



# MTAA

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Board of Directors

## MTAA Board Meeting 3:00 PM

**Tuesday, December 20, 2022**

**MTAA Administrative Office – Board Room**

**6510 SE Forbes Ave., Building #620**

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

1. Inquire if Notification was given to all Requesting Notification of MTAA Board Meetings.
2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting of November 15, 2022 and the Special Board Meeting December 12, 2022.
3. Public Comment.
4. Adopt Agenda.

### **ACTION ITEMS:**

5. Consider Acceptance of Bid to Repair Terminal Building Storm Damage at the Topeka Regional Airport - FOE.
6. Consider Approval of Argus Consulting Proposal for Fuel Farm Design Services at Philip Billard Airport - TOP.
7. Consider Approval of Proposal for Supervising Control and Data Acquisition System Installation for Water Tower Communication.
8. Consider Purchase of Avgas and Jet Refuelers for FBO at Philip Billard Airport - TOP.
9. Consider Purchase of Compact Tractor for FBO at Philip Billard Airport - TOP.
10. Consider Purchase of FBO Office and Line Service Equipment for Philip Billard Airport - TOP.

### **INFORMATIONAL REPORTS:**

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



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

## Board of Directors

### Metropolitan Topeka Airport Authority November 15, 2022

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

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

- Sam Stallbaumer of WSP USA, Inc.
- Jay Freund of WSP USA, Inc.
- Jennifer Kuchinski of WSP USA, Inc.
- Joseph Ledbetter of Ledbetter Law Office
- John Lueger of Heinen Brothers
- John Armbrust of Baker Donelson
- Steve Hyjek of Baker Donelson
- Maj. John Ross – 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, Danielle Sheehy and Matt Narsh.

Topeka Mayor Michael Padilla was in attendance via the scheduled Zoom meeting.

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

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

#### **Item 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting October 18, 2022.**

Chairman Munson asked the Board to review the Minutes of the Regularly Scheduled Board Meeting of October 18, 2022. He inquired if there were any additions, corrections or comments to the Minutes.

**Ms. Stubbs moved to approve the Minutes of the Regularly Scheduled Board Meeting of October 18, 2022. Mr. Sutton seconded the motion. Motion carried.**

#### **Item 3. Public Comment.**

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

#### **Item 4. Adopt the Agenda.**

Chairman Munson inquired if there were any changes to the Agenda as presented. **Mr. Armstrong made a motion to adopt the Agenda as amended. Ms. Stubbs seconded the motion. Motion carried.**

**Item 5. Aerospace / Aviation Industry Growth Opportunities Presentation**

GO Topeka, as part of its efforts to grow and diversify the economic base of the greater Topeka Metropolitan area, has embarked in an effort to position the Topeka area for sustained and significant growth in the US aerospace and aviation industries.

Steve Hyjek with Baker Donelson made a presentation to follow-up January's overview of the work completed along with recommendations on how a pro-economic development strategy (which includes a shared-risk strategy) would yield the aviation / aerospace industry economic development objectives with Forbes as a centerpiece of that effort.

Mr. Hyjek expanded on the information provided in January and identified actions that may increase Topeka's ability to compete in aerospace and defense markets. These actions include:

- Creating a strong identity
- Site preparation
- Developing a new aerospace and defense strategy
- Development of new marketing materials

**Item 6. Election of Officers for December 2022 through November 2023.**

Chairman Munson offered a slate of officers for 2023 for discussion as follows:

Lisa Stubbs – Chair; Brian Armstrong – Vice-Chair; and Sam Sutton – Secretary.

**Chairman Munson made a motion to approve the slate as presented. Mr. Armstrong seconded the motion. Motion carried.**

Chair-Elect Stubbs presented Mr. Munson with a plaque and gavel and thanked him for his service as MTA Board Chair for 2022.

**Item 7. Consider Resolution No. 22-283 for Authorization of Depository Signatures; and Resolution No. 22-284 for Authorization of Certificates of Deposit Signatures at All Shawnee County Financial Institutions.**

Ms. Trobough explained that with the election of a new chair, the Board of Directors needs to review and approve Resolutions as follows:

1. Resolution No. 22-283 for Certification of Authorization of signatures on the bank accounts at Fidelity State Bank & Trust;
2. Resolution No. 22-284 to designate signatures for the Certificates of Deposit.

**Chairman Munson made a motion to adopt Resolution No. 22-283 as presented. Mr. Sutton seconded the motion. Motion carried.**

**Mr. Armstrong made a motion to adopt Resolution No. 22-284 as presented. Mr. Sutton seconded the motion. Motion carried with Mr. Munson abstaining from the vote due to a conflict of interest.**

**Item 8. Consider Approval of Quote Regarding Additional Asbestos Abatement at 6930 SE Johnston St. (Bldg. #384).**

Mr. Johnson reported that the Board authorized the removal of asbestos material in the boiler room at Building 384 at the September meeting. During this process, it came to staff's attention that a previous tenant had removed asbestos from other areas of the building and placed it in the crawl space beneath the building. Upon further inspection, several issues were identified in the crawl space that require attention. Along with the stored asbestos, there appears to be a significant amount of material on most of the pipes that must be removed and ventilation is nearly nonexistent. Moisture is causing metal and pipes to rust. Before the ventilation issue can address, the remaining asbestos must be removed.

Jacobson Asbestos Company provided a quote of \$29,500.00 for this asbestos abatement. This includes preparation, removal, disposal and OSHA compliant air monitoring in the structure. The contractor will also place a plastic poly sheeting over the dirt floor once all other work is complete.

Mr. Johnson requested the Board authorize the removal of the asbestos material at a cost not to exceed \$29,500.00.

**Ms. Stubbs made a motion to approve the Jacobson Asbestos Company quote for Twenty-Nine Thousand Five Hundred Dollars and No Cents (\$29,500.00). Mr. Armstrong seconded the motion. Motion carried.**

**Item 9. Consider Installation of COX Internet Service at Billard Airport.**

Mr. Johnson reported that recent discussions have identified the lack of internet service to hangars on the north side of Billard Airport. Cox Communications was contacted several times for a quote to provide this connection. It appears the closest point of service is located near Hangar 14. To extend beyond that will require both directional boring and trenching and an estimated cost of \$21,371.00 has been determined. The cost may be reduced to an estimated \$15,000 by using an alternate route which has been identified.

Mr. Johnson requested the Board authorize payment for the installation of Cox internet service at Billard Airport at a cost not to exceed \$15,000.00.

**Mr. Munson made a motion to authorize payment to Cox Communications, in an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) for the installation of internet service as identified. Ms. Stubbs seconded the motion. Motion carried with Mr. Sutton abstaining from the vote due to a conflict of interest.**

**Item 10. Consider Replacement of Billard Airport Hangar 14 Door.**

Mr. Johnson reported that Hangar 14 at Billard Airport was occupied by the MTA Maintenance Department for several years. During that time, staff repaired and maintained the large overhead door but it is an old door that appears to be original installation making the door and operating system more than fifty years old. With the more frequent use of the door since September, when the hangar was leased to Technical Applications & Consulting, LLC to house their company aircraft and equipment, it has become apparent that a door replacement is necessary.

Three quotes were obtained for this work but only one includes installation. S&S Powerlift Hydraulic Doors, LLC, provided a quote of \$30,049.65 for the door, operating system and installation. It was Mr. Johnson recommendation that the Board authorize the acceptance of the quote provided by S&S Powerlift Hydraulic Doors, LLC. The shared cost of the door with the tenant over the term of the lease is being negotiated.

**Ms. Stubbs made a motion to accept the S&S Powerlift Hydraulic Doors, LLC in the amount of Thirty Thousand Forty-Nine Dollars and Sixty-five Cents (\$30,049.65) for the equipment and installation of the hangar door. Mr. Armstrong seconded the motion. Motion carried with Mr. Sutton abstaining from the vote due to a conflict of interest.**

**Item 11. Consider Purchase of Fire Department Turnout Gear.**

Mr. Johnson reported that several new firefighters have been hired recently. While filling vacancies is good news, the turnout gear required is not one-size-fits-all. The new firefighters were fitted for gear and a quote of \$21,225.00 was received from 1<sup>st</sup> Due Emergency Response LLC (1<sup>st</sup> Due) for bunker gear/wildland gear. 1<sup>st</sup> Due has the State Contract for the gear listed, and is the best price available.

Mr. Johnson requested the Board authorize staff to purchase firefighter turnout gear from 1<sup>st</sup> Due Emergency Response Solutions LLC at the quoted price of \$21,225.00.

**Ms. Stubbs made a motion to authorize the purchase of firefighter turnout gear from 1<sup>st</sup> Due Emergency Response Solutions LLC at a cost of Twenty-One Thousand Two Hundred Twenty-Five Dollars and No Cents (\$21,225.00). Mr. Munson seconded the motion. Motion carried.**

**Item 12. Consider Approval of WSP USA, Inc., Agreement No. 30900280 - Task Order No. 11 - TOP New Terminal Construction – Construction Administration Services.**

Mr. Johnson reported that WSP USA Inc.'s (WSP) contract for design of this project was previously approved by the Board and the FAA. The construction observation for this phase of the project will be included in the grant to allow reimbursement of the funds as negotiated.

WSP recently submitted the contract documents which includes the scope of work and the construction engineering services fee. With the receipt of this material, staff will make arrangements for an Independent Fee Estimate (IFE). The IFE is an eligible administrative cost for reimbursement under the grant and is used to assist staff with determining a fair value for the services provided.

The initial document provided by WSP identified a construction engineering service cost of \$271,380.00. Upon receipt of the IFE, Staff will conduct the comparison of the WSP service fee and the IFE for submission to the Federal Aviation Administration (FAA).

Mr. Johnson requested the Board's approval of WSP USA, Inc., Task Order No. 11 – TOP New Terminal Construction – Construction Administration Services, in the total amount of \$271,380.00, subject to the completion of the Independent Fee Estimate (IFE) and FAA approval.

**Ms. Stubbs made a motion to approve Task Order No. 11 – TOP New Terminal Construction – Construction Administration Services, in the total amount of Two Hundred Seventy-one Thousand Three Hundred Eighty Dollars and No Cents (\$271,380.00), subject to Staff's completion of the Independent Fee Estimate (IFE) and FAA approval. Mr. Sutton seconded the motion. Motion carried.**

**Item 13. Consider Approval of WSP USA, Inc., Agreement No. 30900280 - Task Order No. 12 – FOE Passenger Boarding Bridge – Construction Administration Services.**

Mr. Johnson reported that WSP USA Inc.'s (WSP) contract for design of this project was previously approved by the Board and the FAA. The construction observation for this phase of the project will be included in the grant to allow reimbursement of the funds as negotiated.

WSP recently submitted the contract documents which includes the scope of work and the construction engineering services fee. With the receipt of this material, staff will make arrangements for an Independent Fee Estimate (IFE).

The initial document provided by WSP identified a construction engineering service cost of \$122,260.00. Upon receipt of the IFE, Staff will conduct the comparison of the WSP service fee and the IFE for submission to the Federal Aviation Administration (FAA).

Mr. Johnson requested the Board's approval of WSP USA, Inc., Task Order No. 12 – FOE Passenger Boarding Bridge – Construction Administration Services, in the total amount of \$122,260.00, subject to the completion of the Independent Fee Estimate (IFE) and FAA approval.

**Ms. Stubbs made a motion to approve Task Order No. 12 – FOE Passenger Boarding Bridge – Construction Administration Services, in the total amount of Two Hundred Seventy-one Thousand Three Hundred Eighty Dollars and No Cents (\$271,380.00), subject to Staff's completion of the Independent Fee Estimate (IFE) and FAA approval. Mr. Sutton seconded the motion. Motion carried.**

**Information Only Items:**

**Item 14. Monthly Reports**

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

Mr. Johnson provided the following report:

- Significant charter operations taking place again. This translates to increased fuel flowage fees and landing fees.
- This past month the MTAA was able to complete an airfield burn at Topeka Regional Airport. It created quite a lot of attention but it is extremely beneficial in controlling growth and wildlife issues. An attempt to do the same at Billard Airport was made, but conditions did not allow for the burn. More than likely the next opportunity will not be until spring.
- Work on the MTAA's outline is underway starting with the history to give a clear understanding of what has taken place.
- Building 12 at Billard was under lease until the end of October. With the condition of the building, demolition is planned. The cost to repair this structure far exceeds

its ability to produce revenue. Staff will get an estimate for the asbestos abatement to be completed prior to demolition.

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

Mr. Johnson provided the following report:

- A letter was received from the SCCA expressing an interest in a parcel of land owned by the MTA. This land is located adjacent to the North bound ramp to K-4 near Billard Airport. The land has been leased for farm use for a number of years but falls within the restricted crop area identified by the Federal Aviation Administration.
- A pre-construction meeting was held for the new terminal building at Billard Airport. The contractor is ready to move forward.
- Projects:
  - The repair work for the storm damage at the Topeka Regional Airport has been advertised. The bid opening date is December 13<sup>th</sup>;
  - The FOE Passenger Boarding Bridge has been advertised. The bid opening date is December 7<sup>th</sup>;
  - SRE Building – This project is still in design with completion expected in April 2023;
  - Fuel Farm (FOE) – A meeting was held with Million Air regarding the additional work they would like to have completed in the new fuel farm. Scott Freeman committed to covering the cost of the design work for this. WSP anticipates the extra design work could take 3-4 weeks;
  - Fuel Farm (TOP) – A review of the draft proposal has been completed and comments have been submitted to Argus. There is a follow up meeting scheduled for 1:30pm on December 1<sup>st</sup> at the terminal building at Billard Airport;
  - MRO — Coffman Associates is reviewing alternatives for MRO facility. Three alternates have been identified and Patrick Taylor is gathering documents for EA/CATEX determination.
- **OCTOBER LEASE ACTIVITY (CPI is 8.6%) – ALL INCREASES ARE 2%**
  - **NEW LEASES/RENEWALS**
    - Billard Airport Restaurant – Proceeding on Month-to-Month at this time @ 2% rate increase;
    - FAA Tech Ops – FAA is preparing the new lease.
  - **OPTIONS EXERCISED**
    - Heartland Coca-Cola – 435 SE 70<sup>th</sup> St. (#400) – (no increase until 11/1/2023)
  - **INCREASES**
    - Three (3) leases received annual increases.
  - **DECREASES/LEASES DISCONTINUED**
    - None
- Monthly rental income is \$166,066 or approximately \$1,992,793 per year.
- **DELINQUENT ACCOUNTS (as of 10/31/2022)**
  - Paul Kirk dba Advance Street Rod Design – Account remains delinquent for finance charges and May, June, July, August, September & October invoices – **10-Day Right-to-Cure Default is being served;**

- Brackett Inc. – Account remains delinquent for finance charges and the May, June, July, August, September & October invoices – **A payment plan is in the works to chisel away at the delinquency;**
- Mark Lewis Properties – Account is delinquent for September & October invoices for the rent account and the water/sewer account;
- Billard Airport Restaurant – Account is delinquent for September & October invoices.

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

Ms. Trobough provided the following reports:

- The report for the month ending 10/31/2022 reflects revenue to be \$309,105 more than budgeted which is a net result from:
  - a. Taxes and Assessments receipts reflect to be \$38,103 less than budgeted;
  - b. Landing Fees are \$9,065 under budget;
  - c. Fuel Flowage Fees are \$74,934 more than budgeted;
  - d. Passenger Facility Charges are \$3,283 under budget;
  - e. Lease & Rental Fees actual income reflects to be \$144,801 more than the budgeted amount;
  - f. Reimbursements total to be \$46,459 ahead of budget;
  - g. CD Interest income is \$18,850 more than the anticipated budget.
- Overall, the operating expenses are in-line with the anticipated budget and depict a favorable budget variance of \$690,978.
- Capital Improvement purchases made during the month of October are as follows:
  - a. **OFFICE EQUIPMENT**– Payment of **\$4,071.00** for the purchase of replacement computers.

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

#### **Item 10. Executive Session**

Chairman Munson inquired if there was a need for an Executive Session. Mr. Resner and Mr. Johnson requested thirty-five (35) minutes to discuss legal matters pertaining to pending litigation.

**Ms. Stubbs 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 pending legal matters. Ms. Stubbs stated that the Executive Session will be for a period not to exceed thirty-five (35) minutes beginning at 4:20 p.m. and this meeting shall reconvene at 5:15 p.m. Mr. Munson seconded the motion. Motion carried.**

Chairman Munson reconvened the Regular Session at 5:15 p.m. and stated that there was no action to be taken as a result of the Executive Session.

#### **Adjournment**

Chairman Munson inquired if there was any further business to discuss, hearing none, he asked for a motion to adjourn. **Ms. Stubbs made the motion to adjourn. Mr. Sutfon seconded the motion and the meeting was adjourned at 5:00 p.m.**

These official minutes were approved by the Board of Directors on December 20, 2022.

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Brian Armstrong, Secretary

Office of: President  
To: Board of Directors

From: Eric M. Johnson



Subject: **Consider Acceptance of Bid to Repair  
Terminal Building Storm Damage at the  
Topeka Regional Airport (Board Action Required)**

Date: December 14, 2022



The terminal building at Topeka Regional Airport suffered significant wind and water damage in December 2021. HTK Architects surveyed the damage and developed specifications detailing the necessary repairs. Alternate bids were also requested as follows:

- Alt 1 Enclosure of the Wi-Fi lounge for sterile area operations and modification of the airside apron and gate to meet ADA requirements;
- Alt 2 Replacement of exit lane doors;
- Alt 3 Replacement of vestibule carpet;
- Alt 4 Replacement of ceiling tiles; and
- Alt 5 Replacement of remaining exterior soffit to match storm damage repair.

This project was advertised and sealed bids were opened on December 13, 2022. Three bids were received for the identified work as shown in the attached bid tabulation table.

With the anticipated costs at Billard FBO, I propose the MTAA limit this project to the base bid and Alt 5. This work will include repair of the storm damage and replacement of the remaining soffit to match. The low bidder for these items is Senne Company offering a base bid of \$250,000.00 and an Alt 5 bid of \$33,628.00, resulting in a total bid for these two items of \$283,628.00.

I request the Board approve the bid submitted by Senne Company for the storm damage repair and additional exterior soffit for the total amount of Two Hundred Eighty-Three Thousand Six Hundred Twenty-eight Dollars (\$283,628.00). This project will be funded in its entirety by the MTAA utilizing 2022 & 2023 budgeted line item 61800 (Maintenance on Rental Property) and 2021 encumbered funds for 61800 (Maintenance on Rental Property).

Please contact me if you have any questions.



**MTAA Storm Damage and Lounge Renovation****HTK Architects**

Bid Tabulation

2106.06

Tuesday, December 13, 2022

<b>CONTRACTOR</b>	Senne Company 2001 NW Highway 24 Topeka, KS 66618	Kelley Construction PO Box 750256 Topeka, KS 66675-0256	BHS Construction 301 S. 4th St., Ste. 210 Manhattan, KS 66502
Bid Bond	5%	5%	5%
Acknowledge Addenda No. 1-2	Yes	Yes	Yes
<b>BASE BID (Storm Damage)</b>	<b>\$250,000.00</b>	<b>\$244,290.00</b>	<b>\$239,900.00</b>
Alt 1-Area B Work	\$171,100.00	\$101,730.00	\$108,900.00
Alt 2-Area C Work	\$73,500.00	\$155,760.00	\$90,900.00
Alt 3-Vestibule Carpet	\$5,927.00	\$5,910.00	\$4,500.00
Alt4-Ceiling Tile Area B	\$5,389.00	\$11,480.00	\$4,300.00
Alt 5 - Additional Exterior Soffit (to match Storm Damage Repair)	\$33,628.00	\$93,430.00	\$64,900.00
TOTAL incl all Alt Bids	\$539,544.00	\$612,600.00	\$513,400.00
TOTAL Storm Damage & Alt 5	\$283,628.00	\$337,720.00	\$304,800.00
Electrical Contractor	Guardian Electric	Torgeson Electric	Coleman Electric

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider Approval of Argus Consulting  
Proposal for Fuel Farm Design Services  
at Billard Airport - TOP. (Board Action Required)**

Date: December 14, 2022



**MTAA**

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

This proposal encompasses civil and mechanical engineering for the design of a Fuel Storage Facility at Philip Billard Municipal Airport as well as the removal of the existing fuel facility. The new facility will provide above-ground storage for 15,000 gallons of Jet fuel and 15,000 gallons of avgas along with mechanical, electrical and environmental controls. Construction observation services are not included in this proposal and, if required, will be presented to the Board for consideration at a later date.

I request the Board approve the proposal submitted by Argus Consulting for the design of the Bulk Fuel Storage and Loading/Unloading Facility, in the total amount of One Hundred Seventy-Two Thousand Twenty-Five Dollars (\$172,025.00). This project will be funded in its entirety by the MTAA from budgeted line item 94570 (Economic Development).

Please contact me if you have any questions.

December 9, 2022

Mr. Eric Johnson  
President  
Metropolitan Topeka Airport Authority (MTAA)  
6510 SE Forbes Ave  
Topeka, KS 66619

**RE: Proposal for Professional Engineering Services – DESIGN SERVICES  
Philip Billard Municipal Airport (KTOP)  
Topeka, KS  
New Aviation Bulk Fuel Storage and Dispensing Facility  
Argus Proposal No. 20221195 – REV 1**

Dear Mr. Johnson,

We appreciate the opportunity to provide this proposal for professional engineering services for the programming/design/bidding phase for a new bulk fuel storage and dispensing system at Philip Billard Municipal Airport (KTOP) 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 28 years of experience in aviation fuel systems across the country and specialized expertise in civil, structural, 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,” and
- The Airport Authority (MTAA) and/or the Airport will be referred to as the “Owner”

It has been assumed that the project will be primarily controlled by the Owner and Argus will be directly contracted with the Owner, 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” loading/unloading and “self-serve over-wing” storage facility to support both JET-A and AVGAS 100LL fuels.
- B. The system will include adding fuel storage capacity of one (1) 15,000-gallon AVGAS tank and one (1) 15,000-gallon JET-A tanks. All tanks will be aboveground double walled (UL-2085) tanks.



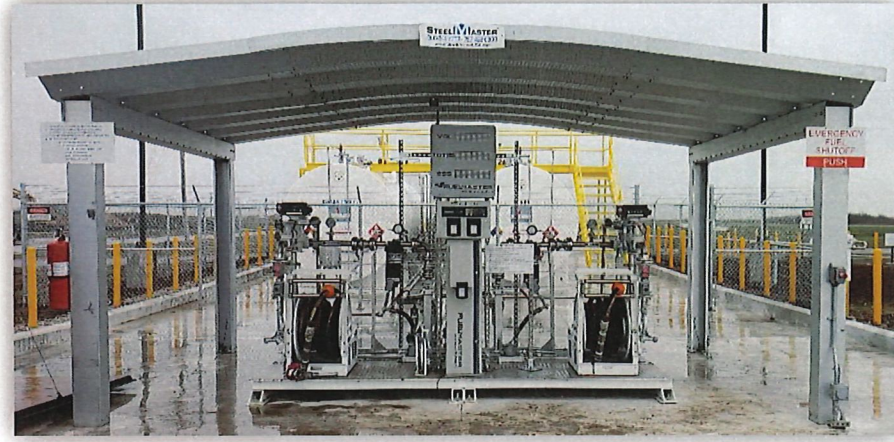
**Typical Aboveground Storage Tanks**

- C. 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 vehicles and allow for recirculation of the system or tank-to-tank transfer in the event of multiple tanks.
- D. The tanks will be configured to allow the transport delivery truck to deliver fuel directly into the tank. The new facility will be provided with two (2) independent 200 gpm “bulk” loading/unloading and recirculation skids, one per fuel type. At a minimum the skids 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. The skids will be used to off load transport delivery trucks, re-circulate fuel within the system to filter the fuel if desired, and to load refueler trucks.



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

- E. A combined fuel dispensing skid will be provided and comprised of a 30 gpm over-wing dispenser with credit card reader for pilots to purchase fuel 24 hours a day, large format display, hose rewind reels, etc. The dispensing skid will be designed for ease for pilots, airport staff, and other end users. The combined fuel dispensing skid will support both fuel types.



**Typical Combined Fuel Dispensing Skid**

- 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 tanks will be provided with access stairs, combined catwalk and ladder for easy access and maintenance.
- H. The new tanks and dispensing skid will be placed on a curbed concrete containment pad 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.
- I. Each equipment skid will be provided with a canopy to protect the equipment and operators from the elements.
- 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 others
- 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 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 Engineer. The Engineer is responsible (with assistance from the Owner) 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 2021 or newer. 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. The proposed location will be identified by the Engineer and Owner before the survey is initiated.

- 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 Engineers 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 Owner. The Engineer will provide front end specifications for compliance submittals, RFI's and close-out submittals.
- R. Decommissioning and demolition of the existing fuel facilities is included, including underground storage tanks, aboveground piping, equipment and associated infrastructure.



**Existing Fuel Facility**

**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. Programming Phase**
- 2. Detailed Design**
- 3. Bidding Support**

**Programming Phase**

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

- A. Travel to and conduct and participate in an on-site project kick-off meeting to:
  - a. Fully understand the scope of the project, familiarize ourselves with the airport, start preliminary discussions regarding the overall concept of the system, review available data and to define the project scope, schedule and Owner objectives.

- b. Open a dialog with the MTAA staff, Airport personnel, the FBO, fuel operators, etc.
  - c. Study the existing UG fuel facility
  - d. Assess potential sites for the new fuel facility
- B. Prepare for, participate in, and lead an initial schematic design stakeholder meeting with MTAA and airport personnel in which up to four (4) general fuel facility concepts are presented, evaluated, and considered. Based upon the review of the alternatives with the design stakeholder meeting participants, a recommended alternative will be proposed.
- C. Participate in various coordination meetings, as necessary, with the team.
- D. Develop a preliminary Engineers Estimate of Probable Cost with appropriate major infrastructure and equipment, contingencies, and a potential Design/Construction cost.
- E. Prepare for, travel to, participate in and lead a final Schematic Design review meeting with MTAA and airport personnel to finalize decisions and direction for the Detailed Design phase of the project.
- F. This phase is to be considered a 15% design package.

#### Detailed Design

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

- A. 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
- B. 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 generally include drawings, specifications, and supporting documents and forms. The 30% and 90% submittal will be intended for 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. Prepare a preliminary draft Spill Prevention, Control and Countermeasures (SPCC) plan, meeting EPA 40 CFR Part 112 requirements. 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.
- H. This phase is to be considered a 100% design package.

#### Bidding Support

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

- A. Pre-Bid Conference: Participate and conduct the pre-bid conference, with the accompaniment of the Airport, 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 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 Owner.
  - d) For bidding support the Engineer has included 40 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 Basis of Design (BOD) report consisting of but not limited to a general description of the scope of the project, general overview of how the system will be designed in regards to operation and maintenance, schematic layouts, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved, including applicable requirements of governmental authorities having jurisdiction, the alternative solutions available to the Owner, and setting forth the Engineer’s findings and recommendations. The purpose of the report is to identify and clearly communicate the design criteria that the Engineer will follow during the following design phase. This report will essentially be a 25% design with a majority of the conflicts resolved, design criteria discussed, and preliminary layouts already determined. Specific topics of the BOD shall include, but are not limited to, the following:
  - Proposed facility layout
  - Preliminary estimate of probable construction cost
  - Optional facility layouts (when applicable)
  - Preliminary design/project schedule

- Preliminary design calculations
- Truck turn/movement simulations
- Aircraft turn/movement analysis
- Tank sizing calculations
- Code analysis and compliance considerations
- Facility operation considerations
- Detailed drawing and specification list
- Permitting requirements
- Geotechnical requirements
- Environmental impacts
- Preliminary phasing concept (if applicable)

Once the BOD is complete, reviewed, discussed, and approved by the Owner all major decisions regarding system components, requirements, layout, sizing, and location are assumed final. The engineer will expand upon this information during the next phase of the project.

### **DELIVERABLES**

The following deliverable will be made for each phase:

#### **Programming Phase**

- A. Project kick-off meeting discussion topics (electronic)
- B. Preliminary schematic layout plans (electronic)
- C. Preliminary Engineers Estimate of Probable Cost (electronic)
- D. Various meeting and coordination notes (electronic)

#### **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
- E. Spill Prevention, Control and Countermeasures (SPCC) plan – Draft version

#### **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. Any actual surveying necessary for this phase of the existing facility or proposed site(s) will be completed by the Engineer to allow development of CAD drawings and backgrounds for the project. It is proposed to use AutoCAD 2021 or earlier for the development of the drawings.
- B. The proposed design of the overall system, tanks and skids will be based upon the Engineers General Aviation fueling standards.
- C. 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 driven variations to the Engineer's standards will result in additional fee and schedule.

- D. Infrastructure for new MOGAS/Unleaded, Diesel or other fuel types is not anticipated for this project.
- E. 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.
- F. Any design associated with water, sanitary, storm water and fire hydrants is not included at this time. The design does not anticipate any major utility relocation.
- G. 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.
- H. Design of any significant taxiway pavement is not anticipated.
- I. 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.
- J. 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.
- K. It is assumed that no fire protection is required at the fuel facility beyond the provision of a skid mounted portable fire extinguisher(s).
- L. The design does not include modifications or new construction of Airport perimeter/security fencing or barricades.
- M. 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.
- N. The duplication and distribution of the construction contract documents to prospective bidders shall be by the Owner.
- O. The 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 40 hours has been included for bid support in the Scope of Services section of this proposal.
- P. The total number of meetings/site visits has been estimated in our fee as the following:
  - 1) Programming Phase
    - Project Kick-off Meeting and Trip – Site Visit
    - Preliminary schematic design stakeholder meeting – Teleconference
    - Final schematic design stakeholder review meeting – Site Visit
    - Various coordination meetings, as necessary – Teleconference
  - 2) Detailed Design
    - Monthly Owner coordination meetings
    - 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

3) Bidding Support

- Pre-Bid Conference – Site Visit

**Total Trips = 4**

- Q. Additional site visits, beyond the aforementioned list, at the request of the Owner, will be on a time and materials basis and the Engineer shall be compensated accordingly.
- R. The overall construction budget will be established and communicated, by the Owner.
- S. If available, the Owner will provide any and all as-built information for existing facilities and utilities which may be affected by this project.
- T. All front-end documents including the contract, general conditions, special conditions, bid forms, etc. will be prepared and fully responsible by the Owner.
- U. 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	Q1 of 2023
Programming Phase	2 Months
Detailed Design	4 Months
Bidding Support	1 Month (estimated)
Construction Admin/Awarding/Contracting/NTP	1 Months± (estimated)
Construction Support Services	9 Months± (estimated)

**Estimated Design Phase**

**7 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 8 months from NTP. Assuming a NTP in the first quarter of 2023 all of the programming phase, detailed design and the bidding services are anticipated to be performed in 2023.
- B. To accomplish this Work, Argus will provide all labor and expenses for the programming phase and 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 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>Programming Phase (LS)</u>	
Labor	\$18,250
Direct Expenses	\$350
Subconsultant(s)	\$3,250
<u>Detailed Design (LS)</u>	
Labor	\$127,150
Direct Expenses	\$950
Subconsultant(s)	\$12,750
<u>Bidding Support (T&amp;M)</u>	
Labor	\$9,125
Direct Expenses	\$200
<b>Total</b>	<b>\$172,025</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  
Business Unit Leader – General Aviation  
Direct: 816-874-8236  
[ggjerstad@argusconsulting.com](mailto:ggjerstad@argusconsulting.com)

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider Approval of Proposal for Supervising Control and Data Acquisition System Installation for Water Tower Communication. (Board Action Required)**



Date: December 14, 2022

The original hard-wired communication system on our water tower is no longer functioning. Quotes for replacement of the system were deemed to be cost prohibitive and we relied on frequent observations to ensure the water level was maintained within the normal range. Recently, we became aware of an affordable replacement which will improve efficiencies and automatically control and maintain the appropriate water level.

Lloyd Harold LLC proposes to install Supervising Control and Data Acquisition (SCADA) units on the MTAA water system. One unit is placed at the tower to monitor the water level and a second unit is placed at the water plant to control the pumps. Low level alarms and power outages will automatically notify our dispatch center.

I request the Board approve the proposal submitted by Lloyd Harold LLC for the Installation of the SCADA system at a cost of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00). Funds are available in line item 92330 (Equipment) of the 2022 budget.

Please contact me if you have any questions.

**Lloyd Harold LLC**  
 614 E Northview Steet.  
 Olathe, KS 66061 US  
 (913) 514-4339  
 Pumpstations@mail.com



## Estimate

**ADDRESS**

Terry Poley  
 Mtaa-topeka  
 6510 SE Forbes Ave  
 Ste 1  
 Topeka, Kansas 66619-1446

**SHIP TO**

Terry Poley  
 Mtaa-topeka  
 6510 SE Forbes Ave  
 Ste 1  
 Topeka, Kansas 66619-1446

**ESTIMATE #** 1326

**DATE** 11/30/2022

**EXPIRATION DATE** 01/28/2022

ACTIVITY	QTY	RATE	AMOUNT
<b>Mission Communications:SCADA</b> Cellular monitoring and control. Please see memo for description of service.	1	13,750.00	13,750.00

Proud Representative of Medora Corporation. Manufacturer of Mixers for the Water and Wastewater Industry. Mixing Water Towers, Keeping Wasterwater wetwells clean.  
<https://www.medoraco.com/>  
 SCADA sales and installs. Complete pump, controls and instrumentation solutions. On site service.

SUBTOTAL	13,750.00
TAX	0.00
<b>TOTAL</b>	<b>\$13,750.00</b>

Accepted By

Accepted Date

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider Purchase of Avgas and Jet Refuelers  
For FBO at Philip Billard Airport - TOP.  
(Board Action Required)**



Date: December 14, 2022

Heinen Aviation services recently provided notification to the MTAA stating they will cease all Fixed Base Operation activities effective December 31, 2022. With the MTAA assuming FBO responsibilities, Staff searched for aircraft refueler dealers to obtain quotes for one avgas refueler and one jet refueler which are essential to the operation.

Although there are several vendors, we identified only one that could meet our requirement to have trucks on site prior to January 1, 2023. Global Aviation Services LLC dba ProFlo Industries provided the attached quotes for one (1) 1,000-gallon Avgas refueler and one (1) 3,000-gallon Jet refueler. Delivery of the avgas refueler is 45 days from date of order and the Jet refueler is 75 days. Until the new trucks arrive, ProFlo Industries is offering to provide a short-term lease at no charge other than the cost of delivery and return of the trucks, which will not exceed \$14,000.00. The Equipment Lease Agreement is also attached.

I request the Board approve the purchase of the 1,000-gallon avgas refueler at the quoted price of \$148,585.00 and 3,000-gallon jet refueler at the quoted price of \$260,595.00 offered by ProFlo Industries. The total amount of this purchase is Four Hundred Nine Thousand One Hundred Eighty Dollars (\$409,180.00). I also request the Board authorize the Fourteen Thousand Dollar (\$14,000) expense for the delivery and return of the loaner trucks. This purchase will be funded in its entirety by the MTAA through the reserve funds designated as budgeted line item 92270 (Economic Development/Emergency Needs).

Please contact me if you have any questions.



RECEIVED  
OCT 25 2022

MTAA



October 20, 2022

Eric Johnson  
Metropolitan Topeka Airport Authority  
6510 SE Forbes Ave., Ste. 1  
Topeka, KS 66619-1446

Dear Mr. Johnson,

This letter is to provide formal notification that H&H Aircraft Services, LLC, d/b/a Heinen Aviation Services ("H&H") will no longer pursue the renewal of MTAA Contract No. 1846.03 Bulk Storage and Retail Concession Agreement which expired on July 31, 2021. H&H has also not signed Option Letter 08-2021. H&H is providing the MTAA notice that we will cease all FBO related activities at Philip Billard airport, including fuel sales and management of T-hangar lease agreements on December 31, 2022. H&H will surrender possession of all property in pursuant to agreement 1846.03 on December 31, 2022. Lease 1904.02 is for Suite 5 in the Terminal. We will need to either be released from that space, or continue to use it and pay rent. I assume the next FBO operator would like to operate out of there.

H&H will work in good faith with the MTAA to transition FBO related activities and negotiate the sale of inventory and equipment to the MTAA if the MTAA so desires to retain H&H's equipment and inventory. H&H will also work with the MTAA in strict confidence regarding employee retention to ensure continued FBO-related operations at Philip Billard.

Regards,

Scott Heinen  
Owner

**Global Aviation Services LLC dba ProFlo Industries**

3 Sugar Creek Center Blvd  
 Sugar Land, TX 77478  
 +1 4194366008  
 info@profloind.com

**Estimate**



ADDRESS
Mr. Eric Johnson Metropolitan Topeka Airport Authority 6510 SE Forbes Ave. Ste. 1 Topeka, KS 66619 USA

SHIP TO
Mr. Eric Johnson Metropolitan Topeka Airport Authority 6510 SE Forbes Ave. Ste. 1 Topeka, KS 66619 USA

ESTIMATE #	DATE	EXPIRATION DATE
7260	12/13/2022	01/15/2023

**SHIP VIA**  
 Truck Freight

ACTIVITY	QTY	RATE	AMOUNT
<p><b>RF1KA-50</b>                      New 1,000 Gallon Avgas Refueler Designed for Domestic Use</p> <ul style="list-style-type: none"> <li>- New Isuzu NPR HD Chassis                             <ul style="list-style-type: none"> <li>- Gasoline Engine</li> <li>- Automatic Transmission</li> <li>- Fire Suppression</li> <li>- Heavy-Duty Rear Bumper, Master Battery Disconnect Switch, Rotating Amber Beacon Light, Stainless Steel Ladder Brackets</li> </ul> </li> <li>- New 1,000 Gallon Stainless Steel Tank Built In Accordance With NFPA 385 and DOT 406                             <ul style="list-style-type: none"> <li>- Tank-Top Bi-Line for Fall Protection</li> </ul> </li> <li>- New 20 GPM Dispensing System w/One Multi-Wrap Overwing Reel w/Electric Rewind Built In Accordance with NFPA 407</li> <li>- 1" x 50' API Fueling Hose w/OPW 295SA-0135 Overwing Nozzle                             <ul style="list-style-type: none"> <li>- Dispensing System Located in a Module Directly Behind the Driver's Cabin Fabricated from Stainless Steel</li> </ul> </li> <li>- GPI Electric Pump w/Activation Switch on Control Panel                             <ul style="list-style-type: none"> <li>- Low-Level Float in Tank</li> </ul> </li> <li>- Canister Style Vessel w/Constant Bleed Line and Spring-Loaded Drain</li> <li>- TCS Meter w/Veeder Root Mechanical Register Head</li> <li>- Bottom Load System w/Primary and Secondary High-Level Shutoff (Mounted on Driver's Side of Unit)                             <ul style="list-style-type: none"> <li>- Stub Provided for Future Installation on Passenger's Side of Unit</li> </ul> </li> <li>- Scully Intellicheck3 System per NFPA 407</li> <li>- Stainless Steel Sense and Drain Lines</li> <li>- Pump Pressure Gauge, Schultz Differential Pressure Gauge w/Test Valve, Interlock System, Master Disconnect Switch, Emergency Shutoff Systems, Static Grounding Reel, (2) 20Lb Fire Extinguishers</li> </ul>	1	131,995.00	131,995.00

ACTIVITY	QTY	RATE	AMOUNT
- Chassis to Be Factory White, Bare Stainless Steel Tank, Steel Components Painted One Color, Customer and NFPA 407 Decal Package Applied - Electronic Operation and Maintenance Manual Supplied			
<b>ToolBox</b> Add Lockable and Weather-Proof Aluminum Storage Container	1	650.00	650.00
<b>Electronic Register</b> Upgrade to a TCS3000 Electronic Register Head - Includes Cab-Mounted Epson TMU-295 Electronic Ticket Printer	1	3,400.00	3,400.00
<b>CellularModem</b> Add Cellular Modem Kit	1	2,250.00	2,250.00
<b>Stage1Vapor</b> Add Piping and Adapter for Stage 1 Vapor Recovery	1	1,995.00	1,995.00
<b>DieselEngine</b> Upgrade to Diesel Engine in Lieu of Gasoline	1	8,295.00	8,295.00

Estimated Lead Time to Ship: 45 Days After Receipt of Order

SUBTOTAL

148,585.00

A PFI Technician Will Travel to the End User's Site at the Time of Delivery to Commission the Unit and Provide Onsite Maintenance and Operation Training

TAX

0.00

TOTAL

**\$148,585.00**

Pricing Valid Until Chassis Supply at Current Price is Exhausted or Until Quote Validity Expires

Accepted By

Accepted Date

# FEATURES RF1KA-20

## Chassis

- Isuzu NPR 4x2 Gasoline Engine
- Automatic Transmission
- Heat Shield Installed Above Exhaust
- Heavy Duty Rear Bumper
- Battery System W/2nd Battery Added
- Fire Suppression System

## Tank

- 1,000-Gallon Capacity
- 304 Stainless Steel #4 Finish Construction
- NFPA 385 and DOT 406 Compliance
- Rear Ladder and Tank Bi-Line Fall Protection
- Mechanic Vent and Internal Valve
- Bottom Load W/Primary and Secondary High-Level Shutoff
- Scully Intellichek 3 System W/Duocept Socket
- (2) Drains W/Spring Return Valve
- Low- Level Float in Tank

## Fueling System – 20 GPM (76 LPM)

- Multi-Wrap Overwing Reel W/Electric Rewind
- 1" x 50' API Fueling Hose W/OPW 295SA-0135 Overwing Nozzle
- Electric Pump Rated at 25GPM
- W/Activation Switch on Control Panel
- Canister Style Vessel W/Constant Bleed Line and Spring- Loaded Drain

- API 1583 Water Absorbing Cartridge
- TCS Meter W/Needer Root Mechanical Register Head

## (Optional)

- Diesel Engine Chassis
- Ford Conventional Chassis - Diesel or Gasoline Option
- TCS 3000 Electronic Register
- TCS Cellular Modem Kit
- TMU- 295 Epson Electronic Ticket Printer
- Ultrasonic Level Sensor Tied to TCS3000
- Cold Weather Package
- Backup Camera System W/Digital Display

## Also Included

- Stainless-Steel Piping
- Stainless-Steel Brackets
- Stainless-Steel Tubing for Sense and Drain Lines
- Brake Interlock System
- Electric Emergency Shutoff Switches
- (2) 20Lb BC Fire Extinguishers W/Brackets
- Weather-Proof Aluminum Toolbox
- Reverse Alarm
- NFPA 407 and Logo Decals
- Operation and Maintenance Manual



**NEW 1,000 GAL  
AVGAS REFUELER  
20 GPM - 76 LPM**

**WWW.PROFLOIND.COM**

enda Item 8  
Page 5 of 13

For more information: 📍 2679 S. U.S. 23, Alvada, OH, United States - Zip Code (44802)

📞 Phone: +1.419.436.6008

✉ Email: info@profloind.com

**Global Aviation Services LLC dba ProFlo Industries**

3 Sugar Creek Center Blvd  
 Sugar Land, TX 77478  
 +1 4194366008  
 info@profloind.com

**Estimate**



ADDRESS
Mr. Eric Johnson Metropolitan Topeka Airport Authority 6510 SE Forbes Ave. Ste. 1 Topeka, KS 66619 USA

SHIP TO
Mr. Eric Johnson Metropolitan Topeka Airport Authority 6510 SE Forbes Ave. Ste. 1 Topeka, KS 66619 USA

ESTIMATE #	DATE	EXPIRATION DATE
7261	12/13/2022	01/15/2023

**SHIP VIA**  
 Truck Freight

ACTIVITY	QTY	RATE	AMOUNT
<b>RF3KJ-300</b> New 3,000 Gallon (11,350 Liter) Jet Refueler - New Ford F750 Chassis - Gasoline Engine - Automatic Transmission - Exhaust Modified Per NFPA 407 - Fire Suppression - Master Battery Disconnect Switch, Stack Light for Interlock System, LED Beacon Light - New 3,000 Gallon (11,350 Liter) 304 Stainless Steel Tank Built In Accordance With NFPA 407 and DOT 406 - Bi-Line for Fall Protection - New 300 GPM (1,135LPM) Dispensing System w/One Overwing Reel and One Underwing Reel - 1-1/4" x 50' Overwing Hose w/OPW 295SAJ-0200 Overwing Nozzle - 2" x 50' Underwing Hose w/Underwing Nozzle w/45-PSI HECV, 100-Mesh Strainer, Dust Cap and Swivel Inlet - Hot-Shift PTO Driven Gorman Rupp Pump - Latest Edition Filter Separator Vessel w/Air Eliminator, Pressure Relief, Automatic Water Defense and Spring-Loaded Drains - Latest Edition Cat C Elements Installed - PD Meter w/Veeder Root Mechanical Register Head - Bottom Load System w/Primary and Secondary High-Level Shutoff - Scully Intellicheck3 System w/DuoCept Socket - Stainless Steel Sense and Drain Lines - Pump Pressure Gauge, Nozzle Pressure Gauge, Differential Pressure Gauge, Interlock System, Deadman System, Pressure Control System, Master Disconnect Switch, Emergency Shutoff Systems, Static Grounding Reel, (2) 20Lb Fire Extinguishers - Chassis to Be Factory White, Bare #4 Stainless Steel Tank,	1	218,995.00	218,995.00

ACTIVITY	QTY	RATE	AMOUNT
Steel Components Painted One Color, Customer and NFPA 407 Decal Package Applied			
<b>SingleWrap</b> Upgrade to a Single-Wrap Underwing Reel Mounted Directly Behind the Driver's Cabin	1	2,950.00	2,950.00
<b>Electronic Register</b> Upgrade to a TCS3000 Electronic Register Head (Two Required if 2ndOverwing Option is Selected) - Includes Cab-Mounted Epson TMU-295 Electronic Ticket Printer - Two Required if Second Overwing Reel Option is Selected	2	3,400.00	6,800.00
<b>CellularModem</b> Add a TCS Cellular Modem Kit	1	2,250.00	2,250.00
<b>Rear Camera System</b> Add Backup Camera System w/LCD Display in Driver's Cabin	1	925.00	925.00
<b>Defuel</b> Add Defuel Capability	1	2,950.00	2,950.00
<b>ProductRecovery</b> Add a Stainless Steel Product Recovery Tank w/10" Fill Lid, Contents Gauge, Spring-Loaded Drain, Vent, High-Level Shutoff and Light	1	2,995.00	2,995.00
<b>2ndOverwing</b> Add Second Overwing Reel w/Dedicated Meter - Includes Interlocked Nozzle Holder, 50' Hose, Overwing Nozzle and Hose Reel Shutoff Valve	1	10,495.00	10,495.00
<b>AdditiveInjection</b> Install Gammon Dual Pump Additive Injection System with Stainless Steel Additive Tank	1	11,995.00	11,995.00
<b>RollPrinter</b> Upgrade to Roll Printer	1	240.00	240.00

Estimated Lead Time to Ship: 75 Days After Receipt of Order

SUBTOTAL 260,595.00

A PFI Technician Will Travel to the End User's Site at the Time of Delivery to Commission the Unit and Provide Onsite Maintenance and Operation Training

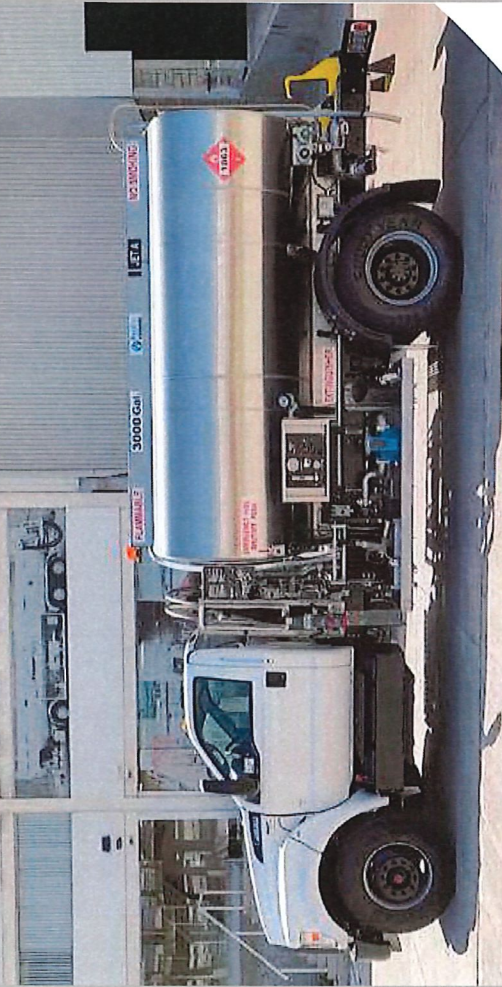
TAX 0.00

TOTAL **\$260,595.00**

Pricing Valid Until Chassis Supply at Current Price is Exhausted or Until Quote Validity Expires

Accepted By

Accepted Date



# NEW 3K REFUELER 3000GPM



## FEATURES

### RF3KJ-300-3

#### Chassis

- Ford F650 4x2 Gasoline Engine
- Automatic Transmission W/Hot-Shift PTO
- Exhaust Modified per NFPA 407
- Speed Limited at 25 MPH
- Heavy Duty Rear Bumper W/Foldable Ladder Brackets

#### Tank

- 3,000-Gallon Capacity
- 304 Stainless Steel #4 Finish Construction
- DOT 406 & NFPA 385 Compliance
- Rear Ladder & Roof Safety Line
- Mechanic Vent and Internal Valve
- Primary and Secondary High-Level Shutoff
- Scully IntelliCheck 3 System
- Ultrasonic Level Sensor Tied to TCS3000
- (2) Drains W/Spring Return Valve

#### Fueling System – 300/100 GPM

- Electric Rewind Single-Wrap Hose Reel
- 2" x 50' MxM API Fueling Hose
- Underwing Nozzle W/45-PSI HECV
- (2) Electric Rewind Multi-Wrap Hose Reels
- (2) 1-1/4" x 50' MxM API Fueling Hoses
- (2) OPW Overwing Nozzles

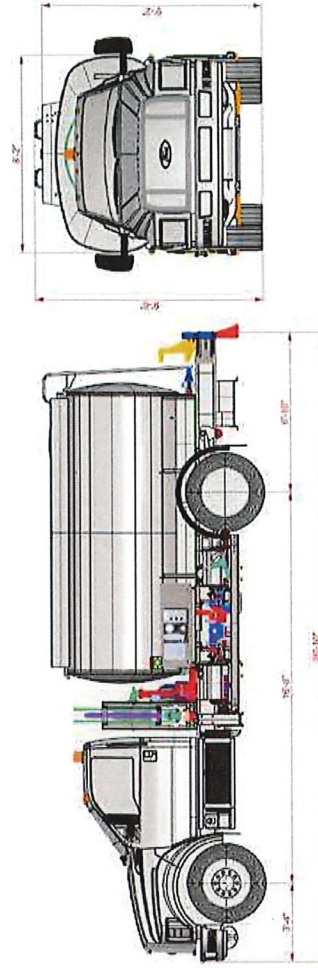
- (2) TCS Meters W/TCS3000 Electronic Register Heads and Epson Electric Printer
- Facet FWS vessel w/water defense
- Fuel / Defuel
- Recirculation
- Pump W/ByPass Valve

#### (Optional).

- Recovery Tank 20 Gal
- Additive Injection System
- Thermal Compensation
- Cellular Modem Option
- Fire Suppression System in Engine Bay, Main Harness and Controls Box

#### Also Included

- Stainless-Steel Piping
- Stainless-Steel Brackets
- Stainless-Steel Tubing for Sense and Drain Lines
- Multiplex or PLC Control System
- Electric Emergency Shutoff Switches
- (2) 20Lb BC Fire Extinguishers W/Brackets
- Reverse Alarm
- NFPA 407 and Logo Decals
- Operation and Maintenance Manual



## EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (“Agreement”) is made by and between Global Aviation Services LLC, d.b.a ProFlo Industries, with principal offices at Three Sugar Creek Center, Sugar Land, TX 77478 (“Lessor”) and Metropolitan Topeka Airport Authority, with principal offices at 6510 SE Forbes Ave Topeka, KS 66619 (“Lessee”). The Effective Date of this Agreement is January 1, 2023.

Lessor leases to Lessee all equipment listed on Exhibit A (“Equipment”) for use at such location and at such rental rate (“Rent”) as stated in Exhibit A.

**Rental Period.** The Rental Period begins on the Effective Date and expires on April 1, 2023. On expiration, it will automatically renew on a month to month basis. Upon termination of this Agreement, Lessee shall return all Equipment to Lessor at a reasonable location designated by Lessor and at Lessee’s cost, not to exceed Seven Thousand Dollars (\$7,000.00).

**Rental Charges and Payment.** The Rent for the Equipment is as stated in Exhibit A. Lessee shall pay the prorated amounts due from the Effective Date through the end of the month in which the Effective Date falls. Otherwise, Rent is due and payable on or before the fifth day of each calendar month. Should the Lessee not pay rent when due, any due and unpaid amount shall bear interest at the rate of eighteen (18%) percent per annum, or the maximum interest rate allowed under the laws of the State of Texas, whichever is less, from the date such payment is due until it is paid in full. Rent shall be adjusted annually upward but not downward by the change from prior year in Consumer Price Index, All Urban Consumers (CPI-U), all items, not seasonally adjusted, as published by the Bureau of Labor Statistics (BLS). In the event this index is discontinued by the Bureau of Labor Statistics, Lessor and Lessee shall agree in writing on a suitable replacement index that meets, as closely as possible, the spirit of the index being replaced. Rent adjustments shall be rounded to the nearest whole cent. None of the foregoing is in lieu of Lessor’s right to take back possession of the Equipment in the event of Lessee’s failure to pay Rent, such right being reserved by Lessor.

**Fees, Assessments, and Taxes Paid by Lessee.** Lessee shall pay or reimburse Lessor, and indemnify, defend, and hold Lessor harmless from, on an after-tax basis, all taxes, assessments, fees and other governmental charges paid or required to be paid by Lessor or Lessee in any way arising out of or related to the Equipment or this Agreement, including but not limited to, foreign, U.S., state, county, and municipal fees, taxes and assessments, and property, value-added, sales, use, gross receipts, excise, stamp and documentary taxes, and all related penalties, fines, additions to tax and interest charges (“Impositions”), excluding only taxes based on or measured by Lessor's net income. Lessee shall timely pay any Imposition for which Lessee is primarily responsible under law and any other Imposition not payable or not paid by Lessor, but Lessee shall have no obligation to pay any Imposition being contested in good faith and by appropriate legal proceedings, the nonpayment of which does not, in the opinion of Lessor, result in a material risk of adverse effect on the title, property, use, disposition or other rights of Lessor with respect to the Equipment. Upon Lessor's request, Lessee shall furnish proof of its payment of any Imposition.

**Maintenance.** Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment, and shall insure that the Equipment is not subject to



careless, unusual, or needlessly rough usage. Lessee shall maintain the Equipment in good repair and operative condition, and return it in such condition to Lessor, ordinary wear and tear resulting from proper use alone excepted, all at Lessee's sole expense.

**Fuel.** Lessee shall ensure Equipment is fueled properly at Lessee's sole expense where applicable.

**Operators.** Lessee shall exercise direct control over all persons who operate the Equipment and shall insure that such persons are competent to operate the Equipment safely and in accordance with all laws, ordinances, rules and regulations, which apply to the use of the Equipment. Lessee agrees to use the Equipment only for the purpose for which it is intended. This Equipment may not be driven on public streets and highways nor used by a third party without the express written consent of Lessor.

**Inspection.** Upon forty-eight (48) hours' notice, Lessee shall afford Lessor access to the Equipment and to all applicable maintenance or other records for inspection at any reasonable time during normal business hours and at Lessor's sole cost and expense.

**Disclaimer of Warranties.** Lessor makes no warranties, express or implied, as to any matter related to the Equipment whatsoever, including, without limitations, the condition of the Equipment, its merchantability, design, capacity, performance, material, workmanship, fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for a specific apparatus or special methods. Lessor further disclaims any liability whatsoever for loss, damage, or injury to Lessee or its employees as a result of any defects, latent or otherwise, in the Equipment. Lessee accepts all these disclaimers. Lessee has had the opportunity to inspect the Equipment to its satisfaction and accepts the Equipment "as is" with all faults. Lessor shall not be liable in any event to Lessee for any loss, delay, or damage of any kind or character resulting from Lessee's use of the Equipment in any manner.

**General Disclaimer.** LESSOR DISCLAIMS, AND LESSEE RELEASES LESSOR FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION STRICT LIABILITY AND LESSOR'S NEGLIGENCE) FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER, SUSTAINED BY LESSEE OR THE OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS OF LESSEE DURING THE TERM OF THIS AGREEMENT. THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF USE OR DIMINUTION OF VALUE, OR OTHER DAMAGE RELATED TO THE OF LEASING THE EQUIPMENT UNDER THIS AGREEMENT.

**Indemnity.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from Lessee's or its employees' use of the Equipment, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the Equipment. Lessee shall further indemnify Lessor and hold Lessor harmless from all loss and damage to the Equipment during the Rental Period, excluding normal wear and tear. Lessee recognizes and agrees that included in this

indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury, disability, and death of Lessee's employees and other persons related to its operation, use, control, handling, or transportation of the Equipment. Lessee specifically indemnifies Lessor against any claim made by a Lessee employee or any third party against Lessor which is in any manner related to the Equipment.

**Insurance.** Lessee shall provide, and maintain at all times, the following insurance and name Lessor as additional named insured. This insurance shall be primary and non-contributing over all collectible insurance including self-insurance: a) Commercial General Liability with limits not less than \$25,000,000 each occurrence; b) Automobile liability with limits not less than \$1,000,000 each occurrence, and airside not less than \$5,000,000; c) Property or equivalent coverage sufficient to cover the replacement cost of the Equipment as new; d) Workers compensation insurance at applicable statutory amounts and employers liability insurance with limits not less than \$1,000,000 each occurrence. If Lessee is self-insured in any of these respects, Lessee shall present adequate proof of such self-insured status acceptable to Lessor in its reasonable business discretion. In that event and in Lessor's sole discretion, Lessor may require Lessee to provide a letter of credit to secure Lessor's indemnity obligations under this Agreement.

**Title.** Lessor shall at all times retain ownership and title of the Equipment. Lessee shall give Lessor immediate notice in the event that any Equipment is levied upon or seized. Lessee shall indemnify Lessor against all loss and damages caused by such action.

**No Subletting or Assignment.** Lessee will not sublet or assign the Equipment.

**Law.** This Agreement is governed by the laws of the State of Texas, excluding its conflicts of law principles. Any dispute between the parties will be submitted to the federal district courts sitting in Houston, Texas or the state district courts sitting in Fort Bend County, Texas, as subject matter dictates. Lessee submits to personal jurisdiction in Texas for purposes of this Agreement.

**Notices.** Notices shall be to the addresses stated in the preamble. The parties may substitute email addresses as appropriate.

**Entire Agreement.** This instrument constitutes the entire agreement between Lessor and Lessee with regard to the Equipment, and it shall not be amended, altered or changed except by a writing signed by both parties.

[Signature Page Follows]

**In witness whereof the parties have signed this Agreement as of the Effective Date.**

LESSEE

LESSOR

Metropolitan Topeka Airport Authority  
Name:  
Title:

*Terry N. Bosserman*  
Global Aviation Services LLC d.b.a ProFlo Industries  
Name: Terry N. Bosserman  
Title: VP of Operations

**EXHIBIT A**

Start Date Agreement: January 1, 2023

Rental Term: 3 Months

Monthly Rental Rate: \$0.00

Location: Topeka, KS

Delivery to Customer's Location: Not to Exceed \$7,000 (Customer Responsibility)

Return Freight to ProFlo Industries: Not to Exceed \$7,000 (Customer Responsibility)

Request for return must be issued four weeks before pick up date.

Equipment Details:

ProFlo Serial Number: TBD

ProFlo Model Number: N/A

Description: 5,000 Gallon Jet A Refueler

VIN: TBD

Model Year: 2012

Chassis Make: Freightliner

Model: M2-106

ProFlo Serial Number: TBD

ProFlo Model Number: N/A

Description: 1,000 Gallon Avgas Refueler


VIN: TBD

Model Year: 2003

Chassis Make: Isuzu

Model: N Series

Office of: President  
To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider Purchase of Compact Tractor  
For FBO at Philip Billard Airport - TOP.  
(Board Action Required)**

Date: December 14, 2022



Staff requested quotes from area equipment dealers for a compact tractor to be used to reposition aircraft at Philip Billard Airport. We received three quotes with Heritage Tractor providing the lowest cost for a new John Deere 2025R. The tractors quoted are relatively close in size and rating with four-wheel drive, diesel engines and hydrostatic transmissions. With the MTAA taking over the Fixed Base Operation at Philip Billard Airport, utilizing this tractor to reposition aircraft will be essential to the operation.

I request the Board approve the purchase of the John Deere 2025R from Heritage Tractor at the quoted Sourcewell price of \$17,156.86.00. The total amount of this purchase is Seventeen Thousand One Hundred Fifty-six Dollars and Eighty-six Cents (\$17,156.86). There are funds available for this purchase in the budgeted line item 92330.

Please contact me if you have any questions.

Dealer	Make	Model	Drive	Price
Heinen Repair Service 13424 Edwards Rd Valley Falls KS 66088 785-945-6711	Mahindra	Max 26 HST tractor with loader	4WD Hydrostatic	\$ 21,355.00
Heritage Tractor, Inc. 2701 Nw Highway 24 Topeka, KS 66618 785-235-5100	John Deere	2025R	4WD Hydrostatic	\$ 17,156.86 <b>*Sourcewell</b>
KanEquip Inc. 2901 Nw Highway 24 Topeka, KS 66618	Kubota	LX3310HSD	4WD Hydrostatic	\$25,250.00

Office of: President  
To: Board of Directors  
From: Eric M. Johnson   
Subject: **Consider Purchase of FBO Office  
And Line Service Equipment For  
Philip Billard Airport - TOP.  
(Board Action Required)**



Date: December 15, 2022

Staff developed a list of equipment and supplies that must be acquired for the Fixed Base Operation prior to assuming those responsibilities on January 1, 2023. While each item could be purchased individually without board approval, as a whole they exceed the threshold, therefore we request Board authorization for these purchases through multiple vendors.

Attached is a comprehensive list of purchases to be made. Staff will look at State/Federal Surplus for office related items to save on expenses wherever possible. Office, lobby, and pilot lounge furniture purchased now can be transferred to the new terminal building when completed in 2024.

I request the Board approve a purchase price not to exceed Twenty-Five Thousand Dollars (\$25,000.00). These purchases will be funded under various line items within the MTAA budget.

Please contact me if you have any questions.



# Activity Report



## Topeka Regional Airport

FOE FAA TOWER OPERATIONS	Nov-22	Nov-21	Nov-20	2022	2021		2020	
				Accumulated Totals Y-T-D	Y-T-D Through Nov	Calendar Yr Totals	Y-T-D Through Nov	Calendar Yr Totals
Air Carrier	37	22	3	223	105	190	77	87
Air Taxi	38	56	24	496	398	454	344	359
Itinerant General	535	522	403	7,052	7,344	7,806	5,723	6,349
Itinerant Military	400	396	435	4,781	4,466	4,917	5,315	5,778
Local Civil	141	139	183	2,063	2,391	2,629	1,394	1,602
Local Military	632	692	761	8,668	11,056	12,018	7,681	8,543
GRAND TOTAL	1,783	1,827	1,809	23,283	25,760	28,014	20,534	22,718

PASSENGER ACTIVITY	Nov-22	Nov-21	Nov-20	2022	2021		2020	
				Accumulated Totals Y-T-D	Y-T-D Through Nov	Calendar Yr Totals	Y-T-D Through Nov	Calendar Yr Totals
<b>COMMERCIAL SERVICE</b>								
Passengers Enplaned	-	-	-	-	-	-	-	-
Passengers Deplaned	-	-	-	-	-	-	-	-
Aircraft Landed	-	-	-	-	-	-	-	-
<b>CHARTERS</b>								
Passengers Enplaned	964	323	166	3,477	1,485	1,649	2,524	2,524
Passengers Deplaned	805	687	134	2,824	1,796	1,955	2,456	2,456
Aircraft Landed	15	10	2	75	47	47	60	60
<b>MILITARY CHARTERS</b>								
Passengers Enplaned	1,920	575	-	6,737	7,493	7,493	519	519
Passengers Deplaned	287	887	-	7,956	1,848	3,180	83	83
Aircraft Landed	11	8	-	85	104	112	18	18
Combined Total Passengers Enplaned	2,884	898	166	10,214	8,978	9,142	3,043	3,043
Combined Total Passengers Deplaned	1,092	1,574	134	10,780	3,644	5,135	2,539	2,539



## Billard Airport

TOP FAA TOWER OPERATIONS	Nov-22	Nov-21	Nov-20	2022	2021		2020	
				Accumulated Totals Y-T-D	Y-T-D Through Nov	Calendar Yr Totals	Y-T-D Through Nov	Calendar Yr Totals
Air Carrier	0	1	0	7	3	3	0	0
Air Taxi	107	129	52	1,447	918	1,018	703	779
Itinerant General	876	905	954	9,945	10,722	11,724	10,609	11,562
Itinerant Military	52	74	34	810	426	462	417	484
Local Civil	664	664	624	5,438	5,404	6,028	6,196	6,764
Local Military	0	0	0	22	110	120	154	154
GRAND TOTAL	1,699	1,773	1,664	17,669	17,583	19,355	18,079	19,743



**DELINQUENT ACCOUNTS  
AS OF NOVEMBER 30, 2022**

NAME OF BUSINESS		TOTAL PAST DUE	NOVEMBER 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
<b>TOPEKA REGIONAL BUSINESS CENTER:</b>											
<b>- CURRENT TENANTS -</b>											
ACA EVENT RENTAL LLC	RENT/FC	\$2,855.34	\$2,855.34	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
ADVANCE STREET ROD DESIGN	RENT/FC	\$11,092.16	\$2,436.79	\$2,538.19	\$2,500.71	\$2,499.22	\$1,117.25	X	X		
BRACKETT INC.	RENT/FC	\$34,134.14	\$4,844.41	\$6,535.61	\$4,676.50	\$4,521.94	\$13,555.68	X	X		
F & L ENTERPRISES INC	RENT/FC	\$4,831.76	\$2,525.96	\$2,264.16	\$35.50	\$0.00	\$6.14	X	X		
FAA TECH OPS. BLDG 620	RENT	\$1,649.88	\$824.94	\$824.94	\$0.00	\$0.00	\$0.00	X	X		
LYNCH, TONY DBA T&J AUTO	RENT/FC	\$376.17	\$376.17	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
MARK A. LEWIS DBA MLEWIS PROPERTIES	RENT/FC	\$2,086.55	\$705.90	\$695.46	\$685.19	\$0.00	\$0.00	X	X		
PROMETAL FABRICATION	RENT	\$2,316.28	\$1,158.14	\$1,158.14	\$0.00	\$0.00	\$0.00	X	X		
VAERUS AVIATION INC	RENT/FC	\$1,501.92	\$1,501.92	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
<b>SUBTOTAL</b>		<b>\$57,988.86</b>	<b>\$14,374.23</b>	<b>\$14,016.50</b>	<b>\$7,897.90</b>	<b>\$7,021.16</b>	<b>\$14,679.07</b>				
<b>- VACATED TENANTS -</b>											
<b>SUBTOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				
<b>TOPEKA REGIONAL AIRPORT:</b>											
<b>- TENANTS -</b>											
<b>SUBTOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				
<b>- AIRPORT USER LANDING FEES -</b>											
ATLAS AIR INC	LANDING FEES	\$475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$475.00	X	X		
EASTERN AIRLINES LLC	LANDING FEES	\$7,420.00	\$0.00	\$0.00	\$1,900.00	\$2,850.00	\$2,670.00	X	X		
ELITE AIRWAYS	LANDING FEES	\$224.00	\$0.00	\$0.00	\$0.00	\$0.00	\$224.00	X	X		
MIAMI AIR INTERNATIONAL INC	LANDING FEES	\$2,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,428.00				X
NATIONAL AIR LINES	LANDING FEES	\$2,823.00	\$0.00	\$0.00	\$2,823.00	\$0.00	\$0.00	X	X		
RVR AVIATION	LANDING FEES	\$86.18	\$0.00	\$0.00	\$0.00	\$0.00	\$86.18	X	X		
<b>SUBTOTAL</b>		<b>\$13,456.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,723.00</b>	<b>\$2,850.00</b>	<b>\$5,883.18</b>				
<b>PHILIP BILLARD:</b>											
BILLARD AIRPORT RESTAURANT	RENT/FC	\$731.68	\$731.68	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
<b>SUBTOTAL</b>		<b>\$731.68</b>	<b>\$731.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				
<b>WATER &amp; SEWER:</b>											
MLEWIS - BLDG 248	WATER/FC	\$362.87	\$122.74	\$120.93	\$119.20	\$0.00	\$0.00	X	X		
MLEWIS - BLDG 629	WATER/FC	\$362.81	\$122.74	\$120.93	\$119.14	\$0.00	\$0.00	X	X		
<b>SUBTOTAL</b>		<b>\$725.68</b>	<b>\$245.48</b>	<b>\$241.86</b>	<b>\$238.34</b>	<b>\$0.00</b>	<b>\$0.00</b>				
<b>GRAND TOTALS</b>		<b>\$72,902.40</b>	<b>\$15,351.39</b>	<b>\$14,258.36</b>	<b>\$12,859.24</b>	<b>\$9,871.16</b>	<b>\$20,562.25</b>				

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

Metropolitan Topeka Airport Authority  
 Monthly Leasing Activity Report  
 November 2022

TENANT	August 2022 CPI is 8.3%	2% Increase was applied in lieu of CPI	ANNUAL RENT	
			FROM	TO
<b>NEW:</b>				
	NONE		\$0.00	\$0.00
<b>RENEWALS DUE:</b>				
Mr. O Auto Sales		430 SE University (#183)	\$4,168.85	\$4,252.23
<b>OPTIONS:</b>				
	NONE		\$0.00	\$0.00
<b>INCREASES: 2%</b>				
F&L Enterprises Inc.		131 SE 61st St. (#100)	\$14,383.81	\$14,671.49
Kada Outdoors		#260 Lot	\$3,866.62	\$3,943.95
Kansas Sand & Concrete		Batch Plant Lot	\$14,978.96	\$15,278.54
Lynch, Tony dba T&J Repair		6145 SE Cardenas (#114)	\$20,291.62	\$20,697.45
McPherson Contractors		7111 SE Forbes Ave. (#452)	\$14,230.47	\$14,515.08
<b>DECREASES:</b>				
Gainwell Technologies		Parking Lots	\$11,061.05	\$8,295.79
Hinnah, Dan		6837 SE Ross St. (#657)	\$17,440.00	\$0.00
<b>MISCELLANEOUS:</b>				
	NONE		\$0.00	\$0.00

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

New Annl. Rate	\$81,654.53
Old Annl. Rate	\$100,421.38
Annual Diff.	-\$18,766.85
/12	-\$1,563.90
Mo. Adj.	\$0.00
Mo. Incr. (Decr.)	-\$1,563.90

Metropolitan Topeka Airport Authority  
 Monthly Gross Rental Income Report  
 November 2022

TOPEKA REGIONAL AIRPORT

	TENANT		FACILITY	MONTHLY RENT
1	Air National Guard		Jt. Use. Agreement	\$5,465.83 *
2	American Flight Museum	1	612	\$1,326.15
3	Combat Air Museum	2,3	602/604	\$301.50
4	Freeman Holdings LLC	4	600	\$1,741.79
	" "	5	601	\$4,330.50
	" "	6	609	\$2,581.70
	" "	7	610 - Suite 10,11	\$5,478.30
	" "	8	Land Lease (#613)	\$943.27
	" "	9	619	\$2,342.75
	" "	10	627	\$508.83
	" "	11	697	\$389.48
5	Gary Properties LLC	12	626	\$1,815.68
6	Haselwood Farm Inc.	13	Farm	\$164.73 ***
	Haselwood Farm Inc.	14	Farm B	\$368.57 ***
	Haselwood Farm Inc.	15	Farm C	\$98.51 ***
7	Head Inc.	16	Abandoned Ramp	\$500.00
8	Pettit, Brooks	17	603 - 240sf	\$50.00
9	Shawnee County	18	667 (Firing Range)	\$552.69 ***
10	Topeka Police Dept.	19	669 (Firing Range)	\$111.23 ***
				\$29,071.51

TENANT		FACILITY	MONTHLY RENT
1	ACA Event Rental LLC	1 260	\$2,395.47
2	AT&T Services, Inc.	2 280	\$472.19
3	Advanced Coatings Inc.	3 137	\$893.56 ***
4	A-1 Restaurant and Bar Supply	4 252	\$2,932.63
	A-1 Restaurant and Bar Supply	5 139 (storage)	\$500.00
	A-1 Restaurant and Bar Supply	6 624	\$4,500.00
5	Blue Jazz Java LLP	7 243	\$2,261.43
6	BME Home LLC	8 384	\$4,377.50
7	Brackett, Inc.	9 451	\$4,154.98
8	Concrete Supply of Topeka, Inc.	10,11,12 147-148-149	\$1,714.05
9	F&L Enterprises Inc. dba WOW Truck and RV Wash	13 100	\$1,222.62
10	Federal Aviation Administration	14 620	\$824.94
11	Freeman Holdings LLC	15 178	\$64.98
12	Gainwell Technologies LLC	16,17,18 Parking Lots #1, #2, #4	\$691.32
13	GIP LLC	19 Parking Lot #21	\$1,148.26
14	Groendyke Transport Inc	20 Parking Lot #17 (6N Lot A)	\$643.30
15	Ground 1, LLC	21 Land Lease (#453)	\$6,377.45
16	H2I, LLC	22 Land Lease (#255)	\$680.30
17	Heartland Coca-Cola Bottling Co.	23 Land Lease (#400)	\$2,517.08
18	Henderson, Brad d/b/a Heartland Tree Service	24 Parking Lot #10W (260W)	\$306.00
19	Home Depot USA, Inc.	25,26,27,28,29 Parking Lots #7,#18,#20,#23 & #24	\$5,218.51
20	Houser Enterprises, Inc	30 167	\$5,500.00
21	JSLewis, Inc.	31 415	\$394.66
22	KADA Enterprises LLC	32 Parking Lot #10E (260E)	\$328.66 ***
23	Kansas Sand & Concrete, Inc	33 Parking Lot #16 (Axton Lot A)	\$1,273.21
24	Kirk, Paul L. Sr. dba Advance Street Rod Design	34 140	\$1,803.36
25	Klaton Real Estate, LLC	35 Land & Bldg. Lease (#622)	\$1,566.14
26	Koelling, Michelle & Duke d/b/a MDK	36 801	\$1,275.86
27	LMC, Inc.	37 321	\$590.53
	" " "	38 Land Lease (#383)	\$233.34
	" " "	39 Land Lease (#621)	\$262.20
28	Lewis, Mark A. d/b/a M. Lewis Properties	40 248	\$207.35
	" " "	41 629	\$467.71
29	Lynch, Tony C. dba T&J Repair	42 114	\$1,724.79
30	McPherson Contractors Inc.	43 452	\$1,209.59
31	Mr. O Auto Sales, LLC	44 183	\$354.35
32	Murray, Christopher d/b/a Mid-America Painting	45,46 123/129	\$554.75
33	NFI Interactive Logistics LLC	47 Parking Lot #12 (University/Bleckley	\$389.04
34	Nzekwe, Chigbo	48 181	\$54.28
35	Phoenix Recovery of Kansas LLC	49 225	\$1,353.61
36	ProMetal Fabrication, LLS	50 379	\$1,040.76
37	R & R Pallet of Garden City, Inc	51,52,53,54,55 170 ABC & Pkg Lots #13 & #16	\$17,339.92
38	Rippe Enterprises	56 Parking Lot #15 (Axton Lot C)	\$577.70
39	Rural Development Corp.	57 281	\$1,901.20
	" " "	58,59 638/818	\$1,986.93
40	SEKESC - Greenbush	60 605	\$10,730.03
41	Sports Car Club of America	61 300	\$1,156.43
42	Sunflower Auto Auction, LLC	62 131	\$3,550.10
43	Topeka Construction, LLC	63,64 Land & Bldg. Lease (#449 & #450)	\$1,095.69
	" " "	65 Land & Bldg. Lease (#448)	\$364.36
44	T.R. Management Inc.	66 154	\$1,045.38
	" " "	67 344	\$2,461.79
45	UAR Direct, LLC	68 197	\$974.71
46	Vaerus Aviation Inc.	69 151	\$1,362.34
			\$109,027.34

TENANT		FACILITY		MONTHLY RENT
1	Air Explorer Scouts Post No. 8	1	15	\$107.69
2	Billard Airport Restaurant	2	4 - Suite 2	\$1,102.27
3	H&H Aircraft Service LLC	3	4 - Suite 5	\$1,289.93
	" " "	4	4 - Suites 6,7,8	\$625.00
	" " "	5	7	\$1,329.83
	" " "	6	9	\$258.29
	" " "	7	10	\$928.51
	" " "	8	12	\$58.95
	" " "	9	T-Hangars, Fuel Farm	\$3,930.14 *****
	" " "	10	26	\$3,590.06
4	NOAA	11	Weather Station	\$4,304.54
5	New-Jetz, LLC	12	Land (#27)	\$611.89
6	Riverside Farms LLC	13	Farm	\$2,274.78 ***
7	RJ Meier Farms LLC	14	Farm	\$2,128.15 ***
8	Teamsters Local Union #696	15,16,17	1,2,3	\$2,126.30
9	Technical Applications & Consulting	18	17	\$1,736.99
				\$26,403.32
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GRAND TOTALS				
65	TENANTS	106	FACILITIES	\$164,502.17

\*Paid Quarterly

\*\* Paid Semi-Annually

\*\*\*Paid Annually

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

</> Lease Expired - Negotiations Incomplete - Holdover Tenancy Payment

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

	NOV 2022	OCT 2022	JAN 2022	JAN 2021	JAN 2020	JAN 2019	JAN 2018	JAN 2017	JAN 2016	JAN 2015	JAN 2014	JAN 2013
<b>TOPEKA REGIONAL AIRPORT</b>												
TENANTS	10	10	9	9	9	9	10	10	10	12	11	11
FACILITIES LEASED	19	19	20	20	21	21	22	22	20	22	26	27
<b>TOPEKA REGIONAL BUSINESS CENTER</b>												
TENANTS	46	47	48	44	48	43	44	42	39	38	39	39
FACILITIES LEASED	69	72	72	69	75	69	69	66	57	55	56	58
<b>PHILIP BILLARD AIRPORT</b>												
TENANTS	9	9	11	12	12	12	14	14	13	12	11	11
FACILITIES LEASED	18	18	18	17	17	17	19	19	18	21	19	18
<b>TOTAL</b>												
TENANTS	65	66	68	65	69	64	68	68	62	62	61	61
FACILITIES LEASED	106	109	110	106	113	107	110	106	95	98	101	103
<b>MONTHLY LEASE INCOME</b>	\$ 164,502	\$ 166,066	\$ 175,958	\$ 167,098	\$ 168,545	\$ 155,936	\$ 158,021	\$ 149,460	\$ 131,303	\$ 113,043	\$ 121,201	\$ 119,965
<b>NET CHANGE</b>	\$ (1,564)	\$ (9,892)	\$ 8,860	\$ (1,447)	\$ 12,609	\$ (2,085)	\$ 8,561	\$ 18,157	\$ 18,260	\$ (8,158)	\$ 1,236	\$ (13,347)