

**Board of Directors** 

### Budget Workshop 2:30 PM MTAA Board Meeting 3:00 PM

Tuesday, May 17, 2022 MTAA Administrative Office – Board Room 6510 SE Forbes Ave., Building #620

Addressing the MTAA Board: No person shall address the Board during a Board Meeting, unless they have notified the MTAA Administration Office by 2:00 P.M. on the day of any Board Meeting of their desire to speak on a specific matter on the published meeting agenda or during the public comment portion of the Board Meeting. This limitation shall not apply to items added during the course of a meeting. The Board does not take action with respect to any subject not on the agenda unless added to the agenda by a vote of the Board. Persons addressing the Board will be limited to four (4) minutes of public address on a particular agenda item. Debate, question/answer dialogue or discussion between Board members will not be counted towards the four (4) minute time limitation. The Chair may extend time with the unanimous consent of the Board or the Board by affirmative vote may extend the four (4) minute limitation. Persons will be limited to addressing the Board one (1) time on a particular matter unless otherwise allowed by an affirmative vote of the Board. Citizens wishing to offer Public Comment may sign up by phoning the MTAA Administration office at 862-2362. The Board may waive prior notice by majority vote. To make arrangements for special accommodations please call (785) 862-2362. A 48-hour advance notice is preferred. Agendas are available on Thursday afternoon prior to the regularly scheduled Board meetings at the MTAA Administration Office, Topeka Regional Airport and Business Center, 6510 SE Forbes Ave., Ste. 1, Topeka, KS 66619.

- 1. Inquire if Notification was given to all Requesting Notification of MTAA Board Meetings.
- 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting of April 19, 2022.
- 3. Public Comment.
- 4. Adopt Agenda.

#### **INFORMATION ONLY ITEMS:**

5. WSP USA, Inc. Presentation on MRO Site Selection Report.

#### **ACTION ITEMS:**

- 6. Consider Exercising the Option on Volaire Aviation Consulting Agreement for Air Service Development.
- 7. Consider Approval of Amendment No. 2 of WSP USA, Inc., Agreement No. 30900280 Task Order No. 2 CARES Act Funding Program TOP Terminal Building Design Services.
- 8. Consider Quote for Repairs to the Bucket Truck.
- 9. Consider Purchase of 2022 Budgeted Equipment:
  - a. Maintenance Department Track Loader; and
  - b. Police & Fire Department Ballistic Vests

#### **INFORMATIONAL REPORTS:**

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



#### **Board of Directors**

## Metropolitan Topeka Airport Authority April 19, 2022

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

Chairman Mike Munson brought the regular monthly meeting of the MTAA Board of Directors to order at 3:00 PM with the following Board members present: Brian Armstrong, Lisa Stubbs and Sam Sutton. Erica Garcia-Babb was unable to attend. Also in attendance were:

- Jennifer Kuchinski of WSP USA, Inc.
- Jay Freund of WSP USA, Inc.
- Sam Stallbaumer of WSP USA, Inc.
- Jarred Parker of WSP USA, Inc.
- Cassandra Taylor of HTK Architects
- John Lueger of Heinen Brothers
- William Wempe MTAA Police/Fire
- Terry Poley MTAA Maintenance
- Timothy Resner of Frieden & Forbes, LP Legal Counsel to the Board

Other staff members present were Eric Johnson, Cheryl Trobough and Danielle Sheehy.

There was no attendance via the scheduled Zoom meeting.

#### Item 1. Notice.

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 Meeting of March 15, 2022.

Chairman Munson asked the Board to review the Minutes of the Regularly Scheduled Board Meeting of March 15, 2022 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 March 15, 2022. Mr. Armstrong seconded the motion. Motion carried.

#### Item 3. Public Comment.

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.

Chairman Munson inquired if there were any changes to the Agenda as presented.

Mr. Armstrong made a motion to adopt the Agenda as presented. Mr. Sutton seconded the motion. Motion carried.

#### Item 5. Heinen Aviation Follow-up to the March Board Presentation. (Information Only)

Chairman Munson welcomed John Lueger, presenting on behalf of Heinen Brothers/Heinen Aviation. Mr. Lueger's presentation at the March Board meeting focused on the request to modify the share of lease revenue earned by the FBO for management of the T-Hangars. Mr. Lueger provided the MTAA Board of Directors with the requested additional information

identifying the monthly expenses related to the T-hangars and offering further justification for the request of an increase in the revenue share.

Mr. Lueger also made a presentation of photos of Hangar #7 (Stone Hangar) depicting the building condition and the work which will be required to rehabilitate the building to suit their needs.

#### Item 6. WSP USA, Inc. Presentation on Status of CARES Act Projects. (Information Only)

Jennifer Kuchinski and Sam Stallbaumer of WSP USA, Inc provided information regarding the status of several on-going projects. The information provided included projects funded by the CARES Act, AIP Program, MTAA funding, with additional discussion regarding potential Bipartisan Infrastructure Law (BIL) Grant opportunities and the SPARK BASE grant.

Cassandra Taylor of HTK Architects provided samples of the exterior finishing materials to be used in the TOP terminal building construction.

#### Item 7. Consider Approval of Chimney Stack Removal at Hangars 601 and 612.

Mr. Johnson reported that on December 15, 2021, high winds caused significant damage to the outbuilding adjacent to Hangar 601 resulting in the demolition of this structure, and the remains of an old chimney stack. This out-of-service chimney stack displays damage caused by the building collapse and age. There is also a similar stand-alone chimney stack at Hangar 612 showing significant damage due to age, and possible further damage caused by recent winds.

Due to the close proximity to other structures, the stacks will need to be dismantled from the top down. Staff contacted three contractors for quotes for the demolition and removal of the stacks. Jacobson Asbestos Company (JAC) provided the sole quote for this project. Hangar 601 stack removal was quoted at \$6,500.00 and the Hangar 612 stack removal was quoted at \$7,000.00. The total quote of \$13,500.00 includes demolition and removal of all brick-and-mortar material.

Mr. Johnson requested that the Board authorize the demolition and removal of the chimney stacks at a total cost not to exceed the quoted cost of \$13,500.00.

Mr. Armstrong made a motion to contract with Jacobson Asbestos Company for the Hangar 601 and 612 chimney stack demolition and removal at the quoted cost not to exceed Thirteen Thousand Five Hundred Dollars and No Cents (\$13,500.00). Mr. Sutton seconded the motion.

#### Information Only Items:

#### Item 8. Monthly Reports

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

Mr. Johnson provided the following report:

SPARK Base Grant – The Strengthening People and Revitalizing Kansas (SPARK)
 Executive Committee oversees the distribution process of the American Rescue
 Plan Act (ARPA) Funding, assisted by four advisory panels with additional
 members. The advisory panels are focused on four main topics: Health and
 Education, Economic Revitalization, Connectivity, and Efficiency and
 Modernization. The advisory panels recommend investments to the executive
 committee, and the executive committee then makes recommendations to the
 State Finance Council, which makes the final determination.

The MTAA was awarded \$1MM for site prep of the abandoned apron. Lt. Gov. Toland and Speaker Ron Ryckman were instrumental in making this grant award possible.

• The Bipartisan Infrastructure Law (BIL) grant will provide funding of roughly \$1.3MM per year for 5 consecutive years for both of Topeka's airports. The only challenge is that the FAA may require these funds to be applied to planned infrastructure work as identified in the FOE & TOP Airport Capital Improvement Program. As a result, if there are planned taxiway or runway projects, these funds

may be used for a portion of the federal share before hangar construction would be an allowable use. Confirmation was received just prior to this meeting that the BIL is going to replace the ATC Tower at Billard Airport.

- A call was received that the party involved in the potential hangar development discussed last month has passed for the time being. The site proposed was appealing but the challenge of their workforce having to triple their commute time was the stumbling block.
- Awards of the CRRSA Grant and ARPA Grant were received to address issues related to the pandemic. Information has been compiled and will be submitted as a request to the FAA. If approved, a drawdown on the grants will be made.

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

Mr. Johnson provided the following report:

- FOE terminal building suffered some wind damage. During immediate repairs, it
  was determined that the metal roof over the front canopy was in need of repair.
  The soffit was also damaged and all sliding doors on the west side of the building
  will need to be replaced. The deductible exceeds the anticipated cost of storm
  damage repairs.
- Pavement deficiencies at both airports and throughout the business center need
  to be addressed. Staff has been working to put together an inventory of repairs
  needed and is gathering information to put the repair work out for bid. It is also
  anticipated that an engineered street project will be needed. WSP will be
  working with staff to prioritize upcoming work.
- MARCH LEASE ACTIVITY (CPI is 7.0%) ALL INCREASES ARE 2%

  After discussing the CPI rate with the Board Chair & Counsel, staff prepared Option & Increase letters drafted by Counsel to inform tenants that although their lease states the increase is based on the CPI or CPI or 2% whichever is the greatest; the MTAA is opting to hold to a 2% increase because of the unprecedented high rates of CPI.

#### > NEW LEASES/RENEWALS

NONE

#### > OPTIONS EXERCISED

- American Flight Museum (Bldg. #612);
- Freeman Holdings LLC (Bldg. #627); and
- Vaerus Aviation LLC (Bldg. #151)

#### > INCREASES

Two (2) leases received an annual increase.

#### > DECREASES

- NONE
- Monthly rental income is \$169,019 or approximately \$2,028,228 per year.
- DELINQUENT ACCOUNTS (as of 03/31/2022)
  - Paul Kirk dba Advance Street Rod Design Account remains delinquent for finance charges and a portion of the December invoice and January, February & March invoices;
  - <u>Brackett Inc.</u> Delinquent for February & March invoices & finance charges;

- ➤ Heartland Tree Service Delinquent for January, February & March invoices & finance charges;
- Mark Lewis Delinquent for March invoices & finance charges;
- Prometal Fabrication LLC Delinquent for a portion of November invoice and December, January, February & March invoices & finance charges (Vacating at the end of May);
- <u>Rural Development Corporation</u> Partial payments were received for the March, April, May & June, July and August 2020 invoices. Finance charges on unpaid balances each month. All unpaid charges relate to Bldg. #624;
- Freeman Holdings LLC Delinquent for March invoices & finance charges on the rent account and fuel flowage account;
- > <u>State of Kansas</u> Delinquent for 1st Qtr 2022 AJUA and Army National Guard's water/sewer bill for October 2021.

#### 8.c. Monthly Financial Reports – Ms. Trobough

Ms. Trobough provided the following reports:

- The report for the month ending 3/31/2022 reflects revenue to be \$171,381 more than budgeted which is a net result from:
  - a. Taxes and Assessments receipts reflect to be \$82,527 more than budgeted;
  - b. Landing Fees are \$3,324 under budget;
  - c. Fuel Flowage Fees are \$7,904 under budget;
  - d. Passenger Facility Charges are \$108 more than budgeted;
  - e. Lease & Rental Fees actual income reflects to be \$31,464 more than the budgeted amount;
  - f. Reimbursements total to be \$3,562 ahead of budget;
  - g. CD Interest income is \$806 less than the anticipated budget;
- Overall, the operating expenses are in-line with the anticipated budget and depict a favorable budget variance of \$243,305.
- Capital Improvement purchases made during the month of March are as follows:
  - **a. VEHICLES** Delivery & payment of the \$35,694.00 Board-approved purchase of the 2022 Ford Explorer P&F patrol vehicle.

Ms. Stubbs moved to accept and file the Monthly Financial Reports as presented for the month ended March 31, 2022. Mr. Armstrong seconded the motion. Motion carried.

#### Item 9. Executive Session

Chairman Munson inquired if there was a need for an Executive Session. Mr. Resner and Mr. Johnson responded that there was not.

#### Adjournment

Chairman Munson inquired if there was any further business to discuss, hearing none, he asked for a motion to adjourn. Mr. Armstrong made the motion to adjourn. Mr. Sutton seconded the motion and the meeting was adjourned at 4:35 p.m.

These official minutes were approved by the Board of Directors on May 17, 2022.

Brian Armstrong,	Secretary	

Office of:

President

To:

**Board of Directors** 

From:

Eric M. Johnson

Subject:

WSP USA, Inc. Presentation on MRO

**Site Selection Report** 



Date: May 11, 2022

WSP USA, Inc. will provide information regarding the study of potential MRO sites. WSP evaluated two locations at Topeka Regional Airport (FOE).

- Option A The abandoned concrete apron located North of the air traffic control tower, adjacent to Taxiway Alpha near the intersections of Taxiways Alpha, Bravo, and Charlie.
- Option B Located in the South-Central area of the airport, in the vicinity of abandoned ammunition bunkers, adjacent to Taxiway Charlie between Runway 3-21 and Runway 13-31.

In analyzing and comparing both sites, a number of conditions were reviewed. These points will be presented by WSP.

Please contact me if you have any questions.

Office of:

President

To:

**Board of Directors** 

From:

Eric M. Johnson

Subject:

Board to Consider Exercising the Option on

Volaire Aviation Consulting Agreement for

Air Service Development. (Board Action Required)



Date: May 9, 2022

In June 2021, the MTAA Board of Directors authorized staff to enter into a contract with Volaire Aviation Consulting (VAC) for air service development. Understandably, the air service industry is not in any position to begin looking at new markets right now. Our intention is to continue this relationship should a traditional air service opportunity present itself but also to attract a less-than-daily carrier.

The existing agreement is included for those that are not familiar with it. We intend to market Topeka aggressively in the coming years and I believe this agreement, along with the leakage and point of origin studies completed recently, will enable us better opportunities to do so.

I ask the Board to authorize staff to extend the agreement with Volaire Aviation Consulting at a monthly cost of \$2,500.00 during the 12-month option period. Funds are available in the 2022 budget in line item 31150 – Consulting Services. Additional expenses may include miscellaneous travel, and data collection from the airlines.

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



#### CONSULTING SERVICES AGREEMENT

This Consultancy Agreement (the "Agreement") is made and entered into by and between Volaire Aviation, Inc. (the "Consultant") and the Metropolitan Topeka Airport Authority (the "Company" and/or "Airport") (hereinafter referred to individually as a "Party" and collectively as "the Parties"). This agreement supersedes any and all previous agreements between Consultant and Company.

#### 1. Engagement and Services

(a) <u>Engagement</u>. The Company hereby engages the Consultant to provide and perform the services set forth in this section of the agreement (the "Services"), and the Consultant hereby accepts the engagement.

Jack Penning, Managing Partner, will be assigned the project lead for all work at Airport. He will be assisted by Jeff Hayes, Managing Partner, and Kris Nichter, Executive Director.

- (b) <u>Term.</u> This agreement will begin on June 1, 2021 and be in effect through May 31, 2022. It can be extended for one 12-month period (2022-23) at Company's discretion.
- (c) <u>Services</u>. Consultant will complete the following projects as part of its retainer agreement with Airport:
  - 1) Airline headquarters meetings and presentations (up to two)

Consultant will prepare all materials for airline headquarters meetings, including a specific business case for targeted service. Presentations will include specific demographic analysis of the airport catchment area, economic analysis of the market region, overview of current airline market conditions, and a specific business case and analysis of proposed new service or expanded service.

Consultant will attend all airline headquarters meetings with Airport and present the full business case for current, new, and expanded service.

Consultant will provide all requested follow-up information requested by the airline following the meeting.

2) Air service development conference meetings (four per conference, up to four conferences)

Consultant will work with Airport to identify target airlines for meetings and to identify which conferences Airport should attend. Consultant will work with conference organizers to schedule meetings.

Consultant will prepare all materials for airline conference meetings, including a specific business case for targeted service. Presentations will include specific demographic analysis of the airport catchment area, economic analysis of the market region, overview of current airline market conditions, and a specific business case and analysis of proposed new service or expanded service.



Consultant will attend all airline conference meetings with Airport and present the full business case for current, new, and expanded service.

Consultant will provide all requested follow-up information requested by the airline following the meeting.

#### 3) Community visits (Up to four)

Consultant will prepare state of the industry information, market detail, and other pertinent information for community meetings at Airport's request.

Consultant can also visit the community to develop funding for new and expanded air service, meeting with local stakeholders and businesses.

#### 4) Small community air service development grant application (One)

Consultant will write Airport's application for Small Community Air Service Development Grant funding. Consultant will advise Airport on matching funding requirements, application requirements, and all items to enhance Airport's opportunity to win funding.

Consultant will research and develop the business case for proposed service. Consultant will write the application for funding and assist Airport in its submission. Consultant will work to secure airline support for the initiative.

#### 5) Economic impact analysis of new air service (One)

Consultant will detail the economic impact of the Airport's potential new scheduled air service. The analysis will include indirect and induced impact, as developed through the IMPLAN software program. The written report will include detail on impact by source, tax impact, and employment impact throughout the region of targeted air service.

#### 6) Conference calls (Unlimited)

Consultant will provide access to unlimited conference calls for the term of the agreement on issues of air service development and recruitment. Consultant will also offer two conference calls per month, at no additional cost, for marketing advice and guidance. Conference calls can be scheduled at any time by Airport and are unlimited in time and scope.



#### 2. Consultancy Fee and Expenses

(a) Retainer Fee Schedule. Consultant will invoice Airport an equal retainer of \$2,500 per month for all services listed as included as part of the retainer scope of work for a period of 24 months. Invoices will be issued on the first of each month. The retainer amount represents a discount of 5% for the 24-month period of the agreement, based on the following standard project amounts in Airport's previous agreement:

,	Airline headquarters meeting (first): Airline headquarters meeting (subsequent – two in agreement): a. Total headquarters meeting value:	\$7,000 \$5,000 \$12,000
	Airline conference meeting (first at conference): Airline conference meeting (subsequent at conference): a. Total conference value (four conferences):	\$2,750 \$1,500 \$29,000
5)	Community visit (per trip): a. Total visit value (four trips):	\$3,000 \$12,000
6) 7)	Small community air service development grant application: Economic impact analysis of new service:	\$7,500 \$10,000
	Total value of all projects included in retainer (24-months): Monthly value of all projects included in retainer (24-months):	\$63,000 \$2,625

(b) <u>Additional Project Fees.</u> For projects beyond the scope of the retainer agreement, Consultant will invoice Airport fees per additional project completed, at the following rates. Airport will only be invoiced if it commissions project beyond the retainer scope.

1) Additional airline headquarters meetings (per meeting):	\$5,000
2) Additional conference meetings (per meeting):	\$1,500
3) Additional community visits (per visit):	\$3,000
4) Additional Grant applications (per application):	\$7,500

- (c) <u>Performance Bonus Program.</u> Airport will be responsible for bonus payments based on the initiation of new scheduled air service. For each new route *announced* during the term of this agreement, Airport will be invoiced a \$1,500 per month service initiation bonus, beginning the month that flights begin, and continuing for a period of 24 months, or until service ends, whichever comes first. Payments for a partial month shall be prorated based upon the number of days of which flight occur.
- (d) Other Expenses. Airport will be invoiced a one-time data charge, outside of the retainer, of \$1,200 for IMPLAN software data used in Airport's economic impact analysis.
- (e) <u>Future air service marketing.</u> For each new air service recruited to Airport during the term of this agreement, Airport agrees to grant Consultant first right of refusal to manage, create, and direct the marketing program for said new service. A separate agreement will be drafted between Airport and Consultant upon agreement for new air service.
- (f) <u>Hourly rates.</u> For projects not included in the above list, Airport will be invoiced on an hourly basis. The standard hourly rate is \$200 per hour.



(g) <u>Expenses</u>. Consultant shall be entitled to reimbursement for expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements in accordance with the then regular procedures of the Company. Reasonable expenses include, but are not limited to, travel (airfare, hotel, rental car, and meals), printing of materials, and shipping of materials.

In the case of air service development conferences, Consultant will allocate expenses based on the total expenses of Consultant divided by the total number of meetings covered by the Consultant. Take for example a conference where Consultant has three staff members, at a total cost of \$3,000, with 30 total meetings for all attending clients. In this scenario, each meeting would have an expense share of \$100. If Airport had five of the 30 meetings at the conference, Airport's expense share would be \$500.

Consultant shall not be entitled to reimbursement for any expense that has not been preapproved in writing by Airport.

(h) <u>Payment</u>. The Consultant shall submit to the Company invoices detailing the Services performed, expenses, and the amount due. All such invoices shall be due and payable within thirty (30) calendar days after receipt thereof by the Company.

#### 3. Miscellaneous Provisions

- (a) <u>Applicable Law.</u> The terms of this Agreement shall be interpreted in accordance with the laws of the State of Kansas without regard to its conflicts of laws principals.
- (b) <u>Status of Parties.</u> Nothing in this Agreement creates, nor shall anything herein be construed by the parties hereto, or by any third party, as creating, the relationship of principal and agent or of partnership or joint venture between the parties hereto. The Consultant's status shall be that of independent contractor.
- (c) <u>Forum Selection</u>. Any action to enforce the terms of this Agreement or claim for damages shall be brought only in the District Court of Shawnee County Kansas or the United States District Court for the District of Kansas sitting in Topeka Kansas. The parties hereby stipulate that such Courts shall have personal jurisdiction over them.
- (d) <u>Prior Authorization.</u> Notwithstanding any other provision of this Agreement, Consultant will be entitled to compensation from Airport for any work or services performed pursuant to this Agreement only if Consultant has received prior written authorization from Airport to perform the work or service.
- (e) <u>Early Termination.</u> Either party may terminate this Agreement without cause upon 30-days written notice to the other party.
- (f) <u>Incorporation.</u> The provisions of Exhibit A (Standard Provisions) are incorporated herein by reference.
- (g) <u>Entire Agreement.</u> This instrument constitutes the entire agreement of the parties, and no representations, warranties or inducements not expressly set forth herein shall be of any force or effect. This Agreement may be modified or amended only by a writing executed by or on behalf of the party against whom such modification or amendment is sought to be enforced.



IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of Metropolitan Topeka Airport Authority Signed for and on behalf of Volaire Aviation, Inc.

Eric M. Johnson

By: Eric Johnson

Title: Director of Airports

Mary

By: John A. Penning, III Title: Managing Partner



#### EXHIBIT A

## STANDARD PROVISIONS INCORPORATED INTO CONTRACTS WITH THE METROPOLITAN TOPEKA AIRPORT AUTHORITY

The Metropolitan Topeka Airport Authority ("MTAA") and the undersigned contractor/vendor ("Contractor/Vendor") agree that the following provisions

are incorporated	into and made a part of their agreement dated the day of
June	, 20 21 and to which this document is attached (the
"Agreement").	
1.	To the extent that any term of this document is inconsistent
with any term of	the agreement to which it is attached, the term of this document shall
control.	
2.	The MTAA is subject to the Kansas Cash Basis Law, K.S.A.
10-1101 et seq.	If sufficient funds are not appropriated to continue the functions
contemplated by	the Agreement or for the payment of the charges hereunder, the MTAA
may terminate th	e Agreement at the end of its current fiscal year. The MTAA agrees to
give written noti	ce of termination to the Contractor/Vendor at least thirty (30) days prior
to the end of its	current fiscal year. The Contractor/Vendor shall have the right, at the
end of such fisca	I year, to take possession of any of its equipment, leased or otherwise,
provided to the N	ATAA under the contract. The MTAA will pay to the
Contractor/Vend	or all regular, contractual payments incurred through the end of such

- fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the Agreement by the MTAA, title to and possession of any equipment purchased by the MTAA, under contract, but not fully paid for, shall revert to the Contractor/Vendor at the end of MTAA's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the MTAA or the Contractor/Vendor.
- 3. The Contractor/Vendor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and not to discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in hiring, employment practices or in the administration of its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of subparagraph (c) above; (f) that a finding by an administrative agency or court of competent jurisdiction that the Contractor/Vendor has failed to comply with the requirements of subparagraph (a) above or a failure by the Contractor Vendor to comply with any of the requirements of subparagraphs (b), (c) or (d) above shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended in whole or in part by the MTAA.



- 4. The MTAA shall not be responsible for, nor indemnify for, any federal, state or local taxes which may be imposed or levied upon the subject matter of the Agreement.
- 5. The MTAA shall not be required to purchase, any insurance against loss or damage to any personal property to which the Agreement relates, nor shall the Agreement require the MTAA to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Contractor/Vendor shall bear the risk of any loss or damage to any personal property to which the Contractor/Vendor holds title.
- 6. The laws of the State of Kansas shall govern the interpretation, validity, performance and enforcement of the Agreement and the provisions hereof.
- 7. Any action regarding the interpretation, validity, performance and enforcement of the Agreement and the provisions hereof may only be brought and tried in the District Court of Shawnee County Kansas.

VENDOR/CONTRACTOR - Volaire Aviation, Inc.

By: Quar

Print Name John A. Penning, III

Title: Managing Partner

Date: Jun 16, 2021

#### METROPOLITAN TOPEKA AIRPORT AUTHORITY

By: Eric M. Johnson
Eric M. Johnson

Title: President & Director of Airports

Date: \_\_\_\_16, 2021

Office of:

President

To:

**Board of Directors** 

From:

Eric M. Johnson

Subject:

Consider Amendment No. 2 of WSP USA, Inc.,

Agreement No. 30900280 - Task Order No. 2 CARES

Act Funding Program – TOP Terminal Building Design Services.

(Board Action Required)



Date: May 11, 2022

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 Terminal building at Philip Billard Municipal Airport is one of several projects specifically included in the agreement because of this grant. Task Order No. 2 encompasses architecture and engineering for the design of the Terminal building.

The design team would like to incorporate a kitchen design consultant to assist in analyzing completing the kitchen area design. The role of the kitchen consultant would be to specify the type, location and dimensions of kitchen appliances and fixtures. Their expertise will help to ensure that KDHE and City of Topeka standards are met for the kitchen. They will combine their knowledge with input from the current operator to design an efficient, code compliant space. The design team initially thought that the kitchen design could be handled with the existing team, to save the MTAA money. Once the team got into the design of the structure and became more aware of the complexities with the space layout, issues with opinions on how the space should be handled, and a desire to make sure that we do our absolute best for the MTAA, we have come to the conclusion that a kitchen design consultant should be included as a team member.

The addition of the kitchen consultant at this stage in the project will add \$11,500.00 to the cost and cause a minor delay in the project progress. We anticipate a delay of 30-45 days. The WSP design team is committed to completing the project work this summer, advertising the project, bidding the project, and recommending an award of contract prior to the fall season.

I request the Board approve Amendment No. 2 to WSP USA, Inc., Task Order No. 2 – TOP Terminal Building Design Services, in the total amount of Eleven Thousand Five Hundred Dollars and No Cents (\$11,500.00), The CARES Act grant funds 100% of the cost with 0% local participation.

Please contact me if you have any questions.

#### AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

WSP Agreement No <u>30900280</u>
Task Order No. <u>2 (30900280B)</u>
This Amendment No2 to Task Order No. 2 is made and entered into this day of, 2022, 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 22 <sup>nd</sup> of December 2021 (hereinafter called the "Agreement") for the TOP Terminal Design Services;
WHEREAS, Owner has determined the need for WSP to perform certain additional 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. 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 B for an estimated amount of Eleven Thousand Five Hundred Dollars and Zero Cents (\$11,500.00), on the basis of Lump Sum.
3. Both parties agree that this Amendment No. 2 to Task Order No2_ 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.

#### AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, this Amendment No. 2 to Task Order No. \_2\_ 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	Signature Dan W. DeArmond, PE <u>Vice President – Area Manager</u> Typed Name/Title
Date of Signature	Date of Signature

#### APPENDIX A

METROPOLITAN TOPEKA AIRPORT AUTHORITY TOPEKA, KS TOP TERMINAL DESIGN Kitchen Design Amendment 02

#### **TOP Terminal Design – Kitchen Design Amendment**

The design team would like to incorporate a kitchen design consultant to assist in analyzing completing the kitchen area design. The role of the kitchen consultant would be to specify the type, location and dimensions of kitchen appliances and fixtures. Their expertise will help to ensure that KDHE and City of Topeka standards are met for the kitchen. They will combine their knowledge with input from the current operator to design an efficient, code compliant space. The design team initially thought that the kitchen design could be handled with the existing team, to save the MTAA money. Once the team got into the design of the structure and became more aware of the complexities with the space layout, issues with opinions on how the space should be handled, and a desire to make sure that we do our absolute best for the MTAA, we have come to the conclusion that a kitchen design consultant should be included as a team member.

The addition of the kitchen consultant at this stage in the project will cause a minor delay in the project progress. We anticipate a delay of 30-45 days. The WSP design team is committed to completing the project work this summer, advertising the project, bidding the project, and recommending an award of contract prior to the fall season.

Please see the Appendix B for the fee breakdown showing the additional effort required to complete the kitchen design.





#### **DESIGN AGREEMENT**

Date:

May 12, 2022

Project:

Billard Municipal Airport Terminal Restaurant and Bar

Location: Topeka, KS

The following represents an agreement entered by and between TriMark-Hockenbergs ("Hockenbergs") and HTK Architects ("client"), concerning Hockenbergs employment by client to act as food service consultant and prepare a project design and/or layout for client. Hockenbergs shall provide to client the following services &/or plan(s):

- 1. Floor Plan / Equipment Plan
- 2. Electrical Rough-in Plan
- 3. Plumbing Rough-in Plan
- 4. General Construction Plan
- 5. Shop Drawings for Exhaust Hoods and Walk-ins (if applicable)
- 6. Cut Sheets
- 7. Budget analysis of all F&B equipment required for the installation
- 8. Specifications
- 9. Elevations

By client's execution of this agreement, client agrees to pay a reasonable design fee (based on reasonable and standard rates for project design time), the amount being \$11,500.00 and is payable upon signing of this agreement. Fees for additional services will be charged in addition to the above if an excessive or unreasonable amount of drawing revisions occurs after the design approval. These fees will be charged at the rate of \$100.00 per hour. Please note that applicable taxes will be added at time of billing.

All direct expenses for such services as renderings, express shipping, blueprints, reproductions, etc., shall be invoiced at direct cost, and will be in addition to the fee quoted above. In addition, if travel is required outside of our immediate area, all travel expenses will be billed. Travel expenses will include mileage, airfare, hotel, meals and transportation. Hourly compensation for out of town trips will be billed at the rate of \$100.00 per hour to a maximum of \$800.00 per day per person. These invoices, as well as any fees for additional services will be due and payable upon presentation of invoice.





AGREED TO AND ACCEPTED BY:

If this agreement meets with the approval of Client, indicate acceptance by signing on the line below designated for Client's signature. The undersigned represents and warrants that he is duly authorized to execute and deliver this agreement in the capacity stated herein and that no other person is required to join in the execution and delivery of this agreement.

COMPANY:	Signature:	
TITLE:	BY:	
DATE:	(Print Name)	

Office of: President

To:

**Board of Directors** 

From:

Eric M. Johnson

Subject:

Consider Quote for Repairs to the Bucket Truck.

(Board Action Required)



Date: May 11, 2022

The MTAA Board of Directors authorized the purchase of a used bucket truck in October 2018. While this truck has performed well, during a recent certification inspection it was determined repairs were needed. The articulating arm link of the Altec boom system requires replacement along with the miscellaneous seals, rubber boots and placards necessary for certification. To complete the work, staff located a qualified Altec authorized repair facility due to the proprietary nature of the repair.

The Maintenance Department requires this equipment to access to light poles on MTAA grounds and utility poles in remote areas of the airport.

I request the Board authorize staff to contract with Altec Industries Inc. for the repairs identified on the attached quote at a <u>cost estimate</u> of Eleven Thousand Four Hundred Twenty-nine Dollars and Forty-one Cents (\$11,429.41). The funds are available in the 2022 budget for Equipment Repair (line item 71600).



## \*\*\*DRAFT ONLY, NOT FINAL PRICING\*\*\*

	1.	Customer		Se	rvice Request	
Estimate # 728262			Service Request #	4934176		
Customer	Customer METROPOLITAN TOPEKA AIRPORT AUTHORITY			Unit Information		
Account #	897734	Payment Ter	ms CREDIT CARD	Customer Vehicle #		
Contact	TERRY POLEY			Model	AT37-G	
Email	TPOLEY@MTAA-	TOPEKA.ORG		Chassis VIN #	1FDAF57R68EE22501	
Phone		Fax		Mileage		
Mobile	785-633-9957			Unit Serial #	0708DE9754	
	Alte	c Representative		Assy Serial #(FA)	057-11128193	
Contact	Clinton D Moran			In-Service Date	23-Sep-2008	
Email	clint.moran@alte	ec.com				
Phone		Fax				
This Estimate	Expires: 01-JUL-202	22				
Notes:						

Item	Description	Hours	Labor	Material	Expenses	Total
1	PM INSPECTION		\$410.00	\$183.27	\$0.00	\$593.27
2	DIELECTRIC TEST		\$220.00	\$0.00	\$0.00	\$220.00
3	REPAIR FIBERGLASS GEL COAT DAMAGE	2.00	\$254.00	\$82.37	\$0.00	\$336.37
4	REPLACE ARTICULATING ARM LINK	3.00	\$381.00	\$4,667.44	\$0.00	\$5,048.44
5	REPLACE LOWER BOOM TIP COVERS	0.50	\$63.50	\$444.73	\$0.00	\$508.23
6	REPLACE UPPER BOOM TIP COVERS	0.50	\$63.50	\$910.91	\$0.00	\$974.41
7	REPLACE PLATFORM COVERS	0.75	\$95.25	\$512.18	\$0.00	\$607.43
8	REPLACE PLACARDS ON PLATFORM	0.50	\$63.50	\$13.54	\$0.00	\$77.04
9	REPLACE QDs AT UPPER CONTROLS AND DUST CAPS	0.75	\$95.25	\$143.16	\$0.00	\$238.41
10	REPLACE PLACARDS ON TURN TABLE	0.50	\$63.50	\$14.34	\$0.00	\$77.84
11	REPLACE UPPER BOOM TIP PLACARDS	0.50	\$63.50	\$3.80	\$0.00	\$67.30
12	REPLACE UPPER CONTROL STATION PLACARDS	0.50	\$63.50	\$30.70	\$0.00	\$94.20
13	REPLACE UPPER BOOM SLIDE PADS	2.00	\$254.00	\$19.84	\$0.00	\$273.84
14	REPLACE UPPER BOOM SLIDE PAD CAP SCREW	1.00	\$127.00	\$2.33	\$0.00	\$129.33
15	REPLACE PTO INDICATOR LIGHT IN CAB	0.75	\$95.25	\$10.77	\$0.00	\$106.02
16	REPLACE LOWER TOOLS LINKAGE, HANDLE, QDs,	1.00	\$127.00	\$260.27	\$0.00	\$387.27
	AND DUST CAPS					
17	REPLACE ISOGRIP CAP, BOOT, AND PLACARD	0.50	\$63.50	\$129.07	\$0.00	\$192.57
18	REPLACE ARM PLACARDS	0.50	\$63.50	\$15.20	\$0.00	\$78.70
19	REPLACE RUBBER BOOTS AT UPPER CONTROLS	0.25	\$31.75	\$166.80	\$0.00	\$198.55
20	SUPPLIES AND ENVIRONMENTAL DISPOSAL FEES	0.00	\$0.00	\$0.00	\$76.25	\$76.25
21	FREIGHT ESTIMATE	0.00	\$0.00	\$0.00	\$1,143.94	\$1,143.94
	Totals	15.50	\$2,598.50	\$7,610.72	\$1,220.19	\$11,429.41

Agenda Item 8 Page 2 of 3

<sup>\*</sup>This estimate is provided with the understanding that items may be discovered during the repair process that may require additional labor and/or materials to repair. Examples would include, but are not limited to, hidden damages or items that were not clearly visible or known at the time of estimate, damaged internal components, fasteners and pins that may be rusted, seized or broken.

<sup>\*\*</sup>This estimate does not include City, County, State or Federal taxes.

- \*\*\*Transportation or towing of the vehicle is not included in the estimate unless specified.
- \*\*\*\*Freight charges are estimated and may be adjusted to reflect the actual cost incurred on the invoice.

Please sign below to authorize this	estimate		
Printed Name:	P.O.	Date:	
Signature:		Would you like to keep salvageable parts removed from the unit?	
		Yes No	

#### **Altec Service Group Limited Warranty**

Products rebuilt or repaired by Altec Service Group are warranted to be free from defects in material and workmanship at the time of rebuild/repair subject to the following provisions:

- Labor Coverage: For a period of six (6) months following the date of repair, no charge for labor shall be made for a repair or replacement by the Altec Service Group.
- § Travel Coverage: For a period of thirty (30) days following the date of repair, no charge for travel shall be made for a repair or replacement at the customers location by the Altec Service Group.
- Parts Coverage: For a period of one (1) year following the date of repair, Altec will at its option, repair or replace any part found to be defective in material or workmanship at the time of repair.
- § This warranty is limited to parts that are repaired or replaced by the Altec Service Group. Authorization and coverage of this warranty will be at the discretion of the Altec Service Group.
- § Accessory items are excluded from this warranty and will be warranted from the original manufacturer.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.

Ser War 2-10 Altec Industries, Inc.

Office of:

President

To:

**Board of Directors** 

From:

Eric M. Johnson

Subject:

Consider Purchase of 2022 Budgeted

Equipment – Track Loader. (Board Action Required)



Date: May 12, 2022

The purchase of a track loader was included in the 2022 budget. Staff researched equipment from various manufacturers. Both John Deere and Caterpillar have Sourcewell contracts awarded on various models. Staff contacted local dealers for Sourcewell quotes on similar equipment. Quotes were received from Foley Equipment offering the Caterpillar 953-12 at a cost of \$250,126.45 and from Murphy Tractor & Equipment offering the John Deere 655K at a cost of \$243,830.00. Both vendors are offering a \$9,000 trade value for our 1976 track loader.

While both the Caterpillar and the John Deere would perform well, there are some differences to consider.

- Staff has conducted research on both models through customer reviews and finds that the Caterpillar track loaders provide better operational longevity than the John Deere track loaders.
- John Deere offers an extended warranty of 36 mo./2,000 hr. Powertrain & Hydraulic. Caterpillar offers a standard warranty of 12 months with unlimited hours.
- Delivery time is a huge factor to consider. Caterpillar is showing a delivery date of June 2022. John Deere's current availability for new order is November 2022. Recent experience with equipment purchases has shown delivery dates are very unreliable right now.

For the above stated reasons, I am requesting authorization to purchase the Caterpillar 953-12 at a cost of Two Hundred Fifty Thousand One Hundred Twenty-six Dollars and Forty-five Cents (\$250,126.45) from Foley Equipment. While this equipment is \$6,296.45 more than the John Deere 655K, it is being delivered to the dealer next month and can be placed in service soon after that.

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



Quote 192731-01 May 9, 2022

METRO TOPEKA AIRPORT AUTH 6510 SE FORBES AVE STE 1 TOPEKA Kansas 66619-1446

Attention: TERRY POLLEY

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 953-12 Track Loaders

STOCK NUMBER: UGN1268

SERIAL NUMBER: 0LTL00427

YEAR:

SMU:

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

This machine is scheduled to be to our store in June of 2022

This machine has been quoted with Sourcewell Pricing Discounts included in the price given at the end of the quote.

Sincerely,

Tyler Hiltibrand Regional Sales Representative

#### Caterpillar Model: 953-12 Track Loaders

#### STANDARD EQUIPMENT

**POWERTRAIN**, Modular cooling system for engine air, intake, oil and water, Fan radiator, electronically controlled, hydraulically driven, temperature, sensing, on demand, Electro Hydrostatic Control (EHC) for, transmission, Engine idle shutdown, Auto engine speed control, Electric fuel pump, Water separator, Starting aid, glow plug, Caterpillar extended life coolant,

**UNDERCARRIAGE**, Caterpillar heavy duty XL undercarriage, and tracks (37 sections), 1836mm, (72.3") track gauge, Track guiding guards, end section, Track adjuster, hydraulic, Sprocket rims, with replaceable bolt-on, tough steel segments, 6 track rollers per side, with one, upper carrier roller, lifetime, lubricated

ELECTRICAL, 4 halogen lights: 2 facing forward,,

**OPERATOR ENVIRONMENT**, Mirror, rearview, inside, adjustable, Radio ready. Includes radio ready for, 24 V radio, speakers antenna, 12V,

ELECTRICAL, roof mounted, 2 facing rearward,, integrated in the air conditioner unit

**OPERATOR ENVIRONMENT**, Pressurized, sound suppressed,, ROPS/FOPS Cab with tinted glass and, right side sliding window, Air conditioning and heating, Heater / defroster with automatic, temperature control with automatic, blower control, Armrests, adjustable, Electro Hydraulic, seat mounted control, levers with faster processing, Seat belt, retractable, with buckling, indicator on dash

UNDERCARRIAGE, Idlers, conventional type, lifetime, lubricated, Oscillating track roller frames,

**ELECTRICAL**, Alternator, 24 volt, heavy duty, Alarm, backup, Horn, electric, 2 heavy duty batteries, high output, maintenance free, 1120 CCA, Switch, main disconnect, Starter, electric (heavy duty, 24 volt),

OPERATOR ENVIRONMENT, power outlet and USB port 5V supply,

**OTHER STANDARD EQUIPMENT**, Radiator core 6.5fpi, debris resistant, Hinged radiator guard and swing out fan, Guards, full bottom, Ecology drains on hydraulic oil tank, Product Link ready, Oil sampling valves, Hoses, Caterpillar XT, HYDO Advanced 10, 4 x 2 Easy tie-down points on chassis, Implement oil return filter in, hydraulic tank,

**OPERATOR ENVIRONMENT**, Coat hook, Storage compartments under left armrest, Document holder on right console, Floor mat, rubber, heavy duty, Windshield washers and wipers, multiple, speed front and rear, Durable metal roof, Parking brake switch and "brake-on", indicator light, Implement lock-out switch, Durable metal fender, Rearview High Definition camera on, radiator guard (EU5/T4F only), 10 inch color touchscreen display with, integrated rear camera display and, machine slope indicator

OTHER STANDARD EQUIPMENT, Sound suppression, exterior, Z-bar loader linkage, Load sensing implement pump with, variable displacement, Implement cylinders with sensors, Operator programmable lift and tilt, kickouts, Engine enclosure with lockable doors

Agenda Item 9.a. Page 3 of 6

#### SELL PRICE WITH SOURCEWELL DISCOUNTS INCLUDED

LESS GROSS TRADE ALLOWANCE

**NET BALANCE DUE** 

PLUS ANY APPLICABLE TAXES

\$259,126.45

(\$9,000.00)

\$250,126.45

\$250,126.45

#### TRADE-INS

ı	Vlodel	Make	Serial Number	Year	Trade Allowance
9	955L	CATERPILLAR (AA)	85J10739	1976	\$9,000.00

#### WARRANTY

Standard Warranty:

12 months unlimited hours





#### **Quote Summary**

Prepared For:

METROPOLITAN TOPEKA AIRPORT AUTHORITY

PO BOX 19053 **TOPEKA, KS 66619** Business: 785-862-2362 ejohnson@mtaa-topeka.org Prepared By:

**CHRIS CRUM** Murphy Tractor & Equipment

1621 Nw Gage Blvd Topeka, KS 66618 Phone: 785-233-0556 Mobile: 785-260-5206 ccrum@murphytractor.com

Quote Id:

1

26602483

Created On:

02 May 2022 12 May 2022

Last Modified On: **Expiration Date:** 

31 May 2022

**Equipment Summary** 

Extended Qty

JOHN DEERE 655K CRAWLER

LOADER 1

John Deere Extended Warranty-36 mo./2,000 hr. Powertrain & Hydraulic

Warranty

**Equipment Total** 

\$ 252,830.00

Trade In Summary	Qty	Each	Extended
1976 CATERPILLAR 955L - 85J10739	1	\$ 9,000.00	\$ 9,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 9,000.00
Trade In Total			\$ 9,000.00
	Quote S	ummary	
			A 050 000 00

Quote Summary	
Equipment Total	\$ 252,830.00
Trade In	\$ (9,000.00)
SubTotal	\$ 243,830.00
Total	\$ 243,830.00
Balance Due	\$ 243,830.00

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Salesperson	:	Х	



### **Selling Equipment**



Quote Id: 26602483

Customer: METROPOLITAN TOPEKA AIRPORT AUTHORITY

#### **JOHN DEERE 655K CRAWLER LOADER**

**Equipment Notes:** Quoted using Sourcewell Contract:

John Deere: 032119-JDC

MTAA: 207562

Current availability on new order is November.

Hours:

Stock Number:

Code	Description	Qty					
9820T	655K CRAWLER LOADER	1					
	Standard Options - Per Unit						
170K	JDLink™	1					
3010	Joystick Steering with FNR, Variable Speed, Direction Control and Brake	1					
3510	Pedal Hydraulic-Drive Engine Fan	1					
4530	22 In. (560 mm), Closed Center Double Grouser	1					
5085	Cab with Air Conditioner and Heater	1					
5885	Air Suspension Comfort Control High Back Fabric Seat	1					
7120	Dual Axis Joystick Loader Controls With Front Hydraulics	1					
8010	Hydraulic And Hydrostatic Oil - Hydrau	1					
8720	Multi-Purpose Bucket	1					
8820	Bolt-On Segments and Teeth (8)	1					
9070	Fluid Sampling Ports	1					
9340	Retrieval Hitch Loop	1					
9530	Engine Block Heater	1					
B 1 2 2 16 2	Service Agree	ments					
and we have a ground from the College Control College	John Deere Extended Warranty - 36 mo./2,000 hr. Powertrain & Hydraulic Warranty						

Agenda Item 9.a. Page 6 of 6 Office of:

President

To:

**Board of Directors** 

From:

Eric M. Johnson

Subject:

Consider Purchase of 2022 Budgeted

Equipment – Ballistic Vests. (Board Action Required)



Date: May 12, 2022

The MTAA Police and Fire Department is due to replace the ballistic vests worn by our officers. The current vests (Level IIIA) were purchased in March of 2017 and the useful service life has expired. Providing a new vest and carrier for each full and part-time officer will require 25 Ballistic Vests (Level IIIA), and 25 vest Carriers.

Staff learned that Angel Armor was awarded the National Association of State Procurement Officials (NASPO) contract for ballistic vests and that the State of Kansas, along with nearly every state, has signed a cooperating agreement on this contract. Angel Armor, through their local distributor, provided a total price of \$36,360.62, including shipping cost. The product is manufactured in the United States with delivery approximately 45 days from the date of order.

This purchase was anticipated and funds were included in the 2022 budget, however, due to the state of the economy and current demand, the price exceeds the budgeted amount of \$23,000.00. Additional funds are available within the 2022 budget due to cost savings on equipment purchased earlier this year. I recommend the Board of Directors approve the purchase at the quoted price of Thirty-Six Thousand Three Hundred Sixty Dollars and Sixty-two Cents (\$36,360.62).

As always, if you have any questions, please feel free to contact me.



### **Customer Quote**

ASS7 DENROSE CT FORT COLLINS, CO 80524 ANGELARMOR.COM

99JMK - Jake Moomau

Signature:

jesse.claeys@angelarmor.com

Quote #	QUO2465
Quote Date	5/12/2022
Expires:	6/11/2022

Bill To	
Metropolitan Topeka Airport Authority 740 SE Airport Drive Topeka KS 66619 United States	

Ship To Metropolitan Topeka Airport Authority 740 SE Airport Drive Topeka KS 66619 United States

Part Number	Description	Qty	Unit Price	Amount
01-23196-01	RTC QR Carrier, MF, Black, Ultra Premium IIIA	20	1,409.00	28,180.00
01-23040-01	RTC-QR, MF, Black, Ultra Premium Level IIIA 2XL and Larger	5	1,459.00	7,295.00

Subtotal Shipping Cost (FedEx Ground®) Total

35,475.00 885.62 \$36,360.62

Accounts Payable	
Email:	Agenda Item 9.b.
Phone Number:	Page 2 of 2
I authorize the purchase above and acknowledge that I have read and and the Angel Armor, LLC Product Sample Disclaimer located at angel	I accepted the Angel Armor, LLC Terms and Conditions of Sale armor.com/terms-and-conditions/

Date:

## **Activity Report**

## Topeka Regional Airport

FOE				2022	2021		20	20
FAA TOWER OPERATIONS				Accumulated	Y-T-D	Calendar Yr	Y-T-D	Calendar Yr
	Apr-22	Apr-21	Apr-20	Totals Y-T-D	Through Apr	Totals	Through Apr	Totals
Air Carrier	8	6	2	70	47	190	51	87
Air Taxi	57	31	20	190	95	454	117	359
Itinerant General	555	699	274	2,004	2,109	7,806	1,598	6,349
Itinerant Military	407	415	426	1,383	1,377	4,917	1,609	5,778
Local Civil	150	234	143	627	683	2,629	359	1,602
Local Military	1,005	1,263	493	2,927	4,078	12,018	2,726	8,543
GRAND TOTAL	2,182	2,648	1,358	7,201	8,389	28,014	6,460	22,718

			,	2022	20	21	20	20
PASSENGER ACTIVITY				Accumulated	Y-T-D	Calendar Yr	Y-T-D	Calendar Yr
	Apr-22	Apr-21	Apr-20	Totals Y-T-D	Through Apr	Totals	Through Apr	Totals
COMMERCIAL SERVICE								
Passengers Enplaned	-	-	-	-	-	-	-	-
Passengers Deplaned	-	-	-	-	-	-	-	-
Aircraft Landed	-	-	-	-	-	-	-	-
CHARTERS								
Passengers Enplaned	45	49	-	1,457	419	1,649	2,075	2,524
Passengers Deplaned	142	41	-	1,220	514	1,955	2,029	2,456
Aircraft Landed	2	2	1	49	28	47	53	60
MILITARY CHARTERS								
Passengers Enplaned	108	354	-	493	2,486	7,493	-	519
Passengers Deplaned	-	205	-	308	606	3,180	-	83
Aircraft Landed	1	7	-	7	16	112	2	18
Combined Total								
Passengers Enplaned	153	403	-	1,950	2,905	9,142	2,075	3,043
Combined Total								
Passengers Deplaned	142	246	-	1,528	1,120	5,135	2,029	2,539

# Billard Airport

TOP				2022 2021 20		20	20	
FAA TOWER OPERATIONS				Accumulated	Y-T-D	Calendar Yr	Y-T-D	Calendar Yr
	Apr-22	Apr-21	Apr-20	Totals Y-T-D	Through Apr	Totals	Through Apr	Totals
Air Carrier	0	0	0	0	0	3	0	0
Air Taxi	109	52	29	444	182	1,018	271	779
Itinerant General	860	1,194	773	3,009	3,621	11,724	2,962	11,562
Itinerant Military	71	30	15	223	138	462	169	484
Local Civil	350	514	452	1,496	1,680	6,028	1,880	6,764
Local Military	6	0	8	8	52	120	30	154
GRAND TOTAL	1,396	1,790	1,277	5,180	5,673	19,355	5,312	19,743



			NT ACCOUNT								
		A0 01 A	1 1112 00, 2022	`							
		TOTAL	APRIL	30 DAYS	60 DAYS	90 DAYS	120 DAYS		ACT		_
NAME OF BUSINESS		PAST DUE	CHARGES	PAST DUE	PAST DUE	PAST DUE	PAST DUE	T E	L T	A G	L G
								L	R	R	L
TOPEKA REGIONAL BUSINESS CENTER:											
- CURRENT TENANTS -											
ADVANCE STREET ROD DESIGN	RENT/FC	\$10,044.30	\$2,385.95	\$2,350.69		\$2,291.24	\$717.47		X		
BRACKETT INC.	RENT/FC	\$13,084.15	\$4,384.31	\$4,319.52	\$4,317.54	\$62.78	\$0.00	Χ	Х		
F&L ENTERPRISES INC	RENT/FC	\$2,307.83	\$2,307.83	\$0.00	\$0.00	\$0.00	\$0.00	-	X		
TONY LYNCH	RENT/FC	\$1,123.72	\$1,123.72	\$0.00	\$0.00	\$0.00	\$0.00	Χ	Х		
PROMETAL FABRICATION LLC	RENT/FC	\$6,145.19	\$1,158.14	\$1,231.84	\$1,158.14	\$1,239.95		100000000000000000000000000000000000000	X		
RURAL DEVELOPMENT CORP	RENT/FC	\$32,685.71	\$4,449.62	\$417.28	\$411.12	\$405.04	\$27,002.65	X	Х		X
SUBTOTAL		\$65,390.90	\$15,809.57	\$8,319.33	\$8,185.75	\$3,999.01	\$29,077.24				
- VACATED TENANTS -											
								GEN/S			
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
TOPEKA REGIONAL AIRPORT:				<b>表表為特別</b>							
-TENANTS -											
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
- AIRPORT USER LANDING FEES -	1										
ATLAS AIR INC	LANDING FEES	\$475.00			The second secon				X		
EASTERN AIRLINES LLC	LANDING FEES	\$2,670.00		The second secon	THE RESERVE THE PARTY OF THE PA		THE RESERVE AND ADDRESS OF THE PARTY OF THE		X		
MIAMI AIR INTERNATIONAL INC	LANDING FEES	\$2,428.00							X		X
RVR AVIATION	LANDING FEES	\$333.54		The second secon	The second secon				X		
STM CHARTERS	LANDING FEES	\$584.20	\$0.00						X		
UNITED AIRLINES	LANDING FEES	\$161.84	\$0.00	\$0.00	\$0.00	\$0.00	\$161.84	X	X		
				40.17.00	A=0.1.00	44.000.00	24.444.00				
SUBTOTAL		\$6,652.58	\$0.00	\$247.36	\$584.20	\$1,380.00	\$4,441.02				
PHILIP BILLARD:											
BILLARD AIRPORT RESTAURANT	RENT/FC	\$1,198.37	\$1,198.37	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
OUDTOTAL		\$1,198.37	\$1,198.37	\$0.00	\$0.00	\$0.00	\$0.00				
SUBTOTAL		\$1,100.57	ψ1,130.37	ψ0.00	ψ0.00	ψ3.00	ψ3.00				
WATER & SEWER:	MATER	#004.00	0.00	40.00	0.00	0.00	\$831.93	\ \ \	V		100
ADJUTANT GENERAL OF KANSAS ARMY	WATER	\$831.93	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	and the same of th	the state of the same of the s	THE RESERVE OF THE PARTY OF THE	Commence of the Commence of th	and the last of	X	1000	100
RURAL DEVELOPMENT - BLDG 281	WATER/FC	\$119.14							X		1
GRANDMOTHERS	WATER/FC	\$202.95							^		130
SUBTOTAL		\$1,154.02	\$322.09	\$0.00	\$0.00	\$0.00	\$001.90	1		34.2	
GRAND TOTALS		\$74,395.87	\$17,330.03	\$8,566.69	\$8,769.9	\$5,379.01	\$34,350.19				

#### ACTION LEGEND:

TEL - CONTACTED BY TELEPHONE/IN PERSON

LTR - SENT STATEMENT, LETTER, EMAIL

AGR - PAYMENT AGREEMENT

#### Metropolitan Topeka Airport Authority Monthly Leasing Activity Report April 2022

	January 2022 CPI is 7.5%	2% Increase was applied in lieu of CPI	ANNUAL REI	NT
TENANT	•	ADDRESS (FACILITY #)	FROM	ТО
NEW:				
Home Depot USA, Inc.		Parking Lot #18	\$0.00	\$22,472.64
•				
RENEWALS DUE:				000 000 00
Houser Enterprises LLC		438 SE 61st St. (#167)	\$75,276.00	\$66,000.00
OPTIONS:				
A-1 Restaurant & Bar Supply		6534 SE Jabara St. (#252)	\$34,501.50	\$35,191.53
,				
INCREASES:		3600 NE Sardou #15	\$1,260.75	\$1,292.27
Air Explorer Squadron No. 8		6515 SE Johnston St. Lot #10-South	\$3,600.00	\$3,672.00
Henderson, Brad		6530 SE Forbes Ave. (#622)	\$18,235.91	\$18,793.68
Klaton Real Estate, LLC		6520 SE Forbes Ave. (#621)	\$3,084.75	\$3,146.45
LMC Inc		710 SE 70th St. (#629)	\$5,502.47	\$5,612.52
Mark A. Lewis dba MLewis Prop	perties	6620 SE Dwight St. (#300)	\$83,991.06	\$83,718.96
Sports Car Club of America		0020 OL DWIght Ot. (#000)	<b>\$</b>	<b>V</b> == <b>V</b> .
DECREASES:				
R&R Pallet, LLC		501 SE Axton St. (#170A-B-C & Lots #13 & #16)	\$223,411.17	\$208,079.04
, (4), (1)				
MISCELLANEOUS:				
NO	NE		\$0.00	\$0.00
			**MONTHLY INCOME CHA	NGES**
			New Annl. Rate	\$447,979.09
			Old Annl. Rate	\$448,863.61
			Annual Diff.	-\$884.52
			/12	-\$73.71
			Mo. Adj.	\$0.00
			Mo. Incr. (Decr.)	-\$73.71

#### Metropolitan Topeka Airport Authority Monthly Gross Rental Income Report April 2022

#### TOPEKA REGIONAL AIRPORT

	TENANT		FACILITY	MONTHLY RENT
1	Air National Guard		Jt. Use. Agreement	\$5,465.83 *
2	American Flight Museum	1	612	\$1,326.15
3	Combat Air Museum	2,3	602/604	\$295.59
4	Freeman Holdings LLC	4	600	\$1,707.64
	11 11	5	601	\$4,245.59
	0 0	7	609	\$2,531.08
	и п	8	610 - Suite 10,11	\$5,478.30
	u u	9	Land Lease (#613)	\$881.56
	u u	10	619	\$2,342.75
	n u	11	627	\$508.83
	и и	12	697	\$381.84
5	Gary Properties LLC	13	626	\$1,815.68
6	Haselwood Farm Inc.	14	Farm	\$164.73 **
	Haselwood Farm Inc.	15	Farm A	\$104.84 **
	Haselwood Farm Inc.	16	Farm B	\$740.09 **
	Haselwood Farm Inc.	17	Farm C	\$96.58 **
7	Pettit, Brooks	18	603 - 240sf	\$50.00
8	Shawnee County	19	667 (Firing Range)	\$541.85 **
9	Topeka Police Dept.	20	669 (Firing Range)	\$103.09 **
-	•			\$28,782.02

	TENANT		FACILITY	MONTHLY RENT
1	ACA Event Rental LLC	1	260	\$2,348.50
2	AT&T Services, Inc.	2	280	\$472.19
3	Advanced Coatings Inc.	3	137	\$876.04 **
4	A-1 Restaurant and Bar Supply	4	252	\$2,932.63
	A-1 Restaurant and Bar Supply	5	139 (storage)	\$500.00
	A-1 Restaurant and Bar Supply	6	624	\$4,500.00
5	Blue Jazz Java LLP	7	243	\$2,261.43
6	BME Home LLC	8	384	\$4,377.50
7	Brackett, Inc.	9	451	\$4,073.51
8	Concrete Supply of Topeka, Inc.	10,11,12	147-148-149	\$1,714.05
9	F&L Enterprises Inc. dba WOW Truck and RV Wash	13	100	\$1,198.65
10	Federal Aviation Administration	14	620	\$824.94
11	Freeman Holdings LLC	15	178	\$63.71
12	Gainwell Technologies LLC	16,17,18,19	Parking Lots #1, #2, #3, #4	\$903.67
13	Grandmother's Inc.	20	Parking Lot #21	\$1,125.74
14	Groendyke Transport Inc	21	Parking Lot #17 (6N Lot A)	\$643.30
15	Ground 1, LLC	22	Land Lease (#453)	\$6,377.45
16	H2I, LLC	23	Land Lease (#255)	\$680.30
17	Heartland Coca-Cola Bottling Co.	24	Land Lease (#400)	\$2,517.08
18	Henderson, Brad d/b/a Heartland Tree Service	25	Parking Lot #10W (260W)	\$306.00
19	Hinnah, Dan	26	657	\$1,453.33
20	Home Depot USA, Inc.	27,28,29,30,31	Parking Lots #7,#18,#20,#23 & #24	\$5,218.51
21	Houser Enterprises, Inc	32	167	\$5,500.00
22	JSLewis, Inc.	33	415	\$386.92
23	KADA Enterprises LLC	34	Parking Lot #10E (260E)	\$322.22
24	Kansas Sand & Concrete, Inc	35	Parking Lot #16 (Axton Lot A)	\$1,248.25
25	Kirk, Paul L. Sr. dba Advance Street Rod Design	36	140	\$1,768.00
26	Klaton Real Estate, LLC	37	Land & Bldg. Lease (#622)	\$1,566.14
27	Koelling, Michelle & Duke d/b/a MDK	38	801	\$1,250.84
28	LMC, Inc.	39	321	\$590.53
20	n n	40	Land Lease (#383)	\$233.34
	11 11 11	41	Land Lease (#621)	\$262.20
20	Lewis, Mark A. d/b/a M. Lewis Properties	42	248	\$203.28
29	Lewis, Mark A. d/b/a M. Lewis Properties	43	629	\$467.71
20	Lynch Tony C. dha T& I Benair	44	114	\$1,690.97
30	Lynch, Tony C. dba T&J Repair  McPherson Contractors Inc.	45	452	\$1,185.87
31	Mr. O Auto Sales, LLC	46	183	\$347.40
32			123/129	\$554.75
33	Murray, Christopher d/b/a Mid-America Painting	47,48 49	Parking Lot #12 (University/Bleckley	
34	NFI Interactive Logistics LLC	50	181	\$54.28
35	Nzekwe, Chigbo		225	\$1,327.07
36	Phoenix Recovery of Kansas LLC	51	379	\$1,040.76
37	ProMetal Fabrication, LLS	52		\$17,339.92
38	R & R Pallet of Garden City, Inc	53,54,56,57,58	170 ABC & Pkg Lots #13 & #16 Parking Lot #15 (Axton Lot C)	\$566.38
39	Rippe Enterprises	59		\$1,901.20
40	Rural Development Corp.	60	281	
		61,62	638/818	\$1,947.97 \$10,730.03
41	SEKESC - Greenbush	63	605	
42	Sports Car Club of America	64	300	\$6,999.26 \$3,550.10
43	Sunflower Auto Auction, LLC	65	131	\$3,550.10
44	Topeka Construction, LLC	66,67	Land & Bldg. Lease (#449 & #450)	
	и и и	68	Land & Bldg. Lease (#448)	\$337.69
45	T.R. Management Inc.	69	154	\$1,024.88
	н н н	70	344	\$2,413.52
46	UAR Direct, LLC	71	197	\$955.60
47	Vaerus Aviation Inc.	72	151	\$1,362.34

\$1,502.34 \$115,**余ge**nda Item 10.b. Page 4 of 6

	TENAN	Т			FACILITY	MONTHLY RENT	
1	Air Expl	lorer Scouts	Post No. 8	1	15	\$107.69	
2	•	Airport Resta		2	4 - Suite 2	\$1,080.66	
3	H&H Ai	rcraft Servic	e LLC	3	4 - Suite 5	\$1,289.93	
	11	**	u	4	4 - Suites 6,7,8	\$625.00	
	11	1\$	n	5	7	\$1,303.75	
	11	п	ti.	6	10	\$928.51	
	11	11	11	7	12	\$58.95	
	11	11	u	8	T-Hangars, Fuel Farm	\$3,853.08	****
	и	и	11	9	26	\$3,590.06	
5	Heartla	nd Airplanes	s, LLC	10	9	\$258.29	*
6	NOAA	,		11	Weather Station	\$3,536.73	
7	New-Je	etz, LLC		12	Land (#27)	\$599.90	
8		de Farms Ll	_C	13	Farm	\$2,274.78	***
9		er Farms LL		14	Farm	\$2,128.15	***
10		ters Local U		15,16,17	1,2,3	\$2,084.61	
11			ons & Consulting		17	\$1,736.99	
		, .	· ·			\$25,457.08	
							=
GRAN	D TOTALS TENAN			110	FACILITIES	\$170,214.15	

<sup>\*</sup>Paid Quarterly

<sup>\*\*</sup> Paid Semi-Annually

<sup>\*\*\*</sup>Paid Annually

<sup>\*\*\*\*\*</sup>Minimum Guarantee

<sup>&</sup>lt;/>> Lease Expired - Negotiations Incomplete - Holdover Tenancy Payment

Metropolitan Topeka Airport Authority Monthly Lease Income Net Change Report April 2022

	APR	MAR	JAN	JAN	Z	JAN		JAN	JAN	JAN		JAN	JAN	JAN	NAU
	2022	2022	2022	2021	Σ.	2020		2019	2018	2017		2016	2015	2014	2013
TOPEKA REGIONAL AIRPORT TENANTS	<b>б</b>	တ	6		თ	0		თ	10	<b>\</b>	10	10	12	=	7
FACILITIES LEASED	20	20	20		20	21		21	22	.,	22	20	22	26	27
TOPEKA REGIONAL BUSINESS CENTER	- R -											Control of the Contro		e e e e e e e e e e e e e e e e e e e	A SERVICE AND A
TENANTS	47	47	48		44	48		43	44	7	42	39	88	39	36 8
FACILITIES LEASED	72	70	72		69	75		69	69	Ψ	99	22	55	56	28
PHILIP BILLARD AIRPORT						***************************************									- Act and a second seco
TENANTS	~	£	11		12	12		12	14	•	4	13	12	7	Ξ
FACILITIES LEASED	18	18	18		17	17		17	19	•	0	9	27	19	8
	etaataaniahenideepinen seessassassassassassassassassassa	ALE REAL PROPERTY OF THE PROPE	жетрогоров от оттентительный поставлений поста							***************************************	and the second s				
TOTAL	19	<b>V</b>	Q		ŭ	Ö		2	ď	•	α α		69	20	61
	, , , , , , , , , , , , , , , , , , ,	•	•		3 6	, <del>,</del> ,		104	7	, +	- C	9 2	) Ø	. 01	103
racicities leaded					2	-		5	-		2	3	3		-
MONTHLY LEASE INCOME	\$ 170,214	\$ 170,214 \$ 170,288	\$ 175,958	\$ 167,098	↔	168,545	\$ 15	155,936 \$	158,021	\$ 149,460	0 \$ 131,303		\$113,043 \$	\$121,201	\$119,965
NET CHANGE	\$ (74)	\$ (5,670)	\$ 8,860	\$ (1,447)	\$	12,609	\$	(2,085) \$	8,561	\$ 18,157	7 \$ 18,260	€9	(8,158) \$	\$ 1,236	\$ (13,347)

Agenda Item 10.b. Page 6 of 6