

MTAA Board Meeting 3:00 PM

Tuesday, March 16, 2021

MTAA Administrative Office (Via Conference Call)

The conference call will be available at approximately 2:55 PM.

To join the call:

1. Call the Dial-in Number: **1-701-802-5228**
2. Enter the Conference Code: **6583093#**
3. State your name followed by #
4. Please announce your arrival

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 February 16, 2021.
3. Public Comment.
4. Adopt Agenda.

ACTION ITEMS:

5. Consider Quote Regarding Asbestos Abatement at 6800 SE Forbes St. (Bldg. 624), 6540 SE Johnston St. (Bldg. 243), 625 SE Axton St. (Bldg. 140) and 501 SE Axton St. (Bldg. 170A).
6. Consider Approval of MTAA Resolution 21-273 to Establish a Policy for the Issuance of Special Event Permits.
7. Consider Approval of WSP USA, Inc., Agreement No. 30900280 - Task Order No. 1 CARES Act Funding Program – FOE SRE Building Design Services.

INFORMATION ONLY ITEMS:

8. Monthly Reports:
 - a. Aviation-Related Issues & Air Service – Eric Johnson
 - b. Economic Development & Leasing Activity – Eric Johnson
 - c. Monthly Financial Reports – Cheryl Trobough
9. Executive Session.



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

Board of Directors

Metropolitan Topeka Airport Authority February 16, 2021

Regular Monthly Meeting - Teleconference..... 3:00 PM

Lisa Stubbs, Board Chair, brought the teleconference meeting of the MTAA Board of Directors to order at 3:03 p.m. with a Roll Call of Board members on the call: Vice-Chairman – Mike Munson – present; Jim Rinner – Secretary – present; Erica Garcia – present; Lisa Stubbs – present. Chairman Tom Wright was unavailable by telephone.

Also identified on the call:

- Jay Freund of WSP USA, Inc.
- Maj. Greg Dunn – MTAA Police/Fire
- William Wempe – MTAA Police/Fire
- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board

Present at the MTAA Administrative Office:

- Eric Johnson – MTAA Administration
- Cheryl Trobough – MTAA Administration
- Terry Poley – MTAA Maintenance

Item 1. Notice.

Vice-Chairman Munson inquired if everyone who requested notification had been notified of this meeting. **Ms. Trobough replied that notifications were sent.**

Item 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meetings of November 17, 2020, December 15, 2020 and January 19, 2021.

Vice-Chairman Munson asked the Board to review the Minutes of the Regularly Scheduled Board Meeting held on November 17, 2020 and inquired if there were any additions, corrections or comments to the Minutes.

Ms. Stubbs moved to approve the Minutes of the Regularly Scheduled Board Meeting of November 17, 2020. Ms. Garcia seconded the motion. Motion carried.

Vice-Chairman Munson stated that as a formality, he would entertain a motion to acknowledge that the Minutes of the Regularly Scheduled Board Meetings of December 15, 2020 and January 19, 2021 indicate that the meetings were canceled.

Mr. Rinner moved to approve the Minutes of the Regularly Scheduled Board Meetings of December 15, 2020 and January 19, 2021. Ms. Stubbs seconded the motion. Motion carried.

Item 3. Public Comment

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

Item 4. Adopt the Agenda.

Vice-Chairman Munson inquired if there were any changes to the Agenda as presented. **Mr. Rinner made a motion to adopt the Agenda as presented. Ms. Garcia seconded the motion. Motion carried.**

Item 5. Consider Quote Received to Repair Roof and Gutter on Building 170A.

Mr. Johnson reported that the roof was replaced on Building 170A with a TPO membrane installed by Meridian Roofing Solutions in 2013. With recent high winds, staff noticed the gutter along one edge of the roof was loose and pulling away from the building. JB Turner and Sons Roofing was contacted for an inspection and found that the gutter was not attached properly. Inspection results showed that the nailer needed replacement, but to do so the TPO membrane and insulation is required to be cut back to allow for the new nailer to be installed. After the work is completed, a new gutter needs to be installed to replace the damaged one.

JB Turner and Sons Roofing provided a quote of \$12,514.00 for the identified work and can make these repairs quickly to avoid further damage to the roof. Mr. Johnson recommended the Board accept the bid as provided authorize the emergency repairs to Building 170A roof.

Mr. Rinner made a motion to authorize staff to contract with JB Turner and Sons Roofing & Sheet Metal for the emergency repairs to the roof and gutter at Building 170A at the quoted price not to exceed Twelve Thousand Five Hundred Fourteen Dollars and No Cents (\$12,514.00). Ms. Stubbs seconded the motion. Motion carried.

Item 6. Consider Proposals Received for Custodial Services at FOE and TOP Terminal Buildings, MTAA Administration Office and MTAA Police & Fire Station.

Mr. Johnson reported that with the recent retirement of our long-time custodian, staff advertised an RFP in an effort to secure a new custodial contract. This contract will cover services for the MTAA Administration Building, Police and Fire Department and the Terminal Buildings at Topeka Regional and Billard Airports.

Woodley Building Maintenance (WBM) and Bob's Janitorial Service were the two proposals received in response to the RFP. Both contractors are equally qualified however, WBM provided a bid of \$38,040.00 per year with no escalator for the second year, which was approximately \$15,000.00 lower than the two-year contract proposed by Bob's Janitorial Service.

Mr. Johnson recommended the Board authorize staff to enter into a two-year contract with WBM for custodial services at the proposed cost of \$38,040.00 per year.

Mr. Rinner made a motion to authorize staff to contract with Woodley Building Maintenance for a two-year contract for custodial services at a cost of Thirty-eight Thousand Forty Dollars and No Cents (\$38,040.00) per year as proposed. Ms. Stubbs seconded the motion. Motion carried.

Item 7. Consider Bids Received on Two (2) New Maintenance Trucks and One (1) New Police Truck.

Mr. Johnson reported that the approved 2021 budget includes \$110,000 for the purchase of a new police patrol vehicle and two new maintenance vehicles.

Staff advertised a solicitation for bids for all three vehicles. Bids were received from Shawnee Mission Ford (SM Ford) in Shawnee Mission, KS and Ellis Boys Chrysler Dodge Jeep Ram (Ellis Boys) in Holton, KS and were opened publicly at 10:00 AM on February 10, 2021, as published. A third bid, presented by Noller Ford in Topeka, was rejected and returned unopened as it was hand-delivered approximately three hours after bid opening.

Ellis Boys provided the lowest bid for a 2021 Ram 1500 SSV Crew Cab 4WD Police truck at \$29,428.32. SM Ford provided the low bid of \$22,568.00 for a 2021 F150 XL 2WD and \$28,411.00 for a 2022 F250 XL 4WD.

Mr. Johnson stated that with the additional cost of radios, lights and equipment, the bids received are well below the budgeted amount and further recommended the Board approve of the bids and authorize staff to proceed with the purchase of the vehicles identified.

Ms. Stubbs made a motion to authorize staff to purchase Three (3) New Pickup Trucks for the Maintenance and Police & Fire Departments as bid:

Shawnee Mission Ford is awarded the bids for a 2021 F150 XL 2WD at a cost of Twenty-two Thousand Five Hundred Sixty-eight Dollars and No Cents (\$22,568.00) and a 2022 F250 XL 4WD at a cost of Twenty-eight Thousand Four Hundred Eleven Dollars and No Cents (\$28,411.00);

Ellis Boys Chrysler Dodge Jeep Ram is awarded the bid for a 2021 Ram 1500 SSV Crew Cab 4WD at a cost of Twenty-nine Thousand Four Hundred Twenty-eight Dollars and Thirty-two Cents (\$29,428.32).

Ms. Garcia seconded the motion. Motion carried.

Information Only Items:

Item 8. Monthly Reports

Dr. Cooley, Shawnee County Health Dept. spoke about schools reopening during the pandemic. It seems the basis for the move to reopen is that student to adult transmission is very rare. The highest transmissions they are seeing are in student athletics. Schools will attempt to provide social distancing but when that is not possible, will implement physical barriers. Another option is for everyone to double-mask which can further reduce the possibility of transmission. Faculty and Staff have been moved up in priority for the vaccines.

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

Mr. Johnson provided the following report:

- Military charter flights are beginning again. In 2020, there were very few. The current arrangement with Ft. Riley was for cargo flights to utilize Salina with passenger flights using Topeka. The Army's facility, constructed here for troop movements, sat empty for most of last year.
- The application deadline for the Small Community Air Service Development (SCASD) Grant Program is March 1st. Voltaire completed the narrative for the MTAA to submit along with the application prior to the deadline.
- The Cares Act funded projects are moving forward. Submission of the engineer report for the Snow Removal Equipment Storage Building to the FAA's review is complete. WSP has provided a proposed drawing of the new terminal at Billard airport and staff will be discussing the layout with the terminal tenants.
- Staff has been made aware of the plan for an airshow at Topeka Regional Airport this summer but that's the extent of it. The MTAA has not been included in the planning meetings but requests have been made to be included in the future.
- The MTAA has been informed of the eligibility for funds under the Coronavirus Response and Relief Supplemental Appropriations (CRRRA) Act as follows:

FOE: \$1,003,932 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments; and
\$2,479 to provide relief from rent and minimum annual guarantees to on-airport parking, on-airport car rental, and in-terminal airport concessions.

TOP: \$23,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments; and
\$34,162 to cover only lawful expenses that support operations at FAA federal contract towers as defined by 49 U.S.C. § 47124.

8.b. Economic Development & Leasing Activity – Mr. Johnson

Mr. Johnson provided the following report:

- Staff is currently working with an existing tenant for a lease on Building 624. They will be vacating their current location, but their leased-space will more than double.
- **DELINQUENT ACCOUNTS (as of 1/31/2021)**
 - Paul Kirk dba Advance Street Rod Design – Account is delinquent for August, September and October invoices. Payment due 01/01 as per agreement was paid;
 - Heartland Tree Service – Delinquent for October, November and December invoices & finance charges;
 - Tony Lynch – Delinquent for a portion of September and all of October, November, December & January invoices & finance charges;
 - R&R Pallet – Delinquent for a portion of October and all of November and December invoices & finance charges;
 - Rural Development Corporation – Partial payments were received for the March, April, May & June, July and August invoices. Finance charges on unpaid balances each month. All unpaid charges relate to Bldg. #624.

Mr. Johnson provided the following report:

January Leasing Activity –

- **LEASE ACTIVITY** (CPI is 1.0%)
 - **RENEWED LEASES**
 - Groendyke Transport Inc – (2% Inc)
 - **OPTIONS EXERCISED –**
 - Christopher Murray dba Mid America Painting (#123) – 2% Increase
 - Riverside Farms (Billard Farm Ground) – CPI Increase
 - RJ Meier Farms (Billard Farm Ground) – CPI Increase
 - Sunflower Auto Auction (#131) – 2% Increase
 - **INCREASES**
 - Twelve (12) leases received a CPI Increase and two (2) leases received a 2% Increase
- Rental income increased to \$163,419 per month / \$1,961,022 per year.

8.c. Monthly Financial Reports – Ms. Trobough

Ms. Trobough provided the following reports:

- The report for the month and year ending 12/31/2020 reflects revenue to be \$137,958 more than budgeted which is a net result from:
 - a. Taxes and Assessments receipts finished the year at \$74,920 under the anticipated budgeted;
 - b. Landing Fees income shows to be \$51,601 less than budgeted;
 - c. Fuel Flowage Fees are \$38,378 less than budgeted;
 - d. Passenger Facility Charges are under budget by \$3,747;
 - e. Lease & Rental Fees actual income is \$248,620 more than budgeted;
 - f. Reimbursements total to be \$7,432 more than budgeted;
 - g. CD Interest income is \$40,035 more than budgeted;
 - h. Gain on Sale of Assets reflect to be \$4,122 more than budgeted;
 - i. Water/Sewer Sales are \$10,811 less than budgeted with Water/Sewer Costs reflecting to be \$52118 over the budgeted cost.

- 2020 Encumbered Funds Expensed for a total of \$199,000 as follows:
 - a. Consulting Services (Legal) – **\$40,000**
 - b. Air Service Marketing – **\$150,000**
 - c. Equipment Repair – **\$9,000**
- Overall, the operating expenses ended the year with a favorable budget variance of \$500,485.
- Capital Improvement purchases made during the month of December are as follows:
 - a. **PAVEMENT REPAIR** – Final Close-out of the Axton St. Pavement Project utilized the funds encumbered in 2018 & 2019 of \$241,449 and **2020 budgeted funds of \$256,740** for a total capital Improvement of \$498,189.
 - b. **EQUIPMENT** – Purchase of Board approved trim mowers at a cost of \$36,891 and snow blower attachment for new tractor at a cost of \$13,805 for a total expenditure of **\$50,696**.
- 2020 Encumbered Funds for Capital Improvements for a total of \$467,500 as follows:
 - a. Equipment – **\$465,000**
 - b. Office Equipment (Admin Server) – **\$2,500**
- The Cash Balance at year-end was \$5,640,372 with CD Investments of an additional \$2,261,069 for a total of **\$7,901,441**.

- Starting the new year, the report for the month ending 1/31/2021 reflects revenue to be \$83,944 more than budgeted which is a net result from:
 - a. Taxes and Assessments receipts reflect to be \$27,750 more than budget;
 - b. Landing Fees are \$3,418 under budget;
 - c. Fuel Flowage Fees are \$1,904 under budget;
 - d. Passenger Facility Charges are \$289 under budget;
 - e. Lease & Rental Fees actual income reflects to be \$57,370 more than the budgeted amount;
 - f. Reimbursements total to be \$1,714 ahead of budget;
 - g. CD Interest income is \$190 less than the anticipated budget;
 - h. Gain on Sale of Assets is \$4,289 ahead of budget;
 - i. Water/Sewer sales are \$1,442 more than budgeted with Water/Sewer Costs reflecting to be \$92 under the budgeted cost.
- Overall, the operating expenses are in-line with the anticipated budget and depict a favorable budget variance of \$83,758.
- Capital Improvement purchases made during the month of September are as follows:
 - a. **EQUIPMENT** – Purchase of P&F Gear Extractor Washing Machine at a total cost of **\$4,808**.

Ms. Trobough reported that the 2020 audit has been scheduled for the week of March 29 – April 2.

Ms. Stubbs moved to accept and file the Monthly Financial Reports as presented for the month and year ended December 31, 2020. Mr. Rinner seconded the motion. Motion carried.

Ms. Garcia moved to accept and file the Monthly Financial Reports as presented for the month ended January 31, 2021. Mr. Rinner seconded the motion. Motion carried.

Item 9. Executive Session

Vice-Chairman Munson indicated there was a need for an Executive Session. Mr. Resner and Mr. Johnson requested forty minutes to discuss legal matters pertaining to pending litigation. **Ms. Garcia 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 the need to preserve attorney-client confidentiality in the discussion of legal matters on pending litigation. Ms. Garcia stated that the Executive Session will be for a period not to exceed forty minutes beginning at 3:55 p.m. and this meeting shall reconvene at 4:35 p.m. Mr. Rinner seconded the motion. Motion carried.**

The Regular Session teleconference call terminated at this time for the Board to call in to the Executive Session conference call initiated by Mr. Resner. All meeting participants were advised to call back in to the Regular Session conference call at 4:35 p.m.

Vice-Chairman Munson reconvened the Regular Session conference call at 4:35 p.m. and stated that there was no action to be taken as a result of the Executive Session.

Adjournment

Vice-Chairman Munson asked if there was any further business to discuss, hearing none, she asked for a motion to adjourn. Before adjourning, Ms. Garcia wanted to inform the Board of a community group, Topeka United, which she was active in and invited all to visit the website TopekaUnited.org to learn more about the organization. They sponsor a program, Mosaic Partner Pairs, where volunteers are paired up with a person who doesn't check all the same boxes with the goal of breaking down barriers and uniting the community. **Ms. Stubbs made the motion to adjourn. Mr. Rinner seconded the motion and the meeting was adjourned at 4:35 p.m.**

These official minutes were approved by the Board of Directors on March 16, 2021.

Jim Rinner, Secretary

Office of: President
To: Board of Directors

From: Eric M. Johnson



Subject: **Consider Quote Regarding Asbestos
Abatement at 6800 SE Forbes St. (Bldg. 624),
6540 SE Johnston St. (Bldg. 243), 625 SE Axton St.
(Bldg. 140) and 501 SE Axton St. (Bldg. 170A).
(Board Action Required)**



Date: March 3, 2021

For several years, prior to remodeling or rehabilitating a building in preparation for a lease, it has been our goal to address any asbestos identified in the building. In recent months, the maintenance staff has identified a few areas in our leased buildings that still contain asbestos. Two of these are buildings that we previously abated but due to construction, additional areas have been identified as containing asbestos which needs to be removed. In two other buildings we were aware of the asbestos but it was contained to an unoccupied area. With the recent cold weather, our maintenance workers needed to access these areas to address frozen water pipes. Rather than risk future exposure, removal is necessary.

Jacobson Asbestos Company provided a quote for four locations:

BUILDING	ADDRESS	TYPE	COST
Building 624	6800 SE Forbes St.	9"x9" floor tile	\$575.00
Building 243	6540 SE Johnston St.	removal of mastic	\$1,650.00
Building 140	625 SE Axton St	A.C.M. removal from bulk tank, pipe fittings and clean debris from floor.	\$7,650.00
Building 170A	501 SE Axton St.	A.C.M. removal from boiler, water tank, pipe fittings and clean debris from floor.	\$12,850.00
TOTAL			\$22,725.00

In an effort to move forward with construction, we have authorized the contractor to address the small area in Building 624 prior to the new tenant moving in.

I request the Board authorize the removal of the asbestos material at a cost not to exceed Twenty-two Thousand Seven Hundred Twenty-five Dollars and No Cents (\$22,725.00). We have the necessary funds available in the 2021 budget (61800 - Maintenance on Rental Property).

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

Jacobson Asbestos Company

Street Address 1414 w. 19th. Terr. Lawrence, ks
66046

P: 785.817.2047

Email jcbnsn_ndrw@yahoo.com

City, State ZIP Code Lawrence, ks 66046

F: Fax Number

Website

To: FORBES FIELD MTAA Phone: 785.862.0711
Address: 6510 SE FORBES AVE Fax: 785.862.0713
TOPEKA, KANSAS 66619 Email:

Quote #: 21-21

Quote Date: 3.2.21

Quote For: " BLDG 243#

[illegible]

This quote includes all material costs, labor fees, state fees and EPA landfill fees.

Office of: President

To: Board of Directors

From: Eric M. Johnson



Subject: **Consider Approval of MTAA Resolution 21-273
to Establish a Policy for the Issuance of Special
Event Permits. (Board Action Required)**



Date: March 12, 2021

Last month we discussed the "Thunder Over the Heartland" airshow that is being planned for June 25-27, 2021. Shawnee County requires a Special Events permit for gatherings of this size within their jurisdiction. However, they have declined to issue a permit for this air show because it is on MTAA property.

After learning the County will not issue a Special Events permit, we feel that this is leaving the airshow without proper oversight. The purpose of the Special Events Permit is to ensure the public health, safety and general welfare of attendees while protecting nearby property and business owners. It is crucial that the MTAA provide input and guidance on a number of event aspects, including, but not limited to, emergency services, parking, crowd control, serving of alcoholic beverages, etc.

Staff has drafted a Special Events Permit policy, including the application to be submitted. This has all been reviewed and modified by MTAA Counsel.

As of today, we have not been included in any of the meetings related to the planning of the airshow. Our most recent effort to be invited to the next airshow meeting was unsuccessful. We recognize the benefits of hosting an airshow at Topeka Regional Airport but without proper planning, we cannot possibly be prepared for the event. If the Board approves this policy, the Special Events Permit application and issuance will be required before the event is allowed to take place.

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

METROPOLITAN TOPEKA AIRPORT AUTHORITY

Resolution No. 21-273

WHEREAS, The Metropolitan Topeka Airport Authority (MTAA) is the governing body for the operation of Topeka Regional Airport & Business Center and Philip Billard Airport in Topeka, Shawnee County, Kansas;

WHEREAS, the MTAA Board of Directors recognizes that on occasion, there are non-MTAA events occurring on MTAA property which requires MTAA authorization and involvement in planning to ensure the public health, safety and general welfare of attendees while protecting nearby property and business owners. It is crucial that the MTAA provide input and guidance on a number of event aspects, including, but not limited to, emergency services, parking, crowd control, serving of alcoholic beverages, etc.;

WHEREAS, the MTAA Board of Directors recognizes the need for planning oversight by establishing a policy for the Issuance of Special Event Permits;

NOW, THEREFORE, BE IT RESOLVED by the MTAA Board of Directors that the Special Event Policy is hereby adopted to include the Permit Application process as attached hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of the Metropolitan Topeka Airport Authority this 16th day of March, 2021.

Metropolitan Topeka Airport Authority

By _____
Thomas E. Wright
Chairman of the Board

Attest:

Jim Rinner
Secretary of the Board

Special Event Permits

Special Event Permits shall be required for events open to the general public with total anticipated attendances exceeding 400 persons taking place partially, or fully, on Metropolitan Topeka Airport Authority (MTAA) property. All permits are subject to the written approval process set forth by the MTAA Board of Directors and implemented by the MTAA President/Director of Airports. The purpose of the special event permit Terms and Conditions, in part, is to provide for documented planning and to ensure the public health, safety and general welfare of attendees while protecting MTAA property and nearby property and business owners. All costs associated with abiding by permit requirements shall be solely the responsibility of the Special Event Permit holder. Moreover, the Special Event Permit holder undertakes all risks associated with the special event and shall indemnify and hold the MTAA harmless from the same. All permits are subject to any and all other required local, state and federal permits, licenses, approvals and authorizations. All permits are subject to applicable Federal, State and County laws and regulations.

A copy of the application process and requirements can be obtained from the Metropolitan Topeka Airport Authority during regular business hours. All permit applications shall be subject to a Pre-Application Conference which shall be conducted not less than ninety (90) days before the anticipated start date of the special event which shall include the MTAA President/Director of Airports and the MTAA Chief of Police and Fire.

For any questions pertaining to MTAA Special Event Permits, please contact the MTAA offices via telephone at (785) 862-2362 or in person at 6510 SE Forbes Ave. Topeka, KS 66619.



Special Event Permit Application

6510 SE Forbes Ave, Ste. 1 Topeka, KS 66619 Tel (785) 862-2362 Fax (785)862-1830 www.mtaa-topeka.org

The Metropolitan Topeka Airport Authority requires the applicant to SUBMIT THIS APPLICATION for review and consideration A MINIMUM OF 70 DAYS in advance of the start of the event.

Details of the complete performance standards and requirements for Special Events can be obtained from the Metropolitan Topeka Airport Authority.

BY SUBMITTING THIS APPLICATION, THE APPLICANT AGREES TO BE BOUND BY AND SUBJECT TO THE METROPOLITAN TOPEKA AIRPORT AUTHORITY'S SPECIAL EVENT PERMIT CONDITIONS & REQUIREMENTS WHICH ACCOMPANY THIS APPLICATION.

REQUIRED DOCUMENTS

- ☐ Sketch or printed map of the facility showing the following:
 - All structures, restrooms, trash receptacles;
 - Parking areas, sales and other activity areas;
 - All signs and attention-attracting devices;
 - Size and location of each tent, canopy, inflatable membrane structure, grill or amusement ride, if utilized;
 - Show dimensions to buildings and property lines; note the name or type of adjoining land uses.
 - Location of medical treatment facilities.
 - Entrance and exit locations for the event
 - Planned traffic routes
- ☐ Insurance coverage – Applications for all **Special Event Permits** must be accompanied by a Certificate of Insurance identifying the MTAA as "Additional Insured."
- ☐ Application with signature of permit applicant.
- ☐ Documents must be sufficient for digital scanning and reproduction of a legible copy.
- ☐ A written plan of operation for hazardous weather events.
- ☐ All other documents as required by Sec. 5 **Requirements for Application**

Name of **contact person** _____ Phone _____

Email _____ Fax _____

Name of Sponsoring **Business or Organization** _____

Address or location of event _____

Name of Shopping Center/Business Park, if applicable _____

Describe the **type of event** proposed _____

Date(s) of proposed event: from _____ to _____

Hours of operation _____

Please describe the **details** of your event in the space provided below. Attach additional sheets if necessary.

How many **previous Special Event Permits** have been approved during this calendar year? _____

Agenda Item 6

Page 4 of 14
Page 1 of 3

Structures: Are temporary buildings, site improvements or alterations, grills, tents, canopies, inflatable structures, or live music proposed with this request? ☐ No ☐ Yes

Describe _____

Parking: Total number of on-site parking spaces provided for parking. _____

Will the event take place in the parking lot? ☐ No ☐ Yes – # of parking spaces covered by event itself _____

Will off-site parking be utilized? ☐ No ☐ Yes - How many spaces? _____

Must have following signature:

SIGNATURE OF PROPERTY OWNER OF THE OFF-SITE PARKING

Describe location of off-site parking and any transportation to/from _____

Attendance: Total anticipated attendance: Persons _____ Vehicles _____
Attendance beyond normal: Persons _____ Vehicles _____

Please describe persons and vehicles per hour or day as appropriate to your specific event:

Traffic: Dispersed throughout the event or peak at specific times? ☐ Dispersed ☐ Peak

If peak, explain peak traffic times: _____

Trash: How will trash containers be provided? ☐ Use existing facilities ☐ Add trash containers

Restrooms: Type of restrooms - Use existing facilities: # Men _____ # Women _____
of Portable _____

Show locations on the event sketch as required and described above.

Signs: Are signs or attention attracting devices proposed with this event? ☐ No ☐ Yes

Show location, size/dimensions on the event sketch as required and described above.

Publicizing Event: Will the proposed event be advertised to the public?

☐ No ☐ Yes – Flyers ☐ Yes – Newspapers ☐ Yes – Radio/TV

☐ Yes -Other,

Describe _____

Upon approval of the Special Event application, a permit will be issued which must be posted onsite throughout the event along with the Certificate of Insurance, if necessary, and any additional noted stipulations.

APPLICANT for EVENT: please print

Name _____

Address _____

City _____ Zip _____

Phone _____ Fax _____

Email _____

of the Metropolitan Topeka Airport Authority's Special Event Permit Terms and Conditions, which regulate special events, and by the specific terms and stipulations of this permit, the receipt of which is hereby acknowledged

Applicant's Signature

Date

I certify that the information contained in and attached to this application is correct, and I agree to abide by the terms

PROPERTY or BUILDING OWNER: please print

Name_____

Address_____

City_____ Zip_____

Phone_____ Fax_____

Email _____

I authorize the applicant to conduct the special event outlined in this application and its attachments, according to the terms of the Metropolitan Topeka Airport Authority's Special Events Permit Terms and Conditions, which regulate special events, and the specific terms and stipulations of the approved permit, the receipt of which is hereby acknowledged.

Property Owner's Signature (Required) *Date*

Metropolitan Topeka Airport Authority Special Event Permit Terms and Conditions

As a material condition of the MTAA making its property and space available for the special event identified on the Special Event Permit Application, the undersigned applicant / permitholder agrees to abide by, be subject to and fully comply with the following Metropolitan Topeka Airport Authority Special Events Permit Terms and Conditions (“Terms and Conditions”). Full compliance with the Terms and Conditions is an express condition of the Special Event Permit.

Sec. 1. Effect; Warranties.

- A. By submitting the MTAA’s Special Event Application, the applicant agrees to be bound by and subject to the Metropolitan Topeka Airport Authority Special Event Permit Terms and Conditions (“Terms and Conditions”) which shall be binding on the applicant and the applicant’s successors and assigns.
- B. Furthermore, by submitting the MTAA’s Special Event Application, the applicant warrants and represents that the special event shall conform to the Terms and Conditions.
- C. In the event the special event does not conform to the Terms and Conditions, the applicant agrees that the MTAA shall be entitled to take any action and/or exercise any remedies contained in the Terms and Conditions or otherwise available to the MTAA under the applicable law.
- D. Due to the overwhelming public interest and welfare attendant to a special event on MTAA property, the MTAA President / Director of Airports (“Airport President”) shall have the sole discretion and authority to interpret any ambiguity or conflict or standards within these Terms and Conditions and to impose additional conditions based upon issues posed by the special event. The decision of the Airport President shall be final and binding.

Sec. 2. Purpose and Intent.

- A. Provide for the temporary use of MTAA property for special events in a manner consistent with the general welfare and interests of the public.
- B. Protect MTAA property and nearby property owners, residents, businesses including MTAA lessees, attendees, spectators and all other persons from special events which may be disruptive, obnoxious, unsafe or inappropriate given site conditions, traffic patterns, land use characteristics and the nature of the proposed use.
- C. Preserve the public health, safety and general welfare.
- D. Provide that all costs of any kind associated with fulfilling the requirements of the permit and these Terms and Conditions shall be the soleresponsibility of the applicant requesting the special event.

Sec. 3 Special Event Defined.

- A. Any event open to the general public, primarily for entertainment or amusement, such as, concerts, performances, festivals, fairs, carnivals, rodeos, airshows, exhibits, fun runs or similar public gatherings where total attendance (including but not limited to spectators, participants, event management and staff, vendors, and security) is anticipated to exceed 400 persons.

Sec. 4 General Requirements.

- A. The special event duration shall not exceed four (4) days, including setup and breakdown, unless an exception is granted in advance in writing by the Airport President.
- B. The special event shall be restricted to a maximum frequency, for similar events at the same location, of two (2) times per calendar year unless otherwise granted an exception by the Airport President. Not more than two (2) non-similar events may be held at the same location within the same calendar year.
- C. The Airport President and MTAA Chief of Police and Fire shall be given at least ten (10) days advance written notice of any and all meetings relating to planning and/or addressing the performance standards and application requirements contained within these Terms and Conditions. Unless waived in advance by the MTAA in writing, the Airport President and MTAA Chief of Police and Fire will attend the meetings identified in the preceding sentence.

Sec. 5 Performance Standards.

In addition to the general requirements, special events shall comply with the following performance standards and any additional conditions deemed necessary by the Airport President, in his or her discretion, in order to reduce the possible detrimental effects to MTAA property, surrounding properties and protect the public health, safety and welfare. Performance standards will necessarily be tailored to the specific type of special event requested.

- A. **Impact on Neighboring Property.** The special event shall not impair the usefulness, enjoyment or value of MTAA property, MTAA leased property and adjacent property due to the generation of excessive noise, smoke, odor, glare, vibration, litter or visual pollution.
- B. **Traffic.** The special event shall not cause undue traffic congestion or accident potential given anticipated attendance and the design of adjacent streets, intersections and traffic controls. The traffic plan and routes shall be subject to the approval of the MTAA Chief of Police and Fire. Public rights-of-way shall be kept open and traversable, including without limitation provision for two-way flow of emergency vehicles, with no interference with public travel during the duration of the special event. All traffic control shall be provided by the event organizer, including all necessary barricades, signage and directing personnel to meet approved traffic routes.

- C. **Parking.** Adequate parking and parking areas as approved by the Airport President shall be provided on-site. The advance written consent of the Airport President shall be required for parking areas located on any MTAA leased property. In no event shall parking be permitted in the public rights-of-way. Parking may be provided off-site with advanced written consent of the affected landowner and approval by the Airport President.
- D. **Setback.** To minimize conflict with neighboring property, no special event including event functions, activities, structures, improvements, off-street parking, lighting, vendors, and soundamplification shall be located within 50-feet of a street right-of-way.
- E. **Health and Sanitation.** All requirements of the Shawnee County Health Agency, and other health authorities, relating to health and sanitation for the type of gathering implicated by the special event, whether established by statute, ordinance, order, directive or guidance, shall be met. Such requirements include without limitation proper food and beverage safety, the provision of an adequate potable water supply and adequate provisions for the disposal of solid waste and wastewater. The organizer must provide a minimum of two (2) sanitary facilities, regardless of the number of participants in the special event. If the organizer anticipates more than one hundred (100) participants, an additional sanitary facility shall be provided for each additional fifty (50) participants. If the Shawnee County Health Agency or Airport President finds that additional facilities are necessary to ensure public health, then upon notice from the Shawnee County Health Agency or Airport President, the organizer must immediately provide the recommended number or must restrict participants to the number that corresponds to the sanitary facilities available.
- F. **Emergency Services.** All special events must provide for emergency services to respond to emergency situations, including police, fire and emergency medical response needs. The applicant will be required to submit a public safety plan at the time of permit application. The safety plan must be reviewed and approved by the MTAA Chief of Police and Fire Department.
- G. **Lighting.** All lighting sources shall be aimed or shielded so the direct illumination is confined to the property on which the use is located. The operation of searchlights or similar lighting sources is prohibited.
- H. **Alcohol.** If alcoholic liquor or cereal malt beverages (“alcohol”) will be sold, served or consumed, then the requisite license to sell alcohol at the special event must be obtained from the Kansas Department of Revenue/Alcoholic Beverage Control. Notwithstanding obtaining a license for the sale of alcohol, the locations where alcohol may be sold or consumed on the special event premises may be restricted in the Airport President’s or MTAA Chief of Police and Fire Department’s sole discretion.
- I. **Site Restoration.** The site shall be left free of debris, litter or any other unsightly evidence of the use upon completion. All improvements made to the property in conjunction with the special event must be promptly removed upon the cessation of the event.
- J. **Overnight Camping.** Overnight camping is not permitted on MTAA property.

- K. **Other Permits and Laws.** Any required local, state or federal governmental permits, licenses, approvals or authorizations shall be obtained before the special event permit is issued. Moreover, the special event shall comply with all applicable local, state and federal laws, including without limitation any laws relating to the payment of sales tax and sale of alcohol.
- L. **Other Requirements.** Any additional requirements as may be identified by the MTAA, in the sole discretion of the Airport President, due to the nature of the special event proposed by the applicant.

Sec. 6 Permit Procedure.

- A. **Pre-Application Conference.** The applicant shall schedule a pre-application conference with the Airport President and the MTAA Chief of Police and Fire not less than ninety (90) days in advance of the anticipated start date of the special event. At the time of the pre- application conference, the applicant must provide documentation indicating the type and nature of the special event, location of the event, days and hours of operation proposed, arrangements for parking and traffic control, anticipated attendance, proposed improvements, lighting plans, signage location, and public safety plan outline, all to give an accurate picture of the full extent and scope of activities.
- B. **Submit a Special Event Permit.** The applicant must complete and submit the MTAA's Special Event Permit Application to the Airport President at least seventy (70) days in advance of the start of the special event in order to allow time for review and processing.
- C. **Permit Approval or Denial.** Upon review of the application by the Airport President and the MTAA Chief of Police and Fire, the applicant will be notified in writing of the approval or denial, or of any additional requirements or conditions necessary to improve the operation of the special event before approval will be granted.

Sec. 7 Requirements for Application.

- A. A written plan of operation from the applicant describing the proposed special event, including but not limited to:
 - a. A description of use;
 - b. Nature and characteristics of the proposed event;
 - c. The days and hours of operation; the duration of the event including setup and breakdown;
 - d. Anticipated attendance including participants, general public, event staff, vendors, and security personnel;
 - e. Event solid waste, water and sewage disposal plan;
 - f. Arrangements for on-site management, traffic control and security;
 - g. Hazardous weather plans and any temporary structures or signs used in conjunction with the event.
- B. A site plan showing the locations of the proposed activities; temporary structures; access points; traffic routes; parking locations; lighting locations including types, height and intensity of illumination; sound amplification speaker locations and directions;

- location and number of solid waste locations; and location and number of sanitary (restroom) facilities. In addition to the site plan, the applicant must include any written agreements, orders, invoices or a similar writing evidencing sourcing of the solid waste locations and sanitary (restroom) facilities.
- C. A public safety plan as reviewed and approved by the MTAA Chief of Police and Fire. In addition, in the discretion of the MTAA Chief of Police and Fire, such public safety plan may also be subject to the review and/or approval of the Shawnee County Emergency Management.
 - D. If provision of alcoholic liquor or cereal malt beverages is proposed, a copy of the permit obtained from the appropriate authority as well as a site plan showing fenced serving locations. Transportation of open alcohol containers shall not be permitted outside of fenced serving locations.
 - E. Designation by the applicant of a contact person, associated with the special event, who has decision making authority. This person is to be continuously available and present at the special event. The name and contact information for the contact person must be supplied to the MTAA Chief of Police and Fire and all appropriate emergency response agencies by the special event (i.e., law enforcement, EMS and fire departments).
 - F. Written plan for availability of water and documentation of sufficient quantity and quality for public consumption, including any written agreements, orders, invoices or a similar writing evidencing the sourcing of the water.
 - G. Proximity of site to emergency services (police, fire, medical) and the ability of emergency services to effectively provide services to the site; taking into consideration of traffic congestion, volume of patrons expected at site, distance from stations to site. At no point during the special event shall any activity interfere with the response of any emergency services personnel.
 - H. Written plan for medical treatment locations, as well as number of properly trained personnel at each location. These numbers shall be based from the local Emergency Medical Services provider recommendations for the anticipated number of patrons.
 - I. Anticipated weather conditions and organizer's plan to combat potential detrimental health problems resulting from excessive heat, cold, drought, precipitation or severe weather.
 - J. Whether any temporary structures will be constructed or erected at the site and whether they conform to area fire codes.
 - K. Organizer's past history for similar special events, whether on MTAA property or elsewhere.
 - L. Plans for any other conditions that could detrimentally affect the public health, safety or welfare.
 - M. Such other information, restrictions and requirements as may be designated by the Airport President following the pre-application conference.

Sec. 8 Permit Enforcement.

- A. The Special Event Permit shall be temporary in nature and shall have a designated expiration date. The Special Event Permit shall be issued to the event organizer who

- shall not transfer, assign or otherwise convey the permit to another person or entity without the express prior written approval of the Airport President.
- B. The permit is only valid for the day(s) specified. At the time of application, the applicant may declare one (1) alternative date for the special event as a result of inclement weather or some other unforeseen occurrence. Any delays beyond the alternative date will require a subsequent application. A legible copy of the permit shall be posted on the site for the duration of the special event.
 - C. The organizer shall cooperate fully with directives from police, fire and other emergency officials, and failure to do so shall be grounds for revoking the permit and closing the special event. If the MTAA Chief of Police and Fire, in his or her sole and absolute discretion, finds that continuation of the special event would endanger the health, safety, and welfare of the special event's patrons and or the public, due to hazardous weather or health concerns, violations of State and County laws and regulations, or failure to conform to the conditions of the permit, the MTAA Chief of Police and Fire shall be authorized to close the special event and order that the site be vacated by those attending the event.
 - D. The applicant shall secure and maintain public liability insurance at all times for personal injuries, death, and property damage for the duration of the special event. The insurance policy shall be issued by an agent or representative of an insurance company listed to do business in the State of Kansas and a Best's rating of at least A. The policy limits are subject to the review and approval of the Airport President, with such limits to be established based on the nature of the special event. Before commencement of a special event, the applicant of the Special Event Permit shall deliver to the Airport President a copy of the insurance policy identifying the MTAA as "Additional Insured."
 - E. The Airport President and the MTAA Chief of Police and Fire or his/her designated personnel shall be authorized to inspect the special event premises for compliance with these regulations and/or the conditions of the issued permit.

Sec. 9 Permit Violations.

- A. In the event that the Airport President, in the Airport President's sole discretion, determines that any provision of these Terms and Conditions has been violated or not complied with, whether in whole or in part, the Airport President in his or her sole discretion, shall have the authority to: (i) immediately revoke the special event permit without notice to the applicant / permit holder, (ii) suspend the special event permit on an indefinite basis until the violation is remedied; (iii) take any necessary action to remedy the violation; and (iv) assess the greater of the MTAA's costs in remedying such violation or \$1,000.00 to the applicant / permit holder.
- B. The Airport President's discretion to take any action under Sec. 9.A shall be absolute and shall not be subject to dispute.
- C. In no event shall the applicant / permitholder, or any third party, be entitled to any monetary or non-monetary damages for losses incurred due to any action taken by the Airport President under Sec. 9.A. The applicant / permitholder knowingly and

intentionally waives and releases the MTAA from any and all claims associated with any action taken under Sec. 9.A.

- D. The MTAA's rights and remedies under the special event permit, Terms and Conditions, and the applicable law are cumulative and not exclusive of any other right or remedy available to the MTAA. The exercise or non-exercise of any right or remedy under Sec. 9.A shall not preclude or foreclose any other right or remedy the MTAA may have under Sec. 9.A, the Terms and Conditions, or the applicable law.

Sec. 10 Miscellaneous.

- A. **Indemnification.** The applicant / permitholder shall indemnify, defend and hold harmless the MTAA, its directors, officers, employees, agents and all other representatives from any and all claims, losses, damages, lawsuits, causes of action, liabilities, and expenses, including reasonable attorney's fees and costs incurred by the MTAA, arising out of the special event ("claims"), whether by contract, tort, statute or common law, including without limitation claims for bodily injury or personal injury, loss or damage to tangible or intangible personal property or real property, which may be caused or alleged to have been caused by any act or omission of applicant / permitholder, or any of its owners, officers, directors, agents, employees, subcontractors, vendors, affiliates, attendees, spectators, ticketholders, or any third person.
- B. **No Joint Venture or Partnership.** Under no circumstances shall the application, special event permit or the Terms and Conditions be construed as creating a joint venture or partnership between the MTAA and the applicant / permitholder, and the existence of a joint venture or partnership is expressly disclaimed.
- C. **Force Majeure.** Should events beyond the reasonable control of the MTAA and applicant / permitholder occur, including without limitation acts of God; war; insurrection; strikes or labor disputes; government orders, regulations or directives; civil disturbance; acts of terrorism or violence, or credible threats of terrorism or violence; natural disasters, fires, tornadoes, earthquakes or other unforeseeable extreme inclement weather; pandemics or epidemics; shortages or disruption of electrical power supply causing blackouts or rolling blackouts or essential utility disruption; or any other cause beyond the parties control that may make the event commercially impracticable, impracticable to perform, illegal or impossible to perform under the special event permit, application and/or Terms and Conditions, then the affected party may terminate this agreement without liability upon written notice to the other party.
- D. **Miscellaneous Costs.** The applicant / permitholder shall be responsible for all incidental costs incurred by the MTAA, including without limitation, costs for additional utility charges incurred by the MTAA in making utilities available for the special event. Moreover, the application / permitholder shall be responsible for any costs or losses incurred by the MTAA in accordance with Sec. 9.A. The applicant / permitholder shall pay such incidental costs and costs or losses under Sec. 9.A within ten (10) days of receipt of a written notice from the MTAA.
- E. **Airport Protection.** Notwithstanding any other provision of the Terms and Conditions, any special event permit shall be subject to the MTAA's obligation to

protect the airport against obstruction, damage, or hindrance, and no right granted to the applicant / permitholder shall be exercised in a manner which will adversely affect the use, operation, maintenance or development of the airport.

- F. **Subordination**. The special event permit shall be subordinate to the provisions of any existing or future agreement between the MTAA and United States of America or any agency thereof relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport, without liability to the MTAA. During time of war or national emergency, the MTAA shall have the right to enter into an agreement with the United States of America for military or naval use of the airport in a manner that conflicts with the special event permit, without liability to the MTAA.
- G. **Amendments**. No change to the special event permit shall be binding unless in writing and signed by the MTAA.
- H. **Severability**. In the event any provision of the Terms and Conditions is determined to be unenforceable, invalid or illegal, such provision shall be severed from the Terms and Conditions and the remainder construed in a manner to preserve and give effect to the intention of the parties.
- I. **Authorization and Authority**. The applicant and holder of the special event permit, covenants that the persons signing the application and Terms and Conditions are fully authorized to do so on behalf of the applicant / permitholder, and that person's signature shall cause the special event permit and Terms and Conditions to be a fully binding obligation.

APPLICANT

By: _____
Name:

Date

Title: _____

METROPOLITAN TOPEKA AIRPORT AUTHORITY

By: _____
Name:

Date

Title: _____

Office of: President

To: Board of Directors

From: Eric M. Johnson 



Subject: **Consider Approval of WSP USA, Inc.,
Agreement No. 30900280 - Task Order No. 1 CARES
Act Funding Program – FOE SRE Building Design Services.
(Board Action Required)**

Date: March 8, 2021

As you know, the MTAA received a CARES Act grant of nearly \$17 Million dollars for projects identified in our On-Call agreement with WSP USA, Inc. The Snow Removal Equipment (SRE) building at Topeka Regional Airport is one of several projects specifically included in the agreement because of this grant.

Task Order No. 1 will encompass architecture and engineering for the design of the SRE building. The new facility will provide for centralized storage of snow removal equipment and will enhance the capabilities of the MTAA snow removal operations. WSP USA, Inc. will provide design architecture and engineering design services for this project. Construction observation services are not included in this task order and, if required, will be negotiated at a later date.

I request the Board approve WSP USA, Inc., Task Order No. 1 – SRE Building Design Services, in the total amount of One Million Ninety-Five Thousand Nine Hundred Forty Dollars (\$1,095,940.00). The CARES Act grant funds 100% of the cost with 0% local participation.

Please contact me if you have any questions.

PROFESSIONAL SERVICES AGREEMENT

Exhibit A

Form of Task Order

PROFESSIONAL SERVICES AGREEMENT

WSP Agreement No. - 30900280

Task Order No. 1 (30900280B)

This Task Order No. 1 is made and entered into this _____ day of _____, 20 21, by and between **the Metropolitan Topeka Airport Authority**, with offices at 6510 SE Forbes Avenue, Suite 1, Topeka, Kansas 66619, (hereinafter called the "OWNER"), and **WSP USA Inc.**, a New York corporation, with offices at 300 Wyandotte, Suite 200, Kansas City, Missouri 64105 (hereinafter called "WSP").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on 21st of July 2020 (hereinafter called the "Agreement");

WHEREAS, Owner has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. **Scope of Services**

WSP shall perform the Services and provide the deliverables as set forth below: See Appendix A.

2. **Schedule**

WSP shall provide the services stated above in accordance with a schedule set forth below: See Appendix B.

3. **Compensation**

For Cost Reimbursable Task Orders: The OWNER shall compensate WSP for the performance of SERVICES stated above, based on actual hours spent by WSP and the hourly rates provided in Appendix C for an estimated amount of \$1,095,940.00, on the basis of a Cost Plus Maximum with a Fixed Fee of \$70,841.93.

4. Both parties agree that this Task Order No. 1 shall be made part of the Agreement between Owner and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Task Order No. 1 has been executed by Owner and WSP, effective from the day and year first written above.

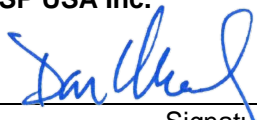
METROPOLITAN TOPEKA AIRPORT AUTHORITY

WSP USA Inc.

Signature
Eric M. Johnson
President and Director of Airports

Typed Name/Title

Date of Signature



Signature
Dan W. DeArmond, PE
Senior Director

Typed Name/Title

March 5, 2021

Date of Signature

**PROFESSIONAL SERVICES AGREEMENT
30900280 – TASK ORDER NO. 1**

APPENDIX A

Scope of Services

Task 1 – FOE SRE Design Services

Metropolitan Topeka Airport Authority (MTAA) has expressed a desire to construct a new Snow Removal Equipment (SRE) Building at Topeka Regional Airport in Topeka, Kansas. The new facility will provide for a centralized storage of snow removal equipment and will enhance the capabilities of the MTAA snow removal operations. The MTAA desires to have the CONSULTANT provide design architecture and engineering design services for this project. Construction observation services are not included in this task order and, if required, will be negotiated at a later date.

BASIC SERVICES

A. Preliminary Design (0-35% Level of Completion)

1. Prepare for and conduct team kick-off meeting for design services.
2. Data collection of record information (including utility locates, equipment listing, etc.) and site information (including topographic surveys and four geotechnical subsurface borings). The subsurface borings will go to a depth of 15' or auger refusal on bedrock, whichever comes first.
3. Program verification workshop to discuss specific requirements for each functional area listed in the space program Basis of Design Programming Document dated January 2021.
4. Creation of Design Criteria Document as a result of workshops and other correspondence/reviews. The Design Criteria Document will include any refinements to the space program, a narrative of daily operations, site requirements, and specific requirements for each functional area. The document will also identify preliminary functional requirements for building systems including architectural, structural, mechanical, electrical, and plumbing, including:
 - a. Clearance requirements (doors, aisle widths, overhead) throughout the project.
 - b. Floor, wall, and ceiling finishes.
 - c. Functional areas and equipment items within each area to be included on an emergency power system.
 - d. Lighting levels and type of lighting for all exterior areas and each functional area within the maintenance building.
 - e. Lubrication and compressed air system requirements.
 - f. Ventilation requirements for each functional area including offices, repair bays, maintenance shops, welding, battery, paint areas, chassis wash/component clean, pits, and storage areas.
 - g. Drainage requirements for floor wash-down, waste oil, waste coolant, and spill containment.
 - h. Minimum design temperatures for heating and cooling for each functional area.
5. Develop Preliminary Maintenance Equipment List

Task 1 SRE Design Services

- a. Worksheet to include description, quantity, manufacturer, model number, utility requirements and condition.
 - b. Equipment shall be listed by functional area and include a description, price, quantity, dimensions, and general utility requirements for each equipment item. Incorporate equipment items identified as reusable on the Equipment Inventory
6. Planning for Safety/Phasing during construction. Working with OWNER to identify long lead items for move-in ready conditions as well as safety requirements for the construction. A formal CSPP will be developed and submitted to the FAA.
7. Preliminary Facility Layout and Architectural Plans
8. Preliminary Code Reviews and Coordination for Building Permits
9. Layout preliminary site designs including pavement designs for the ramp area and asphalt access roads. Preliminary site design to also include rough grading concepts for drainage and salt/sand storage.
10. Initiate permitting coordination with Kansas Department of Health and Environment. Coordination with the City of Topeka or Shawnee County will not be required with the exception of providing a drainage report to the Shawnee County Department of Public Works.
11. Preliminary structural design for Pre-Engineered Metal Building (PEMB) based on geotechnical data.
12. Siting review by calculating line-of-sight clearance from the air traffic control tower to the upper portions of Taxiway Alpha.
13. The 35% plans will be reviewed with the OWNER and will include 2 hard copy plan sets and PDF electronic copies of the following:
 - a. Approximately 15-20 plan sheets to convey the proposed facility (building/site/layout), limits of construction, limits of fencing, major earthwork grading concepts and future building/facility layouts.
 - b. Design Criteria Document detailing equipment needs, spatial/layout, functional relationships, a preliminary listing of material/equipment specifications a cost analysis (See note "i").
14. Draft Engineers' Report on Design (Central Region Airports Division AIP Sponsor Guide – Section 920 – Engineer's Design Report – Development Projects)– including drafted sections for
 - a. Description of work
 - b. Photographs that depict the existing site
 - c. Listing of applicable design standards
 - d. Pavement Design Considerations
 - e. Drainage Design
 - f. Airfield Lighting and Signage – NOT USED
 - g. Navigational aids – NOT USED
 - h. Pavement Marking – NOT USED

Task 1 SRE Design Services

- i. Environmental Considerations (Storm Water Pollution Prevention Plan[SWPPP] & Categorical Exclusion[CATEX])
 - j. Underground Utility Lines in Work Area
 - k. Miscellaneous Work Items
 - l. Application of Life Cycle Cost analysis (as applicable) – NOT USED
 - m. Sponsor Requested Modifications to AIP Construction Standards (Refer to Section AIP- 960)
 - n. Delineation of AIP Non-Participating Work
 - o. DBE Participation – Project goals vs. overall program goal
 - p. Project schedule – include discussion on project schedule float
 - q. Engineer's Estimate of Probable Construction Costs.
 - r. Preliminary Project Budget (all project costs)
15. Prepare submittal for FAA/Owner review, including quality reviews, and attend review meetings with FAA and OWNER (1 meeting). MTAA will provide one (1) set of review comments that will be incorporated into the subsequent submittal. Bi-weekly progress meetings or at frequency appropriate for the stage of design development, will be held in the interim with the OWNER.
16. Document review comments and address in the 65% documents.

B. Design Development (35-65% Level of Completion)

1. Develop initial maintenance layouts for industrial workflow through the facility. All functional areas identified in the equipment list to be included.
2. Obtain brochures and cutsheets on maintenance equipment (approx. 10 items)
3. Develop utility requirement drawing(s) including locations of air, electrical and water outlets not required for equipment, vehicle exhaust system outlets, drains, special grating, and overhead door controls.
4. Develop an equipment utility matrix to assure coordination of equipment utility requirements with mechanical, electrical, and plumbing disciplines.
5. Detailed facility layout, floor plans, sections, and elevations
6. Final permits (building, site, utilities)
7. Develop grading and associated details including erosion control, SWPPP, drainage details, etc. Finalize clearing and site limits of work.
 - a. Develop access roads and connections to SE Forbes Ave.
 - b. Develop patching and repair (mill and overlay) for apron and building site area.
8. Develop design for stormwater management system to meet water quality and quantity (detention) management criteria as outline in KDHE Construction Stormwater Program and to meet FAA Advisory Circular 150/5200-33C, *Hazardous Wildlife Attractants on or Near Airports, 2019*.
9. Develop structural design for PEMB

Task 1 SRE Design Services

10. Develop Construction Safety and Phasing Plan (CSPP) considerations. Work with OWNER to identify long lead items for move-in ready conditions as well as safety requirements for the construction.
11. Develop FAA technical specifications tailored to the Project.
 - a. Prepare “front end” documentation.
12. Prepare 7460-1 Airspace review for FAA.
13. Developed Engineers’ Report on Design based on Draft Engineer’s report.
14. The 65% will be review with the OWNER and will include 2 hard copy plan sets and a PDF electronic copies of approximately 40-50 plan sheets to convey the proposed facility (building/site layout, sections, elevations, floor plans, foundation plans and roofing plan), limits of construction, limits of fencing, location of access gate(s), earthwork grading concepts, drainage concepts, utility delivery to site, paving details and future building/facility layouts.
15. Prepare cost estimates and scheduling estimates (see note “i”). Reviews of program element eligibility for FAA CARES act funding will be included in the cost estimating exercise.
16. Prepare submittal for OWNER only review, including quality reviews and attend review meeting with OWNER (1 on-site meeting to be in conjunction with final site inspection activities). MTAA will provide one (1) set of review comments that will be incorporated into the subsequent submittal. Bi-weekly progress meetings, or at a frequency appropriate for the stage of design development, will be held in the interim with the OWNER.
17. Document review comments and address in 95% documents.

C. Design Development (65%-95% Level of Completion)

1. Finalize facility layouts, floor plans, detail floor plans, elevations, sections, roof plans, foundation plans, and equipment/material listing.
2. Finalize site plans and associated details.
3. Finalize permits associated with final site work.
4. Finalize FAA technical specifications tailored to the Project.
 - a. Finalize “front end” documentation.
 - b. It is assumed that no more than 10 specifications will be developed for new equipment for the facility and 10 specifications will be developed for salvaged equipment.
5. Finalize cost estimates and scheduling estimates (see note “i”). Reviews of program element eligibly for FAA CARES Act funding will be included in the cost estimating exercised. Include cash flow estimates with the cost and scheduling estimates.
6. Finalize Engineers’ Report on Design.

Task 1 SRE Design Services

7. Prepare submittal for FAA/OWNER review, including quality reviews, and attend review meetings with FAA and OWNER Document review comments and address in final bid documents. Weekly progress meetings, or at a frequency appropriate for the stage of design development, will be held in the interim with the OWNER.

D. Final Design and Bid Documents (Bidding Documents)

1. Incorporate any final changes occurring from the 95% review documents.
2. Prepare final bid documents for advertising (plans, specifications, and estimates) (see note “i”).
 - a. Transmit final bid documents to MTAA.
 - b. Assist MTAA with advertisement of project to prospective bidders.

E. Bidding Phase Services

1. Prepare for and conduct a pre-bid conference (virtual if necessary). Prepare meeting minutes to be issued as an addendum.
2. Prepare for a maximum of two addenda (including the aforementioned meeting minutes) in response to bidder’s questions.
3. Attend the bid opening, prepare a tabulation of bids and conduct a bid analysis for recommendation of award.

F. Construction Phase Services

1. Construction phase services will be negotiated at a later date as an additional task order.

OTHER SERVICES

1. An Airport Layout Plan update will not be included in this scope.
2. It is assumed that no property acquisition, lease modifications or easements will be altered or made as a part of this project.

NOTES PERTAINING TO SERVICES

i. The construction cost estimates will be based on the ENGINEER’s professional experience and judgment and shall be deemed to represent the ENGINEER’s opinion. The ENGINEER has no control over the cost of labor, materials, equipment, and other relevant factors that could influence the ultimate construction costs. Thus, the ENGINEER does not guarantee that the actual facility cost will be the same as the ENGINEER’s estimate of probable construction cost or that construction costs will not vary from its opinions of probable cost.

**PROFESSIONAL SERVICES AGREEMENT
30900280 – TASK ORDER NO. 1**

APPENDIX B

Schedule

D	Task Name	Duration	Start	Finish	Half 2, 2021												Half 1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023					Half 1, 2024		
					A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
1	NTP	0 days	4/1/2021	4/1/2021																																			
2	35% Preliminary Design	47 days	4/1/2021	6/4/2021																																			
3	35% Review	11 days	6/7/2021	6/21/2021																																			
4	65% Developed Design	62 days	6/21/2021	9/14/2021																																			
5	65% Review	12 days	9/14/2021	9/29/2021																																			
6	95% Documents	33 days	9/29/2021	11/12/2021																																			
7	95% Review	14 days	11/12/2021	12/1/2021																																			
8	Final Design and Bid Documents	25 days	12/1/2021	1/4/2022																																			
9	Bid Process	83 days	1/5/2022	4/29/2022																																			
10	SRE Construction	305 days	5/1/2022	6/29/2023																																			
11	SRE Closeout	132 days	7/6/2023	1/5/2024																																			
12	Grant Termination	0 days	3/4/2024	3/4/2024																																			

**PROFESSIONAL SERVICES AGREEMENT
30900280 – TASK ORDER NO. 1**

APPENDIX C

Compensation

APPENDIX C1

DERIVATION OF CONSULTANT PROJECT COSTS

TOPEKA REGIONAL AIRPORT
TOPEKA, KANSAS
AIP 3-20-0113-XX / 30900280B

SNOW REMOVAL EQUIPMENT BUILDING - TOPEKA REGIONAL AIRPORT
FEE PROPOSAL
March 5, 2021

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)	
Principal-in-Charge	148	\$98.07	\$14,514.36	7.2%
Project Manager	740	\$44.79	\$33,144.60	16.4%
Deputy Project Manager	728	\$80.89	\$58,887.92	29.2%
Civil Staff - QC	96	\$65.36	\$6,274.56	3.1%
Civil Staff	316	\$47.30	\$14,946.80	7.4%
Civil Staff	324	\$41.42	\$13,420.08	6.6%
Civil CADD	252	\$30.13	\$7,592.76	3.8%
Lead Structural Engr.	48	\$85.14	\$4,086.72	2.0%
Structural Engr.	190	\$41.40	\$7,866.00	3.9%
QC/QA Equip	40	\$116.51	\$4,660.40	2.3%
FFD Lead Equip	409	\$37.34	\$15,272.06	7.6%
Shop Equip. Specialist Eq	64	\$48.53	\$3,105.92	1.5%
Associate - Equip	477	\$31.00	\$14,787.00	7.3%
Admin	92	\$35.54	\$3,269.68	1.6%
	3,924			100.0%
Total Direct Salary Costs			=	\$201,828.86

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 134.000% = \$270,450.67

3 SUBTOTAL: Items 1 and 2 = \$472,279.53

4 PROFIT: 15.000% = \$70,841.93

Subtotal \$543,121.46

5 OUT-OF-POCKET EXPENSES:

a. Mileage	4970 miles	\$0.56 / Mile =	\$2,783.00
b. Airfare	5 Each	\$300.00 / Each =	\$1,500.00
c. Hotel	20 Night	\$105.00 / Each =	\$2,100.00
d. Meals	60 Each	\$15.00 / Each =	\$900.00
e. Misc. Equipment	2 Each	\$1,000.00 / Each =	\$2,000.00
f. Rental Vehicles	8 Each	\$70.00 / Each =	\$560.00
h. Other Direct Costs	1 Each	\$1,500.00 / Each =	\$1,500.00
i. Printing	1 Each	\$4,000.00 / Each =	\$4,000.00

Total Out-of-Pocket Expenses = \$15,343.00

6 SUBCONTRACT COSTS:

a. Architectural - HTK Architects, LLC	=	\$385,857.00
b. Mech/Elec/Plumb - Latimer Sommers Associates, PA	=	\$119,330.00
c. Surveying - Bartlett & West	=	\$16,000.00
d. Field Testing Services - TSi Geotechnical, LLC	=	\$16,293.00

Total Subcontract Costs = \$537,480.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$1,095,944.46 Lump Sum

USE \$1,095,940.00

Cost Plus Maximum with a Fixed Fee fo \$70,841.93.

APPENDIX C2
TOPEKA REGIONAL AIRPORT
TOPEKA, KANSAS
AIP 3-20-0113-XX / 30900280B
SNOW REMOVAL EQUIPMENT BUILDING - TOPEKA REGIONAL AIRPORT
MANHOOR DERIVATION
March 5, 2021

	Kuchinski	Stallbaumer	Freund	Mueller	Voss	Savage	Lashtbrook	Lanzer	Holtman	Probst	Ruiz	Elis	Associate	Vieri	Costs
Classification:	Principal	Project Manager	Dep. Proj. Manager	Quality Control	Engineer	Engineer	Junior Engineer	Sr. Structural Engineer	Structural Engineer	QC/QA Equip	FFD Lead	Shop Equip. Specialist	Associate	Admin	
Gross Burdened Hourly Rate:	\$263.91 AV St. Louis	\$120.53 AV KCMO	\$217.67 AV Topeka	\$175.88 AV KCMO	\$127.28 CIV KCMO	\$111.46 AV Dallas	\$81.08 CIV KCMO	\$229.11 CIV St. Louis	\$111.41 CIV St. Louis	\$313.53 EQ Houston	\$100.48 EQ Houston	\$130.59 EQ	\$83.42 EQ	\$95.64 ADMIN KCMO	
A. BASIC SERVICES															
1. Project Administration															
1.1 35% Project Management	16	40	64												
1.2 65% Project Management	8	40	40												
1.3 95% Project Management	4	24	16												
1.4 100% Project Management	4	24	16												
1.5 Bid Phase Project Management	8	16	16												
1.6 Administrative / Invoicing														12	
Total hours =	348	40	144	0	0	0	0	0	0	0	0	0	0	12	
Total =	\$62,146.81	\$10,556.25	\$17,356.30	\$33,086.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,147.66	
2. Basic Project Development															
2.1 Surveys		40	8												
2.2 Geotechnical		16	8												
Total hours =	72	0	56	0	0	0	0	0	0	0	0	0	0	0	
Total =	\$10,232.47	\$0.00	\$6,749.67	\$3,482.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3. 35% Documents															
3.1 Prelim. Structural Design (Structural)	2		8					15	60						
3.15 MEP Schematic															
3.2 Prelim. Facility Layout, Floor Plans (Arch)															
3.25 Prelim. Site Layout Grading and Utilities (Civil)	2	80	40		140	80	140								
3.3 Prelim. CSPP	4	8	8			60									
3.4 Permitting	4	8	40												
3.5 Code Reviews, Coordination for Building Permits	2	8	8												
3.6 Equipment List & Prelim Specifications	4	16	24							18	153	8	185		
3.7 Prelim. Cost Estimates	2	16	8		8										
3.8 Quality Checks, Submittal and MTAA Review	8	16	16	24											
3.9 Administrative														12	
Total hours =	1,235	28	152	24	148	140	140	15	60	18	153	8	185	12	
Total =	\$157,575.23	\$7,389.38	\$18,320.54	\$33,086.60	\$4,221.21	\$18,838.08	\$15,604.57	\$11,351.18	\$3,436.68	\$6,684.44	\$5,643.51	\$15,373.74	\$1,044.75	\$15,432.89	\$1,147.66
4. 65% Documents															
4.1 Incorporate 30% Review comments	8	16	16		16		16		8						
4.15 Finalize Structural Design	4	8	8					15	60						
4.2 Detailed Facility Layout, Floor Plans															
4.25 Detailed MEP Design															
4.3 Detailed Site Layout, Pavement Designs, Typical	4	40	40		40	40	40								
4.35 Finalized CSPP	4	8	8			40									
4.4 Development of Technical Specifications		40	40												
4.45 Final Permits (Building, Site, Utility)	4	8	8												
4.5 Developed Facility Floor Plans															
4.55 Detailed Facility Sections and Elevations															
4.6 Equipment List & Prelim Specifications															
4.65 Submit 7460 Airspacing		16	16			40				10	112	8	156		
4.7 Developed Cost Estimate	4	16	24												
4.75 Developed Cost Estimate-Structural								2	8						
4.8 Quality Checks, Submittal and MTAA Review	8	16	16	24	16	16									
4.85 Administrative														24	
Total hours =	1,071	36	168	24	72	136	56	17	76	10	112	8	156	24	
Total =	\$144,250.20	\$9,500.63	\$20,249.02	\$38,310.80	\$4,221.21	\$9,164.47	\$15,158.73	\$4,540.47	\$3,894.90	\$8,466.96	\$3,135.28	\$11,253.98	\$1,044.75	\$13,013.68	\$2,295.32
5. 95% Documents															
5.1 Incorporate 60% Review comments	8	16	16												
5.2 Finalize Site Plans, Specs and Estimates	4	40	40		40	32	40								
5.3 Finalize Facility Plans, Specs and Estimates	4	24	24		24										
5.4 Finalize Facility Plans, Specs and Estimates-Structural								8	40						
5.5 Equipment Specifications										12	120	48	120		
5.6 Quality Checks, Submittal and MTAA Review	8	16	24	24	16										
5.7 Administrative														16	
Total hours =	764	24	96	104	24	80	32	40	8	40	12	120	48	120	16
Total =	\$101,675.33	\$6,333.75	\$11,570.87	\$22,638.20	\$4,221.21	\$10,182.74	\$3,566.76	\$3,243.19	\$1,832.89	\$4,456.30	\$3,762.34	\$12,057.83	\$6,268.52	\$10,010.52	\$1,530.21
6. 100% Documents															
6.1 Finalize Site Plans, Specs and Estimates	2	20	20		16	16	16								
6.2 Finalize Facility Plans, Specs and Estimates	2	12	12												
6.3 Quality Checks, Submittal and MTAA Review	4	8	12	16											
6.4 Structural 100% Plans Complete								4	6						
6.5 Formal Respond to FAA Comments	4	16	16												
6.6 Sign/Seal Bid Documents (Advertise 02-01-2022)		8	8												
6.7 Administrative														16	
Total hours =	234	12	64	68	16	16	16	4	6	0	0	0	0	16	
Total =	\$36,729.14	\$3,166.88	\$7,713.91	\$14,801.90	\$2,814.14	\$2,036.55	\$1,783.38	\$1,297.28	\$916.45	\$668.44	\$0.00	\$0.00	\$0.00	\$0.00	\$1,530.21
7. Bid Process															
7.1 Structural Bid Assistance								4	8						
7.2 Bid Assistance	8	60	60												
7.3 Equipment Bid Assistance											24		16		
7.4 Quality Checks, Submittal and MTAA Review				8											
7.5 Administrative														12	
Total hours =	200	8	60	60	8	0	0	4	8	0	24	0	16	12	
Total =	\$30,512.29	\$2,111.25	\$7,231.79	\$13,060.50	\$1,407.07	\$0.00	\$0.00	\$0.00	\$916.45	\$891.26	\$0.00	\$2,411.57	\$0.00	\$1,334.74	\$1,147.66
PART A SUBTOTAL = \$543,121.47															
B. SPECIAL SERVICES															
Special Services	0	0	0		0	0	0	0	0	0	0	0	0	0	
Total =	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
PART B SUBTOTAL = \$0.00															
GRAND TOTAL = \$543,121.47															
WSP Hourly Costs Only (Does not included expenses or subconsultants)															

Activity Report



Topeka Regional Airport

FOE FAA TOWER OPERATIONS	Feb-21	Feb-20	Feb-19	2021	2020		2019	
				Accumulated Totals Y-T-D	Y-T-D Through Feb	Calendar Yr Totals	Y-T-D Through Feb	Calendar Yr Totals
Air Carrier	16	35	38	25	43	77	91	265
Air Taxi	22	39	31	50	64	344	56	373
Itinerant General	406	564	207	866	913	5,723	500	5,007
Itinerant Military	257	487	269	596	848	5,315	619	5,765
Local Civil	106	80	10	226	146	1,394	20	710
Local Military	660	831	515	1,476	1,463	7,681	953	6,475
GRAND TOTAL	1,467	2,036	1,070	3,239	3,477	20,534	2,239	18,595

PASSENGER ACTIVITY	Feb-21	Feb-20	Feb-19	2021	2020		2019	
				Accumulated Totals Y-T-D	Y-T-D Through Feb	Calendar Yr Totals	Y-T-D Through Feb	Calendar Yr Totals
COMMERCIAL SERVICE								
Passengers Enplaned	-	-	-	-	-	-	-	-
Passengers Deplaned	-	-	-	-	-	-	-	-
Aircraft Landed	-	-	-	-	-	-	-	-
CHARTERS								
Passengers Enplaned	180	1,457	1,135	340	1,850	2,524	1,546	4,663
Passengers Deplaned	186	1,359	802	413	1,800	2,456	1,202	3,853
Aircraft Landed	11	34	22	23	47	60	40	90
MILITARY CHARTERS								
Passengers Enplaned	687	-	805	687	-	519	5,052	8,539
Passengers Deplaned	124	-	-	124	-	83	50	9,242
Aircraft Landed	3	1	6	3	2	18	29	117
Combined Total Passengers Enplaned	867	1,457	1,940	1,027	1,850	3,043	6,598	13,202
Combined Total Passengers Deplaned	310	1,359	802	537	1,800	2,539	1,252	13,095



Billard Airport

TOP FAA TOWER OPERATIONS	Feb-21	Feb-20	Feb-19	2021	2020		2019	
				Accumulated Totals Y-T-D	Y-T-D Through Feb	Calendar Yr Totals	Y-T-D Through Feb	Calendar Yr Totals
Air Carrier	0	0	0	0	0	0	0	19
Air Taxi	51	134	59	104	187	703	147	1,163
Itinerant General	667	940	522	1,429	1,554	10,609	1,112	11,637
Itinerant Military	38	60	27	64	110	417	63	733
Local Civil	294	664	366	910	1,138	6,196	698	5,992
Local Military	36	14	4	52	18	154	4	22
GRAND TOTAL	1,086	1,812	978	2,559	3,007	18,079	2,024	19,566

**DELINQUENT ACCOUNTS
AS OF FEBRUARY 28, 2021**

DELINQUENT ACCOUNTS AS OF FEBRUARY 28, 2021											
NAME OF BUSINESS		TOTAL PAST DUE	FEBRUARY 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	L G L
TOPEKA REGIONAL BUSINESS CENTER:											
- CURRENT TENANTS -											
ADVANCE STREET ROD	RENT/FC	\$4,930.54	\$72.87	\$101.34	\$129.40	\$157.05	\$4,469.88	X	X	X	
BRACKETT, INC	RENT/FC	\$4,166.51	\$4,166.51	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
T & J AUTO	RENT/FC	\$8,430.38	\$1,841.79	\$1,826.56	\$1,799.57	\$1,787.78	\$474.65	X	X		
MARK A LEWIS	RENT /FC	\$670.00	\$660.24	\$9.76	\$0.00	\$0.00	\$0.00	X	X		
R&R PALLET OF GARDEN CITY	RENT/FC	\$67,332.35	\$23,334.88	\$1,304.89	\$1,281.72	\$23,240.42	\$18,170.44	X	X		
RURAL DEVELOPMENT	RENT/FC	\$23,266.92	\$343.85	\$338.76	\$333.76	\$328.83	\$21,921.72	X	X		X
VAERUS AVIATION, INC	RENT/FC	\$1,500.96	\$43.18	\$1,436.55	\$21.23	\$0.00	\$0.00	X	X		
SUBTOTAL		\$110,297.66	\$30,463.32	\$5,017.86	\$3,565.68	\$25,514.08	\$45,036.69				
- VACATED TENANTS -											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
TOPEKA REGIONAL AIRPORT:											
- TENANTS -											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
- AIRPORT USER LANDING FEES -											
DELTA AIR LINES	LANDING FEES	\$910.19	\$0.00	\$910.19	\$0.00	\$0.00	\$0.00	X	X		
ELITE AIRWAYS	LANDING FEES	\$1,792.50	\$0.00	\$74.50	\$0.00	\$0.00	\$1,718.00	X	X		
HILLWOOD AIRWAYS	LANDING FEES	\$217.00	\$217.00	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
MENARD INC	LANDING FEES	\$86.18	\$86.18	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
MIAMI AIR INTERNATIONAL	LANDING FEES	\$2,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,428.00	X	X		X
RVR AVIATION	LANDING FEES	\$86.16	\$0.00	\$86.16	\$0.00	\$0.00	\$0.00	X	X		
SKYWEST AIRLINES INC	LANDING FEES	\$149.50	\$149.50	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
UNITED AIRLINES	LANDING FEES	\$632.00	\$0.00	\$0.00	\$0.00	\$0.00	\$632.00	X	X		
SUBTOTAL		\$5,520.03	\$303.18	\$1,070.85	\$0.00	\$0.00	\$4,146.00				
PHILIP BILLARD:											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
WATER & SEWER:											
MARK A. LEWIS - BLDG 248	WATER/FC	\$114.55	\$112.97	\$1.58				X	X		
MARK A. LEWIS - BLDG 629	WATER/FC	\$114.55	\$112.97	\$1.58				X	X		
SUBTOTAL		\$229.10	\$225.94	\$3.16	\$0.00	\$0.00	\$0.00				
GRAND TOTALS		\$115,346.76	\$30,992.44	\$6,091.87	\$3,565.68	\$25,514.08	\$49,182.69				

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

Metropolitan Topeka Airport Authority
Monthly Leasing Activity Report
February 2021

November 2020 CPI is 1.2%

November 2020 CPI is 1.2%		ANNUAL RENT	
TENANT	ADDRESS (FACILITY #)	FROM	TO
NEW:			
	NONE	\$0.00	\$0.00
RENEWALS DUE:			
	NONE	\$0.00	\$0.00
OPTIONS:			
	NONE	\$0.00	\$0.00
INCREASES:			
Nzekwe, Chigbo (Mo-to-Mo)	Storage in #181	\$626.08	\$638.60
DECREASES:			
	NONE	\$0.00	\$0.00
MISCELLANEOUS:			
	NONE	\$0.00	\$0.00

****MONTHLY INCOME CHANGES****

New Annl. Rate	\$638.60
Old Annl. Rate	\$626.08
Annual Diff.	\$12.52
/12	\$1.04
Mo. Adj.	\$0.00
Mo. Incr. (Decr.)	\$1.04

Metropolitan Topeka Airport Authority
Monthly Gross Rental Income Report
February 2021

TOPEKA REGIONAL AIRPORT

	TENANT		FACILITY	MONTHLY RENT
1	Air National Guard		Jt. Use. Agreement	\$5,465.83 *
2	American Flight Museum	1	612	\$1,274.65
3	Combat Air Museum	2,3	602/604	\$281.51
4	Freeman Holdings LLC	4	600	\$1,620.15
	" "	5	601	\$4,074.46
	" "	6	178	\$60.67
	" "	7	609	\$2,401.40
	" "	8	610 - Suite 10,11	\$5,370.88
	" "	9	Land Lease (#613)	\$823.89
	" "	10	619	\$2,296.81
	" "	11	627	\$491.97
	" "	12	697	\$375.46
5	Gary Properties LLC	13	626	\$1,755.50
6	Haselwood Farm Inc.	14	Farm	\$161.50 ***
	Haselwood Farm Inc.	15	Farm A	\$102.79 ***
	Haselwood Farm Inc.	16	Farm B	\$725.88 ***
	Haselwood Farm Inc.	17	Farm C	\$94.69 ***
7	Pettit, Brooks	18	603 - 240sf	\$50.00
8	Shawnee County	19	667 (Firing Range)	\$514.09 ****
9	Topeka Police Dept.	20	669 (Firing Range)	\$101.36 ***
				\$28,043.49

	TENANT		FACILITY	MONTHLY RENT
1	AT&T Services, Inc.	1	280	\$472.19
2	Advanced Coatings Inc.	2	137	\$858.86 ***
3	A-1 Restaurant and Bar Supply	3	252	\$2,818.75
	A-1 Restaurant and Bar Supply	4	139 (storage)	\$500.00
	A-1 Restaurant and Bar Supply	5	260	\$2,244.00
4	Blue Jazz Java LLP	6	243	\$2,173.62
5	Brackett, Inc.	7	451	\$3,993.63
6	Concrete Supply of Topeka, Inc.	8,9,10	147-148-149	\$1,626.24
7	DXC Technology	11	Parking Lot #1	\$263.06
	" " "	12	Parking Lot #2	\$263.06
	" " "	13	Parking Lot #3	\$108.20
	" " "	14	Parking Lot #4	\$251.63
8	Evergy	15	Parking Lot S (#18)	\$1,916.67
9	F&L Enterprises Inc. dba WOW Truck and RV Wash	16	100	\$1,138.32
10	Federal Aviation Administration	17	620	\$862.27
11	FedEx Freight	18	Lot	\$600.00
12	Gallery Classic, Inc.	19	384	\$4,377.50
13	Grandmother's Inc.	20	Parking Lot #21	\$1,103.67
14	Groendyke Transport Inc	21	6N Lot A	\$630.69
15	Ground 1, LLC	22	Land Lease (#453)	\$5,798.61
16	H2I, LLC	23	Land Lease (#255)	\$666.96
17	Heartland Coca-Cola Bottling Co.	24	Land Lease (#400)	\$1,921.00
18	Henderson, Brad d/b/a Heartland Tree Service	25	260W Parking Lot	\$300.00
19	Home Depot USA, Inc.	26,27,28	Parking Lot #20, #23 & #24	\$2,745.79
20	Houser Enterprises, Inc	29	167	\$6,150.00
21	JSLewis, Inc.	30	415	\$368.49
22	KADA Enterprises LLC	31	260E Parking Lot	\$306.00
23	Kansas Sand & Concrete, Inc	32	Axton St - Lot A	\$1,185.42
24	Kirk, Paul L. Sr. dba Advance Street Rod Design	33	140	\$1,733.33
25	Klaton Real Estate, LLC	34	Land & Bldg. Lease (#622)	\$1,490.70
26	Koelling, Michelle & Duke d/b/a MDK	35	801	\$1,191.28
27	LMC, Inc.	36	321	\$367.55
	" " "	37	Land Lease (#383)	\$228.77
	" " "	38	Land Lease (#621)	\$253.51
	" " "	39	820	\$1,149.94
28	Lewis, Mark A. d/b/a M. Lewis Properties	40	248	\$198.13
	" " "	41	629	\$452.21
29	Lynch, Tony C. dba T&J Repair	42	114	\$1,605.86
30	McPherson Contractors Inc.	43	452	\$1,126.19
31	Mr. O Auto Sales, LLC	44	183	\$329.92
32	Murray, Christopher d/b/a Mid-America Painting	45,46	123/129	\$543.87
33	NFI Interactive Logistics LLC	47	University & Bleckley Lot	\$366.04
34	Nzekwe, Chigbo	48	181	\$53.22
35	Phoenix Recovery of Kansas LLC	49	225	\$1,289.15
36	ProMetal Fabrication, LLS	50	379	\$988.38
37	R & R Pallet of Garden City, Inc	51	170 A	\$6,383.56
	R & R Pallet of Garden City, Inc	52,53,54	170 B/C & Axton Lot B	\$11,092.34
	R & R Pallet of Garden City, Inc.	55	170-D	\$3,916.06
	R & R Pallet of Garden City, Inc.	56	Engle Lot	\$776.65
38	Rippe Enterprises	57	Lot A 61st Street	\$555.27
39	Rural Development Corp.	58	281	\$1,803.80
	" " "	59,60	638/818	\$1,855.21
	Rural Development Corp. 1	61	Lot J	\$158.63
	" " "	62	Lot K	\$910.81
40	SEKESC - Greenbush	63	605	\$10,730.03
41	Sports Car Club of America	64	300	\$6,976.58
42	Sunflower Auto Auction, LLC	65	131	\$3,480.49
43	Topeka Construction, LLC	66,67	Land & Bldg. Lease (#449 & #450)	\$1,074.20
	" " "	68	Land & Bldg. Lease (#448)	\$332.05
44	T.R. Management Inc.	69	154	\$1,004.79
	" " "	70	344	\$2,366.19
45	UAR Direct, LLC	71	197	\$917.08
46	Vaerus Aviation, Inc.	72	151	\$1,309.44
				\$114,655.86

TENANT			FACILITY	MONTHLY RENT
1	Air Explorer Scouts Post No. 8	1	15	\$102.50
2	Billard Airport Restaurant	2	4 - Suite 2	\$1,059.47
3	H&H Aircraft Service LLC	3	10	\$881.78
	" "	4	12	\$55.98
4	Heartland Airplanes, LLC	5	9	\$245.99
5	Hetrick Aviation, LLC	6	26	\$3,519.66
6	Kaw Valley Aviation, LLC	7	T-Hangars, Fuel Farm	\$3,669.60 *****
	" "	8	4 - Suite 5 & 6	\$1,264.64
	" "	9	7	\$1,253.60
7	NOAA	10	Weather Station	\$3,536.73
8	New-Jetz, LLC	11	Land (#27)	\$575.72
9	Riverside Farms LLC	12	Farm	\$2,230.19 ***
10	RJ Meier Farms LLC	13	Farm	\$2,086.42 ***
11	Teamsters Local Union #696	14,15,16	1,2,3	\$1,900.28
12	Technical Applications & Consulting	17	17	\$1,702.93
				\$24,085.49

GRAND TOTALS

67	TENANTS	109	FACILITIES	\$167,098.84
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*Paid Quarterly

** Paid Semi-Annually

***Paid Annually

****Paid 10 Yrs in Advance

*****Minimum Guarantee

Metropolitan Topeka Airport Authority
Monthly Lease Income Net Change Report
February 2021

	FEB 2021	JAN 2021	DEC 2020	JAN 2020	JAN 2019	JAN 2018	JAN 2017	JAN 2016	JAN 2015	JAN 2014	JAN 2013
TOPEKA REGIONAL AIRPORT TENANTS	9	9	9	9	9	10	10	10	12	11	11
FACILITIES LEASED	20	20	20	21	21	22	22	20	22	26	27
TOPEKA REGIONAL BUSINESS CENTER TENANTS	46	44	44	48	43	44	42	39	38	39	39
FACILITIES LEASED	72	69	69	75	69	69	66	57	55	56	58
PHILIP BILLARD AIRPORT TENANTS	12	12	12	12	12	14	14	13	12	11	11
FACILITIES LEASED	17	17	17	17	17	19	19	18	21	19	18
TOTAL TENANTS	67	65	65	69	64	68	68	62	62	61	61
FACILITIES LEASED	109	106	106	113	107	110	106	95	98	101	103
MONTHLY LEASE INCOME	\$ 167,099	\$ 167,098	\$ 166,472	\$ 168,545	\$ 155,936	\$ 158,021	\$ 149,460	\$ 131,303	\$113,043	\$121,201	\$119,965
NET CHANGE	\$ 1	\$ 626	\$ (2,073)	\$ 12,609	\$ (2,085)	\$ 8,561	\$ 18,157	\$ 18,260	\$ (8,158)	\$ 1,236	\$ (13,347)