

MTAA Board Meeting 3:00 PM

Tuesday, September 20, 2022

MTAA Administrative Office – Board Room

6510 SE Forbes Ave., Building #620

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

1. Inquire if Notification was given to all Requesting Notification of MTAA Board Meetings.
2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting of August 9, 2022.
3. Public Comment.
4. Adopt Agenda.

ACTION ITEMS:

5. Consider Approval of Coffman Associates Proposal for Focused Planning Study to Assess MRO Hangar Development Alternatives for Topeka Regional Airport.
6. Consider Approval of Bids Received for Construction of New Terminal Building at Philip Billard Airport.
7. Consider Approval of Quote Regarding Asbestos Abatement at 6930 SE Johnston St. (Bldg. #384).
8. Consider Approval of MTAA Resolution No. 22-282 Authorizing the Acceptance of SPARK-BASE Grant Offer from Kansas Department of Commerce.

INFORMATIONAL REPORTS:

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



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

Board of Directors

Metropolitan Topeka Airport Authority August 9, 2022

Public Hearing for 2023 Budget.....2:30 PM

Mike Munson, Board Chair, opened the Public Hearing of the MTAA's 2023 Budget with the following Board members present: Lisa Stubbs, Brian Armstrong and Sam Sutton. Erica Garcia-Babb was unable to attend. Also in attendance were:

- Sam Stallbaumer of WSP USA, Inc.
- Jay Freund of WSP USA, Inc.
- Col. Bill Wempe, MTAA Police & Fire Dept.
- Terry Poley, MTAA Maintenance
- Timothy Resner of Frieden & Forbes, LLP – Legal Counsel to the Board

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

Chairman Munson provided an overview of the 2023 Budget as prepared and asked Staff to present the budget for discussion. Ms. Trobough stated that there had been no changes made to the 2023 budget form since the approval for publication on July 26, 2022. The notice was posted on the MTAA website and sent to Topeka Capital-Journal for publication on July 29, 2022. As published, and based on the current information provided by Shawnee County on the property valuation as of July 1, 2022, the proposed budget reflects a mill levy of 1.753 which is the same as the Revenue Neutral Rate of 1.753 as established and provided by Shawnee County.

Chairman Munson addressed those present by asking if anyone would like to speak regarding the 2023 Budget as published. No one responded.

Chairman Munson announced that the public hearing would remain open until the Regular Board Meeting convened at 3:00 PM.

Regular Monthly Meeting 3:00 PM

Mike Munson, Board Chair, brought the regular monthly meeting of the MTAA Board of Directors to order at 3:00 PM.

Item 1. Notice.

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

Item 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meetings of June 21, 2022 and July 26, 2022.

Chairman Munson asked the Board to review the Minutes of the Regularly Scheduled Board Meetings of June 21, 2022 and July 26, 2022 and inquired if there were any additions, corrections or comments to the Minutes.

Ms. Stubbs moved to approve the Minutes of the Regularly Scheduled Board Meetings of June 21, 2022 and July 26, 2022. Mr. Armstrong seconded the motion. Motion carried.

Item 3. Public Comment

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

Item 4. Adopt the Agenda.

Chairman Munson inquired if there were any changes to the Agenda as presented. Mr. Johnson replied that Staff had nothing to add. **Mr. Armstrong made a motion to adopt the Agenda as presented. Mr. Sutton seconded the motion. Motion carried.**

Item 5. Consider Adoption of 2022 MTAA Budget Authorizing Certification to the Shawnee County Clerk.

Chairman Munson reported that the MTAA Board is required to file a Certificate with the Clerk of Shawnee County, State of Kansas to certify that a public hearing for the MTAA FY-2023 Budget was held.

Chairman Munson stated that each member of the Board is required to sign the Certificate to:

- a. Certify that the Public Hearing for Fiscal Year 2023 Budget was held;
- b. Approve and adopt the Budget as the maximum expenditures for 2023;
- c. Certify that the amount of 2022 Ad Valorem Tax is within statutory limitations for the 2023 Budget; and
- d. Authorize Certification to the Shawnee County Clerk.

Ms. Stubbs made a motion to adopt the 2023 MTAA Budget and authorized Certification to the Shawnee County Clerk. Mr. Sutton seconded the motion. Motion carried.

Item 6. Consider Bids for 2022 Pavement Repairs.

Mr. Johnson reported that the 2022 Pavement Repair process began with staff members noting areas of concern and discussing the appropriate methods for repairing the areas to be addressed. These areas are located at Philip Billard Airport, Topeka Regional Airport and the Topeka Regional Business Center.

In addition to the necessary repairs the MTAA is responsible for, pavement repairs at the Air Explorer Hangar and Heinen Aviation were solicited. Alternate #1 includes a 2" mill and overlay of the Hangar 15 apron for the Air Explorers. Alternate #2 involves grading and installing a 6" asphalt lift along the Southwest side of Hangar 26. This information was passed along to the responsible party for their consideration of completion.

The bid opening was held on July 29, 2022 at 10:00 a.m. with the following results:

Company	Bid Amount
Sunflower Paving, Inc. 1457 N. 1823 Road Lawrence, KS 66044	Base Bid – \$260,260.00 Alternate #1 - \$21,344.00 Alternate #2 – \$17,000.00 Total Bid – \$299,004.00
Bettis Asphalt P.O. Box 1694 Topeka, KS 66601	Base Bid – \$510,498.81 Alternate #1 - \$48,865.74 Alternate #2 – \$21,376.74 Total Bid – \$580,741.29

After reviewing both bids, staff determined Sunflower Paving Inc., the overall low bidder, provided the best value for the project. Mr. Johnson recommended the Board authorize staff to contract with Sunflower Paving Inc. for repair of the identified project areas at a cost of \$260,260.00 plus a ten percent (10%) contingency for any additional work discovered during construction for a total cost not to exceed \$286,286.00.

Mr. Armstrong made a motion to contract with Sunflower Paving Inc. for the pavement repair as presented at a cost not to exceed Two Hundred Eighty-six Thousand Two Hundred Eighty-six Dollars and No Cents (\$286,286.00). Mr. Sutton seconded the motion. Motion carried.

Item 7. Consider Approval of WSP USA, Inc., Task Order No. 9 – 2022 MTAA Street Overlay Program Design Services.

Mr. Johnson reported that the MTAA conducts major pavement maintenance on streets on an as-needed basis. With standard mill and overlay projects, the project is advertised and staff works directly with the contractor to complete the work. With more complex projects, assistance of our on-call engineer is needed to design and oversee the work. The Board was presented a map illustrating the project determined to have the highest priority for next year shown as SE Forbes Avenue (extending from SE Airport West Drive to Gary Ormsby Drive) and SE Evans (from SE 70th Street to SE Forbes Avenue). These streets have not received any more than minimal pothole patching in the past 15 years. Since that time, the use of the streets has changed considerably with Coca-Cola and FedEx relocating to the Topeka Regional Business Center and the introduction of numerous heavy truck and tractor trailers on a daily basis. The intersection of SE 70th Street and SE Evans Street also requires modification to accommodate large truck turning radius.

This is expected to be a multi-year project with design in 2022, bid solicitation in January 2023 and construction taking place in the summer of 2023.

Agreement Breakdown:

Design Services – The fixed price (lump sum) amount of \$100,370.00.

Mr. Johnson requested the Board approve, subject to legal review by MTAA counsel, WSP USA, Inc., Agreement No. 9 – 2022 MTAA Street Overlay Program Design Services, in the total amount of \$100,370.00. Mr. Armstrong stated that he would be abstaining from the vote due to a potential conflict of interest on the agreement.

Mr. Sutton made a motion to approve WSP USA, Inc., Task Order No. 9 – 2022 MTAA Street Overlay Program Design Services, in the total amount of One Hundred Thousand, Three Hundred Seventy Dollars and No Cents (\$100,370.00). Ms. Stubbs seconded the motion. Motion carried.

Item 8. Consider Sourcewell Quote for Purchase of Doosan Forklift.

Mr. Johnson reported that it has been two years since staff identified costs and budgeted for the replacement of the Maintenance Department's primary forklift. Since that time, it has been discovered that most new forklifts in the budgeted price range were seriously delayed for delivery and used equipment was not much better than the old forklift being replacing.

Staff recently found John J. Connell Company; Inc. in Kansas City has a Doosan forklift meeting the requirements with a Sourcewell Collaborative discount program price of \$32,707.84. If approved by the Board, the forklift could be delivered in March 2023. While the original budget for this equipment was \$26,000.00, we have funds available for this purchase due to lower-than-expected cost of tractors and mowers earlier this year.

Mr. Johnson requested Board authorization to purchase the Sourcewell Collaborative discount program Doosan G30E-7 LP forklift at a cost of \$32,707.84.

Chairman Munson made a motion to purchase the Doosan G30E-7 LP forklift at the Sourcewell quoted cost of Thirty-Two Thousand Seven Hundred Seven Dollars and Eighty-four Cents (\$32,707.84). Mr. Armstrong seconded the motion. Motion carried.

Information Only Items:

Item 9. Monthly Reports

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

Mr. Johnson provided the following report:

- The FAA recently advised that they will be completing a Precision Approach Path Indicator (PAPI) System project on Runway 21. It should be an interesting project as the FAA will be awarding the project to a contractor and will have little oversight responsibility. They expect it to take approximately 45 days to complete. During that time, the runway will need to be closed several times

while equipment is in the safety area. MTAA Maintenance Department will take advantage of the closure to complete other work on the runway.

- Significant increases in charter operations are set to continue through most of September. Most of it due to military redeployments. These flights are always good for fuel sales.
- The MTAA hasn't received official word yet, but it appears Salina Airport Authority is experiencing some difficulty with their fuel farm project. Mr. Johnson's understanding is that the Secretary of Transportation with the Biden Administration is using Executive Order 14008, and his own discretion, to determine that federal funding of fuel farms subsidizing and promoting the use of fossil fuels. Senator Moran's office is aware of the issue and will assist in any way possible.

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

Mr. Johnson provided the following report:

- The MTAA is involved in frequent communication with the Greater Topeka Partnership regarding areas available for development. While most of the conversation relates to aviation, a fair amount of the interest is non-aeronautical but related to aviation.
- A recent meeting was held at the GTP Office to discuss opportunities for development at the TRBC. The prospective business appears to be very interested in Kansas in general.
- GTP has planned tours of both airport properties with the Deputy Secretary of Commerce to be held August 10.
- Plans are to have a task order for the Board to consider so the design of the Ammo Road area can move forward.
- **DELINQUENT ACCOUNTS (as of 07/31/2022)**
 - Paul Kirk dba Advance Street Rod Design – Account remains delinquent for finance charges and March, April, May, June & July invoices;
 - Brackett Inc. – Account remains delinquent for finance charges and a portion of the April, May, June & July invoices;
 - Heartland Tree Service – Delinquent for May, June & July invoices;
 - Home Depot USA – Delinquent for the new lease added in May on Lot #18;
 - Prometal Fabrication LLC – In final stages of turning the building back over to MTAA. Delinquent for May, June & July invoices;
 - 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. These unpaid charges relate to Bldg. #624. In addition, the water account for Bldg. #281 is delinquent for the May, June & July invoices.

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

- **LEASE ACTIVITY** (CPI is 8.3%)
 - **NEW LEASES/RENEWALS**
 - NFI Interactive Logistics LLC – renewed Parking Lot #12
 - UAR Direct LLC – renewed 421 SE Axton St. (Bldg. #197)

➤ **OPTIONS EXERCISED**

- None

➤ **INCREASES**

- Two (2) leases received an annual increase.

➤ **DECREASES/LEASES DISCONTINUED**

- None

- Monthly rental income is \$164,270 or approximately \$1,971,241 per year.

6.c. Monthly Financial Reports – Ms. Trobough

Ms. Trobough provided the following report:

- The report for the month ending 07/31/2022 reflects revenue to be \$137,325 ahead of the budget which is a net result from:
 - a. Taxes and Assessments receipts remain at \$45,077 less than the anticipated budgeted;
 - b. Landing Fees income shows to be \$14,591 less than budgeted;
 - c. Fuel Flowage Fees are \$27,251 more than the anticipated budgeted;
 - d. Passenger Facility Charges are under budget by \$2,478;
 - e. Lease & Rental Fees actual income is exceeding the budget by \$109,276;
 - f. Reimbursements total to be \$10,276 more than budgeted;
 - g. CD Interest income is \$3,780 more than the budgeted amount;
 - h. Water/Sewer Sales are \$14,621 more than budgeted with Water/Sewer Costs reflecting to be \$13,903 more than the budgeted costs.
- Overall, the operating expenses ended the year with a favorable budget variance of \$516,668.
- Capital Improvement purchases made during the month of July are as follows:
 - a. **EQUIPMENT** – Purchase of Smokeless Range Simulator for Police Training when range time is not available at the budgeted cost of **\$5,228.92**.

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

Item 10. Executive Session

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

Adjournment

Chairman Munson asked if there was any further business to discuss, hearing none, he asked for a motion to adjourn. **Ms. Stubbs made the motion to adjourn. Mr. Sutton seconded the motion and the meeting was adjourned at 3:45 p.m.**

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

Brian Armstrong, Secretary

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Approval of Coffman Associates
Proposal for Focused Planning Study to Assess
MRO Hangar Development Alternatives for
Topeka Regional Airport. (Board Action Required)**



Date: September 16, 2022

Following a discussion with the FAA Central Region Office, it was determined we will need to complete a focused planning effort to analyze development alternatives of the MRO site and some preliminary environmental evaluations to revise the Airport Layout Plan. We reached out to Coffman Associates for a proposal for this effort. Coffman Associates is familiar with the Topeka Regional Airport having completed the Master Plan Update in 2016. This earlier work will aid them in completing this project in a timely manner.

The scope of work and cost proposal for this service is included for your review and consideration. The total contract is for this project is proposed as a fixed-fee effort with a cost not to exceed \$62,068. This work will be included as part of the MRO site design and will be funded in part by the SPARK Base grant and MTAA matching funds.

I recommend the Board approve the contract with Coffman Associates to complete the focused planning effort including all items identified in their proposal.

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

September 15, 2022

Mr. Eric Johnson
President/Director of Airport
Metropolitan Topeka Airport Authority
6510 SE Forbes Ave., Suite 1
Topeka, KS 66619

RE: Focused Planning Study to Assess MRO Hangar Development Alternatives for Topeka Regional Airport

Dear Mr. Johnson,

In response to your request, Coffman Associates (Consultant) is pleased to submit this proposal to the Metropolitan Topeka Airport Authority (Sponsor). The scope of services outlined here was developed following consultation with airport management and FAA. The project is a Focused Planning Study to identify a location on the airport that can support the development of a large Maintenance, Repair, and Overhaul (MRO) base. It is anticipated that the MRO facility will need to accommodate two Boeing 777 aircraft at the same time. The first step is to develop a new operations forecast which will inform the environmental evaluation to follow. It is anticipated that the presence of an MRO base will increase operations by large transport aircraft; however the additional operations are not anticipated to lead to a change in the current critical aircraft (C-III). The next step is to develop three alternative layout scenarios, each of which will be graphically presented. Each of the alternatives will be evaluated based on FAA design criteria for safety areas, Part 77 surfaces, and any other imaginary surfaces that could be impacted. A preferred alternative will be determined by MTAA. Operational noise contours will be developed as part of an overall NEPA initial evaluation. It is anticipated that the NEPA evaluation will provide FAA the information they need to determine if a Categorical Exclusion or an Environmental Assessment would be needed prior to site development. Once all parties agree on the preferred alternative, the Airport Layout Plan will be updated to reflect the planned landside development.

The Scope of Services and Cost Proposal are outlined below.

SCOPE OF SERVICES

Task 1 – Operations Forecast

Description: An operations forecast will be developed that includes activity levels that could be generated by a large MRO facility. The operations forecast will include general aviation, air taxi, and military activity, and it is meant to inform the development of noise contours. An operational fleet mix classified by aircraft type will be developed. Neither based aircraft nor potential scheduled commercial operations will be part of the forecast.

Product: Narrative and exhibits documenting the operations forecast.

Task 2 – Alternatives Development

Description: Consultant will develop up to three MRO development alternatives on the selected site at the south end of the airport. This task will evaluate the alternatives in the context of meeting the MRO needs, separation and safety standards, and airspace clearances. FAA design standards as outlined in FAA AC 150/5300-13B will be used. The alternatives will be presented to the Sponsor, and a preferred alternative will be identified for further environmental analysis. The alternatives analysis will prioritize avoiding any existing structures (i.e., bunkers, buildings).

Product: Narrative and graphical exhibits of each of the three development alternatives.

Task 3 – Environmental Analysis/Noise Contours

Description: Utilizing the DOC CATEX SOP 5.1 checklist as the framework, the consultant will develop the preliminary environmental analysis scope with this effort. Utilize online environmental databases to inventory what might be affected and to help narrow down the scope of what might need to be coordinated with various resource agencies. This effort will cover the NEPA categories and will “flag” any of those categories that may be impacted by the preferred alternative. The alternatives developed in Task 2, will be coordinated with the SHPO by the Consultant. If SHPO determines that a cultural/architectural survey is needed, that will occur under a separate contract. Cultural/architectural and biological surveys are not included in this contract. The FAA has indicated that they will coordinate any necessary tribal consultation. Noise contours are to be developed utilizing the most recent version of the AEDT Noise Modeling software.

Product: Narrative, exhibits, and tables providing an overview of the NEPA categories and the noise contours.

Task 4 – Updated Airport Layout Plan (ALP)

Description: Based upon guidance from the Sponsor, the ALP drawings will be updated to reflect the preferred alternative.

Product: Updated ALP Drawing set in electronic (PDF) format.

Task 5 – Deliverables/Meeting/Project Management

Description: A final narrative report with various exhibits will be drafted. The report will document the process, alternatives considered, the preferred alternative, and the environmental analysis. The report will support the updates to the ALP. Three virtual meetings are anticipated between the Sponsor and Consultant. FAA may be asked to participate in one of these meetings. A focused study of this nature will require normal project management to keep the project on time and on budget.

Product: Narrative report (approx. 20 pages). Anticipate five (5) printed copies and a PDF.

COST AND SCHEDULE PROPOSAL

This project is proposed as a fixed-fee effort with a cost not to exceed \$62,068. The cost and schedule for this project is detailed in the tables below. Services will be billed monthly based on percent complete. Invoices are payable within 30 days of receipt. Consultant reserves the right to assess a late charge on unpaid balances equal to 12 percent per annum (or 1 percent per month). If project changes occur once work has commenced, additional charges could be incurred. Consultant will not undertake any work beyond the currently approved scope and cost without prior written approval.

Upon written notice-to-proceed, Consultant will initiate the project.

If this proposal is acceptable, please indicate the same by signing and dating below and returning a copy for our files.

Patrick Taylor, C.M.
Principal - Coffman Associates

Date

Eric Johnson
President/Director of Airports – MTAA

Date

PROJECT FEE		COFFMAN ASSOCIATES (HOURLY RATES)				Total Labor	Expenses	Total
		Principal	Senior Professional	Professional	Technical/ Support			
Element	Description	\$292	\$268	\$158	\$120			
1	Operations Forecast	4	32	0	24	\$12,624	\$0	\$12,624
2	Alternatives Development	4	32	0	32	\$13,584	\$0	\$13,584
3	Environmental Analysis/ Noise Contours	0	50	16	13	\$17,488	\$0	\$17,488
4	ALP Update	4	8	32	8	\$9,328	\$0	\$9,328
5	Deliverables/Meetings/ Project Management	8	16	0	16	\$8,544	\$500	\$9,044
Coffman Associates, Inc. Total		20	138	48	93	\$61,568	\$500	\$62,068
Expenses: \$500 for document printing.								

PROJECT SCHEDULE			MONTHS					
Element	Description	NTP	1	2	3	4	5	6
1	Operations Forecast							
2	Alternatives Development							
3	Environmental Analysis/Noise Contours							
4	ALP Update							
5	Deliverables/Meetings/Project Management							
NTP: Notice to Proceed								

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Approval of Bids Received for
Construction of New Terminal Building at
Philip Billard Airport (Board Action Required)**



MTAA

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL
AIRPORT & BUSINESS CENTER

BILLARD AIRPORT

Date: September 16, 2022

With the award of the Bipartisan Infrastructure Law - Airport Terminal Program (BIL-ATP) and Cares Act grants, the MTAA has been afforded the opportunity to address several Airport Improvement Program (AIP) eligible projects that we would likely not be able to complete otherwise. Federal Aviation Administration Entitlement funding through AIP for Philip Billard Airport is not sufficient for the terminal building project. Likewise, discretionary funding is awarded to projects that compete for funds. The priority is given to airfield pavements such as runways, taxiways and aprons.

Following the design effort by WSP, we advertised the Terminal Building Project and opened bids on September 15, 2022. We received two bids for the new terminal building. The engineer's estimate of probable cost was \$4,960,952.92. Icon Structures provided the apparent low bid of \$4,669,000.00.

I recommend the Board accept the bid offered by Icon Structures in the amount of Four Million Six Hundred Sixty-Nine Thousand Dollars and No Cents (\$4,669,000.00), pending a thorough review by WSP of all bid documents and concurrence of award from the FAA. This project will be fully funded by BIL-ATP and Cares Act grants. MTAA matching funds are not required.


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

Metropolitan Topeka Airport Authority
Philip Billard Terminal Building
September 16, 2022
2:00 PM

Company Submitting Bid	Address	Bid Amount
Must meet 2009 International Building Code (IBC) (currently adopted by City of Topeka – making it the MTAA's adopted code)		
Icon Structures	114 N. Wabash Wichita, KS 67214 (785) 410-3391	\$4,669,000.00
Senne Company, Inc.	2001 NW US Highway 24 Topeka, KS 66618 (785) 235-1015	\$5,240,523.00
WSP USA Inc	*Engineer's Estimate of Probable Costs	\$4,960,952.92

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider Approval of Quote Regarding
Asbestos Abatement at 6930 SE Johnston St.
(Bldg. #384). (Board Action Required)**



Date: September 16, 2022

The tenant in Building 384 has leased that property from the MTAA since 2015. They are hoping to repurpose a large room in that building that currently contains the old boiler and ancillary equipment. Prior to authorizing the removal of the old equipment, we had all insulating material identified. As suspected, a significant amount of it is asbestos.

As the board is aware, it is the MTAA practice to remove asbestos materials in buildings prior to leasing them. Because the same tenant occupied the property as a subtenant under a prior lease, this work was not completed. We requested quotes for asbestos abatement. Jacobson Asbestos Company provided a quote of \$24,700.00. This includes preparation, removal, disposal and OSHA compliant air monitoring in the structure, leaving the room safe for remodeling.

I request the Board authorize the removal of the asbestos material at a cost not to exceed Twenty-Four Thousand Seven Hundred Dollars and No Cents (\$24,700.00). We have the necessary funds available in the 2022 budget (61800 - Maintenance on Rental Property).

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

jacobson asbestos company

1414 w.19th.terr.

785.817.2047

Email

lawrence,ks 66046

F: Fax Number

Website

Bill To: mtaa

785 862 2362

41-22

6510 se forbes
s topeka,ks

Fax:

Date: 9.16.22

Email:

quote for;mtaa bldg 384

Item #	Description	Qty	Unit Price	Discount	Price
1	acm removal of mag block off of oldboiler				\$ 6,400.00
2	acm removal of mag block from holding tank				\$ 6,750.00
3	acm removal of seam taping off of air return				\$ 2,500.00
4	acm removal of mudded fittings gym area				\$ 9,250.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Invoice Subtotal					\$ 24,900.00
Tax Rate					
Sales Tax					\$ -
Other					
Deposit Received					
TOTAL					\$ 24,900.00

Make all checks payable to jacobson asbestos company.
Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

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



Subject: **Consider Approval of MTAA Resolution
No. 22-282 Authorizing the Acceptance
of SPARK-BASE Grant Offer from Kansas
Department of Commerce
(Board Action Required)**



Date: September 16, 2022

As included in your board book, the grant offer for the **Site Prep for NIAR - Topeka Regional Airport** was received from the State of Kansas – Department of Commerce (KDOC).

I am requesting the Board of Directors to consider adoption of MTAA Resolution No. 22-282, which authorizes the MTAA President sign in acceptance of the grant offer from the KDOC in the amount of One Million Dollars and No Cents (\$1,000,000.00).

The project is funded by the KDOC SPARK Base grant with a minimum of 25% of the total cost being the MTAA's responsibility. The MTAA share is available in Line Item 92270 – Economic Development Projects. The estimated project cost and participant share is identified below:

<u>KDOC Share</u>	<u>MTAA Share</u>	<u>Total Project</u>
\$1,000,000.00	\$750,000.00	\$1,750,000.00

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

MTAA RESOLUTION NO. 22-282

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A SPARK-BASE GRANT OFFER FROM THE STATE OF KANSAS – DEPARTMENT OF COMMERCE TO FUND SITE PREP FOR NIAR - TOPEKA REGIONAL AIRPORT

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 Dollars and No Cents (\$1,000,000.00) for the Site Prep for NIAR – Topeka Regional Airport from the Secretary of the Kansas Department of Commerce.

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

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

Adopted this 20th day of September, 2022 by the Metropolitan Topeka Airport Authority, Topeka, Kansas.

Michael R. Munson
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 20th day of September, 2022, 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 20th day of September, 2022.

Cheryl A. Trobough
Authority Clerk

**THE KANSAS DEPARTMENT OF COMMERCE
BUILDING A STRONGER ECONOMY (BASE)
GRANT AGREEMENT**

This Agreement is entered into between the Kansas Department of Commerce, (hereinafter referred to as “Commerce”) and **Metropolitan Topeka Airport Authority (UEI: X5GLL4J9BNJ4)** (hereinafter referred to as “Grantee”) (hereinafter collectively referred to as “Parties”).

WHEREAS, the State of Kansas is recovering from both a public health and economic crisis – the pandemic and public health emergency of COVID-19 – which has resulted in illness, quarantines, school closures, and temporary and permanent closures of businesses resulting in lost wages and financial hardship to Kansas citizens; and

WHEREAS, the federal government, pursuant to Section 602 of Title VI of the Social Security Act established the Coronavirus State Fiscal Recovery Funds, as added by section 9901 of the federal American Rescue Plan Act of 2021 (hereinafter referred to as “ARPA”) has provided moneys to the State of Kansas to respond to the public health emergency, its negative economic impacts and to make necessary investments in water, sewer, broadband or other eligible infrastructure; and

WHEREAS, the Secretary of Commerce (hereinafter referred to as “Secretary”) has been authorized by the Kansas Office of Recovery to administer ARPA funds to carry out the economic development infrastructure plan approved by the SPARK Taskforce and by distributing Building a Stronger Economy (BASE) grants to support infrastructure and related investments associated with economic development projects throughout the state of Kansas with the goal of expanding Kansas’ base of businesses and residents as the state continues to recover from the effects of the COVID-19 public health and economic crisis; and

WHEREAS, the Grantee has applied for grant funds to complete an economic development project in the state of Kansas with associated infrastructure investments that experienced COVID related harm; and

WHEREAS, the Secretary has determined awarding funds to Grantee will benefit the State of Kansas by addressing the impact and recovery efforts of the COVID-19 public health and economic crisis.

NOW, THEREFORE, the parties agree as follows:

- I. SUBAWARD DOCUMENTS AND CONFLICT PRIORITIES.** The following documents are hereby incorporated by reference into this Agreement:
- A. This Agreement, and any amendments, executed by all parties.
 - B. Contractual Provisions Attachment form (DA-146a) (Attachment A).
 - C. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Attachment B).

- D. Grantee's BASE Grant Administration Plan and Final Budget (Attachment C).
- E. Assurances of Compliance with Civil Rights Requirements (Attachment D).
- F. Commerce's BASE Special Condition(s) and Payment Schedule (Attachment E).

The order of precedence among the contract documents shall be:

- A. This Agreement and any attachments and amendments hereto.
- B. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Attachment B).
- C. Assurances of Compliance with Civil Rights Requirements (Attachment D).
- D. Contractual Provision Attachment form (DA-146a) (Attachment A).
- E. Grantee's BASE Grant Administration Plan and Final Budget (Attachment C).
- F. Commerce's BASE Special Condition(s) and Payment Schedule (Attachment E).

Any conflict of the foregoing documents shall be resolved by reliance upon the documents in the order listed above.

- II. **PURPOSE.** The purpose of this Agreement is to establish a subrecipient relationship between Commerce and Grantee to assist in the recovery effects of the COVID-19 public health and economic crisis, whereby Commerce provides certain grant funds to be used solely for the purposes included in Grantee's BASE Grant Administration Plan and Final Budget, Attachment C, or, if authorized by Commerce, as is otherwise consistent with this Agreement and its Attachments, the ARPA as codified in 42 U.S.C. § 802, Assistance Listing 21.027 and any applicable federal regulations and lawful guidance issued by the United States Department of Treasury.
- III. **RECITALS.** The recitals listed on the first page of this Agreement shall be incorporated and construed as part of this Agreement.
- IV. **TERM.** The term of this Agreement shall be from the date both Parties sign this Agreement (hereinafter Effective Date) through September 30, 2024 (End Date). Grantee shall have a continuing duty beyond the End Date to provide reports, as set forth in Section VIII, and retain records, as set forth in Section IX.
- V. **GRANT FUNDS.** In consideration of the covenants to be provided by Grantee, Commerce agrees to provide grant funds in an amount not to exceed **One Million Dollars (\$1,000,000.00)** which shall constitute the maximum amount due by Commerce to Grantee under this Agreement. Grant funds will be distributed according to the Payment Schedule in Attachment E. Commerce is providing these grant funds to Grantee for the express purposes set forth in this Agreement, its Attachments and any subsequent amendments. Allowable expenditures of grant funds are limited to those expenditures which are consistent with the ARPA and this Agreement and any subsequent amendments. Grantee shall comply with all applicable state and federal laws, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), including, but not limited to, 2 CFR 200.303 Internal Controls, 2 CFR 200.330 through 200.332 (Subrecipient Monitoring and Management) and Subpart

F (Audit), the provisions of this Agreement, and additional directions provided by Commerce or lawful guidance issued by the United States Department of the Treasury.

- VI. FEDERAL AWARD.** The table below contains information required by Appendix II of the Uniform Administrative Regulations, Costs Principles, and Audit Requirements for Federal Awards - 2 CFR Part 200.

Subrecipient Information:	
Name of Entity	Metropolitan Topeka Airport Authority
Address	6510 SE, Forbes Ave., STE. 1, Topeka, KS 66619-1446
Unique Entity Identifier (UEI-formally DUNS)	X5GLL4J9BNJ4
Federally Approved Indirect Cost Rate (if applicable)	N/A
Grant/Award Information:	
Grant Award Number (issued by State Agency)	FY23-BASE-MTAA
Modification/Amendment Number (if any)	N/A
Project Name/Description	Site Prep for NIAR - Topeka Regional Airport
Project Code (if applicable)	N/A
Performance Start and End Dates (for subaward)	08/24/2022 - 08/23/2024
Budget Period (if different than performance dates)	
Amount Obligated	\$1,000,000.00
Total Grant/Award amount	\$1,000,000.00
Research and Development Award Yes/No	No
Federal Award Information:	
Assistance Listing Title	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing/CFDA Number	21.027
Federal Awarding Agency	U.S Treasury
Federal Award Identification Number	SLFRP0140
Federal Award Date (date awarded to State Agency)	05/18/2021

- VII. COVENANTS OF GRANTEE.** In consideration of the grant funds referenced in Section V, Grantee must satisfy the covenants set forth in this Agreement. This includes, but is not limited to, the following:

- A. Grantee shall ensure grant funds are used solely for eligible project expenses as outlined in Grantee's Grant Administration Plan and Final Budget and shall use its best efforts to adhere to the project timeline included in Grantee's Grant Administration Plan and Final Budget. Grantee shall not use grant funds for administrative costs that exceed 10% of Grantee's award.
- B. Grantee shall spend at least 10% of grant funds toward any eligible project expenses by December 31, 2022 and shall complete the expenditure of grant funds within two (2) years of the Effective Date. The following will qualify as a successful start within the first six (6) months:
 1. Engineering reports, architectural drafts, construction costs, material purchases, as well as approved project-related costs.

- C. Grantee shall ensure the project has matching fund contributions and/or approved in-kind matches that are equal to or greater than 25% of the total project costs as outlined in Grantee's Grant Administration Plan and Final Budget. Previous expenses starting from January 1, 2019 related to the project are eligible for the 25% match. Land purchases are only eligible as a matching fund contribution if the land was purchased on or after January 1, 2021.
 - D. Grantee shall request prior written approval from Commerce for changes in any budget line item if these changes exceed ten percent (10%) of the total project budget. The Grantee shall also request written approval from Commerce for changes in the scope or nature of the project due to unforeseeable changes of circumstances.
 - E. Grantee shall establish and maintain an accounting system in accordance with generally accepted accounting principles that ensures effective control over and accountability for all grant and matching funds.
 - F. Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:
 - 1. Accounting: including separation of duties, internal controls for transactions, documentation requirements to substantiate expenses and meets generally accepted accounting principles
 - 2. Procurement: including processes/standards that demonstrate principles of fair and open competition with evaluation of costs
 - 3. Conflict of Interest: including the process to identify and address any conflicts.
 - 4. Grant program compliance/management: including systems, staffing and reporting.
- Commerce reserves the right to review all business systems policies.
- G. Grantee shall participate in quarterly check-in conference calls with Commerce until the project is complete. At Commerce's request, Grantee shall participate in more frequent calls and/or meetings as necessary to administer the project.
 - H. Grantee shall participate in two annual in-person site visits with Commerce per project year until project completion and shall permit Commerce, as necessary, on-site visits to monitor the progress of the project.
 - I. Grantee shall not supplant grant funding for project expenses where Grantee has received and utilized financial assistance for those same project expenses from another local, state, or federal source that exceeds the need for financial assistance.
 - J. Grantee shall comply with all other provisions set forth within this Agreement, the

Attachments and any subsequent amendments.

- K. Grantee shall maintain an active registration with SAM.gov.
- L. Grantee attests it has read and understand the federal grant requirements laid out in 2 CFR 200
- M. Grantee shall include all applicable and appropriate guidance, rules, regulations and terms of this agreement in any sub-award or contract funded by these funds.

VIII. REPORTING. Grantee shall provide quarterly financial and narrative project reports detailing the use of the grant funds in such a way that are consistent with the project as presented in the Grantee's Grant Administration Plan and Final Budget. Grantee's quarterly project reports are due on July 31, October 31, January 31, and April 30 throughout the term of this Agreement. Grantee's reports shall identify all grant funds remaining to be spent, project progress and outcome of the project. Such reports will be in a form reasonably requested by Commerce and Grantee shall provide all such further information as may be requested by Commerce.

Grantee shall also provide a final close-out report by October 31, 2024 with supporting documentation and verification of complete expenditure of all matching funds, in a form reasonably requested by Commerce at the conclusion of the project. At the sole discretion of Commerce, additional reports after October 31, 2024 may be required.

IX. RECORD RETENTION. Grantee shall create, maintain and preserve sufficient records to demonstrate their compliance with the requirements of this Agreement and the requirements under the ARPA. Grantee shall provide such records to Commerce promptly upon written request by Commerce. Such records shall be maintained not less than five (5) years after the termination of this Agreement.

X. DEFAULT. Commerce, in its discretion, may declare Grantee in default under this Agreement upon the occurrence of any of the following:

- A. Grantee's failure to apply the grant funds to the purposes set forth in Section II of this Agreement without the prior written consent of Commerce.
- B. Grantee's failure to ensure grant funds are applied as outlined in Grantee's Grant Administration Plan and Final Budget, which is incorporated into this Agreement (Attachment C).
- C. Grantee's failure to timely provide reports required under Section VIII of this Agreement.
- D. Grantee's failure to otherwise satisfy, in any manner, any of the other obligations of Grantee as set forth in Section VII or any other part of this Agreement and its Attachments, Grantee's Grant Administration Plan and Final Budget, or any subsequent amendments.

- E. Commerce reserves the right to reject any use of the grant proceeds which it determines, in its sole and exclusive discretion, does not meet the criteria under the ARPA, the United States Department of Treasury guidelines and interpretations, both current and as may be amended and supplemented in the future, associated with disbursement of funds under the ARPA.

In the event of a default under this Section, Commerce may provide Grantee with written notice of default and an opportunity to cure such default. If the default has not been resolved within thirty (30) days of the initial notice of default, then Commerce, at its option, may terminate this Agreement and shall require any or all grant funds previously provided by Commerce be repaid by Grantee and/or not provide any remaining grant funds to Grantee.

- XI. **TERMINATION.** Commerce may terminate this Agreement without cause for any reason, in whole or in part, upon thirty (30) days written notice before the End Date. Commerce may also terminate this Agreement, in whole or in part, if Grantee has failed to comply with the conditions of this Agreement, Grantee's Grant Administration Plan and Final Budget, or subsequent amendments. If this Agreement is terminated by Commerce, Grantee shall return to Commerce any unexpended grant funds within seven (7) days and provide a final report within 45 days after receiving notice of termination. Termination shall be effective as of the date specified in the notice.
- XII. **REPAYMENT.** Grantee may be required to return grant funds in the case of default consistent with Section X or termination consistent with Section XI. Grantee shall also be required to repay any ARPA funds granted under this Agreement that remain unspent. Commerce reserves the right to determine the eligibility of the use of grant funds and shall reserve the right to take expended or unexpended funds back from the Grantee for those uses of said funds that are considered ineligible pursuant this Agreement, any subsequent amendments, and the approved application and detailed budget and reallocate part or all of said funds prior to the end of the term.
- XIII. **NOTICES.** All notices, demands, requests, approvals, reports, instructions, or other communications which may be required or desired to be given by either party shall be in writing and shall be made either by personal delivery, United States Mail, postage prepaid, or email. Properly addressed notice shall be presumed to be delivered on the third business day subsequent to the mailing date. If such notice is sent by email, notice shall be presumed to be received when sent.

- A. Notices to Commerce shall be addressed as follows:

Kansas Department of Commerce
Attn: Jonathan Clayton, Director of Economic Recovery
1000 SW Jackson, Suite 100
Topeka, Kansas 66612-1354
Jonathan.Clayton@ks.gov

B. Notices to Grantee shall be addressed as follows:

Metropolitan Topeka Airport Authority
Eric M. Johnson
6510 SE, Forbes Ave., STE. 1, Topeka, KS 66619
ejohnson@mtaa-topeka.org

- XIV. INDEPENDENT CONTRACTOR/GRANTEE.** All parties hereto, in the performance of this Agreement, will be acting separately in their respective legal capacities and not as agents, employees, partners, joint venturers in a joint venture, or as associates of one another. Employees or agents of one party shall not be named or construed to be the employees or agents of the other party for any purpose whatsoever.
- XV. ASSURANCES.** Grantee certifies that Grantee is an organization in good standing under the laws of the State of Kansas, is not the subject of any ongoing or pending bankruptcy proceedings and does not intend to file for protection under the bankruptcy laws of the United States, has the legal authority to apply for federal funding under the ARPA and is in compliance and will remain in compliance with all eligibility requirements and state and federal laws applicable to this Agreement.
- XVI. SEVERABILITY.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- XVII. ASSIGNMENT.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon Commerce, Grantee and their respective permitted successors and assigns provided that this Agreement may not be assigned by Grantee without the express written consent of Commerce.
- XVIII. WAIVER.** In the event of breach of Agreement, or any provision thereof, the failure of Commerce to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity.
- XIX. MODIFICATIONS.** Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any applicable federal and state statutes, regulations, or guidance regarding the use of grant funds, this Agreement shall be deemed to be amended when the statutory requirements for use of grant funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.
- XX. INDEMNIFICATION.** The Parties agree that where Commerce may rely upon the certification of the Grantee that such expenses for which Grantee shall use the grant proceeds meet the requirements of the ARPA and where the Office of the Inspector

General, or any other person, official, or department which is charged with the auditing and review of expenditures of these ARPA funds determines that such use was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole Commerce for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to Commerce or the State of Kansas. Grantee further agrees to indemnify, reimburse, or make whole Commerce or the State of Kansas for any penalties associated with the federal government seeking to recoup the expended ARPA funds which Commerce disbursed to Grantee.

XXI. CONTRACTUAL PROVISIONS ATTACHMENT (DA-146a). The provisions found in the Contractual Provisions Attachment A (Form DA-146a), which is attached hereto and executed by the parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.

XXII. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

KANSAS DEPARTMENT OF COMMERCE

1000 SW Jackson, Suite 100
Topeka, Kansas 66612-1354
Phone: (785) 296-1913

David C. Toland, Lt. Governor and Secretary

Date _____

METROPOLITAN TOPEKA AIRPORT AUTHORITY

Eric M. Johnson
6510 SE, Forbes Ave., STE. 1, Topeka, KS 66619
ejohnson@mtaa-topeka.org
785-862-2362

Grantee

Date _____

Activity Report



Topeka Regional Airport

FOE FAA TOWER OPERATIONS	Aug-22	Aug-21	Aug-20	2022	2021		2020	
				Accumulated Totals Y-T-D	Y-T-D Through Aug	Calendar Yr Totals	Y-T-D Through Aug	Calendar Yr Totals
Air Carrier	28	2	0	167	68	190	55	87
Air Taxi	33	46	39	384	234	454	247	359
Itinerant General	844	689	755	5,051	5,514	7,806	3,839	6,349
Itinerant Military	536	438	572	3,324	3,389	4,917	3,938	5,778
Local Civil	204	248	192	1,349	1,773	2,629	825	1,602
Local Military	935	851	450	6,488	9,364	12,018	5,728	8,543
GRAND TOTAL	2,580	2,274	2,008	16,763	20,342	28,014	14,632	22,718

PASSENGER ACTIVITY	Aug-22	Aug-21	Aug-20	2022	2021		2020	
				Accumulated Totals Y-T-D	Y-T-D Through Aug	Calendar Yr Totals	Y-T-D Through Aug	Calendar Yr Totals
COMMERCIAL SERVICE								
Passengers Enplaned	-	-	-	-	-	-	-	-
Passengers Deplaned	-	-	-	-	-	-	-	-
Aircraft Landed	-	-	-	-	-	-	-	-
CHARTERS								
Passengers Enplaned	-	-	-	1,457	419	1,649	2,075	2,524
Passengers Deplaned	-	-	-	1,120	514	1,955	2,029	2,456
Aircraft Landed	-	-	-	49	28	47	56	60
MILITARY CHARTERS								
Passengers Enplaned	532	877	-	4,303	6,422	7,493	150	519
Passengers Deplaned	2,465	-	-	6,505	749	3,180	83	83
Aircraft Landed	18	4	-	69	85	112	5	18
Combined Total Passengers Enplaned	532	877	-	5,760	6,841	9,142	2,225	3,043
Combined Total Passengers Deplaned	2,465	-	-	7,625	1,263	5,135	2,112	2,539



Billard Airport

TOP FAA TOWER OPERATIONS	Aug-22	Aug-21	Aug-20	2022	2021		2020	
				Accumulated Totals Y-T-D	Y-T-D Through Aug	Calendar Yr Totals	Y-T-D Through Aug	Calendar Yr Totals
Air Carrier	7	0	0	7	2	3	0	0
Air Taxi	160	134	86	943	544	1,018	525	779
Itinerant General	1,094	972	1,177	6,899	7,910	11,724	7,035	11,562
Itinerant Military	59	44	34	503	285	462	303	484
Local Civil	536	580	760	3,510	3,566	6,028	3,864	6,764
Local Military	2	0	2	12	106	120	138	154
GRAND TOTAL	1,858	1,730	2,059	11,874	12,413	19,355	11,865	19,743

**DELINQUENT ACCOUNTS
AS OF AUGUST 31, 2022**

NAME OF BUSINESS		TOTAL PAST DUE	AUGUST CHARGES	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120 DAYS PAST DUE	ACTION				
								T E L	L R	A G R	L G L	
TOPEKA REGIONAL BUSINESS CENTER:												
- CURRENT TENANTS -												
ADVANCE STREET ROD DESIGN	RENT/FC	\$12,916.47	\$2,499.22	\$2,462.29	\$2,431.91	\$2,457.66	\$3,065.39	X	X			
BRACKETT INC.	RENT/FC	\$22,397.14	\$4,521.94	\$4,455.12	\$4,453.08	\$4,454.12	\$4,512.88	X	X			
HEARTLAND TREE SERVICE	RENT/FC	\$1,270.60	\$324.78	\$319.98	\$315.25	\$310.59	\$0.00	X	X			
HOME DEPOT USA	RENT	\$7,490.88	\$1,872.72	\$1,872.72	\$1,872.72	\$1,872.72	\$0.00	X	X			
PROMETAL FABRICATION LLC	RENT	\$4,632.56	\$1,158.14	\$1,158.14	\$1,158.14	\$1,158.14	\$0.00	X	X			
RURAL DEVELOPMENT CORP	RENT	\$30,480.95	\$450.46	\$443.35	\$437.25	\$430.79	\$28,719.10	X	X		X	
SUBTOTAL		\$79,188.60	\$10,827.26	\$10,711.60	\$10,668.35	\$10,684.02	\$36,297.37					
- VACATED TENANTS -												
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
TOPEKA REGIONAL AIRPORT:												
- TENANTS -												
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
- AIRPORT USER LANDING FEES -												
ATLAS AIR INC	LANDING FEES	\$1,425.00	\$475.00	\$475.00	\$0.00	\$0.00	\$475.00	X	X			
EASTERN AIRLINES LLC	LANDING FEES	\$5,520.00	\$2,850.00	\$0.00	\$0.00	\$0.00	\$2,670.00	X	X			
ELITE AIRWAYS	LANDING FEES	\$224.00	\$0.00	\$0.00	\$224.00	\$0.00	\$0.00	X	X			
MIAMI AIR INTERNATIONAL INC	LANDING FEES	\$2,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,428.00	X	X		X	
SUBTOTAL		\$9,597.00	\$3,325.00	\$475.00	\$224.00	\$0.00	\$5,573.00					
PHILIP BILLARD:												
BILLARD AIRPORT RESTAURANT	RENT/FC	\$2,470.28	\$1,217.17	\$1,234.86	\$18.25	\$0.00	\$0.00	X	X			
SUBTOTAL		\$2,470.28	\$1,217.17	\$1,234.86	\$18.25	\$0.00	\$0.00					
WATER & SEWER:												
RURAL DEVELOPMENT - BLDG 281	WATER/FC	\$119.14	\$119.14	\$0.00	\$0.00	\$0.00	\$0.00	X	X			
SUBTOTAL		\$119.14	\$119.14	\$0.00	\$0.00	\$0.00	\$0.00					
GRAND TOTALS		\$91,375.02	\$15,488.57	\$12,421.46	\$10,910.60	\$10,684.02	\$41,870.37					

ACTION LEGEND:

TEL - CONTACTED BY TELEPHONE/IN PERSON

LTR - SENT STATEMENT, LETTER, EMAIL

AGR - PAYMENT AGREEMENT

Metropolitan Topeka Airport Authority
Monthly Leasing Activity Report
August 2022

May 2022 CPI is 8.6%

2% Increase was applied in lieu of CPI

May 2022 CPI is 8.6%		2% Increase was applied in lieu of CPI		ANNUAL RENT	
TENANT		ADDRESS (FACILITY #)	FROM	TO	
NEW:					
Head, Inc.		Batch Plant on Abandoned FOE Ramp	\$0.00	\$6,000.00	
RENEWALS DUE:					
Combat Air Museum		7016 SE Forbes Ave. (#602 & #604)	\$3,547.03	\$3,617.97	
Phoenix Recovery of Kansas LLC		6424 SE Johnston (#225)	\$15,924.78	\$16,243.28	
OPTIONS:					
Heartland Airplanes, LLC (assigned: H&H Aircraft Service LLC		3600 NE Sardou #9	\$3,099.51	\$3,161.50	
JS Lewis LLC		255 SE 70th St. (#415)	\$4,643.00	\$4,735.83	
INCREASES:					
Freeman Holdings LLC		6110 SE Evans St. (#178)	\$764.49	\$779.78	
Freeman Holdings LLC (fixed rate inc 7%)		6800 SE Ross St. (#613)	\$10,578.75	\$11,319.26	
H&H Aircraft Service LLC		3600 NE Sardou Ave. (#7)	\$15,645.00	\$15,957.90	
Koelling, Michelle & Duke dba MDK		201 SE University Blvd. (#801)	\$15,010.08	\$15,310.28	
Rural Development Corporation		200 SE Airport West Dr. (#818) & 6821 SE Ross St. (#638)	\$23,375.70	\$23,843.21	
Teamsters Local Union		3600 NE Sardou Ave. (#1 - #3)	\$25,015.29	\$25,515.60	
DECREASES:					
	NONE		\$0.00	\$0.00	
MISCELLANEOUS:					
	NONE		\$0.00	\$0.00	

****MONTHLY INCOME CHANGES****

New Annl. Rate	\$126,484.61
Old Annl. Rate	\$117,603.63
Annual Diff.	\$8,880.98
/12	\$740.08
Mo. Adj.	\$0.00
Mo. Incr. (Decr.)	\$740.08

Metropolitan Topeka Airport Authority
Monthly Gross Rental Income Report
August 2022

TOPEKA REGIONAL AIRPORT

	TENANT		FACILITY	MONTHLY RENT
1	Air National Guard		Jt. Use. Agreement	\$5,465.83 *
2	American Flight Museum	1	612	\$1,326.15
3	Combat Air Museum	2,3	602/604	\$301.50
4	Freeman Holdings LLC	4	600	\$1,707.64
	" "	5	601	\$4,330.50
	" "	7	609	\$2,531.08
	" "	8	610 - Suite 10,11	\$5,478.30
	" "	9	Land Lease (#613)	\$943.27
	" "	10	619	\$2,342.75
	" "	11	627	\$508.83
	" "	12	697	\$389.48
5	Gary Properties LLC	13	626	\$1,815.68
6	Haselwood Farm Inc.	14	Farm	\$164.73 ***
	Haselwood Farm Inc.	15	Farm B	\$368.57 ***
	Haselwood Farm Inc.	16	Farm C	\$98.51 ***
7	Head Inc.	17	Abandoned Ramp	\$500.00
8	Pettit, Brooks	18	603 - 240sf	\$50.00
9	Shawnee County	19	667 (Firing Range)	\$541.85 ***
10	Topeka Police Dept.	20	669 (Firing Range)	\$111.23 ***
				\$28,975.90

	TENANT		FACILITY	MONTHLY RENT
1	ACA Event Rental LLC	1	260	\$2,395.47
2	AT&T Services, Inc.	2	280	\$472.19
3	Advanced Coatings Inc.	3	137	\$876.04 ***
4	A-1 Restaurant and Bar Supply	4	252	\$2,932.63
	A-1 Restaurant and Bar Supply	5	139 (storage)	\$500.00
	A-1 Restaurant and Bar Supply	6	624	\$4,500.00
5	Blue Jazz Java LLP	7	243	\$2,261.43
6	BME Home LLC	8	384	\$4,377.50
7	Brackett, Inc.	9	451	\$4,073.51
8	Concrete Supply of Topeka, Inc.	10,11,12	147-148-149	\$1,714.05
9	F&L Enterprises Inc. dba WOW Truck and RV Wash	13	100	\$1,198.65
10	Federal Aviation Administration	14	620	\$824.94
11	Freeman Holdings LLC	15	178	\$64.98
12	Gainwell Technologies LLC	16,17,18,19	Parking Lots #1, #2, #3, #4	\$921.75
13	GIP LLC	20	Parking Lot #21	\$1,148.26
14	Groendyke Transport Inc	21	Parking Lot #17 (6N Lot A)	\$643.30
15	Ground 1, LLC	22	Land Lease (#453)	\$6,377.45
16	H2I, LLC	23	Land Lease (#255)	\$680.30
17	Heartland Coca-Cola Bottling Co.	24	Land Lease (#400)	\$2,517.08
18	Henderson, Brad d/b/a Heartland Tree Service	25	Parking Lot #10W (260W)	\$306.00
19	Hinnah, Dan	26	657	\$1,453.33
20	Home Depot USA, Inc.	27,28,29,30,31	Parking Lots #7,#18,#20,#23 & #24	\$5,218.51
21	Houser Enterprises, Inc	32	167	\$5,500.00
22	JSLewis, Inc.	33	415	\$394.66
23	KADA Enterprises LLC	34	Parking Lot #10E (260E)	\$322.22 ***
24	Kansas Sand & Concrete, Inc	35	Parking Lot #16 (Axton Lot A)	\$1,248.25
25	Kirk, Paul L. Sr. dba Advance Street Rod Design	36	140	\$1,803.36
26	Klaton Real Estate, LLC	37	Land & Bldg. Lease (#622)	\$1,566.14
27	Koelling, Michelle & Duke d/b/a MDK	38	801	\$1,275.86
28	LMC, Inc.	39	321	\$590.53
	" " "	40	Land Lease (#383)	\$233.34
	" " "	41	Land Lease (#621)	\$262.20
29	Lewis, Mark A. d/b/a M. Lewis Properties	42	248	\$207.35
	" " "	43	629	\$467.71
30	Lynch, Tony C. dba T&J Repair	44	114	\$1,690.97
31	McPherson Contractors Inc.	45	452	\$1,185.87
32	Mr. O Auto Sales, LLC	46	183	\$347.40
33	Murray, Christopher d/b/a Mid-America Painting	47,48	123/129	\$554.75
34	NFI Interactive Logistics LLC	49	Parking Lot #12 (University/Bleckley)	\$389.04
35	Nzekwe, Chigbo	50	181	\$54.28
36	Phoenix Recovery of Kansas LLC	51	225	\$1,353.61
37	ProMetal Fabrication, LLS	52	379	\$1,040.76
38	R & R Pallet of Garden City, Inc	53,54,56,57,58	170 ABC & Pkg Lots #13 & #16	\$17,339.92
39	Rippe Enterprises	59	Parking Lot #15 (Axton Lot C)	\$577.70
40	Rural Development Corp.	60	281	\$1,901.20
	" " "	61,62	638/818	\$1,986.93
41	SEKESC - Greenbush	63	605	\$10,730.03
42	Sports Car Club of America	64	300	\$1,156.43
43	Sunflower Auto Auction, LLC	65	131	\$3,550.10
44	Topeka Construction, LLC	66,67	Land & Bldg. Lease (#449 & #450)	\$1,095.69
	" " "	68	Land & Bldg. Lease (#448)	\$364.36
45	T.R. Management Inc.	69	154	\$1,045.38
	" " "	70	344	\$2,461.79
46	UAR Direct, LLC	71	197	\$974.71
47	Vaerus Aviation Inc.	72	151	\$1,362.34
				\$110,492.25

TENANT			FACILITY	MONTHLY RENT
1	Air Explorer Scouts Post No. 8	1	15	\$107.69
2	Billard Airport Restaurant	2	4 - Suite 2	\$1,080.66
3	H&H Aircraft Service LLC	3	4 - Suite 5	\$1,289.93
	" " "	4	4 - Suites 6,7,8	\$625.00
	" " "	5	7	\$1,329.83
	" " "	6	9	\$258.29
	" " "	7	10	\$928.51
	" " "	8	12	\$58.95
	" " "	9	T-Hangars, Fuel Farm	\$3,930.14 *****
	" " "	10	26	\$3,590.06
4	NOAA	11	Weather Station	\$3,536.73
5	New-Jetz, LLC	12	Land (#27)	\$611.89
6	Riverside Farms LLC	13	Farm	\$2,274.78 ***
7	RJ Meier Farms LLC	14	Farm	\$2,128.15 ***
8	Teamsters Local Union #696	15,16,17	1,2,3	\$2,126.30
9	Technical Applications & Consulting	18	17	\$1,736.99
				\$25,613.90

GRAND TOTALS

66	TENANTS	110	FACILITIES	\$165,082.05
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*Paid Quarterly

** Paid Semi-Annually

***Paid Annually

*****Minimum Guarantee

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

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

	AUG 2022	JULY 2022	JAN 2022	JAN 2021	JAN 2020	JAN 2019	JAN 2018	JAN 2017	JAN 2016	JAN 2015	JAN 2014	JAN 2013
TOPEKA REGIONAL AIRPORT TENANTS	10	9	9	9	9	9	10	10	10	12	11	11
FACILITIES LEASED	20	19	20	20	21	21	22	22	20	22	26	27
TOPEKA REGIONAL BUSINESS CENTER TENANTS	47	47	48	44	48	43	44	42	39	38	39	39
FACILITIES LEASED	72	72	72	69	75	69	69	66	57	55	56	58
PHILIP BILLARD AIRPORT TENANTS	9	11	11	12	12	12	14	14	13	12	11	11
FACILITIES LEASED	18	18	18	17	17	17	19	19	18	21	19	18
TOTAL TENANTS	66	67	68	65	69	64	68	68	62	62	61	61
FACILITIES LEASED	110	109	110	106	113	107	110	106	95	98	101	103
MONTHLY LEASE INCOME	\$ 165,082	\$ 164,342	\$ 175,958	\$ 167,098	\$ 168,545	\$ 155,936	\$ 158,021	\$ 149,460	\$ 131,303	\$ 113,043	\$ 121,201	\$ 119,965
NET CHANGE	\$ 740	\$ (11,616)	\$ 8,860	\$ (1,447)	\$ 12,609	\$ (2,085)	\$ 8,561	\$ 18,157	\$ 18,260	\$ (8,158)	\$ 1,236	\$ (13,347)