MTAA
METROPOLITAN TOPEKA AIRPORT AUTHORITY
TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Board of Directors

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

Tuesday, December 19, 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. Approve Minutes of the MTAA's Special Board Meeting of November 14, 2023 and the Regularly Scheduled Board Meeting of November 21, 2023.
3. Public Comment
4. Adopt Agenda.

ACTION ITEMS:

5. Presentation of 2022 Audit Report by Berberich Trahan & Co., P.A.
6. Consider Proposal for GASB-87 and GASB-96 Compliance Assistance Program from DebtBook.
7. Consider Bids Received on 2023-2024 Pavement Maintenance Project.

DISCUSSION ITEMS:

8. Maintenance Report.
9. TOP Fuel Service Fuel Sales Report.

INFORMATIONAL REPORTS:

10. Monthly Reports:
    a. Aviation-Related Issues & Air Service – Eric Johnson
    b. Economic Development & Leasing Activity – Curtis Sneden
    c. Directors' Comments
11. Executive Session.

MTAA
METROPOLITAN TOPEKA AIRPORT AUTHORITY
TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Board of Directors

Metropolitan Topeka Airport Authority
November 14, 2023

Special Meeting conducted via ZOOM... 9:00 AM

Chairwoman Stubbs brought the special meeting of the MTAA Board of Directors to order at 9:00 AM with Board members participating in the ZOOM meeting as follows: Brian Armstrong, Joseph Ledbetter and Mike Munson. Sam Sutton was unable to attend. Also identified as attending via ZOOM were:

- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board

Staff members in attendance:

- Eric Johnson
- Cheryl Trobough (present during Open Sessions of the meeting only)

Item 1. Notice.

Chairwoman Stubbs inquired if everyone who requested notification had been notified of this meeting. **Ms. Trobough replied that notifications were sent.**

Item 2. Adopt the Agenda.

Chairwoman Stubbs asked for a motion to adopt the Agenda as presented. **Mr. Ledbetter made a motion to adopt the Agenda as presented. Mr. Armstrong seconded the motion. Motion carried.**

Item 3. Executive Session

Chairwoman Stubbs asked for a motion to adjourn to Executive Session.

Mr. Armstrong moved that the meeting be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws. The justification for this Executive Session being the need to discuss confidential matters pertaining to potential terms and negotiations with prospective bidders with legal counsel. Mr. Armstrong stated that the Executive Session will be for a period not to exceed thirty (30) minutes beginning at 9:02 AM and the meeting shall reconvene in open session at 9:32 AM. The Executive Session is to include Eric Johnson and Curtis Sneden. Mr. Ledbetter seconded the motion. Motion carried.

Chairwoman Stubbs reconvened the Regular Session at 9:32 AM and asked for a motion to extend the Executive Session.

Mr. Armstrong moved to extend the Executive Session for a period of fifteen (15) minutes beginning from 9:33 AM and the meeting shall reconvene in open session at 9:48 AM. Mr. Munson seconded the motion. Motion carried.

Chairwoman Stubbs reconvened the Regular Session at 9:48 AM and asked for another motion to extend the Executive Session.

Mr. Munson moved to extend the Executive Session for a period of fifteen (15) minutes beginning from 9:49 AM and the meeting shall reconvene in open session at 10:04 AM. Mr. Armstrong seconded the motion. Motion carried.

Chairwoman Stubbs reconvened the Regular Session at 10:04 and asked for a motion on the action to be taken as a result of the Executive Session.

Mr. Armstrong made a motion to direct staff to issue a Change Order to the Icon Structures, Inc. contract on the Philip Billard New Terminal Building Construction to remove the demolition of the existing Philip Billard Terminal Building from the scope of work. Mr. Munson seconded the motion. Motion carried.

Adjournment

Mr. Munson made the motion to adjourn. Mr. Armstrong seconded the motion and the meeting was adjourned at 10:05 AM.

These official minutes were approved by the Board of Directors on December 19, 2023.

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Lisa D. Stubbs, Secretary

MTAA
METROPOLITAN TOPEKA AIRPORT AUTHORITY
TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Board of Directors

Metropolitan Topeka Airport Authority
November 21, 2023

Regular Monthly Meeting .... 3:00 PM

Chairwoman Lisa Stubbs brought the regular monthly meeting of the MTAA Board of Directors to order at 3:00 PM with the following Board members present: Brian Armstrong, Mike Munson and Joe Ledbetter, with Sam Sutton attending via ZOOM. Also in attendance were:

- Sam Stallbaumer, WSP USA, Inc.
- Eric Ives, WIBW-TV
- Molly Howey, GO-Topeka
- John Lueger, Heinen Bros Ag (Via ZOOM)
- Scott Gilchrist, Million Air Topeka (Via ZOOM)
- Clark Trammell, Topeka Citizen (via ZOOM)
- Michelle Brokaw, Topeka Citizen (Via ZOOM)
- Supporters of Tammy's Billard Restaurant (as listed on attachment)
- Don Loyd – MTAA (TOP Fuel Service)
- Col. John Ross – MTAA (Police & Fire Department)
- Maj. Chris Ortega – MTAA (Police & Fire Department)
- Lt. Aaron Badger – MTAA (Fire Department)
- Sgt. Joshua Peters – MTAA (Police Department)
- Terry Poley – MTAA (Maintenance Department)
- Eric Johnson – MTAA President
- Curtis Sneden – MTAA Director of Development
- Cheryl Trobough – MTAA Director of Administration & Finance
- Matt Narsh – MTAA (Administrative Office)
- Keri Horton – MTAA (Administrative Office)
- Deana Prescott – MTAA (Administrative Office)
- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board

Item 1. Notice.

Chairwoman Stubbs inquired if everyone who requested notification had been notified of this meeting. **Ms. Trobough replied that notifications were sent.**

Item 2. Approve Minutes of the Regularly Scheduled Board Meeting of October 17, 2023 and the Town Hall Meeting of October 19, 2023.

Chairwoman Stubbs asked the Board to review the minutes of the Regularly Scheduled Board Meeting of October 17, 2023 and the Town Hall Meeting of October 19, 2023. She inquired if there were any additions, corrections or comments to the Minutes.

Mr. Ledbetter made the motion to approve the minutes of the Regularly Scheduled Board Meeting of October 17, 2023 as presented. Mr. Armstrong seconded the motion. Motion carried.

Mr. Ledbetter Made a motion to approve the minutes of the Town Hall Meeting of October 19, 2023 as presented. Mr. Sutton seconded the motion. Motion carried with Mr. Armstrong and Mr. Munson abstaining from the vote due to unattendance at the meeting.

Item 3. Public Comment – Registrants: Jim LaCrone; Jeff LaCrone; Dawn Gomez; George Kern; Jim Mirowski; Bill Moore; Ron Banister.

Chairwoman Stubbs acknowledged the registrants to speak during Public Comment. All were present with the exception of Dawn Gomez. Those in attendance spoke in support of maintaining Tammy's Billard Restaurant operation at Philip Billard Airport.

Item 4. Adopt the Agenda.

Chairwoman Stubbs inquired if there were any changes to the Agenda as presented. **Mr. Ledbetter made a motion to adopt the Agenda as presented. Mr. Sutton seconded the motion. Motion carried.**

Item 5. Election of Officers for December 2023 through November 2024.

Chairwoman Stubbs asked if there was a slate of officers to be considered. **Mr. Munson made a motion to consider the slate of Brian Armstrong – Chair; Mike Munson – Vice-Chair; and Lisa Stubbs – Secretary as Board officers for 2024. Mr. Armstrong seconded the motion.**

Mr. Ledbetter stated that he felt it was customary to move Board members up through the officer positions and **offered a substitute motion of Brian Armstrong – Chair; Sam Sutton – Vice-Chair; and Mike Munson – Secretary as Board officers for 2024. Mr. Sutton seconded the motion.**

Chairwoman Stubbs called for the vote on Mr. Ledbetter's substitute motion which failed 2-3 with Mr. Ledbetter and Mr. Sutton voting in favor and Mr. Armstrong, Mr. Munson and Ms. Stubbs voting against.

Chairwoman Stubbs then called for the vote on Mr. Munson's original motion which passed 3-2 with Mr. Armstrong, Mr. Munson and Ms. Stubbs voting in favor and Mr. Ledbetter and Mr. Sutton voting against.

Item 6. Consider Resolution No. 23-294 for Authorization of Depository Signatures; and Resolution No. 23-295 for Authorization of Certificates of Deposit Signatures at All Shawnee County Financial Institutions.

Ms. Trobough explained that with the election of a new chair, the Board of Directors needs to review and approve Resolutions as follows:

1. Resolution No. 23-294 for Certification of Authorization of signatures on the bank accounts at Fidelity State Bank & Trust;
2. Resolution No. 23-295 to designate signatures for the Certificates of Deposit.

Mr. Ledbetter made a motion to adopt Resolutions No. 23-294 and No. 23-295 as presented. Mr. Munson seconded the motion. Motion carried.

Item 7. Consider Approval of Quote Regarding Asbestos Abatement at 6440 SE Forbes Ave. (Bldg. #625).

Mr. Johnson reported that Building 625 has a significant amount of floor tile adhered with mastic, both containing asbestos material along with some ACM wrapped piping. It has been the practice of the MTAA to address asbestos abatement in our properties prior to major construction, renovations or demolition.

With the anticipated lease of the area including Building 625, staff initiated the process of cleaning out the building and requested proposals for asbestos abatement.

Jacobson Asbestos Company provided a quote of $19,875.00. This includes preparation, removal, disposal and OSHA compliant air monitoring in the structure.

Mr. Johnson requested the Board authorize the removal of the asbestos material at a cost not to exceed $19,875.00.

Mr. Ledbetter stated that it was his understanding that there was a contract in place citing that the building would be demolished by the contracting party. Mr. Johnson stated that there is not a contract in place yet. Mr. Ledbetter inquired if there is any type of agreement. Mr. Sneden stated that there have been discussions but there is nothing signed and in place.

Mr. Ledbetter made a motion to table the item for more information regarding the disposition of this building. Mr. Sutton seconded the motion.

After a brief discussion, Mr. Resner advised that it would be necessary to discuss the matter in detail in an Executive Session due to information covered under a non-disclosure agreement.

Mr. Ledbetter withdrew his original motion and made a motion that the meeting be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws. The justification for this Executive Session is the need to preserve attorney-client confidentiality in the discussion of pending contract negotiations. Mr. Ledbetter stated that the Executive Session will be for a period not to exceed ten (10) minutes beginning at 3:35 p.m. and this meeting shall reconvene at 3:45 p.m. The Executive Session is to also include Eric Johnson and Curtis Sneden. Mr. Munson seconded the motion. Motion carried.

Chairwoman Stubbs reconvened the meeting at 3:45 PM. **Mr. Ledbetter made a motion to deny the requested expenses. Mr. Munson seconded the motion. Motion carried.**

Discussion Items:

Item 8. Maintenance Report.

The Maintenance Report for work completed by the MTAA Maintenance Department on the grounds, airfield, vehicles and buildings from October 16, 2023 to November 15, 2023 was presented to the Board for their information and review.

Item 9. TOP Fuel Service Fuel Sales Report.

The TOP Fuel Sales by Product Summary Report for the month of October 2023, along with the sales from January through October were presented to the Board for their information and review.

Item 10. Discussion Regarding TOP Fuel Service Prices.

The volatility of the market was discussed. TOP Fuel Service staff informed the Board that fuel prices fluctuate weekly and the necessary adjustments are being made.

Item 11. Update Regarding Billard Fence Project.

The FAA is still working on the airspace analysis for the fence line at Billard Airport. Due to the KHP not being airport property, the contractor began working in that area. The airspace analysis is expected to be completed in the next couple weeks. The State of Kansas provided a purchase order for their portion of the project. Staff will invoice the State upon completion of the project.

Item 12. Update of Repair Requests from Billard Town Hall Meeting.

The Maintenance Department ordered all the electrical parts to address the lighting in the T-Hangars. Work began on Friday.

The doors and windows at Billard T-Hangars have been repaired or replaced. Upon further inspection, there are a couple more doors that should be replaced soon. Staff is obtaining quotes for those now.

Item 13. Update Regarding TOP Fuel Service JetA Fuel Truck.

Earlier this month, the TOP Fuel Service Jet A truck failed. This truck is still under warranty so staff immediately contacted ProFlo to make repairs. The technician inspected it and determined the PTO failed and required replacement. ProFlo made arrangements with Kansas Powertrain to order the necessary components and complete the repairs. The truck was returned to service but is still not 100%. This has been communicated to ProFlo and Kansas Powertrain.

Information Only Items:

Item 14. Monthly Reports

14.a. Aviation-Related Issues & Air Service – Mr. Johnson

Mr. Johnson provided the following report:

- American Flight Museum was contacted again regarding the aircraft parked on the apron south of the terminal building. Robert Rice responded by email stating they are in the process of selling both aircraft and should have it wrapped up by the end of this week.

- The FAA completed the annual 14 CFR Part 139 inspection. There were some discrepancies to address which were corrected and the inspection was closed out on Friday, November 17th.
- The Water Tower is back on line. The system was tested in accordance with KDHE requirements and is fully operational. The water tower should not require any more than the scheduled wash out and minor maintenance for another 15 years.
- Apron pavement repairs completed at FOE. There were ten storm water drains on the apron at FOE that were in need of repair. Bettis asphalt provided a reasonable quote for the repair and completed this work earlier in the month.
- Bids were publicly opened for the SE Forbes Avenue overlay project on November 16th. Sam Stallbaumer will review the bids and confirm accuracy. The bids will be available for Board consideration at the December meeting. This project is scheduled to begin in April 2024. Also included in the bid is the cost for the mill and overlay of the terminal building parking lot.

14.b. Economic Development & Leasing Activity – Mr. Sneden

Mr. Sneden provided the following report:

- Topeka will be playing an important role in the Kansas Aviation Triad, along with Salina and Wichita. This should open new sectors including wide-body jet maintenance, repair and overhaul. The MTAA is working with local and state authorities to fund design, site preparation and ultimately construction of a hangar complex to house future MRO operations. WSP has been doing significant design work relative to the site at TRBC which is optimal from the standpoint of traffic, visibility and available room. However, the cost of site preparation there has grown to an estimated $57 million. The MTAA team is looking to alternative sites which, though perhaps compromising some other convenient attribute could be converted to MRO use at a lower cost. The MTAA will be asking the Governor to include $3 to $4 million in her next state budget to support design work, possible land acquisition and environmental assessment at the alternative sites.
- Building 167 has been converted into two rentable spaces, the northern-most of which is under final lease negotiations with the prospect tenant likely to take occupancy in December.
- Building 379 has recently been leased by K&L Concert Systems. The new tenant is making substantial repairs and upgrades to the interior of the building, while the MTAA has installed a gravel drive to give the tenant vehicular access to the north loading dock.
- Mr. Sneden and lease administrator, Deana Prescott, have been working with tenants along University Boulevard to clarify boundary lines and clean up overgrown foliage. This will be an ongoing project to elevate the overall look of the campus.
- Mr. Sneden thanked his MTAA colleagues and the Air Explorer Post No. 8 at Billard Airport for hosting the October 19 Tenant Town Hall meeting. Approximately 40 Billard tenants and other community members attended. They received a briefing on recent work projects at Billard and the upcoming new leasing policy to be implemented at Billard.

14.c. Directors' Comments

- Mr. Ledbetter expressed concerns regarding the upkeep and overall appearance of Bldgs. #140, #801, #600 and #619.

- Mr. Armstrong expressed his appreciation to the staff for all of their hard work on the projects completed throughout the year.
- Mr. Munson briefly presented a proposal he would like discussed at the next meeting concerning the development for a Board Policy to streamline communications with staff.

Item 15. Executive Session

Chairwoman Stubbs stated there was a need for an Executive Session.

Mr. Armstrong made a motion that the meeting be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws. The justification for this Executive Session is the need to preserve attorney-client confidentiality in the discussion of pending contract negotiations. Mr. Armstrong stated that the Executive Session will be for a period not to exceed thirteen (13) minutes beginning at 4:57 p.m. and this meeting shall reconvene at 5:10 p.m. The Executive Session is to also include Eric Johnson and Curtis Sneden. Mr. Ledbetter seconded the motion. Motion carried.

Chairwoman Stubbs reconvened the Open Session meeting at 5:10 PM stating additional time was needed. **Mr. Armstrong made a motion to extend the executive session for an additional nineteen (19) minutes and this meeting will reconvene at 5:30 PM. Mr. Ledbetter seconded the motion. Motion carried.**

Chairwoman Stubbs reconvened the Open Session meeting at 5:30 PM stating additional time was needed. **Mr. Armstrong made a motion to extend the executive session for an additional ten (10) minutes and this meeting will reconvene at 5:42 PM. Mr. Ledbetter seconded the motion. Motion carried.**

Chairwoman Stubbs reconvened the meeting at 5:42 PM and stated that there was no action as a result of the Executive Session.

Adjournment

Chairwoman Stubbs inquired if there was any further business to discuss, hearing none, she asked for a motion to adjourn. **Mr. Munson made a motion to adjourn. Mr. Ledbetter seconded the motion and the meeting was adjourned at 5:42 PM.**

These official minutes were approved by the Board of Directors on December 19, 2023.

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Lisa D. Stubbs, Secretary

METROPOLITAN TOPEKA AIRPORT AUTHORITY
TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Presentation of the 2022 Audit Report by Berberich Trahan & Co., P.A. (Board Action Required)**

Date: December 14, 2023

The enclosed 2022 Audit Report, as prepared by Berberich Trahan & Co., P.A., will be presented remotely at Tuesday's meeting by Stacey Hammond and Kayla Williams. During the presentation via Zoom, they will be able to 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 2022 Audit Report.

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

MTAA
METROPOLITAN TOPEKA AIRPORT AUTHORITY
TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Proposal for GASB-87 and GASB-96 Compliance Assistance Program from DebtBook. (Board Action Required)**

Date: December 14, 2023

In preparation for the 2022 Audit, the MTAA subscribed to a lease recording software (DebtBook) in order to produce the required reporting for compliance with GASB-87, a new standard set forth by Governmental Accounting Standards Board (GASB). With the large number of leases, the process was very time consuming, but all of the kinks were worked out for the reporting to be included in the audit. With further training, this software should be functional to not only produce the reporting required for the audit report, but also be a very useful tool for the Director of Development and the Leasing Administrative Assistant as a lease tracking program.

Staff entered into an agreement with DebtBook in 2022, at a cost of $9,775, for the implementation and yearly fee for the leasing software.

There is another new audit standard effective for the 2023 audit. GASB-96 relates to the disclosure of IT Subscriptions. The MTAA's exposure under GASB-96 is not as massive as GASB-87 because there aren't nearly as many IT subscriptions as there are leases.

Because DebtBook has been awarded the bid for Information Technology, Equipment, Software, and Services from The Interlocal Purchasing System (TIPS), a government purchasing cooperative which the MTAA is a member, MTAA is eligible for a discounted renewal cost for the coming year at $9,975.

DebtBook has provided a quote for the two additional contract years at the rates of $12,000 for November 2024 renewal and $14,300 for November 2025 renewal, for a total of $26,300.

If there are any questions, please do not hesitate to contact me. Stacey Hammond, BT&Co., will also be on hand Tuesday to further explain the necessity of this software and answer any questions.

ORDER FORM
RELATING TO A VENDOR AGREEMENT WITH
REGION 8 EDUCATION SERVICE CENTER AND THE INTERLOCAL PURCHASING SYSTEM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide the customer executing below ("**Customer**") with the Services subject to the terms established in this Order Form and under a Vendor Agreement (the "**Vendor Agreement**") among DebtBook, Region 8 Education Service Center, and The Interlocal Purchasing System, a government purchasing cooperative ("**TIPS**"), awarded pursuant to TIPS RFP 230504 Information Technology, Equipment, Software, and Services (the "**TIPS Solicitation**"). The Vendor Agreement and the TIPS Solicitation documents described in the Vendor Agreement are collectively referred to as the "**TIPS Agreements**". This Order Form sets forth the specific "Sales Terms" between DebtBook and Customer as contemplated by Section 5 of the Vendor Agreement.

DebtBook and Customer DebtBook will provide the Services pursuant to the terms of the TIPs Agreements and this Order Form, including DebtBook's pricing document attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**").

The Services are subject to the TIPs Agreements, DebtBook's General Terms & Conditions, which have been provided to Customer (the "**Terms & Conditions**"), the Incorporated Documents referenced in the Terms & Conditions, and any additional terms set forth in **Exhibit B** to this Order Form (the "**Customer Terms**"), which, together with this Order Form and any other Order Form in effect from time to time, constitute the complete "**Agreement**" between the parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form.

Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Effective Date; Initial Term. The Effective Date of this Order Form will be the date indicated beneath the Customer's signature below unless a specific Effective Date is set forth in the Customer Terms. This Order Form will remain in effect for the Initial Term indicated in the DebtBook Quote.

Services. The DebtBook Quote sets forth the Services to be provided to Customer under this Order Form, including the specific Products to be provided to Customer through its access to the Application Services.

Fees. DebtBook will charge Customer a recurring Subscription Fee as set forth in the DebtBook Quote for Customer's access to the Onboarding Services, the Application Services, and the Support Services. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote and otherwise in accordance with the TIPS Agreements for the Premium Implementation Services.

Billing. Unless otherwise provided in the Customer Terms, (1) all Fees will be due and payable annually and subject to the payment terms set forth in the Terms & Conditions, and (2) each invoice will be emailed to Customer's billing contact indicated in the DebtBook Quote.

Notices. Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the DebtBook Quote and, if to DebtBook, the address below DebtBook's signature below.

[Signatures Begin on Following Page]

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK	METROPOLITAN TOPEKA AIRPORT AUTHORITY, KS
By: ____________________	By: ____________________
Name: Michael Juby	Name: ____________________
Title: COO	Title: ____________________
Notice Address	**Date:** ____________________
PO Box 667950 Charlotte, NC 28266 Attention: Chief Operating Officer legal@debtbook.com	**Purchase Order Required**: Yes ____ No ____

Exhibit A

DebtBook Quote

[See attached]

Metropolitan Topeka Airport Authority, KS

6510 SE Forbes Avenue

Topeka, KS 66619

Prepared For:

Cheryl Trobough | Director of Administration and Finance

ctrobough@mtaa-topeka.org

(785) 862-2362

Prepared By:

Josh Nassau-Young

Customer Success Manager

josh.nasau-young@debtbook.com

Notice Address:

PO Box 667950

Charlotte, NC 28266

The Renewal Term under this Renewal Order Form is 2 year(s). The Application Services purchased under this Renewal Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and, if applicable for any Product, the Implementation Services option indicated below.

Products

Description	Year 1	Year 2
2023 Tier 3 - Lease - 23LST3-2 DebtBook's Lease management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	-	-
2023 Tier 3 - Subscriptions - 23SST3-2 DebtBook's Subscriptions management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	-	-
Product Bundle Total	**$12,000**	**$14,300**

Implementation Services

Implementation Services	Price
2023 Tier 3 Subscriptions Premium Implementation - 23SPI3-2 The additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	**$0**

Total Contract Value **$26,300**

Exhibit B

Customer Terms

The additional terms set forth below constitute "**Customer Terms**" for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

The attached Exhibit B, STANDARD PROVISIONS INCORPORATED INTO CONTRACTS WITH THE METROPOLITAN TOPEKA AIRPORT AUTHORITY, executed by the parties on November 18, 2022, is hereby incorporated into this Agreement.

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. <u>Definitions</u>.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

"**Application Services**" means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**DebtBook Quote**" means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Guided Implementation Services**" means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is <u>not</u> a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"**Implementation Services**" means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term established in the Order Form.

"**Onboarding Services**" means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

"**Order Form**" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

"**Premium Implementation Services**" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

"**Pricing Tier**" means, if applicable, Customer's pricing tier for each Product as of the date of determination.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's Prompt Payment Act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED

OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, the TIPS Agreements, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, (4) the TIPS Agreements, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

MTAA
METROPOLITAN TOPEKA AIRPORT AUTHORITY
TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Bids Received for 2023-2024 Pavement Maintenance Project. (Board Action Required)**

Date: December 13, 2023

The 2023 Street Pavement Maintenance Program focused on SE Forbes Avenue, between SE Airport East Drive and Gary Ormsby Drive with the design in 2023 and construction in 2024. In addition to the pavement repair, we will also address storm water runoff. The project was advertised for bid as required and we held a public bid opening on November 16, 2023 at 2:00 p.m. at the MTAA administration office.

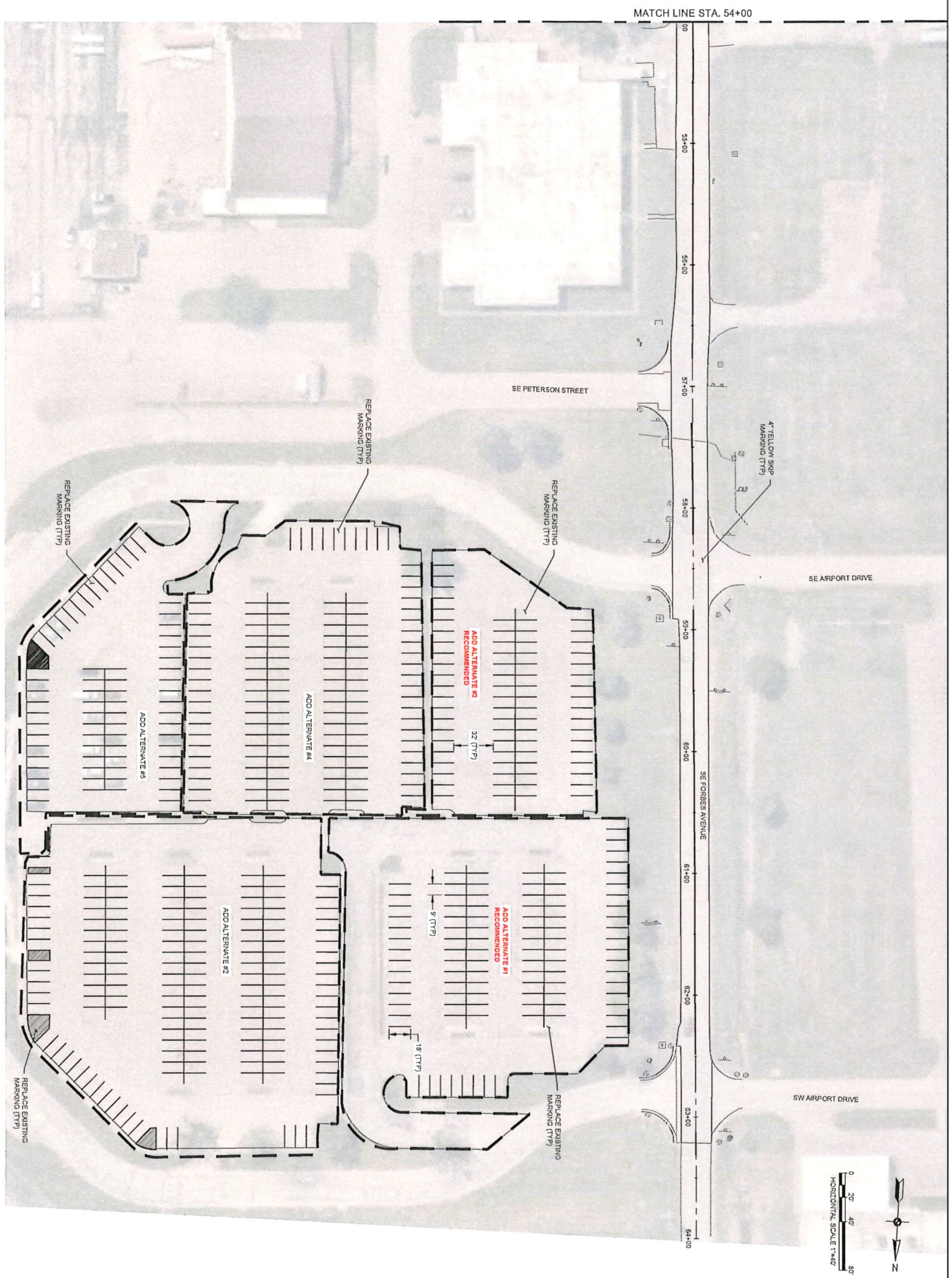
The bid opening produced the following results:

Project Locations	Bettis Asphalt & Construction Inc.	Sunflower Paving Inc.
SE Forbes Avenue	**$ 919,844.00**	$ 1,049,555.00
Bid Alternate #1	**$ 104,882.50**	$ 111,497.50
Bid Alternate #2 Not Recommended	$ 130,063.00	$ 137,637.50
Bid Alternate #3	**$ 53,110.50**	$ 56,215.00
Bid Alternate #4 Not Recommended	$ 87,274.00	$ 92,470.00
Bid Alternate #5 Not Recommended	$ 56,347.00	$ 59,885.00
Recommended Total	**$1,077,837.00**	**$1,217,267.50**

Upon review of the bids offered by both contractors, staff determined Bettis Asphalt and Construction Inc., the overall low bidder, provided the best value for the project and falls within the budgeted amount. I recommend the Board authorize staff to contract with Bettis Asphalt and Construction Inc. for the SE Forbes Avenue project along with Bid Alternates #1 and #3 at a cost not to exceed One Million Seventy-seven Thousand Eight Hundred Thirty-seven Dollars ($1,077.837.00).

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

PLOT DATE: Oct 12, 2023 - 4:08PM
FILE NAME: 30900280H_CM1.01.DWG



METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL BUSINESS CENTER
2023 MTAA STREET OVERLAY PROGRAM

6510 SE FORBES AVENUE, SUITE 1
TOPEKA, KANSAS 66619

WSP USA INC.
300 WYANDOTTE STREET, SUITE 200
KANSAS CITY, MO 64105
T 816-702-4300 | www.wsp.com

NO.	DESCRIPTION	DATE

10-16-2023

ISSUED FOR BID

SHEET TITLE
MARKING PLAN 4
FORBES STA 54+00 TO STA 63+22
AND ADD ALTERNATES

DATE	OCTOBER 16, 2023
SCALE	N.T.S.
DRAWN BY	CFR
CHECKED BY	SFS
APPROVED BY	SFS
WSP PROJECT NUMBER	30900280H
SHEET NUMBER	CM1.04

SHEET 28 OF 28

SCALE(S) AS NOTED ON THIS SHEET ARE BASED ON A FULL SIZE 22 X 34 SHEET.

Maintenance`Report
November 20 – December 14

11/20/23

- Took Culvert's – Billard (where gate will go)
- Brought tractor back to put in hay barn
- Fixed Fence
- Worked on cleaning and painting pump station
- Built pipe and pulled wire at Hangar #9 - Billard
- Installed plug, switch and new led light at Billard T-Hanger #9
- Started reading water meters
- Cleaned terminal wood shop area
- Water Testing
- Airfield Inspection and Repairs as Needed

11/21/23

- Finished reading water meters
- Finished painting water plant
- Mounted VFD in water plant on wall
- Started all snow equipment
- Worked on salt and sand spreader
- Water Testing
- Airfield Inspection and Repairs as Needed

11/23/23

- Installed wire and T-stat for heater in water tower, checked voltage and made sure everything worked
- Got three plow trucks loaded with Urea, Two at FOE and One at TOP
- Put blades on trucks
- Took skid loader and blower to Billard
- Cleaned up Industrial Park
- Cleaned up Shop
- Water Testing
- Airfield Inspection and Repairs as Needed

11/25/23

- Snow removal from 2:15pm until 11/26/23 at 9am

11/27/23

- Repaired Billard snow blower, weld broke, replaced bad hydraulic lines
- Fixed Hydraulic line on Unit 318 – P&F plow truck
- Took blower to Billard to finish work after the Billard blower broke down.
- Fixed Runway and Taxiway lights that had gotten broken during snow storm
- Moved U-319 to hangar so Steve could work on it the next day
- Ordered supplies
- Located propane tank and heaters for use at Bldg. 139
- Inspected plow 4 that had gotten damaged during snow removal
- Water Testing
- Airfield Inspection and Repairs as Needed

11/28/23

- Took blade and frame off plow truck #4
- Took snow blower out on ramp to knock down windrow on fire lane
- Worked with Kansas Door at Billard to finish last two door installs
- Cut off extra metal on shop door to get ready for trim work
- Got quotes for asphalt repairs (drain on the ramp)
- Water Testing
- Airfield Inspection and Repairs as Needed

11/29/23

- Finish trim work on shop door
- Put new blades on plow 315
- Worked on water plant painting
- Sent crew to Billard to clean up snow around the T-Hangars
- Burned brush piles
- Water Testing
- Airfield Inspection and Repairs as Needed

11/30/23

- Received three different quotes for T-Hangar door seals, waiting on pricing.
- Worked on snow blower
- Filled dispenser with product at the new terminal
- Looked at Hangar 75 door problems, need to make bracket
- Removed plywood over holes in shop tool room, filled with sand
- Got plow truck to Billard and topped off fuel
- Topped off all trucks with fuel at Billard
- Retirement lunch for Frank
- Washed shop trucks
- Water Testing
- Airfield Inspection and Repairs as Needed

12/1/23

- Made bracket for hangar 75 at Billard and installed
- Finished putting product in dispensers at New Terminal
- Finished snow blower repair
- Installed glass on wheel loader
- Repaired pump gasket on deicer machine
- Dug out pit and saw cut concrete in tool room.

- Cleaned and stacked supplies in back room at the terminal
- Cleaned shop
- Water Testing
- Airfield Inspection and Repairs as Needed

12/4/23

- Removed sheet rock at Police & Fire to get to drains that need cleaned out. Removed flooring and sheet rock for mold.
- Got back tool room ready for concrete
- Got boom sprayer working
- Ran pipe and wire and installed antenna at Billard new Terminal
- Water Testing
- Airfield Inspection and Repairs as Needed

12/5/23

- Took truck to TBS for radio installation
- Swept taxiway Alpha and Delta
- Cleaned up metal at Bldg. 139
- Poured 11 yards of flowable fill at Maintenance shop tool room
- Worked on flooring, sheet rock wall and drains in bathrooms at Police & Fire
- Fixed electrical at Bldg. #260
- Water Testing
- Airfield Inspection and Repairs as Needed

12/6/23

- Worked on flooring, sheet rock wall and drains in bathrooms at Police & Fire
- Took second truck to TBS for radio installation
- Worked on pipe and wire for Billard t-hangars. Installed new plugs and switches for led lights.
- Dug out dirt and installed two culverts at Billard. This is for the gates required for the fence project
- Worked on cleaning out Bldg. #139
- Water Testing
- Airfield Inspection and Repairs as Needed

12/7/23

- Worked on Billard T-Hangar electrical
- Helped move items from old terminal to new terminal for Billard FBO
- Got equipment back to Forbes (backhoe, skid steer etc. that were used for culvert install)

- Graded areas and removed trees in AOA at Forbes to make mowing easier
- Continued bathroom repairs at Police & Fire
- Removed scrap metal from Bldg. #139
- Water Testing
- Airfield Inspection and Repairs as Needed

12/8/23

- Worked with SPCC
- Continued to clean drains at Police & Fire
- Continued work on cleaning out Bldg. #139
- Continued dirt work on AOA
- Continued electrical work at Billard T-Hangars
- Water Testing
- Airfield Inspection and Repairs as Needed

12/11/23

- Continued electrical work at Billard T-Hangars
- Rebuilt wall at Police and Fire
- Burned wood piles on AOA and continued dirt work
- Loaded out trash and metal at Bldg. #139
- Water Testing
- Airfield Inspection and Repairs as Needed

12/12/23

- Continued electrical work at Billard T-Hangars
- Finished up bathroom repairs at Police & Fire
- Finished up cleaning out trash at Bldg. #139
- Continued dirt work on AOA
- Water Testing
- Airfield Inspection and Repairs as Needed

12/13/23

- Continued electrical work at Billard T-Hangars
- Dirt work at Billard T-Hangars to help with water getting in the hangars
- Hauled metal to Baileys from Bldg. #139
- Inspected T-Hangar #74 to see what would be needed to do repairs
- Water Testing
- Airfield Inspection and Repairs as Needed

12/14/23

- Two interviews for maintenance position that was open
- Repaired Billard T-Hangar #74
- Worked on replacing bad lamp at Terminal Parking Lot (Forbes)
- Worked on dirt work at Billard T-Hangars and then did clean up
- Worked on electrical at Billard T-Hangars
- Finale clean up for Bldg. #139
- Repaired urinals and cleaned drains at Administration

Sales By Product Summary
Receipt Date : 01-Nov-23 to 30-Nov-23
Products : All

Product	Remittance Report	Quantity	Product Total	Tax	Total Sales
Avgas 100LL	Cash	26.90	$ 116.35	$ 10.88	$ 127.23
Avgas 100LL	Credit Card	2,488.30	$ 14,364.61	$ 1,343.14	$ 15,707.75
Tax Exempt Avgas	Cash	97.30	$ 531.38	$ -	$ 531.38
Tax Exempt Avgas	Credit Card	89.20	$ 523.07	$ -	$ 523.07
SUB		**2,701.70**	**15,535.41**	**1,354.02**	**16,889.43**
Jet A Fuel with FSII Additive	Cash	483	2149.29	200.96	2350.25
Jet A Fuel with FSII Additive	Contract Fuel	390	0	0	0
Jet A Fuel with FSII Additive	Credit Card	2873	13242.95	1090.61	14333.56
Jet A Tax Exempt	Cash	183	808.26	0	808.26
SUB		**3,929.00**	**16,200.50**	**1,291.57**	**17,492.07**
TOTAL		**6,630.70**	**31,735.91**	**2,645.59**	**34,381.50**

Based at Billard

T-Hangar sales	$	8,080.13
TAC	$	1,978.89
Post 8	$	320.87
State Aircraft	$	1,339.64
Newcomer	$	-
Jetz	$	925.87
Top Aviation Services	$	1,642.96
TOTAL	**$**	**14,288.36**

Cause for the drastic reduction in sales

1. Jet A truck down for repairs 5 days
2. Winter storm/Weather 3 days
3. Thanksgiving holiday 2-4 days
4. State only had 2 aircraft flying in Nov