

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

Tuesday, July 21, 2020
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 June 16, 2020.
3. Public Comment.
4. Adopt Agenda.

ACTION ITEMS:

5. Presentation of 2019 Audit Report by Berberich Trahan & Co., P.A.
6. Final Review of 2021 Budget and Authorization to Publish the Notice of Public Hearing.
7. Consider WSP USA, Inc.'s On-Call Engineering Services Agreement No. 30900280.
8. Consider Replacement of Emergency Services Vehicle for MTAA Fire Department.

INFORMATION ONLY ITEMS:

9. Monthly Reports:
 - a. Intergovernmental Cooperation Council – No Summer Meetings
 - b. Aviation-Related Issues & Air Service – Eric Johnson
 - c. Economic Development & Leasing Activity – Eric Johnson
 - d. Monthly Financial Reports – Cheryl Trobough
10. Executive Session.



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

Board of Directors

**Metropolitan Topeka Airport Authority
 June 16, 2020**

Work Session – 2021 Budget Workshop.....2:30 PM

Draft #3 of the 2021 Budget was presented to the Board. This draft suggests a mil levy of 1.904, as compared to the 2020 mil levy of 2.037 approved for the 2020 Budget.

Highlighted Changes:

- EXPENSES – After discussions with the MTAA's insurance broker, all lines of insurance were changed to indicate a 20% increase over the March 1, 2020 renewal premiums; Bonding Insurance (31600) increased to \$50,387; Structural Insurance (62000) increased to \$186,673; Airport Liability Insurance (62100) increased to \$26,707; and Vehicle Insurance (71300) increased to \$61,715.
- CAPITAL IMPROVEMENTS – **Vehicles** increased to \$170,000 with allocations of Maintenance–\$60K Two Pickups and \$60K Dump Truck; Police & Fire–\$50K Pickup. **Equipment** increased to \$665,000 with allocations of Maintenance–\$200K Street Sweeper; Police & Fire–\$160K Rapid Intervention Vehicle, \$305K for equipment to include Body Cameras, Tasers, Radios, and Fire Gear and ancillary equipment. **Office Equipment** increased to \$42K for the Admin Office Computer Server replacement; Police & Fire Computer Network design and implementation; and Replacement of entire MTAA Telephone System.

It was discussed that the July 1 valuation will be received in late June to be reviewed at the July Budget Workshop. The Board will approve the budget to publish at the July 21 Board meeting.

Regular Monthly Meeting 3:00 PM

Lisa Stubbs, Board Chair, brought the regular monthly meeting of the MTAA Board of Directors to order at 3:00 PM with the following Board members present: Mike Munson, Jim Rinner and Erica Garcia. Tom Wright was unable to attend. Also in attendance were:

- Jay Freund of WSP USA, Inc.
- Jennifer Kuchinski of WSP USA, Inc.
- Mark Williams of Garver
- Doug Brown of WIBW-TV
- Joseph Hennessy of WIBW-TV
- Walt Frederick of Million Air – Topeka
- Col. J.T. O'Grady, MTAA Police & Fire Dept.
- Maj. Greg Dunn, MTAA Police & Fire Dept.
- Michael Entz of Entz & Entz, P.A.
- Timothy Resner of Frieden & Forbes, LLP – Legal Counsel to the Board

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

Item 1. Notice.

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

Item 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting of April 21, 2020 and May 19, 2020.

Chairwoman Stubbs asked the Board to review the Minutes of the Regularly Scheduled Board Meeting of April 21, 2020 (held via teleconference) and May 19, 2020 and inquired if there were any additions, corrections or comments to the Minutes.

Mr. Rinner moved to approve the Minutes of the Regularly Scheduled Board Meetings of April 21, 2020 and May 19, 2020. Mr. Munson seconded the motion. Motion carried.

Item 3. Public Comment

Chairwoman Stubbs inquired if there was anyone registered to speak during Public Comment. Mr. Johnson replied that there was not.

Item 4. Adopt the Agenda.

Chairwoman Stubbs inquired if there were any changes to the Agenda as presented. Mr. Johnson requested the agenda be amended to include the consideration of the Runway 13-31 Settlement Agreement. Chairwoman Stubbs amended the agenda for the addition of Item 8.a. Consider Approval of Runway 13-31 Settlement Agreement. **Mr. Munson made a motion to adopt the Agenda as amended. Mr. Rinner seconded the motion. Motion carried.**

Item 5. Consider Recommendation of the Selection Committee for the Award of the Five (5) Year On-Call Engineering Contract.

Mr. Munson detailed the RFQ process and explained that the selection committee, comprised of Mr. Munson, Mr. Johnson and Ms. Trobough, scheduled interviews with the two firms, Garver and WSP USA, Inc., which submitted Statements of Qualifications (SOQ) to the MTAA for On-Call services.

Mr. Munson highlighted the interviews and declared that the selection committee determined that both firms were fully qualified to provide the necessary services and both presented very well in their interview.

As spokesperson for the selection committee, Mr. Munson announced the recommendation of the committee is to re-engage WSP USA, Inc. as the MTAA on-call engineering firm for the next five (5) year period. Taking everything into consideration, the committee's recommendation is based upon the belief that the next five years will likely be the busiest time for MTAA projects with the receipt of the CARES Act funding, and it does not appear to be the best time to change firms.

Both firms had representatives in attendance and were provided the opportunity to address the Board.

Mr. Munson made a motion to award the MTAA Five (5) Year On-Call Engineering Contract to WSP USA, Inc. Ms. Garcia seconded the motion. Motion carried with Mr. Rinner abstaining from the vote due to conflict of interest.

Item 6. Consider Approval of MTAA Resolution No. 20-270 Authorizing the Acceptance of the CARES Act Grant Offer Through Federal Aviation Administration.

Mr. Johnson reported that the CARES Act grant offer for Topeka Regional and Philip Billard Airports was received from the Federal Aviation Administration (FAA). He requested the Board of Directors to consider adoption of MTAA Resolution No. 20-270, which authorizes the MTAA President sign in acceptance of the grant offer from the FAA in the amount of Sixteen Million Eight Hundred Ninety-seven Thousand Five Hundred Fifty-five Dollars and No Cents (\$16,897,555.00) for AIP Project #3-20-0113-038-2020.

All projects funded through this grant are 100% funded by the FAA with no matching obligation of MTAA funds. The grant is initially being established for operating and maintenance expenses the MTAA may incur but will be amended for all development projects as approved by the FAA and identified in the on-call engineering agreement.

Mr. Rinner made a motion to adopt Resolution No. 20-270 authorizing Mr. Johnson to sign for the acceptance of the Grant Offer from the Federal Aviation Administration. Mr. Munson seconded the motion. Motion carried.

Item 7. Consider Exercising the Option on Volaire Aviation Consulting Agreement for Air Service Development.

Mr. Johnson reported the MTAA Board of Directors authorized staff to enter into a contract with Volaire Aviation Consulting (VAC) for air service development in May of 2018. Understandably, the air service industry is not in any position to begin looking at new markets right now, but the continuation of this relationship is necessary in order to update materials relative to the Topeka market.

In addition to the typical work performed by VAC, Mr. Johnson feels that a leakage study and a point of origin study should be completed. During a recent conversation with Senator Moran, the Senator indicated he would assist MTAA in the effort to return air service to Topeka. The data that will be identified in these two studies will help make the point that this community is significantly hampered by the lack of viable air service.

The additional cost to complete these studies independently is in excess of \$23,000. Staff has negotiated for both to be completed at a cost of \$20,000.

Mr. Johnson requested 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 and complete the studies identified.

Mr. Rinner made a motion to exercise the 12-month option on the Volaire Aviation Consulting agreement at a monthly cost of Two Thousand Five Hundred Dollars (\$2,500.00) and complete the requested studies at a cost not to exceed Twenty Thousand Dollars (\$20,000.00). Ms. Garcia seconded the motion. Motion carried.

Item 8. Consider Quotes for HVAC Replacement in Building 243.

Mr. Johnson reported that Building #243 is a 18,947 square foot wood frame uninsulated warehouse with office space in the Topeka Regional Business Center. The condition of the building is good and a recent roof inspection and repairs completed by JB Turner & Sons shows the roof to be in good condition as well.

A new five-year lease with a five-year option has been negotiated with the existing tenant. Included in the lease are certain improvements to be made by both the MTAA and the tenant. The tenant has committed to investing nearly \$100,000 improving and expanding the office space, insulating the entire warehouse and installing OSB sheeting after the insulation is in place.

The MTAA will also need to make other improvements which are not specific to the tenant's use. These repairs include bringing the electrical system up to code, replacing the original lighting fixtures throughout the warehouse and replacing the HVAC system for the office space.

Quotes obtained for the replacement of the HVAC system from 3 local vendors as shown below:

VENDOR	EQUIPMENT	COST
McElroy's	Carrier 95% efficient furnace Carrier 5 ton 16 SEER AC Mini split system for office space	\$23,235.00
DeBacker's	Goodman 92% efficient furnace Goodman 5-ton, 16 SEER AC Mini split system for office space	\$22,200.00
David Hochstedler	Arcoaire 95% efficient furnace Arcoaire 5-ton, 14 SEER AC Mini split heat pump system for office space	\$20,750.00

David Hochstedler offered the lowest quote for the work requested. Mr. Johnson requested the Board to authorize staff to enter into a contract with Hochstedler for the HVAC system at Building 243 at a cost of \$20,750.00.

Mr. Rinner made a motion to contract with David Hochstedler for the purchase and installation of the HVAC system in Building #243 for the amount quoted not to exceed Twenty Thousand Seven Hundred Fifty Dollars and No Cents (\$20,750.00). Mr. Munson seconded the motion. Motion carried.

Item 8.a. Consider Approval of Runway 13-31 Settlement Agreement.

Mr. Johnson reported that a Settlement Agreement and Maintenance Bond from Koss Construction for the repairs made to Phase 2 of the Runway 13-31 project was received late on Friday, June 12th. Mr. Michael Entz advised the Board of a discrepancy on the maintenance bond, which identifies the five-years beginning at the completion and acceptance of the project, with the settlement agreement identifying the five-year period beginning once the agreement is signed. Mr. Entz is working to remedy this issue with standardized language to eliminate any confusion later and the revised documents should be available later today.

Mr. Rinner made a motion to authorize Mr. Johnson to sign the settlement agreement as amended by counsel. Mr. Munson seconded the motion. Motion carried.

Information Only Items:

Item 9. Monthly Reports

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

Mr. Johnson provided the following report:

- Taxiway B and C project at Billard is underway. Emery Sapp & Sons is running on schedule and work is moving along. Phase 1A and 1B will be wrapping up shortly. The contractor will begin working both ends of Phase 2 starting tomorrow.
- Pandemic travel numbers – at the lowest point, there were fewer than 100,000 passengers flying in a single day across the country. Prior to the pandemic, this number was normally closer to 2.5 million. The numbers are slowly improving though. Over the last several days, enplanements are edging above 500,000. The leisure traveler is largely responsible for this upward trend.

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

Mr. Johnson provided the following report:

- Conroy Construction has leased Building 225 for the better part of the past three decades. The business is being turned over from father to son and they have moved to a building they purchased on SW 57th St. Staff was recently contacted by a prospective tenant interested in leasing the building as soon as it is available. Work is underway and it should be ready by August 1st. Most of the work is cosmetic (carpet, tile and paint).
- Hangar 609 is currently leased to Freeman Holdings. The lease is due to expire soon and it appears there are other parties interested. The hangar will be advertised and staff will negotiate a lease in the best interest of the MTAA, taxpayers and tenant.

April & May Leasing Activity –

- **LEASE ACTIVITY** (CPI used for April is 2.5% and May is 2.3%)
 - **RENEWED LEASES** – (at CPI Inc)
 - Haselwood Farm (Farms A, B & C)
 - T.R. Management (Bldg. #154)
 - T.R. Management (Bldg. #344)

➤ **OPTIONS EXERCISED**

- Baston Global (Bldg. #657) – (at CPI Inc)
- Gallery Classic, Inc. (Bldg. #384) – (Fixed-rate Inc per lease)
- LMC, Inc. (Bldg. #621) – (at CPI Inc)
- M. Lewis Properties (Bldg. #629) – (at CPI Inc)
- Kada Outdoors LLC (#260E Lot) – (6 mo. Opt - no inc)
- Poppin' Squeeze LLC (Bldg. #180E) – (6 mo. Opt - no inc)
- Rippe Enterprises (Pkg. Lot #15) – (at CPI Inc)
- Topeka Police Department (Firing Range) – Fixed-rate Inc per Lease

➤ **INCREASES –**

- One (1) lease received a Fixed-rate Inc per the lease; One (1) lease was increase to FMV; One (1) lease received a 2.5% increase per the lease terms and two (2) leases received a CPI increase.

➤ **DECREASES**

- Advance Street Rod (#140) – reduction in leased space
- Walga MTC, LLC (PB Bldg. #4 Rm 8) – Did not renew
- Westar Energy (Pkg. Lot #18) – Did not renew at this time

- Rental income increased to \$169,877 or approximately \$2,038,524 per year.

• **DELINQUENT ACCOUNTS (as of 05/31/2020)**

- Paul Kirk dba Advance Street Rod Design – Account is delinquent for some of March charges and all of April and May invoices;
- Tony Lynch – Delinquent for a portion of April and all of May invoices;
- R&R Pallet – Account is delinquent on the February & March invoices – they paid invoices for April & May;
- Rural Development Corporation – Partial payment was received for the March, April & May invoices;
- Adjutant General Kansas (Army NG) – Water/Sewer account is delinquent for March, April & May. Inquiries have not been answered; only thoughts are that since this is the only State account not paid, furloughs must have affected authorizing personnel.

9.c. Monthly Financial Reports – Ms. Trobough

Chairwoman Stubbs requested the presentation of the financial reports be combined for April & May. Ms. Trobough provided the following report:

- The report for the month ending **05/31/20** reflects revenue to be \$225,453 more than budgeted which is a net result from:
 - a. Taxes and Assessments receipts remain at \$84,571 more than the anticipated budget;
 - b. Landing Fees are \$15,261 under budget;
 - c. Contract Agreements are \$5,000 more than budgeted;
 - d. Fuel Flowage Fees are \$17,684 under budget;
 - e. Passenger Facility Charges are \$2,121 more than budgeted;
 - f. Lease & Rental Fees actual income reflects to be \$134,744 more than the budgeted amount;
 - g. Reimbursements total to be \$3,278 ahead of budget;
 - h. CD Interest income is \$30,076 more than the anticipated budget;
 - i. Gain on Sale of Assets is \$3,608 ahead of budget;
 - j. Water/Sewer sales are \$29,731 less than budgeted with Water/Sewer Costs reflecting to be \$23,722 under the budgeted cost.

- Overall, the operating expenses are in-line with the anticipated budget and depict a favorable budget variance of \$449,151.
- There were no Capital Improvement purchases made during the months of April or May.

Mr. Munson moved to accept and file the combined Monthly Financial Reports as presented for the months ended April 30 and May 31, 2020. Mr. Rinner seconded the motion. Motion carried.

Item 10. Executive Session

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

Adjournment

Chairwoman Stubbs asked if there was any further business to discuss, hearing none, she asked for a motion to adjourn. **Mr. Munson made the motion to adjourn. Mr. Rinner seconded the motion and the meeting was adjourned at 4:40 p.m.**

These official minutes were approved by the Board of Directors on July 21, 2020.

Michael R. Munson, Secretary

Office of: President
To: Board of Directors

From: Eric M. Johnson



Subject: **Presentation of the 2019 Audit Report by
Berberich Trahan & Co., P.A. (Board Action Required)**

Date: July 14, 2020



The 2019 Audit Report, as prepared by Berberich Trahan & Co., P.A., will be presented at Tuesday's meeting by Stacey Hammond and Laura Hartley. During the presentation, they will be able to address any questions the Board may have.

Operating in pandemic mode has made this audit process a bit challenging. We should have the final 2019 Audit Report on Monday. It will be delivered to you then so you may have a chance to look it over before the presentation on Tuesday.

After the Board has reviewed and discussed the report, it will be necessary for the Board to take action to accept and file the 2019 Audit Report.

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

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Final Review of 2021 Budget and
Authorization to Publish the Notice
of Public Hearing. (Board Action Required)**



Date: July 14, 2020

Enclosed for the Board's review are Draft #4 of the 2021 Budget and documents provided by the State of Kansas for the completion and submission of the 2021 Budget.

The 2021 levy limit is determined by calculations on the Computation page of the State of Kansas' budget forms. According to this computation, the MTAA's maximum Ad Valorem tax levy for 2021 without requiring the adoption of a resolution and publication of the budget approval vote is \$3,654,826.

Based upon the budget as presented, the mill levy for the 2021 budget is 2.030 and the MTAA's Ad Valorem tax levy will be \$3,595,278. Therefore, a resolution and published Notice of Vote **will not** be required this year.

After the Budget Work Session, any changes to the itemized budget form made during the meeting will be reflected on the State's form and provided to the Board for their review and approval for publication.

Plans are to publish the notice immediately on the MTAA website and in the Topeka Metro News on July 27 to satisfy the requirement of publication ten (10) days prior to the Public Hearing on August 11, 2020.

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

Computation to Determine Limit for 2021

	Amount of Levy
1. Total tax levy amount in 2020 budget	+ \$ <u>3,518,827</u>
2. Debt service levy in 2020 budget	- \$ <u>0</u>
3. Tax levy excluding debt service	\$ <u>3,518,827</u>

2020 Valuation Information for Valuation Adjustments

4. New improvements for 2020:	+ <u>20,996,167</u>	
5. Increase in personal property for 2020:		
5a. Personal property 2020	+ <u>36,996,281</u>	
5b. Personal property 2019	- <u>39,498,450</u>	
5c. Increase in personal property (5a minus 5b)	+ <u>0</u>	
		(Use Only if > 0)
6. Valuation of property that has changed in use during 2020:	<u>14,832,817</u>	
7. Total valuation adjustment (sum of 4, 5c, 6)	<u>35,828,984</u>	
8. Total estimated valuation July, 1,2020	<u>1,770,983,337</u>	
9. Total valuation less valuation adjustment (8 minus 7)	<u>1,735,154,353</u>	
10. Factor for increase (7 divided by 9)	<u>0.02065</u>	
11. Amount of increase (10 times 3)	+ \$ <u>72,660</u>	
12. 2021 budget tax levy, excluding debt service, prior to CPI adjustment (3 plus 11)	\$ <u><u>3,591,487</u></u>	
13. Debt service levy in this 2021 budget	<u>0</u>	
14. 2021 budget tax levy, including debt service, prior to CPI adjustment (12 plus 13)	<u><u>3,591,487</u></u>	
15. Consumer Price Index for all urban consumers for calendar year 2019	<u>0.018</u>	
16. Consumer Price Index adjustment (3 times 15)	\$ <u>63,339</u>	
17. Maximum levy for budget year 2021, including debt service, not requiring 'notice of vote publication' or adoption of a resolution prior to adoption of the budget (14 plus 16)	\$ <u><u>3,654,826</u></u>	

If the 2021 adopted budget includes a total property tax levy exceeding the dollar amount in line 17 you must, prior to adoption of such budget, adopt a resolution authorizing such levy and, subsequent to adoption of such budget, publish notice of vote by the governing body to adopt such budget in the official county newspaper and attach a copy of the published notice to this budget.

In no event will published notice of the vote be required if the total budget year tax levy is \$1,000 or less.

NOTICE OF BUDGET HEARING

State of Kansas
Special District
2021

The governing body of
Metropolitan Topeka Airport Authority
Shawnee County

will meet on August 11, 2020 at 2:30 PM at MTAA Administrative Office, 6510 SE Forbes Ave., Topeka, KS 66619 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to levied. Detailed budget information is available at Office of the MTAA President and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2021 Expenditures and Amount of 2020 Ad Valorem Tax establish the maximum limits of the 2021 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual 2019		Current Year Estimate for 2020		Proposed Budget Year for 2021		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2020 Ad Valorem Tax	Estimate Tax Rate*
General	5,910,986	2.037	7,228,384	2.037	8,215,027	3,595,278	2.030
Debt Service							
Non-Budgeted Funds	8,593,651						
Totals	14,504,637	2.037	7,228,384	2.037	8,215,027	3,595,278	2.030
Less: Transfers	0		0		0		
Net Expenditures	14,504,637		7,228,384		8,215,027		
Total Tax Levied	3,449,180		3,518,827		xxxxxxxxxxxxxxxxxxxx		
Assessed Valuation	1,695,209,894		1,730,405,521		1,770,983,337		

Outstanding Indebtedness,

Jan 1,	2018	2019	2020
G.O. Bonds	0	0	0
Revenue Bonds	0	0	0
Other	664,975	525,078	380,797
Lease Pur. Princ.	0	0	0
Total	664,975	525,078	380,797

*Tax rates are expressed in mills.

//Lisa D. Stubbs//

Chair of the Board

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider WSP USA, Inc.'s On-Call Engineering Services Agreement No. 30900280. (Board Action Required)**



Date: July 14, 2020

At the June 2020 Board of Directors meeting, WSP USA, Inc. was selected as the On-Call Engineer for the MTAA's AIP and CARES Act - eligible projects at both Topeka Regional and Philip Billard Airports. WSP USA, Inc. recently submitted the contract documents for the on-call engineering services and we have forwarded those to MTAA counsel for review.

This contract establishes the agreement for service but does not address the costs associated with the individual projects. When a task order is presented, we will negotiate the cost at that time. We are required by the Federal Aviation Administration to obtain an Independent Fee Analysis (IFA) for each task order. The IFA is used to assist us with determining a fair value for the services provided and is an essential tool during negotiations of those fees.

I request the Board authorize me to sign, subject to legal approval, the contract with WSP USA, Inc. for the MTAA On-Call Aviation A/E Services agreement.

PROFESSIONAL SERVICES AGREEMENT

WSP Agreement No. 30900280

THIS Agreement is made and entered in this _____ day of _____, 2020, 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", "Consultant" or "Contractor/Vendor").

WITNESSETH:

WHEREAS, the parties desire to enter into an agreement to facilitate WSP providing to OWNER desired Professional Aviation Architectural and Engineering Services for those projects listed on Exhibit D hereto and any other projects the parties may subsequently agree to add (hereinafter called the "SERVICES"); and

WHEREAS, the OWNER has solicited proposals from engineering companies, including WSP to provide the SERVICES; and

WHEREAS, WSP has submitted a proposal to the OWNER dated June 2, 2020; and

WHEREAS, the OWNER on June 16, 2020 selected WSP to perform the SERVICES pursuant to a subsequent agreement.

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

FIRST: SCOPE OF SERVICES AND SCHEDULE

The SERVICES which WSP agrees to furnish to the OWNER may include, but are not limited to: planning, design (including preparation of project specific construction plans and specifications), bidding, and construction phases including special services for project partially or wholly funded under the Federal Aviation Administration (FAA)

PROFESSIONAL SERVICES AGREEMENT

Coronavirus Aid, Relief, and Economic Security (CARES) Act, the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), for projects funded under MTAA budgets, or for projects funded under other funding sources administered by the MTAA. WSP shall visit the project site at intervals appropriate to the state of construction to become generally familiar with the progress of the work being done and to determine if the work is being performed in accordance with the applicable plans and specifications. WSP shall keep the OWNER reasonably informed of the progress and shall inform the OWNER if the observed work is not being performed in accordance with applicable plans and specifications. WSP shall review and provide recommendations regarding approval of all requests for payment submitted by contractors and shall determine and certify the date of substantial and final completion of work done by contractors.

Each task which OWNER wishes WSP to perform will be defined in individual Task Orders between the parties. When the OWNER determines a need for SERVICES, the OWNER will notify WSP of this need, and WSP will develop a proposal for each task order.

Proposals shall contain scope, estimated costs and schedule. WSP shall proceed with the work and SERVICES for that task(s) as agreed after receipt of a written Notice to Proceed issued by the OWNER. Each Task Order shall be in the form of Task Order included in Exhibit A.

The provisions of this Professional Services Agreement shall be incorporated into and become part of each Task Order. Task Orders may contain additional provisions specific to Service authorized for the purpose of expanding upon certain aspects of this Agreement which pertain to the SERVICES to be undertaken. Such supplemental instruction or provision shall not be construed as a modification to this Agreement, unless expressly provided therein.

WSP shall perform the SERVICES in accordance with Schedule set forth in each Task Order.

Subject to the provisions of Article EIGHTH, the Period of Service of this Agreement shall be for five (5) years from the date of this agreement.

PROFESSIONAL SERVICES AGREEMENT

SECOND: COMPENSATION

As consideration for providing the SERVICES, the OWNER shall compensate WSP those amounts set forth in each Task Order, on either a fixed price or cost reimbursable basis.

THIRD: PAYMENT

WSP will prepare invoices for interim payments on WSP's standard form and submit every four (4) weeks to OWNER.

- a) For Firm Fixed Price Task Orders: Each invoice shall be prepared to request payment of the portion of the fixed price amount in proportion to the percentage of SERVICES rendered during the invoice period to the total of SERVICES to be provided hereunder.
- b) For Cost Reimbursable Task Orders: Each invoice will be prepared to request payment of the amount due based on the hours expended on the scope of work and the hourly billing rates included in each task order cost proposal.

Unless the OWNER contests an amount contained in an invoice, such invoices shall be paid to WSP by the OWNER within fourteen (14) days of presentation to the OWNER.

WSP shall have the right, without penalty, to suspend performance hereunder in the event any uncontested amount of one of its invoice(s) remain unpaid forty-five (45) days after presentation to the OWNER. In addition to the foregoing, said failure to pay any uncontested amount of one of WSP's invoice within sixty (60) days of presentation to the OWNER shall be deemed a substantial failure of OWNER entitling WSP to terminate this Agreement in accordance with provisions of Article EIGHTH entitled, "TERMINATION".

PROFESSIONAL SERVICES AGREEMENT

FOURTH: INSURANCE

WSP shall effect and maintain or cause to be maintained during the performance of the Agreement, the following insurance at WSP's own expense. The coverage requirements shall be as follows:

A. Worker's Compensation and Employers Liability Insurance

Coverage to include all Statutory Workers Compensation benefits payable to the employees of WSP who may sustain work-related injuries or diseases. Such insurance shall include a waiver of subrogation in favor of the OWNER. Such insurance shall include Employer's Liability Coverage in the amount of \$1,000,000 each accident/disease-policy limit/disease-each employee.

B. Commercial General Liability and Contractual Liability - \$1,000,000 per occurrence and in the aggregate

OWNER must be named as an additional insured. Such insurance shall include a waiver of subrogation in favor of the OWNER.

C. Automobile Liability - \$1,000,000 per accident

Coverage must be written on an "any auto" basis. OWNER must be named as additional insured and such insurance shall include a waiver of subrogation in favor of OWNER.

D. Professional Liability (Required if performing Professional Services) - \$2,000,000 per claim and aggregate

Coverage to include WSP's legal liability for damages to the extent caused by WSP's negligent performance of professional SERVICES on this PROJECT.

WSP shall furnish the OWNER with a certificate(s) of insurance showing WSP has complied with this Article, which certificates shall provide that thirty (30) days written notification of cancellation or amendment of the policies shall be given to the OWNER.

PROFESSIONAL SERVICES AGREEMENT

FIFTH: STANDARD OF CARE AND LIMITATION OF LIABILITY

The standard of care for all SERVICES performed or furnished by WSP and its subconsultants will be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and in the same or similar locality.

WSP MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Both parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The mutual waiver is applicable to all consequential damages due to either party's termination in accordance with the provisions of Article EIGHTH.

WSP hereby agrees to indemnify, keep and save harmless OWNER, its respective board members, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses, expenses, including attorney's fees, but only to the extent resulting or arising from the errors, omissions, or negligent acts of WSP or any of its employees, agents, consultants or subcontractors arising out of or resulting from the performance of service or work under this Agreement.

SIXTH: CHANGES AND EXTRA SERVICES

The OWNER may make changes within the general scope of this Agreement or to the SERVICES to be performed under a particular Task Order. If WSP is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, WSP shall so notify the OWNER of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. WSP may initiate such notification upon identifying a condition which may change the SERVICES agreed to in a particular Task Order.

PROFESSIONAL SERVICES AGREEMENT

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change. In the event that agreement cannot be reached by the parties hereto as to a particular change, the issue shall be resolved pursuant to Article TENTH, "DISPUTES".

The OWNER may request WSP to perform extra services not covered by an individual Task Order and WSP shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

WSP shall perform extra services only upon execution of such written amendment.

SEVENTH: DELAYS

WSP shall perform its SERVICES with due diligence upon receipt of a written Notice to Proceed from the OWNER. The OWNER may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its SERVICES is delayed by causes beyond the reasonable control of WSP, and without the fault or negligence of WSP, the time and total compensation for the performance of the SERVICES shall be equitably adjusted by written amendment to reflect the extent WSP was actually damaged because of such delay. WSP shall provide the OWNER with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by WSP to mitigate the effect of such delay.

EIGHTH: TERMINATION

This Agreement may be terminated by either party hereto upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by either party for its convenience or because (i) the parties

PROFESSIONAL SERVICES AGREEMENT

cannot agree on the terms of a Task Order or (ii) a Task Order has been permanently abandoned, but only upon fourteen (14) days written notice to the other party.

In the event of termination by either party for substantial failure of the other party to perform in accordance with the terms of this Agreement or for any other reason, WSP shall be compensated for all services performed and costs incurred up to the effective date of termination for which WSP has not been previously compensated.

Upon receipt of notice of termination from the OWNER, WSP shall discontinue the SERVICES, and upon receipt of final payment from the OWNER, WSP shall deliver to the OWNER the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by WSP in the performance of this Agreement, whether completed or in progress subject to Article FIFTH, "STANDARD OF CARE and LIMITATION OF LIABILITY" and Article NINTH, "OWNERSHIP OF DOCUMENTS".

NINTH: OWNERSHIP OF DOCUMENTS

The parties hereto agree that WSP shall retain possession, rights, title and interest including without limitation copyright of all drawings, specifications, and other documents when its SERVICES have been completed. WSP grants the OWNER a nonexclusive license to reproduce the drawings, specifications and other documents prepared under this Agreement provided that the OWNER complies with all of its obligations under this Agreement. Such documents shall not be reused either for additional services on this PROJECT to be done by others, or on other projects, without the prior written consent of WSP. Such consent shall stipulate what, if any, additional compensation shall be paid to WSP for such reuse of documents by the OWNER.

In the event of any reuse or other use by the OWNER of the drawings, specifications, and other documents furnished by WSP hereunder, the OWNER shall indemnify, defend, and hold harmless WSP from and against any and all claims, suits, actions, judgments,

PROFESSIONAL SERVICES AGREEMENT

demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

TENTH: DISPUTES

Any and all claims, disputes, and other matters in question arising out of or relating to this Agreement and any Task Order entered into pursuant hereto or the breach thereof which are not disposed of by mutual agreement of the parties hereto shall be submitted to arbitration conducted and governed by the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the execution of this Agreement. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

The party requesting such arbitration shall file notice of the demand for arbitration in writing with the other party hereto and with the American Arbitration Association. In no event shall the demand for arbitration be made after the date when institution of an action at law or in equity based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered at such arbitration shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law and fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

WSP agrees that it shall incorporate into any contract form it drafts for OWNER as part of providing the SERVICES provisions that will facilitate consolidation as provided above and will provide that any arbitration will be conducted in Topeka, Kansas.

PROFESSIONAL SERVICES AGREEMENT

The parties agree that any arbitration shall be conducted in Topeka, Kansas.

ELEVENTH: NOTIFICATION

Subject to a subsequent written notification of a change in addressee, all notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO OWNER: Metropolitan Topeka Airport Authority
6510 SE Forbes Avenue, Suite 1
Topeka, Kansas 66619
ATTENTION: Eric M. Johnson, President & Dir. of Airports

TO WSP: WSP USA Inc.
300 Wyandotte, Suite 200
Kansas City, Missouri 64105
ATTENTION: Joseph "Jay" R. Freund, PE, Project Manager

TWELFTH: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

THIRTEENTH: COMPLIANCE WITH LAWS

WSP, its employees and representatives shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules and regulations (including professional licensing requirements) in effect at the time the SERVICES are performed and acquire all permits required to perform its SERVICES.

PROFESSIONAL SERVICES AGREEMENT

FOURTEENTH: EXTENT OF AGREEMENT

This Agreement and the terms of each Task Order entered into pursuant hereto represent the entire and integrated agreement between the OWNER and WSP and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the SERVICES. This Agreement shall apply only to those projects listed on Exhibit D hereto unless the parties subsequently agree to add others. OWNER's ability to negotiate with and contract with WSP or any other person or entity for projects not listed on Exhibit D hereto shall not be limited or affected by this agreement. Nothing in this Agreement shall be construed to obligate the OWNER to undertake any project listed in Exhibit D. The parties contemplate that a project will not be undertaken unless the OWNER determines in its discretion that sufficient funding is available.

FIFTEENTH: NON-ASSIGNABILITY

WSP may not assign this Agreement without the prior written consent of OWNER.

SIXTEENTH: INCORPORATED PROVISIONS

The parties acknowledge that this Agreement is subject to the Kansas Cash Basis Law, the provisions of which are incorporated herein by reference. The parties also agree that the Kansas contract provisions and the federal contract provisions contained in the documents attached hereto as Exhibit B and Exhibit C respectively are incorporated herein by reference.

PROFESSIONAL SERVICES AGREEMENT

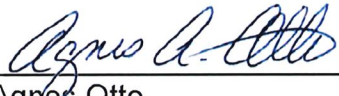
IN WITNESS WHEREOF, this Agreement has been executed by the OWNER and WSP, effective from the day and year first written above.

METROPOLITAN TOPEKA AIRPORT AUTHORITY

By: _____
Eric M. Johnson
President and Director of Airports

Date: _____, 2020

WSP USA Inc.

By:  _____
Agnes Otto
Vice President – Area Manager

Date: 13 July _____, 2020

PROFESSIONAL SERVICES AGREEMENT

Exhibit A

Form of Task Order

PROFESSIONAL SERVICES AGREEMENT

WSP Agreement No. - _____

Task Order No. _____

This **Task Order No.** ___ is made and entered into this ____ day of _____, 20____, 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 **(insert agreement date)** (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:

2. **Schedule**

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

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 A for an estimated amount of _____.

4. Both parties agree that this **Task Order No.** ___ 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.** ___ 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
Agnes Otto
Vice President – Area Manager

Typed Name/Title

Date of Signature

Date of Signature

EXHIBIT B

MTAA 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 _____, 2020 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 the Agreement at the end of its current fiscal year. The MTAA agrees to give written notice 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 fiscal year, to take possession of any of its equipment, leased or otherwise, provided to the MTAA under the contract. The MTAA will pay to the Contractor/Vendor 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.

2020 On-Call Architectural / Engineering Services Agreement
Metropolitan Topeka Airport Authority & WSP USA, Inc.
Exhibit B – MTAA Standard Provisions

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:

By: 

Print Name: Agnes Otto

Title: Sr. Area Manager

Date: 13 JULY 2020

METROPOLITAN TOPEKA AIRPORT AUTHORITY

By: Eric M. Johnson

Title: President/Director of Airports

Date: _____

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor/consultant has full responsibility to monitor compliance to the referenced statute or regulation. The contractor/consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

EXHIBIT D – COVERED PROJECTS

Phillip Billard Municipal Airport (TOP)

1. Reconstruction of Runway 18/36 Threshold
2. Reconstruction of Runway Lighting 18/36
3. Construction of a Connecting Taxiway from the Runway 13 Threshold to the Reconstructed Runway 18 Threshold
4. Construction of T-Hangar Taxilane to Taxiway Bravo
5. Rehabilitation of T-Hangar Taxilane
6. Mill & Overlay Runway 13-31
7. Rehabilitate Terminal Parking Lot
8. Pavement Condition Survey and Update Pavement Management System
9. Rehabilitation/Reconstruction of Airport Access Road
10. Construction of New Terminal Building
11. Construction of New T-Hangars
12. Construction of Self-Fueling Facility

Topeka Regional Airport (FOE)

1. Reconstruction of 700' & Rehabilitation of 1400' of Taxiway Alpha
2. Reconstruction of 2000' of Taxiway Alpha Edge Lighting System
3. Reconstruction of 4800' of Taxiway Alpha
4. Reconstruction of 4800' of Taxiway Alpha Lighting System
5. Reconstruction of 2800' of Taxiway Alpha
6. Rehabilitation of Runway 03/21
7. Rehabilitation of 80,000 sq.yds. of Charter Apron
8. Construction of Snow Removal Equipment Storage Facility with Maintenance Shop and Sand Bay
9. Pavement Condition Survey and Update Pavement Management System
10. Replacement of Jet Bridge on the south side of terminal
11. Construction of Regional Jet Bridge on the north side of terminal
12. Construction of New Fuel Farm
13. Mill & Overlay Terminal Parking Lot (areas not recently improved)
14. Mill & Overlay of Airport East and West Drives including terminal loop

Office of: President

To: Board of Directors

From: Eric M. Johnson



Subject: **Consider Replacement of Emergency Services Vehicle for MTAA Fire Department. (Board Action Required)**



MTAA

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Date: July 17, 2020

In October 2006, the MTAA purchased two 1992 Spartan fire engines. While these have been good trucks for many years, we have experienced a total failure of one truck and major issue with the other. We will be purchasing a new fire engine this year but will still require a reserve engine. Staff has researched repair costs for the better truck. After considering the cost of repair and the overall condition of the truck with more than 113,000 miles on it, we believe a better approach would be to replace it with a good used truck.

Staff has researched potential options and identified several trucks that can be purchased for approximately the same as the repair would cost. These trucks have significantly fewer miles on them and should last several years. Once the new fire truck is purchased and placed in service later this year, this used truck would be placed in reserve.

I recommend the Board authorize staff to continue negotiating the purchase of a pre-owned fire engine at a cost not to exceed \$30,000.00. If possible, we would prefer to purchase a truck locally in the Topeka area. However, there are several available in the Midwest and in the East Coast regions.

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

Activity Report



Topeka Regional Airport

FOE FAA TOWER OPERATIONS	Jun-20	Jun-19	Jun-18	2020			2019		2018	
				Accumulated Totals Y-T-D	Y-T-D Through June	Calendar Yr Totals	Y-T-D Through June	Calendar Yr Totals		
Air Carrier	0	3	5	51	170	265	92	126		
Air Taxi	31	21	42	178	173	373	226	390		
Itinerant General	478	588	444	2,485	2,216	5,007	2,282	4,283		
Itinerant Military	656	624	147	2,725	2,742	5,765	1,506	2,503		
Local Civil	100	66	25	503	352	710	237	425		
Local Military	884	642	19	4,198	2,977	6,475	1,155	1,915		
GRAND TOTAL	2,149	1,944	682	10,140	8,630	18,595	5,498	9,642		

PASSENGER ACTIVITY	Jun-20	Jun-19	Jun-18	2020			2019		2018	
				Accumulated Totals Y-T-D	Y-T-D Through June	Calendar Yr Totals	Y-T-D Through June	Calendar Yr Totals		
COMMERCIAL SERVICE										
Passengers Enplaned	-	-	-	-	-	-	-	-		
Passengers Deplaned	-	-	-	-	-	-	-	-		
Aircraft Landed	-	-	-	-	-	-	-	-		
CHARTERS										
Passengers Enplaned	-	-	188	2,075	2,201	4,663	1,716	3,288		
Passengers Deplaned	-	-	215	2,029	1,804	3,853	1,789	3,077		
Aircraft Landed	-	-	4	53	52	90	53	76		
MILITARY CHARTERS										
Passengers Enplaned	-	-	-	-	8,490	8,539	721	721		
Passengers Deplaned	83	96	-	83	3,571	9,242	407	407		
Aircraft Landed	1	2	-	3	57	117	14	27		
Combined Total Passengers Enplaned	-	-	188	2,075	10,691	13,202	2,437	4,009		
Combined Total Passengers Deplaned	83	96	215	2,112	5,375	13,095	2,196	3,484		



Billard Airport

TOP FAA TOWER OPERATIONS	Jun-20	Jun-19	Jun-18	2020			2019		2018	
				Accumulated Totals Y-T-D	Y-T-D Through June	Calendar Yr Totals	Y-T-D Through June	Calendar Yr Totals		
Air Carrier	0	0	0	0	0	19	2	6		
Air Taxi	68	67	200	393	484	1,163	984	1,704		
Itinerant General	980	1,323	962	4,768	5,332	11,637	6,219	10,258		
Itinerant Military	36	62	91	219	353	733	699	1,129		
Local Civil	280	616	496	2,550	2,904	5,992	3,802	6,104		
Local Military	12	0	4	76	6	22	52	56		
GRAND TOTAL	1,376	2,068	1,753	8,006	9,079	19,566	11,758	19,257		

**DELINQUENT ACCOUNTS
 AS OF JUNE 30, 2020**

NAME OF BUSINESS		TOTAL PAST DUE	JUNE CHARGES	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120 DAYS PAST DUE	ACTION			
								T E L	L R	A G R	L G L
TOPEKA REGIONAL BUSINESS CENTER:											
- CURRENT TENANTS -											
ADVANCE STREET ROD	RENT	\$9,722.39	\$2,244.12	\$2,244.12	\$3,230.82	\$2,003.33	\$0.00	X	X		
LYNCH, TONY	RENT	\$2,436.34	\$1,681.00	\$755.34	\$0.00	\$0.00	\$0.00	X	X		
PROMETAL FABRICATION LLC	RENT	\$1,074.57	\$1,074.57	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
R & R PALLET, INC	RENT	\$804.83	\$804.83	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
RURAL DEVELOPMENT CORP	RENT	\$15,447.52	\$3,861.88	\$3,861.88	\$3,861.88	\$3,861.88	\$0.00				X
SUBTOTAL		\$29,485.65	\$9,666.40	\$6,861.34	\$7,092.70	\$5,865.21	\$0.00				
- 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 -											
ELITE AIRWAYS LLC	LANDING FEES	\$1,718.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,718.00	X	X		
MIAMI AIR INTERNATIONAL	LANDING FEES	\$2,428.00	\$0.00	\$0.00	\$0.00	\$2,428.00	\$0.00				X
SWIFT AIR LLC	LANDING FEES	\$4,982.90	\$0.00	\$0.00	\$1,145.00	\$1,995.50	\$1,842.40	X	X		
SUBTOTAL		\$9,128.90	\$0.00	\$0.00	\$1,145.00	\$4,423.50	\$3,560.40				
PHILIP BILLARD:											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
WATER & SEWER:											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
GRAND TOTALS		\$38,614.55	\$9,666.40	\$6,861.34	\$8,237.70	\$10,288.71	\$3,560.40				

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

Metropolitan Topeka Airport Authority
 Monthly Leasing Activity Report
 June 2020

March 2020 CPI is 1.5%

ANNUAL RENT

TENANT	ADDRESS (FACILITY #)		FROM	TO
NEW:				
	NONE		\$0.00	\$0.00
RENEWALS DUE:				
	NONE		\$0.00	\$0.00
OPTIONS: (*Due to COVID-19 Hardships, rate increases are deferred until 07/01/2020)				
M. Lewis Properties	6625 SE Jabara St. (Bldg. #248)	*	\$2,342.40	\$2,377.54
INCREASES: (*Due to COVID-19 Hardships, rate increases are deferred until 07/01/2020)				
A1 Restaurant & Bar Supply House, LLC	6540 SE Johnston St. (#260)	*	\$26,400.00	\$26,928.00
DECREASES:				
	NONE		\$0.00	\$0.00
MISCELLANEOUS:				
	NONE		\$0.00	\$0.00

****MONTHLY INCOME CHANGES****

New Annl. Rate	\$29,305.54
Old Annl. Rate	\$28,742.40
Annual Diff.	\$563.14
/12	\$46.93
Mo. Adj.	\$0.00
Mo. Incr. (Decr.)	\$46.93

Metropolitan Topeka Airport Authority
 Monthly Gross Rental Income Report
 June 2020

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	\$281.23
4	Freeman Holdings LLC	4	600	\$1,604.11
	" "	5	601	\$4,062.28
	" "	6	178	\$60.61
	" "	7	609	\$2,354.31
	" "	8	610 - Suite 10,11	\$5,265.57
	" "	9	Land Lease (#613)	\$769.99
	" "	10	619	\$2,269.58
	" "	11	627	\$491.97
	" "	12	697	\$375.46
5	Gary Properties LLC	13	626	\$1,755.50
6	Haselwood Farm Inc.	14	Farm	\$159.59 ***
	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)	\$509.00 ****
9	Topeka Police Dept.	20	669 (Firing Range)	\$101.36 ***
				\$27,774.40

TENANT		FACILITY	MONTHLY RENT
1	A-1 Restaurant and Bar Supply	1 252	\$2,750.00
	A-1 Restaurant and Bar Supply	2 139 (storage)	\$500.00
	A-1 Restaurant and Bar Supply	3 260	\$2,244.00
2	AT&T Services, Inc.	4 280	\$472.19
3	Advanced Coatings Inc.	5 137	\$842.02 ***
4	Baston Global	6 657	\$1,547.81
5	Blue Jazz Java LLP	7 243	\$2,173.62
6	Brackett, Inc.	8 451	\$3,915.33
7	Chigbo Nzewke	9 181	\$52.17
8	Coca-Cola Enterprises, Inc.	10 Land Lease (#400)	\$1,921.00
9	Concrete Supply of Topeka, Inc.	11,12,13 147-148-149	\$1,603.78
10	DXC Technology	14 Parking Lot #1	\$257.91
	" " "	15 Parking Lot #2	\$257.91
	" " "	16 Parking Lot #3	\$106.08
	" " "	17 Parking Lot #4	\$246.70
11	F&L Enterprises Inc. dba WOW Truck and RV Wash	18 100	\$1,116.00
12	Federal Aviation Administration	19 620	\$862.27
13	FedEx Freight	20 Lot	\$600.00
14	Gallery Classic, Inc.	21 384	\$4,377.50
15	Groendyke Transport Inc	22 6N Lot A	\$618.32
16	Ground 1, LLC	23 Land Lease (#453)	\$5,798.61
17	H2I, LLC	24 Land Lease (#255)	\$659.05
18	Henderson, Brad d/b/a Heartland Tree Service	25 260W Parking Lot	\$300.00
19	Houser Enterprises, Inc	26 167	\$6,150.00
20	JSLewis, Inc.	27 415	\$368.12
21	Joe Conroy Contractor Inc	28 225	\$1,263.87
22	KADA Enterprises LLC	29 260E Parking Lot	\$300.00
23	Kansas Sand & Concrete, Inc	30 Axton St - Lot A	\$1,170.21
24	Kirk, Paul L.	31 140	\$1,733.33
25	Klaton Real Estate, LLC	32 Land & Bldg. Lease (#622)	\$1,490.70
26	Koelling, Michelle & Duke d/b/a MDK	33 801	\$1,190.09
27	LMC, Inc.	34 321	\$367.55
	" " "	35 Land Lease (#383)	\$226.06
	" " "	36 820	\$1,138.55
	" " "	37 Land Lease (#621)	\$253.51
28	Lewis, Mark A. d/b/a M. Lewis Properties	38 248	\$198.13
	" " "	39 629	\$452.21
29	Lynch, Tony C. d/b/a T&J Repair	40 114	\$1,574.37
30	MAXIMUS, Inc.	41 Parking Lot #6	\$718.94
31	McPherson Contractors Inc.	42 452	\$1,104.10
32	Mr. O Auto Sales, LLC	43 183	\$323.45
33	Murray, Christopher d/b/a Mid-America Painting	44,45 123/129	\$533.21
34	NFI Interactive Logistics LLC	46 University & Bleckley Lot	\$358.86
35	Poppin' Squeeze	47 180-E	\$1,358.58
36	ProMetal Fabrication, LLS	48 379	\$969.00
37	R & R Pallet of Garden City, Inc	49 170 A	\$6,307.86
	R & R Pallet of Garden City, Inc	50,51,52 170 B/C & Axton Lot B	\$10,860.81
	R & R Pallet of Garden City, Inc.	53 Engle Lot	\$761.42
	R & R Pallet of Garden City, Inc.	54 170-D	\$3,869.62
38	Rippe Enterprises	53 Lot A 61st Street	\$555.27
39	Rural Development Corp.	55 281	\$1,778.89
	" " "	56 624	\$4,998.40
	" " "	57,58 638/818	\$1,853.36
	" " "	59 Parking Lot #19	\$894.98
	" " "	60 Parking Lot #20	\$467.50
	Rural Development Corp. 1	61 Lot J	\$155.52
	" " "	62 Lot K	\$892.95
40	SEKESC - Greenbush	63 605	\$10,417.50
41	Sports Car Club of America	64 300	\$6,976.58
42	Sunflower Auto Auction, LLC	65 131	\$3,412.24
43	Topeka Construction, LLC	66,67 Land & Bldg. Lease (#449 & #450)	\$1,061.46
	" " "	68 Land & Bldg. Lease (#448)	\$332.04
44	T.R. Management Inc.	69 154	\$1,004.79
	" " "	70 344	\$2,366.19
45	UAR Direct, LLC	71 197	\$914.34
46	Vaerus Aviation, Inc.	72 151	\$1,309.44
47	Washburn Institute of Technology	73 Lot Z University & Dwight	\$500.00
			\$118,256.27

TENANT		FACILITY		MONTHLY RENT
1	Air Explorer Scouts Post No. 8	1	15	\$102.50
2	Billard Airport Restaurant	2	4 - Suite 2	\$1,038.70
3	Heartland Airplanes, LLC	3	9	\$241.17
4	Hetrick Aviation, LLC	4	26	\$3,477.93
5	Kaw Valley Aviation, LLC	5	T-Hangars, Fuel Farm	\$3,665.93 *****
	" "	6	4 - Suite 5 & 6	\$1,249.64
	" "	7	7	\$1,252.35
6	Riverside Farms LLC	8	Farm	\$2,203.74 ***
7	RJ Meier Farms LLC	9	Farm	\$2,061.68 ***
8	NOAA	10	Weather Station	\$3,536.73
9	New-Jetz, LLC	11	Land (#27)	\$573.99
10	R&B Aircraft	12	10	\$864.49
	" "	13	12	\$54.88
11	Teamsters Local Union #696	14,15,16	1,2,3	\$1,900.28
12	Technical Applications & Consulting	17	17	\$1,669.54
				\$23,893.55
<hr/>				
GRAND TOTALS				
68	TENANTS	110	FACILITIES	\$169,924.22

*Paid Quarterly

** Paid Semi-Annually

***Paid Annually

****Paid 10 Yrs in Advance

*****Minimum Guarantee

Metropolitan Topeka Airport Authority
 Monthly Lease Income Net Change Report
 June 2020

	JUN 2020	MAY 2020	APR 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	47	47	48	48	43	44	42	39	38	39	39
FACILITIES LEASED	73	73	74	75	69	69	66	57	55	56	58
PHILIP BILLARD AIRPORT											
TENANTS	12	12	13	12	12	14	14	13	12	11	11
FACILITIES LEASED	17	17	18	17	17	19	19	18	21	19	18
TOTAL											
TENANTS	68	68	70	69	64	68	68	62	62	61	61
FACILITIES LEASED	110	110	112	113	107	110	106	95	98	101	103
MONTHLY LEASE INCOME	\$ 169,924	\$ 169,877	\$ 172,855	\$ 168,545	\$ 155,936	\$ 158,021	\$ 149,460	\$ 131,303	\$ 113,043	\$ 121,201	\$ 119,965
NET CHANGE	\$ 47	\$ (2,978)	\$ 4,311	\$ 12,609	\$ (2,085)	\$ 8,561	\$ 18,157	\$ 18,260	\$ (8,158)	\$ 1,236	\$ (13,347)