

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

**Tuesday, June 16, 2020  
MTAA Administrative Office – Board Room  
6510 SE Forbes Ave., Building #620**

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

1. Inquire if Notification was given to all Requesting Notification of MTAA Board Meetings.
2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting of April 21, 2020 and May 19, 2020.
3. Public Comment.
4. Adopt Agenda.

**ACTION ITEMS:**

5. Consider Recommendation of the Selection Committee for the Award of the Five (5) Year On-Call Engineering Contract.
6. Consider Approval of MTAA Resolution No. 20-270 Authorizing the Acceptance of the CARES Act Grant Offer Through Federal Aviation Administration.
7. Consider Exercising the Option on Volaire Aviation Consulting Agreement for Air Service Development.
8. Consider Quotes for HVAC Replacement in Building 243.

**INFORMATION ONLY ITEMS:**

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



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

**Board of Directors**

**Metropolitan Topeka Airport Authority  
 April 21, 2020**

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

Lisa Stubbs, Board Chair, brought the teleconference meeting of the MTAA Board of Directors to order at 3:00 p.m. with a Roll Call of Board members on the call: Chairwoman Lisa Stubbs – present; Vice-Chairman Thomas Wright – present; Secretary Mike Munson – present; Jim Rinner – present and Erica Garcia – present.

Also identified on the call:

- David Lewis of LMC, Inc.
- Robert Zibell of Rural Development Corporation
- Mark Williams of Garver
- Agnes Otto of WSP USA, Inc.
- Jennifer Kuchinski of WSP USA, Inc.
- Jay Freund of WSP USA, Inc.
- Col. J.T. O’Grady – MTAA Police & Fire Department
- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board

Present at the MTAA Administrative Office:

- Eric Johnson – MTAA Administration
- Cheryl Trobough – MTAA Administration
- Danielle Sheehy – MTAA Administration
- Dan Sheehy – MTAA Administration

**Item 1. Notice.**

Chairwoman Stubbs welcomed Ms. Garcia to the Board and asked each Board member to introduce themselves. Following the Board introductions, she inquired if everyone who requested notification had been notified of this meeting. **Ms. Trobough replied that notifications were sent.**

**Item 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting of March 17, 2020.**

Chairwoman Stubbs asked the Board to review the Minutes of the Regularly Scheduled Board Meeting of March 17, 2020 (held via teleconference) and inquired if there were any additions, corrections or comments to the Minutes.

**Mr. Wright moved to approve the Minutes of the Regularly Scheduled Board Meeting of March 17, 2020. Mr. Munson seconded the motion. Motion carried.**

**Item 3. Public Comment**

Chairwoman Stubbs inquired if there was anyone registered to speak during Public Comment. Mr. Johnson responded that Robert Zibell of Rural Development Corporation requested to address the Board.

Mr. Zibell offered a tour of his facilities to the Board members, particularly the new members, and made reference to his long history and development investment on buildings within the business center. Chairwoman Stubbs thanked him for his comments.

**Item 4. Adopt the Agenda.**

Chairwoman Stubbs inquired if there were any changes to the Agenda as presented. **Mr. Wright made a motion to adopt the Agenda as presented. Mr. Rinner seconded the motion. Motion carried.**

**Item 5. Consider Bids for SE Axton St. Project.**

Mr. Johnson reported that the 2020 Pavement Maintenance Program process began with staff conferring with Jay Freund, WSP for the appropriate method to repair the SE Axton Street. The project was advertised for bid as required. Due to the complexity of this project, the bid opening was delayed to allow for additional time for contractors to submit an alternate bid to include construction in two phases. The public bid opening was held via conference call at 10:00 a.m. on April 9, 2020 with the call-in number advertised on the MTAA website and provided to all known plan holders.

The bid opening results as presented:

<b>Project Scheduled for Completion</b>	<b>Contractor: Bettis Asphalt &amp; Construction Inc.</b>	<b>Contractor: Sunflower Paving Inc.</b>
<b>A:</b> SE Axton Street Single Phase Completion	\$410,603.60	\$345,999.00
<b>B:</b> Alternate Bid SE Axton Street Completion in Two Phases	\$415,603.60	\$370,599.00

Upon review of the bids offered by both contractors, staff determined Sunflower Paving Inc., the overall low bidder, provided the best value for the project. Mr. Johnson recommended that the Board authorize staff to contract with Sunflower Paving Inc. for the SE Axton Street project to be completed in two phases at a cost of \$370,599.00.

**Mr. Rinner made a motion to award the SE Axton Street pavement contract to Sunflower Paving, Inc. for the bid amount not to exceed Three Hundred Seventy Thousand Five Hundred Ninety-Nine Dollars (\$370,599.00). Mr. Munson seconded the motion. Motion carried by unanimous roll-call vote.**

**Information Only Items:**

**Item 6. Preliminary Discussion on 2021 Budget Draft #1.**

Draft #1 of the 2021 Budget was presented to the Board. Staff provided this draft as a starting point for discussion on the budget. Direction from the Board was for Staff to proceed to Draft #2 for further discussion at the May Board meeting.

**Item 7. CARES Act Airport Grant Discussion.**

Mr. Johnson reported that information was received from the Federal Aviation Administration (FAA), with a follow-up telephone call from Sen. Jerry Moran, that Topeka Regional Airport and Philip Billard Municipal Airport were the recipients of \$16.9 million dollars of funding through the CARES Act recently passed by Congress. The funding is provided to offset a decline in revenues due to the COVID-19 pandemic and is intended to be used to cover operational expenses. These funds may also be used as airport development to fund building construction and maintenance, as well as equipment acquisition expenses. These expenses must be something which airport revenue is authorized to fund.

Mr. Johnson informed the Board that the FAA was allowing the rejection of the Statements of Qualifications for the MTAA's on-call engineer RFQ received and a re-advertisement of the RFQ to include projects to be completed with the CARES Act grant.

## Item 8. Monthly Reports

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

Mr. Johnson provided the following report:

- Flying of any type is significantly reduced. Updates from MTAA's air service consultant show how much the airlines have cut. All airlines are affected with most cutting 75% or greater. On the 3<sup>rd</sup> Tuesday of April 2019, nation-wide passenger enplanements were 2,594,171. In comparison, on April 20, 2020, nation-wide passenger enplanements were 99,344.
- April's Voltaire air service conference was postponed until July 15-17, 2020. It is doubtful that this date will remain but it will be interesting to hear how the airlines plan to move forward. There is some speculation there may be some opportunities for Topeka Regional Airport to compete.

### 8.b. Economic Development & Leasing Activity – Mr. Johnson

Mr. Johnson provided the following report:

- MTAA staff is working on improvements for the new lease in building 243. The tenant has committed to making significant improvements as well. This is the first time the MTAA has been involved in any improvements in this building. It is planned to ask the Board next month to approve a quote, estimated at \$20,000, for HVAC for the office space in this building.
- Staff is also working with R&R Pallet on some major improvements to Building 170. Having this tenant limited to using just the North side of the building has become an issue for the tenant as well as for the MTAA and others in the area. There has been discussion regarding the construction of a loading dock on the South side of the building for a while. Their operation is busier now than ever. During the Axton Street project, they will lose most of their access on the North. Eventually, the new South loading dock will become the primary docking point and will also reduce the travel from the building to the waste disposal site.

#### March Leasing Activity –

- **LEASE ACTIVITY** (CPI is 2.3%)
  - **RENEWED LEASES** – none
  - **OPTIONS EXERCISED** – (at CPI Inc)
    - Vaerus Aviation (Bldg. #151)
  - **INCREASES** –
    - Three (3) leases received a CPI increase.
- Rental income increased to \$168,654 per month / \$2,023,850 per year.
- **DELINQUENT ACCOUNTS (as of 03/31/2020)**
  - Paul Kirk dba Advance Street Rod Design – Account is delinquent for some of January charges and all of February and March invoices;
  - Brackett, Inc. – Account is delinquent on some finance charges for January as well as February and March invoices;
  - Tony Lynch – Delinquent on portion of February and all of March invoices;
  - R&R Pallet – Account is delinquent on some finance charges for October through January as well as the February & March invoices;
  - Rural Development Corporation – Partial payment was received for the March invoice;
  - Adjutant General Kansas (Army NG) – Water/Sewer account is delinquent for March. This is the only State account not paid, perhaps furloughs affected authorizing personnel.



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

Ms. Trobough provided the following reports:

- The report for the month ending **03/31/20** reflects revenue to be \$189,594 more than budgeted which is a net result from:
  - a. Taxes and Assessments receipts reflect to be \$84,571 more than the anticipated budget;
  - b. Landing Fees are \$5,251 under budget;
  - c. Contract Agreements are \$6,083 more than budgeted;
  - d. Fuel Flowage Fees are \$8,873 under budget;
  - e. Passenger Facility Charges are \$363 more than budgeted;
  - f. Lease & Rental Fees actual income reflects to be \$77,387 more than the budgeted amount;
  - g. Reimbursements total to be \$2,474 ahead of budget;
  - h. CD Interest income is \$21,444 more than the anticipated budget;
  - i. Gain on Sale of Assets is \$3,775 ahead of budget;
  - j. Water/Sewer sales are \$16,415 less than budgeted with Water/Sewer Costs reflecting to be \$22,127 under the budgeted cost.
- Overall, the operating expenses are in-line with the anticipated budget and depict a favorable budget variance of \$266,844.
- Capital Improvement purchases made during the month of March are as follows:
  - a. **VEHICLES** – Purchase of two Bowmonk decelerometer devices to be installed as a part of the new Ops trucks for Police & Fire Dept. and Operations at a total cost of **\$8,800**.

**Mr. Rinner moved to accept and file the Monthly Financial Reports as presented for the month ended March 31, 2020. Mr. Wright seconded the motion. Motion carried.**

### **Item 9. Executive Session**

Chairwoman Stubbs inquired how much time was needed for the Executive Session. Mr. Resner and Mr. Johnson requested forty-five minutes to discuss legal matters pertaining to contracts and potential litigation. **Mr. Munson moved that the meeting be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws. The justification for this Executive Session is the need to preserve attorney-client confidentiality in the discussion of legal matters on contracts and potential litigation. Mr. Munson stated that the Executive Session will be for a period not to exceed forty-five minutes beginning at 4:00 p.m. and this meeting shall reconvene at 4:45 p.m. Mr. Rinner seconded the motion. Motion carried.**

The Regular Session teleconference call terminated at this time for the Board to call in to the Executive Session conference call initiated by Mr. Resner. Everyone was advised to call back in to the Regular Session conference call at 4:45 p.m.

Chairwoman Stubbs reconvened the Regular Session conference call at 4:45 p.m. and stated that there was no action to be taken as a result of the Executive Session.

### **Adjournment**

Chairwoman Stubbs asked if there was any further business to discuss, hearing none, she asked for a motion to adjourn. **Mr. Rinner made the motion to adjourn. Ms. Garcia seconded the motion and the meeting was adjourned at 4:48 p.m.**

These official minutes were approved by the Board of Directors on June 16, 2020.

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Michael R. Munson, Secretary



**MTAA**

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

**Board of Directors**

**Metropolitan Topeka Airport Authority  
May 19, 2020  
Regular Monthly Meeting .....**

There were no agenda items requiring Board action so it was the consensus of the Board that the Regularly Scheduled meeting be canceled.

Office of: President  
To: Board of Directors

From: Eric M. Johnson 

Subject: **Board of Directors to Consider Recommendation of the Selection Committee for the Award of the Five (5) Year On-Call Engineering Contract. (Board Action Required)** Date: June 10, 2020



We advertised and received two Statements of Qualifications for the On-Call Engineer for Topeka Regional Airport (FOE) and Philip Billard Municipal Airport (TOP). Mike Munson, Cheryl Trobough, and I reviewed the Statements of Qualifications (SOQ) submitted to the MTAA for On-Call services. The following firms expressed their interest:


Garver – Mark Williams  
WSP USA, Inc. – Joseph "Jay" Freund

Both Garver and WSP were determined to be fully qualified to provide the necessary services and both were selected for interviews. These interviews were held on June 9, 2020. Mr. Munson will present the committee's recommendation at Tuesday's meeting.

If you have 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. 20-270 Authorizing the Acceptance of the CARES Act Grant Offer Through Federal Aviation Administration. (Board Action Required)** Date: June 11, 2020

As included in your board book, the CARES Act grant offer for Topeka Regional and Philip Billard Airports was received from the Federal Aviation Administration (FAA).

I am requesting the Board of Directors to consider adoption of MTAA Resolution No. 20-270, which authorizes the MTAA President sign in acceptance of the grant offer from the FAA in the amount of Sixteen Million Eight Hundred Ninety-seven Thousand Five Hundred Fifty-five Dollars and No Cents (\$16,897,555.00) for AIP Project #3-20-0113-038-2020.

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

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

# MTAA RESOLUTION NO. 20-270

## RESOLUTION AUTHORIZING THE ACCEPTANCE OF A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT OFFER FROM THE UNITED STATES RELATING TO AIRPORT OPERATIONS AT TOPEKA REGIONAL AIRPORT AND 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 Sixteen Million Eight Hundred Ninety-seven Thousand Five Hundred Fifty-five Dollars and No Cents (\$16,897,555.00) for CARES Act Grant Offer #3-20-0113-038-2020 from the Administrator of the Federal Aviation Administration, to provide funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. The purpose of this Grant is to maintain safe and efficient airport operations at Topeka Regional Airport and Philip Billard Municipal Airport, Topeka, Kansas.

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

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

Adopted on this 16<sup>th</sup> day of June, 2020 by the Metropolitan Topeka Airport Authority, Topeka, Kansas.

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Lisa D. Stubbs  
Chair of the Board

### Certification of Clerk

I, Cheryl A. Trobough, the duly appointed and qualified Authority Clerk of the Metropolitan Topeka Airport Authority, Topeka, Kansas, do hereby certify that the foregoing Resolution was duly adopted at a meeting of the Metropolitan Topeka Airport Authority, Topeka, Kansas, held on this 16<sup>th</sup> day of June, 2020, and that said Resolution has been compared by me with the original thereof on file and of record in my office, and is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Metropolitan Topeka Airport Authority, Topeka, Kansas, on this 16<sup>th</sup> day of June, 2020.

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Cheryl A. Trobough  
Authority Clerk

Agenda Item 6  
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U.S. Department  
of Transportation  
Federal Aviation  
Administration

**CARES ACT AIRPORT GRANT AGREEMENT**

**PART I –OFFER**

Federal Award Offer Date June 5, 2020

Airport/Planning Area Metropolitan Topeka Airport Authority

CARES Grant Number 3-20-0113-038-2020

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 a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grants Application (herein called the “Grant”) dated **June 02, 2020**, for a grant of Federal funds at or associated with the **Metropolitan Topeka Airport Authority**, which is included as part of this Grant Agreement; and

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

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the **Metropolitan Topeka Airport Authority** (herein called the “Grant”) consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this 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. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Sponsor owned and operated airports listed below under Condition 1(A), incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern “airport revenue.” New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, 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 **\$16,897,555.00.**

(A) The following amounts represent the calculation of the maximum total obligation above available under the Provisions of Public Law 116-136, provided to each airport according to CARES Act formulas:

Topeka Regional Airport:	\$16,867,555
Phillip Billard Municipal Airport:	\$30,000

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

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

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES 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 Grant Agreement, the CARES 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 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 July 5, 2020 , 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 Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(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 Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** 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>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **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.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/> . 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 Grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**19. Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, 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 award.
- 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 award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
    - a. Associated with performance under this award; 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.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
  4. Our right to terminate unilaterally that is described in paragraph A of this section:
    - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

## **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 grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).



6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. Employee Retention.** Topeka Regional Airport, as a small, medium or large hub airport, agrees to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The Sponsor shall provide to the FAA the number of employees employed as of March 27, 2020, within 10 business days of this Grant being awarded. Provided further, the Sponsor will report to the FAA the number of employees as of June 30, September 30, and December 31 of 2020, within 10 business days of the end of each reporting period.
- 22. 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 Grant Agreement.

### SPECIAL CONDITIONS

- 23. ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
- A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
- 24. Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- 25. Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
- A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
- 26. Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
- 27. 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.

**28. Utility Relocation in Grant.** The Sponsor understands and agrees that:

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

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Jim A. Johnson*

---

*(Signature)*

**Jim A. Johnson**

---

*(Typed Name)*

**Director, Central Region Airports Division**

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*(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 Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this 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 Grant Application.

**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.

Dated \_\_\_\_\_

**Metropolitan Topeka Airport Authority**

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES 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 \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Sponsor's Attorney)*

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Board to Consider Exercising the Option on  
Volaire Aviation Consulting Agreement for  
Air Service Development. (Board Action Required)**



Date: June 11, 2020

In May 2018, the MTAA Board of Directors authorized staff to enter into a contract with Volaire Aviation Consulting (VAC) for air service development. Understandably, the air service industry is not in any position to begin looking at new markets right now. Our intention with continuing this relationship is to update some material that we have not reviewed in several years.

The existing agreement is included for those that are not familiar with it. In addition to the typical work performed by VAC, I feel we should also complete a leakage study and a point of origin study. During a recent conversation with Senator Moran, he indicated he would assist us in our efforts to return air service to Topeka. The data that will be identified in these two studies will help us make the point that our community is significantly hampered by our lack of viable air service.

The additional cost to complete these studies independently is more than \$23,000. We negotiated for both to be completed at a cost of \$20,000. We intend to market Topeka aggressively in the coming years and I believe this agreement, along with the leakage and point of origin studies, will enable us better opportunities to do so.

I ask the Board to authorize staff to extend the agreement with Volaire Aviation Consulting at a monthly cost of \$2,500.00 during the 12-month option period and complete the studies identified. Funds are available in the 2020 budget in line item 31150 – Consulting Services. Additional expenses may include miscellaneous travel, and data collection from the airlines.

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





## CONSULTING SERVICES AGREEMENT

This Consultancy Agreement (the "Agreement") is made and entered into by and between Volaire Aviation, Inc. (the "Consultant") and the Metropolitan Topeka Airport Authority (the "Company" and/or "Airport") (hereinafter referred to individually as a "Party" and collectively as "the Parties"). This agreement supersedes any and all previous agreements between Consultant and Company.

### 1. Engagement and Services

(a) Engagement. The Company hereby engages the Consultant to provide and perform the services set forth in this section of the agreement (the "Services"), and the Consultant hereby accepts the engagement.

Jack Penning, Managing Partner, will be assigned the project lead for all work at Airport. He will be assisted by Jeff Hayes, Managing Partner, and Kris Nichter, Executive Director.

(b) Term. This agreement will begin on June 1, 2018 and be in effect through May 31, 2020. It can be extended for one 12-month period (2020-21) at Company's discretion.

(c) Services. Consultant will complete the following projects as part of its retainer agreement with Airport:

#### 1) **Airline headquarters meetings and presentations (up to two)**

Consultant will prepare all materials for airline headquarters meetings, including a specific business case for targeted service. Presentations will include specific demographic analysis of the airport catchment area, economic analysis of the market region, overview of current airline market conditions, and a specific business case and analysis of proposed new service or expanded service.

Consultant will attend all airline headquarters meetings with Airport and present the full business case for current, new, and expanded service.

Consultant will provide all requested follow-up information requested by the airline following the meeting.

#### 2) **Air service development conference meetings (four per conference, up to four conferences)**

Consultant will work with Airport to identify target airlines for meetings and to identify which conferences Airport should attend. Consultant will work with conference organizers to schedule meetings.

Consultant will prepare all materials for airline conference meetings, including a specific business case for targeted service. Presentations will include specific demographic analysis of the airport catchment area, economic analysis of the market region, overview of current airline market conditions, and a specific business case and analysis of proposed new service or expanded service.

Consultant will attend all airline conference meetings with Airport and present the full business case for current, new, and expanded service.

Consultant will provide all requested follow-up information requested by the airline following the meeting.

**3) Community visits (Up to four)**

Consultant will prepare state of the industry information, market detail, and other pertinent information for community meetings at Airport's request.

Consultant can also visit the community to develop funding for new and expanded air service, meeting with local stakeholders and businesses.

**4) Small community air service development grant application (One)**

Consultant will write Airport's application for Small Community Air Service Development Grant funding. Consultant will advise Airport on matching funding requirements, application requirements, and all items to enhance Airport's opportunity to win funding.

Consultant will research and develop the business case for proposed service. Consultant will write the application for funding and assist Airport in its submission. Consultant will work to secure airline support for the initiative.

**5) Economic impact analysis of new air service (One)**

Consultant will detail the economic impact of the Airport's potential new scheduled air service. The analysis will include indirect and induced impact, as developed through the IMPLAN software program. The written report will include detail on impact by source, tax impact, and employment impact throughout the region of targeted air service.

**6) Conference calls (Unlimited)**

Consultant will provide access to unlimited conference calls for the term of the agreement on issues of air service development and recruitment. Consultant will also offer two conference calls per month, at no additional cost, for marketing advice and guidance. Conference calls can be scheduled at any time by Airport and are unlimited in time and scope.

**2. Consultancy Fee and Expenses**

(a) Retainer Fee Schedule. Consultant will invoice Airport an equal retainer of \$2,500 per month for all services listed as included as part of the retainer scope of work for a period of 24 months. Invoices will be issued on the first of each month. The retainer amount represents a discount of 5% for the 24-month period of the agreement, based on the following standard project amounts in Airport's previous agreement:

1) Airline headquarters meeting (first):	\$7,000
2) Airline headquarters meeting (subsequent – two in agreement):	\$5,000
a. Total headquarters meeting value:	\$12,000
3) Airline conference meeting (first at conference):	\$2,750
4) Airline conference meeting (subsequent at conference):	\$1,500
a. Total conference value (four conferences):	\$29,000
5) Community visit (per trip):	\$3,000
a. Total visit value (four trips):	\$12,000
6) Small community air service development grant application:	\$7,500
7) Economic impact analysis of new service:	\$10,000
 Total value of all projects included in retainer (24-months):	 \$63,000
Monthly value of all projects included in retainer (24-months):	\$2,625

(b) Additional Project Fees. For projects beyond the scope of the retainer agreement, Consultant will invoice Airport fees per additional project completed, at the following rates. Airport will only be invoiced if it commissions project beyond the retainer scope.

1) Additional airline headquarters meetings (per meeting):	\$5,000
2) Additional conference meetings (per meeting):	\$1,500
3) Additional community visits (per visit):	\$3,000
4) Additional Grant applications (per application):	\$7,500

(c) Performance Bonus Program. Airport will be responsible for bonus payments based on the initiation of new scheduled air service. For each new route *announced* during the term of this agreement, Airport will be invoiced a \$1,500 per month service initiation bonus, beginning the month that flights begin, and continuing for a period of 24 months, or until service ends, whichever comes first. Payments for a partial month shall be prorated based upon the number of days of which flight occur.

(d) Other Expenses. Airport will be invoiced a one-time data charge, outside of the retainer, of \$1,200 for IMPLAN software data used in Airport's economic impact analysis.

(e) Future air service marketing. For each new air service recruited to Airport during the term of this agreement, Airport agrees to grant Consultant first right of refusal to manage, create, and direct the marketing program for said new service. A separate agreement will be drafted between Airport and Consultant upon agreement for new air service.

(f) Hourly rates. For projects not included in the above list, Airport will be invoiced on an hourly basis. The standard hourly rate is \$200 per hour.



(g) Expenses. Consultant shall be entitled to reimbursement for expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements in accordance with the then regular procedures of the Company. Reasonable expenses include, but are not limited to, travel (airfare, hotel, rental car, and meals), printing of materials, and shipping of materials.

In the case of air service development conferences, Consultant will allocate expenses based on the total expenses of Consultant divided by the total number of meetings covered by the Consultant. Take for example a conference where Consultant has three staff members, at a total cost of \$3,000, with 30 total meetings for all attending clients. In this scenario, each meeting would have an expense share of \$100. If Airport had five of the 30 meetings at the conference, Airport's expense share would be \$500.

Consultant shall not be entitled to reimbursement for any expense that has not been preapproved in writing by Airport.

(h) Payment. The Consultant shall submit to the Company invoices detailing the Services performed, expenses, and the amount due. All such invoices shall be due and payable within thirty (30) calendar days after receipt thereof by the Company.

### 3. Miscellaneous Provisions

(a) Applicable Law. The terms of this Agreement shall be interpreted in accordance with the laws of the State of Kansas without regard to its conflicts of laws principals.

(b) Status of Parties. Nothing in this Agreement creates, nor shall anything herein be construed by the parties hereto, or by any third party, as creating, the relationship of principal and agent or of partnership or joint venture between the parties hereto. The Consultant's status shall be that of independent contractor.

(c) Forum Selection. Any action to enforce the terms of this Agreement or claim for damages shall be brought only in the District Court of Shawnee County Kansas or the United States District Court for the District of Kansas sitting in Topeka Kansas. The parties hereby stipulate that such Courts shall have personal jurisdiction over them.

(d) Prior Authorization. Notwithstanding any other provision of this Agreement, Consultant will be entitled to compensation from Airport for any work or services performed pursuant to this Agreement only if Consultant has received prior written authorization from Airport to perform the work or service.

(e) Early Termination. Either party may terminate this Agreement without cause upon 30-days written notice to the other party.

(f) Incorporation. The provisions of Exhibit A (Standard Provisions) are incorporated herein by reference.

(g) Entire Agreement. This instrument constitutes the entire agreement of the parties, and no representations, warranties or inducements not expressly set forth herein shall be of any force or effect. This Agreement may be modified or amended only by a writing executed by or on behalf of the party against whom such modification or amendment is sought to be enforced.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of  
Metropolitan Topeka Airport Authority

A handwritten signature in black ink, appearing to be 'Eric Johnson', written over a horizontal line.

By: Eric Johnson  
Title: Director of Airports

Signed for and on behalf of  
Volaire Aviation, Inc.

A handwritten signature in black ink, appearing to be 'John A. Penning, III', written over a horizontal line.

By: John A. Penning, III  
Title: Managing Partner



EXHIBIT A

STANDARD PROVISIONS INCORPORATED  
INTO CONTRACTS WITH THE METROPOLITAN  
TOPEKA AIRPORT AUTHORITY

The Metropolitan Topeka Airport Authority ("MTAA") and the undersigned contractor/vendor ("Contractor/Vendor") agree that the following provisions are incorporated into and made a part of their agreement dated the 15<sup>th</sup> day of May, 2018 and to which this document is attached (the "Agreement").

1. To the extent that any term of this document is inconsistent with any term of the agreement to which it is attached, the term of this document shall control.

2. The MTAA is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* If sufficient funds are not appropriated to continue the functions contemplated by the Agreement or for the payment of the charges hereunder, the MTAA may terminate the Agreement at the end of its current fiscal year. The MTAA agrees to give written notice of termination to the Contractor/Vendor at least thirty (30) days prior to the end of its current fiscal year. The Contractor/Vendor shall have the right, at the end of such fiscal year, to take possession of any of its equipment, leased or otherwise, provided to the MTAA under the contract. The MTAA will pay to the Contractor/Vendor all regular, contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the Agreement by the MTAA, title to and possession of any equipment purchased by the MTAA, under contract, but not fully paid for, shall revert to the Contractor/Vendor at the end of MTAA's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the MTAA or the Contractor/Vendor.

3. The Contractor/Vendor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and not to discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in hiring, employment practices or in the administration of its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of subparagraph (c) above; (f) that a finding by an administrative agency or court of competent jurisdiction that the Contractor/Vendor has failed to comply with the requirements of subparagraph (a) above or a failure by the Contractor Vendor to comply with any of the requirements of subparagraphs (b), (c) or (d) above shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended in whole or in part by the MTAA.

VOLAIRE  
AVIATION CONSULTING

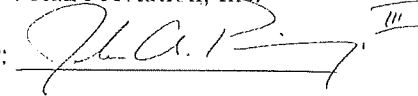
4. The MTAA shall not be responsible for, nor indemnify for, any federal, state or local taxes which may be imposed or levied upon the subject matter of the Agreement.

5. The MTAA shall not be required to purchase, any insurance against loss or damage to any personal property to which the Agreement relates, nor shall the Agreement require the MTAA to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Contractor/Vendor shall bear the risk of any loss or damage to any personal property to which the Contractor/Vendor holds title.

6. The laws of the State of Kansas shall govern the interpretation, validity, performance and enforcement of the Agreement and the provisions hereof.

7. Any action regarding the interpretation, validity, performance and enforcement of the Agreement and the provisions hereof may only be brought and tried in the District Court of Shawnee County Kansas.

VENDOR/CONTRACTOR – Volaire Aviation, Inc.

By: 

Print Name John A. Penning, III

Title: Managing Partner

Date: May 16, 2018

METROPOLITAN TOPEKA AIRPORT AUTHORITY


By: 

Title: President/Director of Airports

Date: May 15, 2018

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Board to Consider Quotes for HVAC Replacement in Building 243. (Board Action Required)** Date: June 12, 2020



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

The tenant recently signed a 5-year lease with a 5-year option available. Included in the lease are certain improvements to be made by both the MTAA and the tenant. The tenant has committed to investing nearly \$100,000 improving and expanding the office space, insulating the entire warehouse and installing OSB sheathing after the insulation is in place.

In addition to the tenant's investment, the MTAA will also need to make other improvements not specific to the tenant's use. This will be the first time the MTAA has been involved with making any repairs to the building. Our repairs include bringing the electrical system up to code, replacing the original lighting fixtures throughout the warehouse and replacing the HVAC system for the office space.

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

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

David Hochstedler offered the lowest quote for the work requested. I ask the Board to authorize staff to enter into a contract with Hochstedler for the HVAC system at building 243 at a cost of Twenty Thousand Seven Hundred Fifty Dollars and No Cents. (\$20,750.00). We have funds available in the 2020 budget (61800 - Maintenance on Rental Property).



June 10, 2020

Attn: Terry Poley  
Blue Jazz Coffee Roasters  
6540 SE Johnston St.  
Topeka, KS 66619

Bid Number: 200416-0004

**Project: HVAC Upgrade**

McElroy's Inc. is pleased to submit this proposal for the above reference project. Our scope of work is defined as follows.

- Recover refrigerant from existing HVAC units. Units to be demoed by others.
- Provide and install new Carrier model 59SC5A140S24 95% efficient furnace and evaporator coil in the back warehouse area.
- Set new Carrier model CA16NW06100G 5 ton 16 SEER AC unit on the roof and run refrigerant lines from unit to evaporator coil.
- Run flue pipe from furnace out the east side of the building. Run condensate drain to floor drain on east edge of building.
- Install new spiral supply duct in open gathering/kitchen area and install return air duct on east wall of open area.
- Provide and install Daikin 3-ton multi-zone mini-split heat pump system for the front office area.
- Install 1 wall mount head in each of the 3 offices.
- Run refrigerant line sets along the outside of the building and enter at wall mount head locations. Cover line sets with line hide.
- Perform complete startup and checkout of each system.
- Note: The 5-ton system for the gathering/kitchen area is marginal in size and may struggle to keep up during the hotter days of summer. With single phase power this is the largest unit available. The only other option is to install 2 smaller systems to increase capacity. This would increase the project price substantially.

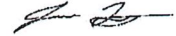
Items not included are as follows:

- **Overtime or Premium Wages**
- **Sales Tax**
- **Main Power Wiring**
- **Demo of Any Old Equipment**

Total Net Price For Above Referenced Project..... \$23,235.00

Thank you for the opportunity to bid this project. Please don't hesitate to call me if you have any questions regarding this proposal. I can be reached at (785) 267-9017.

Sincerely,  
McElroy's, Inc.



Jason Long  
Commercial HVAC Consultant

**Customer Acceptance:**

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Note:** Terms of this proposal are good for 30 days unless otherwise noted

**PROPOSAL**  
**DeBacker's, Inc.**

1520 SE Tenth Avenue  
Topeka, Kansas 66607  
Telephone (785) 232-2916

BID NO. 163614 04/09/2020

Cust ID# 36427

Job No. 163614

MTAA  
6510 SE Forbes Ave  
Topeka, KS 66609

Blue Jazz Java  
6540 SE Johnston St  
Topeka, KS 66609

04/09/2020 Estimate for HVAC Equipment

**OPTION #1**

We propose to install a Goodman Model GMSS921005CN (100,000 BTU AFUE 92%) high efficiency natural gas furnace vented with PVC piping, ductwork adaptations, Goodman Model GSX130601 (5 Ton SEER 13) air conditioner condensing unit with matching evaporator coil, spiral duct, a/c lines, digital thermostat and installation labor.

\$12,000.00  
(Total with Sales Taxes = \$12,918.00)

Note: Owner to provide forklift to get a/c on roof.

LESS Gas Piping & Wiring

**OPTION #2**

For a Daikin Model 3MXL24RMVJU 2 Ton 19 SEER mini split heat pump Outdoor unit, 3 - FTXS09LVJU 9,000 BTU mini split Indoor heat pump units in 3 offices, complete with line sets, covers, pad, communicating cables, drain line and installation labor.

\$10,200.00  
(Total with Sales Taxes = \$10,980.30)

NOTE: If condensate pumps are required an extra charge will be added.

PRICES DO NOT INCLUDE APPLICABLE INSPECTION FEES

PRICE IS VALID UNTIL 06/09/2020 AND SUBJECT TO REVIEW THEREAFTER.

**DUE AND PAYABLE ON RECEIPT.** Amounts unpaid for 30 days from date of invoice will be assessed a monthly service charge as follows: Balances of not more than \$300.00 - 1.75%. Balances of \$300.01 to \$1,000.00 - 1.5%. Balances over \$1,000.00 - 1.2%. **THERE IS A MINIMUM MONTHLY SERVICE CHARGE OF \$1.25.**

**David Hochstedler**  
**Sole proprietorship**  
**Licensed and insured**  
**785-608-4448**  
**nelsonhoc@icloud.com**

Bid for heating and A/C Equipment and installation at 6540 SE Johnston St, Topeka KS, 66619

This bid includes materials and labor to install Heating and air equipment for the newly renovated space plus offices. One conventional system to be mounted horizontally at ceiling above restroom area. Exposed spiral duct will run down the middle of the space then tee off both ways to provide air to both entrance ways.

The Office space will have individual wall hung ductless units. Each room will have individual control of space temps. The outside unit for the offices would be on the centered west exterior of the building. The outdoor unit for the renovated space will be roof mounted on the lower roof on the east side. This includes electrical from a service disconnect switch within 6ft for all equipment that must be installed by an electrical contractor. Roof penetrations will be made water tight until a roofing contractor can make a permanent seal. These two items are not included in the bid price.

Equipment

**5 years on all Equipment 1 year labor warranty**

Renovated space

Arcoaire  
5ton 14seer AC  
100k 95% gas furnace

Office Area

1-Daikin 24k Multi-zone Aurora heat pump  
Heats down to -13deg ambient

3-7k wall cassettes in each office

Materials  
\$16,000  
Labor  
\$4,750  
Total  
\$20,750

Materials cost must be paid up front and remaining Labor to be paid at satisfactory completion of work. Anything in addition to what is described in this bid will have additional cost for time and materials. We will ask for prior authorization before incurring such charges.

# Activity Report



## Topeka Regional Airport

FOE FAA TOWER OPERATIONS	May-20	May-19	May-18	2020	2019		2018	
				Accumulated Totals Y-T-D	Y-T-D Through May	Calendar Yr Totals	Y-T-D Through May	Calendar Yr Totals
Air Carrier	0	6	8	51	167	265	87	126
Air Taxi	30	49	63	147	152	373	184	390
Itinerant General	409	412	460	2,007	1,628	5,007	1,838	4,283
Itinerant Military	460	565	304	2,069	2,118	5,765	1,359	2,503
Local Civil	44	62	58	403	286	710	212	425
Local Military	588	284	242	3,314	2,335	6,475	1,136	1,915
GRAND TOTAL	1,531	1,378	1,135	7,991	6,686	18,595	4,816	9,642

PASSENGER ACTIVITY	May-20	May-19	May-18	2020	2019		2018	
				Accumulated Totals Y-T-D	Y-T-D Through May	Calendar Yr Totals	Y-T-D Through May	Calendar Yr Totals
<b>COMMERCIAL SERVICE</b>								
Passengers Enplaned	-	-	-	-	-	-	-	-
Passengers Deplaned	-	-	-	-	-	-	-	-
Aircraft Landed	-	-	-	-	-	-	-	-
<b>CHARTERS</b>								
Passengers Enplaned	-	194	150	2,075	2,201	4,663	1,528	3,288
Passengers Deplaned	-	191	142	2,029	1,804	3,853	1,574	3,077
Aircraft Landed	-	3	2	53	52	90	49	76
<b>MILITARY CHARTERS</b>								
Passengers Enplaned	-	99	-	-	8,490	8,539	721	721
Passengers Deplaned	-	124	-	-	3,475	9,242	407	407
Aircraft Landed	-	9	-	2	55	117	14	27
Combined Total Passengers Enplaned	-	293	150	2,075	10,691	13,202	2,249	4,009
Combined Total Passengers Deplaned	-	315	142	2,029	5,279	13,095	1,981	3,484



## Billard Airport

TOP FAA TOWER OPERATIONS	May-20	May-19	May-18	2020	2019		2018	
				Accumulated Totals Y-T-D	Y-T-D Through May	Calendar Yr Totals	Y-T-D Through May	Calendar Yr Totals
Air Carrier	0	0	0	0	0	19	2	6
Air Taxi	54	59	132	325	417	1,163	391	1,704
Itinerant General	826	1,086	1,292	3,788	4,009	11,637	2,664	10,258
Itinerant Military	14	68	183	183	291	733	330	1,129
Local Civil	390	564	840	2,270	2,288	5,992	1,810	6,104
Local Military	34	2	8	64	6	22	40	56
GRAND TOTAL	1,318	1,779	2,455	6,630	7,011	19,566	5,237	19,257



DELINQUENT ACCOUNTS AS OF MAY 31, 2020											
NAME OF BUSINESS		TOTAL PAST DUE	MAY CHARGES	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120 DAYS PAST DUE	ACTION			
								T E L	L R	A G R	L L
<b>TOPEKA REGIONAL BUSINESS CENTER:</b>											
<b>- CURRENT TENANTS -</b>											
ADVANCE STREET ROD	RENT/FC	\$7,103.33	\$3,230.82	\$3,298.36	\$574.15	\$0.00	\$0.00	X	X		
LYNCH, TONY	RENT/FC	\$1,755.34	\$1,680.00	\$75.34	\$0.00	\$0.00	\$0.00	X	X		
MARK LEWIS PROPERTIES	RENT	\$636.68	\$636.68	\$0.00	\$0.00	\$0.00	\$0.00	X	X		
R & R PALLET, INC	RENT/FC	\$47,088.85	\$0.00	\$0.00	\$22,039.28	\$25,049.57	\$0.00	X	X		
RURAL DEVELOPMENT CORP	RENT	\$11,585.64	\$3,861.88	\$3,861.88	\$3,861.88	\$0.00	\$0.00			X	
<b>SUBTOTAL</b>		<b>\$68,169.84</b>	<b>\$9,409.38</b>	<b>\$7,235.58</b>	<b>\$26,475.31</b>	<b>\$25,049.57</b>	<b>\$0.00</b>				
<b>- VACATED TENANTS -</b>											
<b>SUBTOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				
<b>TOPEKA REGIONAL AIRPORT:</b>											
<b>- TENANTS -</b>											
<b>SUBTOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				
<b>- AIRPORT USER LANDING FEES -</b>											
ELITE AIRWAYS LLC	LANDING FEES	\$1,718.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,718.00	X	X		
MIAMI AIR INTERNATIONAL	LANDING FEES	\$2,428.00	\$0.00	\$0.00	\$2,428.00	\$0.00	\$0.00			X	
SWIFT AIR LLC	LANDING FEES	\$4,982.90	\$0.00	\$1,145.00	\$1,995.50	\$1,014.40	\$828.00	X	X		
<b>SUBTOTAL</b>		<b>\$9,128.90</b>	<b>\$0.00</b>	<b>\$1,145.00</b>	<b>\$4,423.50</b>	<b>\$1,014.40</b>	<b>\$2,546.00</b>				
<b>PHILIP BILLARD:</b>											
<b>SUBTOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				
<b>WATER &amp; SEWER:</b>											
ADJUTANT GENERAL KANSAS ARMY	WATER	\$1,985.76	\$441.38	\$731.79	\$812.59	\$0.00	\$0.00	X	X		
MARK LEWIS PROPERTIES - BLDG 248	WATER	\$537.55	\$105.57	\$0.00	\$431.98	\$0.00	\$0.00		X		
MARK LEWIS PROPERITES - BLDG 629	WATER	\$105.57	\$105.57	\$0.00	\$0.00	\$0.00	\$0.00		X		
<b>SUBTOTAL</b>		<b>\$2,628.88</b>	<b>\$652.52</b>	<b>\$731.79</b>	<b>\$1,244.57</b>	<b>\$0.00</b>	<b>\$0.00</b>				
<b>GRAND TOTALS</b>		<b>\$79,927.62</b>	<b>\$10,061.90</b>	<b>\$9,112.37</b>	<b>\$32,143.38</b>	<b>\$26,063.97</b>	<b>\$2,546.00</b>				

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