

**SEVENTH AMENDMENT TO  
FIXED BASE OPERATIONS AND LEASE AGREEMENT  
CHARLES B. WHEELER DOWNTOWN AIRPORT**

THIS SEVENTH AMENDMENT, made and entered into this 1st day of December, 2022, by and between KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, (“**City**”), and EXECUTIVE BEECHCRAFT, INC., a Corporation organized and existing under the laws of the State of Missouri under Missouri Charter No. 00117157 (“**Lessee**”).

WITNESSETH: That,

WHEREAS, City owns, operates and maintains an airport known as “Charles B. Wheeler Downtown Airport” located in Clay County, Missouri (“**Airport**”); and

WHEREAS, City and Lessee are parties to a Fixed Base Operations and Lease Agreement dated December 28, 2005 (“**Agreement**”); and

WHEREAS, City and Lessee are parties to a First Amendment to the Fixed Base Operations and Lease Agreement dated April 30, 2007 (“**First Amendment**”); and

WHEREAS, City and Lessee are parties to a Second Amendment to the Fixed Base Operations and Lease Agreement dated July 10, 2010 (“**Second Amendment**”); and

WHEREAS, City and Lessee are parties to a Third Amendment to the Fixed Base Operations and Lease Agreement dated July 14, 2011 (“**Third Amendment**”); and

WHEREAS, City and Lessee are parties to a Fourth Amendment to the Fixed Base Operations and Lease Agreement dated December 31, 2012 (“**Fourth Amendment**”); and

WHEREAS, City and Lessee are parties to a Fifth Amendment to the Fixed Base Operations and Lease Agreement dated May 20, 2019 (“**Fifth Amendment**”); and

WHEREAS, City and Lessee are parties to a Sixth Amendment to the Fixed Base Operations and Lease Agreement dated September 9, 2019 (“**Sixth Amendment**”); and

WHEREAS, City and Lessee agree to modifications of **Section 1.1 Leased Premises, Part III, Supplemental Terms and Conditions To All Airport Agreements, and Exhibit A Property Map.**

I. That **Sec 1.1. Leased Premises** be deleted in its entirety and replaced with the following:

**Sec 1.1. Leased Premises.** The City hereby leases to Lessee, and Lessee leases from the City, the real property, including all buildings, improvements and fixtures appurtenant thereto, more fully described in Exhibit “A”, attached hereto and incorporated herein (hereinafter “**Premises**”). Lessee has inspected the Premises and accepts them in “as is” condition.

- A. Lessee grants City, at no cost to City, an unspecified access easement (“**Access Easement**”) to the Southwest Quadrant of the Airport, to become effective at such time as the FAA removes the VOR, thereby allowing the Southwest Quadrant to be developed. The specifics of the Access Easement shall be negotiated and defined and surveyed when applicable and Lessee’s Leased Premises will be reduced only as necessary to grant City the Access Easement.
- B. Lessee relinquishes a portion of its lease of Parcel C in Exhibit “A” to the City which Lessee leased under the Agreement. City agrees that in consideration of Lessee’s relinquishment of said portion of Parcel C, City will only use said portion of Parcel C for Kansas City Aviation Department purposes and not for lease to a third party. The relinquished portion of Parcel C shall be surveyed at City’s expense and identified in Exhibit “A” as City-owned property, the description as surveyed must be mutually agreed upon, and removed from Lessee’s Premises in Exhibit “B” effective January 1, 2013, at which time Lessee shall have no further obligation to pay rent on such portion relinquished. The City shall be restricted from using the relinquished portion of Parcel C for any purpose other than its own internal use or other non-aeronautical use.
- C. Lessee agrees to allow City to move the fire lane on Parcel B for City’s use. The relinquished portion of the fire lane on Parcel B shall be surveyed at City’s expense and identified in Exhibit “A” as City-owned property and removed from Lessee’s Premises in Exhibit “B” effective January 1, 2013, at which time Lessee shall have no further obligation to pay rent on such portion relinquished. Any such relinquished land shall not reduce the number of parking spaces used by Lessee’s tenants adjacent to the fire lane.
- D. Lessee relinquishes a portion of its lease of Parcel B in Exhibit “A” to the City which Lessee leased under the Agreement.
  - 1. City agrees that in consideration of Lessee’s relinquishment of said portion of Parcel B (“**Hangar 5B Relinquishment**”), City, for the remainder of the term of the Agreement, and any exercised Option Term as more fully described in Sec 1.2 of this Agreement, will only use Hangar 5B Relinquishment for Kansas City Police Department’s (“**KCPD**”) Helicopter Unit purposes or City purposes and not for lease to a third party except as stated in subparagraph D.5. below.
  - 2. Hangar 5B Relinquishment shall be surveyed at City’s expense and identified in Exhibit “A” as City-owned property and removed from Lessee’s Premises in Exhibit “B” effective 1st day of June, 2019, at which time Lessee shall have no further obligation to pay rent on such portion and at which time shall be entitled to a one time rent credit in the amount of \$30,000.00.
  - 3. The City hereby acknowledges and agrees that Lessee shall be the exclusive provider of fixed base operation services, including fuel, to Hangar 5B Relinquishment. The City further expressly warrants and represents without limitation that it shall not at any time during the term or any option term of this Agreement undertake for any third party, nor allow any third party to perform on the Hangar 5B Relinquishment any services permitted to Lessee under the Master Lease and/or provided below, including, but not limited to the following:

- a. Installation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
- b. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
- c. Into-plane or into-truck delivery of any aviation or motor fuels;
- d. Rotorcraft or aircraft sales or rentals;
- e. Rotorcraft or aircraft radio and instrument sales and service (avionics);
- f. Specialized rotorcraft or aircraft repair service for a third party;
- g. Air transport of mail or cargo for hire;
- h. Hangaring or servicing of aircraft for a third party, including without limitation that of a transient or non-based tenant, subtenant, guest, or invitee of the City;
- i. Deicing of aircraft;
- j. Temporary parking, including overnight parking, of aircraft, other than City and/or KCPD owned aircraft;
- k. Maintenance/avionics services for a third party;

Notwithstanding the foregoing, nothing as stated herein shall prohibit the City or Board of Police Commissioners of Kansas City (“**Board**”), the governing body of KCPD, from employing a third party or using their own employees for the purposes of flight training, maintenance and repair of City or Board owned helicopters, equipment, or supplies, and/or quality control, but in no event sale of fuel to other parties. Notwithstanding the foregoing, the limitations stated in Subsection 1.1.D.3 shall not apply to a Third-Party Transaction entered into by the City pursuant to Subsection 1.1.D.5. below.

4. Lessee hereby acknowledges that they do not know of or suspect any condition which may negatively affect the value of the subject property identified in 1.1.D of this Lease or impair the health or safety of future occupants (e.g., environmental hazards, physical condition or material defects in the subject property, etc.).
5. **Right of First Refusal (“ROFR”).** During the term or any option term of the Agreement, the City shall not enter into any lease, sale, assignment or transfer of any portion of the Hangar 5B Relinquishment with any third party (“**Third-Party Transaction**”), excluding the use of Hangar 5B by the Board, except in compliance with the terms and conditions of this Section 1.1D.5.
  - a. If, at any time during the term or any option term of the Agreement, the City receives a bona fide written offer for a Third-Party Transaction that the City desires to accept (each, a "**Third-Party Offer**"), the City shall notify the Lessee in writing (the "**Offer Notice**") of the identity of all proposed parties to such Third-Party Transaction, the term of the proposed letting, the proposed rental amounts and the proposed use of the ROFR area (the "**Material Terms**"). Each Offer Notice constitutes an offer made by the City to enter into a lease agreement with the Lessee on the same Material Terms of such Third-Party Offer (the "**ROFR Offer**").
  - b. Upon the Lessee’s receipt of the Offer Notice, the Lessee shall have sixty (60) calendar days from the date of such receipt (the "**Exercise Period**") to provide written notice of its intent to accept the ROFR Offer. If, by the expiration of the Exercise Period, the Lessee has not accepted the ROFR Offer, and provided that the

City has complied with all of the provisions of this Section, at any time following the expiration of the Exercise Period, the City may consummate the Third-party Transaction with the counterparty identified in the applicable Offer Notice, on material terms that are the same or more favorable to the City as the Material Terms. For the avoidance of doubt, the terms and conditions of this Section apply to each Third-Party Offer received by the City during the term or option term of the Agreement.

- E. Lessee relinquishes a portion of its lease of Parcel H in Exhibit "A" to the City which Lessee leased under the Agreement. City agrees that in consideration of Lessee's relinquishment of said portion of Parcel H, City will only use said portion of Parcel H for Kansas City Aviation Department purposes and not for lease to a third party. The relinquished portion of Parcel H shall be surveyed at City's expense and identified in Exhibit "A" as City-owned property, the description as surveyed must be mutually agreed upon, and removed from Lessee's Premises in Exhibit "A" effective December 1, 2022, at which time Lessee shall have no further obligation to pay rent on such portion relinquished. The City shall be restricted from using the relinquished portion of Parcel H for any purpose other than to meet FAA Airport Design criteria for runway and taxiway operations.

- II. That **PART III, Supplemental Terms and Conditions to All Airport Agreements** be deleted in its entirety and replaced with the following:

### **Part III**

#### **SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS**

##### **I. Assurances.**

A. Lessee/Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.

B. Lessee/Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Lessee/Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Lease/Contract/Agreement for which the City shall have the right to terminate this Lease/Contract/Agreement and any estate created herewith, without liability therefor; or, at the election of the City or the United

States, either or both of said governments shall have the right to judicially enforce said requirement.

C. Lessee/Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Lessee/Contractor to the general public.

D. As part of the consideration of this Lease/Contract/Agreement, Lessee/Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is

extended for another purpose involving the provision of similar services or benefits, Lessee/Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time.

In this Lease/Contract/Agreement, the Covenant is hereby made a covenant running with the land for the term of the Lease/Contract/Agreement, and is judicially enforceable by the United States.

E. As part of the consideration of the Lease/Contract/Agreement, Lessee/Contractor does hereby covenant and agree that:

1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and
2. In the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
3. That the Lessee/Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts and Authorities.

In this Lease/Contract/Agreement, the Covenant is hereby made a covenant running with the land for the term of the Lease/Contract/Agreement, and is judicially enforceable by the United States.

F. The foregoing discrimination covenants are a material part of this Lease/Contract/Agreement and for breach thereof the City shall have the right to terminate this Lease/Contract/Agreement and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Lease/Contract/Agreement had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

G. Lessee/Contractor agrees to insert the foregoing six provisions (A-F) in any Lease/Contract/Agreement by which Lessee/Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.

H. Lessee/Contractor agrees that it will undertake an **affirmative action plan** in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Lessee/Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Lessee/Contractor further agrees that it will require its covered suborganizations to provide assurances to Lessee/Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.

I. The City reserves the right, but is in no way obligated to Lessee/Contractor, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Lessee/Contractor, and without interference or hindrance from Lessee/Contractor.

J. The City reserves the right, but is in no way obligated to Lessee/Contractor, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee/Contractor in this regard.

K. Lessee/Contractor acknowledges that this Lease/Contract/Agreement is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.

L. The Lease/Contract/Agreement is subordinate to the reserved right of the City its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.

M. Lessee/Contractor agrees to comply with the notification and review requirements of Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Lessee/Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in

Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Lessee/Contractor.

N. Lessee/Contractor, by accepting this Lease/Contract/Agreement, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Lessee/Contractor.

O. Lessee/Contractor acknowledges that nothing contained in this Lease/Contract/Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Section 40103(e).

P. This Lease/Contract/Agreement and all provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

## **II. Right to Amend.**

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee/Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or

requirements of this Agreement as may be reasonably required.

### **III. Immigration Reform and Control Act of 1986.**

Lessee/Contractor understands and acknowledges the applicability of the IRCA to it. Lessee/Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Lease/Contract/Agreement and to permit the City to inspect its personnel records to verify such compliance.

### **IV. Disadvantaged Business Enterprise Requirements.**

To the extent that this Lease/Contract/Agreement is covered by 49 CFR Part 23, Subpart F, Lessee/Contractor agrees that this Lease/Contract/Agreement is subject to the requirements of the U.S. Department of Transportation Regulations at 49 CFR Part 23, Subpart F. Lessee/Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award, or performance of any Lease/Contract/Agreement covered by 49 CFR Part 23, Subpart F.

Lessee/Contractor agrees to include the foregoing statement in any subsequent Lease/Contract/Agreement that it enters and cause those businesses to similarly include said statement in further agreements.

### **V. Restricted Areas/Security.**

Lessee/Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Lessee/Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49:

Transportation. Lessee/Contractor shall fully comply specifically with 49 CFR Part 1540 – Civil Aviation Security; 49 CFR Part 1542 – Airport Security; 49 CFR Part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Lessee/Contractor is an air carrier); and 49 CFR Part 1546 – Foreign Air Carrier Security (if Lessee/Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 1542. Lessee/Contractor agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Lessee/Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Lessee/Contractor that Lessee/Contractor is not authorized to engage in or perform under this Lease/Contract/Agreement unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event Lessee/Contractor, its officer, employees, invitees or Lessee/Contractors cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Lessee/Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Lessee/Contractor in writing of any claimed violations so as to permit Lessee/Contractor an opportunity to participate in any investigation or proceedings.

### **VI. General Civil Rights Provisions.**

The Lessee/Contractor agrees that it will comply with pertinent statutes, Executive

Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Lessee/Contractors from the bid/RFP 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.

If, Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee/Tenant/Concessionaire. This provision obligates the Lessee/Tenant/Concessionaire for the period during which the property is owned, used or possessed by the Lessee/Tenant/Concessionaire and the airport remains obligated to the Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 13 Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## **VII. Civil Rights-Title VI Assurances.**

### Title VI Solicitation Notice:

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Compliance with Nondiscrimination Requirements

During the performance of this contract, the Lessee/Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee/Contractor") agrees as follows:

1. Compliance with Regulations: The Lessee/Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Lessee/Contractor, with regard to the work performed by it during the contract, 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 Lessee/Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor 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 contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.



4. Information and Reports: The Lessee/Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts and Authorities and instructions. Where any information required of a Lessee/Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee/Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Lessee/Contractor's noncompliance with the Non-discrimination provisions of this contract, 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 Lessee/Contractor under the contract until the Lessee/Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Lessee/Contractor will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued

pursuant thereto. The Lessee/Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee/Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee/Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Lessee/Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

**VIII. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 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);
- 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);
- 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;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 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;
- 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); Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 23
- 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).

**IX. Additional Records Requirements.** In addition to the requirements related to Records in Part II of this Contract, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives shall have a right to examine or audit all

Records and Contractor shall provide access to them of all Records upon ten (10) days written notice.

**X. Clean Air and Water Pollution Control.**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**XI. Texting When Driving.** In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the City encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**XII. ENERGY CONSERVATION REQUIREMENTS** Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

**XIII. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 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.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

III. That **Exhibit A Premises** be deleted in its entirety and replaced with the following:



PARCEL "H"

A TRACT OF LAND IN FRACTIONAL SECTION 27, TOWNSHIP 50 NORTH, RANGE 33 WEST, IN KANSAS CITY, CLAY COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 27, ALSO BEING THE SOUTHEAST CORNER OF THE SOUTH HALF OF FRACTIONAL SECTION 22, TOWNSHIP 50 NORTH, RANGE 33 WEST (THE EAST LINE OF THE SOUTH HALF OF SAID FRACTIONAL SECTION 22 HAVING A BEARING OF SOUTH 00°53'29" WEST); THENCE NORTH 88°57'29" WEST ALONG THE NORTH LINE OF SAID SECTION 27, 2562.90 FEET TO A LINE 93.00 FEET NORTHWESTERLY OF, AS MEASURED PERPENDICULAR TO, THE CENTERLINE OF TAXIWAY "F"; THENCE SOUTH 49°19'36" WEST ALONG A LINE 93.00 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID CENTERLINE, 1174.86 FEET TO THE NORTHEAST CORNER OF PARCEL "D"; THENCE SOUTH 01°19'58" WEST ALONG THE EAST LINE OF SAID PARCEL "D", 1280.22 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "D"; THENCE NORTH 88°29'51" WEST ALONG THE SOUTH LINE OF SAID PARCEL "D", 187.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°59'22" WEST, 111.51 FEET; THENCE SOUTH 21°41'48" WEST 68.86 FEET; THENCE SOUTH 69°57'30" WEST, 148.79 FEET; THENCE IN A NORTHWESTERLY DIRECTION, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2149.31 FEET, AN INITIAL TANGENT BEARING OF NORTH 20°44'02" WEST AND A CENTRAL ANGLE OF 06°30'13", A DISTANCE OF 243.96 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "D"; THENCE SOUTH 88°29'51" EAST ALONG SAID SOUTH LINE OF PARCEL "D", 248.27 FEET TO THE POINT OF BEGINNING, CONTAINING 41,627 SQUARE FEET OR 0.956 ACRES, MORE OR LESS.



AUGUST 10, 2022

NOW, THEREFORE, in consideration of the Premises, conditions, terms, and mutual covenants herein contained, City and Lessee agree for themselves, their successors and assigns as follows:

IN WITNESS WHEREOF, this SEVENTH Amendment shall become effective the 1st day of December, 2022. Except as expressly amended, the Agreement dated December 28, 2005, shall remain unchanged and in full force and effect.

Approved as to form:

\_\_\_\_\_  
Senior Associate City Attorney

KANSAS CITY, a municipal  
Corporation of Missouri

By: \_\_\_\_\_  
Pat Klein  
Director of Aviation

Executive Beechcraft, Inc.,  
A Missouri Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_