

AMENDMENT #5 TO LEASE AGREEMENT

MCI Fuel Company, LLC
Kansas City International Airport
Contract No. C050154

THIS AMENDMENT, made and entered into this day of _____, between KANSAS CITY, MISSOURI, a constitutionally chartered municipal Corporation (“City”), and MCI FUEL COMPANY, LLC (“Lessee”).

WHEREAS, City has previously entered into a Lease Agreement with a 20-year term from March 1, 2006 through February 28, 2026 (“Lease”) which Lessee desires to lease, improve and construct certain property and facilities at the Kansas City International Airport (“Airport”);

WHEREAS, City and Lessee entered into an Extension and Acknowledgment dated January 22, 2008 pursuant to which the City and Lessee agreed that the Effective Date of the Lease is January 1, 2008 through December 31, 2028;

WHEREAS, City and Lessee entered into Amendment #1, July 1, 2008 deleting Exhibit C, Capital Improvement Plan in its entirety and replacing it with Exhibit C – Amended Capital Improvement Plan;

WHEREAS, City and Lessee entered into Amendment #2, November, 2013 deleting Section 2.1.C, as more fully described in Exhibit A-2, related to a break room and restrooms in its entirety and replacing it with a break room and restrooms located in Terminal B;

WHEREAS, City and Lessee entered into Amendment #3, November 1, 2018 deleting Exhibit A-2 in its entirety related to a break room and restroom in Terminal B, and updating Lessee’s Notices section; and

WHEREAS, City and Lessee entered into Amendment #4, October 1, 2019 deleting Article II, Premises & Term, Sec. 2.3. Term of Lease in its entirety and replaced with Sec. 2.3. Term of Lease. This Lease will begin on the January 1, 2008 (“Effective Date”) and shall end December 31, 2049 (“Expiration Date”), and deleting Exhibit C, Capital Improvement Plan in its entirety and replacing it with Exhibit C – Amended Capital Improvement Plan;

WHEREAS, City and Lessee desire to amend the Lease;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment, City and Lessee agree as follows:

1. **Article I, Definitions, “Terminal Buildings”**, will be deleted in its entirety and replaced with the following:

“Terminal” or “Terminal Area” means all passenger terminal buildings, including all landside and airside passenger terminal facilities, and, to the degree appropriate, access roadways, tunnels, sidewalks and people mover systems used to access the terminal, as such buildings may be modified in the future and as such may be designated from time to

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time by the City. For the sake of clarity, "Terminal" shall include the newly-constructed facilities resulting from the Terminal Modernization Program ("TMP").

2. **Article II, Premises & Term, Sec. 2.1.A. Leased Premises**, will be deleted in its entirety and replaced with, "A. The Fuel System, more fully described in **Exhibit A-1** (as amended August 2023) attached hereto and incorporated herein."
3. **Article II, Premises & Term, Sec. 2.1.D. Leased Premises**, will be deleted in its entirety and replaced with, "D. GSE Facility Gasoline tanks, more fully described in **Exhibit A-3** (as amended August 2023) attached hereto and incorporated herein."
4. **Article X, Miscellaneous Provisions, Notices. Sec. 10.1**, City and Lessee will be deleted in its entirety and replaced with the following:

City: Kansas City International Airport
Attn: Steve Skorepa, Sr. Properties Spec
Commercial Development Division
601 Brasilia Avenue
Kansas City, Missouri 64153
Phone: 816-243-3048
Facsimile: 816-243-3020
Email: steve.skorepa@kcmo.org

Lessee: MCI Fuel Co., LLC
Attn: Scott Carrington, Chairman
2702 Love Field Drive
P.O. Box 3611, HDQ-7FM
Dallas, TX 75236-1611
Phone: 214-792-6296
Cell Phone: 469-628-8814
Email: scott.carrington@wnco.com

5. **Exhibit A-1 (as amended August 2023)**, "Written Description of MCI Fuel Storage Facility and Terminal Hydrant System: Overall Location Map of MCI Fuel Systems, Map of MCI Fuel Storage Facility, and Map of MCI Terminal Hydrant System" shall be inserted as a new exhibit.
6. **Exhibit A-3, (as amended August 2023)**, "Written Description of MCI GSE Facility: Map of GSE Facility" shall be inserted as a new exhibit.
7. **Exhibit C – Amendment #4** shall be deleted in its entirety and replaced with Exhibit C – Amendment #5.
8. **PART III, SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS** shall be deleted in its entirety and replaced with current PART III, AIRPORT REQUIRED TERMS AND CONDITIONS, attached hereto and incorporated by reference as if fully set out herein.
9. **EXHIBIT E - CREO CIVIL RIGHTS AND WAGE ASSURANCES (032223)** shall be inserted as a new exhibit attached hereto and incorporated by reference as if fully set out herein.
10. All other provisions of the Lease shall remain unmodified by this Amendment #5.

[Signature Page Follows]

**AMENDMENT #5
TO LEASE AGREEMENT**

IN WITNESS WHEREOF, the parties, for themselves, their successors and assigns, have executed this Amendment effective _____, 2023 Except as expressly amended, the Lease dated March 1, 2006, shall remain unchanged and in full force and effect.

MCI FUEL COMPANY, LLC

Name: Scott Carrington
Title: Fuel Committee Chairman

KANSAS CITY, MISSOURI

Approved as to form:

Assistant City Attorney

Name: Justin Meyer
Title: Interim Director of Aviation

EXHIBIT A-1

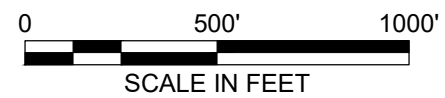
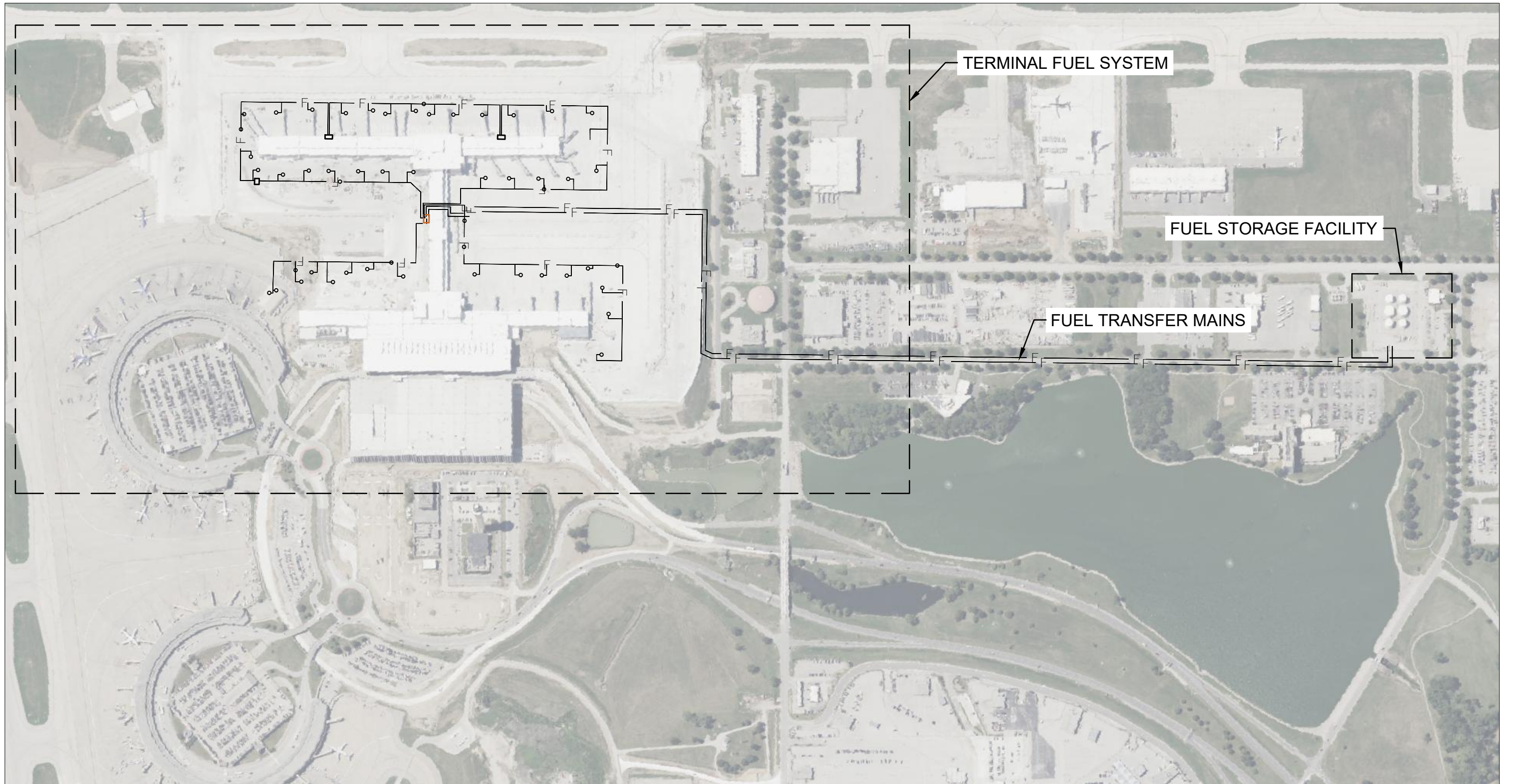
WRITTEN DESCRIPTION OF MCI FUEL STORAGE FACILITY AND TERMINAL HYDRANT SYSTEM

The MCI Fuel Facility is located $\frac{3}{4}$ mile North of the airport terminal alongside Bern Street between Brasilia Avenue and Mexico Avenue. The primary supply of jet fuel is from a dedicated Magellan pipeline. Custody transfer between Magellan and this lease takes place at a double block and bleed downstream of Magellan's fuel meter. Truck offloading is provided as a secondary means of fuel receipt in smaller quantities. Jet fuel storage is provided at the MCI Fuel Facility by six aboveground storage tanks of varying sizes and ages. The total nominal (shell) capacity of the six tanks is approximately 36,000 barrels (1,512,000 gallons). The total net working capacity of the six tanks is approximately 19,073 barrels (801,048 gallons). The hydrant pump pad includes eight hydrant pumps and filter separator trains which issue fuel to the transfer lines and hydrant segments.

The MCI terminal hydrant system includes two transfer lines, three hydrant segments, an Emergency Fuel Shut off (EFSO) system and a cathodic protection system. Fuel from the storage facility is transferred by two existing 18" transfer lines to a new fuel isolation vault located directly to the east of the terminal. This new isolation vault supplies two 12-inch diameter transfer lines (Line A-1 and A-2) to an aboveground manifold located adjacent the terminal connector bridge. The aboveground manifold distributes fuel to hydrant segments B, C and D. Hydrant line segment B is 12-inch diameter and includes 27 hydrant pits, four low point drains, two isolation manifolds and one isolation valve pit. Each of these locations is at a gate on Concourse B. Hydrant line segment C is 10-inch diameter and includes eight hydrant pits, two low point drains and one high point vent. Each of these locations is at a gate on the north part of Concourse A. Hydrant line segment D is 10-inch diameter and includes nine hydrant pits, located at five gates, and one low point drain. Each of these locations is at a gate on the south part of Concourse A. A section of the transfer lines (A-1 and A-2) downstream of the distribution manifold has been isolated and nitrogen charged for future use when Concourse A is extended to the south.

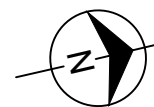
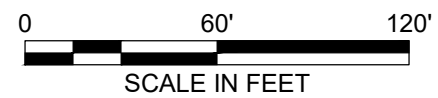
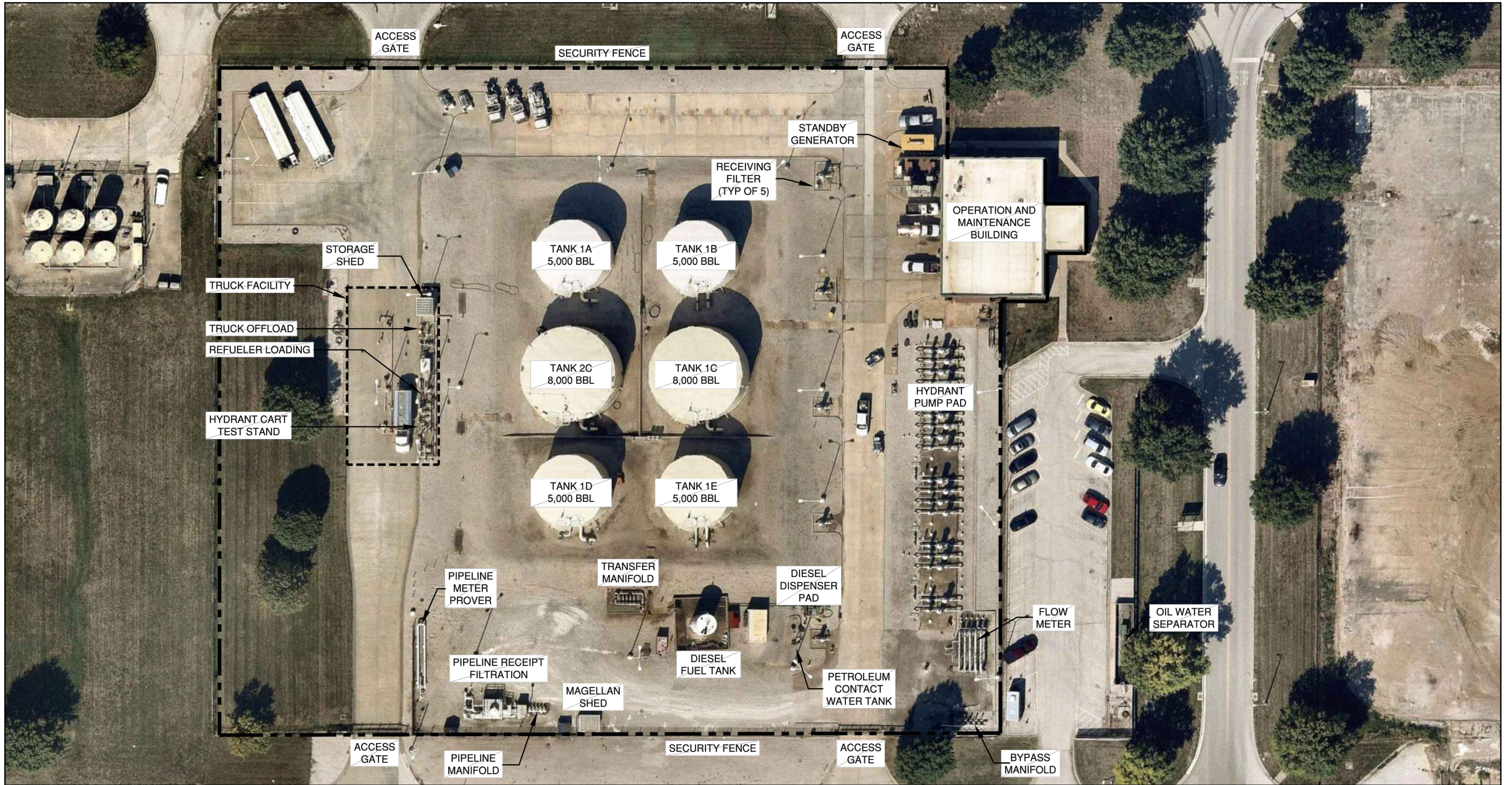
The cathodic protection system includes sacrificial anodes and test stations located periodically, adjacent to the pipelines. The fuel system EFSO system includes buttons located at each gate. The purpose of the EFSO system is to isolate sections of hydrant lines and notify the appropriate parties in case of an emergency. The system is controlled by two control panels located in electrical distribution rooms (2B1NS and 5A2). The EFSO system can also be monitored by display panels located in the Airport Operations Command Center and the Aircraft Rescue and Fire Fighting control room. The EFSO System is also monitored and can be controlled by the fuel storage facility Operations Building.

The transfer lines and hydrant segments at the original terminal complex will be abandoned by partial removal and slurring of the lines following the opening of the MCI terminal.



**OVERALL LOCATION MAP OF
MCI FUEL SYSTEMS**

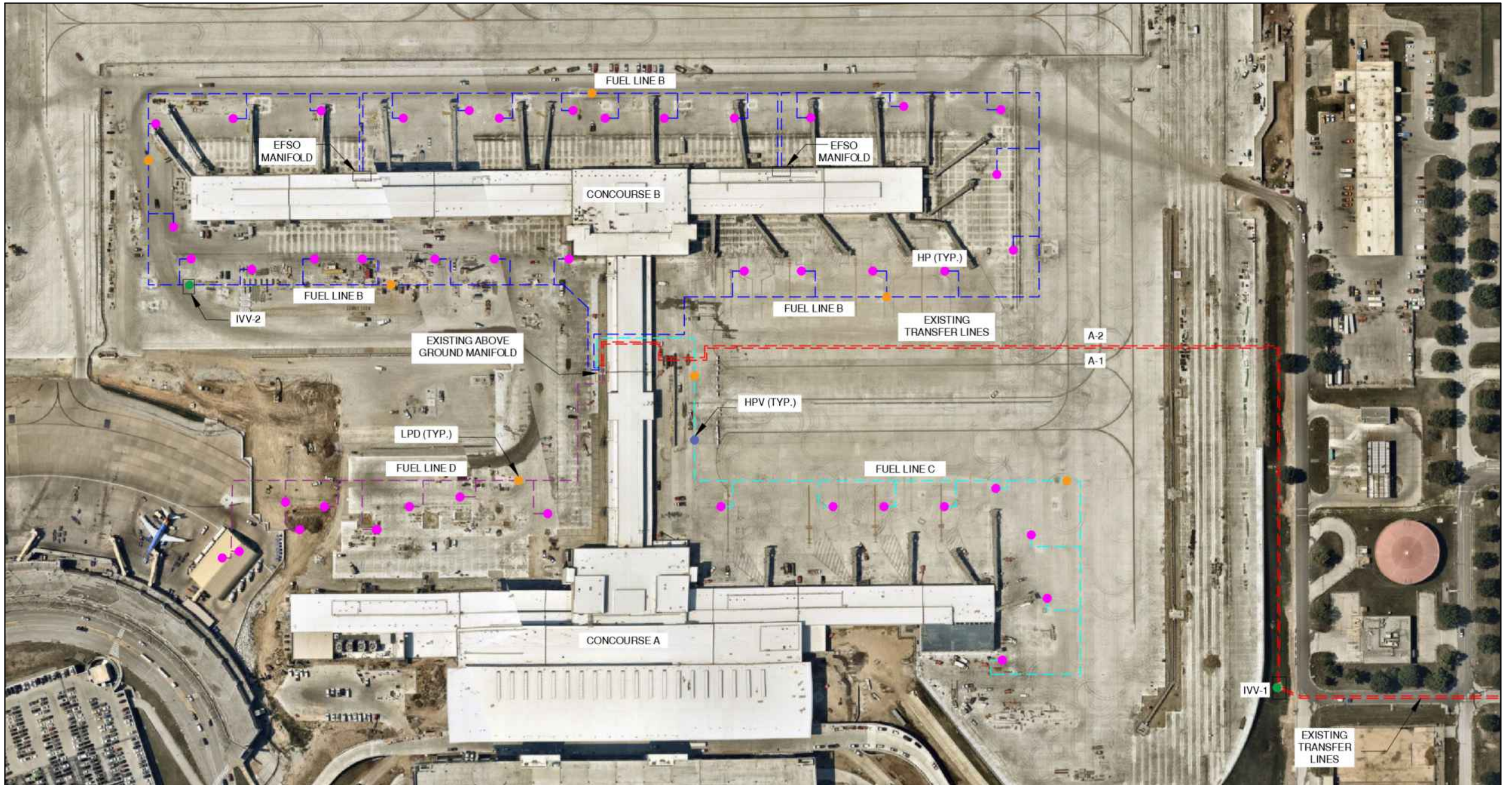
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MAP OF MCI FUEL STORAGE FACILITY

EXHIBIT A-1

7/12/23



LEGEND

- HYDRANT FUEL PIT (HP)
- HIGH POINT VENT (HPV)
- LOW POINT DRAIN (LPD)
- LOW POINT DRAIN (LPD)

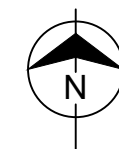
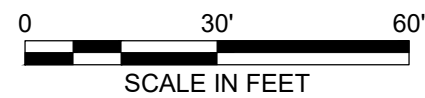
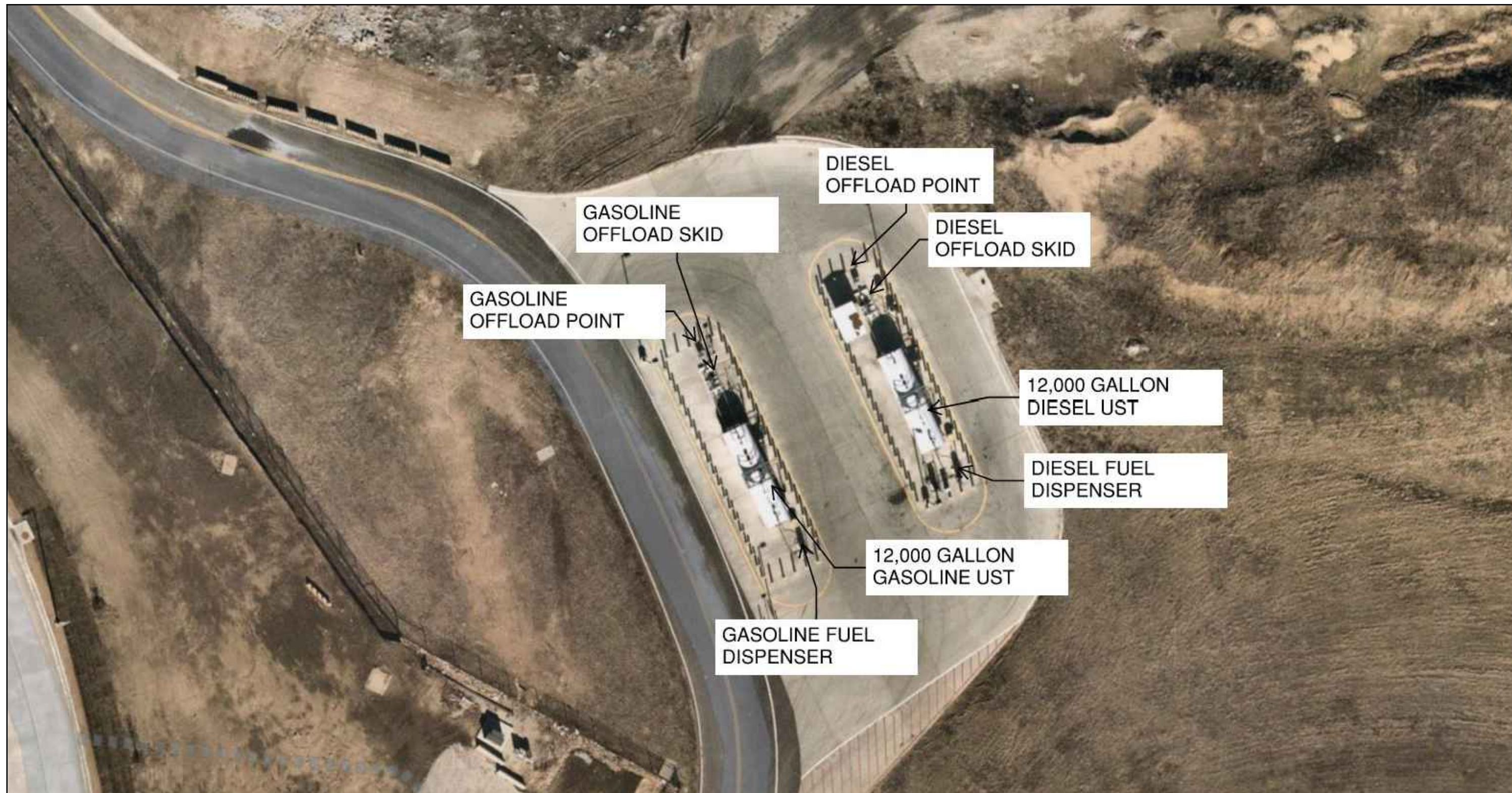


**MAP OF MCI TERMINAL
HYDRANT SYSTEM**

EXHIBIT A-3 WRITTEN DESCRIPTION OF MCI GSE Facility

The GSE Facility includes a 12,000-gallon diesel tank and a 12,000-gallon unleaded fuel tank. Both tanks are aboveground, double walled, coated steel and are constructed in accordance with UL-2085. Each system includes a bulk offload skid for fuel receipt by truck at 200-gpm. The unleaded system is equipped with a single 22-gpm dispenser, and the diesel system is equipped with two 22-gpm dispensers.

The area has general containment with a 1000-gallon oil water separator for stormwater discharge. Secondary containment for the tanks is provided by the double-wall, and spill boxes are provided for the hose connections at both unloading points.



**MAP OF MCI GSE
FACILITY**

EXHIBIT C – AMENDMENT #5

Capital Improvement Plan

Lessee, at its own expense, shall perform the following capital improvements projects within the timelines specified below. Timeline shall begin on October 1, 2019. Failure to complete the capital improvements within the stated timelines may result in Lessee being considered in default and subject to provisions specified within Article IV, Improvements and Modifications of this Lease.

1. Design and Construct New Jet Fuel Hydrant System

Lessee agrees to invest approximately \$16 million in the design and construction of a new jet fuel hydrant system for the Terminal Modernization Project (“TMP”). This project will be completed prior to and in coordination with the TMP schedule, Edgemoor Infrastructure and Real Estate and the City. **Completed March 2023**

2. Additional Capital Investment

Lessee further agrees to invest approximately \$10 to \$12 million in upgrades to the existing fuel storage facility. This investment will occur over five (5) to seven (7) years after the start of the jet fuel hydrant system project (Item #1 above).

Lessee has developed a facility improvement plan, and plans to implement the following projects during that time period subject to the needs of Lessee and the City:

A. Operations Building Renovations

- I. Pavement repair/replacement- to be incorporated into future projects
- II. Interior updates – Interior and exterior lighting upgrades **Completed November 2022**
- III. Electrical/HVAC
- IV. Shop area updates
- V. Renovate bathrooms and locker room – **Completed November 2022**

B. New Pump Pad – **Anticipated to be completed 2025**

- I. Pumps & Motors
- II. Containment pad
- III. Electrical Systems – VFDs and MCCs
- IV. New control system and PLC

C. Mechanical/Electrical/Civil Improvements **Anticipated to be complete 2025**

- I. Fuel Receipt area updates – filters/valves
- II. Storage tank containment area improvements
- III. Reclaim fuel and off spec fuel tank replacements

D. New Gasoline and Diesel GSE Facility at new terminal. **Completed February 2023.**

Note: Performed by City as part of Terminal Modernization Project (TMP).

3. Additional Items to be Performed throughout the Term

- A. Perform detailed API 570 test of underground piping every 10 years (or other specified time period as recommended in the then current report) and implement the recommendations as specified in the report. City shall receive a copy of the report and a certified statement that the recommendations as specified in the report are in fact completed.
- B. Perform detailed API 653 test of each of the above ground storage tanks every 10 years (or other specified time period as recommended in the then current report) and implement the recommendations as specified in the report. City shall receive a copy of the report and a certified statement that the recommendations as specified in the report are in fact completed.
- C. Perform cathodic protection testing of underground piping annually and implement the recommendations as specified in the report. City shall receive a copy of the report and a certified statement that the recommendations as specified in the report are in fact completed.
- D. Perform environmental testing of the current wells in and about the tank farm annually in order to assure that no gasoline, diesel and jet fuel has been detected. Lessee shall implement the recommendations specified in the report. City shall receive a copy of the report and a certified statement that the recommendations as specified in the report are in fact completed.
- E. Perform leak testing on an annual basis (comply with the latest regulatory requirements regarding frequency of tests) using the automated leak testing system for all underground, high pressure fuel piping. Lessee shall implement the recommendations specified in the report. City shall receive a copy of the report and a certified statement that the recommendations as specified in the report are in fact completed.

IN WITNESS WHEREOF, the parties, for themselves, their successors and assigns, have executed this Amendment effective _____ 2023. Except as expressly amended, the Lease dated March 1, 2006, shall remain unchanged and in full force and effect.

MCI FUEL COMPANY, LLC

Name: Scott Carrington
Title: Fuel Committee Chairman

KANSAS CITY, MISSOURI

Name: Justin Meyer
Title: Interim Director of Aviation

Approved as to form:

Assistant City Attorney



Part III

AIRPORT REQUIRED TERMS AND CONDITIONS

SECTION 1. TERMS AND CONDITIONS ESTABLISHED IN THIS SECTION SHALL APPLY REGARDLESS OF MORE PERMISSIVE LANGUAGE IN ANY OTHER SECTION OF THIS CONTRACT.

Changes in contract performance or source of funding may result in the application of additional provisions. The term Lessee for purposes of Part III shall include parties granted property based rights under Part I and II of this agreement. Lessee for purposes of Part III shall include Licensees and Permittee, however, shall not be afforded Lease rights and privileges unless granted such in Part I and II. Lessee performing construction or other work requiring AIP compliance shall be referred to as "Contractor" herein. Concession agreement specific ACDBE requirements are contained in the Concession agreement.

SECTION 2. COMPLIANCE WITH APPLICABLE LAW. By submitting the proposal that this agreement is based on, the Lessee affirms that the Lessee and its team members and employees shall comply with all federal, state and local laws, ordinances and regulations applicable to the Contract. This obligation includes compliance with City's nondiscrimination laws, including to the extent applicable including those set out in this agreement and attached to this Contract. Lessee shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED. The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 4. SCOPE OF WORK LIMITED. This contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

SECTION 5. ACCESS TO RECORDS. The Lessee must maintain an acceptable cost accounting system. The Lessee agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Lessee which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Lessee agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE

A. TITLE VI Solicitation Notice

The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities



During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) 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 USC § 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 USC§ 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 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 (42 USC § 12101, *et seq*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq*).

C. Compliance with Nondiscrimination requirements.

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

1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts 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. **Nondiscrimination:** The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and 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 Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Lessee 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 Lessee of the Lessee’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 Lessee 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 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 Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee 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:** In the event of a Lessee's noncompliance with the non-discrimination provisions of this contract, the Sponsor 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 under the contract until the Lessee complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Lessee 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 Lessee 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 Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.
7. **Limited English Proficiency.** 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.

SECTION 8. 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 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.

SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Lessee, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Lessee.

Lessee, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of Lessee.

Lessee acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).



SECTION 10. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP.

A. The (Contractor, grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, contractor, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, right to use under contract, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri, will have the right to terminate the (license, permit, contract, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, contract, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri will there upon revert to and vest in and become the absolute property of City of Kansas City, Missouri and its assigns.

SECTION 11. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM.

A. The (contractor, grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, contract, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (contractor, grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, contracts, etc., in the event of breach of any of the above Nondiscrimination covenants, City of Kansas City, Missouri will have the right to terminate the (contract, lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (contract, lease, license, permit, etc.) had never been made or issued.

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of Kansas City, Missouri, will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Kansas City, Missouri, and its assigns.

SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY. Lessee 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 shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Lessee 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 is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Lessee 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 part 1542. Lessee agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Lessee 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 that Lessee is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Lessee, its officer, employees, or invitees 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 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 in writing of any claimed violations so as to permit Lessee an opportunity to participate in any investigation or proceedings.

SECTION 13. RESERVATIONS. The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee and without interference or inference.

The City reserves the right, but shall not be obligated to Lessee 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 in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

SECTION 14. ACCOMMODATIONS. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

Lessee shall insert this requirement in any agreement, contract or other document by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein.

Lessee warrants that no person shall, on the grounds of race, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered as a result of this agreement to the general public.

Non-compliance with this provision shall constitute a material breach thereof and in the event of such non-compliance the City of Kansas City shall have the right to terminate this Agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS. Reserved.

SECTION 16. BREACH OF CONTRACT. Reserved.

SECTION 17. BUY AMERICAN PREFERENCE.

A. **BABA.** Reserved.

B. **Construction Materials.** Reserved.

SECTION 18. CLEAR AIR and WATER POLLUTION CONTROL. Reserved.

SECTION 19. CONTRACT WORK HOURS AND SAFETY STANDARDS. Reserved.

SECTION 20. COPELAND ANTI-KICKBACK. Reserved.

SECTION 21. DAVIS BACON REQUIREMENTS. Reserved.

SECTION 22. DEBARMENT AND SUSPENSION. Reserved.

SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE. Reserved.

SECTION 24. DISTRACTED DRIVING. Reserved.



SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS. Reserved.

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY. Reserved.

SECTION 27. FAIR LABOR STANDARDS ACT. Reserved.

SECTION 28. FOREIGN TRADE RESTRICTION. Reserved.

SECTION 29. LOBBYING FEDERAL EMPLOYEES. Reserved.

SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT. Reserved.

SECTION 31. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Reserved.

SECTION 32. PROHIBITION OF SEGREGATED FACILITIES. Reserved.

SECTION 33. RECOVERED MATERIALS. Reserved.

SECTION 34. RIGHT TO INVENTIONS. Reserved.

SECTION 35. SEISMIC SAFETY. Reserved.

SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION. Reserved.

SECTION 37. TERMINATION OF CONTRACT. Reserved.

SECTION 38. TRADE RESTRICTION. Reserved.

SECTION 39. VETERAN'S PREFERENCE. Reserved.

EXHIBIT E
CREO CIVIL RIGHTS AND WAGE ASSURANCES (032223)

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

- (a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this 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.

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any

additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.