

## AIRPORT LEASE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the CITY OF GARNETT, KANSAS, a municipal corporation, hereinafter referred to as "Lessor," and Don Fairfield, hereinafter referred to as "Lessee."

WITNESSETH: WHEREAS, Lessor owns and operates the Garnett Municipal Airport, and Lessor is willing to lease and let to the Lessee certain real estate hereinafter more fully described and located on said airport upon the terms and conditions stated herein; and,

WHEREAS, the Premises will be used for aeronautical operations outlined herein, under the direction and control of Lessee.

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained, Lessor does hereby agree to lease and let the Lessee the premises outlined in red on the plat marked "Exhibit A", attached hereto and made a part hereof, said premises to consist of 2,016 square feet (herein sometimes referred to as the "Premises").

1. In consideration of the leasing of the Premises, the Lessee hereby agrees to pay the Lessor \$100.80 annually for the first three years of this Agreement. This annual payment is based on a rental of \$.05 per square foot. This annual rent shall be subject to increase beginning for the rent for the fourth year. Such increase shall be calculated by multiplying the initial annual rent by the percentage increase of the U.S. Dept. of Commerce's Consumer Price Index (CPI) from January 1, 2019 (base year) to January 1<sup>st</sup> of the year in which the fourth anniversary of the inception of this lease. Each January 1<sup>st</sup> thereafter, the annual rental for the fifth and subsequent years of this lease shall be adjusted; provided, however, the rental shall never be less than the initial annual rental. All rentals shall be due and payable in advance of the first day of each and every year for the duration of this Agreement.
2. The term of this lease shall be a period of 20 years commencing on \_\_\_\_\_; provided, however, Lessee may terminate this lease by giving written notice to Lessor not less than one year in advance of any anniversary date of this lease; and, provided further, this lease may be extended for an additional 10 years under the same terms at the option of the Lessee or his successor in interest by notifying the Lessor of his intent to extend the lease providing the lessor does so in writing not less than 180 days before the expiration of the original 20 year lease period.
3. All new construction on the Premises, or modifications to any existing structure shall comply with all FAA requirements and applicable building and safety codes of the City of Garnett as described in "Exhibit B" Hangar Specifications. All construction shall be permanent and fire resistant and shall be kept compatible with the design, material and landscaping of the basic structures of the Airport. Design and specification of any paving must be approved in advance by Lessor. All construction work shall be prosecuted to completion with diligence and in a workman-like manner and shall be under construction within six (6) months of the date of this agreement and completed within twelve (12) months of this agreement.

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The structure shall be designed to withstand at least 20 lbs. of snow load and 90 mph of wind load. All access roads must be constructed with a minimum of A-B three rock.

4. Lessee shall make arrangement for and pay periodic charges for all utilities, telephone or other communication services.
5. Lessee shall use the Premises for storage of aircraft, disassembly or re-assembly of aircraft, and the storage of aircraft and aircraft parts, or any services related thereto. Such permitted uses, however, shall always be aeronautical in nature, unless Lessor shall agree, in writing, to some other, non-aeronautical use. Unless Lessor shall agree in writing to some other, non-aeronautical use, only aeronautical related materials shall be stored in any hangar. Such aircraft and parts as are stored on the Premises shall be kept within a permanent structure on such Premises at all times except when being handled or worked on. No material shall be stored outside the hangar, except as specified in "Exhibit B".
  - (a) All personal property or improvements to the Premises of any kind that may be on the Premises during the continuation of this lease shall be at the sole risk of Lessee, and the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage thereto.
  - (b) Lessee shall pay all personal property taxes which may be levied and assessed against equipment, merchandise, or other personal property belonging to or consigned to Lessee, or otherwise under Lessee's control for tax purposes and located on the Premises or other permitted portions of the Garnett Municipal Airport. Any structure not considered affixed, whether taxed as real or personal property, shall be considered as personal property and subject to the provisions of this subparagraph. Provided, however, if the Lessor shall at any time cease to use its land as an airport, then the Lessee shall be permitted to carry on any lawful activity on the Premises that is not inconsistent with the zoning and subdivision regulations of the City of Garnett.
  - (c) All hangars shall be maintained in good repair. Any damage caused by wind or other disaster shall be repaired to LESSOR'S satisfaction within thirty (30) days of the event, unless extended in writing by LESSOR. Hangars that have open ends shall be kept free of weeds, brush and grass.
6. Lessee covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature made by or on behalf of any person or persons for any wrongful act or admission arising out of the use of the Garnett Municipal Airport on the part of the Lessee, its agents, servants and invitees and

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employees, and for such purpose Lessee agrees to carry liability insurance naming the Lessor as an additional insured, such insurance to have limits of not less than the following:

\$500,000.00	for personal injury for any one accident
\$250,000.00	for personal injury to any one person
\$250,000.00	property damage

Lessee further agrees to file a certificate of insurance with the Lessor evidencing that such insurance has been furnished and that the same will not be cancelled without ten (10) days notice to Lessor.

7. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
8. The Lessee agrees that the Lessor has the right to adopt and enforce reasonable rules and regulations and that Lessee and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor, the United States of America or any department or agency thereof in the State of Kansas.
9. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee.
10. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.
11. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all the landing facilities and/or other facilities or areas of the airport. If any such agreement is executed the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Governor, shall be suspended.
12. This Agreement shall be subordinate to the provisions of any outstanding agreement between the Lessor and the United States relative to the maintenance, operation, or development of the airport.
13. Lessee may not assign or transfer this Lease, or any part or interest therein, without the prior written consent of Lessor, and any attempt at assignment, transfer or subletting shall be void and at the option of Lessor deemed sufficient grounds for the termination of this Lease. Lessor's consent shall not be unreasonably withheld.

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14. In the event Lessee fails to pay the rent hereinafter within (30) days after same shall become due, or in the event Lessee shall violate any of the terms or conditions of this lease, and shall fail after thirty (30) day notice in writing from the Lessor to rectify such violation, Lessor may, at its option, declare this lease cancelled and terminate it and shall be entitled to immediate possession of the Premises.
15. Lessor reserves the right to enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient.
16. Should the Premises not be utilized for the purposes contemplated under this Lease for twelve continuous months; if Lessees shall permit or suffer the leasehold interest to be taken on execution; or if Lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors, then Lessor may immediately or at any time thereafter terminate this lease on sixty (60) days written notice to Lessee.
17. At the expiration or termination of this lease, the Lessee shall forthwith surrender possession of the Premises to Lessor. With regard to any improvements situated upon the Premises, Lessee may:
  - (a) transfer title to all improvements, including any hangar facilities, to the Lessor at a price agreeable to both. If parties cannot agree on the value for such property, then each shall, within ten days of determining such inability, appoint an appraiser. The two appraisers shall then meet without unnecessary delay and determine the fair market value of such property. If the two appraisers are unable to agree, then they shall themselves appoint a third appraiser, and the three appraisers shall determine the fair market value of the property. A written appraisal report signed by any two of these appraisers shall be binding between the parties and considered final for the purpose of establishing the value of such property. After the price is established, Lessor shall proceed with all deliberate speed to arrange for any financing that may be necessary to allow it to purchase such property and shall have at least 120 days in which to make such arrangements. At closing of such sale, Lessee shall furnish evidence of payment of all taxes, including any accrued taxes which, although not assessed may under Kansas law be assessed because of the sale, and shall convey title to Lessor by good and sufficient bill of sale fully warranting title to the same be free and clear of any lien or encumbrance whatsoever; or,
  - (b) remove all such improvements and restore the Premises to the original condition prior to any lease of the Premises. Such work shall be done without any unnecessary delay.
18. Lessor's failure at any time to exercise its rights hereunder shall not be taken as any assent, express or implied, nor shall it be deemed a waiver of any succeeding breach of the terms, covenants, and conditions hereof.

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- 19. Any notice hereunder to be given by Lessor to Lessee shall be deemed properly served if it be deposited in the United State Mail, postage prepaid, addressed to Lessee at c/o Don Fairfield, 1932 S. 86<sup>th</sup> Street, Kansas City, KS, 66111. Any notice to be given hereunder by Lessee to Lessor shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid, addressed to City Clerk, P.O. Box "H", 131 West Fifth Avenue, Garnett, KS, 66032.
- 20. Upon the termination of this Lease in any manner herein provided, Lessee shall forthwith surrender to Lessor the possession of the premises.
- 21. If Lessee fails to surrender to Lessor the premises, upon any termination of this Lease, all liabilities and obligations of Lessee hereunder shall continue in effect until the premises are surrendered; and no termination hereof shall of itself release Lessee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date of termination.
- 22. This Agreement shall extend to and be binding upon the heirs, executors, administrators, trustees, successors, receivers and assigns of the parties hereto and shall be construed under the laws of the State of Kansas.

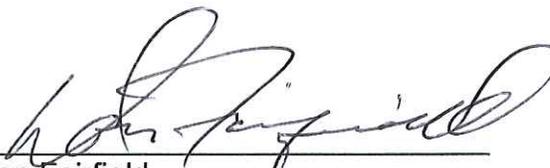
IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

CITY OF GARNETT, KANSAS

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Don Fairfield

*and for P.S. Fairfield*  
P.S. FAIRFIELD

(Revised November 2019)

"Exhibit B"  
HANGAR SPECIFICATIONS  
GARNETT MUNICIPAL AIRPORT

All construction must comply with FAA rules and regulations and City of Garnett building codes and permits. The City of Garnett uses 2018 (IBC) Building Code.

Requirements for the building of hangars at the Garnett Municipal Airport:

Location

1. Setback shall be at least 50 feet from the edge of the taxiway.
2. Alignment of additional structures should be the same as existing adjacent structure facing taxiway where possible.

Site

1. All tracts on the south side of the taxiway shall be a minimum of 50 feet by 50 feet.
2. All grading and fill shall be completed with proper drainage in such a manner as to avoid any ponding. The area between the structure and taxiway shall be smoothed and seeded. A site drainage plan must be submitted with the building permit application.
3. Footing shall be at least 30 inches below finished grade for steel structures, rebar reinforced.

Base/Floor

1. An adequate base of crushed rock or other acceptable aggregate shall be put down prior to construction.
2. For concrete floors, a minimum requirement of four (4) inches thick, 2,500-pound concrete, with prudent and reasonable reinforcement is required, as in #4 rebar or fiber mesh.
3. Footing shall be at least 30 inches below finished grade, reinforced with #4 rebar.
4. Pole barns or post framed building does not require footings; however, the post must be 48 inches into the ground and concrete installed around the post.
5. A gravel floor in a pole barn or post framed building is acceptable with the purpose of a future concrete floor.

Structure

1. The building shall be a minimum of three (3) sides.
2. The outside covering shall consist of metal or vinyl siding.
3. Wall height shall be no less than eight (8) feet in height.
4. There shall be 20-pound minimum snow load per square foot.
5. Sidewalls must be designed for at least 90 MPH wind load.
6. Architectural drawings, including a site drainage plan, must be submitted.
7. All utility extensions and services to the structure are the responsibility of the Lessee.

Completion of Structure

1. Completion of building within specified period stated in hangar lease shall be enforced.

2. Temporary storage of building materials during the construction may be allowed on premises of leased property; however, no permanent storage of construction materials or non-aeronautical materials are permitted.

#### Access

1. Access to construction site shall be approved by the airport manager. Damage to taxiways, runways and all other airport property shall be avoided. During construction period, all equipment and materials shall be transported to site with as little impact to said property as possible to avoid damaging them.
2. Construction equipment and vehicles shall be stored in designated area when not be utilized during construction of said structure.
3. All access roads must be constructed with a minimum of A-B-3 rock.

*Substitutions of equal or better materials and conditions may be submitted for consideration to the Airport Advisory Board.*



**City Municipal Airport**  
EXHIBIT "A"

**Legend**

-  Garnett



100 ft



## **INDUSTRIAL AIRPORT**

### **Garnett Industrial Airport Advisory Board Minutes of Meeting November 8, 2019**

#### **I. Call to Order**

The Garnett Industrial Airport Advisory Board met on Friday, November 8, 2019 at the Garnett Industrial Airport Terminal Building with the following members present: Pat Schettler, Chairman; Roger Brummel, Bill Reeder, Members. Also present were guests Tarry Miller and Gordon Blackie, and Gary Ecclefield, Airport Manager; Gary Giczewski, Zoning Administrator; Kris Hix, Administrative Assistant/Chamber Director, and Susan Wettstein, Director of Community Development. Absent: Charles Allen, Member. The meeting was called to order at 4:08 p.m.

#### **II. Minutes**

The Board will need to approve the minutes of September 13, 2019 and November 8, 2019 at the next meeting. The Board reviewed the notes Susan Wettstein provided at the October 18, 2019 meeting in which there was not a quorum.

#### **III. Old Business**

Board Vacancies – Roger Brummel made a motion to recommend to the City Commission the appointment of Tarry Miller as a new board member. Pat seconded the motion. Motion passed unanimously. There is currently one more vacancy. The City is advertising this position on the website, social media and in newspapers via news release/News in Briefs. The Board is doing what it can to fill the vacancies.

#### **IV. New Business**

New Hangar Lease - Roger Brummel made a motion to approve Lease as presented for Mr. Don Fairfield. Motion seconded by Bill Reeder. Discussion was held on the new Hangar Specifications (Exhibit B) with Gary Giczewski, Zoning Administrator answering questions. Motion passed unanimously. It was also mentioned that an individual has shown interest in starting a charter service from the Garnett Airport.

Manager's Report- A copy attached to these minutes. Additions: Tractor is underperforming. Gary will visit with Jake Wettstein, Motor Pool/Street Department Foreman, as to whether the repair could be performed by the city department or need to be taken elsewhere. Gravely mower is overdue for routine maintenance. Gary will talk to the Parks Department about this. The runway end panels need anchored. Gary will talk to Sewer or Electric Departments on this. Pat asked if City Manager Chris Weiner had received word about our request for an extension of time on the KDOT grant. Susan will verify and let the Board know.

**V. Adjournment**

With no further business to come before the board, a motion was made by Roger Brummel to adjourn the meeting. The motion was seconded by Bill Reeder. Motion passed unanimously. The meeting adjourned at 4:46 p.m.

Minutes recorded by Susan Wettstein.