# Board of Commissioners

# Open Meeting

Friday, February 28, 2025 at 8:30 AM

Hybrid Meeting

Headquarters - Board Room, 6th Floor

One Metropolitan Square, 211 N. Broadway, Suite 650

St. Louis, Missouri 63102

# February 28, 2025 - Board of Commissioners, Open Meeting

## 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 Comment as of February 27, 2025 -5 | | |
| B. Communication from Metro Transit Accessibility Advisory Committee (MTAAC) - Raymond Bishop, Chairperson - 11 | | |
| 4. Approval of the Minutes of the November 15, 2024 - Board of Commissioners, Open Meeting | Approval | Chair Gladney |
| A. Draft Minutes - November 15, 2024 - Board of Commissioners, Open Meeting - 12 | | |
| 5. Report of the President | Information | T. Roach |
| 6. Report of the Operations Committee | Information | Commissioner Moore |
| A. Draft Minutes - January 24, 2025 - Operations Committee - Open Meeting -22 | | |
| 7. Report of the Audit, Finance & Administration Committee | Information | Commissioner Jackson-Jennings |
| A. Draft Minutes - January 24, 2025 - Audit, Finance & Administration Committee - Open Meeting - 31 | | |
| 8. Report of the Safety & Security Committee | Information | Commissioner Simmons |
| 9. Adjustment of the Consent Agenda | Approval | Chair Gladney |
| 10. Consent Agenda | Approval | Chair Gladney |
| A. IDOT Intergovernmental Agreement for Southwestern Illinois (SWIL) Freight Railroad Network Analysis and Improvements Program (Resolution #1389) | | |
| 1. Briefing Paper - 36 | | |
| 2. Uniform Grant Agreement - 38 | | |
| 3. Budget Template - 82 | | |
| 4. Resolution #1389 - 105 | | |
| B. Parkway Interlocking / Richmond Heights Turnout Design - Professional Engineering Services for Signal System Design (Resolution #1390) | | |
| 1. Briefing Paper - 108 | | |
| 2. Resolution #1390 - 110 | | |
| C. Bus Air Purification System (Resolution #1391) | | |
| 1. Briefing Paper - 113 | | |
| 2. Resolution #1391 - 115 | | |
| D. Replacement of MetroLink Forest Park A & B Signal Houses at the Forest Park MetroLink Station (Resolution #1392) | | |
| 1. Briefing Paper - 118 | | |
| 2. Resolution #1392 - 119 | | |

E. Contract Change Order – Communications Network East Cell Expansion (Resolution #1393)

1. Briefing Paper - 122

2. Resolution #1393 - 124

F. Contract Award – Public Safety & Security Services (Resolution #1394)

1. Briefing Paper - 126

2. Resolution #1394 - 128

G. Loop Trolley Services Agreement (Resolution #1395)

1. Briefing Paper - 130

2. Extension of LTTDD-BSD Services Agreement -132

3. Current LTTDD-BSD Services Agreement -137

4. LTTDD Budget - 153

5. Resolution #1395 - 162

H. 79th Street Retaining Wall Rehabilitation and Accompanying IGA (Resolution #1396)

1. Briefing Paper - 165

2. Draft IGA - 167

3. Design Summary - 178

4. Resolution #1396 - 180

I. 24:1 Transportation Development District (Resolution #1397)

1. Briefing Paper - 183

2. Petition for Creation of 24-1 TDD - 185

3. Resolution #1397 - 203

J. Board Policy Revision - Chapter 20 - Chief Legal Counsel & Deputy Secretary of the Agency (Resolution #1398)

1. Briefing Paper - 206

2. Attachment 1 - Current Chapter 20, Section 20.030 -208

3. Attachment 2 - Redlined - Proposed Chapter 20, Section 20.030 -210

4. Attachment 3 - Clean Copy - Proposed Chapter 20, Section 20.030 -212

5. Resolution #1398 - 214

K. Board Policy Revision - Chapter 50 - Purchasing (Resolution #1399)

1. Briefing Paper - 217

2. Attachment 1 – Current Chapter 50, Purchasing -218

3. Attachment 2 – Redlined – Proposed Chapter 50, Purchasing -226

4. Attachment 3 – Clean Copy – Proposed Chapter 50, Purchasing -236

5. Resolution #1399 - 244

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| 11. FY2026 Draft Budget (Resolution #1400) | Approval | T. Roach / T. Fulbright |

A. Briefing Paper - 246

B. Executive Summary - Bi-State Development Operating and Capital Budget - 247

C. FY2026 Budget Presentation - 335

D. Resolution #1400 - Approving the FY26 Operating and Capital Budgets -364

E. FY2026 Grant Resolutions (Resolution #1401 - Resolution #1407).pdf -366

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|---|---|---|
| 12. St. Clair County - MOU Amendment (Resolution #1408)<br>A. Briefing Paper - 381<br>B. Bus Service and Maintenance Agreement Addendum -382<br>C. Rail Service and Maintenance Agreement Addendum -384<br>D. Resolution #1408 - 386 | Approval | T. Roach / K. Brittin |
| 13. Unscheduled Business | Approval | Chair Gladney |
| 14. Operations Report<br>A. Operations Update - 389<br>B. Workforce Update - 392 | Information | C. Stewart |
| 15. Call for the Dates of Future Board & Committee Meetings | Information | M. Bennett |
| 16. Adjournment to Executive Session<br>If such action is approved by a majority vote of The Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Purchasing and Contracts under §10.080(D)(7); and Auditors under §10.080(D)(10). | Approval | Chair Gladney |
| 17. Reconvene to Open Session | Approval | Chair Gladney |
| 18. Adjournment | Approval | Chair Gladney |

**Name:** Dianne Cummins
**Representing:** S.M.A.R.T.
**Topic:** Call-A-Ride / SPARE

**Comments:**
This program has a lot of kinks to work out. Actually, your human man-power is not working with the program. We need to know what to listen to.

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**Name:** LYNN M MCSORLEY
**Representing:** myself
**Topic:** Call-A-Ride

**Comments:**

Dear Sir or Madame,

I am requesting that Metro add more drivers and vans. I am disabled and use a power wheelchair. I use Call-A-Ride to take me to doctor, therapy and test appointments, social functions and baseball games. The new reservation system is helping to set rides with clear pick & return times. So far, I am given a pick-up time of 2 hours prior to my requested drop off time. Sometimes this means I arrive 1-1 ½ hours early. It was an issue on 2/13/2025 when the van arrived at 10:58 AM before the restaurant opened for business at 11:00 AM. I was able to call the restaurant, and they let me in a few minutes early. My drop off time was for 11:30 AM

The amount of time I spend on the van is increasing. On 2/14/2025 my drop off time was scheduled for 8:15 AM. The van arrived with 1 person on board at 6:48 AM. The van picked up 3 more people, the 6th person did not appear. The driver dropped off 3 of the riders. I called the therapy office at 8:25 AM as the van got onto Hwy 64 from Big Bend heading to Mercy Hospital on Ballas Rd. for my 8:30 appointment. I arrived at 8:35 AM. It took me another 5 minutes to register before arriving at the therapist office at 8:40 AM.

On 1/30/2025 I had a 20-minute procedure at a doctor's office. I was picked up at 10:06 AM for a drop off time of 11:15 AM. I arrived at 11:10 AM, 1 other rider. My return trip was scheduled for 12:30 PM pick up time. I go on the van at 12:43 PM and returned home at 2:04 PM, 2 other riders. I was gone 4 hours for a 20-minute procedure.

The old vans are failing. On 2/3/20025 I was unable to get off the van. I arrived at my destination on time. When I moved my chair onto the lift, the 1st plate got stuck under my chair. I tried again with same result. I called my dentist office saying I'm in the parking lot but cannot get off the van. The driver dropped off the other rider and took me home. She parked the van in my apartment parking lot and a firetruck arrived. Two firemen stood on the corners of the 1st plate, and I was able to exit the van. I was fortunate that my dentist office did not charge me for calling only 10 minutes before my appointment time.

There are many times I am fortunate to be the 1st rider to be dropped off at home. However, I do spend an inordinate amount of time sitting on the van. I accept that many times the delay is due to situations like what occurred to me on 2/3/2025. I have been keeping a detailed list of all my rides in an Excel file since January 2024. I can email it to you if required.

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**Name:** Annette Nowakowski
**Representing:** self
**Topic:** Call-a-Ride

**Comments:**

Snow and ice storm caused CAR to suspend service abruptly except for essential services. Essential services should include more than dialysis. People with medical appointments like myself were stranded. Metro must get together with the city and county to make a plan for the future and set guidelines for when service will be suspended and advertise it ahead of time. On a more positive note, I like the new software where I can get texts on estimated time of arrival and get an alert when CAR is arriving.

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**Name:** Barbara Sheinbein
**Representing:** Self
**Topic:** Audio announcements on buses and Metrolink

**Comments:**

I would like to highlight a very long going issue with the sound systems in buses and Metrolink. When I say a long time, it is more like decades and not months. I am blind. I rely on the audio announcements to know where I need to depart the vehicle.

A significant number of the Metrolink station announcements have too soft of a volume or is garbled/unclear. I often have to ask other passengers what stop I am at. I have been informed that new trains are to arrive in 2027. I hope that fixes the issue. I also realize it is likely that shipments of new trains will have a staggered delivery so the problems are not likely to go away in 2027. In the meantime, it would be helpful to have a temporary solution. Perhaps make use of the current transit app by having a signal available when in the station which appears in the transit app. That is just one idea. Anything would be better than what is going on now.

The audio issue with the buses is that generally only bus stops that connect to a different bus are announced. In other cities that I have visited or heard of, every bus stop is automatically announced. That should be the standard. I am unaware of plans to update the audio on the buses. Although most bus drivers do a good job letting me know when we have arrived at my stop, there have been enough times when I missed my stop because of a failure of the bus driver to let me know.

You need to understand the complications of missing a bus or Metrolink stop when you have vision loss. It is not just an annoyance, but a safety issue. In advance, I have practiced my walking routes from the correct stop to my destination. If the stop is missed, then I have no information where I am truly at. I do not know where to cross a street to take a return bus back to my stop. I do not know of physical barriers or other issues that may need to be handled walking to fix ending up at the wrong stop. if at a Metrolink station I do not know where to cross the tracks to return to the station I should of been at. This is on top of the lost time getting back to my correct stop and the stress of the situation. I could be late for appointments which can add to the situation.

Quality and correct audio announcement of stops do help all riders too. I urge you to take prompt necessary actions to resolve these issues. Thank you.

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**Name:** Robyn Wallen
**Representing:** R.A.I.S.E for Transit and Missouri Council Of The Blind
**Topic:** Recent successes and misses

**Comments:**

Good Morning Commissioners:

I want to start this off on a positive note and compliment you on some of the recent improvements. I just got access to the MetroGo! app as an early adopter, and I look forward to testing it out. The app seems pretty accessible and user-friendly. I really liked the ability to send feedback about your ride. I was able to do this with a previous ride, and it was very easy. I think this will give Metro real-time feedback about what they are doing right and where they continue to need work.

I also want to thank Metro for holding a Community Connect in West County and now South County. It is so important to reach out to the entire community so that Metro knows how taxpayers in these areas feel about the service they have or the service they need. Hopefully, over time, the attendance at these meetings will grow.

I am happy to see Metro has implemented a more robust scheduling system in SPARE. There are problems that I will speak about later, but I know implementing something new is not easy.

I had the pleasure of speaking with Mr. Lowrey at Community Connect, and he also called and spoke with me about some issues I brought to his attention about problems that some MCB members had with their rides to work. We spoke for some time, and he was courteous and helpful and showed real interest in the issues that I brought forth. I am excited that Metro chose to hire someone with his background and experience. I am sure his work in other cities will help Metro improve the service they provide.

I won't go into the issues that I shared with Mr. Lowry because I trust he is addressing those, but there are a few things that have come to my attention. The GPS on the software is not working as well. Many passengers complain that they ride around for excessive amounts of time, crossing the city and passing up their destinations multiple times. Occasionally, the software gives drivers the wrong pick-up location. I had a recent pickup where the driver was directed to the side road and parking garage behind my house. I am not sure if this is a SPARE or Google Maps issue because we had a similar problem with Uber and Lyft, but their software eventually healed itself. Hopefully, SPARE will do the same. On that same trip, the GPS had the driver get off Highway 64 at Ballas, had the driver drive north on Ballas, and turn and go back on the highway heading west. There was no pickup, and it confused all of us. There was no reason to get off the highway and no construction or accidents.

I have heard more than one person say that some customer service agents are telling passengers they have to call three days in advance. This is against FTA regulations, which require "Next Day Service." This may be a training issue, but passengers are frustrated.

I appreciate your time and hope that Metro continues to improve its services for the Disabled.

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**Name:** Annie Donnell
**Representing:** SMART
**Topic:** Transportation

**Comments:**

Thank you for getting and adopting the new software. We have heard that there are major improvements including you can text the number one or ETA to find out when exactly your ride is coming, can text to book/cancel your ride, you can also call if you wish, as well as the app has just been launched. Thank you to all the work that has gone on into making this possible for call a ride riders. My one question is at the beginning of the software rollout and the drivers using the iPads, drivers were not given chargers so their iPads were not staying charged and they would drive back to The dispatch center and get a different iPad that was charged. Has there been a plan put in place now to where every driver has a charger or is every driver responsible for getting the charger for the iPad themselves? Also, some people have been reporting that The software is still taking people for really long rides and even passing their street and not getting dropped off. Has everyone been fully trained on the software? I understand like anything it takes time to learn, but just it would help for efficiency purposes. Also, is there a way that drivers can know more than one trip at once so if there are more than one person using a wheelchair that People who get on prior to the passengers in wheelchairs or other mobility challenges (writer needs to hold onto one of the bars that are in the accessible seats) can sit behind the spots where the people who use wheelchairs or have other mobility challenges need to sit? There was an instance of a writer who uses a wheelchair who had to sit towards the back instead of in the specific wheelchair accessible seating and needed to get out because it was her stop and she couldn't get past the metal plate for wheelchairs so she was stuck on the van and couldn't get out so the driver just drove her back home And so she missed going to the place that she needed to go and this could have been resolved by people moving back or keeping that seat open and making sure that passengers who didn't need to sit there sat further back in the van. Thank you for the improvements that have been made! The SMART members appreciate the progress. Thank you to metro for having 10 smart members test the software and features prior to launching for everyone so that we could provide feedback.

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**Name:** Tracy Anderson
**Representing:** R. A. I. S. E. And MCB
**Topic:** Scheduling software

**Comments:**

I like some of the improvements to the Metro scheduling system. Thank you for making this enhancement. I really appreciate getting the text messages to alert you that your van is on the way and that it has arrived. Sometimes I don't know the time when I received the "your van will arrive in one hour" text message, so I text ETA to get the arrival time. It might be better if the software could give you the ETA so that you could be ready. The 30 minute window seems to work also. I have only had one occasion that I can think of where the van arrived outside of the 30 minute window. Overall, it works fine for me. I often wondered how people were able to keep up with various trip times going and coming and this alert system is truly a good thing.

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**Name:** Tracy Anderson
**Representing:** R. A. I. S. E. And MCB
**Topic:** Scheduling software and trip time

**Comments:**

I am part of a new group R. A. I. S. E. Transit that stands for Riders Advocating for Inclusive Safe and Equitable Transit. I am so proud to be a part of this new group. One of the things that we would like to do is to be a voice to those in the community who are struggling with accessibility issues in transit. One thing I would like to note from the new scheduling software are some of the comments we've heard. some passengers indicate that they are on the Call A Ride van for an excessive period of time still. According to the ADA, the trip should last no longer than it would take to get from point A to point B on a bus. well I can understand that, but some situations have a passenger being picked up from their requested location to travel 5 minutes away to their destination, but are rerouted out of the area and then back into the area after about more than an hour. I am still trying to understand how that might happen. I'm sure it has something to do with passengers that are being picked up along the way, however, I thought that the scheduling software improvements would make the trips more efficient. It would seem that someone that is closer could be dropped off first before going outside of the area and then having to return back to that area.

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**Name:** Mark Detjen
**Representing:** R.A.I.S.E. Transit
**Topic:** Ramps on the vans are truly not safe.

**Comments:**

Good morning Commissioners;

I have a few important topics that I want to share with you. I am both blind and have problems with my balance. The ramps on the new vans are very difficult to navigate. First of all, the bottom section of the ramp has no handrail to hold onto to stabilize myself and the edges of the ramp are very short, which makes it easy to lose your footing and end up falling off. The top part of the ramp is extremely steep. This not only makes it hard for me, but for anyone with crutches or a walker. There are also several spots within the van where the floor is uneven and slants upward. Along with wheel wells in front of some seats and small steps by the front passenger seat on the van that are easy to trip over. Some of these uneven spaces have been painted for those who can see, but some have not, and they are easy to miss with a cane.

I am finding more and more broken/missing arm rests on the new vans, and there is very little to grab onto in a quick maneuver situation. The seatbelts aren't snugging up properly and do not move freely when you are pulling them out or moving them back in. The ride of the blue vans is smoother than the previous vans, but the seats are taller and slant towards the front of the van, which makes it harder to catch yourself when the seatbelts are not holding tightly and you have nothing to grab onto.

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**Name:** Etefia Umana
**Representing:** RAISE transit
**Topic:** Paratransit services

**Comments:**

I would like the board of commissioners to make significant changes on the new software system. Apparently, there are some IT settings that can move from maximum efficiency to possibly prioritizing certain trips. Since the inception of the new software, trips have been taking longer. What would normally be and 15 minute trip, May at this time end up being an hour and 45 minutes. This goes against the regulations for transit. And there are some individuals that may be in chronic pain which may need to go to the residences Little faster. please consider making that IT adjustment and take him to consideration those individuals.

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COMMUNICATION FROM METRO TRANSIT ACCESSIBILITY ADVISORY COMMITTEE, RAYMOND BISHOP-CHAIRPERSON

Dear Commissioners,

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

> "We are a newly appointed committee with fifteen (15) members and two (2) Metro employees. We meet every other month, and our next meeting will be 21 March 2025. Our first two meetings have been productive as we adopted bylaws and our mission statement. We elected our Chair (myself, Raymond Bishop) and Vice-Chair (Kristi Vetri). We have identified 2 high-priority topics we wish to address--training and accessibility. We as a committee hope to help and guide Metro into having as good a transit system as possible for those who have disabilities. Please don't hesitate to reach out to the committee if you have questions and we always welcome your participation and engagement."

MTAAC would like to include a short report to the Board of Commissioners on a regular basis and invites your engagement. Information about the committee, including meeting dates and materials, 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

# BI-STATE DEVELOPMENT
# BOARD OF COMMISSIONERS MEETING
# (Hybrid Meeting)
# OPEN SESSION MINUTES
# November 15, 2024 at 8:30 AM

**Board Members Participating**

**Missouri**
Sam Gladney, Chair
Andrea Jackson-Jennings, Secretary
Daniel Isom
Nate Johnson – Absent
Winston Calvert – Absent

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

**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
Tom Curran, Executive Vice President Administration
Charles Stewart, Executive Vice President and Chief Operating Officer Metro Transit
Chris Poehler, Vice President of Capital Programs
Rich Reiniger, Director of IT Infrastructure
Diana Bentz, Executive Vice President and Chief Human Resource Officer
Kevin Scott, General Manager - Security
Andrew Ghiassi, General Manager - Safety
Patti Peck, Senior Director of Media & Public Relations
Jeff Braun, Director of Real Estate

**Others in Attendance**
Hannah Simpson, ASL Interpreter
Xane Kimber, ASL Interpreter
Ken Sharkey, Manager – St. Clair County Transit District
Charles Boone, Dovetail Consulting
Jason Osborn, Illinois Department of Transportation
Justin Sobeck, Missouri Department of Transportation

**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 noted that, in order to speak at the meeting, individuals were required to sign up through the website in advance of the meeting. He noted that the Board is allowing time today for up to 10 speakers, and anyone who was unable to obtain a timeslot to speak in person, was given the opportunity to submit written comments through the website. Chair Gladney noted that Chief Legal Counsel, Greg Linhares, will be calling the names of the speakers, who will be allowed a maximum of 3 minutes each to address the Board. He asked Mr. Linhares if there are any speakers. Mr. Linhares noted that one individual had submitted a request to speak; however, she in not currently in attendance at the meeting. Chair Gladney noted that if she arrives, he will provide an opportunity for her to address the Board later in the meeting.

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 three (3) written comments for today's meeting. 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 reported that the comments will also be included in the minutes from today's meeting.

**4. Approval of the Minutes of the September 20, 2024, Board of Commissioners, Open Meeting**

**8:33 a.m.** The minutes from the September 20, 2024, Board of Commissioners, Open Meeting, were provided in the meeting materials. A motion to approve the minutes, as presented, was made by Commissioner Cox and seconded by Commissioner Jackson-Jennings.

**The motion passed unanimously.**

**5. Approval of the Minutes of the October 18, 2024, Special Meeting of the Board of Commissioners, Open Meeting**

**8:33 a.m.** The minutes from the October 18, 2024, Special Meeting of the Board of Commissioners, Open Meeting, were provided in the meeting materials. A motion to approve the minutes, as presented, was made by Commissioner Moore and seconded by Commissioner Cox.

**The motion passed unanimously.**

**6. Report of the President**

**8:34 a.m.** President and Chief Executive Officer, Taulby Roach, noted that Mr. Ken Sharkey, Manager of the St. Clair County Transit District, hosted Executive staff at an event regarding the extension of Mid America Airport. He stated that they are doing a fabulous job on the project. He encouraged everyone to go out and see how this project is coming along, and he personally thanked Mr. Sharkey for the invitation.

Mr. Roach stated that he attended a 25-year celebration of Kathy Osborn with the Regional Business Council. He noted that Ms. Osborn has been instrumental in coordinating the private sector funding with him for the Secure Platform Plan (SPP). Mr. Roach noted that over $10 million in private sector investments, and many of the investors were present at the event. He reported that Chief Robert Tracy of the St. Louis Metropolitan Police Department was also present at the event, and spoke to him about what an asset the real time camera center is to law enforcement, not just in his jurisdiction, but across the region. Mr. Roach stated that rarely a day goes by that he does not receive a report from Kevin Scott, regarding the camera technology that is being used in crime prevention. Mr. Roach stated that this is being a part of the fabric of the

community. He noted that this is based off of strong partnerships, and he commended Mr. Scott for rebuilding of those relationships.

Mr. Roach noted that staff is currently in the budget process for FY2026. He noted Bobby Ellis will be serving as the new Director of Financial Planning and Analysis. He commended Executive Vice President and CFO, Tammy Fulbright, and her team for their work, and congratulated Mr. Ellis on his new position.

Mr. Roach noted a flooding event that occurred the night before the election at the Brentwood facility. He commended staff for their handling of the situation. He stated that the Agency's teams know how to respond to these events, and began working on the issues ate 3:00 a.m. He reported that by 10:30 a.m., most of the buses had been pulled out and the Agency was back to 100% service that morning. He thanked the Executive staff for their support.

**7. Report of the Operations Committee**

**8:41 a.m.** Commissioner Moore stated that a virtual meeting of the Operations Committee was held on October 18, 2024, immediately following a meeting of the Audit, Finance and Administration Committee, and the draft minutes of that meeting are included in the meeting materials today under Item #7.

She reported that the Operations Committee is recommending approval of four (4) items, noted on today's agenda as Consent Agenda, Item #11:

B. Sole Source: Modernization of ESRA Circuit Boards (Resolution #1377)
C. Contract Modification: Traction Power Substation Feeder Wire Rehabilitation Time Extension (resolution #1378)
D. Contract Modification: Track Systems Upgrades Time Extension (Resolution #1379)
E. Contract Award: Gateway Arch Marketing Advertising Agency (Resolution #1380)

She stated that the Operations Committee reviewed one (1) additional item, which is noted on today's agenda, for consideration, as:

Item 13. MetroLink Green Line Memorandum of Agreement (MOA) (Resolution #1382)

Commissioner Moore stated that, in addition, at the Committee meeting, a December 2024 Service Change and Planning Update was provided by Jessica Gershman, Assistant Executive Director, Planning & System Development, and an Operations Report and Workforce Update was provided by Chuck Stewart, Executive Vice President and Chief Operating Officer for Metro Transit.

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

**8:44 a.m.** Commissioner Jackson-Jennings reported that a virtual meeting of the Audit, Finance and Administration Committee was held on October 18, 2024, immediately following a Special Meeting of the Board of Commissioners, and the draft minutes of that meeting are included in the meeting materials today under Item #8.

Commissioner Jackson-Jennings reported that the AFA Committee reviewed two (2) items at the October meeting, which are noted on today's agenda, for further discussion and consideration, as:

Item 12. Contract Award: Talent Management Solution (Resolution #1381); and

Item 14. Contract Modification: Cellular Phone Service (Resolution #1383)

She stated that, in addition, at the October Committee meeting, several informational items were presented, including:

- Pension Audit Update
- Internal Audit Department - Follow-Up Summary – 1st Quarter, FY2025
- Internal Audit Department - Status Report – 1st Quarter, FY2025
- Internal Audit Department - State Safety Oversight Status Report – 3rd Quarter, Calendar Year 2024
- Treasurer's Report
- Treasury Safekeeping Report, and
- Procurement Report

An Executive Session was not held.

**9. Report of the Safety & Security Committee**

**8:45 a.m.** Commissioner Simmons noted that a virtual meeting of the Safety & Security Committee was held on October 3, 2024 at 8:30 a.m., and the draft minutes of that meeting are included in the meeting materials today under Item #9.

He reported that the Safety & Security Committee is recommending approval of one (1) item, which is noted on today's agenda as Consent Agenda, Item #11:

A. Approval Authority for Real-Time Camera Center Federation (Resolution #1376)

**10. Adjustment of Consent Agenda**

**8:46 a.m.** Chair Gladney asked if were any adjustments to the Consent Agenda.

**11. Consent Agenda Items**

**8:46 a.m.** Consent Agenda Items:

A. Approval Authority for Real-Time Camera Center Federation (Resolution #1376)
B. Sole Source: Modernization of ESRA Circuit Boards (Resolution #1377)
C. Contract Modification: Traction Power Substation Feeder Wire Rehabilitation Time Extension (resolution #1378)
D. Contract Modification: Track Systems Upgrades Time Extension (Resolution #1379)
E. Contract Award: Gateway Arch Marketing Advertising Agency (Resolution #1380)

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

**The motion passed unanimously.**

**12. Contract Award: Talent Management Solution (Resolution #1381)**

**8:47 a.m.** A briefing paper was included in the meeting materials, requesting that the Board of Commissioners award a contract, for three (3) base years and two (2) one-year option periods, for a Talent Management Solution to Cornerstone, in the not-to-exceed amount of $1,567,794.00.

Diana Bentz, Executive Vice President, Chief Human Resources Officer, gave an overview of this item, noting that during the October 18th Audit, Finance & Administration Committee meeting, information was presented on a technology solution for Talent Management function. She stated that, although this solution was approved by the AFA Committee, management recently learned of changes affecting the proposal.

Ms. Bentz noted that the current technology solution contract is expiring, and the Agency issued a request for proposals (RFP) on July 15, 2024. In response to this solicitation, five proposals were received and forwarded to an evaluation team for review, consisting of representatives from Organizational Effectiveness (which includes Human Resources, Total Rewards, and Learning & Development), team members from IT, and a non-voting external partner from Integrated Technology Partners (ITP). She reported that based on the final combined consensus scoring, the committee unanimously agreed and recommended that Cornerstone, the highest-ranking firm and the most advantageous to BSD with price and other factors considered, is capable of providing the desired Talent Management Solution.

Ms. Bentz reported that the Agency engaged an outside consultant to support the RFP process, and management has discovered that there was a slight error in the consultant's calculation of the cost evaluation score. This has been adjusted and is reflected in the briefing paper. She noted that there was also an error in the cost provided by Cornerstone. She stated that these issues have been corrected, and there will be a cost increase of $300k ($1,288,754.00 to $1,567,794.00) over the course of the contract. Ms. Bentz noted that, although the cost has increased, the proposal continues to be below the competing firm, by $1.3 million. She reported that neither of the changes impact the outcome of the RFP, and Cornerstone is still the highest-ranking firm.

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

**The motion passed unanimously.**

**13. MetroLink Green Line Memorandum of Agreement (MOA) Approval (Resolution #1382)**

**8:51 a.m.** A briefing paper was included in the meeting materials, presenting to the Board of Commissioners for approval, a Memorandum of Agreement (MOA) with the City of St. Louis for the MetroLink Green Line, and authorize the President & CEO to sign further MOA with the City of St. Louis related to the Green Line project without Board approval, provided that the President and CEO may only sign MOA for which funding has already been approved by the Board. President and CEO, Taulby Roach, gave an overview of this item, noting that this is the next phase of the Greenline project, and the MOA reflects passage by the City of St. Louis for funding. He reported that the project is completely funded within the project scope, and the proposed Memorandum of Agreement will allow the Agency to tap into funds from the Economic Development tax.

A motion to approve the MetroLink Green Line Memorandum of Agreement (MOA) Approval (Resolution #1382), as presented, was made by Commissioner Moore and seconded by Commissioner Isom.

**The motion passed unanimously.**

**14. Contract Modification: Cellular Phone Service (Resolution #1383)**

**8:53 a.m.** A briefing paper was included in the meeting materials, requesting that the Board of Commissioners approve a recommendation to authorize the President & CEO to execute a two (2) year contract extension with T-Mobile for cellular phone services, in the total, not-to-exceed amount of $898,000, extending the contract end date to October 31, 2026. Tom Curran, Executive Vice President-Administration, provided an overview of this item, noting that this item was presented at the October 18th Committee meeting; however, the Committee requested additional information. Mr. Curran noted that there has been a change of cost regarding this item. He reported that Information Technology staff have negotiated with T-Mobile and added services for Call-A-Ride, additional hotspots and extra phones, which have increased the cost going forward. He noted that the actual rate per device has remained the same throughout the five-year contract and would remain the same with the two-year extension. He reported that management recommends that the Board of Commissioners authorize the President & CEO to execute a two (2) year contract extension with T-Mobile for cellular phone services, in the annual amount of $449,000, for a total contract amount of $898,000, and extend the contract end date to October 31, 2026. Chair Gladney asked for clarification, asking if this item was bid out, or is only an extension of the existing contract. Mr. Curran noted that, due to time constraints and cost, management is requesting an extension of the existing contract. Mr. Rich Reiniger, Director of IT Infrastructure noted the increased cost, due to coverage provided in the tunnels. Chair Gladney stated that he would like to ensure that the Agency is receiving a fair cost. He asked if there is a reason that the contract needs to be approved today, or if the Agency could bid the project. Mr. Curran noted that the Agency is currently operating on an expired contract. Mr. Reiniger stated that the current contract expired on October 31, 2024, and the Agency is operating on a two-month extension, which will expire in December. Chair Gladney asked if the Agency could extend the contract, without a lapse in service, while the service is bid out. Mr. Reiniger stated that yes, this is possible.

A motion to defer this item, until the Agency can issue a request for proposals for Cellular Phone Service, was made by Commissioner Cox and seconded by Commissioner Cox.

**The motion passed unanimously. (This item will be held until such time that it is competitively bid.)**

**15. Contract Award - LRV Consultant (Resolution #1388)**

**9:00 a.m.** A briefing paper was included in the meeting materials, requesting that the Board of Commissioners approve a request to authorize the President & CEO to enter into a contract with Hatch Associates Consultants, Inc. for light rail vehicle (LRV) professional and engineering consulting services for the MetroLink Green Line Project, in an amount not to exceed $7,122,393.74 plus a 10% contingency, for a total amount not to exceed $7,834,633.11. Tom Curran, Executive Vice President of Administration, gave an overview of this item, noting that on August 26, 2024, Bi-State Development issued Solicitation 25-RFP-543375-CG, seeking qualified firms interested in submitting sealed proposals for LRV Engineering Professional Consulting Services, for the future MetroLink Green Line fleet. He reported that the procurement was conducted in accordance with the Brooks Act, (Federal Government Selection of Architects and Engineers, Public Law 92-582, 92nd Congress H.R. 12807, October 27, 1972), and will result in a Cost-Plus Fixed Fee contract. Mr. Curran noted that two (2) sealed proposals were received, and the proposals were forwarded to BSD's Evaluation Committee, consisting of six (6) individuals within BSD's Engineering and Maintenance of Way Departments, and were reviewed and scored according to the technical evaluation criteria specified in the solicitation package. Mr. Curran reported that, based on the scores and per the Brooks Act Method of procurement, the

evaluation team identified Hatch Associates Consultants, Inc. as the highest-ranking firm to provide services to BSD, in support of the scope of work identified in the solicitation.

A motion to approve the Contract Award for an LRV Consultant (Resolution #1388), as presented, was made by Commissioner Beach and was seconded by Commissioner Moore.

**The motion passed unanimously.**

**16. Nomination and Election of Vice Chair for the Board of Commissioners**

**9:02 a.m.** Chair Gladney noted that Commissioner Terry Beach resigned as Vice Chair of the Board of Commissioners, effective October 24th, due to other commitments. He stated that Board Policy notes that upon the vacancy of that office, the members of the Board shall, at the next regular meeting, or at a special meeting called for that purpose, elect from among the members of the Board, an officer to fill such vacancy. Board Policy also indicates that, due to the current composition of the Executive Board, the vacancy must be filled by an Illinois Commissioner. Chair Gladney asked for a motion and second to nominate an Illinois Commissioner to serve as Vice Chair of the Board, for the remaining term.

Commissioner Beach made a motion to nominate Commissioner Debra Moore to serve the remaining term as Vice Chair for the Board of Commissioners. The motion was seconded by Commissioner Simmons.

Chair Gladney stated that Commissioner Moore has been nominated to serve the remaining term as Vice Chair for the Board of Commissioners, and asked if there were any other nominations. Being none, he called for the vote.

**The motion passed unanimously**.

**17. Bi-State Safety Oversight (BSSO) Annual Safety Report**

**9:04 a.m.** A briefing paper was included in the meeting materials, providing the Board of Commissioners with the 2024 annual update on the Bi-State Safety Oversight (BSSO) program's efforts to strengthen the safety framework of the MetroLink rail-fixed guideway system. Andrew Ghiassi, General Manager of Safety, gave a brief overview. Justin Sobeck, Missouri Department of Transportation, Jason Osborn, Illinois Department of Transportation, and Charles Boone, Dovetail Consulting, reviewed a PowerPoint presentation with the Board of Commissioners summarizing the progress achieved over the past year, reports on current safety operations and initiatives, and outlining the strategic direction and anticipated advancements in safety oversight for the forthcoming year.

It was noted that this item was presented as information only.

**18. Unscheduled Business**

**9:22 a.m.** President and CEO, Taulby Roach, stated that he has no report at this time; however, he would like to commend the IDOT and MoDOT teams for their professionalism, and Mr. Ghiassi for his vigilance to the system.

Chair Gladney stated that, with regard to Item 14, regarding the extension of the cell phone contract, he would like to note that, in the future, when an item involves a significant cost such as this item, it should be bid, unless there is a compelling reason why it is not.

**19. Operations Report**

**9:25 a.m.** An Operations Report and Workforce Update were included in the meeting materials. Chuck Stewart, Executive Vice President and Chief Operating Officer, Metro Transit, noted the following:

- The Agency has worked hard to stabilize operations of the transit system.
- There are currently over 645 bus operators and 186 Call-A-Ride operators.
- There is still a need for mechanics. The $5,000 sign on bonus will continue for these positions.
- Over 170 individuals attended the most recent hiring event, and he thanked the teams for their efforts with these events.
- Service changes are scheduled for December. (Mr. Stewart provided a summary of those proposed changes.)
- Improvements to Call-A-Ride continue to move forward.

Mr. Stewart also provided a summary of the recent flood event, noting that he is amazed how the team comes together to address these types of issues and commending the team for their dedication.

Chair Gladney thanked Mr. Stewart and his team for their efforts.

**20. Call for the Dates for Future Meetings**

**9:32 a.m.** Myra Bennett, Manager of Board Administration, noted the that currently, there are no meetings scheduled for the month of December. He noted the following future meeting dates:

| | | |
|---|---|---|
| Safety & Security Committee | Thursday, January 9, 2025 | 8:30 AM |
| Operations Committee | Friday, January 24, 2025 | 8:30 AM |
| Audit/Finance/Administration Committee | Friday, January 24, 2025 | Following OPS |
| Board of Commissioners | Friday, February 28, 2025 | 8:30 AM |

**21. 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; (D) (10) – Auditors; and (D) (11) – Security.**

**9:32 a.m.** Chair Gladney asked for a motion to move into Executive Session for the purpose of discussing legal, confidential, or privileged matters, as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080; (D) (1) – Legal; (D) (2) – Real Estate; (D) (7) – Purchasing and Contracts; (D) (10) – Auditors; and (D) (11) – Security. The motion was made by Commissioner _____ and was seconded by Commissioner _____.

The poll of the Board being as follows:

Sam Gladney – Yea
Andrea Jackson-Jennings – Yea
Daniel Isom – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Derrick Cox – Yea
Terry Beach – Yea
Debra Moore – Yea

**The motion passed unanimously.**

The Board of Commissioners moved into Executive Session at approximately 9:33 a.m.

**22. Reconvene to Open Meeting**

**10:02 a.m.** Chair Gladney noted that the Board has reconvened to the Open Meeting.

Commissioner Moore made a motion to approve the minutes of the September 20, 2024 - Board of Commissioners, Executive Session, and the minutes of the October 18, 2024 - Board of Commissioners, Special Meeting, Executive Session as presented, as a closed record. The motion was seconded by Commissioner Jackson-Jennings.

The poll of the Board being as follows:

Sam Gladney – Yea
Andrea Jackson-Jennings – Yea
Daniel Isom – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Derrick Cox – Yea
Terry Beach – Yea
Debra Moore – Yea

**The motion passed unanimously.**

Commissioner Beach made a motion to approve Consent Agenda Item 9. A. MetroLink Law Enforcement Contracts (Resolution #1384), Consent Item 9. B. 2024 Annual Surplus Property Holdings (Resolution #1385), Year End Financial Audit (Resolution #1386), and Plan Revisions (Resolution #1387), as presented in Executive Session. The motion was seconded by Commissioner Golliday.

The poll of the Board being as follows:

Sam Gladney – Yea
Andrea Jackson-Jennings – Yea
Daniel Isom – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Derrick Cox – Yea
Terry Beach – Yea
Debra Moore – Yea

**The motion passed unanimously.**

Commissioner Simmons made a motion to approve the Executive Session Minutes, from the Board of Commissioners and Committee Meetings, January 2022 through December 2022, with the redactions, as presented in Executive Session, as open records. The motion was seconded by Commissioner Moore.

The poll of the Board being as follows:

Sam Gladney – Yea
Andrea Jackson-Jennings – Yea
Daniel Isom – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Derrick Cox – Yea
Terry Beach – Yea
Debra Moore – Yea

**The motion passed unanimously.**

**23. Adjournment**

**10:05 a.m.** Chair Gladney 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 Jackson-Jennings. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 10:05 a.m.

_____

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

# BI-STATE DEVELOPMENT
# OPERATIONS COMMITTEE MEETING
# OPEN SESSION MINUTES
# (Hybrid Meeting)
# January 24, 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
Sam Gladney

**Staff participating via Zoom**

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Gregory Linhares, Chief Legal Counsel
Myra Bennett, Manager of Board Administration
Mary Lamie, Executive Vice President – Multimodal Enterprises
Thomas Curran, Executive Vice President – Administration
Tammy Fulbright, Executive Vice President, Chief Financial Officer
Trenise Winters, Assistant Executive Director – Metro Transit
John Langa, Vice President – Economic Development
Chris Poehler, Vice President – Capital Programs
Tim Nittler, Senior Director – Capital Projects
Kevin Scott, General Manager – Security
Ted Zimmerman, Vice President – Marketing and Communication
Patti Beck, Senior Director – Media & Public Relations
Dale Schaefer, General Manager – Vehicle & Facilities Maintenance
Kelly Hamm, Senior Director – Capital Projects
Rich Reiniger, Senior Director – BSD Technology Infrastructure

**Others participating via Zoom**

Rachel Koch, ASL Interpreter
Bex Lackey, 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 no public comments were submitted for today's meeting.

**4. Approval of the Minutes of the October 18, 2024 - Operations Committee, Open Meeting**

**8:32 a.m.** The minutes of the October 18, 2024, Operations Committee, Open Meeting, were provided in the Committee meeting materials for review. A motion to approve the minutes was made by Commissioner Simmons and was seconded by Commissioner Jackson-Jennings.

**The motion passed unanimously.**

**5. IDOT Intergovernmental Agreement for Southwestern Illinois (SWIL) Freight Railroad Network Analysis and Improvements Program**

**8:33 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 (IDOT) for a Statewide Planning & Research Funds (SPR)/State Planning grant, effective May 1, 2025 and expires on September 30, 2028. Mary Lamie, Executive Vice President – Multimodal Enterprises, gave an overview of this item.

Ms. Lamie noted that an objective of the St. Louis Regional Freightway (Freightway) is to maximize the region's freight transportation network by improving intermodal connectivity and increase efficiency and reliability, and the St. Louis region's freight network system is an integral part of the U.S. freight transportation system. She stated that railroad stakeholders including the Terminal Railroad Association of St. Louis (TRRA), Norfolk Southern (NS), and Alton and Southern Railway (A&S, subsidiary of Union Pacific) have engaged with the Freightway to identify a need to address numerous railroad bottlenecks in southwestern Illinois. She reported that the proposed project will also further refine the boundaries of the SWIL regional study area focusing on the rail congestion and safety centered in the cities of East St. Louis and Sauget radiating to the south within northeast St. Clair County and there is potential for some considerations as far north as Granite City in a portion of southwestern Madison County. Ms. Lamie stated that the area is bounded on the west by the Mississippi River with a high density of rail served waterborne commerce and modal transfers including trucks using the local, state, and interstate highways. She added that the $600,000 project is 100% funded through Federal and State funds. ($480,000 Federal, $120,000 State of Illinois Matching, and 0% Local Match)

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

**The motion passed unanimously.**

**6. Parkway Interlocking / Richmond Heights Turnout Design - Professional Engineering Services for Signal System Design**

**8:35 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 sole source contact with STV Inc., dba STV Engineers, Inc., to provide redesign and construction phase services for Parkway Interlocking/Richmond Heights turnout Design, with a period of performance through June 30, 2027, at a cost not to exceed $114,075.01. Chris Poehler, Vice President – Capital Programs, gave an overview of this item, stating that Bi-State Development has determined that the construction of an additional crossover and turnout is necessary to achieve reliable levels of service, during the future rehabilitation of Skinker Tunnel and Big Bend Tunnel. He noted that the additional crossover will be added to the existing single crossover, located west of the Forest Park – DeBaliviere Station. Mr. Poehler stated that BSD has negotiated the proposed scope of work and fee with STV Inc. to provide the necessary services for the proposed signal design services and design services during construction, as it is beneficial to the Agency to have STV perform this redesign and support services, since they were the original design engineers. He added that Metro staff has reviewed the proposal and have determined the cost to be fair and reasonable.

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

**The motion passed unanimously.**

**7. Bus Air Purification System**

**8:38 a.m.** A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into an agreement with Central States Thermo King, for the purchase and installation of the bus air purification system, in the not-to-exceed amount of $1,035,270. Thomas Curran, Executive Vice President-Administration, gave an overview of this item, noting that in 2023, Thermo King, the manufacturer of the climate control systems on Metro transit coaches, produced a multi-tiered purification system that works in conjunction with the existing climate control system, which does not require modification to the electrical system or structure of the vehicle, in order to purify the air. He reported that this system is an add-on device to the existing climate control system and is in line with the return air, thus all purification techniques affect the entire air stream of the vehicle. Mr. Curran reported that the system has been tested, and it was found that within ten minutes of the system running, there was a noticeable difference in the comfort/climate in the interior of the coach, which none of the other tested mitigating technologies were able to achieve. He noted that Dale Schaefer, General Manager – Vehicle & Facilities Maintenance, is available to answer any technical questions.

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

**The motion passed unanimously.**

**8. Replacement of MetroLink Forest Park A & B Signal Houses at the Forest Park MetroLink Station**

**8:41 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 enter into a sole-source contract with Knorr-Bremse for quoted amount of $2,846,379, plus an additional 5% contingency, for a not to exceed amount of $2,988,698, to replace Bi-State Development's (BSD) Forest Park A & B

Signal Houses at the Forest Park MetroLink Station. Thomas Curran, Executive Vice President Administration, gave an overview of this item. He noted that Bi-State Development experienced a catastrophic flood event on July 26, 2022, damaging beyond repair the Signal & Train Control Interlocking House at the DeBaliviere Junction, and due to the emergency need for restoring full MetroLink light rail service, the President & CEO waived the normal procurement procedure for replacing critical components of the MetroLink system, in accordance with Board Policy 50.010, Procurement and Contract Administration, (M)(1.), which included the DeBaliviere Signal House on September 23, 2022. He reported that, following the delivery of the DeBaliviere Signal House, plans for the less urgent replacement of Forest Park A & B Signal Houses commenced and shall be funded through BSD's property insurance policy. He stated that Rail Systems has contracted with KB Signaling (a.k.a. Alstom, the original equipment manufacturer of the DeBaliviere Interlocking House) for delivery of two factory-wired/factory-tested signal houses Forest Park A and B. Mr. Curran stated that, as the original manufacturer of the MetroLink Signal and Train Control System, Alstom understands the BSD system design and operating environment, and to award the replacement of the Forest Park A & B Signal Houses to a contractor other than Alstom, would introduce risk. He noted that Kelly Hamm, Senior Director – Capital Projects, is available to answer any questions.

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

**The motion passed unanimously.**

**9. Contract Change Order – Communications Network East Cell Expansion**

**8:43 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 sole source contract modification with Motorola Solutions, Inc. to provide network cell expansion, in the amount not to exceed $458,434.32. Thomas Curran, Executive Vice President Administration, gave an overview of this item, noting that the Board of Commissioners previously authorized a capital project budget of $33 million dollars for the design, procurement and installation of a modern voice radio and data communications network, capable of meeting regional transit operations and its associated interoperable Public Safety components well into the future. He noted that, of the $33 million budget previously approved, five sole source contracts, for a total of $14,946,668.52 have been awarded to Motorola Solutions, Inc., of which two are still active.

Mr. Curran noted that the east network cell is at capacity (number of supportable subscribers) and requires a capacity increase to the existing infrastructure, in order to mitigate the number of busy tones the subscribers (individual radio/users) are experiencing. He added that the system busy tone indicates a denial of access to the network, disrupting the business operations of Metro and posing life safety concerns to the first responders and other emergency services using Metro's network. It was noted that this particular capacity increase involves adding spectrum and hardware to the operating system. Mr. Curran noted that Rich Reiniger, Senior Director – BSD Technology Infrastructure, is available to answer any technical questions.

Commissioner Simmons and Commissioner Moore posed questions relating to the number of busy signals, the location of the issues, and any limitations.

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

**The motion passed. (Commissioner Simmons abstained from the vote.)**

**10. Contract Award – Public Safety & Security Services**

**8:49 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 funds to be committed annually, for public safety and security services with the highest-ranking firm, Allied Universal Security Services, whose proposal is most advantageous to BSD, with price and other factors considered, in the not-to-exceed amount of $56,024,354.80, for Public Safety and Security Services. Kevin Scott, General Manager – Security, provided an overview of this item, noting that, on November 27, 2024, Bi-State Development issued solicitation 25-RFP-545365-TJL Public Safety & Security Services, to obtain a qualified firm to provide public safety and security services for Metro transit system – stations, transit centers, facilities, vehicles, and any other designated areas of Metro in Missouri and Illinois. (The contract period of performance consists of five (5) base years, with funds to be committed annually.) He reported that five proposals were received and deemed responsive, and the proposals were evaluated, based on their technical merit, and upon completion of the evaluation, a consensus meeting was held. Mr. Scott reported that Allied Universal Security Services was the highest technical ranking firm; therefore, Allied Universal was asked to submit a Best and Final Offer (BAFO) cost proposal, as noted in the briefing paper.

President & CEO, Taulby Roach, stated that this is a large contract, and it included extensive review by the evaluation committee and Procurement Department. He thanked all of the respondents for working for a contract that was sustainable.

Commissioner Simmons noted that Mr. Roach consulted with him regarding this matter, as Chair of the Safety and Security Committee. He stated that security is a priority for system, and stated that staff did an excellent job regarding negotiation of this contract.

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

**The motion passed unanimously.**

**11. Operating Agreement between BSD and the Loop Trolley Transportation Development District**

**8:58 a.m.** A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a recommendation that Bi-State Development execute an extension to the services agreement between Bi-State Development and the Loop Trolley Transportation Development District. President and CEO, Taulby Roach, gave an overview of this item. Mr. Roach noted that the Agency and the Loop Trolley Transportation District (LTTDD) signed a services agreement, in 2022, wherein the LTTDD would pay BSD for all expenses necessary for the operation of the Loop Trolley, in exchange for BSD's services in operating the Loop Trolley on behalf of the LTTDD. He noted that the Agency serves on a management basis. He reported that during the timeframe of the agreement, the Agency has reduced assets associated with the Loop Trolley, and

noted that the Trolley has ran consistently, within its means. Mr. Roach reported that no BSD funds are used to operate the Loop Trolley. He stated that the Agency is now looking for ways to build value for the Loop Trolley, noting that ridership grew by 40% over the past year. It was noted that it is recommended that the Agency execute an extension of the service agreement.

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

**The motion passed unanimously.**

**12. 79th Street Retaining Wall Rehabilitation and Accompanying IGA**

**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, a recommendation that the President and CEO be authorized to negotiate and sign an Intergovernmental Agreement (IGA) between BSD, Illinois American Water (ILAW), and the St. Clair County Highway Department (SCCHD), for the repair of the MetroLink retaining wall system adjacent to 79th Street, in substantial conformity to the attached draft, and allow the waterline and retaining wall construction to proceed. Chris Poehler, Vice President - Capital Projects, gave an overview of this item noting that the retaining wall system at the 79th Street Bridge crossing in East St. Louis has been experiencing distress in recent years. He noted that Bi-State Development began the engineering process of evaluation of these walls to develop a path forward, and the Preliminary Engineering Study determined the best solution to fortify the wall without significantly impacting operations was to build a new wall system in front of the existing walls. He reported that during the preliminary engineering phase, several waterlines owned and operated by ILAW were identified to be near the existing and proposed retaining wall system, and in order to construct the new walls, Metro would need to relocate ILAW water lines under 79th Street, and close the Street for some time in order to do so. Mr. Poehler noted that BSD is now seeking authority to adopt an IGA to gain approval for this work with ILAW and SCCHD. Commissioner Simmons posed questions regarding the proposed work, asking for clarification as to whether this is a permanent solution to the problem. Mr. Poehler noted that this project will include construction of a significant wall. President & CEO Roach noted that this is a permanent fix for the retaining wall system, and will also involve repair of the waterlines.

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

**The motion passed.**

**13. 24:1 Transportation Development District**

**9:02 a.m.** A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a recommendation to allow the 24:1 Transportation Development District (TDD) petition to proceed without objection, and authorize the President and CEO to sign any subsequent Intergovernmental Agreement (IGA) establishing the 24:1 TDD, should the voters approve it. John Langa, Vice President – Economic Development, gave an overview of this item noting that the 24:1 TDD is a project of 24:1, the community collaborative working for and on behalf of the 24 communities making up the Normandy School District area. He noted that Mayors and leaders from what is now the 24:1 TDD group began meeting in May 2023 (including with BSD) to discuss opportunities to increase funding for transportation improvements related to roadways,

with the group creating a road conditions assessment within the project area. He stated that the group asked for BSD input, given the public transit services provided by Metro and the importance of this service area to St. Louis County, Metro customers and Metro's partners. He added that, while the TDD's initial focus will likely be road improvements, the TDD would be authorized to conduct transit projects that could involve BSD. Mr. Langa noted that 17 communities each adopted resolutions in support of the 24:1 TDD, and per the community resolutions and the pleading to the petition, BSD and St. Louis County would also serve on the 24:1 TDD board giving it a membership of 19 entities. MoDOT would also be included, but as an advisory, non-voting member. BSD's voting member would be the highest-ranking BSD Board of Commissioner from Missouri; however, in lieu of voting, but to retain its 24:1 TDD leadership position, BSD could send a staff member in a non-voting, proxy capacity. Mr. Langa noted that BSD received the petition for the 24:1 TDD on January 3, 2025, and the deadline for responsive pleadings in February 9th. The 24:1 ballot issue will likely occur within the 17 communities on the April 2025 election. BSD may respond to the petition within 30 days, or if BSD makes no objection to the pleading, the initial pleading including BSD on the TDD Board will proceed.

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

**The motion passed unanimously.**

**14. Unscheduled Business**

**9:09 a.m.** There was no unscheduled business; however, Commissioner Johnson stated that, with regard to the Loop Trolley, he would like to congratulate the Agency on getting that project back in the black. He stated that any push to get this story in the media would be great, as there had been significant backlash previously regarding this agreement. President & CEO, Taulby Roach, thanked Commissioner Johnson and stated that have been several interviews; however, increased awareness is valuable. Mr. Roach noted additional ideas that are being considered to increase use and function of the Loop Trolley.

**15. Operations Report**

**9:13 a.m.** An operations report for Metro Transit was included in the Committee packet. Trenise Winters, Assistant Executive Director – Metro Transit, provided a summary of the report for the Committee, including the reduction of denials from 45% in 2020 to a current rate of 0%. She noted December service changes, and new paratransit software upgrades, the next phase of which will be in February, and will include an app and reservation portal. Ms. Winters gave a workforce update, noting that there is still a need for mechanics and electricians, with the next hiring event being held on January 25th.

**16. President/CEO Report**

**9:20 a.m.** Bi-State Development President/CEO Taulby Roach provided an overview of operations during the most recent snow event, acknowledging the outstanding work by the Operators and staff. Mr. Roach thanked Mr. Ken Sharkey for his help regarding the 79th Street item, stating that he is proud to be part of an organization which has developed sound relationships with its partners. Mr. Roach noted that the FTA is in town, and stated that he is looking forward to working with Carrie Butler, the new FTA Region 7, Regional Administrator.

**17. Call of Dates for Future Board and Committee Meetings**

**9:23 a.m.** Myra Bennett, Manager of Board Administration, advised the Board of Commissioners of the following upcoming meetings:

| | | |
|---|---|---|
| Board of Commissioners Meeting | Friday, February 28, 2025 | 8:30 AM |
| Safety & Security Committee Meeting | Thursday, March 13, 2025 | 8:30 AM |
| Operations Committee Meeting | Friday, March 21, 2025 | 8:30 AM |
| Audit, Finance & Administration Committee | Friday, March 21, 2025 | Following OPS |

**18. Adjournment to Executive Session**

**9:24 a.m.** Chair Moore asked for a motion that 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; (D) (2) – Real Estate; and (D) (3) – Personnel. The motion was made by Commissioner Johnson, and was seconded by Commissioner Jackson-Jennings.

A roll call vote was taken as follows:

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

**The motion passed unanimously, and the Committee moved into Executive Session at 9:25 a.m.**

**19. Reconvene to the Open Meeting**

**9:41 a.m.** Chair Moore stated that the Committee has reconvened to the Open Meeting.

A motion to approve the minutes from the October 18, 2024, Operations Committee, Executive Session, as a closed record, was made by Commissioner Johnson, and was seconded by Commissioner Beach.

A roll call vote was taken as follows:

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

**The motion passed.**

A motion to accept the St. Ann Transit Enhancement Project and the DeBaliviere Powerhouse Redevelopment Project, as presented in Executive Session, and forward them to the Board of Commissioners for approval, was made by Commissioner Jackson-Jennings, and was seconded by Commissioner Johnson.

A roll call vote was taken as follows:

| | |
|---|---|
| Sam Gladney – Yea | Herbert Simmons – Yea |
| Nate Johnson – Yea | Terry Beach – Yea |

Andrea Jackson-Jennings – Yea Debra Moore – Yea

**The motion passed.**

**20. Adjournment**

**9:44 a.m.** Chair Moore asked if there was any further business, and being none, Commissioner Johnson made a motion to adjourn the meeting. The motion was seconded by Commissioner Jackson-Jennings. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 9:44 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)
# January 24, 2025
# Immediately following Operations Committee Meeting

**Audit, Finance & Administration Committee Members participating via Zoom**

Andrea Jackson-Jennings, Chair
Terry Beach
Herbert Simmons
Nate Johnson
Sam Gladney

**Other Commissioners participating via Zoom**

Debra Moore
Derrick Cox – Absent
Irma Golliday – 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
Thomas Curran, Executive Vice President, Administration
Tammy Fulbright, Executive Vice President, Chief Financial Officer
Crystal Messner, Chief Audit Executive
Dave Toben, Sr. Director – Total Rewards
Carmen Brothers, Retirement Plan Manager
Patti Beck, Senior Director – Media & Public Relations

**Others participating via Zoom**

Rachel Koch, ASL Interpreter
Bex Lackey, ASL Interpreter

**1. Open Session Call to Order**

**9:44 a.m.** Chair, Andrea Jackson-Jennings, called the Open Session of the Audit, Finance & Administration Committee Meeting to order at 9:44 a.m.

**2. Roll Call**

**9:45 a.m.** Roll call was taken, as noted above.

**3. Public Comment**

**9:45 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 October 18, 2024 - Audit, Finance & Administration Committee, Open Meeting**

**9:45 a.m.** The minutes of the October 18, 2024, Audit, Finance & Administration Committee, Open Meeting, were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Moore and was seconded by Commissioner Beach.

**The motion passed unanimously.**

**5. FY2026 Draft Budget**

**9:46 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, the draft FY2026 Budget. President & CEO, Taulby Roach, noted a return to the projected annual growth rate of 1.5% for the organization, after an increase the previous year, due to an increase in the budget to invest in Metro team members.

Tammy Fulbright, Executive Vice President and Chief Financial Officer, presented an overview of this item and gave a PowerPoint presentation, summarizing the FY2026 Budget. She noted that a 1.5% growth rate is hard to obtain, but stated that the organization must be accountable to its partners. She reviewed the Statement of Activities with the Commissioners. Ms. Fulbright noted that there were no salary increases for salaried employees this year; however, a one-time $2,500 contribution to each employees' 401k plan was included.

*Commissioner Simmons and Commissioner Gladney left the meeting at approximately 10:00 a.m.*

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

**The motion passed unanimously.**

**6. Board Policy Revision - Chapter 20 - Chief Legal Counsel & Deputy Secretary of the Agency**

**10:13 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, a request to incorporate a revision to the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Chapter 20, Section 20.030, as shown in the Attachments. In addition, it was requested that the Chair of the Board of Commissioners designate that the proposed revision to Board Policies, Chapter 20, Section 20.030 - Chief Legal Counsel and Deputy Secretary of the Agency, 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 February 28, 2025. Greg Linhares, Chief Legal Counsel, provided an overview of this item, noting that, during the most recent policy review, a provision that allows for the Board of Commissioners to approve the appointment of "Assistant Secretaries" to the Deputy Secretary, was inadvertently omitted from the policy. He

noted that Shirley Bryant-Taylor, Corporate Legal Department Manager, and Myra Bennett, Manager of Board Administration, currently serve as Assistant Secretaries, in the absence of the Deputy Secretary.

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

**The motion passed unanimously.**

**7. Board Policy Revision - Chapter 50 - Purchasing**

**10:14 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, a recommendation to incorporate revisions to the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Chapter 50, as shown in the attached proposal. In addition, it is requested that the Chair of the Board of Commissioners designate that the proposed revision to Board Policies, Chapter 50 – Purchasing, 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 February 28, 2025. Tom Curran, Executive Vice President-Administration, provided an overview of this item, noting that this revision reflects no policy change, but is only clarification of existing language in the policy defining the types of procurement methods, in order to incorporate the vernacular utilized at BSD when referring to these specific procurement types.

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

**The motion passed unanimously.**

**8. Fiscal Year End 2024 OPEB Trust Valuation**

**10:17 a.m**. A briefing paper was included in the meeting materials, presenting to the Audit, Finance and Administration Committee, the fiscal year end 2024 OPEB trust valuation for company sponsored retiree health and welfare benefits. Dave Toben, Senior Director – Total Rewards, provided an overview of this item noting that as of June 30, 2024, the total OPEB liability was $116,901,000 with an investment portfolio net fiduciary position of $74,177,000, leaving an unfunded liability of $42,724,000. He reported that the Trust is 64% funded, which is slightly ahead of schedule. It was noted that this item was for information only, and no action by the Committee is needed, at this time.

**9. 2024 Pension Plan Valuations Update**

**10:19 a.m**. A briefing paper was included in the meeting materials, presenting to the Audit, Finance and Administration Committee, the 2024 pension valuations for company sponsored defined benefit pension plans. Carmen Brothers, Retirement Plan Manager, provided an overview of this item, noting the following information:

As of June 1, 2024, the funded ratio for the Salaried Pension Plan was 91.8%, and the unfunded liability was $9,153,248.

As of April 1, 2024, the funded ratio for the IBEW Pension Plan was 89.9%, and the unfunded liability was $857,976.

As of April 1, 2024, the funded ratio for the Local 788, Amalgamated Transit Union, AFL-CIO Pension Plan was 79.5%, and the unfunded liability was $44,617,827.

It was noted that this item was for information only, and no action by the Committee is needed, at this time.

**10. 401(k) Plan Audit Results Update**

**10:21 a.m**. A briefing paper was included in the meeting materials, presenting to the Audit, Finance and Administration Committee, an update on the audit of the Bi-State Development Agency 401(k) Retirement Savings Program (BSD 401(k) Plan). Carmen Brothers, Retirement Plan Manager, provided an overview of this item, noting that UHY LLP audited the financial statements of the Bi-State Development Agency 401(k) Retirement Savings Program as of December 31, 2023 and 2022 and issued an unmodified audit opinion. It was noted that this item was for information only, and no action by the Committee is needed, at this time.

**11.-13. Internal Audit Department - Follow-Up Summary – 2nd Quarter, FY2025**
**Internal Audit Department - Status Report – 2nd Quarter, FY2025**
**Internal Audit Department - State Safety Oversight Status Report – 4th Quarter, Calendar Year 2024**

**10:22 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 the following:

- With regard to the Follow-Up Summary-2nd Quarter, FY2025, 28% matters have been closed, and there are no overdue follow-ups.
- With regard to the Status Report-2nd Quarter, FY2025, the Healthcare Claims (Cigna and Delta) along with Inventory and Materials Management audit reports are drafted and will be presented during today's Executive Session. IAD has continued collaboration with Chief Legal Counsel on special projects and investigations. Additionally, the following projects are in process, with anticipated completion in the 3rd and 4th quarter of FY 2025: Casualty and Workers' Compensation Contract, RFP Process, Purchasing Cards (Procurement, Travel, Executive, and Staples Cards), and FY 2025 Risk Assessment.
- With regard to the SSO Status Report-4th Quarter, Calendar Year 2024, Ms. Messner reported collaboration with State and Federal authorities and continued improvements.

These items were presented as information only, and no action by the Committee is needed.

**14.-15. Financial Statements**
**Treasurer's Report**

**10:25 a.m.** Financial Statements and a Treasurer's Report were included in the meeting materials for Board review. Tammy Fulbright, Executive Vice President and Chief Financial Officer, gave an overview of these items, included revenues and expenses for all Bi-State Development enterprises. With regard to the Treasurer's Report, she provided a summary of cash and investments, average rate of return, and a fuel hedge summary update.

These items were presented as information only, and no action by the Committee is needed.

**16. Treasury Safekeeping Quarterly Review ended September 30, 2024**

**10:28 a.m.** A briefing paper was included in the meeting materials, providing the Committee with the results of the Treasury - Safekeeping Quarterly Accounts Audit, ending September 30, 2024. Crystal Messner, gave an overview of this item, noting that the Internal Audit Department reviewed the combined Cash position and Safekeeping Accounts, reported in the Quarterly Treasurer's Report for the period ending September 30, 2024, and based on the review procedures performed, believes that the Market Values reported, fairly represent the asset balances and their associated credit ratings. She noted that the collateral position for BSD's lead operating bank was reviewed, and the department believes that the value of collateral posted on the behalf of BSD was more than adequate to secure the account balances in the event of a bank default.

It was noted that this item was for information only, and no action by the Committee is needed.

**17. Procurement Report**

**10:29 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 Second Quarter FY 2025 Non-Competitive Procurements total $2,937,398 or 3.6% of the total Purchase Order Commitment volume of $82,693,111. Non-Competitive Procurements totaled $25,113,431 or 4.1% of the total Procurement Spend of $605,365,389 during the last twelve months.. Mr. Curran reported that, with regard to the Procurement Card Transactions Report, no confirmed procedural violations were noted.

It was noted that this item was for information only, and no action by the Committee is needed.

**18. Unscheduled Business**

**10:31 a.m.** There was no unscheduled business.

**19. Adjournment**

**10:32 a.m.** Network services at Headquarters were lost at 10:32, and due to the inability to reconnect, the meeting was adjourned at approximately 10:45 a.m. (All remaining agenda items will be carried forward to the February 28, 2025, Board of Commissioners meeting.)

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Deputy Secretary to the Board of Commissioners
Bi-State Development

**Bi-State Development Agency**
**Board of Commissioners**
**Open Session Agenda Item**
**February 28, 2025**

| | |
|---|---|
| **From:** | Taulby Roach, President and Chief Executive Officer |
| **Subject:** | **IDOT Intergovernmental Agreement for Southwestern Illinois (SWIL) Freight Railroad Network Analysis and Improvements Program** |
| **Disposition:** | Approval |
| **Presentation:** | Mary Lamie, Executive Vice President of Multimodal Enterprises |

**Objective:**
To present to the Board of Commissioners (Board) for approval, an authorization for the President and CEO to enter into an intergovernmental agreement with the Illinois Department of Transportation (IDOT) for a Statewide Planning & Research Funds (SPR)/State Planning grant, effective May 1, 2025 and expiring on September 30, 2028. The planning study will evaluate the existing conditions of the rail transportation network with contributing freight flows to identify a package of infrastructure improvement projects with planning-level cost estimates. The study area will be centered in Southwestern Illinois (SWIL), specifically in East St. Louis and Sauget.

**Background:**
An objective of the St. Louis Regional Freightway (Freightway) is to maximize the region's freight transportation network by improving intermodal connectivity and increase efficiency and reliability. The St. Louis region's freight network system is an integral part of the U.S. freight transportation system. Understanding performance of the freight transportation system and the challenges that come with maintaining existing freight flows and anticipated growth in demand is important to improving freight mobility and productivity.

Railroad stakeholders including the Terminal Railroad Association of St. Louis (TRRA), Norfolk Southern (NS), and Alton and Southern Railway (A&S, subsidiary of Union Pacific) have engaged with the Freightway to identify a need to address numerous railroad bottlenecks in southwestern Illinois.

Today, freight trains typically range from 7,500 feet to upwards to 14,000 feet. Classification yards such as the TRRA's Madison Yard and A&S's East St. Louis Yard were built to handle trains 2,000 to 4,000 feet with existing track lengths to match. Inbounding and departing today's train lengths takes multiple inefficient moves to complete the yarding process. The amount of time to inbound today's trains creates bottlenecks on mainlines, blocking roadways (up to 4 hours) and other trains traversing the network.

**Analysis:**
The Project will further refine the boundaries of the SWIL regional study area focusing on the rail congestion and safety centered in the cities of East St. Louis and Sauget radiating to the south within northeast St. Clair County and there is potential for some considerations as far north as Granite City in a portion of southwestern Madison County. The area is bounded on the west by the Mississippi River with a high density of rail served waterborne commerce and modal transfers including trucks using the local, state, and interstate highways.

**Previous Action:**

The Operations Committee approved this item at the January 24, 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 (IDOT) for a Statewide Planning & Research Funds (SPR)/State Planning grant, effective May 1, 2025 and expiring on September 30, 2028, to evaluate the existing conditions of the rail transportation network with contributing freight flows, to identify a package of infrastructure improvement projects with planning-level cost estimates. (The grant amount is $600,000.)

(Once approved, Bi-State Development (BSD) will issue a solicitation to obtain proposals from qualified firms, to evaluate the existing conditions of the rail transportation network with contributing freight flows, to identify a package of infrastructure improvement projects with planning-level cost estimates.)

**Funding Source:**

The $600,000 project is 100% funded through Federal and State funds. ($480,000 Federal, $120,000 State of Illinois Matching and 0% Local Match)

**Attachment:**

A. IDOT Federal Uniform Grant Agreement between the State of Illinois, Department of Transportation and Bi-State Development Agency.
B. Budget Template.

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

**IDOT FEDERAL UNIFORM GRANT AGREEMENT**

**BETWEEN**

**THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION**
**AND**
Bi-State Development Agency

The Illinois Department of Transportation (Grantor), with its principal office at 2300 S. Dirksen Parkway, Springfield, IL 62764, and Bi-State Development Agency (Grantee), with its principal office at 211 North Broadway, Suite 700, St. Louis, MO 63102 and payment address (if different than principal office) at n/a, hereby enter into this IDOT Uniform 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 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. UEI Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that X6YSAYJY22Q4 is Grantee's correct UEI, if applicable; Grantee has an active SAM registration; and 436004283 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 **Governmental Unit**.

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.

1.2. Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be $600,000.00 , of which $480,000.00 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 59QY(581) , the federal awarding agency is Federal Highway Administration , and the Federal Award date is Jul 1, 2024 . If applicable, the Federal Assistance Listing Program Title is Highway Planning & Construction and the Assistance Listing Number is 20.205 . The State Program Title is Statewide Planning & Research Funds (SPR) / State Planning Fund . Award is identified as R&D, as defined by 2 CFR 200.1 "Research and Development (R&D)". N/A .

1.4. Term. This Agreement shall be effective on 5/01/2025 and shall expire on 9/30/2028 (the "Term"), unless terminated pursuant to this Agreement. The Subaward Budget shall be effective for the same term, unless another term is specifically authorized by the Grantor in Exhibit C.

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.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives (evidence of authority shall be supplied no later than the issuance of grant).

**THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

The Parties or their duly authorized representatives hereby execute **this Agreement.**

**Illinois Department of Transportation**

**By:** _____
Signature of Omer Osman, P.E., Secretary of IDOT
**Date:** _____
Printed Name: _____
Printed Title: _____
Designee

**By:** _____
Signature of First Other Approver, if Applicable
**Date:** _____
Printed Name: Michael S. Prater
Printed Title: Chief Counsel

**By:** _____
Signature of Second Other Approver, if Applicable
**Date:** _____
Printed Name: Holly Bieneman
Printed Title: Director of OPP

**By:** _____
Signature of Third Other Approver, if Applicable
**Date:** _____
Printed Name: Vicki Wilson
Printed Title: Chief Financial Officer

**Bi-State Development Agency**

**By:** _____
Signature of Authorized Representative
**Date:** _____
Printed Name: Taulby Roach
Printed Title: President and CEO
Email: troach@bistatedev.org

**By:** _____
Signature of Authorized Representative, if applicable
**Date:** _____
Printed Name: _____
Printed Title: _____
Email: _____

## 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 Grant Application issued by the program area, the Exhibits and attachments (if required) 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. The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement.

2.5. Compliance with Pre-Qualification Requirements. Grantee certifies that it (i) is registered with the federal SAM, if applicable; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid UEI, if applicable; and (iv) has submitted the IDOT annual Fiscal and Administrative risk assessment.

## 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.

"Allowable Costs" means a cost allowable to a project (i.e., that can be paid for using award funds). Costs will be considered to be allowable if they: are reasonable and necessary for the performance of the award; are allocable to the specific project; are treated consistently in like circumstances to federally-financed, State-financed, and other activities of the awardee; conform to any limitations of the cost principles or the sponsored agreement; are accorded consistent treatment (a cost may not be assigned to a State or federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the award as an indirect cost); are determined to be in accordance with generally accepted accounting principles; are not included as a cost or used to meet federal cost-sharing or matching requirements of any other program in either the current or prior period; are not used to meet the match requirements of another State or federal grant; and are adequately documented.

"Award" or "Grant" means financial assistance that provides support or stimulation to accomplish a public purpose. "Awards" include grants and other agreements in the form of money, or property in lieu of money, by the State agency to an eligible recipient. "Award" does not include: technical assistance that provides services instead of money; other assistance in the form of loans, loan guarantees, interest subsidies or insurance; direct payments of any kind to individuals; or contracts that must be entered into and administered under State or federal procurement laws and regulations.

"Budget" means the financial plan for the award that the State awarding agency approves during the award process or in subsequent amendments to the award. It may include the awardee's matching funds or other in-kind contributions.

"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" means a situation that arises when a person in a position of authority over an organization, such as an officer, director or manager, may benefit financially from a decision made in that capacity, including indirect benefits such as to family members or businesses with which the person is closely associated.

"Cooperative Research and Development Agreement" means each Federal agency may permit the director of any of its Government-operated Federal laboratories, and, to the extent provided in an agency-approved joint work statement or, if permitted by the agency, in an agency-approved annual strategic plan, the director of any of its Government-owned, contractor-operated laboratories to enter into cooperative research and development agreements on behalf of such agency with; units of State or local government; industrial organizations (including corporations, partnerships, and limited partnerships, and industrial development organizations); public and private foundations; nonprofit organizations (including universities); or other persons (including licensees of inventions owned by the Federal agency).

"Direct Costs" means costs that can be identified specifically with a particular final cost objective, such as a State, federal or federal pass-through award or a particular sponsored project, an instructional activity, or any other institutional activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

"Financial Assistance" for grants and Cooperative Agreements, "Financial Assistance" means assistance that non-

federal entities receive or administer in the form of grants; Cooperative Agreements; non-cash contributions or donations of property, including donated surplus property; direct appropriations; food commodities; and other financial assistance, except assistance non-federal entities receive or administer in the form of loans, loan guarantees, interest subsidies, and insurance.

"Grant Agreement" means a legal instrument of financial assistance between a State awarding agency or a federal awarding agency and an awardee that: is used to enter into a relationship, the principal purpose of which is to transfer anything of value from the State awarding agency or a federal awarding agency to the awardee to carry out a public purpose authorized by law and not to acquire property or services for the State or federal awarding agency's direct benefit or use; and is distinguished from a Cooperative Agreement in that it does not provide for substantial involvement between the State awarding agency or the federal awarding agency and the awardee in carrying out the activity contemplated by the award. "Grant Agreement" does not include an agreement that provides only direct cash assistance to an individual, a subsidy, a loan, a loan guarantee or insurance.

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

"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" means the documentation prepared by an awardee to substantiate its request for the establishment of an indirect cost rate for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

"Period of Performance" means the total estimated time interval between the start of an Initial State or federal pass-through award and the planned end date, which may include one or more funded portions or budget periods.

"Prior Approval" or "Prior Written Approval" means an authorization by one party, provided in writing to another party, to proceed in a specified manner.

"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.

"Research and Development (R&D)" means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of

individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. “Research” is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. “Development” is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

"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.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law; amounts received for services rendered to an individual; Cooperative Research and Development Agreements; an agreement that provides only direct cash assistance to an individual; a subsidy; a loan; a loan guarantee; or insurance.

"Unallowable Cost" means a cost specified by law or regulation, federal cost principles, or the terms and conditions of an award that may not be reimbursed under a Grant or Cooperative Agreement.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee or to subrecipients by SAM.gov.

## 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 thirty (30) calendar days' 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 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; 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.

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, including complete and detailed supporting documentation necessary to substantiate their encumbrances, expenditures, and other transactions, 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;).

## 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 or Milestones), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. 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. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and 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.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Specific Conditions Exhibit F**. 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 state as well as the local 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. 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 forty-five (45) 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 if the grantee is going to charge indirect costs to the grant.

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 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 the de minimis rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the 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. 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.

7.5. 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), 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 F** 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 Controls**. 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 the frequency determined by the Grantor.

(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.

7.6. 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).

7.7. 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 the 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 Workplace**. 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 500/50-65).

(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 the 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 a 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**. For Federally funded awards, 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. 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.

## 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.*);

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

(g) Disadvantaged Business Enterprise (DBE) Assurance: In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or sub Agreement supported with Federal assistance derived from the U.S. DOT or in the Administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third-party contracts and sub Agreements supported with Federal assistance derived from the U.S. DOT. The Grantee's DBE program, as required by 49 CF Part 26, as amended, will be incorporated by reference, and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantor to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

## 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. Subawards. Grantee must include the language of the 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.

11.5. 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 six (6) 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, 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, 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 financial reports at the frequency required by Grantor, intervals should be no less frequently than annually nor more frequently than quarterly except in unusual circumstances, describing the expenditure(s) of the funds related thereto. More frequent reporting may be required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. 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 F**. Failure to submit the required financial reports may cause a delay or suspension of funding. 2 CFR 208(b)(3) and 200.328.

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.

(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. 30 ILCS 705.

## 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, at the frequency required by the Grantor. Intervals should be no less frequently than annually nor more frequently than quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit F**. 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 F**. Pursuant to 2 CFR 200.329 and 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.

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 E**. 2 CFR 200.301; 200.210.

## ARTICLE XV
## AUDIT REQUIREMENTS

15.1. Audit. In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend at least the threshold amount as set out in 2 CFR 200.501(a) 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 Grantor is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the Grantor. It is the responsibility of Grantees expending the Federal funds to comply with the requirements and determine whether Grantee is required to have a single audit performed.
In order to comply with the requirements, Grantee must provide the following information to Grantor on an annual basis for every year in which Grantee expended funds for costs associated with this project.

1. If Grantee expended at least the threshold amount as set out in 2 CFR 200.501(a) 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 and submit a copy of the report to Grantor within the earlier of 30 days after completion of the single audit or no more than nine months after the end of Grantee's fiscal year end.

2. If Grantee expended less than the threshold amount as set out in 2 CFR 200.501(a) in Federal awards from all sources, including other agencies, in any fiscal year for which Grantee expended funds for project costs, and were not required to conduct a single audit, Grantee must complete and return the certification statement.

3. If Grantee received multiple awards from Grantor, only one annual submittal of this information is required. Grantee shall submit a copy of its Single Audit or the Single Audit Not Required Certification to:

   Illinois Department of Transportation
   Financial Review & Investigation Section, Rm 126
   2300 South Dirksen Parkway

Springfield, IL 62764
DOT.Audit Review@illinois.gov

The single audit must be comprised of four parts. Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which shall be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

Grantee may also submit the information via email to: DOT.AuditReview@illinois.gov or via fax at 217/782-5634. For any questions, Grantee is advised to use the following contact information: Audit Coordination Section at 217/782-6041.

15.2. 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.

15.3. 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.

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

16.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) 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).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

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 Award;

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 30 calendar days' written notice thereof, or (2) if such cure would require longer than 30 calendar days and the Grantee has failed to commence such cure within 30 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 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.

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.

16.5. Effects of Suspension and Termination.

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

(b) Except as set forth in subpart (c), 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, 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 prematurely. 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
## SUB-CONTRACTS/ SUB-AWARDS

17.1. Sub-Contracting/Sub-recipients/Delegation. Grantee may not subcontract nor issue a sub-award for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. 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. If Grantee enters into a sub-award Agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the sub-award Agreement. The terms of this Agreement shall apply to all sub-awards 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.

## 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), UEI, SAM registration status, Related Parties, or address. If the change 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 in writing of any event including, but not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform pursuant to this Agreement. Grantee shall provide notice to Grantor as soon as possible, but no later than five calendar (5) days after Grantee becomes aware that the event may have a material impact.

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

## ARTICLE XIX
## STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its governance structure. Grantee shall give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE 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 constitutes a material breach of this Agreement.

## ARTICLE XX
## CONFLICT OF INTEREST

20.1. Required Disclosures. Grantee shall immediately disclose in writing any potential or actual Conflict of Interest to the Grantor.

20.2. Prohibited Payments. Payments made by Grantor under this Agreement shall not be used by Grantee 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. 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 under *Section 1 of Article VII of the Illinois Constitution [Ill. Const. (1970) Art. VII, § 1]* and includes school districts.

20.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 20.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant such an exemption subject to additional terms and conditions as Grantor may require.

## ARTICLE XXI
## EQUIPMENT OR PROPERTY

21.1 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.

21.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds shall 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 and the Illinois State Property Control Act, 30 ILCS 605. Any real property acquired or improved using Grant Funds shall 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 Illinois state Property Control Act. 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 use, and disposition conditions apply to the property.

21.3. Equipment and Procurement. Grantee shall comply with the uniform standards set forth in 2 CFR 200.310 -200.316 governing the management and disposition of property the cost of which 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.

21.4. 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.

21.5. 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 XXII
## PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

22.1. Promotional and Written Materials. 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.

22.2. 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 XXIII
## INSURANCE

23.1. 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**.

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

## ARTICLE XXIV
## LAWSUITS AND INDEMNIFICATION

24.1. 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.

24.2. Indemnification and Liability. 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 XXV
## MISCELLANEOUS

25.1. 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.

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

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

25.4. 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.

25.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

25.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement shall not be construed 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.

25.7. 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 shall 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.

25.8. 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, but not limited to, federal regulations, Federal and state Presidential and Executive Orders, State administrative rules, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any and all license requirements or professional certification provisions.

25.9. 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).

25.10 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 Grantor, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

25.11. 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.

25.12. 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.

25.13. 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, electronic signatures, digital signatures, signatures transmitted

via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

25.14. 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 Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

25.15. 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) audit requirements established in ARTICLE XV; (d) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (e) records related requirements.

25.16. Code of Conduct.

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agent engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

(a) the employee, officer, board member, or agent;
(b) any member of his or her immediate family;
(c) his or her partner; or
(d) an organization which employs, or is about to employ, any of the above.

The conflict-of-interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee form using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest. The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or Grantee or impair the objectivity in performing the contract work.

25.17. Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such

dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

25.18. Employment of Grantor Personnel. The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

**EXHIBIT A**

**PROJECT DESCRIPTION**

Scope of Project:

The scope of this Project is a planning study and program development to establish a programmatic partnership like the CREATE (Chicago Regional Environmental and Transportation Efficiency) program.

Using CREATE as an innovative funding and partnership case study, the Project will develop a similar program to address the challenges in the SWIL regional study area centered in East St. Louis and Sauget.

The Project will engage the regional stakeholders and include public outreach.

The Project will evaluate the existing conditions of the transportation network infrastructure with the contributing freight flows (current and future) to identify a package of infrastructure improvement projects with planning-level cost estimates.

The Project will include a regional rail network analysis to provide the comparison of the future conditions with and without the proposed improvements to illustrate the return on investment for the infrastructure owners to facilitate programmatic implementation through a CREATE-like partnership under a Memorandum of Understanding.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Deliverables:

The deliverables will include a draft and final report. The report will document the methodology, data collection, analysis, and results of assessing the railroad bottlenecks and associated roadway impacts. Recommended improvements for this SWIL regional network will include proposed projects with planning-level cost estimates. The report will outline the framework developed for the programmatic approach with public-private partnership to secure funding and implement improvements systematically across the regional network. The recommendations will include prioritization to advance near-term projects/initiatives and outline the milestones associated with funding for and implementing of larger projects. The report will include the appendices summarizing the coordinated stakeholder engagement and public outreach. These project deliverables may be mapped to IDOT's Long Range Transportation Plan (LRTP) Goals.

Deliverables should be submitted to:
Illinois Department of Transportation
Bureau of Planning
Attention: Adam Gabany
2300 S. Dirksen Parkway
Springfield, IL 62764

**EXHIBIT C**

**PAYMENT**

Grantee shall receive $600,000.00 under this Agreement.

Enter specific terms of payment here:

Grantee shall receive $600,000.00 under this agreement.

Federal Funds: $480,000.00

State Match Funds: $120,000.00

Grantee Local Match Funds: $0.00

This Agreement and period of performance are for the term of 5/01/2025 - 9/30/2028. The Grantee shall receive $480,000.00 in Federal Funds and $120,000.00 in State Funds, if applicable, under this Agreement.

Total invoices to be submitted under this Agreement and during the Agreement term shall not exceed the total Agreement amount as specified above without a fully executed Amendment to this Agreement.

I. Invoices. Part One
Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor's Finance Unit in order to receive reimbursement. Any invoices issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Finance Unit at:
Illinois Department of Transportation
Office of Planning and Programming
Attention: Finance Unit
2300 S. Dirksen Parkway, Room 318
Springfield, IL 62764
email: dot.opp.finance@illinois.gov

II. All invoices shall be signed by an authorized representative of the Grantee.
a. The submittal must include:
i. Cover letter to the C-13
1. The cover letter shall state the Obligation Number, Agreement Project Name, and Source of Funding being requested for 3C agreements this would be federal planning ((FHWA PL) and state funds if used for match) and time period covered by invoice. These should be repeated on the C-13 (section 10)
ii. Requests for reimbursement must be requested on Illinois Comptroller form C-13
1. The C-13 shall include the following:
a. Obligation Number;
b. Date range of work completed (i.e. 1/1/2024 - 1/31/2024);
c. Short description of work completed;
d. Indication of total amount of federal and matching funds expended; and

e. A separate C-13 must be completed for state funds if they are used for match. Include Obligation Number, Agreement Project Name and Source of Funding and time period covered by invoice.

iii. Back up documentation which may include payroll, vendor invoices, supply invoices, travel invoices, rent, utilities invoice and any other items expensed to grant must be submitted with each invoice.

iv. Signature certification by the Grantee's Finance Officer of accurate expenses

v. Expenditure and Progress Report shall include:

1. Percentage of work completed, and amount requested per line item for invoice period; and
2. Identification of expenditures by work task.

III. Progress Reports are required under 23 CFR 420.117. State and Federal regulations require:

a. Reports shall be submitted to the Grantor contact 30 days after the end of the reporting period.

b. Final reports shall be submitted to the Grantor contact 60 days after the end of the reporting period.

IV. Year-End Report. At the end of the State Fiscal Year (SFY) a Year-End report should include a summary of work completed and a list of deliverables that were completed.

V. IDOT Project Manager Review and Approval.

a. Upon submittal of an invoice, the IDOT Project Manager shall review and check:

i. Mathematical accuracy.

ii. That requested reimbursement is consistent with items included in the approved scope.

iii. That total amount invoiced is proportional to total amount budgeted.

iv. Expenditures for each line item is less than or equal to the budgeted amount.

v. Completion of the work being invoiced.

b. Failure to provide a complete invoice may delay or prevent reimbursement. If there are problems with the invoice, the IDOT Project Manager will contact the Grantee to resolve the issue in order to allow for invoice processing. This may require the submission of a new or corrected invoice by the Grantee.

c. The IDOT Project Manager will review and approve or reject the invoice within seven days of the Grantee's submittal. If invoice is rejected or contains errors, the invoice will not be sent to the Illinois Comptroller until it is revised, corrected AND approved by the IDOT Project Manager.

VI. Grantor Finance Unit Approval.

a. Upon receiving a complete and acceptable invoice, the Project Manager will usually approve payment within 15 days. Once approved by the IDOT Project Manager, the Finance Unit shall submit invoices to the Bureau of Business Services, Accounting Unit which documents the transaction and forwards to the Illinois Comptroller for payment.

VII. Payment.

a. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Local Public Agency (LPA).

VIII. Indirect Cost Rate Eligibility.

a. Indirect cost rate shall be referred to as “indirect cost rate”, “rate(s)”, or “ICR” throughout the language in this grant agreement.

b. The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

i. The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA); If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a provisional De Minimis rate until the rate is finalized.

ii. The Grantee is eligible to receive a provisional rate at the commencement of the grant agreement if the rate for the corresponding fiscal year is not finalized before the execution of said grant agreement in which the provisional rate is being requested.

iii. The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been

provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

c. The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the grant year. It is the Grantee's responsibility to ensure rate is finalized and recognized by the Grantor prior to end of the grant year.

i. If the Grantee provisional rate is finalized at a higher rate, the grantee can request an amendment to the agreement. The Grantee is permitted one such request per grant agreement. If there is funding available, it will be at the discretion of the Department to allow the higher rate. Consideration and authorization will not be unduly withheld.

ii. Rates finalized at a lower rate than the provisional rate shall result in the Grantor issuing an amendment to this agreement to lower the provisional rate to the finalized rate. If the Grantee makes the Grantor aware of the lower rate, and the Grantor fails process an amendment to the agreement to lower the rate prior to the grant's expiation, the Grantor shall not seek reimbursement from the Grantee. However, if the Grantee fails to notify the Grantor of the reduced rate, the Grantor may seek reimbursement from Grantee as outlined in section iv below.

iii. Any overpayments of indirect cost shall be resolved by one of the following:

1. Grantee shall issue refund payment to IDOT for the total amount of the overage; or
2. Grantee shall recognize overage on future invoices and off-set the amount due to the Grantee by the overage amount; or
3. Grantee and Grantor shall mutually agree to a repayment process that is not unduly restrictive. The repayment agreement shall be documented and retained in file. Overpayments shall be calculated and determined by Grantor with notification to Grantee.

iv. If provisional indirect cost rates are not finalized three (3) months prior to the end of this agreement term, the GRANTOR may seek repayment of all indirect costs that were issued under the provisional rate. The overage will be off set through the remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the GRANTOR will issue a reimbursement statement to the GRANTEE.

d. The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act.

e. The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in subsection VIII of this agreement.

**EXHIBIT D**

**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

| | |
|---|---|
| Name | Adam Gabany |
| Title | Intermodal Planning Unit Chief |
| Address | 2300 S. Dirksen Parkway, Spfd, IL 62764 |
| Phone | (217) 785-5879 |
| TTY | N/A |
| Fax | N/A |
| E-mail | adam.gabany@illinois.gov |

**GRANTEE CONTACT**

| | |
|---|---|
| Name | Mary Lamie |
| Title | Executive Vice President, Multi-Modal Ent. |
| Address | 211 North Broadway, Suite 700, St. Louis, MO |
| Phone | (314) 982-1400 |
| TTY | N/A |
| Fax | N/A |
| E-mail | mclamie@thefreightway.com |

**EXHIBIT E**

**PERFORMANCE MEASURES AND STANDARDS**

For the sake of this Agreement, performance measures will be based on the Performance Standards contained in Exhibit E as well as Grantee's submittals and will be used to assess the Grantee's adherence to the requirements enumerated in this Agreement. Performance Standards have been established by the Department to ensure the Grantee has adequate systems in place to meet the requirements contained in this Agreement.

The Grantee shall:

1. Submit accurate and timely invoices at a minimum, quarterly.

2. Promptly respond to inquiries by Grantor.

3. Promptly notify Project Manager identified in Exhibit E of project delays and cause of said delays.

4. Completion of the BoBS 2832 form as required in PART TWO – THE GRANTOR-SPECIFIC TERMS, Reporting.

5. Provide a copy of the final products within 60 calendar days of the conclusion of this Agreement.

6. Have adequate financial systems in place to meet the requirements of this Agreement, this includes:
   a. Written policies and procedures to guide program delivery.
   b. Internal controls
   c. Has the financial match, if required
   d. Has or will have all required audits completed and submitted in a timely manner.

7. Have adequate staff or have the capacity to procure contractors and/or consultants to complete the deliverables enumerated in this Agreement.

8. Has resolved or is working to resolve and close audit and/or programmatic findings, delays in delivery of prior year agreements, issues of non-compliance and any Project Manager identified issues.

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**EXHIBIT F**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit F by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

FY25 IDOT Fiscal and Administrative Risk Assessment:
None Identified.

Programmatic Risk Assessment:

I. Implementation of Statutory, Regulatory or Other Requirements

Conditions:
i. Requires technical assistance in the form of required training.

Corrective Action:
Grantee must demonstrate ability to comply with requirements. Condition may be removed after Agency re-examination in 6 months.

**PART TWO - THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

**Audit**

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantors authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

**Procurement Procedures**

**Procurement of Goods or Services - Federal Funds** - For purchases of products or services with any Federal funds that cost more than $10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at $250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for $250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if (2) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at $10,000 (or $2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition regulation at 48 C.F.R. Subpart 2.1.

**Reporting**. Grantee agrees to submit to periodic financial and performance reporting on the approved IDOT BoBS 2832 form.

Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 05/01/25 effective date of the agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year end Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

The Grantee must submit the following other required reports: Please specify in addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

N/A

☒ **Renewal.** This Agreement may not be renewed.

FEDERALLY FUNDED AGREEMENTS

A. Standard Assurances.
The Grantee assures that it will comply with all applicable federal statues, regulations, executive orders, U.S. DOT regulations, U.S. DOT regulations and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by Fixing America's Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other federal laws.

B. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally- Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the

Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT. Upon request by U.S. DOT, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.

3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT may request.

C. Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102, 49 CFR Part 18.32, and all other applicable Federal requirements.

D. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.

E. Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b) above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause.

The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

F. Drug Free Workplace. The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

G. Disadvantaged Business Enterprise A:5surance. In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third-party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FHWA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantee to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

H. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHWA or any entity within U.S. DOT. The Grantee assures that project implementation and operations so assisted will comply with all applicable

requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

I. Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of Federal laws, executive orders, regulations, and requirements, as amended and revised. The Grantee certifies that it will include in its contracts financed in whole or in part with U.S. DOT or FHWA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with U.S. DOT or FHWA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

J. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. Grantee assures it will comply with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and other federal requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that is will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

K. Davis-Bacon Act. To the extent applicable, the Grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted subagreements.

L. Certifications and Assurances Required by the U.S. Office of Management and Budget (0MB) (SF 424B and SF 424D).

As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.

2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

4. Will initiate and complete the work within the applicable project time periods;

5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

a. Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
b. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
c. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U .S.C. 794, which prohibits discrimination on the basis of handicap;
d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
e. The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21
U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91 616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g. The Public Health Service Act of 1912, as amended, 42 U .S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
h. Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
i. Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101 (b) of SAFETEA-LU, and 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in transportation-related programs; and
j. Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
b. Notification of violating facilities pursuant to Executive Order 11738;
c. Protection of wetlands pursuant to Executive Order 11990;
d. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
f. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
h. Protection of endangered species under the Endangered Species Act of 1973, as amended;
i. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
j. Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:
a. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
b. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
c. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
d. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U .S.C. 4 70;
e. Executive Order 11593, which relates to identification and protection of historic properties;
f. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;

g. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
h. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
i. The Single Audit Act Amendments of 1996 and 0MB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
j. Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

M. Energy Conservation. To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

N. Eligibility For Employment In The United States. The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (1-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

O. Buy America. As set forth in 49 U.S.C 5323U) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

P. Changed Conditions Affecting Performance. The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

Q. Third Party Disputes Or Breaches. The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FHWA or U.S. DOT and the Grantor of any current or prospective major dispute pertaining to a third-party contract. If the Grantee seeks to name the Grantor as a party to the litigation, the Grantee agrees to inform both FHWA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third-party recovery. Unless permitted otherwise by the Grantor, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FHWA's or the Grantor's immunity to suit.

R. Fly America. Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers. Preference for Recycled Products. To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

S. Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C.§ 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

## PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project.

None Identified.

# State of Illinois
# UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation

Organization Name: Bi-State Development Agency of the Missouri-Illinois Metropolitan Dis  Notice of Funding Opportunity (NOFO) Number: 25-1439-01

Unique Entity Identifier (UEI) Number: X6YSAYJY22Q4

Catalog of State Financial Assistance (CSFA) Number: 494-00-1439 / 494-00-1437  CSFA Short Description: Statewide Planning & Research / State Planning Funds

## Section A: State of Illinois Funds

Fiscal Year: FY2025

| **REVENUES** | | | **Total Revenue** |
|---|---|---|---|
| State of Illinois Grant Requested | | $ | 600,000.00 |
| **Budget Expenditure Categories** | **OMB Uniform Guidance Federal Awards Reference 2 CFR 200** | | **Total Expenditures** |
| 1. Personnel (Salary and Wages) | 200.430 | $ | |
| 2. Fringe Benefits | 200.431 | $ | |
| 3. Travel | 200.474 | $ | |
| 4. Equipment | 200.439 | $ | |
| 5. Supplies | 200.94 | $ | |
| 6. Contractual Services and Subawards | 200.318 & 200.92 | $ | |
| 7. Consultant (Professional Service) | 200.459 | $ | 600,000.00 |
| 8. Construction | | $ | |
| 9. Occupancy (Rent and Utilities) | 200.465 | $ | |
| 10. Research and Development (R&D) | 200.87 | $ | |
| 11. Telecommunications | | $ | |
| 12. Training and Education | 200.472 | $ | |
| 13. Direct Administrative Costs | 200.413 (c) | $ | |
| 14. Miscellaneous Costs | | $ | |
| 15. A. Grant Exclusive Line Item(s) | | $ | |
| 15. B. Grant Exclusive Line Item(s) | | | |
| 16. Total Direct Costs (add lines 1-15) | 200.413 | $ | 600,000.00 |
| 17. Total Indirect Costs | 200.414 | $ | |
| Rate %: 0 | | | |
| Base: | | | |
| 18. Total Costs State Grant Funds (Lines 16 and 17) **MUST EQUAL REVENUE TOTALS ABOVE** | | $ | 600,000.00 |

Instructions found at end of document.

# State of Illinois
# UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Bi-State Development Agency of the Missouri-Illinois Metropolitan Dis

NOFO Number: 25-1439-01

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

**Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:**

**a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;**
**b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or**
**c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).**

☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- ☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____

# State of Illinois
# UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Bi-State Development Agency of the Missouri-Illinois Metropolitan Dis

NOFO Number: 25-1439-01

## Section B: Non-State of Illinois Funds

Fiscal Year: FY2025

| REVENUES | | | Total Revenue |
|---|---|---|---|
| Grantee Match Requirement %: | (Agency to Populate) | | |
| b) Cash | | $ | |
| c) Non-Cash | | $ | |
| d) other Funding and Contributions | | $ | |
| Total Non-State Funds (lined b through d) | | $ | |

| Budget Expenditure Categories | OMB Uniform Guidance Federal Awards Reference 2 CFR 200 | | Total Expenditures |
|---|---|---|---|
| 1. Personnel (Salaries and Wages) | 200.430 | $ | |
| 2. Fringe Benefits | 200.431 | $ | |
| 3. Travel | 200.474 | $ | |
| 4. Equipment | 200.439 | $ | |
| 5. Supplies | 200.94 | $ | |
| 6. Contractual Services and Subawards | 200.318 & 200.92 | $ | |
| 7. Consultant (Professional Services) | 200.459 | $ | |
| 8. Construction | | $ | |
| 9. Occupancy (Rent and Utilities) | 200.465 | $ | |
| 10. Research and Development (R&D( | 200.87 | $ | |
| 11. Telecommunications | | $ | |
| 12. Training and Education | 200.472 | $ | |
| 13. Direct Administrative Costs | 200.413 (c) | $ | |
| 14. Miscellaneous Costs | | $ | |
| 15. A. Grant Exclusive Line Item(s) | | $ | |
| 15. B. Grant Exclusive Line Item(s) | | $ | |
| 16. Total Direct Costs (add lines 1-15) | 200.413 | $ | |
| 17. Total indirect Costs | 200.414 | $ | |
| Rate %: | | | |
| Base: | | | |
| 18. Total Costs State Grant Funds (Lines 16 and 17) **MUST EQUAL REVENUE TOTALS ABOVE** | | $ | |

# State of Illinois
# UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Bi-State Development Agency of the Missouri-Illinois Metropolitan Dis
NOFO Number: 25-1439-01
UEI Number : X6YSAYJY22Q4
Fiscal Year: FY2025
Catalog of State Financial Assistance (CSFA) Number: 494-00-1439 / 494-00-1437
CSFA Short Description: Statewide Planning & Research / State Planning Funds

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

| | |
|---|---|
| Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Inc. | Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Inc. |
| Institution/Organization Name: | Institution/Organization Name: |
| Executive VP and Chief Financial Officer | Executive Director Multimodal Enterprises |
| Title (Chief Financial Officer or equivalent): | Title (Executive Director or equivalent): |
| Tammy L. Fulbright | Mary C. Lamie |
| Printed Name (Chief Financial Officer or equivalent): | Printed Name (Executive Director or equivalent): |
| Tammy L. Fulbright Digitally signed by Tammy L. Fulbright DN: OU=Executive VP and CFO, O=Bi-State Development Agency, CN=Tammy L. Fulbright, E=tlfulbright@bistatedev.org Reason: I am approving this document Location: Date: 2024.09.25 12:16:32-05'00' Foxit PDF Editor Version: 12.1.7 | Mary C. Lamie Digitally signed by Mary C. Lamie DN: OU=Executive VP Multimodal Enterprises, O=Bi-State Development Agency, CN=Mary C. Lamie, E=MCLamie@TheFreightway.com Reason: I am approving this document Location: Date: 2024.09.26 09:43:20-05'00' Foxit PDF Editor Version: 12.1.7 |
| Signature (Chief Financial Officer or equivalent): | Signature (Executive Director or equivalent): |
| September 25, 2024 | September 26, 2024 |
| Date of Execution (Chief Financial Officer): | Date of Execution (Executive Director): |

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.

# State of Illinois
# UNIFORM GRANT BUDGET TEMPLATE

**FFATA Data Collection Form (if needed by agency)**

Under FFATA, all sub-recipients who receive $30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

| | | | |
|---|---|---|---|
| 4-digit extension if applicable: | | | |
| Sub-recipient UEI: X6YSAYJ722Q4 | | Sub-recipient Parent Company UEI: X6YSAYJ722Q4 | |
| Sub-recipient Name: BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT | | | |
| Sub-recipient DBA Name: ST. LOUIS REGIONAL FREIGHTWAY | | | |
| Sub-recipient Street Address: ONE METROPOLITAN SQUARE, 211 N. BROADWAY, SUITE 700 | | | |
| City: ST. LOUIS | State: MO | Zip-Code: 63102 | Congressional District: 01 |
| Sub-recipient Principal Place of Performance: ONE METROPOLITAN SQUARE, 211 N. BROADWAY, SUITE 700 | | | |
| City: ST. LOUIS | State: MO | Zip-Code: 63102 | Congressional District: 01 |

| Contract Number (if known): | Award Amount: | Project Period: From: | Project Period: To: |
|---|---|---|---|
| N/A | $600,000.00 | 01/01/2025 | 01/01/2027 |

State of Illinois Awarding Agency and Project Detail Description:

Project is a planning study and program development to evaluate the existing conditions of the transportation network infrastructure improvement projects in Southwest Illinois areas of East St. Louis and Sauget. The deliverable will include a draft and final report outlining recommendations, stakeholder engagement and public outreach.

**Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.**

**Q1.** In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If Yes, must answer Q2 below. No ☒ If No, you are not required to provide data.

**Q2.** Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☒ No ☐ If No, you must provide the data. Please fill out the rest of this form.

**Please provide names and total compensation of the top five officials:**

| Name: | Amount: |
|---|---|
| Name: | Amount: |
| Name: | Amount: |
| Name: | Amount: |
| Name: | Amount: |

**1). Personnel (Salaries and Wages)** (*2 CFR 200.430*)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project . Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

| Name | Position | Salary or Wage | Basis (Yr./Mo./Hr.) | % of Time | Length of Time | Personnel Cost | Add/Delete Row |
|---|---|---|---|---|---|---|---|
| NOT APPLICABLE | NOT APPLICABLE | | | % | | | Add Delete |
| | | | | | State Total | | |
| NOT APPLICABLE | NOT APPLICABLE | | | % | | | Add Delete |
| | | | | | NON-State Total | | |
| | | | | | Total Personnel | | |

Personnel Narrative (State):

NOT APPLICABLE

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**2). Fringe Benefits** *(2 CFR 200.431)*

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

| Name | Position(s) | Base | Rate (%) | Fringe Benefit Cost | Add/Delete Rows |
|---|---|---|---|---|---|
| NOT APPLICABLE | NOT APPLICABLE | | % | | Add Delete |
| | | | State Total | | |
| NOT APPLICABLE | NOT APPLICABLE | | % | | Add Delete |
| | | | Non-State Total | | |
| | | | Total Fringe Benefits | | |

Fringe Benefits Narrative (State):

NOT APPLICABLE

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**3). Travel** *(2 CFR 200.474)*

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

| Purpose of Travel/Items | Location | Cost Rate | Basis | Quantity | Number of Trips | Travel Cost | Add/Delete Row |
|---|---|---|---|---|---|---|---|
| NOT APPLICABLE | NOT APPLICABLE | | N/A | | | | Add / Delete |
| | | | | | State Total | | |
| NOT APPLICABLE | NOT APPLICABLE | | N/A | | | | Add / Delete |
| | | | | | NON-State Total | | |
| | | | | | Total Travel | | |

Travel Narrative (State):

NOT APPLICABLE

Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)

NOT APPLICABLE

**4). Equipment** *(2 CFR 200.439)*

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

| Item | Quantity | Cost Per Item | Equipment Cost | Add/Delete Rows |
|---|---|---|---|---|
| NOT APPLICABLE | | | | Add Delete |
| | | State Total | | |
| NOT APPLICABLE | | | | Add Delete |
| | | Non-State Total | | |
| | | Total Equipment | | |

Equipment Narrative (State):

NOT APPLICABLE

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**5). Supplies** *(2 CFR 200.94)*

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

| Item | Quantity/Duration | Cost Per Item | Supplies Cost | Add/Delete Rows |
|---|---|---|---|---|
| NOT APPLICABLE | | | | Add Delete |
| | | State Total | | |
| NOT APPLICABLE | | | | Add Delete |
| | | Non-State Total | | |
| | | Total Supplies | | |

Supplies Narrative (State):

NOT APPLICABLE

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**6). Contractual Services** *(2 CFR 200.318)* & **Subawards** *(200.92)*

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of $150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

**Please also note the differences between subaward, contract, and contractor (vendor):**

1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

| Item | Contractual Services Cost | Add/Delete Rows |
|---|---|---|
| NOT APPLICABLE | | Add / Delete |
| State Total | | |
| NOT APPLICABLE | | Add / Delete |
| Non-State Total | | |
| Total Contractual Services | | |

Contractual Services Narrative (State):

NOT APPLICABLE

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**7). Consultant Services and Expenses** *(2 CFR 200.459)*

**Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

| Consultant Services (Fees) | Services Provided | Fee | Basis | Quantity | Consultant Services (Fee) Cost | Add/Delete Row |
|---|---|---|---|---|---|---|
| TBD | RAILROAD NETWORK ANALYSIS | $600,000.00 | | 1 | $600,000.00 | Add Delete |
| | | | | State Total | $600,000.00 | |
| NOT APPLICABLE | | | | | | Add Delete |
| | | | | NON-State Total | | |
| | | | | Total Consultant Services (Fees) | $600,000.00 | |

Consultant Services Narrative (State):
EVALUATE EXISTING RAIL NETWORK CONDITIONS TO IDENTIFY INFRASTRUCTURE IMPROVEMENT PROJECTS WITH PLANNING LEVEL COST ESTIMATES.

Consultant Services Narrative (Non-State):
NOT APPLICABLE

| Consultant Expenses - Items | Location | Cost Rate | Basis | Quantity | Number of Trips | Consultant Expenses Cost | Add/Delete Row |
|---|---|---|---|---|---|---|---|
| NOT APPLICABLE | | | | | | | Add Delete |
| | | | | | State Total | | |
| NOT APPLICABLE | | | | | | | Add Delete |
| | | | | | NON-State Total | | |
| | | | | | Total Consultant Expenses | | |

Consultant Expenses Narrative (State):
NOT APPLICABLE

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")
NOT APPLICABLE

**8). Construction**

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

| Purpose | Description of Work | Construction Cost | Add/Delete Rows |
|---|---|---|---|
| NOT APPLICABLE | NOT APPLICABLE | | Add Delete |
| State Total | | | |
| NOT APPLICABLE | NOT APPLICABLE | | Add Delete |
| Non-State Total | | | |
| Total Construction | | | |

Construction Narrative (State):

NOT APPLICABLE

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**9). Occupancy - Rent and Utilities** *(2 CFR 200.465)*

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE**: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

| Description | Quantity | Basis | Cost | Length of Time | Occupancy Cost | Add/Delete Row |
|---|---|---|---|---|---|---|
| NOT APPLICABLE | | N/A | | | | Add Delete |
| | | | | State Total | | |
| NOT APPLICABLE | | N/A | | | | Add Delete |
| | | | | NON-State Total | | |
| | | | | Total Occupancy - Rent and Utilities | | |

Occupancy - Rent and Utilities Narrative (State):

NOT APPLICABLE

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**10). Research & Development (R&D)** *(2 CFR 200.87)*

***Definition:*** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

| Purpose | Description of Work | Research and Development Cost | Add/Delete Rows |
|---|---|---|---|
| NOT APPLICABLE | NOT APPLICABLE | | Add Delete |
| | State Total | | |
| NOT APPLICABLE | NOT APPLICABLE | | Add Delete |
| | Non-State Total | | |
| | Total Research and Development | | |

Research and Development Narrative (State):

NOT APPLICABLE

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**11). Telecommunications**

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

| Description | Quantity | Basis | Cost | Length of Time | Telecommunications Cost | Add/Delete Row |
|---|---|---|---|---|---|---|
| NOT APPLICABLE | | | | | | Add Delete |
| | | | | State Total | | |
| NOT APPLICABLE | | | | | | Add Delete |
| | | | | NON-State Total | | |
| | | | | Total Telecommunications | | |

Telecommunications Narrative (State):

NOT APPLICABLE

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**12). Training and Education** *(2 CFR 200.472)*

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

| Description | Quantity | Basis | Cost | Length of Time | Training and Education Cost | Add/Delete Row |
|---|---|---|---|---|---|---|
| NOT APPLICABLE | | | | | | Add Delete |
| | | | | State Total | | |
| NOT APPLICABLE | | | | | | Add Delete |
| | | | | NON-State Total | | |
| | | | | Total Training and Education | | |

Training and Education Narrative (State):

NOT APPLICABLE

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**13). Direct Administrative Costs** *(2 CFR 200.413 (c))*

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

| Name | Position | Salary or Wage | Basis (Yr./Mo./Hr.) | % of Time | Length of Time | Direct Administrative Cost | Add/Delete Row |
|---|---|---|---|---|---|---|---|
| NOT APPLICABLE | | | | % | | | Add Delete |
| | | | | | State Total | | |
| NOT APPLICABLE | | | | % | | | Add Delete |
| | | | | | NON-State Total | | |
| | | | | | Total Direct Administrative Costs | | |

Direct Administrative Costs Narrative (State):

NOT APPLICABLE

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**14). Other or Miscellaneous Costs**

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

| Description | Quantity | Basis | Cost | Length of Time | Other or Miscellaneous Cost | Add/Delete Row |
|---|---|---|---|---|---|---|
| NOT APPLICABLE | | | | | | Add Delete |
| | | | | State Total | | |
| NOT APPLICABLE | | | | | | Add Delete |
| | | | | NON-State Total | | |
| | | | | Total Other or Miscellaneous Costs | | |

Other or Miscellaneous Costs Narrative (State):

NOT APPLICABLE

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

**15). GRANT EXCLUSIVE LINE ITEM**

Grant Exclusive Line Item Description: NOT APPLICABLE

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

| Description | Quantity | Basis | Cost | Length of Time | Grant Exclusive Line Item Cost | Add/Delete Row |
|---|---|---|---|---|---|---|
| NOT APPLICABLE | | | | | | Add / Delete |
| | | | | State Total | | |
| NOT APPLICABLE | | | | | | Add / Delete |
| | | | | NON-State Total | | |
| | | | | Total Grant Exclusive Line Item | | |

Grant Exclusive Line Item Narrative (State):

NOT APPLICABLE

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

NOT APPLICABLE

Add New Grant Exclusive Line Item | Delete Grant Exclusive Line Item

**16). Indirect Cost** *(2 CFR 200.414)*

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

| Description | Base | Rate | Indirect Cost | Add/Delete Rows |
|---|---|---|---|---|
| NOT APPLICABLE | | | $0.00 | Add Delete |
| | | State Total | $0.00 | |
| NOT APPLICABLE | | | $0.00 | Add Delete |
| | | Non-State Total | $0.00 | |
| | | Total Indirect Costs | $0.00 | |

Indirect Costs Narrative (State):

NOT APPLICABLE

Indirect Costs Narrative (Non-State):

NOT APPLICABLE

**Budget Narrative Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

| Budget Category | State | Non-State | Total |
|---|---|---|---|
| 1. Personnel | | | |
| 2. Fringe Benefits | | | |
| 3. Travel | | | |
| 4. Equipment | | | |
| 5. Supplies | | | |
| 6. Contractual Services | | | |
| 7. Consultant (Professional Services) | $600,000.00 | | $600,000.00 |
| 8. Construction | | | |
| 9. Occupancy (Rent and Utilities) | | | |
| 10. Research and Development (R & D) | | | |
| 11. Telecommunications | | | |
| 12. Training and Education | | | |
| 13. Direct Administrative Costs | | | |
| 14. Other or Miscellaneous Costs | | | |
| 15. GRANT EXCLUSIVE LINE ITEM(S) | | | |
| 16. Indirect Costs | $0.00 | 0.00 | $0.00 |
| State Request | $600,000.00 | | |
| Non-State Amount | | | |
| **TOTAL PROJECT COSTS** | | | $600,000.00 |

# State of Illinois
# UNIFORM GRANT BUDGET TEMPLATE

**For State Use Only**

Grantee: Bi-State Development Agency of the Missouri-Illinois Metropolitan Dis

Notice of Funding Opportunity (NOFO) Number: 25-1439-01

UEI Number : X6YSAYJY22Q4

Catalog of State Financial Assistance (CSFA) Number: 494-00-1439 / 494-00-1437

CSFA Short Description: Statewide Planning & Research / State Planning Funds

Fiscal Year(s): 2025-2027

Initial Budget Request Amount: $600,000.00

Prior Written Approval for Expense Line Item:

Statutory Limits or Restrictions:

Checklist:

**Final Budget Amount Approved:** $600,000.00

| | | |
|---|---|---|
| Adam Gabany | Adam Gabany Digitally signed by Adam Gabany Date: 2024.09.24 08:48:21 -05'00' | September 24, 2024 |
| Program Approval Name | Program Approval Signature | Date |
| Lindy Austin | Lindy Austin Digitally signed by Lindy Austin Date: 2024.09.26 10:08:05 -05'00' | October 8, 2024 |
| Fiscal & Administrative Approval Name | Fiscal & Administrative Approval Signature | Date |

**Budget Revision Approved:**

| | | |
|---|---|---|
| | | |
| Program Approval Name | Program Approval Signature | Date |
| | | |
| Fiscal & Administrative Approval Signature | Fiscal & Administrative Approval Signature | Date |

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

**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 THE SOUTHWESTERN ILLINOIS (SWIL) FREIGHT RAILROAD NETWORK ANALYSIS AND IMPROVEMENTS PROGRAM**

**PREAMBLES:**

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

***Whereas,*** the Agency is authorized by 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,*** an objective of the St. Louis Regional Freightway is to maximize the region's freight transportation network by improving intermodal connectivity and increase efficiency and reliability, and the St. Louis region's freight network system is an integral part of the U.S. freight transportation system; and

***Whereas,*** railroad stakeholders including the Terminal Railroad Association of St. Louis (TRRA), Norfolk Southern (NS), and Alton and Southern Railway (A&S, subsidiary of Union Pacific) have engaged with the Freightway to identify a need to address numerous railroad bottlenecks in southwestern Illinois; and

***Whereas,*** the amount of time to inbound today's trains creates bottlenecks on mainlines, blocking roadways (up to 4 hours) and other trains traversing the network; and

***Whereas,*** the proposed project will further refine the boundaries of the SWIL regional study area, focusing on the rail congestion and safety centered in the cities of East St. Louis and Sauget radiating to the south within northeast St. Clair County, and there is potential for some considerations as far north as Granite City in a portion of southwestern Madison County; 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 (IDOT) for a Statewide Planning & Research Funds (SPR)/State Planning grant, effective

May 1, 2025 and expiring on September 30, 2028, to evaluate the existing conditions of the rail transportation network with contributing freight flows, to identify a package of infrastructure improvement projects with planning-level cost estimates, 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 (IDOT) for a Statewide Planning & Research Funds (SPR)/State Planning grant, effective May 1, 2025 and expiring on September 30, 2028, to evaluate the existing conditions of the rail transportation network with contributing freight flows, to identify a package of infrastructure improvement projects with planning-level cost estimates, 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 28th day of February, 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**
**February 28, 2025**

| | |
|---|---|
| **From:** | Taulby Roach, President and Chief Executive Officer |
| **Subject:** | **Parkway Interlocking / Richmond Heights Turnout Design**<br>**Professional Engineering Services for Signal System Design and Services During Construction** |
| **Disposition:** | Approval |
| **Presentation:** | Christopher Poehler - Vice President, Capital Programs |

**Objective :**
To present to the Board of Commissioners for approval, a request to enter into a sole source contract with STV, Inc., dba STV Engineers, Inc. The scope of work will include services related to signal system software and hardware changes and to provide design and construction phase services for Parkway Interlocking/Richmond Heights turnout Design.

**Background:**
Bi-State Development / Metro has determined that the construction of an additional crossover and turnout is necessary to achieve reliable levels of service, during the future rehabilitation of Skinker Tunnel and Big Bend Tunnel. The additional crossover will be added to the existing single crossover, located west of the Forest Park – DeBaliviere Station. The new Richmond Heights Turnout will be located adjacent to the existing Richmond Heights Station. The turnout will consist of roughly 300 feet of unelectrified storage track and allow for the storage of work trains and equipment, during the rehabilitation of the respective tunnels.

Under a separate contract (20-RFP-106367-DR), STV, Inc. previously performed the design of these proposed improvements and finalized the plans and specifications. As part of this original contract with STV Inc., they developed software and hardware upgrades that would be needed to facilitate the operation of the proposed crossover and turnout. The project was put on hold based on the inability of MetroLink Operations to provide the necessary track time for this project, in conjunction with other projects underway, at other locations of the rail system. MetroLink Operations has recently approved the project to move into the construction phase. Note, the initial contract with STV Inc. did not include design services during construction.

In the meantime, major flooding occurred in July 2022, which damaged the existing DeBaliviere Signal House beyond repair. This damaged signal house utilized software and hardware components that were generally out of date and in some cases no longer manufactured. The damaged signal house was replaced in 2023, which features newer versions of signal software and hardware. As a result, additional professional engineering services are needed to revise the previously developed signal design, as well as provide design services during construction.

**Analysis:**
BSD has negotiated the proposed scope of work and fee with STV Inc. to provide the necessary services for the proposed signal design services and design services during construction. Services will include the preparation of technical specifications along with necessary software and hardware changes to the new signal system, to accommodate the performance of the future crossover and turnout. The proposed scope of work also includes design services during construction to support Metro staff, while the project is being built. The negotiated cost for this work is **$114,075.01**,

which includes a 10% contingency. It is beneficial to Metro to have STV perform this redesign and support services, since they were the original design engineers. Metro staff have reviewed the proposal and have determined the cost to be fair and reasonable.

**Previous Action:**
The Operations Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
The Operations Committee recommends that the Board of Commissioners authorize the President and CEO to enter into a sole source contact with STV Inc., dba STV Engineers, Inc., to provide redesign and construction phase services, with a period of performance through June 30, 2027, at a cost not to exceed $114,075.01. (This contract completion date will allow STV Inc. to redesign the signal software and hardware systems and provide necessary support services during the construction of this project.)

**Funding Source:**
This project is supported by FTA grant MO-2019-029 with matching local Prop M funds. The federal funds are section 5307 formula funds.

*Board Policy 50, Purchasing – Section 50.010 Procurement Award Authority E.1.b. The Board of Commissioners shall approve the following Procurements: Non-Competitive Procurements which exceed $100,000.*

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT APPROVING A SOLE SOURCE AGREEMENT WITH STV INC., DBA STV ENGINEERS, INC., FOR SERVICES RELATED TO SIGNAL SYSTEM SOFTWARE AND HARDWARE CHANGES AND TO PROVIDE DESIGN AND CONSTRUCTION PHASE SERVICES FOR PARKWAY INTERLOCKING/RICHMOND HEIGHTS TURNOUT DESIGN**

**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), requires Board approval of all Non-competitive ("sole source or single bid") Negotiation Procurements exceeding $100,000; and

***Whereas,*** the Agency has determined that the construction of an additional crossover and turnout is necessary to achieve reliable levels of service, during the future rehabilitation of Skinker Tunnel and Big Bend Tunnel; and

***Whereas,*** the additional crossover will be added to the existing single crossover, located west of the Forest Park – DeBaliviere Station, and the new Richmond Heights turnout will be located adjacent to the existing Richmond Heights Station; and

***Whereas,*** under a separate contract (20-RFP-106367-DR), STV, Inc. previously performed the design of these proposed improvements and finalized the plans and specifications, including software and hardware upgrades that would be needed to facilitate the operation of the proposed crossover and turnout; and

***Whereas,*** major flooding occurred in July 2022, which damaged the existing DeBaliviere Signal House beyond repair, and the damaged signal house utilized software and hardware components that were generally out of date, and in some cases, no longer manufactured; and

***Whereas,*** as a result, additional professional engineering services are needed to revise the previously developed signal design, as well as provide design services during construction; 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 sole source contact with STV Inc., dba STV Engineers, Inc., for services related to signal system software and hardware changes and to provide design and construction phase services for Parkway Interlocking/Richmond Heights turnout design, with a period of performance through June 30, 2027, at a cost not to exceed $114,075.01, 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 Sole Source Agreement. The Board of Commissioners hereby authorizes the President & CEO to enter into a sole source contact with STV Inc., dba STV Engineers, Inc., for services related to signal system software and hardware changes and to provide design and construction phase services for Parkway Interlocking/Richmond Heights turnout design, with a period of performance through June 30, 2027, at a cost not to exceed $114,075.01, 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 is 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 STV Inc., dba STV Engineers, Inc.

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

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 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 28th day of February, 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**
**February 28, 2025**

| | |
|---|---|
| **From:** | Taulby Roach, President and Chief Executive Officer |
| **Subject:** | **Bus Air Purification System** |
| **Disposition:** | Approval |
| **Presentation:** | Tom Curran, Executive Vice President – Administration |
| | Dale Schaefer, General Manager – Vehicle and Facility Maintenance |

**Objective:**
To present to the Board of Commissioners for approval, a request to authorize the President and CEO to award a sole source contract to Central States Thermo King, for the purchase and installation of a bus air purification system.

**Background:**
In 2020, Metro's Quality Assurance/Product Development group began an investigation into different mitigation techniques to reduce the spread of the COVID-19 virus. In the beginning of the investigation, little was known about the characteristics of the virus, and many groups came forward offering solutions, boasting the ability to mitigate the spread of the virus.

A thorough investigation of available mitigation techniques/systems was conducted. Through the evaluation, several different technologies were brought in and tested in transit coaches.

**Analysis:**
In 2019, one product was discovered to be highly effective in reducing surface contamination. That solution was adopted almost immediately, however, it required monthly applications. This product boasted the ability to attract airborne pathogens from the environment and render them inactive upon contact. Through testing, it was found to be effective against surface contamination; however, the product relied on the virus or pathogens to come in contact with treated surfaces. In addition, maintenance staff had to double their efforts to keep the treated surfaces spotless to ensure peak performance.

Other technologies were brought in to actively purify the air within the transit coach; however, all products tested were found to be woefully inadequate. High levels of concentrations were found near the device, and the further from the device, the less effective the technologies were in purifying the air within the vehicle. In addition, each tested system did not encompass the entire air stream of the transit coach, rendering it less than effective for the entire vehicle. Each system tested also created the need to modify the coach, either in the body structure or the electrical system.

In 2023, Thermo King, the manufacturer of our climate control systems on our transit coaches, produced a multi-tiered purification system that works in conjunction with the existing climate control system, which does not require modification to the electrical system or structure of the vehicle. This system is an add-on device to the existing climate control system and is in line with the return air, thus all purification techniques affect the entire air stream of the vehicle. The Thermo King system combines several different virus mitigation techniques including, GPCO (Graphene-

Enhanced Photocatalytic Oxidation) technology by UVA LED lights at a 390NM wavelength, which does not pose risks to passengers or operators, as seen with other UV light technologies researched. This system also includes a MERV 7 pre-filter designed for single-pass efficiency, so they benefit significantly from the higher number of passes, associated with the higher air changes found in transit bus climate control systems.

This system was brought in and tested, and it was found that within ten minutes of the system running, there was a noticeable difference in the comfort/climate in the interior of the coach, which none of the other tested mitigating technologies were able to achieve.

**Funding Source:**
This project is to be funded by Federal and local matching funds.

**Previous Action:**
The Operations Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
The Operations Committee recommends that the Board of Commissioners authorize the President & CEO to enter into an agreement with Central States Thermo King for the purchase and installation of the bus air purification system, in the not-to-exceed amount of **$1,035,270.**

***Board Policy:***
***Board Policy Chapter 50.010 E., Purchasing, requires the Board of Commissioners to approve non-competitive procurements which exceed $100,000.***

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT APPROVING A SOLE SOURCE AGREEMENT WITH CENTRAL STATES THERMO KING FOR THE PURCHASE AND INSTALLATION OF THE BUS AIR PURIFICATION SYSTEM**

**PREAMBLES:**

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

***Whereas,*** the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to 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), requires Board approval of all Non-competitive ("sole source or single bid") Negotiation Procurements exceeding $100,000; and

***Whereas,*** in 2020, the Agency began an investigation into different mitigation techniques to reduce the spread of the COVID-19 virus, and one product was discovered to be highly effective in reducing surface contamination; and that solution was adopted almost immediately; however, it required monthly applications; and

***Whereas,*** other technologies were brought in to actively purify the air within the transit coach; however, all products tested were found to be woefully inadequate; and

***Whereas,*** in 2023, Thermo King, the manufacturer of the climate control systems on the transit coaches, produced a multi-tiered purification system that works in conjunction with the existing climate control system, which does not require modification to the electrical system or structure of the vehicle; and

***Whereas,*** this system was brought in and tested, and it was found that within ten minutes of the system running, there was a noticeable difference in the comfort/climate in the interior of the coach, which none of the other tested mitigating technologies were able to achieve; and

***Whereas,*** as a result, additional professional engineering services are needed to revise the previously developed signal design, as well as provide design services during construction; 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 agreement with Central States Thermo King for the purchase and installation of the bus air purification system, in the not-to-exceed amount of $1,035,270, 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 Sole Source Agreement. The Board of Commissioners hereby authorizes the President & CEO to enter into an agreement with Central States Thermo King for the purchase and installation of the bus air purification system, in the not-to-exceed amount of $1,035,270, 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 is 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 Central States Thermo King.

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

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 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 28th day of February, 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**
**February 28, 2025**

| | |
|---|---|
| **From:** | Taulby Roach, President and Chief Executive Officer |
| **Subject:** | **Sole Source Contracts – Replacement of MetroLink Forest Park A & B Signal Houses at the Forest Park MetroLink Station** |
| **Disposition:** | Approval |
| **Presentation:** | Thomas Curran, Executive Vice President – Administration<br>Charles A. Stewart, EVP & Chief Operating Officer – Metro Transit |

**Objective:**
To present to the Board of Commissioners for approval, a request to authorize the President and CEO to execute a sole source contract with Knorr-Bremse (KBS) a.k.a "KB Signaling", parent company to ALSTOM Signaling, to replace Bi-State Development's (BSD) Forest Park A & B Signal Houses at the Forest Park MetroLink Station.

**Background:**
Bi-State Development experienced a catastrophic flood event on July 26, 2022, damaging beyond repair the Signal & Train Control Interlocking House at the DeBaliviere Junction.

Due to the emergency need for restoring full MetroLink light rail service, the President & CEO waived the normal procurement procedure for replacing critical components of the MetroLink system in accordance with *Board Policy 50.010, Procurement and Contract Administration, (M)(1.),* which included the DeBaliviere Signal House on September 23, 2022.

Following the delivery of the DeBaliviere Signal House, plans for the less urgent replacement of Forest Park A & B Signal Houses commenced and shall be funded through BSD's property insurance policy. KB Signaling provided a quote (#444014) for services and equipment including one 10'x24' and one 10'x10' enclosure with ElectroLogIXS on December 3, 2024 for $2,846,379.

**Analysis:**
Rail Systems has contracted with KB Signaling (a.k.a. Alstom, the original equipment manufacturer of the DeBaliviere Interlocking House) for delivery of two factory-wired/factory-tested signal houses Forest Park A and B. As the original manufacturer of the MetroLink Signal and Train Control System, Alstom understands the BSD system design and operating environment. To award the replacement of the Forest Park A & B Signal Houses to a contractor other than Alstom, would introduce risk.

**Previous Action:**
The Operations Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
The Operations Committee recommends that the Board of Commissioners authorize the President & CEO enter into a sole-source contract with Knorr-Bremse for quoted amount of $2,846,379, plus an additional 5% contingency, for a not to exceed amount of **$2,988,698**.

**Funding:**
Funding for the projects will be provided through BSD's property insurance policy.

***Board Policy 50, Purchasing – Section 50.010 Procurement and Contract Administration E.1.b. The Board of Commissioners shall approve the following Procurements: Non-Competitive Procurements which exceed $100,000***

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT APPROVING A SOLE SOURCE AGREEMENT WITH KNORR-BREMSE (KBS), A.K.A, KB SIGNALING, TO REPLACE THE FOREST PARK A & B SIGNAL HOUSES AT THE FOREST PARK METROLINK STATION**

**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), requires Board approval of all Non-competitive ("sole source or single bid") Negotiation Procurements exceeding $100,000; and

***Whereas,*** the Agency experienced a catastrophic flood event on July 26, 2022, damaging beyond repair the Signal & Train Control Interlocking House at the DeBaliviere Junction; and

***Whereas,*** due to the emergency need for restoring full MetroLink light rail service, the President & CEO waived the normal procurement procedure for replacing critical components of the MetroLink system in accordance with Board Policy 50.010, Procurement and Contract Administration, (M)(1.), which included the DeBaliviere Signal House on September 23, 2022; and

***Whereas,*** following the delivery of the DeBaliviere Signal House, plans for the less urgent replacement of Forest Park A & B Signal Houses commenced, which shall be funded through BSD's property insurance policy, and KB Signaling provided a quote for services and equipment; and

***Whereas,*** as the original manufacturer of the MetroLink Signal and Train Control System, KB Signaling (Alstom) understands the BSD system design and operating environment, and to award the replacement of the Forest Park A & B Signal Houses to another contractor would introduce risk; 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 sole-source contract with Knorr-Bremse (KBS), aka KB Signaling, to replace the Forest Park A & B Signal Houses at the Forest Park MetroLink Station, for a not to exceed amount of $2,988,698, 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 Sole Source Agreement. The Board of Commissioners hereby authorizes the President & CEO to enter into a sole-source contract with Knorr-Bremse (KBS), aka KB Signaling, to replace the Forest Park A & B Signal Houses at the Forest Park MetroLink Station, for a not to exceed amount of $2,988,698, 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 is 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 Knorr-Bremse (KBS), aka KB Signaling.

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

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 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 28th day of February, 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**
**February 28, 2025**

**From:** Taulby Roach, President and Chief Executive Officer
**Subject:** **Contract Change Order – Communications Network East Cell Expansion**
**Disposition:** Approval
**Presentation:** Thomas P. Curran, Executive Vice President – Administration

**Objective:**
To present to the Board of Commissioners for approval, a contract modification with Motorola Solutions, Inc. for capacity upgrade and functional expansion of our existing communications system east cell.

**Background:**
The Board of Commissioners previously authorized a capital project budget of $33 million dollars for the design, procurement and installation of a modern voice radio and data communications network, capable of meeting regional transit operations and its associated interoperable Public Safety components well into the future.

Of the $33 million budget previously approved, five sole source contracts (Purchase Orders 35643, 3983, 40124, 44260 and 62713) for a total of $14,946,668.52 have been awarded to Motorola Solutions, Inc., of which two are still active (Purchase Orders 44260 and 62713). PO 44260 is and will remain open for the foreseeable future due to ongoing system upgrades and modifications. PO 62713 will remain open for the duration of our existing long-term proprietary hardware/software licensing contract (September 30, 2027).

**Analysis:**
The east network cell is at capacity (number of supportable subscribers) and requires a capacity increase to the existing infrastructure, in order to mitigate the number of busy tones the subscribers (individual radio/users) are experiencing. The system busy tone indicates a denial of access to the network, disrupting the business operations of Metro and posing life safety concerns to the first responders and other emergency services using Metro's network. This particular capacity increase involves adding spectrum and hardware to the operating system. A network cell is a series of interconnected hardware and spectrum assets used to provide wireless coverage and adequate capacity in a specific area of our two-state seven-county service region.

System assets not only include fixed hardware, such as tower sites and RF components, but also RF spectral (radio channel) assets controlled by the Federal Communications Commission (FCC), which are allocated by region. The number of spectral assets determines the number of network hardware and/or software talk paths multiple subscribers can access at any given time.

Suitable spectrum is limited, extremely difficult, and costly to obtain. The referenced upgrade will make use of an additional FCC-controlled channel currently licensed by BSDA for use on a decommissioned system.

**Previous Action:**
The Operations Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
The Operations Committee recommends that the Board of Commissioners authorize the President and CEO to enter into a sole source contract modification with Motorola Solutions, Inc., to provide aforementioned network cell expansion, in the amount not to exceed $458,434.32

**Funding Source:**
Funding will be provided through Federal Grants and local funding already allocated for the purposes of Radio/CAD/AVL equipment and services under Capital Project 1361 by modifying PO 44260 as described in the attached Motorola Change Order (CO4).

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT MODIFYING A CONTRACT WITH MOTOROLA SOLUTIONS, INC. FOR CAPACITY UPGRADE AND FUNCTIONAL EXPANSION OF EXISTING COMMUNICATIONS SYSTEM EAST CELL**

**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,*** the Board of Commissioners previously authorized a capital project budget of $33 million dollars for the design, procurement and installation of a modern voice radio and data communications network, capable of meeting regional transit operations and its associated interoperable Public Safety components well into the future; and

***Whereas,*** of the $33 million budget previously approved, five sole source contracts (Purchase Orders 35643, 3983, 40124, 44260 and 62713), for a total of $14,946,668.52, have been awarded to Motorola Solutions, Inc., of which two are still active (Purchase Orders 44260 and 62713), and PO 44260 is, and will, remain open for the foreseeable future due to ongoing system upgrades and modifications. PO 62713 will remain open for the duration of our existing long-term proprietary hardware/software licensing contract (September 30, 2027); and

***Whereas,*** the east network cell is at capacity (number of supportable subscribers) and requires a capacity increase to the existing infrastructure, in order to mitigate the number of busy tones the subscribers (individual radio/users) are experiencing; and

***Whereas,*** the system busy tone indicates a denial of access to the network, disrupting the business operations of Metro and posing life safety concerns to the first responders and other emergency services using Metro's network

***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 approve a contract modification with with Motorola Solutions, Inc., to provide capacity upgrade and functional expansion of existing communications system east cell, in the amount not to exceed $458,434.32, 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 approve a contract modification with Motorola Solutions, Inc., to provide capacity upgrade and functional expansion of existing communications system east cell, in the amount not to exceed $458,434.32, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Motorola Solutions, 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 28th day of February, 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**
**February 28, 2025**

**From:** Taulby Roach, President and Chief Executive Officer
**Subject:** **Contract Award – 25-RFP-545365-TJL Public Safety & Security Services**
**Disposition:** Approval
**Presentation:** Kevin Scott, General Manager - Security

**Objective:**
To present to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into a contract with Allied Universal Security Services, to provide Public Safety and Security Services.

**Background:**
On November 27, 2024, Bi-State Development issued solicitation *25-RFP-545365-TJL Public Safety & Security Services* to obtain a qualified firm to provide public safety and security services for Metro transit system – stations, transit centers, facilities, vehicles, and any other designated areas of Metro in Missouri and Illinois. The solicitation was advertised on BSD/Metro's iSupplier website. The contract period of performance consists of five (5) base years, with funds to be committed annually.

**Analysis:**
On December 20, 2024, five (5) proposals were received, of which all were deemed responsive and evaluated on their technical merit from the following firms:

- Allied Universal Security Services
- GardaWorld Security Services
- Inter-Con Security Systems
- The City's Finest
- Vets Securing America

The five (5) proposals were forwarded to an evaluation committee, consisting of individuals within the Security Department. The proposals were scored in accordance with the evaluation requirements, specified in the solicitation package. After completion of the initial technical evaluation, a consensus meeting was held to discuss and review the scoring.

As a result of the consensus meeting, Allied Universal Security Services was the highest technical ranking firm; therefore, Allied Universal was asked to submit a Best and Final Offer (BAFO) cost proposal. The table below shows the overall results representing the consensus technical and cost scores combined.

| Firm: | Cost | Cost Score | Consensus Technical Score | Total Overall Scores | Rank |
|---|---|---|---|---|---|
| Allied Universal Security Services | $ 56,024,354.80 | 99.41 | 315.83 | 415.24 | 1 |
| GardaWorld Security Services | $ 56,497,150.00 | 98.58 | 268.33 | 366.91 | 2 |
| Inter-Con Security Systems, Inc. | $ 55,694,704.00 | 100.00 | 246.67 | 346.67 | 3 |
| The City's Finest | $ 71,602,492.00 | 77.78 | 209.17 | 286.95 | 5 |
| Vets Securiing America | $ 68,589,868.48 | 81.20 | 245.00 | 326.20 | 4 |
| **Total Possible Points = 500** | | **100** | **400** | **500** | |
| **Percentage of Total Points** | | **20%** | **80%** | **100%** | |

**Previous Action:**
The Operations Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
The Operations Committee recommends that the Board of Commissioners authorize the President and CEO to enter into a five-year contract, with funds to be committed annually, for public safety and security services, with the highest-ranking firm, Allied Universal Security Services, whose proposal is most advantageous to BSD, with price and other factors considered, in the not-to-exceed amount of **$56,024,354.80.**

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

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

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AWARDING A CONTRACT TO ALLIED UNIVERSAL SECURITY SERVICES TO PROVIDE PUBLIC SAFETY AND SECURITY 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)(2)(D), requires Board approval of Single Bids converted into Competitive Negotiated Procurements exceeding $500,000; and

***Whereas,*** on April 15, 2024, the Agency issued solicitation 25-RFP-545365-TJL Public Safety & Security Services to obtain a qualified firm to provide public safety and security services for Metro transit system – stations, transit centers, facilities, vehicles, and any other designated areas of Metro in Missouri and Illinois; and

***Whereas,*** in response to the solicitation, a total of five (5) proposals were received, all of which were deemed responsive, and they were forwarded to an evaluation committee, consisting of individuals within the Security Department; and

***Whereas,*** the proposals were scored in accordance with the evaluation requirements, specified in the solicitation package, and as a result of a consensus meeting, Allied Universal Security Services was the highest technical ranking firm, and was therefore, asked to submit a Best and Final Offer (BAFO) cost proposal; and

***Whereas,*** it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to enter into a five-year contract, with funds to be committed annually for public safety and security services, with the highest-ranking firm, Allied Universal Security Services, in the not-to-exceed amount of $56,024,354.80, 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 CEO to enter into a five-year contract, with funds to be committed annually for public safety and security services, with the highest-ranking firm, Allied Universal Security Services, in the not-to-exceed amount of $56,024,354.80, 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 Allied Universal Security Services.

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 28th day of February, 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**
**February 28, 2025**

| | |
|---|---|
| **From:** | Taulby Roach, President and Chief Executive Officer |
| **Subject:** | **Operating Agreement between BSD and the Loop Trolley Transportation Development District** |
| **Disposition:** | Approval |
| **Presentation:** | Greg Linhares, Chief Legal Counsel; Taulby Roach, President and CEO |

**Objective:**
This is a request that the Board of Commissioners approve an extension of the operating agreement between BSD and the Loop Trolley Transportation Development District (LTTDD) through 2028, with the option of continuation thereafter, upon mutual agreement of both parties.

**Background:**
In July 2022, BSD and the LTTDD signed a services agreement, wherein the LTTDD would pay BSD for all expenses necessary for the operation of the Loop Trolley, in exchange for BSD's services in operating the Loop Trolley on behalf of the LTTDD. As part of this agreement, BSD was tasked by both the LTTDD and the Federal Transit Administration (FTA) with implementing the cost controls and operational controls necessary to ensure that the Loop Trolley could operate in an ongoing manner. That initial 2022 agreement expires prior to the 2025 operational season and requires renewal. At its December meeting, the LTTDD approved the attached extension. BSD leadership and FTA leadership negotiated with the LTTDD on the terms of the new extension, the terms of which were also disclosed in draft form to the BSD Board of Directors at its December executive session.

**Analysis:**
BSD has reduced cost and has created a reduced, manageable recurring schedule that has proven effective at showing a steady increase in ridership, while staying within the resource limits available to the LTTDD. Both the LTTDD and FTA are very satisfied with BSD's stewardship of the Loop Trolley. Plans are in place for the Loop Trolley to operate 32 hours per week from April through October in the coming year and in future years, pending Board approval. BSD and the LTTDD also would plan to work to find innovative potential revenue-generating special uses for the Loop Trolley. In addition to its operation of the trolleys, BSD negotiated a resolution to a potentially costly dispute between the LTTDD and the trolley manufacturer, Gomaco Trolley Company. This dispute partially involved FTA financial interest in several trolleys as well as the FTA's financial interest in ensuring continued operation of the trolley. As part of the terms of the Gomaco negotiation, in order to ensure preservation of its financial interests in the assets of the LTTDD, FTA insisted that ongoing operation of the trolley by BSD be a requirement of any final negotiation between all parties. With a manageable operation now in place, BSD is poised to make this extension work successfully.

**Previous Action:**
The Operations Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
The Operations Committee recommends that the Board of Commissioners authorize the President and CEO to execute the attached extension to the services agreement between BSD and the LTTDD.

**Funding Source:**
All funds for this agreement are paid to BSD by the LTTDD, either directly through LTTDD funds or for grant funds secured by the LTTDD for this purpose (see attached Budget – Page 7).

**Attachments:**
1) Extension of LTTDD-BSD Services Agreement
2) Current LTTDD-BSD Services Agreement
3) LTTDD Budget (see in particular p. 7)

**DECEMBER 2024 SECOND AMENDMENT OF SERVICES AGREEMENT**

**By and Between**

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

**and**

**THE LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT**

**THIS AMENDMENT OF SERVICES AGREEMENT** ("Second Amendment"), is entered into as of the ____ day of DECEMBER, 2024 ("Effective Date"), by and between the LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision of the State of Missouri created pursuant to the Missouri Transportation Development Act (the "TDD"), and THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT, an interstate transportation authority pursuant to Section 70.370, et seq., of the Missouri Revised Statutes and 45 Illinois Compiled Statutes 100/1, et seq., as a body corporate and politic (the "Agency") (each a "Party" and collectively, the "Parties").

**WITNESSETH**:

**WHEREAS**, the Agency and the TDD entered into an initial Memorandum of Agreement dated February 24, 2022, which remains in effect and is attached and incorporated by reference herein, wherein the Agency and the TDD agreed the Agency would operate the Loop Trolley, with further terms and conditions specified in a Services Agreement that the Parties would execute at a later date; and

**WHEREAS,** the Parties did enter into a Services Agreement, dated July 21, 2022, as amended by that certain Amendment to Services Agreement, dated August 27, 2024, and hereby attached and incorporated by reference, regarding the Agency's operation and maintenance of the Loop Trolley (as amended, the "Services Agreement"); and

**WHEREAS**, pursuant to the Services Agreement, the Parties shall agree by December 31 of each year after 2023 on the schedule for the next upcoming year; and

**WHEREAS,** Section 14 of the Services Agreement states that it shall terminate on December 31, 2025; and

**WHEREAS**, the Parties desire to adopt a new operating schedule beyond 2025, and to extend the Services Agreement beyond its original termination date, as set forth herein.

**NOW, THEREFORE**, for the premises above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

1. **Incorporation of Recitals and Prior Agreements.** The foregoing recitals, including but not limited to both the February 24, 2022 Memorandum of Agreement and the Services Agreement, are hereby incorporated into and made a part of this Second Amendment as if fully set forth herein, except as otherwise amended by this Second Amendment.

2. **Capitalized Terms**. All capitalized terms used in this Second Amendment, but not defined herein, have the meanings ascribed to them in the Services Agreement or Memorandum of Agreement, as applicable.

3. **Amendments to Section Two of the Services Agreement**.

   Subsections (iii) – (v) of Section 2(a) of the Services Agreement are hereby deleted in their entirety and replaced with the following Subsections (iii) – (vi):

   iii. *Third-Year Schedule. Upon agreement between the Parties, the schedule to operate the Loop Trolley from April 25, 2024, until October 27, 2024 (hereinafter the "Third-Year Schedule," and together with the First-Year Schedule and the Second-Year Schedule, the "Operation Schedule") will be as follows:*

      1. *From April 25th through October 27th, one trolley will operate, with one spare trolley on standby, at 32 hours per week from 11:00 a.m. until 7:00 p.m. Thursday through Sunday.*

   *iv. This schedule is contingent on addressing both maintenance and operation issues during the seasonal shutdown period below.*

   *v. The Parties shall agree, in writing, by December 31, 2024, and by December 31 of each year thereafter, on the schedule for the next upcoming year between March 1 and October 31. In the event the Parties do not agree to such schedule, the schedule shall be the same as the year prior.*

   *vi. Any schedule agreed upon by the Parties under this Section shall provide for a minimum of 32 hours of operation per week commencing sometime within the month of April of each year and ending sometime within the month of October of each year. In addition, the Parties may mutually agree in writing at any time during the year to other one-time or limited specific uses or operations of the trolley beyond the agreed-upon schedule.*

4. **Amendments to Section Three of the Services Agreement**.

   (a) Subsection (a) of Section 3(a) of the Services Agreement is hereby deleted in its entirety and replaced with the following new subsection (a) of Section 3(a):

*(a) Administration and Supervision.*

*1. Senior Manager of Trolley Operations. The Senior Manager of Trolley Operations will be the on-site manager in charge of Loop Trolley Operations and staff, and will be responsible for the delivery of Loop Trolley services. The Senior Manager of Trolley Operations will report to the Superintendent of Light Rail Operations.*

*2. Trolley Supervisor/Dispatcher. The Trolley Supervisor/Dispatcher will be responsible for supervising the Loop Trolley services. The Trolley Supervisor/Dispatcher will report to the Senior Manager of Trolley Operations.*

(b) A new subsection (d) to Section 3(a) of the Services Agreement is hereby added, as follows:

*(d) Agency may change titles and reporting structures for the roles enumerated in this section 3 without further amendment to the Agreement, provided that a specific individual is assigned to each role specified under this subsection, and that the TDD is provided with the names and titles of the persons assigned to these roles upon request.*

5. **Amendment to Section Fourteen of the Services Agreement**

Section 14 of the Services Agreement is hereby deleted in its entirety and replaced with the following Section 14:

*This agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, provided that neither party shall terminate the agreement prior to December 31, 2028. After December 31, 2028, either party may terminate this Agreement at any time, for any reason, upon and following 60 days written notice to the other Party. Upon any termination, the TDD shall reimburse Agency for the Services pursuant to this Agreement prior to the effective date of such termination.*

6. **Amendment to Section Fifteen of the Services Agreement**

Section 15 of the Services Agreement is amended as follows, with new provisions listed in ***bold and italics*** and with repealed provisions ~~struck through~~:

"15. Safety and Security. The parties acknowledge that the Loop Trolley must comply with regulatory requirements, including state and federal reporting requirements, including but not limited to, those required by the FTA regulations. To ensure compliance with state and federal regulatory requirements, the Agency shall designate a Chief Safety Officer to report to the TDD's Accountable Executive. The Agency shall prepare, implement and maintain on behalf of the TDD, and for the TDD's approval: (1) a Public Transportation Agency Safety Plan; (2) a System Security Plan; (3) an Emergency Preparedness Program Plan; ~~and~~ (4) ***a Transit***

***Asset Management Plan; and (5)*** National Transit Database Safety***, Transit Asset Management,*** and Security data. The Parties acknowledge and agree that the Agency shall provide such reports to the TDD's Accountable Executive and the Accountable Executive shall submit such reports to the FTA as necessary."

7. **Continued Effectiveness of Remaining Provisions**. Except as expressly modified by this Second Amendment, all other provisions of the Services Agreement shall remain unchanged and in full force and effect.

8. **Execution of Counterparts; Binding Effect**. This Second Amendment may be executed in any number of counterparts, including by electronic signature, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. All provisions, covenants and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the Parties hereto and their respective successors and assigns.

9. **Affirmation of Memorandum of Agreement and Services Agreement**. The Parties hereto agree that the original Memorandum of Agreement and Services Agreement, as amended by this Second Amendment, remains in full force and effect.

[*Signature Page Follows*]

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment as of the date first above written.

**LOOP TROLLEY TRANSPORATION DEVELOPMENT DISTRICT**

By: _____
Mayor Tishaura Jones, Chair

Signature Date: 12/19/2024

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

By: _____
Taulby Roach, President and Chief Executive Officer

Signature Date: _____

## SERVICES AGREEMENT

This SERVICES AGREEMENT (hereinafter the "Agreement") entered into on this 21st day of July, 2022 (the "Effective Date"), by and between the LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision of the State of Missouri created pursuant to the Missouri Transportation Development Act (the "TDD"), and the BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITIAN DISTRICT, an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised States and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (the "Agency"), (each a "Party" and collectively, the "Parties").

## RECITALS

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

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

WHEREAS, the TDD has constructed a fixed-rail trolley line and trolley system running east-west along Delmar Boulevard between Kingsland Avenue in the City of University City and DeBaliviere Avenue in the City of St. Louis, and north-south along DeBaliviere Avenue between Delmar Boulevard and Lindell Boulevard in the City of St. Louis and has acquired refurbished historic trolley cars to run on such system (the "Loop Trolley System or Loop Trolley"); and

WHEREAS, the TDD has determined that it is cost effective and beneficial to the TDD to outsource the operation and maintenance of the Loop Trolley System; and

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

WHEREAS, the parties acknowledge and agree that the Agency is not party to the Master Agreement between the TDD and the Federal Transit Administration ("FTA") dated September 5, 2012 (the "Grant Agreement"), and nothing in this Agreement does, or is intended to impose any Liability on the Agency by the FTA under the Grant Agreement; and

WHEREAS, the Agency and the TDD desire to enter into this Agreement to set forth the details of the Agency's operation and maintenance of the Loop Trolley including, but not limited to, the hours of operation, cost per service and other conditions under which the Agency will operate the Loop Trolley.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services. The Agency agrees to operate and maintain the Loop Trolley. The Services shall include all day-to-day functions of the Loop Trolley including, but not limited to, daily operation of the Trolley in good working order such that services are available for patrons, service dispatch and management, hiring and training of staff, implementation of safety and testing programs, maintenance of vehicles, tracks and systems, support for emergency response, customer service administrative and recordkeeping functions, reporting as required by all Local Laws as well as state and federal authorities, and maintaining and ensuring compliance with the operations, maintenance, and safety provisions of the Grant Agreement, and all applicable state federal laws, rules, orders, regulations, and, acts, and all provisions required by the Department of Transportation ("DOT") as set forth in the FTA Circular 4220.1F, as amended, including but not limited to those listed in **Exhibit A**, attached hereto (the "FTA Regulations") (hereinafter the "Services"). The TDD agrees to use its best efforts to cooperate with the Agency in the performance of the Services hereunder. For purposes of this Agreement, "Local Laws" shall mean the City of University City Code and Ordinances, the City of St. Louis Code and Ordinances, all other applicable local laws, codes, ordinances, regulations and permits, and the operations, maintenance, and safety provisions of the City of University City Conditional Use Permit #12-11871, the Construction Maintenance and Operations Agreement between the TDD and the City of University City, dated July, 28, 2014, and the Easement Agreement between the TDD and the City of University City, dated July, 28, 2014. Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that the Services do not include the construction of the Loop Trolley and that the Agency shall not be responsible for, and shall have no liability under any agreement for the construction or installation of the Loop Trolley or for the construction or installation of any of the associated infrastructure or systems.

Agency shall implement comprehensive preventive and corrective maintenance programs to keep the Loop Trolley System fully functioning and in a state of good repair in accordance with manufacturer recommendations and the requirements of approved maintenance plans. Agency is required to maintain the Loop Trolley System in keeping with these documents providing all necessary resources, materials and labor to accomplish the maintenance functions including, but not limited to:

(a) Providing qualified managerial and supervisory personnel during all hours of Trolley Service;

(b) Establishing, monitoring and maintaining the operating schedules;

(c) Communicating with operators, supervisors, and other field staff;

(d) Operating the system to ensure safe, reliable operation.

2. Schedule of Operations and Maintenance.

(a) Operation Schedule.

i. First-Year Schedule. The Agency will operate the Loop Trolley from August 1, 2022 until October 31, 2022 as follows: one trolley car operating for 32 hours per week from 11:00 a.m. until 7:00 p.m. Thursday through Sunday OR Friday 12 hours, Saturday 12 hours, and Sunday 8 hours, unless otherwise agreed by the Parties (hereinafter the "First-Year Schedule").

ii. Second-Year Schedule. Upon review of the First-Year Schedule, the Agency will develop a full year schedule to operate the Loop Trolley from March 1, 2023 until October 31, 2023 (hereinafter the "Second-Year Schedule," and together with the First-year Schedule, the "Operation Schedule"). Unless otherwise agreed by the Parties, the Agency proposes to operate the Loop Trolley in accordance with the Second-Year Schedule as follows:

1. From March 1st through April 30th, one trolley will operate, with one spare trolley, at 32 hours per week from 11:00 a.m. until 7:00 p.m. Thursday through Sunday;

2. From May 1st through Labor Day, two trolleys will operate, with one spare trolley, at 32 hours per week (64 hours combined) from 11:00 a.m. until 7:00 p.m. Thursday through Sunday;

3. From September 5th through October 31st, one trolley will operate, with one spare trolley, at 32 hours per week from 11:00 a.m. until 7:00 p.m. Thursday through Sunday.

iii. This schedule is contingent on addressing both maintenance and operation issues during the seasonal shutdown period below.

iii. The Parties shall agree, in writing, by December 31, 2023, and by December 31 of each year thereafter on the schedule for the next upcoming year between March 1 and October 31. In the event the Parties to do not agree to such schedule, the schedule shall be the same as the year prior.

(b) Maintenance Schedule. The Agency will conduct an annual operations and maintenance seasonal shutdown of the Loop Trolley between November 1st and March 1st each year (hereinafter the "Seasonal Shutdown"). During the Seasonal Shutdown, the Loop Trolley will be suspended for the Agency to address Loop Trolley maintenance.

3. Agency Operations and Maintenance Personnel.

(a) All Loop Trolley personnel other than the Accountable Executive shall be employees of the Agency and selected and hired in the sole discretion of the Agency, subject to the limitation set forth in this section and in compliance with this Agreement. The Loop Trolley personnel will be organized within the Agency as follows:

(a) Administration and Supervision.

1. Superintendent of Trolley Operations. The Superintendent of Trolley Operations will be the on-site manager in charge of Loop Trolley operations and staff, and will be responsible for the delivery of Loop Trolley services. The Superintendent of Trolley Operations will report to the Metro Transit General Manager MetroLink.

2. Trolley Supervisor/Dispatcher. The Trolley Supervisor/ Dispatcher will be responsible for supervising the Loop Trolley services. The Trolley Supervisor/Dispatcher will report to the Superintendent of Trolley Operations.

(b) Maintenance.

1. Vehicle Maintenance Assistant Superintendent. The Vehicle Maintenance Assistant Superintendent will be responsible for trolley vehicle maintenance. This includes, daily, weekly, monthly, quarterly and annual inspections and repairs, which will also be supported by Metro personnel. The Vehicle Maintenance Assistant Superintendent will report to the Superintendent of LRV Maintenance.

(c) Service Operation.

1. Part-Time Trolley Supervisor/Dispatcher. The Annual Schedule will require two (2) part-time Trolley Supervisor/Dispatchers.

2. Part-Time Operators. The Annual Schedule will require four (4) part-time Operators.

(b) Operations Support. The operation of the Loop Trolley will be supported by additional personnel and programs that provide services and materials including, but not limited to security, traction power and utilities, collection and submission of relevant data, building and grounds maintenance, trash removal, cleaning, and parts and supplies. Operations Support will be provided by Agency employees or through contracted services of the Agency. All costs of operations support for the Loop Trolley will be invoiced to the TDD as part of the services performed hereunder.

(c) Professional Services. The Loop Trolley's administration, operation and promotion requires the support of several industry professionals including, but not limited to legal, accounting, IT, and marketing. The Agency will utilize current Agency staff or procure necessary professional services to the extent permitted by the budget, and those amounts will be invoiced to the TDD as part of the services performed by the Agency hereunder.

(d) All of the services required under this Agreement shall be performed by Agency or under its supervision and all Agency personnel engaged in the Services shall be fully qualified and authorized under state and local laws to perform such Services.

(e) Agency shall maintain up-to-date records on all hiring, training, certification, and disciplinary actions associated with its operation and maintenance of the Loop Trolley System. This information shall include hiring date, in-service date, name and ID number, DMV and CDL license checks, jurisdiction of residence, and detailed training records. Specific supervisor training records shall also be maintained. Agency shall also maintain records of employee reviews, complaints and resulting disciplinary actions, and retraining linked to complaints or issues.

4. TDD Personnel. The TDD will provide an Accountable Executive who will provide direction and oversight of the Loop Trolley System. The Accountable Executive reports to the Loop Trolley TDD Board. The Accountable Executive will assist the Agency MetroLink Transit General Manager and will act as the Accountable Executive for Safety and Security of the Loop Trolley System and will ensure that the System is a compliant Safety Management System as required by state regulations and the FTA Regulations.

5. Payment. In consideration of the Services provided by the Agency hereunder, and subject to annual appropriation by the TDD Board of Directors, the TDD agrees to pay the Agency on a monthly basis for the Agency's costs of operating and maintaining the Loop Trolley System in accordance with the charges incurred by the Agency.

The Agency shall submit an itemized invoice to the TDD, with supporting documentation where necessary, on the first business day of the month, or as soon thereafter as is feasible, following the month in which Services are provided and charges are incurred. The TDD shall submit payment of each invoice within fifteen (15) days from receipt of Agency's invoice.

The parties acknowledge that the TDD's current tax revenues will not be sufficient to cover the cost of the Agency services, and the TDD agrees to continue to pursue a grant from the East-West Gateway Council of Governments to generate additional funds to pay for the Agency's services as provided in this Agreement. The parties hereby agree that in the event either Party determines that the funding for the Services contemplated under this Agreement is insufficient or that sufficient funding will be unavailable at any time during the term of this Agreement, the Agency shall cease all operations and maintenance of the Loop Trolley immediately. The TDD agrees to compensate the Agency for all Services completed prior to the insufficient funding. Further, the TDD agrees to reimburse the Agency for all costs, expenses and fees incurred pursuant to this Agreement as

the result of, the ceasing of such operations.

6. TDD and Federal Transit Administration ("FTA"). The parties acknowledge that the TDD and the Agency received correspondence dated December 27, 2021, indicating that the FTA was evaluating whether the named parties were in compliance with the terms and conditions contained in each of the five grants that FTA has awarded for the Loop Trolley and the Grant Agreement (the "Letter"). The parties hereto acknowledge and agree that the Agency is not a party to the Grant Agreement and as such has no liability thereunder to the FTA. Further, nothing in this Agreement shall be construed to impose any liability on the Agency by the FTA.

7. Use, Management and Maintenance of the M&S Facility.

(a) The TDD hereby grants to Agency a non-transferrable exclusive license ("License") of the maintenance and storage facility for the Trolley System located at 5875-5893 Delmar Blvd, St. Louis, MO 63130 (the "M&S Facility") in connection with providing the Services in accordance with the terms of this Agreement for a term concurrent with the term of this Agreement ("License Term"). Notwithstanding the foregoing, if this Agreement is terminated, the License shall immediately terminate.

(b) During the License Term, Agency shall provide maintenance, and custodial services for the M&S Facility and its grounds and yards. Agency will keep the M&S Facility safe, neat, and properly organized, including all storage areas and stored materials. Agency shall not permit a violation of any law due to the existence of any noxious, dangerous, hazardous or illegal condition in the M&S Facility.

(c) During the License Term, Agency shall secure the M&S Facility 24 hours a day, seven days a week, and make provisions for adequate security procedures and measures for the protection of the facility, its personnel, vehicles, and equipment.

(d) Agency will not, under any circumstances, suffer or permit any lien to attach to the M&S Facility or any portion thereof. If any such lien be asserted, TDD shall pay and procure the immediate discharge thereof.

(e) At the expiration of the License Term, all shop equipment and all other furniture, fixtures and equipment shall be deemed the property of the TDD, excluding in all events any hand and maintenance tools and equipment directly purchased by Agency.

(f) Any capital expenditures for the M&S Facility and all M&S Facility utilities shall be paid by TDD.

(g) This Agreement is not intended to create a lease or a landlord-tenant relationship between the TDD and Agency, but merely creates a license for Agency to use the M&S Facility in connection with and as part of Agency's operation of the Loop Trolley System.

8. Traction Power to Overhead Contact System. The Traction Power System consists of all substations, substation sites, electrical connections, and the Overhead Contact System ("OCS").

Agency will be responsible for inspecting, maintaining, and conducting preventive maintenance and repair of all Loop Trolley System power systems, equipment and components, including the OCS. Work will be done in accordance with all applicable Local Laws.

9. Track Maintenance. Agency shall be responsible for inspecting, maintaining, conducting preventive maintenance, and repairing track and all associated track and track work components, in keeping with industry standards, manufacturer or supplier recommendations, and in accordance with all applicable Local Laws. Agency shall be responsible for the maintenance of the track slab.

10. Trolley Signals.

(a) Agency will be responsible for maintaining the Loop Trolley signals.

11. Passenger Stations. Agency shall inspect, clean and maintain all Trolley Car stops and oversee the Trolley Car stops daily and implement the cleaning and maintenance of all such stops in accordance with all applicable Local Laws.

12. Community Relations and Public Information Programs; Advertising.

(a) Agency shall be available to receive and collect inquiries and complaints from passengers and the general public, and respond as necessary to comments related to operations; issues of community and business relations shall be deferred to TDD for response.

(b) Agency shall publish alerts and/or otherwise periodically inform property owners, businesses, residents, and others within the service area of planned operational changes to the Loop Trolley System.

(c) Agency shall participate in meetings and information sessions sponsored by or on behalf of the TDD regarding operations of and public safety related to the Loop Trolley System.

(d) TDD shall be entitled to and shall receive any and all revenues related to advertising or marketing of the Loop Trolley System.

(e) Agency shall annually prepare a report to the TDD summarizing Agency's operation of the Loop Trolley System for the previous year, its proposed annual operating budget for the upcoming year; any proposed or recommended organizational changes or other adjustments proposed or needed during the upcoming year to achieve its adopted operational goals or to address other problems; any changes or additions to personnel; and such other matters as may be reasonably requested by the TDD or required by the FTA.

(f) Agency shall prepare monthly reports to the TDD outlining:

i. Agency expenditures;

ii. Agency performance – Line Statistics (Miles and Hours) and Ridership;

iii. Budget revisions, if any; and

iv. Safety and security data, including, but not limited to, accidents, injuries, police calls, safety incidents, SSO compliance, and drug and alcohol compliance.

13. Accident Investigation & Notification Procedures. In addition to all of the other operational and safety SOPs that will be developed by Agency, special attention is required in the development of the procedures for accident notification and investigation. The procedures shall be prepared by Agency in accordance with SSO regulations.

14. Term; Termination. This Agreement shall commence on the Effective Date and shall remain in effect until (i) three years from the date of this Agreement or (ii) December 31, 2025 whichever comes later. Either Party may terminate this Agreement at any time, for any reason, upon and following 60 days written notice to the other Party, except as otherwise provided in Section 12 above. Upon any termination, the TDD shall reimburse Agency for the Services pursuant to this Agreement prior to the effective date of such termination.

15. Safety and Security. The Parties acknowledge that the Loop Trolley must comply with regulatory requirements, including state and federal reporting requirements, including but not limited to, those required by the FTA Regulations. To ensure compliance with state and federal regulatory requirements, the Agency shall designate a Chief Safety Officer to report to the TDD's Accountable Executive. The Agency shall prepare, implement and maintain on behalf of the TDD, and for the TDD's approval: (1) a Public Transportation Agency Safety Plan; (2) a System Security Plan; (3) an Emergency Preparedness Program Plan; and (4) National Transit Database Safety and Security data. The Parties acknowledge and agree that the Agency shall provide such reports to the TDD's Accountable Executive and the Accountable Executive shall submit such reports to the FTA as necessary.

The Agency shall perform a Safety and Security Audit of the Loop Trolley System to support the TDD's federal and state requirements of completing all required audits within a three (3) year cycle beginning on the first day of operation. The Agency shall present all audits to the TDD and the State Safety Oversight program.

The Agency shall be responsible for immediate response in all operational emergencies, including power outages, derailment, collision, or any condition that blocks or delays service.

16. Records. Both Parties agree to retain records relevant to the Agency's performance of Services under this Agreement. The TDD shall provide Agency with all information and programs which are in the possession of the TDD for the operation of the Loop Trolley System.

All reports, programs, documentation, designs, studies, plans, specifications, schedules, data or other materials of any kind that are prepared by the Agency in the course of providing Services contracted under this Agreement shall be the property of the TDD. Agency shall be entitled access to and retention of copies of such materials. Agency shall not provide access to, or copies of, any of said materials to any third party without the TDD's knowledge and consent. Notwithstanding

the foregoing, the TDD hereby consents to Agency providing access to and/or copies of any such materials to the FTA.

The TDD agrees to provide to the Agency, and Agency agrees to provide to the TDD, any and all reports, documentation, and correspondence or otherwise, provided to or received by, the FTA in connection with the Agency's obligations set forth herein or otherwise related to the Services. Agency shall collect FTA National Transit Database data, including safety and security data, and submit reports in full compliance with current National Transit Database reporting requirements.

17. Department of Transportation; Federal Transit Administration General Terms and Conditions. The FTA Regulations are hereby incorporated into this Agreement. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Agency shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause either Party to be in violation of the FTA Regulations or the Grant Agreement, and Agency shall at all times maintain and operate the Loop Trolley System in compliance with all applicable FTA Regulations and all federal policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this Agreement.

18. Indemnification; Immunity.

(a) To the fullest extent permitted by applicable law, the TDD shall indemnify, defend and hold harmless the Agency, its Commissioners, officers, officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the actions of the TDD, its Directors, officers, employees or agents acting within the scope of their employment, by an intentional wrongful act or the negligence of the TDD, its officers, agent or employees; provided, however, that such indemnification shall not apply to the extent any such claim shall result from the negligence or intentional acts of the Agency, its Commissioners, employees, officers or agents.

(b) To the fullest extent permitted by applicable law, the Agency shall indemnify, defend and hold harmless the TDD, its Directors, officers, officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the actions of the Agency, its Commissioners, officers, employees or agents acting within the scope of their employment, by an intentional wrongful act or the negligence of the Agency, its officers, agent or employees; provided, however, that such indemnification shall not apply to the extent any such claim shall result from the negligence or intentional acts of the TDD, its Directors, employees, officers or agents.

(c) Such obligations shall not be construed to waive, negate, abridge, or reduce, other rights or obligations of indemnity, which would otherwise exist as to the Agency, nor shall this be construed or interpreted to waive, negate, abridge or reduce the sovereign

immunity of the TDD or the Agency and the immunity of their agents, officer and employees.

(d) The Parties acknowledge and agree that the TDD will not be responsible for or have any control over the Agency's means, methods, techniques, or procedures used in connection with the Services performed by the Agency pursuant to this Agreement, and the TDD shall not be responsible for acts or omissions, or the failure to carry out the Services, by Agency, its agents, or subcontractors.

19. Insurance. It is hereby understood and acknowledged that TDD is responsible for maintaining proper insurance coverage for the operation and maintenance of the Loop Trolley System and the M&S Facility for the term of this Agreement. The TDD asserts that it is self-insured or has insurance for purposes of property, railroad liability, commercial general liability, automobile liability, and workers compensation/employer liability. TDD shall maintain the insurance and coverages as required by this Section 19.

(a) TDD Insurance - Minimum Scope and Extent of Coverage

i. Property: coverage including real property at replacement cost and coverage for rolling stock at agreed value.

ii. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence.

iii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), and auto physical damage with limit no less than $2,000,000 per accident for bodily injury and property damage.

iv. Railroad Liability: covering rail operations with limit no less than $10,000,000 per occurrence and $20,000,000 aggregate.

v. Workers' Compensation: self-insured or as required by the State of Missouri, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Agency for all work performed by the TDD, its employees, agents and subcontractors.

(b) Agency Insurance - Minimum Scope and Extent of Coverage

i. Workers' Compensation: as required by the State of Missouri, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of TDD for all work performed by the Agency, its employees, agents and subcontractors.

ii. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence.

iii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), and auto physical damage with limit no less than $2,000,000 per accident for bodily injury and property damage.

(c) Other Insurance Provisions & Requirements

i. Additional Named Insured: TDD's General Liability, Automobile Liability, and Railroad Liability policies are to include, or be endorsed to include, the Agency as an additional named insured. Agency's General Liability and Automobile Liability are to include, or be endorse to include, TDD as additional insured for claims arising out of the operations of Bi-State Development excluding the operations of the Loop Trolley.

ii. Primary Coverage: For any claims related to this contract, TDD's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the TDD's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

iii. Cancellation: Each insurance policy required by this section of this agreement shall contain a stipulation, endorsed if necessary, that Agency's Director of Risk Management will receive a 30-day advance notice of any policy cancellation other than cancellation for non-payment of premium; ten- (10) days advance notice is required for policy cancellation for non-payment of premium; ten (10) days advance notice is required for policy cancellation due to non-payment of premium.

iv. Insurer Qualifications/Acceptability: Insurance required hereunder shall be issued by an A.M. Best "A" rated, Class VII insurance company approved to conduct insurance business in the state(s) of Missouri.

v. Verification of Insurance Coverage: Before commencing operations, the TDD shall furnish Agency and Agency shall furnish TDD with CERTIFICATE (S) OF INSURANCE and with copies of any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements received by Agency are subject to review and approval by Agency's Director of Risk Management. Agency reserves the rights to require complete, certified copies of all required policies at any time. In the event any of TDD's applicable insurance coverage expires prior to completion of the Services required under this Agreement, TDD will provide a renewal or replacement certificate before Agency continues the Services hereunder.

20. Representations and Warranties of the TDD.

(a) The TDD hereby represents and warrants that the execution and delivery of this Agreement has been duly authorized by all proper actions and proceedings to enter into and perform this Agreement.

(b) The TDD hereby represents and warrants that this Agreement constitutes the legal, valid, binding and enforceable obligation of the TDD, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights generally.

21. Representations and Warranties of the Agency.

(a) The Agency hereby represents and warrants that the execution and delivery of this Agreement has been duly authorized by all proper actions and proceedings to enter into and perform this Agreement.

(b) The Agency hereby represents and warrants that this Agreement constitutes the legal, valid, binding and enforceable obligation of the Agency, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights generally.

22. Authority. Neither Party is authorized as an agent or legal representative of the other Party. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other Party in any manner.

23. Compliance with Laws. The Parties, at their sole cost and expense, shall comply with all laws, rules, statutes, orders, ordinances, regulations and requirements of federal, state, county and municipal authorities pertaining to their respective performance under this Agreement, provided, however, that the Parties agree that the Agency shall ensure the Loop Trolley System's compliance with all federal and state regulations as provided herein, including but not limited to, the FTA Regulations as set for on **Exhibit A.**

24. Entire Agreement; Modification. This Agreement constitutes the entire and only understanding by and between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, proposals, understandings, and agreements between them with respect to the subject matter hereof. The headings used in this Agreement are for reference only and shall not be used to interpret the meaning of this Agreement. No waiver of or amendment to any provision of this Agreement shall be effective except pursuant to a written instrument signed by both Parties. Nothing in this Agreement shall be construed as creating any joint venture, partnership, employment, or agency relationship between the parties. All provisions which by their words or meaning are intended to survive termination of this Agreement shall so survive.

Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

25. Assignment. Neither Party may assign or transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent, except in connection with the sale of all or substantially all of its assets or business to a third party, a change of control, or a sale or transfer of a controlling interest in its business, whether by merger, consolidation, sale of securities, or other legal means. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

26. Relationship of Parties. The Parties understand that the Agency is an independent contractor in the performance of Services under this Agreement, and nothing contained in this Agreement shall be deemed to constitute the Agency as the employer, employee, agent or representative of the TDD, or both Parties as joint venturers or partners for any purpose.

27. Notices. All notices, invoices or other communication required or desired to be given hereunder shall be in writing and shall be deemed duly delivered and received (a) upon receipt or refusal of delivery, when delivered personally, (b) the day deposited with the U.S. Postal Service, when sent certified or registered mail (postage prepaid), return receipt requested; and (c) the day tendered to Federal Express or other overnight courier service (charges prepaid) when sent next-day delivery, as follows (or to such other addressee or address as shall be sent forth in a notice given in the same manner):

To the Agency:
Bi-State Development Agency of the
Missouri-Illinois Metropolitan District
211 North Broadway, Suite 700
St. Louis, Missouri 63102

Attention: Taulby Roach, President and CEO

With copy to: General Counsel
Email: baenneking@bistatedev.org

To the TDD:
Loop Trolley Transportation Development TDD
6504 Delmar Boulevard
St. Louis, Missouri 63130
Attention: Chair

With copy to:
Mayor Tishaura Jones
City of St. Louis
1200 Market St., City Hall Room 200
St. Louis, Missouri 63103

28. Severability. If any provision of this Agreement is determined to be invalid, unlawful, void, or unenforceable to any extent, such provision or any portion thereof shall be interpreted to best reflect the parties' intent, and the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

29. Governing Law; Jurisdiction; Venue. Missouri law shall apply to this Agreement, irrespective of any applicable conflict of law rules. The parties hereto irrevocably consent to the exercise of jurisdiction and venue over them by a federal or state court located in the City of St. Louis, Missouri for any legal action arising out of or relating to this Agreement.

30. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

31. TDD Representatives Not Personally Liable. No elected or appointed official, board member, director, officer, agent, employee, independent contractor, consultant, attorney or representative of the TDD shall be personally liable to Agency in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

32. Agency Representatives Not Personally Liable: No commissioner, director, officer, agent, employee, independent contractor, consultant, attorney or representative of Agency shall be personally liable to the TDD in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

*(signature page to follow)*

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

**LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT**

By: _____
Mayor Tishaura Jones, Chair

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

By: _____
Name: Taulby Roach
Title: President & CEO

## EXHIBIT A

The Agency shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this Agreement. The following contractual provisions are hereby incorporated into this Agreement.

1. Civil Rights: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. §12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.
2. Access Requirements for Individuals with Disabilities: Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq., 49 U.S.C 5301(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Section 16 of the Federal Transit Act (49 U.S.C. app. 1612), Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), 49 CFR part 37, 49 CFR Part 27, 36 CFR Part 1192, 49 CFR part 38, 28 CFR Part 35, 28 CFR Part 36, 41 CFR Subpart 101-19, 29 CFR Part 1630, 47 CFR Part 64, Subpart F, 36 CFR Part 1194 and 49 CFR Part 609.
3. Disadvantaged Business Enterprise (DBE): Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and 49 CFR Part 26.
4. Clean Air and Water Act: 42 U.S.C. § 7401 et seq., and 33 U.S.C. §§ 1251-1387.
5. Energy Policy and Conservation Act: 42 U.S.C. § 6321 et seq.
6. Program Fraud and False or Fraudulent Statements or Related Acts: 31 U.S.C. § 3801 et seq. and 49 C.F.R. Part 31.
7. Lobbying: 31U.S.C. § 1352 and 49 C.F.R. Part 20.
8. Government-Wide Debarment and Suspension (Nonprocurement): 49 CFR Part 29 (Executive Order 12549).
9. Access to Records and Reports: 49 U.S.C. § 5325, 49 CFR 633.17 and 18 CFR 18.36(i)
10. Contract Work Hours and Safety Standards Act: 40 U.S.C. §§ 3701 – 3708 and 29 CFR Part 5.
11. Charter Service Operation Restrictions: 49 U.S.C. § 5323 and 49 CFR Part 604.
12. Freedom of Information Act: 5 U.S.C. § 552.
13. Drug and Alcohol Testing: 49 CFR Part 40 and Part 655.
14. Reporting Requirements: 49 CFR Part 630.
15. Privacy Act. Privacy Act of 1974, 5 U.S.C. § 552.
16. Transit Employee Protective Provisions: 49 U.S.C. 533(b), 29 CFR. Part 215, 49 U.S.C. § 5310(a)(2) and 49 U.S.C. § 5311.
17. Seat Belt Use: 23 U.S.C. § 402.
18. Buy America Requirements: 49 U.S.C. § 5323(j) and 49 CFR Part 661.
19. Use of $1 Coins: 31 U.S.C. § 5312(p).
20. School Bus Operations. 49 U.S.C. § 5323(F) and 34 CFR Part 605.

*Draft for Board approval*

# LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT

## 2025 ORIGINAL BUDGET



To: Board of Directors
Mayor Tishaura O. Jones, Chairman

Submitted by: Aaron L. Reeves, CPA
Accountable Executive
December 16, 2024

| | Actual 2023 | Original Budget 2024 | Final Budget 2024 | Actual (A) 2024 | Original Budget 2025 | |
|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | |
| 1% TDD sales tax revenue | $ 853,969 | 900,000 | 865,000 | 864,343 | 900,000 | (E) |
| Federal grants: | | | | | | |
| Capital project funding source: | | | | | | |
| Urban Circulator (transportation infrastructure - final railcar #3) MO-95-X268 | - | - | - | - | 135,300 | (H) |
| Annual operating and maintenance funding source: | | | | | | |
| Congestion Mitigation & Air Quality Improvement (CMAQ) program | - | 1,260,000 | - | - | 1,260,000 | (F) |
| Interest income | 14,733 | 18,000 | 6,900 | 6,875 | 3,000 | |
| Total revenues | 868,702 | 2,178,000 | 871,900 | 871,218 | 2,298,300 | |
| **EXPENDITURES** | | | | | | |
| Administrative expenses: | | | | | | |
| Advertising | 99 | 1,500 | - | - | - | |
| Bank fees | 841 | 900 | 950 | 947 | 1,000 | |
| Insurance (railroad, property, general liability) | 139,501 | 150,300 | 128,300 | 127,605 | 161,000 | (B) |
| Insurance (Board) | 1,695 | 1,700 | 1,700 | 1,695 | 1,600 | |
| Insurance (indemnity bond 2024/2027) | - | 17,000 | - | - | 17,000 | (B) |
| Miscellaneous | 435 | 500 | 80 | 81 | 100 | |
| Office supplies, furniture, and equipment | - | - | 200 | 195 | - | |
| Taxes - ELSBD assessment | 551 | 600 | 600 | 550 | 600 | |
| Total administrative expenses | 143,122 | 172,500 | 131,830 | 131,073 | 181,300 | |
| Professional fees: | | | | | | |
| Accounting (Sikich) | 11,236 | 3,000 | 9,700 | 9,618 | - | |
| Accounting (Morice List) | | 9,000 | 9,000 | 9,000 | 12,400 | |
| Compliance Audit (FTA required) | - | - | - | - | 12,000 | (J) |
| Contract Administrator (C. Heller) | 3,000 | - | - | - | - | |
| Contract Administrator (A. Reeves) | 15,000 | 24,000 | 24,000 | 24,000 | 24,000 | |
| Grant assistance (EWGW) | - | 6,000 | - | - | 6,000 | |
| Legal (HB) "pro bono" | - | - | - | - | - | |
| Registered Agent (CT Corp) | 475 | 500 | 500 | 499 | 500 | |
| Total professional fees | 29,711 | 42,500 | 43,200 | 43,117 | 54,900 | |
| System Contract Operator: | | | | | | |
| Contract fees (payroll, payroll taxes, benefits, maintenance, safety): | | | | | | |
| Bi-State Development (BSD) - Metro Transit (current operator) | 1,135,809 | 1,300,000 | 617,000 | 616,931 | 800,000 | (C) |
| Loop Trolley Company (prior operator) | 11,500 | - | - | - | - | |
| Direct Operating costs: | | | | | | |
| Internet (Charter Communications) | 1,740 | 2,000 | 2,000 | 1,983 | 2,000 | |
| Copier - lease & maintenance (Marco) | 801 | - | - | - | - | |
| Trash service (Republic Service) | 2,821 | 3,000 | 3,600 | 3,564 | 3,600 | |
| Security System (Johnson Controls) | 4,314 | 2,000 | 2,300 | 2,290 | 2,000 | |
| Utilities (electric, natural gas, water, sewer) | 39,742 | 42,000 | 39,300 | 39,290 | 40,000 | |
| Total System Contract Operator | 1,196,727 | 1,349,000 | 664,200 | 664,058 | 847,600 | |

| | Actual 2023 | Original Budget 2024 | Final Budget 2024 | Actual (A) 2024 | Original Budget 2025 | |
|---|---|---|---|---|---|---|
| **EXPENDITURES (Continued)** | | | | | | |
| Repairs and maintenance: | | | | | | |
| Barrier work | - | - | - | - | - | |
| Replace water box, frame with lid and cover | 1,297 | - | - | - | - | |
| Signage | - | - | - | - | - | |
| Fencing | - | - | - | - | - | |
| Railcar safety maintenance (WSP) | - | - | - | - | - | |
| Contingency reserve for R&M | - | 50,000 | - | - | 50,000 | (G) |
| Total repairs and maintenance | 1,297 | 50,000 | - | - | 50,000 | |
| Capital Outlay/Transportation project costs: | | | | | | |
| Construction expenses: | | | | | | |
| Infrastructure - 2.2 mile in street rail system | - | - | - | - | 597,749 | (C) |
| Storage/maintenance terminal - 5875 Delmar Blvd., St. Louis City | - | - | - | - | - | |
| Railcars - pending capital projects | - | - | - | - | 102,251 | (C) |
| Railcars - vintage electric powered (GTC) | - | - | 250,000 | 250,000 | 250,000 | (D) |
| Railcars - defeasance of interest (FTA) | - | - | - | - | 243,880 | (I) |
| Total transportation project costs | - | - | 250,000 | 250,000 | 1,193,880 | |
| Total expenditures | 1,370,857 | 1,614,000 | 1,089,230 | 1,088,248 | 2,327,680 | |
| **CHANGES IN FUND BALANCES** | (502,155) | 564,000 | (217,330) | (217,030) | (29,380) | |
| **FUND BALANCES, BEGINNING** | 950,581 | 442,456 | 448,426 | 448,426 | 231,396 | |
| **FUND BALANCES, ENDING** | $ 448,426 | 1,006,456 | 231,096 | 231,396 | 202,016 | |

| | Actual 2023 | Original Budget 2024 | Final Budget 2024 | Actual (A) 2024 | Original Budget 2025 |
|---|---|---|---|---|---|
| **FUND BALANCES SUMMARY** | | | | | |
| Nonspendable | $ - | - | - | - | - |
| Unassigned | 448,426 | 1,006,456 | 231,096 | 231,396 | 202,016 |
| **Total Fund Balances, December 31** | $ 448,426 | 1,006,456 | 231,096 | 231,396 | 202,016 |

**Notes to FY 2025 Budget:**

(A) 2024 actual is estimated as of December 10, 2024.
(B) All property and liability insurance is summarized below for the policy years ending January 31, 2025 and March 31, 2026.
(C) System Contract Operator (BSD) contract reimbursement (summarized below) for 2025 will include $1,500,000 for payroll, payroll taxes, benefits, maintenance, and safety. and capital outlay (seer page 4)Plus the District will pay directly to providers for costs of utilities, trash, copier, security, etc.
(D) $250,000 is due by April 1, 2025 for the final balance outstanding with Gomaco Trolley Company (GTC) for refurbishing railcars
(E) TDD sale tax at 1% on taxable sales by merchants within the District.
(F) CMAQ grant awarded - $1,260,000 2 year operating grant 70% with 30% local match based on 4-day 8 hour transportation service.
(G) Contingency reserve is a set aside for unanticipated repairs to trolley infrastructure, Trolley cars, and M&S facilities.
(H) $135,300 reimbursement from Urban Circular (transportation infrastructure - final railcar #3) MO-95-X268 remains under the original grant.
(I) Defeasance of FTA's interest in railcars taken out-of-service, the timing and ultimate payment of these obligations is subject to further negotiation with the FTA.
(J) Independent Auditor's Statement for Financial Data (IAS-FD)

**Summary of Insurance Coverage by Type:**

| | Policy Year 2024/2025 | 2025/2026 * |
|---|---|---|
| Railroad Liability | $ 62,000 | $ 70,000 |
| Property | 65,605 | 70,000 |
| General Liability/Board E&O/Cyber | 1,695 | 1,600 |
| Two month extension of the 2024/2025 policy term | | 21,000 |
| Indemnity bond (3 yrs. 2024/27) | - | 17,000 |
| Total Premiums | $ 129,300 | $ 179,600 |

* Based on annual policy coverage 04/01 to 03/31 (previously 02/01 to 01/31)

**Summary of BSD - Metro Transit Estimated System Contract Operator Costs:**

| | Operating Year 2024 Actual | 2025 Budget |
|---|---|---|
| Carryover obligation from prior year | $ 144,707 | $ 243,178 |
| Current year annual contractor operating costs | | |
| Start-up and on routine maintenance costs | 471,759 | 556,704 |
| Operations cost (8 months - March thru October) | 388,350 | 400,000 |
| Total annual contractor operator costs | 860,109 | 956,704 |
| Pending Capital Projects: | | |
| (1) Trolley wheels (8) | - | 57,600 |
| (2) Trolley gearbox overhauls (4 gearboxes) | - | 44,651 |
| (3) Trolley substation access modification | - | 500,000 |
| (4) MO-American Water construction repair | - | 250,000 |
| | - | 852,251 |
| Payments to system contract operator | (616,931) | (1,500,000) |
| Remaining obligation carryforward | $ 243,178 | $ 552,133 |

Detail descriptions for pending capital projects:
(1) Trolley tires are at their condemning limits and need to be replaced.
(2) Completion of Trolley gearbox overhauls.
(3) Modification to substation room to allow maintenance access to rear access panels. Placeholder, scope to be determined.
(4) MO-American water to disrupt track and infrastructure in order to access their utility. Disruption involves removal and replacement of tracks. Placeholder, scope to be determined.

# LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT

## ANNUAL BUDGET FY 2025

This **Annual Budget FY 2025** of the Loop Trolley Transportation Development District (the "District") constitutes the annual budget of the TDD pursuant to Section 67.010.1 RSMo. The District was established pursuant to that certain Judgment and Order of the Circuit Court of St. Louis County, Missouri, in Cause No. 07CC-003451, Division 20, entered July 16, 2008 (the "Order"). The fiscal year of the District is, pursuant to Resolution 2008-006, the calendar year, which runs from January 1 to December 31 of each year. These final 2024 and original 2025 budgets set forth the expected revenues and expenditures for the District for the fiscal years ending December 31, 2024 ("FY 2024") and 2025 ("FY 2025"), respectively, as adopted by the Board of Directors (the "Board") of the District. Actual revenues and expenditures may vary due to a variety of factors that are at this time unknown, including, but not limited to, the amount of taxable retail sales within the District, unforeseen system operating issues, or economic conditions.

This budget is not intended to and does not limit the District or its Board in any way if actual revenues or expenditures vary from those stated herein. Changes in budget expenditures, if required, will be approved by the Board in a budget amendment.

1. Rates of Taxes

Pursuant to Resolution No. 2008-04 of the District, the District has imposed a sales and use tax upon all taxable retail sales within the District in the amount of one percent (1%) (the "TDD Sales Tax"), such TDD Sales Tax having been previously approved by the qualified voters within the District pursuant to the Order.

2. Expected and Estimated Revenues

*TDD Sales Tax Revenues*

The TDD Sales Tax revenues expected are uncertain depending on the amount of taxable retail sales of merchants located within the District's boundaries in FY 2025. It is estimated that the amount of taxable retail sales within the District will total $90 million and the TDD Sales Tax will equal approximately $900,000. This is an increase from the actual retail sales within the District in 2024 and 2023 of $86 million and $85 million, respectively. There have been significant new developments in commercial retail, entertainment venues, and office space and as well as student and general public housing units within the District since its initial formation. More projects are in various stages of development within the District and within walking distance of the District. These new developments improved economic conditions in the region, with increased shopping/dinning and moderate weather conditions contributing to Sales Tax collections during 2024. Increased economic activity leads to higher employment and

opportunities for the region. The District is a multicultural urban area that is especially appealing to the younger segment of the population, including Washington University students.

TDD Sales Tax revenues are collected by the Missouri State Department of Revenue and are received by the District two months after collected by merchants within the District's boundaries. The FY 2025 budgeted TDD sales tax revenue is a projected estimate and is subject to change depending on the level of actual retail sales and entertainment revenue within the District.

*Project Funding Sources*

Federal Grants

**Public Rail Transportation Grant**

The District applied for a Congestion Mitigation & Air Quality Improvement (CMAQ) program federal grant. The program application was completed by East-West Gateway Council of Governments (EWGCOG) staff and submitted by the District's Contract Administrator on February 9, 2022. The grant is a 70% reimbursable grant budgeted to cover 2 years of operations and maintenance cost for 4-day per week with 8 hour per day. The District is responsible for a 30% local match to be funded from the 1% sales tax collected by the District. This program covers 2023 and 2024. The CMAQ funds are $1,260,000 with the 30% local match being $540,000.

**Section 5309 Urban Circulator Grant**

On September 5, 2012, the District entered a Grant Agreement with the United States of America, Department of Transportation, Federal Transit Administration ("FTA") for an award of $22,110,000 in Section 5309 Urban Circulator funds. The local match for the Urban Circulator Grant will be from local sources described below. The last funding received from the Urban Circulator Grant by the District was $8,780,242 in FY 2016. This phase of the Transportation Project was primarily completed in FY 2016. The final award amount of $135,300 remains available. The District will seek reimbursement for final payments related to railcar restoration expenditures.

3. Expected and Proposed Expenditures

*Administrative Fees*

The expected administrative fee expenditures for the District of $181,300 in FY 2025 are anticipated to be insurance premiums of $141,600 (railroad liability, property, general liability, and Board O&E) coverages April 1, 2025 through March 31, 2026, a one-time payment of insurance premiums of $21,000 to extend the 2023/2024 policies for two months (February 1, 2025 to March 31, 2025), a premium payment of $17,000 to replace the

expiring indemnity bond for three years, a property owner assessment $600 (East Loop CID District assessment), and bank charges totaling and other expenditures $1,100.

*Professional Fees*

The expected professional fees for the District of $54,900 in FY 2025. Including fees related to (a) general accounting services provided by Morice, List & Associates, LLC, (b) a contract administrator, Aaron Reeves. Professional fees include administrative and compliance reporting responsibilities as required by the FTA, and (c) compliance audit required by FTA. Assistance with future grant funding is set-aside at $6,000 and a registered agent's fee of 500. Legal services have been provided to the District pro bono by Husch Blackwell LLP.

*Transportation Project Costs*

**District's Infrastructure, Maintenance and Storage (M&S) Facility, and renovated vintage Trolley Cars**

The District's infrastructure construction and the renovation of the M&S facility was primarily completed during FY 2017. The capital assets of the District includes: 1) renovated vintage electric powered trolley cars, 2) infrastructure, a 2.2 mile in-street rail system, and 3) a storage and maintenance terminal. The Trolley system, after testing, received FTA approval and transportation of the public began operations in November 2018. During FY 2024 the District spent $0 on maintenance and repair of capital assets. Repairs and maintenance for the system's infrastructure, M&S facility, and trolley cars are included in the System Contract Operator's budgeted contract fees. A contingency reserve for the TDD's maintenance and repair of the District's capital assets of $50,000 has been included in the FY 2025 budget.

**System Contract Operator, currently Bi-State Development Agency (former System Contract Operator: Loop Trolley Company) Contract Fee**

It is anticipated the District will reimburse the System Contract Operator in FY 2025 a portion of the Trolley System's annual operating, maintenance cost and capital outlay for pending capital projects. This reimbursement anticipated to total $1,500,000 for reimbursement of personal costs (salaries, payroll taxes, and benefits), maintenance/repairs, safety and capital projects. In addition, the District will pay general direct operating costs anticipated to be $47,600 during FY 2025. Direct operating costs include utilities, trash service, internet, and security system service. The contract fee paid to the System Contract Operator may change through time as the District's TDD Sales Tax revenues and other revenues change, as well as the District increasing operating hours or extending the operating season based on ridership volume.

**The detail of expected and proposed expenditures is set forth in more detail in the attached "2025 Budget" schedules (pages 1 to 4).**

4. Debt Service Payments

The District does not have any outstanding debt.

5. Comparative Statements

The FY 2025 budget presentation includes: 1) the final actual FY 2023, 2) estimated actual FY 2024, 3) the final Board approved FY 2024 budget and 4) the original Board approved 2025 budget.

6. Fund Balances

The District's ending Fund Balance was $448,426 for FY 2023 and is anticipated to be $231,396 for FY 2025. The budgeted ending Fund Balance for FY 2025 is expected to be $202,016. The District's total Fund Balance is unassigned.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI- ILLINOIS METROPOLITAN DISTRICT AUTHORIZING THE PRESIDENT AND CEO TO APPROVE AN EXTENSION OF THE OPERATING AGREEMENT WITH THE LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT THROUGH 2028 WITH THE OPTION OF CONTINUATION THEREAFTER UPON MUTUAL AGREEMENT OF BOTH PARTIES**

**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 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***, 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; and

***Whereas***, in July 2022, BSD and the Loop Trolley Transportation Development District (LTTDD) signed a services agreement, wherein the LTTDD would pay BSD for all expenses necessary for the operation of the Loop Trolley, in exchange for BSD's services in operating the Loop Trolley on behalf of the LTTDD; and

***Whereas***, as part of this agreement, BSD was tasked by both the LTTDD and the Federal Transit Administration (FTA) with implementing the cost controls and operational controls necessary to ensure that the Loop Trolley could operate in an ongoing manner; and

***Whereas***, the initial 2022 agreement expires prior to the 2025 operational season and requires renewal; and

***Whereas***, BSD leadership and FTA leadership negotiated with the LTTDD on the terms of the new extension, the terms of which were also disclosed in draft form to the BSD Board of Directors at its December executive session; and

***Whereas***, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute an extension of the operating agreement between BSD and the Loop Trolley Transportation Development District (LTTDD) through 2028, with the option of continuation thereafter, upon mutual agreement of both parties, 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 An Extension of Operating Agreement. The Board of Commissioners hereby approves the President and CEO to execute an extension of the operating agreement between BSD and the Loop Trolley Transportation Development District (LTTDD) through 2028, with the option of continuation thereafter, upon mutual agreement of both parties, 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 Memorandum. The form of the Memorandum of Agreement (as provided in the Attachment to this Resolution 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 Memorandum of Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect this Memorandum, 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, its 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 28th day of February, 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**
**February 28, 2025**

| | |
|---|---|
| **From:** | Taulby Roach, President and Chief Executive Officer |
| **Subject:** | **79th Street Retaining Wall Rehabilitation and Accompanying IGA** |
| **Disposition:** | Approval |
| **Presentation:** | Chris Poehler, Vice President - Capital Projects |

**Objective:**
Request that the Board of Commissioners authorize the approval of an Intergovernmental Agreement (IGA) between BSD, Illinois American Water (ILAW), and the St. Clair County Highway Department (SCCHD), for the repair of the MetroLink retaining wall system adjacent to 79th Street. This IGA would also include the temporary closure of 79th Street and relocation of a water main by ILAW, in association with the repair.

**Background:**
The retaining walls at the 79th Street Bridge crossing in East St. Louis have been experiencing distress in recent years. Bi-State Development began the engineering process of evaluation of these walls to develop a path forward. The Preliminary Engineering Study determined the best solution to fortify the wall without significantly impacting operations was to build a new wall system in front of the existing walls. During the preliminary engineering phase several waterlines owned and operated by ILAW were identified to be near the existing and proposed retaining wall system. In order to construct the new walls, Metro would need to relocate ILAW water lines under 79th Street, and close the Street for some time in order to do so. BSD is now seeking authority to adopt an IGA to gain approval for this work with ILAW and SCCHD.

**Analysis:**
BSD has worked with ILAW and has developed a plan and construction estimate to relocate the 24-inch line to the center of 79th Street, but until recently has not been able to receive approval from SCCHD. Among other issues, SCCHD sought to be held harmless in the event future work to the water main has to be done by ILAW. SCCHD has now consented, in principle, to this plan in the terms now spelled out more fully in the IGA, which states that SCCHD will be held harmless by ILAW, and that BSD will be responsible for the road, retaining walls and the overpass bridge for the duration of the construction project. This work constitutes a serious safety concern that needs to be addressed immediately. NOTE: If BSD Engineering finds that the safety issues with the retaining walls become more imminent, BSD may need to initiate road closure, prior to IGA adoption, so that ILAW can begin main relocation sooner.

**Previous Action:**
The Operations Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
The Operations Committee recommends that the Board of Commissioners authorize the President and CEO to negotiate and sign an IGA, in substantial conformity to the attached draft, and allow the waterline and retaining wall construction to proceed.

**Funding Source:**
This project is supported by FTA grants MO-2021-034, MO-2024-006, MO-2022-040 and MO-2022-030 along with matching local funds.

**Attachments:**
1) Draft IGA
2) Design summary

**AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of February, 2025, by and between THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT, an interstate transportation authority pursuant to Section 70.370, *et seq.*, of the Missouri Revised Statutes, and 45 Illinois Compiled Statutes 100/1, *et seq.*, as a body corporate and politic ("METRO"), ST. CLAIR COUNTY, a political subdivision of the State of Illinois ("COUNTY") and ILLINOIS-AMERICAN WATER COMPANY, an Illinois corporation ("ILAW") (METRO, COUNTY, AND ILAW are collectively referred to as the "Parties").

**WITNESSETH**:

**WHEREAS**, METRO is the owner of a certain right-of-way in St. Clair County, Illinois, which is being used by METRO for operation and maintenance of the MetroLink light rail urban mass transit system; and

**WHEREAS**, a portion of the METRO right-of-way overpasses 79th Street, East St. Louis, Illinois, in the area depicted in **Exhibit A**, attached hereto and incorporated by reference (the "79th Street Property"); and

**WHEREAS**, after performing engineering analyses, METRO has identified a need to replace existing retaining walls for the embankment along the approaches to the MetroLink bridge over the 79th Street Property, as more fully described on **Exhibit A** (the "Project"); and

**WHEREAS**, ILAW maintains an existing 24-inch waterline within the 79th Street Property; and

**WHEREAS**, in connection with the Project, METRO has identified the need to relocate the ILAW waterline to the center of 79th Street, and ILAW has agreed to relocate the subject waterline as requested by METRO (the "Utility Relocation"); and

**WHEREAS**, the Parties desire to set forth their respective obligations and responsibilities regarding the Project.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Project Documents**. The following documents are attached hereto and incorporated herein by this reference to the same extent as if fully set forth herein:

   a. Final Design Plans and Specifications for the Retaining Wall Replacement Project – as designed by the firm of Modjeski and Masters, including any future changes as required for the project, attached hereto as **Exhibit B**;

b. Signed and Sealed Plans for the Utility Relocation work meeting Illinois Department of Transportation ("IDOT") and COUNTY standards and policies – as designed by Volkert, attached hereto as **Exhibit C;**

c. ILAW Insurance Policy Requirements, attached hereto as **Exhibit D**; and

d. METRO Insurance Policy Requirements, attached hereto as **Exhibit E**.

2. **Utility Relocation**.

a. Subject to a separate agreement between METRO and ILAW regarding cost reimbursement, ILAW, without expense to the COUNTY, shall complete the Utility Relocation in accordance with the plans and specifications approved by the COUNTY and in accordance with all applicable laws, regulations and required permits.

b. ILAW shall coordinate any and all work relating to the Utility Relocation with METRO and shall abide by METRO's Standard Operating Procedures, as may be updated from time to time, receipt of which is hereby acknowledged by ILAW.

c. Subject to a separate agreement between METRO and ILAW regarding cost reimbursement, ILAW, without expense to the COUNTY, shall maintain all ILAW facilities, lines, or structures within the 79th Street Property in good order, condition, and repair. All installation, maintenance, repairs, and replacement of ILAW facilities, lines, or structures shall be (a) done expeditiously and diligently until completion; (b) performed in such a manner as to limit, as reasonably practicable, any interference with the public roadway located within the 79th Street Property; and (c) done with full restoration of any portion of the public roadway disturbed to the condition existing immediately prior to the work, as reasonably practicable.

d. ILAW shall carry and maintain at all times the insurance described on **Exhibit D** attached hereto, naming the COUNTY as an additional insured. ILAW shall provide the COUNTY with a Certificate of Insurance evidencing such insurance coverage prior to performing any work and at any time upon the request of the COUNTY.

3. **The Project**.

a. METRO, at METRO's expense, shall complete the Project in accordance with the plans and specifications and in accordance with all applicable laws, regulations and required permits.

b. METRO, at its sole cost and expense, shall maintain all METRO facilities, lines, or structures within the 79th Street Property in good order, condition, and repair. All installation, maintenance, repairs, and replacement of METRO facilities, lines, or structures shall be (a) done expeditiously and diligently until completion; (b) performed in such a manner as to limit, as reasonably practicable, any interference with the public roadway located within the 79th Street Property; and (c) done with full restoration of any portion of the public roadway disturbed to the condition existing immediately prior to the

work, as reasonably practicable. METRO shall retain ownership of the retaining wall improvements placed upon COUNTY right-of-way as a part of this Project.

c. METRO, at its sole cost and expense, shall maintain all COUNTY facilities within the 79th Street Property in good order, condition, and repair.

d. METRO shall carry and maintain at all times the insurance described on **Exhibit E** attached hereto, naming the COUNTY as an additional insured. METRO shall provide the COUNTY with a Certificate of Insurance evidencing such insurance coverage prior to performing any work and at any time upon the request of the COUNTY.

4. **Indemnification**.

a. To the extent permissible by law, ILAW shall indemnify and hold the COUNTY harmless from any and all liability, loss or damage the COUNTY may suffer as a result of claims, demands, costs or judgments against it arising out of ILAW's performance of the Utility Relocation.

b. To the extent permissible by law, METRO shall indemnify and hold the COUNTY harmless from any and all liability, loss or damage the COUNTY may suffer as a result of claims, demands, costs or judgments against it arising out of METRO's performance of this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.

5. **Permitted Assigns**. Unless otherwise specifically set out herein, neither this Agreement nor any right or obligation hereunder shall be assigned or delegated by any party hereto without the express written consent of the other parties. Subject to the previous sentence, this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable against, the Parties hereto and their respective successors and assigns in accordance with the terms of this Agreement.

6. **Applicable Law**. This Agreement is an Illinois contract and shall be construed in accordance and governed by the laws of the State of Illinois without regard to choice of law provisions.

7. **Notices**. All notices that are required by law and/or this Agreement to be given by one party hereto to the other or others shall be in writing and shall be: (i) hand-delivered, (ii) served by Certified mail, Return Receipt Requested, in postage prepaid envelopes, or (iii) delivered by facsimile or e-mail transmission, with a copy delivered by the method specified in item (i) or (ii) above within three (3) days of such facsimile or e-mail transmission, addressed to the following addresses:

If to METRO: 211 N. Broadway, Suite 700,
St. Louis, MO 63102
Attn: Mr. Timothy Nittler

If to COUNTY: 1415 North Belt West
Belleville, IL 62226-5999
Attn: Mr. Norman Etling, County Engineer

If to ILAW: 100 N. Waterworks Drive
Belleville, IL 62223
Attn: Mr. Michael Gregg

or at such other address or facsimile number or e-mail address as may be specified from time to time in writing. In the case of notices sent by facsimile or e-mail, notice shall be deemed to have been given at the time of receipt set forth on the confirmation generated by the transmitting facsimile machine or shown on the computer the e-mail was sent from showing delivery was successful. In the case of notices sent by registered or certified mail, return receipt requested, notice shall be deemed to have been given on the date of the postmark. In all other cases, notices shall be deemed to have been given on the date of delivery or the date of attempted delivery if delivery is refused or cannot be effected because a representative of the notice addressee was not available at the specified address to receive such notice.

8. **Entire Agreement**. This Agreement, together with all Exhibits attached hereto, constitutes the entire understanding and agreement between the Parties, and supersedes any and all prior agreements, arrangements and understandings, whether written or oral, between the parties hereto regarding the subject matter contained herein.

9. **Time of the Essence**. Time is of the essence in the performance of the obligations of the Parties.

10. **Further Assurances**. The Parties covenant that, upon the reasonable request of another party, each shall execute, acknowledge and deliver all such assurances, deeds, assignments, transfers, conveyances and other documents and instruments as are reasonably necessary to effect fully the transactions described in this Agreement.

11. **Amendments**. This Agreement may be modified, amended or supplemented only by a writing signed by all Parties hereto.

12. **Discrimination Prohibited**. For the purpose of this Agreement and in directing and completing the Project, the Parties hereby agree to abide by the standards set forth in the FTA's Joint Development Guidance, 72 FR 5788 (2/7/07) regarding non-discrimination, including the following:

a. Language found at 49 CFR 26.7 not to discriminate based on race, color, national origin, or sex;

b. Language found at 49 CFR 27.7; 27.9(b) and 37 not to discriminate based on disability and to compliance with the Americans with Disabilities Act with regard to any improvements constructed; and

c. Language contained in the FTA's Master Agreement, as of October 2011, related to conflicts of interest and debarment and suspension.

13. **Personal Conflicts of Interest**. The Parties shall prohibit their employees, officers, board members, or agents from participating in the selection, award, or administration of a third party contract or sub-agreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award: (a) an employee, officer, board member, or agent; (b) any member of his or her immediate family; (c) his or her partner; or (d) an organization that employs, or intends to employ, any of the above.

14. **Force Majeure**. No party shall be liable for any failure or delay in performing its obligations under this agreement to the extent that such failure or delay is caused by a natural disaster, or act of terrorism, war, pandemic, or similar Acts of God. A party impacted by such an event shall promptly notify all other parties of the nature and expected duration of any failure or delay caused by such an event and its impact on any obligations or duties under this agreement. The affected party shall use all reasonable efforts to mitigate the effects of such an event and resume its obligations under the agreement as soon as practicable.

15. **Counterparts**. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and all of which shall, taken together, constitute the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

| |
|---|
| THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT, d/b/a METRO<br><br>By: _____<br>Taulby Roach, President and CEO |
| ILAW<br><br>ILLINOIS-AMERICAN WATER COMPANY<br><br>By: _____ |

COUNTY

ST. CLAIR COUNTY, ILLINOIS COUNTY

By: _____
Mark Kern, County Board Chairman

**Exhibit A**

**79TH STREET PROPERTY**

**Exhibit B**

**PLANS FOR THE RETAINING WALL REPLACEMENT PROJECT**

**Exhibit C**

**PLANS FOR THE UTILITY RELOCATION WORK**

**Exhibit D**

**ILAW INSURANCE**

**Exhibit E**

**METRO INSURANCE**

ILLINOIS
AMERICAN WATER

# WATER MAIN RELOCATION
# ST. CLAIR AVENUE - METROLINK - 79TH STREET CONNECTION
# ILLINOIS AMERICAN WATER INTERURBAN DISTRICT

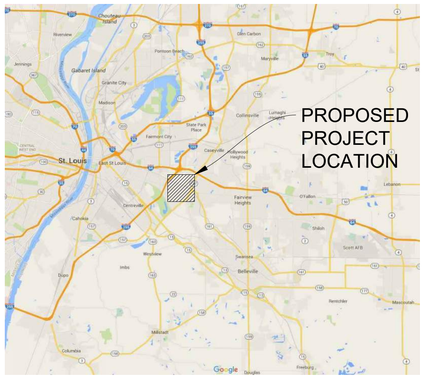
## CONTACTS

CITY OF EAST SAINT LOUIS

TIM LOCKETT, DIRECTOR
PUBLIC WORKS DEPT.
613 N 20TH STREET
EAST ST. LOUIS, IL 62205
PH. 618-482-6743
EMAIL: TLOCKETT@CESL.US

ELECTRIC/GAS: AMEREN IP

TELEPHONE: AT&T




AREA MAP




SITE MAP

## INDEX OF DRAWINGS


| | SHEET | DESCRIPTION |
|---|---|---|
| • | C0.00 | COVER |
| • | C0.10 | GENERAL NOTES & SYMBOLOGY LEGEND |
| • | C1.00 | EXISTING CONDITIONS/REMOVAL PLAN |
| • | C2.00 | PLAN & PROFILE |
| • | C3.00 - C3.03 | DETAILS |
| • | C4.00 - C4.02 | TRAFFIC CONTROL SHEETS |


SIGNATURE DATE
LICENSE #062-067480
LICENSE EXPIRES 11.30.2025
JOSEPH R HEMPHILL, PE, VOLKERT, INC

Call Before You Dig
JULIE
illinois1call.com

OWNER

ILLINOIS
AMERICAN WATER

100 NORTH WATERWORKS DRIVE
BELLEVILLE, ILLINOIS 62223
PHONE: 618.239.3245
WWW.AMWATER.COM
CONTACT: MICHAEL GREGG, PE

ENGINEER/SURVEYOR

VOLKERT

1500 EASTPORT PLAZA DRIVE, SUITE 200
COLLINSVILLE, ILLINOIS 62234
PHONE: 618.345.8918
WWW.VOLKERT.COM
CONTACT: JOSEPH HEMPHILL, PE

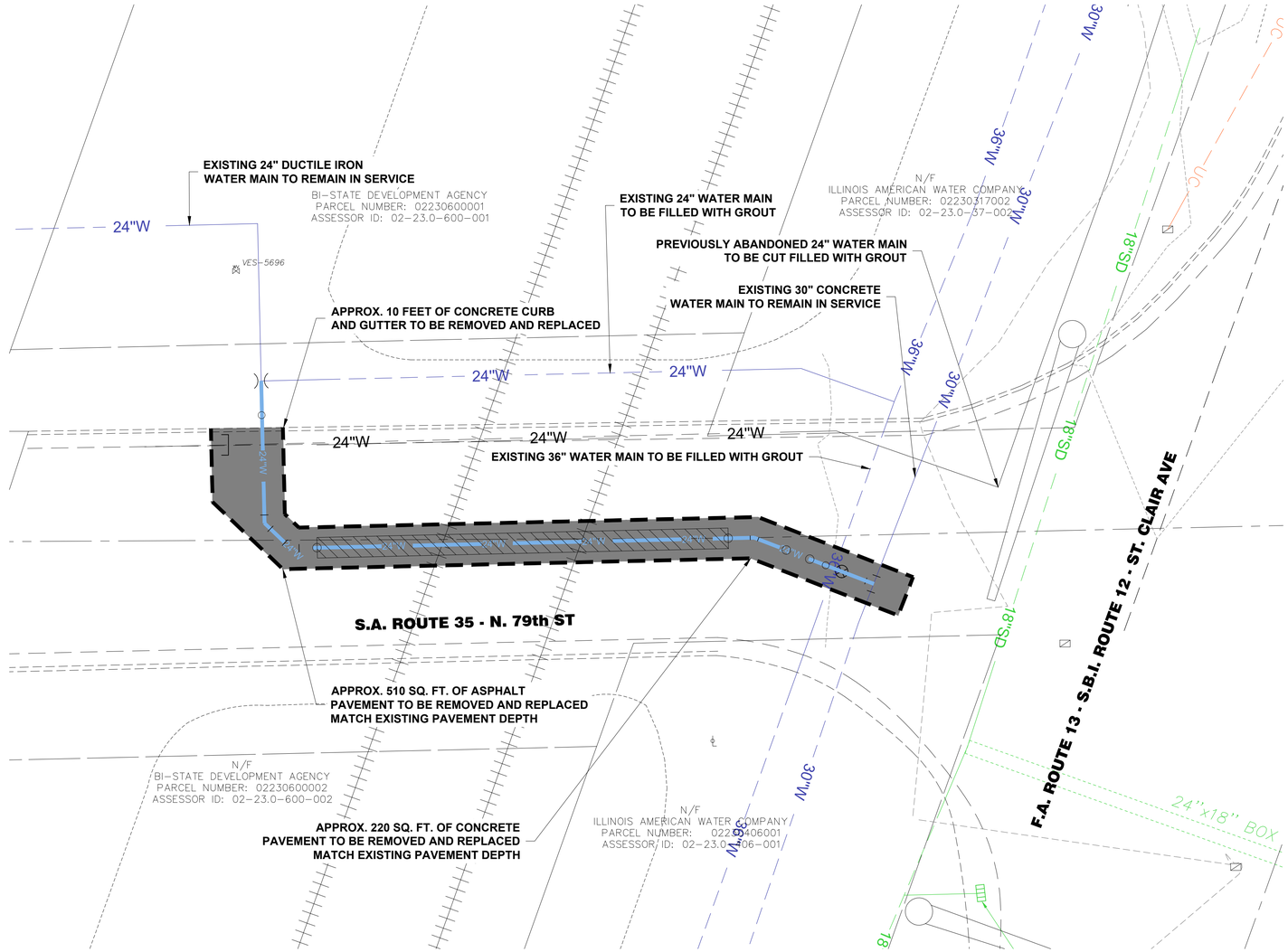
| # | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | 1/30/24 | IEPA SUBMITTAL DOCUMENTS | |

VOLKERT
1500 EASTPORT PLAZA DRIVE, SUITE 200
COLLINSVILLE, ILLINOIS 62234
PHONE: 618.345.8918
CONTACT: JOSEPH HEMPHILL, PE

COVER SHEET
METROLINK - ST. CLAIR AVENUE
TRANSMISSION RELOCATION PROJECT
ILLINOIS AMERICAN WATER COMPANY

ILLINOIS AMERICAN WATER

| | |
|---|---|
| DRAWN BY: | CTR |
| APPROVED BY: | JRH |
| DESIGN PROJ: | METROLINK |
| DATE: | 11-14-2023 |
| DRAWING NO: | C0.00 |
| SHEET NO: | 1 of 11 |




ANY STOPLIGHT DETECTOR LOOPS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY AN IDOT APPROVED ELECTRICAL CONTRACTOR.

LEGEND

LIMITS OF PAVEMENT/ROADWAY REMOVAL.
(ASPHALT, CONCRETE, BRICK, OIL & CHIP)
SAWCUT TO PROVIDE CLEAN EDGE FOR RESTORATION

PROPOSED SAWCUT

0 10 20 30
GRAPHIC SCALE IN FEET

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
illinois1call.com

| # | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | 1/30/24 | IEPA SUBMITTAL DOCUMENTS | |

VOLKERT
1500 EASTPORT PLAZA DRIVE, SUITE 200
COLLINSVILLE, ILLINOIS 62234
PHONE: 618.345.8918
CONTACT: JOSEPH HEMPHILL, PE

# EXISTING CONDITIONS/ REMOVAL PLAN

METROLINK - ST. CLAIR AVENUE
TRANSMISSION RELOCATION PROJECT
ILLINOIS AMERICAN WATER COMPANY

ILLINOIS AMERICAN WATER

| | |
|---|---|
| DRAWN BY: | CTR |
| APPROVED BY: | JRH |
| DESIGN PROJ: | METROLINK |
| DATE: | 11-14-2023 |
| DRAWING NO: | C1.00 |
| SHEET NO: | 3 of 11 |

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS AMERICAN WATER (ILAW) AND THE ST. CLAIR COUNTY HIGHWAY DEPARTMENT (SCCHD), FOR THE REPAIR OF THE METROLINK RETAINING WALL SYSTEM ADJACENT TO 79TH STREET**

**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,*** the retaining wall system at the 79th Street Bridge crossing in East St. Louis has been experiencing distress in recent years; and

***Whereas,*** the Preliminary Engineering Study determined the best solution to fortify the existing wall system, without significantly impacting operations, was to build a new wall system in front of the existing walls; however, during the preliminary engineering phase, several waterlines owned and operated by Illinois American Water (ILAW) were identified to be near the existing and proposed retaining wall system; and

***Whereas,*** in order to construct the new wall system, Metro would need to relocate ILAW water lines under 79th Street, and close the Street for some time in order to do so; therefore, the Agency is now seeking authority to adopt an intergovernmental agreement to gain approval for this work with Illinois American Water (ILAW) and the St. Clair County Highway Department (SCCHD); and

***Whereas,*** it is feasible, necessary and in the public interest for the Board of Commissioners to authorize the President and CEO to negotiate and sign an intergovernmental agreement with Illinois American Water (ILAW) and the St. Clair County Highway Department (SCCHD), for the repair of the MetroLink retaining wall system adjacent to 79th Street, in substantial conformity to the attached draft, and allow the waterline and retaining wall construction to proceed, 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 negotiate and sign an intergovernmental agreement with Illinois American Water (ILAW) and the St. Clair County Highway Department (SCCHD), for the repair of the MetroLink retaining wall system adjacent to 79th Street, in substantial conformity to the attached draft, and allow the waterline and retaining wall construction to proceed, 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 28th day of February, 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**
**February 28, 2025**

| | |
|---|---|
| **From:** | Taulby Roach, President and Chief Executive Officer |
| **Subject:** | **24:1 Transportation Development District** |
| **Disposition:** | Approval |
| **Presentation:** | Taulby Roach, President and CEO<br>John Langa, Vice President – Economic Development<br>Bryan Rogers, Director - Long-Range Planning |

**Objective:**
To request that the Bi-State Development Board of Commissioners authorize BSD to serve as a member of the proposed 24:1 Transportation Development District (**24:1 TDD**). A petition has been filed to establish the 24:1 TDD; BSD is named as a Board member in the petition and would also be allowed to send a staff member to advise the TDD. BSD will be so represented unless BSD objects. Staff recommends that BSD allow the petition to proceed without objection, and that the President and CEO be authorized to sign any subsequent Intergovernmental Agreement (IGA) establishing the 24:1 TDD, should the voters approve it, in a form substantially similar to that described in the petition. A BSD Board member would serve on the TDD Board when needed, and the President could authorize BSD staff to attend as needed.

**Background:**
The 24:1 TDD is a project of 24:1, the community collaborative working for and on behalf of the 24 communities making up the Normandy School District area.

There are 17 north St. Louis County communities comprising the 24:1 TDD. Mayors and leaders from what is now the 24:1 TDD group began meeting in May 2023 (including with BSD) to discuss opportunities to increase funding for transportation improvements related to roadways, with the group creating a road conditions assessment within the project area. The group asked for BSD input given the public transit services provided by Metro and the importance of this service area to St. Louis County, Metro customers and Metro's partners. While the TDD's initial focus will likely be road improvements, the TDD would be authorized to conduct transit projects that could involve BSD.

From May through November 2024, the group conducted community engagement efforts to discuss potential transportation projects and funding. From that, 17 communities each adopted resolutions in support of the 24:1 TDD. The 17 24:1 TDD communities include: Normandy, Greendale, Bellerive Acres, Uplands Park, Pasadena Hills, Vinita Park, Beverly Hills, Norwood Court, Bel-Nor, Pasadena Park, Hanley Hills, Velda Village Hills, Pagedale, Pine Lawn, Velda City, Wellston and Hillsdale.

Per the 17 individual community resolutions and the pleading to the petition, BSD and St. Louis County would also serve on the 24:1 TDD board giving it a membership of 19 entities. MoDOT would also be included, but as an advisory, non-voting member. BSD's voting member would be the highest-ranking BSD Board of Commissioner from Missouri – in lieu of voting, but to retain its 24:1 TDD leadership position, BSD could send a staff member in a non-voting, proxy capacity.

BSD received the petition for the 24:1 TDD on January 3, 2025, and the deadline for responsive pleadings in February 9th. The 24:1 ballot issue will likely occur within the 17 communities on the April 2025 election. BSD may respond to the petition within 30 days, or if BSD makes no objection to the pleading, the initial pleading including BSD on the TDD Board will proceed.

The 24:1 TDD would collect up to a 1% sales tax for up to 40-years to fund transportation projects, including: (1.) maintenance and capital improvement of all streets and roadways within the 24:1 TDD; and, (2.) special transportation projects for the communities within the 24:1, BSD, St. Louis County and/or MoDOT (at this time, there is not a specific set aside within the 24:1 TDD for transit projects, however, 20% of the proposed TDD budget could be used for the special transportation projects).

**Analysis:**
The north St. Louis County area is critically important to BSD's Metro public transit system, and the 24:1 TDD boundary includes multiple bus routes and several MetroLink stations. Given the importance of this area to Metro ridership and service, BSD's leadership and involvement with the 24:1 TDD could prove beneficial to these communities, St. Louis County and the region. Furthermore, the potential for transit projects within the TDD in the future would point toward the need for BSD to participate on the Board as needed.

**Previous Action:**
The Operations Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
The Operations Committee requests that the Board of Commissioners allow the 24:1 TDD petition to proceed without objection, and authorize the President and CEO to sign any subsequent IGA establishing the 24:1 TDD, should the voters approve it. A BSD Board member would be authorized to serve on the Board and a BSD staffer would be appointed to the TDD by the BSD President and CEO.

**Funding Source:**
There are no funding requirements associated with this agenda item.

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IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI
21ST JUDICIAL CIRCUIT

| | | |
|---|---|---|
| IN RE: THE CREATION OF THE 24:1 TRANSPORTATION DEVELOPMENT DISTRICT, | ) | |
| CITY OF NORMANDY, MISSOURI a city, | ) | |
| AND | ) | |
| CITY OF GREENDALE, MISSOURI, a city, | ) | |
| AND | ) | |
| CITY OF BELLERIVE ACRES, MISSOURI, a city, | ) | Cause No. |
| | ) | Division No. |
| AND | ) | |
| VILLAGE OF UPLANDS PARK, MISSOURI, a village, | ) | |
| AND | ) | |
| CITY OF PASADENA HILLS, MISSOURI, a city, | ) | |
| AND | ) | |
| CITY OF VINITA PARK, MISSOURI, a city, | ) | |
| AND | ) | |
| CITY OF BEVERLY HILLS, MISSOURI, a city, | ) | |
| AND | ) | |
| VILLAGE OF NORWOOD COURT, MISSOURI, a village, | ) | |
| AND | ) | |
| CITY OF BEL-NOR, MISSOURI, a city, | ) | |
| AND | ) | |
| PASADENA PARK, MISSOURI, a village, | ) | |

AND )
)
CITY OF HANLEY HILLS, MISSOURI, a city, )
)
AND )
)
CITY OF VELDA VILLAGE HILLS, MISSOURI, a city, )
)
AND )
)
CITY OF PAGEDALE, MISSOURI, a city, )
)
AND )
)
CITY OF PINE LAWN, MISSOURI, a city, )
)
AND )
)
CITY OF VELDA CITY, MISSOURI, a city, )
)
AND )
)
CITY OF WELLSTON, MISSOURI, a city, )
)
AND )
)
VILLAGE OF HILLSDALE, MISSOURI, a village, )
)
)
Petitioners. )
)
v. )
)
ST. LOUIS COUNTY, MISSOURI, )
)
SERVE: Genevieve Frank, County Clerk )
St. Louis County )
41 South Central Avenue )
Clayton, Missouri 63105 )
)
AND )
)
BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT, )
)
)
SERVE: Andrea Jackson-Jennings )
Secretary )
One Metropolitan Square )



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211 North Broadway, Suite 700 )
St. Louis, Missouri 63102 )
)
AND )
)
MISSOURI HIGHWAYS AND )
TRANSPORTATION COMMISSION, )
)
SERVE: Pamela Harlan, Secretary )
Missouri Highways and )
Transportation Commission )
105 West Capitol Avenue )
Jefferson City, Missouri 65102 )
)
Respondents. )

PETITION FOR THE CREATION OF A
TRANSPORTATION DEVELOPMENT DISTRICT

COME NOW Petitioners (as herein defined), pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the ***"Act"***), and petition this Circuit Court of the County of St. Louis, Missouri (this ***"Court"***) for the purpose of creating a transportation development district to be known as the 24:1 Transportation Development District (the ***"District"***), and in support thereof state as follows:

**THE PARTIES**

1. Petitioner City of Normandy, Missouri (***"Normandy"***), acting by and through its City Council, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

2. Petitioner City of Greendale, Missouri ("***Greendale***") acting by and through its Board of Aldermen, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

3. Petitioner City of Bellerive Acres, Missouri ("***Bellerive Acres***") acting by and through its City Council, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

4. Petitioner Village of Uplands Park, Missouri ("***Uplands Park***") acting by and through its

Board of Trustees, is a "village" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

5. Petitioner City of Pasadena Hills, Missouri ("***Pasadena Hills***") acting by and through its governing body, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

6. Petitioner City of Vinita Park, Missouri ("***Vinita Park***") acting by and through its Board of Aldermen, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

7. Petitioner City of Beverly Hills, Missouri ("***Beverly Hills***") acting by and through its Board of Aldermen, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

8. Petitioner Village of Norwood Court, Missouri ("***Norwood Court***") acting by and through its Board of Trustees, is a "village" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

9. Petitioner City of Bel-Nor, Missouri ("***Bel-Nor***") acting by and through its Board of Aldermen, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

10. Petitioner Village of Pasadena Park, Missouri ("***Pasadena Park***") acting by and through its Board of Trustees, is a "village" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

11. Petitioner Village of Hanley Hills, Missouri ("***Hanley Hills***") acting by and through its Board of Trustees, is a "village" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

12. Petitioner City of Velda Village Hills, Missouri ("***Velda Village Hills***") acting by and through its Board of Aldermen, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the



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Act.

13. Petitioner City of Pagedale, Missouri ("***Pagedale***") acting by and through its Board of Aldermen, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

14. Petitioner City of Pine Lawn, Missouri ("***Pine Lawn***") acting by and through its Board of Aldermen, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

15. Petitioner City of Wellston, Missouri ("***Wellston***") acting by and through its City Council, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

16. Petitioner City of Velda City, Missouri ("***Velda City***") acting by and through its Board of Aldermen, is a "city" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

17. Petitioner Village of Hillsdale, Missouri ("***Hillsdale***" together with Normandy, Greendale, Bellerive Acres, Uplands Park, Pasadena Hills, Vinita Park, Beverly Hills, Norwood Court, Bel-Nor, Pasadena Park, Hanley Hills, Velda Village Hills, Pagedale, Pine Lawn, Wellston, and Velda City, collectively, the "***Petitioners***") acting by and through its Board of Trustees, is a "village" and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and is acting in its official capacity pursuant to Section 238.207.5 of the Act.

18. Respondent Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("***Bi-State***") is an interstate compact agency and a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act.

19. Respondent St. Louis County, Missouri (the "***County***") is a home rule charter county of the first classification, and is a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act.

20. Respondent Missouri Highways and Transportation Commission (***"MHTC"***) is the



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constitutional authority responsible for constructing and maintaining the highway system of the State of Missouri, and is a necessary party under Section 238.207.5(3)(c) of the Act.

**BACKGROUND**

21. The governing body of each Petitioner has approved a resolution, each set forth on **Exhibit E**, attached hereto and incorporated herein by reference, calling for the joint establishment of the District pursuant to Section 238.207.5 of the Act to fund, promote, plan, design, construct, improve, maintain, and operate the Transportation Project (as herein defined).

22. If the District is created, the Petitioners and the District will enter into a cooperation agreement whereby the Petitioners and the District will further determine the scope of the Transportation Project and the equitable allocation of the proposed District's sales tax revenues to fund the Transportation Project, which cooperation agreement shall incorporate the principal terms of the term sheet set forth as **Exhibit D**, attached hereto and incorporated herein by reference (the ***"Term Sheet"***).

**PETITION REQUIREMENTS**

23. Petitioners desire to create the proposed District for the sole purpose of funding, promoting, planning, designing, constructing, improving, maintaining and operating one or more "projects" within the meaning of Section 238.202.1(5) of the Act or assisting in such activity (the ***"Transportation Project"***), which Transportation Project is as described on **Exhibit A**, attached hereto and incorporated herein by reference.

24. The name of each local transportation authority within the proposed District is as follows: Normandy, Greendale, Bellerive Acres, Uplands Park, Pasadena Hills, Vinita Park, Beverly Hills, Norwood Court, Bel-Nor, Pasadena Park, Hanley Hills, Velda Village Hills, Pagedale, Pine Lawn, Wellston, Velda City, Hillsdale, Bi-State, and County.

25. Pursuant to Section 238.207.5 of the Act, the Petitioners have each adopted resolutions calling for the joint establishment of the proposed District and, as such, the governing body of any Petitioner may file this Petition for the Creation of a Transportation Development District (this ***"Petition"***).



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26. The name and address of each respondent is as follows:

a. Bi-State Development Agency of the Missouri-Illinois Metropolitan District
One Metropolitan Square
211 North Broadway, Suite 700
St. Louis, Missouri 63102

b. Missouri Highways and Transportation Commission
105 West Capitol Avenue
Jefferson City, Missouri, 65102

c. St. Louis County, Missouri
41 South Central Avenue
Clayton, Missouri 63105

27. A specific description of the proposed boundaries of the proposed District is set forth on **Exhibit B**, attached hereto and incorporated herein by reference, and a map illustrating such boundaries is set forth on **Exhibit C**, attached hereto and incorporated herein by reference.

28. The proposed District is contiguous within the meaning of Section 238.207.5(2) of the Act.

29. Petitioners propose that the Transportation Project be undertaken by the proposed District. A general description of the Transportation Project is set forth on **Exhibit A**, attached hereto and incorporated herein by reference. The approximate location of the Transportation Project is as follows: within or adjacent to the municipal boundaries of the City of Normandy, City of Greendale, City of Bellerive Acres, Village of Uplands Park, City of Pasadena Hills, City of Vinita Park, City of Beverly Hills, Village of Norwood Court, City of Bel-Nor, Village of Pasadena Park, Village of Hanley Hills, City of Velda Village Hills, City of Pagedale, City of Pine Lawn, City of Wellston, City of Velda City, and Village of Hillsdale, all located in the State of Missouri and which are as described on **Exhibit B**, attached hereto and incorporated herein by reference, and as illustrated on **Exhibit C**, attached hereto and incorporated herein by reference.

30. The name of the proposed District will be 24:1 Transportation Development District.

31. The board of directors of the proposed District will be composed of nineteen members, which shall consist of the presiding officers of each Petitioner and the presiding officers of Bi-State and the County.

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32. The terms of office of each presiding officer serving as director of the proposed District shall coincide with the terms of office of such presiding officer and, upon the assumption of office of a new presiding officer, such individual shall automatically succeed his predecessor as a member of the board of directors of the proposed District. Upon the removal, resignation or disqualification of such person, the governing body designating such person shall designate a successor director.

33. MHTC may appoint one or more advisors to the board of directors of the proposed District as provided in Section 238.220.4 of the Act.

34. To the extent that the County will assume maintenance of any portion of the Transportation Project, the County may appoint one or more advisors to the board of directors of the proposed District as provided in Section 238.220.5 of the Act.

35. To the extent that Bi-State will assume maintenance of any portion of the Transportation Project, Bi-State may appoint one or more advisors to the board of directors of the proposed District as provided in Section 238.220.5 of the Act.

36. The Transportation Project will be funded initially through the imposition of a transportation development district sales tax (the *"**Sales Tax**"*) pursuant to Section 238.236 of the Act. Pursuant to the Act, the proposed District may impose the Sales Tax upon approval of the qualified voters within the proposed District at a rate of one-eighth of one percent, one-fourth of one percent, three-eighths of one percent, one-half of one percent or one percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the proposed District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended. The Petitioners desire to seek the approval of the qualified voters of the imposition of the Sales Tax at a rate not to exceed one percent (1%) for a period up to 40 years to (a) pay the costs of the Transportation Project; (b) reimburse the Petitioners for the costs of filing and defending this Petition as authorized by Section 238.217 of the Act; and (c) to pay the proposed District's reasonable and actual cost of administering, collecting, enforcing and operating the proposed District, including without limitation costs incurred pursuant to Sections 238.222, 238.252, 238.255 and

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238.272 of the Act.

37. The proposed District shall not be an undue burden on any owner of property within the proposed District and is not unjust or unreasonable.

38. Pursuant to Section 238.212 of the Act, this Court's Circuit Clerk shall give notice to the public by causing one or more newspapers of general circulation serving the County or portions thereof contained in the proposed District to publish once a week for four consecutive weeks a notice in substantially the form as provided in Section 238.212 of the Act.

39. Petitioners desire that the Court also order a public hearing on the question of the creation and funding of the proposed District under such terms and conditions as the Court deems appropriate and that notice of such public hearing be given in the notice specified in Section 238.212.1 of the Act.

WHEREFORE, the Petitioners request that this Court enter a judgment and decree pursuant to the Act as follows:

A. Finding and certifying that the Petition is not legally defective and that the respondents have been duly served with process in this action;

B. Finding and certifying that the proposed District is contiguous;

C. Finding and certifying that the proposed District is not an undue burden on any owner of property within the proposed District and is not unjust or unreasonable;

D. Finding and certifying that the proposed District, the development of the proposed Transportation Project and the proposed funding method are neither illegal nor unconstitutional;

E. Ordering that a notice in substantially the form provided in Section 238.212.1 of the Act be published once a week for four consecutive weeks in one or more newspapers of general circulation serving the County or the portion thereof contained in the proposed District;

F. Ordering that a public hearing on the question of the creation and funding of the proposed District be held under such terms and conditions as this Court deems appropriate and that notice of such public hearing be given in the notice specified in Section 238.212.1 of the Act;

G. Certifying a single question regarding creation of the proposed District, development of the proposed Transportation Project and proposed funding of the Sales Tax for qualified voter approval pursuant to Section 283.210.2 of the Act, which single question shall be in substantially the form provided in Section 238.215.3 of the Act; and

H. Calling for the single question to appear on the ballot at an election pursuant to Section 238.216 of the Act and specifying the next regularly scheduled general, primary or special election day on which the ballot shall appear.

Petitioners further request that this Court make any additional findings and orders and grant such other further relief which this Court deems necessary and proper.

ARMSTRONG TEASDALE LLP

By: */s/ Angela L. Odlum*

Robert D. Klahr #42718
Amy Ryan #49047
Angela L. Odlum #65380
Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
(314) 621-5070
(314) 621-5065 (facsimile)

*Attorneys for Petitioners*



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**EXHIBIT A**

**GENERAL DESCRIPTION OF THE TRANSPORTATION PROJECT**

A general description of the Transportation Project is as follows:

**Transportation Project**

Fund, promote, plan, design, construct, improve, maintain, and operate one or more "projects" (as defined in the Act) or to assist in such activity including, but not limited to, (i) maintenance and capital improvement of all streets and roadways within the City of Normandy, City of Greendale, City of Bellerive Acres, Village of Uplands Park, City of Pasadena Hills, City of Vinita Park, City of Beverly Hills, Village of Norwood Court, City of Bel-Nor, Village of Pasadena Park, Village of Hanley Hills, City of Velda Village Hills, City of Pagedale, City of Pine Lawn, City of Wellston, City of Velda City, and Village of Hillsdale, all located in the State of Missouri; and (ii) special projects that qualify as a project within the meaning of the Act and that involve one or more transportation authorities and that are intended for dedication and/or future maintenance to one or more of the participating municipalities, Bi-State, County, or the MHTC.

## EXHIBIT B

## SPECIFIC DESCRIPTION OF THE PROPOSED DISTRICT BOUNDARIES

The municipal boundaries of the City of Normandy, City of Greendale, City of Bellerive Acres, Village of Uplands Park, City of Pasadena Hills, City of Vinita Park, City of Beverly Hills, Village of Norwood Court, City of Bel-Nor, Village of Pasadena Park, Village of Hanley Hills, City of Velda Village Hills, City of Pagedale, City of Pine Lawn, City of Wellston, City of Velda City, and Village of Hillsdale, all located in the State of Missouri, as of March 1, 2024.

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**EXHIBIT C**

**MAP DEPICTING BOUNDARIES OF THE PROPOSED DISTRICT**

The boundaries of the proposed District are outlined as shown on the map below.

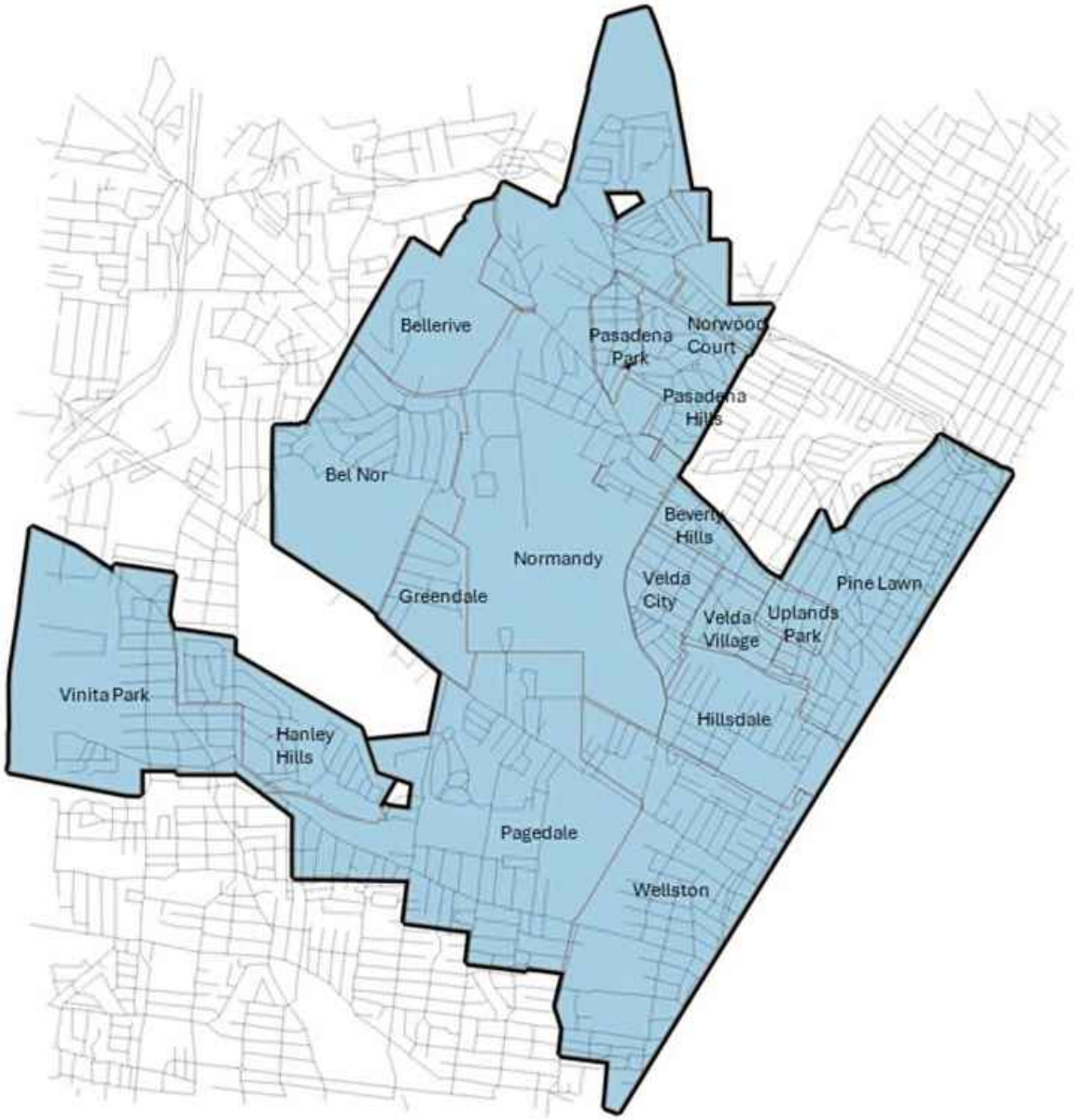


**EXHIBIT D**

**TERM SHEET**

(Attached hereto.)

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**Term Sheet**

***Re: 24:1 Transportation Development District***

This Term Sheet is intended to summarize the principal terms of a proposal being considered by 17 municipalities (City of Normandy, City of Greendale, City of Bellerive Acres, Village of Uplands Park, City of Pasadena Hills, City of Vinita Park, City of Beverly Hills, Village of Norwood Court, City of Bel-Nor, Village of Pasadena Park, Village of Hanley Hills, City of Velda Village Hills, City of Pagedale, City of Pine Lawn, City of Wellston, City of Velda City, and Village of Hillsdale, all located in the State of Missouri) regarding the creation of a multi-jurisdictional transportation development district, to be known as the "24:1 Transportation Development District" ("**District**").

## I. The Project

- District boundaries will include all property within the participating municipalities.
- The District will be governed by a 19-member Board of Directors comprised of the presiding officer of each participating municipality, plus the presiding officer of all other affected local transportation authorities (St. Louis County and Bi-State Development). A District Administrator shall be chosen by the Board of Directors through an agreed upon process for the purpose of managing operational duties.
- The District will aim to fund, promote, plan, design, construct, improve, maintain, and operate one or more projects or to assist in such activity, including, but not limited to, (i) maintenance and capital improvement of all streets and roadways within the boundaries of the participating municipalities ("**Municipal Projects**"); and (ii) special projects involving one or more participating transportation authorities ("**Special Projects**" and, together with Municipal Projects, the "**Projects**").
- The Projects will be funded through the imposition of a transportation development district sales tax (the "**Sales Tax**") within the boundaries of the District pursuant to Section 238.236 of the Missouri Transportation Development District Act (the "**Act**").
- Pursuant to the Act, the District will impose the Sales Tax upon approval of the qualified voters within the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended.
- The District will seek the approval of the qualified voters of the imposition of the Sales Tax at a rate not to exceed one percent (1%) for a period up to 40 years to (a) pay the costs of the Projects; (b) reimburse the participating municipalities for the costs of filing a petition to create the District ("**Formation Costs**"); and (c) pay the District's reasonable and actual cost of administering, collecting, enforcing and operating the District, including without limitation costs incurred pursuant to Sections 238.222 (cost of any employees), 238.252 (cost of employees or contractors), 238.255 (cost of insurance) and 238.272 (cost of annual audit) of the Act (collectively "**Administrative Costs**").

## II. Municipal Projects

- To fund Municipal Projects, the Board of Directors will adopt an annual budget, identify costs, and distribute/reimburse funds to each municipality annually based upon the

following local street miles within the municipality, excluding any rights of way of the Missouri Department of Transportation or St. Louis County Department of Transportation:

| Municipality | Local Street Miles within Municipality | Percentage of Local Street Miles within the Proposed District |
|---|---|---|
| **Bellerive Acres** | 19,270 | 4% |
| **Bel-Nor** | 42,770 | 8% |
| **Beverly Hills** | 9,515 | 2% |
| **Greendale** | 10,574 | 2% |
| **Hanley Hills** | 34,160 | 6% |
| **Hillsdale** | 24,222 | 4% |
| **Normandy** | 86,104 | 16% |
| **Norwood Court** | 11,911 | 2% |
| **Pagedale** | 55,013 | 10% |
| **Pasadena Hills** | 27,953 | 5% |
| **Pasadena Park** | 10,369 | 2% |
| **Pine Lawn** | 62,488 | 11% |
| **Uplands Park** | 6,546 | 1% |
| **Velda City** | 20,071 | 4% |
| **Velda Village Hills** | 16,057 | 3% |
| **Vinita Park** | 37,991 | 7% |
| **Wellston** | 71,044 | 13% |

- The Board of Directors will be responsible for the ongoing allocation of funds and shall require that each participating municipality provide sufficient evidence of eligible costs of its Municipal Projects to receive its allocation. Such allocation may be a direct payment to an applicable contractor undertaking all or any portion of the Municipal Projects for a participating municipality, or such allocation may be a reimbursement to the participating municipality upon evidence that such cost has been incurred and paid within the current fiscal year of the District.
- The Board of Directors will budget at least 80% and up to 100% of its annual expenses (after payment of Formation Costs and Administrative Costs) on an annual basis to the costs of Municipal Projects.
- The Board of Directors will use best efforts to ensure 80 to 85% of total expenses (after payment of Formation Costs and Administrative Costs) are allocated to the Municipal Projects over each 10-year period commencing upon the initial fiscal year of the District in which the Sales Tax becomes effective.

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## III. Special Projects

- **Funding of Special Projects**. The Board of Directors of the District will maintain a separate account for Special Project funds. The Board of Directors will budget up to 20% of its annual expenses (after payment of Formation Costs and Administrative Costs) on an annual basis to the costs of Special Projects. The Board of Directors will use best efforts to ensure 10 to 15% of total expenses (after payment of Formation Costs and Administrative Costs) are allocated to Special Projects over each 10-year period commencing upon the initial fiscal year of the District in which the Sales Tax becomes effective.
- **Debt Instruments**. The issuance of revenue bonds shall be capped at 20% of District revenue (after the payment of Formation Costs and Administrative Costs).
- **Equality of Distribution**. For Special Projects involving one or more transportation authorities, the District will aim to ensure equality in distribution of the Sales Tax funds in the following ways:
    - Use best efforts to approve Special Project funding to all participating municipalities over each 10-year period.
    - Prioritize the distribution of Special Project funding based on the following: (i) scope of municipal benefit (e.g. number of participating municipalities applying for or total population benefited by the proposed Special Projects, etc.); (ii) use of funds to leverage matching funds (e.g. funds from Bi-State, St. Louis County, State of Missouri, federal government, private foundation, etc.); and (iii) whether the municipality has received prior funding for a Special Project in current 10-year period.
    - Use best efforts to determine which municipalities have not received funding in each 10-year period and prioritize these applicants through the end of 10-year period until funds received.
- **Application of funds**. One or more participating municipalities will apply for Special Project fund disbursement/reimbursement through an application to the Board of Directors. The Board of Directors and any administrator that it may engage will be responsible for review, analysis and approval of funding for each application, as well as ongoing allocation of Special Project funds.
- **Supermajority Requirement**. From time to time, as deemed reasonably necessary (but no less than quarterly), the Board of Directors shall call a meeting to review, analyze and vote on Special Project funding applications. The Board of Directors shall consider equality of distribution in its analysis and discussion during such meetings. A quorum of 67% (no less than 13 presiding officers) will be required to hold a vote on any funding applications. Final approval of Special Project funding will be determined by a supermajority of the votes (67%) cast by the Board of Directors members present at the meeting and entitled to vote thereon.

## IV. Formation Costs and Administrative Costs

- As indicated above, the District will apply the Sales Tax revenues to (a) pay the costs of the Projects; (b) reimburse the participating municipalities for its Formation Costs; and (c) pay the District's Administrative Costs.
- The District's Formation Costs will be reimbursed during the first fiscal year of the District in which the Sales Tax becomes effective and such Formation Costs will not exceed $100,000.00 as determined by the Board of Directors.
- The District's Administrative Costs will be paid on an annual basis and will not exceed 15% of the total amount of Sales Tax revenues received in such fiscal year.

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**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AUTHORIZING THE AGENCY TO CONSENT TO ALLOWING THE 24:1 TRANSPORTATION DEVELOPMENT DISTRICT PETITION TO PROCEED WITHOUT OBJECTION, AND AUTHORIZING THE PRESIDENT AND CEO TO SIGN ANY SUBSEQUENT INTERGOVERNMENTAL AGREEMENTS ESTABLISHING THE 24:1 TRANSPORTATION DEVELOPMENT DISTRICT, SHOULD IT BE APPROVED BY THE VOTERS**

**PREAMBLES:**

***Whereas***, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District *("Agency")* is a body corporate and politic, created by an interstate compact *("Compact")* between the states of Missouri and Illinois, acting by and through its Board of Commissioners *("Board");* and

***Whereas***, the Agency is authorized under Article III of the Compact to perform all functions necessary and incidental to its powers and authority, including the establishment of Board by-laws and Board policies; and

***Whereas***, the 24:1 Transportation Development District (TDD) is a project of 24:1, the community collaborative working for and on behalf of the 24 communities making up the Normandy School District area, and there are 17 north St. Louis County communities comprising the 24:1 TDD, including Normandy, Greendale, Bellerive Acres, Uplands Park, Pasadena Hills, Vinita Park, Beverly Hills, Norwood Court, Bel-Nor, Pasadena Park, Hanley Hills, Velda Village Hills, Pagedale, Pine Lawn, Velda City, Wellston and Hillsdale ; and

***Whereas***, Mayors and leaders from what is now the 24:1 TDD group began meeting in May 2023 (including with BSD) to discuss opportunities to increase funding for transportation improvements related to roadways, with the group creating a road conditions assessment within the project area, and the group asked for BSD input given the public transit services provided by Metro and the importance of this service area to St. Louis County, Metro customers and Metro's partners; and

***Whereas***, per the 17 individual community resolutions and the pleading to the petition, BSD and St. Louis County would also serve on the 24:1 TDD board giving it a membership of 19 entities, and MoDOT would be included, but as an advisory, non-voting member; and

***Whereas***, the Agency received the petition for the 24:1 TDD on January 3, 2025, and the deadline for responsive pleadings in February 9th, and BSD may respond to the petition within 30 days, or if BSD makes no objection to the pleading, the initial pleading including BSD on the TDD Board will proceed; and

***Whereas***, the 24:1 ballot issue will likely occur within the 17 communities on the April 2025 election; and

***Whereas***, the 24:1 TDD would collect up to a 1% sales tax for up to 40-years to fund transportation projects, including: (1) maintenance and capital improvement of all streets and roadways within the 24:1 TDD; and, (2) special transportation projects for the communities within the 24:1, BSD, St. Louis County and/or MoDOT (at this time, there is not a specific set aside within the 24:1 TDD for

transit projects, however, 20% of the proposed TDD budget could be used for the special transportation projects); and

***Whereas***, the north St. Louis County area is critically important to BSD's Metro public transit system, and the 24:1 TDD boundary includes multiple bus routes and several MetroLink stations; and

***Whereas***, given the importance of this area to Metro ridership and service, BSD's leadership and involvement with the 24:1 TDD could prove beneficial to these communities, St. Louis County and the region; and

***Whereas***, it is feasible, necessary and in the public interest of the Agency for the Board of Commissioners to allow the 24:1 TDD petition to proceed without objection, and authorize the President and CEO to sign any subsequent IGA establishing the 24:1 TDD, should the voters approve it.

**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 I.

Section 2. Approval of Agency to Allow the Transportation Development District Petition to Proceed. The Board of Commissioners hereby allows the 24:1 TDD petition to proceed without objection, and authorizes the President and CEO to sign any subsequent IGA establishing the 24:1 TDD, should the voters approve it.

Section 3. Actions of Officers Authorized. The officers of the Agency, including without limitation the President & CEO and the Vice President of Economic Development are hereby authorized to take such actions as they may deem advisable in order to carry out and perform the purposes of this Resolution.

Section 4. Severability. It is hereby declared to be the intention of the Board 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 intends to adopt each part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution 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 the valid portions, standing alone, are incomplete and are therefore 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's officers and employees and employees or agents of the 24:1 Transportation Development District (TDD).

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, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8. 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 28th day of February, 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**
**February 28, 2025**

**From:** Taulby Roach, President and Chief Executive Officer
**Subject:** **Board Policies, Chapter 20, Section 20.030 – Chief Legal Counsel and Deputy Secretary of the Agency**
**Disposition:** Approval
**Presentation:** Greg Linhares, Chief Legal Counsel

**Objective:**
To present to the Board of Commissioners for approval, a request to incorporate a revision to the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Chapter 20, Section 20.030 - Chief Legal Counsel and Deputy Secretary of the Agency.

**Background:**
A comprehensive review of the Collected Board Policies of the Bi-State Development Agency was approved at the April 19, 2024, Board of Commissioners meeting. This review was conducted to comport with current Board practices related to remote meetings, eliminate duplicative references to various positions that are described elsewhere in Board Policies, and codify current committee practices of the Board. At that time, the duties of the Deputy Secretary were found in multiple sections of the Board Policies, and these duties were combined under Chapter 20 of the revised Policies. It was recently noted that a provision that allows for the Board of Commissioners to approve "Assistant Secretaries" to the Deputy Secretary, was inadvertently omitted. At this time, the following section is presented for consideration, as an addition to the Board Policies:

- Section 20.030. Chief Legal Counsel and Deputy Secretary of the Agency
  C. Deputy Secretary of the Agency
    5. The Deputy Secretary of the Agency may recommend, for approval by the Board of Commissioners, one or more Assistant Secretaries, with the authority and duties of the Deputy Secretary, in the absence or inability to act as the Deputy Secretary.

It should be noted that Shirley Bryant-Taylor, Corporate Legal Department Manager, and Myra Bennett, Manager of Board Administration, currently serve as Assistant Secretaries, in the absence of the Deputy Secretary.

**Previous Action:**
The Audit, Finance and Administration Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
It is requested that the Board of Commissioners approve a request to incorporate a revision to the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Chapter 20, Section 20.030, as noted above and as shown in the Attachments. In addition, it is requested that the Chair of the Board of Commissioners designate

that the proposed revision to Board Policies, Chapter 20, Section 20.030 - Chief Legal Counsel and Deputy Secretary of the Agency, 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 February 28, 2025.

**Attachments:**

- Attachment 1 – Current Chapter 20, Section 20.030
- Attachment 2 – Redlined – Proposed Chapter 20, Section 20.030
- Attachment 3 – Clean Copy – Proposed Chapter 20, Section 20.030

**Section 20.030. Chief Legal Counsel and Deputy Secretary of the Agency. [Revised 11-29-2023]**

A. Agency Chief Legal Counsel. The individual or law firm serving as Chief Legal Counsel shall be selected by and shall report to the President & CEO. If the Chief Legal Counsel is an individual, the President & CEO shall annually review the performance of the Chief Legal Counsel and establish the salary of the Chief Legal Counsel, which shall be included in the budget of the Agency approved by the Board of Commissioners. The Chief Legal Counsel shall be the Agency's attorney and counselor at law and shall: **[Revised 6-27-2008; 11-29-2023]**

1. Have charge of and conduct all of the civil law business of the Agency, its departments, divisions, offices, officers, boards and commissions.

2. Institute, in the name of and on behalf of the Agency, all civil suits and other proceedings, at law or in equity necessary to protect the rights and interests of the Agency and enforce any and all rights, interests or claims against any and all persons, firms or corporations in whatever court or jurisdiction such action may be necessary and may also appear and interplead, answer or defend, in any proceeding or tribunal in which the Agency's interests are involved.

3. Prepare, or approve as to form, all leases, deeds, contracts, bonds, rules, regulations, resolutions, drafts of legislation and other instruments prior to the execution by the Agency.

4. Attend meetings of the Board of Commissioners and Committees of the Agency.

5. Upon request, furnish legal advice and opinions to the Board of Commissioners, the President & CEO, Department Heads, Agency officials, and to Agency committees, respecting Agency business.

6. Keep advised of civil and litigation matters of the Agency handled by special legal counsel.

B. Agency Special Counsel. The Board of Commissioners may retain law firms or attorneys to represent the Agency, from time to time, as Special Counsel in specialty legal areas. The utilization of such Special Counsel to assist the Agency on particular matters shall be under the direction of the Chief Legal Counsel. The Chief Legal Counsel shall establish procedures to coordinate the delivery of legal services of Special Counsel and to assure that the Agency's President & CEO is informed with respect to Agency legal matters handled by Special Counsel such that the legal rights and interests of the Agency are protected. **[Revised 11-29-2023]**

C. Deputy Secretary of the Agency. The Chief Legal Counsel shall also serve as Deputy Secretary of the Agency. The Deputy Secretary of the Agency shall: **[Revised 9-26-2003; 11-29-2023; 4-19-2024]**

1. Transcribe all of the proceedings of all meetings of the Board and its Committees and keep a journal of all proceedings of the Board in which journal the votes of ayes and nays of the Board shall be entered.

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2. Attest all contracts and papers and minutes of the Board and shall affix the Agency seal thereto when ordered to do so by the Board.

3. The Deputy Secretary of the Agency shall maintain the Agency By-laws, Collected Policies, and all official records of the Agency.

4. The Deputy Secretary shall receive all communications sent to the Board and shall present all communications received to the Board.

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**Section 20.030. Chief Legal Counsel and Deputy Secretary of the Agency. [Revised 11-29-2023]**

A. Agency Chief Legal Counsel. The individual or law firm serving as Chief Legal Counsel shall be selected by and shall report to the President & CEO. If the Chief Legal Counsel is an individual, the President & CEO shall annually review the performance of the Chief Legal Counsel and establish the salary of the Chief Legal Counsel, which shall be included in the budget of the Agency approved by the Board of Commissioners. The Chief Legal Counsel shall be the Agency's attorney and counselor at law and shall: **[Revised 6-27-2008; 11-29-2023]**

1. Have charge of and conduct all of the civil law business of the Agency, its departments, divisions, offices, officers, boards and commissions.

2. Institute, in the name of and on behalf of the Agency, all civil suits and other proceedings, at law or in equity necessary to protect the rights and interests of the Agency and enforce any and all rights, interests or claims against any and all persons, firms or corporations in whatever court or jurisdiction such action may be necessary and may also appear and interplead, answer or defend, in any proceeding or tribunal in which the Agency's interests are involved.

3. Prepare, or approve as to form, all leases, deeds, contracts, bonds, rules, regulations, resolutions, drafts of legislation and other instruments prior to the execution by the Agency.

4. Attend meetings of the Board of Commissioners and Committees of the Agency.

5. Upon request, furnish legal advice and opinions to the Board of Commissioners, the President & CEO, Department Heads, Agency officials, and to Agency committees, respecting Agency business.

6. Keep advised of civil and litigation matters of the Agency handled by special legal counsel.

B. Agency Special Counsel. The Board of Commissioners may retain law firms or attorneys to represent the Agency, from time to time, as Special Counsel in specialty legal areas. The utilization of such Special Counsel to assist the Agency on particular matters shall be under the direction of the Chief Legal Counsel. The Chief Legal Counsel shall establish procedures to coordinate the delivery of legal services of Special Counsel and to assure that the Agency's President & CEO is informed with respect to Agency legal matters handled by Special Counsel such that the legal rights and interests of the Agency are protected. **[Revised 11-29-2023]**

C. Deputy Secretary of the Agency. The Chief Legal Counsel shall also serve as Deputy Secretary of the Agency. The Deputy Secretary of the Agency shall: **[Revised 9-26-2003; 11-29-2023; 4-19-2024; 2-28-2025]**

1. Transcribe all of the proceedings of all meetings of the Board and its Committees and keep a journal of all proceedings of the Board in which journal the votes of ayes and nays of the Board shall be entered.

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2. Attest all contracts and papers and minutes of the Board and shall affix the Agency seal thereto when ordered to do so by the Board.

3. The Deputy Secretary of the Agency shall maintain the Agency By-laws, Collected Policies, and all official records of the Agency.

4. The Deputy Secretary shall receive all communications sent to the Board and shall present all communications received to the Board.

~~4.~~5. The Deputy Secretary of the Agency may recommend, for approval by the Board of Commissioners, one or more Assistant Secretaries, with the authority and duties of the Deputy Secretary, in the absence or inability to act as the Deputy Secretary.

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**Section 20.030. Chief Legal Counsel and Deputy Secretary of the Agency. [Revised 11-29-2023]**

A. Agency Chief Legal Counsel. The individual or law firm serving as Chief Legal Counsel shall be selected by and shall report to the President & CEO. If the Chief Legal Counsel is an individual, the President & CEO shall annually review the performance of the Chief Legal Counsel and establish the salary of the Chief Legal Counsel, which shall be included in the budget of the Agency approved by the Board of Commissioners. The Chief Legal Counsel shall be the Agency's attorney and counselor at law and shall: **[Revised 6-27-2008; 11-29-2023]**

1. Have charge of and conduct all of the civil law business of the Agency, its departments, divisions, offices, officers, boards and commissions.

2. Institute, in the name of and on behalf of the Agency, all civil suits and other proceedings, at law or in equity necessary to protect the rights and interests of the Agency and enforce any and all rights, interests or claims against any and all persons, firms or corporations in whatever court or jurisdiction such action may be necessary and may also appear and interplead, answer or defend, in any proceeding or tribunal in which the Agency's interests are involved.

3. Prepare, or approve as to form, all leases, deeds, contracts, bonds, rules, regulations, resolutions, drafts of legislation and other instruments prior to the execution by the Agency.

4. Attend meetings of the Board of Commissioners and Committees of the Agency.

5. Upon request, furnish legal advice and opinions to the Board of Commissioners, the President & CEO, Department Heads, Agency officials, and to Agency committees, respecting Agency business.

6. Keep advised of civil and litigation matters of the Agency handled by special legal counsel.

B. Agency Special Counsel. The Board of Commissioners may retain law firms or attorneys to represent the Agency, from time to time, as Special Counsel in specialty legal areas. The utilization of such Special Counsel to assist the Agency on particular matters shall be under the direction of the Chief Legal Counsel. The Chief Legal Counsel shall establish procedures to coordinate the delivery of legal services of Special Counsel and to assure that the Agency's President & CEO is informed with respect to Agency legal matters handled by Special Counsel such that the legal rights and interests of the Agency are protected. **[Revised 11-29-2023]**

C. Deputy Secretary of the Agency. The Chief Legal Counsel shall also serve as Deputy Secretary of the Agency. The Deputy Secretary of the Agency shall: **[Revised 9-26-2003; 11-29-2023; 4-19-2024; 2-28-2025]**

1. Transcribe all of the proceedings of all meetings of the Board and its Committees and keep a journal of all proceedings of the Board in which journal the votes of ayes and nays of the Board shall be entered.

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2. Attest all contracts and papers and minutes of the Board and shall affix the Agency seal thereto when ordered to do so by the Board.

3. The Deputy Secretary of the Agency shall maintain the Agency By-laws, Collected Policies, and all official records of the Agency.

4. The Deputy Secretary shall receive all communications sent to the Board and shall present all communications received to the Board.

5. The Deputy Secretary of the Agency may recommend, for approval by the Board of Commissioners, one or more Assistant Secretaries, with the authority and duties of the Deputy Secretary, in the absence or inability to act as the Deputy Secretary.

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**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, CHAPTER 20 – ORGANIZATION, SECTION 20.030 - CHIEF LEGAL COUNSEL AND DEPUTY SECRETARY OF THE AGENCY**

**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,*** in 2024, a comprehensive review of the Collected Board Policies of the Bi-State Development Agency was conducted to comport with current Board practices related to remote meetings, eliminate duplicative references to various positions that are described elsewhere in Board Policies, and codify current committee practices of the Board, and the revisions were approved at the April 19, 2024, Board of Commissioners meeting; and

***Whereas,*** the duties of the Deputy Secretary were found in multiple sections of the Board Policies, and these duties were combined under Chapter 20 - Organization of the revised Policies; and

***Whereas,*** it was recently noted that a provision that allows for the Board of Commissioners to approve "Assistant Secretaries" to the Deputy Secretary, was inadvertently omitted, and at this time, the following section is presented for consideration, as an addition to the Board Policies:

- Section 20.030. Chief Legal Counsel and Deputy Secretary of the Agency
  C. Deputy Secretary of the Agency
  5. The Deputy Secretary of the Agency may recommend, for approval by the Board of Commissioners, one or more Assistant Secretaries, with the authority and duties of the Deputy Secretary, in the absence or inability to act as the Deputy Secretary; and

***Whereas,*** staff has recommended that these revisions be implemented as soon as approved; therefore, requiring the Board to waive tabling the proposed revisions to the Policy as provided in Article VI of the Bylaws, so that they are effective upon Board approval; and

***Whereas,*** it is feasible, necessary and in the public interest for the Board of Commissioners to approve and adopt revisions to Board Policy, Chapter 20 - Organization, Section 20.030, 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, Chapter 20 - Organization, Section 20.030 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 Chapter 20 - Organization. The form of the Chapter 20 – Organization 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 Chapter 20 – Organization revisions, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect the Chapter 20 – Organization 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 28th day of February, 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**
**February 28, 2025**

| | |
|---|---|
| **From:** | Taulby Roach, President and Chief Executive Officer |
| **Subject:** | **Collected Board Policies, Chapter 50 - Purchasing Revisions** |
| **Disposition:** | Approval |
| **Presentation:** | Thomas Curran, Executive Vice President - Administration |

**Objective:**
To present to the Board of Commissioners for approval, a request to incorporate revisions to the *Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Chapter 50, Purchasing*.

**Background:**
Bi-State's Purchasing policy, found in Chapter 50 of the *Collected Board Policies of the Bi-State Development Agency*, was last updated on June 24, 2022. This briefing paper proposes updates to the specific language defining the types of procurement methods, in order to incorporate the vernacular utilized at BSD when referring to these specific procurement types.

**Analysis:**
Chapter 50 currently contains language from 2022, defining the procurement types utilized at BSD, but in language that is not commonly used within the Agency. Procurement proposes leaving the existing language, but adding the common terms used within BSD to add clarity to the Board Policy in Chapter 50.

**Previous Action:**
The Audit, Finance and Administration Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
The Audit, Finance and Administration Committee recommends the Board of Commissioners for approval, a recommendation to incorporate revisions to the *Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Chapter 50*, as shown in the attached proposal. In addition, it is requested that the Chair of the Board of Commissioners designate that the proposed revision to Board Policies, Chapter 50 – Purchasing, 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 February 28, 2025.

**Attachments:**

- Attachment 1 – Current Chapter 50, Purchasing
- Attachment 2 – Redlined – Proposed Chapter 50, Purchasing
- Attachment 3 – Clean Copy – Proposed Chapter 50, Purchasing

# Chapter 50

# PURCHASING

**Section 50.010. Procurement and Contract Administration.**
**Section 50.020. Protests.**
**Section 50.030. Disadvantaged Business Enterprises.**
**Section 50.040. Concessions.**
**Section 50.050. Jefferson National Expansion Memorial Projects.**

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## Section 50.010. Procurement and Contract Administration. [Effective 2-26-1999; revised 8-14-2009]

A. Definitions. **[Revised 8-14-2009]**

CHIEF PROCUREMENT OFFICER — means the Vice President of Procurement, Inventory Management, and Supplier Diversity.

COMPETITIVE BID PROCUREMENT — means a procurement method by which bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

COMPETITIVE NEGOTIATION PROCUREMENT — means a procurement method by which proposals are solicited from a number of qualified sources and the award is made to the responsible bidder or offeror whose proposal is most advantageous to the Agency with price and other factors considered.

DBE PLAN — means the Agency's plan for Disadvantaged Business Enterprises (as defined by federal law).

FAIR MARKET VALUE — means the value of an item as determined by the amount offered by the highest bidder.

INDEPENDENT COST ESTIMATE — means a process whereby the estimated cost of a good or service to be procured is established by Agency staff or Agency representatives prior to the procurement; and the resulting estimate is used to assess the fair and reasonableness of an offered price.

NON-COMPETITIVE PROCUREMENT — means a method by which goods and/or services are procured from a single offeror.

PRESIDENT & CEO — means the President & CEO of the Agency or an authorized designee.

PROCUREMENT DEPARTMENT — means the Agency's Procurement Department.

RESPONSIBLE — means a bidder or proposer who has all financial and technical capabilities to deliver materials or perform the work, i.e., adequate finances, capable of complying with required delivery, and satisfactory past performance.

RESPONSIVE — means an offer which conforms in all material respects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the offeror.

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B. General Policy. **[Revised 8-14-2009]**

1. It is the policy of the Agency to procure all needed goods and services (exclusive of real property) at the lowest total end-use cost, maintaining acceptable quality standards, and in accordance with the Agency's DBE Plan. All procurement methods and processes shall be conducted in a manner that ensures fair and open competition among all qualified interested parties.

2. Contract administration methods shall be maintained to assure that goods and services received by the Agency meet the terms and conditions of the contract.

3. Procurement practices shall comply with laws, regulations and guidelines of the federal government, state governments and other political subdivisions or agencies and the provisions of grant or funding agreements, if applicable.

4. The Procurement Department shall direct the procurement and contract administration of all goods and services on behalf of the Agency except as otherwise provided by Board Policy or as approved by the President & CEO.

C. Procurement Methods. Generally, Agency procurement methods are dictated by provisions of federal law or grant or funding agreements entered into in connection with funding of particular procurements, projects or activities of the Agency. The Procurement Department shall conduct procurements in accordance with procedures required by applicable law, if any, and the provisions of applicable grant or funding agreements, if any. Where no procurement procedure is required by provisions of applicable law or grant or funding agreements, the Procurement Department shall establish procedures for such procurement, which are designed to meet the policies of the Agency as set forth in this Article.

D. Award Criteria.

1. The following factors shall be considered in awarding procurement contracts:

a. Conformance to solicitation requirements;

b. Bidder’s or offeror’s previous record of performance and quality;

c. Technical and financial capability of bidder or offeror to render satisfactory service; and

d. Value, price or cost as determined by the Agency's independent cost estimate and price or cost analysis.

2. Prior to award, bids and proposals must be determined to be responsive and responsible to all Agency requirements. Cost or price must be determined to be fair and reasonable and there must be an independent cost estimate and analysis to support such a determination. The Agency reserves the right to reject any and all bids, waive minor informalities and contract in the best interest of the Agency.

3. Competitive Bid Procurement awards must be made to the lowest responsive, responsible bidder.

E. Award Authority.

1. The Board of Commissioners shall approve the following procurements:

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a. Competitive Negotiation Procurements which exceed $500,000.

b. Non-Competitive Procurements which exceed $100,000.

c. Procurements for a contract term, including options, which exceed five years.

d. Procurements which exceed the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service.

2. The President & CEO shall approve the following procurements, without further authorization by the Board of Commissioners, provided that (i) the term of such contract, including options does not exceed five years, and (ii) the amount of such contract (which shall be calculated including all options) is within the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service:

a. Competitive Bid Procurements.

b. Competitive Negotiation Procurements which do not exceed $500,000.

c. Non-Competitive Procurements which do not exceed $100,000.

d. Single Bids where a review is conducted to verify that specifications were not unduly restrictive and to survey potential sources to determine why they chose not to submit a bid. In this instance, competition may be determined to be adequate, and the procurement will qualify as a valid Negotiated Procurement, with Negotiated Procurement Procedures to apply. **[Revised 6-24-2022]**

F. Contract Options.

1. The President & CEO may exercise contract options if they have been evaluated and determined to be in the best interest of the Agency. The following factors shall be considered in making such evaluation and determination:

a. The continued need for the goods or services;

b. The performance of the contractor;

c. The fairness and reasonableness of cost; and

d. The availability of sufficient funds to cover the option cost.

2. The option price may not exceed the option price set forth under the initial contract and cannot exceed the amount budgeted by or otherwise approved by the Board of Commissioners for such project, function or service.

G. Contract Modifications.

1. The President & CEO may enter into modification(s) to contracts awarded pursuant to this Article if the cost of the modification is within (a) the amount budgeted or otherwise approved, for that contract, by the Board of Commissioners; or (b) is within the originally established contract contingency approved by the Board of Commissioners. Contract modifications which do not satisfy such parameters must be approved by the Board of Commissioners.

2. The President & CEO is authorized to extend contract performance periods up to 180 days in the aggregate beyond the original contract performance period, provided that no single

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extension shall exceed 90 days. Contract extensions in excess of 180 days must be approved by the Board of Commissioners.

H. Fuel and Energy Source Procurements. In order to take advantage of fluctuations in the volatile commodities markets and procure fuel and energy sources in the most timely, cost-effective manner, the Chief Procurement Officer is authorized to procure fuel and energy sources (e.g. diesel fuel, natural gas, electricity and gasoline, etc.) through a competitive process approved by the President & CEO without approval by the Board of Commissioners of specific purchases. **[Revised 8-14-2009]**

I. Unsolicited Proposals.

1. It is the policy of the Agency to encourage the submission of new and innovative ideas. Where such submissions are not in response to Agency solicitations, they shall be considered unsolicited proposals and

2. Unsolicited proposals may be accepted if:

a. They have been thoroughly evaluated and determined to be in the best interest of the Agency;

b. Their cost has been determined to be realistic;

c. There are sufficient funds to cover the cost; and

d. The award of such procurement complies with the Agency's procurement policy and practices set forth in this Article.

J. Sale and Disposition of Assets and Property. **[Revised 9-3-1999; 8-14-2009]**

1. It is the policy of the Agency to sell and dispose of assets and property no longer needed for Agency purposes. Such sale and disposition shall be for fair market value or appraised value, unless otherwise approved by the Board.

2. The President & CEO is authorized to approve contracts disposing of assets (excluding real property) having a fair market or appraised value up to $100,000. The Board of Commissioners shall approve all sales and dispositions in excess of $100,000 fair market or appraised value.

3. The Chief Procurement Officer shall be responsible for establishing procedures regarding the sale and disposal of excess equipment, materials and supplies.

K. Code of Ethics and Conflict of Interest.

1. Any Agency officer, commissioner, employee, or agent involved in procurement matters shall adhere to the Agency's Code of Ethics and Conflict of Interest policies.

2. No Agency Commissioner, employee or agent shall at any time prior to award of a procurement contract reveal technical and price information, other than information resulting from a public opening or a public meeting of the Board of Commissioners or its Committees.

L. Conflicts in Policy. In the event of any conflict between this policy and the provisions of applicable grant or funding agreements, the President & CEO shall resolve such conflicts in such a manner that is in the best interest of the Agency. If such resolution would violate the provisions of this Article or other Board Policy, Board of Commissioner approval is required.

M. Waiver of Policy.

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1. The President & CEO may waive this procurement policy, but only in an emergency. An emergency is any situation that requires immediate correction to avoid jeopardizing the health or safety of either the general public or Agency personnel, that jeopardizes public or private property, or which risks the interruption of service. The President & CEO shall immediately notify the Board Chair of any waiver of the provisions of this policy, which require approval by the Board of Commissioners.

2. Any employee who deviates from this policy without the prior, written approval of the President & CEO or Board of Commissioners is subject to appropriate disciplinary action, including release from employment.

N. Management Procedures. **[Revised 8-14-2009]**

1. All actions taken by the President & CEO and the Chief Procurement Officer shall be consistent with this policy.

2. The Chief Procurement Officer shall establish procedures to ensure compliance with all aspects of this policy.

3. The Chief Procurement Officer shall provide quarterly reports to the Board of Commissioners relating to procurement activities, which exceed $100,000, including contract modifications and award of options.

O. Procurement Records. The Chief Procurement Officer shall maintain records relating to procurements conducted by the Procurement Department, which shall include: **[Revised 8-14-2009]**

1. The rationale for the method of procurement,

2. The basis of and authority for the award,

3. The basis for the contract price, and

4. Any other documentation required by law, regulation, or funding or grant agreement, if applicable.

**Section 50.020. Protests.**

A. Policy. **[Revised 8-14-2009]**

1. It is the policy of the Agency to conduct all procurement and contracting actions in a fair and impartial manner. Consistent with this policy, the Agency has established a process to address protests in a timely manner. The procurement protest process, as detailed in the management procedures, provides for the presentation of facts by the protester, an initial decision by the Agency, an opportunity to appeal the decision and then a final decision by the Agency. The Agency shall publish its Protest Procedures in every solicitation package. The Chief Procurement Officer has the authority to issue the initial decision on all protests. The President & CEO has the authority to issue the final decision on all protests.

2. The President & CEO may request the Chairperson of the Board of Commissioners to review the appeal and issue the final decision when, in the President & CEO's opinion, it is in the best interest of the Agency. The Board of Commissioners may establish policies regarding circumstances under which the Board, a Committee thereof, or other persons designated by the Board will make the final decision for the Agency.

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**Section 50.030. Disadvantaged Business Enterprises.**

A. DBE Program. The disadvantaged business program has been developed to meet the requirements established by the United States Department of Transportation, the Federal Transit Administration, as identified in 49 CFR Part 23 and 26, and policies and the procedures of the Bi-State Development Agency.

B. DBE Plan. The Bi-State Development Agency recognizes its responsibilities to the communities it serves. It is the policy of the Agency to involve, to the greatest extent possible, socially and economically disadvantaged individuals in all phases of procurement activities. In order to honor this commitment, the Board reviews and approves a management-prepared, comprehensive DBE Plan every five years. Each year specific goals for participation are established, and accomplishments are assessed in an annual summary, which is reviewed by the Board.

C. Goals. In order to achieve its goals, the Agency encourages participation in its procurement activities, which includes consultant contracts, construction contracts and purchase of goods and services related to all projects of the Agency. Specific methods used include:

1. Special efforts designed to aid disadvantaged firms in overcoming obstacles to their participation, and

2. Encouragement of sub-contractual arrangements, joint ventures between disadvantaged firms and non-disadvantaged firms, and

3. Other methods outlined in the full DBE Plan.

**Section 50.040. Concessions.**

A. Policy. It is the policy of the Agency to enter into revenue contracts with suppliers in order to provide customer amenities at strategic Agency locations, and to generate additional revenue for the ongoing operation of the Agency.

B. Award of Concessions. The award of all concession contracts will follow standard Agency procurement methods and be consistent with all local, state and federal regulations. The level of authority will follow those outlined in the Board Policy on Purchasing.

C. Regulation of Concessions. Concession examples are: vending machines, confectioneries, automatic teller machines (ATMs), overnight mail drop boxes, food carts and restaurants, video dispensers or rentals, dry cleaners, shoe repair, souvenirs, bike lockers, key service, automotive services, bookstores, florists, etc.

1. Concession treatments/structures and location must be approved by the Agency in advance of their construction, installation, or operation. Treatments and structures will be designed to complement the architecture of the Agency’s facilities and the flavor of the surrounding environment or community. Concession treatments/structures may not impede vehicular or pedestrian traffic, nor restrict the visibility of directional signs and information material, nor encroach on necessary sight lines.

2. Concessions must comply with local municipal ordinances and planning and zoning requirements.

3. Contracts may, at the Agency’s discretion, contain terms to assure the concessionaire of adequate protection against loss of investment in structures, fixtures, improvements, equipment,

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supplies, and other tangible property provided by the concessionaire for the purposes of the contracts. The Agency does not provide assurances against loss of anticipated profits resulting from the discretionary acts, policies, or decisions of the Agency occurring after the Concession Agreement's effective date, which may affect the concessionaire's operations.

4. If the Concession contract involves the placement of structures or other property of the concessionaire on Agency property, the concessionaire maintains a possessory interest in all such structures, fixtures or improvements which are acquired or constructed pursuant to said Agreement, consisting of all incidents of ownership except legal title, which vests with the Agency.

5. Contracts or operations authorized thereby or controlling interests therein may not be transferred, sold, or assigned, or assets thereof encumbered in any manner, except with the written approval of the Agency.

D. Revenues. Contracts must include the method of remittance of revenues to the Agency.

1. Revenue from the concession contracts is retained by the Agency and used to offset the need for public subsidy. Revenues pledged to a particular operation are accounted for in accordance with the regulatory requirements.

2. In lieu of revenue, the Agency may accept an equivalent value of goods and/or services, including but not limited to capital improvements, information services, and site maintenance.

E. Donations. Donation of a material item, product, or service is to be acquired under the same guidelines as those applicable to a concession contract for which competition exists if the donation provides an identifiable, material return or remuneration to the donor once accepted by the Agency.

**Section 50.050. Jefferson National Expansion Memorial Projects. [Added effective 5-23-2014]**

A. Proposed Request from the National Park Service. Proposals received by the Agency from the National Park Service for projects or improvements for the Jefferson National Expansion Memorial ("Memorial Projects") are required by the Services Agreement between the National Park Service and the Agency to describe the scope of work for each improvement or project; provide the estimated specified amount or amounts needed to fund each improvement or project; and describe how each improvement or project will benefit the Jefferson National Expansion Memorial.

B. Approval Authority.

1. The Board of Commissioners shall approve any Memorial Project with an estimated cost which exceeds $500,000.

2. The President and CEO shall approve any Memorial Project with an estimated cost which is equal to or less than $500,000.

C. Award Authority.

1. The Board of Commissioners shall approve: (a) the award of any competitive negotiated procurement for a Memorial Project with an estimated cost which exceeds $500,000; and (b) any non-competitive procurement for a Memorial Project with an estimated cost which exceeds $500,000.

2. The President and CEO shall approve: (a) the award of any competitive bid procurement for a

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Memorial Project; (b) any competitive negotiated procurement for a Memorial Project with an estimated cost equal to or less than $500,000; and (c) any non-competitive procurement for a Memorial Project with an estimated cost equal to or less than $500,000.

D. Funding Authority. The Executive Vice President and Chief Financial Officer shall create a special project account for each such Memorial project into which the Executive Vice President and Chief Financial Officer shall transfer the funds requested for each improvement or project from the JNEM Beneficial Fund to be held until expended or until such time as the improvement or project is cancelled or completed, at which time any remaining funds will be re-deposited to the JNEM Beneficial Fund.

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# Chapter 50

# PURCHASING

**Section 50.010. Procurement and Contract Administration.**
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**Section 50.050. Jefferson National Expansion Memorial Projects.**

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## Section 50.010. Procurement and Contract Administration. [Effective 2-26-1999; revised 8-14-2009; revised 2-28-2025]

A. Definitions. **[Revised 8-14-2009; revised 2-28-2025]**

CHIEF PROCUREMENT OFFICER — means the Vice President of Procurement, Inventory Management, and Supplier Diversity.

COMPETITIVE ~~BID~~ PROCUREMENT — means a procurement method by which bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. At BSD, these are commonly referred to as Sealed Bids (SB) and Requests for Quote (RFQ).

COMPETITIVE NEGOTIATION PROCUREMENT — means a procurement method by which proposals are solicited from a number of qualified sources and the award is made to the responsible bidder or offeror whose proposal is most advantageous to the Agency with price and other factors considered. At BSD, these are commonly referred to as Requests for Proposal (RFP).

DBE PLAN — means the Agency's plan for Disadvantaged Business Enterprises (as defined by federal law).

FAIR MARKET VALUE — means the value of an item as determined by the amount offered by the highest bidder.

INDEPENDENT COST ESTIMATE — means a process whereby the estimated cost of a good or service to be procured is established by Agency staff or Agency representatives prior to the procurement; and the resulting estimate is used to assess the fair and reasonableness of an offered price. At BSD, this is commonly referred to as an ICE.

NON-COMPETITIVE PROCUREMENT — means a method by which goods and/or services are ~~procured~~ sourced from a single ~~offeror~~ vendor. At BSD, these are commonly referred to as Sole Source (SS), Emergency, or Ratifications.

PRESIDENT & CEO — means the President & CEO of the Agency or an authorized designee.

PROCUREMENT DEPARTMENT — means the Agency's Procurement Department.

RESPONSIBLE — means a bidder or proposer who has all financial and technical capabilities to deliver materials or perform the work, i.e., adequate finances, capable of complying with required delivery, and satisfactory past performance.

RESPONSIVE — means an offer which conforms in all material respects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the

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offeror.

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B. General Policy. **[Revised 8-14-2009]**

1. It is the policy of the Agency to procure all needed goods and services (exclusive of real property) at the lowest total end-use cost, maintaining acceptable quality standards, and in accordance with the Agency's DBE Plan. All procurement methods and processes shall be conducted in a manner that ensures fair and open competition among all qualified interested parties.

2. Contract administration methods shall be maintained to assure that goods and services received by the Agency meet the terms and conditions of the contract.

3. Procurement practices shall comply with laws, regulations and guidelines of the federal government, state governments and other political subdivisions or agencies and the provisions of grant or funding agreements, if applicable.

4. The Procurement Department shall direct the procurement and contract administration of all goods and services on behalf of the Agency except as otherwise provided by Board Policy or as approved by the President & CEO.

C. Procurement Methods. Generally, Agency procurement methods are dictated by provisions of federal law or grant or funding agreements entered into in connection with funding of particular procurements, projects or activities of the Agency. The Procurement Department shall conduct procurements in accordance with procedures required by applicable law, if any, and the provisions of applicable grant or funding agreements, if any. Where no procurement procedure is required by provisions of applicable law or grant or funding agreements, the Procurement Department shall establish procedures for such procurement, which are designed to meet the policies of the Agency as set forth in this Article.

D. Award Criteria.

1. The following factors shall be considered in awarding procurement contracts:

a. Conformance to solicitation requirements;

b. Bidder’s or offeror’s previous record of performance and quality;

c. Technical and financial capability of bidder or offeror to render satisfactory service; and

d. Value, price or cost as determined by the Agency's independent cost estimate and price or cost analysis.

2. Prior to award, bids and proposals must be determined to be responsive and responsible to all Agency requirements. Cost or price must be determined to be fair and reasonable and there must be an independent cost estimate and analysis to support such a determination. The Agency reserves the right to reject any and all bids, waive minor informalities and contract in the best interest of the Agency.

3. Competitive Bid Procurement awards must be made to the lowest responsive, responsible bidder.

E. Award Authority. **[Revised 6-24-22; revised 2-28-2025]**

1. The Board of Commissioners shall approve the following procurements:

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a. Competitive Negotiation Procurements which exceed $500,000. At BSD, these are commonly referred to as Requests for Proposal (RFP).

b. Non-Competitive Procurements which exceed $100,000. At BSD, these are commonly referred to as Sole Source (SS), Emergency, or Ratifications.

c. Procurements for a contract term, including options, which exceed five years.

d. Procurements which exceed the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service.

2. The President & CEO shall approve the following procurements, without further authorization by the Board of Commissioners, provided that (i) the term of such contract, including options does not exceed five years, and (ii) the amount of such contract (which shall be calculated including all options) is within the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service:

a. Competitive ~~Bid~~ Procurements. As BSD, these are commonly referred to as Sealed Bids (SB) or Requests for Quote (RFQ).

b. Competitive Negotiation Procurements which do not exceed $500,000. At BSD, these are commonly referred to as Requests For Proposal (RFP).

c. Non-Competitive Procurements which do not exceed $100,000. At BSD, these are commonly referred to as Sole Source (SS), Emergency, or Ratifications.

d. Single Bids where a review is conducted to verify that specifications were not unduly restrictive and to survey potential sources to determine why they chose not to submit a bid. In this instance, competition may be determined to be adequate, and the procurement will qualify as a valid Negotiated Procurement, with Negotiated Procurement Procedures to apply. Single Bids are Competitive Procurements (SB only) where only one bid was received or Competitive Negotiation Procurements (RFP) where only one proposal was received. **~~[Revised 6-24-2022]~~**

F. Contract Options.

1. The President & CEO may exercise contract options if they have been evaluated and determined to be in the best interest of the Agency. The following factors shall be considered in making such evaluation and determination:

a. The continued need for the goods or services;

b. The performance of the contractor;

c. The fairness and reasonableness of cost; and

d. The availability of sufficient funds to cover the option cost.

2. The option price may not exceed the option price set forth under the initial contract and cannot exceed the amount budgeted by or otherwise approved by the Board of Commissioners for such project, function or service.

G. Contract Modifications.

1. The President & CEO may enter into modification(s) to contracts awarded pursuant to this Article if the cost of the modification is within (a) the amount budgeted or otherwise approved, for that contract, by the Board of Commissioners; or (b) is within the originally established

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contract contingency approved by the Board of Commissioners. Contract modifications which do not satisfy such parameters must be approved by the Board of Commissioners.

2. The President & CEO is authorized to extend contract performance periods up to 180 days in the aggregate beyond the original contract performance period, provided that no single

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extension shall exceed 90 days. Contract extensions in excess of 180 days must be approved by the Board of Commissioners.

H. Fuel and Energy Source Procurements. **[Revised 8-14-2009]** In order to take advantage of fluctuations in the volatile commodities markets and procure fuel and energy sources in the most timely, cost-effective manner, the Chief Procurement Officer is authorized to procure fuel and energy sources (e.g. diesel fuel, natural gas, electricity and gasoline, etc.) through a competitive process approved by the President & CEO without approval by the Board of Commissioners of specific purchases. ~~**[Revised 8-14-2009]**~~

I. Unsolicited Proposals.

1. It is the policy of the Agency to encourage the submission of new and innovative ideas. Where such submissions are not in response to Agency solicitations, they shall be considered unsolicited proposals and

2. Unsolicited proposals may be accepted if:

a. They have been thoroughly evaluated and determined to be in the best interest of the Agency;

b. Their cost has been determined to be realistic;

c. There are sufficient funds to cover the cost; and

d. The award of such procurement complies with the Agency's procurement policy and practices set forth in this Article.

J. Sale and Disposition of Assets and Property. **[Revised 9-3-1999; 8-14-2009]**

1. It is the policy of the Agency to sell and dispose of assets and property no longer needed for Agency purposes. Such sale and disposition shall be for fair market value or appraised value, unless otherwise approved by the Board.

2. The President & CEO is authorized to approve contracts disposing of assets (excluding real property) having a fair market or appraised value up to $100,000. The Board of Commissioners shall approve all sales and dispositions in excess of $100,000 fair market or appraised value.

3. The Chief Procurement Officer shall be responsible for establishing procedures regarding the sale and disposal of excess equipment, materials and supplies.

K. Code of Ethics and Conflict of Interest.

1. Any Agency officer, commissioner, employee, or agent involved in procurement matters shall adhere to the Agency's Code of Ethics and Conflict of Interest policies.

2. No Agency Commissioner, employee or agent shall at any time prior to award of a procurement contract reveal technical and price information, other than information resulting from a public opening or a public meeting of the Board of Commissioners or its Committees.

L. Conflicts in Policy. In the event of any conflict between this policy and the provisions of applicable grant or funding agreements, the President & CEO shall resolve such conflicts in such a manner that is in the best interest of the Agency. If such resolution would violate the provisions of this Article or other Board Policy, Board of Commissioner approval is required.

M. Waiver of Policy.

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1. The President & CEO may waive this procurement policy, but only in an emergency. An emergency is any situation that requires immediate correction to avoid jeopardizing the health or safety of either the general public or Agency personnel, that jeopardizes public or private property, or which risks the interruption of service. The President & CEO shall immediately notify the Board Chair of any waiver of the provisions of this policy, which require approval by the Board of Commissioners.

2. Any employee who deviates from this policy without the prior, written approval of the President & CEO or Board of Commissioners is subject to appropriate disciplinary action, including release from employment.

N. Management Procedures. **[Revised 8-14-2009]**

1. All actions taken by the President & CEO and the Chief Procurement Officer shall be consistent with this policy.

2. The Chief Procurement Officer shall establish procedures to ensure compliance with all aspects of this policy.

3. The Chief Procurement Officer shall provide quarterly reports to the Board of Commissioners relating to procurement activities, which exceed $100,000, including contract modifications and award of options.

O. Procurement Records. **[Revised 8-14-2009]** The Chief Procurement Officer shall maintain records relating to procurements conducted by the Procurement Department, which shall include: ~~**[Revised 8-14-2009]**~~

1. The rationale for the method of procurement,

2. The basis of and authority for the award,

3. The basis for the contract price, and

4. Any other documentation required by law, regulation, or funding or grant agreement, if applicable.

**Section 50.020. Protests.**

A. Policy. **[Revised 8-14-2009]**

1. It is the policy of the Agency to conduct all procurement and contracting actions in a fair and impartial manner. Consistent with this policy, the Agency has established a process to address protests in a timely manner. The procurement protest process, as detailed in the management procedures, provides for the presentation of facts by the protester, an initial decision by the Agency, an opportunity to appeal the decision and then a final decision by the Agency. The Agency shall publish its Protest Procedures in every solicitation package. The Chief Procurement Officer has the authority to issue the initial decision on all protests. The President & CEO has the authority to issue the final decision on all protests.

2. The President & CEO may request the Chairperson of the Board of Commissioners to review the appeal and issue the final decision when, in the President & CEO's opinion, it is in the best interest of the Agency. The Board of Commissioners may establish policies regarding circumstances under which the Board, a Committee thereof, or other persons designated by the Board will make the final decision for the Agency.

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**Section 50.030. Disadvantaged Business Enterprises.**

A. DBE Program. The disadvantaged business program has been developed to meet the requirements established by the United States Department of Transportation, the Federal Transit Administration, as identified in 49 CFR Part 23 and 26, and policies and the procedures of the Bi-State Development Agency.

B. DBE Plan. The Bi-State Development Agency recognizes its responsibilities to the communities it serves. It is the policy of the Agency to involve, to the greatest extent possible, socially and economically disadvantaged individuals in all phases of procurement activities. In order to honor this commitment, the Board reviews and approves a management-prepared, comprehensive DBE Plan every five years. Each year specific goals for participation are established, and accomplishments are assessed in an annual summary, which is reviewed by the Board.

C. Goals. In order to achieve its goals, the Agency encourages participation in its procurement activities, which includes consultant contracts, construction contracts and purchase of goods and services related to all projects of the Agency. Specific methods used include:

1. Special efforts designed to aid disadvantaged firms in overcoming obstacles to their participation, and

2. Encouragement of sub-contractual arrangements, joint ventures between disadvantaged firms and non-disadvantaged firms, and

3. Other methods outlined in the full DBE Plan.

**Section 50.040. Concessions.**

A. Policy. It is the policy of the Agency to enter into revenue contracts with suppliers in order to provide customer amenities at strategic Agency locations, and to generate additional revenue for the ongoing operation of the Agency.

B. Award of Concessions. The award of all concession contracts will follow standard Agency procurement methods and be consistent with all local, state and federal regulations. The level of authority will follow those outlined in the Board Policy on Purchasing.

C. Regulation of Concessions. Concession examples are: vending machines, confectioneries, automatic teller machines (ATMs), overnight mail drop boxes, food carts and restaurants, video dispensers or rentals, dry cleaners, shoe repair, souvenirs, bike lockers, key service, automotive services, bookstores, florists, etc.

1. Concession treatments/structures and location must be approved by the Agency in advance of their construction, installation, or operation. Treatments and structures will be designed to complement the architecture of the Agency’s facilities and the flavor of the surrounding environment or community. Concession treatments/structures may not impede vehicular or pedestrian traffic, nor restrict the visibility of directional signs and information material, nor encroach on necessary sight lines.

2. Concessions must comply with local municipal ordinances and planning and zoning requirements.

3. Contracts may, at the Agency’s discretion, contain terms to assure the concessionaire of adequate protection against loss of investment in structures, fixtures, improvements, equipment,

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supplies, and other tangible property provided by the concessionaire for the purposes of the contracts. The Agency does not provide assurances against loss of anticipated profits resulting from the discretionary acts, policies, or decisions of the Agency occurring after the Concession Agreement's effective date, which may affect the concessionaire's operations.

4. If the Concession contract involves the placement of structures or other property of the concessionaire on Agency property, the concessionaire maintains a possessory interest in all such structures, fixtures or improvements which are acquired or constructed pursuant to said Agreement, consisting of all incidents of ownership except legal title, which vests with the Agency.

5. Contracts or operations authorized thereby or controlling interests therein may not be transferred, sold, or assigned, or assets thereof encumbered in any manner, except with the written approval of the Agency.

D. Revenues. Contracts must include the method of remittance of revenues to the Agency.

1. Revenue from the concession contracts is retained by the Agency and used to offset the need for public subsidy. Revenues pledged to a particular operation are accounted for in accordance with the regulatory requirements.

2. In lieu of revenue, the Agency may accept an equivalent value of goods and/or services, including but not limited to capital improvements, information services, and site maintenance.

E. Donations. Donation of a material item, product, or service is to be acquired under the same guidelines as those applicable to a concession contract for which competition exists if the donation provides an identifiable, material return or remuneration to the donor once accepted by the Agency.

**Section 50.050. Jefferson National Expansion Memorial Projects. [Added effective 5-23-2014]**

A. Proposed Request from the National Park Service. Proposals received by the Agency from the National Park Service for projects or improvements for the Jefferson National Expansion Memorial ("Memorial Projects") are required by the Services Agreement between the National Park Service and the Agency to describe the scope of work for each improvement or project; provide the estimated specified amount or amounts needed to fund each improvement or project; and describe how each improvement or project will benefit the Jefferson National Expansion Memorial.

B. Approval Authority.

1. The Board of Commissioners shall approve any Memorial Project with an estimated cost which exceeds $500,000.

2. The President and CEO shall approve any Memorial Project with an estimated cost which is equal to or less than $500,000.

C. Award Authority.

1. The Board of Commissioners shall approve: (a) the award of any competitive negotiated procurement for a Memorial Project with an estimated cost which exceeds $500,000; and (b) any non-competitive procurement for a Memorial Project with an estimated cost which exceeds $500,000.

2. The President and CEO shall approve: (a) the award of any competitive bid procurement for a

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Memorial Project; (b) any competitive negotiated procurement for a Memorial Project with an estimated cost equal to or less than $500,000; and (c) any non-competitive procurement for a Memorial Project with an estimated cost equal to or less than $500,000.

D. Funding Authority. The Executive Vice President and Chief Financial Officer shall create a special project account for each such Memorial project into which the Executive Vice President and Chief Financial Officer shall transfer the funds requested for each improvement or project from the JNEM Beneficial Fund to be held until expended or until such time as the improvement or project is cancelled or completed, at which time any remaining funds will be re-deposited to the JNEM Beneficial Fund.

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# Chapter 50

# PURCHASING

**Section 50.010. Procurement and Contract Administration.**
**Section 50.020. Protests.**
**Section 50.030. Disadvantaged Business Enterprises.**
**Section 50.040. Concessions.**
**Section 50.050. Jefferson National Expansion Memorial Projects.**

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## Section 50.010. Procurement and Contract Administration. [Effective 2-26-1999; revised 8-14-2009; revised 2-28-2025]

A. Definitions. **[Revised 8-14-2009; revised 2-28-2025]**

CHIEF PROCUREMENT OFFICER — means the Vice President of Procurement, Inventory Management, and Supplier Diversity.

COMPETITIVE PROCUREMENT — means a procurement method by which bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. At BSD, these are commonly referred to as Sealed Bids (SB) and Requests for Quote (RFQ).

COMPETITIVE NEGOTIATION PROCUREMENT — means a procurement method by which proposals are solicited from a number of qualified sources and the award is made to the responsible bidder or offeror whose proposal is most advantageous to the Agency with price and other factors considered. At BSD, these are commonly referred to as Requests for Proposal (RFP).

DBE PLAN — means the Agency's plan for Disadvantaged Business Enterprises (as defined by federal law).

FAIR MARKET VALUE — means the value of an item as determined by the amount offered by the highest bidder.

INDEPENDENT COST ESTIMATE — means a process whereby the estimated cost of a good or service to be procured is established by Agency staff or Agency representatives prior to the procurement; and the resulting estimate is used to assess the fair and reasonableness of an offered price. At BSD, this is commonly referred to as an ICE.

NON-COMPETITIVE PROCUREMENT — means a method by which goods and/or services are sourced from a single vendor. At BSD, these are commonly referred to as Sole Source (SS), Emergency, or Ratifications.

PRESIDENT & CEO — means the President & CEO of the Agency or an authorized designee.

PROCUREMENT DEPARTMENT — means the Agency's Procurement Department.

RESPONSIBLE — means a bidder or proposer who has all financial and technical capabilities to deliver materials or perform the work, i.e., adequate finances, capable of complying with required delivery, and satisfactory past performance.

RESPONSIVE — means an offer which conforms in all material respects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the offeror.

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B. General Policy. **[Revised 8-14-2009]**

1. It is the policy of the Agency to procure all needed goods and services (exclusive of real property) at the lowest total end-use cost, maintaining acceptable quality standards, and in accordance with the Agency's DBE Plan. All procurement methods and processes shall be conducted in a manner that ensures fair and open competition among all qualified interested parties.

2. Contract administration methods shall be maintained to assure that goods and services received by the Agency meet the terms and conditions of the contract.

3. Procurement practices shall comply with laws, regulations and guidelines of the federal government, state governments and other political subdivisions or agencies and the provisions of grant or funding agreements, if applicable.

4. The Procurement Department shall direct the procurement and contract administration of all goods and services on behalf of the Agency except as otherwise provided by Board Policy or as approved by the President & CEO.

C. Procurement Methods. Generally, Agency procurement methods are dictated by provisions of federal law or grant or funding agreements entered into in connection with funding of particular procurements, projects or activities of the Agency. The Procurement Department shall conduct procurements in accordance with procedures required by applicable law, if any, and the provisions of applicable grant or funding agreements, if any. Where no procurement procedure is required by provisions of applicable law or grant or funding agreements, the Procurement Department shall establish procedures for such procurement, which are designed to meet the policies of the Agency as set forth in this Article.

D. Award Criteria.

1. The following factors shall be considered in awarding procurement contracts:

a. Conformance to solicitation requirements;

b. Bidder’s or offeror’s previous record of performance and quality;

c. Technical and financial capability of bidder or offeror to render satisfactory service; and

d. Value, price or cost as determined by the Agency's independent cost estimate and price or cost analysis.

2. Prior to award, bids and proposals must be determined to be responsive and responsible to all Agency requirements. Cost or price must be determined to be fair and reasonable and there must be an independent cost estimate and analysis to support such a determination. The Agency reserves the right to reject any and all bids, waive minor informalities and contract in the best interest of the Agency.

3. Competitive Bid Procurement awards must be made to the lowest responsive, responsible bidder.

E. Award Authority. **[Revised 6-24-22; revised 2-28-2025]**

1. The Board of Commissioners shall approve the following procurements:

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a. Competitive Negotiation Procurements which exceed $500,000. At BSD, these are commonly referred to as Requests for Proposal (RFP).

b. Non-Competitive Procurements which exceed $100,000. At BSD, these are commonly referred to as Sole Source (SS), Emergency, or Ratifications.

c. Procurements for a contract term, including options, which exceed five years.

d. Procurements which exceed the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service.

2. The President & CEO shall approve the following procurements, without further authorization by the Board of Commissioners, provided that (i) the term of such contract, including options does not exceed five years, and (ii) the amount of such contract (which shall be calculated including all options) is within the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service:

a. Competitive Procurements. As BSD, these are commonly referred to as Sealed Bids (SB) or Requests for Quote (RFQ).

b. Competitive Negotiation Procurements which do not exceed $500,000. At BSD, these are commonly referred to as Requests For Proposal (RFP).

c. Non-Competitive Procurements which do not exceed $100,000. At BSD, these are commonly referred to as Sole Source (SS), Emergency, or Ratifications.

d. Single Bids where a review is conducted to verify that specifications were not unduly restrictive and to survey potential sources to determine why they chose not to submit a bid. In this instance, competition may be determined to be adequate, and the procurement will qualify as a valid Negotiated Procurement, with Negotiated Procurement Procedures to apply. Single Bids are Competitive Procurements (SB only) where only one bid was received or Competitive Negotiation Procurements (RFP) where only one proposal was received.

F. Contract Options.

1. The President & CEO may exercise contract options if they have been evaluated and determined to be in the best interest of the Agency. The following factors shall be considered in making such evaluation and determination:

a. The continued need for the goods or services;

b. The performance of the contractor;

c. The fairness and reasonableness of cost; and

d. The availability of sufficient funds to cover the option cost.

2. The option price may not exceed the option price set forth under the initial contract and cannot exceed the amount budgeted by or otherwise approved by the Board of Commissioners for such project, function or service.

G. Contract Modifications.

1. The President & CEO may enter into modification(s) to contracts awarded pursuant to this Article if the cost of the modification is within (a) the amount budgeted or otherwise approved, for that contract, by the Board of Commissioners; or (b) is within the originally established

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contract contingency approved by the Board of Commissioners. Contract modifications which do not satisfy such parameters must be approved by the Board of Commissioners.

2. The President & CEO is authorized to extend contract performance periods up to 180 days in the aggregate beyond the original contract performance period, provided that no single extension shall exceed 90 days. Contract extensions in excess of 180 days must be approved by the Board of Commissioners.

H. Fuel and Energy Source Procurements. **[Revised 8-14-2009]** In order to take advantage of fluctuations in the volatile commodities markets and procure fuel and energy sources in the most timely, cost-effective manner, the Chief Procurement Officer is authorized to procure fuel and energy sources (e.g. diesel fuel, natural gas, electricity and gasoline, etc.) through a competitive process approved by the President & CEO without approval by the Board of Commissioners of specific purchases.

I. Unsolicited Proposals.

1. It is the policy of the Agency to encourage the submission of new and innovative ideas. Where such submissions are not in response to Agency solicitations, they shall be considered unsolicited proposals and

2. Unsolicited proposals may be accepted if:

a. They have been thoroughly evaluated and determined to be in the best interest of the Agency;

b. Their cost has been determined to be realistic;

c. There are sufficient funds to cover the cost; and

d. The award of such procurement complies with the Agency's procurement policy and practices set forth in this Article.

J. Sale and Disposition of Assets and Property. **[Revised 9-3-1999; 8-14-2009]**

1. It is the policy of the Agency to sell and dispose of assets and property no longer needed for Agency purposes. Such sale and disposition shall be for fair market value or appraised value, unless otherwise approved by the Board.

2. The President & CEO is authorized to approve contracts disposing of assets (excluding real property) having a fair market or appraised value up to $100,000. The Board of Commissioners shall approve all sales and dispositions in excess of $100,000 fair market or appraised value.

3. The Chief Procurement Officer shall be responsible for establishing procedures regarding the sale and disposal of excess equipment, materials and supplies.

K. Code of Ethics and Conflict of Interest.

1. Any Agency officer, commissioner, employee, or agent involved in procurement matters shall adhere to the Agency's Code of Ethics and Conflict of Interest policies.

2. No Agency Commissioner, employee or agent shall at any time prior to award of a procurement contract reveal technical and price information, other than information resulting from a public opening or a public meeting of the Board of Commissioners or its Committees.

L. Conflicts in Policy. In the event of any conflict between this policy and the provisions of applicable grant or funding agreements, the President & CEO shall resolve such conflicts in such a manner that is in the best interest of the Agency. If such resolution would violate the provisions of this Article or other Board Policy, Board of Commissioner approval is required.

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M. Waiver of Policy.

1. The President & CEO may waive this procurement policy, but only in an emergency. An emergency is any situation that requires immediate correction to avoid jeopardizing the health or safety of either the general public or Agency personnel, that jeopardizes public or private property, or which risks the interruption of service. The President & CEO shall immediately notify the Board Chair of any waiver of the provisions of this policy, which require approval by the Board of Commissioners.

2. Any employee who deviates from this policy without the prior, written approval of the President & CEO or Board of Commissioners is subject to appropriate disciplinary action, including release from employment.

N. Management Procedures. **[Revised 8-14-2009]**

1. All actions taken by the President & CEO and the Chief Procurement Officer shall be consistent with this policy.

2. The Chief Procurement Officer shall establish procedures to ensure compliance with all aspects of this policy.

3. The Chief Procurement Officer shall provide quarterly reports to the Board of Commissioners relating to procurement activities, which exceed $100,000, including contract modifications and award of options.

O. Procurement Records. **[Revised 8-14-2009]** The Chief Procurement Officer shall maintain records relating to procurements conducted by the Procurement Department, which shall include:

1. The rationale for the method of procurement,

2. The basis of and authority for the award,

3. The basis for the contract price, and

4. Any other documentation required by law, regulation, or funding or grant agreement, if applicable.

**Section 50.020. Protests.**

A. Policy. **[Revised 8-14-2009]**

1. It is the policy of the Agency to conduct all procurement and contracting actions in a fair and impartial manner. Consistent with this policy, the Agency has established a process to address protests in a timely manner. The procurement protest process, as detailed in the management procedures, provides for the presentation of facts by the protester, an initial decision by the Agency, an opportunity to appeal the decision and then a final decision by the Agency. The Agency shall publish its Protest Procedures in every solicitation package. The Chief Procurement Officer has the authority to issue the initial decision on all protests. The President & CEO has the authority to issue the final decision on all protests.

2. The President & CEO may request the Chairperson of the Board of Commissioners to review the appeal and issue the final decision when, in the President & CEO's opinion, it is in the best interest of the Agency. The Board of Commissioners may establish policies regarding circumstances under which the Board, a Committee thereof, or other persons designated by the Board will make the final decision for the Agency.

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**Section 50.030. Disadvantaged Business Enterprises.**

A. DBE Program. The disadvantaged business program has been developed to meet the requirements established by the United States Department of Transportation, the Federal Transit Administration, as identified in 49 CFR Part 23 and 26, and policies and the procedures of the Bi-State Development Agency.

B. DBE Plan. The Bi-State Development Agency recognizes its responsibilities to the communities it serves. It is the policy of the Agency to involve, to the greatest extent possible, socially and economically disadvantaged individuals in all phases of procurement activities. In order to honor this commitment, the Board reviews and approves a management-prepared, comprehensive DBE Plan every five years. Each year specific goals for participation are established, and accomplishments are assessed in an annual summary, which is reviewed by the Board.

C. Goals. In order to achieve its goals, the Agency encourages participation in its procurement activities, which includes consultant contracts, construction contracts and purchase of goods and services related to all projects of the Agency. Specific methods used include:

1. Special efforts designed to aid disadvantaged firms in overcoming obstacles to their participation, and

2. Encouragement of sub-contractual arrangements, joint ventures between disadvantaged firms and non-disadvantaged firms, and

3. Other methods outlined in the full DBE Plan.

**Section 50.040. Concessions.**

A. Policy. It is the policy of the Agency to enter into revenue contracts with suppliers in order to provide customer amenities at strategic Agency locations, and to generate additional revenue for the ongoing operation of the Agency.

B. Award of Concessions. The award of all concession contracts will follow standard Agency procurement methods and be consistent with all local, state and federal regulations. The level of authority will follow those outlined in the Board Policy on Purchasing.

C. Regulation of Concessions. Concession examples are: vending machines, confectioneries, automatic teller machines (ATMs), overnight mail drop boxes, food carts and restaurants, video dispensers or rentals, dry cleaners, shoe repair, souvenirs, bike lockers, key service, automotive services, bookstores, florists, etc.

1. Concession treatments/structures and location must be approved by the Agency in advance of their construction, installation, or operation. Treatments and structures will be designed to complement the architecture of the Agency’s facilities and the flavor of the surrounding environment or community. Concession treatments/structures may not impede vehicular or pedestrian traffic, nor restrict the visibility of directional signs and information material, nor encroach on necessary sight lines.

2. Concessions must comply with local municipal ordinances and planning and zoning requirements.

3. Contracts may, at the Agency’s discretion, contain terms to assure the concessionaire of adequate protection against loss of investment in structures, fixtures, improvements, equipment,

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supplies, and other tangible property provided by the concessionaire for the purposes of the contracts. The Agency does not provide assurances against loss of anticipated profits resulting from the discretionary acts, policies, or decisions of the Agency occurring after the Concession Agreement's effective date, which may affect the concessionaire's operations.

4. If the Concession contract involves the placement of structures or other property of the concessionaire on Agency property, the concessionaire maintains a possessory interest in all such structures, fixtures or improvements which are acquired or constructed pursuant to said Agreement, consisting of all incidents of ownership except legal title, which vests with the Agency.

5. Contracts or operations authorized thereby or controlling interests therein may not be transferred, sold, or assigned, or assets thereof encumbered in any manner, except with the written approval of the Agency.

D. Revenues. Contracts must include the method of remittance of revenues to the Agency.

1. Revenue from the concession contracts is retained by the Agency and used to offset the need for public subsidy. Revenues pledged to a particular operation are accounted for in accordance with the regulatory requirements.

2. In lieu of revenue, the Agency may accept an equivalent value of goods and/or services, including but not limited to capital improvements, information services, and site maintenance.

E. Donations. Donation of a material item, product, or service is to be acquired under the same guidelines as those applicable to a concession contract for which competition exists if the donation provides an identifiable, material return or remuneration to the donor once accepted by the Agency.

**Section 50.050. Jefferson National Expansion Memorial Projects. [Added effective 5-23-2014]**

A. Proposed Request from the National Park Service. Proposals received by the Agency from the National Park Service for projects or improvements for the Jefferson National Expansion Memorial ("Memorial Projects") are required by the Services Agreement between the National Park Service and the Agency to describe the scope of work for each improvement or project; provide the estimated specified amount or amounts needed to fund each improvement or project; and describe how each improvement or project will benefit the Jefferson National Expansion Memorial.

B. Approval Authority.

1. The Board of Commissioners shall approve any Memorial Project with an estimated cost which exceeds $500,000.

2. The President and CEO shall approve any Memorial Project with an estimated cost which is equal to or less than $500,000.

C. Award Authority.

1. The Board of Commissioners shall approve: (a) the award of any competitive negotiated procurement for a Memorial Project with an estimated cost which exceeds $500,000; and (b) any non-competitive procurement for a Memorial Project with an estimated cost which exceeds $500,000.

2. The President and CEO shall approve: (a) the award of any competitive bid procurement for a

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Memorial Project; (b) any competitive negotiated procurement for a Memorial Project with an estimated cost equal to or less than $500,000; and (c) any non-competitive procurement for a Memorial Project with an estimated cost equal to or less than $500,000.

D. Funding Authority. The Executive Vice President and Chief Financial Officer shall create a special project account for each such Memorial project into which the Executive Vice President and Chief Financial Officer shall transfer the funds requested for each improvement or project from the JNEM Beneficial Fund to be held until expended or until such time as the improvement or project is cancelled or completed, at which time any remaining funds will be re-deposited to the JNEM Beneficial Fund.

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**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, CHAPTER 50 – PURCHASING**

**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,*** Bi-State's Purchasing policy, found in Chapter 50 of the Collected Board Policies of the Bi-State Development Agency, was last updated on June 24, 2022; and

***Whereas,*** Chapter 50 currently contains language from 2022, defining the procurement types utilized at BSD, but in language that is not commonly used within the Agency; and

***Whereas,*** Procurement proposes leaving the existing language, but adding the common terms used within BSD to add clarity to the Board Policy in Chapter 50; and

***Whereas,*** staff has recommended that these revisions be implemented as soon as approved; therefore, requiring the Board to waive tabling the proposed revisions to the Policy as provided in Article VI of the Bylaws, so that they are effective upon Board approval; and

***Whereas,*** it is feasible, necessary and in the public interest for the Board of Commissioners to approve and adopt revisions to Board Policy, Chapter 50 - Purchasing, 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, Chapter 50 – Purchasing, 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 Chapter 50 - Purchasing. The form of the Chapter 50 - Purchasing 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 Chapter 50 - Purchasing revisions, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect the Chapter 50 - Purchasing 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 28th day of February, 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**
**February 28, 2025**

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

**Objective:**
To present to the Board of Commissioners for discussion and approval.

- The Bi-State Development FY 2026 Operating Budget;
- The Bi-State Development FY 2026 – FY 2028 Capital Budget;
- The three-year Transportation Improvement Plan;
- Grant resolutions required to apply for federal and state funding necessary to support the Bi-State Development's projects and programs; and
- Authorization of management to seek grants and/or appropriations from federal programs, the City of St. Louis, St. Louis County, and the states of Missouri and Illinois.

**Funding Source:**
The funding source for the Bi-State Development's Operating and Capital Budget includes operating revenue of each entity, as well as local, state and federal sources.

**Background:**
The attached document presents the Bi-State Development's Operating and Capital Budget.

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

**Previous Action:**
The Audit, Finance and Administration Committee approved this item at the January 24, 2025 meeting.

**Board Action Requested:**
The Audit, Finance and Administration Committee recommends that the Board of Commissioners approve the FY 2026 Operating and Capital Budget.

**Attachments:**
- Executive Summary - Bi-State Development Operating and Capital Budget
- Budget Presentation
- Grant Resolutions

BI·STATE DEVELOPMENT



EXECUTIVE SUMMARY

# Operating & Capital Budget

DRAFT

FY 2026

GOVERNMENT FINANCE OFFICERS ASSOCIATION

# *Distinguished Budget Presentation Award*

**PRESENTED TO**

## Bi-State Development Agency of the Missouri-Illinois Metropolitan District

For the Fiscal Year Beginning

**July 01, 2024**

Christopher P. Morrill

**Executive Director**

DRAFT

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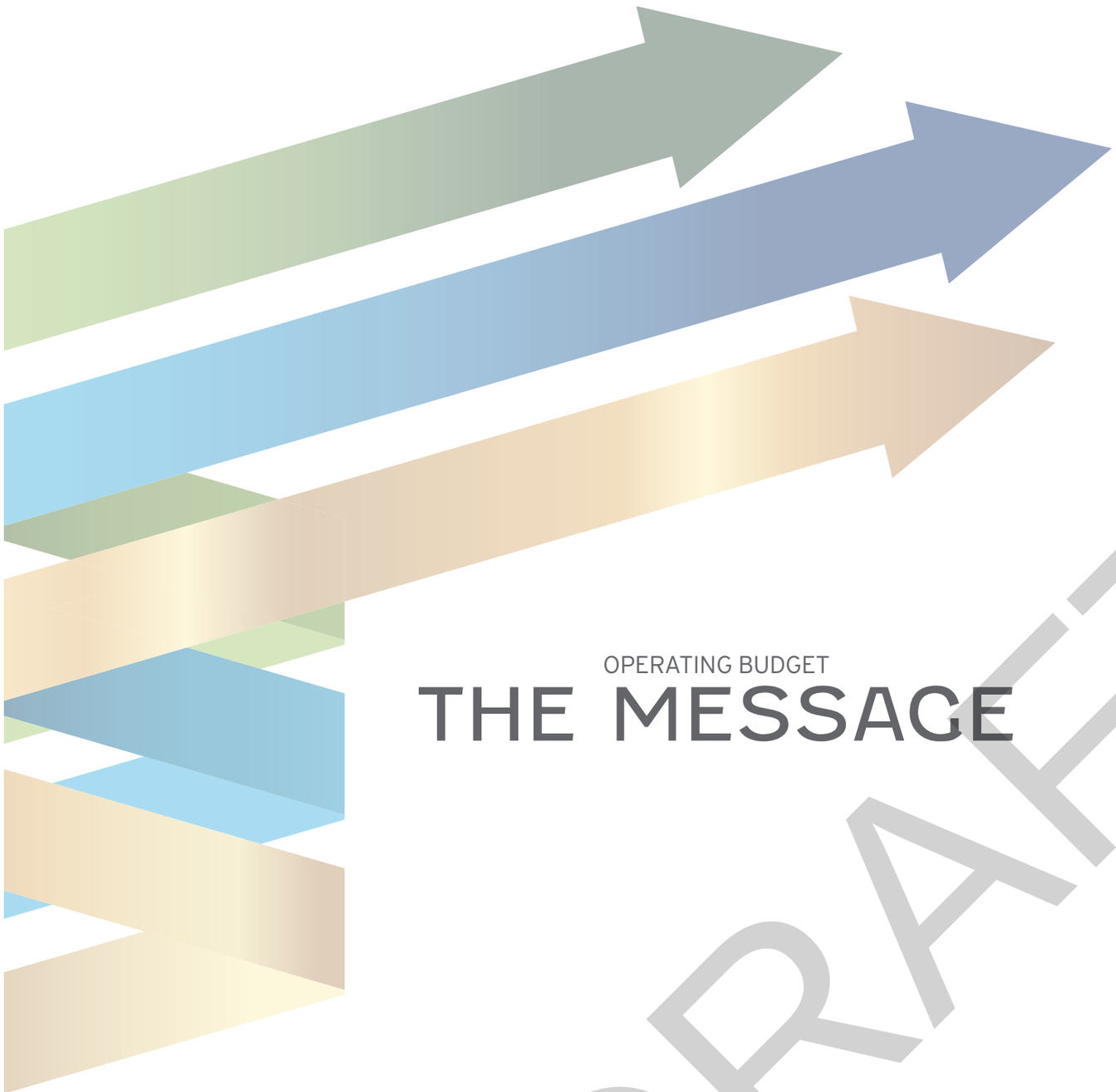
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OPERATING BUDGET

# THE MESSAGE

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BU240713

January 16, 2025

## Board of Commissioners, Funding Partners and St. Louis Region,

The Fiscal Year 2026 Operating and Capital Budget for the Bi-State Development Agency of the Missouri-Illinois Metropolitan District reflects our steadfast commitment to helping build a vibrant, well-connected region. This budget reflects the efficient utilization of resources to meet the evolving transportation and infrastructure needs of the St. Louis metropolitan area. Also included in this budget is the federally required three-year Transportation Improvement Program, which outlines essential operating and capital resources to support our stakeholders and achieve our regional transportation objectives.

The **Riverboats at the Gateway Arch** operation is focused on enhancing our guest experience through innovative promotions, expanded partnerships, and strategic operational improvements and aims for a 5% growth in cruise revenue. Prioritizing team development, safety, and cost-effective strategies, the plan ensures optimized revenue across all categories, while delivering exceptional experiences and sustainable growth.

The **Gateway Arch** continues its strong recovery of visitation and is projected to have the highest tram ridership since FY19. Our team is providing marketing and public relations support to the National Park Service in celebration of the grand reopening of the historic Old Courthouse. After being closed since 2020 for renovations, it will reopen in 2025, featuring upgraded facilities and new exhibit galleries.

**St. Louis Downtown Airport** remains a key economic driver, bolstering the aerospace sector with our largest tenant's (Gulfstream Aerospace) investments, which sustain 500 jobs and adds 200 more. Our FBO (Jet Aviation) has achieved record jet fuel sales, driven by expanding charter operations. Finally, we have been recognized with National General Aviation status by the FAA and secured an additional $1 million in annual funding for FY26.

The **St. Louis Regional Freightway** continues to strengthen the bi-state area's role as a national and global freight hub through targeted infrastructure investments and new initiatives such as the Aerospace and Aviation Taskforce. We are continuing collaboration in FY26 with local manufacturing, logistics sectors, and key partners to drive growth and promote newly developed industrial real estate sites. These efforts will solidify our position as a resilient, world-class freight and industrial hub.

Throughout the past year, **Metro Transit** has accomplished numerous milestones, demonstrating our dedication to enhancing mobility and accessibility in our region.

Our team:

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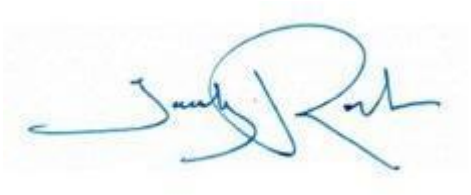


One Metropolitan Square
211 North Broadway, Suite 700
St. Louis, MO 63102-2759
BiStateDev.org

- Provided more than 20.4 million passenger trips—the highest since 2020,
- Welcomed 285 new operators and mechanics, and
- Eliminated Metro Call-A-Ride trip denials, reducing them from 45.2% to 0%.
- Prioritized service improvements, increasing frequency on 34 MetroBus routes, restoring evening services on 4 routes, and launched 4 streamlined MetroBus routes for faster and more convenient travel.
- Implemented major infrastructure advancements including Secure Platform Project upgrades at 5 MetroLink stations and
- Introduced Community Connect, a series of 13 impactful transit discussions that directly connected customer feedback with current and future Metro initiatives.

Our strategy rests on well-defined financial principles that emphasize controlling expense growth, fostering innovation, and driving revenue improvements. By maintaining a balanced approach, Bi-State Development remains dedicated to delivering high-quality services while maximizing the value of investments made by our local funding partners. Looking forward, the implementation of our new transit fare system and the anticipated completion of the Secure Platform Project within the next 12 months will greatly bolster revenue collection and reduce fare evasion, further securing our financial stability.

These principles, in place since 2019, have successfully guided us through challenges, including the COVID-19 pandemic, and continue to serve as a foundation for achieving long-term financial integrity. We are confident that Bi-State Development will remain a trusted and resilient steward for regional mobility, economic development, and quality of life.



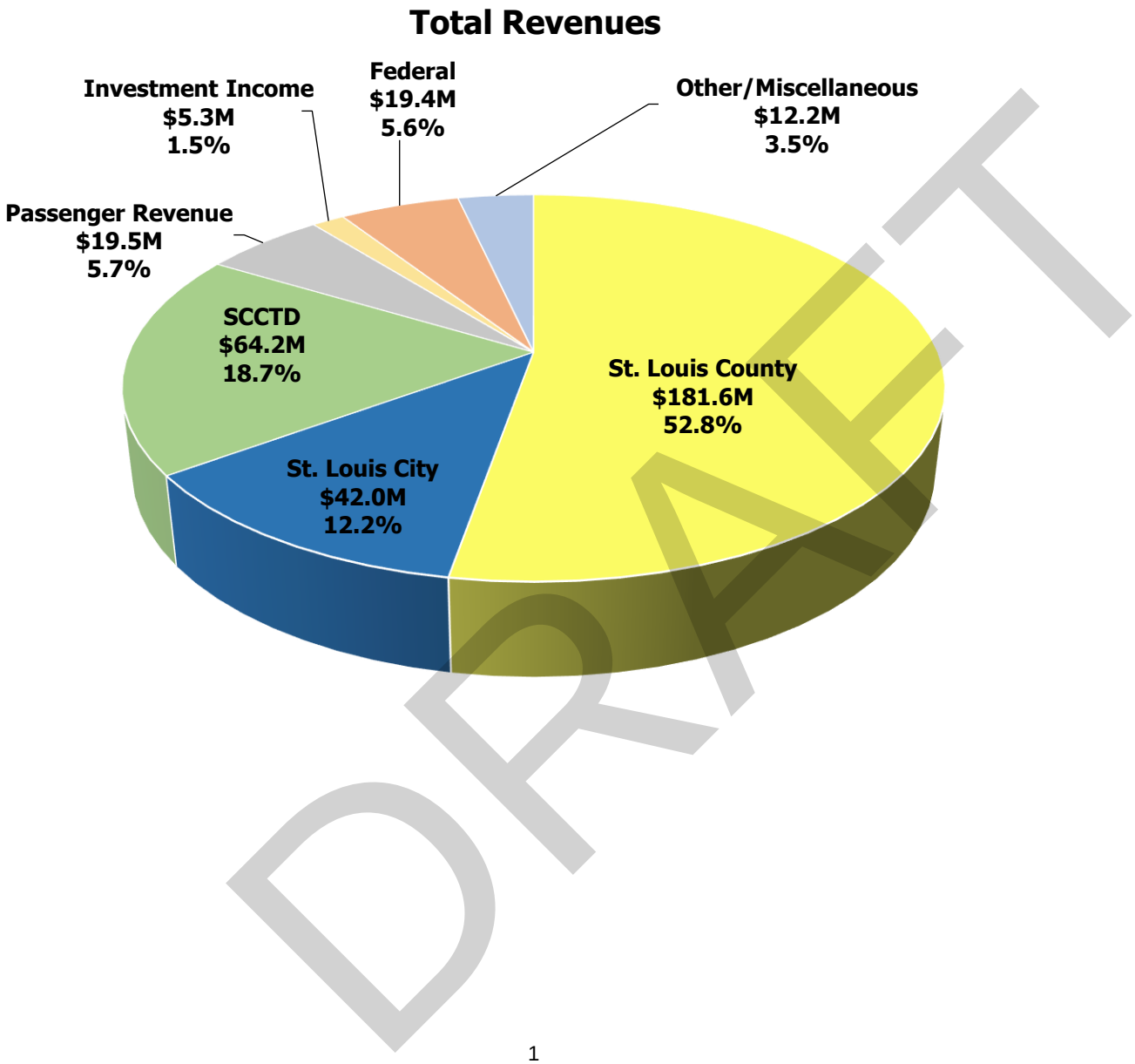
Taulby A. Roach
President and Chief Executive Officer

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# Financial Direction

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

BSD is focused on finding efficiencies through system and process improvements and revenue enhancement through improved ridership as part of our fiscal responsibility strategic initiative. For FY 2026, the current Transit projected revenue is $344,182,271. This includes approximately $19.5 million in passenger revenue. Our budget includes sales tax revenues from St. Louis County and St. Louis City and contract revenue from St. Clair County. The breakdown of total revenue is shown in the pie chart below.

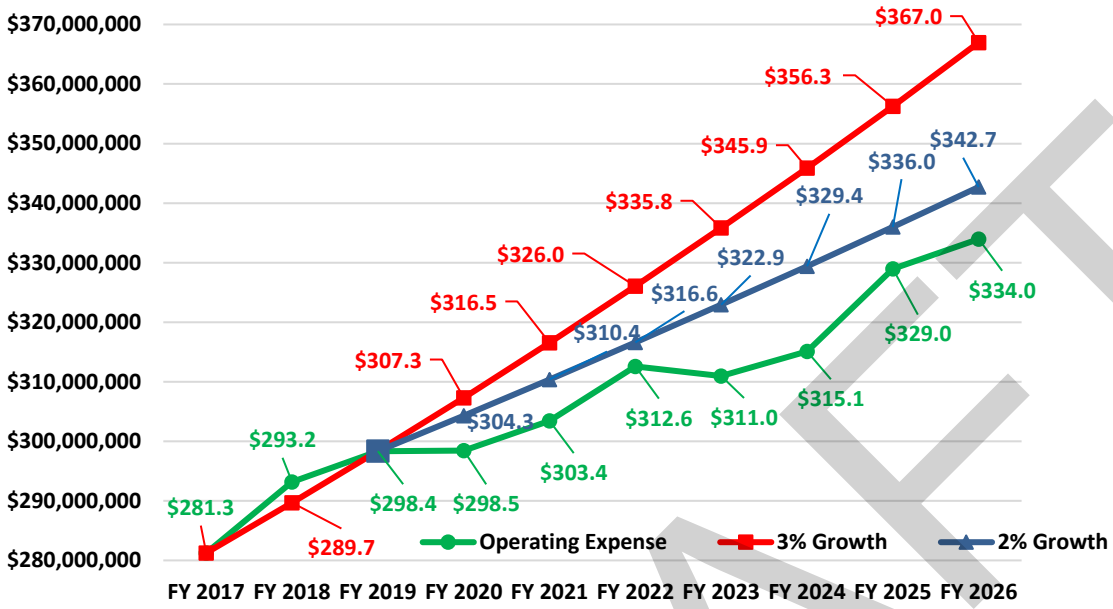



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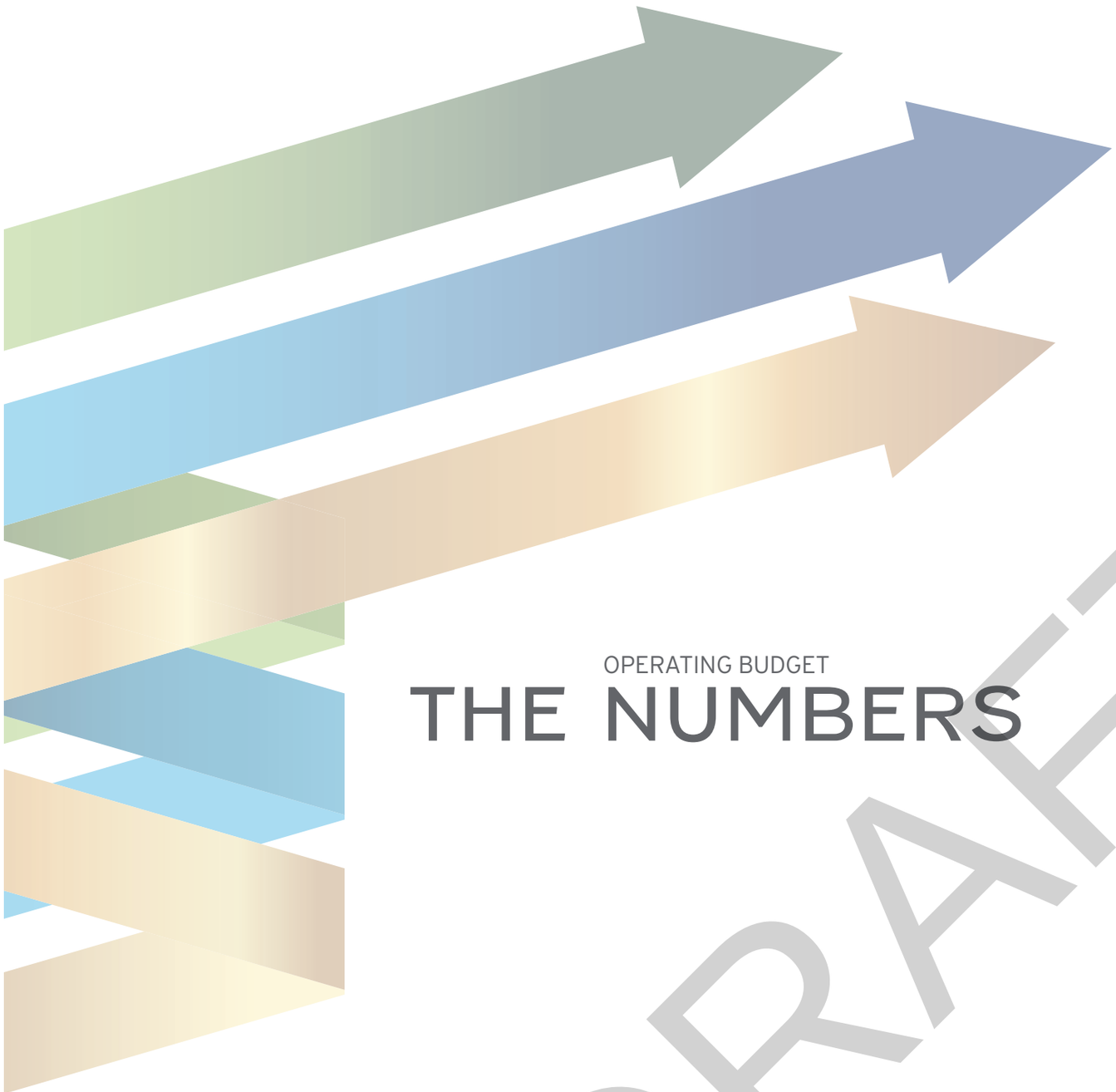
Transit projected operating costs for FY 2026 are $333,961,589. This is an increase of 1.5% percent from the prior year budgeted operating costs of $328,980,534. Salaries and benefits represent 64% of the total operating costs. Wage increases accounting for the majority of the increase in operating expense from FY2025 to FY2026. BSD manages the financial risk associated with diesel fuel with a fuel hedge program that offsets price increases at the pump and provides stability to our FY 2026 budget by gradually increasing costs related to this expense over time. A more financially astute team has managed to maintain a budgeted average growh rate of 1.64% over the last 7 years despite an intense labor market driving salaries higher, rising inflation cost and supply chain issues. Our goal is to continue to remain below a 2.00% average growth, but strive for 1.5% average growth.

## Fiscal Responsibility

### 7-Year Average Annual Growth Rate 1.64%




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OPERATING BUDGET

# THE NUMBERS

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BU240713

## Combining Statement of Revenue & Expense (by Enterprise)

| | Metro Transit | Gateway Arch | Riverfront Attractions | St. Louis Downtown Airport | St. Louis Regional Freightway | Executive Services | Health Self-Insurance Fund | Casualty Self-Insurance Fund | Workers Comp Self-Insurance Fund | Arts In Transit | Research Institute | Total BSD | Eliminations | Total After Eliminations |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Passenger revenue | $ 19,518,676 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 19,518,676 | $ - | $ 19,518,676 |
| Paratransit contract | 950,083 | - | - | - | - | - | - | - | - | - | - | 950,083 | - | 950,083 |
| Other operating revenue | 3,303,731 | 24,000 | 372,770 | 182,200 | - | - | - | - | - | 74,193 | - | 3,956,894 | (70,186) | 3,886,708 |
| Agency operating revenue | - | - | - | - | - | 4,195,113 | - | - | - | - | - | 4,195,113 | (3,841,029) | 354,084 |
| Arch ticket sales | - | 10,080,284 | - | - | - | - | - | - | - | - | - | 10,080,284 | - | 10,080,284 |
| Service/fee revenue | - | 416,762 | - | - | - | - | - | - | - | - | - | 416,762 | - | 416,762 |
| Sales discounts revenue | - | (15,120) | - | - | - | - | - | - | - | - | - | (15,120) | - | (15,120) |
| Regional freight fees | - | - | - | - | 400,000 | - | - | - | - | - | - | 400,000 | - | 400,000 |
| Aircraft parking | - | - | - | 153,770 | - | - | - | - | - | - | - | 153,770 | - | 153,770 |
| Leased acreage | - | - | - | 736,320 | - | - | - | - | - | - | - | 736,320 | - | 736,320 |
| Hangar rental | - | - | - | 868,120 | - | - | - | - | - | - | - | 868,120 | - | 868,120 |
| Aviation sale flowage fee | - | - | - | 137,600 | - | - | - | - | - | - | - | 137,600 | - | 137,600 |
| Airport concessions | - | - | - | 116,200 | - | - | - | - | - | - | - | 116,200 | - | 116,200 |
| Cruise revenue | - | - | 3,010,298 | - | - | - | - | - | - | - | - | 3,010,298 | - | 3,010,298 |
| Food and beverage revenue | - | - | 1,057,790 | - | - | - | - | - | - | - | - | 1,057,790 | - | 1,057,790 |
| Retail revenue | - | - | 133,762 | - | - | - | - | - | - | - | - | 133,762 | - | 133,762 |
| Employee health | - | - | - | - | - | - | 8,150,641 | - | - | - | - | 8,150,641 | - | 8,150,641 |
| Employer health | - | - | - | - | - | - | 35,566,395 | - | - | - | - | 35,566,395 | (35,566,395) | - |
| ISF-Casualty insurance revenue | - | - | - | - | - | - | - | 10,967,814 | - | - | - | 10,967,814 | (10,967,814) | - |
| ISF-Workers comp revenue | - | - | - | - | - | - | - | - | 9,503,673 | - | - | 9,503,673 | (9,503,673) | - |
| Total operating revenues | 23,772,490 | 10,505,926 | 4,574,621 | 2,194,210 | 400,000 | 4,195,113 | 43,717,036 | 10,967,814 | 9,503,673 | 74,193 | - | 109,905,075 | (59,949,097) | 49,955,978 |
| Total grants & assistance | 314,385,281 | - | - | 250,000 | - | - | - | - | - | - | - | 314,635,281 | - | 314,635,281 |
| Interest revenue | 5,274,500 | 625,000 | 25,008 | 80,500 | - | 4,468,618 | 46,000 | 421,500 | 587,800 | - | - | 11,528,926 | - | 11,528,926 |
| Pass through grant revenue | 750,000 | - | - | - | - | - | - | - | - | - | - | 750,000 | - | 750,000 |
| Total revenues | 344,182,271 | 11,130,926 | 4,599,629 | 2,524,710 | 400,000 | 8,663,731 | 43,763,036 | 11,389,314 | 10,091,473 | 74,193 | - | 436,819,282 | (59,949,097) | 376,870,185 |
| Wages and benefits | 210,933,684 | 3,208,194 | 1,953,589 | 1,149,302 | 187,477 | 2,980,881 | 908,901 | 143,814 | 148,673 | - | - | 221,614,515 | - | 221,614,515 |
| Services | 61,193,198 | 2,898,168 | 600,525 | 163,100 | 352,000 | 1,769,940 | 355,540 | 424,000 | 377,000 | 73,793 | - | 68,207,264 | - | 68,207,264 |
| Fuel, materials and supplies | 34,003,749 | 530,786 | 753,592 | 106,300 | 4,100 | 11,740 | 28,100 | - | - | 400 | - | 35,438,767 | - | 35,438,767 |
| Casualty and liability costs | 10,967,814 | 47,550 | 333,291 | 195,931 | - | 73,496 | - | 5,400,000 | 275,000 | - | - | 17,293,082 | (5,400,000) | 11,893,082 |
| Utilities | 9,450,371 | 127,714 | 108,192 | 367,500 | - | 3,500 | 4,680 | - | - | - | - | 10,061,957 | - | 10,061,957 |
| Leases, other and admin. charges | 7,412,773 | 2,043,162 | 369,114 | 202,731 | 42,000 | 561,580 | 77,320 | - | 300,000 | - | - | 11,008,680 | (5,195,113) | 5,813,567 |
| Health and welfare self-insurance | - | - | - | - | - | - | 42,546,026 | - | - | - | - | 42,546,026 | (35,566,395) | 6,979,631 |
| Casualty self-insurance | - | - | - | - | - | - | - | 5,421,500 | - | - | - | 5,421,500 | (5,567,814) | (146,314) |
| Workers comp self-insurance | - | - | - | - | - | - | - | - | 8,990,800 | - | - | 8,990,800 | (9,503,673) | (512,873) |
| Total operating expenses | 333,961,589 | 8,855,574 | 4,118,303 | 2,184,864 | 585,577 | 5,401,137 | 43,920,567 | 11,389,314 | 10,091,473 | 74,193 | - | 420,582,591 | (61,232,995) | 359,349,596 |
| Interest expense | 11,595,740 | 161,180 | - | - | - | - | - | - | - | - | - | 11,756,921 | - | 11,756,921 |
| Contributions to outside entities | 2,400,000 | 421,400 | - | - | - | - | 12,000 | - | - | - | - | 2,833,400 | - | 2,833,400 |
| Gain (loss) on disposition of assets | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Pass through grant expense | 750,499 | - | - | - | - | - | - | - | - | - | - | 750,499 | - | 750,499 |
| Other non-operating expense | 307,860 | - | - | - | - | - | - | - | - | - | - | 307,860 | - | 307,860 |
| Total expenses | 349,015,688 | 9,438,154 | 4,118,303 | 2,184,864 | 585,577 | 5,401,137 | 43,932,567 | 11,389,314 | 10,091,473 | 74,193 | - | 436,231,271 | (61,232,995) | 374,998,276 |
| Net income (Deficit) before depreciation and transfers | (4,833,417) | 1,692,772 | 481,326 | 339,846 | (185,577) | 3,262,594 | (169,531) | 0 | 0 | 0 | 0 | 588,011 | 1,283,898 | 1,871,909 |
| Depreciation and ammortization | 62,381,231 | - | 131,806 | 1,206,384 | - | - | - | - | - | - | - | 63,719,421 | - | 63,719,421 |
| Net income (Deficit) | $ (67,214,648) | $ 1,692,772 | $ 349,520 | $ (866,538) | $ (185,577) | $ 3,262,594 | $ (169,531) | $ - | $ - | $ - | $ - | $ (63,131,410) | $ 1,283,898 | $ (61,847,512) |

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**Bi-State Development**
**Combined Statement of Revenue and Expenses**

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| Operating revenue: | | | | | |
| Passenger and service revenue | $ 40,829,438 | $ 42,650,963 | $ 40,479,762 | $ (2,171,201) | |
| Other | 6,688,508 | 5,461,963 | 5,236,791 | (225,172) | |
| Charges for services | 54,792,181 | 53,279,767 | 64,188,523 | 10,908,756 | |
| Total operating revenue: | 102,310,127 | 101,392,693 | 109,905,076 | 8,512,383 | 8.4% |
| State and local | 218,961,838 | 286,338,746 | 295,264,055 | 8,925,309 | |
| Federal | 20,398,349 | 20,155,000 | 19,371,226 | (783,774) | |
| Total grants & contractual revenue | 239,360,188 | 306,493,746 | 314,635,281 | 8,141,535 | 2.7% |
| Non-Operating Revenue: | | | | | |
| Interest revenue | 7,180,423 | 28,480,778 | 11,528,926 | (16,951,852) | |
| Other non-operating revenue | 1,044,296 | 1,735,991 | 750,000 | (985,991) | |
| Total non-operating revenue: | 8,224,719 | 30,216,769 | 12,278,926 | (17,937,843) | -59.4% |
| Total revenue: | 349,895,034 | 438,103,208 | 436,819,283 | (1,283,925) | -0.3% |
| Intercompany revenue eliminations | (53,061,684) | (48,925,595) | (59,949,097) | (11,023,502) | |
| Total revenue less eliminations: | 296,833,350 | 389,177,613 | 376,870,186 | (12,307,427) | -3.2% |
| | | | | | |
| Operating expense: | | | | | |
| Wages and benefits | 199,187,741 | 215,629,425 | 221,614,515 | 5,985,090 | 2.8% |
| Services | 55,849,801 | 65,166,756 | 68,207,264 | 3,040,508 | |
| Fuel and lubricants | 9,307,204 | 11,439,466 | 11,105,687 | (333,779) | |
| Parts and supplies | 22,142,196 | 26,111,138 | 24,333,080 | (1,778,058) | |
| Casualty and liability costs | 19,351,431 | 16,521,233 | 17,293,082 | 771,849 | |
| Interfund administrative charges | 5,075,207 | 4,169,734 | 5,240,113 | 1,070,379 | |
| Utilities | 8,218,136 | 9,809,260 | 10,061,957 | 252,697 | |
| Leases and other expenses | 7,528,082 | 8,768,983 | 5,768,567 | (3,000,416) | |
| Health self-insurance claims | 36,753,674 | 37,256,520 | 42,546,026 | 5,289,506 | |
| Casualty & work comp self-insurance claims | 18,750,717 | 12,100,000 | 14,412,300 | 2,312,300 | |
| **Total operating expense** | **382,164,190** | **406,972,515** | **420,582,591** | **13,610,076** | **3.3%** |
| Non-operating expense: | | | | | |
| Interest expense | 10,267,811 | 19,263,945 | 11,756,921 | (7,507,024) | |
| Contributions to outside entities | 1,841,988 | 2,735,800 | 2,833,400 | 97,600 | |
| Other non-operating expense | 1,259,320 | 3,063,490 | 1,058,359 | (2,005,131) | |
| Total non-operating expense | 13,369,120 | 25,063,235 | 15,648,680 | (9,414,555) | -37.6% |
| Total expense: | 395,533,310 | 432,035,750 | 436,231,271 | 4,195,520 | 1.0% |
| Intercompany expense eliminations | (52,992,193) | (48,925,595) | (61,232,994) | (12,307,399) | |
| **Total expense less eliminations:** | **342,541,117** | **383,110,155** | **374,998,277** | **(8,111,879)** | **-2.1%** |
| | | | | - | |
| **Income (decifit) before depreciation and trar** | **(45,638,276)** | **6,067,458** | **588,013** | **(5,479,445)** | **-90.3%** |
| Depreciation | 72,806,164 | 66,021,766 | 63,719,421 | (2,302,345) | |
| Net transfers | - | - | - | - | |
| **Net Income (decifit)** | **(118,444,440)** | **(59,954,308)** | **(63,131,408)** | **(3,177,100)** | **-5.3%** |

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

| | Budget 2025 | Budget 2026 | Variance |
|---|---|---|---|
| **Metro Transit Operations** | | | |
| MetroBus Operations | 738 | 745 | 7 |
| Metro Transit Operations | 2 | 2 | - |
| Security | 68 | 68 | - |
| MetroLink Operations | 141 | 138 | (3) |
| Paratransit Operations | 225 | 226 | 1 |
| Vehicle and Facility Maintenance | 370 | 354 | (16) |
| Maintenance of Way | 159 | 149 | (10) |
| Service Planning | 40 | 41 | 1 |
| Engineering and New Systems | 18 | 17 | (1) |
| ADA Services | 1 | 1 | - |
| Executive Director of Metro Transit | 3 | 3 | - |
| **Total Metro Transit Operations** | **1,765** | **1,744** | **(21)** |
| **Operational Support** | | | |
| Executive Vice-President for Administration | 8 | 7 | (1) |
| Chief Information Security Officer | - | 3 | 3 |
| Procurement Matls Mgmt & Supplier Diversity | 58 | 70 | 12 |
| Treasury | 5 | 5 | - |
| Controllers Group | 18 | 16 | (2) |
| Passenger Revenue | 31 | 36 | 5 |
| Finance Administration | 5 | 6 | 1 |
| Information Technology | 39 | 55 | 16 |
| Human Resources | 17 | 18 | 1 |
| Compensation and Workforce Analytic | 2 | 2 | - |
| Training Management Development | 2 | 2 | - |
| Pension and Retiree Benefits | 1 | 1 | - |
| Absence Management | 3 | 3 | - |
| Risk Management | 2 | 3 | 1 |
| Labor Relations | 2 | 2 | - |
| Workforce Diversity and EEO | 2 | 1 | (1) |
| Executive VP Organizational Effectiveness | 5 | 2 | (3) |
| Culture and Change Management | 2 | 2 | - |
| Marketing | 22 | 25 | 3 |
| Meridian Garage and Real Estate | 2 | 2 | - |
| Safety | 11 | 11 | - |
| Emergency Management | 1 | 1 | - |
| Drug and Alcohol | 2 | 2 | - |
| **Total Metro Transit** | **2,005** | **2,019** | **14** |
| | | | |
| Executive Services | 18 | 16 | (2) |
| Gateway Arch | 18 | 17 | (1) |
| St. Louis Downtown Airport | 10 | 10 | - |
| Riverfront Attractions | 13 | 10 | (3) |
| St. Louis Regional Freightway | 2 | 2 | - |
| Health Self Insurance SIF | 8 | 8 | - |
| Casualty Self Insurance SIF | 1 | 1 | - |
| Workers Comp Self Insurance SIF | 1 | 1 | - |
| Bi-State Development Research Institute | - | - | - |
| Arts In Transit (AIT) | - | - | - |
| **Total Bi-State Development** | **2,076** | **2,084** | **8** |

## Personnel by Paygroup

| | Budget 2025 | Budget 2026 | Variance |
|---|---|---|---|
| Bus Operators (FT) | 650 | 650 | - |
| Bus Operators (PT) | - | - | - |
| Light Rail Operators | 102 | 102 | - |
| Van Operators | 180 | 180 | - |
| **Total Operators** | **932** | **932** | **-** |
| 788 Clerical | 43 | 43 | - |
| 788 Service | 84 | 86 | 2 |
| 788 Maint | 297 | 310 | 13 |
| IBEW | 65 | 65 | - |
| Salaried | 655 | 648 | (7) |
| **Total Bi-State Development** | **2,076** | **2,084** | **8** |

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## Metro Transit System - Statement of Revenue and Expense

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| Operating revenue: | | | | - | - |
| Passenger revenue | | | | - | - |
| Bus/rail revenue | $ 18,861,768 | $ 21,165,370 | $ 18,985,393 | $ (2,179,977) | |
| C-A-R revenue | 528,003 | 694,076 | 533,283 | (160,793) | |
| Total Passenger Revenue | 19,389,772 | 21,859,446 | 19,518,676 | (2,340,770) | -10.7% |
| Paratransit contracts | 940,676 | 1,724,163 | 950,083 | (774,080) | |
| Other operating revenue | 4,586,646 | 2,831,196 | 3,303,731 | 472,535 | |
| Total operating revenue | 24,917,094 | 26,414,805 | 23,772,490 | (2,642,315) | -10.0% |
| Non-Operating Revenue: | | | | - | - |
| Grant, sales tax & contractual | 239,360,188 | 306,353,746 | 314,385,281 | 8,031,535 | |
| Investment income | 5,714,515 | 15,560,625 | 5,274,500 | (10,286,125) | |
| Capital lease revenue | - | 7,275,841 | - | (7,275,841) | |
| Other misc non-operational revei | 669,345 | 1,735,991 | 750,000 | (985,991) | |
| Total Non-operating revenue | 245,744,048 | 330,926,203 | 320,409,781 | (10,516,422) | -3.2% |
| Total Revenues | 270,661,142 | 357,341,008 | 344,182,271 | (13,158,737) | -3.7% |
| | | | | | |
| Operating Expenses: | | | | | |
| Total Wages & Benefits | 189,986,962 | 204,822,811 | 210,933,684 | 6,110,873 | 3.0% |
| Services | 50,818,286 | 58,163,170 | 61,193,198 | 3,030,028 | |
| Fuel and lubrications | 9,217,399 | 11,293,198 | 10,963,351 | (329,847) | |
| Parts and supplies | 21,365,683 | 24,568,888 | 23,040,398 | (1,528,490) | |
| Casualty and liability costs | 14,624,674 | 11,275,455 | 10,967,814 | (307,641) | |
| Utilities | 7,641,596 | 9,218,601 | 9,450,371 | 231,770 | |
| Other operating expenses | 5,775,527 | 6,442,852 | 3,305,269 | (3,137,583) | |
| Management fees | 3,749,686 | 3,195,555 | 4,107,504 | 911,949 | |
| **Total Operating Expenses** | **303,179,813** | **328,980,530** | **333,961,589** | **4,981,059** | **1.5%** |
| Non-Operating Expense: | | | | | |
| Capital lease expense | 204,220 | 7,461,841 | 307,860 | (7,153,981) | |
| Interest expense | 9,719,487 | 11,821,023 | 11,595,740 | (225,283) | |
| Sheltered workshop | 1,512,847 | 2,440,000 | 2,400,000 | (40,000) | |
| Other misc non-oper. expense | (3,996,629) | 2,877,490 | 750,499 | (2,126,991) | |
| Total Non-Operating Expenses | 7,439,926 | 24,600,354 | 15,054,099 | (9,546,255) | -38.8% |
| Total Expenses | 310,619,738 | 353,580,884 | 349,015,688 | (4,565,196) | -1.3% |
| **Net Income (Decefit) Before Depreciation** | **(39,958,596)** | **3,760,124** | **(4,833,417)** | **(8,593,541)** | **-228.5%** |
| Depreciation | 71,275,597 | 64,559,692 | 62,381,231 | (2,178,461) | |
| Net transfers | 5,193,350 | 3,877,144 | - | (3,877,144) | |
| **Net Income (Decefit)** | **$ (116,427,543)** | **$ (64,676,717)** | **$ (67,214,648)** | **$ (2,537,931)** | **3.9%** |

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

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| **Missouri:** | | | | | |
| City of St. Louis 1/2 cent sales tax | $ 22,894,985 | $ 22,886,371 | $ 23,344,099 | $ 457,728 | |
| City of St. Louis 1/4 cent sales tax | 10,204,743 | 10,004,578 | 10,238,287 | $ 233,709 | |
| City of St. Louis Prop M2 sales tax | 6,406,618 | 8,205,846 | 8,443,087 | $ 237,241 | |
| **Total City of St. Louis** | **39,506,346** | **41,096,795** | **42,025,473** | **928,678** | **2.3%** |
| St Louis County 1/2 cent sales tax | 32,866,357 | 45,873,397 | 45,805,128 | $ (68,269) | |
| St Louis County 1/4 cent sales tax | 33,977,531 | 37,786,149 | 38,792,954 | $ 1,006,805 | |
| St Louis County Prop A sales tax | 47,523,637 | 94,932,405 | 96,951,055 | $ 2,018,650 | |
| **Total St. Louis County** | **114,367,526** | **178,591,951** | **181,549,137** | **2,957,186** | **1.7%** |
| | | | | | |
| Other Local Match - MO | 682,036 | 450,000 | 2,148,526 | $ 1,698,526 | |
| Planning and demo reimbursement | - | 160,000 | - | $ (160,000) | |
| **Total Other Local MO** | **682,036** | **610,000** | **2,148,526** | **1,538,526** | **252.2%** |
| General Operating & Special MODOT | 4,951,770 | 750,000 | 5,001,288 | $ 4,251,288 | |
| **Total State Of Missouri** | **4,951,770** | **750,000** | **5,001,288** | **4,251,288** | **566.8%** |
| **Total Missouri local & state:** | **159,507,678** | **221,048,746** | **230,724,423** | **9,675,677** | **4.4%** |
| | | | | 0 | |
| **Illinois:** | | | | **-** | |
| St Clair County | 59,180,714 | 64,900,000 | 64,247,965 | $ (652,035) | |
| Other Local Match - IL | 273,446 | 250,000 | 41,667 | $ (208,333) | |
| **Total Illinois local & state** | **59,454,160** | **65,150,000** | **64,289,632** | **$ (860,368)** | **-1.3%** |
| **Total local & state** | **218,961,838** | **286,198,746** | **295,014,055** | **$ 8,815,309** | **3.1%** |
| | | | | | |
| Federal: | | | | | |
| Vehicle Maintenance | 16,000,000 | 16,000,000 | 16,000,000 | $ - | |
| Non-capitalized projects | 4,300,674 | 4,155,000 | 3,371,226 | $ (783,774) | |
| Other Federal | 97,675 | - | - | $ - | |
| **Total Federal:** | **20,398,349** | **20,155,000** | **19,371,226** | **(783,774)** | **-3.9%** |
| | | | | 0 | 0.0% |
| **Total grants, sales tax & contractual revenue** | **$ 239,360,188** | **$ 306,353,746** | **$ 314,385,281** | **$ 8,031,535** | **2.6%** |

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

## Transit Operations - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Bus Transporation** | | | | |
| Wages & benefits without OPEB | 68,729,884 | 67,823,857 | (906,027) | (1.3%) |
| Other post-employment benefits | (130,300) | 0 | 130,300 | (100.0%) |
| Services | 333,907 | 338,835 | 4,928 | 1.5% |
| Parts and supplies | 128,315 | 222,542 | 94,227 | 73.4% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 41,300 | 39,400 | (1,900) | (4.6%) |
| Leases and other expense | 177,857 | 245,357 | 67,500 | 38.0% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **69,280,963** | **68,669,991** | **(610,972)** | **(0.9%)** |
| **Rail Transporation** | | | | |
| Wages & benefits without OPEB | 16,634,630 | 14,363,000 | (2,271,630) | (13.7%) |
| Other post-employment benefits | (79,100) | 0 | 79,100 | (100.0%) |
| Services | (5,262) | (192,864) | (187,602) | 3565.2% |
| Parts and supplies | 5,792 | 77,139 | 71,347 | 1231.8% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 28,400 | 19,900 | (8,500) | (29.9%) |
| Leases and other expense | 9,857 | 17,804 | 7,947 | 80.6% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **16,594,317** | **14,284,979** | **(2,309,338)** | **(13.9%)** |

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# Transit Operations - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Paratransit Transporation** | | | | |
| Wages & benefits without OPEB | 14,106,969 | 16,335,463 | 2,228,494 | 15.8% |
| Other post-employment benefits | (51,700) | 0 | 51,700 | (100.0%) |
| Services | 178,109 | 178,800 | 691 | 0.4% |
| Parts and supplies | 32,800 | 47,100 | 14,300 | 43.6% |
| Casualty and liability costs | 0 | 13,000 | 13,000 | 0.0% |
| Utilities | 6,000 | 6,000 | 0 | 0.0% |
| Leases and other expense | 39,957 | 34,700 | (5,257) | (13.2%) |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **14,312,135** | **16,615,063** | **2,302,928** | **16.1%** |
| **Vehicle Maintenance** | | | | |
| Wages & benefits without OPEB | 33,158,716 | 41,006,499 | 7,847,783 | 23.7% |
| Other post-employment benefits | (146,035) | 0 | 146,035 | (100.0%) |
| Services | 3,539,130 | 4,041,873 | 502,743 | 14.2% |
| Fuel and lubrications | 11,349,078 | 10,898,839 | (450,239) | (4.0%) |
| Parts and supplies | 16,240,812 | 16,589,335 | 348,522 | 2.1% |
| Casualty and liability costs | (76,524) | (100,000) | (23,476) | 30.7% |
| Utilities | 515,576 | 318,701 | (196,875) | (38.2%) |
| Leases and other expense | 298,720 | 379,668 | 80,947 | 27.1% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **64,879,474** | **73,134,915** | **8,255,441** | **12.7%** |
| **Facility Maintenance** | | | | |
| Wages & benefits without OPEB | 6,554,526 | 6,850,057 | 295,531 | 4.5% |
| Other post-employment benefits | (24,000) | 0 | 24,000 | (100.0%) |
| Services | 3,591,940 | 3,742,154 | 150,214 | 4.2% |
| Fuel and lubrications | 0 | 0 | 0 | 0.0% |
| Parts and supplies | 1,518,045 | 1,499,850 | (18,195) | (1.2%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 2,488,700 | 2,768,720 | 280,020 | 11.3% |
| Leases and other expense | 56,000 | 188,994 | 132,994 | 237.5% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **14,185,211** | **15,049,775** | **864,564** | **6.1%** |

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# Transit Operations - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Maintenance of Way** | | | | |
| Wages & benefits without OPEB | 17,413,332 | 19,503,417 | 2,090,085 | 12.0% |
| Other post-employment benefits | (103,600) | 0 | 103,600 | (100.0%) |
| Services | 10,112,547 | 10,377,159 | 264,611 | 2.6% |
| Other Lubricants | 0 | 0 | 0 | 0.0% |
| Parts and supplies | 3,290,837 | 3,519,110 | 228,274 | 6.9% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 5,596,144 | 5,770,627 | 174,483 | 3.1% |
| Leases and other expense | 187,065 | 266,746 | 79,681 | 42.6% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **36,496,325** | **39,437,059** | **2,940,734** | **8.1%** |
| **Operations Training** | | | | |
| Wages & benefits without OPEB | 2,554,585 | 5,163,496 | 2,608,911 | 102.1% |
| Other post-employment benefits | (18,300) | 0 | 18,300 | (100.0%) |
| Services | 46,900 | 77,230 | 30,330 | 64.7% |
| Parts and supplies | 97,613 | 114,874 | 17,261 | 17.7% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 4,500 | 9,564 | 5,064 | 112.5% |
| Leases and other expense | 119,328 | 95,712 | (23,616) | (19.8%) |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **2,804,625** | **5,460,876** | **2,656,250** | **94.7%** |
| **Planning and Development** | | | | |
| Wages & benefits without OPEB | 3,662,915 | 4,042,280 | 379,365 | 10.4% |
| Other post-employment benefits | (18,100) | 0 | 18,100 | (100.0%) |
| Services | 7,052,117 | 6,893,683 | (158,434) | (2.2%) |
| Parts and supplies | 222,687 | 219,780 | (2,907) | (1.3%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 5,400 | 3,220 | (2,180) | (40.4%) |
| Leases and other expense | 55,213 | 70,494 | 15,281 | 27.7% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **10,980,232** | **11,229,457** | **249,225** | **2.3%** |
| **ADA Services** | | | | |
| Wages & benefits without OPEB | 188,592 | 190,621 | 2,029 | 1.1% |
| Other post-employment benefits | (2,800) | 0 | 2,800 | (100.0%) |
| Services | 1,010,604 | 1,129,774 | 119,170 | 11.8% |
| Parts and supplies | 3,210 | 23,900 | 20,690 | 644.6% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 1,620 | 1,428 | (192) | (11.9%) |
| Leases and other expense | 25,670 | 27,315 | 1,645 | 6.4% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **1,226,895** | **1,373,038** | **146,142** | **11.9%** |

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# Transit Operations - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Operations Administration** | | | | |
| Wages & benefits without OPEB | 379,528 | 412,068 | 32,540 | 8.6% |
| Other post-employment benefits | (8,500) | 0 | 8,500 | (100.0%) |
| Services | 532,265 | 231,324 | (300,941) | (56.5%) |
| Parts and supplies | 6,574 | 4,020 | (2,554) | (38.9%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 900 | 636 | (264) | (29.3%) |
| Leases and other expense | 19,698 | 39,458 | 19,760 | 100.3% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **930,465** | **687,506** | **(242,959)** | **(26.1%)** |
| **Labor Relations** | | | 0 | 0.0% |
| Wages & benefits without OPEB | 223,899 | 320,614 | 96,715 | 43.2% |
| Other post-employment benefits | (2,200) | 0 | 2,200 | (100.0%) |
| Services | 559,325 | 38,400 | (520,925) | (93.1%) |
| Parts and supplies | 2,612 | 2,496 | (116) | (4.4%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 1,200 | 1,200 | 0 | 0.0% |
| Leases and other expense | 6,914 | 21,984 | 15,070 | 218.0% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **791,749** | **384,694** | **(407,055)** | **(51.4%)** |
| **Transit Operations Total** | | | | |
| **Wages & benefits without OPEB** | **163,607,575** | **176,011,371** | **12,403,796** | **7.6%** |
| **Other post-employment benefits** | **(584,635)** | **0** | **584,635** | **(100.0%)** |
| **Services** | **26,951,582** | **26,856,368** | **(95,214)** | **(0.4%)** |
| **Fuel and lubrications** | **11,349,078** | **10,898,839** | **(450,239)** | **(4.0%)** |
| **Parts and supplies** | **21,549,297** | **22,320,146** | **770,849** | **3.6%** |
| **Casualty and liability costs** | **(76,524)** | **(87,000)** | **(10,476)** | **13.7%** |
| **Utilities** | **8,689,740** | **8,939,396** | **249,656** | **2.9%** |
| **Leases and other expense** | **996,279** | **1,388,232** | **391,953** | **39.3%** |
| **Agency fees** | **0** | **0** | **0** | **0.0%** |
| **Operating expense** | **232,482,392** | **246,327,352** | **13,844,961** | **6.0%** |

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# Executive Vice-President - Administration - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Procurement & Inventory Management** | | | | |
| Wages & benefits without OPEB | 5,657,631 | 6,971,134 | 1,313,503 | 23.2% |
| Other post-employment benefits | (49,800) | 0 | 49,800 | (100.0%) |
| Services | 88,925 | 158,150 | 69,225 | 77.8% |
| Parts and supplies | 566,014 | 670,138 | 104,124 | 18.4% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 2,060 | 6,976 | 4,916 | 238.6% |
| Leases and other expense | 78,324 | 177,005 | 98,681 | 126.0% |
| **Operating expense** | **6,343,154** | **7,983,403** | **1,640,249** | **25.9%** |
| **Workforce Diversity & EEO** | | | | |
| Wages & benefits without OPEB | 211,165 | 126,663 | (84,501) | (40.0%) |
| Other post-employment benefits | (4,100) | 0 | 4,100 | (100.0%) |
| Services | 22,680 | 0 | (22,680) | (100.0%) |
| Parts and supplies | 12,248 | 12,300 | 52 | 0.4% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 1,800 | 1,800 | 0 | 0.0% |
| Leases and other expense | 52,476 | 52,300 | (176) | (0.3%) |
| **Operating expense** | **296,269** | **193,063** | **(103,205)** | **(34.8%)** |
| **Information Technology** | | | | |
| Wages & benefits without OPEB | 5,549,469 | 7,442,714 | 1,893,246 | 34.1% |
| Other post-employment benefits | (89,680) | 0 | 89,680 | (100.0%) |
| Services | 5,704,558 | 6,998,169 | 1,293,611 | 22.7% |
| Parts and supplies | 97,314 | 78,304 | (19,010) | (19.5%) |
| Casualty and liability costs | 341,322 | 0 | (341,322) | (100.0%) |
| Utilities | 350,192 | 303,288 | (46,904) | (13.4%) |
| Leases and other expense | 117,372 | 239,232 | 121,860 | 103.8% |
| **Operating expense** | **12,070,547** | **15,061,707** | **2,991,161** | **24.8%** |
| **Executive VP Administration** | | | | |
| Wages & benefits without OPEB | 833,949 | 824,826 | (9,123) | (1.1%) |
| Other post-employment benefits | (10,800) | 0 | 10,800 | (100.0%) |
| Services | 80,085 | 95,000 | 14,915 | 18.6% |
| Parts and supplies | 325,442 | 309,000 | (16,442) | (5.1%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 2,500 | 2,500 | 0 | 0.0% |
| Leases and other expense | 30,598 | 32,700 | 2,102 | 6.9% |
| **Operating expense** | **1,261,775** | **1,264,026** | **2,251** | **0.2%** |

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# Executive Vice-President - Administration - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Chief Information Security Officer** | | | | |
| Wages & benefits without OPEB | 0 | 479,803 | 479,803 | 0.0% |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 0 | 0 | 0 | 0.0% |
| Parts and supplies | 0 | 0 | 0 | 0.0% |
| Casualty and liability costs | 0 | 220,200 | 220,200 | 0.0% |
| Utilities | 0 | 0 | 0 | 0.0% |
| Leases and other expense | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **0** | **700,003** | **700,003** | **0.0%** |
| **Executive Vice President - Totals** | | | | |
| **Wages & benefits without OPEB** | **12,252,215** | **15,845,141** | **3,592,927** | **29.3%** |
| **Other post-employment benefits** | **(154,380)** | **0** | **154,380** | **(100.0%)** |
| **Services** | **5,896,248** | **7,251,319** | **1,355,071** | **23.0%** |
| **Fuel & Lubrications** | | | **0** | **0.0%** |
| **Parts and supplies** | **1,001,019** | **1,069,742** | **68,724** | **6.9%** |
| **Casualty and liability costs** | **341,322** | **220,200** | **(121,122)** | **(35.5%)** |
| **Utilities** | **356,552** | **314,564** | **(41,988)** | **(11.8%)** |
| **Leases and other expense** | **278,770** | **501,237** | **222,467** | **79.8%** |
| **Operating expense** | **19,971,745** | **25,202,204** | **5,230,459** | **26.2%** |

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# Executive Vice-President - Organizational Effectiveness - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Human Resources** | | | | |
| Wages & benefits without OPEB | 1,916,294 | 1,913,606 | (2,687) | (0.1%) |
| Other post-employment benefits | (29,100) | 0 | 29,100 | (100.0%) |
| Services | 812,178 | 1,018,385 | 206,207 | 25.4% |
| Parts and supplies | 106,686 | 154,510 | 47,824 | 44.8% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 8,400 | 8,400 | 0 | 0.0% |
| Leases and other expense | 544,086 | 106,477 | (437,609) | (80.4%) |
| **Operating expense** | **3,358,543** | **3,201,378** | **(157,166)** | **(4.7%)** |
| **Pension & Retiree Benefits** | | | | |
| Wages & benefits without OPEB | 9,439,769 | 7,969,419 | (1,470,350) | (15.6%) |
| Other post-employment benefits | (13,400) | 0 | 13,400 | (100.0%) |
| Services | 95,330 | 115,440 | 20,110 | 21.1% |
| Parts and supplies | 433 | 400 | (33) | (7.6%) |
| Casualty and liability costs | 0 | 21,613 | 21,613 | 0.0% |
| Utilities | 1,544 | 1,704 | 160 | 10.4% |
| Leases and other expense | 10,565 | 10,895 | 330 | 3.1% |
| **Operating expense** | **9,534,241** | **8,119,471** | **(1,414,770)** | **(14.8%)** |
| **Compensation & Workforce Analytics** | | | | |
| Wages & benefits without OPEB | 181,659 | 246,500 | 64,841 | 35.7% |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 208,644 | 122,500 | (86,144) | (41.3%) |
| Parts and supplies | 0 | 0 | 0 | 0.0% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 0 | 0 | 0 | 0.0% |
| Leases and other expense | 295,227 | 315,000 | 19,773 | 6.7% |
| **Operating expense** | **685,530** | **684,000** | **(1,530)** | **(0.2%)** |

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# Executive Vice-President - Organizational Effectiveness - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Culture & Change Management** | | | | |
| Wages & benefits without OPEB | 306,320 | 284,608 | (21,712) | (7.1%) |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 193,909 | 92,000 | (101,909) | (52.6%) |
| Parts and supplies | 10,033 | 3,000 | (7,033) | (70.1%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 1,500 | 500 | (1,000) | (66.7%) |
| Leases and other expense | 84,654 | 25,200 | (59,454) | (70.2%) |
| **Operating expense** | **596,416** | **405,308** | **(191,108)** | **(32.0%)** |
| **Training Management Development** | | | | |
| Wages & benefits without OPEB | 344,903 | 312,786 | (32,117) | (9.3%) |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 44,415 | 57,000 | 12,585 | 28.3% |
| Parts and supplies | 22,161 | 25,000 | 2,839 | 12.8% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 2,250 | 2,250 | 0 | 0.0% |
| Leases and other expense | 330,823 | 338,177 | 7,354 | 2.2% |
| **Operating expense** | **744,552** | **735,213** | **(9,339)** | **(1.3%)** |
| **Executive VP Organizational Effectiveness** | | | | |
| Wages & benefits without OPEB | 912,283 | 515,369 | (396,914) | (43.5%) |
| Other post-employment benefits | (8,700) | 0 | 8,700 | (100.0%) |
| Services | 222,075 | 213,000 | (9,075) | (4.1%) |
| Parts and supplies | 18,931 | 6,000 | (12,931) | (68.3%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 2,250 | 4,500 | 2,250 | 100.0% |
| Leases and other expense | 939,461 | 542,074 | (397,387) | (42.3%) |
| **Operating expense** | **2,086,301** | **1,280,943** | **(805,357)** | **(38.6%)** |
| **Executive Vice President - Totals** | | | | |
| **Wages & benefits without OPEB** | **13,101,228** | **11,242,289** | **(1,826,823)** | **(14.2%)** |
| **Other post employment benefits** | **(51,200)** | **0** | **51,200** | **(100.0%)** |
| **Services** | **1,576,551** | **1,618,325** | **29,189** | **2.6%** |
| **Parts and supplies** | **158,244** | **188,910** | **27,827** | **19.4%** |
| **Casualty and liability costs** | **0** | **21,613** | **21,613** | **0.0%** |
| **Utilities** | **15,944** | **17,354** | **1,410** | **8.8%** |
| **Leases and other expense** | **2,204,816** | **1,337,823** | **(874,347)** | **(39.3%)** |
| **Operating expense** | **17,005,583** | **14,426,313** | **(2,579,270)** | **(15.2%)** |

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# Executive Transit Operations Administration

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Security** | | | | |
| Wages & benefits without OPEB | 6,429,246 | 6,828,143 | 398,897 | 6.2% |
| Other post-employment benefits | (116,783) | 0 | 116,783 | (100.0%) |
| Services | 15,436,792 | 17,883,553 | 2,446,761 | 15.9% |
| Parts and supplies | 64,911 | 64,911 | (0) | (0.0%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 4,950 | 4,950 | 0 | 0.0% |
| Leases and other expense | 19,371 | 19,371 | 0 | 0.0% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **21,838,487** | **24,800,928** | **2,962,441** | **13.6%** |
| **Drug & Alcohol** | | | | |
| Wages & benefits without OPEB | 215,789 | 219,445 | 3,656 | 1.7% |
| Other post-employment benefits | (4,100) | 0 | 4,100 | (100.0%) |
| Services | 664,306 | 664,308 | 2 | 0.0% |
| Parts and supplies | 0 | 0 | 0 | 0.0% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 1,000 | 996 | (4) | (0.4%) |
| Leases and other expense | 4,657 | 4,656 | (1) | (0.0%) |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **881,652** | **889,405** | **7,753** | **0.9%** |
| **Safety** | | | | |
| Wages & benefits without OPEB | 1,336,556 | 1,365,273 | 28,717 | 2.1% |
| Other post-employment benefits | (14,300) | 0 | 14,300 | (100.0%) |
| Services | 282,541 | 282,540 | (1) | (0.0%) |
| Parts and supplies | 259,457 | 259,410 | (47) | (0.0%) |
| Casualty and liability costs | 9,818 | 9,816 | (2) | (0.0%) |
| Utilities | 25,750 | 25,752 | 2 | 0.0% |
| Leases and other expense | 373,042 | 373,032 | (10) | (0.0%) |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **2,272,863** | **2,315,823** | **42,960** | **1.9%** |
| **Emergency Prepareness** | | | | |
| Wages & benefits without OPEB | 91,832 | 84,555 | (7,277) | (7.9%) |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 0 | 0 | 0 | 0.0% |
| Fuel and lubrications | 0 | 0 | 0 | 0.0% |
| Parts and supplies | 0 | 0 | 0 | 0.0% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 0 | 0 | 0 | 0.0% |
| Leases and other expense | 0 | 0 | 0 | 0.0% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **91,832** | **84,555** | **(7,277)** | **(7.9%)** |

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# Executive Transit Operations Administration

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Engineering & New Systems** | | | | |
| Wages & benefits without OPEB | 1,849,627 | 1,637,623 | (212,004) | (11.5%) |
| Other post-employment benefits | (36,600) | 0 | 36,600 | (100.0%) |
| Services | 4,234,605 | 3,371,226 | (863,379) | (20.4%) |
| Fuel and lubrications | 0 | 0 | 0 | 0.0% |
| Parts and supplies | 4,725 | 4,000 | (725) | (15.3%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 0 | 2,000 | 2,000 | 0.0% |
| Leases and other expense | 15,846 | 93,846 | 78,000 | 492.2% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **6,068,203** | **5,108,695** | **(959,508)** | **(15.8%)** |
| **Risk Management** | | | | |
| Wages & benefits without OPEB | 394,993 | 336,819 | (58,174) | (14.7%) |
| Other post-employment benefits | (3,300) | 0 | 3,300 | (100.0%) |
| Services | 53,393 | 144,200 | 90,807 | 170.1% |
| Other Lubricants | 0 | 0 | 0 | 0.0% |
| Parts and supplies | 3,505 | 9,800 | 6,295 | 179.6% |
| Casualty and liability costs | 10,916,335 | 9,469,300 | (1,447,035) | (13.3%) |
| Utilities | 800 | 660 | (140) | (17.5%) |
| Leases and other expense | 11,558 | 19,425 | 7,867 | 68.1% |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **11,377,284** | **9,980,204** | **(1,397,080)** | **(12.3%)** |
| **Transit Operations Total** | | | | |
| **Wages & benefits without OPEB** | **10,318,042** | **10,471,858** | **153,816** | **1.5%** |
| **Other post-employment benefits** | **(175,083)** | **0** | **175,083** | **(100.0%)** |
| **Services** | **20,671,637** | **22,345,827** | **1,674,190** | **8.1%** |
| **Fuel and lubrications** | **0** | **0** | **0** | **0.0%** |
| **Parts and supplies** | **332,599** | **338,121** | **5,522** | **1.7%** |
| **Casualty and liability costs** | **10,926,153** | **9,479,116** | **(1,447,037)** | **(13.2%)** |
| **Utilities** | **32,500** | **34,358** | **1,858** | **5.7%** |
| **Leases and other expense** | **424,474** | **510,330** | **85,856** | **20.2%** |
| **Agency fees** | **0** | **0** | **0** | **0.0%** |
| **Operating expense** | **42,530,322** | **43,179,610** | **649,288** | **1.5%** |

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# Marketing & Communications - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Arts in Transit** | | | | |
| Wages & benefits without OPEB | 0 | 0 | 0 | 0.0% |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 48,198 | 0 | (48,198) | (100.0%) |
| Parts and supplies | 1,370 | 0 | (1,370) | (100.0%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 0 | 0 | 0 | 0.0% |
| Leases and other expense | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **49,569** | **0** | **(49,569)** | **(100.0%)** |
| **Gateway Card Center** | | | | |
| Wages & benefits without OPEB | 540,262 | 499,576 | (40,686) | (7.5%) |
| Other post-employment benefits | (9,900) | 0 | 9,900 | (100.0%) |
| Services | 113,821 | 114,000 | 179 | 0.2% |
| Parts and supplies | 9,442 | 9,433 | (9) | (0.1%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 600 | 600 | 0 | 0.0% |
| Leases and other expense | 55,789 | 58,264 | 2,475 | 4.4% |
| **Operating expense** | **710,013** | **681,873** | **(28,140)** | **(4.0%)** |
| **Marketing Management** | | | | |
| Wages & benefits without OPEB | 1,872,085 | 2,170,545 | 298,460 | 15.9% |
| Other post-employment benefits | (28,630) | 0 | 28,630 | (100.0%) |
| Services | 1,027,612 | 984,177 | (43,435) | (4.2%) |
| Parts and supplies | 194,884 | 172,687 | (22,197) | (11.4%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 10,800 | 3,200 | (7,600) | (70.4%) |
| Leases and other expense | 698,846 | 683,175 | (15,671) | (2.2%) |
| **Operating expense** | **3,775,597** | **4,013,784** | **238,188** | **6.3%** |
| **Marketing & Communications - Total** | | | | |
| **Wages & benefits without OPEB** | **2,412,347** | **2,670,121** | **257,774** | **10.7%** |
| **Other post employment benefits** | **(38,530)** | **0** | **38,530** | **(100.0%)** |
| **Services** | **1,189,631** | **1,098,177** | **(91,454)** | **(7.7%)** |
| **Fuel and lubrications** | | | **0** | **0.0%** |
| **Parts and supplies** | **205,696** | **182,120** | **(23,576)** | **(11.5%)** |
| **Casualty and liability costs** | **0** | **0** | **0** | **0.0%** |
| **Utilities** | **11,400** | **3,800** | **(7,600)** | **(66.7%)** |
| **Leases and other expense** | **754,635** | **741,439** | **(13,196)** | **(1.7%)** |
| **Total operating expense** | **4,535,179** | **4,695,657** | **160,478** | **3.5%** |

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## Finance - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Proj $ Change | Bdgt vs Proj % Change |
|---|---|---|---|---|
| **Finance** | | | | |
| Wages & benefits without OPEB | 3,997,509 | (5,564,868) | (9,562,377) | (239.2%) |
| Other post-employment benefits | (131,800) | 0 | 131,800 | (100.0%) |
| Services | 1,275,996 | 1,538,505 | 262,509 | 20.6% |
| Fuel and lubrications | 0 | 44,400 | 44,400 | 0.0% |
| Parts and supplies | 1,258,216 | (1,046,300) | (2,304,516) | (183.2%) |
| Casualty and liability costs | 0 | 1,249,381 | 1,249,381 | 0.0% |
| Utilities | 5,000 | 5,000 | 0 | 0.0% |
| Leases and other expense | 1,351,497 | (1,593,796) | (2,945,293) | (217.9%) |
| Agency Fees | 3,195,555 | 4,107,504 | 911,949 | 28.5% |
| **Total operating expense** | **10,951,973** | **(1,260,174)** | **(12,212,147)** | **(111.5%)** |

## Real Estate & Meridian - Operating Expense

Numbers may not sum due to rounding.

| | Budget 2025 | Budget 2026 | Bdgt vs Proj $ Change | Bdgt vs Proj % Change |
|---|---|---|---|---|
| **Real Estate & Meridian** | | | | |
| Wages & benefits without OPEB | 275,222 | 257,771 | (17,452) | (6.3%) |
| Other post-employment benefits | (5,700) | 0 | 5,700 | (100.0%) |
| Services | 601,526 | 484,678 | (116,848) | (19.4%) |
| Fuel and lubrications | 0 | 0 | 0 | 0.0% |
| Parts and supplies | 7,937 | 7,772 | (165) | (2.1%) |
| Casualty and liability costs | 84,504 | 84,504 | 0 | 0.0% |
| Utilities | 107,466 | 135,899 | 28,433 | 26.5% |
| Leases and other expense | 432,384 | 420,005 | (12,379) | (2.9%) |
| Agency Fees | 0 | 0 | 0 | 0.0% |
| **Total operating expense** | **1,503,339** | **1,390,628** | **(112,711)** | **(7.5%)** |

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## Gateway Arch
## Statement of Revenue and Expense

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| Operating Revenue: | | | | | |
| Arch ticket sales | $ 10,533,236 | $ 9,798,848 | $ 10,080,284 | $ 281,436 | |
| Sales discounts revenue | (4,022) | (14,698) | (15,120) | $ (422) | |
| Service/fee revenue | 416,762 | 414,206 | 416,762 | $ 2,556 | |
| Other operating revenue | 30,808 | 13,900 | 24,000 | $ 10,100 | |
| Total operating revenues | 10,976,784 | 10,212,256 | 10,505,926 | 293,670 | 2.9% |
| Non-Operating Revenue: | | | | | |
| Interest revenue | 711,978 | 574,937 | 625,000 | 50,063 | |
| Total revenues | 11,688,762 | 10,787,193 | 11,130,926 | 343,733 | 3.2% |
| | | | | | |
| Operating Expense: | | | | | |
| Wages and benefits | 2,636,135 | 3,053,597 | 3,208,194 | 154,597 | |
| Services | 2,357,123 | 2,881,900 | 2,898,168 | 16,268 | |
| Fuel, materials and supplies | 185,062 | 787,667 | 530,786 | (256,881) | |
| Casualty and liability costs | 32,810 | 43,438 | 47,550 | 4,112 | |
| Utilities | 127,304 | 148,474 | 127,714 | (20,760) | |
| Leases, other and admin. charges | 1,939,611 | 1,802,636 | 2,043,162 | 240,526 | |
| **Total operating expenses** | **7,278,044** | **8,717,712** | **8,855,574** | **137,862** | **1.6%** |
| Non-Operating Expense: | | | | | |
| Interest expense | 173,373 | 167,083 | 161,180 | (5,903) | |
| Contributions to outside entities | 327,156 | 285,000 | 421,400 | 136,400 | |
| Total expenses | 7,778,574 | 9,169,795 | 9,438,154 | 268,359 | 2.9% |
| | | | | | |
| **Net income (Deficit) before depr** | **3,910,188** | **1,617,398** | **1,692,772** | **75,374** | **4.7%** |
| Net transfers | 8,684 | - | - | - | |
| **Net income (Deficit)** | **$ 3,901,504** | **$ 1,617,398** | **$ 1,692,772** | **$ 75,374** | **4.7%** |

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## Riverfront Attractions
## Statement of Revenue and Expense

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| Operating Revenue: | | | | | |
| Cruise | 2,662,733 | 2,865,090 | 3,010,298 | 145,208 | |
| Food | 218,155 | 748,978 | 759,829 | 10,851.06 | |
| Beverage | 296,412 | 274,913 | 297,961 | 23,048.36 | |
| Retail | 124,944 | 118,297 | 133,762 | 15,465.46 | |
| Other | 369,120 | 284,410 | 372,770 | 88,359.69 | |
| Total operating revenues | 3,671,363 | 4,291,688 | 4,574,621 | 282,933 | 6.6% |
| Non-Operating Revenue: | | | | | |
| Interest revenue | 22,524 | 25,000 | 25,008 | 8 | |
| Total Revenues | 3,693,887 | 4,316,688 | 4,599,629 | 282,941 | 6.6% |
| | | | | | |
| Operating Expense: | | | | | |
| Wages and benefits | 1,355,595 | 1,971,447 | 1,953,589 | (17,858) | |
| Services | 562,066 | 558,651 | 600,525 | 41,874 | |
| Fuel, materials and supplies | 615,230 | 737,551 | 753,592 | 16,041 | |
| Casualty and liability costs | 277,787 | 307,645 | 333,291 | 25,646 | |
| Utilities | 104,421 | 96,255 | 108,192 | 11,937 | |
| Leases, other and admin. charges | 139,109 | 207,060 | 369,114 | 162,054 | |
| **Total operating expenses** | **3,054,209** | **3,878,609** | **4,118,303** | **239,694** | **6.2%** |
| Non-Operating Expense: | | | | | |
| Gain (loss) on disposition of assets | 12,509 | - | - | - | |
| Total expenses | 3,066,718 | 3,878,609 | 4,118,303 | 239,694 | 6.2% |
| **Net income (Deficit) before depreciation and transfers** | **604,645** | **438,079** | **481,326** | **43,239** | **9.9%** |
| Depreciation and ammortization | 267,667 | 241,719 | 131,806 | (109,913) | |
| Net Transfers | | | | - | |
| **Net income (Deficit)** | **$ 336,978** | **$ 196,360** | **$ 349,520** | **$ 153,160** | **78.0%** |

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## St. Louis Downtown Airport
## Statement of Revenue and Expense

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| Operating Revenue: | | | | | |
| Other operating revenue | $ 511,453 | $ 197,200 | $ 182,200 | $ (15,000) | |
| Aircraft parking | 135,058 | 147,524 | 153,770 | 6,246 | |
| Leased acreage | 1,060,534 | 839,449 | 736,320 | (103,129) | |
| Hangar rental | 282,360 | 780,662 | 868,120 | 87,458 | |
| Aviation sale flowage fee | 199,409 | 137,500 | 137,600 | 100 | |
| Airport concessions | 113,374 | 108,950 | 116,200 | 7,250 | |
| Total operating revenues | 2,302,188 | 2,211,285 | 2,194,210 | (17,075) | -0.8% |
| Non-Operating revenues | | | | | |
| Total grants & assistance | - | 140,000 | 250,000 | 110,000 | |
| Interest revenue | 142,380 | 40,000 | 80,500 | 40,500 | |
| Total revenues | 2,444,568 | 2,391,285 | 2,524,710 | 133,425 | 5.6% |
| | | | | | |
| Operating Expenses: | | | | | |
| Wages and benefits | 998,033 | 1,053,818 | 1,149,302 | 95,483 | |
| Services | 139,665 | 183,100 | 163,100 | (20,000) | |
| Fuel, materials and supplies | 39,647 | 102,808 | 106,300 | 3,492 | |
| Casualty and liability costs | 205,817 | 221,199 | 195,931 | (25,268) | |
| Utilities | 339,842 | 339,500 | 367,500 | 28,000 | |
| Leases, other and admin. charge | 148,117 | 206,065 | 202,731 | (3,334) | |
| **Total operating expenses** | **1,871,122** | **2,106,490** | **2,184,864** | **78,373** | **3.7%** |
| Non-Operating enpense: | | | | | |
| Other non-operating expense | (160,098) | - | - | - | |
| Total expenses | 1,711,024 | 2,106,490 | 2,184,864 | 78,373 | 3.7% |
| **Net income (Deficit) before depreciation and transfers** | **733,544** | **284,795** | **339,846** | **55,052** | **19.3%** |
| Depreciation and ammortization | 1,262,900 | 1,220,354 | 1,206,384 | (13,970) | |
| Net transfers | 500,000 | - | - | - | |
| **Net income (Deficit)** | **$ (1,029,356)** | **$ (935,559)** | **$ (866,538)** | **$ 69,022** | **7.4%** |

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## St. Louis Regional Freightway
## Statement of Revenue and Expense

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| **Operating Revenue:** | | | | | |
| Other operating revenue | 14,717 | - | - | - | |
| Regional freight fees | 300,000 | 400,000 | 400,000 | - | |
| Total operating revenues | 314,717 | 400,000 | 400,000 | - | 0.0% |
| Non-Operating revenues | | | | | |
| Total revenues | 314,717 | 400,000 | 400,000 | - | 0.0% |
| | | | | | |
| Operating Expenses: | | | | | |
| Wages and benefits | 244,026 | 209,966 | 187,477 | (22,489) | |
| Services | 261,405 | 350,000 | 352,000 | 2,000 | |
| Fuel, materials and supplies | 1,504 | 3,500 | 4,100 | 600 | |
| Leases, other and admin. charges | 30,071 | 42,000 | 42,000 | - | |
| **Total operating expenses** | **537,007** | **605,466** | **585,577** | **(19,889)** | **-3.3%** |
| Non-Operating expense: | | | | | |
| Total expenses | 537,007 | 605,466 | 585,577 | (19,889) | -3.3% |
| | | | | | |
| **Net income (Deficit) before depreciation and transfers** | **(222,290)** | **(205,466)** | **(185,577)** | **19,889** | **9.7%** |
| Net transfers | | | | | |
| **Net income (Deficit)** | **(222,290)** | **(205,466)** | **(185,577)** | **19,889** | **9.7%** |

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# Executive Services
# Statement of Revenue and Expense

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| **Operating Revenue:** | | | | | |
| Admin Fees - Transit | 3,749,686 | 3,195,555 | 2,753,420 | (442,135) | |
| Admin Fees - Arch | 1,219,494 | 854,613 | 961,378 | 106,765 | |
| Admin Fees - Airport | 106,027 | 119,565 | 126,231 | 6,666 | |
| Admin Fee - National Park Svc | 354,452 | 360,707 | 354,084 | (6,623) | |
| Total operating revenues | 5,429,658 | 4,530,440 | 4,195,113 | (335,327) | -7.4% |
| Non-Operating Revenue: | | | | | |
| Interest revenue | 207,888 | 4,599,375 | 4,468,618 | (130,757) | |
| Total revenues | 5,637,546 | 9,129,815 | 8,663,731 | (466,084) | -5.1% |
| | | | | | |
| Operating Expense: | | | | | |
| Wages and benefits | 2,842,608 | 3,291,534 | 2,980,881 | (310,653) | |
| Services | 897,742 | 1,175,540 | 1,769,940 | 594,400 | |
| Fuel, materials and supplies | 17,723 | 20,900 | 11,740 | (9,160) | |
| Casualty and liability costs | 71,229 | 73,496 | 73,496 | - | |
| Utilities | 2,669 | 1,750 | 3,500 | 1,750 | |
| Leases, other and admin. charges | 511,461 | 516,920 | 561,580 | 44,660 | |
| **Total operating expenses** | **4,343,431** | **5,080,140** | **5,401,137** | **320,997** | **6.3%** |
| Non-Operating Expense: | | | | | |
| Total expenses | 4,343,431 | 5,080,140 | 5,401,137 | 320,997 | 6.3% |
| **Net income (Deficit)** | **1,294,115** | **4,049,675** | **3,262,594** | **(787,081)** | **-19.4%** |

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## Executive Services - Operating Expense by Functional Area

| | Budget 2025 | Budget 2026 | Bdgt vs Bdgt $ Change | Bdgt vs Bdgt % Change |
|---|---|---|---|---|
| **Executive Office** | | | 0 | 0.0% |
| Wages & benefits without OPEB | 568,965 | 572,723 | 3,758 | 0.7% |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 74,600 | 55,500 | (19,100) | (25.6%) |
| Parts and supplies | 2,000 | 3,500 | 1,500 | 75.0% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 750 | 500 | (250) | (33.3%) |
| Leases and other expense | 200,200 | 190,150 | (10,050) | (5.0%) |
| **Operating expense** | **846,515** | **822,373** | **(24,142)** | **(2.9%)** |
| **Internal Audit** | | | 0 | 0.0% |
| Wages & benefits without OPEB | 1,022,542 | 1,029,782 | 7,240 | 0.7% |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 550,000 | 450,000 | (100,000) | (18.2%) |
| Parts and supplies | 11,000 | 1,200 | (9,800) | (89.1%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 0 | 2,000 | 2,000 | 0.0% |
| Leases and other expense | 78,500 | 116,750 | 38,250 | 48.7% |
| **Operating expense** | **1,662,042** | **1,599,732** | **(62,311)** | **(3.7%)** |
| **General Counsel** | | | 0 | 0.0% |
| Wages & benefits without OPEB | 799,742 | 527,821 | (271,921) | (34.0%) |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 246,460 | 859,960 | 613,500 | 248.9% |
| Parts and supplies | 6,900 | 6,040 | (860) | (12.5%) |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 0 | 0 | 0 | 0.0% |
| Leases and other expense | 33,220 | 49,680 | 16,460 | 49.5% |
| **Operating expense** | **1,086,322** | **1,443,501** | **357,179** | **32.9%** |
| **Economic Development** | | | 0 | 0.0% |
| Wages & benefits without OPEB | 220,460 | 232,114 | 11,653 | 5.3% |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 54,480 | 54,480 | 0 | 0.0% |
| Parts and supplies | 1,000 | 1,000 | 0 | 0.0% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 1,000 | 1,000 | 0 | 0.0% |
| Leases and other expense | 5,000 | 5,000 | (0) | (0.0%) |
| **Operating expense** | **281,940** | **293,594** | **11,653** | **4.1%** |
| **Tourism Innovation Administration** | | | 0 | 0.0% |
| Wages & benefits without OPEB | 679,824 | 582,804 | (97,020) | (14.3%) |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 0 | 0 | 0 | 0.0% |
| Parts and supplies | 0 | 0 | 0 | 0.0% |
| Casualty and liability costs | 0 | 0 | 0 | 0.0% |
| Utilities | 0 | 0 | 0 | 0.0% |
| Leases and other expense | 0 | 0 | 0 | 0.0% |
| **Operating expense** | **679,824** | **582,804** | **(97,020)** | **(14.3%)** |
| **Financial Expenses** | | | 0 | 0.0% |
| Wages & benefits without OPEB | 0 | 0 | 0 | 0.0% |
| Other post-employment benefits | 0 | 0 | 0 | 0.0% |
| Services | 250,000 | 350,000 | 100,000 | 40.0% |
| Parts and supplies | 0 | 0 | 0 | 0.0% |
| Casualty and liability costs | 73,496 | 73,496 | 0 | 0.0% |
| Utilities | 0 | 0 | 0 | 0.0% |
| Leases and other expense | 200,000 | 200,000 | 0 | 0.0% |
| **Operating expense** | **523,496** | **623,496** | **100,000** | **19.1%** |

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# Health Self Insurance ISF
# Statement of Revenue and Expense

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| Operating Revenue: | | | | | |
| Employee health | 7,069,326 | 7,342,920 | 8,150,641 | 807,721 | |
| Employer health | 28,966,023 | 32,041,797 | 35,566,395 | 3,524,598 | |
| Total operating revenues | 36,035,349 | 39,384,717 | 43,717,036 | 4,332,319 | 11.00% |
| Non-Operating Revenue: | | | | | |
| Interest revenue | 61,719 | 67,500 | 46,000 | (21,500) | |
| Total revenues | 36,097,068 | 39,452,217 | 43,763,036 | 4,310,819 | 10.93% |
| Operating Expense: | | | | | |
| Wages and benefits | 886,743 | 949,809 | 908,901 | (40,908) | |
| Services | 220,964 | 1,048,395 | 355,540 | (692,855) | |
| Fuel, materials and supplies | 6,827 | 33,640 | 28,100 | (5,540) | |
| Utilities | 2,305 | 4,680 | 4,680 | - | |
| Leases, other and admin. charge | 68,441 | 148,375 | 77,320 | (71,055) | |
| Health and welfare self-insuranc | 36,754,178 | 37,256,518 | 42,546,026 | 5,289,508 | |
| **Total operating expenses** | **37,939,459** | **39,441,417** | **43,920,567** | **4,479,150** | **11.36%** |
| Non-Operating Expense: | | | | | |
| Contributions to outside entities | 1,984 | 10,800 | 12,000 | 1,200 | |
| **Total expenses** | **37,941,443** | **39,452,217** | **43,932,567** | **4,480,350** | **11.36%** |
| | | | | | |
| **Net income (Deficit)** | **(1,844,375)** | **0** | **(169,531)** | **(169,531)** | **-** |

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# Casualty Self Insurance ISF
# Statement of Revenue and Expense

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| Operating Revenue: | | | | | |
| ISF-Casualty insurance revenue | 9,906,359 | 6,160,000 | 10,967,814 | 4,807,814 | |
| Total operating revenues | 9,906,359 | 6,160,000 | 10,967,814 | 4,807,814 | 78.0% |
| Non-Operating Revenue: | | | | | |
| Interest revenue | 133,343 | 162,500 | 421,500 | 259,000 | |
| Total revenues | 10,039,702 | 6,322,500 | 11,389,314 | 5,066,814 | 80.1% |
| | | | | | |
| Operating Expense: | | | | | |
| Wages and benefits | 118,087 | 129,985 | 143,814 | 13,829 | |
| Services | 278,775 | 397,000 | 424,000 | 27,000 | |
| Casualty and liability costs | 3,883,880 | 4,300,000 | 5,400,000 | 1,100,000 | |
| Casualty self-insurance | 12,811,842 | 4,400,000 | 5,421,500 | 1,021,500 | |
| Total operating expenses | **17,092,584** | **9,226,985** | **11,389,314** | **2,162,329** | **23.4%** |
| Non-Operating Expense: | | | | | |
| Total expenses | 17,092,584 | 9,226,985 | 11,389,314 | 2,162,329 | 23.4% |
| Net income (Deficit) before depreciation ar | **(7,052,882)** | **(2,904,485)** | **0** | **2,904,485** | **100.0%** |
| Net transfers | (4,274,110) | - | - | | |
| Net income (Deficit) | **(2,778,772)** | **(2,904,485)** | **0** | **2,904,485** | **100.0%** |

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# Workers Comp Self Insurance ISF
# Statement of Revenue and Expense

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| Operating Revenue: | | | | | |
| ISF-Workers comp revenue | 8,850,473 | 7,735,050 | 9,503,673 | 1,768,623 | |
| Total operating revenues | 8,850,473 | 7,735,050 | 9,503,673 | 1,768,623 | 23% |
| Non-Operating Revenue: | | | | | |
| Interest revenue | 186,074 | 175,000 | 587,800 | 412,800 | |
| Total revenues | 9,036,547 | 7,910,050 | 10,091,473 | 2,181,423 | 28% |
| | | | | | |
| Operating Expense: | | | | | |
| Wages and benefits | 119,552 | 146,459 | 148,673 | 2,214 | |
| Services | 313,775 | 359,000 | 377,000 | 18,000 | |
| Fuel, materials and supplies | 323 | - | - | - | |
| Casualty and liability costs | 255,234 | 300,000 | 275,000 | (25,000) | |
| Leases, other and admin. charges | 241,266 | 377,250 | 300,000 | (77,250) | |
| Workers comp self-insurance | 5,938,875 | 7,700,000 | 8,990,800 | 1,290,800 | |
| **Total operating expenses** | **6,869,025** | **8,882,709** | **10,091,473** | **1,208,764** | **14%** |
| Non-Operating Expense: | | | | | |
| Total expenses | 6,869,025 | 8,882,709 | 10,091,473 | 1,208,764 | 14% |
| | | | | | |
| **Net income (Deficit) before depreciation and transfers** | **2,167,522** | **(972,659)** | **0** | **972,659** | **100%** |
| Net transfers | (927,924) | - | - | - | |
| **Net income (Deficit)** | **3,095,446** | **(972,659)** | **0** | **972,659** | **100%** |

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# Arts In Transit (AIT)
# Statement of Revenue and Expense

| | Actual 2024 | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|---|
| Operating Revenue: | | | | | |
| Other operating revenue | 1 | | 74,193 | 74,193 | - |
| Not-for-profit (NFP) revenue | 55 | 52,452 | | (52,452) | -100.0% |
| Total operating revenues | 56 | 52,452 | 74,193 | 21,741 | 41.4% |
| Non-Operating Revenue: | | | | | |
| Total revenues | 56 | 52,452 | 74,193 | 21,741 | 41.4% |
| | | | | | |
| Operating Expenses: | | | | | |
| Services | - | 50,000 | 73,793 | 23,793 | |
| Fuel, materials and supplies | - | 2,452 | 400 | (2,052) | |
| **Total operating expenses** | **0** | **52,452** | **74,193** | **21,741** | **41.4%** |
| | | | | | |
| Total expenses | 0 | 52,452 | 74,193 | 21,741 | 41.4% |
| **Net income (Deficit) before depreciation and transfers** | **56** | **0** | **0** | - | - |
| **Net income (Deficit)** | **56** | **0** | **0** | - | - |

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OPERATING BUDGET

# THE ANALYSIS



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# Metro Transit

## STRATEGIC FOCUS

Metro Transit is dedicated to providing safe, secure, and customer-focused mobility solutions that foster a more connected and thriving region. By prioritizing input from our customers, regional leaders, and community stakeholders, we strive to deliver equitable and efficient transit services. Through strategic planning, team engagement, and robust communications, Metro Transit aims to stabilize and grow ridership while enhancing public trust and strengthening connections with customers and partners.

***Our strategic focus for FY 2026 centers on:***

### Customer First

- We are working to deliver a seamless and reliable customer experience. Through targeted investments and innovative partnerships, we aim to meet the evolving needs of our customers and communities while prioritizing safety, efficiency, and accessibility.

### Fiscal Responsibility

- We aim to achieve long-term financial stability and are working to enhance operational efficiency across all levels. Streamlining processes, adopting new technologies, and leveraging data-driven insights will help us ensure our services are scalable and adaptable to changing circumstances and regional needs.

### Relevance: Community and Partnerships

- We are fostering strong connections with our community and industry partners to remain relevant, impactful and enhance our ability to serve the St. Louis region. These authentic relationships with our customers will help deepen the trust and understanding necessary to ensure our services align with the needs and values of our community.

### Safety and Security

- Prioritizing the well-being of our customers and team members is a top priority. We will continue with investments in advanced technologies, upgraded tools, comprehensive team training, and strive to create a safer experience for everyone. By continuously advancing and educating our team members, we are creating a stronger foundation for a safe transit environment.

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## Assumptions

The FY 2026 budget projects a $4,833,417 deficit position before depreciation and net transfers.

**Service miles and hours** are budgeted to increase with the FY 2026 budget. System revenue hours are also budgeted increase with the FY 2026 budget.

**Passenger boardings** on MetroBus, MetroLink, and Call-A-Ride for FY 2026 show a combined system operating 1.2% less boardings than the last FY2024 results. Expected ridership will result from multiple factors including higher fuel costs, perceptions of security, pandemic issues and changes in workforce transit patterns including telecommuting.

## Operating Revenue

**Passenger revenue** is budgeted at $19.6 million for FY 2026. This is a reduction of $2.3 million or 1.2% from the FY 2025 budget. The change in passenger revenue is reflective of a modest leveling of ridership as it returns from the pandemic environment of previous years. The proposed budgeted revenue level is reflective of the focus on improvements in safety and security issues resulting from the use of all available resources. Utilization of mobile ticketing APPs along with the expansion of on-demand service options available within the community are also a contributing factor. Metro's focus on the customer experience through improved safety and security measures and new customer amenities should continue to help improve ridership trends. Bi-State Development continues to work with its funding partners, law enforcement partners, and civic and community groups to improve the safety and security of the system. These factors have been incorporated into the FY 2026 operating budget ridership projection with no plans for fare increases in this fiscal budget.

**Paratransit contracts** include Medicaid revenue and other contractual receipts related to trips provided by Paratransit Operations. FY2026 is expected to have around 1.0 million dollars of paratransit revenue.

**Other operating revenue** includes advertising on revenue vehicles, bus shelters, and MetroLink stations; provided maintenance service and vending machine concessions; rental income and miscellaneous other revenue. Other operating revenues are expected to decrease $667.091. This is primarily the result of decreased revenue from informed decisions to discontinue advertising on revenue vehicles and bus shelters.

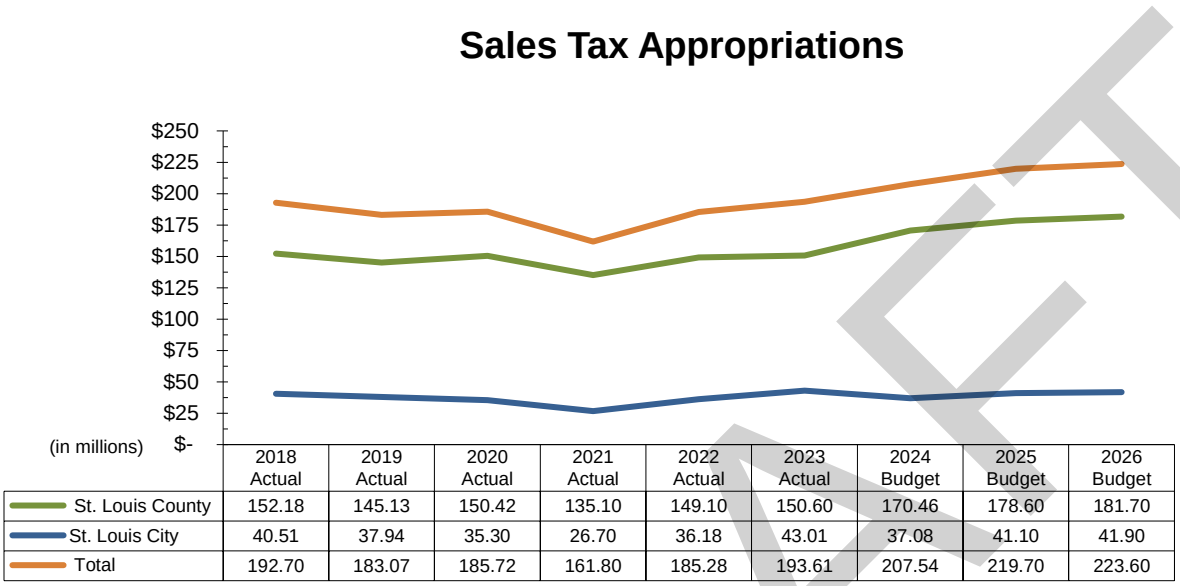
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## Grants, Sales Tax, and Contractual Revenue

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

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

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




| (in millions) | 2018 Actual | 2019 Actual | 2020 Actual | 2021 Actual | 2022 Actual | 2023 Actual | 2024 Budget | 2025 Budget | 2026 Budget |
|---|---|---|---|---|---|---|---|---|---|
| St. Louis County | 152.18 | 145.13 | 150.42 | 135.10 | 149.10 | 150.60 | 170.46 | 178.60 | 181.70 |
| St. Louis City | 40.51 | 37.94 | 35.30 | 26.70 | 36.18 | 43.01 | 37.08 | 41.10 | 41.90 |
| Total | 192.70 | 183.07 | 185.72 | 161.80 | 185.28 | 193.61 | 207.54 | 219.70 | 223.60 |

The chart above represents the growth in appropriation of sales tax from St. Louis City and County to BSD. A somewhat stronger trend has been noticed in the local economy which translates to relatively modest growth in sales tax receipts for FY 2024 and optimistically through FY2026 in St. Louis City and St. Louis County sales taxes. Budgeted sales tax receipts are allocated between operating needs, debt service requirements, and capital programs.

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**State of Missouri revenue** for the FY 2026 budget is a conservative estimate at $5,001,288.

**St. Clair County, Illinois revenue** is based on a service agreement between St. Clair County Transit District and BSD. The District administers St. Clair County tax collections and Illinois Department of Transportation funding and contracts with BSD for services. St. Clair County reduced fixed route bus service in FY 2025 and FY 2026.

**Federal vehicle maintenance** represents federal capital formula funds that BSD chooses to program for vehicle maintenance per the Federal Transit Administration's guidelines. FY 2026 budget remains consistent with FY 2025 budget.

**Non-capital federal grant revenue** funding is expected to be $3.4 million for FY 2026. These funds are expected to be used for MetroLink right-of-way and tunnel structural repairs, system conduit rehabilitation and facilities parking lot repairs and other operating needs as determined.

## Non-Operating Revenue

**Investment income** consists of interest earned on invested funds. The projected budget for FY 2026 is $5.3 million.

**Capital lease revenue** recognizes the revenue associated with capital leases. The revenue and expense offset. For FY 2026 there is no Capital lease revenue or expense.

## Expenses

**Wages & benefits** are expected to be 4.3% more than the FY 2025 budget. Operator staffing is a planned increase over the last few years. The FY2026 budget reflects the latest ratification of contractual wage and benefit agreements with operators.

**Other post-employment benefits** arose from the implementation of GASB Statement No. 45, Accounting and Financial Reporting for Employers for Post-employment Benefit Plans Other Than Pension. Total OPEB consists of pay-as-you-go retiree medical costs (included in benefits) and the unfunded portion.

**Services** are expected to increase 5.0%. Metro continues to budget increased costs related to public safety concerns on the Metro transit system. Contracts with our law enforcement partners supplement these services.

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

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

**Fuel and lubrications** net expense for the FY 2026 budget is anticipated to decrease 2.9% as a result of the leveling off of beneficial fuel hedge pricing observed in the prior year(s). Fuel usage throughout the system will slowly decline as newer more fuel-efficient alternatives are introduced.

**Parts and supplies** expense is expected to decrease 6.8%. Life cycle fleet maintenance is the basis in determining revenue equipment parts needs each year. Enhanced inventory management which includes addressing supply chain issues and a continued emphasis on quality parts will drive cost efficiencies and savings.

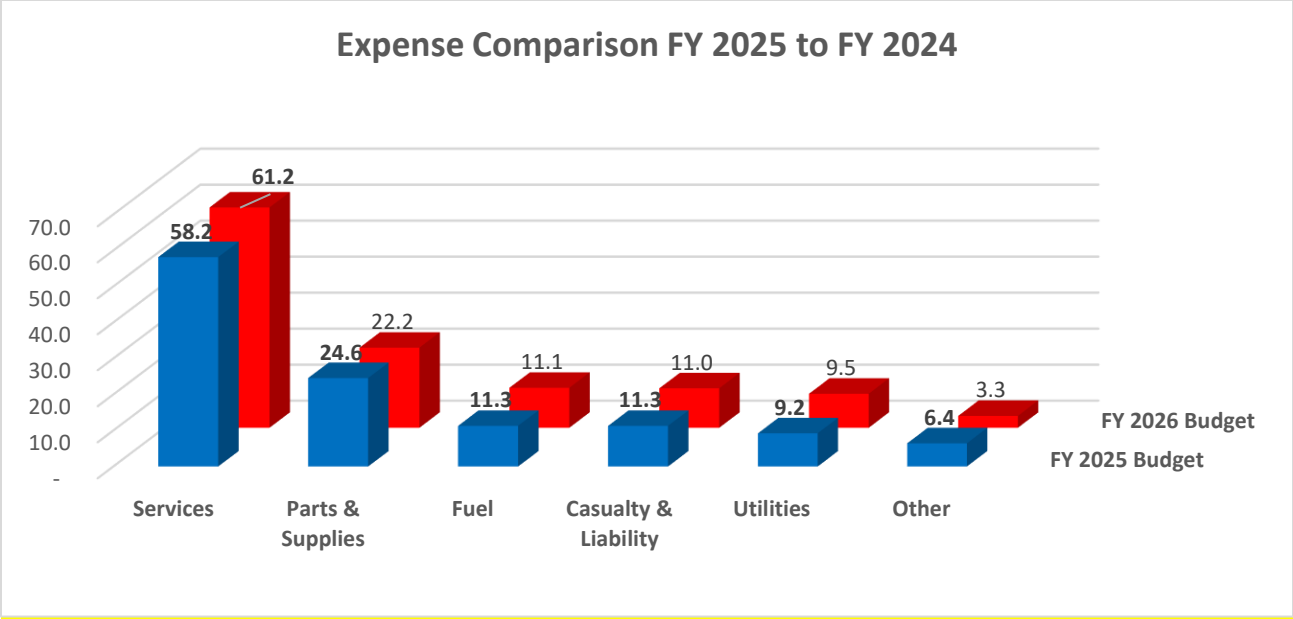
**Casualty and liability** expense is dependent on a variety of factors including the insurance market, passenger boardings, the number of miles driven, population density of the service area and the number of accidents, injuries and claims. Casualty and liability expense is expected to decrease $308 thousand compared to the previous budget.

**Utilities**, including electric propulsion, are budgeted at 2.5% more than the prior year due to in part to increased consumption and pricing. Process improvements continue to be the goal to reduce expense. The 2026 budget is in line with the cost needed to support expected activity.

**Other expenses** consist of taxes, leases, advertising, travel, and staff development. FY 2026 reflects a reduction compared to the prior year budget. This net decrease includes additional staff development training and recognition offset by reductions in business fees, taxes and commissions.

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

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## Non-Operating Expense

**Capital lease expense** recognizes the cost associated with capital leases. The expense is offset by a revenue amount. For FY 2026 these amounts are both $0.

**Interest on debt** results primarily from interest paid on bonds issued to finance the Cross County expansion. Interest expense is budgeted at $11.6 million in FY 2025.

**Sheltered workshop** expense is budgeted at $2.5 million.

## Depreciation and Amortization

**Depreciation** in public transit systems is generally not funded by operating income. This differs from private industry, which must generate profits for purchase/replacement of property and equipment. Depreciation is presented as required by U.S. Generally Accepted Accounting Principles (US GAAP). Depreciation is not funded to provide equity for capital replacements because capital assets are predominately funded by federal grants. For FY 2025, depreciation is expected to be $2.2 million lower in FY2025 at $62,381,231.

## Net Transfers

**Internal service fund administration fees** are charged by the Workers' Compensation and Casualty Self-Insurance Funds to Metro Transit. These fees represent self-insurance administration costs in excess of claim amounts paid.

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# Gateway Arch

## STRATEGIC FOCUS

Our team is dedicated to increasing attendance and elevating the overall guest experience at the Gateway Arch National Park (GANP). Through the introduction additional ticketed options, an improved website experience and leveraging the newly renovated Old Courthouse and its state-of-the-art galleries, we aim to extend the duration of each visit, create more meaningful opportunities for engagement to enhance the park's identity as a world-class destination. The strategies we are implementing will help ensure a more welcoming and inclusive environment for all visitors.

In partnership with the National Park Service (NPS) and the other Gateway Arch National Park (GANP) partners, we are dedicated to delivering an exceptional, memorable experience to all visitors.

***Our strategic focus for FY 2026 centers on:***

### Customer First

- From seamless pre-visit planning and intuitive wayfinding to meaningful post-visit interactions, we are transforming the Gateway Arch tram and ticketing operations to prioritize an exceptional visitor experience.

### Fiscal Responsibility

- We continue to implement cost-effective solutions and develop strategies to maximize revenue streams. These best practices ensure the long-term financial viability of the Gateway Arch experience.

### Safety and Security

- We continue to identify best practices and implement innovative solutions that maximize visitor and team member safety while remaining in compliance with all applicable regulations and guidelines.

### Team Member Focus

- Motivating our team members is accomplished through guest focused training programs, meaningful challenges, and community outreach initiatives that encourage both personal and professional development. With a deep sense of purpose and belonging we aim to inspire them to excel and contribute to a positive team culture.

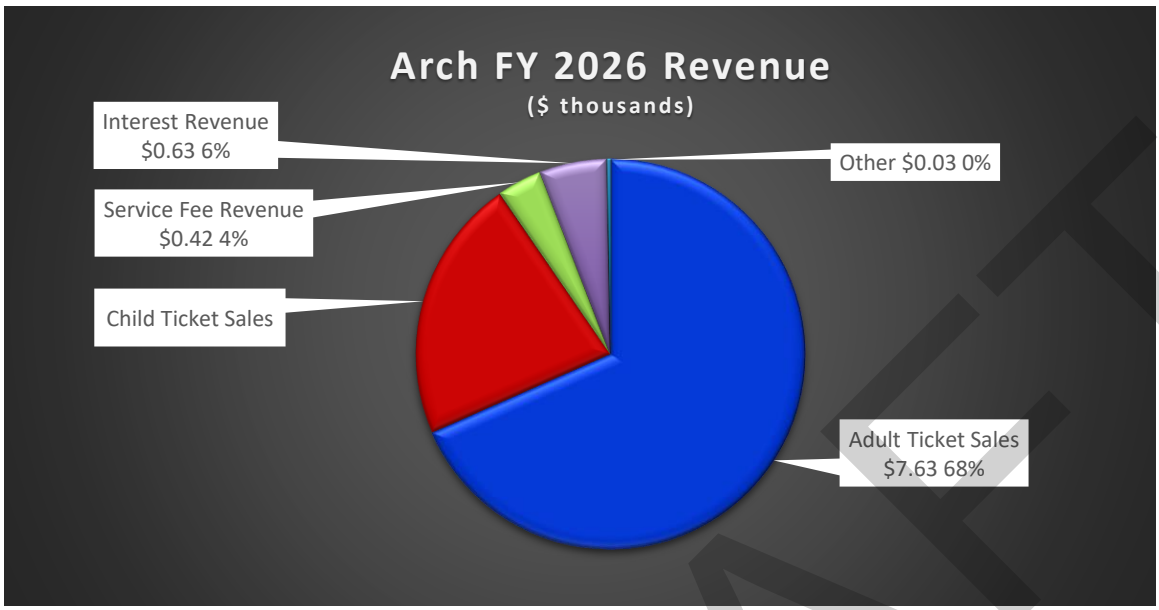
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## REVENUE

**Arch Ticket Sales** are projected based on 726,507 tram passengers expected in FY 2026. The projected revenue for ticket sales is $10,080,284; 2.9% higher than in FY 2025. Our variable pricing structure, common in the hospitality and tourism industry, was introduced in January of 2019. Tram rates range from $15-$19 for adults and $11-$15 for children. A $3 National Park Entrance fee is included in the adult rate.

**Site Rental and Other Revenues** include tram rental fees for after-hour events held at the Gateway Arch and convenience fees charged to online and individual phone ticket purchases. Management fees for overseeing the ticket sales and marketing for the Virtual Reality Theater are also included.

**Interest Revenue from Investments** increased modestly from the prior year due to a much more favorable interest rate environment. FY 2026 interest revenue is projected at $625,000.




## EXPENSE

**Wages and Benefits** budgeted in FY 2026 are approximately level, increasing $38,980. This wage and benefit level are a result of maximizing efficiencies in some areas of operation (such as ticketing center staffing) and addresses the expected increase in ridership.

**Services** are increasing by 0.6% over the FY 2025 budget. In FY 2026, the largest expenditure in this category is the committed cost of O&M of $1.1M formerly carried in

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Contributions to Outside Entities expense. Next is the cost of mechanics employed by the National Park Service. Services include the following (in thousands):

| | |
|---|---|
| Operations & Maintenance | $1,100 |
| Mechanics employed by National Park Service | 1,015 |
| Theater O&M | 350 |
| Credit card fees, banking service charges | 290 |
| Maintenance services | 78 |
| Website Development | 23 |
| Other | 42 |
| | $2,898 |

**Parts and Supplies** are budgeted at $530,786, which is 32.6% lower than the prior year budget. Amounts are due to parts and materials needed for the Arch trams.

**Casualty and Liability** costs are budgeted 9.5% higher than the FY 2025 budget due to higher premiums.

**Utilities** are primarily electricity costs that are $125,714 of the overall $127,714 utility budget. Utility costs are influenced to some degree by the severity of the weather although much of the facility is underground.

**Other Expense** includes the following (in thousands):

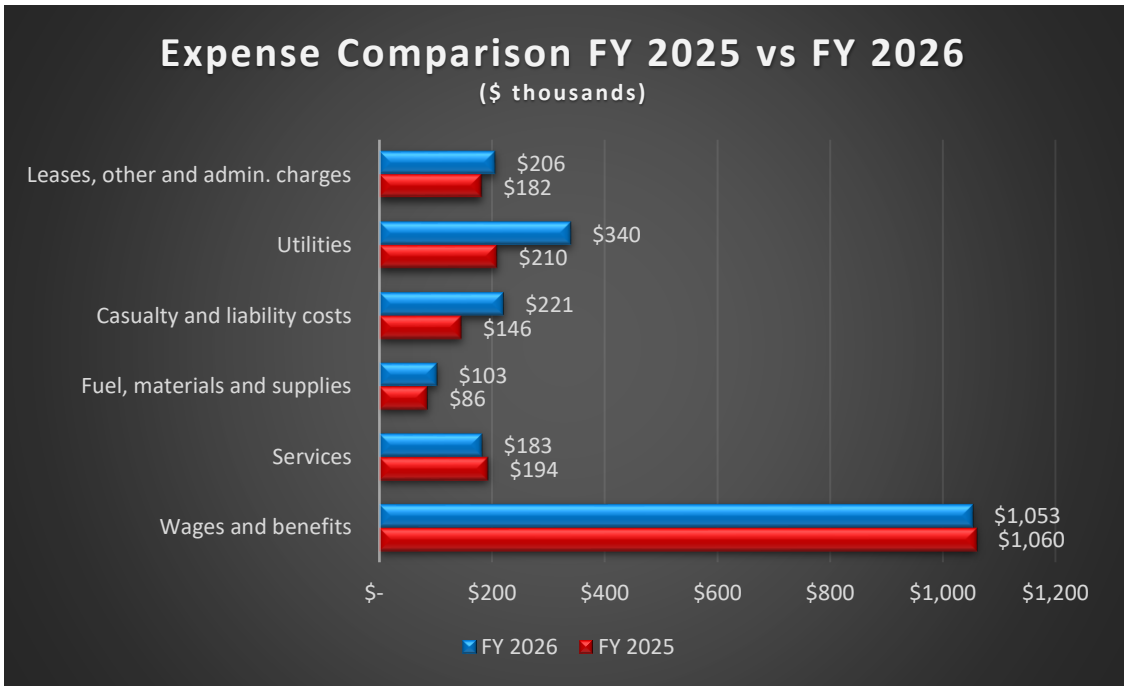
| | |
|---|---|
| Management Fee to Agency | $ 961 |
| Advertising and Promotion | 961 |
| Dues, Training, Travel and Other | 120 |
| | $ 2,043 |

Other expense is budgeted in FY 2026 to be 13.3% higher primarily due to an increase in management fees earned on increased revenue from ticket sales and a focus returning to Staff training.

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

**Contributions to Outside Entities** are for operation and maintenance costs for the newly expanded Gateway Arch Visitor Center, including additional security operations by the National Park Service.

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**Net income before depreciation** for FY 2026 is budgeted at $1,715,225.

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## Tourism Innovation

# Riverfront Attractions

### STRATEGIC FOCUS

BSD Riverfront Attractions serve as a premier destination on the St. Louis riverfront, offering unique experiences such as the Riverboats at the Gateway Arch and one of the few public-use inland waterways heliports in the United States. Hosting over 1,000 scheduled cruises annually, the St. Louis Riverfront Cruise stands as a primary revenue generator. Complementing this are the Skyline Dinner Cruise, seasonal specialty cruises, the Paddlewheel Café, the Gift Shop, private events, and scenic helicopter tours, all combining to create a comprehensive and engaging riverfront destination for both locals and tourists. By leveraging cross-promotion with Gateway Arch visitors, our Riverfront Attractions aim to enhance overall visit duration and boost per capita visitor spending. Our goal remains to deliver exceptional experiences, reflected in consistently achieving or exceeding an 85% Customer Satisfaction (CSAT) rating for Overall Experience.

***Our strategic focus for FY 2026 centers on:***

**Promotions and Guest Experience**

- Expanding Cross-Promotional marketing initiatives that leverage 'combo pricing' options that combine the St. Louis Riverfront Cruise with iconic Arch experiences, such as the tram to the top of the Gateway Arch.
- Strengthening Partnerships with Local Tourism Organizations, including Explore St. Louis, Missouri History Museum, and the St. Louis Regional Freightway to execute targeted marketing and communication strategies to attract both local and regional visitors.
- Optimizing the Guest Experience Across All Touchpoints by working closely with internal teams and external partners to identify and resolve common guest challenges. We are focused on creating a seamless guest journey from planning to departure, including user-friendly parking options, enhanced navigational signage, and improved security protocols to ensure a safe and enjoyable visit.

**Team Development**

- We are fostering a high-rerformance culture of accountability and inclusion by building an environment where every team member feels respected, empowered, valued, heard, and accountable for driving success.

**Fiscal Responsibility**

- Our approach to increasing revenue focuses on expanding ticket sales, food and beverage sales, and retail opportunities, while managing costs and identifying expense-saving measures. This will be achieved by leveraging operational

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efficiency, fostering key partnerships, and utilizing earned media to amplify exposure and attract more visitors. Additionally, we continue to utilize preventative maintenance programs to preserve our assets, extend their lifespan, contributing to long-term cost-effectiveness.

### Safety and Security

- Collaboration with our BSD Public Safety team, the City of St. Louis Police Department, and other law enforcement partners promote the highest standards of safety and security for staff, guests, and vendors. These coordinated efforts help to ensure a proactive approach to addressing potential risks and maintaining a safe environment for all.

- Together with United States Coast Guard requirements and Passenger Vessel Association recommendations, along with the direct support of the BSD Public Safety team, regularly provide comprehensive safety training for team members. Emphasizing their roles and responsibilities in adhering to safety protocols and regulatory compliance, ensured our team is well-prepared, informed and dedicated to maintaining a secure operation.

## REVENUE

**Cruise revenue** is based on the FY 2026 budget of 144,378 passengers. Cruise revenue is projected at $3,010,298 which is 5% higher than the FY 2025 budget. In conjunction with the Gateway Arch, the riverboats offer variable pricing, with an adult sightseeing ticket starting at $24 and a child ticket starting at $16. A base dinner cruise ticket is $64.

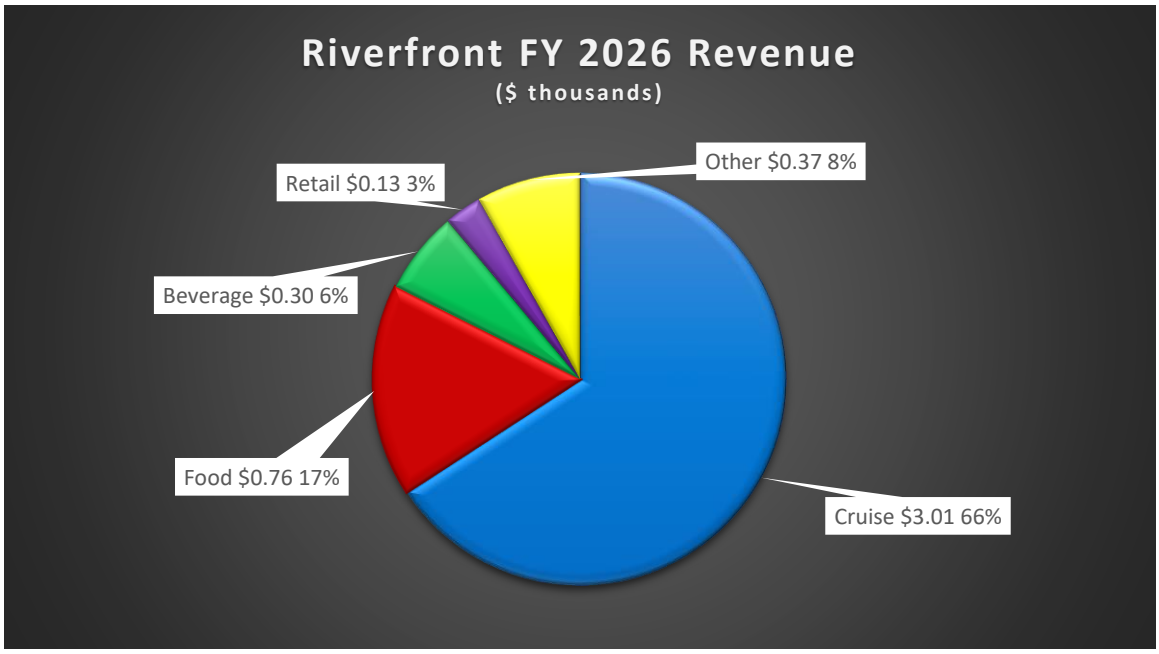
**Food revenue** includes food sold on dinner cruises, onboard concessions and at the Paddlewheel Café. Food revenue is budgeted to increase 1.4% from the FY 2025 projection.

**Beverage revenue** is generated from beverage sales on the various types of cruises and from the Paddlewheel Café. Beverage revenue is budgeted to increase 8.4%.

**Retail revenue** is generated from gift shop sales. These revenues are higher by 13% from the FY 2025 budget.

**Other miscellaneous revenue** includes revenues from helicopter tours and concessions and the contracted passenger cruise photography service.

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## Expense

**Wages and Benefits** decreased 3.2% from the FY 2025 budget.

**Services** are budgeted to increase 7.5% from the prior year budget. This increase is primarily due to a decrease in maintenance services and consulting fees.

**Materials and Supplies** are budgeted 2% higher than the previous budget. The FY 2026 budget for materials and supplies due to the additional demand based on an increase is the anticipated number of cruises and patrons.

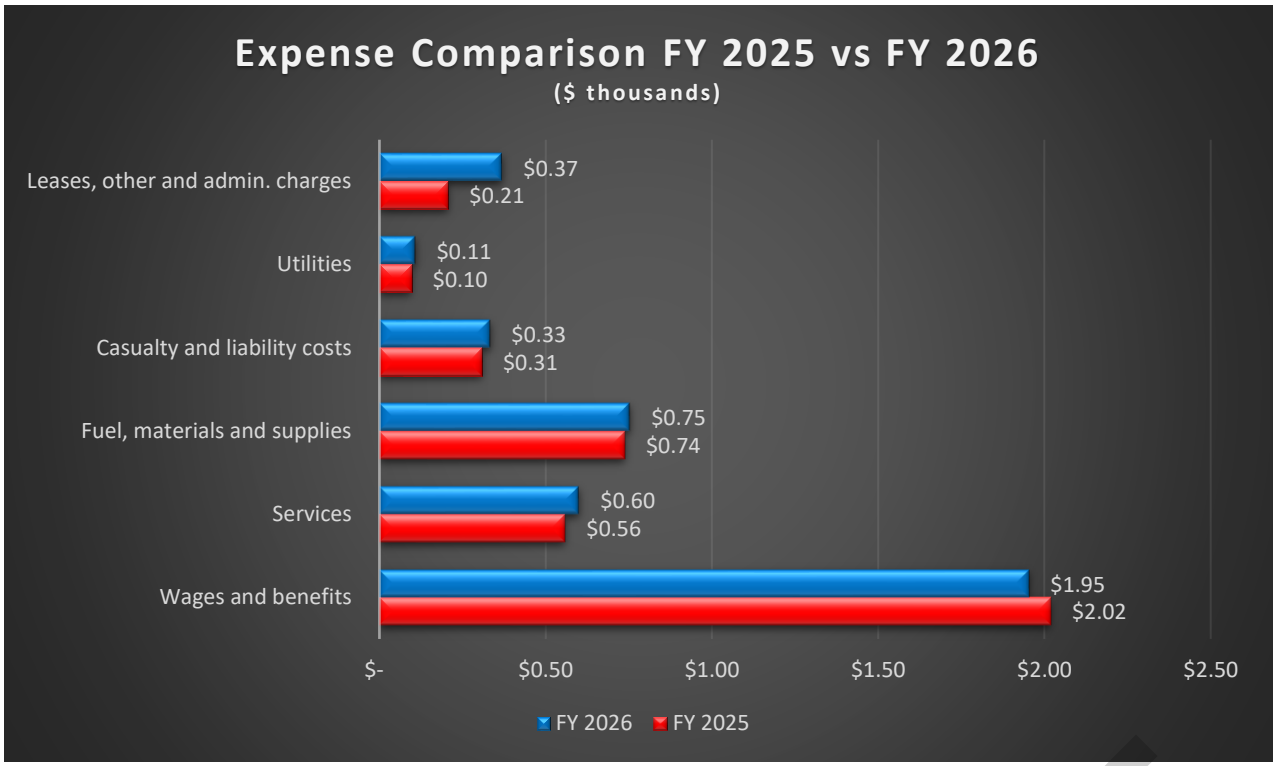
**Fuel and Lubrications** expense is budgeted to increase 2.2% over FY 2025 in line with the higher Cruise Revenue.

**Casualty and Liability** costs are 8.3% more than budgeted costs in FY 2025 due to increases in premiums.

**Utilities** are comprised of $56,796 for electricity, $3,204 for telephone, $9,192 for natural gas, $15,996 for waste removal, and $23,004 for water and sewer. Utilities are significantly impacted by the severity of weather, level of service, and days of operation.

**Other Expense** is 78% higher than the prior year. Over the last two years advertising costs have been modified to match the necessary level of business and to strengthen awareness of new programs and cruise themes available to the public. Advertising is budgeted at approximately $243,386 or 87% more than FY 2025 in an effort to maintain the current level of revenue streams.

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## Income

**Net income before depreciation** is budgeted at $481,326.

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# St. Louis Downtown Airport

## STRATEGIC FOCUS

Our team continues to prioritize the marketing of airport services, real estate, and strategic location to amplify the airport's economic impact on the St. Louis region. Efforts are specifically targeted at attracting aeronautical businesses, corporate partners, and the flying public, fostering a diverse and thriving hub for aviation-related activities. Following FY 2024, the airport operations have increased 49% since FY 2020 and recorded the highest number of aircraft operations since FY 2007. Solidifying St. Louis Downtown Airport's position as a trusted entity within the aviation sector. This involves a steadfast focus on maintaining a safe, organized, and efficient infrastructure while reinforcing a professional image for current users and potential developers. These strategies not only stimulate regional economic development but also ensure the airport remains a pivotal player in advancing the region's aviation and business sectors.

***Our strategic focus for FY 2026 centers on:***

### Operational Efficiency

- We continue to streamline and design new processes to optimize time management. This enables our team to focus their efforts on value-adding tasks that directly contribute to the airport's growth and success.

### Fiscal Responsibility

- We are optimizing funding opportunities through strong partnerships with the FAA, state, and local agencies. We are dedicated to ensuring the consistent leasing and occupancy of airport properties, while actively pursuing opportunities to develop new facilities and expand our range of services. We aim to minimize reliance on inefficient short-term maintenance strategies and enhance the long-term economic stability of the airport.

### Safety

- We are committed to exceeding federal safety standards. Our culture of continuous improvement and vigilance includes conducting regular audits of our internal safety programs and training initiatives, ensuring they meet or surpass regulatory requirements.

### Promotion and Engagement

- We are cultivating a culture of staff ownership and pride, where every team member actively champions and enhances airport services through a "user-first" service philosophy.
- We are strengthening partnerships with tenants and working cohesively on innovative marketing campaigns to maximize visibility. This approach aims to attract a diverse range of aircraft, businesses, and developers to our airport, driving growth and solidifying our reputation as a premier aviation hub.

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## REVENUE

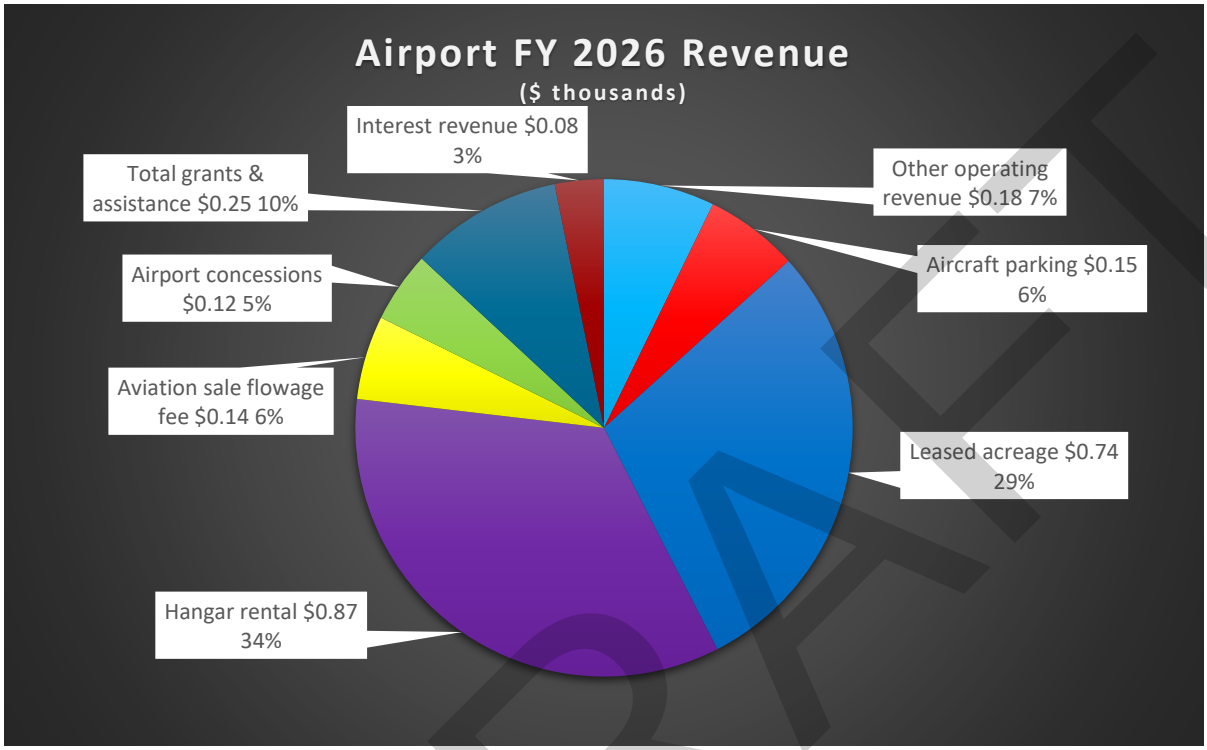
**Aircraft parking** revenue for FY 2026 is budgeted at $153,770, which is an increase of $6,246 or 4.2% from FY 2025 budget.

**Leased acreage** revenue is airport land leased for private investment. Revenue is expected to be $736,320, which is a decrease of $103,129 or -12.3% from FY 2025 budget.

**Hangar rentals** are leased property for airframes and tenants. The projected revenue for FY 2026 is $868,120, which is an increase of $87,458 or 11.2% from prior year.

**Aviation fuel sale-flowage fee** revenue is budgeted in FY 2026 at $137,600. This is nearly identical than expected revenues for FY 2025.

**Concession fees** include crop income and rentals for the concourse. The FY 2026 budget is $116,200, which is a $7,250 or 6.7% increase from prior year.




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## Expense

**Wages and benefits** are up $0.1 million or 9.1% from the FY 2025 budget.

**Services** include the following (in thousands):

| | |
|---|---|
| Legal and consulting fees | $ 70 |
| Contract maintenance | 70 |
| Other | 23 |
| | $ 163 |

**Services** are budgeted in FY 2026 to be 10.9% lower than FY 2025. The FY 2026 budget includes consulting fees for surveys, plots, and concurrent use agreements. Services also include legal fees for lease review and consultation, consultant fees for general engineering services, firehouse elevator and extinguisher maintenance, fire alarm maintenance, the emergency phone system, firefighting truck inspection and maintenance, and HVAC controls system support.

**Parts and Supplies** are budgeted in FY 2026 to be 3.4% higher than FY 2025. These costs are for maintenance of all airport and airfield facilities and equipment including Aircraft Rescue and Firefighting (ARFF) fire tools and equipment.

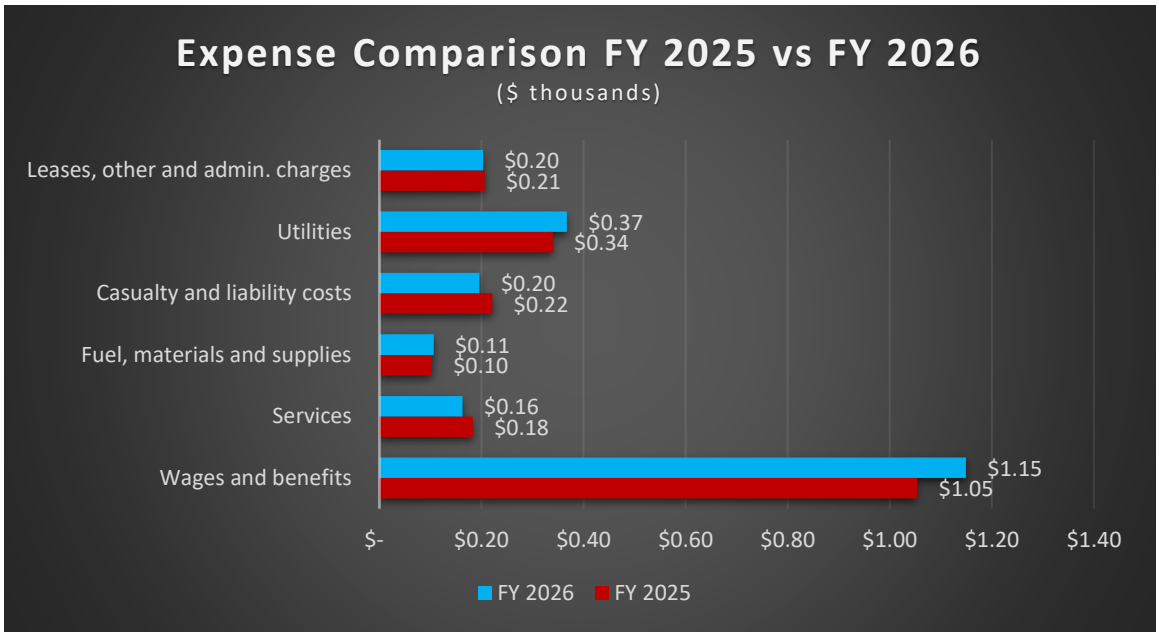
**Casualty and Liability** costs are budgeted to decrease 11.4% below FY 2025 budgeted expenses due to decreases in premium rates resulting from an accommodating insurance market.

**Utilities** include electricity, gas, telephone, waste removal, and water are budgeted in FY 2026 to be 8.2% higher than the FY 2025 budget.

**Other expense includes the following (in thousands):**

| | |
|---|---|
| Management fees to the Agency | $ 126 |
| Travel, training, meetings, and dues | 50 |
| Other (including advertising) | 26 |
| | $ 202 |

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## Income

**Net income before depreciation** is projected to be $339,846 for FY 2026.

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# St. Louis Regional Freightway

## STRATEGIC FOCUS

The St. Louis Regional Freightway continues to strengthen the bi-state region's role as a national and global freight hub through infrastructure investments. We are building on the success of helping the region prioritize investments in key infrastructure projects that support increased efficiency and connectivity in freight and logistics.

Our initiatives include advancing efforts of the newly created Aerospace and Aviation Taskforce as well as foster innovation and expand opportunities in related industries. Collaboration remains at the heart of our strategy, as we strengthen partnerships with local manufacturing and logistics sectors, as well as engage regional stakeholders. These efforts will include promoting newly developed industrial real estate sites to attract businesses and facilitate long-term economic growth.

***Our strategic focus for FY 2026 centers on:***

### Advocacy

- Our close collaboration with leaders from the transportation, manufacturing, and logistics industries and regional leadership strengthens the region's economic resilience and connectivity. Through the development and coordination of regional projects, advocacy strategies, and funding approaches we continue to achieve these shared goals.

### Infrastructure Funding and Multimodal Capabilities

- We are committed to helping the region make investment decisions in infrastructure that are guided by data-driven decision-making, focusing on projects that deliver tangible benefits to regional economic development.

### Promoting Industrial Real Estate

- We leverage strategic marketing and promotional opportunities to highlight prime industrial real estate sites to attract new investments, facilitate business expansion, and enhance our regional competitiveness.

### Relevance

- We continue to bring a local "voice" to national and global industry advances by highlighting our region's unique assets, challenges, and opportunities. Our objective is to ensure our local perspective is represented and aligns with broader industry trends and innovations.

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## REVENUE

In FY 2026, contributions for service provided are expected to generate $400,000 in operating revenue.

## EXPENSE

Total FY 2026 operating expense is expected to be $585,577, resulting in a net loss of $185,577. The majority of operating expense is for consulting services, compensation, and benefits.

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# Executive Services

## Strategic Focus

The President and Chief Executive Officer leads Executive Services. Executive Services is a service enterprise that provides support to all Bi-State Development business operating units. These services are provided by executive management, as well as, the legal department, real estate and economic development department, tourism innovation administration, and the internal audit department.

## Revenue

**The Metro administration fee** provides a significant portion of the revenue for Executive Services. Transit represents 65.6% of the operating revenue.

**The Gateway Arch management fee** is calculated based on a formula negotiated with the National Park Service. The total Gateway Arch management fee is $961,378 reflecting a 12.4% increase over FY 2025.

**The St. Louis Downtown Airport management fee** is calculated at 5% of the Downtown Airport operating revenue and interest income. The St. Louis Downtown Airport administration fee is $126,231.

**The National Park Service fees** are calculated at 20% of the Arch entrance fees and movie admissions. The National Park Service administration fee is $354,084.

**Interest Revenue from Investments** is lower from the prior year by $.1 million. FY 2026 interest revenue is $4.5 million.

## Expense

**Wages and benefits** are $508,090 lower due to restructuring salary and benefits.

**Services** consist of fees for outside consultants, auditors, lawyers, and lobbyists and also services for establishing strategic partnerships and investment in Washington DC, Missouri and Illinois. In FY 2026 Executive Services will spend $594,400 more than in the prior year.

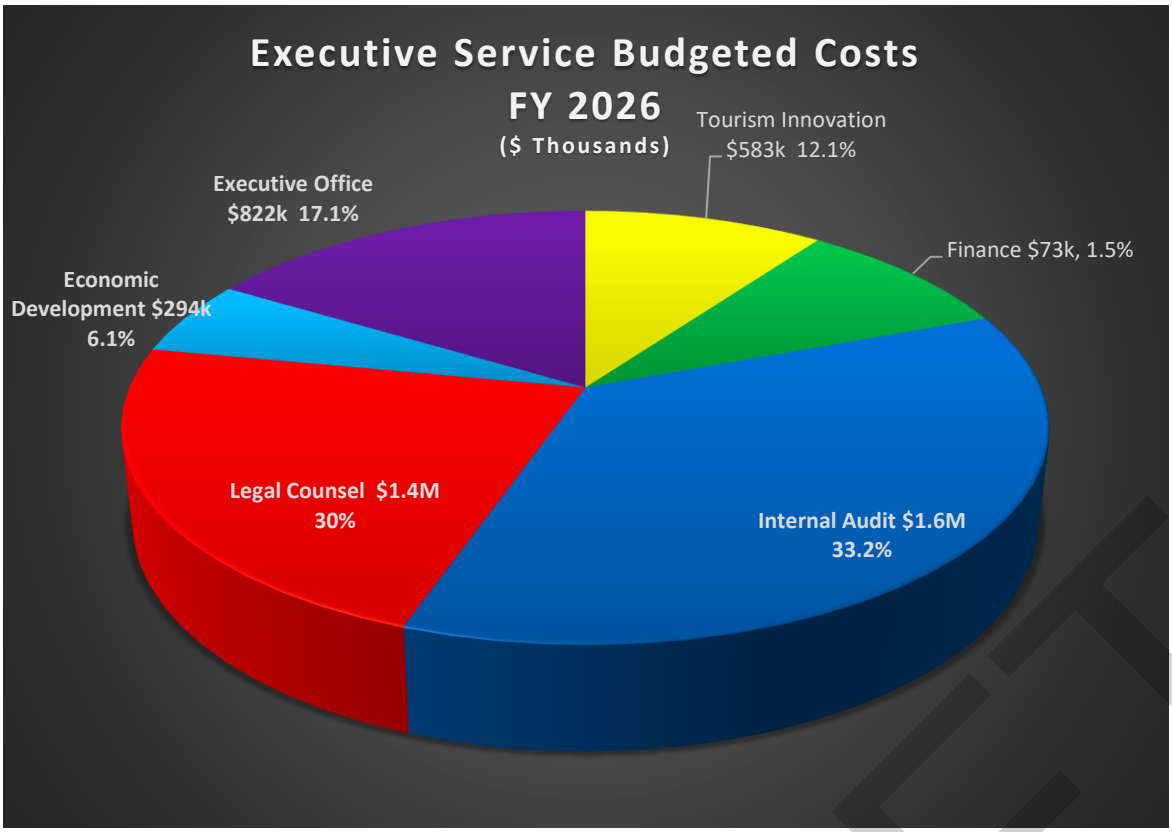
**Parts and supplies** include office supplies and equipment, training materials, and data processing supplies. The FY 2026 budget for office and data processing supplies decreased minimally.

**Utilities** consist of mobile devices and tablet usage. These expenditures increased by $1,750.

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**Other expense** includes employee and commissioner travel, employee training and dues for regional, state, and national transportation and economic organizations. Travel, training, and subscriptions are expected to be lower in FY 2026.

## Expense by Department




## Income

**Net income** is projected at $3,262,594

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# Health Self-Insurance Fund

## Strategic Focus

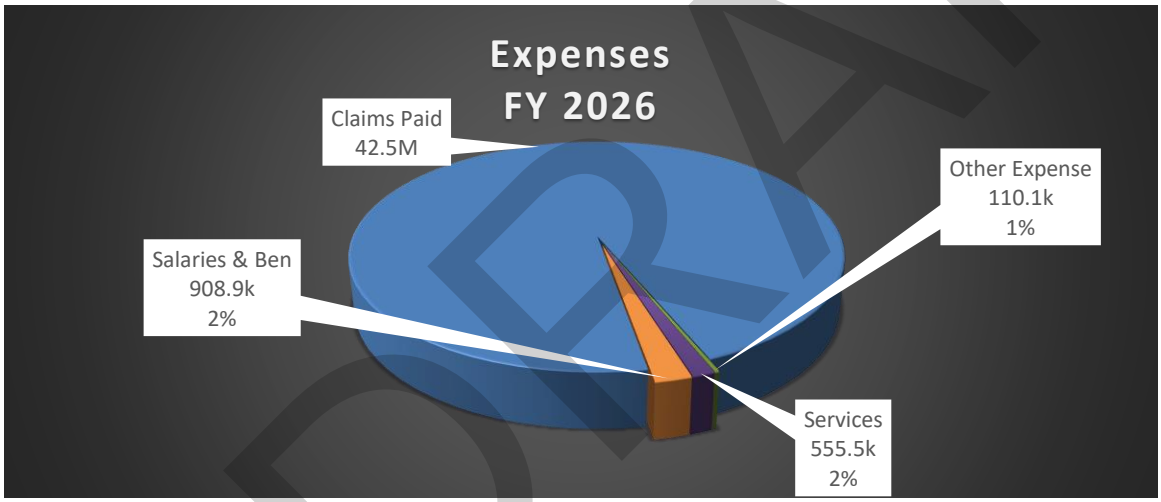
Providing management with greater visibility and enhanced financial reporting for $44.1 million self-funded health and welfare insurance activities. Guidance and management is provided for benefits and enrollment, monitoring claims, managing third party health related contracts, proposing cost controlling measures, and the in-house wellness program. The wellness program is an active part of BSD's employee health engagement strategy and cost management activities.

## Revenue

Revenue for the Health SIF is generated by charges for services provided to other business units within BSD and to related parties. The majority of revenue is remitted from BSD business units who pay for the company portion of health plan costs for each units' respective employees. Other funding comes from the employee and retiree contributed portion of health-related benefits and represent approximately 18.6% of the revenue provided by the fund.

## Expense

The majority of total operating expense for the Health SIF consists of claims paid for medical, prescription, and dental services. Other operating expenses include: compensation for staff to operate the programs, consultant fees, third party administrator fees, and premiums for excess insurance coverage. Claims paid are the largest single expense for the self-insurance fund and represent claims paid on a cash basis. Claims paid in FY2026 are expected to increase by $5,289,508 or (14.2%). While the portfolio of employee benefit offerings has expanded, internal team expenses have remained at 2% or less with no new additions to staff.




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# Casualty Self-Insurance Funds

## Strategic Focus

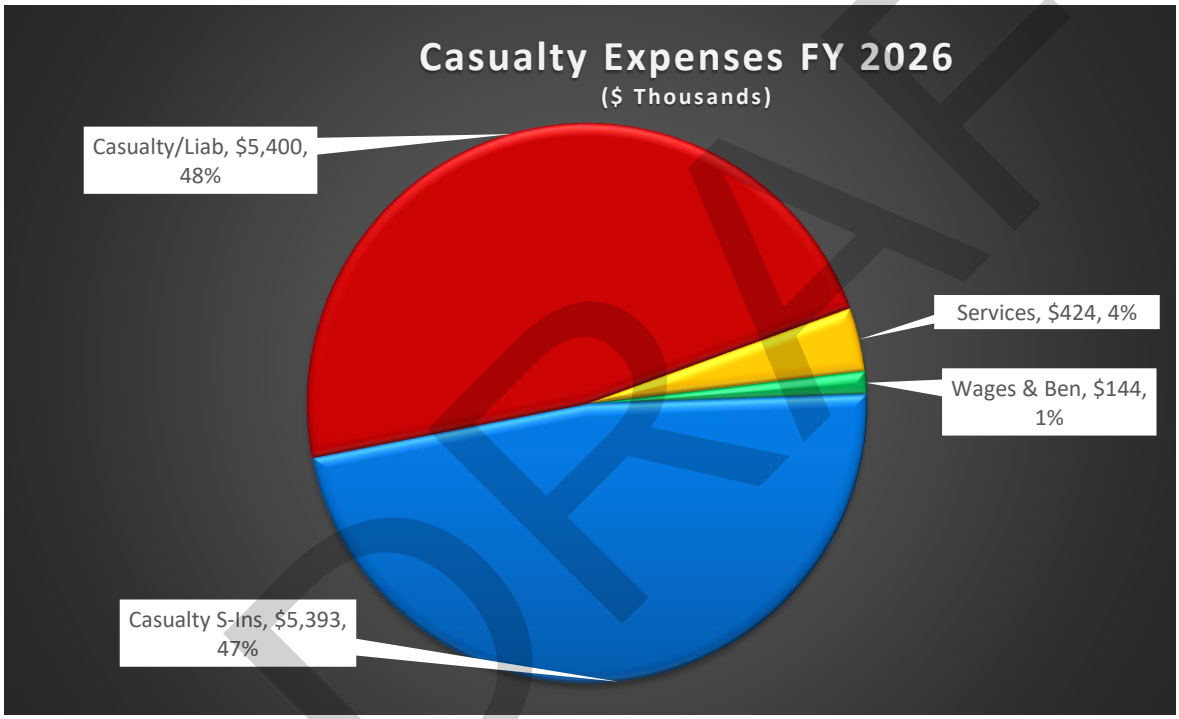
BSD's Casualty Self-Insurance Fund (SIF) focuses on managing premiums, reporting claims, and controlling cost while providing greater visibility and financial reporting for the $11.0 million in self- funded risk activities.

## Revenue

Revenue for the SIF is generated by charges for services provided to other business units within BSD. As insurance claims are incurred, the affected business unit within BSD is charged for the incurred claim and offsetting revenue is generated within the SIF. The incurred amount charged to each business unit represents the claim amount and insurance premiums. There is a secondary charge to the business units for administrative services provided. The secondary fee covers personnel compensation and general office expenses to operate the fund.

## Expense

Total operating expense for the self-insurance fund consists of compensation for staff, consultant fees, premiums for excess insurance coverage, office supplies, and claims paid. Claims paid are the largest single expense for the self-insurance fund and represents claims paid on a cash basis. Claims paid are expected to increase in FY 2026 by $2.5 million and or 28.2%.




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# Workers Compensation Self-Insurance Fund

## Strategic Focus

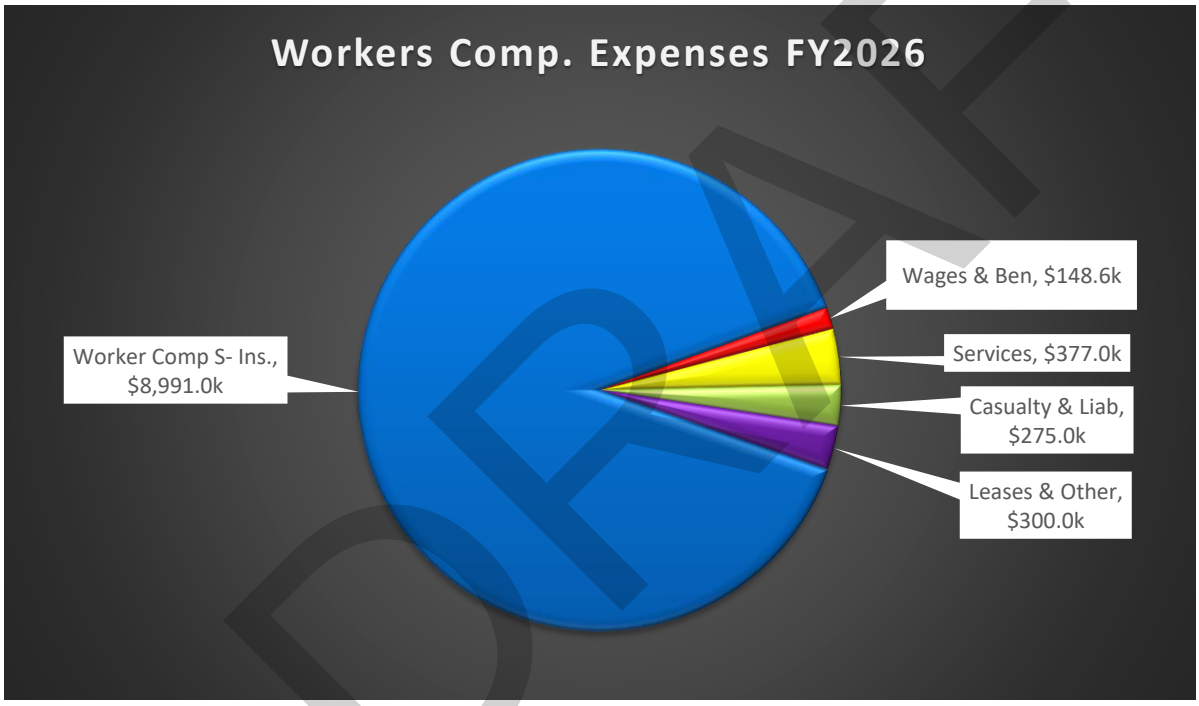
The Workers' Compensation Self-Insurance Fund (SIF) is focused on managing premiums, reporting claims, and controlling cost. The SIF provides greater visibility and financial reporting for BSD's $9.5 million in self- funded activities.

## Revenue

Revenue for the SIF is generated by charges for services provided to other business units within BSD. As insurance claims are incurred, the affected business unit within BSD is charged for the incurred claim and an offsetting revenue is generated within the SIF. The incurred amount charged to each business unit represents the claim amount and insurance premiums. There is a secondary charge to the business units for administrative services provided. The secondary fee covers personnel compensation and general office expenses to operate the fund.

## Expense

Total operating expense for the internal service funds consist of compensation for staff to operate the programs, consultant fees, premiums for excess insurance coverage, office supplies, and claims paid. Claims paid are the largest single expense for the self-insurance fund and represents claims paid on a cash basis. Claims paid in FY 2026 are expected to increase $1.2 million or 13.6%.




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# Arts In Transit, Inc.

## Strategic focus

Arts in Transit, Inc. (AIT) facilitates community engagement public art programs and projects that enhance the transit experience through creative place making and wayfinding.

***Our strategic focus for FY2026 centers on:***

### FISCAL RESPONSIBILITY

- ✓ We engage with nationally recognized currators to repair and restore the collection of art installations across the Metro Transit System resulting from deterioriation and abuse. Condition assessments assist in prioritizing installations which require preservation.

### CUSTOMER EXPERIENCE

- ✓ Improve consumer engagement and ridership across the Metro system through creative initiatives that allow our team to engage with families, community groups, and constituents through are projects that can be integrated into our facilities and rolling fleet.

- ✓ Improve the perception of Metro Transit services through reinvigorated AIT engagement programs such as MetroLines (Poetry), MetroScapes (Visual), and Art in Motion (Bus Painting) geared toward education.

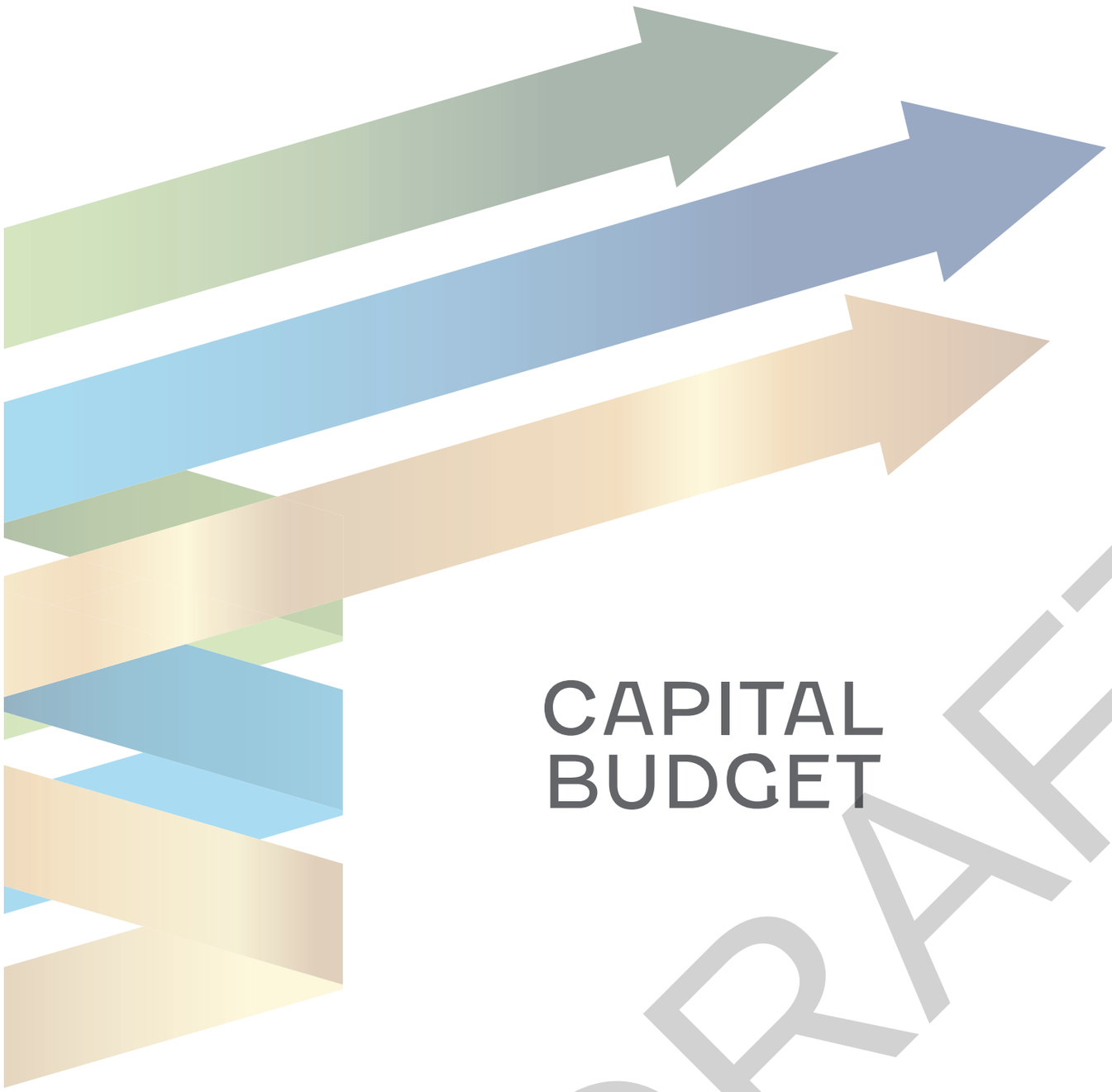
## Revenue

Arts in Transit revenue for FY 2026 is expected to be $74,193. In-Kind Contributions are provided through the expertise and service contributions from BSD staff.

## Expense

Arts in Transit incurs expense from consulting fees, the use of outside services to assist in various art projects, and art materials and supplies. In FY 2026 operating expenses are projected to increase.

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# CAPITAL BUDGET

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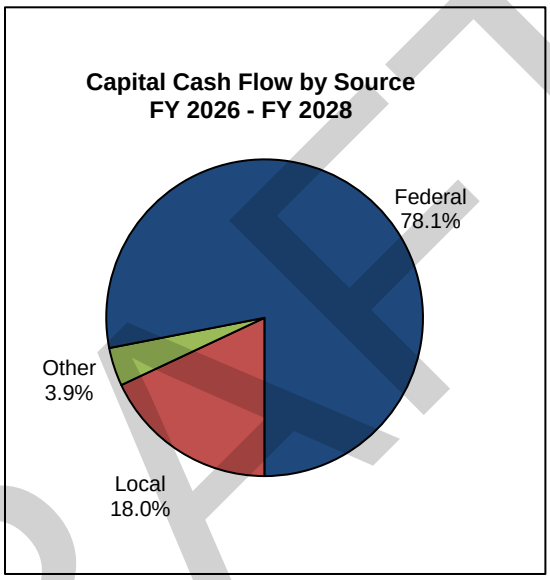
## Metro Transit

# Capital Revenue Assumptions
# FY 2026 – FY 2028

## Federal Funding

**"Infrastructure Investment and Jobs Act" (IIJA)**

The IIJA, also known as the Bipartisan Infrastructure Law, is a five year bill signed into law by President Biden on November 15, 2021. The IIJA Act became effective on October 1, 2022. The new transportation law authorizes transit programs for FY 2022 – FY 2026, through September 30, 2026. The IIJA Act provides steady and predictable funding over the next five years and authorizes up to $108 billion for public transportation. The IIJA Act also targets funding increases towards improving state of good repair and the bus program. The IIJA provided an increase in funding for FY22 of 33% or $19M from the FAST Act - FY21.




Under the IIJA, annual authorizations through the Section 5307 Urbanized Area Formula program are expected to increase by approximately 2% each year over FY 2024 authorized amounts. Annual authorizations through the Section 5337 State of Good Repair program are expected to increase by approximately 2% each year over FY 2024 authorized amounts. The Section 5339 Bus and Bus Facility formula program is maintained under the new transportation law and annual authorizations are expected to increase by approximately 2% each year over FY 2024 authorized amounts. Additionally, the IIJA includes discretionary grant opportunities that will advance public transportation through four key properties: Safety, Modernization, Climate and Equity.

Annual capital revenue assumptions over the FY 2026 – FY 2028 capital budget period for Bi-State Development will be based on several factors. For urbanized areas (UZAs) with populations of 200,000 or more, the formula is based on a combination of bus revenue vehicle miles, bus passenger miles, bus operating costs, fixed guideway vehicle revenue miles and fixed guideway route miles, as well as population and population density. The formula allocation also includes a percent of the Section 5307 funds that will be allocated

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on the basis of low-income persons residing in urbanized areas. Also, annual revenue from these formula-based programs will be based on Bi-State Development's annual reporting of data to the National Transit Database.

Capital revenue assumptions in the FY 2026 – FY 2028 capital plan are relatively more stable since the IIJA will be in effect throughout this budget cycle and therefore provides stable sources of federal formula allocations. Population, population density, and low-income population numbers are subject to change based on the 2020 US census count, which will impact the Agency's federal formula allocations as the funding to date have not used the 2020 census data in apportionment calculations.

Under the FAST Act, the Bus and Bus Facility Discretionary program was re-introduced, and includes a sub-program for technological changes or innovations to modify low or no emission vehicles and facilities. This program continues under the IIJA. The IIJA also continues federal highway funding for the Congestion Mitigation and Air Quality program and the Surface Transportation program. Funding under each of these programs is eligible for various public transportation purposes.

The IIJA also continues the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program, which is a formula program to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.

Bi-State Development's FY 2026 – FY 2028 capital budget totals $1.02 Billion. Funding is planned through the IIJA programs mentioned above as well as previously authorized and apportioned programs under Fast Act, MAP-21 and SAFETEA-LU. Federal discretionary programs such as Congestion Mitigation & Air Quality (CMAQ) funds and Surface Transportation Program (STP) funds are continued under the IIJA and are planned in this capital program.

**"Fixing America's Surface Transportation Act" (FAST Act)**

The FAST Act is a five year bill signed into law by President Obama on December 4, 2015. The FAST Act became effective on October 1, 2015. The new transportation law authorizes transit programs for FY 2016 – FY 2020, through September 30, 2020. The FAST Act provides steady and predictable funding over the next five years with an increase of $1 billion dollars per year to transit. The FAST Act also targets funding increases towards improving state of good repair and the bus program.

The FAST Act re-introduced a discretionary bus program, which was eliminated under the previous transportation law. In addition, recipients are no longer required to expend 1% of the 5307 funding on associated transit improvements.

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**"Moving Ahead for Progress in the 21st Century" (MAP-21)**

MAP-21 was a two-year bill signed into law by President Obama on July 6, 2012. MAP-21 became effective Oct. 1, 2012 and authorized transportation programs through the federal fiscal year ending September 30, 2014. MAP-21 was under a continuing resolution until December 4, 2015. Funding and programs authorized under MAP-21 will continue to be administered through their programmatic life.

MAP-21 repealed the New Freedom Program (Section 5317) established under SAFETEA-LU and the New Freedom Program activities were merged into an existing Section 5310 Elderly and Disabled program creating the new Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program. The original Section 5310 program was established in 1975 as a discretionary capital assistance program awarding grants to private nonprofit organizations to serve the transportation needs of seniors and persons with disabilities. Under SAFETEA-LU, the Section 5317 New Freedom program was a formula grant program that provided funding for capital and operating expenses that support new public transportation services beyond those required by the Americans with Disabilities Act of 1990. Under the new Section 5310 program, funding supports "Traditional" capital projects and incorporates the New Freedom activities into the program. The FAST Act continues the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program over the five-year authorization.

**Safe, Accountable, Flexible and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA–LU)**

SAFETEA-LU was signed into law on August 10, 2005 and authorized a total of $52.6 billion in guaranteed funding for Federal transit programs for FY 2005 through FY 2009. SAFETEA-LU was structured to increase investments in public transit through common sense transit solutions. The law expired September 30, 2009 and remained in effect under a series of continuing resolutions until its final expiration on September 30, 2012. Funding and programs authorized under SAFETEA-LU will continue to be administered through their programmatic life.

**Department of Homeland Security Transit Security Grant Program (TSGP)**

The Transit Security Grant Program continues to be an important funding source for Bi-State Development. These funds provide for the critical hardening of Bi-State Development's assets by enhancing various security measures as well as providing funding to support front-line employee training and bus and rail response and recovery drills to address potential terrorist threats. The capital budget includes projects and planned applications throughout the FY 2026 – FY 2028 period.

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## State Funding

### Illinois Department of Transportation (IDOT)

Funding to support capital projects will be sought through IDOT as available.

### Missouri Department of Transportation (MoDOT)

Funding to support capital projects will be sought through MoDOT as available.

## Local and Other Funding

### Missouri Local Sales Tax Funds

Bi-State Development uses a combination of 1/2 cent and 1/4 cent local sales tax capital funds generated by St. Louis City and County as the local match to Federal funding for bus and non-bus capital projects located in the City and County. Currently, 98% of the 1/2 cent sales tax receipts will be used for operating purposes for FY 2026 - FY2028.

Funds generated by the 1/4 cent sales tax approved as “Proposition M” in August 1994 are applied first to cover debt service requirements of the Cross County bond issuance. After covering debt service requirements, a portion of the remaining funds may be used as the local match to fund specified capital projects located in Missouri as approved by St. Louis City and County.

Proposition A was authorized through a referendum passed in St. Louis County on April 6, 2010. Proposition A provides an additional 1/2 cent sales tax to fund public transit capital and operating needs for the St. Louis region. Prop A’s passage in the County also triggered a 1/4 cent sales tax in the City of St. Louis that voters there approved in 1997.

### St. Clair County (Illinois) Transit District

Funding to support capital projects affecting Illinois will be sought through the St. Clair County Transit District as available.

### Other Financing

Other financing is made up of operating dollars used to match capital projects such as preventive maintenance of vehicles and facilities. From time to time, funding is also identified from sources other than local sales taxes.

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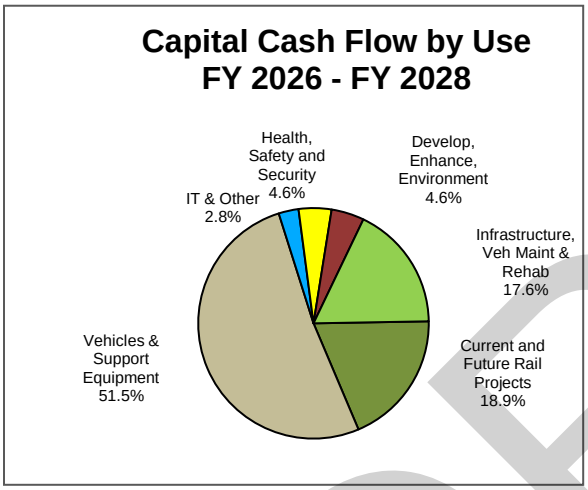
## Metro Transit

# Capital Expenditure Assumptions
# FY 2026 – FY 2028

## Capital Expenditures

The capital expenditure program for FY 2026 – FY 2028 encompasses a wide range of initiatives over the next three years meeting Bi-State Development's (BSD) major capital projects and priorities and incorporates the federal program changes reflected in the current transportation law Infrastructure Investment and Jobs Act (IIJA).

A capital project is defined as costing more than $5,000 and having a useful life of more than one year. Total capital expenditures planned for FY 2026 is $829.8 million. Total capital expenditures planned for the three-year capital program is $1.02 billion. The FY 2026 – FY 2028 capital expenditure program includes both recurring and non-recurring capital expenditures. The recurring capital expenditures are those that are included in almost every budget and will have no significant impact on the operating budget. These recurring investments include bus and paratransit revenue rolling stock vehicle replacements; hardware and software upgrades to support advances in technology; and preventive maintenance along the MetroLink Right-of-Way and at MetroBus stations. Federal Formula funds will be allocated to the vehicle maintenance program throughout this capital budget period.




Under the previous transportation law, Fixing America's Surface Transportation Act (FAST Act), the requirement to set aside one percent of Section 5307 Formula funds for associated transit improvements to enhance MetroBus and MetroLink facilities as a part of BSD's recurring capital activities has been repealed. However, carryover funding approved from prior transportation laws under SAFETEA-LU and MAP-21, are included in the FY 2026 – FY 2028 capital expenditure program to support transit improvements throughout the system. To support future transit enhancements, other capital funds will be designated for the Arts in Transit Program as directed by Board policy.

In July 2016, the Federal Transit Administration (FTA) issued a final rule requiring FTA grantees to develop management plans for their public transportation assets,

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including vehicles, facilities, equipment, and other infrastructure. The Transit Asset Management (TAM) final rule requires transit agencies to develop a strategic approach to maintain and improve their capital assets. The FY 2026 - FY 2028 capital and operating budgets contain several funding strategies to ensure Bi-State Development achieves and maintains a state of good repair status for all its assets.

The three-year capital budget assumes approximately $191.4 million for MetroLink infrastructure projects, $46.3 million for new development and environmental enhancements, $46.8 million for safety and security enhancements, and $28.7 million for information technology improvements. Vehicles and supporting equipment needs assume $522.7 million; infrastructure and vehicle maintenance needs assume $179.2 million.

Peripheral equipment is planned to improve operating efficiencies, customer enhancements and support “smart bus” technology which includes automatic passenger counters, an automatic vehicle location system, closed circuit television (CFCTV) systems and fare collection program modernization. These improvements will meet regional intelligent transportation system architecture requirements.

Security program investments will be accomplished through this capital program period including additional cameras and digital recording devices on light rail vehicles, buses and paratransit vehicles and in various MetroLink tunnels and bridges. In addition, various security enhancements will be implemented at bus and light rail facilities including installation of upgraded public address systems and CCTVs.

Investments at MetroLink stations and bus stops throughout the transit service area will create a more comfortable customer environment, improve the state of repair of customer-facing facilities, and address the American with Disabilities Act (ADA) requirements. ADA improvements include the upgrade of tactile warning strips at various MetroLink stations as well as continuing to improve access to bus stops and the installation of passenger shelters and benches at various bus stop locations throughout the system.

Technology investments in hardware and software are planned throughout the system over the next three years that will support Bi-State Development’s premiere transit operations. A new operating and capital budgeting system and a new enterprise asset management (EAM) system were implemented in FY 2020. The notable benefits of the implementation of these systems include more efficient budget planning, streamlined reporting, and increased asset visibility.

Major facility improvements planned over the next three years include the replacement of 15-20 year old major components such as heating, ventilation and air conditioning systems, elevators, escalators, electrical systems and doors. In addition, MetroLink infrastructure projects over the next three years include bridge and tunnel repairs, surface and alignment of the mainline track, substations and catenary insulators. All planned projects for the FY 2026 – FY 2028 capital budget are in support of the Federal Transit Administration’s Transit Asset Management and State of Good Repair practices.

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## Non-Routine Capital Expenditures

There are a number of non-recurring capital expenditures planned in the FY 2026 – FY 2028 capital budget. These non-recurring expenditures are intended to address an immediate capital need within the Metro transit system and may impact the operating budget after initial capitalization. Design and construction work for rehabilitation and repair of various structures along the alignment are planned to keep the system in good repair. Passenger amenity, technology and revenue vehicle replacement projects are budgeted to increase customer satisfaction.

Bi-State Development continues to upgrade its interoperable communications system to be compliant with FCC regulations and to enable communications with first responders within the region.

Bi-State Development is continuing its commitment to create a more environmentally and economically sustainable transit system through investments in energy efficient lighting and equipment, and alternative propulsion systems. Metro's battery electric bus program is continuing through this capital budget cycle, with plans to purchase additional battery electric buses and necessary infrastructure for charging stations. Additional revenue vehicle replacements include battery electric technology based in part on the success of Metro's pilot programs.

During the FY 2026 – FY 2028 capital program period, $48 million will be allocated to the vehicle maintenance program through Federal Formula funds. A total of $16 million in Federal Formula funds annually will be allocated to the program for FY 2026 - FY 2028.

Under the IIJA, funding for the State of Good Repair Program which supports maintenance, replacement and rehabilitation of light rail infrastructure, facilities and equipment continues to be authorized. During the FY 2026 - FY 2028 capital investment program, projects will be administered and funds expended under the State of Good Repair Program as well as the previously authorized Fixed Guideway Modernization Program. A combined total of $216.9 million in Federal State of Good Repair and Fixed Guideway funds projects are planned over FY 2026 - FY 2028 to support light rail facility and right-of-way improvements throughout the system, as well as rehabilitation and replacement of aged revenue and non-revenue equipment. As a part of Bi-State Development's overall state of good repair efforts, Bi-State Development continues to develop its transit asset management program which will further establish standards for the state of good repair of transportation infrastructure and vehicles and to develop a transit asset management database to more efficiently manage all assets.

The three-year capital budget of $1.02 billion addresses all major elements of Bi-State Development's Metro transit system improvements. The project types for the work included in the budget are broken out as follows:

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**Project Type Summary**

| Item | | Amount |
|---|---|---|
| Miscellaneous MetroLink Alignment Projects | $ | 61,700,000 |
| Vehicle Equipment | $ | 24,800,000 |
| MetroLink Station Projects | $ | 35,000,000 |
| MetroLink Structures Projects | $ | 128,300,000 |
| IT and Software Projects | $ | 28,700,000 |
| Bus Stop and Parking Lot Projects | $ | 21,600,000 |
| Rail Facilities Projects | $ | 15,600,000 |
| Bus Facilities Projects | $ | 44,500,000 |
| Transit Facilities Projects | $ | 3,400,000 |
| Buses, Vans, and other Non-Rev Vehicles Purchases | $ | 194,200,000 |
| Preventive Maintenance and Other Administrative | $ | 60,000,000 |
| Secure Platform and Fare Collection | $ | 76,300,000 |
| LRV Purchases | $ | 291,600,000 |
| Support Equipment | $ | 29,300,000 |
| | **$** | **1,015,000,000** |

Funding for all programs will be derived from Federal Formula, Fixed Guideway, State of Good Repair, Bus and Bus Facility Formula, Bus and Bus Facility Discretionary, Surface Transportation Program, Job Access and Reverse Commute, Homeland Security, Congestion Mitigation & Air Quality, New Freedom, Enhanced Mobility of Seniors and Individuals with Disabilities and other sources of discretionary funding appropriately matched by local sources of funding. This plan is progressive and when effectively implemented will ensure that Bi-State Development is on target to meet the needs of the community.

## Non-Routine Capital Grant Administration Agreements

The New Freedom program was introduced in SAFETEA-LU as a formula program. Under MAP-21 the program was eliminated and the activities are now incorporated as eligible activities in a new formula program known as the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. The IIJA continues the funding authorization for the Enhanced Mobility of Seniors and Individuals with Disabilities over the five year authorization and is planned during the FY 2026 – FY 2028 program period.

The East-West Gateway Council of Governments (EWGCOG) was identified as the designated recipient for New Freedom funds through SAFETEA-LU. Through a Memorandum of Understanding (MOU), Bi-State Development administers sub-recipient awards and agreements for any projects that were selected through a competitive application process for these programs. Under MAP-21, the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities responsibilities were assigned to co-designated recipients including Bi-State Development, East-West Gateway Council of

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Governments, Missouri Department of Transportation (MoDOT) and Illinois Department of Transportation (IDOT). Bi-State Development will manage sub-recipient awards and agreements for the "New Freedom" type projects; the State DOTs will manage the "traditional" 5310 program activities; and EWGCOG will administer the application process and the development of the Coordinated Human Services Transportation Plan.

The IIJA continues the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funding program. It is expected that the co-designated recipients and their assigned responsibilities previously established under the prior authorization will be maintained and that funding will be administered as identified under the current MOU.

Bi-State Development will continue to administer funds remaining under the Fast Act and MAP-21 authorizations through the FY 2026 – FY 2028 program period. New funding appropriated under the IIJA will also be administered through this program period.

While Bi-State Development is responsible for the administration of the grants and the reimbursement of expenditures generated by these partner agencies, Bi-State Development is not a direct recipient of these funds. Therefore, these projects and funds are not included in Bi-State Development's capital improvement program. Bi-State Development serves as administrator for the following sub-recipients:

**FAST Act Funded Projects**
**Section 5310 New Freedom Type Projects**

| **Sub-recipient** | | **Amount** |
|---|---|---|
| City of Florissant | $ | 95,159 |
| Disability Resource Association | $ | 383,428 |
| Independence Center | $ | 204,577 |
| ITN St. Charles | $ | 41,094 |
| ITN St. Charles | $ | 177,918 |
| ITN Gateway St Louis | $ | 41,094 |
| ITN Gateway St. Louis | $ | 95,773 |
| Northside Youth and Senior Services | $ | 98,539 |
| OATS – Jeffco Express | $ | 168,390 |
| OATS – Covid Relief | $ | 50,000 |
| OATS – Department of Mental Health | $ | 150,000 |
| Society for the Blind & Visually Impaired | $ | 83,740 |
| Southside Senior Citizens Center | $ | 286,185 |
| Total Sub-recipient Grant Administration Agreements | **$** | **1,875,897** |

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# Impact of Capital Improvements on Operating Budget

Included in the capital budget is a three-year program designed to build, maintain or replace Bi-State Development's core infrastructure critical to the operation of the system. The effect of these projects on the operating budget is as varied as the projects. The capital budget provides the funding to implement necessary improvements and upgrades to the system infrastructure as well as various expenditures for asset replacements that occur on an infrequent basis and have an expected long term useful life. The operating budget provides the funding to support everyday maintenance and resources necessary to support those maintenance efforts. This section addresses the expected operating budget impact of significant, current active capital projects or those planned to begin during the FY 2026 – FY 2028 capital program period and that directly affect the FY 2026 operating budget period.

## Current and Future Rail Projects

Track, catenary, alignment, bridge, tunnel and maintenance projects generally have the effect of stabilizing maintenance activity in the operating budget by avoiding expense peaks and valleys. The FY 2026 – FY 2028 capital budget plans for $128,000,000 in structural repairs along the alignment, with the key focus on tunnels (Union Station Tunnel - $56M) and retaining walls. A significant investment is also being made to the CCTV and train control systems in anticipation of the MetroLink extension to the MidAmerica St. Louis Airport and the Secure Platform project.

Additional light rail bridge and other structure upgrades are planned through the FY 2026 – FY 2028 capital period to bring a number of infrastructures and facilities back to a state of good repair.

## Vehicles and Supporting Equipment

Timely replacement of vehicles that have met their useful life will ensure that operating expenses remain stable. Revenue vehicles, non-revenue vehicles and paratransit vans currently are budgeted yearly based on the vehicle replacement plans. Light Rail Vehicle (LRV) replacement has a significant impact on the capital budget and the Agency has spent the last several years reserving funds for the first phase of LRV replacement to begin the procurement and assembly of the first order of LRVs. The Agency was awarded a discretionary grant in the amount $196M for the purchase of new LRVs and the LRV contract was awarded. These new LRVs will significantly reduce the annual operating costs through reduced maintenance.

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A multi-year radio system replacement project is underway with design and planning of optimal sites for location of new radio towers being planned. This project is the result of FCC regulations requiring changes in technology and operating frequency. The radio system upgrade will incorporate automatic vehicle location (AVL) technology. The addition of AVL should result in operating savings of more than $500,000 annually. If the radio project were not undertaken, the operational issues that would result from losing operating radio frequency would be unacceptable.

## Transit Development - Facility, Centers, Stations, Parking Lots, Loops, Other

Metro is committed to delivering an excellent customer experience through reliable, efficient service and safe, attractive and clean vehicles and facilities. Metro has made considerable investments in passenger facilities in recent years. In the current capital budget cycle, Metro is focusing considerable effort to improve the condition of existing transit facilities and assets. Capital projects included in this budget will improve several original MetroLink stations, introducing crime prevention through environmental design (CPTED), upgraded lighting, stairs, and passenger waiting areas, and use art and design to create unique spaces that are evocative of Metro Transit and the communities we serve. Many stations not scheduled for redesign will receive upgrades and repairs including parking lot resurfacing, new concrete at platform and passenger areas, new electrical systems, lighting and signage. These facilities impact Metro's operating budget by adding costs for cleaning, utilities, maintenance programs and the personnel resources necessary to sustain Metro's tremendous inventory of transit assets in a state of good repair.

## Information Technology Improvements

Investments to improve Customer Service Information and Operations Management are planned over the three-year period. Additional technology upgrades will include a number of enhancements to the systems that will improve our customer relations and system management efforts without increasing manpower costs.

## Long Range Capital and Operating Budget Impacts

St. Clair County Transit District is currently constructing a light rail extension to the MidAmerica St. Louis Airport, which will require increased local operating support. Metro is also working with partners across the region to explore opportunities for transit investment within the Northside-Southside (NSSS) and other important corridors, with preliminary design efforts are underway for the Green LIne rail alignment. Any significant expansion of fixed-guideway transit would require federal capital support and increased local capital and operating support. In 2021, Metro began introducing alternative mobility solutions, including microtransit. It is too soon to estimate the impact of this new service paradigm on Metro's capital budget; however, if Metro adopts microtransit or similar service at a wide scale, Metro's revenue vehicle requirements may diminish some over time.

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## Metro Transit

# Federal Programming Needs
# FY 2026 – FY 2028

To meet the goals identified in the capital budget, adequate federal funding must be secured to support capital programs for the planned three-year fiscal period. Any delay or reduction in federal, state or local funding will necessitate modifications to the capital improvements contained in this capital program.

The Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law, is a five year bill signed into law by President Biden on November 15, 2021. The IIJA Act became effective on October 1, 2022. The new transportation law authorizes transit programs for FY 2022 – FY 2026, through September 30, 2026. The IIJA Act provides steady and predictable funding over the next five years and authorizes up to $108 billion for public transportation. The IIJA Act also targets funding increases towards improving state of good repair and the bus program.

Programs authorized under the IIJA will continue to address several important goals facing the transportation system today, which includes improving safety, ensuring the state of good repair of the system and focusing on performance and program efficiency. It emphasizes rehabilitation and replacement of aged infrastructure by furthering the asset management requirements and performance-based planning requirements established under the previous transportation law Fixing America's Surface Transportation Act (FAST Act)

Projects identified in Bi-State Development's FY 2026 – FY 2028 capital plan seek to meet the requirements detailed in the FAST Act authorization and guidance. Planned replacement of rolling stock, including buses and paratransit vehicles that meet EPA clean air standards and are equipped with ADA compliant lifts and equipment will ensure the safety and security of our traveling customers throughout the region. Bi-State Development's planned projects to rehabilitate rail right-of-way, tunnels and bridges will ensure the state of good repair of our light rail system. Federal funding to support these significant capital upgrades are planned from Urbanized Area Formula, State of Good Repair and Bus & Bus Facility formula funds as well as discretionary sources including, but not limited to, Bus and Bus Facility, Congestion Mitigation & Air Quality and Surface Transportation Program funds.

Bi-State Development is continuing its efforts to meet the goals of the Long Range Transit plan by conducting planning studies that would result in the expansion of high-capacity transit across the St. Louis region. Under the IIJA, Bi-State Development may seek funding under the Capital Investments Grant program, which supports capital transit projects, including new and expanded light rail and bus rapid transit.

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# Metro Transit
# Sources of Funds FY 2026 - FY 2028

| Sources of Funds | FY2026 | FY2027 | FY2028 | TOTAL |
|---|---|---|---|---|
| Federal Formula Funds - New | $ 252,622,447 | $ 46,274,940 | $ 43,123,140 | $ 342,020,527 |
| Federal Formula Funds - Carryover | $ 122,700,923 | $ - | $ - | $ 122,700,923 |
| Fixed Guideway Funds - Carryover | $ 1,992,427 | $ - | $ - | $ 1,992,427 |
| State of Good Repair - New | $ 28,373,864 | $ 26,544,210 | $ 28,955,208 | $ 83,873,282 |
| State of Good Repair - Carryover | $ 89,683,633 | $ - | $ - | $ 89,683,633 |
| Bus and Bus Facility - New | $ 9,440,804 | $ - | $ 3,151,584 | $ 12,592,388 |
| Bus and Bus Facility - Carryover | $ 15,990,583 | $ - | $ - | $ 15,990,583 |
| Approved Federal Discretionary Funds | $ 123,545,507 | $ - | $ - | $ 123,545,507 |
| Missouri Local Match | $ 122,063,742 | $ 10,358,151 | $ 11,303,333 | $ 143,725,226 |
| St. Clair County Transit District Funds | $ 31,361,653 | $ 3,965,287 | $ 3,576,227 | $ 38,903,167 |
| Other Financing | $ 32,000,651 | $ 4,000,000 | $ 4,000,000 | $ 40,000,651 |
| **Grand Total** | **$ 829,776,234** | **$ 91,142,588** | **$ 94,109,492** | **$ 1,015,028,313** |

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# Metro Transit
# Capital Programs and Project FY 2026

| | | |
|---|---|---|
| **Current and Future Rail Projects** | | |
| Track, Catenary, Alignment, Bridge, Tunnel, and Maintenance Projects | $ | 135,735,993 |
| | **$** | **135,735,993** |
| **Vehicles and Supporting Equipment** | | |
| Peripheral Equipment | $ | 32,512,409 |
| Peripheral Support | $ | 3,810,797 |
| Revenue Vehicles | $ | 428,060,645 |
| Support Vehicles | $ | 22,557,927 |
| | **$** | **486,941,778** |
| **New Development, Enhancement, Environmental Projects** | | |
| Enhancement Projects | $ | 3,811,376 |
| Transit Development-Facility, Centers, Stations, Parking Lots, Loops, Other | $ | 26,520,828 |
| | **$** | **30,332,204** |
| **Information Technology Improvements** | | |
| Hardware and Software Data Systems | $ | 25,540,991 |
| | **$** | **25,540,991** |
| **Infrastructure, Vehicle Maintenance and Rehab Programs** | | |
| Existing Facilities - Maintenance and Rehab | $ | 56,953,114 |
| Maintenance Equipment - Fleet, Warehouse, Facilities, Storeroom | $ | 9,926,454 |
| Preventative Maintenance | $ | 20,000,000 |
| Vehicle Maintenance, Rehab, Overhaul Programs | $ | 17,898,333 |
| | **$** | **104,777,902** |
| **Health, Safety, and Security** | | |
| Health, Safety and Security Projects | $ | 46,447,366 |
| | **$** | **46,447,366** |
| **Grand Total** | **$** | **829,776,234** |

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# Metro Transit
# Capital Programs and Projects FY 2026 - FY 2028

| | | |
|---|---|---|
| **Current and Future Rail Projects** | | |
| Track, Catenary, Alignment, Bridge, Tunnel, and Maintenance Projects | $ | 191,406,072 |
| | **$** | **191,406,072** |
| **Vehicles and Supporting Equipment** | | |
| Peripheral Equipment | $ | 33,112,409 |
| Peripheral Support | $ | 3,810,797 |
| Revenue Vehicles | $ | 456,898,670 |
| Support Vehicles | $ | 28,907,927 |
| | **$** | **522,729,803** |
| **New Development, Enhancement, Environmental Projects** | | |
| Enhancement Projects | $ | 4,311,376 |
| Transit Development-Facility, Centers, Stations, Parking Lots, Loops, Other | $ | 41,966,288 |
| | **$** | **46,277,664** |
| **Information Technology Improvements** | | |
| Hardware and Software Data Systems | $ | 28,665,191 |
| | **$** | **28,665,191** |
| **Infrastructure, Vehicle Maintenance and Rehab Programs** | | |
| Existing Facilities - Maintenance and Rehab | $ | 83,507,112 |
| Maintenance Equipment - Fleet, Warehouse, Facilities, Storeroom | $ | 13,224,334 |
| Preventative Maintenance | $ | 60,000,000 |
| Vehicle Maintenance, Rehab, Overhaul Programs | $ | 22,420,771 |
| | **$** | **179,152,218** |
| **Health, Safety, and Security** | | |
| Health, Safety and Security Projects | $ | 46,797,366 |
| | **$** | **46,797,366** |
| **Grand Total** | **$** | **1,015,028,313** |

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## Metro Transit
## Capital Cash Flow Summary FY 2026 - FY 2028

| Uses of Funds | FY2026 | FY2027 | FY2028 | TOTAL |
|---|---|---|---|---|
| Track, Catenary, Alignment, Bridge, Tunnel, and Maintenance Projects | $ 135,735,993 | $ 20,820,114 | $ 34,849,965 | $ 191,406,072 |
| Peripheral Equipment | $ 32,512,409 | $ - | $ 600,000 | $ 33,112,409 |
| Peripheral Support | $ 3,810,797 | $ - | $ - | $ 3,810,797 |
| Revenue Vehicles | $ 428,060,645 | $ 14,398,545 | $ 14,439,480 | $ 456,898,670 |
| Support Vehicles | $ 22,557,927 | $ 3,000,000 | $ 3,350,000 | $ 28,907,927 |
| Enhancement Projects | $ 3,811,376 | $ 500,000 | $ - | $ 4,311,376 |
| Transit Development-Facility, Centers, Stations, Parking Lots, Loops, Other | $ 26,520,828 | $ 10,726,110 | $ 4,719,350 | $ 41,966,288 |
| Hardware and Software Data Systems | $ 25,540,991 | $ 1,529,200 | $ 1,595,000 | $ 28,665,191 |
| Existing Facilities - Maintenance and Rehab | $ 56,953,114 | $ 12,171,076 | $ 14,382,922 | $ 83,507,112 |
| Preventative Maintenance | $ 20,000,000 | $ 20,000,000 | $ 20,000,000 | $ 60,000,000 |
| Maintenance Equipment - Fleet, Warehouse, Facilities, Storeroom | $ 9,926,454 | $ 3,125,105 | $ 172,775 | $ 13,224,334 |
| Vehicle Maintenance, Rehab, Overhaul Programs | $ 17,898,333 | $ 4,522,438 | $ - | $ 22,420,771 |
| Health Safety and Security Projects | $ 46,447,366 | $ 350,000 | $ - | $ 46,797,366 |
| **Grand Total** | **$ 829,776,234** | **$ 91,142,588** | **$ 94,109,492** | **$ 1,015,028,313** |

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## Riverboats At The Gateway Arch
## FY 2026 - 2028 Capital Projects Summary

| Sources of Funds: | FY2026 | FY2027 | FY2028 | Total |
|---|---|---|---|---|
| Riverboat Revenue | $ 250,000.00 | $ 150,000.00 | $ 450,000.00 | $ 850,000.00 |
| **Total Sources of Funds** | **$ 250,000.00** | **$ 150,000.00** | **$ 450,000.00** | **$ 850,000.00** |
| **Uses of Funds:** | | | | |
| Tom Sawyer Drydock | $ - | $ - | $ 450,000.00 | $ 450,000.00 |
| Facility Modernization | $ 250,000.00 | $ - | $ - | $ 250,000.00 |
| North Ramp Replacement | | $ 150,000.00 | | $ 150,000.00 |
| **Total Uses of Funds** | **$ 250,000.00** | **$ 150,000.00** | **$ 450,000.00** | **$ 850,000.00** |

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# St. Louis Downtown Airport
# FY 2026 - 2028 Capital Projects Summary

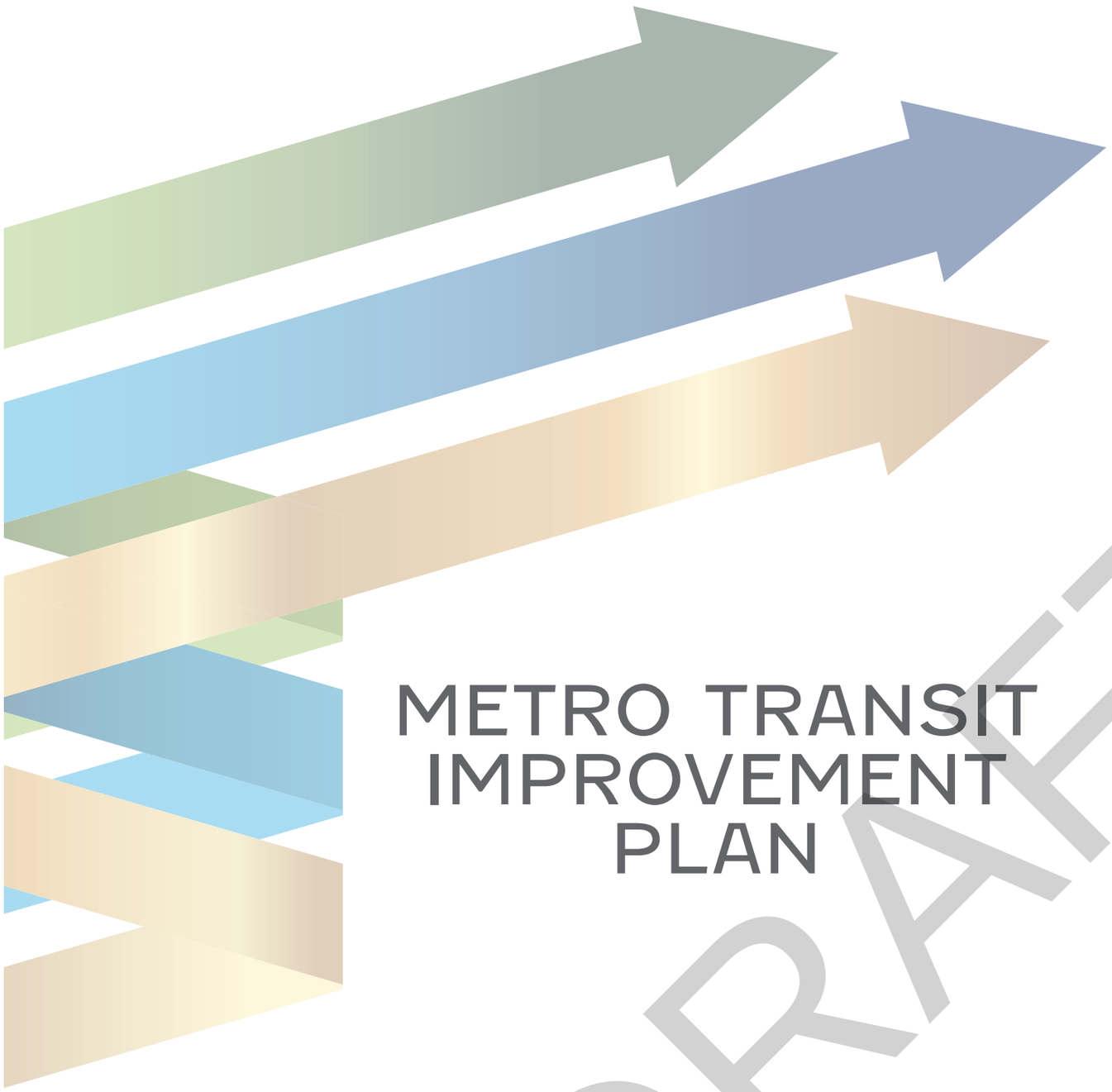
## Sources of Funds:

| | FY 2026 | FY 2027 | FY 2028 | Total |
|---|---|---|---|---|
| Federal Grants | $ 15,170,000 | $ 9,900,000 | $4,500,000 | $ 29,570,000 |
| State and Local | $ 795,000 | $ 1,450,000 | $ 75,000 | $ 2,320,000 |
| Airport & Other Funds | $ 1,935,000 | $ 650,000 | $ 75,000 | $ 2,660,000 |
| **Total Sources of Funds** | **$ 17,900,000** | **$ 12,000,000** | **$4,650,000** | **$ 34,550,000** |

## Uses of Funds:

| | Projects by Year | | | |
|---|---|---|---|---|
| | FY 2026 | FY 2027 | FY 2028 | Total |
| **Construction:** | | | | |
| Reconstruct Taxiway B, Phase 4: Center | $ 5,000,000 | | | $ 5,000,000 |
| Reconstruct Taxiway B, Phase 5 | $ 7,000,000 | | | $ 7,000,000 |
| Rehabilitate Hangar Taxilane Pavements | | $ 1,000,000 | | $ 1,000,000 |
| Reconstruct Taxiway B: Phase 6 | | $ 5,000,000 | | $ 5,000,000 |
| Reconstruct Taxiway B, Phase 7 | | | $5,000,000 | $ 5,000,000 |
| **Equipment and Facilities Replacements:** | | | | |
| Terminal: Reconstruction | $ 4,500,000 | | | $ 4,500,000 |
| T-Hangar Replacement | $ 1,400,000 | | | $ 1,400,000 |
| **Land and Land Improvements:** | | | | |
| Taxiway Bravo Relocation Final Design | | | | $ - |
| Airport Layout Plan (ALP) | | | | $ - |
| **Total Use of Funds** | **$ 17,900,000** | **$ 6,000,000** | **$5,000,000** | **$ 28,900,000** |

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# METRO TRANSIT IMPROVEMENT PLAN

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METRO TRANSIT
IMPROVEMENT PLAN

# Transit Improvement Plan Assumptions

The three-year Transit Improvement Plan reflects known factors to estimate the financial position for BSD through 2028. We have experienced a slow return to ridership. The Secure Platform project and the next generation fare collection project will improve safety and collection of fares in the years to come. A strategic plan focused on safety and security, customer service, fiscal responsibility, and an improved company culture will improve the future of the organization.

## Operating Revenue

**Passenger revenue** for FY 2026 - FY 2028 is projected to slowly increase over the next two years.

**Paratransit contract** revenues are associated with Call-A-Ride operations. A 1% increase is projected.

**Other operating revenue** consists of some advertising on shelters and Metro Link stations, property rental, contracted maintenance for St. Clair ATS service, concessions, and miscellaneous other.

## Operating Expense

**Operating expenses adjusted** for newly budgeted projects expected to generate new revenue or funded by grants are projected to remain relatively flat for FY 2026 and be strictly managed to grow modestly towards FY 2028 at an average growth rate of 1.5%.

## Grants, Sales Tax, and Contractual Revenue

**Sales tax** receipts remain the vehicle of choice for funding public transportation in the St. Louis region. The importance of public transportation to the St. Louis metropolitan region has been recognized since 1973 with the passage of a ½ cent sales tax in both St. Louis County and City. To introduce light rail to the region and provide for further expansion a ¼ cent sales tax was passed in both St. Louis County and City in 1994. In 1997, the City of St. Louis passed an additional ¼ cent sales tax contingent upon a reciprocal tax in St. Louis County. In 2010, St. Louis County residents passed an additional ½ cent sales tax which allowed collection of both the 2010 ½ cent tax in the County and the 1997 ¼ cent sales tax within the city.

Each year, BSD requests an appropriation sufficient to fund capital improvement and replacements, debt service, and operational costs in excess of passenger revenue. Sales

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tax revenues are not growing at the rate of inflation. Projected annual growth in sales taxes between FY 2027- FY 2028 is budgeted to increase 1.5% for St. Louis City and County.

**State of Missouri revenue** for FY 2027 - FY 2028 is expected to increase and the East-West Gateway Council of Governments reimbursement will remain level over both years.

**St. Clair County revenue** for FY 2026 budget year will increase by 1.5%. St. Clair County Transit District contracts for and pays 100% of the fully allocated cost of service provided to them by BSD. Resources received by St. Clair Transit District to fund public transportation in their District include a 1981 ¼ cent sales tax, a 1993 ½ cent sales tax and Downstate Illinois Department of Transportation Funding. BSD is committed to control expenses and projects. St. Clair County is currently working to expand the MetroLink to MidAmerica St. Louis Airport.

**Federal vehicle maintenance (Federal Formula Funds)** is budgeted at $16 million for the period FY 2027 - FY 2028.

**Other non-capital projects** represent projects that are eligible to be funded with Federal monies but are technically an operating cost per United States Generally Accepted Accounting Principles. An example would be rail maintenance grinding which is a repair but costs millions of dollars.

## Non-Operating Revenue (Expense)

**Investment income** is dependent on the series of rate increases by the Federal Reserve.

**Interest expenses** includes annual principal payments on bond debt reduce the amount of interest expense related to bond debt annually.

## Deficit before Depreciation

**Net deficits** projected for FY 2026 are non-cash and represent annual unfunded GASB 45 and 68 reporting requirements related to items as OPEB obligations, pension, and amortization of discounts/premiums on debt. FY 2027 - FY 2028 may differ from these projections due to adverse economic conditions and unexpected expenditures.

The following pages include a three-year Statement of Revenue and Expenses and a three-year Statement of Grants, Sales Tax, and Contractual Revenue detail.

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# Metro Transit
# Transit Improvement Plan
# Three-Year Financial Summary

(in thousands)

| | FY 2026 Budget | FY 2027 Projection | FY 2027 Change | FY 2028 Projection | FY 2028 Change |
|---|---|---|---|---|---|
| **Operating Revenue:** | | | | | |
| Passenger Revenue | $ 19,519 | $ 19,909 | 2.0% | $ 20,307 | 2.0% |
| Paratransit Contract | $ 950 | $ 960 | 1.0% | $ 969 | 1.0% |
| Other transit operating revenue | $ 4,283 | $ 4,283 | 0.0% | $ 4,283 | 0.0% |
| **Total operating revenues** | **24,752** | **25,151** | **1.6%** | **25,559** | **1.6%** |
| | | | | | |
| **Non-Operating Revenue:** | | | | | |
| Total Grants & Assistance | $ 314,385 | $ 319,101 | 1.5% | $ 323,888 | 1.5% |
| Investment Income | $ 5,275 | $ 5,380 | 2.0% | $ 5,380 | 0.0% |
| Other misc. non-operating revenue | $ 750 | $ 750 | 0.0% | $ 750 | 0.0% |
| **Total non-operating revenues** | **320,410** | **325,231** | **1.5%** | **330,018** | **1.5%** |
| **Total revenues** | **345,161** | **350,383** | **1.5%** | **355,577** | **1.5%** |
| | | | | | |
| **Operating Expense:** | | | | | |
| Wages And Benefits | $ 214,488 | $ 217,705 | 1.5% | $ 220,971 | 1.5% |
| Services | $ 59,885 | $ 59,885 | 0.0% | $ 59,885 | 0.0% |
| Fuel & Lubrications | $ 32,607 | $ 32,607 | 0.0% | $ 32,607 | 0.0% |
| Other Expense | $ 26,582 | $ 26,582 | 0.0% | $ 26,582 | 0.0% |
| **Total operating expenses** | **333,561** | **336,779** | **1.0%** | **340,044** | **1.0%** |
| | | | | | |
| **Non-Operating Expense:** | | | | | |
| Interest on debt | $ 11,596 | $ 11,712 | 1.0% | $ 11,712 | 0.0% |
| Sheltered workshop | $ 2,440 | $ 2,440 | 0.0% | $ 2,440 | 0.0% |
| Other Non-Operating Expense | $ 1,057 | $ 1,057 | 0.0% | $ 1,057 | 0.0% |
| **Total non-operating expenses** | **15,093** | **15,209** | **0.8%** | **15,209** | **0.0%** |
| **Total expenses** | **348,655** | **351,988** | **1.0%** | **355,254** | **0.9%** |
| | | | | | |
| **Net income (deficit) before** | **(3,493)** | **(1,606)** | | **323** | **-120.1%** |
| Depreciation And Amortization | 62,381 | 62,381 | 0.0% | 62,381 | 0.0% |
| Net Transfers | - | 3,000 | 0.0% | 4,000 | 33.3% |
| **Net income (deficit)** | **$ (65,875)** | **$ (66,987)** | **1.7%** | **$ (66,058)** | **-1.4%** |

Totals may not sum due to rounding.

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**Metro Transit**
**Transit Improvement Plan**
**Three-Year Grants, Sales Tax & Contractual Revenue Detail**
(in thousands)

| | FY 2026 | FY 2027 | | FY 2028 | |
|---|---|---|---|---|---|
| | Budget | Projection | Change | Projection | Change |
| **Local & State:** | | | | | |
| **Missouri:** | | | | | |
| City of St. Louis 1/2 cent sales tax | $ 23,344 | $ 23,694 | 1.5% | $ 24,050 | 1.5% |
| City of St. Louis 1/4 cent sales tax | $ 10,238 | $ 10,392 | 1.5% | $ 10,548 | 1.5% |
| City of St. Louis Prop M2 sales tax | $ 8,443 | $ 8,570 | 1.5% | $ 8,698 | 1.5% |
| **Total City of St. Louis** | **42,025** | **42,656** | **1.5%** | **43,296** | **1.5%** |
| St. Louis County 1/2 cent sales tax | $ 45,805 | $ 46,492 | 1.5% | $ 47,190 | 1.5% |
| St. Louis County 1/4 cent sales tax | $ 38,793 | $ 39,375 | 1.5% | $ 39,965 | 1.5% |
| St. Louis County Prop A 1/2 cent sales tax | $ 96,951 | $ 98,405 | 1.5% | $ 99,881 | 1.5% |
| **Total St. Louis County** | **181,549** | **184,272** | **1.5%** | **187,036** | **1.5%** |
| State of Missouri | $ 5,001 | $ 5,101 | 2.0% | $ 5,203 | 2.0% |
| Other local match - MO | $ 2,149 | $ 2,191 | 2.0% | $ 2,235 | 2.0% |
| Planning & demonstration reimb.-EWGCOG | $ - | $ - | 0.0% | $ - | 0.0% |
| **Total Missouri local & state** | **230,724** | **234,221** | **1.5%** | **237,771** | **1.5%** |
| **Illinois:** | | | | | |
| St. Clair County | $ 64,248 | $ 65,212 | 1.5% | $ 66,190 | 1.5% |
| Local Match (IL) Non-Cap Projects | $ 42 | $ 42 | 1.5% | $ 43 | 1.5% |
| **Total Illinois local & state** | **64,290** | **65,254** | **1.5%** | **66,233** | **1.5%** |
| **Total local & state** | **295,014** | **299,475** | **1.5%** | **304,004** | **1.5%** |
| **Federal:** | | | | | |
| Vehicle maintenance | 16,000 | $ 16,000 | 0.0% | $ 16,000 | 0.0% |
| Non-capital projects | 3,371 | $ 3,626 | 7.6% | $ 3,884 | 7.1% |
| Other Federal | - | $ - | 0.0% | $ - | 0.0% |
| **Total Federal** | **19,371** | **19,626** | **1.3%** | **19,884** | **1.3%** |
| **Total grants, sales tax, & contractual revenue** | **$ 314,385** | **$ 319,101** | **1.5%** | **$ 323,888** | **1.5%** |

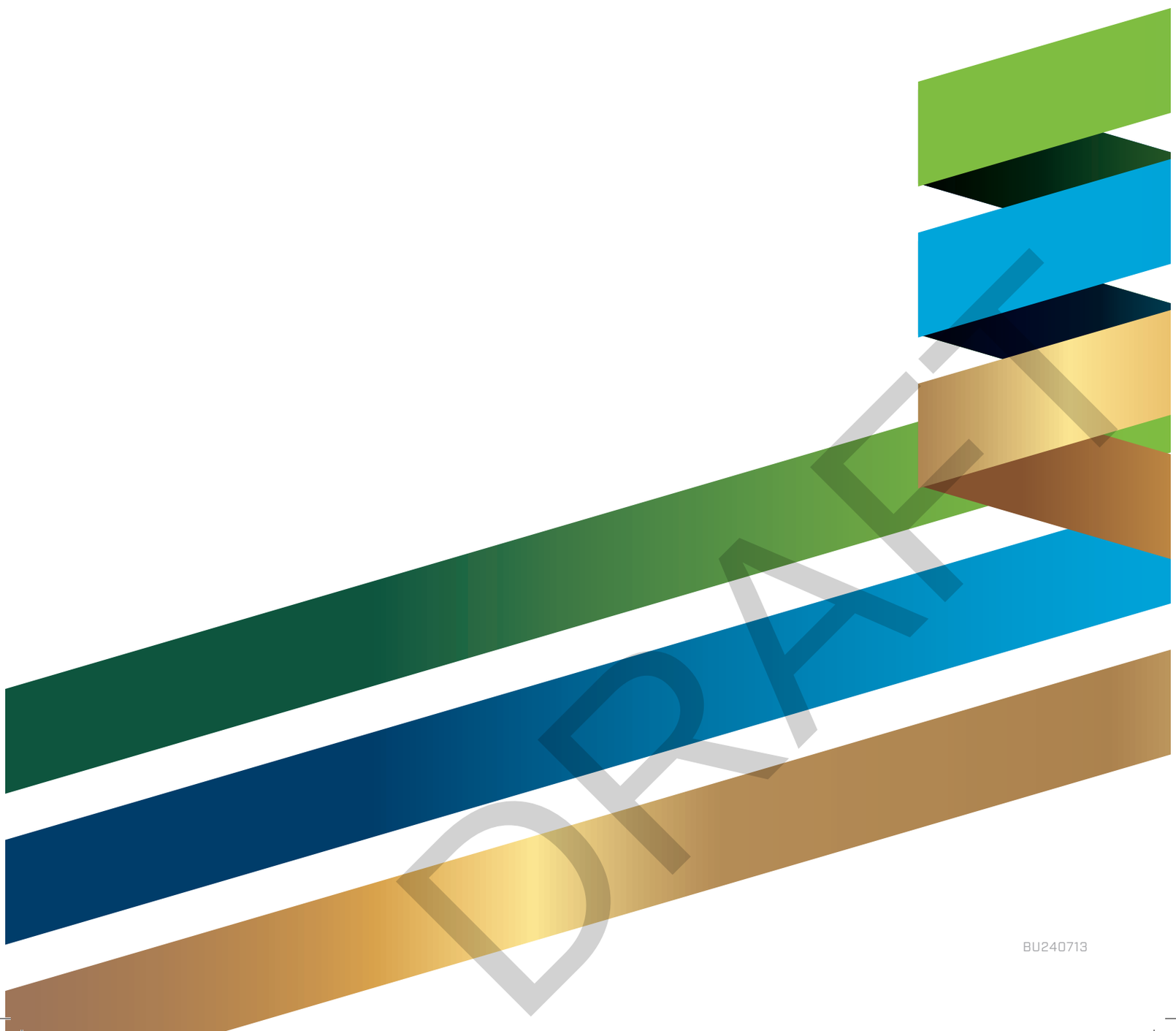
Totals may not sum due to rounding.

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One Metropolitan Square
211 North Broadway, Suite 700
St. Louis, MO 63102-2759

314.982.1400
Finance@BiStateDev.org



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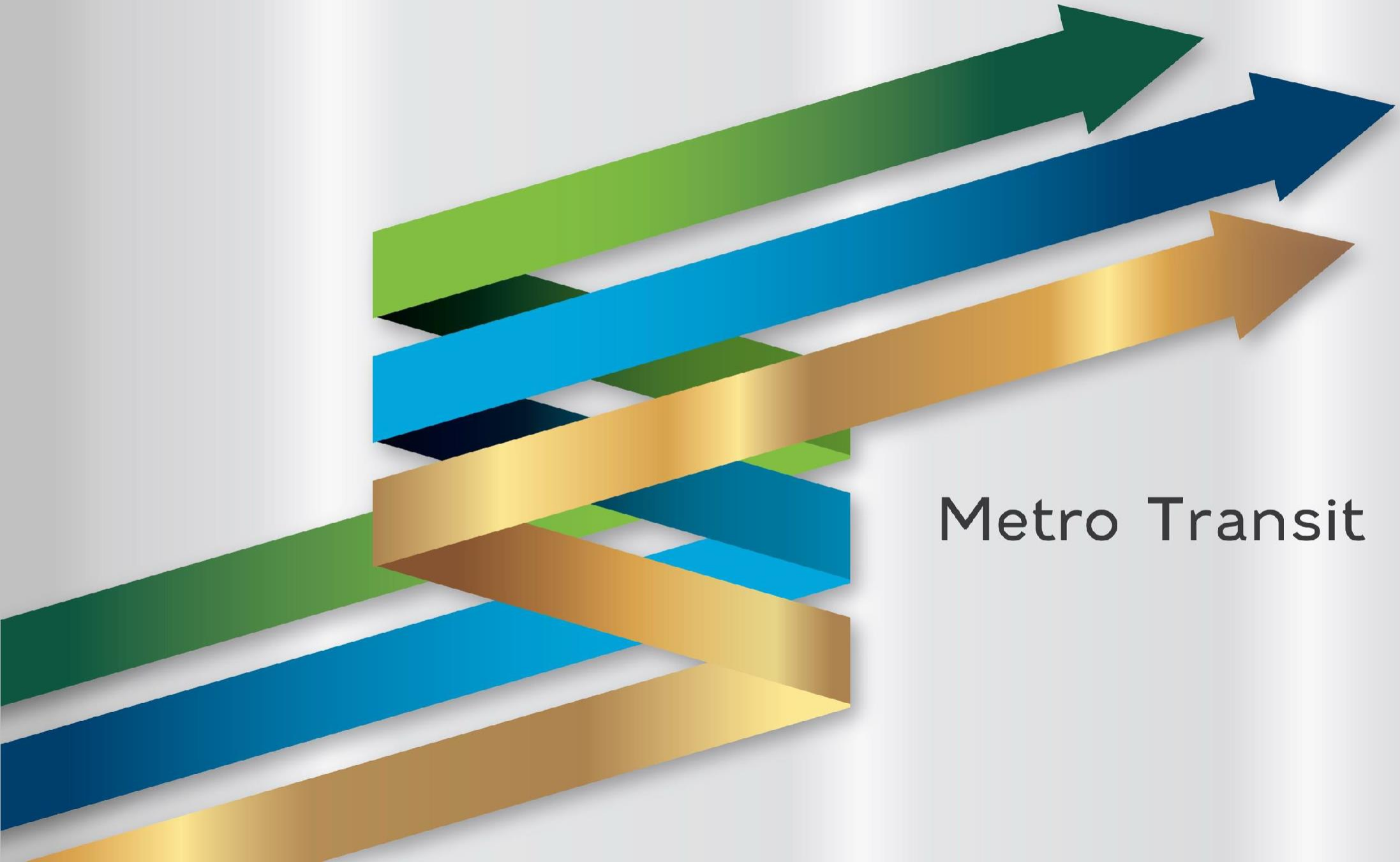
FY 2026



EXECUTIVE SUMMARY

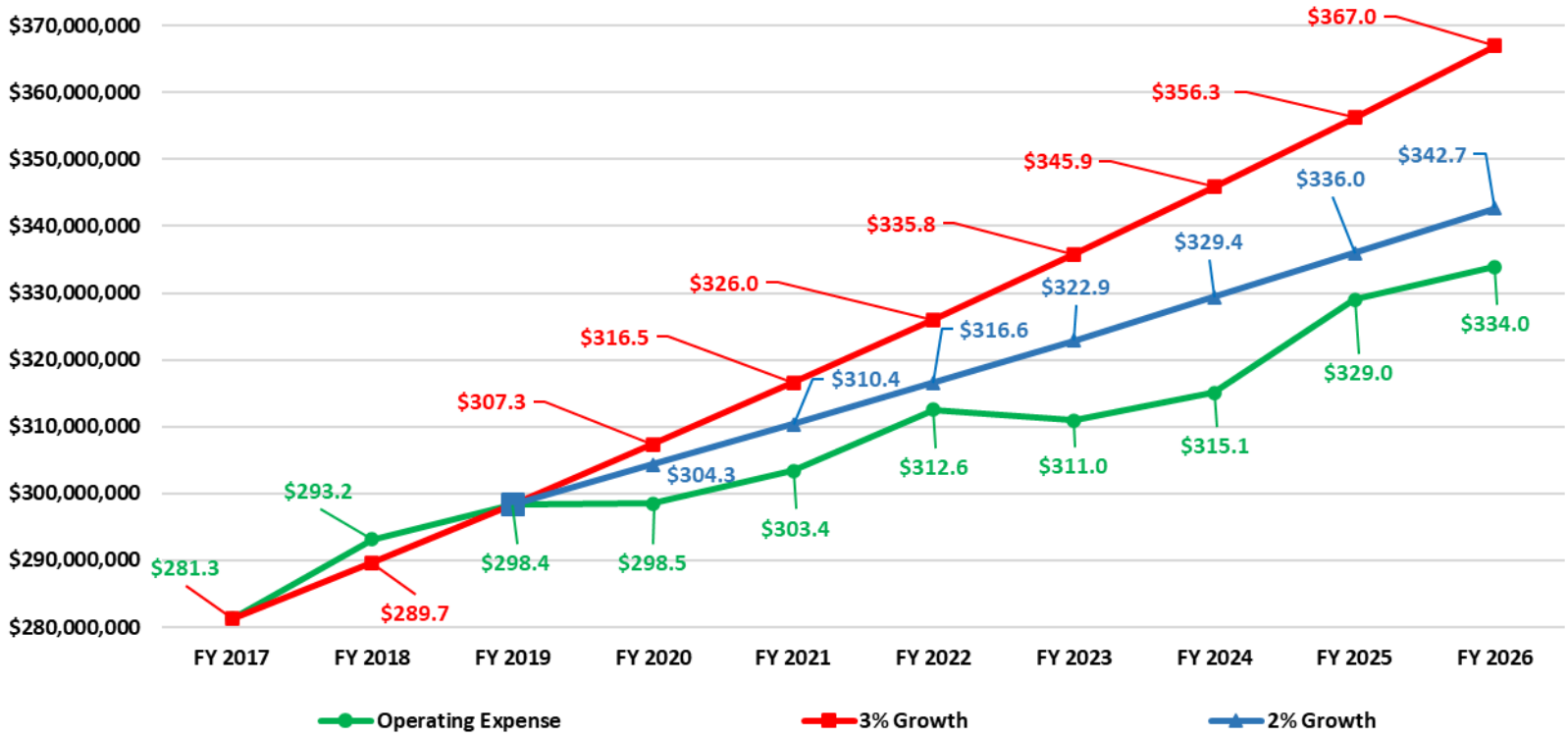
# Operating & Capital Budget

BI·STATE DEVELOPMENT



Metro Transit

# Fiscal Responsibility
# 7-Year Average Growth 1.64%

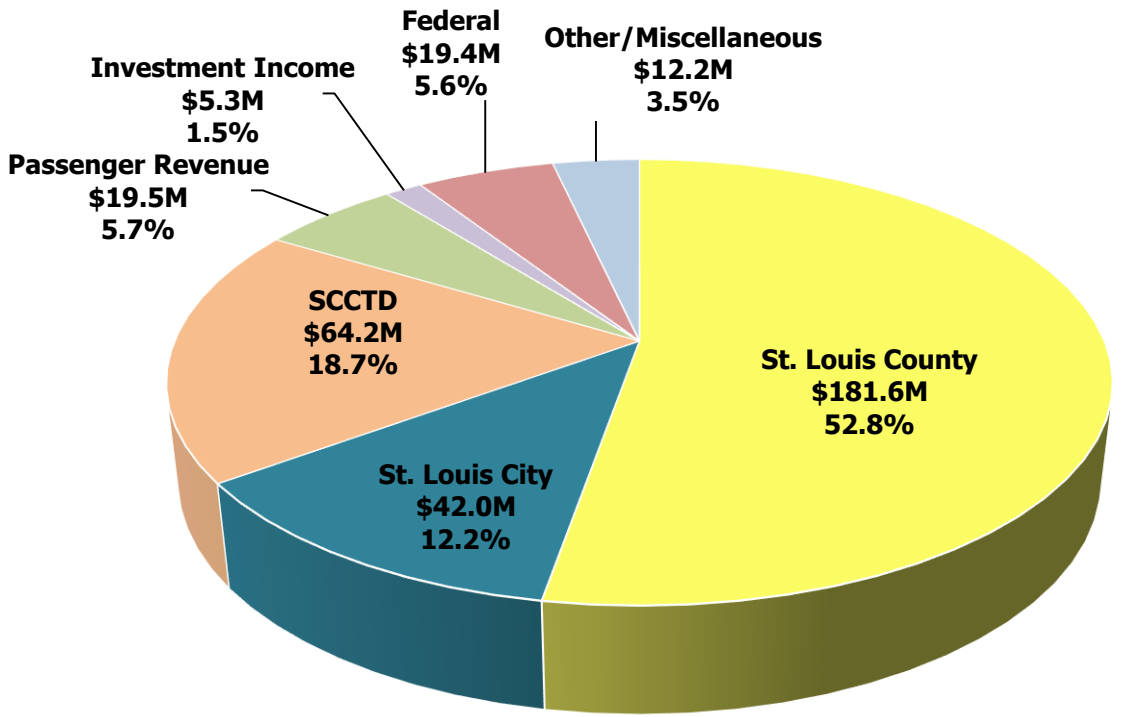


# Metro Transit – Statement of Activity

| | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|
| Revenue: | | | | |
| Passenger revenue | $ 21,859,446 | $ 19,518,676 | $ (2,340,770) | -10.7% |
| Grant, sales tax and contractual | 306,353,746 | 314,385,281 | 8,031,535 | 2.6% |
| Interest income | 15,560,625 | 5,274,500 | (10,286,125) | -66.1% |
| Other | 13,567,191 | 5,003,814 | (8,563,377) | -63.1% |
| | 357,341,008 | 344,182,271 | (13,158,737) | -3.7% |
| Expense: | | | | |
| Wages and benefits | 204,822,811 | 213,581,135 | 8,758,324 | 4.3% |
| Services | 58,163,170 | 61,193,198 | 3,030,028 | 5.2% |
| Fuel and lubrications | 11,293,198 | 10,363,351 | (929,847) | -8.2% |
| Parts and supplies | 24,568,888 | 22,242,328 | (2,326,560) | -9.5% |
| Casualty insurance | 11,275,455 | 9,718,433 | (1,557,022) | -13.8% |
| Utilities | 9,218,601 | 9,450,371 | 231,770 | 2.5% |
| Other operating expenses | 9,638,407 | 7,412,773 | (2,225,634) | -23.1% |
| **Total operating expenses** | **328,980,530** | **333,961,589** | **4,981,059** | **1.5%** |
| Interest expense | 19,282,864 | 11,903,600 | (7,379,264) | -38.3% |
| Other non-operating expense | 5,317,490 | 3,150,499 | (2,166,991) | -40.8% |
| **Net income (deficit) before depreciation and transfers** | **3,760,124** | **(4,833,417)** | **(8,593,541)** | -228.5% |
| Depreciation | 64,559,697 | 62,381,231 | (2,178,466) | -3.4% |
| Net transfers | 3,877,144 | - | (3,877,144) | -100.0% |
| **Net income (deficit)** | **$ (64,676,717)** | **$ (67,214,648)** | **$ (2,537,931)** | **3.9%** |

Numbers may not sum due to rounding.

# Funding $344.2M

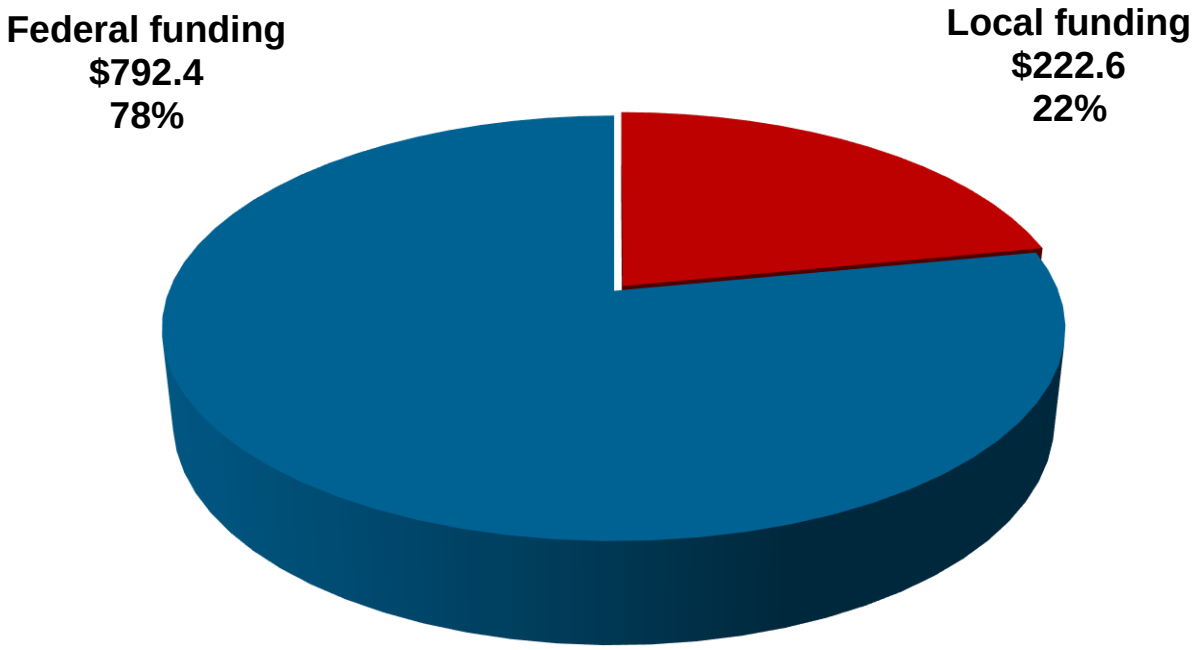




# Transit Capital Projects

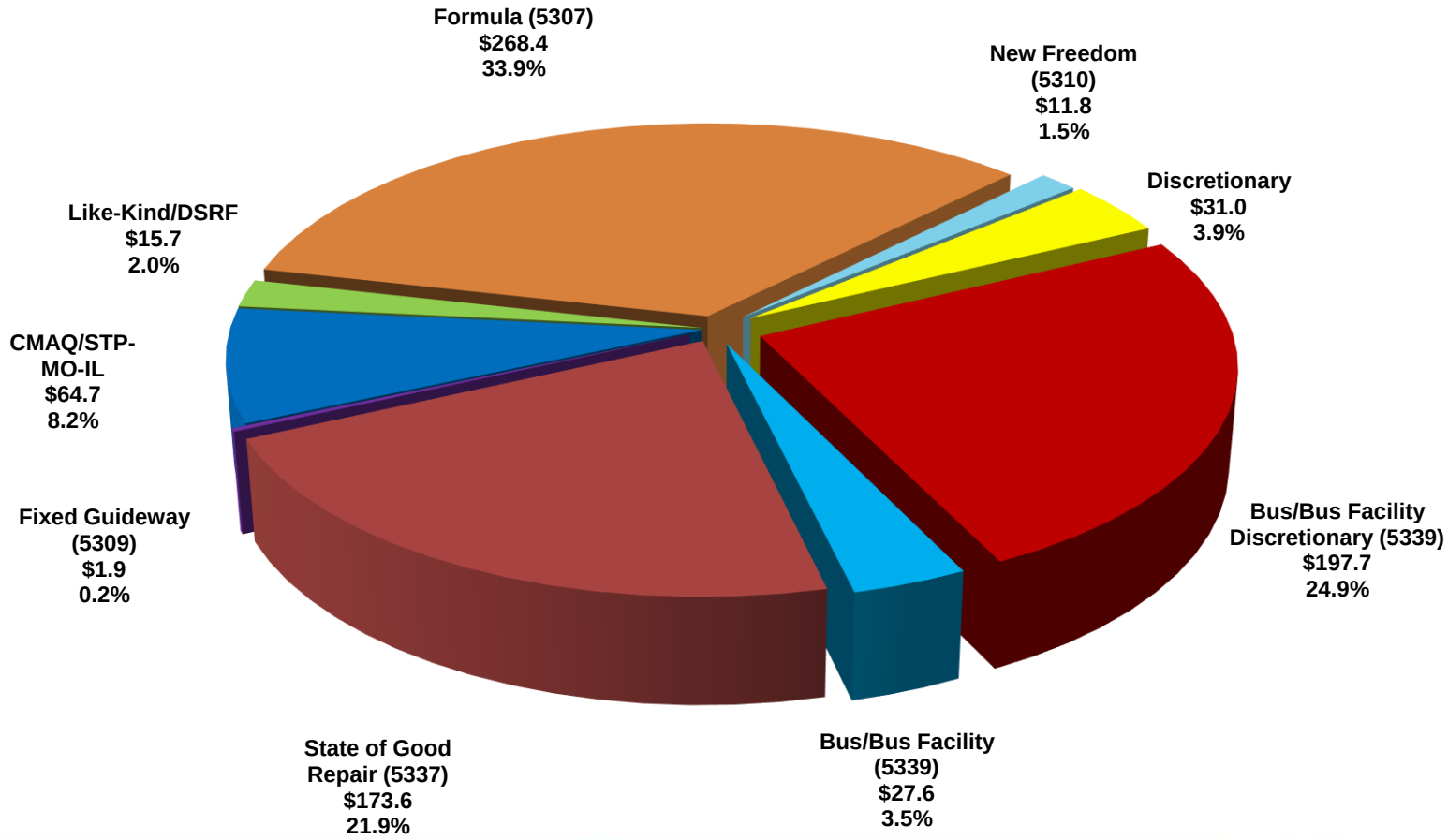
# Sources of Capital Funds
# Resources $1.02 Billion

## FY 2026 – FY 2028
## Resources by Category Chart ($ in Millions)



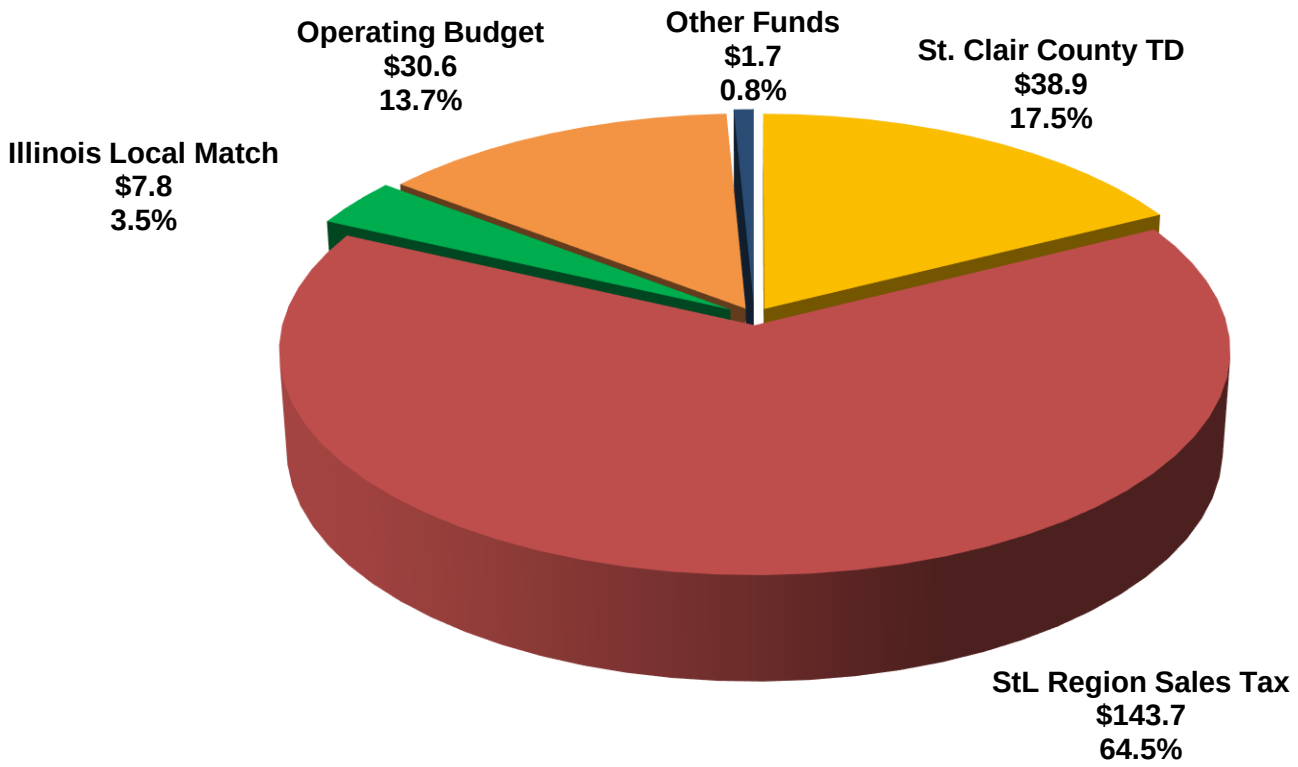
# Federal Sources of Capital Funds
# Resources $792.3 Million

## FY 2026 – FY 2028
## Resources by Category Chart ($ in Millions)



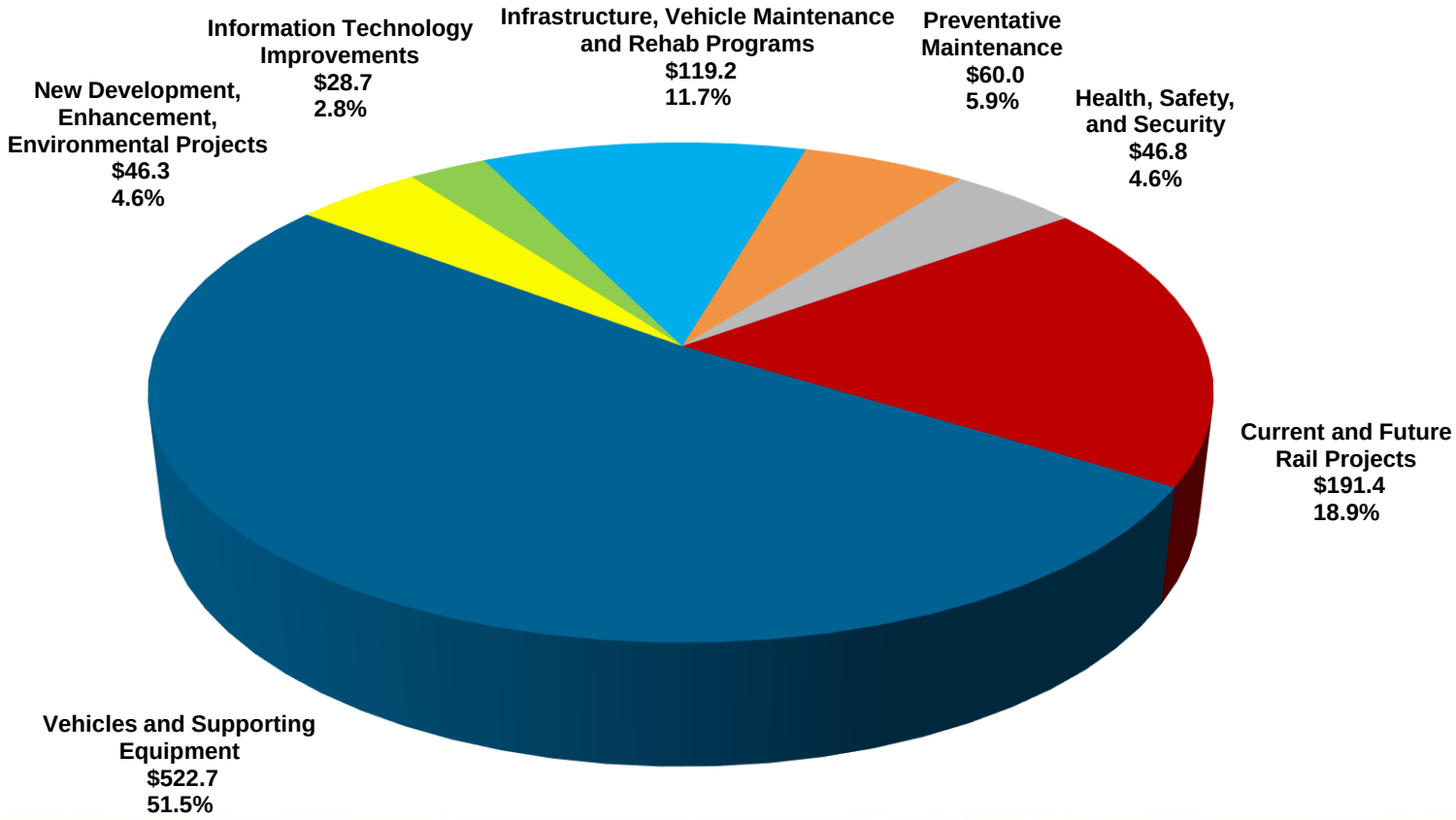
# Local Sources of Capital Funds
# Resources $222.7 Million

## FY 2026 – FY 2028
## Resources by Category Chart ($ in Millions)



# Capital Cash Flow by Use
# Expenses $1.02 Billion

## FY 2026 – FY 2028
## Expenses by Category Chart ($ in Millions)



# FY2026-FY2028 Major Capital Project Expenditures

| Item | | Amount |
|---|---|---|
| Miscellaneous MetroLink Alignment Projects | $ | 61,741,232 |
| Vehicle Equipment | $ | 24,824,771 |
| MetroLink Station Projects | $ | 34,953,396 |
| MetroLink Structures Projects | $ | 128,295,552 |
| IT and Software Projects | $ | 28,665,191 |
| Bus Stop and Parking Lot Projects | $ | 21,620,968 |
| Rail Facilities Projects | $ | 15,562,478 |
| Bus Facilities Projects | $ | 44,531,128 |
| Transit Facilities Projects | $ | 3,408,968 |
| Buses, Vans, and other Non-Rev Vehicles Purchases | $ | 194,239,553 |
| Preventive Maintenance and Other Administrative | $ | 60,000,000 |
| Secure Platform and Fare Collection | $ | 76,337,863 |
| LRV Purchases | $ | 291,567,044 |
| Support Equipment | $ | 29,280,170 |


Tourism
Innovation

# Gateway Arch – Statement of Activity

| | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|
| Revenue: | | | | |
| Arch ticket sales | $ 9,798,848 | $ 10,080,284 | $ 281,436 | |
| Sales discounts | (14,698) | (15,120) | (422) | |
| Service/fee revenue | 414,206 | 416,762 | 2,556 | |
| Other | 588,837 | 649,000 | 60,163 | |
| | 10,787,193 | 11,130,926 | 343,733 | 3.2% |
| Expense: | | | | |
| Wages and benefits | 3,053,597 | 3,208,194 | 154,597 | |
| Services | 2,881,900 | 2,898,168 | 16,268 | |
| Parts and supplies | 787,667 | 530,786 | (256,881) | |
| Casualty insurance | 43,438 | 47,550 | 4,112 | |
| Utilities | 148,474 | 127,714 | (20,760) | |
| Other | 1,802,636 | 2,043,162 | 240,526 | |
| Interest expense | 167,083 | 161,180 | (5,903) | |
| Contributions to outside entities | 285,000 | 421,400 | 136,400 | |
| | 9,169,795 | 9,438,154 | 268,359 | 2.9% |
| **Net income (deficit)** | **$ 1,617,398** | **$ 1,692,772** | **$ 75,374** | **4.7%** |

Numbers may not sum due to rounding.

# Riverfront Attractions – Statement of Activity

| | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|
| Revenue: | | | | |
| Cruise | $ 2,865,090 | $ 3,010,298 | $ 145,208 | |
| Food and beverage | 1,023,891 | 1,057,790 | 33,899 | |
| Other | 427,707 | 531,541 | 103,834 | |
| | 4,316,688 | 4,599,629 | 282,941 | 6.6% |
| Expense: | | | | |
| Wages and benefits | 1,971,447 | 1,953,589 | (17,858) | |
| Services | 558,651 | 600,525 | 41,874 | |
| Parts and supplies | 737,551 | 753,592 | 16,041 | |
| Casualty insurance | 307,645 | 333,291 | 25,646 | |
| Utilities | 96,255 | 108,192 | 11,937 | |
| Other | 207,060 | 369,114 | 162,054 | |
| | 3,878,609 | 4,118,303 | 239,694 | 6.2% |
| **Net income before depreciation and transfers** | **438,079** | **481,326** | **43,247** | |
| Depreciation | 241,719 | 131,806 | (109,912) | |
| **Net income (deficit)** | **$ 196,360** | **$ 349,520** | **$ 153,159** | **78.0%** |

Numbers may not sum due to rounding.

# Riverboats At The Gateway Arch
# Capital Budget

| Sources of Funds: | FY2026 | FY2027 | FY2028 | Total |
|---|---|---|---|---|
| Riverboat Revenue | $ 250,000.00 | $ 150,000.00 | $ 450,000.00 | $ 850,000.00 |
| **Total Sources of Funds** | **$ 250,000.00** | **$ 150,000.00** | **$ 450,000.00** | **$ 850,000.00** |

| Uses of Funds: | | | | |
|---|---|---|---|---|
| Tom Sawyer Drydock (USCG) | $ - | $ - | $ 450,000.00 | $ 450,000.00 |
| Facility Modernization | $ 250,000.00 | $ - | $ - | $ 250,000.00 |
| North Ramp Replacement | | $ 150,000.00 | | $ 150,000.00 |
| **Total Uses of Funds** | **$ 250,000.00** | **$ 150,000.00** | **$ 450,000.00** | **$ 850,000.00** |



# St. Louis Downtown Airport

# St. Louis Downtown Airport – Statement of Activity

| | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|
| Revenue: | | | | |
| Aircraft parking | $ 147,524 | $ 153,770 | $ 6,246 | |
| Leased acreage | 839,449 | 736,320 | (103,129) | |
| Hangar rental | 780,662 | 868,120 | 87,458 | |
| Aviation sale flowage fee | 137,500 | 137,600 | 100 | |
| Airport concessions | 108,950 | 116,200 | 7,250 | |
| Other | 377,200 | 512,700 | 135,500 | |
| | 2,391,285 | 2,524,710 | 133,425 | 5.6% |
| Expense: | | | | |
| Wages and benefits | 1,053,818 | 1,149,302 | 95,484 | |
| Services | 183,100 | 163,100 | (20,000) | |
| Parts and supplies | 102,808 | 106,300 | 3,492 | |
| Casualty insurance | 221,199 | 195,931 | (25,268) | |
| Utilities | 339,500 | 367,500 | 28,000 | |
| Other | 206,065 | 202,731 | (3,334) | |
| | 2,106,490 | 2,184,864 | 78,374 | 3.7% |
| **Net income before depreciation and transfers** | **284,795** | **339,846** | **55,051** | |
| Depreciation | 1,220,354 | 1,206,384 | (13,970) | |
| **Net income (deficit)** | **$ (935,559)** | **$ (866,538)** | **$ 69,022** | **-7.4%** |

Numbers may not sum due to rounding.

# St. Louis Downtown Airport
# Capital Budget

| Sources of Funds: | FY 2026 | FY 2027 | FY 2028 | Total |
|---|---|---|---|---|
| Federal Grants | $ 15,170,000 | $ 9,900,000 | $ 4,500,000 | $ 29,570,000 |
| State and Local | $ 795,000 | $ 1,450,000 | $ 75,000 | $ 2,320,000 |
| Airport & Other Funds | $ 1,935,000 | $ 650,000 | $ 75,000 | $ 2,660,000 |
| **Total Sources of Funds** | **$ 17,900,000** | **$ 12,000,000** | **$ 4,650,000** | **$ 34,550,000** |

## Uses of Funds:

### Construction

Reconstruct Taxiway B, Phase 4: Center
Reconstruct Taxiway B, Phase 5
Rehabilitate Hangar Taxilane Pavements
Reconstruct Taxiway B: Phase 6
Reconstruct Taxiway B, Phase 7

### Equipment and Facilities

Terminal: Reconstruction
T-Hangar Replacement

### Land Improvements

Taxiway Bravo Relocation Final Design
Airport Layout Plan (ALP)



# St. Louis Regional Freightway

# St. Louis Regional Freightway – Statement of Activity

| | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|
| Revenue: | | | | |
| Regional freight fees | $ 400,000 | $ 400,000 | $ - | |
| | 400,000 | 400,000 | - | 0.0% |
| Expense: | | | | |
| Wages and benefits | 209,966 | 187,477 | (22,489) | |
| Services | 350,000 | 352,000 | 2,000 | |
| Parts and supplies | 3,500 | 4,100 | 600 | |
| Other | 42,000 | 42,000 | - | |
| | 605,466 | 585,577 | (19,889) | -3.3% |
| **Net income (deficit)** | **$ (205,466)** | **$ (185,577)** | **$ 19,889** | **-9.7%** |

Numbers may not sum due to rounding.



# Executive Services

# Executive Services – Statement of Activity

| | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|
| Revenue: | | | | |
| Metro Transit | $ 3,195,555 | $ 2,753,420 | $ (442,135) | |
| Gateway Arch | 854,613 | 961,378 | 106,765 | |
| St. Louis Downtown Airport | 119,565 | 126,231 | 6,666 | |
| National Park Service | 360,707 | 354,084 | (6,623) | |
| Interest income | 4,599,375 | 4,468,618 | (130,757) | |
| | 9,129,815 | 8,663,731 | (466,084) | -5.1% |
| Expense: | | | | |
| Wages and benefits | 3,291,534 | 2,980,881 | (310,653) | |
| Services | 1,175,540 | 1,769,940 | 594,400 | |
| Materials and supplies | 20,900 | 11,740 | (9,160) | |
| Casualty insurance | 73,496 | 73,496 | - | |
| Utilities | 1,750 | 3,500 | 1,750 | |
| Other | 516,920 | 561,580 | 44,660 | |
| | 5,080,140 | 5,401,137 | 320,997 | 6.3% |
| **Net income (deficit)** | **$ 4,049,675** | **$ 3,262,594** | **$ (787,081)** | **-19.4%** |

Numbers may not sum due to rounding.



# Internal Service Funds

# Health Self Insurance – Statement of Activity

| | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|
| Revenue: | | | | |
| Participant contributions | $ 7,342,920 | $ 8,150,641 | $ 807,721 | |
| Employer contributions | 32,041,797 | 35,566,395 | 3,524,598 | |
| Interest income | 67,500 | 46,000 | (21,500) | |
| | 39,452,217 | 43,763,036 | 4,310,819 | 10.9% |
| Expense: | | | | |
| Wages and benefits | 949,809 | 908,901 | (40,908) | |
| Services | 1,048,395 | 355,540 | (692,855) | |
| Materials and supplies | 33,640 | 28,100 | (5,540) | |
| Utilities | 4,680 | 4,680 | - | |
| Other | 159,175 | 89,320 | (69,855) | |
| Claims paid | 37,256,518 | 42,546,026 | 5,289,508 | |
| | 39,452,217 | 43,932,567 | 4,480,350 | **11.4%** |
| **Net income (deficit)** | **$ -** | **$ (169,531)** | **$ (169,531)** | **-** |

Numbers may not sum due to rounding.

# Casualty Self Insurance – Statement of Activity

| | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|
| Revenue: | | | | |
| Casualty Insurance Revenue | $ 6,160,000 | $ 10,967,814 | $ 4,807,814 | |
| Interest income | 162,500 | 421,500 | 259,000 | |
| | 6,322,500 | 11,389,314 | 5,066,814 | 80.1% |
| Expense: | | | | |
| Wages and benefits | 129,985 | 143,814 | 13,829 | |
| Services | 397,000 | 424,000 | 27,000 | |
| Casualty insurance | 4,400,000 | 5,421,500 | 1,021,500 | |
| Casualty self-insurance | 4,300,000 | 5,400,000 | 1,100,000 | |
| | 9,226,985 | 11,389,314 | 2,162,329 | **23.4%** |
| **Net income (deficit)** | **$ (2,904,485)** | **$ -** | **$ 2,904,485** | **-100%** |

Numbers may not sum due to rounding.

# Workers Comp Self Insurance – Statement of Activity

| | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|
| Revenue: | | | | |
| Workers' Comp Insurance Revenue | $ 7,735,050 | $ 9,503,673 | $ 1,768,623 | |
| Interest income | 175,000 | 587,800 | 412,800 | |
| | 7,910,050 | 10,091,473 | 2,181,423 | 27.6% |
| Operating Expense: | | | | |
| Wages and benefits | 146,459 | 148,673 | 2,214 | |
| Services | 359,000 | 377,000 | 18,000 | |
| Casualty insurance | 300,000 | 275,000 | (25,000) | |
| Other | 377,250 | 300,000 | (77,250) | |
| Claims paid | 7,700,000 | 8,990,800 | 1,290,800 | |
| | 8,882,709 | 10,091,473 | 1,208,764 | 13.6% |
| **Net income (deficit)** | **$ (972,659)** | **$ -** | **$ 972,659** | **-100%** |

Numbers may not sum due to rounding.



# Arts in Transit

# Arts in Transit – Statement of Activity

| | Budget 2025 | Budget 2026 | $ Change | % Change |
|---|---|---|---|---|
| Revenue: | | | | |
| In-kind contributions | 52,452 | 74,193 | 21,741 | |
| | 52,452 | 74,193 | 21,741 | 41.4% |
| Expense: | | | | |
| Services | 50,000 | 73,793 | 23,793 | |
| Materials and supplies | 2,452 | 400 | (2,052) | |
| | 52,452 | 74,193 | 21,741 | 41.4% |
| **Net income (deficit)** | **$ -** | **$ -** | **$ -** | **-** |

Numbers may not sum due to rounding.



One Metropolitan Square
211 North Broadway, Suite 700
St. Louis, MO 63102-2759

314.982.1400
Finance@BiStateDev.org

BI·STATE DEVELOPMENT

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENTAGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT APPROVING THE FY2025 BI-STATE DEVELOPMENT AGENCY OPERATING AND CAPITAL BUDGET**

**PREAMBLES:**

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

***Whereas,*** the Agency is authorized by Mo. Rev. Stat. §§70.370 *et seq.* and 45 Ill. Comp. Stat. 100/1 *et seq.* to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase, or lease and to plan, construct, operate, and maintain or lease to others for operation or maintenance, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by the federal government or any agency or officer, thereof; to disburse funds for this and its other lawful activities; to fix salaries and wages of its officers and employees; to perform all other necessary and incidental functions; and to contract and to be contracted with; and

***Whereas,*** the Compact requires that the Agency shall not incur any obligations for salaries, office or other administrative expenses, prior to making appropriations adequate to meet the same; and

***Whereas,*** therefore, Board Policy 30.030 requires the President and Chief Executive Officer to prepare an annual operating and capital budget to be presented to and approved by the Board of Commissioners at a regularly scheduled meeting prior to the beginning of each new fiscal year; and

***Whereas***, a detailed presentation of the Bi-State Development Agency's proposed FY2026 Operating and Capital Budget was presented for discussion at the Board's Meeting of the Audit, Finance and Administration Committee on January 24, 2025; and

***Whereas,*** this proposed FY2026 Budget was presented to and discussed by the Board at its Committee meeting on January 24, 2025, and is being considered for final approval at its next regularly scheduled Board meeting on February 28, 2025; and

***Whereas,*** it is feasible, necessary and in the public interest to approve the Bi-State Development Agency's FY2026 Operating and Capital Budget, in accordance with the terms and conditions described herein.

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

Section I. 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 l.

Section 2. Approval of the FY2026 Operating and Capital Budget. Pursuant to this Resolution and the Compact and for the authorized Agency purposes set forth in the preambles hereof, the Board of Commissioners approves the Bi-State Development Agency's FY2026 Operating and Capital Budget, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the Resolution.

Section 6. Rights Under Resolution Limited: No rights shall be conferred by this resolution upon any person or entity other than the Agency's officers and employees.

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

Section 8. Governing Law. The laws of the States of Missouri and Illinois shall govern this Resolution.

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

**ADOPTED** by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 28th day of February, 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

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AUTHORIZING APPLICATIONS FOR ASSISTANCE UNDER THE FEDERAL EMERGENCY MANAGEMENT AGENCY TRANSIT SECURITY GRANT PROGRAM**

**PREAMBLES:**

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

***Whereas,*** the Agency is authorized by Section 70.370 RSMo. *et. seq*. and 45 Ill. Comp. Stat. 100/1 *et. seq*., jointly referred to as the "Compact", to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease, and to plan, construct, operate and maintain or lease to others for those purposes, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, states of other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary ad incidental functions; and to contract and to be contracted with; and

***Whereas,*** the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) provides competitive funding that may be used for specific projects that strengthen the critical infrastructure of transit systems; and

***Whereas,*** any contract for financial assistance under the Transit Security Grant Program ("Program") will impose certain obligations upon the Agency, including the provision by it of the local share of the project costs; and

***Whereas,*** this Resolution was presented to and discussed by the Board at its FY2026 budget meeting on January 24, 2025, and is being considered for final approval at its next regularly scheduled meeting on February 28, 2025; and

***Whereas,*** it is feasible, necessary and in the public interest to annually file and execute applications with the Department of Homeland Security's (DHS), Federal Emergency Management Agency (FEMA) for assistance under the Transit Security Grant Program, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of Filing Applications and Execution of Grant Agreements. The Board of Commissioners hereby approves the filing and execution of grant applications to the FEMA for assistance under the Transit Security Grant Program, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including without limitation the Chairman and Vice Chairman of the Board of Commissioners, the President and Chief Executive Officer and the Executive Vice President and Chief Financial Officer or Designated Individual are hereby authorized and directed to execute and file all documents and to take such actions as they may deem necessary or advisable in order to carry out the purposes of the Resolution; and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the Resolution.

Section 6. Rights Under Resolution Limited: No rights shall be conferred by this resolution upon any person or entity other than the Agency's officers and employees.

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

Section 8. Governing Law. The laws of the States of Missouri and Illinois shall govern this Resolution.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage by the Board of Commissioners.

**ADOPTED** by the Board of Commissioners of the Bi-State Development Agency this 28th day of February, 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:_____

Its:_____

[Seal]

ATTEST:

By:_____
Deputy Secretary to the Board of Commissioners

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AUTHORIZING THE FILING AND EXECUTION OF GRANT AGREEMENTS WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION**

**PREAMBLES:**

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

***Whereas,*** the Agency is authorized by Sections 70.730 RSMo. *et. seq*. and 45 Ill. Comp. Stat. 100/1, *et. seq*., and by the Compact, to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease, and to plan, construct, operate and maintain or lease to others for those purposes, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, states of other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary ad incidental functions; and to contract and to be contracted with; and

***Whereas,*** the Missouri Department of Transportation ("MoDOT") is authorized to make grants for general public transportation projects for 49 U.S.C. Section 5309 assistance; and

***Whereas,*** a grant agreement with MoDOT for financial assistance imposes certain obligations on the Agency, including the requirement that the Agency provide its local share of a project's cost; and

***Whereas,*** it is the goal of the Agency to provide the best transit system that it can with the funds available; and

***Whereas,*** this Resolution was presented to and discussed by the Board at its FY2026 budget meeting on January 24, 2025, and is being considered for final approval at its next regularly scheduled meeting on February 28, 2025; and

***Whereas,*** it is feasible, necessary and in the public interest to annually file grant applications with MoDOT for 49 U.S.C. Section 5309 assistance, and to execute grant agreements related thereto, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Filing of Grant Applications and Execution of Grant Agreements. The Board of Commissioners hereby approves the filing of grant applications with MoDOT for 49 U.S.C. Section 5309 assistance, and the execution of related grant agreements, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth the in the Preambles hereto and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including without limitation, the Chairman and Vice Chairman of the Board of Commissioners, the President and Chief Executive Officer and the Executive Vice President and Chief Financial Officer or Designated Individual, are hereby authorized and directed to execute and file all documents and to take such actions as they may deem necessary or advisable in order to carry out the purposes of the Resolution; and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the Resolution.

Section 6. Rights Under Resolution Limited. No rights shall be conferred by this resolution upon any person or entity other than the Agency and MoDOT.

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

Section 8. Governing Law. The laws of the States of Missouri shall govern this Resolution.

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

**ADOPTED** by the Board of Commissioners of the Bi-State Development Agency on this 28th day of February, 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:_____

Its:_____

[Seal]

ATTEST:

By:_____
Deputy Secretary to the Board of Commissioners

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AUTHORIZING GRANT APPLICATIONS AND GRANT AGREEMENTS WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION**

**PREAMBLES:**

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

***Whereas,*** the Agency is authorized by Sections 70.730 RSMo. *et. seq*. and 45 Ill. Comp. Stat. 100/1, *et. seq*., and by the Compact, to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease, and to plan, construct, operate and maintain or lease to others for those purposes, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, states of other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary and incidental functions; and to contract and to be contracted with; and.

***Whereas,*** the Agency may apply to the State of Illinois Department of Transportation ("IDOT") to acquire grant funding for information and/or communications systems projects, facility improvements, support equipment, bus and other revenue and support vehicles, fare equipment, shop equipment, and other associated capital projects, and to amend any such existing grants or grant applications; and

***Whereas,*** the Agency may execute a certain capital agreement ("Agreement") with IDOT in order to obtain grant assistance under the provisions of 20 ILCS 2705/*et. seq*., 20 ILCS 5/5-675 and 30 ILCS 415/1, *et seq*., and may execute amendments to any such existing grant agreements with IDOT; and

***Whereas,*** it is the goal of the Agency to provide the best transit system that it can provide with the available funds; and

***Whereas,*** this Resolution was presented to and discussed by the Board at its FY2026 budget meeting on January 24, 2025, and is being considered for final approval at its next regularly scheduled meeting on February 28, 2025; and.

***Whereas,*** it is feasible, necessary and in the public interest for the Agency to annually file and amend grant applications and execute and amend grant agreements with IDOT, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of Filing of Grant Applications and Execution of Grant Agreements. The Board of Commissioners hereby approves the filing and amendment of grants and grant applications with IDOT for capital improvements, and the execution of grant agreements and amendments with IDOT, under and pursuant to

this Resolution and the Compact for the authorized Agency purposes set forth in the Preambles hereto and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including without limitation the Chairman and Vice Chairman of the Board of Commissioners, the President and Chief Executive Officer and the Executive Vice President and Chief Financial Officer or Designated Individual, are hereby authorized and directed to execute and file all documents and to take such actions as they may deem necessary or advisable in order to carry out the purposes of the Resolution; and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Grant Applications and Agreements.

Section 6. Rights Under Resolution Limited. No rights shall be conferred by this resolution upon any person or entity other than the Agency and IDOT.

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

Section 8. Governing Law. The laws of the States of Missouri and Illinois shall govern this Resolution.

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

**ADOPTED** by the Board of Commissioners of the Bi-State Development Agency this 28th day of February, 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

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AUTHORIZING THE EXECUTION OF GRANT AGREEMENTS WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION (MODOT) FOR STATE OPERATING ASSISTANCE**

**PREAMBLES:**

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

***Whereas***, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact"); to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease and to plan, construct, operate, and maintain or lease to others for operation or maintenance, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, state or other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary and incidental functions; and to contract and to be contracted with; and

***Whereas,*** the Chief Engineer of the Missouri Department of Transportation (MoDOT) is authorized to make operating assistance grants for general public transportation projects; and

**Whereas**, the contract for financial assistance will impose certain obligations upon the Agency, including the requirement that the Agency provide its local share of a project's cost; and

***Whereas***, it is the goal of the Agency to provide the best transit system that can be provided with the funds that are available; and

***Whereas***, this Resolution was presented to and discussed by the Board at its FY2026 budget meeting on January 24, 2025, and is being considered for final approval at its next regularly scheduled meeting on February 28, 2025; and

***Whereas*,** it is feasible, necessary and in the public interest to execute grant agreements with MoDOT for state operating assistance, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of Execution of Grant Agreements. The Board of Commissioners hereby approves the execution of grant agreements with MoDOT for state operating assistance, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the Chairman, Vice Chairman, President and Chief Executive Officer and Executive Vice President and Chief Financial Officer or Designated Individual are hereby authorized and directed to execute and file all documents and agreements

and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Grant Agreements.

Section 6. Rights Under Resolution Limited: No rights shall be conferred by this resolution upon any person or entity other than the Agency and the MoDOT.

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

Section 8. Governing Law. The laws of the States of Missouri shall govern this Resolution.

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

**ADOPTED** by the Board of Commissioners of the Bi-State Development Agency on this 28th day of February, 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_____

Its_____

[SEAL]

ATTEST:

By_____
Deputy Secretary to the Board of Commissioners

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AUTHORIZING THE EXECUTION OF A SUB-AWARD GRANT AGREEMENT WITH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS**

**PREAMBLES:**

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

***Whereas***, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 *et seq.* (jointly referred to herein as the "Compact"); to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease and to plan, construct, operate, and maintain or lease to others for operation or maintenance, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, state or other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary and incidental functions; and to contract and to be contracted with; and

***Whereas,*** East-West Gateway Council of Governments (EWGCOG) is the metropolitan planning organization (MPO) for the area and has vested legal authority and responsibility for developing and adopting plans for the region's surface transportation system and is authorized to make sub-awards through the Unified Planning Work Program (UPWP) which addresses regional planning priorities; and

***Whereas***, it is the goal of the Agency to provide the best transit system that can be provided with the funds that are available; and

***Whereas***, EWGCOG desires to make a sub-award to the Agency through the UPWP in order to further Agency transit system planning and development; and

***Whereas***, the financial assistance sub-award grant will impose certain obligations upon the Agency, including the requirement that the Agency provide its local share of the project costs; and

***Whereas***, this Resolution was presented to and discussed by the Board at its FY2026 budget meeting on January 24, 2025, and is being considered for final approval at its next regularly scheduled meeting on February 28, 2025; and

***Whereas,*** it is feasible, necessary and in the public interest to annually execute with East-West Gateway Council of Governments a sub-award grant Agreement through the Unified Planning Work Program for transit system planning and development, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Sub-award Grant Agreement. The Board of Commissioners hereby approves the sub-award grant Agreement through the Unified Planning Work Program with East-West Gateway Council of Governments for transit system planning and development, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and East-West Gateway Council of Governments.

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

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 Agreement.

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

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

**ADOPTED** by the Board of Commissioners of the Bi-State Development Agency on this 28th day of February, 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

**A RESOLUTION OF THE BOARD OF COMMISSIONER OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AUTHORIZING THE FILING OF GRANT APPLICATIONS AND EXECUTION OF GRANT AGREEMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS**

**PREAMBLES:**

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

***Whereas***, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact"); to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease and to plan, construct, operate, and maintain or lease to others for operation or maintenance, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, state or other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary and incidental functions; and to contract and to be contracted with; and

***Whereas***, the Federal Aviation Administration (FAA) and the Illinois Department of Transportation (IDOT) Division of Aeronautics are authorized to make grants for aviation and public transportation projects; and

***Whereas***, the Agency accepts all grants from State and Federal sources such as the FAA and IDOT Division of Aeronautics for airport infrastructure improvements including but not limited to runway, taxiway, and apron construction/rehabilitation; airfield lighting, signage, drainage, and navigation aids; safety area improvements; special-purpose airport vehicles and equipment; fuel storage and distribution systems; aircraft hangers; automobile roadways and parking lots; planning, engineering, environmental studies; and land acquisitions; and

***Whereas***, this Resolution was presented to and discussed by the Board at its FY2026 budget meeting on January 24, 2025, and is being considered for final approval at its next regularly scheduled meeting on February 28, 2025; and

***Whereas*****,** it is feasible, necessary and in the public interest to file grant applications with FAA and IDOT, and to execute grant agreements related thereto, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of Filing of Grant Applications and Execution of Grant Agreements. The Board of Commissioners hereby approves the filing of grant applications with the FAA and IDOT Division of Aeronautics and the execution of related grant agreements, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the Chairman, Vice Chairman, President and Chief Executive Officer, and the Executive Vice President and Chief Financial Officer or Designated Individual are hereby authorized and directed to execute and file all documents and agreements and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this

Resolution, and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the Resolution and the Grant Applications and Agreements.

Section 6. Rights Under Resolution Limited: No rights shall be conferred by this resolution upon any person or entity other than the Agency and the Federal Aviation Administration and the Illinois Department of Transportation Division of Aeronautics.

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

Section 8. Governing Law. The laws of the States of Missouri and Illinois shall govern this Resolution.

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

**ADOPTED** by the Board of Commissioners of the Bi-State Development Agency on this 28th day of February, 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_____

Its_____

[SEAL]

ATTEST:

By_____
Deputy Secretary of the Board of Commissioners

**A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS, AMENDMENTS, CERTIFICATIONS, ASSURANCES AND AGREEMENTS RELATING TO ANY GRANTS FOR WHICH THE BI-STATE DEVELOPMENT AGENCY APPLIES FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION**

**PREAMBLES:**

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

***Whereas,*** the Federal Transit Administration ("FTA") is an operating entity of the United States Department of Transportation ("DOT") for the purpose of administering Federal transportation assistance as authorized by 49 U.S.C. Chapter 53, by certain provisions under Title 23 of the United States Code, and by certain other Federal statutes that provide funding for public transportation purposes and is administered by the FTA; and

***Whereas,*** the FTA has been delegated the authority to award Federal financial assistance for transportation projects; and

***Whereas***, grants for Federal financial assistance impose certain obligations upon the Agency; and

***Whereas***, the Agency is a Designated Recipient of Federal transportation assistance previously authorized under FAST Act, SAFETEA-LU and MAP-21 legislation for funding through the Urbanized Area Formula Program, 49 U.S.C. 5307; the Capital Investment Program (Fixed Guideway Modernization, New Starts), 49 U.S.C. 5309; the Clean Fuels Bus, 49 U.S.C. 5309; the Bus and Bus Livability, 49 U.S.C. 5309; the Alternatives Analysis, 49 U.S.C. 5339; the Bus and Bus Facility Formula, 49 U.S.C. 5339 and is an authorized sub-recipient of funds under the Job Access and Reverse Commute Program, 49 U.S.C. 5316; and the New Freedom Program, 49 U.S.C. 5317; the Public Transportation Emergency Relief, 49 U.S.C. 5324; the Asset Management, 49 U.S.C. 5326; the State of Good Repair, 49 U.S.C.5337; and is an authorized recipient of funds under the Enhanced Mobility of Seniors and Individuals with Disabilities, 49 U.S.C. 5310 and is an authorized recipient of CMAQ and STP funds, 23 U.S.C. 149 and 49 U.S.C. 5307; and is an authorized recipient of CARES Act funds, 15 U.S.C; 116, and is an authorized recipient of Coronavirus Response and Relief Supplemental Appropriations Act of (CRRSAA) funds, and is an authorized recipient of The American Rescue Plan Act, 2021 (ARP) funds; and.

***Whereas*****,** the Agency is a Designated Recipient of Federal transportation assistance through the current Infrastructure Investment and Jobs Act (IIJA) legislation for funding through the Urbanized Area Formula Program, 49 U.S.C. 5307; the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), authorized funding under Section 5307 Urbanized Area Formula Program, (Pub. L. 116-136, March 27, 2020); the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA of 2021), authorized funding under Section 5307 Urbanized Area Formula Program, The American Rescue Plan Act (ARP), authorized funding under Section 5307 Urbanized Area Formula Program of the Capital Investment Program (New Starts), 49 U.S.C. 5309; the Bus and Bus Facility Formula, 49 U.S.C. 5339; Low or No Emission Program, 49 U.S.C. 5339; Public Transportation Innovation, 49 U.S.C 5312; the Public Transportation Emergency Relief, 49 U.S.C. 5324; the Asset Management, 49 U.S.C. 5326; the State of Good Repair, 49 U.S.C.5337; and is an authorized recipient of funds under the Enhanced Mobility of Seniors and Individuals with Disabilities, 49 U.S.C. 5310; and is an authorized recipient of CMAQ and STP funds, 23 U.S.C. 149 and 49 U.S.C. 5307; and

***Whereas***, the Agency is a Designated Recipient of Federal transportation assistance through the 2014 TIGER Discretionary Grants program, made available under the Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014) and the RAISE Discretionary Grants program, made available under the Consolidated Appropriations Act, 2022 (Pub. L. 117-103, March 15, 2022); and

***Whereas***, the FTA is required by Federal statute to obtain specific annual certifications for its formula grant program for urban areas; and

***Whereas***, the FTA allows the Agency to certify compliance with all of the certifications and assurances that are pertinent to each grant for which the Agency may wish to apply; and

***Whereas***, Counsel for FTA Region 7 has requested that the Board of Commissioners grant the Agency multi-year authority to certify such compliance; and

***Whereas,*** this Resolution will be applicable for FY2026– FY2028; and

***Whereas***, this Resolution was presented to and discussed by the Board at its FY2026 budget meeting on January 24, 2025, and is being considered for final approval at its next regularly scheduled meeting on February 28, 2025; and

***Whereas***, it is necessary and in the public interest for the Agency to approve the execution and filing of application(s) on behalf of the Agency to the DOT/FTA for Federal assistance, the filing of the annual certifications and assurances that are pertinent to each grant for which the Agency may wish to apply to the DOT/FTA and the authorization to execute grant and cooperative agreements with the DOT/FTA on behalf of the Agency, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval to Execute and File Applications for Federal Assistance. The Board Chairman, Vice-Chairman, President & CEO, the Executive Vice President and Chief Financial Officer, or Designated Individual are authorized to execute and file application(s) on behalf of the Agency to the DOT/FTA for Federal assistance authorized by 49 U.S.C. Chapter 53, by Title 23 of the United States Code or by other Federal statutes that provide funds for public transportation or other purposes and are administered by the DOT/FTA during FY26, FY27 and FY28, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Approval to Execute and File the Annual Certifications and Assurances. The Board Chairman, Vice-Chairman, President & CEO, the Executive Vice President and Chief Financial Officer, or Designated Individual are authorized in FY26, FY27 and FY28 to execute and file with the Agency's application(s) the annual certifications and assurances and other documents required by the DOT/FTA before a Federal assistance grant or cooperative agreement can be awarded.

Section 4. Approval to Execute Grant and Cooperative Agreements. The Board Chairman, Vice-Chairman, President & CEO, the Executive Vice President and Chief Financial Officer, or a Designated Individual are authorized to execute grant and cooperative agreements with the DOT/FTA on behalf of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District during FY26, FY27 and FY28.

Section 5. Actions of Officers Authorized. The officers of the Agency, including without limitation the Chairman and Vice Chairman of the Board of Commissioners, the President and CEO and the Chief Financial Officer, or a Designated Individual are hereby authorized and directed to execute all documents and to take such actions as they may deem necessary or advisable in order to carry out the purposes of the Resolution; and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 6. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection herein, and that the Board of Commissioners intends to adopt each part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution is determined to be, or to have been, unlawful or unconstitutional, the remaining parts, sections and subsections shall remain in full force and effect, unless the Court making this finding determines that the valid portions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the Resolution.

Section 7. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the Resolution.

Section 8. Rights Under Resolution Limited: No rights shall be conferred by this resolution upon any person or entity other than the Agency's officers and employees.

Section 9. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 10. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 11. Effective Date. This Resolution shall be in full force and effect from and after its passage by the Board of Commissioners.

**ADOPTED** by the Board of Commissioners of The Bi-State Development Agency on this 28th day of February, 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**
**February 28, 2025**

**From:** Taulby Roach, President and CEO
**Subject:** **Insurance Addendum to St. Clair County Transit District Agreements**
**Disposition:** Approval
**Presentation:** Kathy Brittin, Director Risk Management

**Objective:**
To obtain approval from the Board of Commissioners of addendums to the St. Clair County Transit District's Bus and Rail Service and Maintenance Agreements, adding insurance language to the agreements.

**Background:**
St. Clair County Transit District's (**SCCTD**) insurers are mandating that insurance requirements be added to the current Bus and Rail Service and Maintenance Agreements. The insurance requirements outline the insurance coverage that Bi-State Development (**BSD**) is required to carry in order to protect SCCTD from claims arising out of BSD's operations. Pursuant to Article XI of both the "Bus Service and Maintenance Agreement" and the "Rail Service and Maintenance Agreement", the Parties can modify the base agreements via an addendum signed by both parties. These addenda are attached below.

NOTE: The coverage described in these addenda is already in effect, and has been throughout the existence of the agreement between BSD and SCCTD. The addenda merely describe the coverage so that SCCTD can show proof of these requirements to their insurers.

**Analysis:**
BSD Risk Management has reviewed the proposed insurance requirements, and has made revisions which both parties have agreed upon. Approving these addenda merely provides evidence of the required coverage to SCCTD's insurers, and does not create any new obligations for BSD.

**Previous Action:**
This item has not been presented to a committee for approval; however, the President and Chief Executive Officer, Taulby Roach, has placed this item on the February 28, 2025 agenda for consideration.

**Board Action Requested:**
Management recommends that the Board of Commissioners authorize the President and CEO to execute addendums to the St. Clair County Transit District's Bus Service and Maintenance Agreement and the Rail Service and Maintenance Agreement, adding insurance language to each agreement.

**Attachments:**
1. Addendum to Bus Service and Maintenance Agreement
2. Addendum to Rail Service and Maintenance Agreement

**Funding Source:**
N/A

## BUS SERVICE AND MAINTENANCE AGREEMENT – INSURANCE REQUIREMENTS ADDENDUM

This Addendum to the "Bus Service and Maintenance Agreement is made and entered into between THE METRO-EAST TRANSIT DISTRICT OF ST. CLAIR COUNTY ("District") and THE BI-STATE DEVELOPMENT AGENCY OF MISSOURI-ILLINOIS METROPOLITAN DISTRICT ("Agency").

Pursuant to Article XI the "Bus Service and Maintenance Agreement", the Parties thereto can modify this agreement, in writing, signed by the District and Agency. Pursuant to negotiations between the Parties, they desire to adopt these modifications to the Base Agreement.

The Agency agrees to procure, carry and maintain, at its own expense, casualty insurance with reputable insurance company(s) with an AM Best rating of A-VII or greater, acceptable to the District, and authorized to do business in the state of Illinois. The Agency further agrees to the coverages and coverage limits set forth below, including endorsements and terms as outlined.

A. Workers' Compensation - Statutory for coverage "A". Employer's Liability Insurance or equivalent self-insurance covering all its employees with coverage "B" limits of no less than $1,000,000 minimum. The policy will contain a waiver of subrogation endorsement in favor of the District.

B. Commercial General Liability Insurance or equivalent self-insurance shall be maintained by the Agency, providing coverage against claims for bodily injury, property damage, personal and advertising injury arising out of the operations of the Agency. The policy shall include, but not be limited to, coverage for premises-operations, products/completed operations, and contractual liability. The minimum limits of insurance provided by the commercial general liability policy shall be as follows:

| | |
|---|---|
| o General Aggregate | $ 2,000,000 |
| o Products/Completed Operations Aggregate | $ 2,000,000 |
| o Each Occurrence | $ 1,000,000 |
| o Personal & Advertising Policy | $ 1,000,000 |

C. Comprehensive Automobile Liability Insurance or equivalent self-insurance with a Combined Single Limit of not less than $1,000,000 per each accident. This insurance shall cover all owned, non-owned, and hired motor vehicles that are operated on behalf of the Agency pursuant to the Agency's activities hereunder.

D. Umbrella/Excess Liability on a following form basis with the following minimum limits:

| | |
|---|---|
| o Annual Aggregate | $20,000,000 |
| o Each Occurrence | $20,000,000 |

E. Agency's Property. Agency shall procure insurance for fire or extended coverage insurance and for all other forms of property damage insurance covering the Agency's personal property, materials, or equipment.

The General Liability, Auto Liability, and Umbrella/Excess Liability policies will name the District as additional insured on a primary, non-contributory basis and provide a waiver of subrogation in favor of the District. The Umbrella/Excess Liability shall be excess of the General Liability, Auto Liability, Employer Liability policies or self-insurance. The Agency's insurance coverage(s), including umbrella/excess policy(s), will respond first/primary with the District's insurance coverage(s) responding secondary or excess, after the Agency's insurance limits are exhausted. Certificates of Insurance in customary form shall be delivered by the Agency to the District. Simultaneously with Agency's execution of this Agreement and prior to expiration of such insurance, similar updated certificates shall be delivered by Agency to the District evidencing the renewal of such insurance. All certificates of insurance must contain a provision that if the policies of insurance evidenced by such certificates are canceled or changed during the period of coverage as stated therein, in such a manner as to affect the coverage afforded by such policies, written notice will be mailed to District by certified mail and returned receipt requested at least thirty (30) days prior to such cancellation or change.

Severability If any provision of this Insurance Requirements Addendum, or the application thereof to any person or circumstance, is held invalid or unenforceable to any extent, such invalidity or unenforceability shall not affect other provisions or applications of this Addendum which can be given effect without the invalid or unenforceable provision or application, and to this end, the provisions of this Addendum are declared to be severable.

**The Agency is required to send Certificates of Insurance to:**

**St. Clair County Transit District**
**Attention: Ken Sharkey**
**27 North Illinois St.**
**Belleville, IL 62220**

**Email Address: ksharkey@scctd.org**

**The above terms and conditions of this Insurance Requirements Addendum are hereby incorporated into the Base Agreement, as agreed to by the Parties having set their signature below:**

| | | | |
|---|---|---|---|
| **District** | By | Title | Date |
| | | MANAGING DIRECTOR | 12/18/2025 |
| **Agency** | By | Title | Date |
| | | | / / |

## RAIL SERVICE AND MAINTENANCE AGREEMENT – INSURANCE REQUIREMENTS ADDENDUM

This Addendum to the "Rail Service and Maintenance Agreement is made and entered into between THE METRO-EAST TRANSIT DISTRICT OF ST. CLAIR COUNTY ("District") and THE BI-STATE DEVELOPMENT AGENCY OF MISSOURI-ILLINOIS METROPOLITAN DISTRICT ("Agency").

Pursuant to Article XI the "Rail Service and Maintenance Agreement", the Parties thereto can modify this agreement, in writing, signed by the District and Agency. Pursuant to negotiations between the Parties, they desire to adopt these modifications to the Base Agreement.

The Agency agrees to procure, carry and maintain, at its own expense, casualty insurance with reputable insurance company(s) with an AM Best rating of A-VII or greater, acceptable to the District, and authorized to do business in the state of Illinois. The Agency further agrees to the coverages and coverage limits set forth below, including endorsements and terms as outlined.

A. Workers' Compensation - Statutory for coverage "A". Employer's Liability Insurance or equivalent self-insurance covering all its employees with coverage "B" limits of no less than $1,000,000 minimum. The policy will contain a waiver of subrogation endorsement in favor of the District.

B. Commercial General Liability Insurance or equivalent self-insurance shall be maintained by the Agency, providing coverage against claims for bodily injury, property damage, personal and advertising injury arising out of the operations of the Agency. The policy shall include, but not be limited to, coverage for premises-operations, products/completed operations, and contractual liability. The minimum limits of insurance provided by the commercial general liability policy shall be as follows:

| | |
|---|---|
| o General Aggregate | $ 2,000,000 |
| o Products/Completed Operations Aggregate | $ 2,000,000 |
| o Each Occurrence | $ 1,000,000 |
| o Personal & Advertising Policy | $ 1,000,000 |

C. Comprehensive Automobile Liability Insurance or equivalent self-insurance with a Combined Single Limit of not less than $1,000,000 per each accident. This insurance shall cover all owned, non-owned, and hired motor vehicles that are operated on behalf of the Agency pursuant to the Agency's activities hereunder.

D. Umbrella/Excess Liability on a following form basis with the following minimum limits:

| | |
|---|---|
| o Annual Aggregate | $20,000,000 |
| o Each Occurrence | $20,000,000 |

E. Agency's Property. Agency shall procure insurance for fire or extended coverage insurance and for all other forms of property damage insurance covering the Agency's personal property, materials, or equipment.

The General Liability, Auto Liability, and Umbrella/Excess Liability policies will name the District as additional insured on a primary, non-contributory basis and provide a waiver of subrogation in favor of the District. The Umbrella/Excess Liability shall be excess of the General Liability, Auto Liability, Employer Liability policies or self-insurance. The Agency's insurance coverage(s), including umbrella/excess policy(s), will respond first/primary with the District's insurance coverage(s) responding secondary or excess, after the Agency's insurance limits are exhausted. Certificates of Insurance in customary form shall be delivered by the Agency to the District. Simultaneously with Agency's execution of this Agreement and prior to expiration of such insurance, similar updated certificates shall be delivered by Agency to the District evidencing the renewal of such insurance. All certificates of insurance must contain a provision that if the policies of insurance evidenced by such certificates are canceled or changed during the period of coverage as stated therein, in such a manner as to affect the coverage afforded by such policies, written notice will be mailed to District by certified mail and returned receipt requested at least thirty (30) days prior to such cancellation or change.

Severability If any provision of this Insurance Requirements Addendum, or the application thereof to any person or circumstance, is held invalid or unenforceable to any extent, such invalidity or unenforceability shall not affect other provisions or applications of this Addendum which can be given effect without the invalid or unenforceable provision or application, and to this end, the provisions of this Addendum are declared to be severable.

**The Agency is required to send Certificates of Insurance to:**

**St. Clair County Transit District**
**Attention: Ken Sharkey**
**27 North Illinois St.**
**Belleville, IL 62220**

**Email Address: ksharkey@scctd.org**

**The above terms and conditions of this Insurance Requirements Addendum are hereby incorporated into the Base Agreement, as agreed to by the Parties having set their signature below:**

| | | | |
|---|---|---|---|
| **District** | By | Title | Date |
| | MANAGING DIRECTOR | | 2/18/25 |
| **Agency** | By | Title | Date |
| | | | / / |

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT APPROVING ADDENDUMS TO THE ST. CLAIR COUNTY TRANSIT DISTRICT BUS SERVICE AND MAINTENANCE AGREEMENT AND THE RAIL SERVICE AND MAINTENANCE AGREEMENT**

**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,*** 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 rules 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,*** Section 5 of the "Intergovernmental Cooperation Act", 5 Ill. Comp. State. 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 or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

***Whereas,*** on June 1, 2024, the Agency's Board of Commissioners approved operating agreements between the Bi-State Development Agency and St. Clair County Transit District (SSCTD) for Bus Service and Maintenance, Rail Service and Maintenance, and ATS Services (Resolution #1352); and

***Whereas,*** St. Clair County Transit District's (SCCTD) insurers are mandating that insurance requirements be added to the current Bus and Rail Service and Maintenance Agreements; and

***Whereas,*** the insurance requirements outline the insurance coverage that Bi-State Development (BSD) is required to carry in order to protect SCCTD from claims arising out of BSD's operations; and

***Whereas,*** pursuant to Article XI of both the "Bus Service and Maintenance Agreement" and the "Rail Service and Maintenance Agreement", the Parties can modify the base agreements via an addendum signed by both parties; and

***Whereas,*** the Agency's Risk Management Department has reviewed the proposed insurance requirements, and has made revisions which both parties have agreed upon; and

***Whereas,*** it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute addendums to the St. Clair County Transit District's Bus Service and Maintenance Agreement and the Rail Service and Maintenance Agreement, adding insurance language to each agreement, 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 Modified Agreement. The Board of Commissioners hereby authorizes the President and CEO authorize the President and CEO to execute addendums to the St. Clair County Transit District's Bus Service and Maintenance Agreement and the Rail Service and Maintenance Agreement, adding insurance language to each agreement, 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 Addendums. The form of the Addendums (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 and the Agreement.

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 St. Clair County Transit District.

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 Illinois shall govern this Resolution and the 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 28th day of February 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

# Operations Update | July – December 2024

## 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."*

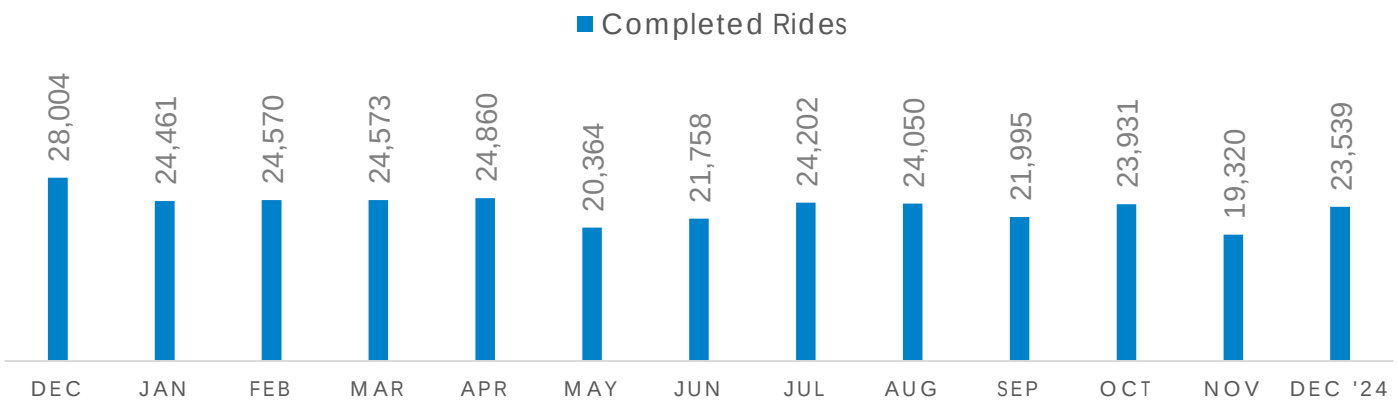
*Chuck Stewart*
***Executive Vice President, Chief Operating Officer, Metro Transit***

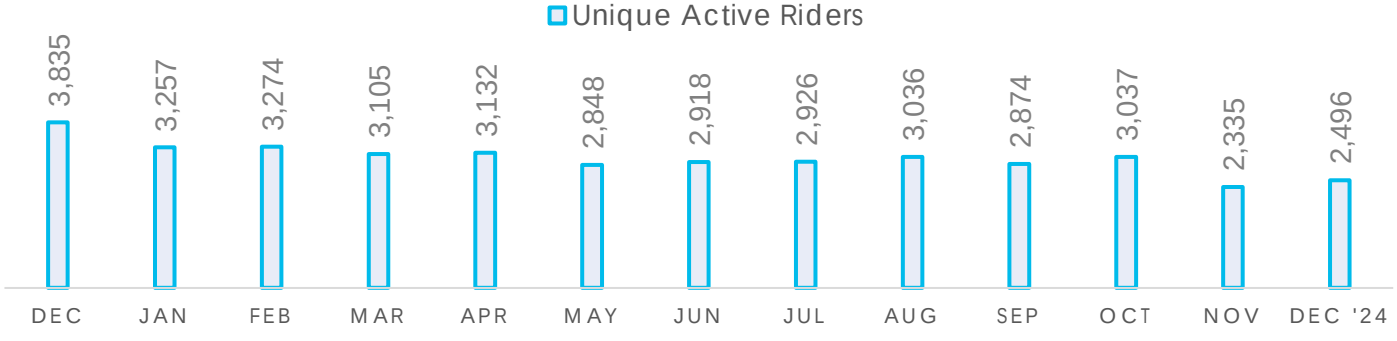
| Transit Service Performance ACTUALS | | MetroBus Fixed Route + Special Services | FY25 vs. FY24 | MetroLink | FY25 vs. FY24 | Call-A-Ride | FY25 vs. FY24 |
|---|---|---|---|---|---|---|---|
| System Ridership | YTD | 6,615,800 | 4.2% | 3,848,000 | 6.2% | 197,000 | 37% |
| | Q2 | 3,254,900 | 4.7% | 1,817,000 | 3.1% | 102,000 | 43% |
| Missouri Ridership | YTD | 5,641,500 | 4.6% | 3,041,500 | 6.5% | 197,000 | 37% |
| | Q2 | 2,779,600 | 5.5% | 1,447,600 | 3.9% | 102,00 | 43% |
| Illinois Ridership | YTD | 974,300 | 2.1% | 806,500 | 4.9% | | |
| | Q2 | 475,300 | (-0.1%) | 369,400 | (-0.2%) | | |
| Revenue Miles | YTD | 6,587,600 | 14% | 1,265,400 | (-2.3%) | 2,040,900 | 36% |
| | Q2 | 3,312,900 | 14% | 617,400 | (-3.0%) | 1,061,000 | 41% |
| Revenue Hours | YTD | 482,100 | 16% | 55,900 | (-1.7%) | 127,000 | 44% |
| | Q2 | 242,800 | 17% | 27,500 | (-1.6%) | 67,200 | 51% |
| On-Time Performance | YTD | 85.3% | 1.4% | 95.5% | 0.6% | 93.3% | 0.9% |
| | Q2 | 85.3% | 0.1% | 94.8% | 0.6% | 93.1% | 1.0% |

## Call-A-Ride Passenger Trip Requests, December, 2024

| Passenger Trip Requests | # of Trips | Percent of Trip Requests |
|---|---|---|
| Scheduled and Made | 32,635 | 76.8% |
| Cancelled by Passenger | 7,907 | 18.60% |
| No-Shows + Late Cancels | 1,340 | 3.15% |
| Missed Trips | 87 | 0.20% |
| Van Unavailable – ADA Rider Capacity Denial | 0 | 0.0% |
| Van Unavailable – Same-Day Capacity Denial | 7 | 0.02% |
| Van Available – Adversarial Denial | 497 | 1.17% |
| Eligibility, Beyond Hours or Boundaries | 40 | 0.09% |
| Former ADA Denial | 0 | 0.0% |
| **Total Trip Requests** | **42,513** | **100%** |

## Via Metro STL, Last 12 Months



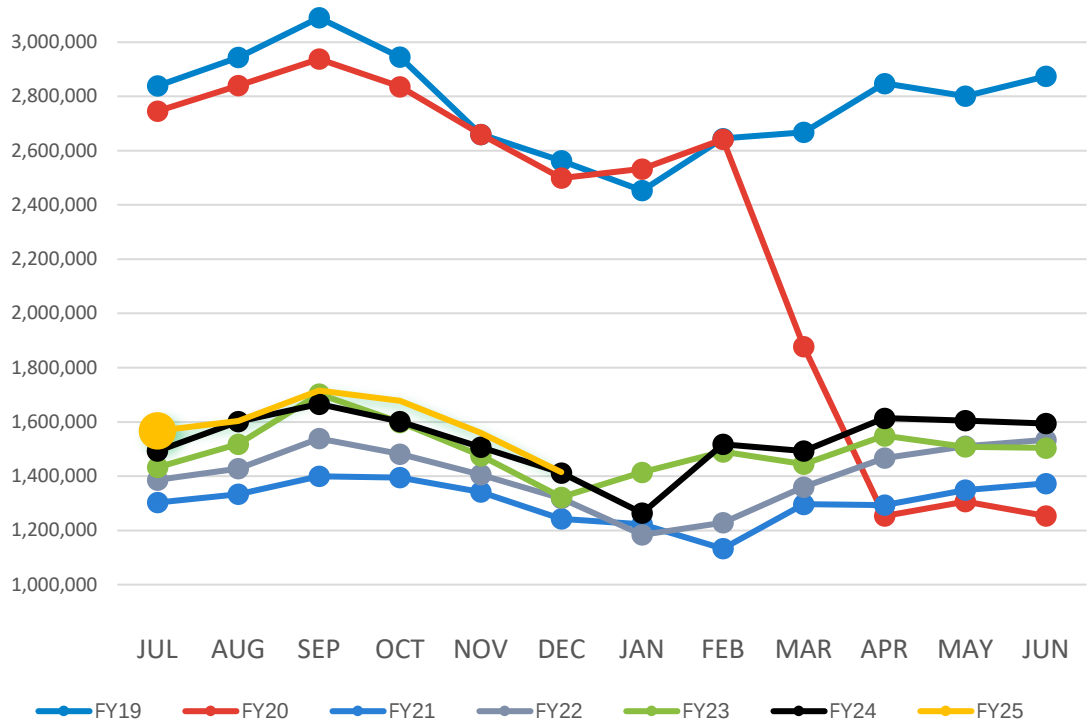



# Service Performance Summary

- ***Major Service Change:*** *Metro Transit St. Louis implemented a significant service change on December 2, 2024, affecting 25 MetroBus routes in Missouri and Illinois. This quarterly update enhanced customer transit service through expanded coverage, increased frequencies, and streamlined routing for fewer transfers. Key highlights include:*
  - > *Extension of #21 Watson route to cover Fenton, including Amazon warehouse and Wally's at Assembly Parkway*
  - > *Introduction of the new #23 Belleville-College route in Illinois*
  - > *Creation of #40 Broadway-Halls Ferry bus, combining previous routes for more efficient service*
  - > *Restoration of service to Mercy South Hospital on #49 Lindbergh route*
- ***Ridership Performance:*** *While December ridership remained flat, the second quarter ended with small gains. The full impact of the December service changes is expected to materialize in Spring 2025.*
- ***Revenue Efficiency Improvements:*** *Our strategic implementation of on-street driver reliefs has yielded significant operational benefits. While year-to-date and second-quarter revenue hours have increased, we've successfully reduced revenue miles. This optimization allows us to:*
  - > *Minimize operational costs*
  - > *Reallocate resources to service frequency expansion*
  - > *Enhanced overall operational efficiency*
- ***Via Metro Temporary Setback & Recovery:*** *Via Metro, the On-Demand service, experienced a brief ridership decline in November 2024 due to:*
  - > *Launch of a new booking app*
  - > *Temporary driver shortage*

  *Via responded by intensifying training and recruitment efforts in December 2024, improving service levels and ridership. Full recovery is anticipated by Spring 2025.*

## STANDARDIZED FIXED-ROUTE RIDERSHIP




### Fiscal Year Fixed-Route Ridership

**Actuals**

**FY19** = 35,874,800
Jul-Dec= 18,440,300

**FY20** = 29,733,900
Jul-Dec = 17,891,300

**FY21** = 16,971,000
Jul-Dec = 8,693,100

**FY22** = 18,156,000
Jul-Dec = 9,256,300

**FY23 =** 19,332,300
Jul-Dec= 9.790,600

**FY24** =19,481,000
Jul-Dec = 9,688,900

**YTD FY25**
10,463,700

*To ensure consistent month-to-month and seasonal comparisons, ridership is standardized by multiplying average weekday ridership by 20 and weekend (Saturday/Sunday) ridership by 4.*

*Fixed-route ridership figures—both standardized and actual—exclude MetroBus Special Service.*

*Ridership totals for FY23 and FY24 have been adjusted to account for the cyberattack, equipment malfunctions, and other technical outages.*

# Workforce Update | December 2024

## PERFORMANCE | Metro Transit Workforce At-A-Glance

### Sign-on and Retention Bonuses

- As of November 9th, Mechanics and Electricians are the only positions with a sign-on bonus.
- 77% of 2024 new hires eligible for the sign-on bonus are still employed, while 23% were separated without a payment.

### Status of Operations

| | |
|---|---|
| MetroBus | 1,050 (1.1%) of 96,881 scheduled trips were missed in December, with 405 (0.4%) due to workforce issues. |
| MetroLink | There was one (1) annulled trip in December 2024. |
| Call-A-Ride | Zero (0) denied boardings out of 42,513 trips requested in December. |

In December 2024, MetroBus missed 1.1% of all scheduled trips, as reported by Metro Operations in TroubleLog. 39% of these missed trips were workforce related. Service levels and bus routes were adjusted on December 2nd through the quarterly service change to improve coverage, frequency, and connections across the network. The volume of missed trips was highest (1.8%) during the afternoon peak (2pm-6pm), when it can be difficult to get all runs out on time due to peak vehicle requirements, staffing, and fleet shortages. Staff are monitoring late and missed trips in order to protect scheduled service on the routes and at times of day that carry the greatest number of riders.
Call-A-Ride service continues to demonstrate strong performance; there were no ADA or standard trip denials in December, despite the overall number of trips scheduled and fulfilled continuing to grow year-over-year.

### Recruitment Progress

- No new hires in the Bus, Van, LRV operator positions this month.
- Bus and Van Operator positions continue to exceed budget expectations, while Active MetroLink Operator positions are now 14.7% fewer than budgeted.
- Over the past 12 months, Van Operators have increased in headcount by over 45%; all three operator groups increased headcount by 15%.
- While MetroLink Operator shortage has increased for the second consecutive month starting in October, the position shortage is still below BSD's 12-month high (21.6%) in July 2024.

### Recruiting & Training Snapshot

| | Applications | Hires | Scheduled for Training | In Training | FY25 Grads |
|---|---|---|---|---|---|
| MetroBus Operators | 100 | 0 | 20 | 13 | 83 |
| MetroLink Operators | 0 | 0 | 0 | 0 | 16 |
| Call-A-Ride Operators | 134 | 0 | 12 | 11 | 76 |
| 1A Mechanics | 9 | 2 | 0 | 6 | 16 |
| Electro-Mechanics | 5 | 0 | 0 | 3 | 0 |
| Electricians | 16 | 0 | 0 | 5 | 2 |

### Staffing Levels

| | MetroBus Operators | MetroLink Operators | Call-A-Ride Operators | General - \Maintenance 1A Mechanics | Vehicle 1A Mechanics | MetroLink ElectroMechanics | Electricians |
|---|---|---|---|---|---|---|---|
| Budgeted Positions | 650 | 102 | 180 | 46 | 181 | 42 | 65 |
| Active Employees | 673 | 87 | 186 | 38 | 160 | 31 | 54 |
| Percent Shortage | (3.5%) | 14.7% | (3.3%) | 17.4% | 11.6% | 26.2% | 16.9% |