



MTAA

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL | BILLARD AIRPORT
AIRPORT & BUSINESS CENTER

Board of Directors

MTAA Board Work Session & 2025 Budget Workshop 2:00 PM
MTAA Board Meeting 3:00 PM

Tuesday, August 20, 2024

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 Regularly Scheduled Board Meeting of July 15, 2024 and Special Board Meeting of August 2, 2024
3. Public Comment
4. Adopt Agenda
5. City of Topeka Neighborhood Revitalization Plan Presentation

DISCUSSION ITEM:

6. Consider Purchase of Fuel Trailers

ACTION ITEMS:

7. Consider Purchase of One (1) New Police Vehicle
8. Consider Approval of Revised Quote for Disposal of Waste Material
9. Consider Quote for Roof Replacement for Building #820
10. Consider Approval of MTAA Resolution No. 24-300 Authorizing the Acceptance of Grant Offers No. 3-20-0113-047-2024 (BIL), 3-20-0113-049-2024, and 3-20-0113-050-2024 Through Federal Aviation Administration for Reconstruction of Taxiways Alpha and Delta at Topeka Regional Airport.
11. Consider Approval of MTAA Resolution No. 24-301 Authorizing Change in Authority Clerk
12. Final Review of 2025 Budget and Authorization to Publish the Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing



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INFORMATIONAL REPORTS:

13. Monthly Reports:

- a. Aviation-Related Issues & Air Service – Eric Johnson
- b. Maintenance Report – Eric Johnson
- c. TOP Fuel Service Fuel Sales Report – Eric Johnson
- d. Economic Development & Leasing Activity – Curtis Sneden
- e. Financial Reports – Laura Hartley
- f. Directors' Comments

14. Executive Session



MTAA

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Board of Directors

Metropolitan Topeka Airport Authority July 15, 2024

Work Session..... 2:00 PM

Mr. Dwight Menke presented information to the Board on the current insurance climate as well as best options for fees for group medical insurance. The Board requested that they receive information on the next insurance renewal when it is available in September.

Draft #3 of the 2025 Budget was presented to the Board. Staff provided updates to the draft presented in June. The timeline was discussed as was the likelihood of exceeding the Revenue Neutral Rate (RNR) of 2.065 as provided by the Shawnee County Clerk's office. The revised estimated assessed valuation as of July 1, 2024 of \$2,308,636,385 was provided.

Regular Monthly Meeting 3:00 PM

Chairman Brian Armstrong brought the regular monthly meeting of the MTAA Board of Directors to order at 3:01 PM with the following other Board members present: Lisa Stubbs, Joe Ledbetter, Sam Sutton and Mike Munson. Also in attendance were:

- Sam Stallbaumer - WSP USA, Inc.
- Chris Prescott – Via ZOOM
- Dwight Menke, Kansas Financial Insurance
- Scott Uhl - WSP USA, Inc.
- Scott Gilchrist – Million Air – Via ZOOM and later in person
- Don Loyd – MTAA TOP Fuel Service
- Terry Poley – MTAA Maintenance Department
- Maj. Chris Ortega – MTAA Police & Fire Chief
- Eric Johnson – MTAA President
- Matt Narsh – MTAA Admin
- Curtis Sneden – MTAA Director of Development
- Cheryl Trobough – MTAA Director of Administration & Finance
- Laura Hartley – MTAA Asst. Director of Administration & Finance
- Deana Prescott – MTAA (Administrative Office)
- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board
- Lisa Zerbe – HR Partners – through Item 4a. below.

Item 1. Notice.

Chairman Armstrong inquired if everyone who requested notification had been notified of this meeting. **Mr. Johnson replied that notifications were sent.**

Item 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting of June 18, 2024.

Chairman Armstrong asked the Board to review the minutes of the Regularly Scheduled Board Meeting of June 18, 2024. He inquired if there were any additions, corrections or comments to the Minutes. Mr. Ledbetter added corrections to his Director's comments to add details of the complaints he had on a couple of the buildings being leased. **Mr. Sutton made the motion to approve the minutes as noted above. Mr. Ledbetter seconded the motion. Motion carried.**

Item 3. Public Comment.

Chairman Armstrong inquired if there was anyone registered to speak during Public Comment. **Mr. Johnson replied that there was no one registered to speak.**

Item 4. Adopt the Agenda.

Chairman Armstrong stated there were changes to the Agenda as presented. Two suggested items to be added were an executive session and discussion relating to the code of conduct. **Mr. Armstrong made a motion to adopt the Agenda as amended. Mr. Ledbetter seconded the motion. Motion carried.**

Item 4a. Executive Session

Lisa Zerbe with HR Partners attended to present information to discuss non-elected personnel. **Chairman 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 is to discuss non-elected personnel matters. The Executive Session will be for a period not to exceed twenty (20) minutes beginning at 3:06 PM and the meeting shall reconvene in open session at 3:26 PM. Included in the Executive Session will be Lisa Zerbe, Tim Resner and Eric Johnson. Mr. Munson seconded the motion. Motion carried. Chairman Armstrong reconvened the meeting at 3:27 p.m.**

Item 4b. Code of Conduct

Mr. Resner discussed the changes to the Code of Conduct based on the prior work session's comments. It was determined to present the revised Code of Conduct at the next monthly Board meeting for approval.

Action Items:

Item 5. Consider MTAA Resolution No. 24-297 to Approve Conflict of Interest Policy.

Chairman Armstrong asked for a vote on the conflict-of-interest policy. Per the bylaws, policies must pass with a 4/5 vote. Mr. Munson found one small correction. **Ms. Stubbs made the motion to approve the conflict of interest policy per Resolution No. 24-297 including the correction noted. Mr. Munson seconded the motion. Motion approved and carried with a vote of 5-0.**

Item 6. Consider Write-off of Accounts Receivable No Longer Deemed Collectible.

Ms. Hartley presented the information on the customers with old, uncollectible balances. Total write-offs requested were in the amount of \$122,630.25. **Mr. Ledbetter made the motion to approve the write-offs of accounts receivable in the amount of One Hundred Twenty-Two Thousand Six Hundred Thirty Dollars and Twenty-Five Cents (\$122,630.25). Mr. Sutton seconded the motion. Motion carried.**

Item 7. Consider Resolution No. 24-298 for Authorization of Depository Signatures; and Resolution No. 24-299 for Authorization of Certificates of Deposit Signatures at All Shawnee County Financial Institutions.

Mr. Johnson presented the request for Resolutions No. 24-298 and 24-299 to change signatories on the banking accounts and CDs from Cheryl Trobough to Laura Hartley. **Mr. Munson made the motion to approve the Resolutions No. 24-298 and 24-299. Mr. Ledbetter seconded the motion. Motion carried.**

Item 8. 2025 Budget – Notice of Revenue Neutral Rate Intent to Shawnee County Clerk.

Along with Draft #3 of the 2025 Budget, the Notice of Revenue Neutral Rate Intent form to be submitted to Shawnee County by 5:00 PM on July 20, 2024 and the Hearing Notice to Exceed Revenue Neutral Rate and Budget Hearing to be published were provided to the Board.

Based upon the budget as presented, the mill levy for the 2025 budget is expected to be 2.239 with the MTAA's Ad Valorem tax levy to be \$5,168,921.

With the RNR being exceeded, there was discussion on the timeline to meet the deadlines as established by the Shawnee County Clerk's office:

- The Notice of Revenue Neutral Rate Intent to be exceeded will be sent to Shawnee County Clerk's office declaring the date of the RNR/Budget Hearings to be held September 17, 2024.
- The RNR/2025 Budget Hearing Notice for publication will be approved at the August 20, 2024 Board meeting allowing the publication of the notice ten (10) days prior to the RNR/Budget Hearings as required by the State. Once the notice is published, the only changes allowed to be made to the budget is to decrease the Proposed Expenditures for 2025.
- At the September 17th hearings, the process to follow will be:
 - 1) The RNR Hearing must be held first, allowing time for any taxpayers present to speak. The hearing is to be closed and a meeting called to order in open session for the Board to take a "Roll-Call" vote on the resolution to exceed the RNR.

- 2) Open Session is closed and the Budget Hearing for the 2025 Budget is held, allowing time for any taxpayers present to speak. Budget Hearing is then closed and the Regular Board Meeting convenes at the published time.
- 3) The Board will vote to approve the 2025 Budget for submission to the Shawnee County Clerk's office by October 1.

Mr. Ledbetter made a motion to notify the Shawnee County Clerk's office of the MTAA's intent to exceed the Revenue Neutral Rate and hold the RNR/2025 Budget Hearings on September 17, 2024. Ms. Stubbs seconded the motion. Motion carried.

Informational Only Items:

Item 9. Monthly Financial Reports

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

Mr. Johnson provided the following report:

- KS Assoc. of Airports conference Oct. 9-11 – the MTAA is hosting at Cyrus Hotel – airports from across the state of KS will attend.
- The Passenger Boarding Bridge schedule has been accelerated to this week and tentative install date moved up considerably.
- SE Evans paving work is complete. SE Forbes Ave work is ongoing.
- The project with the Taxiway A/D construction was being delayed due to an issue with FAA reimbursable agreement. This has progressed and a grant offer is expected within a week or two.
- KDOT has an airport grant for \$1,000,000 that MTAA has applied for. KDOT Aviation has allocated \$5,000,000 for this in 2025 and no one airport is eligible to receive over \$1,000,000. They hope to make announcements of the awards on July 25.
- The draft request for qualification services for on-call engineers has been submitted to the FAA. Once staff hears back from the FAA, the RFQ will be advertised. Mr. Johnson asked for Board volunteers for the selection committee once approval from the FAA is received.
- With the new Fuel Farm in full operation, there are 3 fuel storage tanks that are no longer being used. Mr. Johnson asked for guidance on how to proceed with disposing, repurposed, or selling the tanks. The Board will review information on the condition of the tanks at the next Board meeting and decide from there.

9.b. Maintenance Report – Mr. Johnson

The Maintenance Report for work completed by the MTAA Maintenance Department on the grounds, airfield, vehicles and buildings from June 17, 2024 to July 5, 2024 was presented to the Board for their information and review.

9.c. TOP Fuel Service Sales Report Maintenance Report – Mr. Johnson

The TOP Fuel Sales by Product Summary Report for the month of June 2024, along with the 2024 total annual sales were presented to the Board for their information and review.

9.d. Economic Development & Leasing Activity – Mr. Sneden

Mr. Sneden provided the following report:

- Update on MRO/NIAR, including that the task force has identified the optimal site for the MRO hangar complex.
- Mr. Sneden has been conducting aerospace industry calls and talking with industry executives along with Go Topeka and Baker Donelson on aviation in Topeka and future possibilities.
- The sale of "Whale Parcel" has been executed. The buyer has already planted soybeans. If the FAA does not approve, the MTAA keeps earnest money. The FAA has had positive comments thus far.

- The ribbon cutting at Billard Terminal went well. SKY restaurant also opened that day and there have been several comments on the restaurant.
- Update on other leasing activity and maintenance improvements on properties.
- Update on the proposed concept from Stephen Osborne for the repurposing of the old Billard terminal building for his flight school and hangar construction.

9e. Financial Reports

Ms. Hartley presented the monthly financial reports through May 31, 2024 as well as the delinquent status report as of June 30, 2024.

9f. Directors' Comments

Mr. Sutton would like to see the board packet a bit more in advance of the Board meeting. He inquired about several maintenance building updates including a wider door installed on the maintenance building, and an update on the SRE building. He noted that storage tanks would be a great idea and a huge asset at Billard. Mr. Sutton expressed concerns about losing real estate on the apron space for the hangar that Stephen Osborne wants to build. Mr. Sutton has concerns that Building 600 is deteriorating and not being taken care of. Mr. Sneden replied that the MTAA has been in discussions with Freeman Holdings and some of the hangars/buildings may be coming off-lease and returned to the MTAA.

Ms. Stubbs expressed concern about the mulch piles at the fence line and stated it does not look kept up. There have been conversations with R&R regarding getting their lot cleaned up. Ms. Stubbs thanked Cheryl Trobough for her 38 years of service.

Chairman Armstrong asked about doing something at the air show with the chamber of commerce and the board. He also inquired about the Forbes Field and Philip Billard obligation as far as MTAA police & fire coverage and coverage at the 190th and how that works together. Mr. Armstrong asked Mr. Johnson to make a presentation on this at the next Board meeting.

Mr. Munson noted that we should work with the Air Show team on getting a joint tenant-board event one of the days of the event. Mr. Munson expressed excitement about the potential flight school and building concept at Billard Airport.

Mr. Ledbetter thanked Cheryl for her work. He discussed building 600 and asked about getting a bid to rebuild the pocket door. With regard to Building 612, he noted that he has made complaints about this since he's been on the board. There is a lot of junk piled out on a tarmac. He criticized that it looks horrible and expressed concern if they were even current on their rent. Mr. Ledbetter asked for the Board packet sooner, at least 5 working days before the Board meeting. Mr. Ledbetter asked for all other information to be sent that early even if financials would not yet be included. He stated that Board members are not paid and need that information in a timely fashion. Mr. Ledbetter noted that the Topeka Metro board had documents 5-7 days before the meeting and the MTAA should strive for that. He also remarked on the new terminal storm water problem coming off the north end that pools up on the tarmac which could cause an ice problem later this year. Mr. Ledbetter asked the engineer to inspect and repair it as it was their design problem in his opinion. Finally, he brought up the idea of adding a readiness to serve to MTAA water bills for any vacant building. He remarked the readiness to serve was something the city incorporated and he assisted on the implementation.

Adjournment

Chairman Armstrong inquired if there was any further business to discuss, hearing none, he asked for a motion to adjourn. **Ms. Munson made a motion to adjourn. Ms. Stubbs seconded the motion and the meeting was adjourned at 4:56 p.m.**

These official minutes were approved by the Board of Directors on August 20, 2024.

Lisa D. Stubbs, Secretary



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

Board of Directors

Metropolitan Topeka Airport Authority August 2, 2024

Special Meeting via Zoom 8:00 AM

Chairman Brian Armstrong brought the special meeting of the MTAA Board of Directors to order at 8:00 AM with the following other Board members present: Lisa Stubbs, Joe Ledbetter (at MTAA Office), Mike Munson and Sam Sutton. Others in attendance were:

- Kevin Fowler – Attorney
- Sam Stallbaumer – WSP
- Scott Uhl – WSP
- Adam Nobbs – Clarkson Construction
- Eric Johnson – MTAA President
- Cheryl Trobough – MTAA Director of Administration and Finance
- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board

Item 1. Notice.

Chairman Armstrong inquired if everyone who requested notification had been notified of this meeting. **Mr. Johnson replied that notifications were sent.**

Item 2. Adopt the Agenda.

Chairman Armstrong 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.**

Action Items:

Item 3. Review Bids Received for the Taxiway Alpha/Delta Reconstruction Project and Consider Award of Bid.

Mr. Johnson presented the contract for Clarkson Construction Company in the amount of \$8,435,271.10. Clarkson was the awarded low bidder per the sealed bid process. **Ms. Stubbs made a motion to approve the award to Clarkson for \$8,435,271.10. Mr. Munson seconded the motion. Motion carried.**

Item 4. Consider Approval of WSP USA, Inc. Agreement No. 30900280 – Task Order No. 17 – Taxiway Alpha/Delta Reconstruction Project.

Mr. Johnson presented the contract for WSP for Task Order No. 17 for work on the Taxiway Alpha/Delta Reconstruction Project. The agreement award requested was in the amount of \$598,050.00. **Ms. Stubbs made a motion to approve the award of Agreement No. 30900280 – Task Order No. 17 in the amount of \$598,050.00. Mr. Ledbetter seconded the motion. Motion carried.**

Adjournment

Mr. Ledbetter made a motion to adjourn. Mr. Munson seconded the motion and the meeting was adjourned at 8:11 a.m.

These official minutes were approved by the Board of Directors on August 20, 2024.

Lisa D. Stubbs, Secretary

Metropolitan Topeka Airport Authority
Topeka Regional Airport & Business Center | Bldg. 620
6510 SE Forbes Ave., Ste. 1 | Topeka, KS 66619-1446
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mtaa-topeka.org



CITY OF TOPEKA

Rhiannon Friedman Director of Planning & Development
Holliday Building, 620 SE Madison St., Unit 11
Topeka, KS 66607

rfriedman@topeka.org
Tel: 785-368-3728
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August 1, 2024

Board of Directors
Metropolitan Topeka Airport Authority
6501 SE Forbes Ave., Suite 1
Topeka KS 66619

Dear Board of Directors:

Since 1995, the City of Topeka's Neighborhood Revitalization Plan/Program (NRP) has been successfully providing property tax rebate incentives for those willing to invest within our "At Risk" / "Intensive Care" neighborhoods and Downtown.

The current version of the NRP expires on December 31, 2024 but the City is proposing to extend through the end of 2027. The NRP boundary primarily aligns with At Risk/Intensive Care neighborhoods. It is based on the City's Neighborhood Health map, which was updated earlier this year. The most recent health map resulted in a smaller NRP area due to improving conditions.

Because of this, you will again be asked to consider participation in the program's extension through an inter-local agreement with the City in order to maximize impact of the rebate. All taxing entities within the current NRP boundary participate including USD 345, USD 437, USD 450, USD 501, Shawnee County, Topeka Metropolitan Transit Authority, Metropolitan Topeka Airport Authority, Topeka and Shawnee County Public Library, and Washburn University.

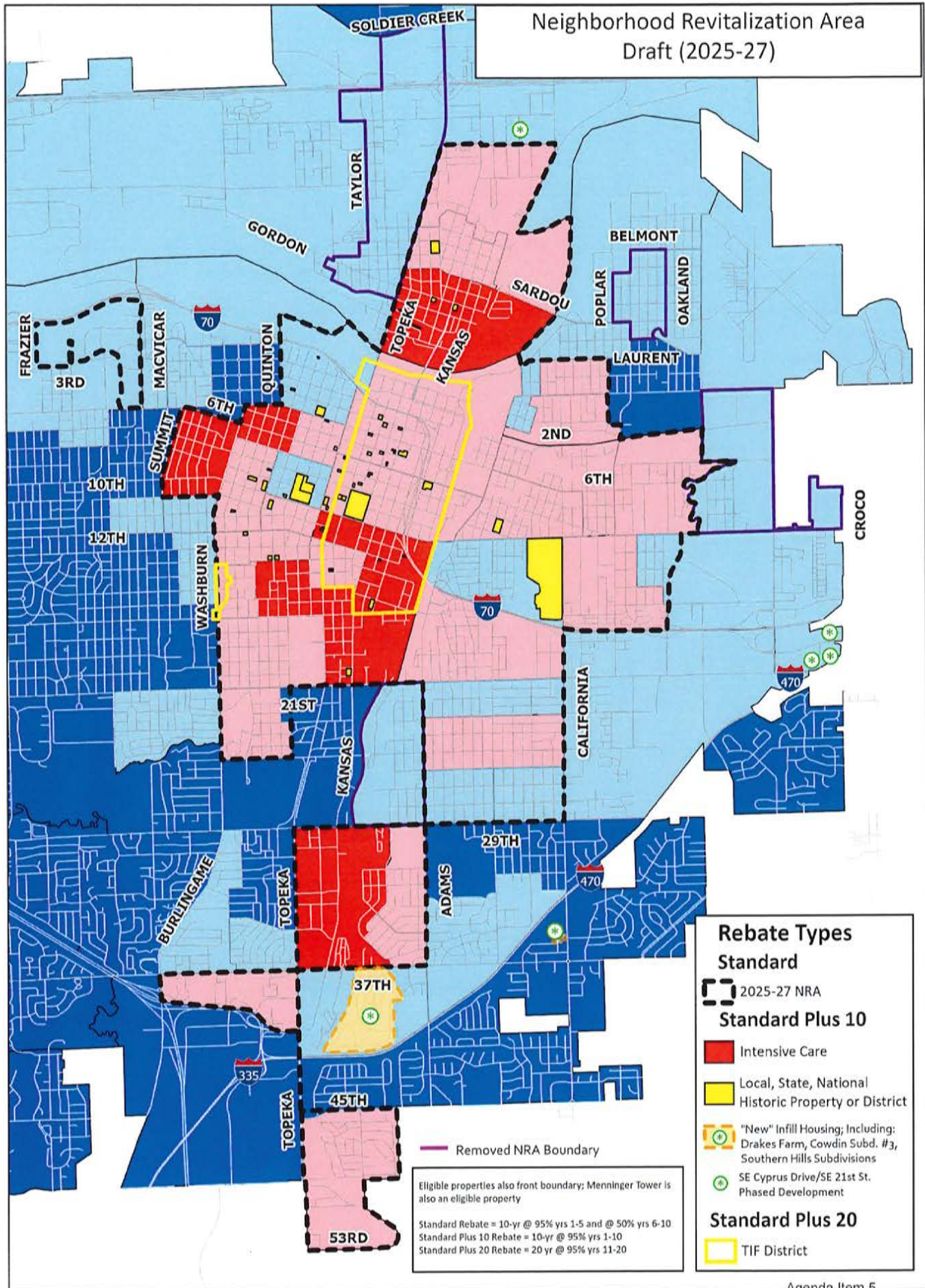
The success of the NRP is proven. It has accounted for over \$515 million of property investment covering 647 separate projects. For every dollar rebated, \$8 is leveraged in property investment.

I am attaching background information on the NRP which I am happy to go over with you or your staff if you wish. In the meantime, if you should have any additional questions please feel free to contact me.

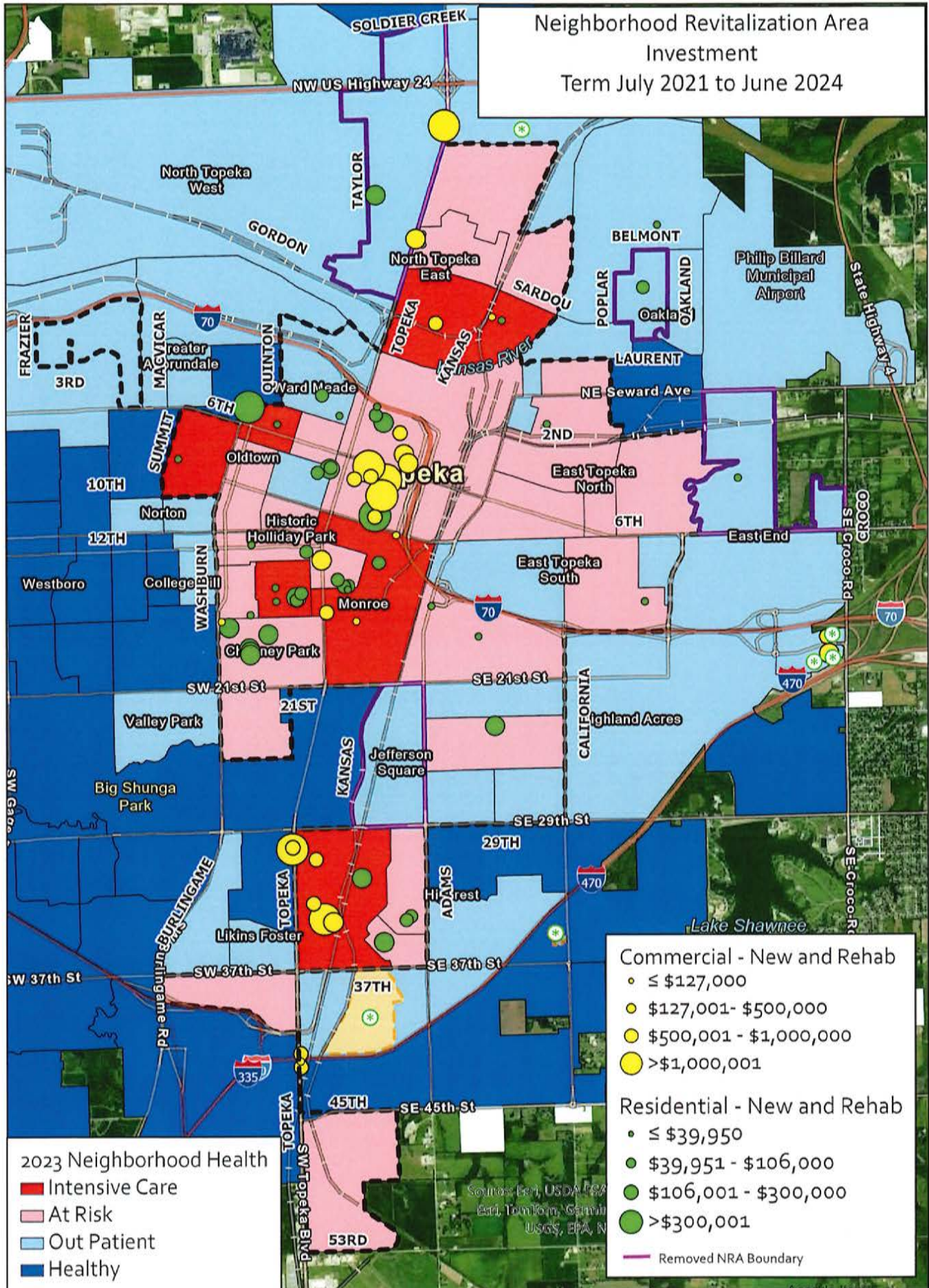
Sincerely,

Rhiannon Friedman
Planning & Development Director, City of Topeka

Neighborhood Revitalization Area Draft (2025-27)



Neighborhood Revitalization Area Investment Term July 2021 to June 2024



Applicant/Owner

Property Address

Type of Improvement

NIA

Estimate

Approved

2022 value

2023 Value

2024 Value

2022

| | | | | | | | | |
|---|--------------------------|---------------------|-----------------------|-------------|------------|-------------|-------------|-----------|
| Mercury Real Estate Holdings LLC | 1100 Walnut St, Ste 2050 | Commercial | | \$3,060,823 | APPROVAL | \$1,979,910 | \$2,000,800 | |
| Abraham Properties | 1700 SW Washburn | Commercial | Chesney Park | \$42,700 | INCOMPLETE | \$359,000 | | |
| Edward Whitlock | 4021 SW 10th | Single Family Rehab | Old Town | \$80,000 | APPROVAL | \$18,590 | \$19,890 | 29,500 |
| Van Buren St Lofts LLC/ Mark Burenheide | 306 SW Van Buren | New Multi Family | Downtown | \$150,000 | APPROVAL | \$118,400 | \$1,224,900 | |
| SW Holdings LLC (Anthony Singer) | 1908 SW Buchanan | New single Family | Chesney Park | \$160,000 | APPROVAL | \$1,290 | \$15,070 | 134,920 |
| SW Holdings LLC (Anthony Singer) | 1523 SW Polk | Single Family New | Central Park | \$160,000 | APPROVAL | \$1,150 | \$2,290 | 126,490 |
| SW Holdings LLC (Anthony Singer) | 1813 SW Central Park | Single Family New | Central Park | \$160,000 | APPROVED | \$2,570 | \$15,070 | 134,920 |
| Performance Tire and Auto | 1634 SW Topeka Blvd | Commercial Rehab | Monroe | \$402,009 | APPROVAL | \$240,500 | \$407,300 | |
| SW Holdings LLC (Anthony Singer) | 1914 SW Buchanan | New single Family | Chesney Park | \$160,000 | APPROVAL | \$700 | \$15,070 | 136,830 |
| SW Holdings LLC (Anthony Singer) | 1920 SW Buchanan | New single Family | Chesney Park | \$160,000 | APPROVAL | \$1,410 | \$15,320 | 137,080 |
| Holiday Square Partners- Interior Site | 3001 SW Topeka Blvd | Commercial Rehab | | \$350,000 | APPROVAL | \$1,254,300 | \$2,390,000 | 2,608,100 |
| Hicks Block LLC | 825 N Kansas Avenue | Commercial rehab | N Topeka E | \$150,000 | APPROVAL | \$156,100 | \$292,300 | |
| SENT Holdings | 508 SE 34th | Single Family New | Hi Crest | \$105,093 | INCOMPLETE | \$23,150 | \$63,000 | |
| 1508 SW Polk | 1508 SW Polk | Single Family Rehab | Central Park | \$50,000 | INCOMPLETE | \$70,500 | \$75,440 | 99,200 |
| WRG Investments LLC | 3401 S Kansas Ave | Commercial Rehab | Hi Crest | \$550,000 | APPROVAL | \$332,300 | \$1,159,200 | |
| CMB Projects LLC | 318 SW Polk | Multifamily Rehab | Ward Meade | \$25,000 | APPROVAL | \$24,640 | \$52,400 | |
| Zulu Warriors LLC | 1640 SW Buchanan | Single Family Rehab | Central Park | \$13,000 | APPROVAL | \$36,100 | \$75,900 | |
| CMB Projects LLC | 1323 NE Michigan | Single Family Rehab | Oakland | \$30,000 | APPROVAL | \$41,910 | \$72,000 | |
| CMB Projects LLC | 512 SW Buchanan | Single Family Rehab | Ward Meade | \$31,000 | APPROVAL | \$17,230 | \$62,900 | |
| American Services, Inc. | 1303 NE Atchison | Single Family Rehab | Oakland | \$28,500 | APPROVAL | \$26,600 | \$51,100 | |
| American Services, Inc. | 921 SW Jewel | Single Family Rehab | Old Town | \$37,500 | APPROVAL | \$45,870 | \$69,700 | |
| American Services, Inc. | 508 Sardou | Commercial Rehab | N Topeka E | \$22,000 | APPROVAL | \$22,700 | \$66,800 | 15,780 |
| East Bound and Down LLC | 1801 NE Chandler | Single Family Rehab | Central Highland Park | \$27,500 | INCOMPLETE | \$13,060 | \$14,890 | 15,780 |
| East Bound and Down LLC | 218 SW Western | Single Family Rehab | Ward Meade | \$50,000 | INCOMPLETE | \$11,220 | \$39,200 | 48,900 |
| East Bound and Down LLC | 545 NE Sardou | Single Family Rehab | N Topeka E | \$32,000 | INCOMPLETE | \$11,290 | \$20,780 | 20,920 |
| Erik and Laura Knox | 4026 S Topeka Blvd | Commercial Rehab | | \$270,000 | APPROVED | \$245,500 | \$455,980 | 521,900 |
| Fairvan Land Investments | 1410 NW Topeka Blvd | New Commercial | North Topeka West | \$586,758 | APPROVED | \$77,780 | \$275,190 | 326,110 |
| Osborne Construction & Development | 316 SW 33rd St | Commercial Rehab | Hi Crest | \$190,000 | INCOMPLETE | \$146,600 | \$167,100 | 165,600 |
| Clinton Self Storage Bldg E | 3528 SE Cyprus Dr. | Commercial | | \$226,000 | APPROVAL | \$0 | \$33,560 | 355,600 |
| TRM Communications Inc | 323 S Kansas Ave | Commercial | Downtown | \$251,256 | APPROVAL | \$488,900 | \$687,900 | |

2023 Value

2023

| | | | | | | | | |
|------------------------------------|----------------------|---------------------|-----------------------|-------------|------------|-----------|------------------------|--|
| AIM Strategies LLC | 735 S Kansas Ave | New Commercial | Downtown | \$2,879,229 | Incomplete | \$18,750 | \$601,750 | |
| Van Buren St Development LLC | 306-308 SW Van Buren | Multi Family Rehab | Downtown | \$300,000 | Incomplete | | | |
| Midwest Housing Solutions LLC | 1255 SW Tyler | Multi Family Rehab | Historic Holiday Park | \$51,361 | APPROVED | \$107,260 | \$242,500 | |
| SENT Holding Inc | 304 SE Pinecrest | Single Family Rehab | Hi-Crest | \$121,497 | APPROVED | \$30,680 | \$93,600 | |
| Midwest Housing Solutions | 948 NE Wabash Ave | Multi Family Rehab | Oakland | \$100,000 | Incomplete | \$55,740 | \$61,800 | |
| Potwin Lofts LLC | 400 SW Washburn Ave | Multi Family Rehab | Ward Meade | \$900,000 | Incomplete | \$183,210 | (C)\$151330(R)\$208670 | |
| Watson Real Estate Development LLC | 1311 SE 10th St | New Single Family | Central Highland Park | \$125,000 | Incomplete | \$2,910 | \$2,910 | |
| Kronos Construction LLC | 1705 NW Polk St | New Single Family | North Topeka West | \$125,000 | Incomplete | \$5,950 | \$5,950 | |
| Kronos Construction LLC | 1734 SW Lane St | New Single Family | Chesney Park | \$125,000 | Incomplete | \$2,820 | \$2,820 | |

| | | | | | | | |
|-------------------------------------|-------------------------|---------------------|-------------------|-------------|------------|--------------------|-------------------------|
| SENT Holdings LLC | 449 SE 34th Street | Single Family Rehab | Hi Crest | \$63,834 | APPROVED | \$25,460 | \$76,000 |
| Still Producing LLC | 703 SW Tyler | multi family rehab | Old Town | \$175,000 | APPROVED | \$19,550 | \$183,800 |
| Capital Belt and Supply Inc | 1718 S Kansas Ave | Commercial rehab | Monroe | \$36,000 | APPROVED | \$94,500 | \$120,800 |
| SENT Topeka LLC | 3135 SE Irvingham | Single Family Rehab | Hi Crest | \$242,000 | APPROVED | \$1,180 | \$168,600 |
| Tanner Pyle | 1416 NW Van Buren | Single Family Rehab | North Topeka East | \$30,000 | APPROVED | \$39,990 | \$108,400 |
| Midwest Housing Solutions LLC | 1500 SW Van Buren | Multi Family Rehab | Monroe | \$39,950 | Incomplete | \$50,140 | \$63,100 |
| Midwest Housing Solutions LLC | 1529 SW Polk St | Multi Family Rehab | Central Park | \$67,970 | Incomplete | \$67,210 | \$77,200 |
| Midwest Housing Solutions LLC | 1438 SW Van Buren | Multi Family Rehab | Monroe | \$72,155 | Incomplete | \$49,790 | \$53,600 |
| Midwest Housing Solutions LLC | 1420 SW Harrison | Multi Family Rehab | Monroe | \$60,476 | Incomplete | \$33,400 | \$30,400 |
| Midwest Housing Solutions LLC | 1441 SW Van Buren | Multi Family Rehab | Monroe | \$69,910 | Incomplete | \$60,850 | \$75,900 |
| AIM Strategies LLC | 913 S Kansas Ave | Commercial rehab | Downtown | \$478,910 | Incomplete | \$126100(R) \$1548 | (C)\$127300(R) \$156400 |
| Elk Properties LLC | 4100 SW Topeka Blvd | Commercial rehab | N/A | \$25,000 | APPROVED | \$47,400 | \$326,700 |
| Maribel NMN Soto Meraz | 1328 NW Van Buren St | Single Family Rehab | North Topeka East | \$30,000 | Incomplete | \$24,410 | \$26,700 |
| Still Producing LLC | 701 SW Tyler | Single Family Rehab | Old Town | \$52,000 | APPROVED | \$33,540 | \$107,700 |
| JRS Equity LLC (Chuck Stratman) | 2031 NW Topeka Blvd | Commercial New | N Topeka West | \$1,600,000 | Incomplete | \$280,920 | \$230,200 |
| Kanza OZ LLC Attn: Frank Meade | 1015 SE Monroe | Commercial New | Downtown | \$126,000 | APPROVED | \$58,800 | \$189,880 |
| Still Producing Inc | 1605 SW Fillmore Ave | Single Family Rehab | Central Park | \$2,000 | APPROVED | \$15,180 | \$123,700 |
| Schultz Development / Chris Schultz | 909-911 S Kansas Avenue | Multi Family Rehab | Downtown | \$579,482 | APPROVED | \$318000(R) \$640 | (C)\$503700(R)\$141900 |
| Beckley Chiropractic / Amber Jensen | 214-216 SW 7th Street | Commercial Rehab | Downtown | \$451,031 | Incomplete | \$224,500 | \$227,900 |
| TK Enterprises LLC | 3111 SW Van Buren | Commercial Rehab | Hi Crest | \$249,500 | Incomplete | \$601,100 | \$601,100 |

Applicant/Owner **Property Address** **Type of Improvement** **NIA** **Estimate**

2023

| | | | | |
|--|---------------------|-------------------|--------------|-------------|
| Astra IC Partners LLC | 627 S Kansas Ave | Commercial Rehab | Downtown | \$3,499,539 |
| Astra IC Partners LLC | 633 S Kansas Ave | Commercial Rehab | Downtown | \$5,502,018 |
| Elk Properties (Erik / Laura Knox) | 4150 SW Topeka Blvd | Commercial Rehab | Downtown | \$140,000 |
| 424 QOZB LLC | 424 S Kansas Avenue | Commercial Rehab | Downtown | \$900,000 |
| Townsite Plaza LLC Attn: Ken Schmanke | 200 SE 6th Avenue | Commercial Rehab | Downtown | \$600,000 |
| Shawn and Sara Fields | 206 SE Harrison | Residential Rehab | Downtown | \$29,696 |
| Jon Sitlington | 941 SE Wear Avenue | Residential Rehab | Downtown | \$12,000 |
| Midwest Housing Solutions | 727 SW Polk Street | Residential Rehab | Old Town | \$74,150 |
| Still Producing LLC Attn: Dezyon Clark | 1415 SW Fillmore | Residential Rehab | Central Park | \$24,800 |
| Andrea Ferrell | 224 SE Norwood | Residential Rehab | East End | \$31,800 |

Neighborhood Revitalization Program

Term Years 1995-2024



TOTAL INVESTED

515 MILLION DOLLARS

IN BOTH COMMERCIAL AND RESIDENTIAL PROPERTIES

\$389 million
COMMERCIAL

\$126 million
RESIDENTIAL

1995-2023 **TAX REBATE** **\$63,215,296**

AMOUNT PAID

\$34,038,676 **NEW TAX** ²⁰⁰⁶⁻²⁰²³ **GENERATED**

FOR EVERY DOLLAR REBATED
\$8 ARE INVESTED

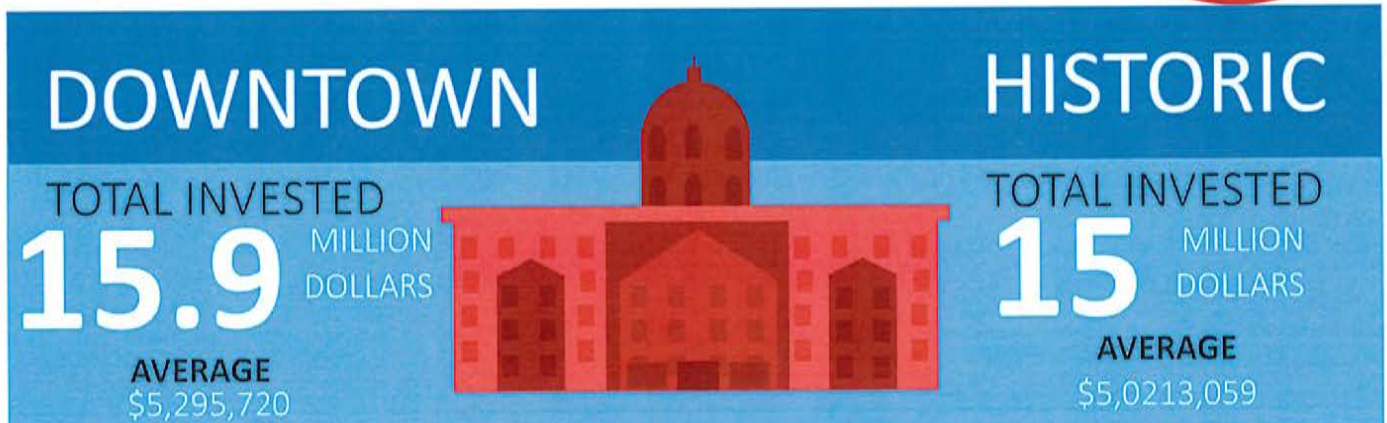
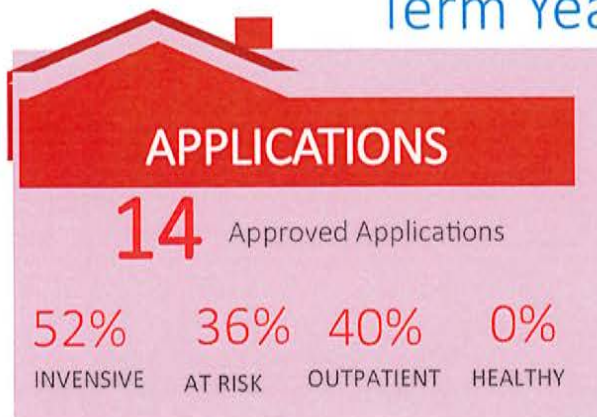


Neighborhood Health 2004-2024

| | | |
|----------------|----------------------|------------|
| INTENSIVE CARE | \$52,412,754 | 14% |
| AT RISK | \$212,369,359 | 56% |
| OUTPATIENT | \$80,586,612 | 21% |
| HEALTHY | \$30,636,867 | 8% |

Neighborhood Revitalization Program

Term Years 2022-2024



Neighborhood Health Applications and Investments

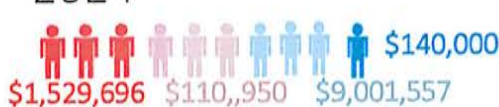
2022



2023



2024 *



17 New units





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2025-2027

Prepared by : City of Topeka Planning Department
Dan Warner, AICP, Planning Director
Ann-Marie Driver, AICP, Planner II
Bryson M. Risley, Planner II

City of Topeka, Kansas

Effective January 1, 2025
ADOPTED BY THE CITY OF TOPEKA GOVERNING BODY:

xx/xx/2024

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2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: xx/xx/2024

Introduction

This Plan is intended to promote the revitalization of the inner urban area hereinafter described as the Neighborhood Revitalization Area (NRA) of the City of Topeka through the rehabilitation, conservation and redevelopment of the area in order to protect the public health, safety welfare of the residents of the City. More specifically, in accordance with KSA 12-17, 118 (d), a tax rebate incentive will be available to property owners for certain improvements that raise the appraised value of residential property 10% and commercial property 20%.

In accordance with KSA 12-17, 114 et. seq., the Governing Body has held a public hearing and considered the existing conditions and alternatives with respect to the described area, the criteria and standards for a tax rebate and the necessity for interlocal cooperation among the other taxing units (City of Topeka, Shawnee County, USD 501 (Topeka), USD 345 (Seaman), USD 450 (Shawnee Heights), USD 437 (Auburn-Washburn Rural), Washburn University, Topeka-Shawnee County Public Library, Topeka Metropolitan Transit Authority (TMTA), Metropolitan Topeka Airport Authority (MTAA). Accordingly, the Governing Body has reviewed, evaluated, and found that the described area meets one or more of the conditions contained in KSA 12-17,115 (c).

1. An area in which there is a predominance of buildings or improvements which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare;
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, defective or inadequate streets, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety or welfare in its present condition and use; or

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*2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: xx/xx/2024*

3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.

Furthermore, the Governing Body may declare a building outside of a NRA to be a “dilapidated structure” if the structure satisfies the following definition KSA 12-17,115(a): “Dilapidated structure” means a residence or other building which is in deteriorating condition by reason of obsolescence, inadequate provision of ventilation, light, air or structural integrity or is otherwise in a condition detrimental to the health, safety or welfare of its inhabitants or a residence or other building which is in deteriorating condition and because of age, architecture, history or significance is worthy of preservation.

The boundary of the proposed NRA is intended to reflect the City’s most investment-challenged and deteriorated areas as determined by the City’s Neighborhood Health Map. The NRA includes all designated “Intensive Care” and “At Risk” Census block groups based on the most recent update of the health map in 2017. These areas are deemed to qualify under all of the above criteria (KSA 12-17, 115 (c)).

In addition, some parts of the proposed NRA are outside At Risk/Intensive Care designations. Those areas are included because they either: 1) have been historically “At Risk” since 2000, 2) are part of infill subdivisions or redevelopment areas that were dependent upon and approved under the City’s past Neighborhood Revitalization Plans, 3) are part of minor boundary rounding to make the NRA as contiguous and orderly as possible, or 4) otherwise would qualify under the above criteria (KSA 12-17, 115 (c)). Taken as a whole, the proposed NRA meets legislative and statutory intent of KSA 12-17, 115 (c).

Any boundary expansions should be consistent with the above criteria and the State’s Attorney General’s opinion issued in 1996 which determined that the intent of the legislation was aimed at neighborhood stabilization and preventing deterioration in the central section of the city or more specifically, neighborhoods. The opinion concludes that the governing body must make a finding that the area meets one of the conditions listed in KSA 12-17, 115 (c), that rehabilitation of the

area is necessary to protect the welfare of the municipalities' residents, and that the area should not include the entire municipality.

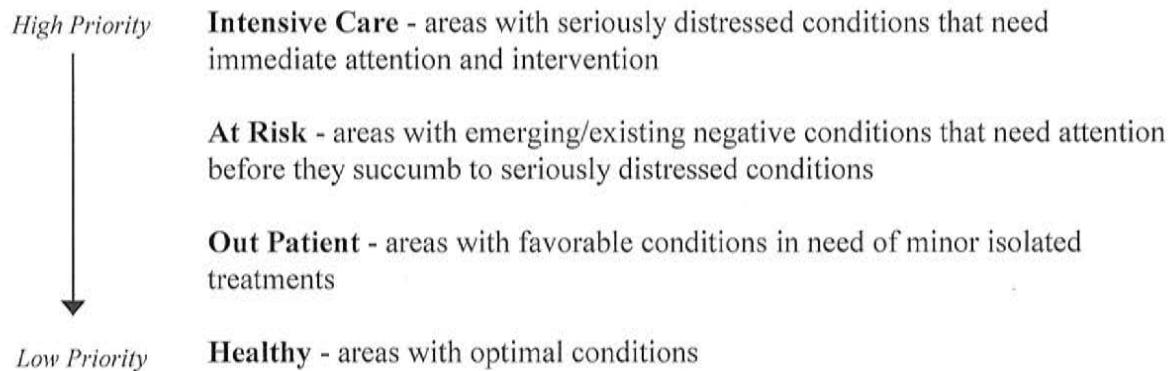
As a matter of policy, the City of Topeka's NRA is also proposed to be limited in scope to the above areas in order to promote a streamlined and administrative "but for" policy. The inherent presumption of this Plan is that necessary private investments would not occur in these areas "but for" the incentives offered under the Plan. Incentives are approved administratively by City of Topeka staff upon application by the property owner without further proof of need for the incentives. In order to enforce this assumption, the Plan puts forth thresholds for application deadlines to ensure the applicant knew about the program prior to construction and that the investment must create an impactful value increase.

Therefore, this Plan finds the proposed areas are most legally justifiable under State law and provides for a streamlined "but for" test to revitalize the City's most deteriorated sections.

PART 1

DESCRIPTION OF NEIGHBORHOOD REVITALIZATION AREA

The Neighborhood Revitalization Area (Map #1) in general follows the boundaries of *Intensive Care* and *At Risk* neighborhoods as identified in the City of Topeka Neighborhood Health Map. This map most recently updated in 2023, establishes four (4) health classifications for neighborhoods (intensive care, at risk, out patient, and healthy) to determine priorities for re-investment and planning assistance. They are described below in order of priority:



The four health classifications were based on five (5) vital signs that measured the relative health of all neighborhood areas in Topeka. This neighborhood health assessment was used to develop a “triage” approach to revitalization. Those areas that had more “life-threatening” or urgent needs as measured by the vital signs should receive higher priority for treatment over those areas with less urgent needs. These higher priority areas (*intensive care/at risk*) are the focus for neighborhood planning efforts and public re-investment. A summary of the vital signs include:

Poverty (2018-2022 American Community Survey 5-Year Estimates, U.S Census) - High concentrations of poverty are one of the most reliable indicators of performance in school, crime rates, family fragmentation, job readiness, housing conditions, etc.

Public Safety (January 2022 – December 2023, Topeka Police Dept.) – Public Safety, as measured by number of Part 1 crimes reported for the last two full years, is a symptom indicating the local environmental conditions conducive to crime and how well a neighborhood is organized to prevent crime from occurring.

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Residential Property Values (July 2023, Shawnee County Appraisers Office) – Property values are in part a reflection of the quality of housing supply and the image of a neighborhood. The median value of a house purchased in Shawnee County was \$122,000 in 2018 (Topeka Association of Realtors).

Single Family Housing Tenure (July 2023 Shawnee County Appraisers Office)
The percentage of homeowners residing in a neighborhood can be an indication of the willingness (or confidence) to invest in the area. The most relevant measure of this is how many single-family dwellings are owner-occupied since these homes were primarily built for individual ownership.

Secured Houses & Unsafe Structures (2023 City of Topeka Special Structures Unit) - A secured house is one of the most evident physical displays that will undermine confidence in an area for investment and precipitates a downward spiral for the block and/or neighborhood.

Vital Sign Ranges (2023)

| Neighborhood Health Composite (avg. score) | % of Persons Below Poverty Level (score) | Part 1 Crimes per 100 Persons (score) | Average Residential Property Values (score) | % Owner Occupied Housing Units (score) | Number of Secured and Unsafe Structures Per 100 Properties (score) |
|--|--|---------------------------------------|---|--|--|
| Healthy (3.3 - 4.0) | 2023: 0 - 9% (4) | 0 - 12 (4) | 2023: \$134,451 and ↑ (4) | 70 - 100% (4) | 2023: 0 (4) |
| Out Patient (2.7 - 3.2) | 2023: 10 - 18% (3) | 13 - 18 (3) | 2023: \$87,447 - \$134,450 (3) | 50 - 69% (3) | 2023: 0.01 - 0.75 (3) |
| At Risk (1.9 - 2.6) | 2023: 19 - 30% (2) | 19 - 28 (2) | 2023: \$51,960 - \$87,446 (2) | 34 - 49% (2) | 2023: 0.76 - 1.75 (2) |
| Intensive Care (1.0 - 1.8) | 2023: 31 - 100% (1) | 29 + (1) | 2023: \$51,959 and ↓ (1) | 0 - 33% (1) | 2023: 1.76 and ↑ (1) |

Area Profile

Health rankings are determined by averaging all vital sign levels for each neighborhood area. *Intensive care* and *at risk* neighborhoods have the lowest vital sign measurements, and hence are the primary focus of the Neighborhood Revitalization (NR) Area. Below is a comparison profile of the NR Area and non-NR Area

| Total Primary Neighborhood Revitalization Area 2023 | | | | | |
|---|-------------------------------|----------------------------------|--|-----------------------------|-------------------------------------|
| Health Rating | Part 1 Crimes per 100 persons | % of Persons Below Poverty Level | % Owner Occupied Single Family Housing units | Secured & Unsafe Structures | Average Residential Property Values |
| Intensive Care | 35 | 38.5% | 43.4% | 2.024 | \$67,448 |
| At Risk | 18 | 29.1% | 47.3% | 1.050 | \$74,156 |
| Out Patient | 10 | 11.1% | 57.5% | 0.878 | \$90,930 |
| Total Primary NR Area | 19 | 25.9% | 49.5% | 1.160 | \$77,316 |

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2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: xx/xx/2024

| Total Non Neighborhood Revitalization Area 2023 | | | | | |
|---|-------------------------------|----------------------------------|--|-----------------------------|-------------------------------------|
| Health Rating | Part 1 Crimes per 100 persons | % of Persons Below Poverty Level | % Owner Occupied Single Family Housing units | Secured & Unsafe Structures | Average Residential Property Values |
| Out Patient | 11 | 17.7% | 61.8% | 0.56 | \$115,743 |
| Healthy | 5 | 8.7% | 79.7% | 0.13 | \$212,709 |
| Total Non NR Area | 7 | 10.6% | 75.3 | 0.25 | \$189,507 |

| General Characteristics 2023 | | | | | | |
|------------------------------|--------------|------------|-------------|---------|----------------|---------|
| Area | Square Miles | % of Total | #of Parcels | % Total | Vacant Parcels | % Total |
| Intensive Care | 2.46 | 3.9% | 2,587 | 5.1% | 417 | 10.2% |
| At Risk | 7.59 | 12.0% | 8,438 | 16.5% | 1,186 | 29.1% |
| Out Patient | 1.85 | 2.9% | 2,510 | 4.9% | 370 | 9.1% |
| Kanza/ USD 501 | 0.3 | 0.5% | 29 | 0.06% | 3 | 0.07% |
| Total NR AREA | 12.15 | 19.3% | 13,535 | 26.5% | 1,973 | 48.4% |
| Non-NR Area | 50.95 | 80.7% | 37,612 | 73.5% | 2,107 | 51.6% |
| Total (All Topeka) | 63.1 | 100% | 51,147 | 100% | 4,080 | 100% |

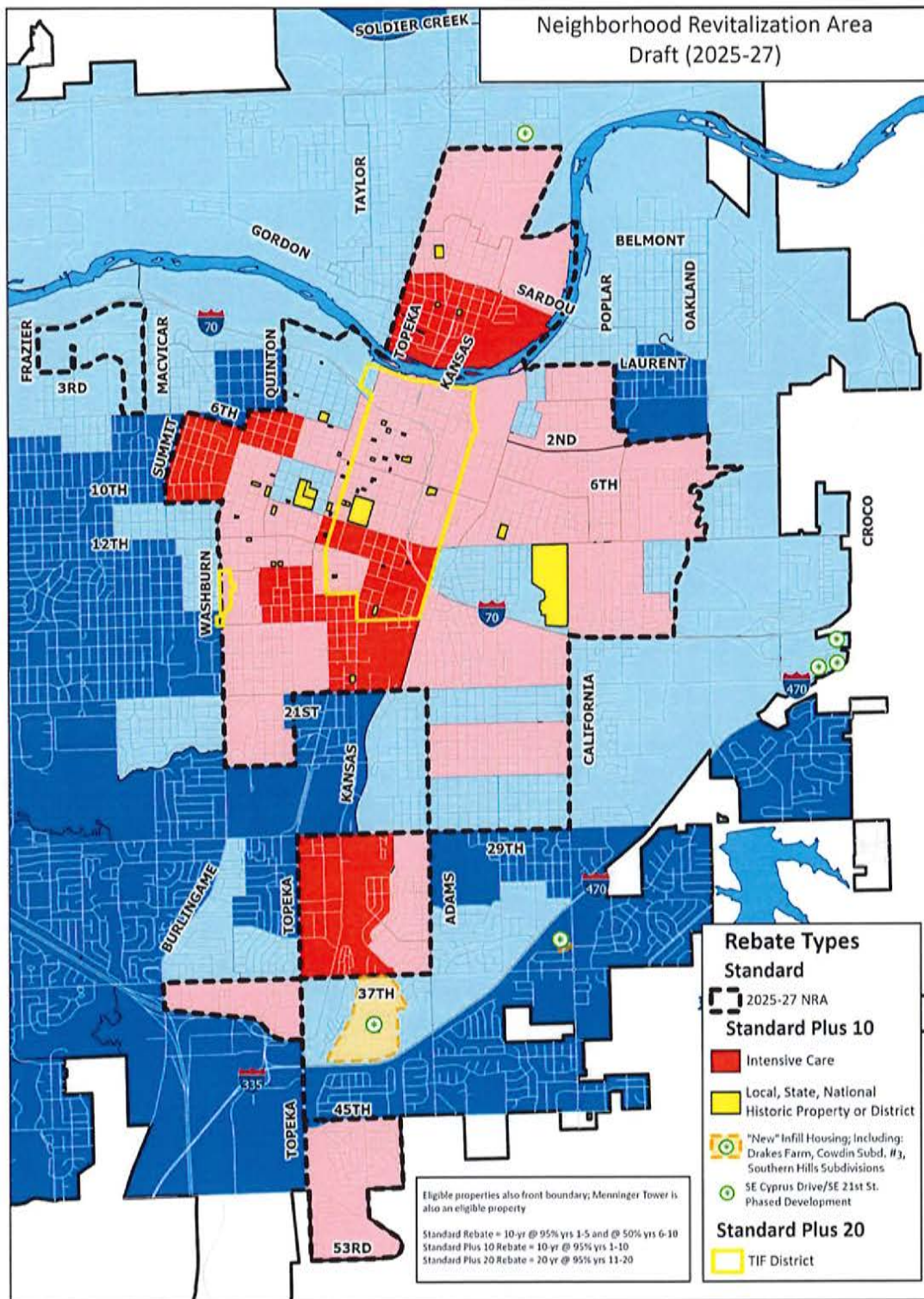
| General Characteristics 2023 | | | | | | |
|------------------------------|-----------------|------------|---------------------------------------|------------|--------------------------------|------------|
| Area | 2022 Population | % of Total | Total Housing Units (2018 - 2022 ACS) | % of Total | Real Property Valuation (2023) | % of Total |
| Intensive Care (Primary) | 4,595 | 3.6% | 2,221 | 3.7% | \$588,646,970 | 6.4% |
| At Risk (Primary) | 20,732 | 16.4% | 10,349 | 17.3% | \$1,317,793,490 | 14.2% |
| Out Patient (Primary) | 8,370 | 6.6% | 3,906 | 6.5% | \$261,039,450 | 2.8% |
| Total NR Area | 33,697 | 26.7% | 16,476 | 27.5% | \$2,167,479,910 | 23.4% |
| Non NR Area | 92,734 | 73.3% | 43,511 | 72.5% | \$9,268,928,010 | 100.0% |
| Total (All Topeka) | 126,431 | 100.0% | 59,987 | 100.0% | 11,436,407,920 | 100.0% |

Summary

- The primary NR Area comprises only 19.3% of the land area of Topeka, but contains approximately 48.4% of all vacant parcels in the City.
- The poverty rate in the primary NR Area is two and a half times the poverty rate of the non-NR Area.
- Average residential property values are nearly 145% greater outside of the NR Area than within its boundaries.
- The homeownership rate is substantially greater outside of the primary NR Area boundary (75.3% versus 49.5%).
- 63% of all secured and unsafe structures in the City are located within the NR Area boundary yet only constitute 27.5% of all housing units in the city

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2025 - 27 Neighborhood Revitalization Plan
Adopted by the Governing Body: xx/xx/2024



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2025 - 27 Neighborhood Revitalization Plan
 Adopted by the Governing Body: xx/xx/2024

**LEGAL DESCRIPTION OF
Neighborhood Revitalization Area
MAY 2024**

PRIMARY AREA

Beginning at the intersection of the NW Topeka Boulevard and NW Independence Avenue; thence easterly along NW Independence Avenue to its intersection with N Kansas Avenue; thence continuing easterly along NE Independence Avenue to its intersection with NE Meriden Road; thence Southerly along Meriden Road to its intersection with NE Grantville Road; thence southerly along said NE Grantville Road to its intersection with Old Soldier Creek channel; thence easterly along Old Soldier Creek channel to its intersection with the Kansas River; thence southerly along the Kansas River to its intersection with northerly extension of NE Chandler Street; thence southerly along said extension of NE Chandler Street to its intersection with NE River Road; thence northeasterly along NE River Road to its intersection with NE Division Street; thence easterly along NE Division Street to its intersection with NE Sumner Street; thence southerly along NE Sumner Street to its intersection with NE Seward Avenue; thence westerly along NE Seward Avenue to its intersection with Sumner Street; thence Southerly along Sumner Street to its intersection of NE Florence Avenue; thence easterly along NE Florence Avenue to its intersection with NE Golden Avenue; thence southerly along NE Golden Avenue to its intersection with the Mainline Track of the Burlington Northern - Santa Fe Railway; thence easterly along said Mainline Track to its intersection with the East line of the Northeast Quarter of Section 33, Township 11 South, Range 16 East of the 6th P.M.; thence southerly along said East Line to its intersection with SE 2nd Street; thence easterly along SE 2nd Street to its intersection with Deer Creek; thence southerly along Deer Creek to its intersection with SE 6th Avenue; thence westerly along SE 6th Avenue to its intersection with SE Deer Creek Parkway; thence southerly along SE Deer Creek Parkway to its intersection with Interstate Highway 70; thence westerly along Interstate Highway 70 to its intersection with SE California Avenue; thence southerly along SE California Avenue to its intersection with the Centerline of SE 29th Street; thence westerly along SE 29th Street to its intersection with SE Adams Street; thence southerly along SE Adams Street to its intersection with SE 37th Street; thence westerly along SE 37th and SW 37th Street to its intersection with SW Topeka Boulevard; thence southerly along SW Topeka Boulevard to the Northwest corner of the Northwest Quarter of Section 30 Township 12 South Range 16 East of the 6th P.M.; thence easterly along the North Line of said Section 30 to the Northeast corner of the West Half of the Northeast Quarter of said Section 30; thence southerly along the East line of said West Half to the Southeast corner of said West Half; thence westerly along the South line of said West Half to the Southwest corner of said Northeast Quarter; thence southerly along the East line of the Southwest Quarter of said Section 30 to its intersection with the southwesterly right of way line of the Missouri Pacific Railroad, as recorded in Book 4251, page 621; thence South 54 degrees 38 minutes 32 seconds East, 1304.94 feet along said right of way line; thence southeasterly and southwesterly along said right of way line, 1020.98 feet along the arc of a curve to the right, having a radius of 419.28 feet with a chord which bears South 21 degrees 57 minutes 15 seconds West, 786.78 feet; thence South 89 degrees 35 minutes 28 seconds West, 132.83 feet along said right of way line; thence westerly along said right of way line, 249.10 feet along the arc of a curve to the left, having a radius of 613.69 feet with a chord which bears South 77 degrees 55 minutes 31 seconds West, 247.40 feet to the North right of way

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line of SE 53rd Street; thence South 89 degrees 35 minutes 28 seconds West, 368.63 feet along the North right of way of SE 53rd Street; thence southerly to the South line of Section 30; thence westerly along the South line of Section 30 to SW Topeka Boulevard; thence northerly along Topeka Boulevard to its intersection of Interstate Highway 470; thence westerly along Interstate Highway 470 to its intersection with Burlingame Road; thence northerly along Burlingame Road to its intersection with SW 37th Street; thence Easterly along SW 37th Street to its intersection with Topeka Boulevard; thence northerly along Topeka Boulevard to its intersection with SW 29th Street; thence Easterly along SW 29th Street and SE 29th Street to its intersection with SE Adams Street; thence northerly along SE Adams Street to its intersection with SE 21st Street; thence westerly along SE 21st Street and SW 21st Street to the Northwest Corner of the Northwest Quarter of Section 7 Township 12 South Range 15 East of the 6th P.M.; thence southerly along the West line of said Quarter Section to its intersection with SW 27th Street; thence westerly along SW 27th Street to its intersection with SW Washburn Avenue; thence northerly along SW Washburn Avenue to its intersection with SW 11th Street; thence westerly along SW 11th Street to its intersection with SW Woodward Avenue; thence northerly along SW Woodward Avenue to its intersection with SW 10th Avenue; thence westerly along SW 10th Avenue to its intersection with SW Summit Avenue; thence northerly along SW Summit Avenue to its intersection with SW Sixth Avenue; thence easterly SW Sixth Avenue to its SW Washburn Avenue; thence northerly along SW Washburn Avenue to its intersection with SW Willow Avenue; thence easterly along SW Willow Avenue to its intersection with Quinton Avenue; thence northerly along Quinton Avenue to its intersection with the Centerline of SW 1st Street; thence easterly along SW 1st Street to the West line of Section 30, Township 11 South, Range 16 East of the 6th P.M.; thence northerly along the said West line to its intersection with the south line of a tract of land described in a deed recorded in Book 3384 Page 896, Register of Deeds Office, Shawnee County, Kansas; thence easterly and northeasterly along the south line and east line of said tract of land to the South Bank of the Kansas River; thence northeasterly along the extension of said east line to its intersection with the Kansas River; thence easterly down the Kansas River to its intersection with SW Topeka Boulevard; thence northerly along Topeka Boulevard to the Point of Beginning.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK (OVERALL PUD BOUNDARY)

A TRACT OF LAND IN THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, LOT 3 OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00°00'22" EAST, 30.00 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°36'04" WEST, 23.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°36'04" WEST, 2611.74 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 30.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°06'23" WEST, 1118.90 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 86°16'38" EAST, 130.48 FEET; THENCE NORTH 42°55'39" EAST, 233.28 FEET; THENCE NORTH 01°25'17" WEST, 497.95 FEET; THENCE SOUTH 88°46'41" WEST, 278.01 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°06'23" EAST, 120.24 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE NORTH LINE OF ARLINGTON HEIGHTS SUBDIVISION; THENCE SOUTH 89°54'32" WEST, 1309.28 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE WEST

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Adopted by the Governing Body: xx/xx/2024

LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°11'27" EAST, 953.94 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°18'11" EAST, 663.92 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70; THENCE NORTH 88°53'30" EAST, 883.63 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE ON A CURVE TO THE LEFT, ALONG SAID RIGHT-OF-WAY LINE, A RADIUS OF 1579.22 FEET, AN ARC DISTANCE OF 683.95 FEET, WITH A CHORD WHICH BEARS NORTH 76°29'04" EAST, 678.62 FEET; THENCE NORTH 64°04'38" EAST, 1046.28 FEET, ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°08'08" WEST, 213.32 FEET; THENCE SOUTH 78°48'28" EAST, 1483.53 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°08'53" EAST, 87.25 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 16°33'51" WEST, 156.49 FEET; THENCE SOUTH 00°08'53" EAST, 539.57 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 45.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°00'22" WEST, 35.43 FEET; THENCE SOUTH 89°59'38" EAST, 21.50 FEET; THENCE SOUTH 00°00'22" WEST, 2570.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 258.943 ACRES, MORE OR LESS.

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE ALONG THE SOUTH LINE OF SAID QUARTER ON AN ASSUMED BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF 825.36 FEET; THENCE ON A BEARING OF NORTH 00°24'22" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER ON A BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF 515.96 FEET; THENCE ON A BEARING NORTH 00°25'19" WEST, A DISTANCE OF 2033.61 FEET; THENCE ON A BEARING OF NORTH 44°27'37" EAST, A DISTANCE OF 68.73 FEET; THENCE ON A BEARING OF SOUTH 63°56'06" EAST, A DISTANCE OF 18.56 FEET; THENCE ON A BEARING OF NORTH 19°56'13" EAST, A DISTANCE OF 44.30 FEET; THENCE ON A BEARING OF NORTH 34°34'08" EAST, A DISTANCE OF 25.22 FEET; THENCE ON A BEARING OF NORTH 72°13'53" EAST, A DISTANCE OF 27.65 FEET; THENCE ON A BEARING OF SOUTH 37°05'32" EAST, A DISTANCE OF 14.75 FEET; THENCE ON A BEARING OF SOUTH 54°25'19" EAST, A DISTANCE OF 16.30 FEET; THENCE ON A BEARING OF SOUTH 80°46'21" EAST, A DISTANCE OF 23.15 FEET; THENCE ON A BEARING OF SOUTH 87°13'11" EAST, A DISTANCE OF 11.70 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 74°03'00" EAST, AND A CHORD DISTANCE OF 34.18 FEET) A DISTANCE OF 34.48 FEET; THENCE ON A BEARING OF SOUTH 60°52'49" EAST, A DISTANCE OF 42.96 FEET; THENCE ON A BEARING OF SOUTH 53°28'55" EAST, A DISTANCE OF 108.90 FEET; THENCE ON A BEARING OF SOUTH 31°54'18" EAST, A DISTANCE OF 87.45 FEET; THENCE ON A BEARING OF SOUTH 26°44'08" EAST, A DISTANCE OF 158.72 FEET; THENCE ON A BEARING OF SOUTH 28°30'48" EAST, A DISTANCE OF 137.12 FEET; THENCE ON A BEARING OF SOUTH 35°51'47" EAST, A DISTANCE OF 63.86 FEET; THENCE ON A BEARING OF SOUTH 44°53'50" EAST, A DISTANCE OF 71.01 FEET; THENCE ON A BEARING OF SOUTH 00°10'26" EAST, A DISTANCE OF 305.26 FEET; THENCE ON A BEARING OF SOUTH 41°48'53" WEST, A DISTANCE OF 216.94 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 19°54'50" EAST, AND A CHORD DISTANCE OF 97.23 FEET) A DISTANCE OF 105.78 FEET; THENCE ON A BEARING OF SOUTH 00°01'58" EAST, A DISTANCE OF 78.63 FEET; THENCE ON A BEARING OF SOUTH 34°02'36" EAST, A DISTANCE OF 118.96 FEET; THENCE ON A BEARING OF SOUTH 00°17'22" WEST, A DISTANCE OF 227.41 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 45°46'21" WEST, AND A CHORD DISTANCE OF 77.15 FEET) A DISTANCE OF 83.79 FEET; THENCE ON A BEARING OF SOUTH 00°06'58" EAST, A DISTANCE OF 142.97 FEET; THENCE ON A BEARING OF SOUTH 86°22'32" WEST, A DISTANCE OF 30.69 FEET; THENCE ON A BEARING OF SOUTH 01°46'13" EAST, A DISTANCE OF 80.18 FEET; THENCE ON A BEARING OF SOUTH 89°57'22" WEST, A DISTANCE OF 20.82 FEET; THENCE ON A BEARING OF SOUTH 00°15'55"

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WEST, A DISTANCE OF 130.86 FEET; THENCE ON A BEARING OF SOUTH 89°40'17" EAST, A DISTANCE OF 21.15 FEET; THENCE ON A BEARING OF SOUTH 00°20'17" WEST, A DISTANCE OF 28.30 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 118.49 FEET, A CHORD BEARING OF SOUTH 21°22'45" EAST, A CHORD DISTANCE OF 60.15 FEET) A DISTANCE OF 60.82 FEET; THENCE ON A BEARING OF SOUTH 32°29'33" EAST, A DISTANCE OF 24.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 194.67 FEET, A CHORD BEARING OF SOUTH 12°51'45" EAST, AND A CHORD DISTANCE OF 80.56 FEET) A DISTANCE OF 81.15 FEET; THENCE ON A BEARING OF SOUTH 01°52'31" EAST, A DISTANCE OF 26.20 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 24.081 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, AND COVENANTS OF RECORD, IF ANY.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK SUBDIVISION. CONTAINS APPROXIMATELY 10.39-ACRES, MORE OR LESS.

EXCEPT

The property commonly known as the 501 Sports Complex and legally described as follows: A tract of land in the Southeast Quarter of Section 26, Township 11 South, Range 15 East of the Sixth Principal Meridian, described as follows: Beginning at a point on the West line, 30.00-feet North of the Southwest Corner of said Quarter Section (said point being on the North right-of-way line of West Sixth Street); thence North 00 degrees, 06 minutes, 40 seconds West, along said West Line, 1,118.79-feet; thence South 86 degrees, 14 minutes, 23 seconds East, 130.46-feet; thence North 42 degrees, 56 minutes, 08 seconds East, 233.28-feet; thence North 01 degrees, 24 minutes, 28 seconds West, 497.95-feet; thence North 88 degrees, 48 minutes, 04 seconds East, 120.98-feet; thence on a 302.50-foot radius curve to the left, with a 170.62-foot chord bearing North 72 degrees, 25 minutes, 13 seconds East, an arc distance of 172.97-feet; thence North 56 degrees, 02 minutes, 21 seconds East, 399.91-feet; thence South 20 degrees, 26 minutes, 15 seconds East 750.52-feet; thence South 00 degrees, 24 minutes, 53 seconds East, 1,344.97-feet to the North right-of-way line of West Sixth Street; thence South 89 degrees, 36 minutes, 04 seconds West, along said North right-of-way line, 1,162.82-feet to the Point of Beginning. The above contains 44.001-acres, more or less, all in the City of Topeka, Shawnee County, Kansas.

(AND IN ADDITION)

Cowdin Subdivision No. 3, according to the recorded plat thereof.

(AND IN ADDITION)

Southern Hills Subdivision "A", Southern Hills Subdivision "B", and Southern Hills Subdivision "C" according to the recorded plats thereof. Contains approximately 110.8 acres.

(AND IN ADDITION)

Drakes Farm Subdivision, according to the recorded plat thereof.

(AND IN ADDITION)

3528 SE Cyprus Drive - Lot 1, Block A, Croco Park Subdivision

(AND IN ADDITION)

3521 SE 21st Street – Lots 1, 2, 4, and 4, Block A, Altair Heights Subdivision No. 6.

(AND IN ADDITION)

Lot 1, Block A, Altair Heights Subdivision No. 3, less street right-of-way.

OUTSIDE REVITALIZATION AREA; 'DILAPIDATED STRUCTURE':

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(Menninger Clock Tower Building)

A portion of Lot 1, Block A, Menninger Foundation Subdivision, being situated in the Southwest Quarter of Section 28, Township 11 South, Range 15 East of the 6th P.M., in the City of Topeka, Shawnee County, Kansas, more particularly described as follows: Commencing at the Northwest corner of said Southwest Quarter, being a point on the West line of Menninger Foundation Subdivision; thence on an assumed Azimuth of 179 degrees 17 minutes 46 seconds coincident with the West line of said Menninger Foundation Subdivision, a distance of 638.96 feet; then on Azimuth 89 degrees 17 minutes 46 seconds, perpendicular to the West line of Menninger Foundation Subdivision, a distance of 898.87 feet to the Point of Beginning; thence on Azimuth 88 degrees 07 minutes 19 seconds, a distance of 329.86 feet; thence on Azimuth 177 degrees 11 minutes 06 seconds, a distance of 250.36 feet; thence on Azimuth 183 degrees 05 minutes 12 seconds, a distance of 141.29 feet; thence on Azimuth 194 degrees 58 minutes 13 seconds, a distance of 66.17 feet; thence on Azimuth 177 degrees 47 minutes 10 seconds, a distance of 178.14 feet; thence on Azimuth 267 degrees 50 minutes 09 seconds, a distance of 275.83 feet; thence on Azimuth 357 degrees 50 minutes 17 seconds, coincident with centerline of an existing access road recorded in Book 4314, Page 099 in the Register of Deeds Office for Shawnee County, a distance of 431.62 feet; thence on Azimuth 317 degrees 14 minutes 41 seconds, a distance of 39.39 feet; thence on Azimuth 358 degrees 10 minutes 19 seconds, a distance of 172.54 feet to the Point of Beginning.

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PART 2
APPRAISED VALUATION OF REAL PROPERTY

The appraised valuation of the Menninger Clock Tower and the real estate contained in the Neighborhood Revitalization Area as of July, 2023 for each parcel by land and building values is on file in the office of the Shawnee County Appraiser. The January 1, 2024 appraised valuation for the 13,548 parcels contained in the area is:

| | |
|---------------------------|-------------------------|
| Land | \$ 266,766.250 |
| <u>Improvements</u> | <u>\$ 1,961,021.080</u> |
| Total Appraised Valuation | \$ 2,227, 787. 330 |

Updated values from Shawnee County Appraiser, May 2024

PART 3
LISTING OF OWNERS OF RECORD IN AREA

Each owner of record of the Menninger Clock Tower and each parcel of land is listed together with the corresponding address on file in the office of the Shawnee County Appraiser (<http://www.snco.us/ap/>).

PART 4
EXISTING ZONING BOUNDARIES
&
EXISTING/PROPOSED LAND USES

Descriptions of zoning districts, current boundaries, existing land uses, and future land use maps within the Neighborhood Revitalization Area are all found on file in the Topeka Planning Department or at www.topeka.org/planning

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PART 5
MAJOR IMPROVEMENTS
PROPOSED FOR NEIGHBORHOOD REVITALIZATION AREA

A list of the proposed major improvements within the Neighborhood Revitalization Area are identified within the adopted neighborhood and area plans of the City's Comprehensive Plan. Copies of those plans are on file with the Topeka Planning Department and on-line at www.topeka.org/planning

- Topeka Land Use and Growth Management Plan (2015)
- Central Highland Park Neighborhood Plan (2010)
- Ward-Meade Neighborhood Plan (2001/2010)
- Chesney Park Neighborhood Plan (1998/2009)
- Central Park Neighborhood Plan (1998/2008/2019)
- Hi-Crest Neighborhood Plan (2015)
- North Topeka West (2016)
- Historic North Topeka East (2013)
- Holliday Park Neighborhood Plan (1998/2008/2023)
- Oakland Neighborhood Plan (2004/2014)
- Hi-Crest Neighborhood Plan (2003)
- Old Town Neighborhood Plan (2003)
- East Topeka Neighborhood Revitalization Plan (2002)
- Downtown Topeka Redevelopment Plan (2001)
- Elmhurst Neighborhood Plan (2001)
- Tennessee Town (2001/2017)
- Washburn-Lane Parkway Plan (2001)
- Quinton Heights Neighborhood Plan (2018)
- East Topeka North Neighborhood Plan (2020)
- Downtown Master Plan (2021)
- Valley Park Neighborhood Plan (2021)

Proposed housing, infrastructure, and public facility improvements within these plans are intended to guide the City's future resource allocation as targeted within the Neighborhood Revitalization Area. Actual approved resource allocations are found with the City's Capital Improvement Budget and Consolidated Plan.

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PART 6
STATEMENT SPECIFYING THE ELIGIBILITY REQUIREMENTS
FOR A TAX REBATE

Residential New Construction/Rehabilitation

All properties with residential improvements legally permitted by applicable zoning regulations and building codes within, or that fronts a public street boundary of the designated Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 10%.

Commercial New Construction/Rehabilitation

All properties with commercial, office and institutional, and industrial improvements legally permitted by applicable zoning regulations and building codes within, or that fronts a public street boundary of the designated Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 20%.

PART 7

CRITERIA FOR DETERMINATION OF ELIGIBILITY

- (a) Construction of an improvement must have begun on or after January 1, 2025. Such improvement project shall remain eligible in the event the neighborhood revitalization plan is extended beyond 2027 by a subsequent ordinance. An improvement project constructed pursuant to a building permit and an application for tax rebate filed before January 1, 2025, may be eligible for a rebate under the Neighborhood Revitalization Program created by City Ordinance No. xxxxx.
- (b) A rebate application must be filed prior to or within sixty (60) days of the issuance of a building permit or initiation of work (if no building permit is required) as determined by the Planning Director. An application determined to be "out-of-time" shall be accepted by the Planning Director if the applicant can demonstrate that prior to commencing the improvements, he or she intended to use the program's benefits for the specific improvement proposed in the application. Some factors that may be used to determine the intent and prior knowledge of the program include previous written or verbal communication with city staff, contractors, or other interested parties in the project. The fact that the applicant was not made aware of the program by city staff shall not be used as a factor in this determination. An application shall not be accepted "out-of-time" if the building permit was issued to correct a past zoning or building code violation. The applicant must submit all evidence in writing that supports the above criteria to the Planning Department within one (1) year of the issuance of the building permit. The applicant may appeal the Planning Director's decision to the City Manager who has final authority over the matter.
- (c) The improvements must conform with the Comprehensive Plan, design guidelines within applicable elements of the Comprehensive Plan and Title 18 Comprehensive Zoning Regulations, including adopted Neighborhood Conservation Districts in effect at the time the improvements are made.
- (d) New and existing improvements on the property must conform with all other applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.
- (e) Any property that is delinquent in any real property tax payment or special assessment shall not be eligible for any rebate or future rebate until such time as all real property taxes and special assessments have been paid. Additionally, taxes on all real property owned by the applicant must be current.
- (f) Commercial or industrial property eligible for tax incentives under any adopted Neighborhood Revitalization Plan and Topeka's existing tax abatement program pursuant

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to Article 11, Section 13 of the Kansas Constitution and TMC Chapter 3.55, may receive one exemption/rebate per project from the City as a tax incentive.

- (g) Any property that fronts a public street boundary of the Neighborhood Revitalization Area shall be eligible for the rebate, except those properties that front a public highway.

PART 8
CONTENTS OF APPLICATION FOR TAX REBATE

Part 1 - General Information (Completed by applicant)

- (a) Owner's Name and applicant's name
- (b) Owner's Mailing Address.
- (c) School District No.
- (d) Parcel I.D. No.
- (e) Building Permit No. and copy of permit
- (f) Address of Property.
- (g) Legal Description of Property
- (h) Day Phone Number.
- (i) Proposed Property Use.
- (j) Improvements (Attach itemized list of improvements)
- (k) Estimated Cost of Improvements
- (l) Proof of Historical Register Listing or nomination.
- (m) List of Buildings and Improvements proposed to be or actually demolished.
- (n) Date of commencement of construction.
- (o) Estimated date of completion of construction.

Part 2 - Status of Construction/Completion

- (a) County Appraiser's Statement of Percentage Test.
- (b) County Clerk's Statement of Tax Status.
- (c) Planning's Statement of Application Conformance for Tax Rebate.

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PART 9
APPLICATION PROCEDURE

- (a) The owner/applicant shall obtain an Application for Tax Rebate from Topeka Planning Department, or concurrent with obtaining a building permit application.
- (b) The applicant shall complete and sign the application and file the original with Planning, prior to or within sixty (60) days of issuance of the building permit or as permitted under Part 7(b).
- (c) Planning shall forward the application to the Shawnee County Appraiser's Office for determination of the appraised valuation of the improvements and when necessary for designated historic properties, shall indicate the base tax year in order to determine the property's pre-demolition value for historic resources or landmarks that were demolished to make way for the improvements.
- (d) On or about January 1, the County Appraiser shall conduct an on-site inspection of the construction project, determine the new valuation of the real-estate, complete his portion of the application, and report the new valuation to the Shawnee County Clerk by June 1 of that same year. The tax records on the project shall be revised by the County Clerk's Office.
- (e) Upon determination by the Appraiser's office that the improvements meet the percentage test for rebate and the Clerk's office has determined the status of the taxes on the property, Planning shall certify to the County Clerk the project and application does or does not meet the requirements for a tax rebate and shall notify the applicant.
- (f) Upon the payment of the real estate tax for the subject property for the initial and each succeeding tax year period extending through the specified rebate period, and within a thirty (30) day period following the date of tax distribution by Shawnee County to the other taxing units, a tax rebate in the amount of the tax increment (less any fees as specified in the Interlocal Agreement) shall be made to the applicant.

The tax rebate amount will be based on the appraised property value increment between the application year and the completion year directly attributal to the improvement itself. The actual rebate may vary year to year depending upon the approved mill levy for all participating taxing jurisdictions. The tax rebate shall be made by Audit and Finance, Shawnee County through the Neighborhood Revitalization Fund established in conjunction with the City of Topeka and the other taxing units participating in an Interlocal Agreement.

PART 10
STANDARDS AND CRITERIA FOR APPROVAL

- (a) Project improvements shall be 100% complete within two years of building permit issuance or 100% complete within two years of beginning construction on the listed improvements (if permits are not required.).
- (b) The appraised value of residential property must be increased by a minimum of 10%.
- (c) The appraised value of commercial and industrial property must be increased by a minimum of 20%.
- (d) New improvements must conform with all applicable codes, rules, and regulations in effect at the time the improvements are made, including zoning regulations and design guidelines adopted by the Governing Body, for the length of the rebate.
- (e) Any property that is delinquent in any real property tax payment or special assessment shall not be eligible for any rebate or future rebate until such time as all real property taxes and special assessments have been paid. Additionally, taxes on all real property owned by the applicant must be current.

PART 11

STATEMENT SPECIFYING REBATE FORMULA

Program Period:

The Neighborhood Revitalization Fund and tax rebate incentive program shall expire on December 31, 2024.

Rebate Period:

| | |
|---|-------------|
| All Eligible Uses – Administrative Approval | 10 years |
| All Eligible Uses – Governing Body Approval | 11-20 years |

Rebate Amount*:

| | |
|--|-------------------------------------|
| Standard Rebate: | |
| - All Eligible Uses Not Specified In Areas Below | 95% (years 1-5) 50% (years 6-10) |

| | |
|--|-----|
| Standard Plus 10 Rebate: | |
| - “Intensive Care” areas (2020 Neighborhood Health Map) | 95% |
| - National/State Register/Properties and Districts and Local Historic Properties/Districts | 95% |
| - “New” Infill Housing (Single and Multi-Family); including: new Single-family houses only in Cowdin Subd. #3 and Southern Hills Subd. A, B, and C, Drakes Farm Subdivision | 95% |

| | |
|-----------------------------------|-----|
| Standard Plus 20 Rebate: | |
| - TIF District | |
| - Minimum \$10,000,000 investment | |
| - Primary use is residential | |
| - “But-For” Test/Study | |
| - Governing Body Approval | 95% |

*5 % to remain in Neighborhood Revitalization Fund for administrative costs.

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Part 12
OTHER MATTERS

1. The governing body may declare a building outside of a neighborhood revitalization area to be a “dilapidated structure” if it satisfies the conditions set forth in subsection (a) of KSA 12-17, 115. A “dilapidated structure” is defined as a residence or other building which is in deteriorating condition by reason of obsolescence, inadequate provision of ventilation, light, air or structural integrity or is otherwise in a condition detrimental to the health, safety or welfare of its inhabitants or a residence or other building which is in deteriorating condition and because of age, architecture, history or significance is worth of preservation. Pursuant to K.S.A. 12-17,117(b), the governing body may determine a structure outside the boundary is a ‘dilapidated structure’ and, as such, is eligible for consideration of a property tax rebate for the following reasons:

- The building is a dilapidated structure due to its long vacancy and current boarded condition,
- The building is historic and is listed on the National Register of Historic Places and is worthy of preservation.

Prior to acceptance of a tax rebate application for projects involving a ‘dilapidated structure’, the applicant must submit a “but-for” test/study to be approved by the City Manager that demonstrates the need for a rebate.

- The Menninger Clock Tower was approved as a delapidated structure with the approval of the 2022-2024 NRP plan and remains in effect.
2. The governing body may designate certain projects to have up to a 20-year rebate period, provided all of the following criteria are satisfied:
 - The project is located within an existing Tax Increment Financing District (TIF) within the NRP Area

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- The primary use is residential
- The project has a minimum investment of \$10,000,000
- The project submits a but-for analysis that demonstrates the need for the longer rebate period.

Should the governing body determine that the project meets the criteria, the property will be removed from the TIF district in accordance with Ordinance No. 20228. Prior to acceptance of a tax rebate application, projects must submit a “but-for” test/study to be approved by the City Manager that demonstrates the need for a rebate.

SHAWNEE COUNTY TAX LEVY SCHEDULE 2023

Tax Levies per \$1,000 Assessed Valuation

| | 2023 Levy | % of Total Levy |
|--------------------------------------|--------------|-----------------|
| Shawnee County | 48.653 | 34.41% |
| City of Topeka | 36.952 | 26.13% |
| USD 501 (Topeka) | 37.791 | 26.73% |
| Washburn University | 3.45 | 2.44% |
| Topeka-Shawnee County Public Library | 8.192 | 5.79% |
| TMTA (Transit) | 4.2 | 2.97% |
| MTAA (Airport) | 2.157 | 1.53% |
| Total | 141.395 | 100% |

| | | |
|--------------------------------------|---------|--------|
| Shawnee County | 48.653 | 33.09% |
| City of Topeka | 36.952 | 25.13% |
| USD 345 (Seaman) | 43.422 | 29.53% |
| Washburn University | 3.45 | 2.35% |
| Topeka-Shawnee County Public Library | 8.192 | 5.57% |
| TMTA (Transit) | 4.2 | 2.86% |
| MTAA (Airport) | 2.157 | 1.47% |
| Total | 147.026 | 100% |

| | | |
|--------------------------------------|---------|--------|
| Shawnee County | 48.653 | 33.07% |
| City of Topeka | 36.952 | 25.12% |
| USD 450 (Shawnee Heights) | 43.501 | 29.57% |
| Washburn University | 3.45 | 2.35% |
| Topeka-Shawnee County Public Library | 8.192 | 5.57% |
| TMTA (Transit) | 4.2 | 2.86% |
| MTAA (Airport) | 2.157 | 1.47% |
| Total | 147.105 | 100% |

| | | |
|---------------------------------|--------|--------|
| Shawnee County | 48.653 | 32.29% |
| City of Topeka | 36.952 | 24.52% |
| USD 437 (Auburn Washburn Rural) | 47.092 | 31.25% |
| Washburn University | 3.45 | 2.29% |

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| | | |
|--------------------------------------|---------|-------|
| Topeka-Shawnee County Public Library | 8.192 | 5.44% |
| TMTA (Transit) | 4.2 | 2.79% |
| MTAA (Airport) | 2.157 | 1.43% |
| Total | 150.696 | 100% |
| | | |

Source: Shawnee County Clerk's Office, 2024

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QUOTE

HI Octane Trailer

The most affordable Refueling Trailer in the world.

DATE: JULY 25, 2024

222 Carmalt Street
Thomasville, NC 27360
Phone 336.474.4707
sales@hioctanetrailer.com

EXPIRATION DATE 30 DAYS FROM DATE OF
QUOTE

TO Don Loyd
manager@topfuelservice.com

| SELECT QTY | DESCRIPTION | TOTAL PRICE |
|------------|---|-------------|
| 2 | 390 Gallon Private Use Municipal Refueling System, <u>Single Wall</u> 1 SYSTEM FOR AVGAS 1 SYSTEM FOR JET A Base Model Includes: Full interior baffle for surge control 15 GPM 12Vdc, duel fuel pump gas/diesel 10 ft hose w/ manual nozzle 10 Micron In line Aquasorb and debris fuel filter, housing Fuel level indicator 2 inch passive vent valve 4 inch emergency vent valve Padlockable fill cap Tank painted white and properly labeled for fuel 12 Gauge Steel. UL142 Listed. 580 Lbs. Trailer Specifications: Single 3700 lb torsion axle. Includes 205/65/10. 10 inch wheels. 10 ply tires rated for 1650 lbs each. LED marker and taillights. Trailer painted black. Federal Compliance decal with assigned VIN number and Original Title. Empty total weight 845 lbs. | \$14,996.00 |
| 2 | Optional: 50 ft, ¾ inch hose reel kit, self retracting | \$3,000.00 |
| 2 | Optional: Aviation; GPI 25 GPM 12Vdc AVGAS pump | \$2,475.00 |
| 2 | Optional: Aviation; Velcon differential pressure gauge VF-61 | \$1,800.00 |
| 2 | Optional: Aviation; AquaSorb filter element & housing VF-61 | \$1,400.00 |
| 2 | Optional: Aviation; OPW OverWing nozzle | \$1,950.00 |
| 2 | Shipping via flat bed to Topeka, KS. Consignee is responsible for offloading. | \$4,200.00 |
| | TOTAL | \$29,821.00 |

Office of: President
To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Purchase of One (1) New
Police Vehicle (Board Action Required)**



Date: August 12, 2024

The approved 2024 budget includes \$65,000 for the purchase of a new police patrol vehicle. This item was advertised in the Topeka Capital Journal on July 15th and on the MTAA website for sealed bids to be opened on August 12, 2024. Only one bid was provided by Superior Emergency Response Vehicles (SERV).

SERV provided a bid for a 2024 Dodge Durango Pursuit AWD Hemi V8 including the emergency vehicle upfitting. Upfitting includes the installation of the spotlights, lightbars, deactivation of rear door lock and windows, siren equipment and push bumper. The bidder met all components of the specification with the exception of a power liftgate. Delivery date is anticipated by the end of September 2024.

I recommend the Board approve the bid provided by Superior Emergency Response Vehicles for the 2024 Dodge Durango Pursuit AWD for Fifty-four Thousand Six Hundred Eighty-one dollars and Twenty-six Cents (\$54,681.26) and authorize staff to proceed with the purchase of the vehicle.

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

Metropolitan Topeka Airport Authority
One (1) New Police Vehicle
Bid Tabulation

August 12, 2024 10:00 a.m.
(Bids opened in order of receipt)

| Company | Year - Make - Model | Bid Amount | Delivery |
|---|--|-------------|-----------|
| Andy Saville, President Superior Emergency Response Vehicles PO Box 965 Andover, KS 67002 (316) 733-2223 | 2024 Dodge Durango Pursuit AWD Hemi V8 – Black – Including Emergency Vehicle Upfitting | \$54,681.26 | 9/27/2024 |
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Office of: President

To: Board of Directors

From: Eric M. Johnson 



Subject: **Consider Revised Quote for Disposal of Waste
Material From Building 625 at Topeka Regional Airport.
(Board Action Required)**

Date: July 30, 2024

MTAA staff is in the process of cleaning out Building 625 prior to the tenant taking possession. During this process, a significant amount of hazardous waste was located and testing was conducted to confirm the content of the material. Additional material was found in Buildings 448 and 450 when they were cleaned out. Due to the hazardous nature, disposal by a qualified contractor is required. Heritage-Crystal Clean, LLC also brought to our attention that their original estimate was not calculated correctly and as a result was lower than actual. The Board of Directors originally approved the purchase of disposal of waste material from Heritage-Crystal Clean, LLC in the amount of Eleven Thousand Six Hundred Forty-four Dollars and Fifty Cents (\$11,644.50) at the May 21, 2024 Board Meeting.

We received a revised quote from Heritage-Crystal Clean, LLC for packing, removal and disposal of this material. I recommend the Board accept the quote provided by Heritage-Crystal Clean, LLC at a cost of Nineteen Thousand Three Hundred Ninety-nine Dollars and Eighty Cents. (\$19,399.80).



July 23, 2024

Metropolitan Topeka Airport Authority.
6510 SE Forbes Ave, Ste 1
Topeka, KS 66619

Attn: Terry Poley

Re: Transportation & Disposal on Lab Pack of Various items.
Quote Number: 000127713FP

Heritage-Crystal Clean, LLC ("HCC") is a leading provider of off-site recycling and other related services to our commercial and industrial customers. Our facilities and vehicles are fully permitted and compliant with federal, state, and local agencies.

We offer a broad range of treatment and recycling options for your various waste streams. Whether it's treating oily water, collecting used oil, cleaning an oil/water separator, cleaning ASTs, or packing and removing hazardous waste, we can simplify your waste management requirements by providing a "one-stop shop" – eliminating the need for multiple service providers. HCC's service offerings include:

- Used oil collection and recycling
- Oily water transportation, processing, and oil recovery
- Spent antifreeze collection and recycling
- Used oil filter collection and recycling
- Oil/water separator cleaning
- Industrial services / tank cleaning
- Lab packaging & waste transportation
- Emergency response services
- Bulk marketing of HCC antifreeze products

SCOPE OF WORK

HCC is pleased to present this quote for transportation for disposal on Lab Pack of various items.

HCC to Provide:

Experienced Personnel Team. Tools & supplies & materials needed to complete the scope of work.

Customer to Provide:

Provide free and unrestricted access to work sites. Access to sanitary facilities. Any interruption from the customer or customer's or other representatives may constitute a delay and will require a change order.



July 23, 2024

Pricing Table

| Item Description | UOM | Units | \$/Unit | Est. Total |
|---------------------------------|------|-------|---------------------|-------------|
| Field Tech #1 | Each | 1 | \$1,680 | \$1,680 |
| Field Tech #2 | Each | 1 | \$1,680 | \$1,680 |
| Field Service Box Truck | Each | 1 | \$1,836 | \$1,836 |
| Lab Pack Containers | Each | 4 | \$172.50 | \$690 |
| Fuel Cost | Each | 1 | \$450 | \$450 |
| Disposal Cost (Entire Lab Pack) | Each | 1 | \$12,150 | \$12,150 |
| Energy & Insurance Fee | Each | 1 | \$913.80 | \$913.80 |
| | | | Est. Project Total: | \$19,399.80 |

Even though we have tried to make our proposal as clear and concise as possible, we welcome the opportunity to meet with you to answer any questions.

Thank you for giving HCC an opportunity to be your single source environmental service provider. Our personal commitment to you is to exceed your expectations and deliver the best service possible.

Sincerely,

Billie Dugan
ESP Specialist
C • 913-309-3964
Billie.Dugan@crystal-clean.com

Frankie Portillo
Regional Field Service Manager
C • 402-618-0885
frankie.portillo@crystal-clean.com

Project Specific Terms & Conditions

- The customer has reviewed the specifications of all material to be provided, and by signing this quote or providing a PO based on this quote, the customer agrees that all materials, means, and methods meet or exceed their internal standards for the proposed application. (Quote Valid for 30 days)

Standard Terms & Conditions:

Payment terms are Net 30 days with approved credit. By signing below, Customer agrees to HCC's Terms and Conditions found at www.crystal-clean.com/serviceagreementterms.

HCC's on-site personnel will complete a daily worksheet, which will note specific quantities and units of personnel time, equipment, materials/supplies, freight, and disposal. This worksheet will then be submitted to Customer for verification. This will provide Customer with a daily record of the progress of Customer's project. From the daily worksheets, a fair and accurate billing will be prepared. With exception to minimum charges, Customer will be billed specifically for those services and quantities Customer receives.

HCC must receive a signed copy of this page prior to starting the project or receiving waste to be processed at HCC's facility.

Customer is also required to complete and return HCC's Waste Profile Sheet prior to HCC receiving waste to be processed at HCC's facility.



July 23, 2024

Metropolitan Topeka Airport Authority - Representative

Signature: _____ Date _____

Printed Name: _____

Company: _____

Purchase Order #: _____

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider Proposals for Roof Replacement
At 206 SE Airport West Drive (Bldg. 820) Utilizing
"The Interlocal Purchasing System" (TIPS).
(Board Action Required)**



Date: August 13, 2024

The MTAA is responsible for repair and replacement of the roof on this building. When the building came back to MTAA control following a decades-long lease, we determined a new roof would be necessary in the near future.

Greg Schwerdt of Schwerdt Design Group (SDG) was contracted to design the lower-level roof and correct the issues where it connects to the warehouse. Given the differences of the original, separate buildings, it was determined that working with an architect to ensure the use of proper material and installation techniques was our best option.

Utilizing "The Interlocal Purchasing System" (TIPS), we solicited quotes from participating members for a new 60-mil TPO membrane roof system with tapered insulation to provide for positive drainage, elimination of unnecessary penetrations and installing perimeter gutters and downspouts.

We received one quote for the work from JB Turner & Sons Roofing. Turner's based their quote on the SDG design, meeting current building codes and includes a 20-year manufacturer's warranty.

I recommend the Board authorize staff to contract with JB Turner & Sons Roofing at a cost of Sixty-Nine Thousand Eight Hundred Seventy-two Dollars and No Cents (\$69,872.00) for the installation of the roof system.

Proposal

J.B. Turner & Sons Roofing & Sheet Metal

P.O. Box 19525

Topeka, KS 66619

Phone (785) 233-9603 FAX (785) 233-3868

| | | |
|--|---|--------------------------|
| SUBMITTED TO MTAA | PHONE 785-862-2362 | DATE 8/12/2024 |
| STREET 6510 SE Forbes Ave., Ste 1 | JOB NAME Building 830 - Lower south flat roof | |
| CITY, STATE, & ZIP Topeka, KS 66619-1446 | JOB LOCATION Forbes Field | |
| ATTENTION: | JOB PHONE | FAX |

J.B. Turner & Sons Roofing & Sheet Metal will do the following:

Roof Area approx 3,750 sq.ft.

Remove and properly dispose of existing roof down to concrete or adhered vapor barrier.

Cover over existing interior drains

Provide and adhere new 1/4" per foot tapered ISO with 1" start to slope everything to the outside of the building to gutters.

Provide and adhere new 1/2" primed dens deck.

Provide and adhere new 60 mil white TPO membrane.

Cut and raise metal wall panels to allow new roof membrane to be flashed properly.

Flash all penetrations and perimeter per manufactures requirements.

Provide Carlisle's 20 year manufacturers system warranty.

Provide and install 24 ga. pre-finished drip edge and wall flashing (standard color)

Provide and install new 6" seamless gutter and downspouts (standard color)

Note: Does not include any disconnect or reconnect around electrical or gas lines.

Does not include any sales tax. Tax exempt certificate will need to be provided.

Note: JB Turner offers this quote as an assignee of Luna & Associates' TIPS-USA Contract #23010402-5193

We propose, hereby, to furnish material and labor, complete in accordance with the above specifications, for the sum of:

Sixty-Nine Thousand Eight Hundred Seventy-Two 7 00/100 ----- Dollars **\$69,872.00**

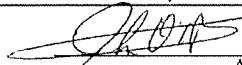
Payment to be made as follows:

Net due in full upon completion. A service charge of 1 1/2% per month will be added to all accounts not paid 30 days from Invoice date.

All material is guaranteed to be specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the original proposed estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

One (1) year of Completed Operations Insurance Coverage is included with any / all other insurance policies maintained by J.B. Turner & Sons Roofing & Sheet Metal on behalf of themselves and our customers.



Authorized Signature

John O'Bray - Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions
are satisfactory and are hereby accepted

Signature _____

Date of Acceptance: _____

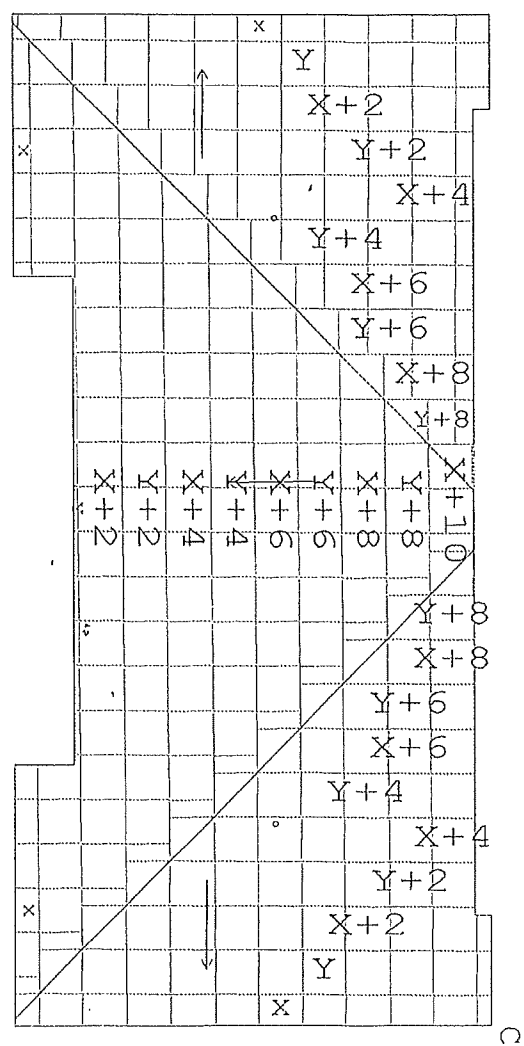
Signature _____

Original- to be signed and mailed

Agenda Item 9

Page 2 of 3

PROJECT:
Forbes Bldg
ADDRESS:



Office of: President
To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Approval of MTAA Resolution
No. 24-300 Authorizing the Acceptance of
Grant Offers No. 3-20-0113-047-2024 (BIL),
3-20-0113-049-2024 (AIP), and 3-20-0113-050-2024 (AIP)
Through Federal Aviation Administration for
Reconstruction of Taxiways Alpha and Delta at
Topeka Regional Airport. (Board Action Required)**



Date: August 14, 2024

As included with this memo, Grant Offers No. 3-20-0113-049-2024 and 3-20-0113-050-2024 for Topeka Regional Airport were received from the Federal Aviation Administration (FAA) yesterday afternoon. Grant Offer No. 3-20-0113-047-2024 is awaiting receipt from the FAA. It is required that the signed grant acceptance is returned to the FAA as soon as possible upon receipt.

I am requesting the Board of Directors to consider adoption of MTAA Resolution No. 24-300, authorizing the MTAA President to sign in acceptance of the grant offers from the FAA in the total amount not to exceed Five Million Nine Hundred Eighty-six Thousand Three Hundred Ninety-three Dollars and No Cents (\$5,986,393.00) for the Reconstruction of Taxiways Alpha and Delta at Topeka Regional Airport, Topeka, Kansas

The grants 3-20-0113-049-2024 and 3-20-0113-050-2042 are 90% funded by the FAA under the AIP programming. Grant 3-20-0113-047-2024 is funded 47% Kansas Air National Guard, 5% MTAA, and 48% FAA under AIP programming.

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

MTAA RESOLUTION NO. 24-300

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT OFFER FROM THE UNITED STATES RELATING TO THE DEVELOPMENT OF FORBES FIELD, TOPEKA, KANSAS.

BE IT RESOLVED by the governing body of the Metropolitan Topeka Airport Authority, Topeka, Kansas:

SECTION 1. That the Metropolitan Topeka Airport Authority (MTAA), Topeka, Kansas, hereby accepts the Grant Offer, in the amount not to exceed of Three Million Eight Hundred Four Thousand Eight Hundred Forty-five Dollars (\$3,804,845) for AIP Project #3-20-0113-047 from the Administrator of the Federal Aviation Administration. The MTAA also hereby accepts the Grant Offer, in the amount not to exceed Two Hundred Fifty-one Thousand Four Hundred Seventy-two Dollars (\$251,472.00) for AIP Project #3-20-0113-049 from the Administrator of the Federal Aviation Administration. Lastly, the MTAA accepts the Grant Offer, in the amount not to exceed One Million Nine Hundred Thirty Thousand Seventy-six Dollars (\$1,930,076.00) for AIP Project #3-20-0113-050 from the Administrator of the Federal Aviation Administration. These grants are for the purpose of obtaining federal aid to be used for Taxiway Alpha/Delta Reconstruction at Forbes Field, Topeka, Kansas.

SECTION 2. That Eric M. Johnson, President of the Metropolitan Topeka Airport Authority is authorized to execute said Grant Offer on behalf of the Metropolitan Topeka Airport Authority, Topeka, Kansas, and the Authority Clerk is authorized to impress thereon the official seal of the Metropolitan Topeka Airport Authority, Topeka, Kansas, and to attest said execution;

SECTION 3. That the Grant Offer referred to hereinabove is attached hereto.

Adopted this 20th day of August, 2024 by the Metropolitan Topeka Airport Authority, Topeka, Kansas.

Brian Armstrong
Chairman of the Board

Certification of Clerk

I, Cheryl A. Trobough, the duly appointed and qualified Authority Clerk of the Metropolitan Topeka Airport Authority, Topeka, Kansas, do hereby certify that the foregoing Resolution was duly adopted at a meeting of the Metropolitan Topeka Airport Authority, Topeka, Kansas, held on the 20th day of August, 2024, and that said Resolution has been compared by me with the original thereof on file and of record in my office, and is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Metropolitan Topeka Airport Authority, Topeka, Kansas, this 20th day of August, 2024.

Cheryl A. Trobough
Authority Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date August 13, 2024

Airport/Planning Area Topeka Regional

Airport Infrastructure Grant
Number 3-20-0113-049-2024

Unique Entity Identifier X5GLL4J9BNJ4

TO: Metropolitan Topeka Airport Authority, Kansas

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **May 20, 2024**, for a grant of Federal funds for a project at or associated with the **Topeka Regional Airport** which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Topeka Regional Airport** (herein called the "Project") consisting of the following:

Reconstruct Taxiway A and D (75 ft x 700 ft). Replace airfield lighting, signage and REILs. - Reimbursable Agreement

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$251,472.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$251,472.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 17th, 2024** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review

and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental quality standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. BIL Funded Work Included in a PFC Application. Within **120** days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **July 01, 2014**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered — The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

- 28. Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
- 29. Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 30. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
- 31. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 32. Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Rodney N. Joel

(Signature)

Rodney N. Joel

(Typed Name)

**Acting Director, Central Region Airports
Division**

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

Metropolitan Topeka Airport Authority

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date August 13, 2024

Airport/Planning Area Topeka Regional

Airport Infrastructure Grant
Number 3-20-0113-050-2024

Unique Entity Identifier X5GLL4J9BNJ4

TO: Metropolitan Topeka Airport Authority, Kansas
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **July 31, 2024**, for a grant of Federal funds for a project at or associated with the **Topeka Regional Airport** which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Topeka Regional Airport** (herein called the "Project") consisting of the following:

Reconstruct Taxiway A and D (75 ft x 700 ft). Replace airfield lighting, signage and REILs. - Construction (27% of project)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,438,875.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,438,875.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September, 17, 2024** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review

and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of BIL Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable environmental quality standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy American. The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. BIL Funded Work Included in a PFC Application. Within **120** days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **July 01, 2014**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered — The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

- 28. Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as described by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an Airport Layout Plan in accordance with 49 U.S.C. § 47107(a)(16).
- 29. Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- 30. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years.

The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

31. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - 7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - i. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

- ii. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

- 32. Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
- 33. Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 34. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
- 35. Non-Federally Funded Work in Application.** The Sponsor understands and agrees that:
- a. The Project Application includes the planning and/or construction of pavement that is not being funded with any Federal funding in this project;
 - b. Although the Sponsor has estimated a total project cost of \$9,054,284 the total allowable cost for purposes of determining Federal participation equals \$5,826,356;
 - c. It must maintain separate accounting of cost records for Federally and non-Federally funded work;
 - d. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and
 - e. All non-Federally funded work is the sole responsibility of the Sponsor.
- 36. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 37. Usable Unit of Development.** The FAA and the sponsor agree this grant only funds a portion of the

overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

- 38. Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Rodney N. Joel

(Signature)

Rodney N. Joel

(Typed Name)

**Acting Director, Central Region Airports
Division**

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

Metropolitan Topeka Airport Authority

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Board to Consider MTAA Resolution No. 24-301** Date: August 14, 2024
To Authorize Change in Authority Clerk
(Board Action Required)



Please see attached MTAA Resolution No. 24-301 to change the Authority Clerk designation from Cheryl Trobough to Laura Hartley.

Please advise if there are any questions.

METROPOLITAN TOPEKA AIRPORT AUTHORITY

Resolution No. 24-301

In accordance with MTAA Resolution No. 03-168, the Board of Directors of the Metropolitan Topeka Airport Authority does hereby authorize a change in the position of Clerk of the Metropolitan Topeka Airport Authority from Ms. Cheryl A. Trobough to Ms. Laura B. Hartley.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of the Metropolitan Topeka Airport Authority this 20th day of August, 2024.

Metropolitan Topeka Airport Authority

By _____
Brian Armstrong
Chairman of the Board

Attest:

Lisa D. Stubbs
Secretary of the Board

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2025

The governing body of
Metropolitan Topeka Airport Authority
Shawnee County

will meet on September 17, 2024 at 2:30 PM at MTAA Admin Office - 6510 SE Forbes Ave, Topeka, KS 66619 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of tax to levied and the revenue neutral rate.

Detailed budget information is available at Office of the MTAA President and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

| FUND | Prior Year Actual 2023 | | Current Year Estimate for 2024 | | Proposed Budget Year for 2025 | | |
|------------------------|------------------------|------------------|--------------------------------|------------------|-----------------------------------|-------------------------------|------------------------------|
| | Expenditures | Actual Tax Rate* | Expenditures | Actual Tax Rate* | Budget Authority for Expenditures | Amount of 2024 Ad Valorem Tax | Proposed Estimated Tax Rate* |
| General | 6,847,926 | 1.750 | 8,101,768 | 2.157 | 11,287,041 | 5,168,920 | 2.239 |
| Debt Service | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Non-Budgeted Funds | 12,986,495 | | | | | | |
| Totals | 19,834,421 | 1.750 | 8,101,768 | 2.157 | 11,287,041 | 5,168,920 | 2.239 |
| Revenue Neutral Rate** | | | | | | | 2.065 |
| Less: Transfers | 0 | | 0 | | 0 | | |
| Net Expenditures | 19,834,421 | | 8,101,768 | | 11,287,041 | | |
| Total Tax Levied | 3,533,027 | | 4,765,400 | | xxxxxxxxxxxxxxxx | | |
| Assessed Valuation | 2,026,719,659 | | 2,219,318,037 | | 2,308,636,385 | | |

Outstanding Indebtedness,

| | 2022 | 2023 | 2024 |
|-------------------|------|------|------|
| Jan 1, | | | |
| G.O. Bonds | 0 | 0 | 0 |
| Revenue Bonds | 0 | 0 | 0 |
| Other | 0 | 0 | 0 |
| Lease Pur. Princ. | 0 | 0 | 0 |
| Total | 0 | 0 | 0 |

*Tax rates are expressed in mills.

**Revenue Neutral Rate as defined by KSA 79-2988

//Brian Armstrong//
Chair of the Board

Page No. 7

Maintenance Report
July 8, 2024 – August 9, 2024

07/08/24

- Trimmed mowed AOA lights and signs
- Emptied scrap metal from out of plow truck and shop cleanup
- Cleaned up edges on Rwy 13-31 for dirt work on 07/11/24, got all equipment ready to do the work
- Worked with McElroy on makeup air unit upgrade at FOE Terminal
 - Water Testing
 - Airfield Inspection and Repairs as Needed

07/09/24

- Trim mowed Industrial Park
- Weed sprayed AOA again
- Worked on electrical heat lamps at Billard
- Met with P-1 to discuss contract for FOE Terminal and what our needs are
- Moved gravel into back lot
- Inspect roof at Granit Shop
- Worked on water leaks at Bldg. #624
- Started moving dirt at Fuel Farm for the salt and sand bunkers
- Worked on garage door seals at Bldg. #624
- Water Testing
- Airfield Inspection and Repairs as Needed

07/10/24

- Ordered parts for garage door seals at Bldg. #624
- Trim mowed approach end of Rwy 13
- Unclogged P&F drain
- Installed meter in Bldg. #450
- Mowed airfield safety areas
- Moved blocks and built sand bin in new SRE Bldg.
- Started blowing out cracks on Twy Alpha to get ready for crack sealing
- Worked on Bldg. #449-C
- Water Testing
- Airfield Inspection and Repairs as Needed

07/11/24

- Installed seal on garage door and installed back on doors at Bldg. #624
- Mowed safety areas
- Dirt work on Rwy 13-31 edges
- Installed lights and demoed out walls at Bldg. #449-C
- Finished dirt work at Bldg. #225 for tenant to use after removing all the concrete blocks
- Worked with Hali-Brite on beacon light – ordered parts
- Water Testing
- Airfield Inspection and Repairs as Needed

07/12/24

- Worked with Hobart on getting the heat lamps installed and the water softener - Billard
- Worked on cleaning cracks out on Twy Alpha
- Cleaned shop, bathroom and breakroom

Maintenance Report
July 8, 2024 – August 9, 2024

- Mowed safety areas and perimeter road
- Water Testing
- Airfield Inspection and Repairs as Needed

07/15/24

- Flushed fire hydrants on the south end of Airport to get chlorine levels up to where they need to be
- Removed and started to install new wall fan at Bldg. #167
- Continued work on cleaning cracks out on Twy Alpha to get ready for crack sealing
- Worked on garage door motor at Bldg. #167 north end (Ryder)
- Water Testing
- Airfield Inspection and Repairs as Needed

07/16/24

- Finished installing wall fan in Bldg. #167
- Continued work on garage door motor at Bldg. #167 north end (Ryder)
- Continued work on cleaning cracks out on Twy Alpha to get ready for crack sealing
- Worked in Bldg. #449(C)
- Worked on installing window tent in tractor to help with the heat
- Cleaned and sharpened blades on Batwing Mowers
- Water Testing
- Airfield Inspection and Repairs as Needed

07/17/24

- Continued work on cleaning cracks out on Twy Alpha to get ready for crack sealing
- Worked with contractor on the Twy Alpha/Delta project
- Worked on getting bunker ready for dirt delivery to be used on Rwy Edge
- Worked on getting new trucks set up for use (radio's, light bar etc.)
- Installed electrical for wall fan at Bldg. #167
- Met with contractors on HVAC at Admin Bldg.
- Finished sharpening blades on Batwing Mowers and started mowing perimeter road
- Water Testing
- Airfield Inspection and Repairs as Needed

07/18/24

- Finished getting bunker ready and moved dirt for Rwy edge
- Worked on filling holes over at Billard due to fence being moved
- Located water lines from DACG Bldg. for Vaerus addition and their hook up
- Mowed Airfield
- Installed louvers at Bldg. #167
- Water Testing
- Airfield Inspection and Repairs as Needed

07/19/24

- Continued filling holes at Billard due to fence being moved
- Continued mowing Airfield
- Worked on paint bike
- Water Testing
- Airfield Inspection and Repairs as Needed

Maintenance Report
July 8, 2024 – August 9, 2024

07/22/24

- Fixed perimeter road fence
- Fixed a hole in the ramp in front of the terminal
- Sharpened mower blades
- Worked in Bldg. #449(C)
- Water Testing
- Airfield Inspection and Repairs as Needed

07/23/24

- Trim mowed Industrial Park
- Started mowing Industrial Park
- Dug up and installed drain tile to fix drain problems, backfilled and smoothed out dirt
- Meetings with contractors
- Started mixing paint
- Water Testing
- Airfield Inspection and Repairs as Needed

07/24/24

- Installed electrical for door at Police & Fire
- Trim mowed Industrial Park
- Mowed Industrial Park
- Mixed Paint
- Got both paint bikes ready
- Set up and tested both paint bikes
- Worked on getting paint totes ready for use and got them loaded
- Water Testing
- Airfield Inspection and Repairs as Needed

07/25/24

- All-Hands painting 13/31
- Met with contractor to go over Billard Terminal
- Met with contractor to install HVAC at Bldg. #820
- Met with trainer on new Jet Bridge, went over all maintenance needs
- Water Testing
- Airfield Inspection and Repairs as Needed

07/26/24

- Continued painting 13/31
- Worked on dirt work on 13/31
- Met with McElroys on water filter at Billard
- Met with Pat the Plumber at Police & Fire
- Got keys to new Jet Bridge
- Cleaned shop and put equipment away
- Water Testing
- Airfield Inspection and Repairs as Needed

07/29/24

Maintenance Report
July 8, 2024 – August 9, 2024

- Trim mowed lights and signs on AOA
- Finished trim mowing spots that got missed on Industrial Park
- Started trim mowing Admin and Police & Fire
- Made homemade brackets for paint machine to paint 36" edge lines
- Repaired door motor at Bldg. #167 North Side (Ryder)
- Started removing trees for Bldg. #430 (Mr. O) and cleaned up trash
- Water Testing
- Airfield Inspection and Repairs as Needed

07/30/24

- Six guys going to water class all day
- Got ladder and changed rotation on fans in Bldg. #167 South End
- Repaired outside water facet
- Repaired broken windsock
- Loaded and hauled scrap metal to the dump
- Swept up FOD on Billard Ramp and Forbes Ramp
- Water Testing
- Airfield Inspection and Repairs as Needed

07/31/24

- Six guys going to water class all day
- Mowed Safety Areas
- Worked on Bldg. #248 – making door opening bigger 10' x 7' to 10' x 8'
- Water Testing
- Airfield Inspection and Repairs as Needed

08/01/24

- Six guys going to water class all day
- Trimmed edges of 31 to get ready for painting
- Started removing downed tree limbs in the Industrial Park
- Inspected roof damage on several buildings
- Inspected (hay barn) west wall that was blown down in the storm, worked on getting equipment out safely
- Water Testing
- Airfield Inspection and Repairs as Needed

08/03/24

- Finished weed eating edge of 13/31 to get ready for paint
- Filled holes in the Industrial Park that were left from downed trees
- Framed in larger door opening for Bldg. #248, new garage door
- Fixed 31 windsock
- Water Testing
- Airfield Inspection and Repairs as Needed

08/05/24

- Mowed airfield safety areas and started AOA section mowing
- Flushed hydrants to increase chlorine levels
- Installed water meter for Alpha/Delta project

Maintenance Report
July 8, 2024 – August 9, 2024

- Door work on Bldg. #248
- Met with vendor for Bldg. #449 fence
- Began demo work at hay barn
- Researched carports needed for winter sand storage
- Water Testing / Check tower levels
- Airfield Inspection and Repairs as Needed

08/06/24

- Continue demo work on hay barn
- Continue AOA section mowing
- Installation of water lines for water softener for Billard restaurant dishwasher
- Repair Billard beacon light
- Continue storm cleanup in park
- Water Testing / Check tower levels
- Airfield Inspection and Repairs as Needed

08/07/24

- All hands – park weed eating
- Locate wires for Alpha/Delta project
- Water Testing / Check tower levels
- Airfield Inspection and Repairs as Needed

08/08/24

- Continue AOA section mowing
- Address Bldg. #624 water issue
- Clean & service all trim mowers
- Routine Cleanup in Shop
- Ground prep for installation of barrels along perimeter fence curve
- Water Testing / Check tower levels
- Airfield Inspection and Repairs as Needed

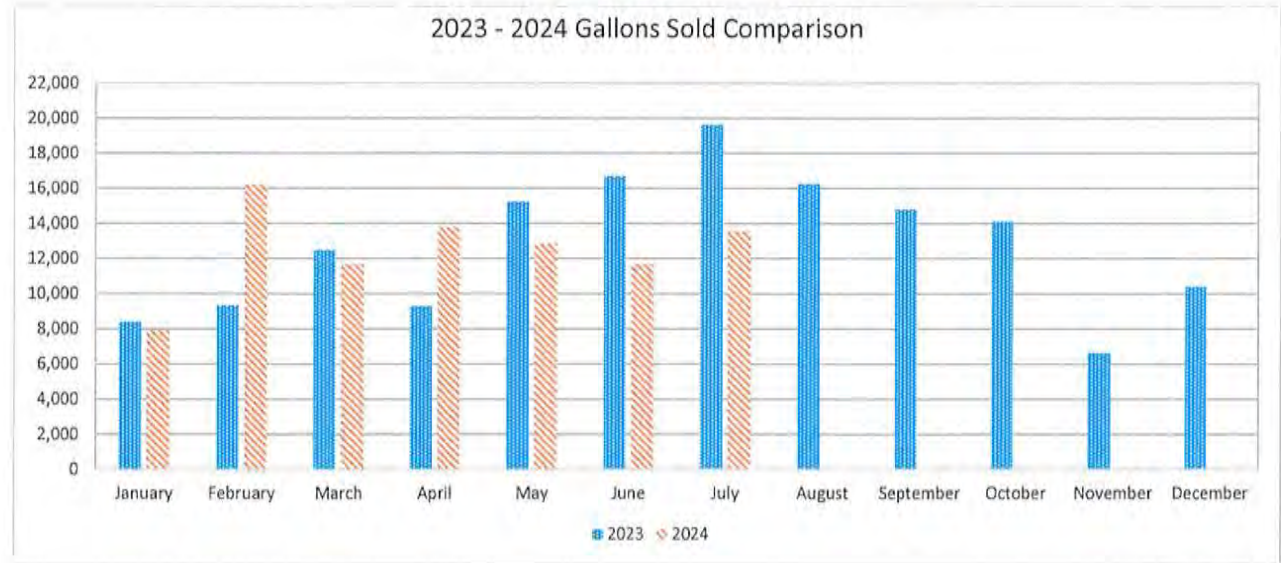
08/09/24

- Finish weed eating park to prepare for trim mowers
- Continue AOA section mowing
- Finish locating wires for Alpha/Delta project
- Operated sweeper truck on ramp and ran magnets
- Water Testing / Check tower levels
- Airfield Inspection and Repairs as Needed

Sales By Product Summary
 Receipt Date : 01-July-24 to 31-July-24
 Products : All

| Product | Remittance Report | Quantity | Product Total | Tax | Total Sales |
|-------------------------------|-------------------|-----------|---------------|-------------|--------------|
| Avgas 100LL | Cash | 1,149.9 | \$ 5,524.75 | \$ 516.55 | \$ 6,041.30 |
| Avgas 100LL | Credit Card | 14.6 | \$ 84.83 | \$ 7.93 | \$ 92.76 |
| Avgas 100LL | Contract Fuel | 3,506.5 | \$ 19,702.53 | \$ 1,842.20 | \$ 21,544.73 |
| Tax Exempt Avgas | Cash | 566.2 | \$ 3,289.68 | \$ - | \$ 3,289.68 |
| Tax Exempt Avgas | Credit Card | 90.7 | \$ 526.97 | \$ - | \$ 526.97 |
| SUB | | 5,327.90 | \$ 29,128.76 | \$ 2,366.68 | \$ 31,495.44 |
| Jet A Fuel with FSII Additive | Cash | 850.0 | \$ 3,435.45 | \$ 321.22 | \$ 3,756.67 |
| Jet A Fuel with FSII Additive | Contract Fuel | 1,045.0 | \$ - | \$ - | \$ - |
| Jet A Fuel with FSII Additive | Credit Card | 3,530.0 | \$ 15,034.47 | \$ 1,405.71 | \$ 16,440.18 |
| Jet A Tax Exempt | Cash | 2,788.0 | \$ 11,310.23 | \$ - | \$ 11,310.23 |
| SUB | | 8,213.00 | \$ 29,780.15 | \$ 1,726.93 | \$ 31,507.08 |
| TOTAL | | 13,540.90 | \$ 58,908.91 | \$ 4,093.61 | \$ 63,002.52 |

| Tenant | Quantity | Sales | |
|-----------------------|----------|--------------|-----|
| T-Hangar sales | 1,145.20 | \$ 7,418.12 | 12% |
| TAC | 442.20 | 2,656.52 | 4% |
| Post 8 | 57.30 | 338.99 | 1% |
| State Aircraft | | 14,599.91 | 23% |
| Newcomer | 550.00 | 2,430.79 | 4% |
| Jetz | - | - | 0% |
| Top Aviation Services | 785.90 | 5,033.73 | 8% |
| Military | - | - | 0% |
| | 2,980.60 | \$ 32,478.06 | |



| DELINQUENT ACCOUNTS AS OF JULY 31, 2024 | | | | | | | | | | | |
|--|----------------------|-------------------|--------------------|---------------------|---------------------|---------------------|----------------------|-------------|-------------|-------------|-------------|
| NAME OF BUSINESS | | TOTAL PAST DUE | CURRENT CHARGES | 30 DAYS PAST DUE | 60 DAYS PAST DUE | 90 DAYS PAST DUE | 120 DAYS PAST DUE | ACTION | | | |
| | | | | | | | | T E L | L T R | A G R | C O L |
| TOPEKA REGIONAL BUSINESS CENTER: | | | | | | | | | | | |
| Advanced Street Rod Design | Rent/FC | \$6,483.21 | \$2,763.56 | \$2,756.68 | \$962.97 | \$0.00 | \$0.00 | X | X | | |
| Brackett Inc. | Rent/FC | \$30,079.84 | \$4,959.05 | \$4,983.80 | \$5,008.18 | \$5,032.20 | \$10,096.61 | X | X | X | |
| F&L Enterprises, Inc. | Rent/FC | \$7,456.09 | \$2,428.33 | \$2,702.56 | \$1,211.01 | \$287.68 | \$826.51 | | X | X | |
| Home Depot USA, Inc. | Rent/FC | \$3,830.13 | \$1,929.32 | \$1,900.81 | \$0.00 | \$0.00 | \$0.00 | | X | | |
| M. Lewis | Rent/FC | \$995.23 | \$501.32 | \$493.91 | \$0.00 | \$0.00 | \$0.00 | | X | | |
| SUBTOTAL | | \$48,844.50 | \$12,581.58 | \$12,837.76 | \$7,182.16 | \$5,319.88 | \$10,923.12 | | | | |
| TOPEKA REGIONAL AIRPORT: | | | | | | | | | | | |
| Breeze Airways | Charter landing fees | \$818.80 | \$0.00 | \$0.00 | \$0.00 | \$818.80 | \$0.00 | | X | | |
| Eastern Airlines | Charter landing fees | \$12,040.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$12,040.00 | | X | | |
| Freeman Holdings, LLC | Rent/FC | \$290,930.44 | \$4,299.51 | \$4,235.93 | \$0.00 | \$282,395.00 | \$0.00 | X | X | | |
| STM Charters | Charter landing fees | \$74.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$74.50 | | X | | |
| Top Flight Charters | Charter landing fees | \$7,208.49 | \$0.00 | \$0.00 | \$0.00 | \$551.58 | \$6,656.91 | | X | | |
| SUBTOTAL | | \$311,072.23 | \$4,299.51 | \$4,235.93 | \$0.00 | \$283,765.38 | \$18,771.41 | | | | |
| PHILIP BILLARD: | | | | | | | | | | | |
| Hangar 18 | Rent/FC | \$1,300.00 | \$110.00 | \$110.00 | \$110.00 | \$110.00 | \$860.00 | X | X | | |
| SUBTOTAL | | \$1,300.00 | \$110.00 | \$110.00 | \$110.00 | \$110.00 | \$860.00 | | | | |
| WATER & SEWER: | | | | | | | | | | | |
| M. Lewis - 248 | Water/FC | \$140.96 | \$2.08 | \$138.88 | \$0.00 | \$0.00 | \$0.00 | | X | | |
| M. Lewis - 629 | Water/FC | \$279.85 | \$140.97 | \$138.88 | \$0.00 | \$0.00 | \$0.00 | | X | | |
| SUBTOTAL | | \$420.81 | \$143.05 | \$277.76 | \$0.00 | \$0.00 | \$0.00 | | | | |
| GRAND TOTALS | | \$361,637.54 | \$17,134.14 | \$17,461.45 | \$7,292.16 | \$289,195.26 | \$30,554.53 | | | | |

ACTION LEGEND:
TEL - CONTACTED BY TELEPHONE
LTR - SENT STATEMENT, LETTER, EMAIL
AGR - PAYMENT AGREEMENT
COL - SUBMITTED FOR COLLECTION