



Operations Committee

Open Meeting

Friday, January 24, 2025 at 8:30 am

Hybrid Meeting

211 North Broadway, 6th Floor

St. Louis, MO, 63102



Operations Committee - Open Meeting on January 24, 2025 at 8:30 am

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Moore
2. Roll Call		M. Bennett
3. Public Comment	Information	Chair Moore
4. Approval of Minutes of the October 18, 2024 - Operations Committee, Open Meeting	Approval	Chair Moore
A. Draft Minutes - October 18, 2024 - Operations Committee, Open Meeting - 4		
5. IDOT Intergovernmental Agreement for Southwestern Illinois (SWIL) Freight Railroad Network Analysis and Improvements Program	Approval	M. Lamie
A. Briefing Paper - 10		
B. Uniform Grant Agreement - 12		
C. Budget Template - 56		
6. Parkway Interlocking / Richmond Heights Turnout Design - Professional Engineering Services for Signal System Design	Approval	C. Poehler
A. Briefing Paper - 79		
7. Bus Air Purification System	Approval	T. Curran
A. Briefing Paper - 81		
8. Replacement of MetroLink Forest Park A & B Signal Houses at the Forest Park MetroLink Station	Approval	T. Curran
A. Briefing Paper - 83		
9. Contract Change Order – Communications Network East Cell Expansion	Approval	T. Curran
A. Briefing Paper - 84		
10. Contract Award – Public Safety & Security Services	Approval	K. Scott
A. Briefing Paper - 86		
11. Loop Trolley Services Agreement	Approval	T. Roach / G. Linhares
A. Briefing Paper - 88		
B. Extension of LTTDD-BSD Services Agreement - 90		
C. Current LTTDD-BSD Services Agreement - 95		
D. LTTDD Budget - 111		
12. 79th Street Retaining Wall Rehabilitation and Accompanying IGA	Approval	C. Poehler / T. Nittler
A. Briefing Paper - 120		
B. Draft IGA - 122		

C. Design Summary - 133

13. 24:1 Transportation Development District	Approval	J. Langa / B. Rogers
A. Briefing Paper - 135		
B. Petition for Creation of 24-1 TDD - 137		
14. Unscheduled Business	Information	Chair Moore
15. Operations Report	Information	C. Stewart
A. Operations Update - 155		
B. Workforce Update - 158		
16. President/CEO Report	Information	T. Roach
17. Call for the Dates of Future Board & Committee Meetings	Information	M. Bennett
18. Adjournment to Executive Session If such action is approved by a majority vote, the Committee may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1), Real Estate under §10.080(D)(2), and Personnel under §10.080(D)(3).	Approval	Chair Moore
19. Reconvene to the Open Meeting	Approval	Chair Moore
20. Adjournment	Approval	Chair Moore



**BI-STATE DEVELOPMENT
OPERATIONS COMMITTEE MEETING
OPEN SESSION MINUTES
(Hybrid Meeting)
October 18, 2024**

Immediately following Audit, Finance & Administration Committee Meeting

Operations Committee Members Participating

Debra Moore, Chair
Derrick Cox
Irma Golliday
Daniel Isom
Winston Calvert

Other Commissioners Participating

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

Staff participating

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
Crystal Messner, Chief Audit Executive
Charles Stewart, Executive Vice President, Chief Operating Officer Metro Transit
John Langa, Vice President Economic Development
Jeff Braun, Director of Real Estate
Chris Poehler, Vice President Capital Programs
Jessica Gershman, Assistant Executive Director-Planning & Systems

Others participating via Zoom

Ashley Yoch, ASL Interpreter
Heidi Cooke, ASL Interpreter

1. Open Session Call to Order

9:24 a.m. Chair, Debra Moore, called the Open Session of the Operations Committee Meeting to order at 9:24 a.m.

2. Roll Call

9:24 a.m. Roll call was taken, as noted above.

3. Public Comment

9:24 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 for today's meeting.

4. Approval of the Minutes of the August 16, 2024 - Operations Committee, Open Meeting

9:24 a.m. The minutes of the August 16, 2024, Operations Committee, Open Meeting, were provided in the Committee meeting materials for review. A motion to approve the minutes, as submitted, was made by Commissioner Golliday and seconded by Commissioner Simmons.

The motion passed unanimously.

5. Sole Source: Modernization of ESRA Circuit Boards

9:25 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into a contract with Knorr Brake Company, for replacement of the MB03 and MB04 circuit boards for our AC Light Rail Vehicle fleet, in the not-to-exceed amount of \$600,000. Thomas Curran, Executive Vice President-Administration, gave an overview of this item, noting that MetroTransit operates and maintains three fleets of AC Light Rail Vehicles (LRVs), and each of the LRVs contains one (1) MB03 circuit board and one (1) MB04 circuit board. He reported that, as part of Metro's Reliability Centered Maintenance (RCM) program, Metro plans on purchasing twenty-six (26) units each of the MB03 and MB04 modernized circuit boards to ensure continuous operation of the AC Light Rail Vehicles. Commissioner Simmons asked the life expectancy of the current circuit boards. Mr. Roach stated that, although the Agency will be replacing the light rail vehicles, the proposed braking system upgrades will help the Agency ensure the safety of the current vehicles, during that time gap.

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

The motion passed.

6. Contract Modification: Traction Power Substation Feeder Wire Rehabilitation Time Extension

9:30 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 request to authorize the President & CEO to execute a contract modification to Bi-State's existing contract with Wissehr Electrical Contractors, to adjust the project completion date to December 31, 2025, which includes a 60-day schedule contingency. Thomas Curran, Executive Vice President Administration, gave an overview of this item, noting that Bi-State Development issued Solicitation 24-SB-498377-DGR-MO-04 Traction Power Substation Feeder Wire Rehabilitation, and multiple competitive bids were received. He reported that on August 21, 2024, the contract award was made to Wissehr Electrical Contractors, with substantial completion anticipated by March 2025. Mr. Curran stated that Wissehr notified Metro during the Pre-Construction Kick-Off Meeting, that the lead time for the pad-mount switchgear exceeds the project target

completion date, and the contract substantial completion date would need to be extended. He noted that a time extension, contract modification beyond 180 days must be approved by the Board of Commissioners, in accordance with Board Policy Chapter 50.

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

The motion passed.

7. Contract Modification: Track Systems Upgrades Time Extension

9:32 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to execute a no-cost contract modification, to adjust the RailWorks contract completion date to August 25, 2025, which includes a 60-day schedule contingency. Thomas Curran, Executive Vice President-Administration, gave an overview of this item, noting that the Track System Upgrades Project primarily addresses rail maintenance needs to improve the condition of the MetroLink track system assets, which have been targeted for replacement in accordance with the Transit Asset Management (TAM) Plan. He reported that RailWorks Track Services' current period of performance expires on December 31, 2024, and the original scope of construction services cannot be completed within the remaining contract time, due to lead time for Gauge Widening Ties. Mr. Curran noted that a no-cost, time extension contract modification beyond 180 days must be approved by the Board of Commissioners, in accordance with Board Policy Chapter 50, and is necessary, due to design re-engineering and associated material manufacturing delivery dates.

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

The motion passed.

8. Contract Award: Gateway Arch Marketing Advertising Agency

9:35 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, a recommendation to authorize the President & CEO to enter into five-year contract for marketing and advertising services for the Gateway Arch & Riverboats, with Osborn & Barr Communications, in the amount of \$2,012,500, plus a 10% contingency of \$201,250, for a total amount not to exceed \$2,213,750. Thomas Curran, Executive Vice President Administration, gave an overview of this item, noting that on June 28, 2024, Bi-State Development (BSD) issued solicitation 25-RFP-527398-MD Gateway Arch Marketing Advertising Agency. The solicitation was issued to obtain proposals from qualified firms for a marketing and advertising agency that will develop and execute a comprehensive marketing strategy which will encompass brand management, visitor engagement, and tourism promotion initiatives for BSD tourism brand and Gateway Arch National Park (GANP) offerings. He noted that four (4) proposals were received and were reviewed, evaluated and scored in accordance with the technical evaluation requirements, specified in the solicitation package, and upon completion of the evaluation process, three (3) firms proceeded to the shortlist and presentations were conducted. Mr. Curran stated that management is recommending that the Agency enter into a contract with Osborn & Barr Communications for marketing and advertising services.

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

The motion passed.

9. MetroLink Green Line Memorandum of Agreement (MOA)

9:37 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 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 a follow-up to the original MOA with the City of St. Louis. He noted that the new MOA is in response to the fact that the Board of Aldermen of the City appropriated fund from the Economic Development Tax Trust Fund, in Ordinance 71846, towards the Green Line, and the future use of those funds must be memorialized in an additional MOA between the City and BSD. It was noted that adopting this MOA will enable BSD to move more readily into future phases of the project, and will show the Federal Transit Administration (FTA) that both the City and BSD have demonstrated further commitment to the project. Mr. Roach noted that over 40 meetings have been held, and outreach continues. He stated that the Agency may receive pushback from some residents of the neighboring area; however, currently the discussions have gone quite well. He also noted that the Agency has received favorable responses from both Federal and Kansas City FTA.

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

The motion passed.

10. December 2024 Service Change and Planning Update

9:41 a.m. A briefing paper was included in the meeting materials, present to the Operations Committee, an overview of the upcoming service change in December 2024, and to report on the status of Metro's work to develop and implement a strategic transit service update. The material was presented for informational purposes, outlining the structure and principles of strategic transit service planning for our region, and their application through upcoming service changes. Jessica Gershman, Assistant Executive Director, Planning & System Development, gave an overview of this item, reviewing proposed service changes for December 2024. Commissioner Simmons asked if the changes include any service changes in Illinois. Ms. Gershman stated that this includes five (5) changes in Illinois, and staff has worked with Mr. Ken Sharkey regarding the proposed changes.

This item was presented as information only, and no action of the Board was required.

11. Unscheduled Business

9:45 a.m. There was no unscheduled business.

12. Operations Report

9:45 a.m. An operations report for Metro Transit was included in the Committee packet. Charles Stewart, Executive Vice President and Chief Operating Officer of Metro Transit, provided a summary of the report for the Committee. He provided a current workforce update and reference the proposed service changes for December, that were included in the previous report by Jessica Gershman. Mr. Stewart provided a Call-A-Ride update, noting that rides are up from 5,000 rides per week to 8,000 rides per week, with a current zero percent (0%) denial rate, which the Agency is working to maintain. He also noted recent updates to the phone system and software updates. Commissioner Moore thanked Mr. Stewart his hard work, and that of his staff.

13. President/CEO Report

9:56 a.m. Bi-State Development President/CEO Taulby Roach addressed the Committee, reiterating that MetroTransit has maintained a zero percent denial rate for the past two weeks, with an increase from 5,000 rides per week to 8,000 rides per week. He noted that although employment numbers are up, there is still a need for mechanics, and the \$5,000 sign-on bonus is still in place.

Mr. Roach noted that the Agency has been working to minimize the number of items that are placed on the agendas for Executive Session, and stated that is glad to see that we are getting this done.

14. Call of Dates for Future Board and Committee Meetings

9:58 a.m. Myra Bennett, Manager of Board Administration, advised the Board of Commissioners of the following upcoming meetings:

Board of Commissioners Meeting (last scheduled meeting for the year)	Friday, November 15, 2024	8:30 AM
Safety & Security Committee Meeting	Thursday, January 9, 2025	8:30 AM
Operations Committee Meeting	Friday, January 24, 2025	8:30 AM
Audit, Finance & Administration Committee	Friday, January 24, 2025	Following OPS

15. Adjournment to Executive Session

9:58 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 and (D) (2) – Real Estate. The motion was made by Commissioner Johnson, and was seconded by Commissioner Beach.

A roll call vote was taken as follows:

Nate Johnson – Yea
Daniel Isom – Yea
Winston Calvert – Yea

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

The motion passed unanimously, and the Committee moved into Executive Session at 10:00 a.m.

16. Reconvene to the Open Meeting

10:07 a.m. Chair Moore stated that the Committee has reconvened to the Open Meeting.

A motion to approve the minutes from the August 16, 2024, Operations Committee, Executive Session, as a closed record, was made by Commissioner Beach, and was seconded by Commissioner Golliday.

A roll call vote was taken as follows:

Nate Johnson – Yea
Daniel Isom – Yea
Winston Calvert – Yea

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

The motion passed unanimously.

A motion to accept the 2024 Annual Surplus Property Holdings report and refer it to the Board of Commissioners for approval, was made by Commissioner Johnson, and was seconded by Commissioner Beach.

A roll call vote was taken as follows:

Nate Johnson – Yea
Daniel Isom – Yea
Winston Calvert – Yea

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

The motion passed unanimously.

17. Adjournment

10:09 a.m. Chair Moore asked if there was any further business, and being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Isom. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 10:09 a.m.

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
January 24, 2025**

From: Mary Lamie, Executive Vice President, Multi-Modal Enterprises
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 Operations Committee for review, and referral 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 expires 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.

Committee Action Requested:

Management recommends that the Committee accept, and forward Board of Commissioners for approval, an authorization for the President and CEO to enter into an intergovernmental agreement with IDOT. (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.

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

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 First Other Approver, if Applicable

Date: _____

Printed Name: Michael S. Prater

Printed Title: Chief Counsel

By: _____

Signature of Authorized Representative, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Email: _____

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

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 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 at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

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

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

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

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

(s) **Federal Funding Accountability and Transparency Act of 2006.** 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 CFR 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.AuditReview@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 [III. 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 from 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 expiration, 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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 statutes, 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 it 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 (OMB) (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. 470;

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 OMB 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	
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)		\$	600,000.00
MUST EQUAL REVENUE TOTALS ABOVE			

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 your 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 of 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 %: <input type="text"/>		
Base: <input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)		\$ <input type="text"/>
MUST EQUAL REVENUE TOTALS ABOVE		



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

UEI Number : X6YSAYJY22Q4

NOFO Number: 25-1439-01

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.

Institution/Organization Name:

Executive VP and Chief Financial Officer

Title (Chief Financial Officer or equivalent):

Tammy L. Fulbright

Printed Name (Chief Financial Officer or equivalent):

Tammy L. Fulbright

Digital signature details:
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

Signature (Chief Financial Officer or equivalent):

September 25, 2024

Date of Execution (Chief Financial Officer):

Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Inc.

Institution/Organization Name:

Executive Director Multimodal Enterprises

Title (Executive Director or equivalent):

Mary C. Lamie

Printed Name (Executive Director or equivalent):

Mary C. Lamie

Digital signature details:
Digitally signed by Mary C. Lamie
DN: OU=Executive VP Multimodal Enterprises, O=Bi-State Development Agency, CN=Mary C. Lamie, E=MC.Lamie@TheFlightway.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 (Executive Director or equivalent):

September 26, 2024

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): N/A	Award Amount: \$600,000.00	Project Period: From: 01/01/2025	Project Period: To: 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:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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	
State Total						Delete	
NOT APPLICABLE	NOT APPLICABLE			%		Add	
Non-State Total						Delete	
Total Fringe Benefits							

Fringe Benefits Narrative (State):

NOT APPLICABLE

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

NOT APPLICABLE



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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	
				State Total	Delete	
NOT APPLICABLE					Add	
				Non-State Total	Delete	
				Total Equipment		

Equipment Narrative (State):

NOT APPLICABLE

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

NOT APPLICABLE



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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				



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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	
State Total				Delete	
NOT APPLICABLE	NOT APPLICABLE			Add	
Non-State Total				Delete	
Total Construction					

Construction Narrative (State):

NOT APPLICABLE

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

NOT APPLICABLE



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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](#)



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

Program Approval Name

Lindy Austin

Fiscal & Administrative Approval Name

Adam Gabany

Program Approval Signature

Lindy Austin

Fiscal & Administrative Approval Signature

Digitally signed by Adam Gabany
Date: 2024.09.24 08:48:21 -05'00'

Digitally signed by Lindy Austin
Date: 2024.09.26 10:08:05 -05'00'

September 24, 2024

Date

October 8, 2024

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.

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
January 24, 2025**

From: Charles Stewart, Executive Vice President and Chief Operating Officer - Metro Transit
Subject: **Parkway Interlocking / Richmond Heights Turnout Design**
Professional Engineering Services for Signal System Design and Services During Construction
Disposition: Sole Source Contract Approval
Presentation: Christopher Poehler - Vice President, Capital Programs

Objective :

To present to the Operations Committee for discussion, and referral 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

Bi-State Development Agency

Operations Committee

Open Session Agenda Item

Sole Source Contract Approval - Parkway Interlocking / Richmond Heights Turnout Design Services

Professional Engineering Services for Signal Design and Design Services During Construction

January 24, 2025

Page 2

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.

Committee Action Requested:

Management recommends that the Operations Committee accept, and forward 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, 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.

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
January 24, 2025**

From: Charles Stewart, Exec. Vice President and Chief Operating Officer – Metro Transit
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 Operations Committee, for discussion and referral 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.

Committee Action Requested:

Management recommends that the Operations Committee accept and forward to the Board of Commissioners for final approval this request that the President & CEO be authorized 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.

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
January 24, 2025**

From: Charles A. Stewart, EVP & Chief Operating Officer – Metro Transit
Subject: **Sole Source Contracts – Replacement of MetroLink Forest Park A & B Signal Houses at the Forest Park MetroLink Station**
Disposition: Information
Presentation: Thomas Curran, Executive Vice President – Administration
Charles A. Stewart, EVP & Chief Operating Officer – Metro Transit

Objective:

To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request to authorize the President 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.

Committee Action Requested:

Management recommends that the Operations Committee approve, and forward to the Board of Commissioners for final approval, this request for 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.

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
January 24, 2025**

From: Charles A. Stewart, EVP and Chief Operating Officer - Metro Transit
Subject: **Contract Change Order – Communications Network East Cell Expansion**
Disposition: Approval
Presentation: Thomas P. Curran, Executive Vice President – Administration

Objective:

To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request for approval of 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.

Bi-State Development Agency
Operations Committee
Open Session Agenda Item
Expansion of BSDA Communications Network East Cell
January 24, 2025
Page 2

Committee Action Requested:

Management recommends that the Operations Committee accept, and forward 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 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).

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
January 24, 2025**

From: Kevin Scott, General Manager – Security
Subject: **Contract Award – 25-RFP-545365-TJL Public Safety & Security Services**
Disposition: Approval
Presentation: Kevin Scott, General Manager - Security

Objective:

To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into 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 Securing 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%	

Bi-State Development Agency
Operations Committee
Open Session Agenda Item
Contract Award: Public Safety & Security Services
January 24, 2025
Page 2

Committee Action Requested:

Management recommends that the Operations Committee accept, and forward to the Board of Commissioners for final approval, this 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.**

Funding Source:

Funding will be provided through the operating budget.

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
January 24, 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 Bi-State Development (**BSD**) Operations Committee (**Committee**) review, and forward to the Board of Commissioners for approval, an extension of the operating agreement between BSD and the Loop Trolley Transportation Development District (LTDD) through 2028, with the option of further renewals 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.

Committee Action Requested:

Management recommends the Bi-State Development (**BSD**) Operations Committee (**Committee**) accept, and forward to the BSD Board of Commissioners for approval, a recommendation that BSD 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***

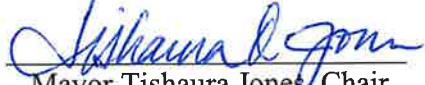
Asset Management Plan; and (5) National Transit Database Safety, Transit Asset Management, and Security data. The Parties acknowledge and agree that the Agency shall provide such reports to the TDD's Accountable Executive and the Accountable Executive shall submit such reports to the FTA as necessary.”

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 METROPOLITAN 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-transferable 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 endorsed 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 forth 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: 31 U.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

LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT

2025 Original Budget

	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

LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT

2025 Original Budget

	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	<u>1,297</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>50,000</u>
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	<u>-</u>	<u>-</u>	<u>250,000</u>	<u>250,000</u>	<u>1,193,880</u>
Total expenditures	<u>1,370,857</u>	<u>1,614,000</u>	<u>1,089,230</u>	<u>1,088,248</u>	<u>2,327,680</u>
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

LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT

2025 Original Budget

	<u>Actual</u> <u>2023</u>	<u>Original Budget</u> <u>2024</u>	<u>Final Budget</u> <u>2024</u>	<u>Actual (A)</u> <u>2024</u>	<u>Original Budget</u> <u>2025</u>
FUND BALANCES SUMMARY					
Nonspendable	\$ 448,426	1,006,456	231,096	231,396	202,016
Unassigned					
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 (see page 4). 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)

LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT

2025 Original Budget

Summary of BSD - Metro Transit Estimated System Contract Operator Costs:

	Operating Year	
	2024	2025
	Actual	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	<u>860,109</u>	<u>956,704</u>
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
	<u>-</u>	<u>852,251</u>
Payments to system contract operator	<u>(616,931)</u>	<u>(1,500,000)</u>
Remaining obligation carryforward	<u>\$ 243,178</u>	<u>\$ 552,133</u>

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/dining 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.

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
January 24, 2025**

From: Taulby Roach, President and CEO
Subject: **79th Street Retaining Wall Rehabilitation and Accompanying IGA**
Disposition: Approval
Presentation: Chris Poehler, Vice President - Capital Projects

Objective:

Request that the Bi-State Development (**BSD**) Operations Committee (**Committee**) accept, and recommend to the Board of Commissioners for approval, 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.

Committee Action Requested:

Management recommends the Bi-State Development (**BSD**) Operations Committee (**Committee**) accept, and forward to the BSD Board of Commissioners for final approval, a recommendation that the President and CEO be authorized 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 January, 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 HIGHWAY DEPARTMENT, a political subdivision of the State of Illinois ("HIGHWAY DEPT.") and ILLINOIS AMERICAN WATER COMPANY, a __ ("ILAW") (METRO, HIGHWAY DEPT. 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 HIGHWAY DEPT. 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, at ILAW’s expense, shall complete the Utility Relocation in accordance with the plans and specifications approved by the HIGHWAY DEPT. and in accordance with all applicable laws, regulations and required permits, and all Utility Relocation work shall be performed in a good and workmanlike manner at the sole risk and expense of ILAW.

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, at its sole cost and expense, 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 HIGHWAY DEPT. as an additional insured. ILAW shall provide the HIGHWAY DEPT. with a Certificate of Insurance evidencing such insurance coverage prior to performing any work and at any time upon the request of the HIGHWAY DEPT.

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. All Project work shall be performed in a good and workmanlike manner at the sole risk and expense of Metro.

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.

c. Metro, at its sole cost and expense, shall maintain all HIGHWAY DEPT. 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 HIGHWAY DEPT. as an additional insured. Metro shall provide the HIGHWAY DEPT. with a Certificate of Insurance evidencing such insurance coverage prior to performing any work and at any time upon the request of the HIGHWAY DEPT.

4. **Indemnification.**

a. To the extent permissible by law, ILAW shall indemnify and hold the HIGHWAY DEPT. harmless from any and all liability, loss or damage the HIGHWAY DEPT. may suffer as a result of claims, demands, costs or judgments against it arising out of ILAW's performance of this Agreement.

b. To the extent permissible by law, Metro shall indemnify and hold the HIGHWAY DEPT. harmless from any and all liability, loss or damage the HIGHWAY DEPT. 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 Highway
Department: _____

Attn: _____

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

By: _____
Taulby Roach, President and CEO

ILAW

ILLINOIS AMERICAN WATER COMPANY

By: _____

HIGHWAY DEPT.

ST. CLAIR COUNTY, ILLINOIS HIGHWAY DEPT.

By: _____

Exhibit A
79TH STREET PROPERTY

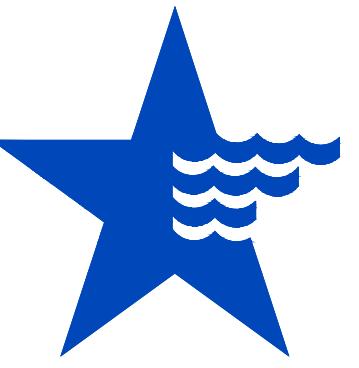
Exhibit B

PLANS FOR THE RETAINING WALL REPLACEMENT PROJECT

Exhibit C
PLANS FOR THE UTILITY RELOCATION WORK

Exhibit D
ILAW INSURANCE

Exhibit E
METRO INSURANCE



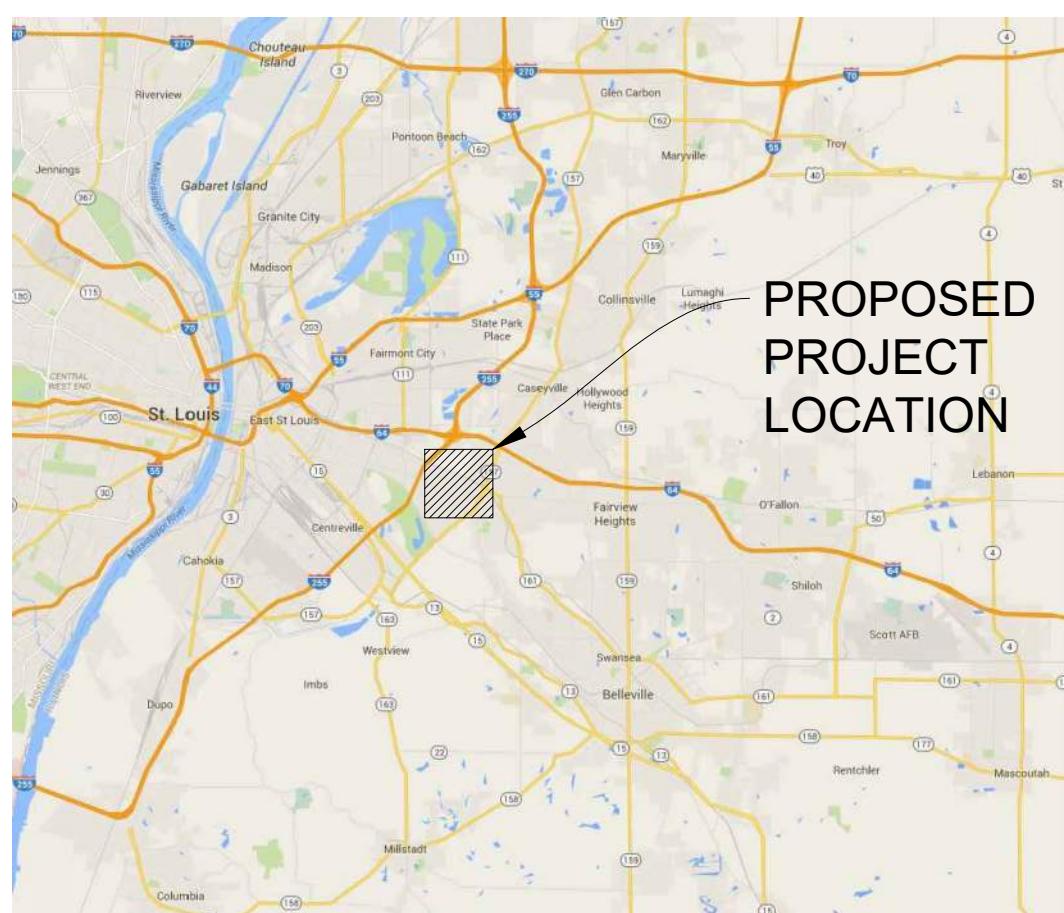
ILLINOIS AMERICAN WATER

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

WATER MAIN RELOCATION ST. CLAIR AVENUE - METROLINK - 79TH STREET CONNECTION ILLINOIS AMERICAN WATER INTERURBAN DISTRICT



SITE MAP

OWNER



100 NORTH WATERWORKS DRIVE
BELLEVILLE, ILLINOIS 62223
PHONE: 618.239.3245
WWW.AMWATER.COM
CONTACT: MICHAEL GREGG, PE

ENGINEER / SURVEYOR



1500 EASTPORT PLAZA DRIVE, SUITE 200
COLLINSVILLE, ILLINOIS 62234
PHONE: 618.345.8918
WWW.VOLKERT.COM
CONTACT: JOSEPH HEMPHILL, PE

INDEX OF DRAWINGS

	SHEET	DESCRIPTION
•	C0.00	COVER
•	C0.10	GENERAL NOTES & SYMBOLS LEGEND
•	C1.00	EXISTING CONDITIONS/REMOVAL PLAN
•	C2.00	PLAN & PROFILE
•	C3.00 - C3.03	DETAILS
•	C4.00 - C4.02	TRAFFIC CONTROL SHEETS

SIGNATURE
LICENSE #062-067480
LICENSE EXPIRES 11.30.2025
JOSEPH R HEMPHILL, PE, VOLKERT, INC

DATE



VOLKERT

COVER SHEET
METROLINK - ST. CLAIR AVENUE
TRANSMISSION RELOCATION PROJECT
ILLINOIS AMERICAN WATER COMPANY

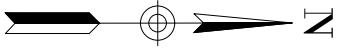
DRAWN BY:	CTR
APPROVED BY:	JRH
DESIGN PROJ.:	METROLINK
DATE:	11-14-2023
DRAWING NO.:	CO.00
SHEET NO.:	1 of 11



DATE: 1/30/24
DESCRIPTION: IEPA SUBMITTAL DOCUMENTS

BY:

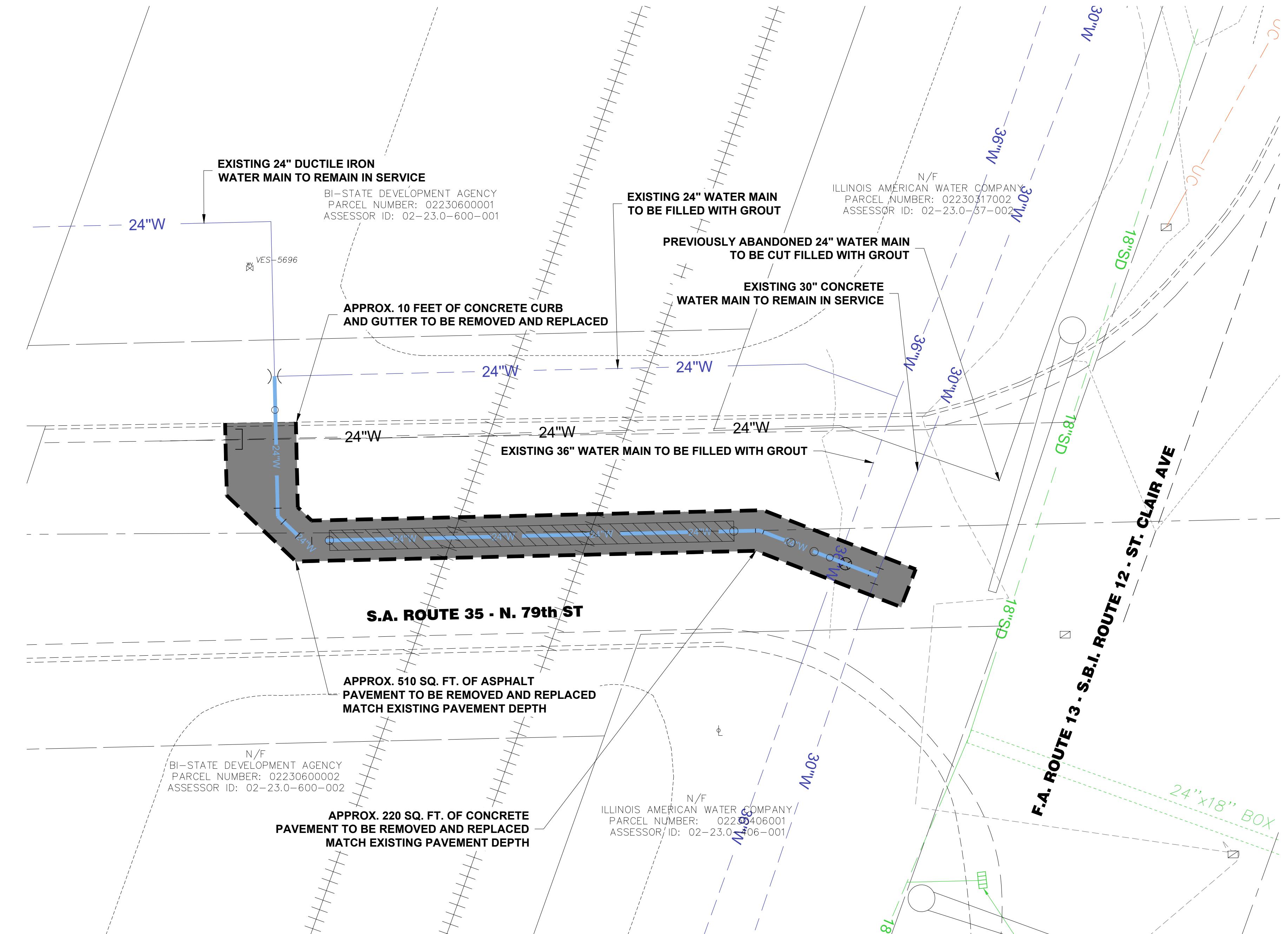
1500 EASTPORT PLAZA DRIVE, SUITE 200
COLLINSVILLE, ILLINOIS 62234
PHONE: 618.345.8918
CONTACT: JOSEPH HEMPHILL, PE



ANY STOPLIGHT DETECTOR LOOPS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY AN IDOT APPROVED ELECTRICAL CONTRACTOR.



illinois1call.com



LEGEND

**LIMITS OF PAVEMENT/ROADWAY REMOVAL.
(ASPHALT, CONCRETE, BRICK, OIL & CHIP)
SAWCUT TO PROVIDE CLEAN EDGE FOR RESTORATION**

PROPOSED SAWCUT



A horizontal graphic scale bar with numerical markings at 0, 10, 20, and 30. The segment between 0 and 10 is divided into two equal black segments and two equal white segments. The segment between 10 and 20 is entirely black. The segment between 20 and 30 is divided into two equal black segments and two equal white segments.

0 10 20 30

GRAPHIC SCALE IN FEET

#	DATE	DESCRIPTION	BY
	1/30/24	IEPA SUBMITTAL DOCUMENTS	
EXISTING CONDITIONS / REMOVAL PLAN METROLINK - ST. CLAIR AVENUE TRANSMISSION RELOCATION PROJECT ILLINOIS AMERICAN WATER COMPANY			
			
DRAWN BY: CTR APPROVED BY: JRH DESIGN PROJ: METROLINK DATE: 11-14-2023 DRAWING NO: C1.00 SHEET NO: 3 of 11			

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
January 24, 2025**

From: John Langa, Vice President, Economic Development
Subject: **24:1 Transportation Development District**
Disposition: Approval
Presentation: Taulby Roach, President and CEO
John Langa, Vice President – Economic Development
Bryan Rogers, Director - Long-Range Planning

Objective:

To request that the Bi-State Development (**BSD**) Operations Committee (**Committee**) recommend to the BSD Board that BSD be authorized 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.

Committee Action Requested:

Management requests that the Committee recommend that the Bi-State Development (**BSD**) Board 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.

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.
AND)
VILLAGE OF UPLANDS PARK, MISSOURI, a village,) Division No.
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)

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

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

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**").

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.

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

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

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.

EXHIBIT C
MAP DEPICTING BOUNDARIES OF THE PROPOSED DISTRICT

The boundaries of the proposed District are outlined as shown on the map below.

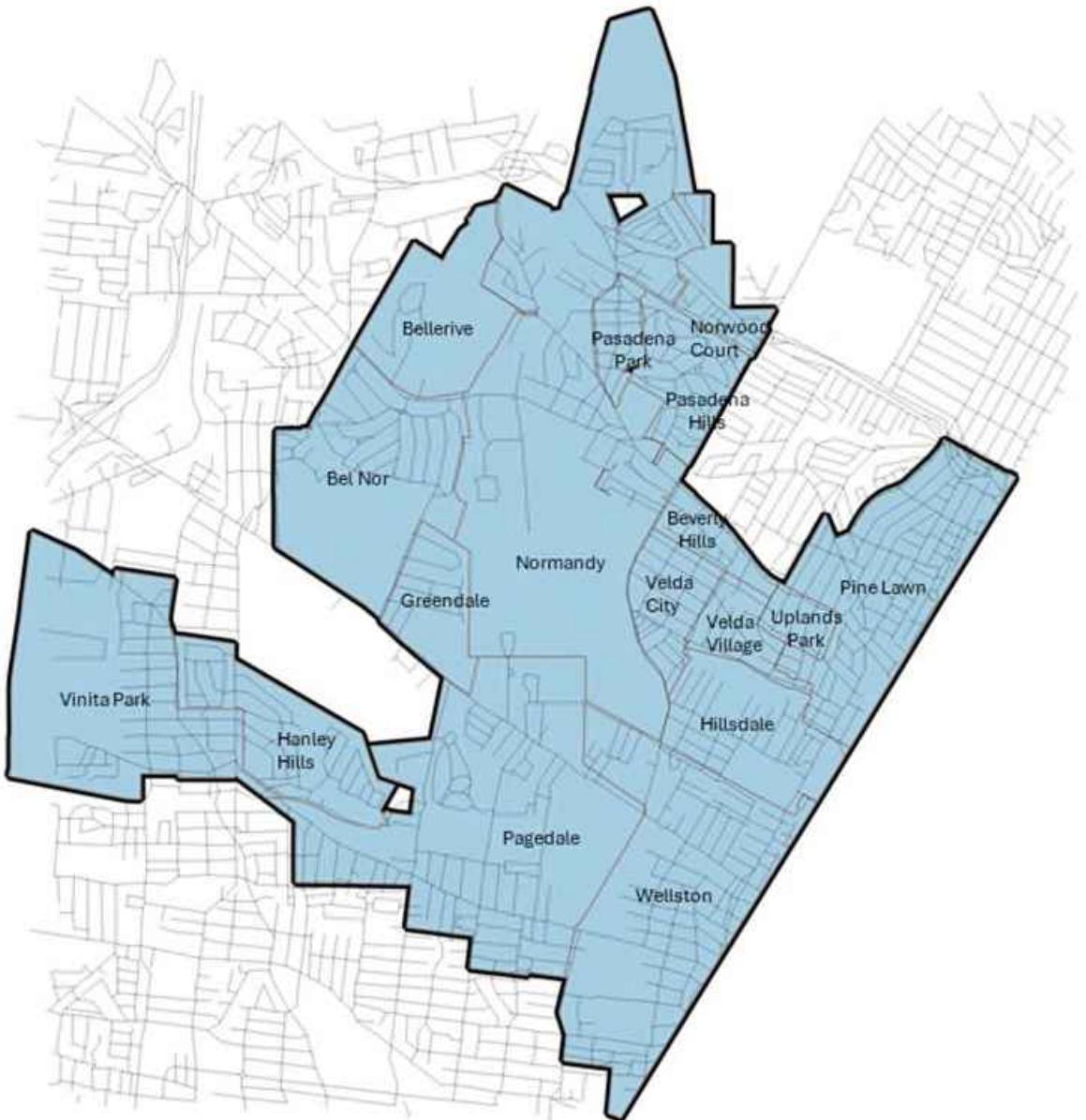


EXHIBIT D

TERM SHEET

(Attached hereto.)

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.

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.

Operations Update | July – November 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."

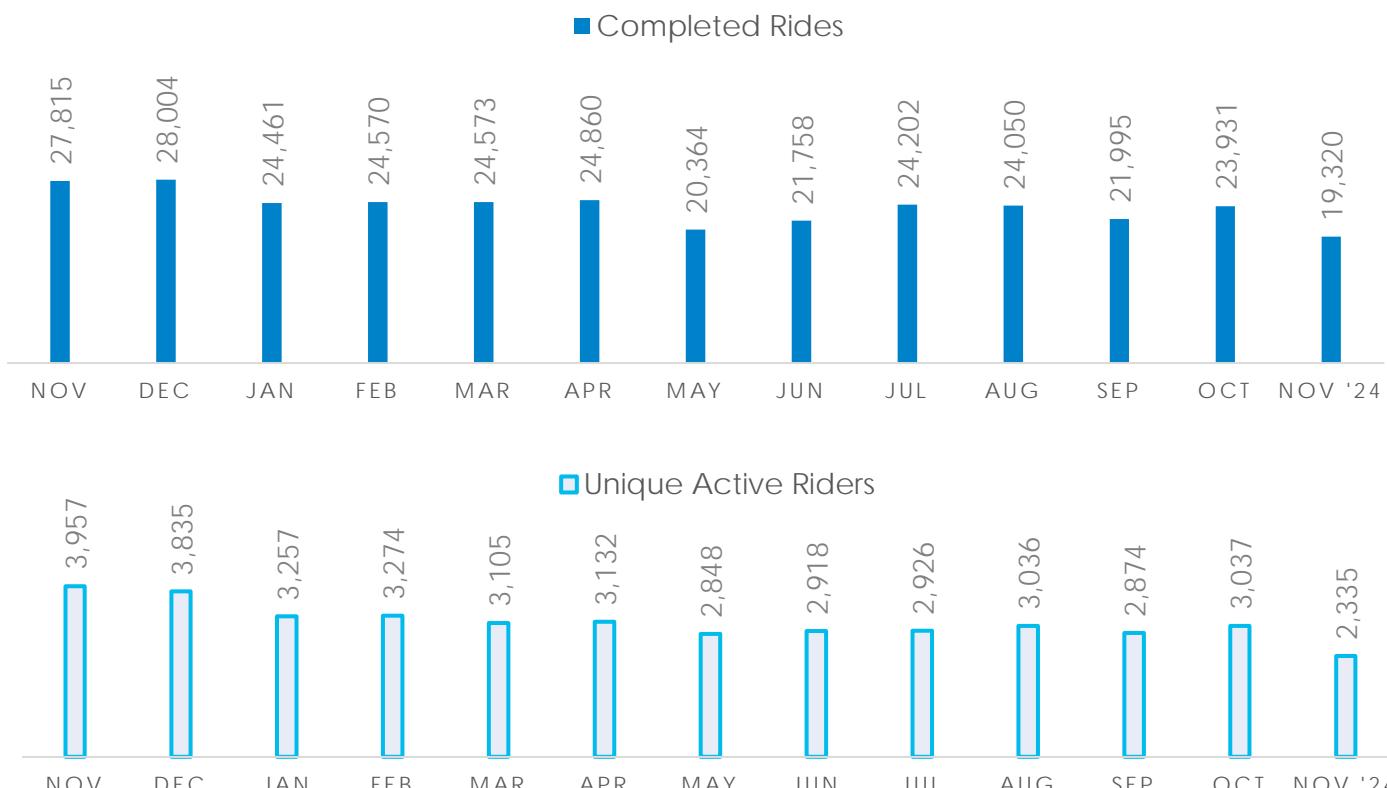
Chuck Stewart
Executive Vice President, Chief Operating Officer, Metro Transit

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	5,631,700	5.0%	3,297,900	6.4%	164,400	36%
	Q2	2,270,800	6.9%	1,266,900	2.1%	69,480	44%
Missouri Ridership	YTD	4,799,134	5.2%	2,605,100	6.6%	164,400	36%
	Q2	1,937,220	7.6%	1,011,200	2.9%	69,480	44%
Illinois Ridership	YTD	832,554	3.8%	692,800	5.6%		
	Q2	333,584	3.0%	255,700	(-0.7%)		
Revenue Miles	YTD	5,462,200	13%	1,052,900	(-2.4%)	1,699,561	35%
	Q2	2,187,500	13%	404,900	(-3.5%)	719,688	41%
Revenue Hours	YTD	399,150	16%	46,500	(-1.7%)	105,135	42%
	Q2	159,850	18%	18,100	(-1.6%)	45,352	50%
On-Time Performance	YTD	84.9%	1.4%	96.7%	1.8%	93.5%	0.8%
	Q2	85.1%	0.7%	95.2%	0.5%	93.4%	0.8%

Call-A-Ride Passenger Trip Requests, November, 2024

Passenger Trip Requests	# of Trips	Percent of Trip Requests
Scheduled and Made	32,773	77.85%
Cancelled by Passenger	7,438	17.67%
No-Shows + Late Cancels	1,230	2.92%
Missed Trips	87	0.21%
Van Unavailable – ADA Rider Capacity Denial	1	0.0%
Van Unavailable – Same-Day Capacity Denial	3	0.01%
Van Available – Adversarial Denial	511	1.21%
Eligibility, Beyond Hours or Boundaries	52	0.12%
Former ADA Denial	3	0.01%
Total Trip Requests	42,098	100%

Via Metro STL, Last 12 Months



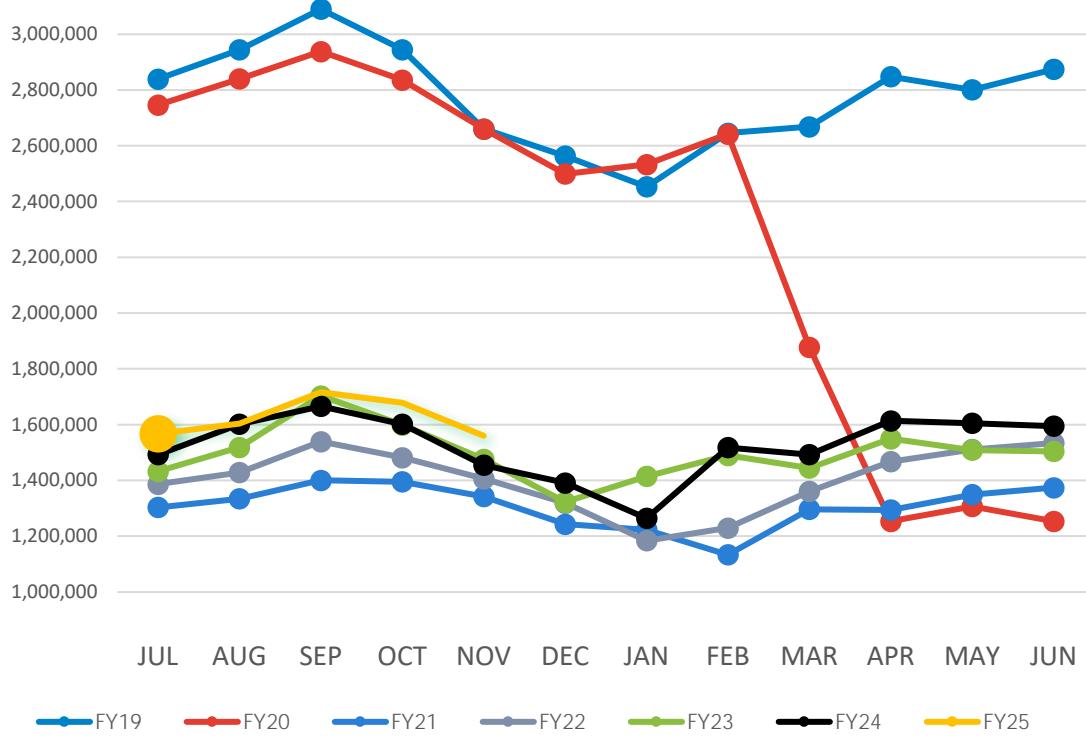
Service Performance Summary



- November Ridership Gains:** Average weekday ridership increased by 3.9% on MetroBus and 2.9% on MetroLink year-over-year, demonstrating continued public demand for these services. However, overall gains were affected by significant disruptions and ongoing maintenance. Flooding on Election Day prevented dispatching from the Brentwood Facility, and a weekend along with a Monday of MetroLink station closures for bridge and tunnel work resulted in the replacement of core service with shuttle buses, particularly impacting Illinois riders. Additionally, the month had one fewer weekday and one extra Saturday compared to last year, which saw boosted weekend figures due to a Metallica concert. Despite these challenges, November's growth—especially on weekdays—indicates a positive recovery trend.

- Adjusted FY23 MetroLink Boardings:** A shift in revenue hours compared to revenue miles highlights the benefits of on-street driver reliefs. Metro reduces revenue hours and associated costs by avoiding the need for operators to return to facilities for shift changes, freeing resources for service expansion and more efficient operations.
- Technology Update on On-Demand Service:** Via Metro, STL experienced a decline in completed rides and unique riders in November compared to the previous month. This was primarily due to a back-end software update and the launch of a new booking app. A temporary slowdown in hiring qualified drivers also contributed to longer wait times. However, Via has increased its recruitment and training efforts to address these challenges and service levels and ridership are expected to recover in the coming months.

STANDARDIZED FIXED-ROUTE RIDERSHIP TRENDS



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.

Fiscal Year Fixed-Route Ridership

Actuals

FY19 = 35,874,800
Jul-Nov = 15,701,100

FY20 = 29,733,900
Jul-Nov = 15,196,200

FY21 = 16,971,000
Jul-Nov = 7,325,200

FY22 = 18,156,000
Jul-Nov = 7,822,200

FY23 = 19,332,300
Jul-Nov = 8,351,500

FY24 = 19,481,000
Jul-Nov = 8,197,400

YTD FY25
8,929,550

Sign-on and Retention Bonuses

- As of November 9th, Mechanics and Electricians are the only positions with a sign-on bonus.
- 76% of 2024 new hires eligible for the sign-on bonus are still employed, while 24% were separated without a payment.

Recruitment Progress

- 10 Bus Apprentices were hired in November. Our next class will be on January 6th, 2025.
- 17 Van Apprentices were hired in November. Our next class will be on January 6th, 2025.
- All 3 Operator positions are within 10% of the budget, with both Bus and Van Operators exceeding budget levels for this fiscal year.
- Over the past 12 months, Van Operators have increased in headcount by over 56%; all three operator groups increased headcount by 13%.
- While MetroLink Operator shortage slightly increased from October; the position has reduced shortage from 21.6% in July to 9.8% in November.

Status of Operations

MetroBus	1,312 of 91,055 (1.4%) missed trips in November, with 588 (0.6%) due to workforce shortage.
MetroLink	There were "0" annulled trips in November 2024.
Call-A-Ride	One denied boardings out of 42,098 trips requested in November.

While we are still working to address the prolonged mechanic shortage and increasing demand for MetroBus fleet repairs, the September service level adjustments continue to improve trends in "Out Late" and "Not Out" buses. The afternoon peak volume of missed trips was reduced from 2.2% in October to 2.1% in November. Staff continue to monitor 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. Even while Call-A-Ride scheduled trips have increased, recent service improvements to this program continue to result in decreased ADA rider denials and only one November passenger trip request denial.

Recruiting & Training Snapshot

	Applications	Hires	Scheduled for Training	In Training	FY25 Grads
MetroBus Operators	120	10	10	23	60
MetroLink Operators	0	0	0	0	16
Call-A-Ride Operators	343	17	7	20	64
1A Mechanics	15	0	0	0	16
Electro-Mechanics	7	0	0	3	0
Electricians	23	1	0	4	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	655	92	192	38	160	32	51
Percent Shortage	(0.8%)	9.8%	(6.7%)	17.4%	11.6%	23.8%	21.5%