# AIRPORT LEASE AGREEMENT
# BETWEEN
# THE CITY OF COLUMBIA AND ALLEGIANT AIRLINES

This Airport Lease Agreement (hereinafter “Agreement”), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and Allegiant Air LLC., a corporation organized and existing under the laws of the State of Nevada, and authorized to do business in the State of Missouri (hereinafter referred to as “Airline”), is made and entered into on the date of the last signatory below (hereinafter “Effective Date”). City and Airline are each individually referred to herein as a “Party” and collectively as the “Parties”.

## WITNESSETH:

**WHEREAS**, City is the owner of the Columbia Regional Airport (hereinafter referred to as “Airport” and more completely identified in Exhibits A, B and C attached hereto and made part hereof), and is located in the City of Columbia, Boone County, Missouri; and

**WHEREAS**, Airline is engaged in the business of commercial air transportation of persons, property, cargo, and mail as a scheduled air carrier and is certified or otherwise authorized by the United States Government and/or the State of Missouri to engage in such business; and

**WHEREAS**, Airline desires to lease and use certain premises and facilities on the Airport, together with certain rights, privileges, and services in connection with the use of said Airport and its facilities in the conduct of Airline’s business as a scheduled air carrier; and

**WHEREAS**, City is willing to grant to Airline such rights, privileges, and services upon the terms and conditions and for the consideration hereinafter stated and;

**WHEREAS**, City and Airline deem it advisable to enter into a written agreement setting forth the respective rights, privileges, obligations, and duties of the parties hereto and defining the rights, services, and privileges granted and the terms, conditions, and considerations on which they are granted.

**NOW THEREFORE**, and in consideration of the premises and the mutual covenants herein contained and the rentals, charges, and fees to be paid by Airline, it is agreed and understood by and between City and Airline as follows:

**Section 1.** TERM

A. The term of this Agreement shall begin on June 1, 2026, and shall run through the 31st of May, 2031 unless earlier terminated as hereinafter provided. For purposes of determining rent and other rates, charges and

fees, the term shall be comprised of five (5) consecutive twelve (12) month periods.

**Section 2.** LEASED PREMISES, RATES AND CHARGES

A. City agrees to, and hereby does, lease to Airline the passenger terminal use space and the shared space (collectively "leased premises"), as described in this Section 2 and shown on Exhibit A, Exhibit B and Exhibit C, incorporated herein by reference. The Airline shall only use the leased premises for purposes of conducting its air transportation business at the Airport. Airline shall not use, nor permit to be used, the leased premises in any manner that may violate this Agreement, or relevant federal, state, county and municipal laws and regulations. City reserves right to adjust rates and charges listed in Exhibit E. Nothing herein shall preclude the waiver of fees set forth in the Air Services Agreement.

B. The rent is scheduled as follows:

(1) Exclusive Passenger Terminal Use Space. Airline shall have exclusive use of eight hundred fourteen point five (814.5) square feet of ticket counter, and Airline Operations Office as designated on Exhibit A, Exhibit B and Exhibit C, the rent for which shall be: **$15.00** per square foot per annum for the first twelve month period of the term hereof, **$15.15** for the second twelve month period of the term hereof, $ **15.30** for the third twelve month period of the term hereof, **$15.45** for the fourth twelve month period of the term hereof, and **$15.60** for the fifth twelve month period of the term hereof. Office area custodial services will be the responsibility of Airline.

The rent for each annual period of the term shall be paid in twelve (12) equal monthly payments.

(2) Shared Space. Airline shall, at no additional charge, have joint use of (i) the secured space in the Gate area of the Terminal Building and (ii) the baggage claim space in the Terminal Building of the Airport. Airline shall also, at no additional charge, other than the cost to obtain a parking permit for the designated employee parking area, have joint use of the employee parking area, and Airline agrees that its employees will not park in any other area. Airline shall have joint use of the public address system.

(3) Leased premises Rent Summary:

(1) First Twelve Month Period. **$12,217.50($1,018.13** per month).

(2) Second Twelve Month Period. **$12,347.82**(**$1,028.99** per month).

(3) Third Twelve Month Period. **$12,461.85($1,038.49 per** month).

(4) Fourth Twelve Month Period**. $12,584.03 ($1,048.67** per month)

(5) Fifth Twelve Month Period. **$12,706.20 ($1,058.85** per month)

C. Utilities. City shall pay for and provide to Airline water, sewer, gas, and electricity to serve the leased premises. Provided that, Airline agrees that its use of such services shall be limited to typical levels for airline terminal uses. Airline agrees to practice reasonable energy conservation and agrees to provide its own telecommunications, internet services and other similar services it desires to support its use of the leased premises.

D. Landing Fees. Airline shall pay to City, on a monthly basis (in arrears), landing fees for each revenue landing made by Airline's aircraft at the Airport during the previous month, at the landing fee rate as established by City Council, as same may be amended from time to time. The current landing fee rate is indicated on Exhibit E, attached hereto and incorporated by reference herein.

(1) Flight Schedule Due Dates. Airline shall deliver to City, on or before the 5th day of each month, a statement from the station manager reflecting the previous month's landing fees for Airline, and how the landing fees were calculated, with a schedule of Airline's arrivals and departures for that month.

E. Taxes and Other Governmental Charges. Airline shall pay all taxes that may be lawfully levied, assessed or charged upon Airline or its property by the State of Missouri or any of its political subdivisions or municipal corporations, and shall obtain and pay all licenses and permits required by law. However, Airline shall have the right to contest, in good faith, the validity or application of any such tax, license, or permit, and shall not be considered in default hereunder as long as such contest is in progress. Further, Airline agrees to diligently prosecute such contest.

F. Holding-Over. Any holding-over by the Airline upon the expiration of this Agreement shall not constitute a renewal thereof, but shall constitute only a tenancy on a month-to-month basis. Any such holding over may be allowed by the City if such holding over is in the best interest of the both parties and Airline is otherwise in good standing with the City. Airline must request holding-over in writing and must have received written authorization from City prior to the expiration of this Agreement. During the first three months of any such holding-over, all basic rents and usage fees will increase by fifteen percent (15%) per month, unless otherwise agreed in writing between the parties. Beginning with the fourth month in a hold-over status, the increase will be twenty percent (20%), unless otherwise agreed in writing between the parties. Beginning with the seventh month in a hold-over status, the increase will be twenty-five percent (25%), unless otherwise agreed in writing between the parties.

**Section 3**. METHOD OF PAYMENT AND AUDIT

A. Payment and Due Dates. Airline shall pay to the City without demand the monthly rent and landing fees (for the previous month's landings) on or before the tenth ($10^{th}$) day of the month. Said payments are to begin on the Commencement Date. A late charge in the amount of ten percent (10%) of any monthly payment or portion thereof shall be charged on any such payment or portion of payment not made on or before the first day of the month following the due date thereof. A late charge may not be applied if Airline provides reconciled payments within a timely manner agreed upon by both City and Airline.

(1) Enplaned/Deplaned Report. Airline shall deliver to City without demand, on or before the $5^{th}$ day of each month, a statement from the station manager of Airline reflecting the previous month's number of enplaned and deplaned passengers, and freight.

(2) Payment Address. Unless otherwise notified, all payments to City provided for herein shall be sent to:

City of Columbia
Finance Department
P.O. Box 6015
Columbia, MO 65205-6015

B. Audit. Airline agrees to keep books and records on its operations at the Airport, and the Airport Manager or any authorized City representative, at any time with reasonable notice shall have the right to inspect and audit such books and records to determine that City has received from Airline all monies due to City under the terms hereof. The City will use its commercially reasonable efforts not to interfere with Airline's operations while conducting such inspection and audit.

**Section 4.** COMMON USE OF THE AIRPORT

A. General. The Airline, through its employees, agents, passengers and invitees, shall have the right to the use, in common with other aviation activities, the Airport and its appurtenances, including, but not limited to runways, aprons, taxiways, roadways, sewer and water facilities, flood lights, ramp power connections for use with Airline's ground support equipment, beacon, emergency services, including Aircraft Rescue and Fire Fighting (ARFF) and all conveniences for the operation of an air transportation system by its aircraft for the carriage of persons, property, cargo, and mail, including without limitation, except as otherwise provided herein and subject to City's reasonable rules and regulations:

(1) The right to land, take-off, park, service, perform non-scheduled repairs, test, load and unload its aircraft; the right to load and unload persons, property, cargo, and mail at the Airport by such vehicles or other means of conveyance as Airline may require in the conduct of its business.

(2) The right to install, maintain, use and operate such radio, communications, meteorological, and aerial navigation equipment and facilities in, on, or about the Airport as may be deemed necessary by Airline for its operations, provided same shall not interfere with City's existing or expanded equipment and facilities.

(3) Airline is entitled to conduct activities reasonably necessary to its air transportation business or training of its personnel, provided such other operations or activities will not unreasonably interfere with the use of the Airport by City or its employees, agents, or other tenants.

B. Access. Airline shall have the right to ingress and egress, without charge, to and from the leased premises as shall its employees, passengers, guests and patrons. Airline shall have the right to purchase or otherwise obtain property or services deemed by Airline to be required by, or incident to its operations from any persons or organizations it may choose. City shall not have any discriminatory or unreasonable restrictions against Airline or its suppliers or contractors of property or services for the privilege of using the Airport and appurtenances, including, without limitation, the privilege of purchasing, using, storing, withdrawing, handling, consuming, loading, unloading, or delivering of any such property or of transporting the same to, from, or on the Airport, provided such activities are reasonably necessary to Airline's air transportation business.

C. Other Airport Businesses. Nothing contained herein, however, shall prohibit City from leasing to other airlines, renting space for or charging a reasonable fee to a catering service providing food prepared on the Airport, or from granting franchises for the operation of rental cars, limousine and taxi-cab services or to operators vending fuels and lubricants delivered onto the Airport.

**Section 5**. STANDARD COMPLIANCE ASSURANCE

A. Airline covenants and agrees to comply with all Airport rules and regulations of City, including compliance with the Airport Security Program, the Transportation Security Administration (TSA), and the Federal Aviation Administration (FAA), and all applicable federal, state and local laws, regulations and ordinances now in effect or hereinafter promulgated, including but not limited to, the clauses set forth in Exhibit E, the laws, regulations and ordinances of the United States Environmental Protection Agency and the Missouri Department of Natural Resources and the same are made a part of this Agreement by reference as though they were set forth herein. Notwithstanding the foregoing or anything else to the contrary contained herein, if there shall be any conflict between any rules and regulations promulgated by the City and the express terms of this Agreement, the express terms of this Agreement shall control.

**Section 6**. RIGHT OF ENTRY AND INSPECTION

A. City reserves the right to enter the leased premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement or in the exercise of its governmental functions as it relates to public health, safety, and the general welfare of the Airport and the proper conduct of operations thereon.

**Section 7**. ALTERATIONS, REPAIRS AND REMOVAL OF PROPERTY

A. All alterations and improvements required by Airline, repair of damage caused by Airline, its employees or agents, and non-structural routine maintenance to Airline's exclusive use space required by Airline shall be at Airline's sole expense. All costs of repairs to the Passenger Terminal and ramp space, apart from alterations and improvements made by Airline, non-structural routine maintenance required by City in Airline's exclusive use space, and damage caused by Airline shall be borne by City. No structural changes or alterations or redecorating or remodeling shall be made by Airline without prior written approval of the Airport Director.

B. Airline will perform at its expense all maintenance to property installed by it, and in the event of failure to perform this covenant, City will have the right to perform or have performed any such maintenance and Airline shall reimburse City for the costs thereof.

**Section 8**. INSURANCE AND INDEMNIFICATION

A. Airline shall carry Aviation Commercial General liability insurance with a $50,000,000 combined single limit however, that the sublimit for Personal Injury Coverage for non-passengers and for advertising injury liability shall be Twenty-Five Million Dollars ($25,000,000) each occurrence and in the annual aggregate. The public liability insurance shall include the City of Columbia, MO as an additional insured under liability coverages and shall be provided a waiver of subrogation with respect to all coverages.

(1) The naming of City as additional insured in such policies of liability insurance shall not cause the City to be deemed a partner or joint venture with Airline in its business conducted on the Airport.

(2) Airline shall also carry workmen's compensation insurance in the amounts and form required by the Workmen's Compensation Act and the insurance laws of the State of Missouri.

(3) The Airline shall also be required to carry Comprehensive Aviation Insurance in an amount of $10,000,000 each occurrence with respect to all owned, now-owned and hired vehicles.

(4) Insurance policies shall be performable in Boone County, Missouri, and shall be construed in accordance with the laws of the State of Missouri.

(5) Certificates of all insurance coverage required of Airline shall be filed with the City and shall provide that the policies shall not be subject to cancellation by insurer except after delivery of written notice by mail to City at least ten (10) working days prior to the effective date of cancellation, and Airline within five (5) working days prior to the effective date of cancellation, shall provide the City with new certificates of insurance complying with this Agreement.

(6) Should Airline fail or refuse to obtain and keep in full force and effect the insurance required by this Agreement, City may either cancel this Agreement or suspend Airline's rights hereunder.

B. Airline shall indemnify, protect, defend and hold completely harmless the City and its directors, councilors, officers, agents and employees (collectively, the "Indemnified Parties") from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees) (collectively, "Claims"), of any nature whatsoever arising out of or incident to Airline's use or occupancy of the Airport premises, the rights, licenses, or privileges granted Airline herein, or the acts or omissions of Airline's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such Claims arise out of the negligence or willful misconduct of (1) any Indemnified Parties or (ii) City's contractors or subcontractors. City shall give notice to Airline of any such Claims, and Airline shall defend same. The provisions of this section shall survive the expiration or early termination of this Agreement.

**Section 9**. QUIET ENJOYMENT

A. City agrees that on payment of the rents, fees and charges as required herein and subject to performance and compliance by Airline of the covenants, conditions and agreements on the part of the Airline to be performed and complied with hereunder, Airline shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, as granted herein.

**Section 10**. RULES AND REGULATIONS

A. This Agreement shall be subordinate to the current and future reasonable rules and regulations which the City may from time to time in its sole discretion promulgate or amend, as applicable, as well as State and Federal regulations and laws. Notwithstanding the foregoing, it is herein agreed between the City and Airline that if the Airport rules and regulations now in effect or hereafter adopted or amended by the City shall conflict with the express terms of this Agreement, the express terms of this Agreement shall control. To the extent such Airport rules and regulations do not conflict with the express terms of this Agreement and do not conflict with applicable Federal laws and regulations, however, they shall be observed and obeyed by Airline during the

term of this Agreement with respect to the Airline operating an air transportation business at the Airport.

**Section 11**. ASSIGNMENT AND SUBLETTING

A. Airline shall not assign this Agreement, or any part thereof, without the prior written approval of City; provided, however, that Airline may, without such consent, assign this Agreement to any person, firm or corporation with which Airline may merge or consolidate, provided that reasonable notice is provided City in a timely fashion.

B. Airline shall not sublet all or any part of the premises leased hereunder without the prior written approval of City.

C. All of the terms, provisions, covenants, stipulations, conditions and considerations in this Agreement shall extend to and bind the legal representatives, successors, subleases and assigns of the respective parties hereto.

**Section 12**. SURRENDER OF LEASED PREMISES

A. Airline agrees to yield and deliver to City the possession of the leased premises leased solely to Airline, or to Airline in common with others, at the termination of this Agreement, by expiration or otherwise, or of any renewal or extension thereof, in good condition, in accordance with its express obligations hereunder, except for (i) reasonable wear and tear that could not be prevented through routine maintenance required to be done by Airline, (ii) damage by fire, other casualty and acts of God or the public enemy, and (iii) the repair and maintenance obligations of the City as expressly set forth herein.

B. Airline shall have the right at any time during the said term, or any renewal or extension hereof, to remove its trade fixtures and equipment situated on the leased premises which were installed or placed by it at its expense in, on or about the leased premises leased hereunder; subject, however, to any valid lien which City may have thereon for unpaid rents, fees, or charges, and subject to Airline repairing damage caused to the leased premises by such removal. Notwithstanding anything to the contrary contained herein, nothing herein shall give the City (and City hereby disclaims) any right or lien with respect to Airline's aircraft.

C. All City property damaged by or as the result of the removal of Airline's property shall be restored at Airline's expense to same or better condition that it was prior to such damage. Any and all property not removed by Airline prior to expiration or other termination of this Agreement shall thereupon become part of the land on which it is located and title thereto shall be vested in the City; provided, however, Airline shall not abandon any of its property on the leased premises without written consent of the City.

**Section 13**. FORCE MAJEURE

A. Neither City, nor Airline, shall be deemed in violation of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargos, shortages of materials, acts of God, acts of a public enemy, acts of superior governmental authority, acts of terrorism, weather conditions, floods, riots, rebellions, acts of sabotage, epidemic, pandemic, or any other circumstances for which it is not responsible, or which are not under its control; provided, however, that this Section does not exempt the Airline from paying the rentals, fees, and charges set forth herein. In any such case, a prompt written notice shall be given to the other party of the existence of such causes and of readiness to resume performance upon the removal or non-existence thereof.

**Section 14**. CANCELLATION BY CITY

A. City, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights of entry and re-entry upon the leased premises:

Monetary Default:

(1) If the rentals, fees, charges, or other money payments which the Airline herein agrees to pay, or any part thereof, shall be unpaid for more than thirty (30) days, or

Non-Monetary Default:

(2) If the Airline shall file a voluntary petition in bankruptcy or make a general assignment for the benefit of creditors or if adjudicated bankrupt, or

(3) If the Airline abandons and ceases to use the leased premises for a period of 30 days at any one time, except when such abandonment or cessation is due to a force majeure event as set forth in Section 15, or

(4) If the Airline shall use or permit the use of the leased premises at any time for any purpose for which the use thereof at that time is not authorized by this Agreement or by a subsequent written agreement between the parties or shall use or permit the use thereof in violation of any law, rule or regulation to which the Airline has concurred in this Agreement to conform, or

(5) If the Airline shall be in violation of any provision, covenant or condition required to be performed by this Agreement with respect to the leasing of the premises.

B. In the event of monetary default [Sec. 14, A. (1)], City shall give the Airline thirty (30) days' written notice of intent to cancel specifying the date upon which such termination shall take effect and stating the nature of the default in order to permit such

fault to be remedied by Airline within thirty (30) days, or such other period as may be agreed upon between the parties. In the event of non-monetary default [Sec.14, A. (2-5)], City shall give the Airline thirty (30) days' written notice of intent to cancel specifying the date upon which such termination shall take effect and stating the nature of the default in order to permit such fault to be remedied by Airline within thirty (30) days, or such other period as may be agreed upon between the parties. No notice of cancellation, as provided herein, shall be of any force or affect if (i) Airline shall have remedied the default prior to receipt of City's written cancellation notice or (ii) within the said thirty (30) day period Airline commences to correct the same as promptly as reasonably practicable and thereafter diligently prosecutes the cure to completion.

C. In the event breach is not cured within thirty (30) days or the agreed period, the liability of Airline for the full rental and landing fees shall not be extinguished for the balance of the term of this Agreement. Airline shall make good to City any deficiency arising from vacancy or reletting at a lesser rate than that herein agreed upon. Airline shall pay such deficiency each month as an amount ascertained by City. Landing fees will be based on an average monthly gross weight calculated over the preceding six (6) months as applied to the applicable rate in Section 2. In the event City is obligated to participate in any court proceedings in order to enforce any of its rights under this Agreement, or to collect its rentals, fees and charges, City, if successful, shall be entitled to an additional amount in such sum as any court having competent jurisdiction shall determine as a reasonable attorney's fee.

**Section 15**. OTHER TERMINATION RIGHTS OF THE PARTIES

A. Notwithstanding anything to the contrary contained herein, this Agreement may also be terminated:

(1) At any time upon mutual agreement of the parties hereto; or

(2) By either party, without cause or penalty, upon not less than thirty (30) days' prior written notice to the other party. The effective date of such termination shall be as stated in such notice of termination, but in no event earlier than thirty (30) days following such written notice.

B. Notwithstanding anything to the contrary contained herein and to the extent applicable to Airline, in the event that Airline shall, by agreement, terminate its services as an interline carrier, or shall be terminated as an interline carrier by its marketing airline partner, then Airline or City shall terminate this Agreement on not less than thirty (30) days notice to the other party without any further liability or obligation by reason of such termination.

**Section 16**. NON-WAIVER OF RIGHTS

A. Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants and conditions herein

contained to be performed, kept or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default and no waiver of any such default shall be construed, or act, as a waiver of any subsequent default.

**Section 17**. INVALIDITY OF CLAUSES

A. The invalidity of any portion, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part or portion thereof.

**Section 18**. APPROVAL BY CITY

A. Wherever the approval of City is called for herein, it is understood and agreed approval shall be in writing, in advance, and shall not be unreasonably withheld, conditioned or delayed.

**Section 19**. HEADINGS

A. The Section titles shown in this Agreement are included only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

**Section 20**. NONDISCRIMINATION

A. Airline, as part of the consideration hereof, does hereby covenant and agree: (1) that no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Airline in the use of the leased premises, (2) that in the construction of any improvements on, over, or under such leased premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Airline shall use the leased premises in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.

**Section 21**. NOTICES.

A. All notices to City shall be sent by certified mail addressed to:

Columbia Regional Airport
Michael Parks, Airport Manager
11300 Airport Drive
Columbia MO 65201

B. All notices to Airline shall be sent by certified mail addressed to:

Allegiant Air LLC.
1201 N Town Center Drive
Las Vegas, NV 89144

With a copy to:

**Section 22**. SERVICES AND FACILITIES MAINTENANCE PROVIDED BY CITY

A. City agrees it will maintain and operate and keep in good repair the Airport premises, including lobbies and facilities now or hereafter connected therewith, and Airline's leased premises, and will keep said Passenger Terminal Use Space free from interference for the proper use by the Airline. Furthermore, City will keep the public space in the Passenger Terminal Use Space furnished and will provide and supply throughout the Passenger Terminal adequate light, electricity, and hot and cold water, public restroom facilities, and air conditioning or heating depending upon the season.

B. City shall be under no obligation to repair or maintain any equipment, fixtures or other improvements installed by Airline.

C. City shall maintain and keep in good repair the runways, aprons, taxiways, roadways, sewer and water facilities, flood lights, power connections for use with Airline's ground support equipment, airfield lighting, beacon, and required emergency vehicles and equipment.

D. After reasonable notice to Airline, City reserves the right to temporarily close the Airport or a portion thereof, or any other facilities thereon for maintenance, improvements, or for the safety of the public only for the period of time reasonably necessary, during which closure all rents due hereunder shall equitably abate.

**Section 23**. OBLIGATIONS OF AIRLINE

A. Airline agrees it will at all times maintain its exclusively leased premises in a neat, clean, safe, and orderly condition, and the portion designated as counter-space shall be in keeping with the general decor in the area in which it is situated.

B. Airline shall reimburse the City for the cost of repairing, replacing, or rebuilding any damages to the Airport premises caused by the acts or omissions of the Airline or its officers or employees.

C. Airline shall make no structural changes in or additions to the leased premises without prior written approval of the City. No electrical equipment that imposes a significant load on the electrical wiring of the Terminal Building may be installed without prior approval of the Airport Manager.

D. Airline agrees that flight announcements will be made in a standard form acceptable to the City and that no other announcements will be made over the public address system, except in accordance with procedures established in advance and approved by the City, such procedures to be reasonable and to apply to all users having access to the public address system.

**Section 24**. PRIOR AGREEMENTS.

A. This Agreement cancels and supersedes all prior agreements between the parties hereto covering premises, facilities, rights, privileges, and services referred to herein.

**Section 25**. COVENANT NOT TO GRANT MORE FAVORABLE TERMS.

A. City covenants and agrees that in the event it shall enter into any lease, contract, or agreement with any other air transportation operator or airline offering scheduled public passenger service from the Airport which contains more favorable terms than this Agreement; or if City shall grant to any other such operator or airline rights or privileges with respect thereto which are not accorded to Airline hereunder, then the same terms, rights, or privileges shall concurrently and automatically be made available to Airline.

**Section 26**. ACCESSIBILITY FOR HANDICAPPED

A. The City and Airline shall be responsible for maintaining and providing the Airport facilities and services in a manner which complies with the parties' respective obligations under 14 CFR part 382, NONDISCRIMINATION ON THE BASIS OF DISABILITY IN AIR TRAVEL, under the Uniform Federal Accessibility Standards (UFAS), or substantially equivalent standards; under 49 CFR Part 27, NON-DISCRIMINATION ON THE BASIS OF DISABILITY IN PROGRAMS OR ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE; and under 42 U.S.C.S. 12101, et seq., THE AMERICANS WITH DISABILITIES ACT of 1990, or a substantially equivalent standard.

B. All Airport terminal facilities designed, constructed or altered shall be accessible to handicapped persons and in compliance with the statutes and regulations cited above and other relevant federal, state or local laws, statutes and ordinances that relate to handicapped accessibility standards.

C. City shall make available to Airline, on a nonexclusive basis, a mechanical boarding assistance device, jet bridge or ADA complaint mobile lift (collectively, “Lift

Device") to be used solely for the purpose of loading and unloading passengers from aircraft owned or operated by Airline at the Airport. Provided that, as of the date of execution of this Agreement, the parties agree that the City is only obligated to provide Lift Devices that have the same capacities as the City's current Lift Devices: Jet Bridge 4, Jet Bridge 2, and Boarding Ramp.

1. Training. Any person who will be providing boarding assistance to passengers for or on the behalf of Airline shall be trained in the proper use and operation of the Lift Device(s) and shall attend all training sessions as to the proper use of the Lift Device as may be provided by City or the manufacturer of the Lift Device.

2. Maintenance of Lift Device.

    a. City agrees to maintain the Lift Device(s) in proper working condition subject to the terms and conditions of this Agreement.

    b. Airline shall inspect the Lift Device(s) prior to each use to ensure that the Lift Device(s) is operating properly. If at any time Airline becomes aware of the need for maintenance or repairs to the Lift Device, Airline shall promptly notify City in writing of the nature of the maintenance and repairs required and shall refrain from using the Lift Device until such time as the repairs or maintenance have been completed. Airline's right to use the Lift Device shall be suspended during the period in which repairs or maintenance of the Lift Device is being made.

    c. Airline shall promptly notify City (i) if the Lift Device is damaged in any way while in Airline's possession; or (ii) if the Lift Device is lost or stolen while in Airline's possession. In the event the Lift Device, or any part thereof, is damaged while in the possession of Airline due to the willful misconduct or negligence of Airline, its officers, directors, employees, agents, contractors or representatives, Airline shall pay City on demand for the cost of the repairs to the Lift Device. In the event the Lift Device is destroyed, lost, stolen, damaged beyond repair or otherwise rendered permanently unfit for use while in the possession of Airline due to the willful misconduct or negligence of Airline, its officers, directors, employees, agents, contractors or representatives, Airline shall pay City on demand the replacement value of the Lift Device.

    d. Airline acknowledges and agrees that City may establish, in its discretion, reasonable nondiscriminatory fees and charges for the use and maintenance of the Lift Device.

**Section 27**. GOVERNING LAW AND LEGAL COSTS

A. Nothing contained herein shall impair the right of the City to exercise its governmental or legislative functions. This Agreement is made subject to the Constitution and the laws of the State of Missouri and to the Charter of the governing ordinances of the City of Columbia and applicable Federal regulations and laws.

B. If either party shall bring any legal or equitable action against the other, the losing party shall pay the reasonable attorney fees and costs incurred by the prevailing party in such action including any appeal. For purposes of this section, "costs" shall include expert witness fees, and court costs.

**Section 28**. STORM WATER COMPLIANCE

A. Notwithstanding any other provisions or terms of the lease, Airline acknowledges that City is subject to federal storm water regulations, 40 CFR Part 122, for vehicle maintenance, equipment cleaning operations, and/or deicing operations that occur at the airport as defined in these regulations. Airline further acknowledges that it is familiar with these storm water regulations; that it conducts vehicle maintenance, equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

B. Notwithstanding any other provisions or terms of the lease, City acknowledges it has a storm water discharge permit (Permit No. G-KS38-0005) required by the applicable regulations for the Airport, including the property occupied or operated by the Airline as co-permittee.

C. Notwithstanding any other provision or terms of this lease, including the Airline's right to quiet enjoyment, City and Airline both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Airline acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by the Airline, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices".

D. City's storm water discharge permit is incorporated by reference into this Agreement and any subsequent renewals.

E. City will provide Airline with written notice of those storm water discharge permit requirements, that are in the City's storm water permit, that Airline will be obligated to perform from time to time, including, but not limited to "certification of non-storm water discharges, preparation of storm water pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Airline, within fourteen (14) days of receipt of such written notice, shall notify

City in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Airline does not provide such timely notice, it is deemed to assent to undertake such requirements; City and Airline agree to negotiate a prompt resolution of their differences. Airline warrants it will not object to written notice from the City for purposes of delay or avoiding compliance.

F. Unless otherwise agreed to in writing between City and Airline, the Airline agrees to undertake at its sole expense, those storm water discharge permit requirements for which it has received written notice from City. Airline warrants that it shall make every practical effort to meet any and all deadlines that may be imposed on or agreed to by City and Airline. Airline acknowledges that time is of the essence.

(1) City agrees to provide Airline, at its request, with any non-privileged information collected and submitted to any governmental entity (ies) pursuant to applicable storm water regulations.

(2) Airline agrees that the terms and conditions of the City's storm water discharge permit may change from time to time and hereby appoints City as its agent to negotiate with the appropriate governmental entity (ies) any such permit modifications with the right to revoke this appointment with written notice to the City, provided Airline shall be notified in writing of any proposed revisions prior to City's negotiations with such governmental entity (ies). City shall provide Airline a reasonable opportunity to review and comment on such proposed revisions and shall give all such comments due consideration.

(3) City will give Airline written notice of any breach by Airline of the City's storm water discharge permit or the provisions of this section. If such breach is material and of a continuing nature, City may seek to terminate this Agreement pursuant to the terms herein. Airline agrees to cure promptly any breach.

(4) Airline agrees to participate in any City-organized task force or other work group established to coordinate storm water activities at the Airport.

G. Indemnification:

(1) Notwithstanding any other provisions of this lease, City agrees to indemnify and hold Airline harmless for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Airport's actions or omissions for failure to comply with City's obligations under the applicable storm water regulations and storm water discharge permit, unless the result of Airline's sole negligence, acts or omissions. This indemnification shall survive any termination or non-renewal of this lease. The scope and amount of indemnity by the City is limited to the amount of any insurance coverage available to pay damages, or to the extent allowed by law, whichever is greater. Nothing contained herein shall be construed as a waiver of any aspect of the Missouri Tort Claims Act.

(2) Notwithstanding any other provisions of this lease, Airline agrees to indemnify and hold harmless City for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demand by and liability to the extent arising directly or indirectly from Airline's actions or omissions for failure to comply with Airline's obligations under this Section, the applicable storm water regulations, and storm water discharge permit, unless the result of City's sole negligence, acts or omissions. This indemnification shall survive any termination or non-renewal of this lease.

**Section 29**. NOTICE OR CONSENT

A. Any notice or consent required herein to be obtained from or given by City may be given by Airport Director unless otherwise provided. Consent of City or Airline when required shall not be unreasonably withheld, conditioned or delayed.

**Section 30**. NON-LIABILITY OF INDIVIDUALS

A. No board member, director, officer, agency or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of its or their execution or attempted execution.

**Section 31**: ENTIRE AGREEMENT

This Agreement consists of the following: Sections 1 through 32, inclusive, Notaries (2), and Exhibit Nos. A, B C, D E, and F. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by City and Airline. Airline agrees that no presentations or grant of rights or privileges shall be binding upon City unless expressed in writing in this Agreement. City agrees that no presentations or grant of rights or privileges shall be binding upon the Airline unless expressed in writing in this Agreement.

Attachments

| | |
|---|---|
| Exhibit A | Ticketing Counter Leased Area |
| Exhibit B | Map of Terminal floorplan Layout |
| Exhibit C | Map of Allegiant Airlines Office Leased Space |
| Exhibit D | Federal Clauses |
| Exhibit E | Rates and Charges |

[SIGNATURES ON FOLLOWING PAGE]

**Section 32**. EXECUTION. IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers and their official or corporate seals to be affixed hereto and attested as of the day and year first set forth herein.

**CITY OF COLUMBIA, MISSOURI**

By: _____
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / KMM

(Seal)

**Allegiant Air LLC.**

By: _____
Thayne Klingler, Director/Airport Affairs

Date: April 20, 2026

ATTEST:

By: _____

Name: _____

**EXHIBIT A- Allegiant Center Ticket Counter leased Space**

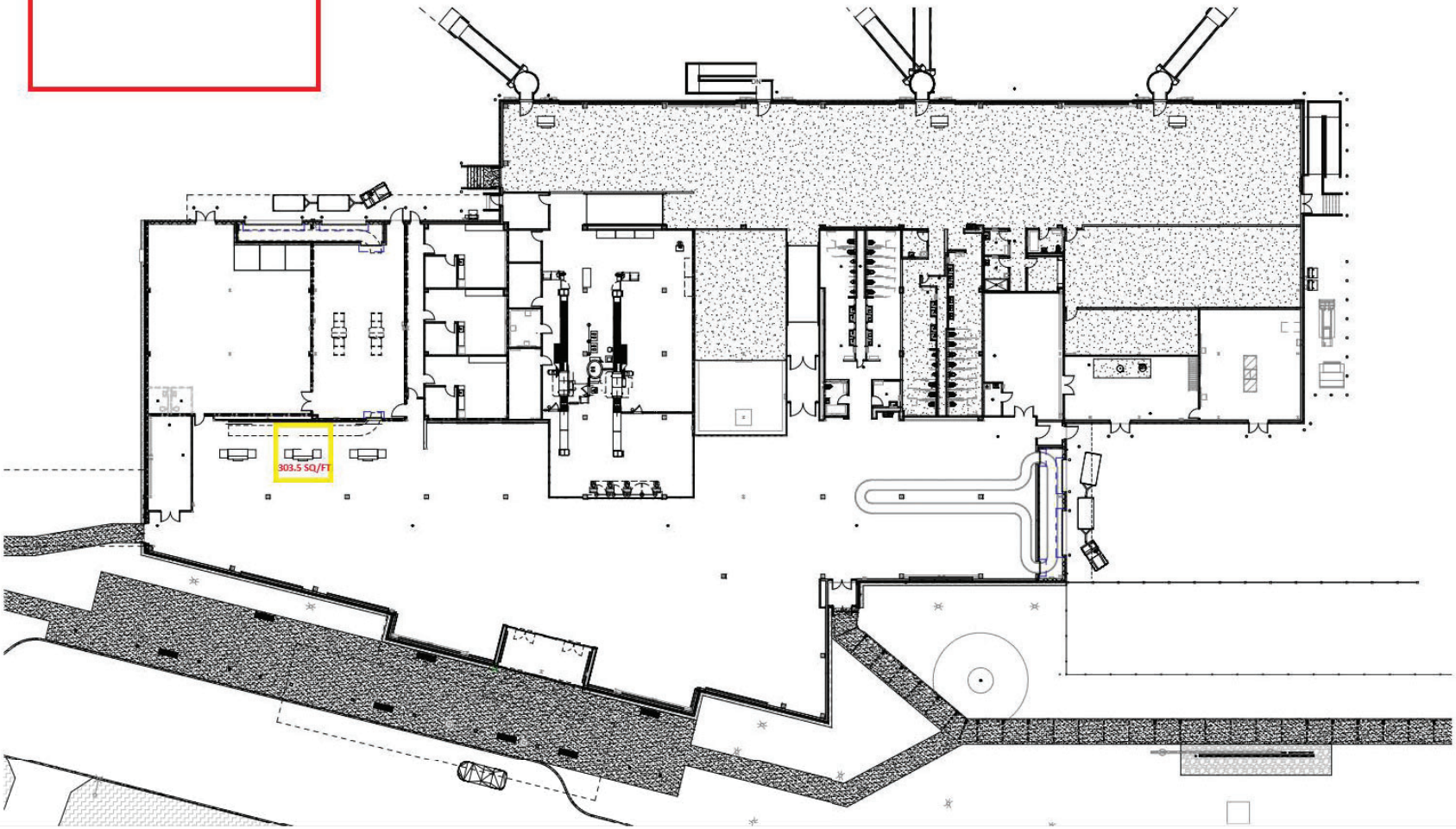


**EXHIBIT B- ALLEGIANT Third Office Space**

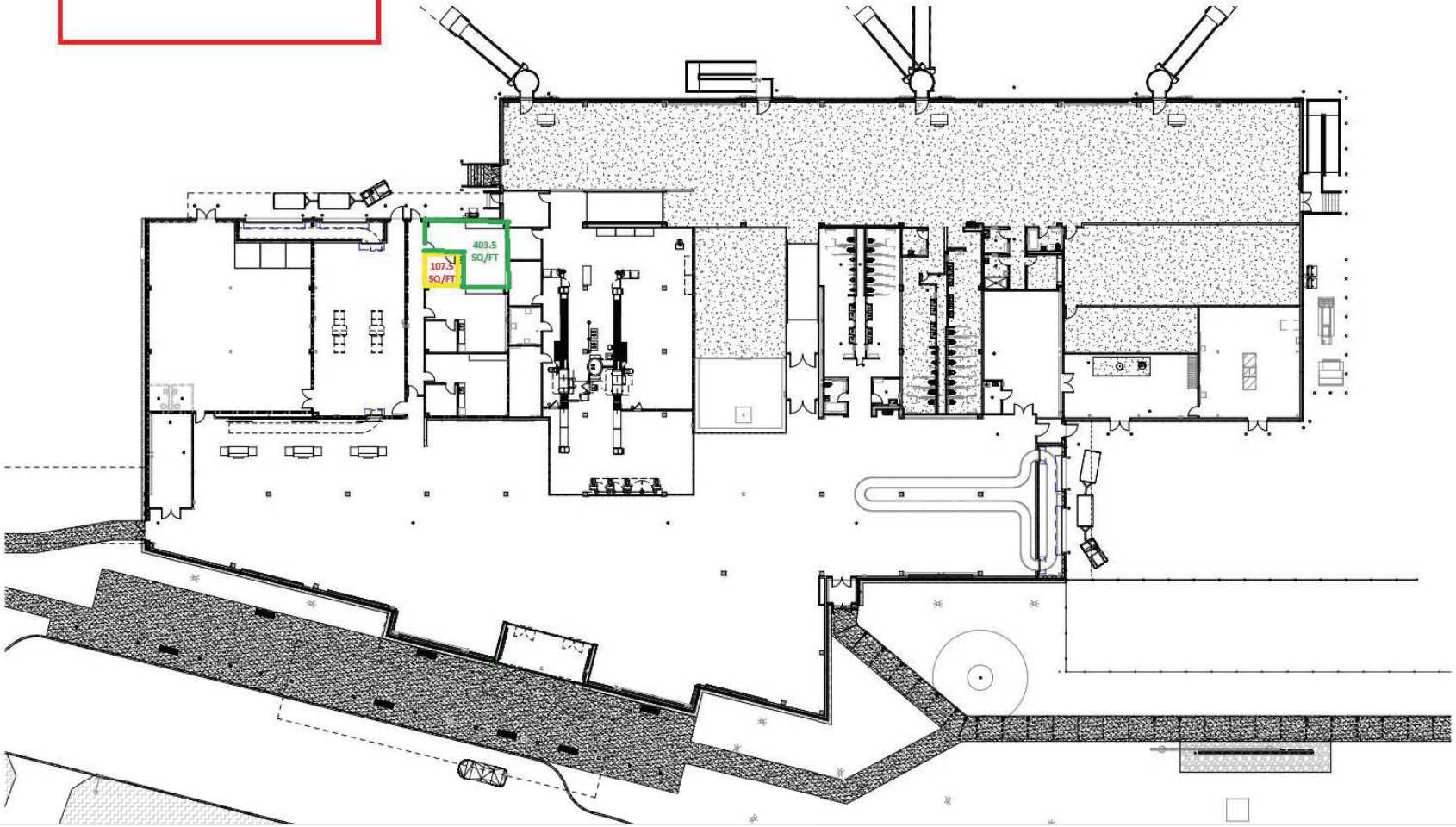
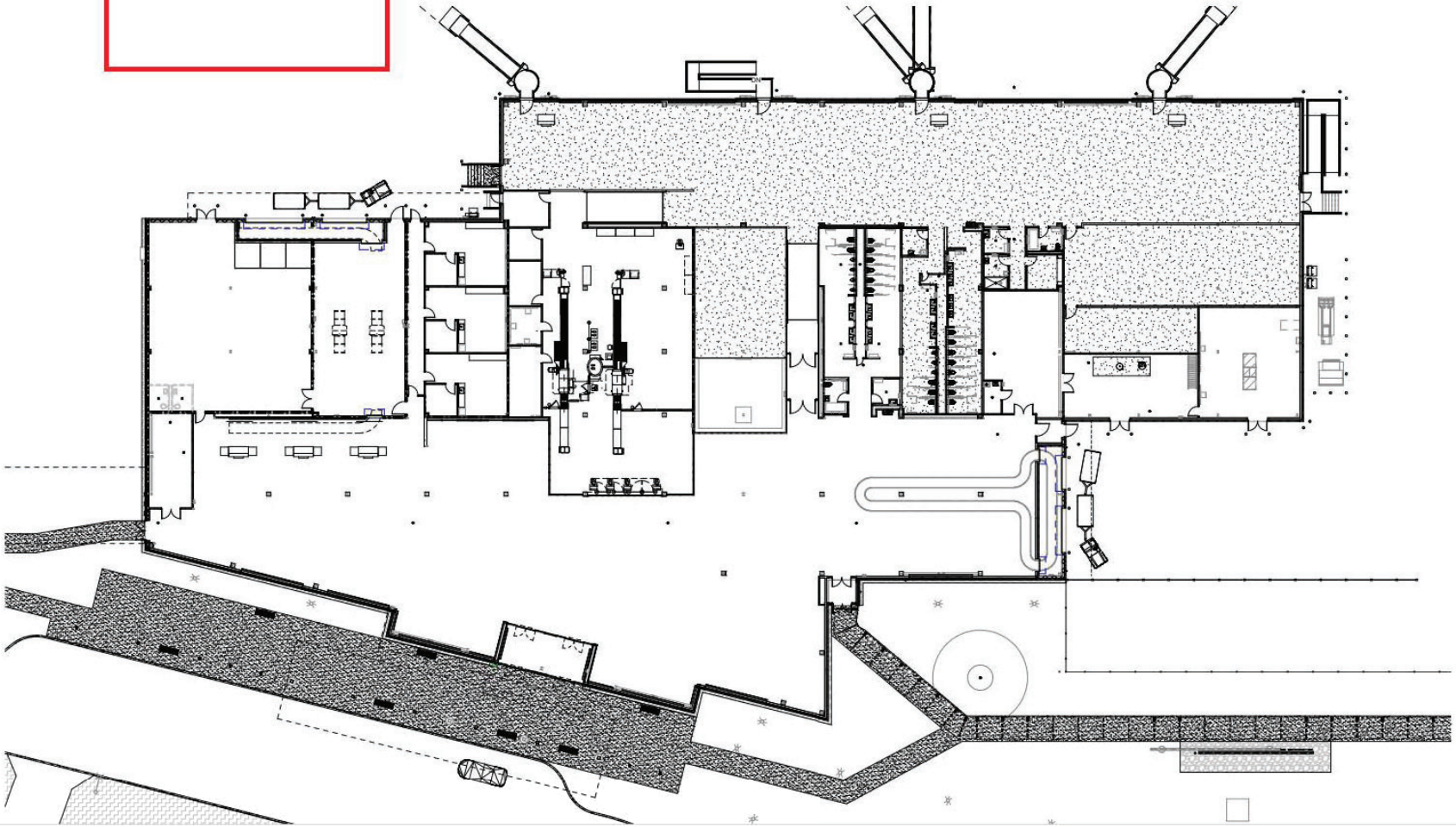


Exhibit C- Terminal floor plan



# EXHIBIT D

**COLUMBIA REGIONAL AIRPORT (COU)**
**FAA FEDERAL CONTRACT PROVISIONS**
**LEASE AGREEMENT**

These terms and conditions are an exhibit of an agreement between the City of Columbia, Missouri, owners and lessees of the Columbia Regional Airport (hereinafter "Owner") and Allegiant Air, LLC (hereinafter "Contractor").

TABLE OF CONTENTS – FAA FEDERAL CONTRACT PRVISIONS


I. Access to Records and Reports
II. Breach of Contract Terms
III. Civil Rights – General
IV. Civil Rights – Title VI Assurance
V. Civil Rights – ADA/504 Assurance
VI. Federal Fair Labor Standards Act
VII. Occupational Safety and Health Act
VIII. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment


## I. ACCESS TO RECORDS AND REPORTS

Contractor must maintain an acceptable cost accounting system. Contractor 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 Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor 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.

## II. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.
The duties and obligations imposed by the Contract Documents 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.

III. CIVIL RIGHTS - GENERAL

The Contractor agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

This provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. CIVIL RIGHTS – TITLE VI ASSURANCE

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

**Compliance with Regulations:** The Contractor (hereinafter includes consultants) 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.

**Nondiscrimination:** The 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 Contractor 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.

**Solicitations for Subcontracts, 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 Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The 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 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor 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.

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

**Incorporation of Provisions:** The Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Transfer of Real Property**

A. The Contractor 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 that:
    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this contract 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 will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination 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, etc., in the event of breach of any of the above Nondiscrimination covenants, Owner will have the right to terminate the contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the contract 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 Owner 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 Owner and its assigns.

**Use/Access to Real Property**

A. The Contractor 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 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 Contractor 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 a lease, in the event of breach of any of the above nondiscrimination covenants, Contractor will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Owner will there upon revert to and vest in and become the absolute property of Owner and its assigns.

**Title VI List of Pertinent Nondiscrimination Acts**

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 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;
- 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 § 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 USC §§ 12131 – 12189) 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, which 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. at 74087 to 74100);
- 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).

V. CIVIL RIGHTS – ADA/504 ASSURANCE

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of disability in the performance of its obligations under this Agreement in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (504). The Contractor 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 49 CFR part 27.

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

**Use/Access to Real Property**

A. The Contractor 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 that (1) no person on the ground of disability, 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 disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor 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 a lease, in the event of breach of any of the above nondiscrimination covenants, Contractor will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Owner will there upon revert to and vest in and become the absolute property of Owner and its assigns.

VI. FEDERAL FAIR LABOR STANDARDS ACT

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.

## VII. OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Contractor 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.

## VIII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Council Bill No. R 110-12

**A RESOLUTION**

amending the Fee Schedule for the Rates, Charges and Lease Policy for the Columbia Regional Airport.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Council amends the Fee Schedule, revised July 2012, for the Rates, Charges and Lease Policy for the Columbia Regional Airport, a copy of which, marked "Exhibit A," is attached to and made a part of this resolution.

ADOPTED this 2nd day of July, 2012.

Appendix
Fee Schedule
Rates and Charges
Columbia Regional Airport
Revised July 2012

| | |
|---|---|
| Landing Fees-Non Contract | $ 0.88 per 1,000 lb |
| Landing Fee – Contract | $ 0.62 per 1,000 lb |
| Jointly Used Premises | $ 0.70 per Enplanement |
| Police | $ 0.90 per Enplanement |
| Fuel Flowage Fee | $ 0.04 per gallon |
| Office/Counter Rent | $15.00 per square foot |
| Hangar/Ground Rent | $ 0.08 per square foot |
| Car Rental Commission | $1,000 or 10%, whichever is greater |
| Farm Rent | $ 45.00 per acre |
| Farm Commission | 1/3 of gross crop receipts |
| Parking Space Rental (Mail Trucks) | 1 or 2 vehicles - $50 per vehicle per month<br>3 or more - $40 per vehicle per month |

**FBO Commissions**

| | |
|---|---|
| Inside Hangar Storage | 3.75% of gross receipts |
| Tie down rental on apron | 60% of gross receipts |
| Sale of parts, not in excess of $5,000 | 3% of gross |
| Sale of parts, in excess of $5,000 | 1% of gross |
| Flight Instruction | 3% of gross |
| Aircraft service repair/maintenance | 5% of gross |
| Aircraft sales rental & charter | 0% |
| Miscellaneous | 5% of gross |