

**MTAA Board Meeting 9:00 AM**

**Wednesday, November 17, 2021**

**Please Note: Date & Time Change for Meeting**

**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 October 19, 2021.
3. Public Comment.
4. Adopt Agenda.

**ACTION ITEMS:**

5. Consider Approval of WSP USA, Inc., Agreement No. 30900280 - Task Order No. 5 CARES Act Funding Program – FOE Fuel Farm Design Services.
6. Election of Officers for December 2021 through November 2022.
7. Consider Resolution No. 21-278 for Authorization of Depository Signatures; and Resolution No. 21-279 for Authorization of Certificates of Deposit Signatures at All Shawnee County Financial Institutions.
8. Consider Approval of MTAA Resolution No. 21-280 Authorizing the Acceptance of Airport Rescue Grant Offer No. 3-20-0113-043-2022 Through Federal Aviation Administration.
9. Consider Purchase of 2021 Budgeted Equipment – Compact Track Loader.

**INFORMATION ONLY ITEMS:**

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



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

## Board of Directors

### Metropolitan Topeka Airport Authority Meeting at Philip Billard Airport October 19, 2021

**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: Mike Munson, Lisa Stubbs and Brian Armstrong. Erica Garcia-Babb was unable to attend. Also in attendance were:

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

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

#### **Item 1. Notice.**

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

#### **Item 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meetings of September 21, 2021.**

Chairman Wright asked the Board to review the Minutes of the Regularly Scheduled Board Meeting held on September 21, 2021 and inquired if there were any additions, corrections or comments to the Minutes. Mr. Armstrong requested a brief report on the airline conference since he was unable to attend the September meeting.

**Ms. Stubbs moved to approve the Minutes of the Regularly Scheduled Board Meeting of September 21, 2021 as presented. Mr. Munson seconded the motion. Motion carried with Mr. Armstrong abstaining from the vote due to not be in attendance at the meeting.**

#### **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. **Ms. Munson made a motion to adopt the Agenda as amended. Mr. Armstrong seconded the motion. Motion carried.**

#### **Item 5. Consider Construction of Storm Drain at 6500 SE Forbes Ave. (Building 621/623).**

Mr. Johnson reported that at the September board meeting it was reported that heavy rainfall has caused flooding in the fire station on two occasions. Earlier in October, a CCTV inspection of some of the storm drains was completed. As suspected, a collapsed storm drain was discovered with the only option for repair is to replace the line with a relocated one because of the location of the collapse and building 623.

WSP USA, Inc. provided an estimated cost of design and construction engineering services for drainage improvements at Building 621/623. Task Order No. 4 to the On-Call engineering services contract identifies design cost for this project as \$32,710.00 and the construction engineering services to be an estimated amount of \$31,973.36 for a total amount of \$64,683.36.

Mr. Johnson recommended that the Board approve Task Order No. 4 as presented and authorize his signature on behalf of the MTAA after final review by Counsel.

**Mr. Munson made a motion to approve Task Order No. 4 – 2022 Building 621/623 Drainage Improvements Design and Construction Phase Services as submitted by WSP USA, Inc. in the total amount of Sixty-Two Thousand Three Hundred Thirty Dollars and Zero Cents (\$64,683.36). Ms. Stubbs seconded the motion. Motion carried with Mr. Armstrong abstaining from the vote due to a conflict of interest.**

**Item 6. Consider Additional Funds for Purchase of Used Vehicle for MTAA Maintenance.**

Mr. Johnson reported that In earlier in the year, the Board authorized the purchase of an additional used truck for the MTAA maintenance department. The intention was to use \$20,000 from encumbered funds for the purchase of the truck. Since that time, staff has been unable to locate a decent truck for that amount. The trucks located within that range have excessively high mileage or are much older than staff feels comfortable purchasing.

Mr. Johnson requested the Board authorize an additional \$10,000.00 for a not-to-exceed purchase price of \$30,000.00. The additional funds are available in the budget due to bid amounts for other vehicles coming in less than anticipated.

Staff will continue to look for a truck meeting the requirements at State/Federal surplus, local auction or dealership at a cost not to exceed Thirty Thousand dollars (\$30,000).

**Ms. Stubbs made a motion to authorize an additional Ten Thousand Dollars and No Cents (\$10,000.00) for the purchase of a used maintenance truck at a total cost not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00). Mr. Armstrong seconded the motion. Motion carried.**

**Information Only Items:**

**Item 6. Monthly Reports**

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

Mr. Johnson provided the following report:

- Work continues on the CARES Act projects. As discussed previously, the SRE building has been placed on hold due to cost. Plans are moving forward on the terminal building at Billard airport and the fuel farm at Topeka Regional. There are still plans to complete the access drive at Billard as well as the passenger boarding bridge at Topeka Regional. Should remaining funds allow, discussions for a scaled- down version of a building to store SRE will be held.
- The FAA inspection is scheduled for November 9th. Like many other airports in the region and across the country, it is expected that there will be some issues with paint markings. Paint has been unavailable until just recently. This is known to the FAA but it is unsure if the supply shortage will be taken into consideration. The order for next year has already been placed anticipating the shortage to continue.
- Another electrical failure at Topeka Regional Airport was experienced recently. The power for the fuel farm failed and although this facility is planned to be replaced in the near future, repairs are still required to be made. The same contractor that repaired the electrical cable for the ILS power was contacted to assess the issue and identify the repairs needed.

#### **6.b. Economic Development & Leasing Activity – Mr. Johnson**

Mr. Johnson provided the following report:

- As previously reported, all buildings are leased, with the exception of 657 SE Ross St. The property is being shown this week to a prospective tenant with no additional improvements.
- **DELINQUENT ACCOUNTS (as of 09/30/2021)**
  - A-1 Restaurant & Bar Supply – Delinquent for September invoice and past finance charges;
  - ACA Event Rental – Delinquent for September invoice and finance charge;
  - Paul Kirk dba Advance Street Rod Design – Account remains delinquent for finance charges back to 2020 and the August & September invoices;
  - Heartland Tree Service – Delinquent for July, August & September invoices & finance charges;
  - Tony Lynch – Delinquent for September invoice & finance charges;
  - Prometal Fabrication LLC – Delinquent for July, August & September invoices & finance charges;
  - R&R Pallet – Account remains delinquent for Finance Charges not paid from February through September;
  - Rural Development Corporation – Partial payments were received for the March, April, May & June, July and August 2020 invoices. Finance charges on unpaid balances each month. All unpaid charges relate to Bldg. #624;
  - Vaerus Aviation LLC – Delinquent for September invoice and finance charges.

Mr. Johnson provided the following report on September Leasing Activity:

- **LEASE ACTIVITY (CPI is 5.4%)**
  - **NEW LEASES/RENEWALS**
    - Advanced Coatings Inc. renewed their lease on Bldg. #137.
  - **OPTIONS EXERCISED**
    - -NONE-
  - **INCREASES**
    - One (1) lease received a contractual increase of 2%.
  - **DECREASES**
    - -NONE-
- The current monthly rental income is \$173,751 which is approximately \$2,085,000 per year.

#### **6.c. Monthly Financial Reports – Ms. Trobough**

Ms. Trobough provided the following report:

- The report for the month ending 09/30/2021 reflects revenue to be \$185,817 ahead of the budget which is a net result from:
  - a. Taxes and Assessments receipts reflect to be \$24,396 less than the anticipated budgeted;
  - b. Landing Fees income shows to be \$23,675 less than budgeted;
  - c. Fuel Flowage Fees are \$30,018 more than the anticipated budgeted;
  - d. Passenger Facility Charges are under budget by \$7,327;
  - e. Lease & Rental Fees actual income is \$178,311 more than budgeted;



- f. Reimbursements total to be \$31,994 more than budgeted;
- g. CD Interest income is \$2,543 under budget;
- Overall, the operating expenses ended the year with a favorable budget variance of \$450,306.
- Capital Improvement purchases made during the month of June are as follows:
  - a. **VEHICLES** – An additional cost of \$7,399.00 was added to the value of the RAM Patrol Truck for the purchase and installation of emergency equipment; and \$28,411.00 was paid for the Board-approved purchase of the 2022 Ford F-250 for the Maintenance Department for a total cost of **\$35,810.00**.
  - b. **EQUIPMENT** – Payment for the Board-approved purchase of the TYMCO Sweeper truck at a cost of **\$231,880.00**.

**Ms. Stubbs moved to accept and file the Monthly Financial Reports as presented for the month ended September 30, 2021. Mr. Munson seconded the motion. Motion carried.**

#### **Item 11. Executive Session**

Chairman Wright inquired if there was a need for an Executive Session. Mr. Resner and Mr. Johnson requested twenty (20) minutes to discuss legal matters pertaining to pending litigation. **Mr. Munson moved that the meeting be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws. The justification for this Executive Session is the need to preserve attorney-client confidentiality in the discussion of legal matters on pending litigation. Mr. Munson stated that the Executive Session will be for a period not to exceed twenty (20) minutes beginning at 3:55 p.m. and this meeting shall reconvene at 4:15 p.m. Mr. Armstrong seconded the motion. Motion carried.**

Chairman Wright reconvened the Regular Session at 4:15 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, he asked for a motion to adjourn. **Mr. Armstrong made the motion to adjourn. Mr. Munson seconded the motion and the meeting was adjourned at 4:17 p.m.**

These official minutes were approved by the Board of Directors on November 17, 2021.

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Erica Garcia-Babb, Secretary

Office of: President

To: Board of Directors

From: Eric M. Johnson 



Subject: **Consider Approval of WSP USA, Inc.,  
Agreement No. 30900280 - Task Order No. 5 CARES  
Act Funding Program – FOE Fuel Farm Design Services.  
(Board Action Required)**

Date: November 12, 2021

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

Task Order No. 5 will encompass civil and mechanical engineering for the design of the Fuel Storage Facility as well as the removal of the existing fuel facility. The new facility will provide storage for 100,000 useable gallons of Jet fuel, 12,000 gallons of avgas along with mechanical, electrical and environmental controls. WSP USA, Inc. with selected subconsultants will provide design services for this project. Construction observation services are not included in this task order and, if required, will be negotiated at a later date.

I request the Board approve WSP USA, Inc., Task Order No. 5 – FOE Bulk Fuel Storage and Loading/Unloading Facility, in the total amount of Four Hundred Seventy-Three Thousand Eight Hundred Eighty-Four Dollars (\$473,884.00), subject to the completion of the Independent Fee Estimate (IFE) and FAA approval. The CARES Act grant funds 100% of the cost with 0% local participation.

Please contact me if you have any questions.

PROFESSIONAL SERVICES AGREEMENT

WSP Agreement No. - 30900280

Task Order No. 5 (30900280E)

This Task Order No. 5 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 21<sup>st</sup> of July 2020 (hereinafter called the "Agreement");

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

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

1. **Scope of Services**

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

2. **Schedule**

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

3. **Compensation**

For Cost Reimbursable Task Orders: The OWNER shall compensate WSP for the performance of SERVICES stated above, based on actual hours spent by WSP and the hourly rates provided in Appendix C for an estimated amount of \$ 473,884.00, on the basis of a Cost Plus Maximum with a Fixed Fee of \$ 16,292.10.

4. Both parties agree that this Task Order No. 5 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. 5 has been executed by Owner and WSP, effective from the day and year first written above.

**METROPOLITAN TOPEKA AIRPORT AUTHORITY      WSP USA Inc.**

\_\_\_\_\_  
Signature  
Eric M. Johnson  
President and Director of Airports  
\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature  
Dan W. DeArmond, PE  
Vice President – Area Manager  
\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

30900280E  
 Exhibit A  
 Task 5 FOE Fuel Farm Design Services  
**MTAA CARES ACT FUNDING PROGRAM**

**Task 5 – FOE Fuel Farm Design Services**

Metropolitan Topeka Airport Authority (MTAA) has expressed a desire to construct a new fuel storage and bulk loading/unloading system at Topeka Regional Airport in Topeka, Kansas. The new facility will provide fuel “bulk” storage to support AVGAS 100LL and JET-A Fuel. The MTAA desires to have the CONSULTANT provide design and engineering design services for this project. Construction observation services are not included in this task order and, if required, will be negotiated at a later date.

**DESIGN SERVICES**

**A. Project Management/Coordination Services**

1. Prepare for and conduct team kick-off meeting for design services.
  - a. Prepare list of key decisions and topics required to advance the design.

**B. Preliminary Design (0-30% Level of Completion)**

1. Data collection of record information (including utility locates, equipment listing, etc.) and site information (including topographic surveys and four geotechnical subsurface borings). The subsurface borings will go to a depth of 15’ or auger refusal on bedrock, whichever comes first.
2. Program verification meeting to discuss specific requirements for each program area listed in the draft Basis of Design Report document dated July 2021.
3. Layout preliminary site designs including AOA fencing, pavement designs OTR trucking and refueler trucking drives. Preliminary site design to also include rough grading concepts for drainage and landscaping.
4. Develop Construction Safety and Phasing Plan (CSPP) considerations.
5. Initiate permitting coordination with Kansas Department of Health and Environment. Coordination with the Shawnee County will be required for the acquisition of building permits.
6. The 30% plans will be reviewed with the OWNER and will include 1 hard copy plan sets and PDF electronic copies of the following:
  - a. Approximately 15-25 plan sheets to convey the proposed facility (fuel system/site/layout), limits of construction, limits of fencing, major earthwork grading concepts and future facility layouts.
  - b. Approximately 15-25 documents for preliminary specifications list.
7. Prepare submittal for FAA/Owner review, including quality reviews, and attend review meetings with FAA and OWNER (1 meeting). MTAA will provide one (1) set of review comments that will be incorporated into the subsequent submittal. Bi-weekly progress meetings or at frequency appropriate for the stage of design development, will be held in the interim with the OWNER.
8. Document review comments and address in the 90% documents.

30900280E  
Exhibit A  
Task 5 FOE Fuel Farm Design Services

C. Detailed Design (30-90% Level of Completion)

1. Develop grading and associated details including erosion control, SWPPP, drainage details, etc. Finalize clearing and site limits of work.
  - a. Develop landscaping for site area
  - b. Develop grading for positive drainage
  - c. Develop new pavement and pavement repair details for existing and proposed sites
  - d. Develop fence/gate details
  - e. Develop truck lane for over-the-road trucks to deliver fuel
2. Develop design for stormwater management system to meet water quality and quantity (detention) management criteria as outline in KDHE Construction Stormwater Program and to meet FAA Advisory Circular 150/5200-33C, *Hazardous Wildlife Attractants on or Near Airports, 2019*.
3. Develop structural design for Fuel Facility
4. Develop technical specifications specific to fuel farm facility equipment, as provided by the engineering team.
5. Develop FAA technical specifications tailored to the Project.
  - a. Prepare "front end" documentation.
6. Prepare 7460-1 Airspace review for FAA.
7. The 90% will be review with the OWNER and will include 1 hard copy plan sets and a PDF electronic copies of approximately 30-40 plan sheets to convey the proposed facility limits of construction, limits of fencing, location of access gate(s), earthwork grading concepts, drainage concepts, utility delivery to site, paving details and future facility layouts.
8. Prepare cost estimates and scheduling estimates (see note "i"). Reviews of program element eligibility for FAA CARES act funding will be included in the cost estimating exercise.
9. Prepare submittal for OWNER only review, including quality reviews and attend review meeting with OWNER (1 on-site meeting to be in conjunction with final site inspection activities). MTAA will provide one (1) set of review comments that will be incorporated into the subsequent submittal. Bi-weekly progress meetings, or at a frequency appropriate for the stage of design development, will be held in the interim with the OWNER.
10. Document review comments and address in 90% documents.

D. Final Design and Bid Documents (Bidding Documents)

1. Incorporate any final changes occurring from the 90% review documents.
2. Prepare final bid documents for advertising (plans, specifications, & estimates) (see note "i").
  - a. Transmit final bid documents to MTAA.



30900280E  
Exhibit A  
Task 5 FOE Fuel Farm Design Services

- b. Assist MTAA with advertisement of project to prospective bidders.

#### E. Bidding Phase Services

1. Prepare for and conduct a pre-bid conference (virtual if necessary). Prepare meeting minutes to be issued as an addendum.
2. B. Bidding Support provide the following:
  - a. Review and respond to Contractor's technical questions during the bidding phase.
  - b. Prepare Addendums as deemed necessary to address bidder questions, design changes, and permitting comments for distribution by others. It is anticipated that all questions, changes, and comments will be addressed in a single Addendum.
  - c. Review bids from potential contractors, evaluate and provide observations and recommendations on bid award to the Client and Owner.
  - d. For bidding support the Engineer has included 50 hours in the fee, and if this limit is met the Engineer and Owner must enter into negotiations for continuing these services.
  - e. Prepare for a maximum of two addenda (including the aforementioned meeting minutes) in response to bidder's questions.
3. Attend the bid opening, prepare a tabulation of bids and conduct a bid analysis for recommendation of award.

#### F. Construction Phase Services

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

### **SUBCONSULTANT SERVICES**

1. Detailed scope and breakdown of subconsultant services can be seen on Appendix D.

### **OTHER SERVICES**

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

30900280E  
 Exhibit A  
 Task 5 FOE Fuel Farm Design Services

### **SCHEDULE**

DATE START	DATE END	CALENDAR DAYS	DESCRIPTION
3-Jan-22	3-Jan-22	0	NTP for Design
3-Jan-22	10-Jan-22	7	Client Visits
3-Jan-22	17-Jan-22	14	Site and Utility Surveys
17-Jan-22	7-Mar-22	49	Preliminary Design, Details and Opinion of Probable Costs
7-Mar-22	3/14/2022	7	Review of Preliminary Design, Details, and Opinion of Probable Costs with MTAA
14-Mar-22	27-Apr-22	44	Developed Plans, Specifications, Project Manual, and Opinion of Probable Costs
27-Apr-22	5/4/2022	7	Review of Developed Plans, Specifications, Project Manual, and Opinion of Probable Costs
4-May-22	23-May-22	19	Final Plans, Specifications, Project Manual, Bid Documents and Opinion of Probable Costs
23-May-22	20-Jun-22	28	Bid Advertisement
20-Jun-22	20-Jun-22	0	Bid Opening
20-Jun-22	24-Jun-22	4	Bid Review & Analysis
24-Jun-22	20-Sep-22	88	Contract Award
20-Sep-22	20-Sep-22	0	MTAA Board of Directors Meeting

### **NOTES PERTAINING TO SERVICES**

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

## EXHIBIT B

## DERIVATION OF CONSULTANT PROJECT COSTS

**TOPEKA REGIONAL AIRPORT**  
**TOPEKA, KANSAS**  
**AIP 3-20-0113-XX / 30900280-5**  
**FUEL FARM - TOPEKA REGIONAL AIRPORT**  
**FEE PROPOSAL**  
**November 3, 2021**

**1 DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)	
Principal-in-Charge	8	\$101.50	\$812.00	1.7%
Project Manager	222	\$46.36	\$10,291.92	21.9%
Deputy Project Manager	185	\$83.72	\$15,488.20	32.9%
Civil Staff - QC	48	\$67.65	\$3,247.20	6.9%
Civil Staff	16	\$48.96	\$783.36	1.7%
Civil Staff	152	\$42.87	\$6,516.24	13.9%
Civil CADD	298	\$31.18	\$9,291.64	19.8%
Admin	16	\$36.78	\$588.48	1.3%
	945			100.0%
Total Direct Salary Costs			=	\$47,019.04

**2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 131.000% = \$61,594.94

**3 SUBTOTAL:** Items 1 and 2 = \$108,613.98

**4 PROFIT:** 15.000% = \$16,292.10

Subtotal \$124,906.08

**5 OUT-OF-POCKET EXPENSES:**

a. Mileage	2800 Miles	\$0.56 / Mile =	\$1,568.00	
b. Airfare	22 Each	\$300.00 / Each =	\$6,600.00	
c. Hotel	2 Night	\$105.00 / Night =	\$210.00	
d. Meals	40 Each	\$15.00 / Each =	\$600.00	
e. Misc Equipment	1 Each	\$1,000.00 / Each =	\$1,000.00	
f. Rental Vehicles	5 Each	\$70.00 / Each =	\$350.00	
h. Other Direct Costs	1 Each	\$1,500.00 / Each =	\$1,500.00	
i. Printing	1 Each	\$4,000.00 / Each =	\$4,000.00	
Total Out-of-Pocket Expenses			=	\$15,828.00

**6 SUBCONTRACT COSTS:**

a. Fuel Farm Design - Argus	=	\$313,150.00	\$313,150.00
b. Surveying - Bartlett & West	=	\$20,000.00	\$20,000.00

Total Subcontract Costs = \$333,150.00

**7 MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$473,884.08 Lump Sum

USE \$473,884.00 LUMP SUM

Exhibit B - Task Two - Pg 1 of 1

updated 03NOV2021

**EXHIBIT C**  
**TOPEKA REGIONAL AIRPORT**  
**TOPEKA, KANSAS**  
**AIP 3-20-0113-XX / 30900280-5**  
**FUEL FARM - TOPEKA REGIONAL AIRPORT**  
**MANHOUR DERIVATION**  
**November 3, 2021**

Classification:	Kuchinski	Stallbaumer	Freund	Mueller	Voss	Savage	Lashbrook	Viteri	Costs
Raw Labor Rate	101.50	46.36	83.72	67.65	48.96	42.87	31.18	36.78	
Overhead Value	132.97	60.73	109.67	88.62	64.14	56.16	40.85	48.18	
Margin Value	35.17	16.06	29.01	23.44	16.96	14.85	10.80	12.74	
Gross Burdened Hourly Rate:	\$269.63	\$123.16	\$222.40	\$179.71	\$130.06	\$113.88	\$82.83	\$97.71	
	AV	AV	AV	AV	CIV	AV	CIV	ADMIN	
	St. Louis	KCMO	Topeka	KCMO	KCMO	Dallas	KCMO	KCMO	
<b>A. BASIC SERVICES</b>									
1. Program Management									
1.1 30% Project Management	2	16	10						
1.2 90% Project Management	2	16	10						
1.3 100% Project Management	2	16	10						
1.4 Bid Phase Project Management	2	16	10						
1.5 Administrative / Invoicing	8	8	8					16	
Total hours =	144	72	48	0	0	0	0	16	
Total =	\$23,262.86	\$2,157.08	\$8,867.18	\$10,675.30	\$0.00	\$0.00	\$0.00	\$1,563.30	
2. Basic Project Development									
2.1 Surveys		16	8						
2.2 Geotechnical		16	8						
Total hours =	48	32	16	0	0	0	0	0	
Total =	\$7,499.40	\$0.00	\$3,940.97	\$3,558.43	\$0.00	\$0.00	\$0.00	\$0.00	
3. 30% Documents									
3.1 Prelim. Civil Design		12	12			32	80		
3.2 Prelim. Design CSPP		12	12		16	32	60		
3.3 Prelim. 7460-1		8	8			8	16		
3.4 Prelim. Permitting			16						
3.5 Prelim. Cost Estimates		2	2				8		
3.6 Prelim. Quality Checks, Submittal and Reviews		4	4	16		8			
Total hours =	368	38	54	16	16	80	164	0	
Total =	\$44,340.82	\$0.00	\$4,679.90	\$12,009.72	\$2,875.40	\$2,081.00	\$9,110.73	\$13,584.07	\$0.00
4. 90% Documents									
4.1 Developed Civil Design		8	8			32	60		
4.2 Developed Design CSPP		2	2			8	16		
4.3 Developed 7460-1		2	2			4	8		
4.4 Developed Cost Estimates		2	2				2		
4.5 Developed Quality Checks, Submittal and Reviews		4	4	16		8			
Total hours =	174	20	16	16	0	44	78	0	
Total =	\$20,368.55	\$0.00	\$2,463.11	\$3,558.43	\$2,875.40	\$5,010.90	\$6,460.71	\$0.00	
5. 100% Documents (IFC)									
5.1 Final Civil Design		8	8			16	40		
5.2 Final Design CSPP		2	2			4	12		
5.3 Final 7460-1		2	2				2		
5.4 Final Cost Estimates		2	2	16			2		
5.5 Final Quality Checks, Submittal and Reviews		2	2	16			2		
Total hours =	119	16	11	16	0	20	56	0	
Total =	\$14,208.45	\$0.00	\$1,970.49	\$2,446.42	\$2,875.40	\$0.00	\$2,277.68	\$4,638.46	\$0.00
6. Bid Process									
6.1 Pre-Bid Conference		8	8						
6.2 Bid Assistance		24	16			8			
6.3 Bid Opening		4	4						
6.4 Bid Analysis & Recommendation of Award		4	4						
6.5 FAA Grant Application Documents		4	8						
Total hours =	92	44	40	0	0	8	0	0	
Total =	\$15,225.99	\$0.00	\$5,418.83	\$8,896.09	\$0.00	\$911.07	\$0.00	\$0.00	
<b>PART A SUBTOTAL = \$124,906.07</b>									
<b>B. SPECIAL SERVICES</b>									
Special Services	0	0	0	0	0	0	0	0	
Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>PART B SUBTOTAL = \$0.00</b>									
<b>GRAND TOTAL = \$124,906.07</b>									
WSP Hourly Costs Only (Does not include expenses or subconsultants)									

- (1) Mileage, Motel and Meals  
 (2) Equipment, Materials and Supplies

- (3) Computer Services  
 (4) Vendor Services

	Kuchinski	Stallbaumer	Freund	Mueller	Voss	Savage	Lashbrook	Viteri	TOTALS
	Jennifer Kuchinski	Sam Stallbaumer	Joseph R. Freund	Dale Mueller	Nick Voss	Zach Savage	Logan Lashbrook	Enrique Viteri	Aver Hly Rate
Employee Classification	Principal	Project Manager	Dep. Proj. Manager	Quality Control	Engineer	Engineer	Junior Engineer	Admin	
OVHD Rate	111.60%								
Hourly Rate 2022	101.50	16.36	83.72	67.65	48.96	42.87	31.18	36.78	
Hourly Rate 2021	82.20	11.70	67.50	65.46	48.96	41.41	30.15	37.41	18.15
Margin	11.60%								
Total Hours	8.00	222.00	185.00	48.00	16.00	152.00	298.00	16.00	945
Person Months	0.1	1.6	1.3	0.3	0.1	1.1	2.1	0.1	6.8
PM Reserve	5.0	34.0	34.0	5.0	5.0	10.0	14.0	5.0	
Hours for WBS	3	188	151	43	11	142	284	11	
	\$2,157.08	\$27,340.48	\$41,144.39	\$8,626.20	\$2,081.00	\$17,310.38	\$24,683.24	\$1,563.30	\$ 124,906.07
	1.7%	21.9%	32.9%	6.9%	1.7%	13.9%	19.8%	1.3%	100%



October 25, 2021

Mr. Joseph "Jay" Freund  
Aviation Project Manager  
WSP  
300 Wyandotte, Suite 200  
Kansas City, MO 64105

**RE: Proposal for Professional Engineering Services – DESIGN SERVICES  
Topeka Regional Airport (KFOE)  
Topeka, KS  
New Aviation Fuel Bulk Storage and Loading/Unloading Facility  
Argus Proposal No. 20211259**

Dear Mr. Freund,

We appreciate the opportunity to provide this proposal for professional engineering services for the design/bidding phase for a new fuel storage and bulk loading/unloading system at Topeka Regional Airport (KFOE) to better serve the aviation community and airport tenants. At Argus, we strive to be recognized as the trusted leader in the planning, engineering, and management of fuel handling systems. With over 27 years of experience in aviation fuel systems across the country and specialized expertise in civil, mechanical, electrical, controls, and environmental engineering, we can certainly add value to the future project.

This proposal is based upon our current understanding of the project and can be revised following further discussion or after the kickoff meeting. For the purpose of this proposal:

- Argus Consulting will be referred to as the "Engineer"
- The Airport will be referred to as the "Owner," and
- WSP will be referred to as the "Client."

It has been assumed that the project will be primarily controlled by the Client, the Client is contracted with the Owner, Argus will be directly contracted with the Client, and all communication will follow that protocol.

#### **OVERALL SCOPE OF THE PROJECT**

We understand the Owner is interested in constructing a new fuel facility to replace their existing system(s). The following represents our understanding of the project scope.

- A. The airport wishes to install a new aviation fuel "bulk" storage facility to support both AVGAS 100LL and JET-A fuels.
- B. The proposed facility shall utilize independent bulk loading/unloading/recirculation pump and filter skids which serve to unload the over-the-road (OTR) transport delivery trucks, load refueler

M:\Proposals\2021 Proposals\20211259 - KFOE Topeka Fuel Farm - Design - GAKFOE - Topeka Regional Airport Fuel System Proposal - Design Phase.docx



vehicles and allow for recirculation of the system or tank-to-tank transfer in the event of multiple tanks.

- C. The proposed loading skids would be sized at 200 gpm for AVGAS and 400 gpm for JET-A fuel. It is proposed to place the two fuel loading skids on a concrete pad that drain towards the truck containment area pad within the “airside” area of the airport. At a minimum the skid will include a pump, filtration, static relaxation chamber, meter, flow computer, overfill prevention and grounding verification, loading hoses, control valve and other associated mechanical equipment.
- D. The proposed unloading skids would be sized for 400gpm for both AVGAS and JET-A fuel. It is proposed to place the two fuel unloading skids on a concrete pad that drain towards the equipment containment area pad within the “airside” area of the airport. At a minimum the skid will include a pump, filtration, static relaxation chamber, meter, flow computer, grounding verification, unloading hoses, control valve and other associated mechanical equipment.



**Typical Bulk Loading, Unloading and Recirculation Skid**

- E. For the anticipated fuel usage, one (1) 12,000-gallon AVGAS tank and three (3) 40,000-gallon JET-A tanks are proposed. Future expansion of two (2) 40,000-gallon JET-A tanks will be accounted for in the development of the site. All tanks will be double walled (UL-2085).



**Typical Aboveground Storage Tank**

- F. It is anticipated that the new fuel facility will be comprised of all aboveground equipment, infrastructure, and tanks. This reduces the need for additional environmental obstacles/operations and cathodic protection system costs.
- G. The new tanks and “bulk” loading/unloading skids will be placed on a curbed concrete containment pads which will provide for “general” containment of the piping as required by the EPA 40 CFR Part 112 SPCC regulations. The tanks themselves will be double walled, which provides for stand-alone secondary containment.
- H. Each bulk loading and unloading skids will be provided with canopies to protect the equipment and operators from the elements.
- I. The JET-A and AVGAS 100LL systems will be provided with truck loading/unloading “sized” containment system to meet EPA 40 CFR Part 112 SPCC regulations. This will include a “drive-in” curbed containment pad, remote containment basin for impounding, underground containment piping and pump out capabilities. The refueler loading position can also serve as a contained parking position for the trucks when not in use.



**Typical “Drive-In” Truck  
Containment Pad**



**Typical Remote Containment Pad**

- J. Provide electrical power and communications to the new systems. It is assumed that sufficient electrical power is available at the airport and adjacent to the preferred location. Power supply to the proposed facility site will be designed and provided by Engineer, but will require coordination with the Client/Owner.
- K. A new Emergency Fuel Shutoff (EFSO) system will be provided that typically trips all power to the new fuel system only when activated.
- L. An automatic tank gauging and electronic monitoring system for liquid levels will be incorporated with outputs that can be observed from the adjacent electrical rack
- M. New overhead lighting will be incorporated throughout the site and incorporated into the equipment canopies for the bulk loading/unloading, tank access platforms, etc.
- N. It is assumed that no significant fire protection is required at the new tank facility, other than skid mounted fire extinguishers, and therefore additional fire protection aspects of the program is not anticipated.
- O. A survey of the site will be completed by the Client or by other means. The Client is responsible for establishing or providing all property limits, overall property site topo features, architectural structures, survey control and benchmarks, etc. The survey shall provide an accurate



representation of the proposed location as well as collection of the topographic and elevation data. The survey generated background file(s) shall be converted for use in AutoCAD version 2020 or newer and provided to the Engineer. All visual utilities and surface features within the project area will be surveyed. The survey will be conducted and set up on a real world or arbitrary site-specific coordinate and elevation system.

- P. It has been assumed that this project will be a stand-alone construction package and will not be combined with any other work, thus the construction drawings will be set up using the Engineer's CAD standards, borders, pen tables, etc.
- Q. The technical specification will be written and prepared by the Engineer and will cover all equipment and materials required for this project. All front end documents including the general conditions, special conditions, contract, bid forms, etc. will be prepared by the Client. The Engineer will provide front end specifications for compliance submittals, RFI's and close-out submittals.
- R. Decommission and demolish the existing fuel facilities, including underground storage tanks, aboveground piping, equipment, infrastructure, and buildings.

### **SCOPE OF SERVICES**

To simplify this project, we propose conducting professional engineering design services in the following breakdown, incorporated into our fee, and described in this section:

- 1. Detailed Design**
- 2. Bidding Support**

#### **Detailed Design**

After receiving written notice to proceed (NTP) from the Client, the Engineer will provide the following services:

- A. Travel to and participate in a project kick-off meeting with various attendees from the Airport, Owner Operator, Client, and any other necessary stakeholders. The primary purpose of this trip is to fully understand the scope of the project, familiarize ourselves with the airport and the existing facilities, start preliminary discussions regarding the overall design of the system, review available data and to define the project scope, schedule, and Owner requirements. The Engineer will prepare a list of key decisions and topics required to advance the fuel facility design.
- B. Prepare construction documents consisting of all drawings (100% complete) and technical specifications. The Engineer shall furnish draft design documents for review. Drawings, specifications will be prepared in conformance with Engineer standards and contract documents will be prepared in conformance with standards provided by the Owner.
- A. The Engineer will provide complete detailed design of the proposed facility for the following disciplines:
  - Civil Engineering
  - Structural Engineering
  - Mechanical Engineering
  - Electrical Engineering
  - Communications/Controls Engineering
  - Environmental Engineering
- C. The following represents the proposed drawing and specification list:

#### **Preliminary Drawing List**

- 1. COVER SHEET
- 2. LEGEND AND ABBREVIATIONS
- 3. GENERAL NOTES
- 4. EXISTING OVERALL SITE PLAN

5. DEMOLITION PLAN
6. OVERALL FUEL SITE PLAN
7. OVERALL GRADING PLAN
8. OVERALL PAVING PLAN
9. OVERALL FENCING PLANS
10. OVERALL SIGNAGE PLANS
11. CIVIL DETAIL SHEETS (typ. of 3)
12. CONTAINMENT SYSTEM PLANS
13. CONTAINMENT SYSTEM DETAILS
  
14. STRUCTURAL FOUNDATION PLAN
15. STRUCTURAL FOUNDATION SECTIONS AND DETAILS
  
16. MECHANICAL LEGEND AND ABBREVIATIONS
17. MECHANICAL FLOW DIAGRAMS
18. OVERALL MECHANICAL SITE PLAN
19. MECHANICAL PARTIAL PLANS
20. SKID SECTIONS AND ELEVATIONS
21. TANK SECTIONS AND ELEVATIONS
22. MECHANICAL DETAIL (typ. of 3)
23. MECHANICAL SIGNAGE
  
24. ELECTRICAL LEGEND AND ABBREVIATIONS
25. HAZARDOUS AREA PLAN
26. GROUNDING PLAN
27. OVERALL ELECTRICAL SITE PLAN
28. PARTIAL PLANS
29. ELECTRICAL DETAILS (typ. of 3)
30. WIRING DIAGRAM
31. ELECTRICAL SCHEDULES

Preliminary Specification List

1. COVER SHEET
  2. TABLE OF CONTENTS
  3. CERTIFICATION PAGE
  4. REQUESTS FOR INTERPRETATION (RFI'S)
  5. SUBMITTAL PROCEDURES
  6. CLOSE-OUT SUBMITTALS
  7. SITE PREPARATION AND EARTHWORK
  8. CAST IN PLACE CONCRETE FOR STRUCTURES
  9. FIELD MOLDED JOINT SEALANTS
  10. FUEL SYSTEM COATINGS
  11. FUEL SYSTEM ABOVEGROUND HORIZONTAL TANK(S)
  12. FUEL SYSTEM SKID(S)
  13. FUEL SYSTEM GENERAL PROVISIONS
  14. FUEL SYSTEM INSTALLATION, TESTING AND FLUSHING
  15. FUEL SYSTEM ELECTRICAL REQUIREMENTS
  16. FUEL SYSTEM CONTROLS
- B. Engineer shall furnish copies of the Construction Documents listed above and will be submitted to the Owner in the following packages:
- 1) Issued for Review -- 30%

- 2) Issued for Review – 90%
- 3) Issued for Construction – 100% (To be used for bidding and permitting)
- C. Each submittal (30%, 90% and 100%) will include drawings, specifications, and supporting documents and forms. The 30% and 90% submittal will be intended for Client/Owner review and followed by a review meeting.
- D. Make revisions to the Construction Documents as may be required after review by the Owner following the Issue for Review submittals. This will be accomplished in a one-time effort to incorporate any and all comments. Engineer shall furnish the Owner with copies of all revised documents.
- E. Furnish an Engineers Estimate of Probable Cost based on the Drawings and Specifications
- F. Prepare FAA Form 7460-1, Notice of Proposed Construction or Alteration, and supporting documents as necessary and submit to the FAA for approval. This will be for the fixed equipment and the contractor will prepare and submit secondary forms for construction means-and-methods.
- G. This phase is to be considered a 100% design package.

#### Bidding Support

After receiving written notice to proceed (NTP) from the Client, the Engineer will provide the following services:

- A. Pre-Bid Conference: Participate and conduct the pre-bid conference, with the accompaniment of the Client, Owner, Airport personnel, potential contractors, subcontractors, suppliers, etc. For the Engineer this meeting will be conducted in person. The Engineer shall prepare and distribute meeting agenda and minutes of the conference to all attendees.
- B. Bidding Support: It has been assumed that the Owner/Client will provide the majority of the bidding services for the project, and the Engineers involvement will be minimal. However, the Engineer will provide the following:
  - a) Review and respond to Contractor's technical questions during the bidding phase.
  - b) Prepare Addendums as deemed necessary to address bidder questions, design changes, and permitting comments for distribution by others. It is anticipated that all questions, changes, and comments will be addressed in a single Addendum.
  - c) Review bids from potential contractors, evaluate and provide observations and recommendations on bid award to the Client and Owner.
  - d) For bidding support the Engineer has included 50 hours in the fee, and if this limit is met the Engineer and Owner must enter into negotiations for continuing these services.

#### Optional Scope of Services

These services have been provided by the Engineer on similar projects as requested by the respective Owner, however for this proposal have not been included. If any of these services are requested, additional fee and schedule will be necessary, via change order, prior to commencing the task.

- A. Prepare a preliminary draft Spill Prevention, Control and Countermeasures (SPCC) plan. This assumes the new facility is a standalone facility and no other equipment, tanks, etc. are included. The SPCC plan will be revised, and a “final” copy will be provided once the new system is constructed, commissioned, and operational.

#### **DELIVERABLES**

The following deliverable will be made for each phase:



Detailed Design

- A. Project kick-off meeting discussion topics (electronic)
- B. Copies of the design documents for each submittal package listed in Scope of Services section. (electronic)
- C. Engineers Estimate of Probable Cost (electronic)
- D. FAA Form 7460-1 - Notice of Proposed Construction or Alteration Forms

Bidding Support

- A. Pre-Bid Conference agenda and meeting minutes (electronic)
- B. Design document addendums, as needed (electronic)

**ASSUMPTIONS**

The following assumptions have been made with respect to the project and preparation of this proposal:

- A. The primary designed system will have “bulk” fuel loading/unloading capabilities only. Pumping, filtration, etc. for dispensing directly into aircraft is not included at this time.
- B. Any actual surveying necessary for this phase of the existing facility or proposed site(s) will be completed by the Client or by other means to allow development of CAD drawings and backgrounds for the project. It is proposed to use AutoCAD 2020 or earlier for the development of the drawings.
- C. The proposed design of the overall system, tanks and skids will be based upon the Engineers General Aviation fueling standards.
- D. The design of the tanks and skids will be based upon the Engineer’s standards complying with International Fire Code, NFPA 407, NFPA 30, NEC and applicable state and local municipal building and fire codes. The applicable adopted fire code for this location and project has been identified as the International Fire Code, 2015 edition. Any Owner/Client driven variations to the Engineer’s standards will result in additional fee and schedule.
- E. No MOGAS, Diesel or other fuel types are anticipated for this project. The proposed system will NOT include overwing self-serve dispensing infrastructure, components, or operations.
- F. All effort associated with obtaining final building and fire code permits will be the full responsibility of the awarded contractor. Permitting prep/assistance has not been included in this proposal.
- G. Any design associated with water, sanitary, storm water and fire hydrants will be provided by the Client. The design does not anticipate any major utility relocation.
- H. Design for the proposed ingress/egress access drives will be a group effort between the Engineer and Client.
- I. Since the construction area is anticipated to be less than one acre, a Storm Water Pollution Prevention Plan (SWPPP) for construction is not required and therefore the preparation of the construction SWPPP has not been included in the scope of work.
- J. It is assumed the electrical service and transformer size is adequate to provide service to the new facility and in near proximity to the proposed location. If not, a new power service from origination to proposed site will be provided by the awarded contractor or through the local power supply utility company.
- K. It is anticipated that there will be a need for geotechnical data or studies for the proposed site and that geotechnical services will be provided by the Engineer for this project.
- L. The duplication and distribution of the construction contract documents to prospective bidders shall be by the Client or Owner.

- M. It is assumed that no fire protection is required at the fuel facility beyond the provision of a skid mounted portable fire extinguisher(s).
- N. The design does include modifications or new construction of Airport perimeter/security fencing or barricades.
- O. This project will not be phased in any sort or variation, and all work will be constructed in a single sequence by one awarded contractor.
- P. The Client and/or Owner will advertise and obtain bids from potential contractors, prepare bid tabulation sheets, evaluate bids, and recommend bid award. These services can be provided by the Engineer, but for this proposal have not been included. A maximum of 50 hours has been included for bid support in the Scope of Services section of this proposal.
- Q. The total number of meetings/site visits has been estimated in our fee as the following:

1) Detailed Design

- Project Kick-off Meeting – Site Visit
- Monthly Client coordination meetings
- Client Update/Progress Review – Site Visit
- Survey/Site Investigation/Geotech and Environmental Coordination – Site Visit
- Issued for Review (30%) Submittal – Owner Comments – Teleconference
- Issued for Review (90%) Submittal – Owner Comments – Teleconference
- Issued for Review (100%) Submittal – Owner Comments – Teleconference

2) Bidding Support

- Pre-Bid Conference – Site Visit

**Total Trips = 4**

- R. Additional site visits, beyond the aforementioned list, at the request of the Owner or Client, will be on a time and materials basis and the Engineer shall be compensated accordingly.
- S. The overall construction budget will be established and communicated, by the Client and/or Owner.
- T. If available, the Owner will provide any and all as-built information for existing facilities and utilities which may be affected by this project.
- U. All front-end documents including the contract, general conditions, special conditions, bid forms, etc. will be prepared and fully responsible by the Client and/or Owner.
- V. Construction support services have not been included in the proposal. This includes compliance submittal review, RFI's, site inspections and construction oversight, commissioning and start-up, training, and as-built drawing preparation. A separate proposal will be created to capture these services.

**PROGRAM SCHEDULE**

For planning purposes, we offer the following preliminary schedule for proposed project and will be revised throughout the process.

NTP	Q4 of 2021
Detailed Design	5 Months
Bidding Support	1 Month (estimated)
Construction Admin Awarding Contracting, NTP	6 Months (estimated)

Construction Support Services

10 Months (estimated)

**Estimated Design Phase**

**6 Months**

**FEE FOR SERVICES**

Based upon the scope of the project and services previously stated, the following represents our fee for these professional services.

- A. To accomplish each task of this project, Argus will provide the professional services stated in this proposal up to a maximum of 7 months from NTP. Assuming a NTP in the fourth quarter of 2021 most of the detailed design is anticipated to be performed in 2021 and 2022 and all bidding services is anticipated to be performed in 2022.
- B. To accomplish this Work, Argus will provide all labor and expenses for the detailed design project on a Lump Sum (LS) basis, and all bidding services on a Time and Materials (T&M) basis. Should a change in scope or services be requested by the Client and/or Owner, the additional services can be provided either on a negotiated lump sum basis, or on a Time and Materials basis.
- C. The following presents our (Argus) fee for the project:

<u>Detailed Design (LS)</u>	
Labor	\$264,075
Direct Expenses	\$925
<u>Bidding Support (T&amp;M)</u>	
Labor	\$29,600
Direct Expenses	\$400
<u>Subconsultants (LS)</u>	
Geotechnical	\$12,650
Asbestos and Lead Paint Assessment	\$5,500
<b>Total</b>	<b>\$313,150</b>

- D. This proposal is valid for 90 calendar days.

Fuel system planning, design, construction, and management demand a high level of technical expertise due to their vast complexity, hazardous nature, environmental impacts and evolving technology and regulations. We are prepared to commit our experienced technical resources to your project upon your notification of award. Should you have any questions or want to discuss the scope of services in depth, please contact me at (816) 874-8236. We look forward to working with you on this project. Thanks again for the opportunity to provide our proposal for this work.

Sincerely,



Garrett Gjerstad, PE  
Director of Project Management  
Direct: 816-874-8236  
[ggjerstad@argusconsulting.com](mailto:ggjerstad@argusconsulting.com)

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **MTAA Board of Directors Election of Officers  
for December 2021 through November 2022.  
(Board Action Required)**



Date: November 8, 2021

This is the time of year the election of officers normally takes place for the twelve (12) month period beginning December 1<sup>st</sup>. There is nothing in the MTAA By-Laws that dictates the procedure to be used in the election of officers. The ultimate decision is up to the entire Board of Directors and the commitment that each Board Member feels comfortable in making.

I would like to take this opportunity to thank the Board of Directors and our 2021 Chair, Tom Wright, for the leadership and guidance provided to the MTAA staff throughout the year.

Office of: President  
To: Board of Directors  
From: Eric M. Johnson



Subject: **Board of Directors to Consider Resolution No. 21-278 for Authorization of Depository Signatures; and Resolution No. 21-279 for Authorization of Certificates of Deposit Signatures at All Shawnee County Financial Institutions. (Board Action Required)**

Date: November 8, 2021

With the election of a new chairman, the Board of Directors needs to review and approve Resolutions as follows:

1. Resolution No. 21-278 for Certification of Authorization of signatures on the bank accounts at Fidelity State Bank & Trust;
2. Resolution No. 21-279 to designate signatures for the Certificates of Deposit. (MTAA currently has CD investments totaling \$3,770,803 with: Equity Bank; Fidelity State Bank & Trust; Heritage Bank; and Vision Bank)

Please note that Resolution No. 21-279 allows for any and all other state and national banks and federally-chartered savings and loan associations, with a facility within Shawnee County, Kansas, to be designated.

The Resolutions presented will remove Mr. Wright's name from the signature cards and will add the new chair's name as an authorized signer on behalf of the MTAA, along with the President and Director of Administration and Finance. Enclosed in your meeting information is a copy of each proposed resolution as it pertains to either MTAA deposit banking accounts or certificates of deposit.

Please contact me if you have questions about any of the proposed resolutions.



**METROPOLITAN TOPEKA AIRPORT AUTHORITY**  
**Resolution No. 21-278**  
**CORPORATE BANKING RESOLUTION**  
**(for Deposit Accounts)**

**Depositor:** Metropolitan Topeka Airport Authority  
6510 SE Forbes Ave Ste 1  
Topeka, KS 66619-1446

**Financial Institution:** Fidelity State Bank and Trust Co., Topeka, KS  
600 S Kansas Ave  
P.O. Box 1737  
Topeka, KS 66601-1737

**Account No:** [REDACTED]

I, the undersigned Secretary of the Corporation named above, HEREBY CERTIFY that the Corporation is organized and existing under and by virtue of the laws of the state of Kansas as a corporation for profit, with its principal office at 6510 SE Forbes Ave Ste 1, Topeka, KS 66619-1446

**ACCOUNT HOLDER.** Metropolitan Topeka Airport Authority is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the Board of Directors of the Corporation, duly and regularly called and held on \_\_\_\_\_, at which a quorum was present and voting, the following resolutions were adopted:

**RESOLVED**, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Corporation, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Any one (1) of the following named officers or employees of this Corporation ("Agents"), whose actual signatures are shown below:

X \_\_\_\_\_  
Cheryl A. Trobough, Director of Admin & Finance of  
Metropolitan Topeka Airport Authority

X \_\_\_\_\_  
Eric M. Johnson, President of Metropolitan Topeka  
Airport Authority

X \_\_\_\_\_  
, Chairman of the Board of Metropolitan Topeka  
Airport Authority

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

**FURTHER RESOLVED**, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Corporation's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

**FURTHER RESOLVED**, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

**FURTHER RESOLVED**, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Corporation may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

**FURTHER RESOLVED**, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified in any manner whatsoever.

**CORPORATE BANKING RESOLUTION (for Deposit Accounts)**  
**(Continued)**

Page 2

IN TESTIMONY WHEREOF, I have hereunto set my hand on \_\_\_\_\_, 2021 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

CORPORATE

SEAL

X

\_\_\_\_\_  
\*Secretary or Assistant Secretary

X

\_\_\_\_\_  
Co-\*Secretary or Assistant Secretary

\*NOTE: In case the Secretary or Assistant Secretary or other certifying officer is designated by the foregoing resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.

DEPOSIT PRO, Ver. 20.4.10.019 Copr. Finestra USA Corporation 1996, 2021. All Rights Reserved. KS - KS - C:\CFITIS\L716 TR-17711

**METROPOLITAN TOPEKA AIRPORT AUTHORITY**  
**Resolution No. 21-279**

WHEREAS, it is the desire of the Board of Directors of the Metropolitan Topeka Airport Authority to treat all Shawnee County Banks and Savings & Loan institutions in a fair manner, and

WHEREAS, it is in the best interest of the Metropolitan Topeka Airport Authority to receive bids on interest rates for available investments,

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Metropolitan Topeka Airport Authority meeting in regular session on the 17<sup>th</sup> day of November, 2021 that:

In accordance with the provisions of K.S.A. 9-1401, the Metropolitan Topeka Airport Authority does herewith designate the following Federal or State banks to serve as depositories of the funds of the MTAA, to-wit:

Alliance Bank;  
Capital Federal Savings Bank;  
Central National Bank;  
Community Bank;  
CoreFirst Bank & Trust;  
Equity Bank;  
Fidelity State Bank and Trust Company;  
Heritage Bank;  
Kaw Valley State Bank & Trust Company;  
Silver Lake State Bank;  
Vision Bank; and

Any and all other state and national banks and federally chartered savings and loan associations with a facility within Shawnee County, Kansas.

RESOLVED FURTHER that any two (2) of the following officers or designated agents of the Metropolitan Topeka Airport Authority are hereby authorized to sign and/or countersign on behalf of the Metropolitan Topeka Airport Authority, all checks, drafts, bills of exchange, or other orders for the payment of money, when drawn on or addressed to any of the designated depositories, whether same be payable to the order of, or in favor of the officers of person signing or countersigning them, or to any of said officers of person in his individual capacity, or otherwise, and whether same be deposited to the individual credit of any of the officers or person, or otherwise.

\_\_\_\_\_, Chair of the Board

Eric M. Johnson, MTAA President

Cheryl A. Trobough, MTAA Director of Administration and Finance

RESOLVED FURTHER that endorsements on behalf of the Metropolitan Topeka Airport Authority upon any and all checks, drafts, or other instruments for the payment of money deposited by or on behalf of the Metropolitan Topeka Airport Authority in said account, for credit and/or for collection, may be made by any of the above-mentioned officers or agents or by a hand-stamped impression in the name of the Metropolitan Topeka Airport Authority, as signed below:

\_\_\_\_\_  
\_\_\_\_\_, Chair of the Board

\_\_\_\_\_  
Eric M. Johnson, MTAA President

\_\_\_\_\_  
Cheryl A. Trobough, MTAA Director of Administration and Finance

RESOLVED FURTHER that the foregoing powers and authority are to continue until written notice of revocation has been given by the Metropolitan Topeka Airport Authority.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of the Metropolitan Topeka Airport Authority this 17<sup>th</sup> day of November, 2021.

Tax Identification No. 48-0878790

Metropolitan Topeka Airport Authority

By \_\_\_\_\_  
Chair of the Board

Attest:

\_\_\_\_\_  
Secretary of the Board

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Board to Consider Approval of MTAA Resolution  
No. 21-280 Authorizing the Acceptance of  
Airport Rescue Grant Offer No. 3-20-0113-043-022  
Through Federal Aviation Administration.  
(Board Action Required)**



METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL | BILLARD AIRPORT  
AIRPORT & BUSINESS CENTER

Date: November 12, 2021

The Federal Aviation Administration (FAA) recently offered a (100%) grant to provide eligible sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport. We applied for a project to enlarge the sterile area of the terminal building at Topeka Regional Airport. This grant will fund a project to enclose the WiFi lounge in the terminal building and open this area to the Sterile area. Doing so will nearly double the occupancy of the area and allow for social distancing. The current layout of the sterile area is about 1,600 square feet and provides seating for approximately 80 passengers. A typical charter operation could have double that number of passengers, possibly even more.

I am requesting the Board of Directors authorize staff to accept the Airport Rescue Grant in the amount of One Million Fifty-Seven Thousand Thirty-Nine Dollars (\$1,057,039.) We are required to advertise a request for qualification for architects interested in designing, bidding and overseeing this project. Again, the project is 100% funded by the FAA with no matching obligation of MTAA funds.

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

# MTAA RESOLUTION NO. 21-280

## RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT OFFER FROM THE UNITED STATES RELATING TO THE DEVELOPMENT OF TOPEKA REGIONAL 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 One Million Fifty-Seven Thousand Thirty-Nine Dollars and No Cents (\$1,057,039.00) for AIP Project #3-20-0113-043-2022 from the Administrator of the Federal Aviation Administration, for the purpose of obtaining federal aid to be used for combating the spread of pathogens at Topeka Regional 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 will be attached hereto.

Adopted this 17<sup>th</sup> day of November, 2021 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 the 17<sup>th</sup> day of November, 2021, 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, this 17<sup>th</sup> day of November, 2021.

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Cheryl A. Trobough  
Authority Clerk





U.S. Department  
of Transportation  
Federal Aviation  
Administration

## AIRPORT RESCUE GRANT

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date November 9, 2021

Airport/Planning Area Topeka Regional

Airport Rescue Grant No. 3-20-0113-043-2022

Unique Entity Identifier 150947141

TO: Metropolitan Topeka Airport Authority  
(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 an Airports Rescue Grant Application dated **July 20, 2021**, for a grant of Federal funds at or associated with the **Topeka Regional Airport**, which is included as part of this Airport Rescue Grant Agreement;

**WHEREAS**, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the **Topeka Regional Airport**, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

**WHEREAS**, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

**WHEREAS**, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to **Topeka Regional Airport** incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

**NOW THEREFORE**, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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 **\$1,057,039**, allocated as follows:
 

\$1,057,039	ARPA General [KV]
-------------	-------------------
  
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

## c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
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 unless this offer has been accepted by the Sponsor on or before **January 15**, 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, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue 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(s). 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 relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - 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 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. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
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. **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.
14. **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.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods 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.
16. **Audits for Sponsors.**

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/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **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 the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is 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. subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**18. 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 this Airport Rescue Grant or subgrant funded by this Grant.
  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 funded by this Airport Rescue Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
  2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –



- A. Associated with performance under this Airport Rescue Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

**20. 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) of this Grant condition, information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. 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:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
    - e. A court or grand jury;
    - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - g. An authorized official of the Department of Justice or other law enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement 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).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

## SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

### CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

### CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 9, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Jim A. Johnson*

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(Signature)

**Jim A. Johnson**

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(Typed Name)

**Director, Central Region Airports Division**

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(Title of FAA Official)

## Part II - Acceptance

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, 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 Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated

**Metropolitan Topeka Airport Authority**

*(Name of Sponsor)*

*(Signature of Sponsor's Designative Official/Representative)*

By:

*(Type Name of Sponsor's Designative Official/Representative)*

Title:

*(Title of Sponsor's Designative Official/Representative)*

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<sup>1</sup> Knowingly 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.



**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 ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
(Signature of Sponsor's Attorney)

Office of: President

To: Board of Directors

From: Eric M. Johnson



Subject: **Consider Purchase of 2021 Budgeted  
Equipment – Compact Track Loader.  
(Board Action Required)**



**MTAA**

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL | BILLARD AIRPORT  
AIRPORT & BUSINESS CENTER

Date: November 12, 2021

The purchase of a compact track loader was included in the 2021 budget. Staff researched equipment from various manufacturers. We discovered working with the Kansas State procurement officer that John Deere had the state contract on various models but not the one we identified. The local John Deere representative presented two options for consideration. They offer a standard government discount price for the John Deere 325G compact track loader. This price is discounted 13% off the retail price that would be available to the public. The other option available to all governmental entities is the Sourcewell Collaborative discount program. Only accepted municipal entities can participate in this program and it offers 19% off retail pricing. We applied for membership and were accepted.

The Sourcewell quote for the 325G compact track loader is \$ 60,824.15. This is \$4,332.67 less than the standard government price.

I am requesting authorization to purchase a John Deere 325G compact track loader through the Sourcewell contract from Murphy Tractor & Equipment at a cost not to exceed Sixty Thousand Eight Hundred Twenty-Four Dollars and Fifteen Cents (\$60,824.15).

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

# Activity Report



## Topeka Regional Airport

FOE FAA TOWER OPERATIONS	Oct-21	Oct-20	Oct-19	2021	2020		2019	
				Accumulated Totals Y-T-D	Y-T-D Through Oct	Calendar Yr Totals	Y-T-D Through Oct	Calendar Yr Totals
Air Carrier	12	6	39	83	74	87	235	265
Air Taxi	47	46	33	342	320	359	295	373
Itinerant General	596	653	439	6,822	5,320	6,349	4,122	5,007
Itinerant Military	298	469	622	4,070	4,880	5,778	4,832	5,765
Local Civil	140	230	70	2,252	1,211	1,602	554	710
Local Military	507	756	410	10,364	6,920	8,543	5,037	6,475
GRAND TOTAL	1,600	2,160	1,613	23,933	18,725	22,718	15,075	18,595

PASSENGER ACTIVITY	Oct-21	Oct-20	Oct-19	2021	2020		2019	
				Accumulated Totals Y-T-D	Y-T-D Through Oct	Calendar Yr Totals	Y-T-D Through Oct	Calendar Yr Totals
<b>COMMERCIAL SERVICE</b>								
Passengers Enplaned	-	-	-	-	-	-	-	-
Passengers Deplaned	-	-	-	-	-	-	-	-
Aircraft Landed	-	-	-	-	-	-	-	-
<b>CHARTERS</b>								
Passengers Enplaned	305	131	713	1,162	2,358	2,524	3,983	4,663
Passengers Deplaned	159	133	474	1,109	2,322	2,456	3,211	3,853
Aircraft Landed	3	2	9	37	58	60	75	90
<b>MILITARY CHARTERS</b>								
Passengers Enplaned	220	242	49	6,918	519	519	8,539	8,539
Passengers Deplaned	212	-	4,372	961	83	83	8,364	9,242
Aircraft Landed	4	1	23	96	18	18	109	117
<b>Combined Total</b>								
Passengers Enplaned	525	373	762	8,080	2,877	3,043	12,522	13,202
Passengers Deplaned	371	133	4,846	2,070	2,405	2,539	11,575	13,095



## Billard Airport

TOP FAA TOWER OPERATIONS	Oct-21	Oct-20	Oct-19	2021	2020		2019	
				Accumulated Totals Y-T-D	Y-T-D Through Oct	Calendar Yr Totals	Y-T-D Through Oct	Calendar Yr Totals
Air Carrier	0	0	4	2	0	0	18	19
Air Taxi	111	65	129	789	651	703	936	1,163
Itinerant General	907	1,300	909	9,817	9,655	10,609	9,704	11,637
Itinerant Military	32	38	90	352	383	417	648	733
Local Civil	562	782	488	4,740	5,572	6,196	5,106	5,992
Local Military	0	10	0	110	154	154	22	22
GRAND TOTAL	1,612	2,195	1,620	15,810	16,415	18,079	16,434	19,566



**DELINQUENT ACCOUNTS  
AS OF OCTOBER 31, 2021**

NAME OF BUSINESS		TOTAL PAST DUE	OCTOBER 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 -												
A-1 RESTAURANT & BAR SUPPLY	RENT/FC	\$8,596.57	\$127.04	\$8,222.86	\$123.38	\$1.82	\$121.47	X	X			
ACA EVENT RENTAL	RENT/FC	\$2,534.13	\$2,497.23	\$36.90	\$0.00	\$0.00	\$0.00	X	X			
ADVANCE STREET ROD	RENT/FC	\$5,061.16	\$2,256.12	\$2,259.72	\$545.32	\$0.00	\$0.00	X	X			
HEARTLAND TREE SERVICE	RENT/FC	\$1,245.68	\$318.41	\$313.70	\$309.07	\$304.50	\$0.00	X	X			
TONY LYNCH	RENT/FC	\$3,451.26	\$1,742.34	\$1,708.92	\$0.00	\$0.00	\$0.00	X	X			
MICHELLE & DUKE KOELLING (MDK)	RENT/FC	\$1,269.03	\$1,269.59	-\$0.56	\$0.00	\$0.00	\$0.00	X	X			
PROMETAL FABRICATION LLC	RENT/FC	\$2,283.29	\$1,133.40	\$1,149.89	\$0.00	\$0.00	\$0.00	X	X			
R&R PALLET OF GARDEN CITY	FC	\$2,933.08	\$43.35	\$42.71	\$42.07	\$41.45	\$2,763.50	X	X			
RURAL DEVELOPMENT CORP	RENT/FC	\$26,210.47	\$387.35	\$381.77	\$376.13	\$370.57	\$24,694.65		X			X
VAERUS	RENT/FC	\$2,981.67	\$1,491.00	\$1,468.94	\$21.70	\$0.03		X	X			
SUBTOTAL		\$53,584.67	\$9,774.83	\$14,115.91	\$1,395.97	\$718.34	\$27,579.62					
- 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 -												
ATLAS AIR	LANDING FEES	\$475.00	\$475.00	\$0.00	\$0.00	\$0.00	\$0.00	X	X			
DELTA AIRLINES	LANDING FEES	\$1,438.00	\$1,438.00	\$0.00	\$0.00	\$0.00	\$0.00	X	X			
EASTERN AIRLINES	LANDING FEES	\$1,290.00	\$0.00	\$0.00	\$0.00	\$860.00	\$430.00	X	X			
ELITE AIRWAYS	LANDING FEES	\$1,792.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,792.50	X	X			
MIAMI AIR INTERNATIONAL	LANDING FEES	\$2,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,428.00	X	X			
RVR AVIATION	LANDING FEES	\$86.18	\$0.00	\$0.00	\$0.00	\$0.00	\$86.18	X	X			
UNITED AIRLINES	LANDING FEES	\$161.84	\$161.84	\$0.00	\$0.00	\$0.00	\$0.00	X	X			
SUBTOTAL		\$7,671.52	\$2,074.84	\$0.00	\$0.00	\$860.00	\$4,736.68					
PHILIP BILLARD:												
H&H AIRCRAFT SERVICE LLC	RENT	\$4,095.30	\$4,095.30	\$0.00	\$0.00	\$0.00	\$0.00	X	X			
SUBTOTAL		\$4,095.30	\$4,095.30	\$0.00	\$0.00	\$0.00	\$0.00					
WATER & SEWER:												
MICHELLE & DUKE KOELLING (MDK)	WATER/SEWER/FC	\$112.39	\$112.95	-\$0.56	\$0.00	\$0.00	\$0.00	X	X			
SUBTOTAL		\$112.39	\$112.95	(\$0.56)	\$0.00	\$0.00	\$0.00					
GRAND TOTALS		\$65,463.88	\$16,057.92	\$14,115.35	\$1,395.97	\$1,578.34	\$32,316.30					

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

Metropolitan Topeka Airport Authority  
Monthly Leasing Activity Report  
October 2021

JULY 2021 CPI is 5.3%

JULY 2021 CPI is 5.3%

TENANT	ADDRESS (FACILITY #)	FROM	TO
<b>NEW:</b>			
NONE		\$0.00	\$0.00
<b>RENEWALS DUE:</b>			
NONE		\$0.00	\$0.00
<b>OPTIONS EXERCISED:</b>			
Billard Airport Restaurant	3600 NE Sardou #4	\$12,713.65	\$12,967.92
<b>INCREASES:</b>			
Freeman Holdings LLC	7000 SE Forbes Ave. (#600)	\$19,441.84	\$20,491.70
Freeman Holdings LLC	6832 SE Ross St. (#609)	\$28,816.80	\$30,372.91
Heartland Coca-Cola Bottling (Fixed Rate)	435 SE 70th St. (#400)	\$23,052.00	\$30,205.00
Shawnee County Sheriff's Office	Firing Range (#667)	\$6,169.08	\$6,502.21
<b>DECREASES:</b>			
NONE		\$0.00	\$0.00
<b>MISCELLANEOUS:</b>			
LMC Inc.	206 SE Airport West Dr. (#820)	\$13,799.25	\$61,536.60
(Lease Expired - Negotiations Incomplete - Holdover Tenancy Payment)			

**\*\*MONTHLY INCOME CHANGES\*\***

New Annl. Rate	\$162,076.34
Old Annl. Rate	\$103,992.62
Annual Diff.	\$58,083.72
/12	\$4,840.31
Mo. Adj.	\$0.00
Mo. Incr. (Decr.)	\$4,840.31



Metropolitan Topeka Airport Authority  
Monthly Gross Rental Income Report  
October 2021

TOPEKA REGIONAL AIRPORT

	TENANT		FACILITY	MONTHLY RENT
1	Air National Guard		Jt. Use. Agreement	\$5,465.83 *
2	American Flight Museum	1	612	\$1,300.14
3	Combat Air Museum	2,3	602/604	\$295.59
4	Freeman Holdings LLC	4	600	\$1,707.64
	" "	5	601	\$4,245.59
	" "	7	609	\$2,531.08
	" "	8	610 - Suite 10,11	\$5,370.88
	" "	9	Land Lease (#613)	\$881.56
	" "	10	619	\$2,296.81
	" "	11	627	\$498.86
	" "	12	697	\$381.84
5	Gary Properties LLC	13	626	\$1,780.08
6	Haselwood Farm Inc.	14	Farm	\$161.50 ***
	Haselwood Farm Inc.	15	Farm A	\$104.84 ***
	Haselwood Farm Inc.	16	Farm B	\$740.09 ***
	Haselwood Farm Inc.	17	Farm C	\$96.58 ***
7	Pettit, Brooks	18	603 - 240sf	\$50.00
8	Shawnee County	19	667 (Firing Range)	\$541.85 ***
9	Topeka Police Dept.	20	669 (Firing Range)	\$103.09 ***
				\$28,553.85

	TENANT		FACILITY	MONTHLY RENT
1	ACA Event Rental LLC	1	260	\$2,348.50
2	AT&T Services, Inc.	2	280	\$472.19
3	Advanced Coatings Inc.	3	137	\$876.04 ***
4	A-1 Restaurant and Bar Supply	4	252	\$2,875.13
	A-1 Restaurant and Bar Supply	5	139 (storage)	\$500.00
	A-1 Restaurant and Bar Supply	6	624	\$4,500.00
5	Blue Jazz Java LLP	7	243	\$2,217.09
6	Brackett, Inc.	8	451	\$4,073.51
7	Concrete Supply of Topeka, Inc.	9,10,11	147-148-149	\$1,626.24
8	Evergy	12	Parking Lot S (#18)	\$1,916.67
9	F&L Enterprises Inc. dba WOW Truck and RV Wash	13	100	\$1,138.32
10	Federal Aviation Administration	14	620	\$824.94
11	Freeman Holdings LLC	15	178	\$63.71
12	Gainwell Technologies LLC	16,17,18,19	Parking Lots #1, #2, #3, #4	\$903.67
13	Gallery Classic, Inc.	20	384	\$4,377.50
14	Grandmother's Inc.	21	Parking Lot #21	\$1,125.74
15	Groendyke Transport Inc	22	Parking Lot #17 (6N Lot A)	\$630.69
16	Ground 1, LLC	23	Land Lease (#453)	\$6,377.45
17	H2I, LLC	24	Land Lease (#255)	\$666.96
18	Heartland Coca-Cola Bottling Co.	25	Land Lease (#400)	\$2,517.08
19	Henderson, Brad d/b/a Heartland Tree Service	26	Parking Lot #10W (260W)	\$300.00
20	Home Depot USA, Inc.	27,28,29,30	Parking Lots #7, #20, #23 & #24	\$3,345.79
21	Houser Enterprises, Inc	31	167	\$6,273.00
22	JSLewis, Inc.	32	415	\$386.92
23	KADA Enterprises LLC	33	Parking Lot #10E (260E)	\$306.00 ***
24	Kansas Sand & Concrete, Inc	34	Parking Lot #16 (Axton Lot A)	\$1,185.42
25	Kirk, Paul L. Sr. dba Advance Street Rod Design	35	140	\$1,768.00
26	Klaton Real Estate, LLC	36	Land & Bldg. Lease (#622)	\$1,519.66
27	Koelling, Michelle & Duke d/b/a MDK	37	801	\$1,250.84
28	LMC, Inc.	38	321	\$590.53
	"	39	Land Lease (#383)	\$228.77
	"	40	Land Lease ( #621)	\$257.06
	"	41	820	\$5,128.05 </>
29	Lewis, Mark A. d/b/a M. Lewis Properties	42	248	\$203.28
	"	43	629	\$458.54
30	Lynch, Tony C. dba T&J Repair	44	114	\$1,605.86
31	McPherson Contractors Inc.	45	452	\$1,126.19
32	Mr. O Auto Sales, LLC	46	183	\$329.92
33	Murray, Christopher d/b/a Mid-America Painting	47,48	123/129	\$543.87
34	NFI Interactive Logistics LLC	49	Parking Lot #12 (University/Bleckley)	\$381.41
35	Nzekwe, Chigbo	50	181	\$53.22
36	Phoenix Recovery of Kansas LLC	51	225	\$1,327.07
37	ProMetal Fabrication, LLS	52	379	\$988.38
38	R & R Pallet of Garden City, Inc	53	170 A	\$6,383.56
	R & R Pallet of Garden City, Inc	54,55,56	170 B/C & Pkg Lot #14 (Axton Lot B	\$11,092.34
	R & R Pallet of Garden City, Inc.	57	170-D	\$3,916.06
	R & R Pallet of Garden City, Inc.	58	Parking Lot #13 (Engle St)	\$776.65
39	Rippe Enterprises	59	Parking Lot #15 (Axton Lot C)	\$566.38
40	Rural Development Corp.	60	281	\$1,803.80
	"	61,62	638/818	\$1,947.97
	Rural Development Corp. 1	63	Parking Lot #5 (Lot J)	\$158.63
	"	64	Parking Lot #6 (Lot K)	\$910.81
41	SEKESC - Greenbush	65	605	\$10,730.03
42	Sports Car Club of America	66	300	\$6,976.58
43	Sunflower Auto Auction, LLC	67	131	\$3,480.49
44	Topeka Construction, LLC	68,69	Land & Bldg. Lease ( #449 & #450)	\$1,074.20
	"	70	Land & Bldg. Lease (#448)	\$337.69
45	T.R. Management Inc.	71	154	\$1,024.88
	"	72	344	\$2,413.52
46	UAR Direct, LLC	73	197	\$955.60
47	Vaerus Aviation Inc.	74	151	\$1,335.63
				\$125,474.03

TENANT			FACILITY	MONTHLY RENT
1	Air Explorer Scouts Post No. 8	1	15	\$105.06
2	Billard Airport Restaurant	2	4 - Suite 2	\$1,080.66
3	H&H Aircraft Service LLC	3	4 - Suite 5	\$1,264.64
	" " "	4	7	\$1,303.75
	" " "	5	10	\$881.78
	" " "	6	12	\$55.98
	" " "	7	T-Hangars, Fuel Farm	\$3,853.08 *****
4	Heartland Airplanes, LLC	8	9	\$258.29 *
5	Hetrick Aviation, LLC	9	26	\$3,519.66
6	NOAA	10	Weather Station	\$3,536.73
7	New-Jetz, LLC	11	Land (#27)	\$599.90
8	Riverside Farms LLC	12	Farm	\$2,230.19 ***
9	RJ Meier Farms LLC	13	Farm	\$2,086.42 ***
10	Teamsters Local Union #696	14,15,16	1,2,3	\$2,084.61
11	Technical Applications & Consulting	17	17	\$1,702.93
				\$24,563.68

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**GRAND TOTALS**

67	TENANTS	111	FACILITIES	\$178,591.56
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\*Paid Quarterly

\*\* Paid Semi-Annually

\*\*\*Paid Annually

\*\*\*\*\*Minimum Guarantee

&lt;/&gt; Lease Expired - Negotiations Incomplete - Holdover Tenancy Payment

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

	OCT 2021	SEPT 2021	JAN 2021	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	44	48	43	44	42	39	38	39	39
FACILITIES LEASED	74	74	69	75	69	69	66	57	55	56	58
PHILIP BILLARD AIRPORT TENANTS	11	11	12	12	12	14	14	13	12	11	11
FACILITIES LEASED	17	17	17	17	17	19	19	18	21	19	18
TOTAL TENANTS	67	67	65	69	64	68	68	62	62	61	61
FACILITIES LEASED	111	111	106	113	107	110	106	95	98	101	103
MONTHLY LEASE INCOME	\$ 178,592	\$ 173,751	\$ 167,098	\$ 168,545	\$ 155,936	\$ 158,021	\$ 149,460	\$ 131,303	\$113,043	\$121,201	\$119,965
NET CHANGE	\$ 4,840	\$ 6,654	\$ (1,447)	\$ 12,609	\$ (2,085)	\$ 8,561	\$ 18,157	\$ 18,260	\$ (8,158)	\$ 1,236	\$ (13,347)