

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

Tuesday, May 18, 2021
MTAA Administrative Office – Board Room
6510 SE Forbes Ave., Building #620

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

1. Inquire if Notification was given to all Requesting Notification of MTAA Board Meetings.
2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting of April 20, 2021.
3. Public Comment.
4. Adopt Agenda.

ACTION ITEMS:

5. Presentation of 2020 Audit Report by Berberich Trahan & Co., P.A.
6. Consider Approval of MTAA Resolution No. 21-274 Authorizing the Acceptance of the Airport Coronavirus Response Grant Program (ACRGP) Grant Offer #3-20-0113-040-2020 Through Federal Aviation Administration.
7. Consider Approval of MTAA Resolution No. 21-275 Authorizing the Acceptance of the Airport Coronavirus Response Grant Program (ACRGP) Grant Offer #3-20-0082-022-2021 Through Federal Aviation Administration.
8. Review Bids Received and Consider Contract Awards on New Class V, 3000 Gallon Aircraft Rescue Fire Fighting (ARFF) Vehicle and Ancillary Equipment Through Funding Provided by AIP Project #3-20-0113-39-2021.
9. Review and Consider a Bid Offered Through a Governmental Competitive Bid on a Multi-Purpose Fire Department First Responder Vehicle for Land and Air Side Operations.

INFORMATION ONLY ITEMS:

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



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

Board of Directors

Metropolitan Topeka Airport Authority April 20, 2021

Regular Monthly Meeting 3:00 PM

Chairman, Thomas Wright, brought the regular monthly meeting of the MTAA Board of Directors to order at 3:00 PM with the following Board members present: Mike Munson, Jim Rinner and Erica Garcia-Babb. Lisa Stubbs was also in attendance via telephone conference. Also in attendance were:

- Jennifer Kuchinski of WSP USA, Inc.
- Jay Freund of WSP USA, Inc.
- Neil Dobler, City of Topeka
- Rick Felsburg of WIBW-TV
- Danielle Martin of WIBW-TV
- Maj. Greg Dunn – MTAA Police/Fire
- William Wempe – MTAA Police/Fire
- Terry Poley – MTAA Maintenance
- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board

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

Item 1. Notice.

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

Item 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meetings of March 16, 2021.

Chairman Wright asked the Board to review the Minutes of the Regularly Scheduled Board Meeting held on March 16, 2020 and inquired if there were any additions, corrections or comments to the Minutes. Mr. Munson requested a correction of "Vice-Chairman Mike Wright was unavailable." to "Vice-Chairman Mike Munson was unavailable."

Mr. Munson moved to approve the Minutes of the Regularly Scheduled Board Meeting of March 16, 2020. Mr. Rinner seconded the motion. Motion carried.

Item 3. Public Comment

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

Item 4. Adopt the Agenda.

Chairman Wright inquired if there were any changes to the Agenda as presented. **Mr. Rinner made a motion to adopt the Agenda as presented. Ms. Garcia-Babb seconded the motion. Motion carried.**

Item 5. Consider Authorization for Purchase of Used Vehicle for MTAA Maintenance.

Mr. Johnson report that it was brought to his attention that the 2001 Dodge Ram 2500 used by the MTAA Maintenance Department mechanic had exceeded its useful service life. This truck was purchased from State Surplus in August 2009 for \$8,900. Given the cost of used pickup trucks and the limited auction/surplus supply, Mr. Johnson asked the Board to authorize the purchase of a truck from State/Federal surplus or local auction sales when one becomes available.

While staff has not yet identified the availability of vehicles, Mr. Johnson explained that he would like to be in the position to acquire a replacement truck with little notice. It is not uncommon for these vehicles to be purchased from surplus within days of becoming available.

Mr. Johnson requested authorization to purchase a used maintenance vehicle from State/Federal surplus or local auction at a cost not to exceed Twenty Thousand dollars (\$20,000).

Mr. Munson made a motion to allow staff to locate a used maintenance truck at a cost not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00). Mr. Rinner seconded the motion. Motion carried.

Item 6. Consider Purchase of Bryx Station Control for MTAA Fire Emergency Calls.

Mr. Johnson, with the assistance of Police & Fire Chief Greg Dunn, explained to the Board that our station currently utilizes a manual alerting system that requires the dispatcher to use a checklist while on the phone with the 911 caller. This process includes logging the call into the computer log, activating tones on the radio, issuing the alert through the notification system, opening the bay doors, activating the station alarms, and broadcasting information over the radio and in-house paging. This system works but is extremely inefficient.

Chief Dunn is proposing Bryx Station Control (BSC) to streamline the process through automation. This system pairs with the current paging system which notifies a number of people such as Fire Administration, Shawnee County Emergency Management, surrounding Fire Districts, Airport Administration and off duty firefighters on the active emergency. This is done via text message, email and app notification.

BSC will take that same call information that is entered into the system and automatically perform all of those steps listed above including text to speech read outs over the radio and paging system. This program reduces complications caused by background noise in dispatch or excitement in the dispatcher's voice.

Most fire departments went to similar systems over 20 years ago and the MTAA station is currently the only fire department in Shawnee County not utilizing the automated alerting. This proves to be a large issue when the emergency calls are fielded at the Central Emergency Call Center. Current procedure involves them fielding the call, then calling MTAA, and then the MTAA dispatcher begins the manual alerting process. With BSC, CECC can perform all of the same features as the MTAA dispatchers from downtown, while still taking the call from 911. This greatly reduces the amount of time from when they are notified - to the time MTAA trucks and personnel are heading to the emergency.

Mr. Johnson recommended the MTAA Board authorize staff to contract with Bryx Inc for the purchase of the Bryx Station Control Package for \$26,100.00. Ms. Stubbs inquired if the quote provided in 2020 for budgetary figures would still be the accurate expense. Chief Dunn responded that he has requested an updated quote but felt certain the costs would be within budget.

Mr. Munson made a motion to authorize staff to make the purchase of the Bryx Station Control system at the quoted amount of Twenty-Six Thousand One Hundred Dollars and No Cents (\$26,100.00) plus 10% for negotiation to cover any increase in cost. Mr. Rinner seconded the motion. Motion carried.

Item 7. Consider Purchase of Body Worn Cameras for MTAA Law Enforcement Officers.

Mr. Johnson, with the assistance of Chief Dunn, explained to the Board that obtaining law enforcement video and audio evidence of interactions with members of the public has become an expectation. This serves to protect both the citizen as well as the police officers. The requested Body Worn Cameras (BWCs) provide 100% transparency of every interaction. This equipment provides documented evidence of what took place during any encounter.

With these cameras, the footage is automatically downloaded when the camera gets within a certain range of the station. No action is needed from the officer for this, eliminating the

possibility of "forgetting" to download it. There are also limits to what the officer can do with the footage. This footage is not accessible by the officer but can be extracted by an administrator. The footage can be reviewed to aid in report writing but cannot be deleted or modified. This creates a well-documented chain of custody for all media evidence. This platform also operates on a "continuous loop" which means that any time the camera is powered on, it is recording.

The proposed purchase from Watch Guard, is a state-approved bid contract through the Kansas Highway Patrol. Mr. Johnson recommended utilizing the State's contract for these items not only to receive state-contract pricing but because the features of these cameras are far more advanced than others on the market. All digital evidence is stored, managed and backed-up off-site reducing the possibility of losing footage due to equipment failures, theft, intentional destruction, etc.

Mr. Johnson requested the Board to authorize staff to contract with Watch Guard for the purchase of seven (7) BWC and two (2) vehicle dash cameras at a cost of \$29,554.00.

Mr. Rinner made a motion to authorize staff to contract with Watch Guard for the purchase of the cameras at a cost not to exceed Twenty-Nine Thousand Five Hundred Fifty-four Dollars and No Cents (\$29,554.00). Ms. Garcia-Babb seconded the motion. Motion carried.

Item 8. Consider Purchase of Tasers for MTAA Law Enforcement Officers.

Mr. Johnson, with the assistance of Chief Dunn explained to the Board that when used as designed, the Taser can be an effective and safe tool to successfully subdue a violent suspect without serious injury, control suspects in extreme cases such as excited delirium very quickly to avoid an in-custody death incident, and in some cases, to control a suspect in a deadly force scenario without resorting to deadly force.

Since subjects in an excited delirium state are not feeling pain, the Taser is one of the very few options that works to control them since it does not rely on pain compliance. This again also saves the officers involved from injury due to not having to fight a suspect displaying lack of response to pain, and typically displaying great strength and aggression.

Implementation of a robust Taser training program for MTAA officers will be completed prior to Tasers being issued. MTAA Counsel has been involved in writing the policies regarding taser use.

When we developed the 2021 budget last year, we budgeted for \$31,050.00 for the purchase of tasers for the MTAA Police Department. Since that time, the price has increased and the thoughts on issuing each officer this equipment has evolved. This quote provides enough tasers for each individual to be issued a taser, holster cartridges and training material. Mr. Johnson recommended the MTAA Board authorize staff to contract with Axon Enterprises, Inc for the purchase of twenty-four (24) complete units with training cartridges and dataport kit at a cost of for \$49,250.63.

Mr. Rinner made a motion to authorize staff to contract with Axon Enterprises, Inc. for the purchase of the tasers and equipment at a cost not to exceed Forty-Nine Thousand Two Hundred Fifty Dollars and Sixty-three Cents (\$49,250.63). Mr. Munson seconded the motion. Motion carried.

Item 9. Consider Purchase of Service Weapons for MTAA Law Enforcement Officers.

Mr. Johnson reported that for several years, the MTAA police officers carried personal weapons while on duty. While a personal weapon allows for each officer to carry what is most efficient and comfortable to the individual, it does pose some challenges. The MTAA has also participated in a government program that allowed the acquisition of surplus weapons to be issued to the officers. Currently, there are 12 Glock pistols and 4 rifles loaned to the MTAA Police Department through the Law Enforcement Support Office (LESO). These weapons are dated, in well-used condition and are at the end of their service life.

A few benefits of transitioning to a department issued firearms program include; standardization of weapons and training for all members of the department, better condition and control of the weapons, and the ability to interchange parts in emergency events (i.e. magazines).

GT Distributors is the State of Kansas vendor for Glock. Glock is a commonly used pistol for police agencies across the United States. Mr. Johnson recommended the purchase of 23 Glocks in models Glock 17, Glock 19 and Glock 45 allowing each officer to be issued an appropriately sized weapon. The quoted price per Glock is \$428, totaling \$9,844.00.

The rifles currently in use are also on loan through the LESO and are Vietnam War Era M16A1s, which are fully automatic rifles restricted to a semi-automatic. A quote was obtained from Clyde Armory for the purchase of 3 patrol rifles. The approximate cost of a complete rifle platform is \$1,500 per rifle, with a total replacement cost of approximately \$4,520. Mr. Johnson recommended that each rifle be equipped with optics, flashlight and slings (all included in the above pricing). This will provide the officers with the correct equipment on the rifle for a broad range of situations.

Mr. Johnson requested the MTAA Board to authorize staff to purchase firearms at a total cost of \$17,471.00.

Ms. Garcia-Babb voiced her concern of purchasing the weapons by stating that we, as a country, already have more guns than people. She stated for the record that she could not, in good conscience, vote to approve the purchase and that she would be voting against the motion.

Mr. Rinner made a motion to authorize staff to purchase the twenty-three (23) Glock handguns from GT Distributors at a cost of \$9,844.00 and the three (3) rifles from Clyde Armory at a cost of \$4,520.00. Total firearm purchase is authorized at a cost not to exceed Seventeen Thousand Four Hundred Seventy-One Dollars and No Cents (\$17,471.00).

Ms. Garcia-Babb voiced her concern of purchasing the weapons by stating that we, as a country, already have more guns than people. She stated for the record that she could not, in good conscience, vote to approve the purchase and that she would be voting against the motion.

Chairman Wright called for the vote. Four votes were cast in favor of passing the motion with Ms. Garcia-Babb voting against the motion. Motion carried.

Information Only Items:

Item 10. Monthly Reports

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

Mr. Johnson provided the following report:

- Staff is working with a potential tenant at Billard Airport for the stone hangar lease. Initially they proposed making the necessary repairs and receiving rent abatement at the existing lease rate. Staff countered with the possibility that MTAA could make the repairs and adjust the lease rate accordingly.
- No word on the SCASD Grant. Announcement in June is still anticipated, but it could be delayed.
- The FAA AIP project for this year is to replace the primary ARFF Truck. This equipment will carry 3,000 gallons of water/foam on board along with a dry chemical system. Bid opening is on April 30th with Board for approval expected in May.
- Work continues on other projects funded by the CARES Act. The Terminal Building at Billard is next on the list, with the fuel farm, Passenger Boarding Bridge and access road at Billard to follow. The FAA has been provided the scope of work on all CARES Act projects.

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

Mr. Johnson provided the following report:

- Building 260 has recently returned to MTAA and the Maintenance staff is making some minor improvements to the high-bay light fixtures to get it ready for lease.
- **DELINQUENT ACCOUNTS (as of 3/31/2021)**
 - Paul Kirk dba Advance Street Rod Design – Account is delinquent for October invoice. Payment due 04/01 as per agreement was paid;
 - Brackett, Inc. – Delinquent for March invoice;
 - Heartland Tree Service – Delinquent for March invoice;
 - Prometal Fabrication LLC – Delinquent for March invoice;
 - R&R Pallet – Delinquent for a portion of November Finance Charges have not been paid October through March;
 - Rural Development Corporation – Partial payments were received for the March, April, May & June, July and August 2020 invoices. Finance charges on unpaid balances each month. All unpaid charges relate to Bldg. #624.

Mr. Johnson provided the following report:

March Leasing Activity –

- **LEASE ACTIVITY** (CPI is 1.4%)
 - **NEW LEASES/RENEWALS**
 - One (1) renewed lease increased 2%
 - **OPTIONS EXERCISED**
 - One (1) tenant exercised an option with 2% increase
 - **INCREASES**
 - Two (2) leases received a 2% Increase and one (1) increase was at CPI.
 - **DECREASES** – None
- The current monthly rental income is \$167,225 which is approximately \$2,007,060 per year.

10.c. Monthly Financial Reports – Ms. Trobough

Ms. Trobough provided the following reports:

- The report for the month ending 03/31/2021 reflects revenue to be \$124,940 ahead of the budget which is a net result from:
 - a. Taxes and Assessments receipts remain at \$79,053 more than the anticipated budgeted;
 - b. Landing Fees income shows to be \$8,060 less than budgeted;
 - c. Fuel Flowage Fees are \$5,207 less than budgeted;
 - d. Passenger Facility Charges are under budget by \$1,749;
 - e. Lease & Rental Fees actual income is \$63,689 more than budgeted;
 - f. Reimbursements total to be \$2,308 more than budgeted;
 - g. CD Interest income is \$634 under budget;
 - h. Water/Sewer Sales are \$1,009 less than budgeted with Water/Sewer Costs reflecting to be \$8,761 more than the budgeted cost due to timing of payments.

- Overall, the operating expenses ended the year with a favorable budget variance of \$220,059.
- Capital Improvement purchases made during the month of March are as follows:
 - a. **EQUIPMENT** – Purchase of P&F equipment at a total cost of \$14,905 which includes \$4,895 for a telecrib truck kit for the patrol truck and \$9,200 for handheld radios & charges.

Mr. Munson moved to accept and file the Monthly Financial Reports as presented for the month ended March 31, 2021. Mr. Rinner seconded the motion. Motion carried.

Item 11. Executive Session

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


Adjournment

Chairman Wright asked if there was any further business to discuss, hearing none, he asked for a motion to adjourn. **Mr. Rinner made the motion to adjourn. Mr. Munson seconded the motion and the meeting was adjourned at 4:10 p.m.**

These official minutes were approved by the Board of Directors on May 18, 2021.

Jim Rinner, Secretary

Office of: President
To: Board of Directors

From: Eric M. Johnson 

Subject: **Presentation of the 2020 Audit Report by
Berberich Trahan & Co., P.A. (Board Action Required)**



Date: April 13, 2021

The enclosed 2020 Audit Report, as prepared by Berberich Trahan & Co., P.A., will be presented at Tuesday's meeting by Stacey Hammond and Laura Hartley. During the presentation, they will be able to address any questions the Board may have.

After the Board has reviewed and discussed the report, it will be necessary for the Board to take action to accept and file the 2020 Audit Report.

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

Office of: President

To: Board of Directors

From: Eric M. Johnson 



Subject: **Board to Consider Approval of MTAA Resolution No. 21-274 Authorizing the Acceptance of the Airport Coronavirus Response Grant Program (ACRGP) Grant Offer Through Federal Aviation Administration. (Board Action Required)**

Date: May 12, 2021

As included in your board book, the Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, for Topeka Regional Airport. was received from the Federal Aviation Administration (FAA).

I am requesting the Board of Directors to consider adoption of MTAA Resolution No. 21-274, which authorizes the MTAA President sign in acceptance of the grant offer from the FAA in the amount of One Million Three Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$1,003,932.00) for AIP Project 3-20-0113-040-2021.

The project is 100% funded by the FAA with no matching obligation of MTAA funds. The grant is for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport as approved by the FAA.

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

MTAA RESOLUTION NO. 21-274

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT OFFER FROM THE UNITED STATES RELATING TO THE AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP) FOR TOPEKA REGIONAL AIRPORT, TOPEKA, KANSAS

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

SECTION 1. That the Metropolitan Topeka Airport Authority, Topeka, Kansas, hereby accepts the Grant Offer, in the amount of One Million Three Thousand Nine Hundred Thirty-two Dollars (\$1,003,932.00) for AIP Project #3-20-0113-040-2021 from the Administrator of the Federal Aviation Administration, for the purpose of obtaining federal aid to be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments at Topeka Regional Airport, Topeka, Kansas.

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

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

Adopted this 18th day of May, 2021 by the Metropolitan Topeka Airport Authority, Topeka, Kansas.

Thomas E. Wright
Chairman of the Board

Certification of Clerk

I, Cheryl A. Trobough, the duly appointed and qualified Authority Clerk of the Metropolitan Topeka Airport Authority, Topeka, Kansas, do hereby certify that the foregoing Resolution was duly adopted at a meeting of the Metropolitan Topeka Airport Authority, Topeka, Kansas, held on the 18th day of May, 2021, and that said Resolution has been compared by me with the original thereof on file and of record in my office, and is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Metropolitan Topeka Airport Authority, Topeka, Kansas, this 18th day of May, 2021.

Cheryl A. Trobough
Authority Clerk



U.S. Department of Transportation
Federal Aviation Administration

**AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)
GRANT AGREEMENT**

Part I - Offer

Federal Award Offer Date April 27, 2021

Airport/Planning Area Topeka Regional

CRRSA Grant Number 3-20-0113-040-2021

Unique Entity Identifier 150947141

TO: Metropolitan Topeka Airport Authority
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated **March 15, 2021**, for a grant of Federal funds at or associated with the **Topeka Regional Airport**, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

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

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

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

payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,003,932**, allocated as follows:

\$1,000,328	Primary KQ 2021
\$3,604	Primary KC 2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 27, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**
- PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

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

- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

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

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

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

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

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

Dated April 27, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

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

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

Dated

Metropolitan Topeka Airport Authority

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

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

Title:

(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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


Dated at _____

By:

(Signature of Sponsor's Attorney)

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Board to Consider Approval of MTAA Resolution No. 21-275 Authorizing the Acceptance of the Airport Coronavirus Response Grant Program (ACRGP) Grant Offer Through Federal Aviation Administration. (Board Action Required)**



Date: May 12, 2021

As included in your board book, the Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, for Philip Billard Municipal Airport. was received from the Federal Aviation Administration (FAA).

I am requesting the Board of Directors to consider adoption of MTAA Resolution No. 21-275, which authorizes the MTAA President sign in acceptance of the grant offer from the FAA in the amount of Twenty-three Thousand Dollars and No Cents (\$23,000) for AIP Project 3-20-0082-022-2021.

The project is 100% funded by the FAA with no matching obligation of MTAA funds. The grant is for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport as approved by the FAA.

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

MTAA RESOLUTION NO. 21-275

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT OFFER FROM THE UNITED STATES RELATING TO THE AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP) FOR PHILIP BILLARD MUNICIPAL AIRPORT, TOPEKA, KANSAS

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

SECTION 1. That the Metropolitan Topeka Airport Authority, Topeka, Kansas, hereby accepts the Grant Offer, in the amount of Twenty-three Thousand Dollars (\$23,000.00) for AIP Project #3-20-0113-022-2021 from the Administrator of the Federal Aviation Administration, for the purpose of obtaining federal aid to be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments at Topeka Regional Airport , Topeka, Kansas.

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

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

Adopted this 18th day of May, 2021 by the Metropolitan Topeka Airport Authority, Topeka, Kansas.

Thomas E. Wright
Chairman of the Board

Certification of Clerk

I, Cheryl A. Trobough, the duly appointed and qualified Authority Clerk of the Metropolitan Topeka Airport Authority, Topeka, Kansas, do hereby certify that the foregoing Resolution was duly adopted at a meeting of the Metropolitan Topeka Airport Authority, Topeka, Kansas, held on the 18th day of May, 2021, and that said Resolution has been compared by me with the original thereof on file and of record in my office, and is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Metropolitan Topeka Airport Authority, Topeka, Kansas, this 18th day of May, 2021.

Cheryl A. Trobough
Authority Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 27, 2021

Airport/Planning Area Philip Billard Municipal

CRRSA Grant Number 3-20-0082-022-2021

Unique Entity Identifier 150947141

TO: Metropolitan Topeka Airport Authority
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated **March 15, 2021**, for a grant of Federal funds at or associated with the **Philip Billard Municipal Airport**, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

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

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

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

Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$23,000**, allocated as follows:

\$23,000	Non-Primary KU 2021
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2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 27, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**
- PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

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

- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

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

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

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

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

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

Dated April 27, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

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

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

Dated

Metropolitan Topeka Airport Authority

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

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

Title:

(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

Office of: President
To: Board of Directors

From: Eric M. Johnson 

Subject: **Review Bids Received and Consider
Contract Awards on New Class V,
3000 Gallon Aircraft Rescue Fire Fighting (ARFF)
Vehicle and Ancillary Equipment Through Funding
Provided by AIP Project #3-20-0113-39-2021.**



Date: May 14, 2021

In the 2021 Airport Improvement Program (AIP) we planned for the purchase of a 3,000-Gallon Aircraft Rescue Fire Fighting (ARFF) Vehicle. This purchase will replace the 1986 1,500-gallon ARFF vehicle purchased through AIP.

Staff advertised a solicitation for bids which were opened publicly on April 30, 2021. We received two bids for the ARFF Vehicle and three bids for the equipment. The ARFF vehicle low bid meeting our specifications was submitted by Rosenbauer Minnesota, LLC at a total cost of \$760,755.00. The lowest responsive bid for the equipment was provided by Danko Emergency Equipment at a cost of \$106,240.00.

The combined cost for the ARFF Vehicle and Equipment is \$866,995.00 which is well within the budgeted amount of \$936,300.00. The MTAA Share of this cost is \$86,700.00. These funds are available in Line Item 98100 - MTAA Matching Funds – AIP Projects.

It is my recommendation the Board authorize staff to purchase the 3000 Gallon Aircraft Rescue Fire Fighting (ARFF) Vehicle and Ancillary Equipment from Rosenbauer Minnesota, LLC and Danko Emergency Equipment at a total cost of Eight Hundred Sixty-Six Thousand Nine Hundred Ninety-Five Dollars (\$866,995.00).

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

Metropolitan Topeka Airport Authority
April 30, 2021 2:00 p.m.
 (Bids opened in order of receipt)

New Class V, 3000 Gallon Aircraft Rescue Fire Fighting Vehicle
Bid Tabulation

Company	Make - Model	Bid Amount	Acknowledged	
			Addendum 1	5% Bid Bond
Rosenbauer Minnesota, LLC 5181 260th Street PO Box 549 Wyoming, MN 55092 (651) 462-1000	Rosenbauer Panther 6X6 Apparatus	\$760,755.00	Yes	Yes
Oshkosh Airport Products, LLC 1515 County Road O, Suite A Neenah, WI 54956 (920) 410-4158	Oshkosh Striker 6X6 Apparatus	\$761,818.00	Yes	Yes

ARFF Vehicle Loose Equipment
Bid Tabulation

Company	Bid Amount	Acknowledged		Exceptions Noted
		Addendum 1	Bid Bond	
Adam Payne Conrad Fire Equipment 19922 W. 162nd Street Olathe, KS 66062 (913) 780-5521	\$46,891.40	Yes	Not Required	21 "No Bid" items of 46 items
Dwayne Chew Municipal Emergency Services 1900 Military Avenue, Ste. 276 Fremont, NE 68025	\$83,195.47	Yes	Not Required	Bid (4) Scott SCBA which will not be compatible with the existing (21) MSA SCBA currently in use
John House II Danko Emergency Equipment 302 E. 4th St. Snyder, NE 68664	\$106,240.00	Yes	10%	

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



Subject: **Review and Consider a Bid Offered Through a Governmental Competitive Bid on a Multi-Purpose Fire Department First Responder Vehicle for Land and Air Side Operations. (Board Action Required)**

Date: May 14, 2021

We budgeted \$250,000.00 in the 2021 budget for the purchase of a First Responder Vehicle. During the last year, we experienced several issues that placed an urgency in purchasing this truck such as multiple mechanical failures of our brush truck as well as availability and future availability of vehicle chassis. Danko Emergency equipment holds the state bid contract for this apparatus with a vehicle price of \$208,500. This price does not include the equipment needed on the apparatus. We will provide equipment quotes to the Board at a later date for approval.

The proposed apparatus style and design will be functional for the following uses:

- **Medical responses** – Primary Function, as medical calls are our most frequent response. This will reduce usage of over-sized vehicles for response.
- **Gross responses** – Will replace Brush 3 that has been mechanically failing.
- **HazMat responses** – Will be equipped with required monitoring and mitigation equipment.
- **Rescue response** – Will supplement the Aerial on all rescues, allows apparatus access where the Aerial may be too big, allows quick water deployment. Lighter and 4x4 will allow for off road access. Has attachment points around the apparatus for vehicle/aircraft stabilization.
- **ARFF responses** – Lighter and 4x4 will allow access to incidents within safety areas that large ARFF trucks cannot access allowing foam deployment, has onboard Class B foam system operated from within the cab by a single firefighter.

As you can see above, the design of this apparatus will allow for responses to almost every call we respond to, either as primary or supplemental, making it our most commonly used apparatus. In addition to design, it allows for us to place equipment for various responses versus it being geared towards one style of call response. With the proposed design, we can also replace the chassis when it reaches high mileage while keeping the "box" in service, greatly reducing forward replacement cost as this apparatus ages.

It is my recommendation the Board authorize staff to purchase the First Responder Vehicle from Danko Emergency Equipment at a total cost of Two Hundred Eight Thousand Five Hundred Dollars (\$208,500.00). Funds are available for this purchase in the Equipment Line Item – 92330.

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

Activity Report



Topeka Regional Airport

FOE FAA TOWER OPERATIONS	Apr-21	Apr-20	Apr-19	2021	2020		2019	
				Accumulated Totals Y-T-D	Y-T-D Through Apr	Calendar Yr Totals	Y-T-D Through Apr	Calendar Yr Totals
Air Carrier	6	2	4	47	51	77	161	265
Air Taxi	31	20	28	95	117	344	103	373
Itinerant General	699	274	383	2,109	1,598	5,723	1,216	5,007
Itinerant Military	415	426	566	1,377	1,609	5,315	1,553	5,765
Local Civil	234	143	94	683	359	1,394	224	710
Local Military	1,263	493	570	4,078	2,726	7,681	2,051	6,475
GRAND TOTAL	2,648	1,358	1,645	8,389	6,460	20,534	5,308	18,595

PASSENGER ACTIVITY	Apr-21	Apr-20	Apr-19	2021	2020		2019	
				Accumulated Totals Y-T-D	Y-T-D Through Apr	Calendar Yr Totals	Y-T-D Through Apr	Calendar Yr Totals
COMMERCIAL SERVICE								
Passengers Enplaned	-	-	-	-	-	-	-	-
Passengers Deplaned	-	-	-	-	-	-	-	-
Aircraft Landed	-	-	-	-	-	-	-	-
CHARTERS								
Passengers Enplaned	49	-	105	419	2,075	2,524	2,007	4,663
Passengers Deplaned	41	-	110	514	2,029	2,456	1,613	3,853
Aircraft Landed	2	1	2	28	53	60	49	90
MILITARY CHARTERS								
Passengers Enplaned	354	-	-	2,486	-	519	8,391	8,539
Passengers Deplaned	205	-	-	606	-	83	3,351	9,242
Aircraft Landed	7	-	-	16	2	18	69	117
Combined Total Passengers Enplaned	403	-	105	2,905	2,075	3,043	10,398	13,202
Combined Total Passengers Deplaned	246	-	110	1,120	2,029	2,539	4,964	13,095



Billard Airport

TOP FAA TOWER OPERATIONS	Apr-21	Apr-20	Apr-19	2021	2020		2019	
				Accumulated Totals Y-T-D	Y-T-D Through Apr	Calendar Yr Totals	Y-T-D Through Apr	Calendar Yr Totals
Air Carrier	0	0	0	0	0	0	0	19
Air Taxi	52	29	103	182	271	703	358	1,163
Itinerant General	1,194	773	1,020	3,621	2,962	10,609	2,923	11,637
Itinerant Military	30	15	100	138	169	417	223	733
Local Civil	514	452	496	1,680	1,880	6,196	1,724	5,992
Local Military	0	8	0	52	30	154	4	22
GRAND TOTAL	1,790	1,277	1,719	5,673	5,312	18,079	5,232	19,566

**DELINQUENT ACCOUNTS
 AS OF APRIL 30, 2021**

NAME OF BUSINESS		TOTAL PAST DUE	APRIL CHARGES	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120 DAYS PAST DUE	ACTION			
								T	L	A	L
								E	T	G	G
								L	R	R	L
TOPEKA REGIONAL BUSINESS CENTER:											
- CURRENT TENANTS -											
ADVANCE STREET ROD	RENT/FC	\$3,019.22	\$44.62	\$43.96	\$72.87	\$101.34	\$2,756.43	X	X	X	
BRACKETT, INC	RENT/FC	\$8,461.65	\$4,232.61	\$4,167.47	\$61.57	\$0.00	\$0.00	X	X		
HEARTLAND TREE SERVICE	RENT/FC	\$609.12	\$309.00	\$300.12	\$0.00	\$0.00	\$0.00	X	X		
TONY LYNCH	RENT /FC	\$1,658.89	\$1,658.89	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
PROMETAL FABRICATION LLC	RENT/FC	\$2,249.05	\$1,132.90	\$1,116.15	\$0.00	\$0.00	\$0.00	X	X		
R & R PALLET OF GARDEN CITY INC	RENT/FC	\$24,014.91	\$685.49	\$344.77	\$995.06	\$1,304.89	\$20,684.70	X	X		
RURAL DEVELOPMENT CORP	RENT/FC	\$23,970.16	\$354.24	\$349.00	\$343.85	\$338.76	\$22,584.31	X	X		X
SUBTOTAL		\$63,983.00	\$8,417.75	\$6,321.47	\$1,473.35	\$1,744.99	\$46,025.44				
- VACATED TENANTS -											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
TOPEKA REGIONAL AIRPORT:											
- TENANTS -											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
- AIRPORT USER LANDING FEES -											
ELITE AIRWAYS	LANDING FEES	\$1,792.50	\$0.00	\$0.00	\$0.00	\$74.50	\$1,718.00	X	X		
MIAMI AIR INTERNATIONAL	LANDING FEES	\$2,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,428.00	X	X		
RVR AVIATION	LANDING FEES	\$86.18	\$0.00	\$0.00	\$0.00	\$86.18	\$0.00	X	X		
UNITED AIRLINES	LANDING FEES	\$1,735.02	\$941.18	\$161.84	\$0.00	\$0.00	\$632.00	X	X		
SUBTOTAL		\$1,821.20	\$941.18	\$161.84	\$0.00	\$86.18	\$632.00				
PHILIP BILLARD:											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
WATER & SEWER:											
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
GRAND TOTALS		\$65,804.20	\$9,358.93	\$6,483.31	\$1,473.35	\$1,831.17	\$46,657.44				

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

Metropolitan Topeka Airport Authority
 Monthly Leasing Activity Report
 April 2021

January 2021 CPI is 1.4%

TENANT	ADDRESS (FACILITY #)	ANNUAL RENT	
		FROM	TO
NEW:			
NONE		\$0.00	\$0.00
RENEWALS DUE:			
NONE		\$0.00	\$0.00
OPTIONS:			
Haselwood Farm, Inc. (CPI)	TRA Farm A	\$1,233.47	\$1,258.14
Haselwood Farm, Inc. (CPI)	TRA Farm B	\$8,706.93	\$8,881.07
Haselwood Farm, Inc. (CPI)	TRA Farm C	\$1,136.23	\$1,158.95
INCREASES:			
A-1 Restaurant & Bar Supply Inc. (2%)	6534 SE Jabara St. (#252)	\$33,825.00	\$34,501.50
Air Explorer Squadron No. 8 (Fixed 2.5%)	3600 NE Sardou #15	\$1,230.00	\$1,260.75
Houser Enterprises, LLC (2%)	438 SE 61st St. (#167)	\$73,800.00	\$75,276.00
Klaton Real Estate LLC (CPI)	6530 SE Forbes Ave. (#622)	\$17,712.63	\$18,235.91
LMC, Inc. (CPI)	6520 SE Forbes Ave. (#621)	\$3,042.16	\$3,084.75
M Lewis Properties (CPI)	710 SE 70th St. (#629)	\$5,426.50	\$5,502.47
DECREASES:			
NONE		\$0.00	\$0.00
MISCELLANEOUS:			
NONE		\$0.00	\$0.00

****MONTHLY INCOME CHANGES****

New Annl. Rate	\$149,159.54
Old Annl. Rate	\$146,112.92
Annual Diff.	\$3,046.62
/12	\$253.89
Mo. Adj.	\$0.00
Mo. Incr. (Decr.)	\$253.89

Metropolitan Topeka Airport Authority
 Monthly Gross Rental Income Report
 April 2021

TOPEKA REGIONAL AIRPORT

	TENANT		FACILITY	MONTHLY RENT
1	Air National Guard		Jt. Use. Agreement	\$5,465.83 *
2	American Flight Museum	1	612	\$1,300.14
3	Combat Air Museum	2,3	602/604	\$281.51
4	Freeman Holdings LLC	4	600	\$1,620.15
	" "	5	601	\$4,074.46
	" "	6	178	\$60.67
	" "	7	609	\$2,401.40
	" "	8	610 - Suite 10,11	\$5,370.88
	" "	9	Land Lease (#613)	\$823.89
	" "	10	619	\$2,296.81
	" "	11	627	\$498.86
	" "	12	697	\$375.46
5	Gary Properties LLC	13	626	\$1,780.08
6	Haselwood Farm Inc.	14	Farm	\$161.50 ***
	Haselwood Farm Inc.	15	Farm A	\$104.84 ***
	Haselwood Farm Inc.	16	Farm B	\$740.09 ***
	Haselwood Farm Inc.	17	Farm C	\$96.58 ***
7	Pettit, Brooks	18	603 - 240sf	\$50.00
8	Shawnee County	19	667 (Firing Range)	\$514.09 ****
9	Topeka Police Dept.	20	669 (Firing Range)	\$101.36 ***
				\$28,118.60

TENANT	FACILITY	MONTHLY RENT
1 AT&T Services, Inc.	1 280	\$472.19
2 Advanced Coatings Inc.	2 137	\$858.86 ***
3 A-1 Restaurant and Bar Supply	3 252	\$2,875.13
A-1 Restaurant and Bar Supply	4 139 (storage)	\$500.00
A-1 Restaurant and Bar Supply	5 260	\$2,244.00
4 Blue Jazz Java LLP	6 243	\$2,217.09
5 Brackett, Inc.	7 451	\$3,993.63
6 Concrete Supply of Topeka, Inc.	8,9,10 147-148-149	\$1,626.24
7 DXC Technology	11 Parking Lot #1	\$263.06
" " "	12 Parking Lot #2	\$263.06
" " "	13 Parking Lot #3	\$108.20
" " "	14 Parking Lot #4	\$251.63
8 Evergy	15 Parking Lot S (#18)	\$1,916.67
9 F&L Enterprises Inc. dba WOW Truck and RV Wash	16 100	\$1,138.32
10 Federal Aviation Administration	17 620	\$862.27
11 FedEx Freight	18 Lot	\$600.00
12 Gallery Classic, Inc.	19 384	\$4,377.50
13 Grandmother's Inc.	20 Parking Lot #21	\$1,103.67
14 Groendyke Transport Inc	21 6N Lot A	\$630.69
15 Ground 1, LLC	22 Land Lease (#453)	\$5,798.61
16 H2I, LLC	23 Land Lease (#255)	\$666.96
17 Heartland Coca-Cola Bottling Co.	24 Land Lease (#400)	\$1,921.00
18 Henderson, Brad d/b/a Heartland Tree Service	25 260W Parking Lot	\$300.00
19 Home Depot USA, Inc.	26,27,28 Parking Lot #20, #23 & #24	\$2,745.79
20 Houser Enterprises, Inc	29 167	\$6,273.00
21 JSLewis, Inc.	30 415	\$368.49
22 KADA Enterprises LLC	31 260E Parking Lot	\$306.00
23 Kansas Sand & Concrete, Inc	32 Axton St - Lot A	\$1,185.42
24 Kirk, Paul L. Sr. dba Advance Street Rod Design	33 140	\$1,733.33
25 Klaton Real Estate, LLC	34 Land & Bldg. Lease (#622)	\$1,519.66
26 Koelling, Michelle & Duke d/b/a MDK	35 801	\$1,191.28
27 LMC, Inc.	36 321	\$367.55
" " "	37 Land Lease (#383)	\$228.77
" " "	38 Land Lease (#621)	\$257.06
" " "	39 820	\$1,149.94
28 Lewis, Mark A. d/b/a M. Lewis Properties	40 248	\$198.13
" " "	41 629	\$458.54
29 Lynch, Tony C. dba T&J Repair	42 114	\$1,605.86
30 McPherson Contractors Inc.	43 452	\$1,126.19
31 Mr. O Auto Sales, LLC	44 183	\$329.92
32 Murray, Christopher d/b/a Mid-America Painting	45,46 123/129	\$543.87
33 NFI Interactive Logistics LLC	47 University & Bleckley Lot	\$366.04
34 Nzekwe, Chigbo	48 181	\$53.22
35 Phoenix Recovery of Kansas LLC	49 225	\$1,289.15
36 ProMetal Fabrication, LLS	50 379	\$988.38
37 R & R Pallet of Garden City, Inc	51 170 A	\$6,383.56
R & R Pallet of Garden City, Inc	52,53,54 170 B/C & Axton Lot B	\$11,092.34
R & R Pallet of Garden City, Inc.	55 170-D	\$3,916.06
R & R Pallet of Garden City, Inc.	56 Engle Lot	\$776.65
38 Rippe Enterprises	57 Lot A 61st Street	\$555.27
39 Rural Development Corp.	58 281	\$1,803.80
" " "	59,60 638/818	\$1,855.21
Rural Development Corp. 1	61 Lot J	\$158.63
" " "	62 Lot K	\$910.81
40 SEKESC - Greenbush	63 605	\$10,730.03
41 Sports Car Club of America	64 300	\$6,976.58
42 Sunflower Auto Auction, LLC	65 131	\$3,480.49
43 Topeka Construction, LLC	66,67 Land & Bldg. Lease (#449 & #450)	\$1,074.20
" " "	68 Land & Bldg. Lease (#448)	\$332.05
44 T.R. Management Inc.	69 154	\$1,004.79
" " "	70 344	\$2,366.19
45 UAR Direct, LLC	71 197	\$917.08
46 Vaurus Aviation, Inc.	72 151	\$1,335.63
		\$114,943.74

TENANT		FACILITY		MONTHLY RENT
1	Air Explorer Scouts Post No. 8	1	15	\$105.06
2	Billard Airport Restaurant	2	4 - Suite 2	\$1,059.47
3	H&H Aircraft Service LLC	3	10	\$881.78
	" "	4	12	\$55.98
4	Heartland Airplanes, LLC	5	9	\$245.99
5	Hetrick Aviation, LLC	6	26	\$3,519.66
6	Kaw Valley Aviation, LLC	7	T-Hangars, Fuel Farm	\$3,669.60 *****
	" "	8	4 - Suite 5 & 6	\$1,264.64
	" "	9	7	\$1,253.60
7	NOAA	10	Weather Station	\$3,536.73
8	New-Jetz, LLC	11	Land (#27)	\$575.72
9	Riverside Farms LLC	12	Farm	\$2,230.19 ***
10	RJ Meier Farms LLC	13	Farm	\$2,086.42 ***
11	Teamsters Local Union #696	14,15,16	1,2,3	\$1,900.28
12	Technical Applications & Consulting	17	17	\$1,702.93
				\$24,088.05
<hr/> <hr/>				
GRAND TOTALS				
67	TENANTS	109	FACILITIES	\$167,464.39
<hr/> <hr/>				

*Paid Quarterly

** Paid Semi-Annually

***Paid Annually

****Paid 10 Yrs in Advance

*****Minimum Guarantee

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

	APR 2021	MAR 2021	JAN 2021	JAN 2020	JAN 2019	JAN 2018	JAN 2017	JAN 2016	JAN 2015	JAN 2014	JAN 2013
TOPEKA REGIONAL AIRPORT											
TENANTS	9	9	9	9	9	10	10	10	12	11	11
FACILITIES LEASED	20	20	20	21	21	22	22	20	22	26	27
TOPEKA REGIONAL BUSINESS CENTER											
TENANTS	46	46	44	48	43	44	42	39	38	39	39
FACILITIES LEASED	72	72	69	75	69	69	66	57	55	56	58
PHILIP BILLARD AIRPORT											
TENANTS	12	12	12	12	12	14	14	13	12	11	11
FACILITIES LEASED	17	17	17	17	17	19	19	18	21	19	18
TOTAL											
TENANTS	67	67	65	69	64	68	68	62	62	61	61
FACILITIES LEASED	109	109	106	113	107	110	106	95	98	101	103
MONTHLY LEASE INCOME	\$ 167,464	\$ 167,210	\$ 167,098	\$ 168,545	\$ 155,936	\$ 158,021	\$ 149,460	\$ 131,303	\$ 113,043	\$ 121,201	\$ 119,965
NET CHANGE	\$ 254	\$ 113	\$ (1,447)	\$ 12,609	\$ (2,085)	\$ 8,561	\$ 18,157	\$ 18,260	\$ (8,158)	\$ 1,236	\$ (13,347)