed \$500,000 and Section E.1.d. requires Board of Commissioner approval for procurements which exceed the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service; and

Whereas, on January 14, 2022, Bi-State Development received a sealed bid, from Kozeny-Wagner, in response to Solicitation Number 22-SB-277987-DGR - Downtown Tunnel Repairs, and on May 9, 2022, Board of Commissioners approval was obtained in the amount of \$4,377,659.00, which included a 10% contingency; and

Whereas, since that time, a total of five (5) contract modifications have been negotiated, as outlined in the Briefing Paper, and staff is currently requesting approval for Contract Modifications No. 4 and No. 5; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to authorize the President and CEO to execute modifications to the contract with Kozeny-Wagner, to add additional funds to cover the cost associated with Contract Modifications No. 4 and No. 5, for downtown tunnel repairs, which will increase the not-to-exceed total contract amount to \$5,037,162.40, 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 and CEO to execute modifications to the contract with Kozeny-Wagner, to add additional funds to cover the cost associated with Contract Modifications No. 4 and No. 5, for downtown tunnel repairs, which will increase the not-to-exceed total contract amount to \$5,037,162.40, 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 Kozeny-Wagner.

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 24th day of June, 2025.

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
Open Session Agenda Item
June 24, 2025**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award: Metro STL Transit Advertising**
Disposition: Approval
Presentation: Kevin Scott, Executive Vice President – Security & Public Affairs

Objective:

To present to the Board of Commissioners for approval, a request to award Contract 25-RFP-603457-MD – Metro STL Transit Advertising Project, for a five-year period.

Background:

Metro Transit generates revenue through advertising placements inside MetroBus, MetroLink, and Call-A-Ride vehicles, bus shelters and the MetroLink system.

The current advertising services contract is held by Vector Media and expires September 30, 2025.

On January 21, 2025, Bi-State Development (BSD) issued solicitation 25-RFP-603457-MD Metro STL Transit Advertising. Proposals were due on February 20, 2025. The solicitation was advertised on BSD’s website and sent to companies identified as being qualified to provide transit advertising services. The solicitation was issued to obtain an advertising company that can promote local business and agencies throughout the city and provide revenue for BSD to enhance all modes of transportation for our ridership. The contract period of performance consists of three (3) base years and two (2) option years.

The objectives in the RFP included revenue in the form of a minimum guaranteed dollar amount, which increases annually or by a percentage of gross advertising sales revenues, whichever is greater. The technical evaluation criteria for the RFP included a company's experience and capabilities, as well as the experience and qualifications of staff to be assigned to the contract.

Analysis:

The evaluation process was adhered to in accordance with the criteria set forth in the Request for Proposals. In response to the solicitation, four (4) proposals were received, reviewed and forwarded to the evaluation team, which consisted of individuals within Metro Transit and the Marketing Department. All proposals were deemed both responsive and responsible by the evaluation committee.

The proposals were scored in accordance with the evaluation requirements specified in the solicitation package. Upon completion of the individual scoring, the cost proposals were reviewed and evaluated.

The cost and technical evaluation scores of the proposal are as follows:

Firm	Guaranteed % of Gross Revenue	Cost Score	Technical Score	Total
Adsposure, Inc.	60	175.0	273.3	448.3
Commuter Advertising	35	102.1	156.7	258.8
HFT Management	60	175.0	156.7	331.7
Vector Media Holding	50	145.8	220.0	365.8
Total Possible Points		175	325	500

Minimum Revenue Guarantee:

Year 1 = \$531,300
 Year 2 = \$557,865
 Year 3 = \$585,760
 Option Year 1 = \$615,050
 Option Year 2 = \$645,800

Total = \$2,935,775

Previous Action:

The Operations Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve this request that the President & CEO be authorized to enter into a five-year contract with the highest-ranking firm, Adsposure, Inc., whose proposal is most advantageous to BSD, for Metro STL advertising services.

Funding Source:

Not Applicable. This is a revenue generating contract. Adsposure, Inc. proposes guaranteed revenue for a three-year period of \$1,674,925 with additional guaranteed revenue of \$615,050 in Option Year 1 and \$645,800 in Option Year 2. Total guaranteed revenue for all 5 years (including two option years) will be \$2,935,775.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO ADSPOSURE, INC FOR
METRO STL ADVERTISING SERVICES**

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, on January 21, 2025, Bi-State Development (BSD) issued solicitation 25-RFP-603457-MD Metro STL Transit Advertising; and

Whereas, the objectives in the RFP included revenue in the form of a minimum guaranteed dollar amount, which increases annually or by a percentage of gross advertising sales revenues, whichever is greater; and

Whereas, four (4) proposals were received, reviewed and forwarded to the evaluation team, which consisted of individuals within Metro Transit and the Marketing Department; and

Whereas, the proposals were scored in accordance with the evaluation requirements specified in the solicitation package, and upon completion of the individual scoring, the cost proposals were reviewed and evaluated; 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 five-year contract with the highest-ranking firm, Adsplosure, Inc., for Metro STL advertising services, 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 authorize the President & CEO to enter into a five-year contract with the highest-ranking firm, Adsplosure, Inc., for Metro STL advertising services, as outlined in the briefing paper, 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 Adspouse, 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 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 24th day of June, 2025.

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
Open Meeting Agenda Item
June 24, 2025**

From: Taulby Roach, President and Chief Executive Officer
Subject: IDOT Agreement for Taxiway Bravo Construction Phase III & IV
Disposition: Approval
Presentation: Mary Lamie, Executive Vice President of Multimodal Enterprises

Objective:

To request from the Board of Commissioners, an authorization for the President and CEO to approve an intergovernmental agreement with the Illinois Department of Transportation (**IDOT**) for the third phase of construction of the Taxiway Bravo reconstruction project (**Taxiway**) at the St. Louis Downtown Airport (**Airport**).

Background:

In 2009, the Federal Aviation Administration (**FAA**) identified the reconstruction of the Taxiway as a required project to meet and maintain federal safety standards. The Taxiway project was first reflected in the Airport's State and Federal Capital Improvement Plan in December 2012 as a multi-phased planning, design, and reconstruction project.

Completed phases to date include the preliminary planning, final engineering, and the first construction phase which constructed several taxiway fillets. The second construction phase received Board approval and has been awarded by IDOT to be constructed Spring of 2025. The scope of this third construction phase includes the construction of taxiway pavement, lights, and signage.

The intergovernmental agreement for this phase of the project was previously presented to the Operations Committee at the August 16, 2024 committee meeting and adopted by the Board of Commissioners at the September 19, 2024 meeting. The agreement is being reintroduced to the Committee and Board as the construction contract was not executed between IDOT and the low bidder. IDOT letting specifications require contract award within 90 days of the letting date. The original letting date of the project was June 14, 2024. IDOT awarded the contract to the low bidder on November 12, 2024, 151 days after the letting. The low bidder declined execution of the contract based on the delay, citing supplier and subcontractor timing conflicts.

Because of the delay of Phase III and timing of the following phase IV, the decision was made to combine the two phases into a single bid to attract additional bidders, increase efficiency, and reduce costs. IDOT advertised the new combined project and received bids on April 25, 2025. As detailed below the new low bidder is Millstone-Weber with the low construction bid of \$13,795,766.00, with engineering oversight fees of \$576,375.28 for a total project cost of \$14,296,516.00.

The Phase III portion of the project is funded 90% by the FAA, 5% by IDOT, and 5% by the airport and Phase IV portion of the project is funded at 95% by the FAA, 2.5% by IDOT, and

2.5% by the airport fund. The calculations separating the two phases have been conducted, but not yet approved. The previous Phase III project cost was \$5,589,253.77 with a local share of \$279,462.69 the new Phase III has an estimated project cost of \$5,727,030.00 with a local share of \$286,351.50 for an estimated increased cost of \$6,888.81 to the Airport Fund. Due to the reduced local share requirement the maximum amount eligible costs of the combined project are included in Phase IV to minimize the Airport Fund's local share.

Infrastructure Improvements: This project would reconstruct approximately 4,000 feet of taxiway bravo. Including the removal and replacement of concrete and the removal, replacement, and upgrade of the associated taxiway lighting and signage system.

The project was included on the State of Illinois April 25, 2025 letting. IDOT received following bids:

Bid 1: \$ 13,795,766.00
Bid 2: \$ 13,868,127.77

IDOT intends to accept the low bid and enter into a contract with Millstone-Weber. Below is the total project budget:

Construction:	\$	13,795,766.00
Engineering:	\$	576,375.00
Total:	\$	14,372,141.00

The Phase III portion of the total project costs will be funded 90% by the Federal Aviation Administration, 5% by IDOT, and 5% by Bi-State Development's Airport Fund. The Phase IV portion of the total project costs will be funded 95% by the Federal Aviation Administration, 2.5% by IDOT, and 2.5% by Bi-State Development's Airport Fund. Since the funding levels of the two phases have not been formally adopted by IDOT, management is requesting approval for a 5% local share of the total project cost to ensure the agreement can be executed and the project awarded knowing the local share will be significantly less. The expected local match is \$502,479.28 not to exceed \$718,607.05.

Analysis:

This construction project is necessary to continue and complete the required multi-phased Taxiway Bravo reconstruction project and is part of the airport's overall infrastructure implementation plan that supports airport safety, operations, and users.

Previous Action:

The Operations Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners authorize the President and CEO to enter into an intergovernmental agreement with the Illinois Department of Transportation for the third and fourth phase of construction of the Taxiway Bravo reconstruction project at the St. Louis Downtown Airport.

Attachments:

- A. Intergovernmental Agreement
- B. Project Phasing

Funding Source:

The total project cost of the taxiway project is \$14,372,141.00. The airport will be utilizing federal Airport Improvement Program funds along with State of Illinois matching funds and Bi-State Development, St. Louis Downtown Airport funds. The funding is as follows:

	<u>Phase III</u>		<u>Phase IV</u>
Federal:	\$ 5,154,327.00	Federal:	\$ 8,212,855.45
State:	\$ 286,351.50	State:	\$ 216,127.77
<u>BSD:</u>	<u>\$ 286,351.50</u>	<u>BSD:</u>	<u>\$ 216,127.78</u>
Total:	\$ 5,727,030.00	Total:	\$ 8,645,111.00

No Board Policy applies; however, Missouri Revised Statutes, Section 70.220 and Section 70.230, require agreements between municipalities or other units of government be approved by the Governing Board of such entity.

Agreement No. _____

GRANT AGREEMENT



BETWEEN

**THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND**

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield Illinois 62764, and _____ (Grantee), with its principal office at _____ and payment address (if different than principal office) at _____ hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. Under penalties of perjury, Grantee certifies that: Grantee's correct DUNS Number _____ Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and _____ is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

Agreement No. _____

1.2. Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$_____ of which \$_____ are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is _____ the federal awarding agency is Federal Aviation Administration, and the Federal Award date is _____. If applicable, the Assistance Listing Program Title is Airport Improvement and Aeronautics State Match Program and Assistance Listing Number is _____. The Catalog of State Financial Assistance (CSFA) Number is _____ and the CSFA Name is Airport Improvement Program and Aeronautics State Match Program. The State Award Identification Number is _____.

1.4. Term. This Agreement shall be effective on _____ and shall expire 5 years after execution of this Agreement or _____ (the "Term"), unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

The Remainder of this page is left blank intentionally

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

By: _____

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

By: _____

Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

By: _____

Signature of Third Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor’s Office of Management and Budget.

“Grant” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30

ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State

or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit

Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. **Government Cost Principles.** The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and

must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care,

early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods

from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall

follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. 2 CFR 200.301; 200.210.

ARTICLE XV

AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit

conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee

Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status,

federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original

purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and

achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced

herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A
PROJECT DESCRIPTION

CSFA Number:

NOSA/SAIN Number:

GATA Registration Number:

The GRANTOR and the GRANTEE desire to sponsor an Airport Improvement Program (AIP) project for the further development of a public airport, known or to be designated as the _____ under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as "Act"), rules, regulations, and procedures promulgated pursuant to; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). Project is more fully described below and in Exhibit C.

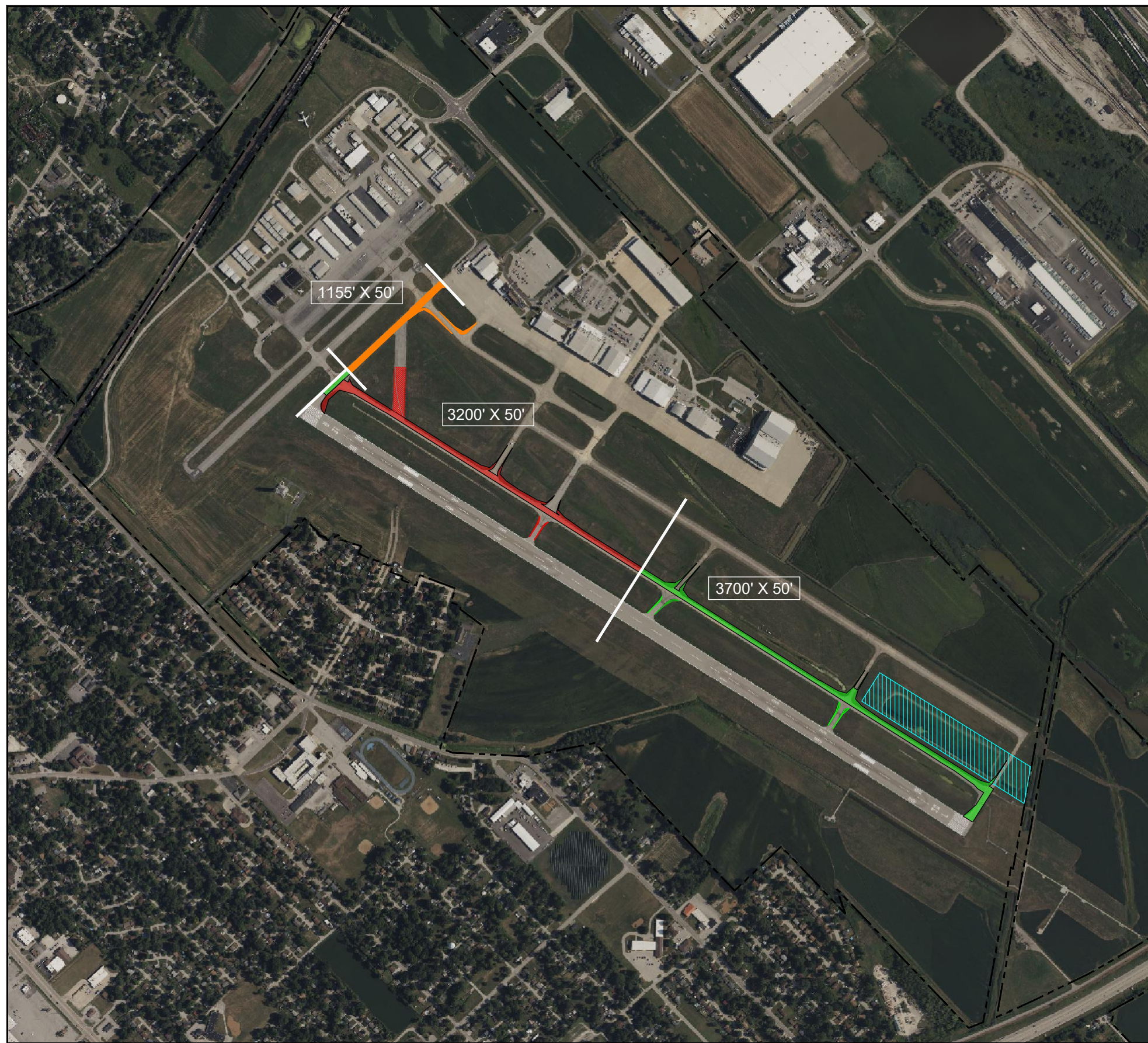
The GRANTEE has applied for state assistance in procuring state or federal funds and hereby designates the GRANTOR as required by the above legal authority to accomplish the Project described below; and

As applicable, the GRANTOR has filed a preapplication for federal funds, with the FAA on behalf of the GRANTEE and has appropriated certain monies for the Project; and

The GRANTEE hereby designates the GRANTOR, as its Agent, and the GRANTOR hereby accepts the designation to act as Agent for the GRANTEE.





(Locally Let) Building - REIMBURSEMENT:

MAY 06, 2025 10:42 AM ST01201547 I:\2310BBS\23A0001D\CAD\AIRPORT\SHEET\EXHIBITS\CPS_TWY_B_PROGRAM - 2025.DWG

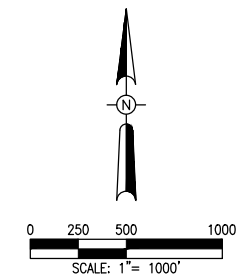


LEGEND

PROJECT DESCRIPTION

COMPLETED	TWY B, PH. 1: FILLET IMPROVEMENTS
COMPLETED	PRELIMINARY ENGINEERING - TWY B
ONGOING	FINAL DESIGN - TWY B
	CONSTR. 2025 TWY B, PH. 2: WETLAND RELOCATION AND DRAINAGE IMPROVEMENTS
	BID APRIL 2025 TWY B, PH. 3: RELOCATION (TWY B5 TO B7 + TWY B1 INTERSECTION)
	BID APRIL 2026 TWY B, PH. 4: RELOCATION (TWY B1 TO B7)
	2027 TWY B, PH. 6: RECONSTRUCT TWY B1, A1, AND WIDEN FILLETS AT TWY A

--- EXISTING AIRPORT PROPERTY LINE



DATE	REVISION

ST. LOUIS DOWNTOWN AIRPORT (CPS)
 METRO (BI-STATE DEVELOPMENT AGENCY)
 CAHOKIA/SAUGET, ST. CLAIR COUNTY, ILLINOIS
 2026 - 2030 TIPS

HANSON PROJECT		DMAIRPT-CPS
FILENAME		CPS TWY B PROGRAM - 2025
SCALE		1"=1,000' (Approx.)
DATE		5/5/25
LAYOUT	BSS	5/5/25
DRAWN	JRH	5/5/25
REVIEWED	BSS	5/5/25



HANSON
 Hanson Professional Services Inc.
 1525 South Sixth Street
 Springfield, Illinois 62703
 Offices Nationwide www.hanson-inc.com

PROPOSED AIRFIELD IMPROVEMENTS

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)
FOR PHASE III AND PHASE IIV OF CONSTRUCTION OF THE
TAXIWAY BRAVO RECONSTRUCTION PROJECT (TAXIWAY)
AT THE ST. LOUIS DOWNTOWN AIRPORT**

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 purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, passenger transportation facilities, and motor vehicle and other terminal or parking facilities; to contract with municipalities or other political subdivisions for the services or use of any facility owned or operated by the Agency, or owned or operated by any such municipality or other political subdivision; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Missouri Revised Statutes, Section 70.220 and Section 70.230, require agreements between municipalities or other units of government be approved by the Governing Board of such entity, and Section 5 of the “Intergovernmental Cooperation Act,” 5 Ill. Comp. Stat. 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contact shall be authorized by the governing body of each party to the contract; and

Whereas, in 2009, the Federal Aviation Administration (FAA) identified the reconstruction of the Taxiway as a required project to meet and maintain federal safety standards; and

Whereas, the Taxiway project was first reflected in the Airport’s State and Federal Capital Improvement Plan in December 2012, as a multi-phased planning, design, and reconstruction project; and

Whereas, although the intergovernmental agreement for Phase III of the project was previously presented to the Operations Committee at the August 16, 2024 committee meeting, and adopted by the Board of Commissioners at the September 19, 2024 meeting, the agreement is being reintroduced to the Committee and Board, as the construction contract was not executed between IDOT and the low bidder; and

Whereas, because of the delay of Phase III, and timing of the following phase IV, the decision was made to combine the two phases into a single bid, to attract additional bidders, increase efficiency, and reduce costs; and

Whereas, this construction project is necessary to continue and complete the required multi-phased Taxiway Bravo reconstruction project and is part of the airport’s overall infrastructure implementation plan that supports airport safety, operations, and users; and

Whereas, it is feasible, necessary and in the public interest for the Board of Commissioners to authorize the President & CEO to enter into an intergovernmental agreement with the Illinois Department of Transportation for the third and fourth phase of construction of the Taxiway Bravo reconstruction project at the St. Louis Downtown Airport, 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 for the President & CEO to Execute the Agreement. The Board of Commissioners hereby authorizes the President & CEO to enter into an intergovernmental agreement with the Illinois Department of Transportation for the third and fourth phase of construction of the Taxiway Bravo reconstruction project at the St. Louis Downtown Airport, 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. Form of the Agreement. The form of the Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), substantially in the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect this Agreement, with the necessity and desirability of such changes, modifications, insertions and omissions conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Agreement and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. 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 6. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the Illinois Department of Transportation.

Section 7. Governing Law. The laws of the State of Illinois shall govern this Resolution.

Section 8. 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 9. 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 Agreement.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of June, 2025.

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
Open Session Agenda Item
June 24, 2025**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification: Employee Medical Testing & Wellness Services**
Disposition: Approval
Presentation: Thomas Curran, Executive Vice President – Administration
Andrew Ghiassi, General Manager – Safety, Chief Safety Officer

Objective:

To present to the Board of Commissioners for approval, a request to modify Bi-State’s Occupational Medicine contract with BarnesCare, Inc. for employee medical testing and wellness services.

Background:

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

On May 1, 2021, Bi-State Development (BSD) entered into a contract with BarnesCare, Inc. to provide the required services for Occupational Medicine in the amount of \$1,513,655.00 for a performance period of three (3) base years and two (2) option years.

Analysis:

Beginning in November 2021, BSD initiated monthly job fairs in response to the demand for Mechanics, Bus Operators, and Van Operators. Job fairs were not incorporated into the Barnes Care contract's cost estimates at the time of its initiation. The job fairs resulted in a substantial increase in costs associated with occupational medicine due to the significant increase in Pre-employment Drug and Alcohol Testing, Essential Functions Testing, DOT Medical Certifications, and conducting all of these on-site for ranges of 40 – 150 candidates per event. The rise in expenditures is also being driven by the increased volume of random testing and post-accident testing, which are associated with the growth of the workforce as a result of job fairs.

Additional Funds are needed to cover services rendered for Option Year 1 and anticipated services for Option Year 2.

Funding Source:

Operational Funds

Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
Contract Modification: Employee Medical Testing & Wellness Services
June 24, 2025
Page 2

Previous Action:

The Operations Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners authorize the President & CEO to execute a contract modification with BarnesCare, Inc. for Occupational Medicine for employee medical testing and wellness services in the amount of \$1,500,000.00, increasing the not-to-exceed amount to **\$3,013,655.00**.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH
BARNESCARE, INC. FOR OCCUPATIONAL MEDICINE FOR
EMPLOYEE MEDICAL TESTING AND WELLNESS SERVICES**

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.1 states that the Board of Commissioners shall approve Competitive Negotiated Procurement which exceed \$500,000; and

Whereas, on May 1, 2021, Bi-State Development (BSD) entered into a contract with BarnesCare, Inc. to provide the required services for Occupational Medicine in the amount of \$1,513,655.00 for a performance period of three (3) base years and two (2) option years; and

Whereas, beginning in November 2021, BSD initiated monthly job fairs in response to the demand for Mechanics, Bus Operators, and Van Operators, and these job fairs were not incorporated into the Barnes Care contract's cost estimates at the time of its initiation; and

Whereas, the job fairs resulted in a substantial increase in costs associated with occupational medicine due to the significant increase in Pre-employment Drug and Alcohol Testing, Essential Functions Testing, DOT Medical Certifications, and conducting all of these on-site; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to authorize the President and CEO to execute a contract modification with BarnesCare, Inc. for Occupational Medicine, for employee medical testing and wellness services, in the amount of \$1,500,000.00, increasing the total not-to-exceed amount to \$3,013,655.00, 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 Modification of the Contract. The Board of Commissioners hereby authorizes the President and CEO to execute a contract modification with BarnesCare, Inc. for Occupational Medicine, for employee medical testing and wellness services, in the amount of \$1,500,000.00, increasing the total not-to-exceed amount to \$3,013,655.00, 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 BarnesCare, 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 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 24th day of June, 2025.

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
Open Session Agenda Item
June 24, 2025**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Sole Source Contracts for Hardware and Software Maintenance**
Disposition: Approval
Presentation: Thomas Curran, Executive Vice President, Administration

Objective:

To present to the Board of Commissioners for approval, a request for sole source contracts for hardware and software maintenance as budgeted for FY 2026.

Background:

Bi-State Development (BSD) has made significant investment in its technology platforms, to enhance all aspects of our businesses. Each of these systems requires continued support from the manufacturer/developer, to ensure the software functions as expected and remains current with technology updates. When software products are initially licensed and deployed, BSD enters into software maintenance agreements with the manufacturer/developer that ensure the necessary support is available. These software maintenance agreements provide for:

- 1) Correction of “bugs” discovered after software delivery;
- 2) Enhancement of the software to improve performance and maintainability;
- 3) Adaptive maintenance to ensure continued efficient operation in changing operational environments; and
- 4) Emergency support to correct issues that may interfere with the efficient operation of the software.

Contracts for technology hardware and software maintenance had historically been submitted to the Board individually as needed. During the October 2013 Operations Committee meeting, it was suggested that BSD revise this approach in favor of an annual approval of the required contracts. This approach was adopted and has since become our standard procedure.

Analysis:

BSD’s FY 2026 Operating Budget allocates approximately \$4,000,000 for costs associated with sole source hardware and software maintenance contracts. Most of the contracts cost less than \$100,000 per year, and therefore do not require approval of the Board of Commissioners. The following providers’ annual costs are anticipated to exceed the \$100,000 threshold, which requires Board approval.

<u>Supplier</u>	<u>Product Description</u>	<u>Annual Cost</u>
Giro	Operator Dispatch System	\$ 172,000
Indra	Fare Collection System	\$ 200,000
UKG (Kronos)	Employee Timekeeping System	\$ 219,000
M-Files	File Vault	\$ 115,000
Spare Labs	Call-A-Ride Scheduling Software	\$ 510,000

Scheidt and Bachmann	Farebox Management System	\$ 373,000
Trapeze	Operations & Customer Service Systems	\$ 668,000
Vontas	Transit Master Scheduling for MetroBus	\$ 490,000
DataServ	Vendor Payment Invoicing Software	\$ 105,000
Oracle	Upgrade Hardware, Software, Patching	\$ 700,000
Gartner	Membership and BuySmart software	\$ 130,000
	Total	\$ 3,682,000

BSD staff shall analyze each situation, prior to entering into any contracts, to verify the continued need and appropriate level of support. Negotiations will be conducted with the contractor to ensure reasonableness of cost.

Previous Action:

The Audit, Finance & Administration Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Audit, Finance & Administration Committee recommends that the Board of Commissioners approve this request for FY 2026 funding of Sole Source Contracts for Hardware and Software Maintenance.

Funding Sources:

Hardware and software maintenance is budgeted in the annual operating budget and funded through local sales tax appropriations.

The Oracle Upgrade project will be funded through Federal grant CP_24003_1202 for three (3) years and will extend the life of the software until 2035.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI - ILLINOIS METROPOLITAN DISTRICT
AWARDING SOLE SOURCE CONTRACTS FOR
HARDWARE AND SOFTWARE MAINTENANCE SERVICES**

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 Operating Budget; and

Whereas, the Agency has made significant investment in its technology platforms to enhance all aspects of its operations, and each of these systems require continued support from the manufacturer/developer to ensure the necessary support is available; and

Whereas, when software products are initially licensed and deployed, the Agency enters into software maintenance agreements with the manufacturer/developer to ensure that the necessary support is available, and pursuant to the October 2013, Operations Committee recommendation, only annual Board approval of hardware and software maintenance contracts will henceforth be obtained, rather than individually as needed; and

Whereas, the cost of most of the contracts are less than the \$100,000 Board Policy threshold, and therefore, do not require Board approval; however, eleven (11) providers: Giro, Indra, UKG (Kronos), M-Files, Spare Labs, Scheidt and Bachmann, Trapeze, Vontas, DataServ, Oracle, and Gartner, annual contract costs are each anticipated to approach or exceed the \$100,000 threshold; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve the award of "sole source" contracts for Giro, Indra, UKG (Kronos), M-Files, Spare Labs, Scheidt and Bachmann, Trapeze, Vontas, DataServ, Oracle, and Gartner, for the support of the Agency's hardware and software systems as required and within the amounts provided for in the FY2026 Operations 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 I.

Section 2. Approval of the Sole Source Contracts. The Board of Commissioners hereby approves the sole source contracts for Giro, Indra, UKG (Kronos), M-Files, Spare Labs, Scheidt and Bachmann, Trapeze, Vontas, DataServ, Oracle, and Gartner, for the support of the Agency's hardware and software systems as required and within the amounts provided for in the FY2026 Operations 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 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 Giro, Indra, UKG (Kronos), M-Files, Spare Labs, Scheidt and Bachmann, Trapeze, Vontas, DataServ, Oracle, and Gartner.

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 24th day of June, 2025.

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
Open Session Agenda Item
June 24, 2025**

From: Taulby Roach, President & Chief Executive Officer
Subject: **Proposed Board Policy Revisions, Sections 60.040 and 70.010**
Disposition: Approval
Presentation: Greg Linhares, Chief Legal Counsel

Objective:

To present to the Board of Commissioners for approval, the attached revisions to Board Policy, in order to ensure consistency with recent Executive Orders.

Background:

On January 20 and immediately thereafter, a series of Executive Orders – followed by further Orders from the Department of Justice (DOJ), the Equal Employment Opportunity Commission (EEOC), and the Department of Transportation (USDOT) – prevented Executive agencies and any entity seeking funds from any such agency from the use or creation of policies concerning diversity, equity, inclusion, or affirmative action, among other requirements.

Analysis:

As previously briefed to the Board, upon the signing of these series of Orders, BSD underwent a thorough review of all organizational publications, policies, procedures, programs, forms, and any other materials or processes of any kind to ensure compliance. Upon review of the Chief Legal Counsel, only two Board Policies violate the terms of the new Orders. The two revisions are as follows: 1) elimination of the term “Affirmative Action” from Board Policy, and the ensuing elimination of the Affirmative Action policy (see Section 60.040); and 2) elimination of the term “equity” as a criterion for review in personnel actions (see Section 70.010).

Previous Action:

The Audit, Finance & Administration Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Audit, Finance & Administration Committee recommends that the Board of Commissioners approve the attached revisions to Board Policy. In addition, it is requested that the Chair of the Board of Commissioners designate that the proposed revision to Board Policies, not be tabled pursuant to Article VI (D) of the Board Bylaws, as it is in the best interest of the Agency that these revised Board Policies be approved at the Board Meeting on June 24, 2025.

Attachments:

- Redlined – Proposed Revisions, Section 60.040 and 70.010, Board Policy

Funding Source:

N/A

Section 60.040. ~~Affirmative Action~~ Equality of Opportunity. [Revised 6-20-2025]

A. Policy. It is the policy of the Agency to identify and implement methods to ensure and promote true equality of opportunity for all persons – without regard to race, color, religion, gender, national origin, disability, age, veteran’s status, or other applicable legally protected criteria.

B.

~~Affirmative Action Plan.~~

~~1. In order to ensure compliance with this policy, the Commission directs the President & CEO to maintain an Affirmative Action Plan, to review it annually, and to present each year’s updated plan for Commission review and approval.~~

~~2. The Affirmative Action Plan will stimulate a fuller awareness of opportunities for improvement within the Agency. The need for the highest standard of performance in this area will be addressed by proactive and innovative efforts. The result will be significant gains in accomplishing the Agency’s equal opportunity and affirmative action goals.~~

Commitment. The Board of Commissioners hereby reaffirms its commitment to equal employment opportunity for all persons regardless of race, color, religion, gender, national origin, disability, age, veteran’s status, or other applicable legally protected criteria. In implementing this policy commitment, the Agency fully recognizes and readily accepts its responsibility to ensure full participation for all persons in society and to guarantee them equal opportunity to complete for and obtain employment based on objective criteria without regard to race, color, religion, gender, national origin, disability, age, veteran’s status, or other applicable legally protected criteria. Violation of this policy by an Agency employee will result in immediate discipline, up to, and including, termination of employment.

Section 70.010. Personnel Decisions Review. [Revised 4-19-2024 6-20-2025]

A. Policy. It is the policy of the Agency to create and sustain the most effective and efficient work environment in the region. As a further way to ensure fairness ~~and equity~~ in personnel actions, it is the policy of the Agency to provide a process for review and approval of actions affecting the hiring, evaluation, issuance of raises, promotion, transfer and termination of individual Agency employees, including the employee’s rights under both the law and the Agency’s processes. The President and CEO will direct the Agency to develop Management Policies and Procedures aligned with Board Policy.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY OF
THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
TO APPROVE REVISIONS TO BOARD POLICY, SECTIONS 60.040 AND 70.010**

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 make suitable rules and regulations consistent with its mission and not inconsistent with the constitution or laws of either state, or any political subdivision thereof; and

Whereas, Article VI of the Bylaws – Board Policies of the Agency, provides that any action by the Board establishing policy, administrative, business, or otherwise, shall be known as "Board Policies" and that the Board may adopt, amend or repeal, in whole or in part, the Board Policies at any meeting of the Board, except that unless otherwise designated by the Chair, all Board Policies shall be tabled for a period of one month and shall become effective upon adoption by the Board; and

Whereas, on January 20 and immediately thereafter, a series of Executive Orders, followed by further Orders from the Department of Justice (DOJ), the Equal Employment Opportunity Commission (EEOC), and the Department of Transportation (USDOT), prevented Executive agencies, and any entity seeking funds from any such agency, from the use or creation of policies concerning diversity, equity, inclusion, or affirmative action, among other requirements; and

Whereas, upon the signing of these series of Orders, BSD underwent a thorough review of all organizational publications, policies, procedures, programs, forms, and any other materials or processes of any kind to ensure compliance; and

Whereas, upon review of the Chief Legal Counsel, only two Board Policies violate the terms of the new Orders, and the two revisions are as follows: 1) elimination of the term "Affirmative Action" from Board Policy, and the ensuing elimination of the Affirmative Action policy (see Section 60.040); and 2) elimination of the term "equity" as a criterion for review in personnel actions (see Section 70.010); and

Whereas, it is feasible, necessary and in the public interest for the Board of Commissioners to approve and adopt revisions to Board Policy, Sections 60.040 and 70.010, 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 as fully and completely as if set out in full in this Section 1.

Section 2. Approval of Board Policy Revisions. The Board of Commissioners hereby approves and adopts revisions to Board Policy, Sections 60.040 and 70.010, as set forth in Section 3 of this Resolution, and waives tabling the revisions, as provided in Article VI of the Bylaws, so that they are effective upon Board approval, 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. Form of the Board Policy, Sections 60.040 and 70.010. The form of the Sections 60.040 and

70.010 revisions (as provided in the Attachments and made a part hereof), substantially in the form presented to this meeting are hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Sections 60.040 and 70.010 revisions, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect the Sections 60.040 and 70.010 revisions with the necessity and desirability of such changes, modifications, insertions and omissions conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. 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 6. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency, officers and employees.

Section 7. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 8. 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 9. 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.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of June, 2025.

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 - Voluntary Employee Benefits Insurance Program**
Disposition: Approval
Presentation: Anita Dunn – Health & Welfare Plan Manager

Objective:

To present to the Board of Commissioners for approval, a request for authorization to award Contract 25-RFP-608479-DR - Voluntary Employee Benefits Insurance Program for a five-year period effective January 1, 2026.

Background:

On February 26, 2025, Gallagher Benefit Services, on behalf of and in conjunction with Bi-State Development (**BSD**) issued Solicitation **25-RFP-608479-DR** to retain a qualified firm to offer voluntary Critical Illness, Off-The-Job Accident, Permanent Life insurance with Long Term Care Rider, Individual Short-Term Disability (ISTD), Hospital Indemnity and Pet Insurance benefits to employees of BSD. A five (5) year contract period of performance was requested as well as rates guaranteed for three (3) years at a minimum. The solicitation was advertised on BSD’s website and the firms were asked to verify their ability to provide the services outlined in the Request for Proposal.

Proposals were due March 17, 2025, and Gallagher received a total of seven (7) proposals that met the minimum requirements for the Critical Illness, Accident, Perm Life with Rider, ISTD and Hospital Indemnity. They were submitted by:

- | | |
|---------------------|------------------|
| 1. Unum (Incumbent) | 5. Guardian |
| 2. Aflac | 6. New York Life |
| 3. Allstate | 7. The Standard |
| 4. Chubb | |

Proposals were due March 17, 2025, and Gallagher received a total of three (3) proposals that met the minimum requirements for the Pet Insurance. They were submitted by:

1. MetLife
2. Unum/Nationwide
3. Pet Partners

Analysis:

On April 7, 2025, Gallagher met with the Bi-State evaluation team and provided their technical and financial (cost) marketing results comparison of all companies. Through its evaluation of the seven (7) companies and their ability to offer all five current voluntary products, Gallagher determined that Unum offered the most advantageous coverage terms for the premium cost and the BSD evaluation team concurred. In addition, Unum offers a 5-year rate guarantee.

In terms of the carriers that were considered for Pet Insurance, Gallagher narrowed it down to the three (3) carriers that offered a payroll deduction option in line with BSD’s current payroll

deduction process. After reviewing those three proposals based on cost and plan design, Gallagher recommended Unum/Nationwide as the best vendor choice for an added Pet Insurance option.

Overall based on the proposals received and reviewed, the evaluation team agreed to recommend to the Committee that Bi-State retain the incumbent, Unum, for the current voluntary benefit offerings of Critical Illness, Accident, ISTD, Perm Life w Rider and Hospital Indemnity and to add a Pet Insurance option through Unum/Nationwide.

The chart below illustrates the estimated cost for Unum which is based on current participation levels with the current services and estimated participation in Pet Insurance based on Gallagher’s book of business.

Unum – Rates guaranteed for entire 5-year contract period							
Contract Years	Accident	Critical Illness	Ind. STD	Perm Life w/Rider	Hospital Indemnity	Pet*	Estimated Total Annual Cost
Year 1	\$111,536	\$324,756	\$283,003	\$559,018	\$48,825	\$6,494	\$1,333,632
Year 2	\$111,536	\$324,756	\$283,003	\$559,018	\$48,825	\$6,494	\$1,333,632
Year 3	\$111,536	\$324,756	\$283,003	\$559,018	\$48,825	\$6,494	\$1,333,632
Year 4	\$111,536	\$324,756	\$283,003	\$559,018	\$48,825	\$6,494	\$1,333,632
Year 5	\$111,536	\$324,756	\$283,003	\$559,018	\$48,825	\$6,494	\$1,333,632
Five-Year Total							\$6,668,160
*19 pure bred Labrador Retriever (5 puppies, 9 teen, 5 older) and 19 Domestic Shorthair (5 kittens, 9 teen, 5 older)							

Funding Source:

This voluntary benefit program is 100% contributory on the part of the BSD employee and is completely funded by payroll deductions. BSD will be expected to pay the payroll deducted premium on behalf of the electing employee.

Previous Action:

The Audit, Finance & Administration Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Audit, Finance & Administration Committee recommends that the Board of Commissioners approve this request to award Contract 25-RFP-608479-DR - Voluntary Employee Benefits Insurance Program to Unum, at an estimated employee funded cost of \$1,333,632 annually, or **\$6,668,160 over the five-year contract period**. Actual payments under the contract during its term will be dependent upon the actual level of employee participation and their plan selection.



Insurance | Risk Management | Consulting

**Critical Illness
Accident
Individual Short Term Disability
Perm Life with Rider
Hospital Indemnity
Pet Insurance**

PROVIDER PROPOSALS

Prepared By:
Gallagher Benefit Services, Inc.

EXCLUSIVELY FOR:

Bi-State Development Agency

GBS Proprietary & Confidential

The information contained herein is subject to the disclosures and disclaimers on the final page of this proposal.

5/1/2025

**Bi-State
Critical Illness/ Accident/ ISTD/ Perm Life with Rider/ Hospital/ Pet Insurance
Carrier Overview**

Name of Project /RFP						
Effective Date	January 1, 2026					
Date of Release	Februrary 26, 2025					
RFP Solicitation Number	25-RFP-608479-DR					
Deadline for Questions	March 12, 2025					
Bid Submission Deadline	March 17, 2025					
Applicable Commissions/Supplemental Compensation						
Critical Illness/ Accident/ ISTD/ Perm Life with Rider/ Hospital						
Unum (Incumbent)	Aflac	AllState	Chubb	Guardian	New York Life	Standard
Acc / STD: 60% Year 1, 5% Years 2-5, 2.5% years 6+	Acc: 65% Year 1, 7% Years 2+	Acc: 60% Year 1, 5% Years 2+	Acc: 70% Year 1, 5% Years 2-10, 2.5% Years 11+	Acc / CI: 65% Year 1, 10% Years 2+	65% Year 1, 10% Years 2+	Acc / HI: 50% Year 1, 5% Years 2-10, 2.5% Years 11+
CI: 70% year 1, 10% Years 2+	CI: 70% Year 1, 8% Years 2+	CI: 70% Year 1, 8% Years 2+	CI: 70% Year 1, 10% Years 2-10, 2.5% Years 11+			
HI: 60% Year 1, 5% Years 2+	HI: 55% Year 1, 8.3% Years 2+	HI: 50% Year 1, 3% Years 2+	HI: 55% Year 1, 4% Years 2+	HI: 60% Year 1, 10% Years 2+		CI: 70% Year 1, 10% Years 2-10, 2.5% Years 11+
PL: 85% Year 1, 5% Years 2-10, 2.5% Years 11+	STD: 45% Year 1, 1.7% Years 2+	PL: 100% Year 1, 3% Years 2+	STD: 60% Year 1, 8% years 2-10, 2.5% Years 11+	STD: 40% Year 1, 10% Years 2+		
	PL: 100% year 1, 4% Years 2+		PL: 90% Year 1, 4% Years 2-10, 3.5% Years 11+			
Pet Insurance						
MetLife	Unum/Nationwide	Pet Partners				
10% Level	10% Year 1, 5% Years 2+	20% Year 1, 5% Year 2+				

**Bi-State
Critical Illness/ Accident/ ISTD/ Perm Life with Rider/ Hospital/ Pet Insurance
Service Overview**

Critical Illness/ Accident/ ISTD/ Perm Life with Rider/ Hospital	Unum (Incumbent)	Aflac	AllState	Chubb	Guardian	New York Life	Standard
Products Quoted	All	All	Not STD	All	Not Perm Life	Not Perm Life or STD	Not Perm Life or STD
Benefits compatible with Oracle	Yes	Yes (STD/PL Plans Cannot be enrolled on Oracle)	Yes	Yes	Yes	Yes	Yes
Claims Turnaround	5 business Days	2.7 business days	3-5 business days	10-30 business days	5 business days	5 business days	3-5 business days
Rate Guarantee	5 year rate guarantee	Acc / CI / HI: 5 Years STD / WL: State Filed	5 years	Acc / CI / HI / PL: 3 Years STD: 2 Years	3 years	3 years	3 years
Pet Insurance	MetLife	Unum/Nationwide	Pet Partners				
Payroll Deduction	List-Bill (Direct-Bill Available)	Self-Bill	Self-Bill or List-Bill				
Multi-Pet Discount	5% For 2; 10% For 3+	5% For 2 or 3; 10% For 4+	True Group Product (Inherent in Rates)				
Group Pet Insurance Discount	Associations: 5%; Employer Groups: 10%	5%	True Group Product (Inherent in Rates)				

**Bi-State
Critical Illness/ Accident/ ISTD/ Perm Life with Rider/ Hospital/ Pet Insurance
Service Evaluation**

	Unum	Aflac	AllState	Chubb	Guardian	New York Life	Standard
Products Quoted	7	7	4	7	4	2	2
Benefits compatible with Oracle	7	1	7	7	7	7	7
Employee Eligibility	4	7	6	1	3	3	6
Rate Guarantee	7	5	6	4	3	2	2
Total Score	25	20	24	19	17	14	17
Final Ranking	1	3	2	4	5	7	5

	MetLife	Unum/Nationwide	Pet Partners
Pet	1	3	2
Total Score	1	3	2
Final Ranking	3	1	2

Pricing-Ranking on each coverage and then overall package

Bi-State Critical Illness/ Accident/ ISTD/ Perm Life with Rider/ Hospital/ Pet Insurance Financial Exhibit							
Carrier (Current Annual Fee)	Unum	Aflac	AllState	Chubb	Guardian	New York Life	Standard
Critical Illness							
Age 35	\$ 16.28	\$ 14.78	\$ 13.72	\$ 15.47	\$ 13.00	\$ 12.80	\$ 15.40
Age 45	\$ 31.08	\$ 27.91	\$ 27.37	\$ 29.53	\$ 24.40	\$ 25.40	\$ 27.40
Age 55	\$ 56.08	\$ 50.59	\$ 45.54	\$ 53.28	\$ 45.50	\$ 46.40	\$ 44.80
Accident							
Employee Only	\$ 4.93	\$ 4.93	\$ 4.93	\$ 4.68	\$ 4.83	\$ 4.94	\$ 6.76
Employee & Spouse	\$ 8.94	\$ 8.92	\$ 8.94	\$ 8.84	\$ 8.76	\$ 8.95	\$ 13.60
Employee & Child(ren)	\$ 16.00	\$ 15.73	\$ 16.00	\$ 15.60	\$ 15.68	\$ 15.99	\$ 20.00
Family	\$ 20.01	\$ 19.72	\$ 20.01	\$ 19.76	\$ 19.61	\$ 20.02	\$ 33.14
ISTD							
Age 35	\$ 24.01	\$ 12.73	N/A	\$ 22.40	\$ 27.20	N/A	N/A
Age 45	\$ 24.01	\$ 12.73		\$ 22.40	\$ 27.20		
Age 55	\$ 35.84	\$ 15.55		\$ 35.50	\$ 38.33		
Perm Life with Rider \$43.34 of premium gets below amount of death benefit \$30,000 Death Benefit							
Age 35	\$ 38,835.00	\$ 33.45	\$ 26.83	\$ 23.37	N/A	N/A	N/A
Age 45	\$ 23,163.00	\$ 57.65	\$ 46.88	\$ 39.52			
Age 55	\$ 12,133.00	\$ 112.70	\$ 88.08	\$ 75.10			
Hospital							
Employee Only	\$ 15.98	EE Paid 15.76 ER Paid 15.76	\$ 11.83	\$ 14.13	\$ 15.66	\$ 15.98	EE Paid 11.91 ER Paid 10.94
Employee & Spouse	\$ 32.78	EE Paid 31.60 ER Paid 15.84	\$ 26.65	\$ 28.99	\$ 32.12	\$ 32.78	EE Paid 20.18 ER Paid 18.52
Employee & Child(ren)	\$ 22.69	EE Paid 25.80 ER Paid 10.04	\$ 15.08	\$ 20.06	\$ 22.24	\$ 22.69	EE Paid 16.67 ER Paid 15.30
Family	\$ 39.49	EE Paid 41.64 ER Paid 25.88	\$ 32.89	\$ 34.92	\$ 38.70	\$ 39.49	EE Paid 29.82 ER Paid 27.38
Carrier (Current Annual Fee)	MetLife		Unum/Nationwide		PetPartners		
Pet Insurance							
Age 2	\$ 33.03	\$ 13.97	\$ 12.40	\$ 5.64	\$ 48.12	\$ 24.40	
Age 6	\$ 49.27	\$ 19.80	\$ 19.18	\$ 8.05			
Age 10	\$ 93.87	\$ 32.99	\$ 29.73	\$ 11.44			

**Bi-State
Critical Illness/ Accident/ ISTD/ Perm Life with Rider/ Hospital/ Pet Insurance
Pricing Evaluation**

	Unum	Aflac	AllState	Chubb	Guardian	New York Life	Standard
Critical Illness	1	3	5	2	7	6	4
Accident	3	5	3	6	6	2	1
ISTD	2	4	N/A	3	1	N/A	N/A
Perm Life with Rider	4	1	2	3	N/A	N/A	N/A
Hospital	1	5	6	4	3	1	7
Total Score	11	18	16	18	17	9	12
Final Ranking	6	1	4	1	3	7	5

	MetLife	Unum/Nationwide	Pet Partners
Pet	2	3	1
Total Score	2	3	1
Final Ranking	3	1	2

Pricing-Ranking on each coverage and then overall package

Disclosures and Disclaimers

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

This analysis is an outline of the coverages proposed by the vendor(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of GBS.

Products and policies/certificates may vary by state and/or carrier, including but not limited to, definitions, provisions, exclusions, and rates. Carriers and/or states may require major medical insurance to be eligible, including proof. Communications, education and enrollment will accommodate state differences and requirements. Final proposals may vary based on effective date, education / enrollment, plan designs, and census updates.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING THE AWARD OF A CONTRACT TO
UNUM FOR VOLUNTARY EMPLOYEE BENEFITS INSURANCE PROGRAM**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) 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, §50.010(E)(1)(a), requires Board approval of Competitive Negotiated Procurements which exceed \$500,000; and

Whereas, this program is 100% contributory on the part of BSD employees and is completely funded by payroll deductions; and

Whereas, on February 26, 2025, Gallagher Benefit Services, on behalf of and in conjunction with Bi-State Development (BSD) issued Solicitation 25-RFP-608479-DR to retain a qualified firm to offer voluntary Critical Illness, Off-The-Job Accident, Permanent Life insurance with Long Term Care Rider, Individual Short-Term Disability (ISTD), Hospital Indemnity and Pet Insurance benefits to employees of BSD; and

Whereas, in response to the solicitation, Gallagher received a total of seven (7) responses that met the minimum requirements for the Critical Illness, Accident, Perm Life with Rider, ISTD and Hospital Indemnity, and three (3) proposals that met the minimum requirements for the Pet Insurance; and

Whereas, on April 7, 2025, Gallagher met with the BSD evaluation team and provided their technical and financial (cost) marketing results comparison of all companies; and

Whereas, through its evaluation of the all companies and their ability to offer the requested products, Gallagher determined that Unum offered the most advantageous coverage terms for the premium cost, and the BSD evaluation team concurred, and, in addition, Unum offers a 5-year rate guarantee; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve the award of Contract 25-RFP-608479-DR - Voluntary Employee Benefits Insurance Program to Unum, at an estimated employee funded cost of \$1,333,632 annually, or \$6,668,160 over the five-year contract period, 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 approves the award of Contract 25-RFP-608479-DR - Voluntary Employee Benefits Insurance Program to Unum, at an estimated

employee funded cost of \$1,333,632 annually, or \$6,668,160 over the five-year contract period, 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 the 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, including the payment of all costs, expenses and fees incurred in connection with or incidental to this Resolution and 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 Unum.

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. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of June, 2025.

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
Open Session Agenda Item
June 24, 2025**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award - Basic Life/AD&D/Voluntary Life/ Retiree Life/ STD/ LTD**
Disposition: Approval and Referral to Board of Commissioners
Presentation: Anita Dunn – Health & Welfare Plan Manager

Objective:

To present to the Board of Commissioners for approval, a request for authorization to award Contract 25-RFP-608478-DR - Basic Life/AD&D/Voluntary Life/Retiree Life/STD/LTD for a five (5) year period, effective January 1, 2026.

Background:

On March 12, 2025, Gallagher Benefit Services, on behalf of and in conjunction with Bi-State Development (**BSD**) issued Solicitation **25-RFP-608478-DR** to retain a qualified firm or firms to offer Basic Life, Accidental Death & Dismemberment (AD&D), Voluntary Life, Retiree Life, Short Term Disability (STD), and Long-Term Disability (LTD) to employees of BSD. The solicitation was advertised on Bi-State’s website and the firms were asked to verify their ability to provide the services outlined in the Request for Proposal.

Proposals were due April 2, 2025 and Gallagher received a total of seven (7) proposals that met the minimum requirements. They were submitted by:

- | | |
|-------------------------|-------------|
| 1. Standard (Incumbent) | 5. Reliance |
| 2. Hartford | 6. Sun Life |
| 3. Lincoln | 7. Unum |
| 4. New York Life | |

Analysis

On April 11, 2025, Gallagher met with the Bi-State evaluation team and provided the marketing results comparison of all companies. During the initial review, it was determined that the top two finalists based on ability to match current plan design and cost were Hartford and New York Life (formerly Cigna). Both of these vendors have provided life & disability products to BSD in the past.

We met again on April 29, 2025 to review the Best and Final Offers from the top finalists and made the decision to schedule system & process reviews with each vendor. It was at this time that we identified a need to increase the maximums for both Short-Term and Long-Term Disability due to the current salary levels. After the vendor demos and upon reviewing revised offers from the top finalists that included increased STD & LTD maximums, the evaluation team agreed to recommend to the Committee that Bi-State offer the Basic Life & AD&D/ Voluntary Life/ Retiree Life/ STD/ & LTD through New York Life.

The charts below illustrate New York Life’s estimated cost which includes an estimated 3% enrollment/volume growth for years 2 through 5 of the contract period for Basic Life, STD & LTD and assumes we receive the rate guarantee for years 4 & 5.

New York Life - Employer Spend					
Contract Years	Basic Life & AD&D	Retiree Life	STD	LTD	Estimated Total Annual Cost
Base Year 1	\$153,000	\$291,000	\$237,000	\$214,000	\$895,000
Base Year 2	\$157,590	\$291,000	\$244,110	\$220,420	\$913,120
Base Year 3	\$162,318	\$291,000	\$251,433	\$227,033	\$931,784
Optional Year 1*	\$167,188	\$291,000	\$258,976	\$233,844	\$951,008
Optional Year 2*	\$172,204	\$291,000	\$266,745	\$240,859	\$970,808
*Year 4 and 5 are contingent rate guaranteed if experience is running at a loss ratio of 82% or less.				Estimated Five-Year Total	\$4,661,720

New York Life - Employee Spend		
Contract Years	Voluntary Life – Employee & Dependent	Estimated Total Annual Cost
Base Year 1	\$190,000	\$190,000
Base Year 2	\$190,000	\$190,000
Base Year 3	\$190,000	\$190,000
Optional Year 1*	\$190,000	\$190,000
Optional Year 2*	\$190,000	\$190,000
*Year 4 and 5 are contingent rate guaranteed if experience is running at a loss ratio of 82% or less.		Estimated Five-Year Total \$950,000

Funding Source:

Funding is provided through Bi-State Development operating funds and employee payroll deductions.

Attachments:

Life & Disability Scorecard

Previous Action:

The Audit, Finance & Administration Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Audit, Finance & Administration Committee recommends that the Board of Commissioners approve this request to award 25-RFP-608478-DR Basic Life & AD&D/ Vol Life/ Retiree Life/ STD/ & LTD to New York Life, at an estimated cost of **\$5,611,720 over the five-year contract period.**



Gallagher

Insurance | Risk Management | Consulting



Bi-State Development 2026 Life, Disability & Leave Management RFP Marketing Results

May 6th - 2025

Market Responses

Prospective Vendors

	Standard (Incumbent)	Hartford	New York Life	Sun Life
Quoted All Lines In-Force	✓	✓	✓	✓
Market Competitive	✓	✓	✓	✓
Rate Guarantee - Life	2 years	3 Years	3 Years	3 Years
Rate Guarantee - STD	2 years	3 Years	3 Years	3 Years
Rate Guarantee - LTD	2 years	3 Years	3 Years	3 Years
Rate Guarantee - Absence	2 years	3 Years	3 Years	3 Years

Claims Breakdown by Line of Coverage



Claims Analysis By Fully Insured Line of Coverage (Life = 1/1/17 to 1/1/25) (STD and LTD = 1/1/2020 to 1/1/2025)

Line of Coverage	Basic/Supp Life	Basic AD&D	STD	LTD
Paid Premium	\$3,500,828	\$109,321	\$904,675	\$499,810
Paid Claims	\$3,232,000	\$1,342	\$618,695	\$402,814
Claim Reserves	\$156,245	--	\$36,112	\$717,261
Incurred Claims	--	--	\$46,793	\$657
Incurred Loss Ratio	97%	1.5%	78%	224%
Credibility	✓	✓	✓	✓

Financial Summary

Annual Spend Combined – All Lines – Current Spend

Bi-State Development - Life & Disability Proposal - Employer Annual Spend

Line of Coverage	Standard (Current)	Standard (Proposed)	Hartford	New York Life
Basic Life and AD&D - Actives	\$165,000	\$195,000	\$146,000	\$143,000
Basic Life - Disabled	\$10,000	\$10,000	\$10,000	\$10,000
Basic Life - Retirees	\$291,000	\$349,000	\$291,000	\$291,000
ER Paid STD	\$236,000	\$236,000	\$236,000	\$236,000
ER Paid LTD	\$149,000	\$179,000	\$210,000	\$202,000

Total	\$851,000	\$969,000	\$893,000	\$882,000
\$ Difference	N/A	\$118,000	\$42,000	\$31,000
% Difference	N/A	14%	5%	4%

Bi-State Development - Life & Disability Proposal - Employee Annual Spend

Line of Coverage	Standard (Current)	Standard (Proposed)	Hartford	New York Life
Voluntary Employee Life	\$175,000	\$175,000	\$175,000	\$175,000
Voluntary Dependent Life - Option 1	\$1,000	\$1,000	\$1,000	\$1,000
Voluntary Dependent Life - Option 2	\$3,000	\$3,000	\$3,000	\$3,000
Voluntary Dependent Life - Option 3	\$11,000	\$11,000	\$11,000	\$11,000

Total	\$1,041,000	\$1,159,000	\$1,083,000	\$1,072,000
\$ Difference	N/A	\$118,000	\$42,000	\$31,000
% Difference	N/A	11%	4%	3%

Annual Employer Spend – Current Spend

Bi-State Development - Life & Disability Proposal - Employer Annual Spend

Line of Coverage	Standard (Current)	Standard (Proposed)	Hartford	New York Life
Basic Life and AD&D - Actives	\$165,000	\$195,000	\$146,000	\$143,000
Basic Life - Disabled	\$10,000	\$10,000	\$10,000	\$10,000
Basic Life - Retirees	\$291,000	\$349,000	\$291,000	\$291,000
ER Paid STD	\$236,000	\$236,000	\$236,000	\$236,000
ER Paid LTD	\$149,000	\$179,000	\$210,000	\$202,000
Total	\$851,000	\$969,000	\$893,000	\$882,000
\$ Difference	N/A	\$118,000	\$42,000	\$31,000
% Difference	N/A	14%	5%	4%

Annual Employee Spend – All Lines **Current Spend**

Bi-State Development - Life & Disability Proposal - Employee Annual Spend				
Line of Coverage	Standard (Current)	Standard (Proposed)	Hartford	New York Life
Voluntary Employee Life	\$175,000	\$175,000	\$175,000	\$175,000
Voluntary Dependent Life - Option 1	\$1,000	\$1,000	\$1,000	\$1,000
Voluntary Dependent Life - Option 2	\$3,000	\$3,000	\$3,000	\$3,000
Voluntary Dependent Life - Option 3	\$11,000	\$11,000	\$11,000	\$11,000

IRS Straddle Test: 

Vol Life Participation: 177/719 (25%)

Average Certificate of Coverage: \$128,242

Annual Spend Combined – Retiree Life

Bi-State Development - Life & Disability Proposal - Employer Annual Spend

Line of Coverage	Standard (Current)	Standard (Proposed)	Hartford	New York Life
Basic Life - Retirees - CURRENT	\$291,000	\$349,000	\$291,000	\$291,000
Basic Life - Retirees - \$10,000 flat	\$0	\$604,000	\$579,000	\$561,000

Annual Spend Combined – Increased STD/LTD Maximums

Bi-State Development - Life & Disability Proposal - Employer Annual Spend				
Line of Coverage	Standard (Current)	Standard (Proposed)	Hartford	New York Life
Basic Life and AD&D - Actives	\$165,000	\$195,000	\$146,000	\$143,000
Basic Life - Disabled	\$10,000	\$10,000	\$10,000	\$10,000
Basic Life - Retirees	\$291,000	\$349,000	\$291,000	\$291,000
ER Paid STD	\$236,000	\$236,000	\$259,000	\$237,000
ER Paid LTD	\$149,000	\$179,000	\$213,000	\$214,000
Total	\$851,000	\$969,000	\$919,000	\$895,000
\$ Difference	N/A	\$118,000	\$68,000	\$44,000
% Difference	N/A	14%	8%	5%

Bi-State Development - Life & Disability Proposal - Employee Annual Spend				
Line of Coverage	Standard (Current)	Standard (Proposed)	Hartford	New York Life
Voluntary Employee Life	\$175,000	\$175,000	\$175,000	\$175,000
Voluntary Dependent Life - Option 1	\$1,000	\$1,000	\$1,000	\$1,000
Voluntary Dependent Life - Option 2	\$3,000	\$3,000	\$3,000	\$3,000
Voluntary Dependent Life - Option 3	\$11,000	\$11,000	\$11,000	\$11,000
Total	\$1,041,000	\$1,159,000	\$1,109,000	\$1,085,000
\$ Difference	N/A	\$118,000	\$68,000	\$44,000
% Difference	N/A	11%	7%	4%

STD: Both Hartford and NYL quoted **\$3,000** as the maximum benefit

LTD:

- Hartford – 60% to **\$12,500**
- NYL – 60% to **\$17,500**

Implementation/Tech Credits & BAFO Negotiations:

Hartford:

- One Time \$25,000 implementation credit approved and paid after first bill is reconciled
- 4th Year Contingent Rate Guarantees:

	CIF - Less than 110% A/E	10% Increase - 110% to 120% A/E	20% increase - 120% to 125% A/E	Full Renewal - 125%+ A/E
Life	under 88.53% ILR	88.54% to 96.58% ILR	96.59% to 100.60% ILR	over 100.61% ILR
LTD	under 81.61% ILR	81.62% to 89.03% ILR	89.04% to 92.74% ILR	over 92.74% ILR

- Performance Guarantees have been included

New York Life:

- 4th and 5th year contingent rate guarantee if as a package the experience is running at 82% or less.
- \$20,000 premium holiday to Employer paid premium of either Basic Life or STD.
- Performance Guarantees have been included

Plan Design Changes – STD



	Standard Current Plan Design	Hartford Proposed Plan Design	New York Life Proposed Plan Design	Sun Life Proposed Plan Design
Eligibility	A regular salaried employee of the Employer – at least 40 hours each week	Matched	Matched	Matched
Waiting Period	First day of the calendar month following 90 consecutive days as a Member	Matched	Matched	Matched
Employer Contribution	Employer Paid	Matched	Matched	Matched
Coverage Type	Non-Occupational	Matched	Matched	Matched
Earnings Definition	Annual rate of pay as determined by your employer Does NOT include bonuses, commissions, overtime, etc.	Matched	Matched	Matched
Benefit Percentage	60%	Matched	Matched	Matched
Maximum Weekly Benefit	\$2,500	Matched	Matched	Matched
Minimum Weekly Benefit	\$15	Matched	Matched	Matched
Accident / Sickness Elimination Period	7/7	Matched	Matched	Matched
Benefit Duration	26 weeks to LTD	Matched	Matched	Matched
Definition of Disability/ Earnings Test	You are unable to perform with reasonable continuity the Material Duties of your Own Occupation AND You suffer a loss of at least 20% in your Predisability Earnings when working in your Own Occupation for your Employer."	Matched	Matched	Matched
Recurrent Disability	Not Included	Matched	No cost to add recurrent disability	No cost to add recurrent disability
Pre-Existing Condition	None	Matched	Matched	Matched
Taxability/ FICA Match / W-2 Prep	Taxable Benefit + FICA Match No Reimbursement + W2 Prep	Matched	Matched	Matched

Plan Design Changes – LTD



	Standard Current Plan Design	Hartford Proposed Plan Design	New York Life Proposed Plan Design	Sun Life Proposed Plan Design
Eligibility	<p>Class 1: Members with annual earnings greater than \$100,000</p> <p>Class 2: Members with annual earnings of \$100,000 or less</p>	Matched	Matched	Matched
Waiting Period	First day following 365 consecutive days as a Member	Matched	Matched	Matched
Employer Contribution	Employer Paid	Matched	Matched	Matched
Definition of Earnings	<p>Annual rate of pay as determined by your employer</p> <p>Does NOT include bonuses, commissions, overtime, etc</p>	Matched	Matched	Matched
Percentage of Earnings	60%	Matched	Matched	Matched
Maximum Monthly Benefits	<p>Class 1: \$10,000</p> <p>Class 2: \$5,000</p>	Matched	Matched	Matched
Minimum Monthly Benefit	\$100 or 15% of your LTD Benefit before reduction by Deductible Income, whichever is greater.	Matched	Matched	Matched
Elimination Period	180 days	Matched	Matched	Matched
Definition of Disability	<p>You are unable to perform with reasonable continuity the Material Duties of your Own Occupation;</p> <p>And</p> <p>You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your OwnOccupation.</p>	Matched	Matched	Matched
Own Occupation Period/ Earnings Test	<p>24 months</p> <p>80/60 earnings test</p>	Matched	Matched	Matched
Maximum Benefit Duration	SSNRA	Matched	Matched	Matched
Recurrent Disability	Not Included	Matched	Matched	Matched
Mental and Alcohol/Drug Limit	24 months	Matched	Matched	Matched
Survivor Benefit	3x benefit	Matched	Matched	Matched
Pre-Existing Conditions	3/12	Matched	Matched	Matched
Taxability/FICA Match / W-2 Prep	Taxable Benefit + FICA Match No Reimbursement + W2 Prep	Matched	Matched	Matched

Commissions

Commissions

Bi-State Development - Life & Disability Proposal - Guarantee Period								
Line of Coverage	Standard (Current)	Standard (Proposed)	Hartford	Lincoln	New York Life	Reliance	Sun Life	UNUM
Basic Life and AD&D	Net	Net	Net	Net	Net	Net	Net	Net
ER Paid STD	Net	Net	Net	Net	Net	Net	Net	Net
ER Paid LTD	Net	Net	Net	Net	Net	Net	Net	Net
Leave Management (New)	Net	Net	Net	Net	Net	Net	Net	Net
ADAAA (New)	Net	Net	Net	Net	Net	Net	Net	Net

Line of Coverage	Standard (Current)	Standard (Proposed)	Hartford	Lincoln	New York Life	Reliance	Sun Life	UNUM
Voluntary Employee Life	Net	Net	Net	Net	Net	Net	Net	Net
Voluntary Spouse Life	Net	Net	Net	Net	Net	Net	Net	Net
Voluntary Child Life	Net	Net	Net	Net	Net	Net	Net	Net

Appendix (Prior Meeting Financials)

Annual Spend Combined – All Lines – Current Spend

Bi-State Development - Life & Disability Proposal - Employer Annual Spend

Line of Coverage	Standard (Current)	Hartford	Lincoln	New York Life	Reliance	Sun Life	UNUM
Basic Life and AD&D - Actives	\$165,000	\$165,000	\$305,000	\$143,000	\$195,000	\$171,000	\$165,000
Basic Life - Disabled	\$10,000	\$10,000	\$0	\$10,000	\$12,000	\$11,000	\$10,000
Basic Life - Retirees	\$291,000	\$335,000	\$351,000	\$291,000	\$351,000	\$300,000	\$291,000
ER Paid STD	\$236,000	\$247,000	\$236,000	\$236,000	\$254,000	\$236,000	\$207,000
ER Paid LTD	\$149,000	\$225,000	\$149,000	\$202,000	\$305,000	\$243,000	\$358,000
Total	\$851,000	\$982,000	\$1,041,000	\$882,000	\$1,117,000	\$961,000	\$1,031,000
\$ Difference	N/A	\$131,000	\$190,000	\$31,000	\$266,000	\$110,000	\$180,000
% Difference	N/A	15%	22%	4%	31%	13%	21%

Bi-State Development - Life & Disability Proposal - Employee Annual Spend

Line of Coverage	Standard (Current)	Hartford	Lincoln	New York Life	Reliance	Sun Life	UNUM
Voluntary Employee Life	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
Voluntary Dependent Life - Option 1	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Voluntary Dependent Life - Option 2	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Voluntary Dependent Life - Option 3	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000
Total	\$1,041,000	\$1,172,000	\$1,231,000	\$1,072,000	\$1,307,000	\$1,151,000	\$1,221,000
\$ Difference	N/A	\$131,000	\$190,000	\$31,000	\$266,000	\$110,000	\$180,000
% Difference	N/A	13%	18%	3%	26%	11%	17%

Annual Employer Spend – Current Spend

Bi-State Development - Life & Disability Proposal - Employer Annual Spend							
Line of Coverage	Standard (Current)	Hartford	Lincoln	New York Life	Reliance	Sun Life	UNUM
Basic Life and AD&D - Actives	\$165,000	\$165,000	\$305,000	\$143,000	\$195,000	\$171,000	\$165,000
Basic Life - Disabled	\$10,000	\$10,000	\$0	\$10,000	\$12,000	\$11,000	\$10,000
Basic Life - Retirees	\$291,000	\$335,000	\$351,000	\$291,000	\$351,000	\$300,000	\$291,000
ER Paid STD	\$236,000	\$247,000	\$236,000	\$236,000	\$254,000	\$236,000	\$207,000
ER Paid LTD	\$149,000	\$225,000	\$149,000	\$202,000	\$305,000	\$243,000	\$358,000
Total	\$851,000	\$982,000	\$1,041,000	\$882,000	\$1,117,000	\$961,000	\$1,031,000
\$ Difference	N/A	\$131,000	\$190,000	\$31,000	\$266,000	\$110,000	\$180,000
% Difference	N/A	15%	22%	4%	31%	13%	21%

Annual Employee Spend – All Lines **Current Spend**

Bi-State Development - Life & Disability Proposal - Employee Annual Spend							
Line of Coverage	Standard (Current)	Hartford	Lincoln	New York Life	Reliance	Sun Life	UNUM
Voluntary Employee Life	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
Voluntary Dependent Life - Option 1	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000*	\$1,000*
Voluntary Dependent Life - Option 2	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000*	\$3,000*
Voluntary Dependent Life - Option 3	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000*	\$11,000*

*Sun and UNUM quoted per \$1,000 rates instead of per unit

IRS Straddle Test: ✓

Vol Life Participation: 177/719 (25%)

Average Certificate of Coverage: \$128,242

Thank you

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Investment advisory services and corresponding named fiduciary services may be offered through Gallagher Fiduciary Advisors, LLC, a Registered Investment Adviser. Gallagher Fiduciary Advisors, LLC is a single-member, limited-liability company, with Gallagher Benefit Services, Inc. as its single member. Certain appropriately licensed individuals of Arthur J. Gallagher & Co. subsidiaries or affiliates, excluding Gallagher Fiduciary Advisors, LLC, offer securities through Kestra Investment Services (Kestra IS), member FINRA/SIPC and or investment advisory services through Kestra Advisory Services (Kestra AS), an affiliate of Kestra IS. Neither Kestra IS nor Kestra AS is affiliated with Arthur J. Gallagher & Co., Gallagher Benefit Services, Inc. or Gallagher Fiduciary Advisors, LLC. Neither Kestra AS, Kestra IS, Arthur J. Gallagher & Co., nor their affiliates provide accounting, legal, or tax advice.



Gallagher

Insurance | Risk Management | Consulting

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING THE AWARD OF A CONTRACT TO
NEW YORK LIFE FOR BASIC LIFE, ACCIDENTAL DEATH &
DISMEMBERMENT (AD&D), VOLUNTARY LIFE, RETIREE LIFE, SHORT
TERM DISABILITY (STD), AND LONG-TERM DISABILITY (LTD)**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) 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, §50.010(E)(1)(a), requires Board approval of Competitive Negotiated Procurements which exceed \$500,000; and

Whereas, on March 12, 2025, Gallagher Benefit Services, on behalf of and in conjunction with Bi-State Development (BSD), issued Solicitation 25-RFP-608478-DR to retain a qualified firm or firms to offer Basic Life, Accidental Death & Dismemberment (AD&D), Voluntary Life, Retiree Life, Short Term Disability (STD), and Long-Term Disability (LTD) to employees of BSD; and

Whereas, in response to the solicitation, Gallagher received a total of seven (7) responses that met the minimum requirements; and

Whereas, on April 7, 2025, Gallagher met with the BSD evaluation team and provided their technical and financial (cost) marketing results comparison of all companies; and

Whereas, through its evaluation of the all companies and their ability to offer the requested products, and review of Best and Final Offers from the top finalists, the evaluation team agreed to recommend to the that the Agency offer the Basic Life / AD&D / Voluntary Life / Retiree Life / STD / & LTD through a contract with New York Life; and

Whereas, it is feasible, necessary and in the public interest for the Agency to award 25-RFP-608478-DR Basic Life / AD&D / Voluntary Life / Retiree Life / STD / & LTD to New York Life, at an estimated cost of \$5,611,720 over the five-year contract period, 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 approves the award of 25-RFP-608478-DR Basic Life / AD&D / Voluntary Life / Retiree Life / STD / & LTD to New York Life, at an estimated cost of \$5,611,720 over the five-year contract period, 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 the 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, including the payment of all costs, expenses and fees incurred in connection with or incidental to this Resolution and 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 New York Life.

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. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of June, 2025.

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 – Flexible Spending Account (FSA)& COBRA/Retiree Direct Billing and Health Reimbursement Account (HRA) Administration**
Disposition: Approval and Referral to Board of Commissioners
Presentation: Anita Dunn – Health & Welfare Plan Manager

Objective:

To present to the Board of Commissioners for approval, a request for authorization to award Contract 25-RFP-608476-DR to NueSynergy, Inc. for FSA, COBRA & Retiree Direct Billing and HRA Administration Services for a five (5) year period of performance, beginning January 1, 2026.

Background:

On February 28, 2025, Gallagher Benefit Services, on behalf of and in conjunction with Bi-State Development (**BSD**) issued Solicitation **25-RFP-608476-DR** to retain a qualified firm or firms to offer FSA/COBRA/Retiree Direct Billing Services with optional HRA administration to employees & retirees of Bi-State Development. A five (5) year contract period of performance was requested as well as rates guaranteed for three (3) years at a minimum. The solicitation was advertised on Bi-State’s website and the firms were asked to verify their ability to provide the services outlined in the Request for Proposal.

Proposals were due March 17, 2025 and Gallagher received a total of six (6) proposals that met the minimum requirements. They were submitted by:

1. Paylocity (Incumbent on FSA/COBRA/Direct Billing)
2. NueSynergy (Incumbent on HRA)
3. WEX
4. Health Equity
5. My Ameriflex
6. P&A

Analysis

On April 9, 2025, Gallagher met with the Bi-State Development evaluation team and provided their technical and financial (cost) marketing results comparison of all six companies. The companies were reviewed and evaluated on ability to provide the services as requested, file feed capabilities, reporting, cost, rate guarantees and account management services.

After reviewing the information from all proposals received, the Bi-State Development evaluation team agreed with Gallagher’s recommendation to transition FSA, COBRA, and Retiree Direct Billing services to NueSynergy. NueSynergy already manages Bi-State Development’s HRA services for retirees. The consolidation of these services with a single carrier will provide a simplified administration process and will also benefit employees and retirees who may be transitioning between the services provided or who may be enrolled in multiple services. In addition, NueSynergy offered reduced rates for FSA and COBRA services and a five (5) year guarantee on all quoted rates.

The chart below illustrates the estimated cost of each service based on current participation levels as well as 1% growth in years 2-5 for HRA services and 10% growth in years 2-5 for Retiree Direct Billing services. The anticipated Retiree Direct Bill growth is due to more employees retiring who either exited the Salaried pension plan in 2014 or were hired after the plan closed so there is no pension check from which to deduct medical contributions.

NueSynergy					
Contract Years	HRA	Flexible Spending Account Services	COBRA Administration	LTD/Retiree Billing Services	Estimated Total Annual Cost
Year 1 2026	\$46,260	\$7,875	\$6,600	\$540	\$61,275
Year 2 2027	\$46,728	\$7,875	\$6,600	\$612	\$61,815
Year 3 2028	\$47,196	\$7,875	\$6,600	\$684	\$62,355
Year 4 2029	\$47,664	\$7,875	\$6,600	\$756	\$62,895
Year 5 2030	\$48,132	\$7,875	\$6,600	\$828	\$63,435
Five-Year Total					\$311,775

Previous Action:

The Audit, Finance & Administration Committee recommended this item for approval at the May 22, 2025 meeting.

Board Action Requested:

The Audit, Finance & Administration Committee recommends that the Board of Commissioners approve this request to award 25-RFP-608476-DR FSA & COBRA/Retiree Direct Billing and Health Reimbursement Account (HRA) Administration to NueSynergy, at an estimated cost of **\$311,775 over the five-year contract period.**

Attachments:

FSA/COBRA/Retiree Billing and HRA Scorecard

Funding Source:

Funding is provided through Bi-State Development Agency operating funds.



Insurance | Risk Management | Consulting

**Flexible Spending Account
COBRA
Retiree Direct Billing
HRA**

PROVIDER PROPOSALS

Prepared By:
Gallagher Benefit Services, Inc.

EXCLUSIVELY FOR:

Bi-State Development Agency

GBS Proprietary & Confidential

The information contained herein is subject to the disclosures and disclaimers on the final page of this proposal.

4/20/2025

**Bi-State
FSA/COBRA/Direct Billing Services and Optional HRA
Carrier Overview**

Carrier	Status	Applicable Commissions/Supplemental
FSA		
Paylocity (incumbent)	Provided Renewal	N/A
NueSynergy	Quoted	N/A
H.S.A. Bank	Declined	N/A
EBC Flex	Declined	N/A
Ameriflex	Quoted	N/A
P&A	Quoted	N/A
ADP	Declined	N/A
ASI Flex	Declined	N/A
WEX	Quoted	N/A
HealthEquity	Quoted	N/A
COBRA		
Paylocity (incumbent)	Provided Renewal	N/A
NueSynergy	Quoted	N/A
H.S.A. Bank	Declined	N/A
EBC Flex	Declined	N/A
Ameriflex	Quoted	N/A
P&A	Quoted	N/A
ADP	Declined	N/A
ASI Flex	Declined	N/A
WEX	Quoted	N/A
HealthEquity	Quoted	N/A
Direct Billing		
Paylocity (incumbent)	Provided Renewal	N/A
NueSynergy	Quoted	N/A
H.S.A. Bank	Declined	N/A
EBC Flex	Declined	N/A
Ameriflex	Quoted	N/A
P&A	Quoted	N/A
ADP	Declined	N/A
ASI Flex	Declined	N/A
WEX	Quoted	N/A
HealthEquity	Quoted	N/A
HRA		
Paylocity	Declined	N/A
NueSynergy (incumbent)	Provided Renewal	N/A
H.S.A. Bank	Declined	N/A
EBC Flex	Declined	N/A
Ameriflex	Quoted	N/A
P&A	Quoted	N/A
ADP	Declined	N/A
ASI Flex	Declined	N/A
WEX	Quoted	N/A
HealthEquity	Quoted	N/A

**Bi-State
FSA/COBRA/Direct Billing Services and Optional HRA
Service Overview**

	Paylocity		NueSynergy		Ameriflex		P&A		WEX		Health Equity	
Overall completion of requested information	No	Yes			No	Yes			Yes		Yes	
Ability to offer all requested services	No, HRA not available	Yes			Yes	Yes			Yes		Yes	
Experience in the market	27 years	29 years			26 years	50 years			38 years		23 years	
How do you measure the quality of your customer service?	we monitor calls and emails and survey clients to rate their experience	NueSynergy has built a reputation of exemplary service to both our participants and their employers. We continuously strive to identify areas of improvement to ensure our high standards of service are maintained. In an effort to create an environment that offers our employer clients a simplified experience when offering benefit accounts, NueSynergy has developed a concierge level service model for all of our employer clients regardless of size. All of our employers are assigned to an employer support team member and receive the direct contact information for their rep. This individual is responsible for managing all aspects of that groups plan for as long they remain a client. In addition, the employer support rep personally reaches out via phone to their assigned groups each quarter to talk with the employer about their experience with NueSynergy as well as their benefit account and to collect any feedback on potential service improvements or plan enhancements. Another large aspect of keeping our employer clients happy is to ensure their participants are also having a positive experience with the plan. NueSynergy monitors this in a few ways. We issue participant surveys requesting feedback on their overall experience with NueSynergy, their ability to access or manage their account, the level of understanding of the plan and what support tools they may find useful as well as what they would change about the plan or their experience if they could. In addition to survey's, our most valuable and effective method of ensuring our participants satisfaction is our customer support team. We know that a participant's satisfaction increases dramatically with their understanding of both the account they are enrolled in and their ability to navigate the resources that are available to them. Where our service team excels, is working with the participant to support them beyond providing their balance and resetting their password. Our team is trained and encouraged to be inquisitive with the participant, asking questions such as: "Are you new to participating in the HSA?"; "I see you have not registered online or downloaded NueSynergy Mobile, do you have a few minutes for me to walk you through that setup?"; or "We are always looking to improve service do you have any suggestions that I can share with my team?". We have found this approach has dramatically improved the utilization of our online tools and resource as well as providing regular feedback on current service experience and potential improvements. In addition, NueSynergy shall use best efforts to maintain the following minimum service levels. NueSynergy will track these service levels as set forth below. One business day is defined as a regularly scheduled work day for NueSynergy employees. In the event target performance standard is not met, Client's invoice will be reduced by the applicable penalty. Client's invoice reduction will not exceed 10% of total fees in a given month.	NPS score and response metrics.	Customer service is our top priority. P&A uses RingCentral software to monitor and track how many calls our Call Center receives, hold times, speed-to-answer times, abandonment rates, etc. We also use our proprietary Flex-Connect system to log all customer calls, online Live Chats, and e-mails. Our Senior Manager, Customer Experience uses both systems to monitor, review performance statistics, and measure customer service performance. We review all customer communications, Live Chat transcripts, and post-chat surveys as part of our quality control/quality assessment process. Our quality assurance involves a multi-step approach. Our Client Relations Department researches, responds to and records any service issues on both the client and participant levels. Weekly meetings are held between administration, management, and the IT Department to identify and review feedback from clients, participants, and internal employees about potential service concerns. We maintain and track issues electronically for review, quality control, resolution, and ongoing monitoring. Our Project Management Department logs and tracks all projects identified to improve/correct services from inception to completion. They meet twice a week to review all open-log items. We send periodic service surveys to clients requesting feedback in a variety of areas such as service, product offerings, technical support, pricing, etc. P&A has the ability to conduct client-specific Participant Satisfaction surveys and provide Bi-State Development with the results. Our Client Relationship Liaison conducts participant satisfaction surveys. We will work with Bi-State Development to develop client-specific measurable goals to ensure participant satisfaction. In general, we measure the following daily: Claims turnaround, Call statistics and Call resolution times. We can conduct participant surveys as requested or as needed via e-mail, phone, or through our website. Additionally, at the end of every Live Chat individuals have the option to respond to a brief survey which is then automatically e-mailed to the Client Relations Liaison. We also randomly contact new clients for feedback regarding their experience with our implementation process and to ensure a smooth transition. Every day we practice our core philosophy of providing clients with the utmost quality service.	WEX is dedicated to providing high quality products and services delivered by employees who operate in a high-performance culture. Quality is at the core of everything we do and we continually strive to exceed customer satisfaction every step of the way. We have built quality controls into our everyday processes across teams — from resources responsible for verifying a plan that was entered into our system correctly to recorded customer interactions and quality reviews on phone calls and processed claims. We monitor and measure our performance to ensure we are meeting the needs of our clients, partners, and participants. This includes a process for monitoring first call resolutions, claim approval ratings, service level performances, and participant and client contact rates. Our Quality Team is responsible for monitoring phone calls. The company goal is 95% or higher. The Quality Analysts listen to each customer service representative approximately five times per week. These numbers can vary depending on other tasks. After each monitoring session, the representative receives their feedback via email. Supervisors and managers are included in all feedback emails to address any concerns. If requested, a Quality Analyst can review any calls or feedback with a representative. They will also listen to calls with the representative as soon as they are live on the phones. The Quality Team reviews approximately 700 inbound calls per month for the Participant Services team and approximately 30 inbound calls per month for various other departments. All incoming calls are recorded for quality assurance. Specific calls can be pulled for review if requested by an employer or consultant. WEX will provide a recap of the call.	HealthEquity strives to deliver the highest levels of member service through our highly trained member service teams. We hold all team members accountable for their efficiency and accuracy. To ensure ongoing excellence, the following protocols ensure quality: <ul style="list-style-type: none">☑ Full-time quality coaches for specialized improvement assistance.☑ Performance reviews based on case work and customer feedback.☑ Opportunities to guide coaches and supervisors in areas needing improvement.☑ Weekly calibration meetings to verify consistency in messaging and service quality. All voice calls are recorded. A defined percentage of recorded calls are accompanied by screen recordings for quality review. Interactive intelligence tools identify and review member calls. All member services team members are screened four times per month to safeguard our commitment to remarkable service.						
Length of rate guarantee (5 = 5 years for all coverages offered)	5 years but no HRA offered	5 years			5 years	5 years			5 years		3 years	
We currently do not manage COBRA members in the HRIS system, but in the future if we moved towards that direction would you be able to accept electronic files containing all employees and dependents who have lost coverage and are COBRA eligible?	Yes / Yes	Yes / Yes			Included / Included	Confirmed / Confirmed			Yes / Yes		Confirmed / Confirmed	
Provide access to reports and account information through an												

<p>Able to accept Auto Reimbursements Affidavits and direct deposit forms directly from broker for HRA?</p>	<p>N/A/</p>	<p>Yes</p>	<p>Yes</p>	<p>Currently unable to accept Auto-Reimbursement Affidavits and Direct Deposit forms directly from the broker, as these documents require the authorization of the account holder.</p>	<p>WEX recommends the debit card, as it allows participants to reimburse themselves or use it to pay providers directly. With Claims Exchange (files with carriers), the debit card is not an option and cannot be "turned off". Alternatively, WEX recommends the group set up a debit card substantiation file with the carriers. This allows participants to use their debit card. WEX would then work with the carriers to substantiate any debit card claims. WEX's auto-substantiation rate is approximately 85% on average; however, clients who implement the debit card substantiation file see increases of up to 99% in some cases.</p>	<p>Partial confirm. Members/Retirees must complete and sign these forms. We would be able to receive the completed forms from the broker, but the broker cannot complete them on the member's behalf. Members can also set up auto-reimbursement via the app/portal. Brokers will not have access to the member portal to set this up for them.</p>
<p>Can you electronically load the existing direct deposit and monthly auto-reimbursement data? (So retirees are not required to complete new paperwork)</p>	<p>N/A/</p>	<p>As the current administrator on this benefit, we have accommodated this requirement.</p>	<p>Yes</p>	<p>Yes, we can load the existing direct deposit information, however, we advise that the participant should provide some form of consent to give P&A access to their bank account. While we have never previously loaded auto-reimbursement claim data for a plan, we believe we can accommodate this. A discussion would need to be had to review the data elements, file type and overall execution. This would be done during the implementation phase.</p>	<p>With WEX being a brand new vendor, retirees would need to fill out new direct deposit information via the participant portal. We will agree to auto substantiation if the client signs a hold harmless. However, that is documentation for premiums only when there is not viable documentation to provide. If it is a 213(d) retiree HRA, we will not agree to not substantiate other 213(d) expenses. We look forward to discussing this further with BI State.</p>	<p>Not Confirmed. We don't have the ability to import banking instructions from the prior provider.</p>

**Bi-State
FSA/COBRA/Direct Billing Services and Optional HRA
Technical Scorecard**

	Paylocity	NueSynergy	Ameriflex	P&A	WEX	Health Equity
Overall completion of requested information	4	5	4	5	5	5
Ability to offer all requested services	4	5	5	5	5	5
Experience in the market	3	4	2	6	5	1
How do you measure the quality of your customer service?	3	5	4	5	5	5
Length of rate guarantee (5 = 5 years for all coverages offered)	4	5	5	5	5	3
We currently do not manage COBRA members in the HRIS system, but in the future if we moved towards that direction would you be able to accept electronic files containing all employees and dependents who have lost coverage and are COBRA eligible?	5	5	5	5	5	5
Provide access to reports and account information through an online employer portal?						
Able to accept Auto Reimbursements Affidavits and direct deposit forms directly from broker for HRA?	0	5	5	0	3	3
Can you electronically load the existing direct deposit and monthly auto-reimbursement data? (So retirees are not required to complete new paperwork)	0	5	5	5	3	3
Total Score	23	39	35	36	36	30
Ranking	6	1	4	2	2	5

**Bi-State
FSA/COBRA/Direct Billing Services and Optional HRA
Financial Exhibit**

Carrier (Current Annual Fee)	Average Monthly Participants	Paylocity	NueSynergy	NueSynergy REVISED	Ameriflex	P&A	WEX	Health Equity
Flexible Spending Account (\$8,685)								
Medical FSA	165	\$ 4.25	\$ 4.00	\$ 3.75	\$ 3.15	\$ 2.75	\$ 2.92	\$ 3.85
Dependent Care	10	\$ 2.25	\$ 4.00	\$ 3.75	\$ -	\$ 2.75	\$ 2.92	\$ 3.85
Monthly Total		\$ 723.75	\$ 700.00	\$ 656.25	\$ 519.75	\$ 481.25	\$ 511.00	\$ 673.75
Annual Total		\$ 8,685.00	\$ 8,400.00	\$ 7,875.00	\$ 6,237.00	\$ 5,775.00	\$ 6,132.00	\$ 8,085.00
COBRA (\$8,800)								
Initial Eligibility Notice	25	\$ 16.00	\$ 16.00	\$ 12.00	Included	\$ 9.00	.49 PEPM	0.65 PEPM
Active Participants	25	\$ 12.00	\$ 12.00	\$ 10.00	Included		\$ -	\$ -
Renewal Fee		\$ 400.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00
Monthly Total		\$ 700.00	\$ 700.00	\$ 550.00	\$ 630.00	\$ 225.00	\$ 931.00	\$ 1,235.00
Annual Total		\$ 8,800.00	\$ 8,700.00	\$ 6,600.00	\$ 7,560.00	\$ 2,700.00	\$ 11,172.00	\$ 14,970.00
Direct Billing (\$540)								
Billing Only	15	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.60	\$ 3.50	\$ 4.25	\$ 5.25
Monthly Total		\$ 45.00	\$ 45.00	\$ 45.00	\$ 54.00	\$ 52.50	\$ 63.75	\$ 78.75
Annual Total		\$ 540.00	\$ 540.00	\$ 540.00	\$ 648.00	\$ 630.00	\$ 765.00	\$ 945.00
HRA (\$46,260)								
Monthly Admin Cost Per Participant	1285	N/A	\$ 3.00	\$ 3.00	\$ 5.00	\$ 2.25	\$ 2.92	\$ 3.85
Implementation Fee			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250.00
Monthly Total			\$ 3,855.00	\$ 3,855.00	\$ 6,425.00	\$ 2,891.25	\$ 3,752.20	\$ 4,947.25
Annual Total		\$0.00	\$ 46,260.00	\$ 46,260.00	\$ 77,100.00	\$ 34,695.00	\$ 45,026.40	\$ 59,367.00
Total Annual (\$64,285)		\$ 64,285.00	\$ 18,025.00	\$ 63,900.00	\$ 61,275.00	\$ 91,545.00	\$ 43,800.00	\$ 63,095.40
% Change / Current			-0.60%	-4.68%	42.40%	-31.87%	-1.85%	29.68%

**Bi-State
FSA/COBRA/Direct Billing Services and Optional HRA
Pricing Evaluation**

	Paylocity	NueSynergy	Ameriflex	P&A	WEX	Health Equity
FSA Administration	1	3	4	6	5	2
COBRA Administration	3	5	4	6	2	1
Retiree Direct Billing	5	5	3	4	2	1
HRA	0	3	1	5	4	2
Total Score	9	16	12	21	13	6
Final Ranking	5	2	4	1	3	6

Pricing-Ranking on each coverage and then overall package

Disclosures and Disclaimers

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

This analysis is an outline of the coverages proposed by the vendor(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of GBS.

Products and policies/certificates may vary by state and/or carrier, including but not limited to, definitions, provisions, exclusions, and rates. Carriers and/or states may require major medical insurance to be eligible, including proof. Communications, education and enrollment will accommodate state differences and requirements. Final proposals may vary based on effective date, education / enrollment, plan designs, and census updates.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING THE AWARD OF A CONTRACT TO
NUESYNERGY, INC. FOR FLEXIBLE SPENDING ACCOUNT (FSA) &
COBRA/RETIREE DIRECT BILLING AND
HEALTH REIMBURSEMENT ACCOUNT (HRA) ADMINISTRATION**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) 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, §50.010(E)(1)(a), requires Board approval of Competitive Negotiated Procurements which exceed \$500,000; and

Whereas, on February 28, 2025, Gallagher Benefit Services, on behalf of and in conjunction with Bi-State Development (BSD) issued Solicitation 25-RFP-608476-DR to retain a qualified firm or firms to offer FSA/COBRA/Retiree Direct Billing Services with optional HRA administration to employees & retirees of Bi-State Development; and

Whereas, in response to the solicitation, Gallagher received a total of six (6) proposals that met the minimum requirements; and

Whereas, on April 9, 2025, Gallagher met with the BSD evaluation team and provided their technical and financial (cost) marketing results comparison of all companies; and

Whereas, after reviewing the information from all proposals received, the Bi-State Development evaluation team agreed with Gallagher’s recommendation to transition FSA, COBRA, and Retiree Direct Billing services to NueSynergy, as NueSynergy already manages Bi-State Development’s HRA services for retirees; and

Whereas, it is feasible, necessary and in the public interest for the Agency to award 25-RFP-608476-DR FSA & COBRA/Retiree Direct Billing and Health Reimbursement Account (HRA) Administration to NueSynergy, at an estimated cost of \$311,775 over the five-year contract period, 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 approves the award of 25-RFP-608476-DR FSA & COBRA/Retiree Direct Billing and Health Reimbursement Account (HRA) Administration to NueSynergy, at an estimated cost of \$311,775 over the five-year contract period, 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 the 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, including the payment of all costs, expenses and fees incurred in connection with or incidental to this Resolution and 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 NueSynergy.

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. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of June, 2025.

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
Open Session Agenda Item
June 24, 2025**

From: Taulby Roach, President & Chief Executive Officer
Subject: St. Louis City Police Contract Extension for MetroLink Police Services
Disposition: Approval
Presentation: Kevin Scott, General Manager of Security

Objective:

To present to the Board of Commissioners for approval, a one-year (1) renewal with St. Louis Metropolitan Police Department (Amendment Three) for continued MetroLink police services within the City of St. Louis, from July 1, 2025 through June 30, 2026. The term of the agreement was requested by police administration, as agency adjustments are being made to State control.

Background:

The St. Louis City MetroLink officers, work within their jurisdiction to provide primary law enforcement services on the MetroLink alignment. Although jurisdiction specific, the collaborative sharing of information, and supporting train and platform patrols, is vital to the success of Metro Transits layered security philosophy. These officers also work in close conjunction with Metro Transit Public Safety and the transit agency's Real-Time Camera Center.

Analysis:

Our primary law enforcement partnerships represent the top layer of our three (3) tiered security approach. Law Enforcement presence on the system allows for the performance of police action when warranted, as well as enhanced overall safety and security for customers and employees. The law enforcement officers work in a zoned fashion across the MetroLink System, and compliment the Metro Security personnel within those zones.

Previous Action:

The Safety & Security Committee recommended this item for approval at the May 1, 2025 meeting.

Board Action Requested:

The Safety & Security Committee recommends that the Board of Commissioners approve the Law Enforcement Agreement, for a one-year (1) extension with the St. Louis Metropolitan Police Department, as presented.

Attachments:

1. Amendment Three to Police Assistance Services Agreement Between the City of St. Louis Police Division and Bi-State Development Agency

Funding Source:

Metro Transit Public Safety Security Budget.

**AMENDMENT THREE TO
POLICE ASSISTANCE SERVICES AGREEMENT
BETWEEN THE CITY OF SAINT LOUIS POLICE DIVISION
AND
BI-STATE DEVELOPMENT AGENCY**

This amendment (hereinafter referred to as “Amendment Three”) to the Police Assistance Services Agreement dated January 1, 2019 (the Agreement) with a Comptrollers Office Document Number 76001, between the City of Saint Louis, by and through its Police Division (“City”), and Bi-State Development Agency (“Metro”) is made effective as of the last date of the signatures below. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Amendment Three, the terms of Amendment Three shall control. The City and Metro may also be referred to herein individually as a “Party” or collectively as “Parties”.

Now therefore, the Parties agree as follows:

1. The term of the Agreement shall be amended to incorporate a new expiration date of June 30, 2026;
2. The manpower level supplied by the City to Metro shall be as follows:
1 Lieutenant; 1 Sergeant; 3 Police Officers.
3. In consideration for the services provided by the City, Metro shall pay Sixty-Five Thousand Four Hundred Seventy-Three Dollars and Ninety Cents (\$65,473.90) per month from July 1, 2025 through June 30, 2026.

Remainder of page intentionally left blank. Signature page follows.

The below signatories agree to the Amendment Three described above.

CITY OF SAINT LOUIS BY AND THROUGH ITS POLICE DIVISION

Robert Tracy, Police Commissioner

Date

BI-STATE DEVELOPMENT AGENCY

Taulby Roach, President and CEO

Date

APPROVED AS TO FORM:

CITY COUNSELOR

COUNTERSIGNED BY:

COMPTROLLER CITY OF SAINT LOUIS

REGISTER CITY OF SAINT LOUIS

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING A ONE-YEAR EXTENSION OF THE
LAW ENFORCEMENT SERVICES AGREEMENT WITH
THE ST. LOUIS METROPOLITAN POLICE DEPARTMENT
FOR SECURITY SERVICES**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) 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 purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, passenger transportation facilities, and motor vehicle and other terminal or parking facilities; to contract with municipalities or other political subdivisions for the services or use of any facility owned or operated by the Agency, or owned or operated by any such municipality or other political subdivision; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, the Agency is authorized by Mo. Rev Stat. 70.378.1 and 45 Ill. Comp. Stat. 110/5 to employ or appoint personnel to maintain safety and order and to enforce rule as and regulations of the Agency upon the public mass transportation system, passenger transportation facilities, conveyances, and other property that the Agency may own, lease, or operate; and

Whereas, no Board Policy applies; however, Missouri Revised Statutes § 70.220, and § 70.230 require agreements between municipalities or other units of government to be approved by the Governing Board of such entity; and

Whereas, Board Policy, Chapter 90, Transit Operations. Section 90.030, *Regulation of Conduct on Conveyances and Facilities*, provides that the Agency shall employ security personnel to enforce state laws, local ordinances and Agency regulations pertaining to conduct upon Agency facilities, conveyances and other property of the Agency, and is empowered to adopt regulations for the conduct of persons upon facilities and conveyances of the Agency which have the force and effect provided by the laws of the signatory states; and

Whereas, an agreement between the Agency and the St. Louis Metropolitan Police Department for security services (“Service Agreement”) is key to aggressive enforcement of Board Policy, Chapter 90 which outlines fare enforcement requirements and the behavior of persons utilizing BSD facilities and the Metro Transit system; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute a one-year extension of the Law Enforcement Services Agreement with the St. Louis Metropolitan Police Department, 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 Authorization to Execute Services Agreement. The Board of Commissioners hereby approves the authorization of the President and CEO to execute a one-year extension of the Law Enforcement Services Agreement with the St. Louis Metropolitan Police Department, 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. Form of the Services Agreement. The form of the Services Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), in substantially the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Agreement, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. 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 6. 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.

Section 7. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the City of St. Louis, Missouri, St. Louis Metropolitan Police Department.

Section 8. 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 9. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of June, 2025.

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
Open Session Agenda Item
June 24, 2025**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification -21-RFP-153963-TJ - Cleaning of Railcars at Missouri & Illinois MetroLink Maintenance Facilities**
Disposition: Approval
Presentation: Thomas P. Curran, Executive Vice President, Administration

Objective:

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

Background:

On September 30, 2020, Bi-State Development (BSD) issued solicitation *21-RFP-153963-TJ Missouri & Illinois Railcar Cleaning* to obtain a qualified firm to provide all equipment, supplies, materials, labor, supervision, staff, and transportation necessary to provide cleaning of Metro’s light rail vehicles at Missouri and Illinois MetroLink facilities. A Disadvantaged Business Enterprise (DBE) Goal of five percent (5%) was recommended for this project. As a result of the solicitation process, a three base year contract was awarded to MERS Goodwill in the amount of \$2,360,844.00.

Analysis:

On March 21, 2025, Bi-State Development issued solicitation *25-RFP-612430-TJ – Missouri and Illinois Rail Car Cleaning*. Proposals submitted in response to this solicitation are currently being evaluated; therefore, a contract modification is required to extend the contract completion date to September 30, 2025, and to add additional funds in the amount of \$425,000 to maintain railcar cleaning services until the new contract has been awarded. Additional funds have been required to pay invoices for the services rendered, which has resulted in an exceedance of the previous board-approved amount.

Purchase Order History	Purchase Order Amount
Purchase Order 72401 and 76023 – Base Year 1	\$1,080,000.00
Purchase Order 76013 – Base Year 2	\$880,000.00
Purchase Order 83054 – Base Year 3 and Contract Mod No. 1	\$1,100,000.00
Contract Mod No. 2 - Additional Funds & Beyond 180-Day Time Extension Base Year 3	\$425,000.00
Not-to-Exceed Total Amount	\$3,485,000.00

Previous Action:

On May 22, 2025, the Operations Committee recommended extension of the MERS Goodwill contract through July 31, 2025 while the new proposals are being reviewed. A cleaning demonstration by proposing vendors, which constitutes forty-five percent (45%) of the proposal scoring, is still in progress; therefore, a revised time extension is required. A new vendor recommendation will be presented to the Operations Committee on August 15, 2025

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve a request to authorize the President & CEO to execute a contract modification with MERS Goodwill, to adjust the railcar cleaning contract completion date to September 30, 2025, and to add additional funds in the amount of \$425,000, for a total contract not-to-exceed amount of \$3,485,000.00.

Funding Source:

Funding is provided through the operating budget.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH
MERS GOODWILL FOR CLEANING OF RAILCARS AT MISSOURI AND
ILLINOIS METROLINK MAINTENANCE FACILITIES**

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.1 states that the Board of Commissioners shall approve Competitive Negotiated Procurement which exceed \$500,000 and G., Contract Modifications states that contract extensions in excess of 180 days must be approved by the Board of Commissioners; and

Whereas, March 21, 2025, Bi-State Development issued solicitation 25-RFP-612430-TJ – Missouri and Illinois Rail Car Cleaning; and

Whereas, proposals submitted in response to this solicitation are being evaluated; therefore, a contract modification is required to extend the contract completion date to September 30, 2025 and to add additional funds in the amount of \$425,000 to maintain railcar cleaning services, until the new contract has been awarded; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to authorize the President and CEO to execute a contract modification with MERS Goodwill, to adjust the railcar cleaning contract completion date to September 30, 2025, and to add additional funds in the amount of \$425,000, for a total contract not-to-exceed amount of \$3,485,000.00, 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 Modification of the Contract. The Board of Commissioners hereby authorizes the President and CEO to execute a contract modification with MERS Goodwill, to adjust the railcar cleaning contract completion date to September 30, 2025, and to add additional funds in the amount of \$425,000, for a total contract not-to-exceed amount of \$3,485,000.00, 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 MERS Goodwill.

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 24th day of June, 2025.

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
BOARD OF COMMISSIONERS
NOMINATING COMMITTEE
(VIRTUAL MEETING)
OPEN MEETING MINUTES
THURSDAY, JUNE 12, 2025 AT 1:00 PM**

Pursuant to the By-Laws and Board Policies, the following members of the Board of Commissioners had previously been appointed by Chair Gladney to serve on the Nominating Committee: Sam Gladney (Missouri) – Committee Chair, Herb Simmons (Illinois), Andrea Jackson-Jennings (Missouri), and Irma Golliday (Illinois).

Committee Members Participating via Zoom

Sam Gladney – Chair
Irma Golliday
Andrea Jackson-Jennings
Herb Simmons

Staff Participating via Zoom

Greg Linhares, Chief Legal Counsel
Myra Bennett, Manager of Board Administration
Brenda Deertz, Director of Executive Services

A virtual meeting of the Nominating Committee of the Board of Commissioners of Bi-State Development was held at 1:00 p.m. on Thursday, June 12, 2025, via Zoom, from Bi-State Development Headquarters, located at 211 North Broadway, St. Louis, Missouri, 63102.

Nominating Committee Chair, Sam Gladney, called the meeting to order at 1:01 p.m., and a roll call was taken, as noted above. Chair Gladney stated that, as Board Policy allows for Officers to serve for two years, and the current officers have held their positions for only one year, he is proposing to maintaining the current Officers for FY2026, with the proposed Slate of Officers for FY2026 being as follows.

Sam Gladney, Chairman
Debra Moore, Vice-Chairman
Herb Simmons, Treasurer
Andrea Jackson-Jennings, Secretary

Chair Gladney asked if there were any other nominations or any further discussion needed.

Commissioner Golliday moved that the proposed slate of officers be officially nominated for the offices indicated, and that the slate be forwarded to the full Board of Commissioners for approval at its next regular meeting on Friday, June 20, 2025, with the FY2026 Slate of Officers to become effective immediately upon the adjournment of the meetings on June 20, 2025. The motion was seconded by Commissioner Jackson-Jennings.

There being no other proposals or recommendations, Chairman Gladney called for a vote on the motion, with the results being as follows:

Irma Golliday – Yea
Andrea Jackson-Jennings – Yea
Sam Gladney – Yea
Herb Simmons – Yea

The motion passed.

With no further business appearing before the Nominating Committee, Commissioner Jackson-Jennings moved that the meeting be adjourned. The motion was seconded by Commissioner Golliday. The motion passed, and the meeting was adjourned at 1:04 p.m.

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



VISION

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

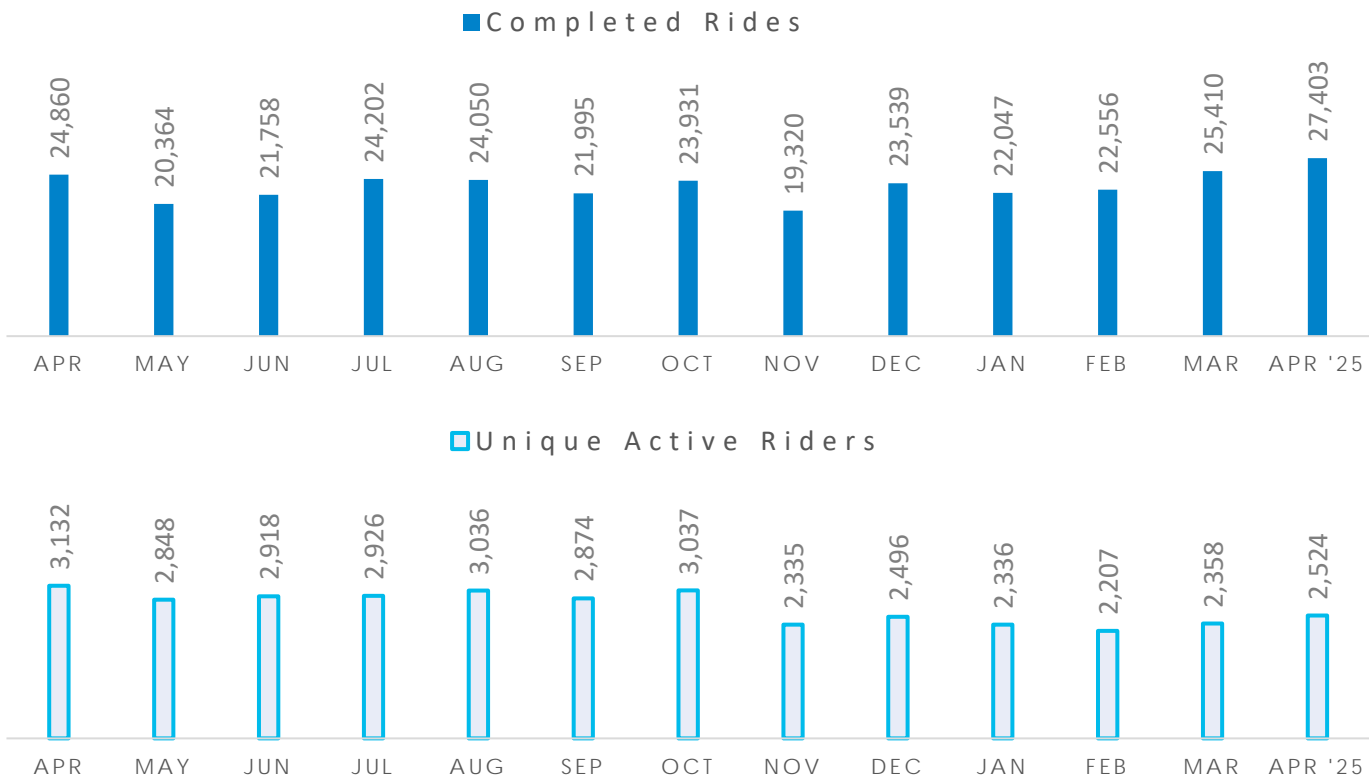
*Chuck Stewart
Executive Vice President, Chief Operating Officer, Metro Transit*

Transit Service Performance		MetroBus Fixed Route + Special Services	FY25 vs. FY24	MetroLink	FY25 vs. FY24	Call-A-Ride	FY25 vs. FY24
System Ridership	YTD	10,574,100	0.5%	6,279,000	7.8%	333,500	34%
	Q4	1,098,200	(-1.2%)	676,700	7.5%	38,840	38%
Missouri Ridership	YTD	9,021,300	0.7%	4,993,200	9.1%	333,500	34%
	Q4	936,000	(-1.4%)	538,300	9.8%	38,840	38%
Illinois Ridership	YTD	1,552,800	(-0.8%)	1,285,800	3.1%		
	Q4	162,200	(-0.1%)	138,300	(-0.7%)		
Revenue Miles	YTD	10,989,600	11%	2,001,900	(-6.9%)	3,420,400	32%
	Q4	1,113,600	7.7%	193,600	(-9.6%)	386,300	33%
Revenue Hours	YTD	808,000	14%	89,740	(-4.8%)	206,800	37%
	Q4	82,610	9.9%	8,720	(-6.7%)	21,480	28%
On-Time Performance	YTD	85.4%	0.2%	95.1%	0.2%	91.8%	(-0.5%)
	Q4	86.2%	1.1%	94.2%	(-1.2%)	91.1%	0.6%

Call-A-Ride Passenger Trip Requests, April, 2025

Passenger Trip Requests	# of Trips	Percent of Trip Requests
Scheduled and Made	38,841	83.21%
Cancelled by Passenger	6,221	13.33%
No-Shows + Late Cancels	1,406	3.01%
Missed Trips	190	0.41%
Van Unavailable – ADA Rider Capacity Denial	0	0.0%
Van Unavailable – Same-Day Capacity Denial	2	0.0%
Van Available – Adversarial Denial	17	0.04%
Eligibility, Beyond Hours or Boundaries	3	0.01%
Former ADA Denial	0	0.0%
Total Trip Requests	46,680	100%

Via Metro STL, Last 12 Months



Service Performance Summary



April 2025 vs. April 2024 Ridership Snapshot Unlinked Passenger Trips (UPT)

Mode	Total Δ	Weekday	Saturday	Sunday
MetroLink	▲ 7.5%	▲ 9.3%	▼ 9.1%	▲ 15%
MetroBus	▼ 1.2%	▼ 0.2%	▼ 9.4%	▼ 1.2%

Fixed-Route Service Trends

- MetroLink trends still strong while MetroBus sees a dip:** Gains on MetroLink still hold firm, while MetroBus ridership lags slightly. Metro staff continue to monitor MetroBus trends to assess potential confounding factors that may be influencing the decline in MetroBus ridership figures.
- A product of the regional event calendar and precipitation:** Fewer Cardinals games, unusually low game attendance, and increased precipitation greatly impacted both MetroLink and MetroBus ridership on Saturdays, in particular.

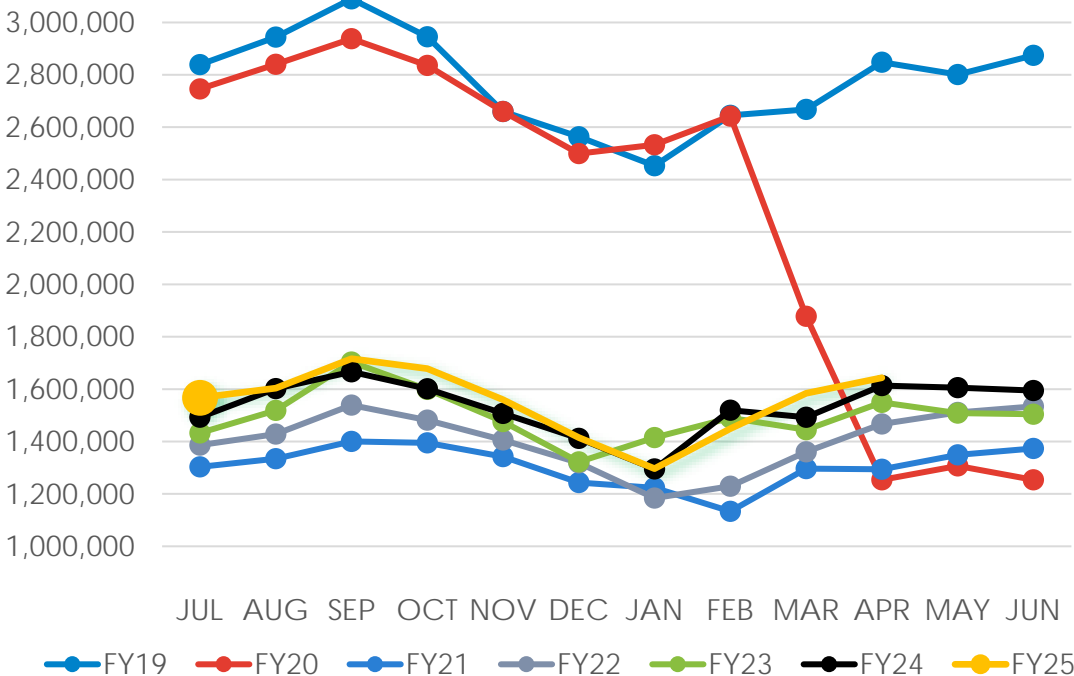
On-Demand Via Service Trends and News: Via ridership accelerates 7.8% month-over-month, driven by operational improvements.

- Completed rides increased 7.8% (April vs. March); 166 new Unique Active Riders added
- Mobile App algorithm calibration, new management strategies, and paratransit partnerships expanding access for mobility-limited customers
- Year-long contract extension approved; RFP (Request for Proposals) for first/last-mile alternatives launches fall 2025 as Metro reevaluates on-demand service options

\$1 Lyft Program Terminated Effective June 30, 2025

- Pilot program originally bridged service gaps during the 2019 system redesign and COVID disruptions
- As MetroBus service reliability improves, utilization has dropped
- Cost savings will be redirected to core transit operations with improved schedule performance

STANDARDIZED FIXED-ROUTE RIDERSHIP



Fiscal Year Fixed-Route Ridership

Actuals

FY19 = 35,874,800
Jul-Apr = 29,766,100

FY20 = 29,734,100
Jul-Apr = 26,971,600

FY21 = 16,971,000
Jul-Apr = 14,042,300

FY22 = 18,156,000
Jul-Apr = 14,865,300

FY23 = 19,332,300
Jul-Apr = 16,046,100

FY24 = 19,481,000
Jul-Apr = 16,349,200

YTD FY25
16,853,200

- Standardized figures smooth the month-to-month variance caused by calendar service day mix

$$= [(average\ weekday * 20) + (average\ Saturday * 4) + (average\ Sunday * 4)]$$
- Fixed-route ridership figures do not include MetroBus Special Service.
- All Ridership totals have been adjusted to reflect the impacts of cyberattacks, equipment malfunctions, and other technical outages.



Sign-on and Retention Bonuses

- As of November 9th, 2024, Mechanics and Electricians are the only positions with a sign-on bonus.
- 75% of new hires eligible for the sign-on bonus from January 2024 through April 2025 are still employed, while 25% were separated without receiving payment.
- Payouts for Bus Operator sign-on bonuses will be completed in September 2025.

Status of Operations

MetroBus	756 (0.8%) of 95,890 scheduled trips were missed in April, with 168 (0.2%) due to workforce issues.
MetroLink	There was one (1) annulled trip in April 2025.
Call-A-Ride	Zero (0) denied boardings out of 46,680 trips requested in April.

In April 2025, MetroBus missed nearly 1% (756) of all scheduled trips, as reported by Metro Operations in TroubleLog. Service levels and bus routes were adjusted on March 17th to improve schedule adherence and make adjustments to the larger service change in December 2024. The volume of missed trips was highest (1.3%) during the afternoon peak (2pm-6pm), when it has been more difficult to get all runs out on time due to peak hour vehicle requirements and maintenance staffing and fleet shortages. Routes with higher-than-average missed trips included the #70-Grand and #95-Kingshighway. There were several scheduled construction projects that caused disruptions to regular MetroLink service, as well as single tracking that was implemented due to maintenance on a portion of the alignment in Illinois. Lastly, since many improvements have been made to Call-A-Ride service over the last year, ADA rider denials have decreased and remained consistently at 0% of passenger trip requests denied in April. This has held steady even as the overall number of trips scheduled has increased year-over-year (up 38% of passenger trips from April 2024).

Recruitment Progress

- We hired 15 Bus Operator Apprentices in April. Our next Training classes will be on May 19th for CDL holders. The next non-CDL class will be in July.
- 0 Van Operators were hired in April, as we did not have a scheduled class. We have another eight scheduled to start in May.
- Active Van Operator positions experienced a net decrease of 5 employees for the month of April. However, Van continues to exceed budget and service expectations. Bus Operators remain slightly below budget with a net loss of 27 employees from December 2024 to present a – 4.1% decline. MetroLink maintained headcount this month and, while sufficient to meet current service needs, remains 6.9% under budget.
- Over the past 12 months, Van Operators have increased in headcount by over 51%; all three operator groups increased headcount by 7.0% (combined).
- Van Operator position has ended 4 months of consecutive growth – now only 8.89% over budget; a significant reversal of BSD’s 12-month max budget shortage of 27.9% in May 2024.

Recruiting & Training Snapshot

	Applications	Hires	Scheduled for Training	In Training	FY25 Grads
MetroBus Operators	79	15	7	15	117
MetroLink Operators	0	0	0	0	26
Call-A-Ride Operators	106	0	9	8	102
1A Mechanics	10	1	1	7	21
Electro-Mechanics	0	1	0	0	3
Electricians	12	2	0	5	4

Staffing Levels

	MetroBus Operators	MetroLink Operators	Call-A-Ride Operators	General Maintenance 1A Mechanics	Vehicle 1A Mechanics	MetroLink ElectroMechanics	Electricians
Budgeted	650	102	180	46	181	42	65
Required for Service	651	94	180	-	-	-	-
Active	646	95	196	38	162	29	59
(Over)/Under Budget	4	7	(16)	8	19	13	6
Budget Shortage (%)	0.6%	6.9%	(8.9%)	17.4% Meeting	10.5%	31.0%	9.2%