

**FIRST ADDENDUM TO THE RFP FOR
INSURANCE BROKERAGE SERVICES
AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

January 31, 2024

Dear Prospective Bidders:

Attached is the “**First Addendum**” to the Request For Proposals for **Insurance Brokerage Services** at St. Louis Lambert International Airport dated December 28, 2023, (**RFP**). This First Addendum is being issued to:

1. Revise the Proposal Due Date to February 15, 2024 at 2 PM.
2. Provide proposers with a copy of the Pre-Bid Zoom Meeting Sign In Sheet incorporated herein and attached hereto as Attachment 1 of this First Addendum.
3. Answer proposers’ questions. (See also Attachments 2 through 6).
4. Provide proposers with a copy of the current agreement (see Attachment 7) and Briefing Paper (see Attachment 8).

The City of St. Louis Airport Authority (“Authority”) reserves the right to reject any and all Proposals, to advertise for new Proposals, to cancel this RFP, and/or proceed to have the services performed otherwise. The submission of a Proposal by a Proposer will not in any way commit the City of St. Louis or the Authority to enter into an Agreement with that Proposer or any other Proposer.

All other terms, conditions, and provisions of the RFP not inconsistent with this First Addendum are unchanged and remain in full force and effect.

Sincerely,



Delia Cummings
Contract Compliance Officer

QUESTIONS AND RESPONSES

- Q1. What is the reporting structure? Does Risk Management report to Compliance, Human Resources, Finance, Legal or another area?
- R1. The Risk Manager position is part of the Properties Department and is a direct report to the Properties Department Division Manager. Ultimately this department is under Finance Department; Deputy Director of Finance and Accounting.
- Q2. Is there a TPA (third party administrator) involved in the handling and administration of claims? If so, which lines?
- R2. The Risk Manager is the direct handler of all claims that fall under the Airport Authority Insurance programs. There is no third party administrator for any coverage we have. The Risk Manager role is to report the claim to the carrier in a timely manner, provide relevant documentation, associate and assist with the defense of the Airport Authority.
- Q3. Has STL had any cyber breach or cyber claim in the last three years?
- R3. No
- Q4. Are analytics used by the incumbent and STL I optimizing program structures such as retention, deductibles and limits?
- R4. Much of our insurance limits and structure is as much market driven as well as the risk tolerance, financial risk, the Airport Authority is willing to take under its budget. There are limits that we have in place that have existed for years. As a public Entity we have to post our budget in advance of the fiscal year which runs from June until June. As noted in the discussion, our insurance program is subject to review by executive management, then goes to Airport Commission for approval. Since Airport Commission is the first Wednesday of every month, we have to be able to present quotes for our insurance programs 40-45 days out from the inception date of a new policy. We need insurance cost estimates by February for our March 15 policies, Crime and Cyber Liability, with presentation at March Airport Commission and Mid-August for the September Airport Commission for approval of policies, Fine Arts, Property, Boiler and Machinery, Aviation Liability, Public Officials, Auto and Equipment; that incept as of October 1.
- Q5. How is St. Louis Lambert International Airport currently addressing FAA Part 139, including SMS requirements?
- R5. The Risk Manager position at St. Louis Lambert International Airport is management of the insurance programs. The Risk Manager position is part of the Properties Department and is a direct report to the Properties Department Division Manager. Ultimately this department is under Finance Department; Deputy Director of Finance and Accounting.

The Risk Manager is the direct handler of all claims that fall under the Airport Authority Insurance programs. There is no third party administrator for any coverage we have. The Risk Manager role is to report the claim to the carrier in a timely manner, provide relevant documentation, associate and assist with the defense of the Airport Authority.

The FAA, Federal Aviation Administration; requires a formal Safety Management Systems Policy, submitted for review by the FAA by the Operations Department of the Airport.

SMS ensures safety in air transportation by helping airports proactively identify and mitigate hazards, thereby reducing the possibility or recurrence of air transportation accidents and hazards. The SMS policy is for Airside operations; runways and taxiways. It does not touch on the public space of the Airport.

- Q6. Who is the current Insurance Brokerage Services Consultant for St. Louis Lambert International Airport (STL)? How many years has STL worked with the current Insurance Broker/Consultant(s)?
- R6. Arthur J. Gallagher has been the successful bidder to become the Broker of Record for St. Louis Lambert International Airport for three, 3-year contract periods starting in 2015.
- Q7. Who are the current certified MBE and WBE sub-consultants engaged by your Insurance Broker to achieve the MBE and WBE requirements for the Scope of Work and services outlined under this RFP? How many years has STL worked with the current MBE / WBE firm(s)?
- R7. Richard Gaines and Dorothy White Coleman are the current MBE/WBE participants in contract with Gallagher, and have been since 2015.
- Q8. What is the Scope of Work that has been performed by the incumbent MBE and WBE sub-consultants, respectively, in the past 3 years?
- R8. Consultants during the renewal process. They are present during the presentation to Airport Commission. We would not be aware of direct communications between parties.
- Q9. What is the current Annual Fee/Price, including hourly rates, and charges, that STL pays its current broker/ consultant? What was the total broker fee/price paid for each of the prior three contract years? Is there any insurance commission paid to the broker/consultant(s) and/or wholesale brokers? If so, for which lines of coverage and at what commission percentage?
- R9. The Airport Authority prefers to not pay Commission. In the past there has been a monthly fee payment that takes into account the overall cost of services during a year, broken into 12 payments as this is less impactful to our overall budget.

The current payment is \$7,086 per month to the Broker of Record. The distribution of those funds to the MBE/WBE rests with the Broker of Record. On occasion, with permission, based on a request by the Airport Authority for additional work that is beyond what is contemplated during normal course of business, additional compensation can be paid.

Q10. Can you provide us with a Schedule of Insurance, by line of coverage, including the carrier(s), limits and total annual premium paid for the most current policy period term?

R10. See the Schedule of Insurance, Attachment 2.

Q11. For your All Risk Property Insurance program, what is the current Total Insured Values? Can you provide us with a copy of your most current property program Statement of Values? Does the program include coverage for natural catastrophe perils such as earthquake, flood, severe convective storm, etc.? Terrorism?

R11. See the Schedule of Insurance, Attachment 2 and List of Structures, Attachment 3 for overall coverages/amounts.

Q12. For the inland marine/large equipment insurance program, can you provide us with a schedule of equipment with values?

R12. We have approximately \$40 million under our Inland Marine Policy. See the Inland Marine Equipment List, Attachment 4. The largest pieces are our snow clearing equipment for the runways and our fire trucks.

Q13. How many total full time equivalent employees does STL have? What is the FY23-24 and FY24-25 budgeted payroll? How many full time equivalent employees are dedicated to the airport insurance/risk management function for STL?

R13. Number of Employees
Budgeted: 532
Actual: 349

See the latest available financial statement, Attachment 5.

The Risk Manager position at St. Louis Lambert International Airport is management of the insurance programs. This includes preparation of applications, gathering information to support our required programs and presentation to Airport Commission. The Risk Manager position is part of the Properties Department and is a direct report to the Properties Department Division Manager. Ultimately this department is under Finance Department; Deputy Director of Finance and Accounting.

The Risk Manager is the direct handler of all claims that fall under the Airport Authority Insurance programs. There is no third party administrator for any coverage we have. The

Risk Manager role is to report the claim to the carrier in a timely manner, provide relevant documentation, associate and assist with the defense of the Airport Authority.

Q14. Is the Workers' Compensation exposure included under this RFP? Is Workers' Compensation exposure insured or self-insured?

R14. The City of St. Louis is self insured. Workers' Compensation is not part of this RFP.

Q15. Can you share why STL is letting this RFP at this time? Can you share what inspired this decision?

R15. The RFP process is a normal part of our due diligence as a public entity to secure the best services at the lowest and best cost.

Q16. What are STL's top insurance and risk management strategic goals, objectives and priorities for the next 3 years?

R16. The Airport Authority is looking for a nimble, expansive, connected, global reaching broker that can go into the marketplace and secure the insurance coverages required for operation of an Airport. The subjectivity of the market, the reinsurance market, has severely impacted what has been available at reasonable pricing. Like many public entities, we budget into the future, based on available projections of future pricing. The recent years have seen erratic with subjective pricing beyond expectation.

Q17. Can you provide us with detailed loss runs for 5-10 years, for the lines of coverage included under this RFP? Have you experienced any major claim events or challenges in claim handling in the last 5 years?

R17. Our liability program is with Starr Aviation. See the Loss Run, Attachment 6. Names have been omitted to protect the privacy of the claimants. Open and re-opened claims, as well as claims currently in active litigation have also been redacted. Such redacted claims are protected from disclosure under Missouri Revised Statute 610.021(1). Details of such redacted claims will be shared with the successful proposer once under contract.

We have had three major property losses

- 1) Culvert Collapse, April 2018
- 2) Roof Fire, Jan 2019
- 3) Flood, July 2022 (this was also auto and equipment loss)

Q18. What type of risk management consulting services is your current broker/consultant providing? Which are of value, most important to you today?

R18. Renewal discussions, reviews of potential other insurance to assist with timely and appropriate coverage.

- Q19. What type(s) of risk management and insurance consulting/advisory services is STL interested in receiving during the next 3 years?
- R19. Quarterly meetings with Airport personnel to review current projects and plans. Attendance at Airport Commission hearings.
- Q20. What type of risk management information system does STL use? Is it currently meeting your needs?
- R20. We do not have a software system for claims management
- Q21. What types of analytical tools do you use to determine your risk capacity and tolerance for discreet risks? How do you ensure your risk-financing insurance program is in alignment?
- R21. The Airport Authority takes advantage of membership within ACI-NA for review of programs and costs with like and kind airports. The Airport Authority and Risk Manager look to our broker to assist with making sure our programs are up to date, current in the industry. The broker will provide recommendations for additional insurance programs.
- Q22. What major capital construction projects are underway and/or planned during the next 3 years? What is the forecasted hard construction values for these capital projects and the anticipated project duration for each?
- R22. The Airport Authority is current engaged in review of the project for a new single Terminal. Details of the project, anticipated in the next 8-10 years, are available on our website, www.flystl.com, ALP (Airport Layout Plan). Final costs have not yet been determined.
- Q23. If a proposer responds as a sole, prime MBE would they be eligible for a 15% credit? If they respond as a subcontractor MBW with a partnership, is the credit 5%?
- R23. A 15% incentive credit part of the total points evaluated on the professional service prime contracts shall be applied to eligible M/WBE prime contracts.
- M/WBE prime proposer must include in its proposal or statement of qualifications proof of certification.
- Q24. While we have extensive experience in working with other organizations as a subcontractor, we feel as though we can provide all the services for this contract on our own. That being said we want to confirm if we do respond as a sole, prime contractor, and it is found that for some reason we do not qualify, if your procurement process allows for us to be partnered with another respondent provided, we disclose those partnerships in our response. Alternatively, is it an option for us to submit both a response as the sole, prime contractor and as a subcontractor with one or more partnerships?

- R24. A proposer may submit as a prime and also as a sub on another prime's proposal. Each proposal is evaluated on its own merits, and award determination is based on qualifications.
- Q25. Does or can a DBE Partner who is currently qualified under the MRCC for insurance services at Lambert qualify as an MBE partner for this Lambert Insurance RFP on the basis of the MRCC qualification? Please see the attachment and <https://www6.modot.mo.gov/MRCC/CompanyDetails/Details/10202> [modot.mo.gov]. USI and this DBE partner have a successful working partnership and a track record of excellence in brokering coverage for major international airports and municipalities.'
- R25. No, a DBE does not automatically qualify, you must be certified as a MBE and WBE prior to the bid opening
- Q26. Can the Performance Bond and Payment Bond requirement in Section 25 be satisfied by alternative means, such as the Proposer's current financial strength?
- R26. No
- Q27. Is a bond required upon award or when our firm submits its response? Our surety partner is willing to support the request, as long as the P&P bond can be issued on their annually renewable Performance and Payment bond system. If STL requires the bond be issued on specific forms, we would need to provide those to our surety partner for their review in order to approve
- R27. The Proposal to Bond form is required upon Proposal. (See Attachment 5 of the RFP). We do not require payment and performance bonds in specific forms. Each company that issues them has their own format.

Attachment 1
Pre-Proposal Zoom Meeting Sign In Sheet

**Pre-Proposal Zoom Meeting
Insurance Brokerage Services
January 16, 2024
1:30 PM**

SIGN IN SHEET

<u>Name</u>	<u>Company</u>	<u>Email</u>
Jeffery Fernhoff	One Digital	jeffrey.fernhoff@onedigital.com
Scott Wightman	Arthur J Gallagher	scott_wightman@ajg.com
Rachael Rizzi	Branch Benefits Consultants	rrizzi@bbc-ins.com
Daniel Thomas	Lockton Companies	dsthomas@lockton.com
Tom Byrne	USI Insurance Services	tom.byrne@usi.com
Dawson Nimmo	Higginbotham	dnimmo@higginbotham.net
John Springrose	Higginbotham	jspringrose@higginbotham.net
Kathleen Shaughnessy	Marsh	kathleen.shaughnessy@marsh.com
Howard Chu	Marsh	howard.chu@marsh.com
Theodore Hughes	Unknown	
Robin Paschall	USI Insurance Services	robin.paschall@usi.com
Chris Natsch	USI Insurance Services	chris.natch@usi.com
<u>Staff</u>		
Kathryn Ruth	Properties Division	karuth@flystl.com

<u>Staff, continued</u>		
Tynetta Bruce	Business Diversity Development	tkbruce@flystl.com
Delia Cummings	Airport Properties	dfcummings@flystl.com
Robert Salarano	Properties Division	rcsalarano@flystl.com
Antonio Strong	Directors Office	afstrong@flystl.com

Attachment 2
Schedule of Insurance

Coverage	Carrier	Policy #	Policy Period	Limits	Premium								
Airport Owners & Operators Aviation Liability	Starr Aviation	1000225714-08	10/1/2023-2024	\$350,000,000 Each Occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined \$350,000,000 Products-Completed Operations Annual Aggregate Limit \$50,000,000 Personal Injury and Advertising Injury Aggregate Limit (discrimination) \$350,000,000 Hangarkeepers not "in flight" Limit Any One Occurrence \$350,000,000 Hangarkeepers not "in flight" Limit Any One Aircraft \$350,000,000 War Risk, hostilities, terrorism, strikes, riots, sabotage, highjacking, other unlawful seizure of aircraft and crew \$350,000,000 Excess Automobile Liability (off premises) excess of \$1,000,000 any one accident/occurrence \$50,000,000 Cargo liability, livestock excluded \$2,000,000 damage to property rented by Airport <i>Deductibles</i> \$50,000 Deductible for Each Occurrence or Offense, but not to exceed \$500,000 annual aggregate \$50,000 Hangarkeepers Deductible <i>Pre Fund for escrow</i> \$25,000 pre fund claim escrow account <i>Exclusions</i> Air Traffic Control operations, baggage, livestock	\$292,383								
Property	Travelers	KTKCMB7T80357423	10/1/2023-2024	\$750,000,000 Per Occurrence, Property Damage & Time Element Wind/Hail \$25,000,000 Flood \$750,000,000 Terrorism \$10,000,000 Business Interruption \$50,000,000 Extra Expense <table border="1"> <tr><td colspan="2"><i>Deductibles</i></td></tr> <tr><td>\$ 500,000</td><td>Per Occurrence all other perils</td></tr> <tr><td>10MM all buildings</td><td>Wind & Hail</td></tr> <tr><td>\$10MM for all structures</td><td>Earth Movement</td></tr> </table>	<i>Deductibles</i>		\$ 500,000	Per Occurrence all other perils	10MM all buildings	Wind & Hail	\$10MM for all structures	Earth Movement	\$5,572,076
<i>Deductibles</i>													
\$ 500,000	Per Occurrence all other perils												
10MM all buildings	Wind & Hail												
\$10MM for all structures	Earth Movement												
Earthquake	Travelers	KTKCMB7T80357423	10/1/2023-2024	\$50MM primary	Premium Includ primary payment								
Excess Earthquake	Landmark	LHD920239	10/1/2023-2024	\$25MM part of \$50MM excess over primary	\$89,681								
Excess Earthquake	Axis	EA64822821	10/1/2023-2024	\$15MM part of \$50MM excess over primary	\$68,746								
Excess Earthquake	Evanston	MKLV3XPR000250	10/1/2023-2024	\$10MM part of \$50MM excess over primary	\$46,388								
Boiler & Machinery/Equipment Breakdown	Travelers	BME17T884947TIL	10/1/2023-2024	\$250,000,000 <i>Deductible</i> \$500,000 Exclusion No coverage for livestock operations	\$26,633								
Public Entities, Employment Practices Liability	ACE American Insurance Company	Public Entity Liability G28166941008	10/1/2023-2024	\$ 7,000,000 Each Loss Aggregate Limit Self-Insured Retention	\$72,782								

Coverage	Carrier	Policy #	Policy Period	Limits	Premium
				\$ 100,000 Public Officials Liability	
				\$ 100,000 Employment Practices Liability	
Auto	New Hampshire Insurance Company	02CA01904810712	10/1/2023-2024	\$ 1,000,000 Liability Statutory Limits \$300,000 Personal Injury Coverage \$35,000 Underinsured Motorists Coverage with Bodily Injury Hired/Non-Owned Automobile Physical Damage Deductibles \$5,000 Per Occurrence - Comp and Collision	\$219,076
Inland Marine Scheduled equipment floater	Lexington	41LX0679905538	10/1/2023-2024	\$40,800,939 limit of coverage for large value vehicles/equipment deductibles \$50,000 large value vehicles/equipment > 250,000 \$5,000 mobile equipment	\$153,500
Surety Bond US Customs	Nationwide Mutual Insurance Surety Bond #SNN4002202	151020004	11/1/2023-2024	\$100,000 limit of coverage	\$1,000
Property (for Bridgeton Army Guard location)*	Harleysville Insurance Company Insurance Company of the West	CF 2C1677 XCH800243506	11/1/2023-2024 11/1/2023-2024	\$7,914,875 per occurrence/boiler machinery/HVAC flood/earthquake deductible \$10,000 primary 5% of total values/25K min DIC, flood Earthquake	\$14,042 \$16,350
Cyber Liability	Certain Underwriters at Lloyds-Pen	RPS-P-50244909M	3/15/2023-2024	\$3,000,000 deductible	\$76,833
Crime Policy	Chubb/Federal Insurance Company	8249-3221	3/15/2023-2024	\$50,000 \$1,000,000 limit of liability deductible \$25,000	\$7,176

Attachment 3

Statement of Values List of Structures

St. Louis Lambert International Airport List of Structures

8/16/2023

STL Bldg#	Street Address	City	ST	Zip	Occupancy	# Stories	Constr *	Sq Feet	Yr Built	Roof replaced	sprkled	System	2022 Building Values
101	10701 Lambert Int'l Blvd	St. Louis	MO	63145	Terminal 1	2	MNC	628,065	1955	2013	P/30%		324,450,000
103	10701 Lambert Int'l Blvd	St. Louis	MO	63145	Concourse A	2	MNC	120,795	1976		P/40%		32,445,000
104	10701 Lambert Int'l Blvd	St. Louis	MO	63145	Concourse B	2	MNC	67,506	1976		P/30%		14,059,500
110	10701 Lambert Int'l Blvd	St. Louis	MO	63145	Parking Garage Terminal 1		MNC	1,154,128	1999			dry	62,181,000
105	10701 Lambert Int'l Blvd	St. Louis	MO	63145	Concourse C	2	MNC	273,202	1976		P/30%		86,520,000
112	10670 Lambert Int'l Blvd	St. Louis	MO	63145	SuperPark Office	1	MNC		1998		Y/100%		4,200,000
106	10701 Lambert Int'l Blvd	St. Louis	MO	63145	Concourse D	2	MNC	254,828	1985		P/60%		92,880,396
113	10701 Lambert Int'l Blvd	St. Louis	MO	63044	Toll Plaza Lot A		MNC	2,706	1970		N		147,275
102	10701 Lambert Int'l Blvd	St. Louis	MO	63145	Terminal 2-Concourse E	2	MNC	329,442	1996		P/80%		172,200,000
107	9870 Air Cargo Road	St. Louis	MO	63145	Generator Bldg Terminal 2		MNC				N		21,630,000
	10701 Lambert Int'l Blvd	St. Louis	MO	63145	Electric Light Panel in F.A.A Tower		MNC		1970		?		410,852
109	10701 Lambert Int'l Blvd	St. Louis	MO	63145	Parking Garage Terminal 2		MNC	345,538	1970			Dry	32,697,000
118	10701 Lambert Int'l Blvd	St. Louis	MO	63145	East Cooling Tower		MNC		1984		N		3,244,500
115	10201 Lambert Int'l Blvd	St. Louis	MO	63145	Terminal 2 Substation		MNC		1998		N		2,163,000
	10201 Lambert Int'l Blvd	St. Louis	MO	63145	Metro Link Rail Station and Garage		NC	5,671	1996		N		5,637,051
	10201 Lambert Int'l Blvd	St. Louis	MO	63145	East Metro Link Station		NC		1996		N		2,163,000
220	9852 Air Cargo Road	Berkeley	MO	63044	East Metro Link Power Station		NC		1994		Y/100%		2,163,000
204	9825 Air Cargo Road	Berkeley	MO	63044	Cargo Building No. 1		NC	67,350	1983	2020	Y/100%		11,896,500
205	9833-9841 Air Cargo Road	Berkeley	MO	63044	Cargo Building No. 2		NC	33,409	1983	2020	Y/100%		3,943,662
201	9817 Air Cargo Road	Berkeley	MO	63044	Cargo Building No. 3		NC	20,247	1983	2020	Y/100%		2,274,317
202	9808-9813 Air Cargo Road	Berkeley	MO	63044	Cargo Building No. 4		NC	14,284	1983	2020	Y/100%		1,669,465
203	9801-9805 Air Cargo Road	Berkeley	MO	63044	Cargo Building No. 5		NC	10,219	1983	2020	Y/100%		1,274,373
216	9835 Air Cargo Road	Berkeley	MO	63044	Snow Contractor Maintenance Bldg		NC		2005		N		252,461
410	Airfield Service Road	St. Louis	MO	63044	South Fire Station (Remote)		NC	10,672	1962		N		1,137,020
402	4790 Saint Andrew Ln	Bridgeton	MO	63044	Auto Shop		NC		1970		N		1,605,169
401	4780 Saint Andrew Ln	Bridgeton	MO	63044	Materials Management/Central Stores		NC		1970		Y/100%		1,997,191
406	Power Plant Drive	St. Louis	MO	63044	West Boiler & Shop Building		NC	30,180	1955		N		15,928,504
404	4800 Saint Andrew Ln	Bridgeton	MO	63044	Airfield Maintenance Buildings A&B		NC	20,905	1970		N		1,821,813
403	4750 Saint Andrew Ln	Bridgeton	MO	63044	Airfield Maintenance Buildings C&D		NC	15,375	1970		N		1,339,889
		Bridgeton	MO	63044	Salt Storage						N		150,000
307	10751 Lambert Intl Blvd	St. Louis	MO	63145	Host Commissary		NC		1967		N		1,050,000
308	Shoppes Road	St. Louis	MO	63145	Swissport		NC		1985		?		525,000
620	4780 Saint Andrew Ln	Bridgeton	MO	63044	Paint Vault		NC		1970		N		116,892
423	5294 Glencoe	Berkeley	MO	63044	Glycol Pump House		NC		1970		N		347,639
	5294 Glencoe	Bridgeton	MO	63044	Glycol Tank		NC		1970		N		18,640,734
527	6171 Aviation Drive	Berkeley	MO	63044	North Fire Station (Formerly Main)		NC	15,725	1970		P		3,617,668
	4780 Saint Andrew Ln	Bridgeton	MO	63044	Underground Fuel Depot		NC		1970		?		486,225
505	5250 Banshee Road	Bridgeton	MO	63044	Building #42		NC	166,350	1952	2017	P		4,326,000

8/16/2023

STL Bldg#	Street Address	City	ST	Zip	Occupancy	# Stories	Constr *	Sq Feet	Yr Built	Roof replaced	sprkled	System	2022 Building Values
407	11029 Navaid Rod	Bridgeton	MO	63044	Nursery/Landscaping		NC		1970		N		371,660
627	4401 Springdale Ave	Berkeley	MO	63044	Springdale Parking Lot and Buildings		NC	854,417	1999		Y/100%		214,322
426	11515 Missouri Bottom Rd	Hazelwood	MO		Electric North Substation		NC		2004		Y/100%		1,081,500
	4361 Cypress	Bridgeton	MO	63044	Cypress Parking Lot Buildings		NC		1970		Y/100%		6,102,228
116	4780 Saint Andrew Ln	Bridgeton	MO	63044	Bus Port		NC	1,500	1970		N		545,018
	11935 Natural Bridge Rd	Bridgeton	MO	63044	Airport K-9 Unit	1	Brick, Masonr	7,895	1970		N		1,147,910
528	9275 Genaire Drive	Berkeley	MO	63044	Flight Safety Bldg		NC	17006	1970		Y/100%		351,060
	4780 Saint Andrew Ln	Bridgeton	MO	63044	Airfield Signs/Field Lighting		NC		1970		Y/100%		1,000,000
	4780 Saint Andrew Ln	Bridgeton	MO	63044	Friction Tester Garage		NC		1970			Dry	32,166
417	4646 Fee Fee Rd	Bridgeton	MO	63044	Lightning Vault No. 3		NC		1970		Y/100%		2,497,927
414	5310 Banshee Rd	Bridgeton	MO	63044	Lightning Vault No. 2		NC		1970		Y/100%		2,330,415
420	11495 Navaid Road	Bridgeton	MO	63044	Airport Office Building/flight training		NC	174,086	1970		Y/100%		37,852,500
501	Lindbergh Road	Bridgeton	MO	63044	Tunnel		NC					Dry	60,825,488
323	Airfield Services Road	Bridgton	MO	63044	West Triturator		NC	800	1980		N		67,053
628	5147 E. Tug Rd	Berkeley	MO		East Triturator		NC	1076	1989		N		85,979
416	4640 Fee Fee Rd	Berkeley	MO		West Fire House		NC	11,200			Y/100%		4,609,836
					Toll Plaza B		NC				N		134,815
					Toll Plaza D		NC				N		134,815
					Penning system within Cargo 1		NC		2017		Y/100%		150,000
	10863 Lambert Intl Drive	St. Louis	MO	63145	Mo Air National Guard/ Bldgs 1,2,105		NC		1941		N		4,000,000
	6111-6119 James S. McDonnell Blvd, 6341 Genaire Drive	Berkeley	MO	63134	St. Louis Air Cargo Building		NC	117,500	1990	FedEx portion replaced 2019	Y/100%		17,010,000
	10897 Lambert Internl Blvd	Bridgeton	MO	63044	Jet Linx		NC	4,000	1941	2020	Y/100%		120,750
					TOTAL STRUCTURES			4,776,077					1,074,257,538

IT Equipment
Business Interruption

18,924,675
10,000,000

Total Structures+BI+Contents

1,103,182,213

St. Louis Lambert International Airport List of Structures

7/21/2023

STL Terminal			Contents
800 Mhz trans			6,343,000
Switching			1,060,500
WiFi			178,100
MUFIDS			686,475
Digital Directs			76,600
storage			1,265,000
Servers			550,000
LAN comp			682,650
CCTV			1,822,400
IED paging			2,000,000
Security Acce			2,000,000
IT Equip			2,259,950
Total Contents			\$18,924,675
Business Interruption			\$10,000,000

Attachment 4

Inland Marine Equipment List

Inland Marine Equipment List

Department	Asset #	year	Manufacturer	Model	Description		Cost	Fuel Type
924 - Auto Shop	0037	2008	GMC	TC8500	TANKER TRUCK	E	\$118,855.00	02
611 - ARFF	0040	2020	Spartan	GA4L03KZ08	ARFF	E	\$1,024,505.00	02
611 - ARFF	0042	2021	Ford	F550 Airwolf	ARFF	E	\$313,620.00	02
611 - ARFF	0043	2014	OSHKOSH	T-3000	STRIKER 3000	E	\$840,142.00	02
611 - ARFF	0045	2003	OSHKOSH	STRIKER 3000	ARFF	E	\$718,027.00	02
611 - ARFF	0046	2020	Rosenbauer	Panther	ARFF	E	\$778,380.00	02
611 - ARFF	0048	2013	OSHKOSH	T-1500	ARFF	E	\$552,598.00	02
611 - ARFF	0049	2019	FORD	F550 Airwolf	ARFF	E	\$269,453.00	02
611 - ARFF	0050	2008	FORD	F550 XL	MINI RESCUE ARFF	E	\$126,465.00	02
611 - ARFF	0052	2022	Rosenbauer	Panther	ARFF	E	\$730,697.00	02
611 - ARFF	0053	2006	FORD	F-550	STAIR TRUCK	E	\$234,896.00	02
611 - ARFF	0054	2005	FORD	F550 XLT MK III	ARFF	E	\$232,964.00	02
925 - Airfield Maintenance	0111	1995	OSHKOSH	P2546	DUMP TRUCK	E	\$240,623.00	02
925 - Airfield Maintenance	0112	1999	OSHKOSH	P2526-5	DUMP TRUCK	E	\$263,146.00	02
925 - Airfield Maintenance	0113	2000	FREIGHTLINER	FL80	DUMP TRUCK	E	\$81,711.00	02
925 - Airfield Maintenance	0116	2011	OSHKOSH	P2546	DUMP TRUCK	E	\$354,790.00	02
925 - Airfield Maintenance	0119	1999	OSHKOSH	P2526-5	DUMP TRUCK	E	\$263,146.00	02
925 - Airfield Maintenance	0120	2013	INTERNATIONAL	7600	DUMP TRUCK	E	\$298,086.00	02
925 - Airfield Maintenance	0123	1997	OSHKOSH	P2526-5	DUMP TRUCK	E	\$236,043.38	02
925 - Airfield Maintenance	0125	1997	OSHKOSH	P2526-5	DUMP TRUCK	E	\$236,093.58	02
925 - Airfield Maintenance	0127	1997	OSHKOSH	P2526-5	DUMP TRUCK	E	\$236,043.38	02
925 - Airfield Maintenance	0128	1997	OSHKOSH	P2526-5	DUMP TRUCK	E	\$236,043.38	02
925 - Airfield Maintenance	0129	1998	OSHKOSH	P2546	DUMP TRUCK	E	\$242,000.00	02
925 - Airfield Maintenance	0130	1998	OSHKOSH	P2546	DUMP TRUCK	E	\$242,000.00	02
925 - Airfield Maintenance	0132	1998	OSHKOSH	P2526-5	DUMP TRUCK	E	\$269,079.00	02
925 - Airfield Maintenance	0135	2011	SUNS	SUNS TRAILER	INFRARED HEATER/TRAILER	E	\$100,000.00	
925 - Airfield Maintenance	0137	2020	Peterbilt	520	PAINT TRUCK	E	\$572,858.00	02
925 - Airfield Maintenance	0138	2016	EZ-LINER	PS2600	PAINT STRIPER	E	\$38,290.00	01
925 - Airfield Maintenance	0140	2007	LLIFETIME	EPT4-5146 (LALP2389)	TRAILER	E	\$15,621.00	
503 - Landscaping	0142	1997	HIGHWAY EQUIPME	DUMP E AG18	VACUUM TRASH COLLEC	E	\$13,854.00	
925 - Airfield Maintenance	0143	2021	FREIGHTLINER	M2112	STREET SWEEPER	E	\$349,975.00	04
925 - Airfield Maintenance	0144	2014	ISUZU	NPR G109A	STREET SWEEPER	E	\$125,996.00	03
925 - Airfield Maintenance	0146	2017	Ford	F750 SUPER DUTY	WATERBLASTER	E	\$528,660.07	02
925 - Airfield Maintenance	0147	2022	Peterbilt	520	STRIP HOG	E	\$799,832.63	02
925 - Airfield Maintenance	0148	2022	FREIGHTLINER	M2	STREET SWEEPER	E	\$364,341.67	04
925 - Airfield Maintenance	0150	2019	Case	621GXL	LOADER	E	\$174,621.00	02
503 - Landscaping	0151	1993	E. THOMAS	A3112330H	SKID STEER LOADER	E	\$24,373.00	02
925 - Airfield Maintenance	0152	2011	CASE	590SN	LOADER/BACKHOE	E	\$87,671.00	02
925 - Airfield Maintenance	0153	2008	CATERPILLAR	953D	CRAWLER/LOADER	E	\$195,005.00	02
925 - Airfield Maintenance	0154	1999	FERGUSON	46A	ROLLER	E	\$38,000.00	02

Inland Marine Equipment List

Department	Asset #	year	Manufacturer	Model	Description		Cost	Fuel Type
925 - Airfield Maintenance	0155	1996	CHAMPION	716A	ROAD GRADER	E	\$139,190.00	02
925 - Airfield Maintenance	0156	1997	CASE	580 SL	BACKHOE/LOADER	E	\$60,978.10	02
925 - Airfield Maintenance	0158	2020	Sullivan	D185P1Z4	AIR COMPRESSOR	E	\$21,324.00	02
925 - Airfield Maintenance	0159	1997	MILLER	EDT2400-2B	PORTABLE WELDER	E	\$7,765.11	01
925 - Airfield Maintenance	0161	2020	HI POWER	HRIW-25T4F	GENERATOR	E	\$23,100.00	2
925 - Airfield Maintenance	0162	2008	TAKEUCHI	TL150	TRACK LOADER	E	\$81,232.00	02
925 - Airfield Maintenance	0163	2007	CASE	621E-XT	TOOL CARRIER WHEEL LOADER	E	\$134,900.00	02
925 - Airfield Maintenance	0164	2012	Sullivan	D0185PJD	AIR COMPRESSOR	E	\$15,795.66	02
925 - Airfield Maintenance	0165	1990	CASE	1840	UNILOADER	E	\$15,488.00	02
925 - Airfield Maintenance	0170	2020	Western Star	4900	DEICER TANKER	E	\$339,267.00	02
925 - Airfield Maintenance	0171	2020	Western Star	4900	DEICER TANKER	E	\$339,267.00	02
925 - Airfield Maintenance	0172	2022	Western Star	4900	DEICER TANKER	E	\$373,110.00	02
925 - Airfield Maintenance	0173	2022	Western Star	4900	DEICER TANKER	E	\$373,110.00	02
925 - Airfield Maintenance	0174	2000	OSHKOSH	P2546	DEICER TANKER	E	\$259,466.00	02
925 - Airfield Maintenance	0175	2000	OSHKOSH	P2546	DEICER TANKER	E	\$259,466.00	02
925 - Airfield Maintenance	0176	1997	OSHKOSH	P2546	DEICER TANKER	E	\$257,759.50	02
503 - Landscaping	0178	2007	GMC	C5500	DEICER TANKER	E	\$97,853.00	02
925 - Airfield Maintenance	0180	2020	Wacker Neuson	LTV6KLE	PORTABLE LIGHT UNIT	E	\$9,285.00	02
925 - Airfield Maintenance	0181	2004	AMIDA	AL4060D-4MH	PORTABLE LIGHT UNIT	E	\$8,845.00	02
925 - Airfield Maintenance	0183	2016	GENERAC	MLT6SMD	PORTABLE LIGHT UNIT	E	\$11,798.00	02
925 - Airfield Maintenance	0184	1997	AMIDA	AL4060D-4MH	PORTABLE LIGHT UNIT	E	\$9,371.00	02
925 - Airfield Maintenance	0185	2007	AMIDA	AL4000	PORTABLE LIGHT UNIT	E	\$9,199.99	02
925 - Airfield Maintenance	0187	2008	TEREX	A24050	PORTABLE LIGHT UNIT	E	\$9,467.00	02
925 - Airfield Maintenance	0189	2006	AMIDA	AL4060D	PORTABLE LIGHT UNIT	E	\$8,845.00	02
925 - Airfield Maintenance	0190	1997	OSHKOSH	HB2718	RUNWAY BROOM MB	E	\$276,353.00	02
925 - Airfield Maintenance	0192	1998	OSHKOSH	HB2718	RUNWAY BROOM MB	E	\$276,353.00	02
925 - Airfield Maintenance	0194	2005	OSHKOSH	HB2718	RUNWAY BROOM MB	E	\$318,415.00	02
925 - Airfield Maintenance	0195	2010	OSHKOSH	HB2723	RUNWAY BROOM MB	E	\$420,000.00	02
925 - Airfield Maintenance	0200	2015	MB	MB5	BROOM/PLOW/DEICER	E	\$664,780.00	02
925 - Airfield Maintenance	0201	2016	MB	MB5	BROOM/PLOW/DEICER	E	\$714,541.00	02

Inland Marine Equipment List

Department	Asset #	year	Manufacturer	Model	Description		Cost	Fuel Type
925 - Airfield Maintenance	0202	2017	MB	MB5	BROOM/PLOW/DEICER	E	\$714,541.00	02
925 - Airfield Maintenance	0203	2018	MB	MB5	BROOM/PLOW/DEICER	E	\$837,615.00	02
925 - Airfield Maintenance	0204	2018	MB	MB5	BROOM/PLOW/DEICER	E	\$837,615.00	02
925 - Airfield Maintenance	0205	2019	MB	MB5	BROOM/PLOW/DEICER	E	\$837,615.00	02
925 - Airfield Maintenance	0206	2020	MB	MB5	BROOM/PLOW/DEICER	E	\$837,615.00	02
925 - Airfield Maintenance	0207	2020	MB	MB5	BROOM/PLOW/DEICER	E	\$837,615.00	02
925 - Airfield Maintenance	0208	2020	MB	MB5	BROOM/PLOW/DEICER	E	\$837,615.00	02
925 - Airfield Maintenance	0209	2020	MB	MB5	BROOM/PLOW/DEICER	E	\$837,615.00	02
925 - Airfield Maintenance	0210	2021	MB	MB5	BROOM/PLOW	E	\$878,106.00	02
925 - Airfield Maintenance	0211	2021	MB	MB5	BROOM/PLOW	E	\$878,106.00	02
925 - Airfield Maintenance	0212	2021	MB	MB5	BROOM/PLOW	E	\$878,106.00	02
925 - Airfield Maintenance	0213	2009	MB	MB5	RUNWAY BROOM MB	E	\$340,000.00	02
925 - Airfield Maintenance	0214	2011	MB	MB5	BROOM/PLOW MB	E	\$590,000.00	02
925 - Airfield Maintenance	0215	2011	MB	MB5	RUNWAY BROOM MB	E	\$590,000.00	02
925 - Airfield Maintenance	0216	2011	MB	MB5	BROOM/PLOW	E	\$590,000.00	02
925 - Airfield Maintenance	0217	2012	MB	MB5	BROOM/PLOW	E	\$580,000.00	02
925 - Airfield Maintenance	0218	2012	MB	MB5	BROOM/PLOW	E	\$580,000.00	02
925 - Airfield Maintenance	0219	2012	MB	MB5	BROOM/PLOW/DEICER	E	\$580,000.00	02
925 - Airfield Maintenance	0220	2014	MB	MB5	RUNWAY BROOM MB	E	\$524,998.00	02
925 - Airfield Maintenance	0221	2015	MB	MB5	BROOM/PLOW	E	\$599,321.00	02
925 - Airfield Maintenance	0222	2016	MB	MB5	BROOM/PLOW	E	\$599,321.00	02
925 - Airfield Maintenance	0225	2016	OSHKOSH	XRS H2926B	BLOWER/BROOM/PLOW	E	\$1,009,600.00	02
925 - Airfield Maintenance	0226	2018	MB	MB4	BLOWER	E	\$667,612.00	02
925 - Airfield Maintenance	0227	2020	MB	MB4	BLOWER	E	\$667,612.00	02
925 - Airfield Maintenance	0228	2021	MB	MB4	BLOWER	E	\$676,177.00	02
925 - Airfield Maintenance	0229	1998	OSHKOSH	HB2718	BLOWER	E	\$284,179.00	02
925 - Airfield Maintenance	0230	1998	OSHKOSH	HB2718	BLOWER	E	\$284,179.00	02
925 - Airfield Maintenance	0231	1999	OSHKOSH	HB2718	BLOWER	E	\$312,813.00	02
925 - Airfield Maintenance	0236	2018	Multihog	MH75	MULTI-PURPOSE	E	\$174,320.00	02
925 - Airfield Maintenance	0239	1987	LIFETIME	EPT4-514 (4500)	LIFT A LOAD	E	\$10,950.00	
925 - Airfield Maintenance	0240	2012	SULLIVAN	DO185PJD	AIR COMPRESSOR	E	\$15,795.66	02

Inland Marine Equipment List

Department	Asset #	year	Manufacturer	Model	Description		Cost	Fuel Type
925 - Airfield Maintenance	0241	1990	MAXI DUMP	MDT58	DUMP TRAILER	E	\$5,379.00	
925 - Airfield Maintenance	0242	2008	KUBOTA	ZD331	MOWER	E	\$12,789.00	02
925 - Airfield Maintenance	0243	1997	JOHN DEERE	6400	TRACTOR	E	\$34,663.00	02
925 - Airfield Maintenance	0244	2014	GENIE	GTH-844	FORKLIFT	E	\$90,441.00	02
925 - Airfield Maintenance	0245	2015	John Deere	6150M	TRACTOR W/BOOM	E	\$147,502.27	02
925 - Airfield Maintenance	0246	2013	KUBOTA	F3680	MOWER	E	\$18,470.00	02
925 - Airfield Maintenance	0247	2013	KUBOTA	F3680	MOWER	E	\$18,470.00	02
925 - Airfield Maintenance	0249	2012	JOHN DEERE	6430	TRACTOR W/FLAIL MOWER	E	\$105,474.50	02
925 - Airfield Maintenance	0250	2014	JOHN DEERE	6105D	TRACTOR W/FLAIL MOWER	E	\$88,675.00	02
925 - Airfield Maintenance	0251	2011	JOHN DEERE	6430	TRACTOR W/FLAIL MOWER	E	\$90,957.64	02
925 - Airfield Maintenance	0252	2014	JOHN DEERE	6105D	TRACTOR W/FLAIL MOWER	E	\$88,675.00	02
925 - Airfield Maintenance	0254	2001	JOHN DEERE	6410	TRACTOR W/FLAIL MOWER	E	\$47,609.00	02
925 - Airfield Maintenance	0255	2003	JOHN DEERE	6420	TRACTOR W/FLAIL MOWER	E	\$95,825.03	02
925 - Airfield Maintenance	0256	1999	JOHN DEERE	6410	TRACTOR W/FLAIL MOWER	E	\$88,076.00	02
925 - Airfield Maintenance	0257	2001	JOHN DEERE	6410	TRACTOR W/FLAIL MOWER	E	\$47,609.00	02
925 - Airfield Maintenance	0259	2009	JOHN DEERE	6430	TRACTOR W/FLAIL MOWER	E	\$89,864.42	02
503 - Landscaping	0260	2000	KUBOTA	L3010	TRACTOR	E	\$13,656.91	02
925 - Airfield Maintenance	0261	2001	KUBOTA	M9000	TRACTOR	E	\$35,360.00	02
925 - Airfield Maintenance	0262	2006	JOHN DEERE	JD6415	TRACTOR W/FLAIL MOWER	E	\$108,964.48	02
925 - Airfield Maintenance	0263	2001	KUBOTA	M9000	TRACTOR	E	\$33,360.00	02
925 - Airfield Maintenance	0264	1991	KUBOTA	L265	TRACTOR	E	\$9,368.00	02
925 - Airfield Maintenance	0266	1991	JOHN DEERE	770	TRACTOR W/FLAIL MOWER	E	\$7,347.00	02
925 - Airfield Maintenance	0267	1997	JOHN DEERE	5400	TRACTOR W/FLAIL MOWER	E	\$34,705.00	02
925 - Airfield Maintenance	0268	2000	KUBOTA	M680	TRACTOR	E	\$31,749.00	02
925 - Airfield Maintenance	0269	1997	KUBOTA	L2900	TRACTOR	E	\$13,826.00	02
925 - Airfield Maintenance	0270	2016	KUBOTA	F3990	MOWER	E	\$20,849.00	02
925 - Airfield Maintenance	0271	2016	KUBOTA	F3990	MOWER	E	\$20,849.00	02
925 - Airfield Maintenance	0273	2004	KUBOTA	F2260	MOWER	E	\$16,659.00	01
925 - Airfield Maintenance	0276	2017	SALSCO	TP44-TD-05029	PAVER	E	\$39,975.00	02

Inland Marine Equipment List

Department	Asset #	year	Manufacturer	Model	Description		Cost	Fuel Type
925 - Airfield Maintenance	0277	2015	SCORPION	10006-TL3-11B	ATTENUATOR W/TRAILER	E	\$19,982.00	
925 - Airfield Maintenance	0278	1997	SELLICK	SD-60	FORKLIFT	E	\$44,734.00	02
925 - Airfield Maintenance	0279	2015	TOYOTA	8FGU32	FORKLIFT	E	\$42,985.00	03
925 - Airfield Maintenance	0286	2015	KM INTERNATIONAL	KMT-2MI	ASPHALT RECYCLER	E	\$77,470.00	02
925 - Airfield Maintenance	0287	2015	DCT	TIGER	TRAILER	E	\$5,120.00	
925 - Airfield Maintenance	0289	2018	GRACO	Linelazer IV250DC	PAINT SPRAYER	E	\$25,036.00	01
925 - Airfield Maintenance	0291	2008	VORTEQ	VTQ-TL3	ATTENUATOR W/TRAILER	E	\$29,941.41	
925 - Airfield Maintenance	0292	2014	ALLMAND	ECLIPSE	ARROW BOARD	E	\$6,280.66	
925 - Airfield Maintenance	0293	2014	ALLMAND	ECLIPSE	ARROW BOARD	E	\$6,280.67	
925 - Airfield Maintenance	0294	2016	KUBOTA	F3990	MOWER	E	\$21,435.00	02
925 - Airfield Maintenance	0295	2018	KUBOTA	F3990	MOWER	E	\$25,981.00	02
925 - Airfield Maintenance	0296	2005	BELSHE	WB-1EP	TRAILER	E	\$7,179.00	
925 - Airfield Maintenance	0297	2019	Traffix	1006-TL3-13111S	TRAILER	E	\$36,182.00	Battery
911 - Electric	0302	2009	JLG	600SJ	BOOM LIFT	E	\$97,150.00	08
911 - Electric	0306	2010	FREIGHTLINER	M2106	BOOM TRUCK	E	\$186,272.00	09
911 - Electric	0310	1997	DITCH WITCH	3610DDLS	TRENCHER/BACKHOE W/TRAILER	E	\$39,786.00	02
911 - Electric	0311	2011	INTERNATIONAL	7400	DERRICK DIGGER	E	\$162,863.00	02
911 - Electric	0312	1990	SULLAIR	100GPQ-TOY	AIR COMPRESSOR	E	\$8,855.00	01
911 - Electric	0315	2014	ALLMAND	ECLIPSE	ARROW BOARD	E	\$6,280.67	
911 - Electric	0318	1997	Ford	2592	BUCKET / CRANE TRUCK	E	\$154,002.58	02
911 - Electric	0319	1997	SPECTRUM		GENERATOR	E	\$18,950.00	02
911 - Electric	0320	1997	LEROI	Q125DJE	AIR COMPRESSOR	E	\$9,950.00	02
911 - Electric	0322	2009	FREIGHTLINER	M2106	UTILITY W/LIFT	E	\$157,065.00	09
911 - Electric	0323	2001	JLG	100SX	BOOM LIFT	E	\$130,000.00	02
911 - Electric	0325	2016	Ring-O-Matic	850VLX	HYDROEXCAVATOR	E	\$46,325.00	02
911 - Electric	0326	2017	LIFETIME	IPT4-616	TRAILER	E	\$19,993.00	Battery
911 - Electric	0338	1998	CHEVROLET	CHEYENNE	FLAT BED PICK UP	E	\$22,915.00	01
918 - Material Management	0483	2001	TOYOTA	7FGCU30	FORKLIFT	E	\$23,340.00	05
918 - Material Management	0484	2006	TOYOTA	YDG-2700E-E	FORKLIFT	E	\$19,329.00	05
914 - Climate Control	0524	1987	YALE	Y437266	FORKLIFT	E	\$14,351.00	01
914 - Climate Control	0525	1988	CLARK	GCS-30-I	FORKLIFT	E	\$20,895.00	01
914 - Climate Control	0528	2008	BIL-JAX	ET5000W	TRAILER	E	\$6,993.00	
913 - Building Maintenance	0743	1999	CHEVROLET	3500	VERSALIFT	E	\$41,766.00	02
913 - Building Maintenance	0748	1996	EAGER BEAVER		TRAILER W/GENERATOR	E	\$9,915.00	
913 - Building Maintenance	0751	2013	TOYOTA	8FGU25	FORKLIFT	E	\$26,220.00	05
932 - Ops / Maintenance	0800	2003	PREVOST	LE MIRAGE-XC2	MOBILE COMMAND CENTER	E	\$690,168.00	02

Inland Marine Equipment List

Department	Asset #	year	Manufacturer	Model	Description			Cost	Fuel Type
611 - ARFF	0804	1998	WELLS CARGO	EW2624W	TRIAGE TRAILER	E		\$37,454.00	
611 - ARFF	0805	1998	WELLS CARGO	EW2024W	TRIAGE TRAILER	E		\$23,033.78	
925 - Airfield Maintenance	0810	1993	BEUTHLING	TRAILER	TRAILER	E		\$13,720.00	
925 - Airfield Maintenance	0818	1983	HYSTER	TRAILER	TRIAGE TRAILER	E		\$13,720.00	
932 - Ops / Maintenance	0850	1997	FMC	FMDL60	CARGO LOADER	E		\$1.00	02
								\$40,800,939.13	

Attachment 5

Basic Financial Statements and Supplementary Information



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Basic Financial Statements and Supplementary Information

June 30, 2022

(With Independent Auditors' Report Thereon)

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Table of Contents

	Page
Independent Auditors' Report	1
Management's Discussion and Analysis – Unaudited	4
Basic Financial Statements:	
Balance Sheet	14
Statement of Revenues, Expenses, and Changes in Fund Net Position	16
Statement of Cash Flows	17
Notes to Basic Financial Statements	19
Supplementary Information Schedule	
Schedule I – Analysis of Cash and Investment Accounts	52
Schedule II – Schedule of 2005 Revenue Refunding Bonds Payable	53
Schedule III – Schedule of 2007A Revenue Refunding Bonds Payable	54
Schedule IV – Schedule of 2012 Revenue Refunding Bonds Payable	55
Schedule V – Schedule of 2015 Revenue Refunding Bonds Payable	56
Schedule VI – Schedule of 2017A Revenue Refunding Bonds Payable	57
Schedule VII – Schedule of 2017B Revenue Refunding Bonds Payable	58
Schedule VIII – Schedule of 2017C Revenue Bonds Payable	59
Schedule IX – Schedule of 2017D Revenue Bonds Payable	60
Schedule X – Schedule of 2019A Revenue Bonds Payable	61
Schedule XI – Schedule of 2019B Revenue Bonds Payable	62
Schedule XII – Schedule of 2019C Revenue Refunding Bonds Payable	63
Schedule XIII – Schedule of 2022A Revenue Refunding Bonds Payable	64
Schedule XIV – Schedule of Insurance – Unaudited	65



KPMG LLP
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Independent Auditors' Report

The Honorable Mayor and Members of
The Board of Aldermen of the
City of St. Louis, Missouri:

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the St. Louis Lambert International Airport Fund of the City of St. Louis, Missouri (the Airport), as of and for the year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Airport, as of June 30, 2022, and the changes in its financial position and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Airport and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matters

Reporting Entity

As discussed in Note 1, the basic financial statements present only the Airport and do not purport to, and do not, present fairly the financial position of the City of St. Louis, Missouri, as of June 30, 2022, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles. Our opinion is not modified with respect to this matter.

Adoption of New Accounting Pronouncement

As discussed in Note 1(o), in 2022, the Airport adopted Governmental Accounting Standards Board Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Airport's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

U.S. generally accepted accounting principles require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Airport's basic financial statements. The supplementary information included in Schedules I through XIII are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information



has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Airport's basic financial statements. Schedule XIV is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 12, 2023 on our consideration of the Airport's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Airport's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Airport's internal control over financial reporting and compliance.

KPMG LLP

St. Louis, Missouri
January 12, 2023

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Management's Discussion and Analysis – Unaudited

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

The following discussion and analysis of the activity and financial performance of St. Louis Lambert International Airport (the Airport or STL) has been prepared by Airport management to provide the reader with an introduction and overview to the basic financial statements of the Airport for the fiscal year ended June 30, 2022. Following this discussion and analysis are the basic financial statements of the Airport including the notes which are essential to a full understanding of the data contained within the basic financial statements. All amounts, unless otherwise indicated, are expressed in thousands of dollars.

Financial Statements

The Airport's basic financial statements are prepared on an accrual basis in accordance with the U.S. generally accepted accounting principles promulgated by the Governmental Accounting Standards Board (GASB). The Airport is structured as an enterprise fund owned and operated by the City of St. Louis, Missouri with revenues recognized when earned. Expenses are recognized when incurred. Capital assets are capitalized (other than land, construction in progress, and easements) and are depreciated over their useful lives. Amounts are restricted for debt service and, where applicable, for construction activities. Refer to note 1 of the basic financial statements for a summary of the Airport's significant accounting policies.

Summary of Airport Activity

Air travel at STL increased dramatically in fiscal year (FY) 2022 when compared to FY2021. The number of enplaned passengers increased by 79.7%. The airport's aircraft landings and takeoffs increased 29.0% from FY2021. The striking rise in enplanements from FY2021 to FY2022 is encouraging. The swell in enplanements is a result of a strong rebound in leisure travel, the post-COVID return of a legacy carrier such as Air Canada and the addition of an international carrier such as Lufthansa to the overall air service at STL. The upsurge in aircraft landings and takeoffs was helped in part by a continued growth in cargo.

STL airline partners fly to 74 nonstop destinations. Our brightest news in FY2022 was the announcement of STL's newest destination, Frankfurt, Germany. Lufthansa's Frankfurt service allows STL to open travel to Europe directly to passengers who use St. Louis Lambert International Airport as their point of departure.

	<u>2022</u>	<u>2021</u>	<u>Change</u>
Enplaned passengers	6,297,012	3,504,890	79.7 %
Aircraft landings and takeoffs	154,940	120,067	29.0
Landed weight (in thousands of pounds)	8,104,669	5,885,489	37.7
Mail and cargo (in tons)	111,823	104,570	6.9

Financial Highlights

The following represents the significant financial activity of the Airport in fiscal years 2022 and 2021 and the reasons for any fluctuations between the years:

- Operating revenues increased 30.3% from \$87,710 in fiscal year 2021 to \$114,302 in fiscal year 2022. The global pandemic continued to present some challenges for STL during the beginning of FY 2022 however there has been constant growth in traveling. STL served 12,591,274 total passengers, 5,605,694 passengers more than in fiscal year 2021 due to COVID-19 travel restrictions being lifted. The passenger

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Management's Discussion and Analysis – Unaudited

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

increase contributed to the increase in aviation revenue, terminal revenues and concession sales throughout the Airport and an increase in transportation network revenues and parking revenues. Cargo, also, saw a 6.9% boost in cargo tonnage with cargo departures continuing to perform well and STL achieving its sixth straight year of increasing cargo totals.

- Operating expenses increased 1.0% from \$138,133 in fiscal year 2021 to \$139,557 in fiscal year 2022 primarily due to an increase in contractual services and equipment partially offset by a decrease in supplies and other operating expenses.
- The net result of the impact to operating revenues and expenses, as discussed above, is that operating loss decreased 49.9% from \$(50,423) in fiscal year 2021 to \$(25,255) in fiscal year 2022.
- Nonoperating revenues/(expenses), net, decreased 19.6% from \$28,613 in fiscal year 2021 to \$22,995 in fiscal year 2022 primarily due to a decrease in CARES funds received this fiscal year and a larger investment loss this year compared to the prior year, partially offset by an increase in PFC revenue and ARPA funds.
- Capital contributions received in the form of grants and buildings and improvements from the federal and state governments increased 20.4% from \$10,338 in fiscal year 2021 to \$12,449 in fiscal year 2022. The grants received in fiscal year 2022 included various FAA Airport Improvement Program airfield projects.
- As a result of the preceding items, net position increased 0.4% from \$1,150,503 in fiscal year 2021 to \$1,154,974 in fiscal year 2022.

Financial Position Summary

Net position may serve over time as a useful indicator of the Airport's financial position. The Airport's assets and deferred outflow of resources exceeded liabilities and deferred inflow of resources by \$1,154,974 at June 30, 2022.

A condensed summary of the Airport's net position at June 30, 2022 and 2021 is shown below:

	<u>2022</u>	<u>2021</u>	<u>Dollar change</u>	<u>Percentage change</u>
Assets:				
Current and other assets	\$ 410,595	308,496	\$ 102,099	33.1 %
Capital assets, net	1,447,269	1,483,582	(36,313)	(2.4)
Right to use lease assets, net	178	—	178	100.0
Deferred outflow of resources	<u>9,764</u>	<u>18,431</u>	<u>(8,667)</u>	<u>(47.0)</u>
Total assets and deferred outflow of resources	\$ <u>1,867,806</u>	<u>1,810,509</u>	\$ <u>57,297</u>	<u>3.2 %</u>

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Management's Discussion and Analysis – Unaudited

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

	<u>2022</u>	<u>2021</u>	<u>Dollar change</u>	<u>Percentage change</u>
Liabilities:				
Long-term liabilities	\$ 521,267	583,278	\$ (62,011)	(10.6)%
Current liabilities	100,673	72,742	27,931	38.4
Deferred inflows of resources	<u>90,892</u>	<u>3,986</u>	<u>86,906</u>	<u>2,180.3</u>
Total liabilities and deferred inflows of resources	\$ <u>712,832</u>	<u>660,006</u>	\$ <u>52,826</u>	<u>8.0 %</u>
Net position:				
Invested in capital assets, net of related debt	\$ 1,040,240	1,048,339	\$ (8,099)	(0.8)%
Restricted	57,516	42,072	15,444	36.7
Unrestricted	<u>57,218</u>	<u>60,092</u>	<u>(2,874)</u>	<u>(4.8)</u>
Total net position	\$ <u>1,154,974</u>	<u>1,150,503</u>	\$ <u>4,471</u>	<u>0.4 %</u>

A portion of the Airport's net position (90.0% at June 30, 2022) represents its investment in capital assets (e.g., land, easements, pavings, buildings and facilities, roads, runways, and equipment), less the related accumulated depreciation and indebtedness outstanding used to acquire those capital assets. The Airport uses these capital assets to provide services to its passengers and visitors to the Airport; consequently, these assets are not available for future spending. Although the Airport's investment in its capital assets is reported net of related debt, it is noted that the resources required to repay this debt must be provided annually from operations since it is unlikely the capital assets themselves will be liquidated to pay liabilities.

An additional portion of the Airport's net position (5.0% at June 30, 2022) represents net position that are subject to external restrictions on how they can be used. These assets can be used for any lawful Airport use including debt service, capital restoration, or expenditure subject to the restrictions of the Passenger Facility Charge Program and the Airport Improvement Program.

The remaining portion of the Airport's net position (5.0% at June 30, 2022) represents its unrestricted investments, less any outstanding indebtedness, which may be used to meet any of the Airport's ongoing obligations.

In fiscal 2022, the decrease in capital assets is attributed to less projects capitalized during fiscal year 2022 compared to the prior fiscal year and current year depreciation expense. The decrease in long-term debt outstanding was attributable to payments made on outstanding debt.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Management's Discussion and Analysis – Unaudited

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

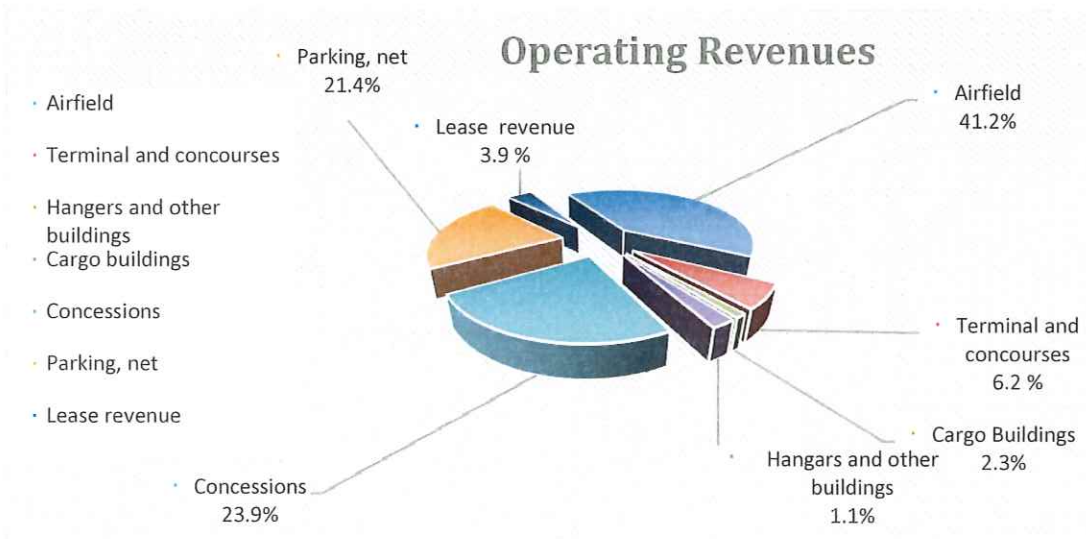
Summary of Revenues, Expenses, and Changes in Fund Net Position

The Airport's revenues, expenses, and changes in fund net position for the fiscal years ended June 30, 2022 and 2021 are summarized as follows:

	<u>2022</u>	<u>2021</u>	<u>Dollar change</u>	<u>Percentage change</u>
Operating revenues	\$ 114,302	\$ 87,710	\$ 26,592	30.3 %
Operating expenses	<u>139,557</u>	<u>138,133</u>	<u>1,424</u>	<u>1.0</u>
Operating loss	\$ <u>(25,255)</u>	\$ <u>(50,423)</u>	\$ <u>25,168</u>	<u>(49.9)%</u>
Nonoperating revenues/(expenses), net	\$ 22,995	\$ 28,613	\$ (5,618)	(19.6)%
Loss before capital contributions and transfers, net	\$ (2,260)	\$ (21,810)	\$ 19,550	(89.6)%
Capital contributions	12,449	10,338	2,111	20.4
Transfers out	<u>(5,718)</u>	<u>(4,386)</u>	<u>(1,332)</u>	<u>30.4</u>
Increase (decrease) in net position	\$ <u>4,471</u>	\$ <u>(15,858)</u>	\$ <u>20,329</u>	<u>(128.2)%</u>
Net position, end of year	\$ 1,154,974	\$ 1,150,503	\$ 4,471	0.4 %

Revenues

The following chart shows the major sources of operating revenues, and their percentage share of total operating revenues, for the year ended June 30, 2022:



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Management's Discussion and Analysis – Unaudited

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

The following table summarizes Airport operating and nonoperating revenues, and their percentage share of total Airport operating and nonoperating revenue, for the year ended June 30, 2022:

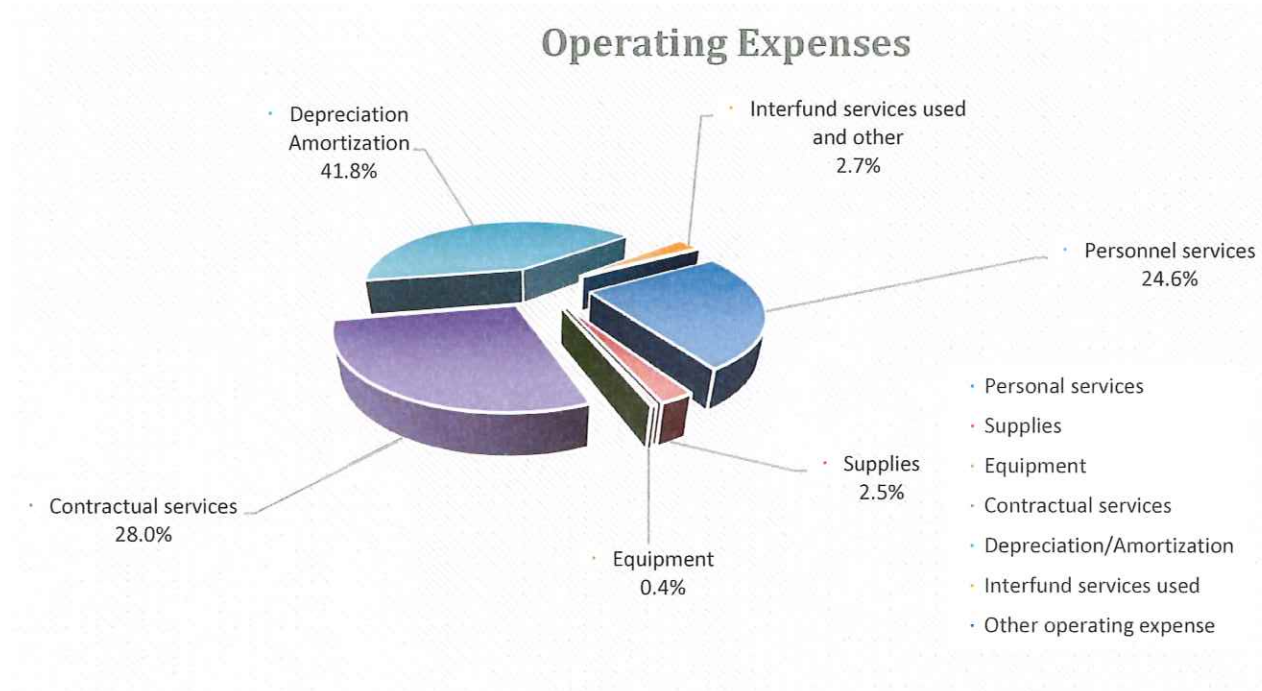
	<u>2022</u>	<u>Percentage of total</u>	<u>Dollar change from 2021</u>	<u>Percentage change from 2021</u>
Operating revenues:				
Aviation revenue:				
Airfield	\$ 47,069	29.7 %	\$ 7,570	19.2 %
Terminal and concourses	7,100	4.5	(433)	(5.7)
Hangars and other buildings	1,289	0.8	53	4.3
Cargo buildings	2,628	1.6	(132)	(4.8)
Concessions	27,339	17.3	5,819	27.0
Parking, net	24,484	15.5	14,294	140.3
Lease revenue	4,393	2.8	(579)	(11.6)
Total operating revenue	<u>114,302</u>	<u>72.2</u>	<u>26,592</u>	<u>30.3</u>
Nonoperating revenues:				
Intergovernmental revenue	434	0.3	(268)	(38.2)
Passenger facility charges	23,249	14.7	11,148	92.1
Other nonoperating revenue, net	20,343	12.8	(14,873)	(42.2)
Total nonoperating revenue	<u>44,026</u>	<u>27.8</u>	<u>(3,993)</u>	<u>(8.3)</u>
Total revenues	\$ <u>158,328</u>	<u>100.0 %</u>	\$ <u>22,599</u>	<u>16.7 %</u>

Fiscal year 2022 operating revenues increased 30.3%, or \$26,592 primarily due to increase in parking, concessions and landing fees revenue. In addition, nonoperating revenues, net decreased 8.3%, or \$3,993 primarily due to a decrease in CARES funds received this fiscal year and a larger investment loss this year compared to the prior year, partially offset by an increase in PFC revenue and ARPA funds.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)
 Management's Discussion and Analysis – Unaudited
 June 30, 2022
 (Dollars in thousands, unless otherwise indicated)

Expenses

The following chart shows the major sources of operating expenses, and their percentage share of total operating expenses, for the year ended June 30, 2022:



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Management's Discussion and Analysis – Unaudited

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

The following table summarizes Airport operating and nonoperating expenses, and their percentage share of total Airport operating and nonoperating expenses, for the year ended June 30, 2022:

	<u>2022</u>	<u>Percentage of total</u>	<u>Dollar change from 2021</u>	<u>Percentage change from 2021</u>
Operating expenses:				
Personnel services	\$ 34,320	21.4 %	\$ (2,467)	(6.7)%
Supplies	3,459	2.2	(583)	(14.4)
Equipment	540	0.3	265	96.4
Contractual services	39,154	24.4	6,028	18.2
Depreciation	58,154	36.2	(1,522)	(2.6)
Right to use lease assets amortization	90	0.1	90	0.2
Interfund services used	3,158	2.0	133	4.4
Other operating	682	0.4	(520)	(43.3)
Total operating expenses	<u>139,557</u>	<u>86.9</u>	<u>1,424</u>	<u>1.0</u>
Nonoperating expenses:				
Investment loss	3,000	1.9	2,283	318.4
Interest expense	18,031	11.2	(658)	(3.5)
Total nonoperating expenses	<u>21,031</u>	<u>13.1</u>	<u>1,625</u>	<u>8.4</u>
Total expenses	<u>\$ 160,588</u>	<u>100.0 %</u>	<u>\$ 3,049</u>	<u>1.9 %</u>

Airline Use Rates and Charges

As of June 30, 2022, the Airport was served by 13 signatory airlines, which have use agreements, of which two are cargo carriers. Sixteen airlines have operating agreements and 11 are designated as affiliates. An individual airline that signed a Use and Lease Agreement with the Airport has a contract that establishes how the airlines are assessed annual rates and charges for their use of the Airport. These agreements expired on June 30, 2021. Due to COVID-19, the agreements were extended for a one year term expiring on June 30, 2022, with a one year renewal option upon written notice by airlines no less than 120 days prior to expiration and both parties mutually agree to extend the term to June 30, 2023. All signatory airlines exercised their renewal option to extend the term to June 30, 2023. The agreements remain a hybrid rate methodology where a residual framework is applied to the airfield cost center whereas terminal cost centers are compensatory.

Landing and rental fees are calculated on budgeted operating and maintenance expenses and are charged to the airlines based upon forecasted landing weights or square footage utilized. The amount charged is adjusted at year-end based upon actual expenses and actual landed weight and the difference is settled with the Airlines. Nonaffiliated airlines with operating agreements and carriers landing without an Airport Agreement are assessed 125% of the landing fee rate assessed carriers with use agreements.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Management's Discussion and Analysis – Unaudited

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

Capital Acquisitions and Construction Activities

During fiscal year 2022, the Airport expended \$17,130 on capital activities related to construction in progress. During 2022, completed projects totaling approximately \$10,250 were transferred from construction in progress to their respective capital accounts. The major completed projects were as follows:

Terminal and concourse improvements	\$	3,409
Runway improvements		6,288
Roadway improvements		36
Airport office building, banshee buildings, and others		<u>517</u>
Total	\$	<u>10,250</u>

Capital asset acquisitions and improvements exceeding \$10,000 (in dollars) are capitalized at cost. Acquisitions are funded using a variety of financing techniques, including federal grants, State of Missouri grants, passenger facility charges, debt issuances, and Airport operating revenues. Additional information on the Airport's capital assets and commitments can be found in the notes to the basic financial statements.

Passenger Facility Charges (PFC)

The Airport initially received approval from the FAA to impose a passenger facility charge of \$3.00 (in dollars) per enplaned passenger beginning December 1, 1992, not to exceed \$131,453, principally to finance the Airport Capital Improvement Program. On December 1, 2001, the Airport received approval to increase the PFC to \$4.50 (in dollars) per enplaned passenger. The current limitation on passenger facility charges to be collected is \$1,097,771.

The PFC is withheld by the respective airline for each ticket or transfer in St. Louis and remitted to the Airport one month after collection, less a \$0.11 (in dollars) per ticket operating fee by the airline. PFC revenue is classified as nonoperating revenue.

Long-Term Debt Administration

At June 30, 2022, the Airport had the following bond series outstanding:

Revenue Refunding Bonds, Series 2005, dated July 7, 2005, maturing annually from fiscal year 2025 through 2032 with interest coupons ranging from 5.0% to 5.5%

- Balance outstanding at June 30, 2022 – \$145,995

Revenue Refunding Bonds, Series 2007A, dated January 23, 2007, maturing annually from fiscal year 2026 through 2027 with interest coupons of 5.25%

- Balance outstanding at June 30, 2022 – \$34,105

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Management's Discussion and Analysis – Unaudited

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

Revenue Refunding Bonds, Series 2012, dated June 30, 2012, maturing in fiscal year 2022 with interest coupon of 5.00 %

- Balance outstanding at June 30, 2022 – \$18,755

Revenue Refunding Bonds, Series 2015, dated June 25, 2015, maturing annually from fiscal year 2022 through 2024 with interest coupon of 5.00%

- Balance outstanding at June 30, 2022 – \$5,910

Revenue Refunding Bonds, Series 2017A, dated June 30, 2018, maturing annually from fiscal year 2022 through 2033 with interest coupons of 5.00%

- Balance outstanding at June 30, 2022 – \$88,100

Revenue Refunding Bonds, Series 2017B, dated June 30, 2018, maturing annually from fiscal year 2022 through 2028 with interest coupons of 5.00%

- Balance outstanding at June 30, 2022 – \$46,680

Revenue Bonds, Series 2017C, dated June 30, 2018, maturing annually from fiscal year 2039 through 2048 with interest coupons of 5.00%

- Balance outstanding at June 30, 2022 – \$31,700

Revenue Bonds, Series 2017D, dated June 30, 2018, maturing annually from fiscal year 2029 through 2038 with interest coupons of 5.00%

- Balance outstanding at June 30, 2022 – \$26,605

Revenue Bonds, Series 2019A, dated June 30, 2021, maturing annually from fiscal year 2038 through 2050 with interest coupons of 5.00%

- Balance outstanding at June 30, 2022 – \$13,235

Revenue Bonds, Series 2019B, dated June 30, 2021, maturing annually from fiscal year 2022 through 2038 with interest coupons of 5.00%

- Balance outstanding at June 30, 2022 – \$8,090

Revenue Refunding Bonds, Series 2019C, dated June 30, 2021, maturing annually from fiscal year 2026 through 2035 with interest coupon of 5.00%

- Balance outstanding at June 30, 2022 – \$75,470

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Management's Discussion and Analysis – Unaudited

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

Revenue Refunding Bonds, Series 2022A, dated June 30, 2022, maturing annually from fiscal year 2024 through 2033 with interest coupon of 5.00%

- Balance outstanding at June 30, 2022 – \$14,335

Credit Ratings

Moody's Investors Service, Inc. (Moody's) assigned a rating of "A2" subsequent to June 30, 2022 on the basis of the credit of the Airport and Standard & Poor's Ratings Services (S&P), a division of The McGraw-Hill Companies, Inc., assigned a rating of "A-".

Economic Outlook and Subsequent Events that will Affect the Future

The Coronavirus (COVID-19) global pandemic caused sharp declines in air travel and enplanement growth at St. Louis Lambert International Airport (STL) and the aviation industry worldwide. Prior to the pandemic, STL experienced 50 straight months of passenger growth. The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) approved by the U.S. Congress and signed by the President on March 27, 2020 provided relief measures and direct aid for airports, as well as, direct aid, loans and loan guarantees for passenger and cargo airlines. STL was awarded \$59.9 million in CARES Act funds to assist with the payment of operating and maintenance expenses and to pay debt service on outstanding Airport revenue bonds. STL met eligibility requirements for approximately \$1.4 million of the CARES Act funds in fiscal year 2022.

The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) was signed by the President on December 27, 2020 to provide \$2 billion in additional economic relief to airports to respond to the global pandemic. STL was awarded \$15.2 million to assist with continuing pandemic relief, this amount includes \$1.6 million dedicated to providing rent relief from rent and minimum annual guarantees to on-airport parking, on-airport car rental, and in-terminal airport concessions. STL met eligibility requirements for all of the CRRSAA funds totaling \$15.2 million in fiscal year 2022.

To facilitate additional recovery from the pandemic, the President signed into law the \$1.9 trillion American Rescue Plan Act of 2022 (ARPA) on March 11, 2021. STL was awarded \$56.2 million for pandemic relief and recovery, this amount includes \$6.6 million for rent and minimum annual guarantees for eligible airport concessions. STL met eligibility requirements for approximately \$3.5 million in fiscal year 2022. There have been no loan defaults or a need to restructure debt to avoid default and STL complies with all bond indenture requirements. STL cannot predict the duration or extent of the COVID-19 pandemic on the aviation industry. STL will continue to assess and implement opportunities to reduce costs and adjust operations to keep the Airport safe and efficient in response to the ongoing effect of the pandemic.

Requests for Information

These basic financial statements are designed to provide a general overview of the Airport's finances for all those with an interest. Questions concerning any information provided in this report should be addressed to the Office of the Airport Assistant Director for Finance and Accounting, St. Louis Lambert International Airport, P.O. Box 10212, St. Louis, Missouri, 63145.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Balance Sheet

June 30, 2022

(Dollars in thousands)

Assets

Current assets:

Unrestricted assets:

Cash and cash equivalents	\$	39,260
Investments		30,814
Accounts receivable, net		12,438
Lease receivable		17,558
Supplies and materials		3,025
Other current assets		1,135
		104,230

Total unrestricted assets

Restricted assets:

Cash and cash equivalents		117,634
Accrued interest receivable		283
Passenger facility charges receivable		4,208
Government grants receivable		10,232
		132,357

Total restricted assets

Total current assets

236,587

Noncurrent assets:

Unrestricted:

Investments		24,246
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Restricted:

Cash and cash equivalents		11,928
Investments		72,840

Capital assets, net		1,447,269
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Net pension asset		2,230
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Right to use lease assets, net		178
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Lease receivable		61,339
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Other assets		1,425
		1,425

Total noncurrent assets

1,621,455

Deferred outflows of resources-loss on bond refunding

5,316

Deferred outflows of resources-pension related

4,448

Total assets and deferred outflows of resources

\$ 1,867,806

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Balance Sheet

June 30, 2022

(Dollars in thousands)

Liabilities and Net Position

Current liabilities:

Payable from unrestricted assets:

Accounts payable and accrued expenses	\$	19,423
Unearned revenue and other current liabilities		495
Due to the City of St. Louis, Missouri		5,370

Total payable from unrestricted assets		25,288
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Payable from restricted assets:

Current maturities of revenue bonds payable		53,725
Accrued interest payable		11,371
Contracts and retainage payable		10,289

Total payable from restricted assets		75,385
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Total current liabilities		100,673
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Noncurrent liabilities:

Revenue bonds payable, net		496,851
Net pension liability		15,331
Other long-term liabilities		9,085

Total noncurrent liabilities		521,267
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Deferred inflows of resources-gain on bond refunding		1,397
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Deferred inflows of resources-pension related		11,089
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Deferred inflows of resources-leases		78,406
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Total liabilities and deferred inflows of resources		712,832
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Net position:

Invested in capital assets, net of related debt		1,040,240
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Restricted:

Bond reserve funds		47,545
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Passenger facility charges		9,971
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Unrestricted		57,218
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Total net position		1,154,974
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Total liabilities, deferred inflows of resources, and net position		\$ 1,867,806
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See accompanying notes to basic financial statements.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Statement of Revenues, Expenses, and Changes in Fund Net Position

Year ended June 30, 2022

(Dollars in thousands)

Operating revenue:	
Aviation revenue:	
Airfield	\$ 47,069
Terminals and concourses	7,100
Hangars and other buildings	1,289
Cargo buildings	2,628
Concessions	27,339
Parking, net	24,484
Lease revenue	4,393
	114,302
Total operating revenue	
Operating expenses:	
Personnel services	34,320
Supplies	3,459
Equipment	540
Contractual services	39,154
Depreciation	58,154
Right to use lease assets amortization	90
Interfund services used	3,158
Other	682
	139,557
Total operating expenses	
Operating loss	(25,255)
Nonoperating revenue (expenses):	
Intergovernmental revenue	434
Investment loss	(3,000)
Interest expense	(18,031)
Passenger facility charges	23,249
Other, net	20,343
	22,995
Total nonoperating revenues, net	
Loss before capital contributions and transfers	(2,260)
Capital contributions	12,449
Transfers to the City of St. Louis, Missouri	(5,718)
	6,731
Total capital contributions and transfers	
Increase in net position	4,471
Total net position, beginning of year	1,150,503
Total net position, end of year	\$ 1,154,974

See accompanying notes to basic financial statements.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Statement of Cash Flows

Year ended June 30, 2022

(Dollars in thousands)

Cash flows from operating activities:	
Receipts from customers and users	\$ 114,422
Payments to suppliers of goods and services	(38,387)
Payments to or on behalf of employees	(35,125)
Payments for interfund services used	<u>(2,480)</u>
Net cash provided by operating activities	<u>38,430</u>
Cash flows from noncapital financing activity:	
Receipt of CRRSAA and ARPA funding	20,140
Transfers to other funds of the City of St. Louis, Missouri	<u>(5,718)</u>
Net cash provided by noncapital financing activity	<u>14,422</u>
Cash flows from capital and related financing activities:	
Cash collections from passenger facility charges	22,000
Receipt of federal financial assistance	7,970
Acquisition and construction of capital assets	(18,518)
Right to use lease assets	(268)
Proceeds from issuance of bonds	15,343
Proceeds from insurance recoveries	41
Proceeds from the sale of surplus property	79
Principal paid on revenue bond maturities	(34,475)
Interest paid on revenue bonds	<u>(26,211)</u>
Net cash used in capital and related financing activities	<u>(34,039)</u>
Cash flows from investing activities:	
Purchases of investments	(61,716)
Proceeds from sales and maturities of investments	54,048
Investment income	<u>2,025</u>
Net cash used in investing activities	<u>(5,643)</u>
Net increase in cash and cash equivalents	<u>13,170</u>
Cash and cash equivalents:	
Beginning of year:	
Unrestricted	36,219
Restricted	<u>119,433</u>
	<u>155,652</u>
End of year:	
Unrestricted	39,260
Restricted	<u>129,562</u>
	<u>\$ 168,822</u>

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Statement of Cash Flows

Year ended June 30, 2022

(Dollars in thousands)

Reconciliation of operating loss to net cash provided by operating activities:	
Operating loss	\$ (25,255)
Adjustments to reconcile operating loss to net cash provided by operating activities:	
Depreciation and amortization	58,244
Changes in assets and liabilities:	
Accounts receivable, net	(77,500)
Supplies and materials	(244)
Other assets	(2,296)
Net pension liabilities/assets	16,311
Deferred Outflow of resources-Leases	78,406
Accounts payable and accrued expenses	5,297
Due to/from the City of St. Louis, Missouri	848
Other long-term liabilities	(15,381)
Total adjustments	63,685
Net cash provided by operating activities	\$ 38,430
Supplemental disclosures for noncash activities:	
Unrealized loss on investments	\$ (5,291)
Capital assets in contracts and retainage payable	10,289

See accompanying notes to basic financial statements.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

(1) Summary of Significant Accounting Policies

The St. Louis Lambert International Airport (the Airport) is owned and operated by the City of St. Louis, Missouri (the City). The Airport is an enterprise fund of the City, and therefore, the basic financial statements of the Airport are not intended to present the financial position, changes in financial position, and cash flows of the City as a whole in conformity with U.S. generally accepted accounting principles.

(a) Basis of Accounting

Governmental enterprise funds are used to account for operations of governmental entities that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

The Airport prepares its financial statements in accordance with U.S. generally accepted accounting principles for governmental enterprise funds, which are similar to those for private business enterprises. Accordingly, the economic resource measurement focus and the accrual basis of accounting are used whereby revenues are recorded when earned and expenses are recorded when incurred.

In reporting its financial activity, the Airport applies all applicable Governmental Accounting Standards Board (GASB) pronouncements.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's ongoing operations. Revenues from airlines, concessions, and parking are reported as operating revenues. Transactions that are capital, financing, or investing related are reported as nonoperating revenue. All expenses related to operating the Airport are reported as operating expenses. COVID-19 relief funding, interest expense, and financing costs, are reported as nonoperating.

(b) Accounts Receivable

Accounts receivable at June 30, 2022 consist of \$12,438 due from air carriers and concessionaires with operations at the Airport. This amount includes a \$246 allowance reserve for concessionaire accounts eligible for minimum annual guarantee rent abatements.

(c) Supplies and Materials

Supplies and materials represent items used in support of operations and maintenance of the Airport. Supplies and materials amounts are recorded at cost using a method that approximates the first-in, first-out method.

(d) Passenger Facility Charges (PFCs)

The Airport collects a \$4.50 (in dollars) facility charge per enplaned passenger to fund approved FAA projects. The PFCs are withheld by the respective airlines for each ticket purchased and passenger transfer made in St. Louis and remitted to the Airport one month after the month of receipt, less an

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

\$0.11 (in dollars) per ticket operating fee retained by the airlines. PFCs represent an exchange-like transaction and are recognized as nonoperating revenue based upon passenger enplanements. Passenger facility charges receivable as of June 30, 2022 were \$4,208. These amounts were collected during July and August of 2022.

(e) Capital Assets, Net

Capital assets, excluding intangible right-to-use lease assets, are recorded at historical cost. Depreciation, including depreciation recognized on assets acquired through government grants and other aid, is computed on the straight-line method over the estimated useful lives of the various classes of assets. Land is recorded at cost, which, in addition to the purchase price, includes appraisal and legal fees, demolition, and homeowner relocation costs. Net interest costs on funds borrowed to finance the construction of capital assets are capitalized and amortized over the life of the related asset.

Airport management has evaluated prominent events or changes in circumstances affecting capital assets to determine whether any impairments of capital assets have occurred. Such events or changes in circumstances that were considered by Airport management to be indicative of impairment include evidence of physical damage, enactment or approval of laws or regulations, or other changes in environmental factors, technological changes or evidence of obsolescence, changes in the manner or duration of use of a capital asset, and construction stoppage.

(f) Interest Expense

Bond discounts and bond premiums are recorded as reductions of or additions to the related debt obligation as appropriate. Such amounts are deferred and amortized over the life of the bonds using the bonds outstanding method. Bond issuance costs are recognized as an outflow of resources and are expensed as incurred.

(g) Other Assets

Other noncurrent assets, as of June 30, 2022, comprise an advance of \$1,425 provided to the Airport's parking contractor and will be repaid to the Airport at the conclusion of the parking contract.

(h) Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses at June 30, 2022 comprise \$4,406, of accrued salaries and benefits; \$13,206 due to vendors and contractors; and \$1,811 of other accrued expenses.

(i) Vacation and Sick Leave Benefits

Under the terms of the City's personnel policy, City employees are granted vacation and sick leave. Employees who have an unused sick leave balance may, at retirement, elect to receive payment for one-half of the sick leave balance. As an estimate of the portion of sick leave that will result in termination payments, a liability has been recorded on the accompanying financial statements within other long-term liabilities representing one-half of the accumulated sick leave balances for those

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

employees who will be eligible to retire within five years. The liability totaled \$1,359 as of June 30, 2022 and is included in other long-term liabilities.

The vacation liability reflects amounts attributable to employee services already rendered and are cumulative. The liability totaled \$2,941 as of June 30, 2022 and is included in accounts payable and accrued expenses.

(j) Capital Contributions, Intergovernmental Revenue, and Other, Net

Capital contributions represent government grants used to fund capital projects and other contributed capital. Generally, capital contributions are recognized when the related expenditure is made and amounts become subject to claim for reimbursement. Certain Airport Improvement Program grants include look-back provisions, which allow the Airport to seek reimbursement for expenditures incurred prior to the respective Airport Improvement Program grant award date. In such circumstances, the Airport recognizes capital contributions for such grants upon meeting both the applicable eligibility requirements established by GASB Statement No. 33, *Accounting for Nonexchange Transactions*, and upon the designation of expenditures as eligible Airport Improvement Program expenditures as evaluated through the report date of the accompanying financial statements. Amounts received from other governments that are not restricted for capital purposes are reflected as nonoperating intergovernmental revenue.

Other, net includes \$20,140 in CARES, CRRSAA, and ARPA funding for which eligibility requirements have been met.

(k) Statement of Cash Flows

For purposes of the statement of cash flows, "cash and cash equivalents" is defined as all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased.

(l) Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

(m) Leases (Lessor)

The Airport is a lessor for various noncancellable leases of facilities and land. For leases with a maximum possible term of 12 months or less at commencement date, the Airport recognizes income based on the provisions of the lease contract. For all other leases (i.e. those that are not short-term), the Airport recognizes a lease receivable and an offsetting deferred inflow of resources.

At lease commencement, the Airport initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods. The Airport recognizes interest income on the lease receivable, and lease revenue from the deferred inflows of resources in a systematic and rational manner over the term of the lease.

Key estimates and judgments include how the Airport determines the (1) discount rate it uses to calculate the present value of the expected lease payments to be received, (2) lease term, and (3) lease payments to be received.

- The Airport uses its estimated incremental borrowing rate as the discount rate for leases. The Airport's incremental borrowing rate for leases is based on the rate of interest it would need to pay if it issued revenue bonds.
- The lease term includes the noncancellable portion of the lease, plus any additional periods covered by either an Airport or lessee unilateral option to (1) extend for which it is reasonably certain to be exercised, or (2) terminate for which it is reasonably certain not to be exercised. Periods in which both the Airport and the lessee have an option to terminate are excluded from the lease term.
- Lease payments to be received are evaluated by the Airport to determine if they should be included in the measurement of the lease receivable, including those payments that require a determination of whether they are reasonably certain of being received, such as base rent, percentage rent, and lease extension fees.

The Airport monitors changes in circumstances that may require remeasurement of a lease. When certain changes occur that are expected to significantly affect the amount of the lease, the receivable is remeasured, and a corresponding adjustment is made to the deferred inflow of resources.

(n) Leases (Lessee)

The Airport is a lessee for a noncancellable long-term lease of equipment, for which the Airport recognizes a lease liability.

The Airport initially measured the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured at the initial amount of the lease liability. Subsequently, the lease asset is amortized into depreciation expense on a straight-line basis over the term of the lease.

(o) Adoption of New Accounting Pronouncements

In 2022, the Airport implemented GASB Statement No. 87, *Leases*. This statement requires the recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

The Airport adopted this statement as of July 1, 2021. The result of this adoption of an accounting principle had no effect on net position as of July 1, 2021.

(2) Cash and Investments

The Airport applies the provisions of GASB Statement No. 72, *Fair Value Measurement and Application*, which requires investments to be measured at fair value. The definition of fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The statement established a hierarchy of inputs to valuation techniques used to measure fair value. The hierarchy has three levels:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets and liabilities.
- Level 2 inputs are inputs—other than quoted prices—included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs, such as management's assumption of the default rate among underlying mortgages of a mortgage-backed security.

The following table presents assets that are measured at fair value on a recurring basis at June 30, 2022:

<u>Assets</u>	<u>Total</u>	<u>Quoted prices in active markets for identical assets (Level 1)</u>	<u>Significant other observable inputs (Level 2)</u>	<u>Significant unobservable inputs (Level 3)</u>
Federal Home Loan Bank	\$ 2,333	—	2,333	—
Federal National Mortgage Association	27,390	—	27,390	—
Federal Farm Credit Bank	219	—	219	—
U.S. Treasury Bills and Notes	85,602	85,602	—	—
International Bank Notes	16,654	—	16,654	—
	<u>\$ 132,198</u>	<u>85,602</u>	<u>46,596</u>	<u>—</u>

Where applicable, investments are recorded at fair value, which is determined by quoted market prices using other observable inputs at year-end as reported by the investment custodian. Other investments, which are short-term in nature, are recorded using a cost-based measure.

Purchases and sales of investments are recorded on a trade date basis.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

The Airport deposits all cash with the Office of the Treasurer of the City, which maintains all banking relationships for the Airport. Additionally, all investment decisions are made by the City Treasurer and the City's agents.

Certificates of deposit are defined as investments for balance sheet classification and cash flow purposes; for custodial risk disclosure, however, they are described below as cash deposits. In addition, money market mutual funds are classified as cash and cash equivalents on the balance sheet, but as investments for custodial risk disclosure.

The Airport's current assets contemplate the exclusion of resources that are restricted as to withdrawal or use for other than current operations, are designated for expenditure in the acquisition or construction of noncurrent assets, or are segregated for the liquidation of long-term debts (except for maturing debt that is recorded as a current liability).

As of June 30, 2022, the Airport had the following cash deposits and investments:

Federal Home Loan Bank	\$	2,333
Federal National Mortgage Association		27,390
Federal Farm Credit Bank		219
U.S. Treasury Bills and Notes		85,602
International Bank Notes		16,654
Money Market Mutual Funds		98,376
State and Local Government		18,220
Commercial Paper		22,161
Other Cash Deposits		<u>25,767</u>
	\$	<u>296,722</u>

State statutes and City investment policies authorize the deposit of funds in financial institutions and trust companies. Investments may be made in obligations of the U.S. Government or any agency or instrumentality thereof; bonds of the State of Missouri, the City of St. Louis, Missouri, or any city within the state with a population of 400,000 inhabitants or more; or time certificates of deposit. In addition, the City may enter into repurchase agreements maturing and becoming payable within 90 days secured by U.S. Treasury obligations or obligations of the U.S. Government agencies or instrumentalities of any maturity as provided by law. Funds in the form of cash deposits are required to be insured or collateralized by authorized investments held in the City's name.

(a) Interest Rate Risk

The Airport seeks to minimize its exposure to fair value losses arising from changes in interest rates by selecting investments in adherence to the Investment Policy for the City of St. Louis, Missouri (Investment Policy). The Investment Policy provides that, to the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities or make a time deposit with a stated maturity or more

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

than five years from the date of purchase. The average maturity for collateral provided to the City for deposits in connection with a repurchase agreement shall not exceed five years without the written approval of the City Treasurer. In connection with any outstanding bond issue, debt service reserve funds may be invested to a maximum maturity of 15 years, and up to 30 years with the approval of the Treasurer.

The investments had the following maturities on June 30, 2022:

	Fair value	Investment maturities (in years)		
		Less than 1	1 – 5	6 – 10
Federal Home Loan Bank	\$ 2,333	2,333	—	—
Federal National Mortgage Association	27,390	16,531	10,859	—
Federal Farm Credit Bank	219	219	—	—
Commercial Paper	22,161	22,161	—	—
U.S. Treasury Bills and Notes	85,602	28,064	57,538	—
International Bank Notes	16,654	6,183	10,471	—
State and Local Government	18,220	18,220	—	—
Money Market Mutual Funds	98,376	98,376	—	—
	<u>\$ 270,955</u>	<u>192,087</u>	<u>78,868</u>	<u>—</u>

(b) Credit Risk

The Investment Policy provides that investments of the City be rated in one of the three highest ratings categories by Moody's Investors Service, Standard & Poor's Corporation, or Fitch's Ratings Service.

The investments had the following ratings on June 30, 2022:

	Fair value	Investment Ratings (Standard and Poor's)				Not rated
		AAA	A-1+	A-1	AA+	
Federal Home Loan Bank	\$ 2,333	—	—	—	2,333	—
Federal National Mortgage Association	27,390	—	—	—	27,390	—
Federal Farm Credit Bank	219	—	—	—	—	219
Commercial paper	22,161	—	—	18,161	—	4,000
U.S. Treasury Bills and Notes*	85,602	—	—	—	61,929	23,673
International Bank Notes	16,654	16,654	—	—	—	—
State and Local Government	18,220	—	—	—	—	18,220
Money Market Mutual Funds	98,376	—	—	—	—	98,376
	<u>\$ 270,955</u>	<u>16,654</u>	<u>—</u>	<u>18,161</u>	<u>91,652</u>	<u>144,488</u>

* The Airport's investments in U.S. Treasury Bills and Notes are explicitly guaranteed by the U.S. government and, therefore, do not require a rating.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

(c) Custodial Credit Risk

Custodial credit risk is the risk that, in the event of the failure of a counterparty, the Airport will not be able to recover the value of the investments or collateral securities that are in the possession of the counterparty.

The Investment Policy requires that all cash deposits, time certificates of deposit, deposits with listed institutions, and repurchase agreements be covered by adequate pledged collateral or held in trust for the payment of the principal or redemption price of interest on any bond. Acceptable collateral includes U.S. Treasury obligations, other interest-bearing securities guaranteed as to principal and interest by the U.S. or an agency or instrumentality of the U.S., bonds of the State of Missouri, or bonds of the City. The market value of the principal and accrued interest of the collateral must equal 103% of the deposits secured, less any amount subject to federal deposit insurance. All City securities and securities pledged as collateral must be held in a segregated account on behalf of the City by an independent third party with whom the City has a current custodial agreement and has been designated by the Treasurer and Funds Committee as eligible to serve in such a capacity.

At June 30, 2022, all Airport investments and all collateral securities pledged against Airport deposits are held by the counterparty's trust department or agent in the City's name.

(d) Concentration of Credit Risk

The Investment Policy of the City provides that, with the exception of U.S. Treasury Securities, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution. The Airport has no separate policy related to the concentration of credit risk, and the Airport's concentration of credit risk is considered in conjunction with the review of the concentration of credit risk for the City's total investment portfolio.

At June 30, 2022, the concentration of the Airport's investments (excluding cash deposits) was as follows:

Federal National Mortgage Association	10.11 %
Federal Farm Credit Bank	0.08
Commercial paper	8.18
U.S. Treasury bills and notes	31.59
International Bank Notes	6.15
Federal Home Loan Bank	0.86
State and Local Government	6.72
Money Market Mutual Funds	36.31
	<hr/>
	100.00 %

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

(3) Restricted Assets

Cash and investments, restricted in accordance with bond provisions, are as follows at June 30, 2022:

Airport Bond Fund:	
Debt Service Account	\$ 117,634
Debt Service Reserve Account	19,721
Airport Renewal and Replacement Fund	3,500
Passenger Facility Charge Fund	5,763
Airport Debt Service Stabilization Fund	38,211
Airport Construction Fund	15,359
Drug Enforcement Agency funds	<u>2,214</u>
	<u>\$ 202,402</u>

Bond provisions require that revenues derived from the operation of the Airport be deposited into the unrestricted Airport Revenue Fund. From this fund, the following allocations are made (as soon as practicable in each month after the deposit of revenues, but no later than five business days before the end of each month) in the following order of priority, and as applicable:

- (a) Unrestricted Airport Operation and Maintenance Fund: An amount sufficient to pay the estimated operation and maintenance expenses during the next month.
- (b) Airport Bond Fund: For credit to the Debt Service Account if and to the extent required so that the balance in said account shall equal the accrued aggregate debt service on the bonds, to the last day of the then-current calendar month. This account shall be used only for payment of bond principal and interest as the same shall become due.
- (c) Airport Bond Fund: For credit to the Debt Service Reserve Account: An amount sufficient to maintain a balance in such account equal to the debt service reserve requirement (an amount equal to the greatest amount of principal and interest due in any future fiscal year). This account shall be available for deficiencies in the Debt Service Account on the last business day of any month, and the balance shall be transferred to the Debt Service Account whenever the balance in the Debt Service Account (before the transfer) is not sufficient to pay fully all outstanding bonds.
- (d) Arbitrage Rebate Fund: An amount necessary to fund the Arbitrage Rebate in order to pay the Rebate Amount when due and payable.
- (e) Subordinated Indebtedness: An amount sufficient to pay Subordinated Indebtedness in accordance with the authorizing and implementing documents for such Subordinated Indebtedness.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

- (f) Airport Renewal and Replacement Fund: An amount equal to \$57, provided that no deposit shall be required to be made into said fund whenever and as long as uncommitted moneys in said fund are equal to or greater than \$3,500 or such larger amount as the City shall determine is necessary for purposes of said fund and provided further that, if any such monthly allocation to said fund shall be less than the required amounts, the amount of the next succeeding monthly payments shall be increased by the amount of such deficiency. This fund shall be used for paying costs of renewal or replacement of capital items used in connection with the operation of the Airport.
- (g) A subaccount in the Airport Revenue Fund: An amount determined from time to time by the City such that if deposits were made in amounts equal to such amount in each succeeding month during each Airport fiscal year, the balance in such subaccount shall equal the amounts payable to the City with respect to such Airport fiscal year for the payment of 5% of gross receipts from operations of the Airport. A maximum of 80% of the monthly transfer to this subaccount may be paid to the City during the Airport's fiscal year. The final installment may only be paid to the City upon delivery of the Airport's audited financial statements to the Airport Bond Fund Trustee.
- (h) Airport Debt Service Stabilization Fund and the Airport Development Fund: Various amounts for fiscal years 2006 through 2011, achieved a balance of \$38,211 at the end of fiscal year 2011. Beginning in fiscal year 2012, the Airport will allocate an amount sufficient to bring the amount on deposit in the Debt Stabilization Fund equal to the Debt Stabilization Fund Requirement (or such lesser amount as is available in the Revenue Fund for such transfer).
- (i) The remaining balance in the Revenue Fund shall be deposited into the Airport Development Fund. This fund shall be used for extensions and improvements to the Airport, including equipment acquisition.

Bond provisions provide that, in the event the sums on deposit in the Airport Bond Fund – Debt Service and Debt Service Reserve Accounts are insufficient to pay accruing interest, maturing principal or both, Airport Development Fund, and Airport Renewal and Replacement Fund may be drawn upon, to the extent necessary, to provide for the payment of such interest, principal, or both. Any sums so withdrawn from these accounts for said purposes shall be restored thereto in the manner provided for in their original establishment. Bond provisions also provide that the principal proceeds from the sale of Airport revenue bonds shall be held in the Airport Construction Fund from which they shall be disbursed for the purposes contemplated in the related bond provisions and City ordinances.

Passenger Facility Charge Fund and Drug Enforcement Agency Funds are restricted in accordance with program agreements.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

(4) Capital Assets

Following is a summary of the changes in capital assets for the year ended June 30, 2022:

	<u>Balances, June 30, 2021</u>	<u>Additions</u>	<u>Retirements</u>	<u>Transfers</u>	<u>Balances, June 30, 2022</u>
Capital assets being depreciated:					
Pavings	\$ 1,107,710	1,250	—	6,579	1,115,539
Buildings and facilities	727,384	119	—	518	728,021
Equipment	108,314	3,713	(654)	2,782	114,155
	<u>1,943,408</u>	<u>5,082</u>	<u>(654)</u>	<u>9,879</u>	<u>1,957,715</u>
Less accumulated depreciation:					
Pavings	(663,771)	(32,580)	—	—	(696,351)
Buildings and facilities	(500,879)	(21,832)	—	—	(522,711)
Equipment	(76,489)	(3,742)	654	—	(79,577)
Total accumulated depreciation	<u>(1,241,139)</u>	<u>(58,154)</u>	<u>654</u>	<u>—</u>	<u>(1,298,639)</u>
Total capital assets being depreciated	<u>702,269</u>	<u>(53,072)</u>	<u>—</u>	<u>9,879</u>	<u>659,076</u>
Capital assets not being depreciated:					
Land	750,963	—	—	—	750,963
Construction in progress	26,844	17,130	—	(10,250)	33,724
Easements	3,506	—	—	—	3,506
Total capital assets not being depreciated	<u>781,313</u>	<u>17,130</u>	<u>—</u>	<u>(10,250)</u>	<u>788,193</u>
	<u>\$ 1,483,582</u>	<u>(35,942)</u>	<u>—</u>	<u>(371)</u>	<u>1,447,269</u>

Construction in progress as of June 30, 2022 consists of various improvements to the airfield and terminal buildings, as well as property purchased on which the Airport's expansion facilities will be constructed.

The estimated useful lives of capital assets are as follows:

	<u>Years</u>
Pavings	5–30
Buildings and facilities	5–30
Equipment	3–20

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

(5) Change in Long-Term Liabilities

Following is a summary of the changes in long-term liabilities for the year ended June 30, 2022:

	<u>Balances, June 30, 2021</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balances, June 30, 2022</u>	<u>Due within one year</u>
Revenue bonds payable (note 6)	\$ 529,120	14,335	(34,475)	508,980	53,725
Unamortized discounts and premiums (note 6)	48,836	574	(7,814)	41,596	—
Net pension liability (note 14)	30,383	—	(15,052)	15,331	—
Pension Funding Project (note 14)	4,281	—	(160)	4,121	170
Other long-term liabilities	372	177	—	549	—
Accrued vacation, compensatory, and sick time benefits	4,628	3,309	(3,214)	4,723	3,364
Unearned lease revenues	3,507	—	(281)	3,226	—
Total	<u>\$ 621,127</u>	<u>18,395</u>	<u>(60,996)</u>	<u>578,526</u>	<u>57,259</u>

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

(6) Revenue Bonds Payable

Bonds outstanding at June 30, 2022 are summarized as follows:

Bond Series 2005, interest rate ranging from 5.0% to 5.50%, payable in varying amounts through 2032	\$ 145,995
Bond Series 2007A, interest rate of 5.25%, payable in varying amounts through 2027	34,105
Bond Series 2012, interest rate of 5.00%, payable in 2023	18,755
Bond Series 2015, interest rate of 5.00%, payable in varying amounts through 2024	5,910
Bond Series 2017A, interest rate of 5.00%, payable in varying amounts through 2033	88,100
Bond Series 2017B, interest rate of 5.00%, payable in varying amounts through 2028	46,680
Bond Series 2017C, interest rate of 5.00%, payable in varying amounts through 2048	31,700
Bond Series 2017D, interest rate of 5.00%, payable in varying amounts through 2038	26,605
Bond Series 2019A, interest rate of 5.00%, payable in varying amounts through 2050	13,235
Bond Series 2019B, interest rate of 5.00%, payable in varying amounts through 2038	8,090
Bond Series 2019C, interest rate of 5.00%, payable in varying amounts through 2035	75,470
Bond Series 2022A, interest rate of 5.00%, payable in varying amounts through 2033	14,335
	508,980
Less:	
Current maturities	(53,725)
Unamortized discounts and premiums	41,596
	(12,129)
	\$ 496,851

Interest payments on the above issues are due semiannually on January 1 and July 1.

On June 30, 2022, the Airport issued \$14,335 Series 2022A Airport Revenue Refunding Bonds maturing in varying amounts through 2033 with interest rates of 5.00%. Proceeds from the bonds plus additional Airport cash of \$1,250 were used to refund \$18,755 of Series 2012 Revenue Refunding Bonds on July 1, 2022 and paid costs incidental to the issuance of the bonds.

At June 30, 2022, the Series 2012 bonds are reflected within current maturities of revenue bonds payable.

The Airport completed the advance refunding on July 1, 2022 to reduce its total debt service payments over the next 11 years by \$742 and to obtain an economic gain (difference between the present value of the old and new debt service payments) of \$972.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

Debt-Related Items Presented as Deferred Outflows/Inflows of Resources

In accordance with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, the gain/loss on bond refunding has been recorded as a deferred outflows/inflows of resources, net of the accumulated amortization and will be recognized as a component of interest expense using the bonds outstanding method over the life of the new bonds or of the old bonds, whichever is less. The detail of the debt-related items recognized as deferred outflows/inflows of resources as of June 30, 2022 is presented below:

Debt-Related Deferred Outflow/Inflow of Resources

Deferred outflow of resources – loss on bond refunding		\$ <u>5,316</u>
Deferred inflow of resources – gain on bond refunding		\$ <u>(1,397)</u>

Management is not aware of any violations of significant bond covenants with respect to the above issues at June 30, 2022.

As of June 30, 2022, the Airport's aggregate debt service requirements for the next five years and in five-year increments thereafter are as follows:

	Principal	Interest	Total
Year(s) ending June 30:			
2023	\$ 53,725	24,617	78,342
2024	30,385	22,818	53,203
2025	31,970	21,253	53,223
2026	38,620	19,463	58,083
2027	41,685	17,399	59,084
2028–2032	213,845	53,637	267,482
2033–2037	50,325	16,592	66,917
2038–2042	18,340	9,812	28,152
2043–2047	22,275	4,845	27,120
2048–2050	7,810	398	8,208
	\$ 508,980	190,834	699,814

(7) Use Agreements and Leases with Signatory Air Carriers

Effective July 1, 2016, the Airport entered into long-term use and lease agreements with signatory air carriers that expire on June 30, 2022. Due to COVID-19, the agreement included a one year renewal option upon written notice by airlines no less than 120 days prior to expiration and both parties mutually agree to extend the term to June 30, 2023. All signatory airlines exercised their renewal option to extend the term to June 30, 2023. Under the terms of the use and lease agreements, the air carriers have agreed to pay

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

airfield landing fees; terminal and concourse rentals; hangar, cargo, and maintenance facility rentals; and certain miscellaneous charges in consideration for use of the Airport. The assets that are being leased by the airlines are primarily included within building and facilities capital assets. The use and lease agreements also require the Airport to make certain capital improvements and to provide maintenance of certain Airport facilities. Payments by the air carriers are determined as follows:

- (a) Landing fees are calculated based on estimated operating and maintenance expenses of the airfield and allocated to the air carriers on the basis of landing weights. Landing fee revenues are adjusted each year by retroactive rate adjustment that is calculated as the difference between estimated and actual costs incurred and estimated and actual landing weights. These revenues are included in aviation revenue—airfield.
- (b) Rentals are calculated based on estimated operating and maintenance expenses of the terminals and concourse areas and hangars, cargo, and maintenance facilities, and allocated to the air carriers on the basis of square footage leased in the terminals. Rental revenue is adjusted each year by retroactive rate adjustment that is calculated as the difference between estimated and actual costs incurred. These revenues are included in aviation revenue—terminals and concourses.
- (c) Miscellaneous income is derived from the air carriers for their use of sanitary disposal facilities and airline service buildings.

During fiscal year 2022, revenues from signatory air carriers accounted for 43.6% of total Airport operating revenues.

Minimum future rentals for each year in the next five years and in the aggregate are not determinable given the method of calculation.

The following is a summary of aviation revenue by category and source from signatory and nonsignatory air carriers for the year ended June 30, 2022:

	<u>Signatory</u>	<u>Nonsignatory</u>	<u>Total</u>
Airfield	\$ 35,230	11,839	47,069
Terminal and concourses	12,291	(5,191)	7,100
Hangars and other buildings	544	745	1,289
Cargo buildings	1,803	825	2,628
	<u>\$ 49,868</u>	<u>8,218</u>	<u>58,086</u>

No assurance can be given as to the levels of aviation activity that will be achieved at the Airport in future fiscal years. Future traffic at the Airport is sensitive to a variety of factors including (1) the growth in the population and the economy of the area served by the Airport; (2) national and international political and economic conditions, including the effects of any past or future terrorist attacks; (3) air carrier economics and air fares; (4) the availability and price of aviation fuel; (5) air carrier service and route networks; (6) the

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

capacity of the air traffic control system; (7) the capacity of the Airport/airways system; and (8) global pandemics.

The level of aviation activity at the Airport can have a material impact on the amount of total revenues generated at the Airport. However, Airport management believes the risk of significant variance in Airport revenues is mitigated by the Airport Use Agreements, concession agreements, and other leases, which contain minimum annual revenue guarantees. Effective July 1, 2016, the Airport entered into a new long-term Airport Use and Lease Agreement (AUA) with signatory air carriers which expired on June 30, 2021. Due to COVID-19, the agreement was extended for a one year term expiring on June 30, 2022, with a one year renewal option upon written notice by airlines no less than 120 days prior to expiration and both parties mutually agree to extend the term to June 30, 2023. All signatory airlines exercised their renewal option to extend the term to June 30, 2023. Contemporaneously, the Airport also adopted a new companion Airline Operating Agreement and Terminal Building Space Permit (AOA), which the Airport will make available to airlines that elect not to enter into an AUA. The new agreements retain most of the provisions of the prior master agreements which expired June 30, 2016.

(8) Use Agreement with Signatory Air Carriers – Southwest Airlines and American Airlines, Inc.

Southwest Airlines (Southwest) and American Airlines, Inc. (American) represent the major air carriers providing air passenger service at the Airport.

Southwest provided 23.2% of the Airport's total operating revenues and 53.2% of total revenues from participating air carriers for the fiscal year ended June 30, 2022. Accounts receivable at June 30, 2022 contained \$1,280 relating to unused credits issued by the Airport to Southwest. These amounts include \$88 of unbilled amounts due to the Airport at June 30, 2022.

American provided 7.2% of the Airport's total operating revenues and 16.5% of total revenues from signatory air carriers for the fiscal year ended June 30, 2022. Accounts receivable at June 30, 2022 contained \$1,214 relating to amounts due to the Airport by American. These amounts include \$1,243 of unbilled aviation credits at June 30, 2022.

(9) Lease Receivable

The Airport is a lessor for various noncancellable long-term leases of its facilities and land with varying renewal privileges to various nonsignatory air carriers, concessionaires, and others. Lease terms for the leases vary from 1 year to 50 years. The discount rate used for the calculation of the lease receivable varies depending on the length of the respective leases, and ranged from 0.24% to 2.09%.

Lease income from noncancellable long-term fixed payment leases totaled \$18,414 for the year ended June 30, 2022. Interest income from noncancellable long-term leases totaled \$1,133 for the year ended June 30, 2022.

Where a monthly lease payment is less than the calculated interest amount for that month, the difference is recorded as accrued interest receivable and accounted for separately from the respective lease receivable balance. Monthly interest accrues based on prior month-end balances of both the lease receivable account and the related accrued interest receivable account. This accrued interest account will accumulate until

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

such time that monthly lease payment is greater than the interest calculated for that month. In leases that have outstanding accrued interest receivable balances, the related lease payments are applied in the following order: (1) to the interest portion of the rent, (2) to the accrued interest balance until fully paid, and (3) to the lease receivable balance. Accrued interest receivable totaled \$268 at June 30, 2022.

(10) Concessions Revenues

During fiscal year 2022, revenues from concessionaires accounted for 23.9% of total Airport operating revenues.

Following is a summary of revenues received by type of concession for the year ended June 30, 2022:

Advertising	\$	678
Transportation services		3,313
Automobile rental		11,837
General merchandise sales		4,875
Food and catering services		5,621
Other		1,015
	\$	<u>27,339</u>

(11) Parking Revenues, Net

Parking revenues, net represents revenues collected in conjunction with the operations of the Airport parking facilities, net of related expenses. Gross parking revenues and parking expenses for the year ended June 30, 2022 are as follows:

Parking revenues	\$	33,018
Parking expenses		<u>(8,534)</u>
Parking revenues, net	\$	<u>24,484</u>

(12) Related-Party Transactions

During the year ended June 30, 2022, the City charged the Airport \$1,604 for services rendered by various City departments, which are included in the Airport's operating expenses as interfund services used.

Each year, the Airport pays the City a gross receipts tax of approximately 5% of the Airport's gross receipts. During the year ended June 30, 2022, gross receipts tax amounted to \$5,718 and is reflected as transfers to the City of St. Louis, Missouri in the accompanying basic financial statements. As of June 30, 2022, \$1,430 remains unpaid.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

(13) Retirement Plans

All employees of the Airport are covered by the following citywide employee retirement plans. The employees of the Airport Fire Department are covered by the Firemen's Retirement System of St. Louis (FRS), a single-employer defined-benefit retirement plan. Effective February 1, 2013, the City passed Ordinances #69149 and #69245 (amended by #69353) and Judge Dierker's ruling (Board Bill 109) replaced the FRS with a new retirement system, The Firefighters' Retirement Plan (FRP). All other employees are covered by the Employees' Retirement System of the City of St. Louis (Employees' System), a cost-sharing, multiple-employer, public defined-benefit retirement plan. Each system is administered by a separate Board of Trustees, members of which are appointed by City officials and plan participants.

Firemen's Retirement System of St. Louis (FRS)

(a) System Description (FRS)

The FRS issues a publicly available financial report that includes financial statements and supplementary information. That information may be obtained by writing to the Firemen's Retirement System of St. Louis; 1601 S. Broadway; St. Louis, Missouri, 63104.

The following disclosures are based on the September 30, 2021 FRS financial statements and the October 1, 2021 actuarial valuation. The valuation as of October 1, 2021, reflects the changes attributable to Ordinances #69245 and #69353, and Judge Dierker's subsequent ruling (Board Bill 109). Key changes to the FRS are as follows:

- FRS is frozen as of February 1, 2013. That is, benefits paid from FRS will be based on the member's service and salary earned as of February 1, 2013. Participants with benefit service in FRS are classified as "grandfathered" members.
- Firefighters hired after February 1, 2013 are not members of FRS.
- Vesting and eligibility service earned after February 1, 2013 in the newly established Firemen's Retirement Plan of St. Louis (FRP) will count toward vesting and eligibility service in FRS.
- Ancillary benefits, for disability or death occurring after February 1, 2013, are assumed to be paid from the newly established FRP to the extent that benefits do not depend on service earned prior to February 1, 2013. FRS members who become disabled or die before retirement are eligible for a refund of contributions made to FRS.
- Employer contributions to the frozen FRS will continue to be calculated under the Frozen Initial Liability cost method.
- Member contributions after February 1, 2013 from "grandfathered" participants in FRS will be paid to the FRP.
- Grandfathered members with 20 or more years of service as of February 1, 2013 are eligible to retire with unreduced FRP benefits if retirement commences before age 55.
- Grandfathered members with less than 20 years of service as of February 1, 2013 are eligible to retire with actuarially reduced FRP benefits if retirement commences before age 55.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

As a result of Board Bill 109, the following assumptions were made:

- Since benefits paid under FRS will no longer depend on future salary increases, future salary increase assumptions have been eliminated in the projection of pay and valuation of benefits. Costs will continue to be spread over the present value of future salary, which includes future salary increases.
- It is assumed that grandfathered members with less than 20 years of service as of February 1, 2013 will not retire prior to age 55. The retirement rates were adjusted to reflect accelerated retirement when these members first become eligible at age 55.
- It was assumed the FRS frozen benefit relating to service and pay as of February 1, 2018, will be used to offset post-retirement survivor benefits paid under Firefighters' Plan.
- The overall rates of disability were not changed, but the proportion of ordinary accidental disabilities accounts for 20% ordinary and 80% accidental to 60% ordinary and 40% accidental.

Plan liabilities for FRS after Board Bill 109 are predominantly for retired members and their beneficiaries. That is, the proportion of retired liabilities to total plan liabilities is projected to be over 80% within 10 years.

An agreement between the City and FRS was reached regarding the recognition of City contributions under Board Bill 109. The City made contributions to FRS from February 1, 2013 to September 30, 2013. The contributions for this period recognize the impact of Board Bill 109, certain excess FRS City contributions were transferred from FRS to FRP.

The FRS, in accordance with Ordinance #62994 of the City, initiated during the Firemen's System's fiscal year ended August 31, 1994, the Deferred Retirement Option Plan (DROP). The DROP plan is available to members of the system who have achieved at least 20 years of creditable service and have eligibility for retirement. Those members who elect to participate will continue active employment, will have a service retirement allowance credited monthly into the DROP account of the member, and the member's contribution will be reduced to 1% from the normal 8%. During participation in the DROP plan, the member will not receive credit for employer contributions or credit for service. A member may participate in the DROP only once for any period up to five years. At retirement, the funds in the member's DROP account plus interest and accrued sick leave, if elected, are available to the member in a lump sum or in installments.

(b) Funding Policy (FRS)

Firefighters contributed 8% of their salary to the FRS, as mandated per State statute and adopted by City ordinance through February 1, 2013 (date frozen). The City is required to contribute the remaining amounts necessary to fund the FRS. The City's policy is that the Airport pays 10% of the contribution for FRS.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

(c) Net Pension Asset (FRS)

The Airport reported an asset of \$2,230 for its proportionate share of the net pension asset as of June 30, 2022. The net pension asset was measured as of September 30, 2021 and the total pension asset used to calculate the net pension asset was determined by an actuarial valuation as of October 1, 2021. The Airport's proportion of the net pension asset was based on the Airport's share of contributions to FRS relative to the contributions of all FRS.

(d) Actuarial Methods and Assumptions (FRS)

Significant actuarial assumptions used in the valuation of the FRS are as follows:

Method:

Date of actuarial valuation	October 1, 2021
Actuarial cost method	Entry Age – Normal
Actuarial assumptions:	
Investment rate of return	7.00%
Long-term municipal bond rate	2.41%
Rate of payroll growth	Benefits frozen as of February 1, 2013; therefore, no salary increases have been assumed
Consumer price inflation	2.50%
Mortality	Post-retirement ordinary – Pub-2010 Public Safety Employee Mortality Table, sex distinct, with future mortality improvements using MP-2019 Pre-retirement – Pub-2010 Public Safety Employee Mortality Table, sex distinct, with future mortality improvements using MP-2019 Post-disability – Pub-2010 Public Safety Employee Mortality Table, sex distinct, with future mortality improvements using MP-2019

The actuarial assumptions used in the October 1, 2021 actuarial valuation were based on the results of an actuarial experience study for the period October 1, 2014 to September 30, 2018 which was performed to compare actual demographic and economic experience with the actuarial assumptions used in the actuarial valuation.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

The long-term expected rate of return on the FRS investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. For each major asset class that is included in the pension plans target asset allocation as of October 1, 2021, these best estimates are summarized in the following table:

<u>Asset class</u>	<u>Target allocation</u>	<u>Long-term expected real rate of return</u>
Core bonds	5 %	2.58 %
Core plus	22	2.88
Absolute return	3	4.25
US large cap equity	18	7.13
US small cap equity	8	8.53
International developed equity	17	7.99
Emerging market equity	5	9.23
Long/Short equity	7	5.68
Core real estate	10	6.60
Value add real estate	5	8.10
Total	<u>100 %</u>	

The discount rate used to measure the total pension asset was 7.00%. The projection of cash flows used to determine the discount rate assumed that the Airport would make the required contributions as defined by Statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees and their beneficiaries. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension asset. For the October 1, 2021 actuarial valuation, a 7.00% long-term rate of return was used. The sensitivity of the net pension asset to changes in the discount rate for the year ended June 30, 2022 for the Airport is as follows:

	<u>Discount rate</u>	<u>Net pension asset</u>
1% decrease	6.00 %	1,962
Current rate	7.00	(2,230)
1% increase	8.00	(5,801)

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

(e) Pension Expense (FRS)

For the fiscal year ended June 30, 2022, the Airport recognized pension expense of \$(3). Annual pension expense consists of service cost, interest, and administrative expenses on the pension liability less employee contributions and projected earnings on pension plan investments. The difference between actual and expected earnings is recorded as a deferred outflow/inflow of resources recognized in pension expense over a five-year period.

(f) Deferred Outflows/Inflows of Resources Related to Pension (FRS)

In accordance with GASB Statement No. 68, the Airport recognizes differences between actual and expected experience with regard to economic or demographic factors, changes of assumptions about future economic or demographic factors, the difference between actual and expected investment returns, changes in proportion, and contributions subsequent to the measurement date as deferred outflows/inflows of resources. At June 30, 2022, the Airport reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred outflow of resources	Deferred inflow of resources
Difference between expected and actual liability experience	\$ —	80
Net difference between projected and actual earnings on pension plan investments	—	2,849
Changes in assumptions	101	—
Total	\$ 101	2,929

The Airport recognizes differences between actual and expected investment performance included in deferred outflows/inflows of resources on a straight-line basis over five years. Differences between expected and actual experience and changes in actuarial assumptions are amortized over the average expected remaining service life of FRS employees. The following table summarizes the future recognition of these items:

	Recognition
Year ended June 30:	
2023	\$ (213)
2024	(478)
2025	(957)
2026	(1,180)
	\$ (2,828)

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

Firefighter's Retirement Plan (FRP)

(a) System Description (FRP)

The FRP administers a single-employer defined-benefit pension plan providing pension benefits to the Airport firemen.

The FRP issues a publicly available financial report that includes financial statements and supplementary information. That report may be obtained by writing to the Firefighters' Retirement Plan of the City of St. Louis; 1114 Market Street, Suite 900; St. Louis, Missouri 63101.

Effective February 1, 2013, benefit accruals under the Firemen's Retirement System of St. Louis (FRS) were frozen. The Firefighters' Retirement Plan of the City of St. Louis (FRP) was established as of that date to provide retirement, disability, and death benefits for service rendered after the effective date. Credited service accrued under the FRS counts toward benefit accruals under the FRP, but benefits attributable to such services are offset by the benefits payable by the FRS. Under the FRP, the plan provisions for members who were active as of February 1, 2013 (Grandfathered Participants) are substantially the same as the plan provisions for the FRS.

The FRP provides retirement benefits as well as death and disability benefits. Grandfathered members are those who were employed prior to February 1, 2013. Members can voluntarily retire after a minimum of 20 years of service and upon reaching the normal retirement age of 55. A member who has 20 years of service but has not yet reached the age of 55 may elect an early retirement with the normal retirement benefit deferred until reaching the age of 55. In lieu of a deferred retirement benefit, the member may elect to receive his/her retirement benefit beginning on his/her early retirement date or on the first day of any month thereafter prior to reaching age 55 with such benefit actuarially reduced from age 55. A member hired on or after the effective date of February 1, 2013 who terminates employment after completing 10 years of service, but before completing 20 years of service, is eligible for a full unreduced pension beginning at age 62. Such a member may elect to receive a refund of his/her contributions, plus interest, in lieu of a pension benefit.

The monthly allowance is determined by the average final monthly compensation over the last 5 years of service. For grandfathered members, the average is over the last 2 years of service. The monthly allowance consists of 40% of the applicable final average monthly compensation at 20 years of service, plus 2% of such final average compensation for each of the next five years of service, plus 5% of final average compensation for each additional year of service after 25 years with a maximum pension of 75%. Unused accrued sick pay accumulated before September 20, 2010 may increase the maximum pension beyond this limitation.

A grandfathered member with 20 or more years of credited service may elect to enter the DROP program and defer retirement for up to five years while continuing active employment. The benefit payments the participant would have received during that period are deposited into the DROP account and earn interest at a rate equal to the percentage rate of return of the Trust Fund's investment portfolio for that year. After five years or termination from the DROP plan, the participant may retire or return to regular active service. Upon termination of employment, the participant can choose to receive the DROP account with interest earned. If the participant dies prior to termination of employment, the

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

DROP account is paid as a lump sum to the participant's beneficiary or estate. Active service while in the DROP program is not included in the credited service used to calculate the participant's final benefit amount.

Those members who elect to participate will continue active employment, will have a service retirement allowance credited monthly in the DROP account of the member, and the member's contributions will be reduced to 1% from the normal contribution percentage. During participation in the DROP, the member will not receive credit for City contributions or credit for service. A member may participate in the DROP only once for any period up to five years. At retirement the funds in the member's DROP account plus: 1) interest and 2) accrued sick leave if elected are available to the member in a lump sum or in installments.

(b) Funding Policy (FRP)

A grandfathered member with at least 20 years of service as of February 1, 2013 contribute 8% of their salary, after tax. All other members contribute 9% of their salary, pretax. The Airport is required to contribute the remaining amounts necessary to fund FRP. All members who terminate employment before becoming eligible to receive a retirement benefit will receive a refund of all contributions plus interest. Members hired after February 1, 2013 who terminate employment before reaching age 55 and elect a refund of contributions in lieu of a pension benefit will also receive a refund of their contributions plus interest, as will grandfathered members who terminate employment before completing 20 years of service. Contributions to the FRP made on or after the inception of the FRP are not refundable to a member who receives a service retirement benefit, ordinary disability benefit, or a service connected disability benefit, except that contributions to the FRP by a grandfathered member with at least 20 years of service as of inception who receives a service retirement benefit are refundable without interest.

An agreement between the City and FRS was reached regarding the recognition of City contributions under Board Bill 109. The City made contributions to FRS from February 1, 2013 to September 30, 2013. The contributions for this period recognize the impact of Board Bill 109, certain excess Firemen's System City contributions were transferred from the FRS to the FRP. The City's policy is that the Airport pays 10% of the contribution for FRP.

(c) Net Pension Liability (FRP)

The Airport reported a liability of \$1,401 for its proportionate share of the net pension liability as of June 30, 2022. The net pension liability was measured as of September 30, 2021 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of October 1, 2021. The Airport's proportion of the net pension liability was based on the Airport's share of contributions to FRP relative to the contributions of all FRP.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

The long-term expected rate of return on the FRP investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. For each major asset class that is included in the pension plans target asset allocation as of September 30, 2021, these best estimates are summarized in the following table:

<u>Asset class</u>	<u>Target allocation</u>	<u>Long-term expected real rate of return</u>
Fixed income	20 %	2.20 %
Domestic large cap equity	30	8.60
Domestic mid cap equity	15	10.20
Domestic small cap equity	5	9.30
Real estate	5	6.50
Foreign equity	20	6.10
Foreign equity – emerging markets	5	11.30
Total	<u>100 %</u>	

The discount rate used to measure the total pension liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that the Airport would make the required contributions as defined by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. For the October 1, 2021 actuarial valuation, a 7.25% long-term rate of return was used. The sensitivity of the net pension liability to changes in the discount rate for the year ended June 30, 2022 for the Airport is as follows:

	<u>Discount rate</u>	<u>Net pension liability</u>
1% decrease	6.25 %	3,411
Current rate	7.25	1,401
1% increase	8.25	(301)

(e) Pension Expense (FRP)

For the fiscal year ended June 30, 2022, the Airport recognized pension expense of \$409. Annual pension expense consists of service cost, interest and administrative expenses on the pension liability less employee contributions and projected earnings on pension plan investments. The difference

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

between actual and expected earnings is recorded as a deferred outflow/inflow of resources recognized in pension expense over a five-year period.

(f) Deferred Outflows/Inflows of Resources Related to Pension (FRP)

In accordance with GASB Statement No. 68, the Airport recognizes differences between actual and expected experience with regard to economic or demographic factors, changes of assumptions about future economic or demographic factors, the difference between actual and expected investment returns, changes in proportion, and contributions subsequent to the measurement date as deferred outflows/inflows of resources. At June 30, 2022, the Airport reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred outflow of resources</u>	<u>Deferred inflow of resources</u>
Net difference between projected and actual earnings on pension plan investments	—	1,354
Change in assumptions	278	738
Differences between expected and actual experience	<u>584</u>	<u>1,242</u>
Total	<u>\$ 862</u>	<u>3,334</u>

The Airport recognizes differences between actual and expected investment performance included in deferred outflows/inflows of resources on a straight-line basis over five years. Differences between expected and actual experience and changes in actuarial assumptions are amortized over the average expected remaining service life of the FRP employees. The following table summarizes the future recognition of these items:

	<u>Recognition</u>
Years ended June 30:	
2023	\$ (330)
2024	(600)
2025	(694)
2026	(445)
2027	(107)
Thereafter	<u>(296)</u>
	<u>\$ (2,472)</u>

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

Employees' Retirement System of the City of St. Louis (ERS)

The Airport participates in the Employees' Retirement System of the City of St. Louis (Employees' System), a cost-sharing, multiple-employer, public defined-benefit retirement plan.

(a) System Description (ERS)

All nonuniformed employees of the Airport become members of the Employees' System upon employment, with the exception of employees hired after attaining age 60.

The Employees' System issues a publicly available financial report that includes financial statements and supplementary information. That report may be obtained by writing to the Employees Retirement System of the City of St. Louis; 1114 Market Street, Suite 900; St. Louis, Missouri 63101.

The Employees' System provides for defined-benefit payments for retirement, death, or disability to eligible employees or their beneficiaries based upon creditable service, final average compensation, and a benefit compensation base. Benefits vest to employees covered by the Employees' System after the employee has attained five years of creditable service. Employees retire with full retirement benefits after the age 65 or if the employee's age and creditable service combined equal or exceed 85. Employees may retire and receive a reduced benefit after age 60, with five years of creditable service; age 55, with 20 years of creditable service; or at any age after 30 years of creditable service. The monthly pension benefits of all retirees or their beneficiaries are adjusted according to the changes in the Consumer Price Index of the U.S. Department of Labor. Increases are limited each year, with total increases to retirees or their beneficiaries limited to 25%.

On June 8, 2000, the Mayor of the City approved an ordinance passed by the Board of Aldermen, Authorizing a Deferred Retirement Option Plan (DROP), which became effective January 1, 2001. This plan states that when members reach retirement age, they are allowed to work for five additional years and defer receipt of their retirement allowance. The calculation of average salary for retirement benefits will not include the additional years of service after normal retirement age. The amount that would have been received as retirement benefit is put in a special DROP account monthly. The DROP account will not be adjusted for cost-of-living increases as the normal retirement benefits are. The DROP account earns interest at the actuarial valuation rate of return and at the 10-year U.S. Treasury Bond yield as of September 30 for DROP participants enrolling February 1, 2003 and thereafter. After the member completely terminates employment, the member can withdraw amounts from the DROP account in a lump sum or according to a deferred retirement payment plan.

(b) Funding Policy (ERS)

The Employees System's funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are sufficient to accumulate assets to pay benefits when due. If contributions are necessary, level percentage of payroll employer contribution rates are determined using the projected unit credit actuarial cost method.

Employer contribution rates are established annually by the Board of Trustees of the Employees' System based on an actuarial study. Deductions from plan net assets are financed from plan additions.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

The Board of Trustees established the required employer-contributions-rate-based active member payroll of 13.19% effective July 2020 and 12.26% effective July 2019.

Employees who became members of the Employees' System prior to October 14, 1977, and continue to make contributions, may make voluntary contributions to the Employees' System equal to 3% of their compensation until the employee's compensation equals the maximum annual taxable earnings under the Federal Social Security Act. Thereafter, employees may contribute 6% of their compensation for the remainder of the calendar year. The Airport's contributions to the Employee's system for the year ended June 30, 2022 were \$2,764.

(c) Net Pension Liability (ERS)

The Airport reported a liability of \$13,930 for its proportionate share of the net pension liability as of June 30, 2022. The net pension liability was measured as of September 30, 2021 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of October 1, 2021. The Airport's proportion of the net pension liability was based on the Airport's share of contributions to the Employees System relative to the contributions of all Employees System participating employers. As of September 30, 2021, the Airport's collective proportion was 8.01%, which was a decrease of 0.03% from its proportion measured as of September 30, 2020.

(d) Actuarial Methods and Assumptions (ERS)

The following were some of the significant actuarial assumptions used in the valuation of the Employee's System:

Date of actuarial valuation	October 1, 2021
Actuarial cost method	Entry age normal
Inflation	2.50%
Long-term rate of return	7.25%
Projected Salary increases	Varies by service, ranging from 2.50% to 4.55%
Mortality	Active: 135% of the Pub-2010 General Employee below-median income weighted mortality for males and 155% for females projected with generational mortality improvements from 2010 using Scale MP-2019 Healthy: 125% of the Pub-2010 General Retiree below-median income mortality for males and 120% for females projected with generational mortality improvements from 2010 using Scale MP-2019 Disabled: 120% of the Pub-2010 Non-Safety Disabled Retiree mortality for males and 110% for females projected with generational mortality improvements from 2010 using Scale MP-2019

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

The actuarial assumptions used in the October 1, 2021 actuarial valuation were based on the results of an actuarial experience study performed in 2020 which reviewed all economic and demographic assumptions.

The long-term expected rate of return on the Employees System investments was determined using a building-block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These rates are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

For each major asset class that is included in the pension plan target asset allocation as of September 30, 2021, these best estimates are summarized in the following table:

<u>Asset class</u>	<u>Target allocation</u>	<u>Long-term expected real rate of return</u>
Large cap	25.00 %	7.27 %
Mid cap	7.50	7.60
Small cap	7.50	7.90
International large cap	12.00	7.47
Emerging markets	3.00	8.10
Bank loans	5.00	6.10
Fixed income	10.00	3.30
International fixed income	5.00	5.80
Core real estate	10.00	6.60
Infrastructure	5.00	7.50
Private equity	5.00	10.80
Hedge funds	5.00	6.70
Total/Average	<u>100.00 %</u>	

The discount rate used to measure the total pension liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate. Based on those assumptions, the pension plans fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. For the October 1, 2021 actuarial valuation, a 7.25% long-term rate of return was used. The

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

sensitivity of the net pension liability to changes in the discount rate for the year ended June 30, 2022 for the Airport is as follows:

	<u>Discount rate</u>	<u>Net pension liability (NPL)</u>
1% decrease	6.25 %	22,754
Current rate	7.25	13,930
1% increase	8.25	6,418

(e) Pension Expense (ERS)

For the fiscal year ended June 30, 2022, the Airport recognized pension expense of \$2,590. Annual pension expense consists of service cost, interest, and administrative expenses on the pension liability less employee contributions and projected earnings on pension plan investments. The difference between actual and expected earnings is recorded as a deferred outflow/inflow of resources recognized in pension expense over a five-year period.

(f) Deferred Outflows/Inflows of Resources Related to Pension (ERS)

The Airport recognizes differences between actual and expected experience with regard to economic or demographic factors, changes of assumptions about future economic or demographic factors, the difference between actual and expected investment returns, changes in proportion, and contributions subsequent to the measurement date as deferred outflows/inflows of resources. At June 30, 2022, the Airport reported deferred outflows of resources and inflows of resources related to pensions from the following sources:

	<u>Deferred outflow of resources</u>	<u>Deferred inflow of resources</u>
Differences between expected and actual experience	\$ 169	240
Net difference between projected and actual earnings on pension plan investments	—	4,261
Changes in assumptions	1,211	—
Changes in proportion	—	325
Airport contributions subsequent to the measurement date	<u>2,105</u>	<u>—</u>
Total	\$ <u>3,485</u>	<u>4,826</u>

The \$2,105 reported as deferred outflows of resources related to pensions resulting from the Airport's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2023.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

The Airport recognizes differences between actual and expected investment performance included in deferred outflows/inflows of resources on a straight-line basis over five years. Differences between expected and actual experience and changes in actuarial assumptions are amortized over the average expected remaining service life of the Employee System. The following table summarizes the future recognition of these items:

Years ended June 30:	<u>Recognition</u>
2023	\$ 494
2024	(779)
2025	(1,460)
2026	<u>(1,701)</u>
Total	\$ <u><u>(3,446)</u></u>

(g) Pension Funding Project

During fiscal year 2008, the City of St. Louis Municipal Finance Corporation issued \$46,700 in Taxable Leasehold Revenue and Refunding Bonds Series 2007 (Pension Funding Project) to fund the Employees System. While the Airport is not legally responsible for these bonds, \$5,510 of the proceeds was allocated to the Airport. A \$4,121 liability is reflected on the balance sheet within noncurrent other long-term liabilities and is payable to the City of St. Louis by June 30, 2037.

(14) Commitments and Contingencies

At June 30, 2022, the Airport had outstanding commitments amounting to approximately \$38,383 resulting primarily from contracts for construction projects. In addition, the Airport has \$52,599 in outstanding commitments resulting from service agreements.

In connection with federal grant programs, the Airport is obligated to administer the related programs, spend the grant monies in accordance with regulatory restrictions, and is subject to audit by the grantor agencies. In cases of noncompliance, the agencies involved may require the Airport to refund program monies.

Finally, certain lawsuits were pending against the City that involved the Airport. In the opinion of Airport officials and legal counsel, these actions are not expected to have a material effect, individually or in the aggregate, on the financial position or results of operations of the Airport.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Notes to Basic Financial Statements

June 30, 2022

(Dollars in thousands, unless otherwise indicated)

(15) Risk Management

The Airport is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Airport participates in the Settlement Fund, an internal service fund of the City of St. Louis, Missouri. The purpose of the Settlement Fund is to account for risks in which the City is self-insured, primarily workers' compensation, unemployment benefits, certain general liability, and various other claims and legal actions. All self-insured claims liabilities and payments are recorded in the Settlement Fund. The Airport reimburses the Settlement Fund for workers' compensation claims on a cost-reimbursement basis. During the year ended June 30, 2022, expenses related to the Airport's participation in the Settlement Fund amounted to \$1,555 and are reflected as interfund services used in the accompanying basic financial statements. At June 30, 2022, the Airport owed the Settlement Fund \$3,931 for unreimbursed workers' compensation claims.

The Airport purchases commercial insurance for other risks it considers significant, including general liability, public officials' liability, property damage, employee honesty bond, business auto, and insurance on its fine arts. Settled claims did not exceed commercial coverage in any of the last three years.

(16) Pledged Revenues

The Airport has pledged future specific revenue streams, net of specified operating expenses, to secure the repayment of \$508,980 in various long-term debt issuances, as outlined in note 6. The general purpose of the various long-term debt issuances is for land acquisition and construction of the capital assets at the Airport. The bonds are payable from Airport net revenues and are payable through July 2050. Annual principal and interest payments on the bonds are expected to require less than 80% of estimated Airport net revenues. As of June 30, 2022, the total principal and interest remaining to be paid on the bonds is \$699,814. Principal and interest paid was \$61,699 for the year ended June 30, 2022. The pledged net revenue recognized for the year ended June 30, 2022 was \$61,419.

(17) Subsequent Events

In connection with the preparation of the basic financial statements, the Airport evaluated subsequent events through January 12, 2023, which was the date the basic financial statements were issued.

During the morning of Tuesday, July 26, 2022, the St. Louis region and the Airport experienced historic flash flooding caused by thunderstorms along the I-70 corridor in Missouri. The rainfall during this period broke previous rainfall records which occurred on August 20, 1915. The Airport has in place commercial insurance to cover various risks that are significant, including flooding losses. The Airport has a property insurance policy with a limit of \$1,000,000, however, the flood sublimit has a \$1,000 deductible with a \$25,000 limit of coverage. Also, along with property damage, vehicles and equipment were damaged and the Airport has auto insurance and large equipment insurance policies with a limit of \$1,000 and \$28,800, respectively. The Airport continues to work with insurance adjusters to determine final total of losses incurred due to the historic flooding. Also, the Airport management continues to assess the impairment of any capital assets due to the flooding event.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Analysis of Cash and Investment Accounts

Year ended June 30, 2022

(Dollars in thousands)

	Unrestricted		Unrestricted funds designated				Restricted held by trustee bond fund				Restricted other restricted funds					Total
	Revenue fund	Revenue fund subaccount	Operation and maintenance fund	Development fund (ADF)/ Debt Service Stabilization fund (DSSF)	Construction fund	Debt service account	Debt service reserve account	Renewal and replacement fund	Passenger facility charge fund	Stabilization fund	Construction fund	DEA fund				
Balance at June 30, 2021	\$ 14,032	6,030	73	72,006	(523)	100,746	21,403	3,500	8,190	38,211	15,359	2,148	281,175			
Cash deposited with City Treasurer	127,976	—	—	—	—	463	—	—	22,080	—	—	—	150,056			
Cash receipts	90	—	—	(43)	(5,540)	7	7	—	68	—	—	70	(4,885)			
Transfer in accordance with ordinance	(113,614)	5,718	76,992	(5,612)	—	62,710	(1,689)	—	(24,675)	—	—	—	(70)			
Vouchers and requisitions paid	(8,302)	—	(77,065)	—	—	—	—	—	—	—	—	(4)	(85,371)			
Bond Proceeds	—	—	—	—	—	14,542	—	—	—	—	—	—	14,542			
Interest	—	—	—	—	—	(26,770)	—	—	—	—	—	—	(26,770)			
Redemption of bonds	—	—	—	—	—	(34,057)	—	—	—	—	—	—	(34,057)			
Payments to the City of 5% of gross receipts	—	(4,287)	—	—	—	—	—	—	—	—	—	—	(4,287)			
Receipts from FAA, TSA, and MoDOT	—	—	—	24,248	—	—	—	—	—	—	—	—	24,248			
Capital expenditures	—	—	—	(17,859)	—	—	—	—	—	—	—	—	(17,859)			
Balance at June 30, 2022	\$ 20,182	7,461	—	72,740	(6,063)	117,634	19,721	3,500	5,763	38,211	15,359	2,214	296,722			

See accompanying independent auditors' report.

Schedule II

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2005 Revenue Refunding Bonds Payable

June 30, 2022

(Dollars in thousands)

<u>Maturity on July 1</u>	<u>Interest rate</u>	<u>Principal maturity</u>
2024	6.00 %	\$ 2,515
2025	6.00	2,655
2026	6.00	2,795
2027	6.00	24,545
2028	6.00	26,135
2029	6.00	27,570
2030	6.00	29,090
2031	6.00	30,690
		<u>\$ 145,995</u>

See accompanying independent auditors' report.

Schedule III

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2007A Revenue Refunding Bonds Payable

June 30, 2022

(Dollars in thousands)

<u>Maturity on July 1</u>	<u>Interest rate</u>	<u>Principal maturity</u>
2025	5.00 %	\$ 10,000
2026	5.00	<u>24,105</u>
		<u>\$ 34,105</u>

See accompanying independent auditors' report.

Schedule IV

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2012 Revenue Refunding Bonds Payable

June 30, 2022

(Dollars in thousands)

<u>Maturity on July 1</u>	<u>Interest rate</u>	<u>Principal maturity</u>
2022	5.00 %	\$ 18,755
		\$ 18,755

See accompanying independent auditors' report.

Schedule V

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2015 Revenue Refunding Bonds Payable

June 30, 2022

(Dollars in thousands)

<u>Maturity on July 1</u>	<u>Interest rate</u>	<u>Principal maturity</u>
2022	5.00 %	\$ 3,670
2023	5.00	2,240
		<u>\$ 5,910</u>

See accompanying independent auditors' report.

Schedule VI

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2017A Revenue Refunding Bonds Payable

June 30, 2022

(Dollars in thousands)

<u>Maturity on July 1</u>	<u>Interest rate</u>	<u>Principal maturity</u>
2022	5.00 %	\$ 22,925
2023	5.00	19,385
2024	5.00	20,365
2025	5.00	11,380
2026	5.00	—
2027	5.00	2,065
2028	5.00	2,170
2029	5.00	2,275
2030	5.00	2,390
2031	5.00	2,510
2032	5.00	2,635
		<u>\$ 88,100</u>

See accompanying independent auditors' report.

Schedule VII

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2017B Revenue Refunding Bonds Payable

June 30, 2022

(Dollars in thousands)

<u>Maturity on July 1</u>	<u>Interest rate</u>	<u>Principal maturity</u>
2022	5.00 %	\$ 8,010
2023	5.00	7,430
2024	5.00	7,625
2025	5.00	8,005
2026	5.00	6,780
2027	5.00	8,830
		<u>\$ 46,680</u>

See accompanying independent auditors' report.

Schedule VIII

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2017C Revenue Bonds Payable

June 30, 2022

(Dollars in thousands)

<u>Maturity on July 1</u>	<u>Interest rate</u>	<u>Principal maturity</u>
2038	5.00 %	\$ 2,520
2039	5.00	2,645
2040	5.00	2,780
2041	5.00	2,920
2042	5.00	3,065
2043	5.00	3,215
2044	5.00	3,375
2045	5.00	3,545
2046	5.00	3,725
2047	5.00	3,910
		<u>\$ 31,700</u>

See accompanying independent auditors' report.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2017D Revenue Bonds Payable

June 30, 2022

(Dollars in thousands)

Maturity on July 1	Interest rate	Principal maturity
2028	5.00 %	\$ 2,115
2029	5.00	2,220
2030	5.00	2,335
2031	5.00	2,450
2032	5.00	2,570
2033	5.00	2,700
2034	5.00	2,835
2035	5.00	2,975
2036	5.00	3,125
2037	5.00	3,280
		\$ 26,605

See accompanying independent auditors' report.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2019A Revenue Bonds Payable

June 30, 2022

(Dollars in thousands)

<u>Maturity on July 1</u>	<u>Interest rate</u>	<u>Principal maturity</u>
2037	5.00 %	\$ 550
2038	5.00	795
2039	5.00	835
2040	5.00	880
2041	5.00	925
2042	5.00	970
2043	5.00	1,015
2044	5.00	1,070
2045	5.00	1,120
2046	5.00	1,175
2047	5.00	1,235
2048	5.00	1,300
2049	5.00	1,365
		<u>\$ 13,235</u>

See accompanying independent auditors' report.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2019B Revenue Bonds Payable

June 30, 2022

(Dollars in thousands)

Maturity on July 1	Interest rate	Principal maturity
2022	5.00 % \$	365
2023	5.00	385
2024	5.00	400
2025	5.00	420
2026	5.00	445
2027	5.00	465
2028	5.00	490
2029	5.00	515
2030	5.00	540
2031	5.00	565
2032	5.00	595
2033	5.00	625
2034	5.00	655
2035	5.00	690
2036	5.00	725
2037	5.00	210
		\$ 8,090

See accompanying independent auditors' report.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2019C Revenue Refunding Bonds Payable

June 30, 2022

(Dollars in thousands)

<u>Maturity on July 1</u>	<u>Interest rate</u>	<u>Principal maturity</u>
2025	5.00 %	\$ 5,040
2026	5.00	6,390
2027	5.00	6,705
2028	5.00	7,040
2029	5.00	7,395
2030	5.00	7,760
2031	5.00	8,155
2032	5.00	8,560
2033	5.00	8,990
2034	5.00	9,435
		<u>\$ 75,470</u>

See accompanying independent auditors' report.

Schedule XIII

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of 2022A Revenue Refunding Bonds Payable

June 30, 2022

(Dollars in thousands)

<u>Maturity on July 1</u>	<u>Interest rate</u>	<u>Principal maturity</u>
2023	5.00 %	\$ 945
2024	5.00	1,065
2025	5.00	1,120
2026	5.00	1,170
2027	5.00	1,235
2028	5.00	1,300
2029	5.00	1,360
2030	5.00	1,430
2031	5.00	1,500
2032	5.00	3,210
		<u>\$ 14,335</u>

See accompanying independent auditors' report.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
 (An Enterprise Fund of the City of St. Louis, Missouri)

Schedule of Insurance - Unaudited

June 30, 2022

(Dollars in thousands)

<u>Insurer</u>	<u>Amount</u>	<u>Expiration date</u>	<u>Character of coverage</u>
Starr Aviation	\$ 350,000	10/1/2022	Airport Owners and Operators Liability
Swiss Re	750,000	10/1/2022	Property Damage and Time Element
ACE American Insurance Company	7,000	10/1/2022	Public official's and employee's liability
Granite States Insurance Company	1,000	10/1/2022	Liability
Lexington	28,780	10/1/2022	Inland Marine/Property equipment
Nationwide Mutual	100	10/1/2022	Surety Bond US Customs
Harleysville	5,410	10/1/2022	Property for Bridgeton Army Guard location
Certain Underwriters	3,000	3/15/2023	Cyber Liability
Chubb	25	3/15/2023	Crime Policy
Mitsui	100,000	10/1/2022	Excess Property Damage (includes Terrorism Coverage)
Landmark	100,000	10/1/2022	Excess Property Damage (includes Terrorism Coverage)
Homeland	50,000	10/1/2022	Excess Property Damage (includes Terrorism Coverage)
Landmark	25,000	10/1/2022	Excess Earthquake
Axis	15,000	10/1/2022	Excess Earthquake
Evanston	10,000	10/1/2022	Excess Earthquake

See accompanying independent auditors' report.

Attachment 6

Loss Run

STARR

INSURANCE COMPANIES

St. Louis Lambert International Airport

Incurred Losses as of 12/31/2023

Per Occurrence 50,000

Aggregate 500,000

Policy Number	Policy Effective	Claim Number	Feature Number	Date of Loss	Status	In Suit	Accident Summary	Indemnity Paid	Expense Paid	Indemnity Reserve	Expense Reserve	Total Incurred	Insured Charge	Company Charge
99779868-01	10/1/2015	AVCHU0452310	1	10/1/2015	Closed		Class action suit alleging vast amounts of radioactive waste was left unattended in surrounding neighborhoods.	-	22,193.05	-	-	22,193.05	4,553.75	17,639.30
99779868-01	10/1/2015	AVCHU0399439	1	10/16/2015	Closed		Passenger was allegedly dropped while being transferred from the seat on the aircraft to an aisle wheelchair.	-	542.50	-	-	542.50	542.50	-
99779868-01	10/1/2015	AVCHU0399184	1	10/18/2015	Closed		TERMINAL 1/TICKETING LEVEL/UP ESCALATOR-Claimant suffered injuries from a fall, when her luggage became stuck at the bottom of the escalator.	-	990.45	-	-	990.45	990.45	-
99779868-01	10/1/2015	AVCHU0403655	1	11/19/2015	Closed		CURBSIDE SIDEWALK-Claimant tripped/fell while stepping off the curb due to a crack in the sidewalk.	-	1,078.25	-	-	1,078.25	1,078.25	-
99779868-01	10/1/2015	AVCHU0413291	1	11/28/2015	Closed		ONBOARD SOUTHWEST AIRLINES AIRCRAFT-Claimant allegedly fell and struck his shoulder as he was attempting to get into a wheelchair.	-	517.90	-	-	517.90	517.90	-
99779868-01	10/1/2015	AVCHU0400943	1	12/11/2015	Closed		SOUTHWEST EXIT 12-Claimant allegedly slipped/fell on wet floor inside bus port.	-	-	-	-	-	-	-
99779868-01	10/1/2015	AVCHU0401605	1	12/14/2015	Closed		ESCALATOR/TERMINAL 1/TICKETING NEAR METRO LINK ENTRANCE-Claimant fell onto her lower back and left arm as she was walking down the escalator.	-	3,012.17	-	-	3,012.17	3,012.17	-
99779868-01	10/1/2015	AVCHU0401097	1	12/28/2015	Closed		Claimant's vehicle was damaged by a pothole in a road on the airport premises.	-	275.63	-	-	275.63	275.63	-
99779868-01	10/1/2015	AVCHU0406975	1	3/23/2016	Closed		TERMINAL 1/LADIES RESTROOM-Delta employee slipped/fell in restroom due to wet floor.	-	-	-	-	-	-	-
99779868-01	10/1/2015	AVCHU0406978	1	3/25/2016	Closed		MISSOURI BOTTOM RD-Carrie Bagwell, an airport employee, was heading to a meeting when turning left from Missouri Bottom to go south on Hwy 67/Lindbergh Blvd. when she collided with a	-	-	-	-	-	-	-
99779868-01	10/1/2015	AVCHU0406965	1	4/4/2016	Closed		City employee operating a backhoe struck the aft fuselage of CRJ-700 N161GJ operated by Go-Jet.	45,863.95	5,747.16	-	-	51,611.11	50,000.00	1,611.11
99779868-01	10/1/2015	AVCHU0412340	1	6/16/2016	Closed		Claimant alleges the windshield on her vehicle was damaged while it was parked at the airport.	251.73	542.50	-	-	794.23	794.23	-
99779868-01	10/1/2015	AVCHU0423094	1	7/3/2016	Closed		SHOP DR./ENTRY TO LOADING DOCK AREA-Insured's vehicle's wheelwell caught/struck a gate, causing it to swing open and hit Mr. Jackson, who is a Whelan Security employee.	18,000.00	2,648.87	-	-	20,648.87	20,648.87	-

STARR

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99779868-01	10/1/2015	AVCHU0415316	1	7/8/2016	Closed		TERMINAL 2, EXIT LANE IN FRONT OF TERMINAL 2 CHECKPOINT - claimant slipped and fell on water on the floor.	-	675.40	-	-	675.40	675.40	-
99779868-01	10/1/2015	AVCHU0416673	1	7/26/2016	Closed		SOUTHWEST AIRLINES BAGGAGE SERVICE OFFICE/TERMINAL 2-Southwest employee was moving luggage around in the rear room, when she slipped/fell on wet floor due to air conditioning	-	968.87	-	-	968.87	968.87	-
99779868-01	10/1/2015	AVCHU0419773	1	9/8/2016	Closed		ENTRANCE TO EMPLOYEE PARKING-Claimant alleges the gate arm to the parking garage came down on her vehicle twice.	-	835.62	-	-	835.62	835.62	-
99779868-01	10/1/2015	AVCHU0432403	1	9/16/2016	Closed		STL & T1 Ticketing level by Alaska Airlines-Slipped and fell due to wet floor.	-	1,008.60	-	-	1,008.60	1,008.60	-
99779868-01	10/1/2015	AVCHU0418530	1	9/29/2016	Closed		TERMINAL 1-Claimant alleged damage to vehicle from power washing of roadway.	-	892.50	-	-	892.50	892.50	-
99779868-01 Total								90,003.03	150,549.86	-	-	240,552.89	179,763.32	60,789.57

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1000225714-01	10/1/2016	AVSIL0431199	1	10/1/2016	Closed	0	LIBERTY ST. EASTBOUND-Vehicle struck sewer lid while road was being repaved.	-	367.50	-	-	367.50	367.50	-
1000225714-01	10/1/2016	AVSIL0419183	1	10/2/2016	Closed	0	ROADWAY TO TERMINAL 1-Claimant's vehicle sustained damage as a result of a construction project on the roadway. Damages include, cracked oil pan and damage to motor mounts on his	-	385.00	-	-	385.00	385.00	-
1000225714-01	10/1/2016	AVSIL0422041	1	10/18/2016	Closed	0	PARKING GARAGE/RED LEVEL/TERMINAL 1- Claimant's truck roof was damaged due to low clearance in the garage.	-	3,294.65	-	-	3,294.65	3,294.65	-
1000225714-01	10/1/2016	AVSIL0421682	1	11/8/2016	Closed	0	TERMINAL 2/FRONT OF CALIFORNIA PIZZA KITCHEN- Claimant slipped/fell on white liquid substance on the floor.	-	1,497.08	-	-	1,497.08	1,497.08	-
1000225714-01	10/1/2016	AVSIL0425279	1	11/11/2016	Closed	0	Claimant allegedly suffered injuries due to an unmaintained walkway.	-	1,607.99	-	-	1,607.99	1,607.99	-
1000225714-01	10/1/2016	AVSIL0423713	1	11/29/2016	Closed	0	Claimant alleges he was thrown from wheelchair as a Skycap was pushing the wheelchair. The Skycap allegedly attempted to run the wheelchair downhill toward a Hertz bus when he hit an	-	-	-	-	-	-	-
1000225714-01	10/1/2016	AVSIL0432055	1	12/14/2016	Closed	0	WHEELCHAIR SERVICES-Southwest passenger alleges that wheelchair agent dropped her suitcase down on her foot and fractured it in three places.	-	682.50	-	-	682.50	682.50	-
1000225714-01	10/1/2016	AVSIL0437582	1	2/16/2017	Closed	0	AIRFIELD OPERATIONS AREA/NEAR GATE C10- American Airlines ramp agent tripped and fell in aircraft operations area near C10 due to hole in concrete.	-	640.75	-	-	640.75	640.75	-
1000225714-01	10/1/2016	AVSIL0427583	1	2/19/2017	Closed	0	EMPLOYEE PARKING GARAGE-Claimant alleges spots on his vehicle are from the parking garage.	-	840.00	-	-	840.00	840.00	-
1000225714-01	10/1/2016	AVSIL0429621	1	2/21/2017	Closed	0	TERMINAL 1/PARKING GARAGE/GREEN LEVEL- Claimant allegedly struck his head on a sign that was on a pole.	-	431.10	-	-	431.10	431.10	-
1000225714-01	10/1/2016	AVSIL0428931	1	3/5/2017	Closed	0	STL-TERMINAL-Claimant allegedly slipped/fell on a napkin that was on the floor.	-	-	-	-	-	-	-
1000225714-01	10/1/2016	AVSIL0430154	1	3/10/2017	Closed	0	TERMINAL 1/TICKETING LEVEL ESCALATOR-Claimant allegedly lost her balance and fell as she was riding on the UP escalator.	-	676.10	-	-	676.10	676.10	-
1000225714-01	10/1/2016	AVSIL0431103	1	4/16/2017	Closed	0	TERMINAL 2/CURBSIDE-Claimant allegedly tripped/fell over curb prior to entering the terminal.	-	606.10	-	-	606.10	606.10	-

STARR

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1000225714-01	10/1/2016	AVSIL0433028	1	5/22/2017	Closed		TERMINAL 1/RED LEVEL PARKING GARAGE-Claimant alleges that pieces of concrete from the ceiling fell onto the hood of his vehicle.	4,130.25	2,549.75	-	-	6,680.00	6,680.00	-
1000225714-01	10/1/2016	AVSIL0434563	1	5/25/2017	Closed		TERMINAL 2/UPPER LEVEL-Claimant slipped/fell on wet surface.	-	991.10	-	-	991.10	991.10	-
1000225714-01	10/1/2016	AVSIL0434324	1	5/29/2017	Closed		STL-TERMINAL 1/PARKING GARAGE/GREEN LEVEL/ROW E-Claimant alleges his vehicle sustained lime damage while parked in the garage.	-	1,352.41	-	-	1,352.41	1,352.41	-
1000225714-01	10/1/2016	AVSIL0434179	1	6/4/2017	Closed		STL PARKING LOT-Trans States Airline employee's vehicle was damaged while parked due to the trimming of trees over the parking spaces.	1,359.37	822.50	-	-	2,181.87	2,181.87	-
1000225714-01	10/1/2016	AVSIL0437395	1	6/19/2017	Closed		CHILDREN'S PLAY AREA IN MOCK AIRPLANE-Two year old child was running when he fell and struck his head on the edge of a wooden co-pilot's chair.	-	1,340.75	-	-	1,340.75	1,340.75	-
1000225714-01	10/1/2016	AVSIL0438872	1	6/19/2017	Closed		TERMINAL 1/OUTSIDE LADIES RESTROOM-Claimant slipped/fell due to wet floor. She alleges there were no warning signs.	-	920.75	-	-	920.75	920.75	-
1000225714-01	10/1/2016	AVSIL0435368	1	6/21/2017	Closed		BUTLER BUILDING STORAGE WAREHOUSE-The solenoid valve on the fire suppression system failed causing flooding in Trans States' warehouse.	-	840.00	-	-	840.00	840.00	-
1000225714-01	10/1/2016	AVSIL0436866	1	6/29/2017	Closed		TERMINAL 2/JETBRIDGE E6 SOUTHWEST AIRLINES-Southwest passenger tripped/fell in jetbridge at the gate after exiting her flight.	-	885.75	-	-	885.75	885.75	-
1000225714-01	10/1/2016	AVSIL0436356	1	7/3/2017	Closed		TERMINAL 2/METROLINK PLATFORM-Claimant allegedly tripped/fell on the platform after exiting the train.	-	1,795.75	-	-	1,795.75	1,795.75	-
1000225714-01	10/1/2016	AVSIL0441890	1	8/24/2017	Closed		Claimant allegedly slipped/fell due to water on the floor.	-	1,988.25	-	-	1,988.25	1,988.25	-
1000225714-01	10/1/2016	AVSIL0442736	1	9/27/2017	Closed		SECURITY SCREENING AREA-Claimant reached down to retrieve her shoe through the scanning device when her pinky finger got caught in the blades of the fan below the unit.	-	466.10	-	-	466.10	466.10	-
1000225714-01 Total								316,489.62	163,822.82	-	7,141.71	487,454.15	158,540.82	321,771.62

STARR

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1000225714-02	10/1/2017	AVSIL0444599	1	10/8/2017	Closed		TERMINAL 2/NEAR GATE E20/LADIES RESTROOM-Claimant slipped/fell due to wet floor as she entered the restroom.	-	1,498.60	-	-	1,498.60	1,498.60	-
1000225714-02	10/1/2017	AVSIL0444510	1	10/20/2017	Closed		UNDERGROUND EMPLOYEE PARKING AREA- Alleged lime/calcium drips onto claimant's vehicle.	-	367.50	-	-	367.50	367.50	-
1000225714-02	10/1/2017	AVSIL0459180	1	11/6/2017	Closed		AVIS RENTAL RETURN AREA-Claimant allegedly slipped/fell at the Avis rental return area.	-	-	-	-	-	-	-
1000225714-02	10/1/2017	AVSIL0450138	1	11/13/2017	Closed		4780 ST. ANDREW LANE/DOCK AREA-Damage to claimant's vehicle alleged to have been caused by fork lift driver as he was loading the truck.	-	367.50	-	-	367.50	367.50	-
1000225714-02	10/1/2017	AVSIL0449722	1	1/5/2018	Closed		TERMINAL 2/NEAR SOUTHWEST BAG CLAIM OFFICE-Southwest employee allegedly slipped/fell due to wet floor.	-	1,131.45	-	-	1,131.45	1,131.45	-
1000225714-02	10/1/2017	AVSIL0451799	1	2/15/2018	Closed		TERMINAL 1/PARKING GARAGE/GREEN P-Claimant alleges vehicle damage to her car due to a white substance dripping from the parking garage ceiling.	-	542.50	-	-	542.50	542.50	-
1000225714-02	10/1/2017	AVSIL0460517	1	2/19/2018	Closed		TERMINAL 2/TICKETING LEVEL-Southwest Airlines employee fell while assisting a passenger with her bag.	-	542.50	-	-	542.50	542.50	-
1000225714-02	10/1/2017	AVSIL0453890	1	3/13/2018	Closed		TERMINAL 2 BAGGAGE CAROUSEL - Claimant tripped and fell on bottom portion of baggage carousel.	-	2,091.10	-	-	2,091.10	2,091.10	-
1000225714-02	10/1/2017	AVSIL0455705	1	3/18/2018	Closed		Terminal 2 Exit Area. Claimant allegedly tripped and fell while exiting terminal 2.	50,000.00	3,791.10	-	-	53,791.10	50,000.00	3,791.10
1000225714-02	10/1/2017	AVSIL0453627	1	3/24/2018	Closed		Terminal 1, Exit 14. Claimant turned to walk back into terminal and tripped and fell, striking her head against the wall.	-	2,729.48	-	-	2,729.48	2,729.48	-
1000225714-02	10/1/2017	AVSIL0484860	1	4/29/2018	Closed		LOCATION UNKNOWN-Claimant allegedly slipped/fell on a clear substance at the airport.	-	921.50	-	-	921.50	921.50	-
1000225714-02	10/1/2017	AVSIL0460300	1	5/5/2018	Closed		TERMINAL 2/TICKETING LEVEL-Claimant allegedly tripped/fell over a rug and injured her left knee.	-	816.45	-	-	816.45	816.45	-
1000225714-02	10/1/2017	AVSIL0458495	1	5/27/2018	Closed		TERMINAL 1/CONCOURSE C EXIT/BAGGAGE LEVEL-Claimant allegedly slipped/fell in water from a ceiling leak.	-	2,518.30	-	-	2,518.30	2,518.30	-
1000225714-02	10/1/2017	AVSIL0461023	1	6/19/2018	Closed		TERMINAL 1/ESCALATOR-Claimant allegedly lost her balance and fell. She suffered a laceration to the back of her head, a concussion and brain bleed.	-	518.95	-	-	518.95	518.95	-
1000225714-02	10/1/2017	AVSIL0466694	1	6/22/2018	Closed		STL-AA GATE C24-CPR being performed on a passenger at the gate.	-	-	-	-	-	-	-
1000225714-02	10/1/2017	AVSIL0468455	1	8/9/2018	Closed		TERMINAL 2 - TILE FLOOR OUTSIDE GATE C7 - Claimant tripped and fell over metal expansion joint.	-	833.60	-	-	833.60	833.60	-

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1000225714-02	10/1/2017	AVSIL0467267	1	8/15/2018	Closed	0	CONCOURSE C/TERMINAL 1-Claimant allegedly struck her face on tile when she slipped/fell on her face.	-	1,008.95	-	-	1,008.95	1,008.95	-
1000225714-02	10/1/2017	AVSIL0470967	1	8/21/2018	Closed	0	TERMINAL 2/TSA CHECKPOINT AREA-Claimant slipped/fell while walking to the tables after TSA screening in Terminal 2.	-	600.85	-	-	600.85	600.85	-
1000225714-02	10/1/2017	AVSIL0465613	1	9/28/2018	Closed	0	STL/FIELD MAINTENANCE PARKING LOT-Employee's vehicle sustained damage from work being performed by the Field Maintenance Department.	866.78	1,067.50	-	-	1,934.28	1,934.28	-
1000225714-02 Total								53,866.78	37,348.65	25,000.00	19,729.28	135,944.71	87,424.33	3,791.10

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1000225714-03	10/1/2018	AVSIL0467800	1	10/25/2018	Closed	0	TERMINAL 1/PARKING GARAGE-Claimant alleges damage to her vehicle due to dripping from the ceiling of the parking facility.	1,026.32	1,242.50	-	-	2,268.82	2,268.82	-
1000225714-03	10/1/2018	AVSIL0468404	1	10/28/2018	Closed	0	TERMINAL 1/PARKING GARAGE-GREEN LEVEL - Alleged damage to vehicle from substance from garage ceiling.	310.00	1,120.00	-	-	1,430.00	1,430.00	-
1000225714-03	10/1/2018	AVSIL0467643	1	11/3/2018	Closed	0	TERMINAL 2/FRONT OF EXIT 14-Claimant tripped/fell on broken tile. She suffered a displaced fractured right shoulder.	38,328.41	8,199.02	-	-	46,527.43	46,527.43	-
1000225714-03	10/1/2018	AVSIL0468501	1	11/15/2018	Closed	0	Aircraft blew a tire and aborted a takeoff after striking a hole in the runway.	-	1,137.50	-	-	1,137.50	1,137.50	-
1000225714-03	10/1/2018	AVSIL0470330	1	11/20/2018	Closed	0	JETBRIDGE /TERMINAL 2/ GATE E8-Fell forward out of wheelchair in jetbridge while being boarded on Southwest.	-	1,391.10	-	-	1,391.10	1,391.10	-
1000225714-03	10/1/2018	AVSIL0473740	1	11/23/2018	Closed	0	Exiting a Southwest flight, wheelchair agent pushing another passenger got luggage caught in wheelchair she was attempting to sit in causing her to fall.	-	1,811.85	-	-	1,811.85	1,811.85	-
1000225714-03	10/1/2018	AVSIL0469495	1	12/5/2018	Closed	0	TERMINAL #1 PARKING GARAGE - Alleged damage to vehicle while parked in garage.	175.00	682.50	-	-	857.50	857.50	-
1000225714-03	10/1/2018	AVSIL0469585	1	12/5/2018	Closed	0	Terminal 1 Parking Garage - Green Level, west wns. 2017 Audi had residue on windshield, window, passenger side and roof.	-	-	-	-	-	-	-
1000225714-03	10/1/2018	AVSIL0469876	1	12/13/2018	Closed	0	TERMINAL 2/ENTRY DOOR 12-Claimant allegedly slipped/fell as she entered the door.	-	1,621.10	-	-	1,621.10	1,621.10	-
1000225714-03	10/1/2018	AVSIL0470342	1	12/16/2018	Closed	0	SPEEDWALK NEAR GATE E34 - Tripped and fell on speedwalk when attempting to get his bag that had fallen over.	-	799.35	-	-	799.35	799.35	-
1000225714-03	10/1/2018	AVSIL0550923	1	12/18/2018	Closed	0	unknown facts to injury of the right hand; first treatment on 1.3.2019	-	695.05	-	-	695.05	695.05	-
1000225714-03	10/1/2018	AVSIL0476557	1	1/3/2019	Closed	0	TERMINAL 1/PARKING GARAGE/RED LEVEL-Claimant alleges the parking gate arm came down on his vehicle and scratched it.	-	437.50	-	-	437.50	437.50	-
1000225714-03	10/1/2018	AVSIL0474635	1	2/10/2019	Closed	0	TERMINAL C/SCREENING CHECKPOINT-After walking out of the body scanner, someone backed into her and knocked her to the floor.	-	641.50	-	-	641.50	641.50	-
1000225714-03	10/1/2018	AVSIL0474501	1	3/3/2019	Closed	0	TSA TRAINING SPACE NEAR C27-Airport's air handlers froze up, causing flooding in several offices near C27.	-	437.50	-	-	437.50	437.50	-

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1000225714-03	10/1/2018	AVSIL0480166	1	4/4/2019	Closed		TERMINAL 2/RESTROOM NEAR GATE E33-Claimant allegedly slipped/fell in the restroom due to water on the floor by the sink.	-	1,183.60	-	-	1,183.60	1,183.60	-
1000225714-03	10/1/2018	AVSIL0477370	1	4/6/2019	Closed		PARKING GARAGE/GREEN LEVEL/SPACE Q-Claimant's vehicle was damaged when water with cement mix dripped onto the hood and windshield.	-	350.00	-	-	350.00	350.00	-
1000225714-03	10/1/2018	AVSIL0480916	1	4/22/2019	Closed		Alleged damage to vehicle tires after hitting a pot hole.	-	542.50	-	-	542.50	542.50	-
1000225714-03	10/1/2018	AVSIL0492023	1	4/22/2019	Closed		TERMINAL 1/CONCOURSE C/NEAR AA BAGGAGE CAROUSEL-American Airlines passenger, slipped/fell forward due to a coffee spill as she walked towards the AA baggage carousel.	-	1,735.25	-	-	1,735.25	1,735.25	-
1000225714-03	10/1/2018	AVSIL0481914	1	4/30/2019	Closed		STL/EMPLOYEE PARKING LOT-Claimant allegedly fell in the parking lot.	-	1,840.60	-	-	1,840.60	1,840.60	-
1000225714-03	10/1/2018	AVSIL0484829	1	5/30/2019	Closed		TERMINAL 1 PARKING/YELLOW LEVEL-Alleged drip of lime onto hood of vehicle causing damage to the paint.	120.00	700.00	-	-	820.00	820.00	-
1000225714-03	10/1/2018	AVSIL0487315	1	7/12/2019	Closed		FLOWER BED NEAR RAMP G AND LIB-Claimant's rear window was broken possibly from a rock or debris that may have been thrown from a lawn mower/trimmer.	214.70	717.50	-	-	932.20	932.20	-
1000225714-03	10/1/2018	AVSIL0487213	1	7/26/2019	Closed		HUDSON NEWS STAND-Southwest passenger fell near the newsstand.	-	1,032.50	-	-	1,032.50	1,032.50	-
1000225714-03	10/1/2018	AVSIL0485805	1	7/29/2019	Closed		TERMINAL 1-DETAILS UNKNOWN AT THIS TIME.	-	4,452.35	-	-	4,452.35	4,452.35	-
1000225714-03	10/1/2018	AVSIL0486213	1	8/7/2019	Closed		BAGGAGE CLAIM 6 AREA-United Airlines passenger slipped/fell as he was going down a wet ramp in the baggage claim area.	-	1,114.35	-	-	1,114.35	1,114.35	-
1000225714-03	10/1/2018	AVSIL0499537	1	8/13/2019	Closed		American Airlines international flight No 194 was diverted to STL and Passenger Adam Kauert aka Adam Kaupert was removed from the flight for interfering with a flight crew	-	691.25	-	-	691.25	691.25	-
1000225714-03	10/1/2018	AVSIL0488253	1	9/6/2019	Closed		HMS OFFICES-Toilet in administrative office's men's restroom overflowed causing flooding in HMS offices.	-	525.00	-	-	525.00	525.00	-
1000225714-03 Total								330,174.43	141,146.46	-	14,024.45	485,345.34	219,121.75	252,199.14

STARR

INSURANCE COMPANIES

St. Louis Lambert International Airport

Incurred Losses as of 12/31/2023

Per Occurrence 50,000

Aggregate 500,000

Policy Number	Policy Effective	Claim Number	Feature Number	Date of Loss	Status	In Suit	Accident Summary	Indemnity Paid	Expense Paid	Indemnity Reserve	Expense Reserve	Total Incurred	Insured Charge	Company Charge
1000225714-04	10/1/2019	AVSIL0497860	1	10/21/2019	Closed		STL/AIRFLIGHT DRIVE/SOUTH-City vehicle proceeded slowly through an intersection with its emergency lights due to traffic light not working, struck a vehicle operated by the claimant.	-	752.50	-	-	752.50	752.50	-
1000225714-04	10/1/2019	AVSIL0494982	1	11/11/2019	Closed		TERMINAL 1/CONCOURSE A/DELTA AIRLINES JETBRIDGE A6-Blanket was at the bottom of the jetbridge covering ice causing passenger to trip and fall when boarding Delta flight 1915.	-	466.85	-	-	466.85	466.85	-
1000225714-04	10/1/2019	AVSIL0526846	1	11/12/2019	Closed		officer responded to Terminal 2 departing flights drive for a female who lost consciousness. Cpr performed; defibrillator used. Clmt transported to DePaul Hospital	-	485.05	-	-	485.05	485.05	-
1000225714-04	10/1/2019	AVSIL0495348	1	11/23/2019	Closed		Tripped and fell over a rug by main entrance to terminal.	-	2,111.85	-	-	2,111.85	2,111.85	-
1000225714-04	10/1/2019	AVSIL0496636	1	1/1/2020	Closed		TERMINAL 2/ESCALATOR-The escalator was not operational, so she took the stairs and fell.	-	1,254.70	-	-	1,254.70	1,254.70	-
1000225714-04	10/1/2019	AVSIL0502020	1	1/23/2020	Closed		While parked at Terminal 1, Green level, customer advises lime damage to car on Rt fnt door & mirror	1,479.04	953.75	-	-	2,432.79	2,432.79	-
1000225714-04	10/1/2019	AVSIL0499166	1	1/26/2020	Closed		Trip and fall	-	647.50	-	-	647.50	647.50	-
1000225714-04	10/1/2019	AVSIL0502756	1	3/19/2020	Closed		claimant advises thru her attorney that she slipped on wet liquid on the restroom floor in T1. PAX transported to Depaul.	-	4,896.25	-	-	4,896.25	4,896.25	-
1000225714-04	10/1/2019	AVSIL0504916	1	4/16/2020	Closed		Clmt states she was parked in the second spot on the entry level of the airport garage and lime deposits are now on her 2013 Chevy Malibu	-	770.00	-	-	770.00	770.00	-
1000225714-04	10/1/2019	AVSIL0511556	1	7/9/2020	Closed		The victim, Jeff Richardson was standing near the exit #5 in Terminal 1 when he was stabbed in the back on the left side by an unknown assailant.	20,000.00	10,721.60	-	-	30,721.60	30,721.60	-
1000225714-04 Total								21,479.04	23,060.05	-	-	44,539.09	44,539.09	-

STARR

INSURANCE COMPANIES

St. Louis Lambert International Airport

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Per Occurrence 50,000

Aggregate 500,000

Policy Number	Policy Effective	Claim Number	Feature Number	Date of Loss	Status	In Suit	Accident Summary	Indemnity Paid	Expense Paid	Indemnity Reserve	Expense Reserve	Total Incurred	Insured Charge	Company Charge
1000225714-05	10/1/2020	AVSIL0539293	1	1/28/2021	Closed		At approx. 7 p.m. Operations notified of a alarm from a broken pipe causing water falling to into old customs area in C concourse under C26/27. 0 Contents damaged.	-	1,102.50	-	-	1,102.50	1,102.50	-
1000225714-05	10/1/2020	AVSIL0525126	1	2/7/2021	Closed		Claimant was walking on the concourse and alleges slip and fall due to wet floor. 0	-	1,062.55	-	-	1,062.55	1,062.55	-
1000225714-05	10/1/2020	AVSIL0527915	1	2/15/2021	Closed		Letter of rep recvd from attorney Bryan Sanger alleging claimant suffered injury due to slip and fall in crosswalk 0	-	2,410.05	-	-	2,410.05	2,410.05	-
1000225714-05	10/1/2020	AVSIL0543000	1	3/14/2021	Closed		LOR was first notice, states clmt was descending from the concourse to baggage claim on the center stairwell with her carry-on luggage and personal item and tripped breaking her leg. Used stairs 0	-	1,050.00	-	-	1,050.00	1,050.00	-
1000225714-05	10/1/2020	AVSIL0540669	1	3/31/2021	Closed		clmt sustained a fall on or about 3.31.2021 when stepping onto the escalator in Terminal 2 (Southwest) 0	-	1,109.75	-	-	1,109.75	1,109.75	-
1000225714-05	10/1/2020	AVSIL0540670	1	4/26/2021	Closed		Clmt after the fact report states she entered Terminal 1 near the doors for United and secured a luggage cart She related the cart tipped over as she went down the escalator then she fell over and 0	-	747.55	-	-	747.55	747.55	-
1000225714-05	10/1/2020	AVSIL0545736	1	6/14/2021	Closed		MO Employers Mutual insurance company states Steve Lahay states he fell exiting Terminal 1 at gate 14. Insured has no report. 0	-	665.00	-	-	665.00	665.00	-
1000225714-05	10/1/2020	AVSIL0544530	1	6/21/2021	Closed		at about 3:30 p.m. pax walking too fast and fell over near the T2 checkpoint line, refused tx at scene 0	-	695.05	-	-	695.05	695.05	-
1000225714-05	10/1/2020	AVSIL0547501	1	6/23/2021	Closed		Clmt got on the up escalator T1-10 with her suitcase behind her and fell backwards on escalator. 0 Unknown cause of fall.	-	782.55	-	-	782.55	782.55	-
1000225714-05	10/1/2020	AVSIL0559574	1	7/10/2021	Closed		clmt was pax in car when it was swept up by floodwaters traveling eastbound on I70 near Airflight entrance ramp. atty states clmt was sucked into a storm drain near the airport premises resulting in 0	-	-	-	-	-	-	-
1000225714-05	10/1/2020	AVSIL0547711	1	7/31/2021	Closed		Claimant alleges that there was a broken piece of metal in the restroom and when he bent over, it knocked out all the caps on his teeth. 0	-	1,325.05	-	-	1,325.05	1,325.05	-
1000225714-05	10/1/2020	AVSIL0559600	1	8/18/2021	Closed		clmt parked her 2020 Jeep Renegade in the Super Park Parking lot A at terminal one on 8.18.21 and upon returning on 8.27.21 it had been stolen, 0 recovered and damaged. Clmt wants cameras	-	-	-	-	-	-	-
1000225714-05	10/1/2020	AVSIL0557647	1	9/8/2021	Closed		clmt had appt with Global Entry at T2, clmt felt lightheaded by entry 3 and fell, sweaty and in and out of consciousness, EMS treated and transported. 0 Clmt spouse states trip/fall at T2 purple level to	-	1,032.50	-	-	1,032.50	1,032.50	-
1000225714-05 Total								-	17,734.75	-	32,247.80	49,982.55	17,734.75	-

STARR

INSURANCE COMPANIES

St. Louis Lambert International Airport

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Per Occurrence 50,000

Aggregate 500,000

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1000225714-06	10/1/2021	AVSIL0577109	1	2/6/2022	Closed		clmt sent an after the fact email that she had slipped on ice near the first SWA door upon arriving at the airport. Nothing noted on the Ops Log	-	367.50	-	-	367.50	367.50	-
1000225714-06	10/1/2021	AVSIL0577986	1	2/20/2022	Closed		clmt parked her Toyota on 2.19.22 at the Green B level and when she returned on 2.21.22 she discovered a substance on her vehicle which had leaked from the insd parking deck. Will not wash off.	150.00	367.50	-	-	517.50	517.50	-
1000225714-06	10/1/2021	AVSIL0581634	1	2/20/2022	Closed		clmt states legs went under wchr while being pushed near C30	-	350.00	-	-	350.00	350.00	-
1000225714-06	10/1/2021	AVSIL0586170	1	3/4/2022	Closed		clmt states legs went under wchr while being pushed near C30	-	367.50	-	-	367.50	367.50	-
1000225714-06	10/1/2021	AVSIL0586314	1	3/24/2022	Closed		after the fact report taken on 4.1.22; clmt states she tripped and fell down the stairs in T2, video shows her heel caught on the step and she went down 2 stairs.	-	1,032.50	-	-	1,032.50	1,032.50	-
1000225714-06	10/1/2021	AVSIL0586694	1	4/3/2022	Closed		incidence of resisting arrest for Public Intoxication on the Metrolink platform	-	-	-	-	-	-	-
1000225714-06	10/1/2021	AVSIL0587098	1	4/9/2022	Closed		AFTER THE FACT Clmt states walking on escalator towards gate D30 and stepped off feet got stuck causing her to fall on rt side.	-	730.55	-	-	730.55	730.55	-
1000225714-06	10/1/2021	AVSIL0588976	1	4/29/2022	Closed		clmt parked her vehicle at the Super Park lot C on April 20th and when returning on April 30th, discovered her catalytic convertor stolen.	-	525.00	-	-	525.00	525.00	-
1000225714-06	10/1/2021	AVSIL0587424	1	5/3/2022	Closed		clmt parked his 2020 BMW X5 FROM 5.1.22 TO 5.4.22 at T1 parking; something dripped on hood	-	507.50	-	-	507.50	507.50	-
1000225714-06	10/1/2021	AVSIL0590344	1	5/25/2022	Closed		clmt walking near her spouse who was being pushed in a wheelchair and she fell when her sneaker got caught, taken by EMS to DePaul.	-	853.05	-	-	853.05	853.05	-
1000225714-06	10/1/2021	AVSIL0595802	1	6/13/2022	Closed		Gate 6, C concourse, clmt exiting plane and tripped over bump in carpet and twisted rt ankle. Transported	-	1,075.40	-	-	1,075.40	1,075.40	-
1000225714-06	10/1/2021	AVSIL0629873	1	6/30/2022	Closed		clmt slipped near urinal on wet floor at T1 mens restroom near door #11	-	259.08	-	-	259.08	259.08	-
1000225714-06	10/1/2021	AVSIL0599904	1	8/2/2022	Closed		taxi incident at the intersection of Grand and MLK in St Louis; not on airport property or with airport personnel	-	402.50	-	-	402.50	402.50	-
1000225714-06	10/1/2021	AVSIL0602640	1	8/3/2022	Closed		states slip and fall on water at Terminal 2 door 15	-	507.50	-	-	507.50	507.50	-

STARR

INSURANCE COMPANIES

St. Louis Lambert International Airport

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Policy Number	Policy Effective	Claim Number	Feature Number	Date of Loss	Status	In Suit	Accident Summary	Indemnity Paid	Expense Paid	Indemnity Reserve	Expense Reserve	Total Incurred	Insured Charge	Company Charge
1000225714-06	10/1/2021	AVSIL0606057	1	8/24/2022	Closed	0	escalator T1-10, fell backwards on the ascending escalator	-	730.55	-	-	730.55	730.55	-
1000225714-06	10/1/2021	AVSIL0606057	2	8/24/2022	Closed	0	escalator T1-10, fell backwards on the ascending escalator	-	13.05	-	-	13.05	13.05	-
1000225714-06	10/1/2021	AVSIL0606737	1	9/13/2022	Closed	0	clmt states she tripped on carpet in front of door #17 when entering	-	765.55	-	-	765.55	765.55	-
1000225714-06 Total								949.99	23,648.13	139,200.01	39,564.10	203,362.23	24,598.12	-

STARR

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St. Louis Lambert International Airport

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1000225714-07	10/1/2022	AVSIL0612788	1	10/13/2022	Closed	0	fell while walking over a hole into work outside Prime Cargo	-	783.05	-	-	783.05	783.05	-
1000225714-07	10/1/2022	AVSIL0621213	1	12/12/2022	Closed	0	damaged boots after water line break on C Concourse	486.80	402.50	-	-	889.30	889.30	-
1000225714-07	10/1/2022	AVSIL0643981	1	12/27/2022	Closed	0	clmt tripped on floor near exit MT-11; transported	-	14.08	-	-	14.08	14.08	-
1000225714-07	10/1/2022	AVSIL0629442	1	2/21/2023	Closed	0	2023 Buick Invision parked at Green P from 2.9.23 thru 2.20.23; damage to hood.	1,000.00	420.00	-	-	1,420.00	1,420.00	-
1000225714-07	10/1/2022	AVSIL0645163	1	5/10/2023	Closed	0	c/v GMC parked in T1 garage, lime damages	1,550.84	577.50	-	-	2,128.34	2,128.34	-
1000225714-07	10/1/2022	AVSIL0661982	1	5/13/2023	Closed	0	no IR; fell while walking in T2	-	402.50	-	-	402.50	402.50	-
1000225714-07	10/1/2022	AVSIL0655911	1	7/10/2023	Closed	0	parked on Green Level Row 0 lime dripping damages	4,051.89	455.00	-	-	4,506.89	4,506.89	-
1000225714-07	10/1/2022	AVSIL0675057	1	7/14/2023	Closed	0	Claimant reports damage to auto after contact with pothole on Lambert Ave. in front of T2	-	-	-	-	-	-	-
1000225714-07	10/1/2022	AVSIL0663576	1	7/25/2023	Closed	0	Clmt states while she was walking into terminal #2, entry #1, that the electric door closed on her causing her to fall to the ground.	-	-	-	-	-	-	-
1000225714-07	10/1/2022	AVSIL0661983	1	8/3/2023	Closed	0	Lime damage parked at T1 Gren level Q	11,198.31	682.50	-	-	11,880.81	11,880.81	-
1000225714-07	10/1/2022	AVSIL0665890	1	8/19/2023	Closed	0	Clmt states parked in T1 green level and concrete from ceiling fell and damaged 2018 Q60.	2,037.01	525.00	-	-	2,562.01	2,562.01	-
1000225714-07	10/1/2022	AVSIL0673792	1	9/18/2023	Closed	0	clmt states c/v damaged while on red level employee parking	-	332.50	-	-	332.50	332.50	-
1000225714-07 Total								20,324.85	17,297.82	13,000.00	69,796.81	120,419.48	37,622.67	-

STARR

INSURANCE COMPANIES

St. Louis Lambert International Airport

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Per Occurrence 50,000

Aggregate 500,000

Policy Number	Policy Effective	Claim Number	Feature Number	Date of Loss	Status	In Suit	Accident Summary	Indemnity Paid	Expense Paid	Indemnity Reserve	Expense Reserve	Total Incurred	Insured Charge	Company Charge
1000225714-08 Total								-	560.00	1,500.00	3,440.00	5,500.00	560.00	-
Grand Total								833,287.74	575,168.54	178,700.01	185,944.15	1,773,100.44	769,904.85	638,551.43

STARR

INSURANCE COMPANIES

St. Louis Lambert International Airport

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Payment 10/07/2015 - check #3160289032 \$ (25,000.00)
 Payment 11/18/2016 - check #31720296772 \$ (25,000.00)
 Payment 05/26/2017 - check #3170300419 \$ (25,000.00)
 Payment 08/08/2017 - check #3180301479 \$ (25,000.00)
 Payment 12/04/2017 - check #3180303903 \$ (75,000.00)
 Payment 04/24/2018 - check #3180306430 \$ (25,000.00)
 Payment 09/27/2018 - check #3190309481 \$ (50,000.00)
 Payment 02/22/2019 - check #3190312257 \$ (50,000.00)
 Payment 07/10/2019 - check #517766 \$ (50,000.00)
 Payment 01/27/2020 - check #3200318060 \$ (50,000.00)
 Payment 07/13/2020 - check #3210320603 \$ (50,000.00)
 Payment 11/18/2020 - check #3210322428 \$ (50,000.00)
 Payment 06/14/2021 - check #3210325341 \$ (50,000.00)
 Payment 03/21/2022 - check #3100091 \$ (50,000.00)
 Payment 06/15/2022 - check # 3101037 \$ (50,000.00)
 Payment 03/22/2023 - check # 3103600 \$ (50,000.00)

Top up needed => \$ 69,904.85

Attachment 7

Current Professional Service Agreement for Insurance Brokerage Services



CITY OF ST. LOUIS
PROFESSIONAL SERVICE AGREEMENT FOR
INSURANCE BROKERAGE SERVICES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

CONTRACT NO.: 76511

CONTRACT NOT-TO- EXCEED AMOUNT: \$300,000.00

CONSULTANT: Arthur J. Gallagher Risk Management Services, Inc.
 12444 Powerscourt Drive
 St. Louis, Mo. 63131

FEDERAL I.D. #36 - 2102482

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2021	\$8,334.00
FY 2022	\$100,000.00
FY 2023	\$100,000.00
FY 2024	\$91,666.00

CONTRACT AUTHORIZED BY: **ORDINANCE NO.** **71160**
 BUDGET ACCOUNT: **5659**

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS
PROFESSIONAL SERVICE AGREEMENT FOR
INSURANCE BROKERAGE SERVICES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

This Agreement, made and entered into this 22nd day of July, 2021 ("**Agreement**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and Arthur J. Gallagher Risk Management Services, Inc. ("**Consultant**").

WITNESSETH THAT:

WHEREAS, City owns and operates St. Louis Lambert International Airport (the "**Airport**"); and

WHEREAS, City seeks to contract with the Consultant for **Insurance Brokerage Services** as more fully described herein.

NOW, THEREFORE, in consideration of the payments, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, the Consultant hereby promises and agrees that it will faithfully perform all the services called for by this Agreement, in the manner and under the terms, covenant, and conditions hereinafter set forth.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 DEFINITIONS	6
2.0 SCOPE OF WORK	7
3.0 FEES/REIMBURSEMENTS	8
4.0 PAYMENTS	8
5.0 FAILURE TO PERFORM	9
6.0 EXTRA WORK	10
7.0 TERM	10
8.0 ADMINISTRATIVE PROCEDURES	10
9.0 RULES AND REGULATIONS	12
10.0 RESPONSIBILITIES OF THE CONSULTANT	13
11.0 REPAIR OF DAMAGE	14
12.0 NOTICE OF LOSS OR CLAIMS	14
13.0 REPLACEMENT OF PERSONNEL	15
14.0 PROHIBITED ACTS	15
15.0 RIGHT OF REVIEW	16
16.0 GOVERNING LAW AND FORUM SELECTION	16
17.0 WAIVERS OF LIEN	16
18.0 FACILITIES PROVIDED BY THE AIRPORT	17
19.0 PRECAUTIONARY MEASURES	17
20.0 STORAGE AND STAGING AREA	17
21.0 BADGING	18

22.0 PERFORMANCE & PAYMENT BOND	19
23.0 MISSOURI UNAUTHORIZED ALIENS LAW	19
24.0 GENERAL PROVISIONS	20
25.0 PREVAILING WAGE AND FRINGE BENEFITS	21
26.0 MEDIA INQUIRIES/ADVERTISING	22
27.0 CUSTOMER SERVICE	23
28.0 INSPECTIONS	24
29.0 INSURANCE AND INDEMNIFICATION	24
30.0 CANCELLATION	26
31.0 ASSIGNMENT AND SUBCONTRACTING	27
32.0 AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION	28
33.0 MBE/WBE PARTICIPATION	29
34.0 RIGHT TO AUDIT CLAUSE	37
35.0 LIVING WAGE	38
36.0 CIVIL RIGHTS GENERAL PROVISIONS	39
37.0 CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS	40
38.0 FEDERAL FAIR LABOR STANDARDS ACT PROVISION	43
39.0 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970	43
40.0 SEISMIC SAFETY	43
41.0 DISTRACTED DRIVING	43
42.0 CLEAN AIR AND WATER POLLUTION CONTROL	44
43.0 PURCHASE OF EQUIPMENT	44
44.0 CONFLICT OF INTEREST	44

45.0 ANTI-DISCRIMINATION AGAINST ISRAEL ACT.....45

46.0 BINDING CONTRACT; COUNTERPARTS; FACSIMILE SIGNATURES..46

47.0 NOTICE PROVISION.....46

EXHIBITS

EXHIBIT “A”.....49
Missouri Unauthorized Aliens Law Affidavit

EXHIBIT “B”.....51
Living Wage Bulletin

EXHIBIT “C”.....53
Reimbursable Expenses

EXHIBIT “D”.....56
Anti-Discrimination Against Israel Act Affidavit

**CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

1. DEFINITIONS

The following terms and definitions are used in this Agreement:

- “Agreement”** This means the contract for Insurance Brokerage Services between the City and Arthur J. Gallagher Risk Management Services, Inc.
- “Airport”** This means St. Louis Lambert International Airport, which is owned by the City and is operated for the City by the Airport Authority.
- “Airport Director”** This means the Director of Airports of The City of St. Louis or his/her authorized or designated representative(s).
- "Airport Representative" or “Manager”** This means the Airport Deputy Director Finance & Administration or their designated or authorized Risk Manager
- “Authority”** This means the Airport Authority of The City of St. Louis.
- “Broker, Broker of Record, or Consultant”** This means Arthur J. Gallagher Risk Management Services, Inc. an agent designated by the City to represent and manage the City’s insurance procurement program at the Airport.
- “City”** This means the City of St. Louis, owner and operator of St. Louis Lambert International Airport.
- “Commencement Date”** This means the date the term of this Agreement begins which is June 1, 2021 as provided for in Section 7.0.
- “Consultant”** This means Arthur J. Gallagher Risk Management Services, Inc.
- “Contract Year”** This means a consecutive twelve (12) calendar month period beginning on the Commencement Date and each twelve (12) consecutive calendar month period thereafter during the term of this Agreement.

“day(s)”	This means consecutive calendar days unless otherwise expressly stated.
“Expiration Date”	This means the date the term of this Agreement ends which is May 31, 2024, as provided for in Section 7.0.
“Holiday”	This means New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
“Manager”	This means the City of St. Louis, owner operator of St. Louis Lambert International Airport.
“Policy Holder”	This means the City of St. Louis, owner operator of St. Louis Lambert International Airport.
“Provisions”	This means all terms, covenants, warranties, specifications, conditions, and provisions of this Agreement.

2. SCOPE OF WORK

The Consultant, subject to and in accordance with the Provisions of this Agreement, will be responsible for providing Insurance Brokerage Services as ordered and directed, in writing, by the Manager. The Insurance Brokerage Services required by the City on behalf of the Airport will include, all Risk Property, General Liability, Cyber Liability and Crime, Property, Auto, Inland Marine, Public Officials and Employee Liability, and TRIA and War Risk, as applicable. In general, the Consultant shall assist in the Airport’s efforts in the following areas:

- A. Act as the City’s “Broker of Record” for various lines of insurance as ordered and directed by the City in writing.
- B. Develop, market, and place Airport insurance with appropriate qualified underwriters.
- C. Advise the Airport on market conditions, concerns and industry developments, claims management and insurance related litigation.
- D. Administer all aspects of the Airport’s relationship with insurance underwriters, including but not limited to assistance with claims, participation in property inspections, assistance with policy renewal applications, and claim reviews.
- E. Issue Certificates of Insurance as need to confirm Airport coverage. Endorsements will be added as needed to define additional coverage; assist with issuing of Insurance Cards for Auto Coverage.

- F. Other duties as agreed to in writing. Projects will be completed in a timely manner to assure compliance with Airport Authority schedules.

3. FEES/REIMBURSEMENTS

- A. The City, subject to the Provisions of this Agreement, shall pay to the Consultant, in consideration of the above services rendered in performance of this Agreement “Fees” based upon the rates and charges set forth in this Agreement. Consultant shall invoice the City monthly for all services ordered and performed in accordance with the Provisions of this Agreement
- B. The City, subject to the Provisions of this Agreement, shall reimburse the Consultant for authorized actual expenditures which are reasonable and necessary that are incurred by the Consultant at the request and direction of the Airport Representative in writing, as provided for herein (the “Reimbursable Expenses”). Consultant shall maintain full and complete records of all expenses for which it intends to be reimbursed. (See **Exhibit C** entitled “Reimbursable Expenses” which is attached hereto and incorporated herein).

	<u>Contract Year 1</u>	<u>Contract Year 2</u>	<u>Contract Year 3</u>
Annual Fee	\$85,000	\$85,000	\$85,000

4.0 PAYMENTS

- A. All Fees, Reimbursable Expenses, or Extras to be paid by the City to Consultant for the work performed pursuant to this Agreement shall be paid in due course after receipt of Consultant's itemized invoices to the City, subject to and in accordance with the Provisions of this Agreement. (See Sections 3.0 & 6.0.)
- B. Acceptance by Consultant of the final payment shall constitute payment in full for all work done.
- C. Nothing in this Agreement shall be construed or interpreted to create a debt, liability, or obligation of any kind whatsoever upon the City or Airport for the City or Airport to order or request any particular amount of work or services (See Sections 8.M, and 24.G herein).
- D. In no event shall Fees, Reimbursable Expenses, and Extras provided for in this Agreement exceed this Agreement’s Contract-Not-To-Exceed Amount of Three Hundred Thousand Dollars (\$300,000.00) during the term of this Agreement. Payment for the Fees and Extras shall be made at the rates and amounts provided for herein subject to and in accordance with the Provisions of this Agreement. All

payments hereunder shall be contingent upon the appropriations of sufficient funds by the City annually.

- E. The Consultant agrees to submit invoices for the services and work performed pursuant to this Agreement in a timely manner and as provided for in this Agreement. The Consultant hereby acknowledges and agrees that the City shall not be required or obligated to pay any invoices submitted to the City by the Consultant more than six (6) months after the expiration or earlier termination of this Agreement and/or be responsible for any costs or expenses incurred by the Consultant for services or work performed pursuant to this Agreement for which City Invoices or Airport Invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of this Agreement.

5. FAILURE TO PERFORM

- A. Every six (6) months the Airport Representative, in consultation with Airport personnel, will complete a "Performance Review" of the work performed by the Consultant.
- B. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under this Agreement is unacceptable or that the Consultant has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Consultant's failed or under performance(s). (See Sections 8.C and 8.L.)
- C. All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Consultant as provided for herein. The City may deduct such costs, plus 15 % for administrative costs, from any payments due to the Consultant under this Agreement or the City may invoice the Consultant for such costs which will be due within thirty (30) days of the City's written request.
- D. **The work, if necessary, and any other actions taken by the City pursuant to this subsection may be performed only after first providing at least five (5) working days' notice to Consultant of such failure to comply.** Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Consultant must not undertake further performance of such work without the specific prior authorization from the Airport Representative.
- E. During the five (5) days' notice the Consultant may demonstrate to the City why no such alleged failure is present or to timely remedy such alleged failure. However, the City's right to perform such work will not arise, if such failure cannot be reasonably cured within five (5) working days and the Consultant promptly and with due diligence takes prompt and appropriate corrective action and diligently pursues until the failure is corrected to the City's reasonable satisfaction.

6. **EXTRA WORK**

- A. At the written request and direction of the Director, additional **Insurance Brokerage Services**, work or modifications, additions, or extras (“**Extras**”) may be required. The fee or charge for Extras will be agreed upon up front in writing on a case by case basis as described herein and in Section 4.A of this Agreement. For all work conducted under this Agreement, the total amount to be paid to the Consultant must not exceed the total Contract Not-To-Exceed Amount of this Agreement. (See Section 4.D).
- B. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director will be the sole and absolute judge, will be done by the Consultant without extra charge. The Consultant will do all Extras that may be requested or ordered by the Director in writing. No claim for Extras will be allowed in favor of the Consultant unless such Extras have been ordered in advance by written request of the Director. The Consultant will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15th day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements duly approved by the Director. As proof of costs, the Consultant will submit copies of itemized invoices received from the Consultant’s approved subcontractor(s) which have been previously reviewed and approved by the Consultant. Extras will be paid for on the basis of a fixed amount or rate or charge or any combination thereof to be agreed upon and approved by the Consultant and the Director in writing prior to such Extras being performed. (See Section 4.A).

7. **TERM**

The term of this Agreement will be for three (3) years beginning on the Commencement Date specified below and ending thirty-six (36) months thereafter unless terminated or cancelled as provided for in Section 30. This Agreement is expressly subject to, and will not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates will be as follows:

“**Commencement Date**”: **June 1, 2021** “**Expiration Date**”: **May 31, 2024**

8. **ADMINISTRATIVE PROCEDURES**

- A. Before commencing work under this Agreement, the Consultant will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Consultant as the Consultant's “**Project Coordinator**.” The Project Coordinator will be fully authorized to act for the

Consultant in all matters covered by this Agreement. The Consultant will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the Provisions thereof.

- B. When necessary, or as requested by the Airport Representative, the Consultant will make periodic reports and recommendations to the Airport Representative concerning conditions, transactions, situations or circumstances encountered by the Consultant relating to the services to be performed under this Agreement.
- C. The Consultant's performance must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services required by this Agreement. All work will be executed in the most workman-like, safe and substantial manner. The Consultant will furnish everything necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or which may be inferred from this Agreement and its specifications.
- D. The Consultant will ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with the Consultant's name and telephone number (if applicable).
- E. The Consultant must clean up the work site each day. This clean-up must include placing material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never block access to existing facilities. Rubbish, debris, rubble, and garbage must be properly removed daily and disposed of in accordance with all applicable local, state, and federal laws and regulations. The City and its officers, agents, representatives, or employees are not responsible or liable for, in any way whatsoever, any hazardous condition created by, arising out of, or incidental to the **Insurance Brokerage Services** performed by the Consultant or its officers, employees, contractors, representatives, or agents under this Agreement. (See Section 29.)
- F. The Consultant will have on the job at all times, ample equipment to properly and safely carry out the required work including such tools or equipment as may be necessary to meet emergency requirements.
- G. The Consultant will furnish to the Airport Representative a list of all employees (including subcontractor's employees) performing services under this Agreement. (See also Section 31.) The Consultant will maintain and update this list throughout the term of this Agreement. The Consultant will be present at the work site continuously during working hours throughout the progress of the work, either in person, or through his Project Coordinator or supervisory personnel to receive directions and furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Consultant will be considered the same as given to the Consultant in person.

- H. Consultant, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of this Agreement.
- I. The Consultant if requested, will attend a pre-performance conference prior to commencement of any work under this Agreement. Said conference will be after the date of Agreement execution, and prior to start of the work.
- J. The work under this Agreement may be on an active airport. If so, prior to the start of any work under this Agreement, the Consultant will provide the Airport Representative with a work schedule which will indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. (See Section 5.)
- K. In case of an emergency, the Airport Director, Airport Properties Division Manager, or the Airport Representative, will have authority to order the Consultant to immediately terminate work and clear the area of personnel and equipment. The Consultant will immediately comply to such an order with all possible speed.
- L. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise related to the proper performance of this Agreement, and his decisions will be final, except as provided for in Section 15.
- M. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the **Insurance Brokerage Services**. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the required work. (See Section 24.G.)

9. RULES AND REGULATIONS

- A. The Consultant will comply with all applicable rules and regulations including, resolutions, plans, operating directives, Airport Certification Manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended, in performing the required work or services. The Consultant will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City as amended, and all federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the required work and service.
- B. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1500 as amended. Any and all violations by the Consultant or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or

representatives, will be the responsibility of the Consultant. City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.

- C. The Consultant will be responsible for the work of all subcontractors and agents, and all work must be kept under the Consultant's control. A complete list of all such subcontractors will be submitted to the Airport Representative for his/her prior written approval. (See Section 31.)
- D. The Consultant will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

10.0 RESPONSIBILITIES OF THE CONSULTANT

In the performance of this Agreement, the Consultant shall:

- A. Agree that the Consultant shall comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, Airport certification manual, and directives promulgated or established by the Authority, the Airport Commission, the Director, Airport Representative, or the City, as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of this Agreement. Consultant agrees that the Consultant shall comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, as may be amended from time to time, now or hereafter applicable, in performing the Provisions of this Agreement and the work or services contemplated herein.
- B. Carry out the services as described in the Scope of Work, as ordered, requested, and directed in writing by the Manager.
- C. Not subcontract, assign or otherwise transfer any of the services or work to be performed under this Agreement without the prior written consent of the City, and any failure to do so will be deemed cause for termination of this Agreement. (See Section 31, "Assignment & Subcontracting").
- D. Be responsible for the employment and supervision of its own staff to carry out its obligations under this Agreement and be responsible for the performance and payment of services that it may hire subject to the Provisions of this Agreement in addition to the Consultant's regularly employed staff. (See Section 31).

- E. The Consultant is responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under this Agreement. The Consultant shall, without any additional compensation, correct or revise errors or deficiencies for which it is responsible in the course of providing its services under this Agreement as determined by the Manager.
- F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and regulated under CFR 1520 Sensitive Security Information, and at no time divulge such information without the prior written consent of the Airport Director, unless otherwise required by a court order or subpoena, a copy of which has been presented to the Airport Director. Consultant shall timely inform the City of any such order or subpoena prior to releasing said confidential information. If disclosure of said confidential information is required by court order or subpoena, the Consultant shall timely notify the City in writing at least five (5) business days prior to disclosure so that the City may seek court intervention concerning the potential disclosure of said confidential information.
- G. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under this Agreement.
- H. Throughout the term of this Agreement, the Consultant shall maintain all licenses, certifications, SIDA Badges and credentials necessary to perform the services contemplated herein in accordance with all applicable federal, state, and local laws, and regulations including, without limitation all applicable rules and regulations of United States Department of Transportation (**USDOT**) as they may be amended from time to time.

11. REPAIR OF DAMAGE

The Consultant will promptly report any property of the City or third parties damaged by Consultant's operations or employees. The Consultant will make no repairs or replacements to City property without the prior written approval of the Airport Director.

12. NOTICE OF LOSS OR CLAIMS

- A. The Consultant will indemnify, defend, and save harmless the City, its officers, employees, and agents from all suits or actions, or losses brought against or suffered by the City, its officers, employees or agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the Consultant, his employees, representative, or agents, in the performance of the work

herein specified, or in consequence of any negligence in guarding the same, or any defective materials or equipment used, or by or on account of any act or omission of the said Consultant.

- B. The Consultant will indemnify, defend, and save harmless the City, its officers, employees, representatives, and agents from the payment of any and all claims, demands, damages, or costs arising out of any infringement, or alleged infringement of intellectual property rights including, without limitation, the use of any patent or patented device, article, system, arrangement, material or process used by the Consultant or its officers, employees, representative, or agent in the execution of this Agreement.
- C. The Consultant shall within seven (7) days of service or demand, provide written notification to the Director of all suits or action or losses arising out of this Agreement.

13. REPLACEMENT OF PERSONNEL

Consultant will agree to promptly replace the manager or any employee working under this Agreement should the Airport Director feel and recommend that such should be done for the good of the services being rendered. The Airport Director's decision will be final and binding.

14. PROHIBITED ACTS

Consultant will not do or permit to be done any act which:

- A. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
- B. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;
- C. In the opinion of the Airport Representative, will constitute a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in this Agreement;
- D. Will constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance or a nuisance in or on the Airport; or
- E. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.

F. If by reason of the Consultant's failure to comply with the provisions of this section, any fire insurance, extended coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon will be at any time higher than it otherwise would be, then the Consultant will on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which was charged because of such violation by the Consultant. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

15. RIGHT OF REVIEW

Consultant will have the right to take any decision or direction of the Airport Representative to the Director for his/her review and decision. The decision of the Director will be final and binding. All requests for review must be in writing and within 24 hours of the Airport Representative's decision in dispute, and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Airport Representative. (See Section 8.L).

16. GOVERNING LAW AND FORUM SELECTION

This Agreement will be made and entered into in the State of Missouri, and Missouri law, the City's charter and ordinances, as they may be amended from time to time, will govern and apply to this Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement must be brought only in a federal or state court in The City of St. Louis, Missouri. Consultant and the City hereby admit and consent to the jurisdiction and venue of such courts. The Provisions of this section survive the expiration or early termination of this Agreement.

17. WAIVERS OF LIEN

Upon completion of work contemplated herein, and if requested by the City, the Consultant will submit within five (5) business days of the City's request full waivers of lien from every entity involved in the performance of this Agreement. Lien waivers must be submitted on forms and executed in a manner acceptable to the Airport Representative. Consultant will warrant, covenant, represent, stipulate, and agree not to permit any mechanics' or materialmen's liens or any other lien or encumbrance to be attached or foreclosed upon the City's property or any part or parcel thereof, or on the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic, materialman, Consultant, or any other reason.

18. FACILITIES PROVIDED BY THE AIRPORT

City, subject to and in accordance with the Provisions of this Agreement, will provide the right of ingress and egress to all areas herein specified in order for the Consultant to perform the work and services contemplated herein.

19. PRECAUTIONARY MEASURES

- A. Consultant will exercise every precaution to prevent injury to persons, damage to property, and inconvenience to the City's travelers, licensees, invitees, airlines operating at the Airport, and other users of the Airport. Consultant will place watchmen, erect barricades and railings, give warnings, display lights, signals, or signs and exercise precautions against fire, or electrocution, and take other precautions as may be necessary, proper, and desirable.
- B. Consultant shall comply with Social Distancing guidelines in effect at such time that are recommended by the CDC in coordination with the Airport Representative.
- C. Any job related task where social distancing is impractical shall be completed with the appropriate level of PPE.
- D. Consultant shall be responsible for developing and implementing plans and procedures to prevent and mitigate the spread of COVID-19 or any other infectious disease within their work area to the maximum extent practical, with approval from the Airport Representative.

20. STORAGE AND STAGING AREA

- A. Location of storage and transfer area ("**Transfer Area**") will be assigned by the Airport Representative in writing (if applicable). If assigned, the Transfer Area will be used for storage of the Consultant's equipment and property, and will be maintained by the Consultant at its cost and to the City's standards as provided for in this Agreement. Assignment of the Transfer Area will be based on availability of space.
- B. The Consultant will be responsible for the security of its equipment and will maintain and improve the Transfer Area as directed by the Airport Representative. The Consultant will acknowledge, stipulate, and agree that the City (including its officers, employees, agents or representatives) will not be responsible or liable for any vandalism, theft, casualty, loss, or damages of any kind whatsoever to the Consultant's equipment, containers, compactors, parts, tools, or supplies, or other personal property.

- C. City, subject to and in accordance with the Provisions of this Agreement, will provide the right of ingress and egress to all areas required in the performance of the Consultant's services.

21. **BADGING**

- A. *All* Consultant employees performing work under this Agreement *must* be issued, and *must* maintain, an Airport ID Badge issued by Airport Security Operations. The Airport will not escort Consultant or subcontractor employees.
- B. The Consultant will comply with all applicable federal, state and local governmental laws and regulations and Airport rules and regulations as amended.
- C. The Consultant at its cost will supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Consultant's employees to be issued an Airport ID Badge.
- D. The Consultant will, when directed by the Airport Representative, schedule its employees to be issued an Airport ID Badge and fingerprinted for a criminal history check by the Airport Police Security Operations Bureau. The Consultant will maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the Security Identification Display Area (SIDA) class, and any other security or ID Badge-related training class required by the Airport.
- E. The Consultant will bear the cost of providing new and/or renewal badge for the Consultant's employees working under this Agreement. The cost for initial badging is \$85.00 per employee. This fee includes the cost of the badge, fingerprinting, mandatory Security Threat Assessment, and the SIDA class. Badges must be renewed every 12 months at a cost of \$35.00 per badge. The cost for status change, lost, stolen, or damaged identification badges and any associated training will be the sole responsibility of the Consultant. The replacement cost for a lost badge is \$75.00 for the first badge, \$100.00 for the second badge, and \$175.00 for a third badge. No fourth badge will be issued. Rates for Airport ID Badges are subject to change during the term of this Agreement.
- F. Upon expiration or termination of Agreement or discontinuance of employment of any of the Consultant or subcontractor employees working under this Agreement, all Airport-issued keys and ID Badges shall be immediately surrendered to the Airport Representative or Airport Security Operations.
- G. The Consultant will be responsible for compliance with all Airport Security

Regulations, Airport Security procedures, and TSA 1542 as amended. Any and all violations by the Consultant or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.

22. PERFORMANCE & PAYMENT BOND

- A. At or prior to the execution of this Agreement, the Consultant will immediately execute a Performance Bond and a Payment Bond each in the amount of Ten Thousand Dollars (\$10,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all Provisions of this Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds or cashier's checks to meet the requirements of this Section 22. The Consultant will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds and/or Payment Bonds and if the Consultant's Performance Bonds and/or Payment Bonds are terminated, cancelled, not renewed or extended, the Consultant shall promptly provide the City with a replacement bond(s) in full compliance with this Section 22. Any sum or sums derived from said Performance and/or Payment Bonds will be used for the completion of this Agreement and the payment of laborers and material suppliers, as the case may be.
- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of this Agreement begins.

23. MISSOURI UNAUTHORIZED ALIENS LAW

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Consultant, shall, pursuant to the applicable provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "**Missouri Unauthorized Aliens Law**"), by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The Consultant shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit A** entitled "Affidavit". Consultant's failure to comply at all times with the Missouri Unauthorized Aliens Law or the provisions of this

Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of this Agreement by the City and/or the City seeking other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties or remedies for violations of the Missouri Unauthorized Aliens Law as set forth therein. The Consultant shall promptly and timely deliver to the City a fully executed original of the Affidavit (see Exhibit A) including any required documentation in accordance with the Missouri Unauthorized Aliens Law prior to performing any work under this Agreement.

24. GENERAL PROVISIONS

- A. The Consultant is, and at all times hereunder, will be and remain an independent Consultant and nothing herein will be interpreted or construed to mean that the Consultant or any of its employees or agents is an employee or agent of the City.
- B. The Consultant will coordinate the services performed under this Agreement with the Airport Representative designated by the Airport Director.
- C. This Agreement will be the entire agreement and no amendment or modification will be made (except as expressly provided for herein) unless in writing and signed by the parties hereto.
- D. The City of St. Louis and the Consultant will agree that this Agreement and all contracts entered into under the Provisions of this Agreement will be binding upon the parties hereto and their successors and permitted assigns.
- E. A waiver by either party of the Provisions hereto to be performed, kept, or observed by the other party will not be construed as or operate as, a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The Consultant will keep and maintain such records and reports as are necessary for the City to determine compliance with the obligations of this Agreement. Such records must be maintained by the Consultant for at least three (3) years after the expiration or termination of this Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, in order to determine compliance with this Agreement. (See Section 34 entitled "Right To Audit Clause").
- G. Consultant acknowledges, understands, stipulates, and agrees that the City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the **Insurance Brokerage Services** contemplated herein. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself, any work contemplated herein. (See Sections 4.C and 8.M herein.)

- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City will be personally liable under or in connection with the Agreement.
- I. Neither party will be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See Section 24K).
- J. In the event any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of this Agreement.
- K. Time is of the essence in this Agreement. The parties agree that time will be of the essence in the performance of each and every obligation and understanding of this Agreement.
- L. When the authorization, consent, approval, waiver, certification, determination, or any other action (“**Approval**”) of other party is required under the terms of this Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. In taking such actions, the Director shall act reasonably, and take into consideration the best interest of the City, the Airport, and travel public. The City and Consultant agree that extensions of time for performance may be made by the written mutual consent of the Director, on behalf of the City, and Consultant or its designee. Whenever the Approval of the City, or the Director, or Consultant is required herein, no such Approval shall be unreasonably requested, conditioned, or withheld.

25. PREVAILING WAGE AND FRINGE BENEFITS

- A. The Contractor warrants, represents, stipulates and agrees that it shall pay to employees and subcontractor’s employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq., as amended except for any person engaged in an executive, administrative or professional capacity. This section is subject to and shall be in accordance with City Ordinance No 62124 as codified in Chapter 6.20 of the Revised Code of The City of St. Louis 1990. Annotated as codified in Chapter 6.20 of the Revised

Code of The City of St. Louis 1990 Annotated.

- B. Subject to and in accordance with Chapter 6.20.010.A of the Revised Code of The City of St. Louis, such fringe benefits may include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs and other bona fide fringe benefits to be provided by the service contractor and not otherwise required by federal, state or local law. The term "minimum prevailing fringe benefits" may include any contributions of fringe benefits equivalent to the foregoing or differential payments in cash.
- C. Contractor shall keep full and accurate records identifying the names and classification of every service employee employed by them in the performance of this Agreement, together with an accurate record of the number of hours worked by each employee and the actual wages and fringe benefits paid therefor. Said records shall be open to inspection by the Comptroller of the City or his/her authorized representative at any reasonable time and as often as may be necessary and such records must not be destroyed or removed from their customary location for the period of one (1) year following the completion of the work under this Agreement.

26. MEDIA INQUIRIES / ADVERTISING

- A. If contacted by any media entity or other third party ("**Media Entity**") about this Agreement or the services or work performed by the Consultant under this Agreement ("**Airport Project**"), the Consultant will refer the Media Entity to the Airport's Public Relations Manager. This includes, without limitation, trade publications.
- B. Consultant acknowledges and agrees that any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport's Public Relations Manager prior to being made public by the Consultant. Consultant will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport, either directly or indirectly, in connection with any production, promotional service, publication or advertising without the prior written consent of the Airport's Public Relations Manager.
- C. Consultant will treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Consultant will timely inform the City of any such order or subpoena prior to releasing said confidential information.

- D. Advertisements discussing an Airport Project must be approved by the Airport's Public Relations Manager in writing prior to publication or must include a prominent disclaimer that neither the City nor the Airport necessarily endorses the Consultant's work.
- E. Any quotes or testimonials from City or Airport staff may not be used unless pre-approved in writing by the Airport's Public Relations Manager.
- F. Photos taken by Consultant of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Consultant acknowledges and understands that some photos may contain security-sensitive information and publication may violate federal laws or regulations or Airport security rules or procedures.
- G. The Airport's Public Relations office must be given at least three (3) business days' notice to review request and materials. The Airport's Public Relations office coordinates media, web, postings, printed materials, advertisements and other public communication about Airport Projects. Public Relations main number is: 314-426-8125.

27. CUSTOMER SERVICE

Consultant, on behalf of itself and all subcontractors, acknowledges that customer service to the traveling public is a primary concern for the City and that customer service is the shared responsibility of all employees and service providers at the Airport, no matter their role or function. Consultant agrees that all of its employees performing service at the Airport pursuant to this Agreement shall:

- A. Demonstrate excellent customer service at all times when in contact with users of the Airport.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport, including but not limited to, appropriate greetings and assistance to travelers, if and when applicable.
- C. Help ensure that travelers have a positive Airport experience and at all times, behave in a businesslike and professional manner while on Airport property.
- D. Speak English, unless otherwise necessary to accommodate customers; refrain from using foul or inappropriate language in public areas; smile and use a pleasant tone of voice when conversing with travelers and all other Airport users; be actively working while on duty and refrain from gathering and "chatting" in groups while on duty, unless necessary; refrain from the use of non-business cell phones while on duty; refrain from napping or sleeping in public areas.

- E. Not utilize public seating, boarding areas, gate areas or lounge areas within the terminals and concourses. The above areas are intended for use by the traveling public and not as rest or lounge facilities for Consultant's employees.

28. INSPECTIONS

- A. The Airport Representative will at all times have free access to the work, as well as the equipment, and shops of the Consultant for the purpose of determining Consultant's compliance with the Provisions of this Agreement. The Airport Representative may perform periodic inspections of the work as outlined in the Agreement, to determine that services performed by the Consultant meet with required standards and the Consultant will be required to timely and promptly make any improvements as required by the Airport Representative at no additional charge to the City (See Sections 2 & 8).

29. INSURANCE AND INDEMNIFICATION

- A. The Consultant, at its expense, at all times during the term hereof, will cause St. Louis County, the City, and its Board of Alderman and their respective officers, agents and employees and the Consultant to be insured **on an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Consultant, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to this Agreement under the following types of coverage:
 - 1. Comprehensive General Liability;
 - 2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).
- B. **The minimum limits of coverage for the above classes of insurance must equal a single limit of Two Million Dollars (\$2,000,000.00) comprised of such primary and excess policies of insurance as the Consultant finds it feasible to purchase during the term of this Agreement** and will name St. Louis County, the City, and its Board of Alderman and their respective officers, agents (the "CITY" as used in this Section) by endorsement as an "Additional Insured." Prior to execution of this Agreement, Consultant will provide certificates of said insurance and all endorsements required pursuant to this Agreement to the Airport Representative in form and content satisfactory to the City. In addition, the Consultant will also mail or fax a copy of the Certificate of Insurance and all required endorsements to:

St. Louis Airport Police Department
P.O. Box 10212, Lambert Station
St. Louis, Missouri 63145
Attn: Sharon Wilson, Bureau of Security Operations
Phone: 314-426-8002
Fax: 314-890-1325

- C. Such liability insurance coverage must also extend to damage, destruction and injury to CITY owned or leased property and CITY personnel, and caused by or resulting from work, acts, operations, or omissions of Consultant, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Consultant's indemnity obligations hereunder. The CITY will have no liability for any premiums charged for such coverage, and the inclusion of the CITY as an Additional Insured is not intended to, and does not make the CITY a partner or joint venturer with Consultant in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the CITY when any policy issued to the CITY provides duplicate or similar coverage and in such circumstances, the CITY's policy will be excess over Consultant's policy.
- D. The Consultant will protect, defend, and hold St. Louis County, the City, and its Board of Alderman and their respective officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Consultant's officers, agents, employees, contractors, subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Director or his/her designee will give to Consultant reasonable notice of any such claims or actions. The Consultant will also use counsel reasonably acceptable to the City Counselor of the City or his/her designee, after consultation with the Director or his/her designee, in carrying out its obligations hereunder. The Provisions of this section survive the expiration or early termination of this Agreement.
- E. The Consultant will maintain Workers' Compensation and Employers Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Consultant will require that all of its subcontractors or licensees similarly provide such coverage. The City, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Consultant's failure to comply with the Provisions of this subsection. The

indemnification Provisions of this Agreement apply to this subsection. It is expressly agreed that the employees of the Consultant are not employees of the City for any purpose, and that employees of the City are not employees of the Consultant.

30. CANCELLATION

- A. The City retains the right to cancel this Agreement immediately upon written notice to Consultant if:
 - 1. Consultant fails to properly keep any Provision of this Agreement; or,
 - 2. The quality of service falls below the specified standards as determined by the City; or,
 - 3. Consultant fails or refuses to render the amount of service required.
- B. Consultant has the right to cancel this Agreement if:
 - 1. The City fails to keep, perform, or observe any material Provision of this Agreement for a period of ninety (90) days after written notice by Consultant specifying the material breach by the City;
 - 2. Failure to keep, perform, or observe any material Provision of this Agreement will not give rise to Consultant's right to terminate this Agreement if the material breach can be cured but cannot, with due diligence, be cured within ninety (90) days', if the City institutes corrective action within ninety (90) days' and diligently pursued until the material breach is corrected.
- C. Consultant retains the right to cancel this Agreement without cause upon one hundred twenty (120) days written notice to the City. There will be no liability to Consultant and such a cancellation will be a no-fault cancellation.
- D. The City retains the right to cancel this Agreement without cause upon thirty (30) days' written notice to Consultant. There will be no liability to the City and such a cancellation will be a no-fault cancellation.
- E. Notwithstanding anything to the contrary herein, it is expressly understood by the parties that this Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- F. Upon cancellation, termination, or the expiration of this Agreement, or if requested in writing by the Airport Representative, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, schedules, records,

files, logs, work product, or property paid for, supplied or owned by the City will be returned to the City by Consultant within one (1) business day.

31. ASSIGNMENT AND SUBCONTRACTING

- A. Consultant will not assign or transfer this Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any assignment of this Agreement, Consultant will submit a written request to the City along with a copy of the proposed assignment agreement. The City reserves the right to refuse without cause or justification, such requests. No assignment will be made or will be effective unless Consultant is not in default on any of the other Provisions of this Agreement. The party to whom such assignment is made will expressly assume in writing the Provisions of this Agreement. The parties to this Agreement understand and agree that the Consultant is and will remain responsible for the performance of its assigns under this Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- B. Consultant will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports. At least sixty (60) days prior to any subcontracting of service or work or the transfer of any part of the services or work to be performed hereunder, Consultant will submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. The City reserves the right to refuse without cause or justification, such requests. At a minimum, any sub-contractor agreement must expressly require strict compliance with the Provisions of this Agreement. The Consultant will furnish all authorized subcontractors or agents a copy of this Agreement. The parties understand and agree that the Consultant is responsible for the performance of its subcontractors or agents under this Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for in this Section 3, will constitute default on the part of the Consultant under this Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this Provision.
- D. Notwithstanding any other term or provision in this Agreement, the City may assign this Agreement at its sole discretion by providing Notice to Consultant as described above.
- E. The City has approved the following M/WBE subcontractors for

participation under this Agreement at the percentage participation goals as set out below:

White Coleman & Associates, LLC	WBE	12.5%
Richard K. Gaines, Inc.	MBE	25%

32. AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION

- A. Consultant agrees during performance under this Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. Consultant agrees during performance under this Agreement, that all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry.
- C. Consultant agrees during performance under this Agreement, that should it be determined by the Consultant or City that Consultant will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St. Louis Council on Human Relations within ten days as to the steps to be taken by the Consultant to achieve the provisions of this program.
- D. Consultant will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- E. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Agreement, or to furnish information or permit records and accounts to be inspected, within twenty days from the date requested, this Agreement may be canceled, terminated, or suspended in whole or part and Consultant may be declared ineligible for further City contracts for a period of one year, by the option of the City; provided further in the event the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Consultant will have no claim for any damages against the City.
- F. Consultant further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Consultant in all contracts or agreements entered into with suppliers of materials or services, Consultants and subcontractors and all labor organizations furnishing skilled, unskilled and craft

union skilled labor, or who may perform any such labor or services in connection with this Agreement.

- G. Whenever the Consultant is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, such Consultant will notify the City Counselor in writing of such suit or threatened suit within ten days.
- H. Consultant will comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

33. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION**

A. **Definitions:**

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

1. **"Minority Business Enterprise" or "MBE"** means a minority business enterprise as defined in Ordinance 70767.
2. **"Women Business Enterprise" or "WBE"** means a women's business enterprise as defined in Ordinance 70767.

B. **Policy:**

It is the policy of the City of St. Louis Airport Authority to ensure the maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding or procurement process. The provisions of this Policy apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and will be liberally construed for the accomplishments of its policies and purposes.

C. **M/WBE Goals and Incentive Credits:**

1. A goal of 25% MBE and 5% WBE utilization has been established in connection with this Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of the Agreement. If an award of this Agreement is made and the MBE/WBE

participation is less than this Agreement goal, the Consultant must continue good faith efforts throughout the term of this Agreement to increase MBE/WBE participation and to meet this Agreement goal.

Please note: Consultants certified as either an MBE or WBE must still fill both goals. In addition, Consultants certified as both an MBE and a WBE can only fulfill either the MBE goal or the WBE goal, not both goals.

2. A 15% M/WBE incentive credit shall be applied to the evaluation of professional service prime consultant who are currently certified MBE - African American, Hispanic American, Asian American, Native American and WBE-Women owned Business Enterprises. In order to qualify for the incentive credit, the M/WBE prime must include a copy of the current M/WBE certification letter indicating the M/WBE has been certified by the Airport or the M/WBE remains eligible to participate in the M/WBE certification program.

D. Obligation:

1. The Consultant agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under this Agreement. The Consultant will not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City of St. Louis Airport Authority.
2. A current Directory of M/W/BE firms certified by the City of St. Louis is available online at www.flystl.com/bdd.

E. Good Faith Efforts Requirement:

1. The quality, quantity and intensity of the Proposer's good faith efforts will be evaluated by the City. A Proposer must make sufficient good faith efforts to meet the 25% MBE and 5% WBE goal. The Proposer can meet this requirement in either of two ways. First, the Proposer can meet the goal, documenting commitments for participation by M/WBE firms. Second, even if the Proposer doesn't meet the 25% MBE and 5% WBE goals, the Proposer can document adequate good faith efforts. This means that if the M/WBE goals are not met that the Proposer must show that it took all necessary and reasonable steps to achieve the M/WBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient 25% MBE and 5% WBE participation, even if they were not fully successful. If the M/WBE goals are not met, the Proposer must demonstrate and document those efforts by submitting the "Good Faith

Efforts Report Form” attached hereto as Attachment 3 with the proposal. Additionally, when the M/WBE goals cannot be met, the Proposer must also include a statement as to why the goals could not be met. (See Proposer’s Checklist Item 9). Examples of good faith efforts are but not limited to the following:

- a. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
- b. Written notification at least fourteen (14) days prior to the opening of proposals, soliciting individual M/WBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, consultant, or service agency and for what specific items or type of work.
- c. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, of the type of work, supplies, or services being considered for M/WBEs on this contract.
- d. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:
 - i. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty whether the M/WBE is interested. Personal or phone contacts are expected.
 - ii. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - iii. A statement of why additional agreements with M/WBEs were not reached, and
 - iv. Documentation of each M/WBE contacted but rejected and the reasons for the rejection

- e. Absence of any agreements between the consultant and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other Proposers.
 - f. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the consultant.
 - g. Documentation that qualified M/WBEs are not available, or not interested.
 - h. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better consultant-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.
 - i. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
 - j. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.
2. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
- a. M/WBE unable to provide performance or payment bonds or both.
 - b. Rejection of reasonable bid based on price.
 - c. M/WBE would not agree to perform items of work at the unit bid price.
 - d. Union versus nonunion status.
 - e. Consultant normally would perform all or most of the work of the contract.
 - f. Solicitation by mail only.
 - g. Restricting to only those general group of items which may be listed in bids under such headings "Items Subcontractible to M/WBE firms."

3. The demonstration of good faith efforts by the consultant must prove the Consultant actively and aggressively sought out M/WBEs to participate in the project.
4. The information provided will be evaluated to determine if the low Proposer is responsive. All the information provided must be accurate and complete in every detail. The apparent low Proposer's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

F. **Eligibility:**

Consultant should access the online directory at www.flystl.com/bdd to obtain a list of eligible MBEs/WBEs certified by the City of St. Louis and to verify the eligibility of the MBE/WBE firms it intends to utilize in this Agreement.

G. **Counting MBE/WBE Participation toward Goals:**

1. MBE/WBE participation towards the attainment of the goals will be credited on the basis of the total subcontract prices agreed to between the Consultant and subcontractors for the contract items being sublet as reflected on the "MBE/WBE Utilization Plan" attached hereto as Attachment 2 and incorporated herein. Proposer must complete and submit with its proposal the **Preliminary** MBE/WBE Utilization Plan (See Proposers Checklist, Item 8). Firms must be certified prior to the proposal opening in order to be used to fulfill the participation goals. **NOTE: The successful proposer awarded the contract is required to submit the Final MBE/WBE Utilization Plan. This form must be completed in its entirety and submitted to the City after fee/scope negotiations have been completed.**
2. In addition, the Proposer must also submit the "Notice of Intent to Perform as a Subcontractor or Material Supplier Form," attached hereto as Attachment 4 and incorporated herein. (See Proposer's Checklist, Item 12.).
 - a. Contractors should be aware that supplies and materials procured from certified suppliers, manufacturers and brokers are defined and counted toward M/WBE goals as follows:
 - i. ***A Supplier or Regular Dealer*** is defined as a firm that owns, operates or maintains a store, warehouse, equipment or other establishment in which the materials, supplies, articles or equipment of the general

character described by the specifications and required under the contract are bought, and regularly sold or leased to the public in the usual course of business. ***Suppliers or Regular Dealers count at 60% of their cost/expenditure towards M/WBE goals.***

- ii. A ***Manufacturer*** is defined as a firm that operates or maintains a factory, apparatus, or establishment that produces, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. ***Manufacturers count at 100% of their cost/expenditure towards M/WBE goals.***
- iii. ***Brokers*** are defined as brokers or other persons who arrange or expedite transactions are not regular dealers, with respect to materials or supplies purchased from an M/WBE which is neither a manufacturer nor a regular dealer. Brokers entire commissions and fees charged for assistance in the procurement of the materials and supplies, or fess or transportation charges for the delivery of materials or supplies required on a job site count towards M/WBE goals provided the fees are determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials or supplies themselves do not count toward M/WBE goals.
- iv. M/WBE trucking firms expenditures may count at 100% toward M/WBE goals. The M/WBE trucker must manage and supervise the trucking operations with its own employees and use equipment owned and/or leased by the M/WBE. No credit will be counted for the purchase or sale of material hauled unless the M/WBE trucker is also a certified M/WBE supplier. No credit will be counted unless the M/WBE trucker is an approved subcontractor.

If the M/WBE trucker plans to supplement its trucking operations with additional trucking firms it must seek prior approval perform the start of the operation from the City.

If the M/WBE trucker leases trucks from a non-M/WBE trucking firm only the fees and/or commissions will count toward goal attainment.

H. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Consultant of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of this Agreement.

I. Substitution of MBE/WBE Firms after Award:

1. The Consultant will conform to the scheduled MBE/WBE participation goal. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Consultant will immediately notify the contracting department and City of St. Louis Airport Authority Business Diversity Development (BDD) office prior to replacement of the firm.
2. Substitutions of MBE/WBE must be approved in writing by the Director. See Section 31. Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Consultant will not cancel or terminate its agreement with the MBE/WBE without cause and will timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

J. Record Keeping Requirements:

The Consultant shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Airport Authority to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Airport Authority reserves the right to investigate, monitor and review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

K. Reporting Requirement:

1. The Consultant shall utilize the St. Louis Lambert International Airport Certification and Compliance Diversity Compliance Management System web based program made available at <https://flystl.diversitycompliance.com/>. The Consultant shall log into the system utilizing their assigned username and password and request to add each subcontractor scheduled to perform work on the Agreement. BDD will confer with the department/agency before approving the firm to be added to the contract. The Consultant shall upload a copy of each M/WBEs fully executed contract to provide services when requesting to add M/WBEs to the contract.

2. The Consultant must submit monthly reports on MBE/WBE involvement to the City of St. Louis Airport Authority Business Diversity Development Office via the BDD online reporting system. Actual payments to MBEs/WBEs will be verified. The Consultant shall ensure its subcontractors are also submitting monthly reports on MBE/WBE participation via the BDD online reporting System.
 - a. Liquidated Damages. The Consultant hereby agrees and stipulates that their or their subcontractor(s)'s failure to comply with the MBE/WBE reporting requirements could result in an administrative or financial burden or both to the City. Therefore, the Consultant agrees and stipulates that the Director, on behalf of the City, may elect to implement liquidated damages after written notice to the Consultant for failure to report. The stated liquidated damages in this sub-section are cumulative over the term of this Agreement and are in addition to any other remedies City may have under this Agreement or at law or in equity:
 - b. The first failure to report violation will result in a warning letter;
 - c. The second failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$25.00 for each week past due;
 - d. The third failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$50.00 for each week past due; and
 - e. The fourth failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$75.00 for each week past due.
 - i. Payment of Liquidated Damages. All liquidated damages will be deducted by the City's next payment schedule. If there is no future payment(s), the Consultant will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.
 - ii. Notice. For any failure to report a violation specified in this section with associated liquidated damages, the City will provide written notice. Including liquidated damages due and payable to the City

L. Applicability of Provisions to MBE/WBE Contractors:

These provisions are applicable to all contractors or consultants including MBE/WBE contractors. If the MBE/WBE contractor or consultant intends to sublet any portion of this Agreement, the MBE/WBE contractor or consultant shall comply with provisions regarding consultant and sub-consultant relationships.

M. Liquidated damages for Failure to Perform a Good Faith Effort:

1. Contractor acknowledges, stipulates and agrees that the Contractor's failure to meet the City's M/WBE goals and/or show a good faith effort has been performed may result in liquidated damages being assessed in an amount not to exceed the M/WBE shortfall, which is the difference between the M/WBE goals set in this Agreement and the amounts actually paid to M/WBE contractors.
 - a. The City shall periodically evaluate the Consultant's Compliance with the M/WBE goals and determine whether the Consultant has performed and is performing in accordance with the terms of this Agreement. If the Consultant has failed to perform as required in herein, then the City may impose liquidated damages as provided herein to be withheld from any amounts due and owed the Consultant, such liquidated damage withheld must be authorized by the City Compliance Officer and the Director of Airports. Such liquidated damages should be assessed prior to the expiration of this Agreement (generally not sooner than six (6) months prior to the expiration date of this Agreement). If there is no future payment(s) to be made, the Consultant will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.

34. RIGHT TO AUDIT CLAUSE

- A. The Contractor's "**records**" must be open to inspection and subject to audit and reproduction during normal working hours and kept within the greater St. Louis metropolitan area. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Agreement, and for a period of three years after the early termination or the expiration of this Agreement or longer if required by law. Contractor may maintain such records at its corporate office but must make true, accurate, and complete and auditable records available at the Airport upon 15 days' notice.
- B. The Consultant's "**records**" as referred to in this Agreement include any and all information, materials, and data of every kind and character, including without

limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to audit also include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the City in connection with the Consultant's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:

1. Consultant's compliance with the Provisions of this Agreement or the performance of the services contemplated herein; or
2. Compliance with provisions for pricing, change orders, invoices or claims submitted by the Consultant or any of its payees or subcontractors, if any.

35. LIVING WAGE

A. Living Wage Compliance Provisions: Any work ordered by the City under this Agreement is subject to the St. Louis Living Wage Ordinance Number 65597 (the "**Ordinance**") and the "**Regulations**" associated therewith, as may be amended from time to time, both of which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Consultant hereby warrants, represents, stipulates, and agrees to strictly comply with these measures beginning on the Commencement Date of this Agreement:

1. **Minimum Compensation:** Consultant hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit B**) which is attached hereto and incorporated herein. The initial rate will be adjusted each year no later than April 1, and Consultant hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.

2. **Notification:** Consultant shall provide the Living Wage Bulletin together with the “Notice of Coverage” to all employees in English, Spanish, and any other languages spoken by a significant number of the Consultant’s employees within thirty (30) days of the effective date of this Agreement for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Consultant shall post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish, and any other languages spoken by a significant number of the Consultant’s employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. **Subcontractors:** Consultant hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Consultant shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. **Term of Compliance:** Beginning on the effective date of this Agreement, Contactor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this Agreement is being performed by Consultant’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Consultant shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Consultant acknowledges and agrees that failure to comply with any provision of the Ordinance or Regulations may result in penalties specified in the Ordinance and Regulations, which penalties may include, without limitation, suspension or termination of this Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.
8. **Acknowledgements:** Consultant acknowledges receipt of a copy of the Ordinance and Regulations.

36. **CIVIL RIGHTS GENERAL PROVISIONS**

- A. The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded

from participating in any activity conducted with or benefiting from Federal assistance.

- B. The provisions bind the Consultant and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

37. CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS

- A. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:
 - 1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as amended, which are herein incorporated by reference and made a part of this Agreement.
 - 2. **Non-discrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 - 4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** If a Consultant fails to comply with this Section, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under this Agreement until the Consultant complies; and
 - b. Cancelling, terminating, or suspending this Agreement, in whole or in part.
 6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- B. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; (See also 49 CFR Part 27 and 28 CFR parts 35 and 36);
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); or

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

38. FEDERAL FAIR LABOR STANDARDS ACT PROVISION

- A. All contracts and subcontracts that result from this solicitation must incorporate by reference the provisions of 29 CFR Sect. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

39. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All Contracts and subcontracts that result from this solicitation must incorporate by reference the requirements of 29 CFR Section 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

40. SEISMIC SAFETY

When applicable, the Consultant agrees to ensure that all work performed under this Agreement, including work performed by its subcontractor(s), conforms to a building code standard that provides a level of seismic safety and substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (“NEHRP”). Local building codes that model their code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety.

41. DISTRACTED DRIVING

The City encourages the Contactor to promote policies and initiatives for its employees and other work personnel that decrease accidents caused by distracted drivers, including policies that ban text messaging while driving. The Consultant must include the

substance of this section in all sub contracts that involve driving a motor vehicle in performance of the work associated with this Agreement.

42. **CLEAN AIR AND WATER POLLUTION CONTROL**

Consultant agrees to comply with all applicable standards, Executive Orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 740-7671q) and the Federal Water Pollution Act as amended (33 U.S.C. Sec. 1251-1387). The Consultant agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration.

43. **PURCHASE OF EQUIPMENT**

Any and all equipment and materials including without limitation, computer equipment and software purchased by the Consultant on behalf of the City in conjunction with this Agreement shall become the property of the City upon payment by the City. All such purchases of equipment and materials must be authorized in writing by the City. Consultant shall maintain a list describing all such equipment, software, and materials and provide the Airport Representative with an up to date copy of the list at least annually and/or as requested by the Airport Representative (See Section 3.B).

44. **CONFLICT OF INTEREST**

- A. The Consultant warrants, represents, and agrees that the Consultant, and its Airport Directors, officers, employees, agents, representatives, and affiliates (hereinafter referred to in this section as “**Consultant**”) shall not have any role or engage in any consulting services or any other activity relating directly or indirectly with a City project for which the Consultant is presently performing or has previously performed work or services under this Agreement or any previous agreement for marketing advisory services with the City. As used in this section the word “**affiliates**” includes any corporation, association, firm, partnership, proprietorship, or other business entity of any kind or character in which the Consultant, and its Airport Directors, officers, employees, representatives, or agents has any ownership interest in, or is an Airport Director, officer, or employee of. Further, it shall be the Consultant’s sole responsibility to identify and disclose in writing to the City (prior to performing any work or services under this contract) any City project under this Agreement or any previous agreement for marketing advisory services with the City in which the Consultant presently has or previously had a role or involvement in.
- B. The Consultant warrants, represents, and agrees that given the nature of the work and services to be performed by the Consultant hereunder. Consultant shall not

engage in or perform any work or services under this Agreement which may conflict with or appear to conflict with the interest of the City. Consultant warrants, represents, and agrees to avoid situations in which Consultant's interest may conflict with or even appear to conflict with the interest of the City. Consultant shall, promptly upon discovery, advise the City in writing of any such conflict of interest or the appearance of a conflict of interest. Any dispute between the City and Consultant as to whether a conflict of interest or the appearance of a conflict of interest exists, shall be resolved by the City and its sole decision shall be final and conclusive.

- C. Consultant acknowledges and agrees that all materials, files, applications, reports, documents, manuals, records, logs, specifications, data, surveys, analyses, drawings, estimates, maps, and other related work products ("**Work Product**"), whether transmitted orally, in writing, or electronically provided by the City or produced by the Consultant under this Agreement, are confidential and shall remain the property of the City. (See Section 30.E) Such Work Product shall be returned promptly within three (3) working days of the City's request, to the City at the early termination or expiration of this Agreement or when requested by the Airport Representative. Further, Consultant warrants, represents, and agrees that the Consultant shall not publish, distribute, or otherwise disclose, or permit to be disclosed or published any such Work Product without first notifying the City and securing the City's written consent.
- D. For the breach or default of the terms, covenants, conditions, or warranties of this section, the City shall have the right to immediately terminate this Agreement for cause upon written notice and shall have all rights and remedies available at law or in equity. Consultant acknowledges and agrees that the Provisions of this section shall survive the early termination or expiration of this Agreement.

45. **ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Contractor, shall, pursuant to the applicable provisions of Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the "**Anti-Discrimination Against Israel Act**"), by sworn affidavit, affirm it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business with the State of Israel. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit D** entitled "Affidavit". Contractor's failure to comply at all times with the Anti-Discrimination Against Israel Act or the provisions of this Agreement related to the Anti-Discrimination Against Israel Act may result in the termination of this Agreement by the City and/or the City seeking other remedies available to the City at law or in equity. The Contractor shall promptly and timely deliver to the City a fully executed original of the Affidavit (see **Exhibit D** including any

required documentation in accordance with the Anti-Discrimination Against Israel Act prior to performing any work under this Agreement.

46. BINDING CONTRACT; COUNTERPARTS; FACSIMILE SIGNATURES

This Permit Agreement will become effective and binding only upon the execution and delivery hereof by the City and Consultant. This Agreement and any companion document or instruments referred to herein, may be executed in any number of counterparts, each of which will be original, but all of which together will constitute one document or instrument, and it will constitute sufficient proof of this Agreement) to present any copy, electronic copies or facsimiles signed by the parties hereto.

47. NOTICE PROVISION

Except as herein otherwise expressly provided, all notices required to be given to the City hereunder must be in writing and must be delivered personally or be sent by certified mail return receipt requested, or overnight courier to:

Rhonda Hamm Niebruegge
Airport Director
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

With a copy to:

Antonio Strong
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

And a copy to:

Robert Salarano
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

All notices, demands, and requests by the City to the Consultant must be sent to:

Scott Wightman
Arthur J. Gallagher Risk Management Services, Inc.
12444 Powerscourt Drive
St. Louis, Missouri 63131

The City or Consultant may designate in writing from time to time any changes in addresses or any addresses of substitutes or supplementary persons in connection with said notices. The effective date of service of any such notice shall be deemed received at the earlier of actual receipt or the dates such notice is mailed to the Consultant or the Airport Director.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.

ATTEST:

BY: Eddie Flodberg 4/7/2021
Date

BY: Sandra Gross 4-7-2021
Date

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT:

The foregoing Agreement was approved on this 7th day of April, 2021,
by the Airport Commission.

BY: [Signature] 4/7/21
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its
meeting on April 21, 2021.

BY: Stephanie M. Green 4/30/2021
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature] 4-8-21
City Counselor Date

Darlene Green 6/2/21
Comptroller Date

ATTESTED TO BY:

[Signature] 07/22/2021
Register Date

U.S. TROUBLE SHOOTING OF THE
MONEY # 76511

Exhibit A

Missouri Unauthorized Aliens Law Affidavit

STATE OF Missouri)
)SS.
COUNTY OF St. Louis)

AFFIDAVIT


Before me, the undersigned Notary Public, personally appeared Scott Wightman (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is Scott Wightman (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

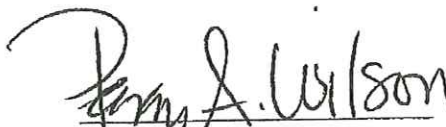
I am the Area Executive Vice President (Position/Title) of Arthur J. Gallagher Risk Management Services, Inc. (Consultant).

I have the legal authority to make the following assertions:

1. Arthur J. Gallagher Risk Management Services, Inc. (Consultant) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Insurance Brokerage Services (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Arthur J. Gallagher Risk Management Services, Inc. (Consultant) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.


Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of Jan, 2021.


Notary Public

My Commission Expires: 10/21/2023

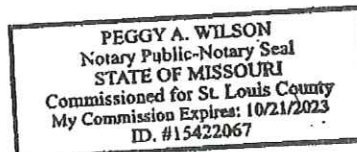


Exhibit B
Living Wage Bulletin

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2021

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$13.73** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$18.27** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.54** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of APRIL 1, 2021. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.flystl.com/bdd> or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111

Exhibit C
Reimbursable Expenses

REIMBURSABLE EXPENSES

Reimbursable Expenses as authorized by the City of St. Louis are actual expenditures, which are reasonable and necessary and are incurred by the Consultant in the interest of the performance of this Agreement and are subject to the terms, covenants, and conditions of this Agreement including, without limitation, the Contract Not-To-Exceed Amount of this Agreement. The following expenses shall be reimbursable:

1. Local travel at the prevailing IRS rate per mile, including parking fees and tolls.
2. Travel (Note 1, below).
3. Equipment, maintenance, and supplies (Note 2, below).
4. Office Supplies on site, specific to job performance.
5. Express mail, postage, messenger service.
6. Photography, videos, and presentation materials.
7. Reproduction expenses (i.e., Xerox, printing, etc.)
8. Auxiliary Services (see Section 22.0, entitled "Assignment & Subcontracting")
9. Purchase of Advertising in various media, as approved in advance in writing by the Airport Representative.
10. Other items as approved in advance in writing by the Airport Representative.

Note 1:

Travel into and outside the area must be authorized in writing by the City. Expenses for such travel shall be limited as follows:

Vehicle rental costs will be allowed only if Consultant can demonstrate that such rental afforded a reasonable method of travel, taking into consideration the element of time, location, purpose, etc., or if instructed to rent a vehicle by the Airport Representative. Use of such vehicle for personal travel shall not be included.

Airfare costs will be allowed only if Consultant can demonstrate that such costs afforded the most reasonable method of travel, taking into consideration the element of time, location, purpose, etc., or if instructed to travel by air by the Airport Representative.

Hourly wage rates for Consultant's personnel shall not be billed for the period of time that the business trip was planned.

Travel time for all meetings will be recognized as billable time and eligible for reimbursement from the City of St. Louis.

Sleeping accommodation costs shall be limited to a reasonable amount taking into account elements of time, distance, purpose, etc., or if instructed to by the Airport Representative to use a certain hotel property.

Personal telephone expenses, non-business entertainment and other personal expenses shall not be included in invoices and are not Reimbursable Expenses.

Note 2:

All equipment purchases including without limitation, computer hardware and software purchases shall be pre-authorized by the City in writing. These expenditures may include maintenance and related supplies. (See Section 43.0, entitled "Purchase of Equipment").

Note 3:

Attorney fees and Accountant fees (as needed for finance interpretations) incurred by Consultant for the benefit of the Project must be approved in advance and in writing by the City. Consultant understands and agrees that such attorney fees shall not include any attorney fees incurred in connection with any loss, liability, claim, or dispute whatsoever arising out of or incident to this Agreement or the performance of this Agreement between the parties hereto and/or their officers, employees, consultants, contractors, invitees, agents, or representatives.

Exhibit D

Anti-Discrimination Against Israel Act Affidavit

STATE OF Missouri)
) SS
COUNTY OF St. Louis)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT
(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies 10 employees or more)

Before me, the undersigned Notary Public, personally appeared

Scott Wightman (Name)
who, by me being duly sworn, deposed as follows:

My name is Scott Wightman (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the Area Executive Vice President (Position/Title) of Arthur J. Gallagher Risk Management Services, Inc. (Company) of St. Louis.

I have the legal authority to make the following assertion:

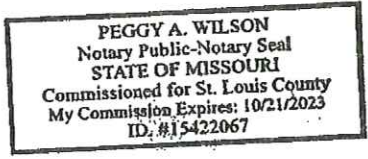
Pursuant to RSMo. § 34.600, Arthur J. Gallagher Risk Mgmt Services (Company) of St. Louis is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

[Signature]
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of May, 2021.

[Signature]
Notary Public

My Commission Expires: 10/21/2023



Attachment 8
Briefing Paper

BRIEFING PAPER

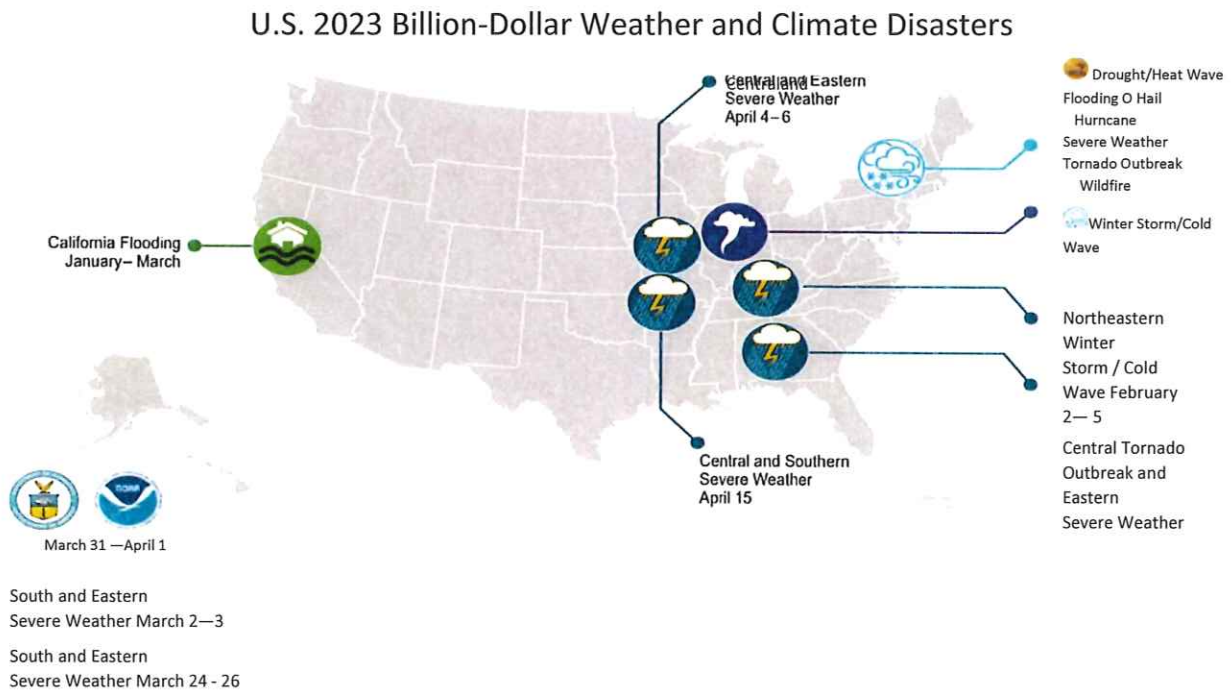
BACKGROUND:

Current operations information and insurance applications were sent to our broker, Arthur J. Gallagher, to engage in negotiations for renewal of our various insurance coverages that are in place at the Airport.

One of the key takeaways from The Council of Insurance Agents & Brokers' Commercial Property/Casualty Market Report for Q2 2023 (April 1 — June 30):

'Commercial property had the highest reported increase out of all lines, at 18.3%. Natural catastrophe losses and rising property values were among the primary drivers of these increases, according to respondents. Issues with reinsurance capacity led to difficulties placing property policies in the admitted market, especially for coastal property, as well as nonrenewals from some carriers on existing accounts.'

Management from the Airport Authority, along with our broker, Scott Wightman, met with Travelers Management at the end of August 2023. As noted as part of the presentation by Travelers:



This map denotes the approximate location for each of the separate billion-dollar weather and climate disasters that impacted the United States through April 2023.

Our property rates on values is up 11.2% by taking the \$750,000,000 limit; due to increased national property losses, rising convective storm activity in the Midwest and dramatically increased reinsurance costs.