

MTAA Board Meeting 3:00 PM

Monday, September 18, 2023

**MTAA Administrative Office – Board Room
6510 SE Forbes Ave., Building #620**

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. Public Comment.
3. Adopt Agenda.

ACTION ITEMS:

4. Consider Remodeling Expenditure for 438 SE 61st St. (Building #167).
5. Consider Acquisition of Furniture for TOP Terminal Building.
6. Consider Approval and Implementation of T-Hangar Lease Form.

ITEM TO BE ADDED to Published Agenda:

6.a. Consider Lift Station Easements Requested by the City of Topeka at Billard Airport.

DISCUSSION ITEMS:

7. Review Submitted Proposals for Billard Airport Restaurant Operator.
8. Security Fence at Billard Airport.
9. Electric work / meters on Billard T-hangars.
10. Billard Business Center (office space rental, et al. in the old Billard Terminal).
11. Forbes Terminal Parking Lot.
12. Leasing Policy.
13. Future monthly meeting reports / agenda items
 - a. Maintenance reports
 - b. Financial reports
 - c. Monthly fuel sales at Billard
 - d. Directors Comments

INFORMATIONAL ITEMS:

14. Monthly Reports:
 - a. Aviation-Related Issues & Air Service – Eric Johnson
 - b. Economic Development & Leasing Activity – Curtis Sneden
15. Executive Session.

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Remodeling Expenditure for
438 SE 61st St. (Building #167)
(Board Action Required)**



Date: September 18, 2023

Curtis Sneden has been negotiating a commercial lease for the occupancy of one-half of the building located at 438 SE 61st St. (Building #167) in the Topeka Regional Business Center. The entire 32,000 square foot building is currently subject to a lease with an existing tenant who desires to be released from their lease. The proposed lease will be two years, with two 2-year options.

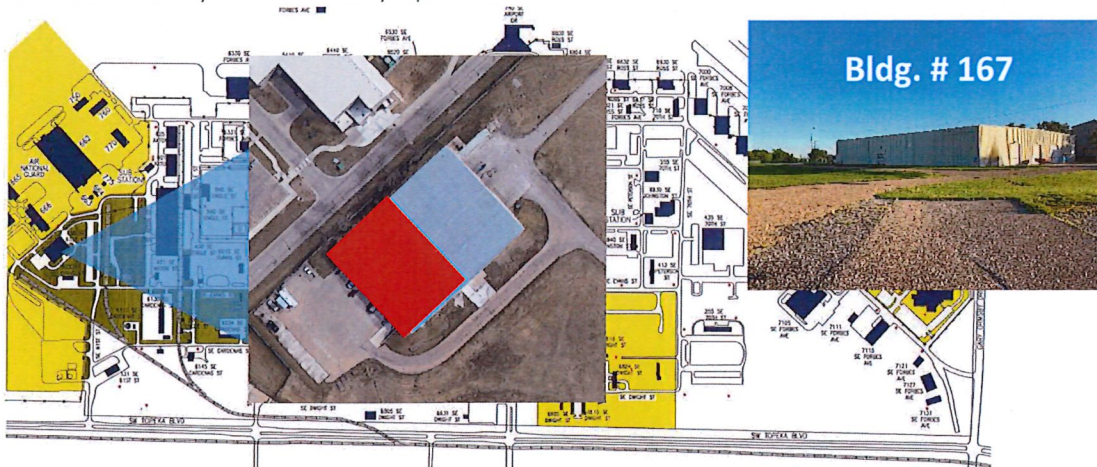
One condition of the proposed lease is MTAA's construction of a demising wall which will separate the desired north half of the building from the south half which will not be occupied by the prospective Tenant. The prospective Tenant will absorb the cost of the demising wall through the negotiated rental rate.

Staff has obtained four quotes for the cost of constructing the demising wall. They range from \$46,100 to \$77,650. Staff continues to investigate the most cost-effective approach to demising this space to meet the prospective tenant's needs.

Notwithstanding that the Tenant will reimburse MTAA for the cost of the wall over the course of the lease and that MTAA will not commence construction of the wall unless and until the new lease is fully executed, there are expenditures to be included in this project that weren't necessarily budgeted in 2023, but funds are available in the Capital Improvements – Buildings line item.

I request the Board's approval of the expenditure not to exceed \$77,650 to construct a demising wall in Building #167 on the conditions described above.

Please contact me if you have any questions.





Hi-Tech Interiors, Inc.

5006 Skyway Drive
Manhattan, KS 66503
(785) 539-7266
(Fax (785) 539-6110
Email: hitech@hitechinteriors.com

Date: August 15, 2023

PROPOSAL

Job Name: Topeka Airport Storage Building

Proposal To: Terry Poley

Scope: We hereby submit estimates for all labor and materials involved in the following:

Sections: Build 1 hr separation wall through storage building

6" 20 ga metal stud framing
5/8 Drywall - 1 layer both sides
R19 Batt Insulation
Fire Caulking at head of wall and structure penetrations

Fire TAPe Included

Need

Exclusions:

Cleanup by us, haul off by others
No moving of items in the space
No demolition
No temporary heat/electricity
No mold protection

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of :

No addendums noted

*****\$ 46,190.00 U. S. Dollars*****

Fees for building Permits and Bonds (excluded)
Fees for Sales Tax on materials (included)
Fees for Labor Insurance and Taxes (included)

Authorized Signature: _____

Marcus Meeker
Marcus G. Meeker

Acceptance of Proposal - Terms: This proposal, including all provisions as shown, is valid for only 30 days, and when accepted by you becomes a contract in full force and effect.

Acceptance Date: _____ Signature: _____

Signature: _____

B and T Construction
 6726 NW Rochester Rd
 Topeka, Ks 66617
 785-220-5425

PROPOSAL # Wall – CS-8-28-23

BUYER (and billing address if different from site):					PROJECT (site address):						
Customer:	MTAA				Project:	Building 167					
Address:	6510 SE Forbes Ave				Address:	438 SE 61 st St					
City:	Topeka	State:	KS	Zip:	66619	City:	Topeka	State:	KS	Zip:	66619

Submitted By:	Chris Starr	Title:	Sales / Estimating	Phone:	785-250-2267	E-Mail:	chris@bandtconstructionks.com
Submitted To:	Curtis Sneden	Proposal Date:	August 28, 2023				

SCOPE OF WORK:

Option #1 - \$57,187.00

- Install 2x6 18ga metal stud framing from floor to bottom of beam roughly 20' tall and 155' long
- Install insulation in new wall framing
- Install 5/8" type X drywall each side of framing from ground to roof
- Finish drywall ready to paint
- Fire caulk all penetrations through wall and at floor and ceiling
- Paint wall with 1 coat primer and 2 coats of paint

Option #2 - \$51,144.00

- Install 2x6 wood stud framing from floor to bottom of beam roughly 20' tall and 155' long
- Install insulation in new wall framing
- Install 5/8" type X drywall each side of framing from ground to roof
- Finish drywall ready to paint
- Fire caulk all penetrations through wall and at floor and ceiling
- Paint wall with 1 coat primer and 2 coats of paint

From: David Barkes <dave@flintheillsconstruction.com>

Date: August 11, 2023 at 11:01:17 AM CDT

To: Ed Eller <ed@kscommercial.com>

Subject: MTAA Bld 167 Demising Wall

Ed, Scope of work for 150 LF of demising wall. New wall up 20', rock over existing plywood top. This bid includes both sides of the wall.

1. Frame in using Drywall 20ga. Metal studs 16" on center with 2 rows of 1 1/2" channel iron running horizontally high and low.
2. Insulate wall cavity below the plywood top with R-19 unfaced sound batts.
3. Hang and finish ready for paint using 5/8" Fire Code drywall.
4. Paint with one coat of drywall primer and two coats of finish paint.
5. Install painted wood 1 x 6 at floor.
6. All clean up.

Including any applicable sales tax: \$68,400

Note: This does not include any demolition of existing walls or framing. Area will be clear and open ready for work.

September 6, 2023

Mr. Matt Anstaett
MTAA

Re: Wall

Thank you for the opportunity to provide this proposal for the following.

1. Supply labor and materials to install approx. 4,500 sq. ft. wall in existing warehouse. This will include 6" metal studs 20ga, R19 Batt insulation, 1ea. layer of 5/8" sheetrock on each side this includes the OSB portion. 1 layer of mud/tape sanded with 1 coat of latex primer paint.
2. MTAA to supply dumpster for debris, electrical, lighting, and access to building.

Price for this work will be \$77,650.00.

Price excludes tax, overtime, permits, mold/vapor protection. Moving of equipment in the way,

Please give me a call with any questions.

Very Truly Yours
CSM

Howard Brooks III
Field Supervisor
(785) 289-3877
howardb@csm828.com

CREATE. SUPPLY. MAINTAIN.

828 NW BUCHANAN ST • TOPEKA, KS 66608 • 785.357.6200 • customsheetmetalkansas.com



Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider Acquisition of Furniture for
TOP Terminal Building.
(Board Action Required)**



Date: September 13, 2023

Construction of the new Billard Airport Terminal is progressing with anticipated completion in late November. With that in mind, staff met with Jennie Miller of Interior Landscapes to select furniture for the new terminal building. Interior Landscapes is a certified Women's Business Enterprise and can offer the MTAA State bid pricing for the items required to complete the furnishing of the building. As a reminder, the items purchased for the FBO in December 2022 will be used in the new location.

Interior Landscapes provided individual costs for each piece of furniture for the Common Area, Conference Room, FBO, Storage and outdoor seating. The total proposed cost is \$131,270.53 however, there are opportunities to reduce that should the board choose. For example, selecting a more industrial look for the outdoor seating reduces costs by \$4,384.04. Selecting different furniture for the FBO Lobby could reduce the price by approximately \$3,500.00 and eliminating three tables and twelve chairs in the common area saves more than \$4,400.00. Additionally, purchasing office and conference room chairs similar to those recently purchased for staff would further reduce the price by more than \$4,000.00.

I recommend the MTAA Board of Directors authorize staff to contract with Interior Landscapes for the purchase of furniture described in the attached proposal at a total cost not to exceed One Hundred Thirty-One Thousand Two Hundred Seventy Dollars and Fifty-three Cents. (\$131,270.53). Efforts to reduce this cost will be coordinated with Interior Landscapes.

Please contact me if you have any questions.

Proposal Date: 8/31/2023





METROPOLITAN TOPEKA AIRPORT AUTHOR





BILLARD AIRPORT
TERMINAL FURNISHINGS








2121 Central Suite 144
Kansas City, MO 64108
www.interscape.biz
816-842-2120

Page 1 of 15






Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
BUSINESS 118						
1	1			\$0.00	\$0.00	\$0.00
BUSINESS 118			STATE OF KANSAS CONTRACTS, NO#43963, KIM#43970, ILS#46186			
2	1			\$1,230.00	\$541.20	\$541.20
BUSINESS 118			K56TMUFA JOYA, TASK, MESH BACK, UPH SEAT, FULLY ASSEMBLED BLACK FRAME, BLACK STD MESH GRADE 7 REEF PRO SALTWATER 3D ARMS SYNCHRO, FOUR LOCK, SLIDER CINDER PLASTIC BLACK HARD DUAL WHEEL			
3	2			\$655.00	\$291.48	\$582.96
BUSINESS 118			N44GA1WIM JEWEL, STACKER, ARMS, BRIGHTON			
4	2			\$127.00	\$56.52	\$113.04
BUSINESS 118			WW1228SSL WAVEWORKS, 12DX28H, SUPPORT PANEL, LAMINATE MIDTOWN			
5	1			\$877.00	\$390.27	\$390.27
BUSINESS 118			WW2318PUFFL WAVEWORKS, 23DX18W, PEDESTAL, FILE/FILE, UNDERS URFACE, LAMINATE CURVED, PLATINUM METALLIC NO GROMMET SPECIFY 1 SILVER CORE SEPARATE MIDTOWN MIDTOWN			






Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
6	1		WW2328EPL	\$272.00	\$121.04	\$121.04
BUSINESS 118			WAVEWORKS,23DX28H,END PANEL,LAMINATE			
			NO GROMMET			
			NO MODIFIED DEPTH (STANDARD)			
			MIDTOWN			
7	1		WW233629PU11L	\$1,802.00	\$801.89	\$801.89
BUSINESS 118			WAVEWORKS,23DX36WX29H,PEDESTAL,LEFT,MULTIFUNCTIONAL BB/F/LF,LAM			
			CURVED,PLATINUM METALLIC			
			NO GROMMET			
			SPECIFY 2 SILVER CORE SEPARATE			
			MIDTOWN			
			MIDTOWN			
8	1		WW2460WSSDL	\$441.00	\$196.25	\$196.25
BUSINESS 118			WAVEWORKS,24DX60W,SURFACE,RECTANGULAR,HPL			
			FILLER			
			SOFTENED,MIDTOWN			
			GROMMET,CENTER			
			NO WIRE MANAGER			
			NO MODIFIED DEPTH (STANDARD)			
			NO MODIFIED WIDTH (STANDARD)			
			STANDARD LAMINATE			
			MIDTOWN			
9	1		WW2496WSSDL	\$688.00	\$306.16	\$306.16
BUSINESS 118			WAVEWORKS,24DX96W,SURFACE,RECTANGULAR,HPL			
			MAIN			
			SOFTENED,MIDTOWN			
			GROMMET,RIGHT			
			NO WIRE MANAGER			
			NO MODIFIED DEPTH (STANDARD)			
			NO MODIFIED WIDTH (STANDARD)			
			STANDARD LAMINATE			
			MIDTOWN			
10	1		WW3640BCOFL	\$755.00	\$335.98	\$335.98
BUSINESS 118			WAVEWORKS,36WX40H,BOOKCASE,OPEN,FREESTANDING,LAMINATE			
			MIDTOWN			


Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
11	1		WW3672DRFL1	\$2,238.00	\$995.91	\$995.91
BUSINESS 118			WAVEWORKS,36DX72W,DESK,RIGHT PEDESTAL,BBF,HPL			
			SOFTENED,MIDTOWN			
			CURVED,PLATINUM METALLIC			
			GROMMET,LEFT			
			SPECIFY 1 SILVER CORE SEPARATE			
			STANDARD LAMINATE			
			MIDTOWN			
			MIDTOWN			
			MIDTOWN			
12	1		WW5427MPVL	\$266.00	\$118.37	\$118.37
BUSINESS 118			WAVEWORKS,54WX27H,MODESTY PANEL,FULL,VERT GRAIN,LAMINATE			
			MAIN			
			NO MODESTY GROMMET			
			NO MODIFIED WIDTH (STANDARD)			
			MIDTOWN			
13	1		WW6027MPVL	\$303.00	\$134.84	\$134.84
BUSINESS 118			WAVEWORKS,60WX27H,MODESTY PANEL,FULL,VERT GRAIN,LAMINATE			
			FILLER			
			HALF MOON GROMMET			
			NO MODIFIED WIDTH (STANDARD)			
			MIDTOWN			
14	1		NAC0236SUR	\$180.00	\$80.10	\$80.10
BUSINESS 118			ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK			
15	1		NACMA2GFB	\$968.00	\$430.76	\$430.76
BUSINESS 118			ACCESSORIES,MONITOR ARM,DOUBLE, GROMMET MOUNT,BLACK			
16	4		NCCB001S	\$28.00	\$12.46	\$49.84
BUSINESS 118			CASEGOODS,LOCK CORE WITH KEY,SILVER,NO 001			

Sub Total: \$5,198.61

COMMON 113




Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
17	66		N44GM1WIM	\$531.00	\$236.30	\$15,595.80
COMMON 113			JEWEL,STACKER,ARMLESS,BRIGHTON			
18	1		N93B2S54	\$2,230.00	\$992.35	\$992.35
COMMON 113			FRINGE,BENCH,54W 2 SEAT			
			GRADE 2			
			BLISS AZURE			
			NO FRONT SEAT GROMMET			
			NO END SEAT GROMMET			
			WOOD LEG,MIDTOWN			
			SOFT GLIDE			
19	7		N93GB2	\$78.00	\$34.71	\$242.97
COMMON 113			FRINGE,GANGING CONNECTOR BRACKET,SET OF 2			
20	4		N93H2OMX	\$4,206.00	\$1,871.67	\$7,486.68
COMMON 113			FRINGE,HIGH BACK,2 SEAT,CLEAN-OUT,ARMLESS,CONTRAST			
			CUSTOMER'S OWN MATERIAL			
			BACK UPHOLSTERY PATTERN COLOR			
			BRENTANO VITREUM SANTORINI			
			GRADE 2			
			SEDONA MESA			
			CUSTOMER'S OWN MATERIAL			
			EXTREME BACK UPH PATTERN COLOR			
			BRENTANO VITREUM SANTORINI			
			GRADE 2			
			SEDONA MIDNIGHT			
			GRADE 2			
			SEDONA MIRAGE			
			NO FRONT SEAT GROMMET			
			WOOD LEG,MIDTOWN			
			SOFT GLIDE			
21	26		5831-01	\$0.00	\$120.73	\$3,138.98
COMMON 113			BRENTANO COM VITREUM SANTORINI (4X4.1)+(4X2.4)			
			6.37"V X 1.125"H			
22	4		N93MBH2OMDX	\$4,024.00	\$1,790.68	\$7,162.72
COMMON 113			FRINGE,MID BOOTH,2 SEAT,CLEAN-OUT,DOUBLE-SIDE,CONTRAST			
			CUSTOMER'S OWN MATERIAL			
			BACK UPHOLSTERY PATTERN COLOR			

Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
			BRENTANO VITREUM SANTORINI			
			GRADE 2			
			SEDONA MESA			
			GRADE 2			
			SEDONA MIDNIGHT			
			NO FRONT SEAT GROMMET			
			WOOD LEG,MIDTOWN			
			SOFT GLIDE			
23	2		N93TEN2724L	\$1,507.00	\$670.62	\$1,341.24
COMMON 113			FRINGE,27DX24W,END TABLE,LAMINATE,METAL LEG			
			NO SURFACE GROMMET			
			NO SIDE GROMMET			
			MIDTOWN			
			PLATINUM METALLIC			
			SOFT GLIDE			
24	21		83N3636SSQL	\$603.00	\$268.34	\$5,635.14
COMMON 113			FOOTINGS,36DX36W,SOFT SQUARE TOP,HPL			
			SOFTENED,MIDTOWN			
			STANDARD LAMINATE			
			MIDTOWN			
25	2		83N3684SRTL	\$1,258.00	\$559.81	\$1,119.62
COMMON 113			FOOTINGS,36DX84W,SOFT RECTANGULAR TOP,HPL			
			SOFTENED,MIDTOWN			
			NO GROMMET			
			STANDARD LAMINATE			
			MIDTOWN			
26	2		CBV245628YBKP	\$882.00	\$392.49	\$784.98
COMMON 113			FOOTINGS,24DX56WX28H,Y BASE KIT			
			CINDER			
			POLISHED			
27	21		CBV3228XBP	\$616.00	\$274.12	\$5,756.52
COMMON 113			FOOTINGS,32WX28H,X BASE,STATIC			
			NO CUTOUT			
			CINDER			
			POLISHED			




Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
28	4		NAC4218PVSP	\$468.00	\$208.26	\$833.04
COMMON 113			ACCESSORIES,42WX18H,PRIVACY SCREEN,RECTANGULAR,SET ON			
			GRADE 1			
			FROSTED			
			PLATINUM METALLIC			








Sub Total: \$50,090.04







CONFERENCE 112

29	10		K56TMUFA	\$1,110.00	\$488.40	\$4,884.00
CONFERENCE 112			JOYA,TASK,MESH BACK,UPH SEAT,FULLY ASSEMBLED			
			BLACK FRAME,BLACK STD MESH			
			GRADE 2			
			BLISS NAUTICAL			
			3D ARMS			
			SYNCHRO,FOUR LOCK,SLIDER			
			CINDER PLASTIC			
			BLACK HARD DUAL WHEEL			
30	1		83N48120ARTL	\$2,331.00	\$1,037.30	\$1,037.30
CONFERENCE 112			FOOTINGS,48DX120W,ARC RECTANGULAR TOP,HPL			
			SOFTENED,MIDTOWN			
			CUTOUT-G17,LEFT & RIGHT			
			STANDARD LAMINATE			
			MIDTOWN			
31	1		CBV2810028YBKP	\$973.00	\$432.99	\$432.99
CONFERENCE 112			FOOTINGS,28DX100WX28H,Y BASE KIT			
			CINDER			
			POLISHED			
32	2		NACG17BELPGS	\$372.00	\$165.54	\$331.08
CONFERENCE 112			ACCESSORIES,G17B PIVOTING POWER/USB GROMMET,SILVER			

Sub Total: \$6,685.37




Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
FBO 115						
33	2		K56TSMHBHU	\$1,108.00	\$487.52	\$975.04
FBO 115			JOYA, STOOL, BLACK MESH HALF BACK, UPHOLSTERED SEAT			
			GRADE 7			
			REEF PRO SALTWATER			
			POLISHED ALUMINUM			
			CINDER PLASTIC			
			BLACK HARD DUAL WHEEL			
34	10		N84L1AOX	\$2,879.00	\$1,281.16	\$12,811.60
FBO 115			COLLETTE, 1 SEAT, SQUARE LEGS, SLOPE ARMS, CONTRASTING			
			CUSTOMER'S OWN MATERIAL			
			BACK UPHOLSTERY PATTERN COLOR			
			ARCHITEX DEBUTANTE BLEU			
			GRADE 2			
			SEDONA INDIGO			
			GRADE 2			
			SEDONA INDIGO			
			GRADE 2			
			SEDONA INDIGO			
			MATCHING THREAD			
			NO GROMMET			
			WOOD LEG, MIDTOWN			
			SOFT GLIDE			
35	1		N84L3AOX	\$5,721.00	\$2,545.85	\$2,545.85
FBO 115			COLLETTE, 3 SEAT, SQUARE LEGS, SLOPE ARMS, CONTRASTING			
			CUSTOMER'S OWN MATERIAL			
			BACK UPHOLSTERY PATTERN COLOR			
			ARCHITEX DEBUTANTE BLEU			
			GRADE 2			
			SEDONA INDIGO			
			GRADE 2			
			SEDONA INDIGO			
			GRADE 2			
			SEDONA INDIGO			
			MATCHING THREAD			
			NO GROMMET			
			WOOD LEG, MIDTOWN			
			SOFT GLIDE			

Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
36	1		59N4825SMTAL	\$906.00	\$403.17	\$403.17
FBO 115			TESSERA,48WX25H,RECEPTION ACCENT PANEL,LAM			
			MIDTOWN			
37	1		59N6036SMTSCLL	\$1,825.00	\$812.13	\$812.13
FBO 115			TESSERA,60WX36H,CTR RECEPTION STORAGE,LT SLIDING DOOR,LAM			
			MOSAIC,PLATINUM METALLIC RANDOM CORE,INSTALLED,SILVER DESIGNER WHITE LINEAR DESIGNER WHITE LINEAR			
38	4		11N3648SW	\$1,685.00	\$749.83	\$2,999.32
FBO 115			EXHIBIT,36WX48H SLAT WALL			
			PLATINUM METALLIC			
39	2		11N72EXFP2	\$301.00	\$133.95	\$267.90
FBO 115			EXHIBIT,72W EXTRUSION W/FACEPLATE,SET OF 2			
			PLATINUM METALLIC			
40	2		WW232433PU4BL	\$1,450.00	\$645.25	\$1,290.50
FBO 115			WAVEWORKS,23DX24WX33H,PEDESTAL,4 BOX DRAWER,UNDERSURF,LAM			
			CURVED,PLATINUM METALLIC NO GROMMET RANDOM CORE,INSTALLED,SILVER MIDTOWN MIDTOWN			
41	2		WW2333EPL	\$145.00	\$64.53	\$129.06
FBO 115			WAVEWORKS,23DX33H,END PANEL,LAMINATE			
			NO GROMMET NO MODIFIED DEPTH (STANDARD) MIDTOWN			
42	1		WW2472WSSDL	\$499.00	\$222.06	\$222.06
FBO 115			WAVEWORKS,24DX72W,SURFACE,RECTANGULAR,HPL			
			EXTENSION SOFTENED,MIDTOWN GROMMET,LEFT NO WIRE MANAGER NO MODIFIED DEPTH (STANDARD)			

Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
			NO MODIFIED WIDTH (STANDARD) STANDARD LAMINATE MIDTOWN			
43	1		WW2472WSSDL	\$499.00	\$222.06	\$222.06
FBO 115			WAVEWORKS,24DX72W,SURFACE,RECTANGULAR,HPL			
			MAIN SOFTENED,MIDTOWN GROMMET,RIGHT NO WIRE MANAGER NO MODIFIED DEPTH (STANDARD) NO MODIFIED WIDTH (STANDARD) STANDARD LAMINATE MIDTOWN			
44	1		WW7233MPL	\$328.00	\$145.96	\$145.96
FBO 115			WAVEWORKS,72WX33H,MODESTY PANEL,LAMINATE			
			EXTENSION NO MODESTY GROMMET NO MODIFIED WIDTH (STANDARD) MIDTOWN			
45	1		WW7233MPL	\$328.00	\$145.96	\$145.96
FBO 115			WAVEWORKS,72WX33H,MODESTY PANEL,LAMINATE			
			MAIN NO MODESTY GROMMET NO MODIFIED WIDTH (STANDARD) MIDTOWN			
46	2		NAC25ELPTS	\$2,433.00	\$1,082.69	\$2,165.38
FBO 115			ACCESSORIES,25H,POWER TOWER,SILVER			
47	2		NAC0236SUR	\$180.00	\$80.10	\$160.20
FBO 115			ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK			
48	2		NACMA1GFB	\$510.00	\$226.95	\$453.90
FBO 115			ACCESSORIES,MONITOR ARM,SINGLE, GROMMET MOUNT,BLACK			
					Sub Total:	\$25,750.09

Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
FBO115						
49	17			\$0.00	\$89.02	\$1,513.34
FBO115			ARCHITEX DEBUTANTE BLUE, NO REPEAT (10x1.3+3.9)			
Sub Total:						\$1,513.34

LINE OFFICE 117

50	1		K56TMUFA JOYA,TASK,MESH BACK,UPH SEAT,FULLY ASSEMBLED	\$1,230.00	\$541.20	\$541.20
LINE OFFICE 117			BLACK FRAME,BLACK STD MESH GRADE 7 REEF PRO SALTWATER 3D ARMS SYNCHRO,FOUR LOCK,SLIDER CINDER PLASTIC BLACK HARD DUAL WHEEL			
51	1		WW2448RLEFL2 WAVEWORKS,24DX48W,RETURN,LEFT,FILE/FILE,HPL	\$1,783.00	\$793.44	\$793.44
LINE OFFICE 117			SOFTENED,MIDTOWN CURVED,PLATINUM METALLIC GROMMET,CENTER SPECIFY 1 SILVER CORE SEPARATE STANDARD LAMINATE MIDTOWN MIDTOWN MIDTOWN			
52	1		WW3066DRFL1 WAVEWORKS,30DX66W,DESK,RIGHT PEDESTAL,BBF,HPL	\$2,716.00	\$1,208.62	\$1,208.62
LINE OFFICE 117			SOFTENED,MIDTOWN CURVED,PLATINUM METALLIC GROMMET,LEFT SPECIFY 1 SILVER CORE SEPARATE STANDARD LAMINATE MIDTOWN MIDTOWN MIDTOWN			

Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
53	2	NCCB002S		\$28.00	\$12.46	\$24.92
LINE OFFICE			CASEGOODS, LOCK CORE WITH KEY, SILVER, NO 002			
117						

Sub Total: \$2,568.18

OFFICE 122

54	1	K56TMUFA		\$1,230.00	\$541.20	\$541.20
OFFICE 122			JOYA, TASK, MESH BACK, UPH SEAT, FULLY ASSEMBLED			



BLACK FRAME, BLACK STD MESH
GRADE 7
REEF PRO SALTWATER
3D ARMS
SYNCHRO, FOUR LOCK, SLIDER
CINDER PLASTIC
BLACK HARD DUAL WHEEL

55	2	N44GA1WIM		\$655.00	\$291.48	\$582.96
OFFICE 122			JEWEL, STACKER, ARMS, BRIGHTON			



56	1	WW2448RLEFL2		\$1,406.00	\$625.67	\$625.67
OFFICE 122			WAVEWORKS, 24DX48W, RETURN, LEFT, FILE/FILE, HPL			



SOFTENED, MIDTOWN
CURVED, PLATINUM METALLIC
GROMMET, RIGHT
SPECIFY 1 SILVER CORE SEPARATE
STANDARD LAMINATE
MIDTOWN
MIDTOWN
MIDTOWN

57	1	WW3672DRFL1		\$2,238.00	\$995.91	\$995.91
OFFICE 122			WAVEWORKS, 36DX72W, DESK, RIGHT PEDESTAL, BBF, HPL			



SOFTENED, MIDTOWN
CURVED, PLATINUM METALLIC
GROMMET, LEFT
SPECIFY 1 SILVER CORE SEPARATE
STANDARD LAMINATE
MIDTOWN

Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
			MIDTOWN			
			MIDTOWN			
58	2	NCCB007S		\$28.00	\$12.46	\$24.92
			CASEGOODS, LOCK CORE WITH KEY, SILVER, NO 007			
OFFICE 122						

Sub Total: \$2,770.66

PATIO

59	4	XOCT		\$6,908.00	\$3,369.76	\$13,479.04
PATIO			Sierra round table with 4 cube chairs.			
			Skipped Option			
			No.			
			Yes, add 4 light cubes (XLCUBE) and connecting bracket			
			Please call us at 1-800-433-6614 to help calculate freight			
			Ships in parts. Assembly required. (standard).			




60	1			\$0.00	\$1,709.09	\$1,709.09
PATIO			FREIGHT			

Sub Total: \$15,188.13

PILOT LOUNGE 123


61	3	44N1822PUSDALLP		\$1,626.00	\$723.57	\$2,170.71
PILOT LOUNGE 123			MARIBEN, PULL UP TABLE, SOFT D, ADJUSTABLE HEIGHT, TFL			
			STANDARD LAMINATE			
			MIDTOWN			
			PLATINUM METALLIC			
			PLATINUM METALLIC			

Sub Total: \$2,170.71

Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
STAFF 119						
62	4		N44GM1WIM	\$531.00	\$236.30	\$945.20
STAFF 119			JEWEL, STACKER, ARMLESS, BRIGHTON			
63	1		83N3636SSQL	\$603.00	\$268.34	\$268.34
STAFF 119			FOOTINGS, 36DX36W, SOFT SQUARE TOP, HPL			
			SOFTENED, MIDTOWN STANDARD LAMINATE MIDTOWN			
64	1		CBV3228XBP	\$616.00	\$274.12	\$274.12
STAFF 119			FOOTINGS, 32WX28H, X BASE, STATIC			
			NO CUTOUT CINDER POLISHED			


Sub Total: \$1,487.66





STORAGE 103



65	2		WW3679VSHL	\$3,018.00	\$1,343.01	\$2,686.02
STORAGE 103			WAVEWORKS, 36WX79H, SHELF STORAGE, DBL DOOR, LAMINATE			
			RANDOM CORE, INSTALLED, SILVER AUTUMN 2 MIDTOWN			
66	2		NCCB003S	\$28.00	\$12.46	\$24.92
STORAGE 103			CASEGOODS, LOCK CORE WITH KEY, SILVER, NO 003			

Sub Total: \$2,710.94

TRAINING 121

67	2		K56TMUFA	\$1,230.00	\$541.20	\$1,082.40
TRAINING 121			JOYA, TASK, MESH BACK, UPH SEAT, FULLY ASSEMBLED			

Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended
			BLACK FRAME, BLACK STD MESH GRADE 7 REEF PRO SALTWATER 3D ARMS SYNCHRO, FOUR LOCK, SLIDER CINDER PLASTIC BLACK HARD DUAL WHEEL			
68	4		WW1527MPVL WAVEWORKS, 15WX27H, PEDESTAL BACK PANEL, VERT GRAIN, LAM MIDTOWN	\$127.00	\$56.52	\$226.08
TRAINING 121						
69	4		WW2315PUBBFL WAVEWORKS, 23DX15W, PEDESTAL, BOX/BOX/FILE, UND ERSURFACE, LAM CURVED, PLATINUM METALLIC NO GROMMET SPECIFY 1 SILVER CORE SEPARATE MIDTOWN MIDTOWN	\$823.00	\$366.24	\$1,464.96
TRAINING 121						
70	2		WW2436WSSDL WAVEWORKS, 24DX36W, SURFACE, RECTANGULAR, HPL EXTENSION SOFTENED, MIDTOWN GROMMET, CENTER NO WIRE MANAGER NO MODIFIED DEPTH (STANDARD) NO MODIFIED WIDTH (STANDARD) STANDARD LAMINATE MIDTOWN	\$299.00	\$133.06	\$266.12
TRAINING 121						
71	2		WW2442WSSDL WAVEWORKS, 24DX42W, SURFACE, RECTANGULAR, HPL EXTENSION SOFTENED, MIDTOWN GROMMET, CENTER NO WIRE MANAGER NO MODIFIED DEPTH (STANDARD) NO MODIFIED WIDTH (STANDARD) STANDARD LAMINATE MIDTOWN	\$325.00	\$144.63	\$289.26
TRAINING 121						

Line #	Qty	Part Numbr	Part Description	List Price	Sell Price	Extended
72	2		WW3636CFSL2	\$1,350.00	\$600.75	\$1,201.50
TRAINING 121			WAVEWORKS,36DX36W,CORNER UNIT,24D RETURN,HPL			
			SOFTENED,MIDTOWN			
			GROMMET,CENTER			
			STANDARD LAMINATE			
			MIDTOWN			
			MIDTOWN			
73	2		NACMA2GFB	\$968.00	\$430.76	\$861.52
TRAINING 121			ACCESSORIES,MONITOR ARM,DOUBLE, GROMMET MOUNT,BLACK			
74	2		NCCB004S	\$28.00	\$12.46	\$24.92
TRAINING 121			CASEGOODS,LOCK CORE WITH KEY,SILVER,NO 004			
75	2		NCCB005S	\$28.00	\$12.46	\$24.92
TRAINING 121			CASEGOODS,LOCK CORE WITH KEY,SILVER,NO 005			
Sub Total:						\$5,441.68
Z						
76	1			\$0.00	\$9,695.12	\$9,695.12
Z			INSTALLATION			
Sub Total:						\$9,695.12
Total Sell:						\$131,270.53

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Approval and Implementation of
T-Hangar Lease (Board Action Required)**



Date: September 14, 2023

As part of an overall plan for modernization, improvement and revenue optimization of the T-Hangars located at Philip Billard Airport, MTAA staff has surveyed numerous similarly-situated airports in the region and worked with legal counsel to develop a new form lease to govern occupancy of the T-Hangars.

The new form lease, which is attached, establishes uniform enforceable standards for all T-Hangar occupants. This will ensure the T-Hangars are consistently utilized going forward by aviators committed to flying and, to some extent, patronizing the airport services available to them. Uniform standards also provide a degree of surety to all occupants that they are sharing space with other safe and responsible tenants.

Plan for Implementation:

- Effective immediately, all NEW T-Hangar tenancies will be documented using the new form lease.
- In October and November, at least two "townhall" type meetings will be held for existing T-Hangar tenants to ensure they understand the purpose and effect of the new form lease.
- By January 1, 2024, all T-Hangar tenants will be operating under the new form lease.

Please contact me if you have any questions.

T-HANGAR LEASE

THIS LEASE is entered into this ____ day of _____, 20____, by and between the Metropolitan Topeka Airport Authority ("MTAA") and _____ ("Lessee").

ARTICLE 1. EXCLUSIVE USE OF HANGAR

1. Pursuant to the terms of this Lease, MTAA hereby leases and rents to Lessee, the exclusive use and occupancy of the _____square-foot hangar, designated as T-Hangar # _____ as shown on attached Exhibit A (the "Hangar").

2. Lessee shall only use the Hangar for the storage of a designated airworthy Aircraft owned or leased by Lessee, and items related to the maintenance and use of such Aircraft. If Lessee desires to use the Hangar in any other way, Lessee shall make a written request to the MTAA President and Director of Airports and MTAA may, in its sole discretion, determine whether such requested use is appropriate and compatible with the Airport's functions and the new terms, if any, under which such use will be allowed.

3. If at any time during the term of this Lease the Aircraft is determined no longer to be airworthy, within 90 days after written notice of such determination, the Lessee must provide MTAA with a valid certificate that the Aircraft has been returned to airworthiness or Lessee shall be in breach and MTAA may terminate this Lease pursuant to Article 15.

4. Upon execution of this Lease, Lessee must provide the following documentation related to the Aircraft:

- a. Current Aircraft Registration
- b. Proof of Lessee's ownership or leasehold interest in the Aircraft
- c. Current Airworthiness Certificate
- d. Current certificate of insurance for Aircraft
- e. Declaration of Aircraft homebase.

5. Upon the commencement of any renewal term, or upon the request of the MTAA President & Director of Airports at any time, Lessee shall provide to MTAA the most current and valid versions of the documentation listed in subsection 4.

6. If Lessee changes the Aircraft stored in the Hangar, or the ownership of such Aircraft, such change will be considered a breach of this Lease and MTAA may terminate this Lease pursuant to Article 15. Provided, however, that MTAA in its sole discretion may agree to a written Amendment to this Lease, which will require in all circumstances valid and updated versions of the documentation listed in subsection 4.

ARTICLE 2. RENT AND DELINQUENCIES

1. Rental Rate. Lessee shall pay MTAA monthly rent for the Hangar in the amount of \$ _____ ("Base Rent"). Such rent shall be paid in advance without demand on or before the first day of each month.

2. Rental Rate Adjustment. On January 1st of every year during which this Lease is in effect, the monthly rental shall be increased by the same percentage as the Consumer Price Index for All Urban consumers (CPI-U), Midwest Urban Size B/C has increased from the prior January 1st.

3. Fuel Loyalty Offset. For every ____ gallons of fuel Lessee purchases from an FBO at the Airport in a given calendar quarter (i.e. Jan-May; April-June; July-Sep; Oct-Dec), Base Rent for the month immediately following such quarter shall be reduced by \$ ____; up to a maximum reduction in Base Rent for that month of 50%.

4. Delinquent Payments. Any rent payment or costs assessed pursuant to this Lease shall be deemed delinquent if not paid within five (5) days of the due date. If such payments are not made within ten (10) days of the due date, a late fee equal to 5% of the amount due shall be added each month thereafter until paid.

ARTICLE 3. TERM

1. This Lease shall be for a base term of ____ year(s), which shall commence on the date of execution of this Lease. Thereafter, this Lease shall automatically renew on a month-to-month basis until such time as the parties agree in writing to a new term or either party notifies the other of its intention not to renew. Notification of non-renewal shall be in writing and be provided no less than thirty (30) days prior to the end of either the base term or of an additional renewal term.

2. Any automatic renewal of this Lease shall be under the same terms and conditions as set forth herein, except that the Base Rent shall increase pursuant to Article 2.

ARTICLE 4. CONDITIONS OF LESSEE'S USE

1. Lessee shall comply with all terms of this Lease, and all laws, rules, regulations, orders or restrictions which are now in force or which may hereafter be adopted by MTAA in respect to the operation of the Airport or Lessee's use of the Hangar; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over MTAA. Failure to comply with such terms and regulations may result in termination of this Lease by MTAA, pursuant to Article 15.

2. Lessee accepts the Hangar in the condition existing as of the date of execution of this Lease.

3. Lessee shall at all times keep and maintain the Hangar in good order, condition and repair, free of trash, debris and obstructions, normal wear and tear excepted. The Hangar shall be kept in a clean and orderly condition that allows the Aircraft to be freely moved in or out. Lessee shall promptly clean up any fuel, oil or other spills within the Hangar. Lessee shall use the trash receptacles provided by MTAA, situated through the Airport, for the disposal of Lessee's trash and refuse. Lessee shall only use the trash receptacles provided by MTAA to dispose of the small amounts of waste or refuse related to Lessee's permitted use of the Hangar. Lessee shall not dispose of any other waste, refuse, household trash, construction debris, or hazardous materials on the Airport.

4. Lessee shall be solely responsible for the maintenance and repair of the Aircraft and any furnishings or equipment stored in the Hangar. MTAA shall be responsible for maintenance and repairs to exterior and structural walls and the roof of the Hangar, and for maintenance of the incoming electricity; provided that, if Lessee causes damage to the Hangar, the hangar building, or any other part of the Airport, Lessee shall reimburse MTAA the costs to repair such damage within 30 days following invoice from MTAA.

5. Lessee may park a motor vehicle in the Hangar only when the Aircraft is removed for a flight. Lessee shall not park any motor vehicle on the apron, grass, or inside the Airport perimeter fence.

6. In addition to such other regulations adopted or amended by MTAA from time to time, Lessee agrees it will:

- a. Not store any gas or fuel in the Hangar
- b. Not taxi in and out of the Hangar
- c. Not fuel the Aircraft in the Hangar
- d. Not conduct any priming or painting in the Hangar, except for touching up minor chips
- e. Use paints, solvents, thinners, and other flammable liquids or materials ONLY when the Hangar door is completely open
- f. Store combustible materials in approved containers which are closed when not in use.
- g. Not allow any open flames or welding in the Hangar
- h. Not smoke in the Hangar
- i. Not permit any accumulation of oily rags, paper, rubbish, or similar debris, that may increase the risk of fire
- j. Not overload electrical circuits
- k. Not operate an electric or gas heater inside the Hangar unless the Lessee is present.

8. Hazardous Materials. Lessee acknowledges that if any hazardous materials or substances exist in the Hangar due to Lessee's activities or omissions, Lessee shall be liable for and shall indemnify and hold harmless MTAA from the cost of any damages caused by such materials, fines levied by authorities having jurisdiction over such materials, costs associated with the proper disposal of such materials, costs associated with the loss of revenue to the Airport caused by such materials, associated attorney's fees, costs associated with the proper clean-up of such materials, and costs and expenses such as insurance and/or fee increases caused by such materials.

ARTICLE 5. NO ALTERATIONS

1. Lessee shall not alter any existing fixtures or improvements or alter the Hangar walls, floor, ceiling or electrical system in any manner; nor shall Lessee hang anything from the ceiling, walls, beams, doors, or fixtures in the Hangar; nor shall Lessee add fixtures, installations or improvements or in any other way modify the Hangar; without the express prior written approval of the MTAA President & Director of Airports.

2. If the MTAA President & Director of Airports gives prior written approval for any work pursuant to subsection 1, all such work shall thereafter be conducted by Lessee, at Lessee's sole cost and expense. All such work shall comply with all applicable codes and ordinances and shall be of professional quality.

3. Lessee warrants that it will not allow or cause any lien or encumbrance to attach to the Hangar by reason of any work it conducts in the Hangar, or for any other reason. Lessee is not an agent, partner or trustee of MTAA and shall not hold itself out as an agent, partner or trustee of MTAA or otherwise as authorized to act on behalf of MTAA. Lessee does not have any right to act for or on behalf of MTAA in regard to the repairs or improvement of the hangar or any structure within or upon the hangar. In the event a lien or encumbrance is taken against the Hangar, it shall constitute a breach of this Lease and MTAA may terminate this Lease pursuant to Article 15. If the Lessee does not cause the discharge of the lien within or procure a bond pursuant to and in compliance with K.S.A. 60-1110 within the sooner of the timeframe specified by MTAA or Article 15, MTAA may, but shall not be required to, take action and pay to obtain discharge of the lien or encumbrance. Lessee shall be responsible for all costs and expenses, including attorney fees, incurred by MTAA in discharging the lien or encumbrance.

ARTICLE 6. LOCKS AND KEYS

1. MTAA shall provide one lock and key for Lessee to access the Hangar. Lessee shall not make a copy of the key; Lessee may request an additional key from the MTAA President & Director of Airports which will be provided at Lessee's expense.

2. Lessee shall not install, or allow the installation of, any other type of lock securing the Hangar. Lessee understands that MTAA shall remove any such lock, forcibly if necessary.

3. Lessee shall surrender all keys to the Hangar upon termination of this Lease. If Lessee loses a key, or fails to surrender all keys, Lessee shall pay for all replacement costs of the lock, key(s) and any rekeying costs.

ARTICLE 7. UTILITIES

1. MTAA shall be responsible for any charges for electricity provided to the Hangar. Lessee agrees to prevent excessive and inordinate use of such utilities. If Lessee's use is excessive or inordinate, as determined by the MTAA President & Director of Airports when compared to other T-Hangar tenants, Lessee shall reimburse MTAA for the cost of the excessive or inordinate use on or before the date the next rent payment is due. If Lessee's use continues to be excessive or inordinate, following the MTAA President & Director of Airports' written notice to cease such use, MTAA may terminate this Lease, pursuant to Article 15.

2. Other than electricity, no utilities shall be provided or permitted at the Hangar.

ARTICLE 8. INSPECTION AND RIGHT OF ENTRY

1. MTAA shall be entitled to inspect and enter the Hangar to ensure compliance with this Lease and to make improvements to or repair the Hangar.

2. Notwithstanding subsection 1, MTAA shall be entitled to inspect and enter the Hangar, at any time, without notice to Lessee, in the following circumstances:

- a. In the event of a fire, natural disaster, or emergency; or
- b. If MTAA has a reasonable belief that a safety or fire hazard exists in the Hangar, and that such hazard poses an immediate threat to life or property; or
- c. To search for and silence an activated Emergency Locator Transmitter.

3. If, during any inspection, MTAA finds a condition that is hazardous, unsafe, or in violation of this Lease, MTAA shall give Lessee notice of such condition, and provide Lessee with an opportunity to abate such

condition within a specified time, depending on the nature of the condition, the type of violation of this Lease, or threat to life or property. If Lessee fails to abate the condition by the deadline, MTAA may terminate this Lease pursuant to Article 15, or abate the condition and Lessee shall pay MTAA's costs of abatement on or before the due date of Lessee's next monthly rent payment.

4. Notwithstanding subsection 3, if during any inspection, MTAA finds a condition that poses an immediate threat or danger to life or property, MTAA may immediately abate the condition without providing Lessee notice or opportunity to abate. Lessee shall pay MTAA's costs of such abatement on or before the due date of Lessee's next rent payment.

ARTICLE 9. MAINTENANCE & CONSTRUCTION

1. Snow Removal. MTAA provides snow removal services on the Airport. Snow removal to the Hangar shall only be conducted to the extent that Airport resources allow, and only after all runways, aprons, and taxiways have been first cleared and only to within three feet of the Hangar door.

2. Lessee recognizes that from time to time, during the term of this Lease, it will be necessary for the MTAA to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair on the Airport. Such activities may inconvenience Lessee or temporarily interfere with Lessee's use of the Hangar. Lessee agrees that MTAA shall not be liable to Lessee for any such inconvenience or interference, and Lessee waives any right to claim damages or other consideration therefor.

3. At any time during the term of this Lease, MTAA shall have the right to relocate Lessee to another hangar of approximately equal size and upon the same terms as those contained in this Lease. Notice of such relocation must be given at least sixty (60) days prior to the proposed relocation date. Lessee will be presumed to have agreed to such relocation unless, at least thirty (30) days prior to the proposed relocation date, Lessee notifies MTAA of its intent to terminate this Lease in lieu of relocating, whereupon Article 15 shall apply.

4. In any of the circumstances described in Articles 8 and 9 above, if moving or removing Lessee's personal property located within the Hangar, including the Aircraft, is necessary to the completion of MTAA's construction, maintenance or repair work, Lessee agrees to do so in cooperation with MTAA. If Lessee fails so to cooperate, MTAA shall have the right to move or remove such property no fewer than seven (7) days after written notice to Lessee of its intent to do so.

ARTICLE 10. INSURANCE AND INDEMNIFICATION

1. MTAA: MTAA agrees to keep the building where the Hangar is located insured against loss or damage from fire or other casualties. MTAA shall NOT insure any property owned by Lessee, and Lessee shall not be a loss payee on any insurance policy maintained by MTAA.

2. Lessee: Lessee agrees to maintain in full force and effect during the term of this Lease, and any extension thereof, a policy of Aircraft Liability Insurance, with a minimum limit of \$1,000,000 for each occurrence for Bodily Injury and Property Damage. The Aircraft Liability Policy shall name the METROPOLITAN TOPEKA AIRPORT AUTHORITY as an ADDITIONAL INSURED. Home-owners insurance is NOT satisfactory and does not fulfill the above requirements. MTAA approved Aircraft construction or repair projects need only provide Hangar Liability insurance as herein provided. All insurance policies required herein shall contain a provision that written notice of cancellation or changes in coverage limits shall be delivered to MTAA thirty (30) days in advance, except for cancellation for nonpayment which shall be delivered to MTAA ten (10) days in advance. Lessee shall provide to MTAA certification or proof of current insurance prior to use of the Hangar by Lessee or upon MTAA's request therefor.

3. Hold Harmless. Lessee agrees to save and hold MTAA harmless, and shall indemnify MTAA, at all times from any and all damage, claim or expense arising out of or in any way connected with any intentional or negligent act or omission committed by Lessee, its officers, agents or employees in the use of the Hangar or arising out of any breach by them of this Lease or any rules of MTAA or any authorized agency of the United States relating to the use of the Airport.

ARTICLE 11. CASUALTY LOSS

1. Lessee must immediately notify the MTAA President & Director of Airports of any damage to the Hangar or any part thereof.

2. In the event of a partial destruction of the structure, foundation, roof or exterior of the Hangar, MTAA shall, as promptly as may be

reasonably practical, and to the extent of insurance proceeds available therefor, repair, restore or at its option replace with substantially equivalent substitutes the improvement so damaged. In the event the Hangar is totally destroyed or is partially-destroyed and cost of repair exceeds insurance proceeds available therefor, so long as such destruction does not result from the negligence of Lessee, either party may terminate this Lease upon serving the other written notice of such intention within thirty (30) days after the date of total destruction. If neither party terminates, then MTAA shall proceed after said thirty (30) day period to repair, restore or replace said building.

3. If partial or total destruction occurs or arises out of the negligence or fault of Lessee, its officers, employees or agents, then Lessee shall promptly reimburse MTAA for the cost of repair, restoration or replacement and shall pay for any loss sustained by MTAA as a result of such occurrence. If said loss or destruction is attributable to the fault of Lessee and is insurable and insured, MTAA agrees to grant Lessee sufficient time to have any and all insurance claims processed and MTAA reimbursed by Lessee's insurance carrier.

4. If such damage or destruction occurs without the fault of Lessee and a portion of the Hangar becomes unusable by reason of such damage or destruction, the rental herein provided shall be abated during the period of repair, restoration or replacement in an amount proportionate to the amount of space made unusable by such damage.

ARTICLE 12. FEDERAL RIGHT OF USE AND SUBORDINATION

1. During time of war or national emergency, MTAA shall have the right to enter an agreement with the United States Government for military or naval use of part or all of the Hangar or any other Airport facilities. If any such agreement is executed, the provisions of this Lease may be suspended or terminated, at MTAA's option without liability to the MTAA.

2. This Lease shall be subordinate to the provisions of any outstanding agreement between MTAA and the United States relative to the maintenance, operation or development of the Airport.

3. In the event that the FAA requires changes to this Lease as a condition precedent to the granting of funds to the Airport, Lessee shall either agree to consent to such changes or this Lease shall be terminated without liability to MTAA.

ARTICLE 13. NO EXCLUSIVE USE

1. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

ARTICLE 14. NONDISCRIMINATION ASSURANCES

1. Lessee (for himself, his heirs, personal representatives,) (itself, its agents, employees, representatives,) successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the land upon which the Hangar is located for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended from time to time, as well as all federal and state laws prohibiting discrimination, including the Americans with Disabilities Act.

2. Lessee for (himself, his personal representatives,) (its self, its agents, employees, representatives,) successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree that at all times regarding the Lessee's possession and use of the Hangar:

a. no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities on the grounds of gender, race, religion, color, national origin, disability, handicap, age, military or veteran status, or based on any other category protected by all federal, state and local laws prohibiting discrimination, as amended from time to time.

b. that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the ground of gender, race, religion,

color, national origin, disability, handicap, age, military or veteran status, or based on any other category protected by all federal, state and local laws prohibiting discrimination, as amended from time to time, and

c. that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as may be amended from time to time.

3. MTAA may take action directed by the United States to enforce this Article.

ARTICLE 15. TERMINATION AND SURRENDER

1. This Lease shall terminate in any the following circumstances:

a. At the expiration of its base term or any renewal term;

b. Upon Lessee's failure to pay rent, or any cost assessed hereunder, within ten (10) days following its receipt of written notice of default; or

c. Upon Lessee's third failure within any 12-month period to pay rent within ten (10) days following the date it is due, whether any such late rent payment was subsequently paid; or

d. Upon Lessee's failure to cure any other breach this Lease within thirty (30) days following its receipt of written notice of such breach.

2. Lessee covenants and agrees that upon termination of the Lease, Lessee shall surrender the Hangar in the same or better condition existing at execution of this Lease, normal wear and tear excepted, and shall remove its property, improvements or installations prior to the date of termination, repairing any damage to the Hangar caused by such removal. Any property, improvements or installations not so removed shall become the property of MTAA.

3. In the event Lessee continues to occupy the Hangar beyond a termination date, with or without MTAA's consent, the terms and provisions of this Lease shall continue to apply until Lessee surrenders the Hangar. Lessee shall be responsible for paying rent and costs for the Hangar during such holdover term.

ARTICLE 16. NOTICE

Any notice or other communication pursuant to this lease shall be given as required by the terms of this Lease, to the following:

To MTAA:

Eric Johnson, President and Director of Airports
Metropolitan Topeka Airport Authority
6510 SE Forbes Ave., Ste. 1
Topeka, KS 66619-1446

To Lessee:

Name: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____
E-mail: _____

ARTICLE 17. MISCELLANEOUS PROVISIONS

1. Non-Waiver. The failure of MTAA to insist, on any one or more occasions, upon strict compliance with all terms and conditions of this Lease, shall not constitute a waiver of MTAA's right to demand strict compliance on any future occasion.

2. Assignment and Subleasing. Lessee shall not assign or sublet its rights or obligations under this Lease to any person or entity without MTAA's prior written consent.

3. Severability. If any part, term or provision of this Lease, or any attachment or amendment hereto, is declared invalid, void, or enforceable, all remaining parts, terms and provisions shall remain in full force and effect.

4. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Kansas.

5. Entire Lease. This Lease, including attachments incorporated herein by reference, represents the entire understanding between the parties and supersedes any prior negotiations, proposals or agreements.

6. Amendment. No amendment to this Lease shall be valid and binding, unless in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

MTAA: Metropolitan Topeka Airport Authority

Board Chair or Designee

LESSEE: _____

By: _____

* * *

EXHIBIT A

(the leased hangar is circled below)

Hangar Building _____

1	2
3	4
5	6
7	8
9	10
11	12

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Lift Station Easements Requested
by the City of Topeka at Billard Airport.
(Board Action Required)**



Date: September 14, 2023

The City of Topeka will be replacing their lift station located at Philip Billard Airport. Currently, the lift station is located in the small building adjacent to the Stone Hangar. The City has requested a permanent easement as shown on the attached drawing for the new lift station along with a temporary easement to be used only during construction. They will abandon the easement for the old lift station once construction of the new facility has been completed.

If you have any questions, please do not hesitate to contact me.

**PERMANENT PUBLIC
IMPROVEMENT
EASEMENT**

THIS INDENTURE, Made this ____ day of _____, 2023 by and between,
Metropolitan Topeka Airport Authority, hereinafter referred to as Landowner; and THE CITY OF
TOPEKA, a municipal corporation, hereinafter referred to as City.

WITNESSETH, That Landowner in consideration of One Dollar and no/100 (\$1.00) and other
valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell
and convey unto the City, an easement for Sanitary Sewer Installation and Maintenance over and
through the following described real estate in the City of Topeka, County of Shawnee, and State of
Kansas, to-wit:

*(Signature, date and seal of a Registered Land Surveyor certifies that the following real property legal description is an
original description and has been prepared by or under the direct supervision of subscribed Registered Land Surveyor.)*

See attached Exhibit "A"

Together with the right of entering on said premises for the purpose of constructing, reconstructing,
inspecting, repairing and doing such things as are necessary to use and maintain same forever.

Should one or more of the Landowners be natural persons not joined by their respective spouses,
it is conclusively presumed that the land conveyed is not the residence, homestead, or principal business
or falls within the footprint of the principal business of such Landowners. Should one or more of the
Landowners be a legal entity other than a natural person, it shall be conclusively presumed that the
person signing on behalf of that entity has been duly and legally authorized to so sign and there shall be
no necessity for a seal or attestation.

This Permanent Public Improvement Easement shall run with the land and be binding upon the
grantees, lessees, successors, and assigns of the parties hereto, unless terminated by the abandonment of
the Public Improvement Easement by the City.

IN WITNESS WHEREOF, Landowner has hereunto set its hand the day and year first above
written.

Easement No. 1P

For Project No. T-291068.07

STATE OF KANSAS, COUNTY OF SHAWNEE, ss.

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a notary public in and for the County and State aforesaid, came

_____,
who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public

My commission expires: _____

EXHIBIT 'A'

SHEET 1 OF 2

PERMANENT EASEMENT DESCRIPTION:

A PORTION OF LOT 1, BLOCK 'A', BILLARD AIRPORT SUBDIVISION, RECORDED IN PLAT BOOK:30, PAGE:4, RECORDED IN THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS, TOPEKA, KANSAS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS, DESCRIBED BY STEPHEN I. MARINO, II, PS 1380, ON SEPTEMBER 14, 2022, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING; AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE, COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE WEST LINE OF LOT 1, BLOCK 'A', BILLARD AIRPORT SUBDIVISION, RECORDED IN PLAT BOOK:30, PAGE:4, RECORDED IN THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS, TOPEKA, KANSAS, NORTH 00 DEGREES 11 MINUTES 23 SECONDS EAST, A DISTANCE OF 771.31 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 88 DEGREES 57 MINUTES 11 SECONDS EAST, A DISTANCE OF 1331.82 FEET **TO THE POINT OF BEGINNING**

THENCE NORTH 00 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 74.72 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, A DISTANCE OF 40.11 FEET; THENCE NORTH 45 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 35.78 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 22 SECONDS WEST A DISTANCE OF 18.28 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.03 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 41 SECONDS EAST, A DISTANCE OF 26.54 FEET; THENCE SOUTH 44 DEGREES 47 MINUTES 40 SECONDS WEST, A DISTANCE OF 21.39 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 49 SECONDS WEST, A DISTANCE OF 57.64 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 11 SECONDS EAST, A DISTANCE OF 46.89 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 49 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 11 SECONDS WEST, A DISTANCE OF 74.89 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 51 SECONDS WEST, A DISTANCE OF 40.37 FEET; THENCE SOUTH 38 DEGREES 12 MINUTES 29 SECONDS WEST, A DISTANCE OF 77.04 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 25.54 FEET; THENCE NORTH 38 DEGREES 12 MINUTES 29 SECONDS EAST, A DISTANCE OF 86.01 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 51 SECONDS EAST, A DISTANCE OF 33.80 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 11 SECONDS WEST, A DISTANCE OF 21.15 FEET **TO THE POINT OF BEGINNING**

SAID PARCEL CONTAINING 0.22 ACRES OR 9,609 SQUARE FEET, MORE OR LESS.



Bartlett & West

1200 SW Executive Drive
Topeka, Kansas
785.272.2252
www.bartlettwest.com

PERMANENT EASEMENT

LOT 1 BLOCK 'A', BILLIARD AIRPORT SUBDIVISION
CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS

PROJ NO:

19637.010

DATE:

SEPTEMBER 2022

SHEET NUMBER

1

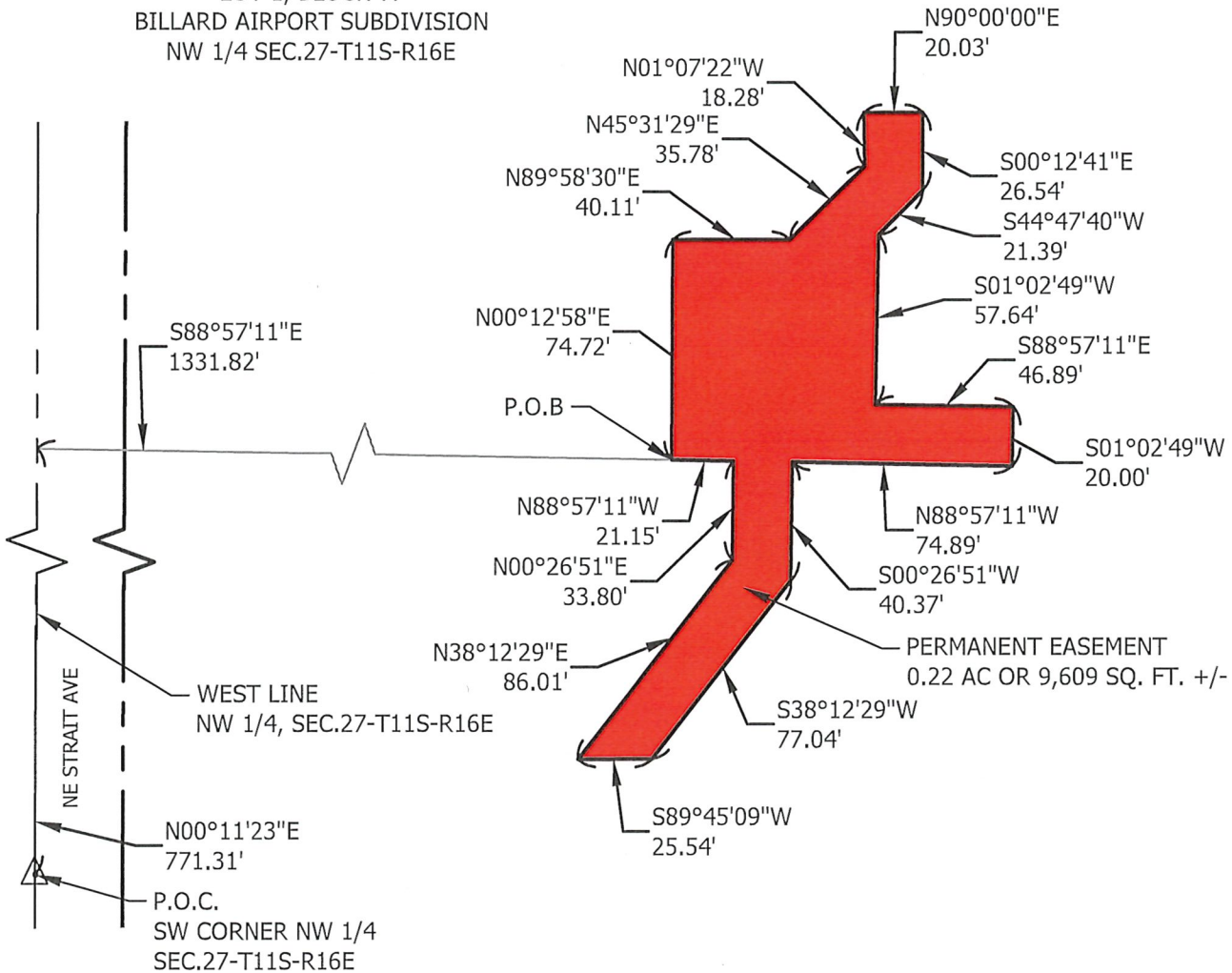
OF 2

EXHIBIT 'A'

SHEET 2 OF 2

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY
AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

LOT 1, BLOCK 'A'
BILLIARD AIRPORT SUBDIVISION
NW 1/4 SEC.27-T11S-R16E



LEGEND



P.E.
P.O.C.
P.O.B.



PROPOSED EASEMENT
ROAD R/W LINE
SECTION LINE
PERMANENT EASEMENT
POINT OF COMMENCEMENT
POINT OF BEGINNING
SECTION CORNER

0 60'
SCALE: 1" = 60'



Bartlett & West

1200 SW Executive Drive
Topeka, Kansas
785.272.2252
www.bartlettwest.com

PERMANENT EASEMENT
LOT 1 BLOCK 'A', BILLIARD AIRPORT SUBDIVISION
CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS

PROJ NO:
19637.010
DATE:
SEPTEMBER 2022

SHEET NUMBER
2

Agenda Item 6a

Page 5 of 10

**TEMPORARY
EASEMENT**

THIS INDENTURE, Made this ____ day of _____, 2023 by and between Metropolitan Topeka Airport Authority, hereinafter referred to as Landowner; and THE CITY OF TOPEKA, a municipal corporation, hereinafter referred to as City.

WITNESSETH, That Landowner in consideration of One Dollar and no/100 (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said City, its duly authorized agents, contractors and assigns, a temporary easement over and through the following described real estate in the City of Topeka, County of Shawnee, and State of Kansas, to-wit:

(Signature, date and seal of a Registered Land Surveyor certifies that the following real property legal description is an original description and has been prepared by or under the direct supervision of subscribed Registered Land Surveyor.)

See attached Exhibit "A"

It is further understood and agreed that Landowner for above consideration does hereby grant to City, for construction purposes only, the right of but not limited to entry, occupation, sloping, grading, clearing, grubbing, excavation and the storage of materials during the construction of a sanitary sewer improvement.

This easement shall expire one year after the project's acceptance for maintenance.

Should one or more of the Landowner(s) be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence, homestead, or principal business or falls within the footprint of the principal business of such Landowner(s). Should one or more of the Landowner(s) be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that entity has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

IN WITNESS WHEREOF, Said Landowner has hereunto set its hand the day and year first above written.

Easement No. 1T

For Project No. T-291068.07

STATE OF KANSAS, COUNTY OF SHAWNEE, ss.

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a notary public in and for the County and State aforesaid, came

who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public

My commission expires: _____

EXHIBIT 'A'

SHEET 1 OF 3

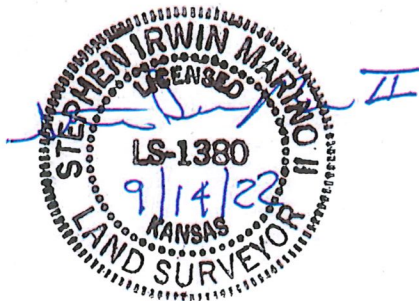
TEMPORARY EASEMENT AREA #1 DESCRIPTION:

A PORTION OF LOT 1, BLOCK 'A', BILLARD AIRPORT SUBDIVISION, RECORDED IN PLAT BOOK:30, PAGE:4, RECORDED IN THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS, TOPEKA, KANSAS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS, DESCRIBED BY STEPHEN I. MARINO, II, PS 1380, ON SEPTEMBER 14, 2022, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING; AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE, COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE WEST LINE OF LOT 1, BLOCK 'A', BILLARD AIRPORT SUBDIVISION, RECORDED IN PLAT BOOK:30, PAGE:4, RECORDED IN THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS, TOPEKA, KANSAS, NORTH 00 DEGREES 11 MINUTES 23 SECONDS EAST, A DISTANCE OF 771.31 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 88 DEGREES 57 MINUTES 11 SECONDS EAST, A DISTANCE OF 1433.60 FEET **TO THE POINT OF BEGINNING;**

THENCE SOUTH 88 DEGREES 57 MINUTES 11 SECONDS EAST, A DISTANCE OF 14.32 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 11 SECONDS WEST, A DISTANCE OF 14.35 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 48 SECONDS WEST, A DISTANCE OF 11.58 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 06 SECONDS EAST, A DISTANCE OF 65.09 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 55.64 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 58 SECONDS WEST, A DISTANCE OF 65.48 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 13 SECONDS EAST, A DISTANCE OF 23.87 FEET **TO THE POINT OF BEGINNING**

SAID PARCEL CONTAINING 0.08 ACRES OR 3,337 SQUARE FEET, MORE OR LESS.



Bartlett & West

1200 SW Executive Drive
Topeka, Kansas
785.272.2252
www.bartlettwest.com

TEMPORARY EASEMENT
LOT 1 BLOCK 'A', BILLIARD AIRPORT SUBDIVISION
CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS

PROJ NO:
19637.010
DATE:
SEPTEMBER 2022

SHEET NUMBER
1

Agenda Item 6 of 3

EXHIBIT 'A'

SHEET 2 OF 3

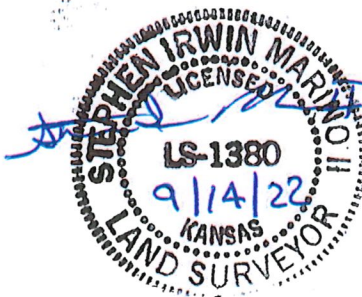
TEMPORARY EASEMENT AREA #2 DESCRIPTION:

A PORTION OF LOT 1, BLOCK 'A', BILLARD AIRPORT SUBDIVISION, RECORDED IN PLAT BOOK:30, PAGE:4, RECORDED IN THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS, TOPEKA, KANSAS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27 TOWNSHIP 11 SOUTH RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS, DESCRIBED BY STEPHEN I. MARINO, II, PS 1380, ON SEPTEMBER 14, 2022, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING; AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE, COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE WEST LINE OF LOT 1, BLOCK 'A', BILLARD AIRPORT SUBDIVISION, RECORDED IN PLAT BOOK:30, PAGE:4, RECORDED IN THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS, TOPEKA, KANSAS, NORTH 00 DEGREES 11 MINUTES 23 SECONDS EAST, A DISTANCE OF 821.11 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, A DISTANCE OF 1350.76 FEET **TO THE POINT OF BEGINNING;**

THENCE NORTH 45 DEGREES 12 MINUTES 08 SECONDS EAST, A DISTANCE OF 44.35 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 51 SECONDS WEST, A DISTANCE OF 11.89 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 05 SECONDS EAST, A DISTANCE OF 14.95 FEET; THENCE SOUTH 01 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 18.28 FEET; THENCE SOUTH 45 DEGREES 31 MINUTES 29 SECONDS WEST, A DISTANCE OF 35.78 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS WEST, A DISTANCE OF 21.06 FEET **TO THE POINT OF BEGINNING**

SAID PARCEL CONTAINING 0.02 ACRES OR 823 SQUARE FEET, MORE OR LESS.



Bartlett & West

1200 SW Executive Drive
Topeka, Kansas
785.272.2252
www.bartlettwest.com

TEMPORARY EASEMENT
LOT 1 BLOCK 'A', BILLIARD AIRPORT SUBDIVISION
CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS

PROJ NO:
19637.010
DATE:
SEPTEMBER 2022

SHEET NUMBER
2

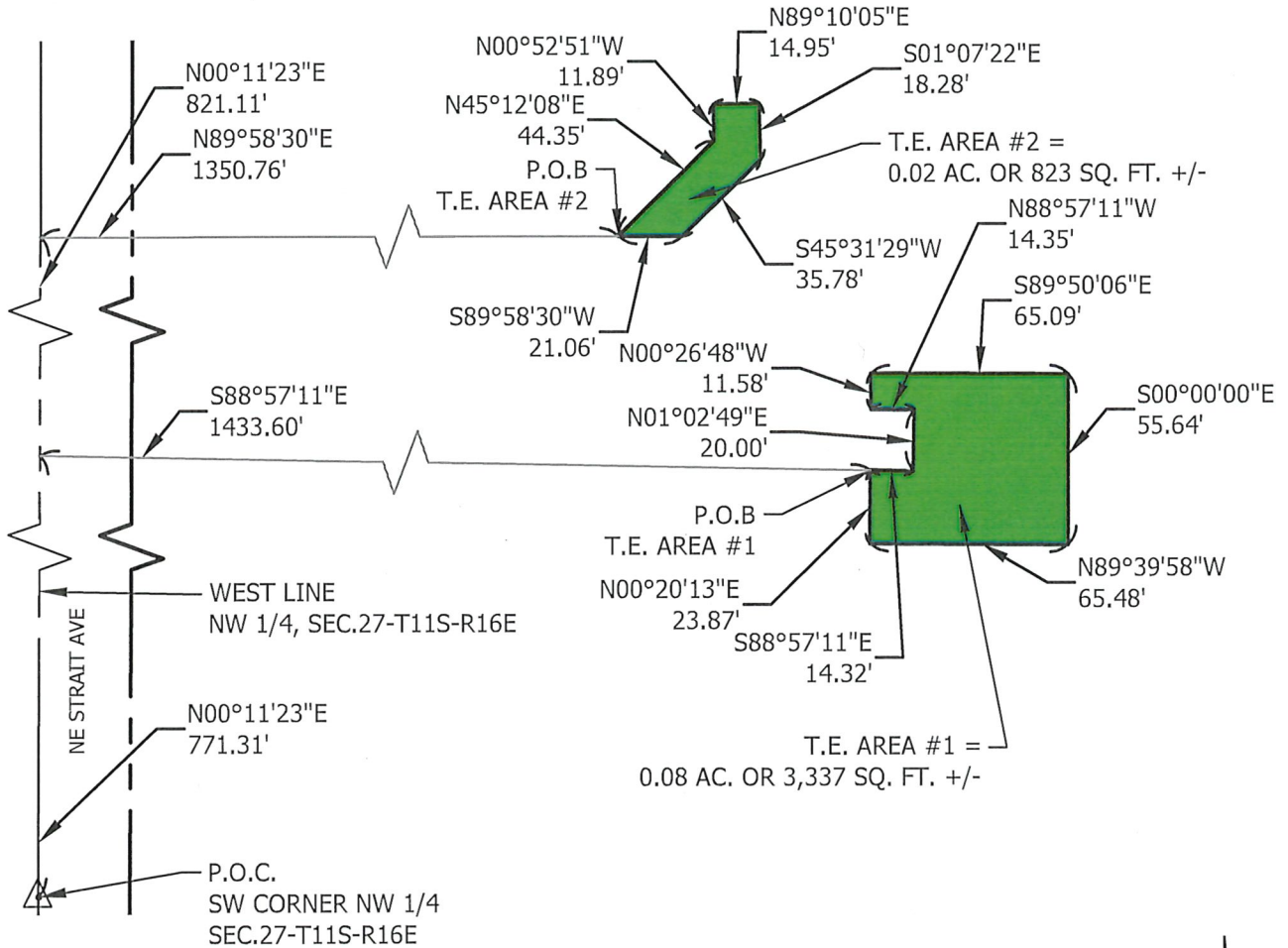
Agenda Item 6c

EXHIBIT 'A'

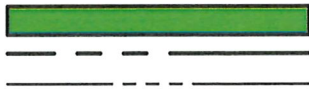
SHEET 3 OF 3

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY
AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

LOT 1, BLOCK 'A'
BILLIARD AIRPORT SUBDIVISION
NW 1/4 SEC.27-T11S-R16E



LEGEND



T.E.
P.O.C.
P.O.B.



PROPOSED EASEMENT
ROAD R/W LINE
SECTION LINE
TEMPORARY EASEMENT
POINT OF COMMENCEMENT
POINT OF BEGINNING
SECTION CORNER

0 60'
SCALE: 1" = 60'



Bartlett & West

1200 SW Executive Drive
Topeka, Kansas
785.272.2252
www.bartlettwest.com

TEMPORARY EASEMENT
LOT 1 BLOCK 'A', BILLIARD AIRPORT SUBDIVISION
CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS

PROJ NO:
19637.010
DATE:
SEPTEMBER 2022

SHEET NUMBER
3

Agenda Item 3.a.

Office of: President

To: Board of Directors

From: Eric M. Johnson



Subject: **Review Submitted Proposals for
Billard Airport Restaurant Operator.**



MTAA

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Date: September 14, 2023

We re-advertised the request for proposals for the restaurant operation at Philip Billard Airport with a closing date for this on Monday, September 18th at 2:00 p.m. Moving forward, we'll need to review all proposals and develop a process to select the best candidate. In the past, the Board has designated at least one board member to serve on an interview panel for the selection of Professional Services contracts, i.e. On-Call Engineer, MTAA Legal Counsel and Financial Auditors. If that is the direction the Board chooses to follow for the restaurant operator selection, copies of proposals will be provided to all serving in this role.

If you have any questions, please do not hesitate to contact me.