

Public Hearing on 2020 Budget 2:30 PM
MTAA Board Meeting 3:00 PM

Tuesday, August 13, 2019

*****PLEASE NOTE CHANGE IN MEETING LOCATION*****

Combat Air Museum
7016 SE Forbes Ave.

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 Meetings of July 16, 2019.
3. Public Comment.
4. Adopt Agenda.
5. Presentation by Combat Air Museum.

ACTION ITEMS:

6. Consider Adoption of 2020 MTAA Budget Authorizing Certification to the Shawnee County Clerk.
7. Consider Approval of MTAA Resolution No. 19-267 Authorizing the Acceptance of the Grant Offer from the Federal Aviation Administration for Philip Billard Airport AIP #3-20-0082-021-2019. (Taxiway B & C Reconstruction)
8. Consider Quotes for Pavement Crack Seal Project at Topeka Regional Airport and Philip Billard Airport.

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 | BILLARD AIRPORT
AIRPORT & BUSINESS CENTER

Board of Directors

Metropolitan Topeka Airport Authority July 16, 2019

Work Session – 2020 Budget Workshop.....2:30 PM

Draft #3 of the 2020 Budget was presented to the Board. The July 1 valuation was applied and a few items were modified which changed the mil levy for publication to 2.035, which is the mil levy assessed for the 2019 Budget.

Changes included:

- INCOME – Neighborhood Revitalization tax reduction calculated on the State's budget forms using estimates received from Shawnee County;
- EXPENSES – KPERS and Health & Dental Insurance allocations adjusted; Airfield Pavement Maintenance budget was increased;
- CAPITAL IMPROVEMENTS – Vehicles increased to \$115,000 to allow for two friction meters.

The Board toured the terminal building to review the suggested modifications to accommodate more seating in the sterile area.

Regular Monthly Meeting 3:00 PM

Chairman, Thomas Wright, brought the regular monthly meeting of the MTAA Board of Directors to order at 3:00 PM with the following Board members present: Tom Moses, Mike Wilson, Neil Dobler and Lisa Stubbs. Also in attendance were:

- Jay Freund of WSP USA, Inc.
- Walt Frederick of Million Air – Topeka
- Michael Entz of Entz & Entz, P.A.
- Brent Trout, Manager – City of Topeka
- Morgan Padgett of Berberich Trahan Co., P.A.
- Laura Hartley of Berberich Trahan Co., P.A.
- Col. J.T. O'Grady, MTAA Police & Fire Dept.
- Rod Niehaus, MTAA Maintenance
- Timothy Resner of Frieden & Forbes, LLP – Legal Counsel to the Board

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

Item 1. Notice.

Chairman Wright asked 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 June 12, 2019.

Chairman Wright asked the Board to review the Minutes of the Regularly Scheduled Board Meeting of June 12, 2019 and inquired if there were any additions, corrections or comments to the Minutes.

Mr. Wilson moved to approve the Minutes of the Regularly Scheduled Board Meeting of June 12, 2019. Ms. Stubbs seconded the motion. Motion carried.

Item 3. Public Comment

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

Item 4. Adopt the Agenda.

Chairman Wright inquired if there were any changes to the Agenda as presented. **Mr. Dobler made a motion to adopt the Agenda as presented. Mr. Moses seconded the motion. Motion carried.**

ACTION ITEMS:

Item 5. Presentation of 2018 Audit Report by Berberich Trahan & Co., P.A.

Chairman Wright welcomed Morgan Padgett of Berberich Trahan Co., P.A., who, in conjunction with Laura Hartley presented the 2018 Audit Report by providing the following report:

Ms. Padgett presented the bound materials for the 2018 MTAA audit titled: *Report to the Board of Directors June 28, 2019 and Financial Statements Year Ended December 31, 2018.*

Ms. Hartley highlighted the Financial Statements:

- Page 2 of the report which is the Independent Auditors' Report. The auditors' responsibility is to express an opinion on the financial statements. As stated on Page 2, it is their opinion that the financial statements present fairly, in all material respects, the financial position of the business-type activities of MTAA as of December 31, 2018 and the changes in its net position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States. This is known as an "unqualified opinion" or "clean opinion."

It was noted that there was a "Change in Accounting Principle and Adjustments to Prior Period Financial Statements" with the implementation of GASB 75 (Accounting and Financial Reporting for Post-Employment Benefits Other Than Pensions – OPEB).

- Page 9 (Statements of Net Position) stating that Total Assets for 2018 are \$71,708,334 which is a 26% increase over 2017, mostly in Capital Assets as a result of the runway project recently completed. The addition of OPEB was noted in the statement.
- Page 10 (Statement of Revenues, Expenses and Changes in Net Position) reflects Total operating revenue of \$5.9 million which is very consistent with 2017. Taking the federal grants and ANG project funds into consideration, the change in net position is \$15 million. The Net Position at year-end was \$62.5 million.
- Page 11 (Statement of Cash Flows) indicates that Cash provided by Operating Activities totaled nearly \$3.6 million and Cash provided by Investing Activities was \$919,000. Cash was used for Capital and related financing activities in the amount of \$4.4 million. At year-end there was a net increase in cash, cash equivalents and restricted cash of \$36,000.
- Pages 12 – 31 contain the footnotes to the financial statements. Footnotes discussed included: Pending GASB No. 87 Statement requirement in 2020 (Page 16); Other Post-Employment Benefits (OPEB) (Pages 23 – 29); and Concentrations (Page 29).
- Pages 32 – 35 noting that these schedules are required as a result of GASB Statement No. 68 and GASB Statement No. 75. These schedules will grow to show ten years of data, but currently there are only five years of data available for GASB 68 and one year available for GASB 75.
- Page 36 (Schedule of Revenues and Expenditures – Budget and Actual) stating that both revenues and expenditures had positive budget variances.

- Pages 37 and 38 are the Schedules of Revenues and General Expenses noting that 2018 revenue and expenses are very similar to 2017.
- Page 39 shows the Schedule of Passenger Facility Charges Collected and Expensed for 2018.

Ms. Padgett referred to:

- Pages 40 and 41 providing an explanation that the Governmental Single Audit is required because of the MTAA expended Federal Grant Revenue in excess of \$750,000 and is also the recipient of Passenger Facility Charges. Page 40 reports the total 2018 Expenditures of Federal Awards to be \$14,825,112.
- Pages 42 and 43 provide a summary report indicating the auditors' results of:

Section 1

Financial Statements

1. Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: (**Unmodified**)
2. Internal control over financial reporting:
 - a. Material weaknesses identified? (**No**)
 - b. Significant deficiencies identified? (**None Reported**)
3. Noncompliance material to the financial statements noted? (**No**)

Federal Awards

1. Internal control over major programs:
 - a. Material weaknesses identified? (**No**)
 - b. Significant deficiencies identified? (**None Reported**)
2. Type of auditors' report issued on compliance for major programs: (**Unmodified**)
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? (**No**)
4. Identification of major programs (**CFDA No. 20.106 – Airport Improvement Program**)
5. Dollar threshold used to distinguish between Type A and Type B programs: (**\$750,000**)
6. Auditee qualified as a low-risk auditee? (**Yes**)

Section 2

Financial Statement Findings

None noted

Section 3

Federal Award Findings and Questioned Costs

None noted

Passenger Facility Charge (PFC) Findings and Questioned Costs

None noted

- Pages 44 and 45 stating that this is the communication to the Board on the Financial Statement Audit and Pages 46 and 47 as the communication to the Board on the Governmental Single Audit.

Ms. Padgett referred to the document *Report to the Board of Directors June 28, 2019* stating that it summarizes professional standards to be shared with the Board in their oversight responsibility for the MTAA's financial reporting process.

Chairman Wright asked if there were any questions. **Mr. Moses made a motion to accept and file the Audit Report for the Year Ended December 31, 2018 as presented. Mr. Wilson seconded the motion. Motion carried.**

Item 6. Consider Approval of HTK Architects, Inc. Design and Construction Phase Services for Construction of Terminal Building Restrooms Project.

Mr. Johnson reported that staff met with HTK Architects, Inc. (HTK) to develop an agreement for the design and construction phase services for constructing restrooms in the terminal building. These new restrooms will use the space currently identified as the women's restroom located at the North West portion of the main lobby.

This modification will provide restrooms accessible from the sterile area of the terminal. Presently, no facilities are available once passengers clear TSA security screening prior to boarding an aircraft. The existing women's restroom access will be permanently blocked from the main lobby and the space divided into two separate areas to accommodate ADA compliant restrooms. By eliminating two small storage rooms, a new corridor will be constructed leading from the sterile area to the restrooms.

The total fee proposed by HTK for design and construction phase services is \$12,500.00. The construction costs are estimated to be between \$150,000 and \$180,000. Mr. Johnson requested the Board to consider approval of the agreement.

Mr. Dobler made a motion authorizing Mr. Johnson to sign the agreement with HTK Architects, Inc. in acceptance for design and construction phase services for the restroom construction project at a cost, not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00). Ms. Stubbs seconded the motion. Motion carried.

Item 7. Final Review of 2020 Budget and Authorization to Publish the Notice of Public Hearing.

Mr. Johnson presented Draft #3 of the 2020 Budget and completed State of Kansas budget documents for submission.

The 2020 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 2020 without requiring the adoption of a resolution and publication of the budget approval vote is \$3,577,680.

Based upon the budget as presented, the mill levy for the 2020 budget is 2.035 and the MTAA's Ad Valorem tax levy will be \$3,518,827. Therefore, a resolution and published Notice of Vote will not be required this year.

The notice will be posted immediately on the MTAA's website and is to be published in the Topeka Metro News on Monday, July 22, 2019. This will satisfy the requirement of publication ten (10) days prior to the Public Hearing on August 13, 2019.

Mr. Wilson made a motion to approve the 2020 Budget for publication for the Notice of Budget Hearing to be held at 2:30 p.m. on August 13, 2019 as presented. Mr. Moses seconded the motion. Motion carried.

Information Only Items:

Item 8. Monthly Reports

8.a. Intergovernmental Cooperation Council – No Summer Meetings

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

Mr. Johnson provided the following report:

FOE

- A SCASD Grant application has been submitted. Although the grant funds increased this year from \$10 Million to \$12.5 million, it is a very small amount considering how many airports compete for the funds.

TOP

- FAA provided concurrence of award to ES&S for the Twy B C reconstruction. Pending some additional work on the Taxiway B C Project at Billard, the grant offer should be received from the FAA in the near future.

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

Mr. Johnson provided the following report:

- As the HVAC project comes to an end in the Terminal Building, staff is looking at two other projects on MTAA owned and occupied buildings. Both the roof and HVAC in the MTAA admin building are original to construction. There are leaks no matter how many times the problems are addressed. Also, there have been several issues experienced with the 5 individual furnaces over the last few years. Rather than replace these as an emergency repair, it is proposed to address them now.
- Depending on cost, replacement of the roof on Building 14 at Billard may also be considered. This is the MTAA maintenance building and it is beginning to experience problems. The best estimate of the age of the roof is approximately 40 years.

June Leasing activity –

- **LEASE ACTIVITY**

- New agreements effective June 1 with A-1 Restaurant and Bar Supply for Bldg. #260 and Sarik Shipping LLC for a portion of the parking lot adjacent to Bldg. #260;
- One tenant exercised their option at a 1.9% (CPI) increase;
- Monthly rental income increased to \$164,000 or approximately \$1,968,000 per year.

- **DELINQUENT ACCOUNTS**

- Advance Street Rod Design – A 10-Day Right-to-Cure was issued June 14 and Paul Kirk came in to discuss the account on June 24th. A payment agreement was signed with Paul Kirk with the following conditions:
 - The \$3,225.76 monthly invoice for rent/insurance/water will be paid on the 1st of the month; and
 - An additional amount of at least \$2,000.00 will be paid on the 15th of the month.
 - In the event payments are not received as agreed to above, a Three-Day Notice to Vacate the premises will be issued and all collection documents will be forwarded to MTAA legal counsel for further action to commence.
- Brackett, Inc. – The payment received in May was less than expected and falls short of covering the monthly invoice notwithstanding the delinquency. Visited with Mike Murray who realizes they slipped in May and did not meet the deadline to pay the delinquency by May 31, but assured us they are getting back on track to cure the default – it has helped having a subtenant.;
- F&L Enterprises, LLC – (habitually late paying) – a 10-Day RTC was issued July 12 for May, June & July rent & water charges;
- R&R Pallet (habitually late paying) – Rodney Waddell said he will talk to his staff about getting this turned around.

8.d. Monthly Financial Reports – Ms. Trobough

Ms. Trobough provided the following report:

- The report for the month ending 06/30/19 reflects revenue to be \$155,560 more than budgeted which is a net result from:
 - a. Taxes and Assessments receipts reflect to be \$106,298 less than the anticipated budget;
 - b. Landing Fees are \$23,015 more than the anticipated budget;
 - c. Fuel Flowage Fees are \$21,261 more than budgeted;
 - d. Contract Agreement Fees are \$16,250 over the budgeted \$7,000 fire protection fee for the State of Kansas at KDHE;
 - e. Passenger Facility Charges are \$495 less than the anticipated budget;
 - f. Lease & Rental Fees actual income reflects to be \$88,289 more than the budgeted amount;
 - g. Reimbursements total to be \$71,509 ahead of budget;
 - h. CD Interest income is \$55,493 more than the anticipated budget;
 - i. Water/Sewer Sales are \$58,019 under budget with Water/Sewer Costs reflecting to be under budget by approximately the same amount at \$37,073.
- Overall, the operating expenses are in-line with what we anticipate and depict a favorable budget variance of \$354,708.
- There were not any Capital Improvement purchases made during the month of June.

Mr. Wilson moved to accept and file the Monthly Financial Reports as presented for the month ended June 30, 2019. Ms. Stubbs seconded the motion. Motion carried.

Item 9. Executive Session

Chairman Wright inquired if there was a need for an Executive Session. Mr. Johnson asked for twenty-five minutes to discuss legal matters with Mr. Entz and Mr. Resner. **Mr. Dobler moved that the meeting be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws. The justification for this Executive Session is the need to preserve attorney-client confidentiality in the discussion of legal matters on contract negotiations. Mr. Dobler said the Executive Session will be for a period not to exceed twenty-five minutes beginning at 3:55 p.m. and this meeting shall reconvene at 4:20 p.m. Ms. Stubbs seconded the motion. Motion carried.**

Chairman Wright reconvened the regular meeting at 4:20 p.m. and stated that there was no action to be taken as a result of the Executive Session.


Adjournment

Chairman Wright asked if there was any further business to discuss, hearing none Ms. Stubbs made a motion to adjourn and Mr. Dobler seconded the motion. The meeting adjourned at 4:20 p.m.

These official minutes were approved by the Board of Directors on August 13, 2019.

Michael J. Wilson, Secretary

Office of: President
To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider Adoption of 2020 MTAA
Budget Authorizing Certification to the
Shawnee County Clerk.**



Date: August 8, 2019

It is required that the MTAA Board file a Certificate with the Clerk of Shawnee County, State of Kansas to certify that a public hearing for the MTAA FY-2020 Budget was held. As approved at the July 16, 2019 Board meeting, the Notice of Public Hearing was published July 22nd in The Topeka Metro News as shown on the attached copy of the notice as published. In addition, the MTAA website has included the Notice since July 17th.

A copy of the 9-page 2020 budget document to be submitted to the county by August 25th is included with this agenda item.

The 2020 levy limit is determined by computation using the State of Kansas' budget forms. According to this computation, the MTAA's maximum Ad Valorem tax levy for 2020 is \$3,577,680 without the submission of a resolution. Based upon the budget as published, the MTAA's Ad Valorem tax levy for FY-2020 will be \$3,518,827 which is under the calculated threshold. Therefore, the MTAA Board **will not** need to approve a resolution or publish the Notice of Vote.

Following the Public Hearing, each member of the Board will be required to sign the Certificate to:

- a. Certify that the Public Hearing for Fiscal Year 2020 Budget was held;
- b. Approve and adopt the Budget as the maximum expenditures for the various funds for 2020;
- c. Certify that the amount of 2018 Ad Valorem Tax is within statutory limitations for the 2020 Budget; and
- d. Authorize Certification to the Shawnee County Clerk.

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

The Topeka Metro News
 P.O. Box 1794
 Topeka, KS 66601-1794
 (785) 232-8600

METROPOLITAN TOPEKA AIRPORT AUTHORITY
 6510 SE FORBES AVE STE 1
 TOPEKA KS 66619-1446

Proof of Publication

STATE OF KANSAS, SHAWNEE COUNTY, SS:
 Patricia Hammer, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Topeka Metro News which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Shawnee County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

BUDGET HEARING - METROPOLITAN TOPEKA AIRPORT AUTHORITY
 7/22/19

Patricia Hammer
 Patricia Hammer, Legal Notices Clerk

Subscribed and sworn to before me on this date:
 July 22, 2019

Penny Knight
 Penny Knight
 Notary Public

PENNY KNIGHT
 Notary Public-State of Kansas
 My Appt. Expires Dec. 31, 2021

First published in The Topeka Metro News, Monday, July 22, 2019.

NOTICE OF BUDGET HEARING

The governing body of
 Metropolitan Topeka Airport Authority
 Shawnee County,
 State of Kansas
 Special District
 2020

will meet on August 13, 2019 at 2:30 PM at Combat Air Museum, 7016 SE Forbes Ave., Topeka, KS 66619 for the purpose of hearing and receiving objections of employees relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information is available at MTA's Administrative Office, 6510 SE Forbes Ave., Topeka, KS 66619 and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2020 Expenditures and Amount of 2019 Ad Valorem Tax establish the maximum limits of the 2020 budget. Estimated Tax Rate is subject to change depending on the final assessed valuations.

FUND	2018 Actual Expenditures	2018 Actual Tax Rate	2018 Actual Expenditures	2018 Actual Tax Rate	2019 Estimated Expenditures	2019 Estimated Tax Rate	2019 Estimated Expenditures	2019 Estimated Tax Rate
General	3,450,171	2.034	6,672,001	2.037	7,965,506	2.035	7,965,506	2.035
Debt Service								
State Budgeted Funds	1,854,924		6,672,001	2.037	7,965,506	2.035	7,965,506	2.035
Local Transfers	20,115,093		6,672,001		7,965,506		7,965,506	
Net Expenditures	3,335,400		3,449,100		3,449,100		3,449,100	
Total Tax Levied	1,625,838,045		1,692,209,894		1,728,841,560		1,728,841,560	

Outstanding Indebtedness	2017	2018	2019
Jan 1	0	0	0
G.O. Bonds	0	0	0
Revenue Bonds	\$80,019	669,975	252,078
Other Pw. Instr.	0	0	0
Total	\$80,019	669,975	252,078

*Tax rates are expressed in mills.
Patricia Hammer
 Chairman of the Board

CERTIFICATE

2020

To the Clerk of Shawnee County, State of Kansas

We, the undersigned, officers of

Metropolitan Topeka Airport Authority

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted
maximum expenditures for the various funds for the year 2020; and (3) the
Amount(s) of 2019 Ad Valorem Tax are within statutory limitations for the 2020 Budget.

Table of Contents:		Page No.	2020 Adopted Budget		County Clerk's Use Only
			Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	
Computation to Determine Limit for 2020		2			
Allocation MVT, RVT, 16/20M Vehicle Tax		3			
Schedule of Transfers		4			
Statement of Indebt. & Lease/Purchase		5			
Fund	K.S.A.				
General	27-333	6	7,965,506	3,518,827	
Debt Service	10-113				
Non-Budgeted Funds		7			
Totals		xxxxxxx	7,965,506	3,518,827	
Budget Summary		8			County Clerk's Use Only
Neighborhood Revitalization Rebate		9			
Resolution required? Notice of the vote to adopt required to be published?			No		Nov. 1, 2019 Total Assessed Valuation

Assisted by:

//Thomas E. Wright//
Thomas E. Wright, Chairman

Address: _____
//Thomas R. Moses//
Thomas R. Moses, Vice-Chair

Email: _____
//Michael J. Wilson//
Michael J. Wilson, Secretary

//Neil Dobler//
Neil Dobler, Member

Attest: _____, 2019

//Lisa D. Stubbs//
Lisa D. Stubbs, Member

County Clerk

MTAA Board of Directors

CPA Summary

Computation to Determine Limit for 2020

	Amount of Levy
1. Total tax levy amount in 2019 budget	+ \$ <u>3,449,180</u>
2. Debt service levy in 2019 budget	- \$ <u>0</u>
3. Tax levy excluding debt service	\$ <u>3,449,180</u>

2019 Valuation Information for Valuation Adjustments

4. New improvements for 2019:	+ <u>14,317,200</u>	
5. Increase in personal property for 2019:		
5a. Personal property 2019	+ <u>39,242,045</u>	
5b. Personal property 2018	- <u>41,888,102</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 2019:	<u>6,613,298</u>	
7. Total valuation adjustment (sum of 4, 5c, 6)	<u>20,930,498</u>	
8. Total estimated valuation July, 1,2019	<u>1,728,841,560</u>	
9. Total valuation less valuation adjustment (8 minus 7)	<u>1,707,911,062</u>	
10. Factor for increase (7 divided by 9)	<u>0.01226</u>	
11. Amount of increase (10 times 3)	+ \$ <u>42,270</u>	
12. 2020 budget tax levy, excluding debt service, prior to CPI adjustment (3 plus 11)	\$ <u>3,491,450</u>	
13. Debt service levy in this 2020 budget	<u>0</u>	
14. 2020 budget tax levy, including debt service, prior to CPI adjustment (12 plus 13)	<u>3,491,450</u>	
15. Consumer Price Index for all urban consumers for calendar year 2018	<u>0.025</u>	
16. Consumer Price Index adjustment (3 times 15)	\$ <u>86,230</u>	
17. Maximum levy for budget year 2020, including debt service, not requiring 'notice of vote publication' or adoption of a resolution prior to adoption of the budget (14 plus 16)	\$ <u>3,577,680</u>	

If the 2020 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.

Metropolitan Topeka Airport Authority
Shawnee County

2020

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

2019 Budgeted Funds	Tax Levy Amount in 2019 Budget	Allocation for Year 2020				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	3,449,180	398,654	3,873	1,647	13,412	2,098
Debt Service	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
Total	3,449,180	398,654	3,873	1,647	13,412	2,098

County Treas Motor Vehicle Estimate 398,654

County Treas Recreational Vehicle Estimate 3,873

County Treas 16/20M Vehicle Estimate 1,647

County Treas Commercial Vehicle Tax Estimate 13,412

County Treas Watercraft Tax Estimate 2,098

MVT Factor 0.11558

RVT Factor 0.00112

16/20M Factor 0.00048

Comm Veh Facto 0.00389

Watercraft Factor: 0.00061

Metropolitan Topeka Airport Authority
Shawnee County

Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2018	Current Amount for 2019	Proposed Amount for 2020	Transfers Authorized by Statute
	Totals	0	0	0	
	Adjustments*				
	Adjusted Totals	0	0	0	

*Note: Adjustments are required only if the transfer is being made in 2019 and/or 2020 from a non-budgeted fund.

NOTICE OF BUDGET HEARING

State of Kansas
Special District
2020

The governing body of
Metropolitan Topeka Airport Authority
Shawnee County

will meet on August 13, 2019 at 2:30 PM at Combat Air Museum, 7016 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 MTAA Administrative Office, 6510 SE Forbes Ave., Topeka, KS 66619 and will be available at this hearing.

BUDGET SUMMARY

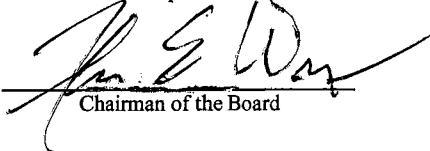
Proposed Budget 2020 Expenditures and Amount of 2019 Ad Valorem Tax establish the maximum limits of the 2020 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual 2018		Current Year Estimate for 2019		Proposed Budget Year for 2020		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	Estimate Tax Rate*
General	5,450,171	2.054	6,672,001	2.037	7,965,506	3,518,827	2.035
Debt Service							
Non-Budgeted Funds	14,864,924						
Totals	20,315,095	2.054	6,672,001	2.037	7,965,506	3,518,827	2.035
Less: Transfers	0		0		0		
Net Expenditures	20,315,095		6,672,001		7,965,506		
Total Tax Levied	3,335,400		3,449,180		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	1,625,838,045		1,695,209,894		1,728,841,560		

Outstanding Indebtedness,

Jan 1,	2017	2018	2019
G.O. Bonds	0	0	0
Revenue Bonds	0	0	0
Other	800,619	664,975	525,078
Lease Pur. Princ.	0	0	0
Total	800,619	664,975	525,078

*Tax rates are expressed in mills.


Chairman of the Board

2020 Neighborhood Revitalization Rebate

Budgeted Funds for 2020	2019 Ad Valorem before Rebate**	2019 Mil Rate before Rebate	Estimate 2020 NR Rebate
General	3,469,812	2.007	49,015
Debt Service			0
			0
			0
			0
TOTAL	3,469,812	2.007	49,015

2019 July 1 Valuation: 1,728,841,560

Valuation Factor: 1,728,841.560

Neighborhood Revitalization Subj to Rebate: 24,421,655

Neighborhood Revitalization factor: 24421.655

**This information comes from the 2020 Budget Summary page. See instructions tab #12 for completing the Neighborhood Revitalization Rebate table.

Office of: President
To: Board of Directors
From: Eric M. Johnson 
Subject: **Consider Approval of MTAA Resolution No. 19-267 Authorizing the Acceptance of the Grant Offer from the Federal Aviation Administration for Philip Billard Airport AIP #3-20-0082-021-2019. (Taxiway B & C Reconstruction) (Board Action Required)**



Date: August 8, 2019

As included in your board book, the grant offer for the **Taxiway B & C Reconstruction Project** was received from the Federal Aviation Administration (FAA) Thursday afternoon.

I am requesting the Board of Directors to consider adoption of MTAA Resolution No. 19-267, which authorizes the MTAA President sign in acceptance of the grant offer from the FAA in the amount of Three Million Eleven Thousand One Hundred Eighty-five Dollars and No Cents (\$3,011,185.00) for AIP Project #3-20-0082-021-2019.

The project is 90% funded by the FAA with the remaining 10% of the cost being the MTAA's responsibility. The MTAA share is available in encumbered funds for AIP Projects. The total project cost and participant share is identified below:

<u>FAA Share</u>	<u>MTAA Share</u>	<u>Total Project</u>
\$3,011,185.00	\$334,577.00	\$3,345,762.00

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

MTAA RESOLUTION NO. 19-267

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT OFFER FROM THE UNITED STATES RELATING TO THE DEVELOPMENT OF PHILIP BILLARD MUNICIPAL AIRPORT, TOPEKA, KANSAS.

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

SECTION 1. That the Metropolitan Topeka Airport Authority, Topeka, Kansas, hereby accepts the Grant Offer, in the amount of Three Million Eleven Thousand One Hundred Eighty-five Dollars and No Cents (\$3,011,185.00) for AIP Project #3-20-0082-021-2019 from the Administrator of the Federal Aviation Administration, for the purpose of obtaining federal aid to be used to Reconstruct Taxiway Charlie (approximately 35' x 3,158') and Install Lights; Reconstruct Taxiway Bravo (approximately 35' x 1,534') and Install Lights – Design and Construct at Philip Billard Municipal Airport, Topeka, Kansas.

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

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

Adopted on this 13th day of August, 2019 by the Metropolitan Topeka Airport Authority, Topeka, Kansas.

Thomas E. Wright
Chairman of the Board

Certification of Clerk

I, Cheryl A. Trobough, the duly appointed and qualified Authority Clerk of the Metropolitan Topeka Airport Authority, Topeka, Kansas, do hereby certify that the foregoing Resolution was duly adopted at a meeting of the Metropolitan Topeka Airport Authority, Topeka, Kansas, held on this 13th day of August, 2019, and that said Resolution has been compared by me with the original thereof on file and of record in my office, and is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Metropolitan Topeka Airport Authority, Topeka, Kansas, on this 13th day of August, 2019.

Cheryl A. Trobough
Authority Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Original

GRANT AGREEMENT

PART I – OFFER

Date of Offer	AUG 07 2019
Airport/Planning Area	Philip Billard Municipal
AIP Grant Number	3-20-0082-021-2019
DUNS Number	150947141
TO:	Metropolitan Topeka Airport Authority, KS (TOP) (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **July 17, 2019**, for a grant of Federal funds for a project at or associated with the **Philip Billard Municipal Airport**, which is included as part of this Grant Agreement; and

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

Reconstruct Taxiway Charlie and Install Lights; Reconstruct Taxiway Bravo and Install Lights - Taxiway Charlie (approximately 35' x 3,158'); Taxiway Bravo (approximately 35' x 1,534') - Design and Construct which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$3,011,185.00.**

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

\$0 for planning

\$3,011,185.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 23, 2019**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **January 21, 2014**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 24. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the

assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

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

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

28. Project Which Contains Paving Work in Excess of \$500,000. The Sponsor agrees to:

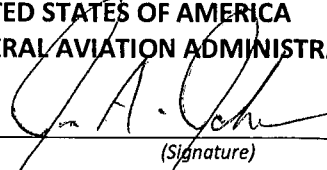
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required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

- 29. Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

- 30. Protection of Runway Protection Zone - Easement.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 31. Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
- 32. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
 - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

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

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

Executed this _____ day of _____, _____.

Metropolitan Topeka Airport Authority

(Name of Sponsor)

By:

(Signature of Sponsor's Authorized Official)

(Typed Name of Sponsor's Authorized Official)

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.


By:

(Signature of Sponsor's Attorney)

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

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider Quotes for Pavement Crack Seal Project at Topeka Regional Airport and Philip Billard Airport. (Board Action Required)**



Date: August 8, 2019

With the purchase of the Crafcro pavement sealing equipment last year, MTAA maintenance staff has been able to complete more pavement repairs than in previous years. To continue this effort, additional product is required. We obtained a quote from our vendor (PMSI) for 18,000 pounds of Roadsaver Sealant 221 at \$0.635/lb., with freight included. The total material cost for this portion of the project is \$11,430.00. This is the FAA approved material for use on airports.

I recommend the Board authorize staff to proceed with this project through PMSI at a total cost of Eleven Thousand Four Hundred Thirty Dollars (\$11,430.00).

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



6165 W. Detroit St.
 Chandler, AZ 85226
 (602) 276-0406 (800) 528-8242
 FAX: (480) 940-0313

QUOTE # BBBQ33091

Date Quoted 8/6/2019
 EXPIRATION DATE 9/5/2019

Quote To: Account Code: 921202
METROPOLITAN TOPEKA AIRPORT AUTH.
Ken McDonald
 6510 SE FORBES AVE SUITE 1
 TOPEKA, KS 66619
 US

Ship To: Account Code: 921202
 METROPOLITAN TOPEKA AIRPORT AUTH.
 6510 SE FORBES AVE SUITE 1
 TOPEKA, KS 66619
 US

Phone: 785-862-0711
Fax: 785-862-0713
Email: kmcdonald@mtaa-topeka.org

Ken McDonald
 785-862-0711 kmcdonald@mtaa-topeka.org

Project Title: RETAIL CHANNEL

Bid Date:
Bid Number:
Project Start Date:
Ship Before:
Quote Effective Dates: 8/6/2019 TO 9/5/2019

Terms: NET 30
F.O.B.: PPA- Delivered; freight includ
Ship Via: Truck/Common Carrier
Sales Group:
Quoted By: Andrew Chesney
Sales Office: 250- Andy Chesney

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: METROPOLITAN TOPEKA AIRPORT AUTH.
Project Title: RETAIL CHANNEL

Quote Number BBBQ33091
 Date 08-06-19

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
34221-2	Roadsaver Sealant 221 Roadsaver Sealant 221	LB	18,000	\$0.6350	\$11,430.0000
Sub Total					\$11,430.00
Sales Tax					\$0.00
COMMENTS:					\$11,430.00

Here is the quote you requested. Pricing includes freight.