

Work Session 2:30 PM - Budget
MTAA Board Meeting 3:00 PM

Tuesday, July 16, 2019

*****PLEASE NOTE CHANGE IN MEETING LOCATION*****

Topeka Regional Airport Terminal Building
740 SE Airport Drive

Addressing the MTAA Board: No person shall address the Board during a Board Meeting, unless they have notified the MTAA Administration Office by 2:00 P.M. on the day of any Board Meeting of their desire to speak on a specific matter on the published meeting agenda or during the public comment portion of the Board Meeting. This limitation shall not apply to items added during the course of a meeting. The Board does not take action with respect to any subject not on the agenda unless added to the agenda by a vote of the Board. Persons addressing the Board will be limited to four (4) minutes of public address on a particular agenda item. Debate, question/answer dialogue or discussion between Board members will not be counted towards the four (4) minute time limitation. The Chair may extend time with the unanimous consent of the Board or the Board by affirmative vote may extend the four (4) minute limitation. Persons will be limited to addressing the Board one (1) time on a particular matter unless otherwise allowed by an affirmative vote of the Board. Citizens wishing to offer Public Comment may sign up by phoning the MTAA Administration office at 862-2362. The Board may waive prior notice by majority vote. To make arrangements for special accommodations please call (785) 862-2362. A 48-hour advance notice is preferred. Agendas are available on Thursday afternoon prior to the regularly scheduled Board meetings at the MTAA Administration Office, Topeka Regional Airport and Business Center, 6510 SE Forbes Ave., Ste. 1, Topeka, KS 66619.

1. Inquire if Notification was given to all Requesting Notification of MTAA Board Meetings.
2. Approve Minutes of the MTAA's Regularly Scheduled Board Meetings of June 12, 2019.
3. Public Comment.
4. Adopt Agenda.

ACTION ITEMS:

5. Presentation of 2018 Audit Report by Berberich Trahan & Co., P.A.
6. Consider Approval of HTK Architects, Inc. Design and Construction Phase Services for Construction of Terminal Building Restrooms Project.
7. Final Review of 2020 Budget and Authorization to Publish the Notice of Public Hearing.

INFORMATION ONLY ITEMS:

8. Monthly Reports:
 - a. Intergovernmental Cooperation Council – No Summer Meetings
 - b. Aviation-Related Issues & Air Service – Eric Johnson
 - c. Economic Development & Leasing Activity – Eric Johnson
 - d. Monthly Financial Reports – Cheryl Trobough
9. Executive Session.

**Metropolitan Topeka Airport Authority
June 12, 2019**

Regular Monthly Meeting 3:00 PM

Chairman, Thomas Wright, brought the regular monthly meeting of the MTAA Board of Directors to order at 3:00 PM with the following Board members present: Tom Moses, Mike Wilson and Neil Dobler. Lisa Stubbs was unable to attend the meeting. Also in attendance were:

- Jay Freund of WSP USA, Inc.
- Col. J.T. O'Grady, MTAA Police & Fire Dept.
- Timothy Resner of Frieden & Forbes, LLP – Legal Counsel to the Board

Other staff members present were Eric Johnson, Cheryl Trobough and Danielle Sheehy.

Item 1. Notice.

Chairman Wright asked if everyone who requested notification had been notified of this meeting. **Ms. Trobough replied that notifications were sent.**

Item 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting of June 12, 2019.

Chairman Wright asked the Board to review the Minutes of the Regularly Scheduled Board Meeting of June 12, 2019 and inquired if there were any additions, corrections or comments to the Minutes.

Mr. Dobler moved to approve the Minutes of the Regularly Scheduled Board Meeting of June 12, 2019. Mr. Wilson seconded the motion. Motion carried.

Item 3. Public Comment

Chairman Wright inquired if there was anyone registered to speak during Public Comment. Mr. Johnson replied that there was not.

Item 4. Adopt the Agenda.

Chairman Wright inquired if there were any changes to the Agenda as presented. **Mr. Wilson made a motion to adopt the Agenda as presented. Mr. Moses seconded the motion. Motion carried.**

ACTION ITEMS:

Item 5. Consider Request for Modification to the Competitive Bids Section of the MTAA Spending Policy.

Mr. Johnson reported that the MTAA spending policy was updated just last year however, the revision did not include a provision to make purchases from equipment auctions. In 2018, after staff was unable to locate an affordable truck through a dealer, the Board approved the purchase of a bucket truck from an auction site for approximately \$20,000 less than pre-owned retail.

After the Board's action last month to allow staff to include the auction sites in the search for a forklift, legal counsel drafted language to be included in the MTAA spending policy identifying when sealed competitive bids shall not be required. The addition of Section II, 5., E. was suggested as follows:

5. Notwithstanding any provision to the contrary, sealed competitive bids shall not be required:
- A. for professional services;
 - B. for sales in an established market;
 - C. when an emergency requires immediate delivery of supplies, materials or equipment, or immediate performance of services; or
 - D. for insurance necessary to the protection of MTAA property as per MTAA Resolution No. 79-15.
 - E. **for purchases where the MTAA Board of Directors determines that only one known source exists, that only one single supplier can fulfill the requirements, that a used item which meets the requirements becomes available and is subject to immediate sale, or that it is not in the best interest of the MTAA to solicit bids in accordance with paragraphs 1, 2 or 3 of this Section II.**

With the reason for the suggested change involving purchasing through auction, Mr. Moses requested that the word "auction" be included. Mr. Resner suggested the verbiage could be modified to read **"...that a used item which meets the requirements becomes available and is subject to immediate sale, including an auction, or that it is not in the best interest of the MTAA..."**.

Mr. Moses made a motion to approve amending the MTAA spending policy as modified to include purchasing through auctions. Mr. Wilson seconded the motion. Motion carried.

Item 6. Consider Bids Received on AIP Project #3-20-0082-021 – Philip Billard Municipal Airport Taxiway Bravo – Charlie Reconstruction.

Mr. Johnson reported that construction bids for the Taxiway Bravo – Charlie Reconstruction were opened Friday, June 7 2019 at 10:00 a.m. The recommendation of award of this project would be to the contractor providing the lowest responsive bid, which was submitted by Emery Sapp & Sons, Inc. for a total bid of \$2,597,032.00.

The breakdown of the construction costs for the Taxiway Bravo – Charlie Reconstruction project is:

$$\text{FAA } \$2,337,328.80 / \text{ MTAA } \$259,703.20 = \$2,597,032.00$$

Mr. Johnson requested the Board to approve the award of the construction contract, subject to FAA approval, to Emery Sapp & Sons, Inc.

Mr. Wilson made a motion to award the construction contract for AIP Project #3-20-0082-021 for the Taxiway Bravo-Charlie Reconstruction, subject to FAA approval, to Emery Sapp & Sons, Inc. for the bid amount of Two Million Five Hundred Ninety-seven Thousand Thirty-two Dollars (\$2,597,032.00). Mr. Dobler seconded the motion. Motion carried.

Information Only Items:

Item 7. Monthly Reports

7.a. Intergovernmental Cooperation Council – No Summer Meetings

6.b. Aviation-Related Issues & Air Service – Mr. Johnson

Mr. Johnson provided the following report:

FOE

- The Terminal Building air conditioning project is nearing completion. The system was fully operational by the end of May and the contractor is working on punch-list items now. There was a glitch experienced with a recent power outage but it appears they have addressed that. The new system cost a little more than \$250,000.00 and replaced the original that was installed in 1985.

- Mr. Johnson will be attending the Kansas Association of Airports conference in Ft. Scott June 25th – 27th. This conference provides a good opportunity to meet with other airports in the state and hear from the FAA, TSA and KDOT-Aviation.
- The passenger boarding bridge was installed in 1985 and is not always operational. Staff has been researching a back-up for the loading bridge in the event of failure and there is a large aircraft requiring ADA boarding and deplaning. Estimated cost for a suitable boarding ramp is \$60,000-\$70,000.
- As talks progress on air service, staff has considered the need to provide restrooms accessible from the sterile area of the terminal. Presently, no facilities are available once passengers clear TSA security screening prior to boarding an aircraft. One option for new restrooms could use the space currently identified as the women's restroom located at the North West portion of the main lobby.

The existing women's restroom could be renovated to permanently block access from the main lobby and divide the space into two areas to accommodate both a men's room and a women's room, meeting all applicable ADA requirements.

7.c. Economic Development & Leasing Activity – Mr. Johnson

Mr. Johnson provided the following report:

- The 2019 Country Stampede will begin on Thursday, June 20 and ends on Saturday, June 22. The Maintenance Dept. will be placing barricades to close SE Forbes at Gary Ormsby Dr. The Police and Fire Department will have additional staff on patrol to address traffic, vendors and campers that attempt to overstay their welcome.

May Leasing activity –

- **LEASE ACTIVITY**

- One new agreement signed effective May 1 signed with A-1 Restaurant and Bar Supply for short-term storage in Bldg. #139;
 - One lease renewal at 2% with Rippe Enterprises for parking lot;
 - Three tenants exercised their option at a 1.5% (CPI) increase;
 - Four tenants received a 1.5% (CPI) increase; and
 - One short-term storage agreement in Bldg. #139 terminated.
- Monthly rental income increased to \$161,496 or approximately \$1,938,000 per year.

- **DELINQUENT ACCOUNTS**

- Advance Street Rod Design – after visiting with the lessee last week he indicated that they have no intentions to liquidate their assets as previously reported. Lessee indicated that we would have a call by noon today and a substantial check to pay on the balance due by the end of the day. No call was received so plans are to issue a 10-Day Right-to-Cure the default tomorrow.;
- Brackett, Inc. – The payment received in May was less than expected and falls short of covering the monthly invoice notwithstanding the delinquency. Visited with lessee who realizes they slipped in May and did not meet the deadline to pay the delinquency by May 31, but assured us they are getting back on track to cure the default – it has helped having a subtenant.;
- F&L Enterprises, LLC – (habitually late paying);
- ProMetal Fabrication LLC – starting some bad payment habits of two months at a time (last month & current month). Staff will work to get this turned around.
- R&R Pallet (habitually late paying);
- Air Explorer Squadron Post 8 – Electrical bill for Hangar #15 -there was a change in treasurer and evidently a miscommunication.

7.d. Monthly Financial Reports – Ms. Trobough

Ms. Trobough provided the following report:

- The report for the month ending 05/31/19 reflects revenue to be \$287,945 more than budgeted which is a net result from:
 - a. Taxes and Assessments receipts remain at \$35,998 more than the anticipated budget;
 - b. Landing Fees are \$25,336 more than the anticipated budget;
 - c. Fuel Flowage Fees are \$21,522 more than budgeted;
 - d. Passenger Facility Charges are \$22 more than the anticipated budget;
 - e. Lease & Rental Fees actual income reflects to be \$87,820 more than the budgeted amount;
 - f. Reimbursements total to be \$71,155 ahead of budget;
 - g. CD Interest income is \$45,990 more than the anticipated budget;
 - h. Water/Sewer Sales are \$48,944 under budget with Water/Sewer Costs reflecting to be under budget by approximately the same amount at \$32,474.
- Overall, the operating expenses are in-line with what we anticipate and depict a favorable budget variance of \$265,770.
- There were not any Capital Improvement purchases made during the month of May.

Mr. Dobler moved to accept and file the Monthly Financial Reports as presented for the month ended May 31, 2019. Mr. Moses seconded the motion. Motion carried.

Item 7. Executive Session

Chairman Wright inquired if there was a need for an Executive Session. Mr. Resner and Mr. Johnson responded that there was not.

Adjournment

Chairman Wright asked if there was any further business to discuss, hearing none the meeting adjourned at 4:50 p.m.

These official minutes were approved by the Board of Directors on July 16, 2019.

Michael J. Wilson, Secretary

Office of: President

To: Board of Directors

From: Eric M. Johnson



Subject: **Presentation of 2018 Audit Report by
Berberich Trahan & Co., P.A. (Board Action Required)**



Date: July 10, 2019

Enclosed for the Board's review is the 2018 Audit Report as prepared by Berberich Trahan & Co., P.A. Morgan Padgett and Laura Hartley will be in attendance to present the Report and address any questions the Board may have.

After the Board has reviewed and discussed the Report, it will be necessary for the Board to take action to accept and file the 2018 Audit Report.

If there are any questions, please do not hesitate to contact me.

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Approval of HTK Architects, Inc.
Design and Construction Phase Services for
Construction of Terminal Building Restrooms
Project. (Board Action Required)**



Date: July 10, 2019

As discussed during the June meeting of the MTAA Board of Directors, staff met with HTK Architects, Inc. (HTK) to develop an agreement for the design and construction phase services for constructing restrooms in the terminal building. These new restrooms will use the space currently identified as the women's restroom located at the North West portion of the main lobby.

The purpose of this construction is to provide restrooms accessible from the sterile area of the terminal. Presently, no facilities are available once passengers clear TSA security screening prior to boarding an aircraft. The existing women's restroom access will be permanently blocked from the main lobby and the space divided into two areas to accommodate both a men's room and a woman's room. A new corridor will be constructed leading from the sterile area, eliminating two small storage rooms, to the restrooms. These restrooms will meet all applicable ADA requirements.

The total fee proposed by HTK for design and construction phase services is \$12,500.00. The construction costs are estimated to be \$150,000-\$180,000. While this project was not identified in the 2019 budget, funds are available in line item 92270 – Economic Development Projects/Emergency Needs.

The standard architect's agreement provided by HTK has been reviewed by MTAA counsel and I request the Board to consider approval of this agreement at the cost, not to exceed, Twelve Thousand Five Hundred Dollars (\$12,500.00). Please contact me if you have any questions.



AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of June in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Metropolitan Topeka Airport Authority
6510 SE Forbes Ave., Suite 1
Topeka, KS 66619
785-862-2362

and the Architect:
(Name, legal status, address and other information)

HTK Architects, Inc.
900 S. Kansas Ave., Suite 200
Topeka, KS 66612
785-266-5373

for the following Project:
(Name, location and detailed description)

MTAA Restroom Renovation

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

See Exhibit "A"

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

See Exhibit "B"

.1 General Liability

Each Occurrence \$2,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$500,000

.4 Professional Liability

\$1,000,000 Per claim, \$3,000,000 Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

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completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

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§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services () visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

Init.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

Init.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional

credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$12,500.00
- .2 Percentage Basis
(Insert percentage value)

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be determined, if needed.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be determined, if needed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	25	percent (twenty-five	%)
Construction Documents Phase	50	percent (fifty	%)
Construction Phase	25	percent (twenty-five	%)
Total Basic Compensation	one hundred	percent (100	%)

Init.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

To be determined, if needed.

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

(Paragraph deleted)

Init.

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

Not needed.
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit "A", HTK Proposal Letter
Exhibit "B", HTK Certificate of Liability
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

None

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for **AIA® Document B104™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:12:13 ET on 06/20/2019.

PAGE 1

AGREEMENT made as of the 21st day of June in the year 2019

...

Metropolitan Topeka Airport Authority
6510 SE Forbes Ave., Suite 1
Topeka, KS 66619
785-862-2362

...

HTK Architects, Inc.
900 S. Kansas Ave., Suite 200
Topeka, KS 66612
785-266-5373

...

MTAA Restroom Renovation
PAGE 2

See Exhibit "A"
PAGE 3

See Exhibit "B"

Each Occurrence \$2,000,000

...

\$1,000,000

...

\$500,000

...

\$1,000,000 Per claim, \$3,000,000 Aggregate

PAGE 9

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User Notes:

(1869442635)

[X] Arbitration pursuant to Section 8.3 of this Agreement
PAGE 11

None

...

None
PAGE 12

\$12,500.00

...

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

To be determined, if needed.

...

To be determined, if needed.

...

Design Phase	<u>25</u>	percent (<u>twenty-five</u>	%)
Construction Documents	<u>50</u>	percent (<u>fifty</u>	%)
Phase				
Construction Phase	<u>25</u>	percent (<u>twenty-five</u>	%)

PAGE 13

To be determined, if needed.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

%

PAGE 14

Not needed.

...

Exhibit "A", HTK Proposal Letter
Exhibit "B", HTK Certificate of Liability

Exhibit "C", Standard Provisions Incorporated Into Contracts With The Metropolitan Topeka Airport Authority

None

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:12:13 ET on 06/20/2019 under Order No. 7013917555 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



June 20, 2019

Eric M. Johnson, President / Director of Airports
Metropolitan Topeka Airport Authority
6510 SE Forbes Ave, Suite 1
Topeka, Kansas 66619
RE: Air Terminal Restroom Renovation

Dear Eric;

Per our conversation on Tuesday, under this letter of proposal, I am providing a sample contract and a Certificate of Insurance for HTK. These Exhibits will become part of the contract.

HTK will Team with PKMR Engineers (MEP/HVAC/Plumbing) to provide Architectural and Engineering Services for the above referenced project.

As we discussed, it will be difficult to get local contractors interested in this size of project and your costs will be higher than if it were a larger project. The same thing happens with Architectural Services. I have taken my costs to the minimum I am comfortable with and offers me no room for error.

We propose the following Total Fee Request of \$12,500:

Design Phase Total Fee of \$3,125: HTK Portion \$2,125: PKMR Portion \$1,000

Construction Documents through Bidding Total Fee of \$6,250: HTK Portion \$5,250: PKMR Portion \$1,000

Construction Administration Total Fee of \$3,125: HTK Portion \$2,125: PKMR Portion \$1,000

You noted you need to have the project complete by October 1, 2019. An October 1 date is EXTREMELY difficult if we use a standard bidding process. If you can forgo the bidding process and allow us to find a Design Build contractor that you are comfortable with then we might have a shot. We could identify a contractor now and start putting together costs and quickly order materials with long lead times. Otherwise, we would have to follow the below almost impossible schedule:

Start design and review and Owner Approval to move forward: July 11 thru July 16

Construction Documents: July 16 thru July 24

Bidding Period: July 29- August 8

Sign Contract and Construction Start: August 15

Construction Complete: October 1, 2019

I think the risk of not being complete on October 1, will be high in the standard bidding process.

Thanks;

A handwritten signature in black ink, appearing to read 'R.K.B.', followed by a long, horizontal, slightly wavy line that extends to the right.

R. Keith Blackburn, Vice-President
HTK Architects, Inc



EXHIBIT "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carpenter & Company, Inc. 8301 State Line Road, Ste. G-A Kansas City MO 64114	CONTACT NAME: Ann Talbott		
	PHONE (A/C, No, Ext): (816) 932-9333	FAX (A/C, No):	
INSURED Horst, Terrill & Karst Architects, PA 900 S Kansas Ave Ste 200 Topeka KS 66612	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Casualty Insurance Co		
	INSURER B: Hartford Underwriters Insurance		
	INSURER C: Hartford Fire Insurance Company		
	INSURER D: Continental Casualty Company		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: Cert ID 2522

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			37SBAAP6733	06/25/2018	06/25/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			37UECAK7338	06/25/2018	06/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			37SBAAP6733	06/25/2018	06/25/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37WECPL5976	06/25/2018	06/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			AEH008225054	06/26/2018	06/26/2019	Per claim \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Kendall Construction

2551 NW Button Road

Topeka KS 66618

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Talbott

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EXHIBIT C

STANDARD PROVISIONS INCORPORATED INTO CONTRACTS WITH THE METROPOLITAN TOPEKA AIRPORT AUTHORITY

The Metropolitan Topeka Airport Authority ("MTAA") and the undersigned contractor/vendor ("Contractor/Vendor") agree that the following provisions are incorporated into and made a part of their agreement dated the _____ day of _____, 20____ and to which this document is attached (the "Agreement").

1. To the extent that any term of this document is inconsistent with any term of the agreement to which it is attached, the term of this document shall control.

2. The MTAA is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* If sufficient funds are not appropriated to continue the functions contemplated by the Agreement or for the payment of the charges hereunder, the MTAA may terminate the Agreement at the end of its current fiscal year. The MTAA agrees to give written notice of termination to the Contractor/Vendor at least thirty (30) days prior to the end of its current fiscal year. The Contractor/Vendor shall have the right, at the end of such fiscal year, to take possession of any of its equipment, leased or otherwise, provided to the MTAA under the contract. The MTAA will pay to the Contractor/Vendor all regular, contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the Agreement by the MTAA, title to and possession of any equipment purchased by the MTAA, under contract, but not fully paid for, shall revert to the Contractor/Vendor at the end of MTAA's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the MTAA or the Contractor/Vendor.

3. The Contractor/Vendor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and not to discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in hiring, employment practices or in the administration of its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of subparagraph (c) above; (f) that a finding by an administrative agency or court of competent jurisdiction that the Contractor/Vendor has failed to comply with the requirements of subparagraph (a) above or a failure by the Contractor Vendor to comply with any of the requirements of subparagraphs (b), (c) or (d) above shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended in whole or in part by the MTAA.

4. The MTAA shall not be responsible for, nor indemnify for, any federal, state or local taxes which may be imposed or levied upon the subject matter of the Agreement.

5. The MTAA shall not be required to purchase, any insurance against loss or damage to any personal property to which the Agreement relates, nor shall the Agreement require the MTAA to establish a "self-insurance" fund to protect against any such loss or

damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Contractor/Vendor shall bear the risk of any loss or damage to any personal property to which the Contractor/Vendor holds title.

VENDOR/CONTRACTOR:

Print Name: _____

Title: _____

Date: _____

METROPOLITAN TOPEKA AIRPORT AUTHORITY

By: _____

Title: _____

Date: _____

Office of: President
To: Board of Directors

From: Eric M. Johnson



Subject: **Final Review of 2020 Budget and
Authorization to Publish the Notice
of Public Hearing. (Board Action Required)**



Date: July 10, 2019

Enclosed for the Board's review are Draft #3 of the 2020 Budget and documents provided by the State of Kansas for the completion and submission of the 2020 Budget.

The 2020 levy limit is determined by calculations on the Computation page of the State of Kansas' budget forms. According to this computation, the MTAA's maximum Ad Valorem tax levy for 2020 without requiring the adoption of a resolution and publication of the budget approval vote is \$3,577,680.

Based upon the budget as presented, the mill levy for the 2020 budget is 2.035 and the MTAA's Ad Valorem tax levy will be \$3,518,827. Therefore, a resolution and published Notice of Vote **will not** be required this year.

After the Budget Work Session, any changes to the itemized budget form made during the meeting will be reflected on the State's form and provided to the Board for their review and approval for publication.

Plans are to publish the notice immediately on the MTAA website and in the Topeka Metro News on July 22 or July 29. Either date will satisfy the requirement of publication ten (10) days prior to the Public Hearing on August 13, 2019.

If there are any questions, please do not hesitate to contact me.

NOTICE OF BUDGET HEARING

State of Kansas
Special District
2020

The governing body of
Metropolitan Topeka Airport Authority
Shawnee County

will meet on August 13, 2019 at 2:30 PM at Combat Air Museum, 7016 SE Forbes Ave., Topeka, KS 66619 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to levied. Detailed budget information is available at MTAA Administrative Office, 6510 SE Forbes Ave., Topeka, KS 66619 and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2020 Expenditures and Amount of 2019 Ad Valorem Tax establish the maximum limits of the 2020 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual 2018		Current Year Estimate for 2019		Proposed Budget Year for 2020		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	Estimate Tax Rate*
General	5,450,171	2.054	6,672,001	2.037	7,965,506	3,518,827	2.035
Debt Service							
Non-Budgeted Funds	14,864,924						
Totals	20,315,095	2.054	6,672,001	2.037	7,965,506	3,518,827	2.035
Less: Transfers	0		0		0		
Net Expenditures	20,315,095		6,672,001		7,965,506		
Total Tax Levied	3,335,400		3,449,180		xxxxxxxxxxxxxxxx		
Assessed Valuation	1,625,838,045		1,695,209,894		1,728,841,560		

Outstanding Indebtedness,

Jan 1,	2017	2018	2019
G.O. Bonds	0	0	0
Revenue Bonds	0	0	0
Other	800,619	664,975	525,078
Lease Pur. Princ.	0	0	0
Total	800,619	664,975	525,078

*Tax rates are expressed in mills.

//Thomas E. Wright//
Chairman of the Board

Page No. 8

Activity Report



Topeka Regional Airport

FOE FAA TOWER OPERATIONS	Jun-19	Jun-18	Jun-17	2019	2018		2017	
				Accumulated Totals Y-T-D	Y-T-D Through June	Calendar Yr Totals	Y-T-D Through June	Calendar Yr Totals
Air Carrier	3	5	18	170	92	126	118	176
Air Taxi	21	42	20	173	226	390	183	373
Itinerant General	588	444	539	2,216	2,282	4,283	2,632	5,479
Itinerant Military	624	147	430	2,742	1,506	2,503	2,104	3,923
Local Civil	66	25	86	352	237	425	341	655
Local Military	642	19	154	2,977	1,155	1,915	1,745	2,870
GRAND TOTAL	1,944	682	1,247	8,630	5,498	9,642	7,123	13,476

PASSENGER ACTIVITY	Jun-19	Jun-18	Jun-17	2019	2018		2017	
				Accumulated Totals Y-T-D	Y-T-D Through June	Calendar Yr Totals	Y-T-D Through June	Calendar Yr Totals
COMMERCIAL SERVICE								
Passengers Enplaned	-	-	-	-	-	-	-	-
Passengers Deplaned	-	-	-	-	357	-	517	-
Aircraft Landed	-	-	-	-	-	-	-	-
CHARTERS								
Passengers Enplaned	-	188	56	2,201	1,716	3,288	2,249	4,435
Passengers Deplaned	-	215	69	1,804	1,789	3,077	2,146	3,920
Aircraft Landed	-	4	3	52	53	76	62	99
MILITARY CHARTERS								
Passengers Enplaned	-	-	-	8,490	721	721	877	877
Passengers Deplaned	96	-	726	3,571	407	407	726	726
Aircraft Landed	1	-	8	71	14	27	22	29
Combined Total Passengers Enplaned	-	188	56	10,691	2,437	4,009	3,126	5,312
Combined Total Passengers Deplaned	96	215	795	5,375	2,553	3,484	3,389	4,646



Billard Airport

TOP FAA TOWER OPERATIONS	Jun-19	Jun-18	Jun-17	2019	2018		2017	
				Accumulated Totals Y-T-D	Y-T-D Through June	Calendar Yr Totals	Y-T-D Through June	Calendar Yr Totals
Air Carrier	0	0	0	0	2	6	2	6
Air Taxi	67	200	164	484	984	1,704	839	1,490
Itinerant General	1,323	962	0	5,332	6,219	10,258	6,376	13,412
Itinerant Military	62	91	199	353	699	1,129	628	1,099
Local Civil	616	496	812	2,904	3,802	6,104	4,978	8,823
Local Military	0	4	12	6	52	56	108	174
GRAND TOTAL	2,068	1,753	1,187	9,079	11,758	19,257	12,931	25,004

DELINQUENT ACCOUNTS AS OF JUNE 30, 2019											
NAME OF BUSINESS		TOTAL PAST DUE	JUNE CHARGES	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120 DAYS PAST DUE	ACTION			
								T E L	L R	A G R	L G L
TOPEKA REGIONAL BUSINESS CENTER:											
- CURRENT TENANTS -											
ADVANCE STREET ROD DESIGN	RENT/FC	\$10,603.98	\$3,225.76	\$3,334.83	\$3,356.45	\$686.94	\$0.00	X	X	X	
BRACKETT INC	RENT/FC	\$4,118.75	\$4,058.93	\$59.82	\$0.00	\$0.00	\$0.00	X	X	X	
F & L ENTERPRISES	RENT/FC	\$5,566.21	\$2,867.83	\$2,618.58	\$41.91	\$37.89	\$0.00	X	X		X
SARIK SHIPPING	RENT/FC	\$313.50	\$313.50	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
PROMETAL FABRICATION LLC	RENTFC	\$1,098.05	\$1,082.29	\$15.76	\$0.00	\$0.00	\$0.00	X	X		
R & R PALLET	RENT/FC	\$22,600.70	\$21,947.44	\$329.04	\$324.22	\$0.00	\$0.00		X		
SUBTOTAL		\$44,301.19	\$33,495.75	\$6,358.03	\$3,722.58	\$724.83	\$0.00				
- VACATED TENANTS -											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
TOPEKA REGIONAL AIRPORT:											
- TENANTS -											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
- AIRPORT USER LANDING FEES -											
ELITE AIRWAYS LLC	LANDING FEES	\$1,568.50	\$0.00	\$0.00	\$149.50	\$597.50	\$821.50	X	X		
RVR AVIATION	LANDING FEES	\$408.54	\$0.00	\$0.00	\$408.54	\$0.00	\$0.00		X		
VIA AIR	LANDING FEES	\$495.38	\$0.00	\$0.00	\$408.54	\$86.84	\$0.00		X		
SUBTOTAL		\$2,472.42	\$0.00	\$0.00	\$966.58	\$684.34	\$821.50				
PHILIP BILLARD:											
BILLARD AIRPORT RESTAURANT	RENT/FC	\$1,172.07	\$1,137.65	\$34.42	\$0.00	\$0.00	\$0.00	X	X		
SUBTOTAL		\$1,172.07	\$1,137.65	\$34.42	\$0.00	\$0.00	\$0.00				
WATER & SEWER:											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
GRAND TOTALS		\$47,945.68	\$34,633.40	\$6,392.45	\$4,689.16	\$1,409.17	\$821.50				

ACTION LEGEND:
TEL - CONTACTED BY TELEPHONE/IN PERSON
LTR - SENT STATEMENT, LETTER, EMAIL
AGR - PAYMENT AGREEMENT

Metropolitan Topeka Airport Authority
Monthly Leasing Activity Report
June 2019

TENANT	FACILITY	ANNUAL RENT	
		FROM	TO
NEW:			
A-1 Restaurant and Bar Supply, LLC	260	\$0.00	\$26,400.00
Sarik Shipping, LLC	Lot 260E	\$0.00	\$3,600.00

RENEWALS DUE: (CPI%)

OPTIONS: (CPI 1.9%)

M. Lewis Properties	248	\$2,298.72	\$2,342.40
---------------------	-----	------------	------------

INCREASES: (%)

DECREASES:

MISCELLANEOUS:

****MONTHLY INCOME CHANGES****

New Annl. Rate	\$32,342.40
Old Annl. Rate	\$2,298.72
Annual Diff.	\$30,043.68
/12	\$2,503.64
Mo. Adj.	\$0.00
Mo. Incr. (Decr.)	\$2,503.64

Metropolitan Topeka Airport Authority
Monthly Gross Rental Income Report
June 2019

TOPEKA REGIONAL AIRPORT

	TENANT		FACILITY	MONTHLY RENT
1	Air National Guard		Jt. Use. Agreement	\$5,465.83 *
2	American Flight Museum	1	612	\$1,245.99
3	Combat Air Museum	2,3	602/604	\$276.26
4	Freeman Holdings LLC	4	600	\$1,575.75
	" "	5	601	\$3,982.63
	" "	6	609	\$2,312.68
	" "	7	610 - Suite 10,11	\$5,162.32
	" "	9	Land Lease (#613)	\$719.62
	" "	10	619	\$2,229.45
	" "	11	627	\$480.91
	" "	12	697	\$367.02
	" "	13	178	\$59.54
5	Gary Properties LLC	14	626	\$1,716.03
6	Haselwood Farm Inc.	15	Farm	\$156.76 ***
	Haselwood Farm Inc.	16	Farm A	\$100.28 ***
	Haselwood Farm Inc.	17	Farm B	\$707.88 ***
	Haselwood Farm Inc.	18	Farm C	\$92.38 ***
7	Pettit, Brooks	19	603 - 240sf	\$50.00
8	Shawnee County	20	667 (Firing Range)	\$500.00 ****
9	Topeka Police Dept.	21	669 (Firing Range)	\$99.09 ***
				\$27,300.42

	TENANT		FACILITY	MONTHLY RENT
1	A-1 Restaurant and Bar Supply	1	252	\$ 2,750.00
	A-1 Restaurant and Bar Supply	2	139	\$ 500.00
	A-1 Restaurant and Bar Supply	3	260	\$ 2,200.00
2	AT&T Services, Inc.	4	280	\$429.26
3	Advanced Coatings Inc.	5	137	\$825.51 **
4	Baston Global	6	657	\$1,510.06
5	Blue Jazz Java LLP	7	243	\$2,173.62
6	Brackett, Inc.	8	451	\$3,838.56
7	Chigbo Nzewke	9	181	\$51.10
8	Coca-Cola Enterprises, Inc.	10	Land Lease (#400)	\$1,921.00
9	Concrete Supply of Topeka, Inc.	11,12,13	147-148-149	\$1,576.97
10	F&L Enterprises Inc. dba WOW Truck and RV Wash	14	Land Lease (#100)	\$1,815.00
11	Federal Aviation Administration	18	620	\$862.27
12	FedEx Freight	16	Lot	\$600.00
13	Gallery Classic, Inc.	17	384	\$4,250.00
14	Groendyke Transport Inc	18	6N Lot A	\$607.39
15	Ground 1, LLC	19	Land Lease (#453)	\$5,798.61
16	H2I, LLC	20	Land Lease (#255)	\$647.40
17	Henderson, Brad d/b/a Heartland Tree Service	21	260W Parking Lot	\$300.00
18	HP Enterprise Services (HPES)	22	Parking Lot #1	\$252.85
	" " "	23	Parking Lot #2	\$252.85
	" " "	24	Parking Lot #3	\$104.00
19	Houser Enterprises, Inc	25	167	\$6,000.00
	" " "	26	Parking Lot #4	\$241.86
20	JSLewis, Inc.	27	415	\$361.61
21	Joe Conroy Contractor Inc	28	225	\$1,239.09
22	Kansas Sand & Concrete, Inc	29	Axton St - Lot A	\$1,150.65
23	Klaton Real Estate, LLC	30	Land & Bldg. Lease (#622)	\$1,451.13
24	Koelling, Michelle & Duke d/b/a MDK	31	801	\$1,169.04
25	LMC, Inc.	32	321	\$359.63
	" " "	33	Land Lease (#383)	\$222.06
	" " "	34	820	\$1,118.42
	" " "	35	Land Lease (#621)	\$247.33
26	Lewis, Mark A. d/b/a M. Lewis Properties	36	248	\$195.20
	" " "	37	629	\$441.18
27	McPherson Contractors Inc.	38	452	\$1,082.45
28	Mr. O Auto Sales, LLC	39	183	\$318.04
29	Murray, Christopher d/b/a Mid-America Painting	40,41	123/129	\$522.75
30	NFI Interactive Logistics LLC	42	University & Bleckley Lot	\$351.82
31	Paul L Kirk	43	140	\$2,720.00
32	ProMetal Fabrication, LLS	44	379	\$950.00
33	R & R Pallet of Garden City, Inc	45	170 A	\$6,196.33
	R & R Pallet of Garden City, Inc	46,47,48	170 B/C & Axton Lot B	\$10,767.01
	R & R Pallet of Garden City, Inc.	49	Engle Lot	\$746.49
	R & R Pallet of Garden City, Inc.	50	170-D	\$3,801.20
34	Rippe Enterprises	51	Lot A 61st Street	\$542.79
35	Rural Development Corp.	52	281	\$1,749.16
	" " "	53,54	638/818	\$1,820.59
	Rural Development Corp. 1	55	624	\$1,136.52
	" " "	56	Lot J	\$152.47
	" " "	57	Lot K	\$875.44
36	Sarik Shipping, LLC	58	Lot 260E	\$300.00
37	SEKESC - Greenbush	59	605	\$10,417.50
38	Sports Car Club of America	60	300	\$6,976.58
39	Sunflower Auto Auction, LLC	61	131	\$3,345.34
40	Topeka Construction, LLC	62,63	Land & Bldg. Lease (#449 & #450)	\$1,042.69
	" " "	64	Land & Bldg. Lease (#448)	\$324.58
41	Tony Lynch d/b/a T&J Repair	65	114	\$1,543.50
42	T.R. Management Inc.	66	154	\$982.20
	" " "	67	344	\$2,312.99
43	UAR Direct, LLC	68	197	\$914.33
44	Vaerus Aviation, Inc.	69	151	\$1,280.00
45	Washburn Institute of Technology	70	Lot Z University & Dwight	\$500.00
46	Westar Energy	71	Lot S University & Fager	\$1,750.00
				\$ 112,886.42

TENANT			FACILITY	MONTHLY RENT
1	Billard Airport Restaurant	1	4 - Suite 2	\$1,020.33
2	Heartland Airplanes, LLC	2	9	\$236.44
3	Hetrick Aviation, LLC	3	26	\$3,416.43
4	Kaw Valley Aviation, LLC	4	T-Hangars, Fuel Farm	\$3,601.10 *****
	" "	5	4 - Suite 5 & 6	\$1,227.55
	" "	6	7	\$1,230.21
5	Meier, Robert J. dba Meier Farm	7	Farm	\$2,025.23 ***
6	Meier, Todd/Arthur dba Riverside Far	8	Farm	\$2,164.77 ***
7	NOAA	9	Weather Station	\$3,536.73
8	New-Jetz, LLC	10	Land (#27)	\$562.74
9	R&B Aircraft	11	10	\$850.04
	" "	12	12	\$53.96
10	Teamsters Local Union #696	13,14,15	1,2,3	\$1,900.28
11	Technical Applications & Consulting	16	17	\$1,636.80
12	Walga, MTE	17	4 - Suite 7&8	\$350.08
				\$23,812.69
<hr/>				
GRAND TOTALS				
67	TENANTS	109	FACILITIES	\$163,999.53

*Paid Quarterly

** Paid Semi-Annually

***Paid Annually

****Paid 10 Yrs in Advance

*****Minimum Guarantee

Metropolitan Topeka Airport Authority
Monthly Lease Income Net Change Report
June 2019

	June 2019	May 2019	APR 2019	MAR 2019	FEB 2019	JAN 2019	DEC 2018	NOV 2018	OCT 2018	SEPT 2018
TOPEKA REGIONAL AIRPORT										
TENANTS	9	9	9	9	9	9	9	10	10	10
FACILITIES LEASED	21	21	21	21	21	21	21	22	22	22
TOPEKA REGIONAL BUSINESS CENTER										
TENANTS	46	45	46	43	42	43	43	44	43	43
FACILITIES LEASED	71	69	69	69	68	69	69	70	69	69
PHILIP BILLARD AIRPORT										
TENANTS	12	12	12	12	12	12	12	13	13	13
FACILITIES LEASED	17	17	17	17	17	17	17	18	18	18
TOTAL										
TENANTS	67	66	67	64	63	64	64	67	66	66
FACILITIES LEASED	109	107	107	107	106	107	107	110	109	109
MONTHLY LEASE INCOME	\$ 164,000	\$ 161,496	\$ 160,915	\$ 156,002	\$ 154,658	\$ 155,936	\$ 154,856	\$ 156,774	\$ 154,806	\$ 154,593
NET CHANGE	\$ 2,504	\$ 581	\$ 4,914	\$ 1,344	\$ 1,278	\$ 1,080	\$ (1,919)	\$ 1,968	\$ 213	\$ 181