



# MTAA

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Board of Directors

**Work Session – Tour of New TOP Terminal Building 2:00 PM**  
**MTAA Board Meeting 3:00 PM**

**Tuesday, October 17, 2023**

**\*\*\*PLEASE NOTE CHANGE IN MEETING LOCATION\*\*\***

**Philip Billard Airport**

**3600 NE Sardou Ave., Hangar #15 (Air Explorers Post 8)**

**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 Regularly Scheduled Board Meetings of August 15, 2023 and September 18, 2023; and the 2024 Budget Public Hearings held on September 19, 2023.
3. Public Comment.
4. Adopt Agenda.

**ACTION ITEMS:**

5. Consider Installation of Water Tower Insulation-Frost Jacket.
6. Consider Maintenance Building Overhead Door Replacement.
7. Consider Billard Airport Fence and Gate Bids.
8. Consider Quotes for Installation of Gutter at 438 SE 61<sup>st</sup> St. (#167).

**DISCUSSION ITEMS:**

9. 10,000 sq.ft. Multi-Purpose Hangar at Billard Airport.

**INFORMATIONAL ITEMS:**

10. Monthly Reports:
  - a. Aviation-Related Issues & Air Service – Eric Johnson
  - b. Monthly Fuel Sales at Billard – TOP Fuel Service
  - c. Economic Development & Leasing Activity – Curtis Sneden
  - d. Directors' Comments
11. Executive Session.



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

## Board of Directors

### Metropolitan Topeka Airport Authority August 15, 2023

#### Work Session – 2024 Budget Workshop.....2:30 PM

Draft #4 of the 2024 Budget was presented to the Board. Staff provided updates to the drafts previously presented. Draft #4 results in a proposed estimated mill levy for the 2024 budget of 2.391 with an Ad Valorem tax levy of \$5,291,400. There was discussion on various line items to be changed, with Mr. Ledbetter recommending the removal of \$446,000 from the Maintenance Equipment line. Following changes made by the Board, Draft #4A, resulting in a lower mill levy of 2.154 was provided to be reviewed and discussed during the Board Meeting.

There was also discussion pertaining to the September 19<sup>th</sup> Public Hearings and Board Meeting. Due to the unavailability of Chairwoman Stubbs and Mr. Sneden, it was discussed to move the hearings and meeting to September 18<sup>th</sup>. Upon verification with Shawnee County Clerk's office, it was determined that the Board Meeting could be moved to September 18<sup>th</sup>, but the Public Hearings must be held on September 19<sup>th</sup> as originally published by Shawnee County. It was the consensus of the Board to change the Board meeting to Monday, September 19, 2023 to allow attendance by both Chairwoman Stubbs and Mr. Sneden. If available, they will participate in the Budget Hearings via ZOOM on Tuesday, September 19, 2023.

#### Regular Monthly Meeting ..... 3:30 PM

Chairwoman Lisa Stubbs brought the regular monthly meeting of the MTAA Board of Directors to order at 3:30 PM with the following Board members present: Brian Armstrong, Sam Sutton, Mike Munson and Joe Ledbetter. Also in attendance were:

- Sam Stallbaumer, WSP USA, Inc.
- Jennifer Kuchinski, WSP USA, Inc.
- Molly Howey, GO Topeka
- Scott Gilchrist, MillionAir Topeka
- Amy Oesterrich, Heinen Bros Ag (via ZOOM)
- Don Loyd – MTAA (TOP Fuel Service)
- Maj. John Ross – MTAA (Police & Fire Department)
- Capt. Chris Ortega – MTAA (Police & Fire Department)
- Terry Poley – MTAA (Maintenance Department)
- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board

MTAA Administrative Office staff members present were Eric Johnson, Cheryl Trobough and Matt Narsh.

#### Item 1. Notice.

Chairwoman Stubbs 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 Special Board Meeting of July 5, 2023 and the Regularly Scheduled Board Meeting of July 18, 2023.

Chairwoman Stubbs asked the Board to review the minutes of the Special Board Meeting of July 5, 2023 and the Regularly Scheduled Board Meeting of July 18, 2023. She inquired if there were any additions, corrections or comments to the Minutes.

**Mr. Armstrong made the motion to approve the minutes of the Special Board Meeting of July 5, 2023 and the Regularly Scheduled Board Meeting of July 18, 2023 as presented. Mr. Ledbetter seconded the motion. Motion carried.**

**Item 3. Public Comment.**

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

**Item 4. Adopt the Agenda.**

Chairwoman Stubbs stated there were a few items to be added to the Agenda as presented.

Items will be added as:

- 8.a. Consider Agreement Proposed by Kansas Gas Service for Right of Way at Philip Billard Airport;
- 8.b. Executive Session;
- 8.c. Consider Approval of Resolution No. 23-291 to Authorize Acceptance of Grant #3-20-0113-045 for FOE Fuel Farm and Resolution No. 23-292 to Authorize Acceptance of Grant #3-20-0113-048 for FOE for SRE Building; and
- 8.d. Consider Quote for Replacement of Topeka Regional Airport Beacon.

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

**Item 5. Final Review of 2024 Budget and Authorization to Publish the Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing.**

Following the Board's review of "Draft #4-For Publication" during the Work Session, the recommended changes were incorporated and "Draft #4A-For Publication" of the 2024 Budget and the Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing, which provides the Budget Summary information, were presented.

Based upon the budget as modified at the Board's request, and shown on the Notice of Hearing to be published, the proposed estimated mill levy for the 2024 budget is 2.154 and the Ad Valorem tax levy is \$4,765,400.

The notice will be published immediately on the MTAA website and in the Topeka Metro News on September 4, 2023 to satisfy the requirement of publication ten (10) days prior to the Public Hearing on September 19, 2023.

**Mr. Munson made a motion to approve the line item allocations of Draft #4A of the 2024 MTAA Budget as presented and authorize publication of the Notice of Hearings. Mr. Armstrong seconded the motion. Motion carried.**

**Item 6. Consider Proposals for Exterior Paint on T-Hangars; MTAA Administrative Office; and MTAA Police/Fire Building Utilizing "The Interlocal Purchasing System" (TIPS).**

Mr. Johnson reported that the MTAA is responsible for all maintenance and repairs of the T-Hangars at Philip Billard Airport. With the on-going roof improvements taking place, staff obtained quotes for painting the exterior siding. Additionally, the MTAA Administrative Office and the Police and Fire Station are in need of exterior paint.

Utilizing "The Interlocal Purchasing System" (TIPS), staff solicited quotes from participating members for direct to metal (DTM) spray applied paint coating for all three locations.

Quotes were received for the work from CertaPro Painters and Diversified, Inc. While both appear to be capable of completing the work, CertaPro Painters provided the lowest cost and provides a 2-year limited warranty.

Mr. Johnson requested that the Board authorize staff to contract with CertaPro Painters at a cost of \$130,241.56 for painting all three locations as identified in the proposals.

**Mr. Sutton made a motion to approve a contract with Certa-Pro for the exterior painting of the T-Hangars, MTAA Administrative Office and the Police and Fire Station at a cost of One Hundred**

**Thirty Thousand Two Hundred Forty-One Dollars and Fifty-six Cents (\$130,241.56). Mr. Armstrong seconded the motion. Motion carried.**

**Item 7. Consider Greater Topeka Partnership Sponsorship Proposal for 2023-2024 Events & Programs.**

Mr. Johnson reported that Matt Pivarnik, CEO of the Greater Topeka Partnership, and Ashlee Spring, Director of Investor Relations, have approached the MTAA with a sponsorship proposal of events the GTP team believes best aligns with MTAA's objectives. This investment would be in addition to the GTP's Momentum 2027 campaign pledge of \$15,000 per year for five years already pledged by the MTAA.

GTP outlined the following opportunities which they believe will present the greatest value to the MTAA:

|   |                 |
|---|-----------------|
| 2023 Economic Outlook Conference: Table Sponsor | \$1,500         |
| 2023 State of the Community: Table Sponsor      | \$2,000         |
| 2024 Annual Meeting: Platinum Table             | \$3,500         |
| 2024 Partners in Legislative Success            | \$5,000         |
| <b>Total Proposed Sponsorships</b>              | <b>\$12,000</b> |

**Mr. Ledbetter made a motion to invest in the Twelve Thousand Dollars (\$12,000.00) sponsorship as proposed by Greater Topeka Partnership. Mr. Munson seconded the motion. Motion carried.**

**Item 8. Consider Proposal for Hangar Roof Restoration Utilizing "The Interlocal Purchasing System" (TIPS).**

Mr. Johnson reported that the roof of Hangar 603 at 6930 SE Ross St. is the MTAA's responsibility. The hangar roof was inspected and multiple small leaks to be addressed were found. In order to complete the improvements of the hangar, the last large item to be addressed is the repair of the roof.

Utilizing "The Interlocal Purchasing System" (TIPS), quotes were solicited from participating members for a spray applied roof system, similar to the type used on Hangar 10, Hangar 17 and the T-Hangars at Billard Airport. One quote was received for this project from Midwest Diversified, Inc. for the installation of the Puma-XL roof system at a cost of \$65,787.00. This system provides for a 20-year non-prorated warranty.

Mr. Johnson recommended the Board authorize staff to contract with Midwest Diversified, Inc. at the quoted price of \$65,787.00.

**Mr. Sutton made a motion to approve a contract with Midwest Diversified, Inc. at a cost of Sixty-five thousand seven hundred eighty-Seven dollars and No Cents (\$65,787.00). Mr. Ledbetter seconded the motion. Motion carried.**

**Item 8.a. Consider Agreement Proposed by Kansas Gas Service for Right of Way at Philip Billard Airport.**

Mr. Johnson advised the Board that the Kansas Gas Right of Way (ROW) extends only to the existing terminal building and service to the new terminal building requires an extension of the ROW. Kansas Gas evaluated the potential future use of their service and proposes to cover all costs associated with the installation of gas service to the new building. Language is included in the agreement that allows Kansas Gas Service to seek compensation from the MTAA for construction costs should we not use as much gas as anticipated or if construction costs exceed their estimate.

Mr. Ledbetter asked if it is believed that the MTAA will use enough to avoid additional costs for installation. Mr. Johnson responded that while the new terminal is significantly more energy efficient, the use of the building was evaluated by Kansas Gas and they determined we should meet the required usage.

**Mr. Munson made a motion to approve the Kansas Gas Right of Way for the installation of gas service as presented. Mr. Armstrong seconded the motion. Motion carried.**

**Item 8.b. Executive Session.**

Chairwoman Stubbs stated there was a need for an Executive Session.

**Mr. Armstrong made a motion that the meeting be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws. The justification for this Executive Session is the need to preserve attorney-client confidentiality in the discussion of pending approval of proposals received for the Philip Billard Restaurant Operator. Mr. Armstrong stated that the Executive Session will be for a period not to exceed fifteen (15) minutes beginning at 4:00 p.m. and this meeting shall reconvene at 4:15 p.m. The Executive Session is to also include Eric Johnson, Tim Resner and Curtis Sneden. Mr. Munson seconded the motion. Motion carried.**

Chairwoman Stubbs reconvened the Open Session meeting at 4:15 PM. **Mr. Munson made a motion to reject the proposals received in response to the Restaurant Operator RFP due to the lack of a responsive proposal and direct staff to re-advertise the RFP. Mr. Ledbetter seconded the motion. Motion carried.**

**Item 8.c. Consider Approval of MTAA Resolution No. 23-291 Authorizing the Acceptance of Grant Offer No. 3-20-0113-045-2023 Through Federal Aviation Administration for FOE Fuel Farm Construction.**

Mr. Johnson explained the Grant Offer No. 3-20-0113-045-2023 for Topeka Regional Airport was received from the Federal Aviation Administration (FAA) this afternoon. It is required that the signed grant acceptance is returned to the FAA as soon as possible.

The Board of Directors was requested to consider adoption of MTAA Resolution No. 23-291, authorizing the MTAA President to sign in acceptance of the grant offer from the FAA in the amount of \$11,373,705.00 for the Design and Construction of the FOE Fuel Farm. The grant is 100% funded by the FAA under the CARES Act programming and does not carry a local match.

**Mr. Munson made a motion to adopt Resolution No. 23-291, authorizing the MTAA President to sign in acceptance of the grant offer from the FAA in the amount of Eleven Million Three Hundred Seventy-three Thousand Seven Hundred Five Dollars and No Cents (\$11,373,705.00) for the Design and Construction of the Fuel Farm at Topeka Regional Airport. Mr. Ledbetter seconded the motion. Motion carried.**

**Consider Approval of MTAA Resolution No. 23-292 Authorizing the Acceptance of Grant Offer No. 3-20-0113-048-2023 Through Federal Aviation Administration for FOE SRE Building Construction.**

Mr. Johnson explained this Grant Offer No. 3-20-0113-048-2023 for Topeka Regional Airport was also received from the Federal Aviation Administration (FAA) this afternoon and is required that the signed grant acceptance be returned to the FAA as soon as possible.

The Board of Directors was requested to consider adoption of MTAA Resolution No. 23-292, authorizing the MTAA President to sign in acceptance of the grant offer from the FAA in the amount of \$3,827,192.00 for the Design and Construction of the Snow Removal Equipment (SRE) Facility at Topeka Regional Airport, Topeka, Kansas.

The grant is 100% funded by the FAA under the CARES Act programming and does not carry a local match. The total project cost is expected to be \$5,348,330 and the MTAA will be required to pay the approximate \$1.5 million dollars the project exceeds the grant by.

**Mr. Armstrong made a motion to adopt Resolution No. 23-292, authorizing the MTAA President to sign in acceptance of the grant offer from the FAA in the amount of Three Million Eight Hundred Twenty-seven Thousand One Hundred Ninety-two Dollars and No Cents (\$3,827,192.00) for the Design and Construction of the Snow Removal Equipment (SRE) Facility at Topeka Regional Airport. Mr. Munson seconded the motion. Motion carried.**



**Item 8.d. Consider Emergency Repair/Replacement of the Beacon at the Topeka Regional Airport.**

Mr. Johnson reported that the Airport Beacon at Topeka Regional Airport failed. The gears that rotate the beacon are stripped and the electric motor is not working. Staff searched for replacement options and identified an LED model suitable for use at a public-use airport. Three quotes were received for the same equipment with Blue Globes providing the lowest quote of \$13,477.00.

Mr. Ledbetter asked if the cost included installation or if it was just for the equipment. Mr. Johnson replied that it was for the cost of equipment only but that staff coordinated with the contractor currently working of the water tower to install the new equipment.

**Mr. Armstrong made a motion to accept the quote of Thirteen Thousand Four Hundred Seventy-seven Dollars and No Cents (\$13,477.00) provided by Blue Globes for the replacement of the airport beacon at FOE. Mr. Ledbetter 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 USACE will be investigating a per- and polyfluoroalkyl substances (PFAS) release that occurred on the Army guard property at the south-end of Forbes Ave. While this release did not happen on MTAA property, they have requested a site entry agreement for the purpose of drilling wells and taking samples to identify the plume. Counsel reviewed the agreement and requested additional information showing the proposed well sites. Once that information is received, staff will coordinate with any tenants currently leasing that ground.
- The new Billard Terminal Building should be completed towards the end of November and move-in in ready early December. Staff is obtaining quotes for asbestos abatement in the old building to have available for any necessary Board consideration at the September meeting. The demolition will begin after the first of January 2024.
- The proposal received for furniture in the new Terminal building was presented. The cost is more than anyone anticipated and staff believes there are ways to reduce the price. The conference room will have audio/visual capability with Wi-Fi access for meetings. The common area will have a mix of table and chairs along with some booth seating. The grants for the construction of the building includes kitchen equipment but does not include furniture.
- An email was received from an airline representative requesting a meeting later this week. Information on this airline has recently been shared with the Board when they began showing interest in Topeka. The MTAA's air service consultant has been contacted to include him in the conversation. If Topeka is able to attract this new service, the MTAA will need to address the expansion of the sterile area.

**MAINTENANCE ACTIVITIES –**

- Business center mowing – a total of 8 days mowing for the past 30 days. This involves line trimmers, trim mowers and batwing mowers.
- Airfield mowing – Trim mowing around all lights takes a crew of 5 approximately 4 hours. This was completed 3 times over the last 30 days. Batwing mowing is nearly constant as weather permits and includes only infield sections and safety areas.
- Billard is 1 person batwing mowing and trim mowing. This is also nearly constant as weather conditions allow.
- Pavement maintenance at Billard. This was a crew of 5 prepping the surfaces for crack sealing as weather allows.
- Crew of 2 maintaining perimeter fence line at FOE. Clearing brush and making repairs as needed.

- Crew of 7 completing work at Hangar 603 for approximately 2 weeks. This work involved the removal of windows and frames in the rolling doors and installing new metal. Also installing ramp side lighting fixtures.
- Crew of 5 for one day to frame up and pour concrete in 603 to repair the former boiler room area to useable space.
- Final cleanup at Hangar 603.
- Crew of 3 moving dirt from the new fuel farm over a period of 3 days. This has been stockpiled for later use in the safety areas along Runway 13-31.
- Water operator completes daily water tests as required, and additional testing as warranted. Samples are sent to KDHE for analysis.
- Maintenance Director working with Director of Development on building renovations. This includes estimating the cost and timing of the work to be completed.
- Crew of 5 working on T-Hangar doors at Billard. This includes roller and track replacement and general maintenance on multiple hangars.
- Crew of 3 modified MTAA's 2008 F550. This truck is used for plowing the business center streets in the winter. Over the years, salt has damaged the dump bed. The damaged bed was removed and replaced with a flat bed. The salt/sand hopper will be reinstalled prior to winter operations.
- Crew of 3 cleaning up storm debris throughout the business center. This is typically only a few hours but occurs following any severe weather.
- Located MTAA owned electrical wires for Twy A&D projects and met with the WSP engineers at the power vault to verify what electrical systems and means to disconnect.
- Meeting regularly with contractors on the various projects currently underway at both airports.
- Installed new HVAC unit at Police and Fire crew room.
- Daily review of airfield inspections and inventory of products stocked.

#### **9.b. Economic Development & Leasing Activity – Mr. Sneden**

Mr. Sneden provided the following report:

- A local realtor has a client interested in leasing the North half of Building 167. The tenant will require a demising wall and several "No Regrets" upgrades that need to be made. The office space and restrooms require upgrades to bring them up to a leasable condition.
- Building 621, located adjacent to the AOA, was recently placed on the market. There are several potential uses of that space for the MTAA to include conference room use and additional space for MTAA police department operations.
- Building 114 is approximately 6,000sf and is vacant. The question is what to do with it as it is in poor condition. The idea presented is to raze the building and move forward with new construction.
- There is a parcel of land along the East side of K4 which belongs to the MTAA and is being appraised to determine value. A prospective tenant approached staff with an interest in leasing it from the MTAA.
- Finally, meetings are being arranged with MTAA tenants to become familiar with their businesses and improve communications.

#### **Discussion Items:**

##### **Item 10. Security/Wildlife Fence at Philip Billard Airport.**

Mr. Johnson provided a drawing of the proposed fence project at Philip Billard Airport. This was reviewed by Coffman Associates and shared with the Kansas Highway Patrol. KHP expressed an interest in participating in the project to aid in securing their property. Mr. Munson asked if this concept leaves room for development of hangars inside the proposed fence line. Mr. Ledbetter asked what the proposed timeline is for construction of the fence. Mr. Johnson replied that if the drawing was acceptable to the Board, it could be shared airport tenants for their input and specifications prepared for bid. Mr. Johnson stated it would be better to wait

for the crops to be harvested prior to construction. Mr. Sutton suggested not tying the fence into Hangar 17 as there is a door located in that area. Mr. Johnson stated this drawing was not final and the fence line can be adjusted.

**Item 11. T-Hangar Improvements (i.e. Replacing Motors; Electrical Upgrades and Installation of Separate Meters).**

Mr. Johnson advised the Board there are 10 T-hangars at Billard airport with electric doors. The issue seen most often with these hangars is an attempt to open the door prior to removing the locking pins. Typically, this will result in a broken hinge. The electric motor costs about \$420 to replace. A replacement motor is kept on the shelf in case of a failure. Staff toured several hangars and identified similar work that should be completed to include upgrading light fixtures and addressing loose outlet covers and switch plates. Adding electric meters to each of the 76 T-Hangars would cost approximately \$13,000. This will also require staff time to read those meters on a monthly basis. Mr. Armstrong asked if our intentions were to charge each tenant for electric use. Mr. Johnson replied that it was suggested we do that. Ms. Stubbs suggested we increase the rent to cover the cost of electricity. Mr. Ledbetter responded that the cost of electricity is always going to go up and that we'll get our investment back. He then asked if MTAA staff would be capable of completing the installation of the meters over a period of time. Mr. Johnson stated that staff is capable of doing the work but it's finding the time that is the challenge.

**Item 12. Executive Session**

Chairwoman Stubbs stated there was a need for an Executive Session.

**Mr. Armstrong made a motion that the meeting be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws. The justification for this Executive Session is the need to preserve attorney-client confidentiality in the discussion of pending legal matters. Mr. Armstrong stated that the Executive Session will be for a period not to exceed ten (10) minutes beginning at 5:15 p.m. and this meeting shall reconvene at 5:25 p.m. The Executive Session is to also include Eric Johnson, Tim Resner and Curtis Sneden. Mr. Ledbetter seconded the motion. Motion carried.**

Chairwoman Stubbs reconvened the Open Session meeting at 5:25 PM stating that there was no action as a result of the Executive Session.

**Adjournment**

Chairwoman Stubbs inquired if there was any further business to discuss, hearing none, she asked for a motion to adjourn. **Mr. Armstrong made a motion to adjourn. Mr. Munson seconded the motion and the meeting was adjourned at 5:27 PM.**

These official minutes were approved by the Board of Directors on October 17, 2023.

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Samuel W. Sutton, Secretary





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

## Board of Directors

### Metropolitan Topeka Airport Authority September 18, 2023

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

Chairwoman Lisa Stubbs brought the regular monthly meeting of the MTAA Board of Directors to order at 3:00 PM with the following Board members present: Brian Armstrong, Sam Sutton, Mike Munson and Joe Ledbetter. Also in attendance were:

- Sam Stallbaumer, WSP USA, Inc.
- Scott Uhl, WSP USA, Inc.
- Jennie Miller, Interior Landscapes
- Greg Smith, Billard T-Hangar Tenant
- Scott Gilchrist, MillionAir Topeka
- John Lueger, Heinen Bros. Ag (via ZOOM)
- Don Loyd – MTAA (TOP Fuel Service)
- Capt. Chris Ortega – MTAA (Police & Fire Department)
- Terry Poley – MTAA (Maintenance Department)
- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board

MTAA Administrative Office staff members present were Eric Johnson, Cheryl Trobough and Matt Narsh.

#### Item 1. Notice.

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

#### Item 2. Public Comment.

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

#### Item 3. Adopt the Agenda.

Chairwoman Stubbs stated there was an item to be added to the Agenda as presented. Item 5.a. will be added as "Consider Lift Station Easements Requested by the City of Topeka at Philip Billard Airport. Mr. Ledbetter requested that Item 6. "Consider Approval and Implementation of T-Hangar Lease Form" be changed from an Action Item to a Discussion Item.

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

#### Item 4. Consider Remodeling Expenditure for 438 SE 61<sup>st</sup> St. (Building #167).

Mr. Johnson reported that Mr. Sneden has been negotiating a commercial lease for the occupancy of one-half of the building located at 438 SE 61<sup>st</sup> St. (Building #167) in the Topeka Regional Business Center.

Mr. Sneden presented information to the Board that the entire 32,000 square foot building is currently subject to a lease with an existing tenant who desires to be released from their lease. The proposed lease currently being negotiated will be a two-year lease term, with two 2-year options.

One condition of the proposed lease is MTAA's construction of a demising wall which will separate the desired north half of the building from the south half which will not be occupied by the prospective tenant. The prospective tenant will reimburse MTAA for the cost of the demising wall over the course of the lease through the negotiated rental rate.

Four quotes for the cost of constructing the demising wall were obtained ranging from \$46,100 to \$77,650. The MTAA will not commence construction of the wall unless and until the new lease is fully executed, or at the very least, a signed letter of agreement is in place stating that prospective tenant assumes responsibility for the cost of the wall construction.

Mr. Sneden stated that Staff continues to investigate the most cost-effective approach from the quotes received to separate this space to meet the prospective tenant's needs and requested the Board to approve an expenditure not to exceed \$77,650.00 for the construction of the demising wall in Building #167 on the conditions as listed.

**Mr. Armstrong made a motion to approve the construction of a demising wall in Bldg. #167 at a cost not to exceed Seventy-seven Thousand Six Hundred Fifty Dollars and No Cents (\$77,650.00) contingent upon a commitment by the prospective tenant. Mr. Ledbetter seconded the motion. Motion carried.**

#### **Item 5. Consider Acquisition of Furniture for TOP Terminal Building.**

Mr. Johnson reported that the construction of the new Billard Airport Terminal is progressing with anticipated completion in late November. Staff met with Jennie Miller of Interior Landscapes to select furniture for the new terminal building utilizing State bid pricing for the items.

Interior Landscapes provided individual costs for each piece of furniture for the Common Area, Conference Room, FBO, Storage and outdoor seating at a total proposed cost is \$131,270.53.

Mr. Johnson and Mr. Sneden presented reduction options to the Board:

- Selecting a more industrial look for the outdoor seating reduces costs by \$4,384.04; (concept approved by Board)
- Selecting different furniture for the FBO Lobby could reduce the price by approximately \$3,500.00; (concept rejected by Board)
- Eliminating three tables and twelve chairs in the common area saves more than \$4,400.00; (concept rejected by Board)
- Purchasing office and conference room chairs similar to those recently purchased for staff would further reduce the price by more than \$4,000.00. (concept approved by Board)

Mr. Johnson's recommendation to the MTAA Board of Directors was to authorize staff to contract with Interior Landscapes for the purchase of furniture described in the presented proposal with efforts being made to reduce the final expense from the total proposed cost of \$131,270.53 as discussed.

**Mr. Munson made a motion for staff to purchase for the new TOP Terminal Building furniture from Interior Landscapes at a cost not to exceed One Hundred Thirty-One Thousand Two Hundred Seventy Dollars and Fifty-three Cents. (\$131,270.53). Motion carried.**

#### **Item 5.a. Consider Lift Station Easements Requested by the City of Topeka at Billard Airport.**

Mr. Johnson reported that the City of Topeka will be replacing their lift station located at Philip Billard Airport. Currently, the lift station is located in the small building adjacent to the Stone Hangar. The City has requested a permanent easement for the new lift station along with a temporary easement to be used during construction. The City will abandon the easement for the old lift station once construction of the new facility has been completed. Chairwoman Stubbs asked what will happen to the small building once the City abandons their easement. Mr. Johnson stated the City has not shared their plans for the structure.

Mr. Ledbetter asked if the MTAA had a drawing of the area that will be abandoned. Mr. Johnson replied that the MTAA is not in possession of a drawing of the current lift station easement. Mr. Resner stated the City has a blanket easement but they feel the need to have something more

specific going forward. Mr. Armstrong offered to recuse himself from this item due to involvement with the survey of the easement.

**Mr. Sutton made a motion to approve the request made by the City of Topeka for the temporary easement for construction of the lift station and permanent easement as presented. Mr. Munson seconded the motion. Motion carried with Mr. Armstrong abstaining from the vote.**

**Discussion Items:**

**Item 6. Consider Approval and Implementation of T-Hangar Lease Form.**

Mr. Johnson reported that as part of an overall plan for modernization, improvement and revenue optimization of the T-Hangars located at Philip Billard Airport, Mr. Sneden and MTAA staff have toured numerous similarly-situated airports in the region to survey T-Hangar operations and worked with legal counsel to develop a new form lease to govern occupancy of the T-Hangars.

The new form lease was presented which establishes uniform enforceable standards for all T-Hangar occupants. This will ensure the T-Hangars are consistently utilized going forward by aviators committed to flying and, to some extent, patronizing the airport services available to them. Uniform standards also provide a degree of surety to all occupants that they are sharing space with other safe and responsible tenants.

**Plan for Implementation:**

- Effective immediately, all NEW T-Hangar tenancies will be documented using the new form lease.
- In October and November, at least two "townhall" type meetings will be held for existing T-Hangar tenants to ensure they understand the purpose and effect of the new form lease.
- By January 1, 2024, all T-Hangar tenants will be operating under the new form lease.

Chairwoman Stubbs asked if this process will also address lease rates. Mr. Sneden stated that it does not but rates will be addressed in a later conversation. Chairwoman Stubbs asked how MTAA T-Hangar rents compare to other airports in the region visited during the tour. Mr. Loyd responded that MTAA T-Hangar rent is less expensive than other surrounding airports.

Greg Smith, T-Hangar Tenant, addressed the Board. Mr. Smith outlined several differences between some of the T-Hangars at Billard and at other airports in the region. He asked that the Board take those differences into consideration.

It was the consensus of the Board that the work to develop a new T-Hangar lease continue. Mr. Armstrong asked Mr. Resner about Board members attending the townhall meeting. Mr. Resner responded that if a quorum is present then the subject matter would dictate it has to be an open meeting. Mr. Sutton suggested coordinating the townhall meeting with the EAA and Post 8 to capture a majority of the people that are tenants at Billard airport. Mr. Ledbetter requested that minutes are taken during the townhall meeting to identify those in attendance and their concerns. Mr. Munson asked if staff modeled the fuel loyalty concept from another airport. Mr. Loyd responded that Manhattan Airport has a similar program. Mr. Sutton stated that Billard Airport is still one of the highest prices for 100LL in the area. Mr. Johnson replied that the TOP Fuel Service price for 100LL is actually below average. The average identified in the TOP Fuel Service survey is \$6.84/gal and the TOP Fuel Service price is \$6.24/gal. Mr. Johnson explained that it appears some FBO's are setting their fuel prices to recover the cost of fuel while others are adjusting their prices in anticipation of the cost of the next load. Mr. Munson asked how the fuel loyalty program would be affected by self-service fuel if we get to that point and stated some adjustments may be needed then.

**Item 7. Review Submitted Proposals for Billard Airport Restaurant Operator.**

The review process for the selection of the restaurant operator was discussed. Mr. Johnson informed the Board that the time period for submitting proposals closed at 2:00pm on the day of the Board meeting. Mr. Johnson then offered suggestions on the process moving forward for the selection of a restaurant operator. It was reported that three proposals were received but a review has not been completed to determine if those submitted are responsive. Additional discussion regarding the ability to conduct interviews in executive session took place. Mr. Resner advised the Board that this process did not meet the standard for executive session. Mr. Resner recommended having two Board members participate in the process and report back to the full Board. Chairwoman Stubbs and Mr. Ledbetter volunteered to serve on the interview panel. Mr. Ledbetter requested they be provided a few questions that can be asked. Mr. Armstrong recommended that all conforming bidders be afforded the opportunity to interview.

**Item 8. Security Fence at Billard Airport.**

Mr. Johnson advised the Board that the fence design was shared with Billard tenants that will be impacted by the construction of the fence and gate installation. Only a few comments were received and those were shared with the Board via email. Several provided feedback and Mr. Blocker in Hangar 14&17 submitted a drawing to propose an alternate layout of the fence. The proposal is nearly identical to the masterplan layout which includes a future driveway. Mr. Johnson stated that with no additional changes, staff will work to advertise this project for bid and bring the results to the Board during the October meeting.

**Item 9. Electric work / meters on Billard T-hangars.**

Mr. Johnson explained that during the tour of other airports in the region, no other airports had individual meters. In addition to the expense of installing the meters, staff would also be required to read the meters on a monthly basis. Mr. Ledbetter suggested he would be willing to consider a cost escalator in lieu of meters. Mr. Ledbetter also requested staff provide a clear interpretation of the limits of work a tenant is allowed to do in a T-Hangar. Mr. Johnson suggested staff also review the hangar keepers liability insurance policy to see what limitations may be identified.

**Item 10. Billard Business Center (office space rental, et al. in the old Billard Terminal).**

Chairwoman Stubbs asked for clarification because she thought the existing terminal building was to be demolished. Mr. Johnson explained that the existing terminal building is at, and in many cases, beyond its useful service life. Staff requested HTK provide a cost analysis of renovating the building to current code so it can be used as a business center. Chairwoman Stubbs asked what constructing a new large hangar would cost. Mr. Johnson stated the approximate cost of a new hangar is \$367 per square foot. Mr. Ledbetter brought up several points regarding the renovation of the building for future use by local pilots and the community. Mr. Ledbetter also requested more accurate numbers for the renovation of the building. Mr. Johnson said he would reach out to HTK to request more information on the renovation and will provide this information to the Board. Chairwoman Stubbs inquired when the building is scheduled to be demolished. Mr. Johnson responded the schedule shows December 2023 following the completion of the new terminal building. Mr. Armstrong asked if there was a parking requirement that we needed the space for. WSP Project Manager, Sam Stallbaumer, replied the area would be returned to green space stating that additional parking, if needed, could be constructed along the North side of NE Sardou or in the green space created when the old terminal building is demolished.

**Item 11. Forbes Terminal Parking Lot.**

Mr. Johnson stated the Topeka Regional Airport terminal parking lot pavement will be addressed during the Forbes Avenue projects in the spring of 2024. This project is being designed now with plans to be advertised for bid in October 2023.

**Item 12. Leasing Policy.**

Mr. Ledbetter suggested that now that a lease has been proffered, this item can be omitted without discussion.

**Item 13. Future monthly meeting reports / agenda items: (Maintenance Reports; Financial Reports; Monthly Fuel Sales at Billard; Directors' Comments).**

Chairwoman Stubbs requested more information regarding this item. Mr. Armstrong asked Mr. Ledbetter to provide details on the additional items he requested be added to the agenda. Mr. Ledbetter explained the reasoning for requesting the maintenance report is for the Board to better understand what staff is accomplishing. Mr. Ledbetter continued to say that financial reports are key for the Board to understand what the MTAA reserves are, future outlays, etc. The monthly fuel sales should identify sales and trends. Lastly, Mr. Ledbetter explained that on other Boards he has served on, the directors have had the opportunity to speak during the meeting to present ideas and concerns. Mr. Ledbetter further explained that by providing for directors' comments it better involves the board in the operation. Mr. Sutton then commented that he liked the idea of the directors' comments as something came up just prior to the meeting that he wanted to address. Ms. Stubbs agreed that adding directors' comments is an easy addition but that even without that on the agenda, directors are still encouraged to address their concerns. Ms. Stubbs continued to say that financial reports the Board typically receives are sufficient but that with Ms. Trobough being a single-person-shop, there are times that the report is not provided during the monthly meeting. Mr. Johnson added that this has been an extremely hectic year with all the additional grants that are in play and the start-up of the FBO. Mr. Ledbetter recapped his desire to include Maintenance Reports, Monthly Fuel Sales Reports, Financial Reports and Directors' Comments on the monthly agenda.

**Information Only Items:**

**Item 14. Monthly Reports**

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

Mr. Johnson provided the following report:

- Results from the USDOT on the Small Community Air Service Development Grant are expected at the end of the month. While this is supposed to be when recipients are announced, it has been delayed as long as a few months. MTAA's airline consultant believes that the chance of being awarded a grant is good with the airline support that was received.
- KDOT is accepting KAIP Grant Applications through October 31, 2023. While competition is typically very strong for the limited funds, MTAA is requesting a grant for the continuation of the fence project at Billard Airport.
- The FAA Part-139 Certification inspection at FOE is scheduled for October 17th. Requested documents will be uploaded for the FAA to review in advance of the inspection. The on-site inspection typically is an all-day affair.
- KHP issue – their new aircraft will arrive in December. The taxi-lane intersection used by KHP was not designed for an aircraft of this size. The radius needs to be improved. Staff is working with WSP to identify costs.
- The Air Explorers has requested MTAA's assistance with a pavement overlay project at their hangar. The Air Explorers is a volunteer group that teaches students how to fly. The total project will cost approximately \$22,000 and they have raised about half of that. They are hoping the MTAA could contribute about \$8,000. The lease of the hangar for their operation is a nominal fee as it is an aviation education group that benefits the airport.

**14.b. Economic Development & Leasing Activity – Mr. Sneden**

Mr. Sneden provided the following report:

- Building # 167 – Work is well underway to prepare north half (16,656 sqft.) of the building for occupancy by a prospective new tenant. Lease negotiation is complete; awaiting execution by tenant. MTAA has been approached by three other potential tenants for the other half of the building.

- Building # 151 – Existing month-to-month tenant plans to vacate by end of September. One prospective tenant has already shown interest.
- Building # 621 – Tenant is marketing their remaining leasehold interest. MTAA has made an offer to reacquire the leasehold. This building is directly behind the current MTAA offices and could be put to good use by Police and Fire and as a Business Center.
- Lot 24 - Some TRBC lots are leased month-to-month to major local shippers for short-term trailer storage. This generates moderate income until a higher, more productive use can be identified. Storage of trailers at Lot 24 adjacent to the main entrance, though, may detract from park's desired image. Tenant has been notified that Lot 24 will no longer be available for trailer storage effective November 1, 2023.
- Building # 379 – Prospective tenant has expressed interest in this 2,800 sqft. building. Previous tenant was a welding shop. Roof, HVAC, windows and doors are only 4 years old. Cleaning and moderate electrical work will be required.
- Philip Billard -"Whale" Parcel - Appraisal has been obtained and results communicated to prospective tenant. Awaiting formal offer.
- Additional Economic Development Activities:
  - Federal Advocacy Trip – Washington, DC September 19-20
  - Meeting with Lt. Gov. Toland – September 21
  - TEAM Kansas Boeing Factory Tour – Seattle October 9-11
  - Continued Tenant Introductory Meetings
  - Regular status updates with Go Topeka and Baker Donelson Firm
  - Recruiting continues for Lease Administrator

#### **Item 15. Executive Session**

Chairwoman Stubbs stated there was a need for an Executive Session.

**Mr. Armstrong made a motion 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 lease negotiations. Mr. Armstrong stated that the Executive Session will be for a period not to exceed twelve (12) minutes beginning at 5:08 p.m. and this meeting shall reconvene at 5:20 p.m. The Executive Session is to also include Eric Johnson, Tim Resner and Curtis Sneden. Mr. Ledbetter seconded the motion. Motion carried.**

Chairwoman Stubbs reconvened the Open Session meeting at 5:20 PM stating that there was no action as a result of the Executive Session.

#### **Adjournment**

Chairwoman Stubbs inquired if there was any further business to discuss, hearing none, she asked for a motion to adjourn. **Mr. Armstrong made a motion to adjourn. Mr. Munson seconded the motion and the meeting was adjourned at 5:20 PM.**

These official minutes were approved by the Board of Directors on October 17, 2023.

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Samuel W. Sutton, Secretary





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

## Board of Directors

### Metropolitan Topeka Airport Authority Public Hearings for 2024 Budget September 19, 2023

**Public Hearings for 2024 Budget.....2:30 PM**

Brian Armstrong, Board Vice-Chair, explained that Chairwoman Lisa Stubbs was traveling on airport-related business and the Board was going to wait a few minutes before proceeding to allow her time to join the meeting via ZOOM. Board members present: Sam Sutton, Mike Munson and Joseph Ledbetter. Also in attendance were:

- Cory Chandler, Shawnee County Taxpayer
- Carol Marple, Shawnee County Taxpayer
- Kevin Nincehelter, Shawnee County Taxpayer
- Betty Barker, Shawnee County Taxpayer
- Rick Barker, Shawnee County Taxpayer
- Don Loyd – MTAA (TOP Fuel Service)
- Capt. Chris Ortega – MTAA (Police & Fire Department)
- Timothy Resner of Frieden & Forbes, LLP – Legal Counsel to the Board

Other staff members present were Eric Johnson, Cheryl Trobough and Matt Narsh.

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

Chairwoman Stubbs joined on the ZOOM meeting at approximately 2:35. Vice-Chairman Armstrong inquired if everyone who requested notification had been notified of this meeting. **Ms. Trobough replied that notifications were sent and the Public Hearing Notice of this meeting was published in the Topeka Metro News on September 4, 2023 and on the MTAA website.**

#### **Item 2. Adopt Agenda.**

Vice-Chairman Armstrong asked for a motion to approve the Agenda as presented. **Mr. Sutton made a motion to adopt the Agenda as presented. Mr. Ledbetter seconded the motion. Motion carried.**

#### **Item 3. Public Hearing on the MTAA's Intent to Exceed the Revenue Neutral Rate (RNR) for the 2024 Proposed Budget.**

Vice-Chairman Armstrong opened the Public Hearing on the MTAA's Intent to Exceed the RNR for the 2024 Budget noting for the record:

- The MTAA published notice of its intent to exceed the revenue neutral rate on its website and through the Topeka Metro News 10 days in advance of the hearing.
- The MTAA timely caused the Shawnee County Clerk (before July 20) to receive its notice of intent to exceed the revenue neutral rate along with the date, time and location of today's hearing.
- The County Clerk in turn caused notice to be sent to Shawnee County taxpayers 10 days prior to today's hearing.

Vice-Chairman Armstrong then inquired if there was anyone present to make public comment on the MTAA's intent to exceed the RNR for the proposed 2024 Budget. Two persons in attendance came forward to express their views on the unavailability of commercial air service, maintenance on buildings, vacant buildings and where the money being requested of taxpayers is being spent. Mr. Armstrong asked other members of the general public if they desired to make comment, to which the response was received that they were in attendance to gather information.

Board members addressed the concerns voiced by Ms. Chandler and Ms. Marple and provided information available on several projects underway and/or planned for the improvement of Topeka Regional Airport and Business Center and Philip Billard Airport.

**Item 4. Roll-Call Vote on Exceeding the RNR and Adoption of Resolution No. 23-293**

Vice-Chairman Armstrong asked for a motion to for the consideration of adopting MTAA Resolution No. 23-293.

**Mr. Munson made a motion to adopt Resolution No. 23-293 to levy a property tax exceeding the Revenue Neutral Rate for the proposed budget for 2024. Mr. Ledbetter seconded the motion. Ms. Trobough read the roll for the roll-call vote: Lisa Stubbs, Chair – YES; Brian Armstrong, Vice-Chair – YES; Sam Sutton, Secretary – YES; Mike Munson, Member – YES; and Joseph Ledbetter, Member – YES. Motion carried with 5 votes in favor and 0 votes against.**

**Item 5. Public Hearing on the 2024 Proposed Budget.**

Vice-Chairman Armstrong inquired if there was anyone present to make public comment on the MTAA's proposed 2024 Budget. No one came forward. Mr. Munson suggested for staff to review the budget document to be certified to Shawnee County on the record. A copy of the document was distributed to all in attendance and noted that, once approved, it will be available on the MTAA website at <https://www.mtaa-topeka.org/about/mtaa-financial-info>.

**Item 6. Consider Adoption of 2024 Budget Authorizing Certification to the Shawnee County Clerk.**

Vice-Chairman Armstrong stated Board action was now required for the adoption of the 2024 Budget for certification to the Shawnee County Clerk's office. Ms. Trobough stated that each member of the Board is required to sign the Certificate to:

- a. Certify that the Public Hearings for Fiscal Year 2024 Budget were held;
- b. Approve and adopt the Budget as the maximum expenditures for 2024;
- c. Certify that the amount of 2023 Ad Valorem Tax is within statutory limitations for the 2024 Budget; and
- d. Authorize Certification to the Shawnee County Clerk.

**Mr. Munson made a motion to adopt the 2024 MTAA Budget and authorized Certification to the Shawnee County Clerk. Mr. Sutton seconded the motion. Motion carried.**

**Adjournment**

Vice-Chairman Armstrong asked for a motion to adjourn. **Ms. Stubbs made the motion to adjourn. Mr. Sutton seconded the motion and the meeting was adjourned at 3:10 p.m.**

These official minutes were approved by the Board of Directors on October 17, 2023.

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Samuel W. Sutton, Secretary

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Installation of Water Tower  
Insulation-Frost Jacket.  
(Board Action Required)**



Date: October 11, 2023

During the project to refurbish the 750,000-water tower, Utility Services discovered the tank riser pipe had rusted through and required replacement. This work was included in our service agreement and completed at no additional cost. However, the insulation-frost jacket was damaged and requires replacement. This material is not covered by the service agreement. We requested a quote from Utility Services to provide and install the insulation which is used to protect the water supply line from freezing during cold weather.

Attached is the Utility Service Co., Inc. quote identifying the scope of work and cost for the replacement of the insulation.

I request the Board's authorization to contract with Utility Services for the installation of the insulation-frost jacket at a cost of Twenty-Five Thousand Four Hundred Twenty-four Dollars and No Cents (\$25,424.00).

Please contact me if you have any questions.



Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 855-526-4413 | Fax: 478-987-2991

usgwater.com

Date: **09/14/23**

Submitted by: **Jim Jackson**

Local Phone: (785) 218-9061

SFID: **77559**

MP / CS Asset: ☒

|  |  |                              |   |                      |             |                    |
|--|--|------------------------------|---|----------------------|-------------|--------------------|
| Entity Proposal Submitted To ("Customer"):       |  |                              | Phone Number:   |                      | Fax Number: |                    |
| <b>Metropolitan Topeka Airport Authority, KS</b> |  |                              | <b>785-633-9957</b>                                       |                      |             |                    |
| Street Address:                                  |  |                              | Description of Work to be Performed:                      |                      |             |                    |
| <b>6510 SE Forbes AVE</b>                        |  |                              | <b>Steel Tank Repairs - Frost Jacket and Installation</b> |                      |             |                    |
| City:  |  | State:                       | Zip Code:   | Asset Name:          |             |                    |
| <b>Topeka</b>                                    |  | <b>KS</b>                    | <b>66619-1446</b>   | <b>Elevated Tank</b> |             |                    |
| Accounts Payable Contact Name:                   |  | Email:                       |   | Job Site Address:    |             |                    |
| <b>Eric Johnson</b>                              |  | <b>mtaa@mtaa-topeka.org</b>  |   | <b>Building 310</b>  |             |                    |
| Job Contact (Inspection Reports):                |  | Email:                       |   | County / Parish:     | Asset Size: | Asset Style:       |
| <b>Terry Poley</b>                               |  | <b>poley@mtaa-topeka.org</b> |   | <b>Shawnee</b>       | <b>750K</b> | <b>Hydropillar</b> |

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

**Twenty-Five Thousand Four Hundred Twenty-Four and -----00 /100 Dollars \$ 25,424.00**

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

**Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362**

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically  
Ninety (90) days following the date of this Proposal.

Authorized  
USCI Signature

*Nichole Gasmaw*

**Acceptance of Proposal** The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☐ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month

Customer Signature

Date of Acceptance

Printed Name

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

**Exhibit A – Scope of Work**

Steel Tank Repairs and Disinfection

1. Utility Service Company, Inc. (USCI) will remove all insulation and frost jacket from tanks riser pipe.
2. USCI will install new insulation and frost jacket to riser pipe once replacement of rise pipe is completed.
3. USCI has agreed to replace riser pipe at company expense as part of the Authority's Tank Maintenance Plan on the tower.



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[usgwater.com](http://usgwater.com)

**Exhibit A – Scope of Work Continued**

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usgwater.com

## Exhibit B – Terms and Conditions

### A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

### B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

### C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

### D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

### E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

### F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

### G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

### H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

### I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

### J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from  
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Toll-free: 855-526-4413 | Fax: 478-987-2991

usgwater.com

## **Exhibit B – Terms and Conditions (Continued)**

### **K. SATISFACTION OF WARRANTY CLAIM**

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

### **L. INDEMNIFICATION**

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

### **M. FORCE MAJEURE**

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

### **N. LIMITATION OF LIABILITY**

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

### **O. GOVERNING LAW AND DISPUTE RESOLUTION**

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

Office of: President

To: Board of Directors

From: Eric M. Johnson



Subject: **Consider Maintenance Building Overhead  
Door Replacement (Board Action Required)**



Date: October 11, 2023

The existing overhead door at the MTAA maintenance building is not wide enough for our large airfield trucks to pass through without careful maneuvering or removal of the plow or broom head. During inclement weather, should a truck become disabled, staff may need to tow a vehicle in for repairs. Having a door large enough to accommodate the airfield equipment will save valuable time.

Staff requested quotes from several vendors for the installation of a 20-foot-wide door. As of this date, we have received two responses. Heartland Door and Window provided a quote for the installation of a 20'2" x 14'1" overhead door with a 1HP Liftmaster Trolley Operator at a cost of \$10,528.86. Building modifications to accommodate the installation of the larger door will be completed by the MTAA maintenance department.

I request the Board authorize the replacement of the overhead door at a cost not to exceed Ten Thousand Five Hundred Twenty-Eight Dollars and Eighty-six Cents (\$10,528.86)

Please contact me if you have any questions.

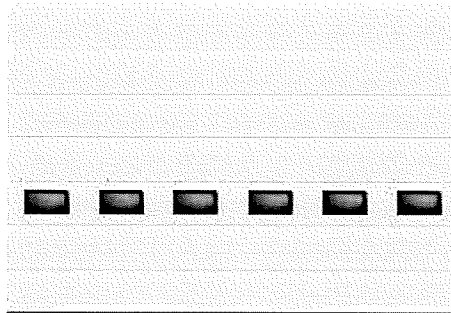
QUOTE PREPARED BY:  
 HEARTLAND TEAM  
 218 SE BRANNER ST  
 TOPEKA KS  
 785 233 7406  
[DOMINIC.DANGELO@BECN.COM](mailto:DOMINIC.DANGELO@BECN.COM)



10/13/2023

QUOTE PREPARED FOR:  
 MTAA - ATTN: TERRY POLEY  
 6331 SE FORBES AVE  
 TOPEKA KS  
 785 633 9957  
[EJOHNSON@MTAA-TOPEKA.ORG](mailto:EJOHNSON@MTAA-TOPEKA.ORG)

| MATERIAL DESCRIPTION |                                 | PRICE EA.  | QTY | EXT. PRICE |
|----------------------|---------------------------------|------------|-----|------------|
| SIZE:                | 20'2"X14'1"                     | \$8,175.86 | 1   | \$8,175.86 |
| MODEL:               | 2732                            |            |     |            |
| SERIES               | N/A                             |            |     |            |
| DESIGN:              | PENCIL GROOVE                   |            |     |            |
| COLOR:               | WHITE                           |            |     |            |
| WINDOWS:             | SINGLE PANE CLEAR TEMPERED      |            |     |            |
| TRACK:               | 2" CONTINUOUS ANGLE MTW         |            |     |            |
| LIFT:                | 15" RADIUS                      |            |     |            |
| OPERATION:           | HOOK TO EXISTING OPERATOR       |            |     |            |
| OPTION:              | LIFTMASTER T-501L5 14' OPERATOR | \$1,153.00 | 1   | \$1,153.00 |



TAX EXEMPT JOB: WILL NEED TAX EXEMPT FORMS

| LABOR            | PRICE EA. | QTY | EXT. PRICE         |
|------------------|-----------|-----|--------------------|
| INSTALL DOOR     | \$900.00  | 1   | \$900.00           |
| INSTALL OPERATOR | \$300.00  | 1   | \$300.00           |
| TOTAL:           |           |     | <b>\$10,528.86</b> |

Openings are to be prepared by others in accordance with our specifications. The above does not include glass, glazing, painting, or electrical wiring for operators, unless so stated. This proposal is made for prompt acceptance, Prices subject to review. Agreements are contingent upon strikes, accidents or other conditions beyond our control. We carry manufacturers' contracts, employer's liability and workman's compensation insurance. Price does not include tax unless so stated above. We reserve the right to add finance charges to all past due accounts. All special order items require 50% deposit. ALL QUOTES CONTINGENT ON SITE INSPECTION.

Phone 913-236-6440  
1200 West Old 56 HWY Suite A  
Olathe, KS 66061

## QUOTE

|           |           |
|-----------|-----------|
| DATE      | QUOTE NO. |
| 10/6/2023 | 367       |

| MTAA<br>6510 SE Forbes Ave, Suite 1<br>Topeka, KS 66619<br>785-862-2362<br>mtaa@mtaa-topeka.org |     |             |          |
|---|-----|-------------|----------|
| P.O. NO.  | REP | CONTACT     | Phone    |
|   | BC  | Terry Poley |          |
| DESCRIPTION   | QTY | RATE        | TOTAL    |
| 20'2" X 14' AMARR 2442 1 ROW LITES, TEAR DOWN HAUL AWAY,  | 1   | 9,485.00    | 9,485.00 |
| 1 HP LIFTMASTER TROLLEY OPERATOR  | 1   | 1,900.00    | 1,900.00 |

Thank you for your business.

\*Electrical, Drywall, Concrete, Glass, Glazing or Finish work by others unless noted otherwise.

|                   |        |
|-------------------|--------|
| <b>Sales Tax:</b> | \$0.00 |
|-------------------|--------|

|               |             |
|---------------|-------------|
| <b>Total:</b> | \$11,385.00 |
|---------------|-------------|

This proposal shall be deemed withdrawn within 45 days from date, and is in the meantime, subject to change upon notice. Payments are due and payable no later than 30 days from the invoice date. All invoices not paid within 30 days will become past due & may accrue interest at the highest rate allowed by law. In the event of litigation and/or collection is undertaken and allowed by law, the customer agrees to pay A Total Door, Inc. its reasonable cost of collection, including, but not limited to court costs, attorney fees & collection agency fees. Service warranty 90 days parts, 30 days labor. All work to be paid upon completion unless terms arranged in advance. 25% restocking fee.

WE ACCEPT THE ABOVE QUOTE:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Billard Airport Fence and Gate Bids (Board Action Required)**



Date: October 11, 2023

As directed by the Board, specifications were developed for the installation of fence and gates for select portions of Philip Billard Airport. The project is identified in two stages. Stage One includes approximately 3,165 feet of fence along the West side of the T-Hangars and Hangar 17, extending from the State of Kansas property on the South end and continuing North to approximately NE Center Avenue. Stage Two includes approximately 160 feet of fence and two (2) 25' automatic gates controlling access to the T-Hangars and to the airfield.

Additionally, the Kansas Highway Patrol (KHP) requested 700 feet of fence and a 25' automatic gate to control access to their facility. This was identified in the RFB as Bid Alternate #1. The KHP will be responsible for all expenses related to Bid Alternate #1.

A request for bids was advertised with a public bid opening held on October 12, 2023. As shown on the enclosed Bid Tabulation, we received two bids with the apparent low bid provided by Kansas Fencing, Inc. at a total cost of \$172,777.00. The KHP's share of this expense for Bid Alternate #1 is \$37,658.00 with the balance of \$135,119 being the responsibility of the MTAA.

Please contact me if you have any questions.





**Philip Billard Airport Fence Project**  
**Bid Opening**  
**October 12, 2023**  
**10:00 AM**  
**[Bids opened in order of receipt]**

| Contractor   | Amount of Bid  |
|--|--|
| Amerifence<br>2901 E 85 <sup>th</sup> St.<br>Kansas City, MO 64132<br>(816) 683-2291<br>c.christensen@americafence.com               | Stage 1: \$110,367.00<br>Stage 2: \$ 57,653.00<br>Bid Alt 1: \$ 54,591.00<br><br>TOTAL BID: \$222,611.00 |
| Kansas Fencing, Inc.<br>620 NW Gordon St.<br>Topeka, KS 66608<br>(785) 836-3180<br>(785) 554-1922 (cell)<br>talley@kansasfenceco.com | Stage 1: \$ 95,969.00<br>Stage 2: \$ 39,150.00<br>Bid Alt 1: \$ 37,658.00<br><br>TOTAL BID: \$172,777.00 |

Office of: President

To: Board of Directors

From: Eric M. Johnson



Subject: **Consider Quotes for Installation of Gutter  
At 438 SE 61<sup>st</sup> St. (#167). (Board Action Required)**



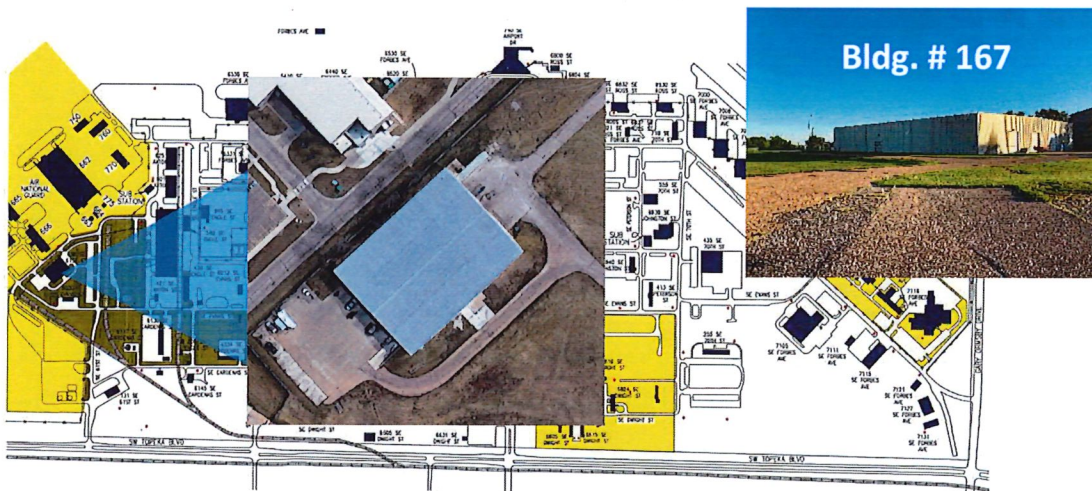
Date: October 13, 2023

In the course of remodeling Building 167 in anticipation of hosting a new tenant, MTAA has learned the guttering is badly in need of replacement. This is necessary external work (as evidenced by water discovered in the building's electrical box) and is not a specialized tenant requirement. It is, therefore, appropriate that the MTAA should undertake the work.

MTAA has obtained three quotes for the cost of installing new gutters and downspouts on Building 167. They range from \$7,800 to \$25,349. The higher bid proposes to custom fabricate the guttering, whereas the lower bids do not discuss fabrication.

MTAA Staff thus respectfully requests the Board approve an expenditure for this building improvement not to exceed \$25,349 to install new guttering and downspouts on Building 167.

Thank you for your consideration.



# Proposal

## J. B. TURNER AND SONS ROOFING & SHEET METAL

P.O. Box 19525

Topeka, KS 66619

Phone: 785 233-9603

6840 SE Johnston St.

Topeka, KS 66619

Fax: 785 233-3868

|                    |                                  |                 |
|--------------------|----------------------------------|-----------------|
| SUBMITTED TO       | PHONE                            | DATE            |
| MTAA               | 785 633-9957                     | October 2, 2023 |
| STREET             | JOB NAME                         |                 |
| 6510 SE Forbes Ave | Building 167 Gutter & Downspouts |                 |
| CITY, STATE, & ZIP | JOB LOCATION                     |                 |
| Topeka, KS         | Forbes Field, Topeka, KS         |                 |
| ATTENTION:         | JOB PHONE                        | FAX             |
| Terry              |                                  |                 |

J.B. Turner & Sons Roofing & Sheet Metal will do the following:

### Install New Box Guttfer and Downspouts

- 1.) Remove and dispose of existing gutters and downspouts
- 2.) Fabricate new pre-finished 24 gauge 7" box gutter
- 3.) Fabricate new pre-finished 24 gauge 5" x 5" downspouts (8 total)
- 4.) Install new gutters including heavy gauge backup strip
- 5.) Install new downspouts (4 per side)

#### Notes:

- 1.) Owner to choose gutter and downspout colors from Manufacturer's standard selection
- 2.) Includes manlift rental
- 3.) Gutter will have an expansion joint located approximately in the middle of each side

All applicable taxes included.

We propose, hereby, to furnish material and labor, complete in accordance with the above specifications, for the sum of:

**Twenty Five Thousand Three Hundred Forty Nine & 00/100** ..... Dollars **\$25,349.00**

Payment to be made as follows: **Total Upon Completion**

Net due in full upon completion. A service charge of 1 1/2% per month will be added to all accounts not paid 30 days from invoice date.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the original proposed estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

One (1) year of Completed Operations Insurance Coverage is included with any / all other insurance policies maintained by JB Turner and Sons Roofing & Sheet Metal on behalf of themselves and our customers

Authorized Signature

**Randy Wilson-Maintenance Director**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

### Acceptance of Proposal

The above prices, specifications and conditions

are satisfactory and are hereby accepted

Date of Acceptance:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Agenda Item 8

Page 2 of 4

# Pinnacle Improvements

Estimate

Brandi Yingling  
5931 Nw North Hills Dr  
Topeka, KS 66617  
785.817.2186



|                               |              |         |
|-------------------------------|--------------|---------|
| Name/Address                  |              |         |
| Mtaa<br>438 Se 61st Bldg. 167 |              |         |
| Date                          | Estimate No. | Project |
| 10/01/23                      | 1073         |         |

| Item               | Description   | Quantity | Cost  | Total       |
|--------------------|---|----------|-------|-------------|
| seamless guttering | Rollform and install 200' of 6" white alummium guttering on both sides of building. 3 sections of guttering with 2 downspouts on each | 400      | 10.00 | 4,000.00    |
| Downspouts         | Provide and install 400' of 4x5 white downspouts on both sides. This includes 6 downspouts larger than current downspout.             | 400      | 20.50 | 8,200.00    |
|                    |   |          | Total | \$12,200.00 |

# **MARTINEK & FLYNN**

**118 ROBY PLACE**

**TOPEKA, KS. 66612**

**PH# 233-6666 FAX# 233-6767**

**Email: [martinekandflynnsiding@gmail.com](mailto:martinekandflynnsiding@gmail.com)**

**10/12/2023**

**TERRY POLEY**

**FORBES FIELD**

**BUILDING 167**

**438 SE 61ST**

**TOPEKA, KS 66619**

**785-633-9957**

**[tpoley@mtaa-topeka.org](mailto:tpoley@mtaa-topeka.org)**

**INSTALL 6 INCH SEAMLESS GUTTERING ON BOTH SIDES  
OF BUILDING. INSTALL EIGHT 3X4 DOWNSPOUTS.**

**\$7,800.00**

**THANK YOU,  
DARRELL MARTINEK**