



# MTAA

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

Board of Directors

## MTAA Board Meeting 3:00 PM

**Tuesday, September 17, 2024**

**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 20, 2024
3. Public Comment
4. Adopt Agenda

**DISCUSSION ITEMS:**

5. TOP Fuel Storage Tanks and Self Fueling at Phillip Billard Airport

**ACTION ITEMS:**

6. Presentation of 2023 Audit Report by BT&Co., P.A.
7. Consider BT&Co., P.A. Engagement Letter for 2024, 2025 and 2026 Audits
8. Consider Quote for Forbes Field Patching
9. Consider Approval of Airport Joint Use Agreement

**INFORMATIONAL REPORTS:**

10. Monthly Reports:
  - a. Aviation-Related Issues & Air Service – Eric Johnson
  - b. Maintenance Report – Eric Johnson
  - c. TOP Fuel Service Fuel Sales Report – Eric Johnson
  - d. Economic Development & Leasing Activity – Curtis Sneden
  - e. Financial Reports – Laura Hartley
  - f. Directors' Comments
11. Executive Session



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

**Board of Directors**

**Metropolitan Topeka Airport Authority  
 August 20, 2024**

**Work Session..... 2:00 PM**

Draft #4 of the 2025 Budget was presented to the Board. Staff provided updates to the draft presented in July. The timeline was discussed as was the likelihood of exceeding the Revenue Neutral Rate (RNR) of 2.065 as provided by the Shawnee County Clerk's office. There was discussion on several line items to be changed with a net \$0 impact to the bottom line. The revised estimated assessed valuation as of July 1, 2024 of \$2,308,636,385 was provided.

The Board reviewed the Code of Conduct revised draft policy. Discussion ensued and will continue at the next month's work session.

Mr. Resner brought up the subcommittees for the Board. Chairman Armstrong asked Mr. Johnson to inquire which subcommittees the Board members have interest in being on to discuss at next month's meeting.

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

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

- Sam Stallbaumer - WSP USA, Inc.
- Scott Uhl – WSP USA, Inc.
- Mayor Mike Padilla – City of Topeka Mayor via Zoom
- Scott Gilchrist – Million Air
- Don Loyd – MTAA TOP Fuel Service
- Terry Poley – MTAA Maintenance Department
- Maj. Chris Ortega – MTAA Police & Fire Chief
- Capt. Chad Schmale – MTAA Police & Fire
- Eric Johnson – MTAA President
- Curtis Sneden – MTAA Director of Development
- Cheryl Trobough – MTAA Director of Administration & Finance
- Laura Hartley – MTAA Asst. Director of Administration & Finance
- Deana Prescott – MTAA (Administrative Office)
- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board
- Mike Hall – City of Topeka Planning
- Dan Warner – City of Topeka Planning

**Item 1. Notice.**

Chairman Armstrong inquired if everyone who requested notification had been notified of this meeting. **Mr. Johnson replied that notifications were sent.**

**Item 2. Approve Minutes of the MTAA's Regularly Scheduled Board Meeting of July 15, 2024 and Special Board Meeting of August 2, 2024.**

Chairman Armstrong asked the Board to review the minutes of the Regularly Scheduled Board Meeting of July 15, 2024 and the Special Board Meeting minutes of August 2, 2024. He inquired if there were any additions, corrections or comments to the Minutes. None were noted. **Mr. Ledbetter made the motion to approve the minutes as noted above. Mr. Munson seconded the motion. Motion carried.**

**Item 3. Public Comment.**

Chairman Armstrong inquired if there was anyone registered to speak during Public Comment. **Mr. Johnson replied that there was no one registered to speak.**

**Item 4. Adopt the Agenda.**

Chairman Armstrong noted an addition for item 6a Executive Session, but item #14 Executive Session was still needed. **Mr. Munson made a motion to adopt the Agenda as amended. Mr. Ledbetter seconded the motion. Motion carried.**

**Item 5. City of Topeka Neighborhood Revitalization Plan Presentation**

Mr. Hall and Mr. Warner made a presentation to the Board on the neighborhood revitalization plan and changes upcoming for Topeka.

**Discussion Item:**

**Item 6. Consider Purchase of Fuel Trailers.**

Mr. Johnson brought to the Board's attention that the MTAA had a fuel trailer down and the MTAA had discussed options to purchase another trailer for fuel at Phillip Billard Airport as a backup. Discussion ensued and Mr. Johnson noted he would obtain bids on fuel trailers for discussion at next month's meeting.

**Item 6.a. Executive Session**

Chairman Armstrong noted there was a need for an Executive Session. **Chairman Armstrong moved that the meeting be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws. The justification for this Executive Session is to discuss personnel matters of non-elected personnel. Chairman Armstrong stated that the Executive Session will be for a period not to exceed fifteen (15) minutes beginning at 3:35 PM and the meeting shall reconvene in open session at 3:50 PM. Ms. Stubbs seconded the motion. Motion carried. Chairman Armstrong reconvened the meeting at 3:50 PM.**

**Action Items:**

**Item 7. Consider Purchase of One (1) New Police Vehicle.**

Mr. Johnson requested the purchase of a new police pursuit vehicle. Mr. Johnson noted this was a 2024 budgeted item for \$65,000. The MTAA put the vehicle out for bid and only one sealed bid was received from SERV. SERV provided a bid for a fully outfitted 2024 Dodge Durango AWD in the amount of \$54,681.26. **Ms. Stubbs made the motion to approve the purchase of the vehicle for Fifty-four Thousand Six Hundred Eighty-one dollars and Twenty-Six Cents (\$54,681.26). Mr. Ledbetter seconded the motion. Motion carried.**

**Item 8. Consider Approval of Revised Quote of Disposal of Waste Material.**

Mr. Johnson noted Heritage Crystal-Clean was already approved by the Board to properly dispose of waste in Building #625. There was a mistake in the original quote, but the MTAA has also noted additional items to dispose of properly. The new quote is in the amount of \$19,399.80. **Mr. Munson made the motion to approve the revised quote from Heritage Crystal-Clean in the amount of Nineteen Thousand Three Hundred Ninety-nine Dollars and Eighty Cents (\$19,399.80). Mr. Ledbetter second the motion. Motion carried.**

**Item 9. Consider Quote for Roof Replacement for Building #820.**

Mr. Sneden and Mr. Johnson presented the request for replacement for the roof on Building #820. Through the TIPS system, an eligible quote was received from JB Turner & Sons for \$69,872.00. **Mr. Ledbetter made the motion to approve the quote from JB Turner & Sons for the roof replacement in the amount of Sixty-nine Thousand Eight Hundred Seventy-two Dollars and No Cents (\$69,872.00). Mr. Sutton seconded the motion. Motion carried.**

**Item 10. Consider Approval of MTAA Resolution No. 24-300 Authorizing the Acceptance of Grant Offers No. 3-20-0113-047-2024 (BIL), 3-20-0113-049-2024, and 3-20-0113-050-2024 Through Federal Aviation Administration for Reconstruction of Taxiways Alpha and Delta at Topeka Regional Airport.**

Mr. Johnson presented the request to give him authorization to sign the MTAA grant awards listed above on behalf of the MTAA. One of the grant awards has not been received yet but should be arriving by the first of September for approval. **Ms. Stubbs made a motion to authorize Mr. Johnson**

to sign and approve the grant awards on behalf of the MTAA in an amount not to exceed Five Million Nine Hundred Eighty-six Thousand Three Hundred Ninety-three Dollars and No Cents (\$5,986,393.00). Mr. Munson seconded the motion. Motion carried.

**Item 11. Consider Approval of MTAA Resolution No. 24-301 Authorizing Change in Authority Clerk.**

Mr. Johnson presented the request to change the Authority Clerk from Cheryl Trobough to Laura Hartley. Mr. Ledbetter made a motion to change the Authority Clerk from Cheryl Trobough to Laura Hartley. Mr. Munson seconded the motion. Motion carried.

**Item 12. Final Review of 2025 Budget and Authorization to Publish the Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing.**

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 2025 budget is 2.239 and the Ad Valorem tax levy is \$5,168,920.

The notice will be published immediately on the MTAA website and in the Topeka Metro News on September 2, 2024 to satisfy the requirement of publication ten (10) days prior to the Public Hearing on September 17, 2024.

**Ms. Stubbs made a motion to authorize publication of the Notice of Hearings for the 2025 budget. Mr. Munson seconded the motion. Motion carried.**

**Informational Only Items:**

**Item 13. Monthly Financial Reports**

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

Mr. Johnson provided the following report:

- Chief Ortega gave a presentation on the MTAA Police & Fire Departments.
- KS Assoc. of Airports conference Oct. 9-11 – the MTAA is hosting at Cyrus Hotel – airports from across the state of KS will attend.
- The Passenger Boarding Bridge had a few minor glitches but is operational.
- SE Forbes Ave work is ongoing.
- The project with the Taxiway A/D construction is underway.
- We are in talks with 3 different airline consultants and the first meeting with one of the airlines is September 9<sup>th</sup>.
- He will be attending the Four States Conference in KC later this week.
- The FAA will be conducting two inspections at Billard Airport. The first is the pavement inspection on August 30<sup>th</sup>. The second inspection is a land use inspection on September 11<sup>th</sup>.

**13.b. Maintenance Report – Mr. Johnson**

The Maintenance Report for work completed by the MTAA Maintenance Department on the grounds, airfield, vehicles and buildings from July 8, 2024 to August 9, 2024 was presented to the Board for their information and review.

**13.c. TOP Fuel Service Sales Report Maintenance Report – Mr. Johnson**

The TOP Fuel Sales by Product Summary Report for the month of July 2024, along with the 2024 total annual sales were presented to the Board for their information and review.

**13.d. Economic Development & Leasing Activity – Mr. Sneden**

Mr. Sneden provided the following report:

- Site visits occurred on August 1<sup>st</sup> and 2<sup>nd</sup> with a company that may have refueling services located at Forbes. The current hangars the MTAA has are not

big enough and discussions have been ongoing about permanent housing options.

- Update on MRO/NIAR, which is progressing slowly but still moving forward.
- The sale of "Whale Parcel" has not moved any further. The MTAA has the earnest money and will keep it if the FAA does not approve.
- Sky Restaurant owners met with MTAA management to discuss sales since opening. The performance has exceeded the restaurant owner's expectations thus far.
- Update on other leasing activity and maintenance improvements on properties.
- The maintenance crew has done an amazing job cleaning up properties in preparation for the air show, and for just general appearances for the industrial park.

### **13e. Financial Reports**

Ms. Hartley presented the monthly financial reports through July 31, 2024 as well as the delinquent status report as of July 31, 2024.

### **13f. Directors' Comments**

Mr. Sutton expressed thanks to the maintenance crew for their cleanup efforts. He had several comments on aesthetic issues at Billard including landscaping, fencing and Hangar 600.

Ms. Stubbs expressed gratitude about the lack of foliage around the airport and commented it looks much better. She also commented on the excellent food and service at the new Sky Restaurant at Billard Airport.

Chairman Armstrong asked about doing something at the air show with the chamber of commerce and the board.

Mr. Munson commented that his bank was celebrating their anniversary at the airshow all weekend and they would have a large presence at the airport.

Mr. Ledbetter remarked that he had contacted KDOT for signage of the Phillip Billard Airport on several major roadways coming into North Topeka. He also noted that he wants to see an estimate of what a pocket repair will cost on Building 600.

### **Item 14. Executive Session**

Chairman Armstrong noted there was a need for an Executive Session. **Chairman Armstrong moved that the meeting be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws. The justification for this Executive Session is to review the draft framework for the President's performance review and to discuss a separate personnel issue for non-elected personnel. The Executive Session will be for a period not to exceed twenty (20) minutes beginning at 5:03 PM and the meeting shall reconvene in open session at 5:23 PM. This Ms. Stubbs seconded the motion. Motion carried.**

### **Adjournment**

**Mr. Munson made a motion to adjourn. Mr. Ledbetter seconded the motion and the meeting was adjourned at 5:24 p.m.**

These official minutes were approved by the Board of Directors on September 17, 2024.

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Lisa D. Stubbs, Secretary

Office of: President  
To: Board of Directors  
From: Eric M. Johnson   
Subject: **Consider BT&Co., P.A. Engagement  
Letter for 2024, 2025 and 2026 Audits  
(Board Action Required)**



Date: September 11, 2024

The Audit Report for 2023 presented this month was the third year of the three-year contract.

Included is the engagement letter provided by BT&Co. for auditing services for the fiscal years of 2024, 2025 and 2026.

The proposed contract costs are shown on Page 8 and are included below, along with a couple years of historical costs associated with the audits:

<u>Audit Year</u>	<u>Cost</u>
2026	\$31,000 + Single Audit Fee \$4,000
2025	\$30,500 + Single Audit Fee \$4,000
2024	\$30,000 + Single Audit Fee \$4,000
2023	\$23,250
2022	\$25,300

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



Certified Public Accountants

4301 SW Huntoon St. Topeka, KS 66604 | t: 785.234.3427 | toll-free: 800.530.5526 | f: 785.233.1768 | w: btandccopa.com

September 11, 2024

Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
6510 SE Forbes Avenue, Suite 1  
Topeka, Kansas 66619-1446

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that BT&Co., P.A. (“BT&Co.,” “we,” “us,” or “our”) audit the Metropolitan Topeka Airport Authority’s (the “Authority,” “you”, or “your”) business-type activities as of and for the years ending December 31, 2024, 2025 and 2026 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Engagement Letter”).

The objectives of our audits are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors’ report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and *Government Auditing Standards* issued by the Comptroller General of the United States (“GAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

You have also requested that BT&Co. perform the audits of the Authority as of December 31, 2024, 2025, and 2026 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”).

### **The Responsibilities of the Auditor**

We will conduct our audits in accordance with GAAS, GAS, the *Kansas Municipal Audit and Accounting Guide* (the “Guide”), the Uniform Guidance, and the U.S. Office of Management and Budget’s (“OMB”) Compliance Supplement. Those standards, regulations, and guides require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, the Guide, and Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the Authority and its environment, the applicable financial reporting framework, and the Authority’s system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 2

2. Consider the Authority's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audits of the financial statements that we have identified during the audits.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audits and (b) any instances of noncompliance with laws and regulations that we become aware of during the audits (unless they are clearly inconsequential).

We are responsible for the compliance audits of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control over financial reporting and over compliance for major programs will include any significant deficiencies and material weaknesses in internal control over financial reporting and over compliance for major programs of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and over compliance for major programs consistent with requirements of the standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.





Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 3

## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the Authority complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Authority involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information (“RSI”) which accounting principles generally accepted in the United States of America (“U.S. GAAP”) require to be presented to supplement the basic financial statements.

Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). Management agrees to include the auditors’ report on the supplementary information in any document that contains the supplementary information and will indicate that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditors’ report thereon.

The Board of Directors is responsible for informing us of its views about the risks of fraud, waste, or abuse within the Authority, and its knowledge of any fraud, waste, or abuse or suspected fraud, waste, or abuse affecting the Authority.

Our audits will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”);
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 4

4. For report distribution; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audits in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audits; and
  - d. Unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audits, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audits will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

### **Reporting**

We will issue a written report upon completion of our audits of the Authority's financial statements. Our report will be addressed to the Board of Directors of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audits. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditors' report.

If circumstances arise relating to the condition of the Authority's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error,



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 5

fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audits or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the Authority's financial statements, we will also issue the following reports:

- A report on the fairness of the presentation of the Authority's schedule of expenditures of federal awards for the years ending December 31, 2024, 2025 and 2026;
- Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
- Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance; and
- A schedule of findings and questioned costs.

### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Authority's books and records. The Authority will determine that all such data, if necessary, will be so reflected. Accordingly, the Authority will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Authority personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Laura Hartley, Director of Administration & Finance. The timely and accurate completion of this work is an essential condition to our completion of the audits and issuance of our audit report.

### **Nonaudit Services**

In connection with our audits, you have requested us to perform the following nonaudit services:

1. Drafting the financial statements
2. Assistance with the single audit submission to the Federal Audit Clearinghouse
3. Preparing journal entries

The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to the Authority, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit services to be performed. The Authority has agreed that



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 6

Laura Hartley, Director of Administration & Finance, possesses suitable skill, knowledge, or experience and that the individual understands the nonaudit services to be performed and described above, sufficiently to oversee them. Accordingly, the management of the Authority agrees to the following:

1. The Authority has designated Laura Hartley, Director of Administration & Finance, as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Laura Hartley, Director of Administration & Finance, will assume all management responsibilities for subject matter and scope of the nonaudit services;
3. The Authority will evaluate the adequacy and results of the services performed; and
4. The Authority accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the Authority's management and those charged with governance of the objectives of the nonaudit services, the services to be performed, the Authority's acceptance of its responsibilities, the auditors' responsibilities, and any limitations of the nonaudit services. We believe this Engagement Letter documents that understanding.

#### **Other Relevant Information**

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

#### **Fees and Costs**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Authority personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase.



Mr. Eric Johnson  
 Metropolitan Topeka Airport Authority  
 Page 7

We propose that our fee for this engagement, which includes out-of-pocket expenses, will be as follows:

Year Ended	Finance Statement Audit Fee	Single Audit Fee	Total Fee
December 31, 2024	\$ 30,000	\$ 4,000	\$ 34,000
December 31, 2025	\$ 30,500	\$ 4,000	\$ 34,500
December 31, 2026	\$ 31,000	\$ 4,000	\$ 35,000

If a Single Audit with more than one major program is required, we anticipate an additional fee of \$ 4,000 to \$ 5,000 per additional major program (depending on the complexity of the program.)The quoted fee for the years ended December 31, 2024, 2025 and 2026, respectively, will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the Authority has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made to the fee without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment.

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payment will be applied first to the accrued finance charges and then to outstanding invoices.

**Use of Subcontractors and Third-Party Products**

We may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. We may share your information, including Confidential Information, with these third-party service providers; provided that such recipients are bound by written obligations of confidentiality. You acknowledge and agree that our use of a third-party service provider may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure. We will be responsible to you for the performance of our third-party service providers, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 8

delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

### **Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of BT&Co. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of BT&Co.'s audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by BT&Co. for the Authority under this Engagement Letter, or any documents belonging to the Authority or furnished to BT&Co. by the Authority.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable BT&Co. policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in BT&Co.'s form. BT&Co. reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Authority, the Authority will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of BT&Co. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of BT&Co audit personnel and at a location designated by BT&Co.

### **Indemnification, Limitation of Liability, and Claim Resolution**

Because BT&Co. will rely on the Authority and its management and Board of Directors to discharge the foregoing responsibilities, the Authority agrees to indemnify, hold harmless, and release BT&Co. and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Authority's management.

The Authority and BT&Co. agree that no claim arising out, from, or relating to the services rendered pursuant to this Engagement Letter shall be filed more than two years after the date of the audit report issued by BT&Co. or the date of this Engagement Letter if no report has been issued. In no event shall BT&Co. or the Authority, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the "covered parties" and each individually, a "covered party"), be liable for the interruption or loss of business, any lost profits, savings, revenue,



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 9

goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages. Except for a covered party's indemnification obligations under this Engagement Letter, to the fullest extent permitted by law, the total aggregate liability of the covered parties arising out of, from, or relating to this Engagement Letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a covered party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the Authority to BT&Co. under this Engagement Letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the Authority of its payment obligations to BT&Co. under this Engagement Letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The Authority and BT&Co. both agree that any dispute over fees charged by BT&Co. to the Authority will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by BT&Co., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

### **Confidentiality**

BT&Co. and the Authority may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, BT&Co. and the Authority agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, BT&Co. is permitted to disclose the Authority's Confidential Information to BT&Co.'s personnel, agents, and representatives to provide the services or exercise its rights under this Engagement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter. Without limiting the generality of the



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 10

foregoing, the Authority acknowledges and agrees that Audit Documentation constitutes Confidential Information of BT&Co.

As used herein, the term “Confidential Information” will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party’s possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party’s Confidential Information.

The Receiving Party will treat the Disclosing Party’s Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Authority consents to BT&Co.: (i) using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the Authority, or otherwise obtained by BT&Co., in connection with the services provided under this Engagement Letter, to provide the Authority with professional services under any other professional services agreement the Authority enters into or has entered into with BT&Co.; and (ii) using any information or data provided by or on behalf of the Authority, or otherwise obtained by BT&Co., in connection with professional services provided by BT&Co. under another professional service agreement BT&Co. has entered into with the Authority, including confidential, personal, or other protected information, to provide the services under this Engagement Letter to the Authority.

### **Data Protection Compliance**

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Engagement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 (“HIPAA”), classified, marked or unmarked controlled unclassified information (“CUI”) subject to the National Industrial Security Program Operating Manual (“NISPOM”) or the Defense Federal Acquisition Regulation Supplement (“DFARS”), or export controlled data subject to Export Administration Regulations (“EAR”) or International Traffic in Arms Regulations (“ITAR”). Unless otherwise expressly agreed upon and specified in writing by BT&Co. and the Authority, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.





Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 11

BT&Co. and the Authority acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

**Personal Information**

As used herein, the term “Personal Information” means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver’s license numbers or government-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws. If we become aware of an unauthorized acquisition or use of Authority-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

**Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 12

standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

### **Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of BT&Co., our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

### **Miscellaneous**

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 13

Notwithstanding anything stated to the contrary in this Engagement Letter, the Authority acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the Authority or an individual to be identified by third parties without your prior written consent.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves BT&Co. and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The Authority shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The Authority shall not knowingly cause BT&Co. to violate any sanctions applicable to BT&Co. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and the United Kingdom.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

### **Entire Agreement**

This Engagement Letter constitutes the complete and exclusive statement of agreement between BT&Co. and the Authority and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

### **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 14

email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Engagement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audits of the financial statements, including our respective responsibilities.

**Acknowledgement and Acceptance**

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Agreed to and acknowledged by:

BT&CO., P.A.

Kayla Williams  
Principal

KMW:tls  
Enclosure

Confirmed on behalf of Metropolitan Topeka Airport Authority:

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date



Mr. Eric Johnson  
Metropolitan Topeka Airport Authority  
Page 15

A signed copy of this Engagement Letter will be forwarded to the following parties pursuant to GAS.

- The Board of Directors
- The Chief Financial Officer

## Report on the Firm's System of Quality Control

December 18, 2023

To the Directors of  
BT & Co., P.A.  
and the Peer Review Committee of the Oklahoma Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of BT & Co., P.A. (the firm) in effect for the year ended June 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.


### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BT & Co., P.A. in effect for the year ended June 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BT & Co., P.A. has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Armanino LLP".

Armanino, LLP

Office of: President  
To: Board of Directors  
From: Eric M. Johnson   
Subject: **Consider Quote for Pavement Repair  
at Topeka Regional Airport  
(Board Action Required)**



Date: September 12, 2024

There are two areas at Topeka Regional Airport that need pavement repair work. The area on the south end of the apron is approximately 600 square yards. A smaller area on Runway 03-21 is approximately 11 square yards needs patched due to a lightning strike. We are proposing a 3" mill and overlay for both locations.

We advertised the necessary repairs on our website as of September 10, 2024 and requested three quotes from Maryco Asphalt, Bettis Asphalt and Sunflower Paving. Only two quotes were received. Sunflower Paving quoted a price of \$24,440.00. Bettis Asphalt quoted a price of \$30,379.68.

I recommend the Board authorize staff to contract with Sunflower Paving at a cost of Twenty-Four Thousand Four Hundred Forty Dollars and No Cents (\$24,440.00) for the patching on Forbes Field.



**Sunflower Paving, Inc.**  
 1451 N. 1823 Road  
 Lawrence, KS 66044  
 Office: 785-856-4590 Fax: 785-856-4594

Equal  
 Opportunity  
 Employer

To: METROPOLITAN TOPEKA AIRPORT  
 AUTHORITY  
 Address: 6510 SE FORBES AVE  
 TOPEKA,KS 66619  
 Project:  
 Project: FORBES FIELD PATCHING

Attn: ERIC JOHNSON  
 Phone: (785) 633-4741  
 Email: ejohnson@mtaa-topeka.org  
 Proposal Date: 09/06/2024  
 Estimate No.: 2024612-DB

Item	Description	Quantity	Unit	Unit Price	Total
1	3" ASPHALT PATCH - 180 X 30	600.000	SY	\$ 40.00	\$24,000.00
2	3" ASPHALT PATCH - 10 x 10	11.000	SY	\$ 40.00	\$ 440.00
<b>Bid Total</b>					<b>\$24,440.00</b>

**NOTES:**

- Due to the unstable oil market, our asphalt suppliers will only guarantee their prices for the current month. If the work is done in a later month and the asphalt oil price has changed, our price will be adjusted only for the material price change. Prices based upon current posted KDOT August 2024 liquid AC price of \$555 / liquid ton.
- The following items are NOT included:  
 Bond (add 1% if required), testing, inspection fees, permits, demolition, dirt work or grading of any kind, rock base, construction staking or layout, pavement markings, fencing, erosion control devices, utilities of any kind, storm sewer, sanitary sewer, footings, downspouts, landscaping, back fill, seed, sod, irrigation, valves or meters, hand rail, light pole bases, flag poles, bicycle racks, bollards, trash enclosure, dewatering, demucking, traffic control, prevailing wages or sales tax.
- All items are tied.
- See attached terms and conditions.

This Quote is offered subject to the terms and conditions on attached proposal notes. Please read the conditions before signing. This proposal was prepared by: DALLAS BARTH

(Please sign and return this quote to our office).

Proposal Accepted by:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

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



Proposal is automatically revoked if not accepted by signature within 30 days from date of Proposal. The seller may otherwise revoke it upon written notice.

This Proposal only includes those materials, labor, equipment, etc. which are expressly stated in it.

1. **Acceptance:** Seller's provision of services is expressly conditioned upon Buyer's acceptance of these terms and conditions. Except as otherwise provided by written agreement expressly identifying itself as an amendment to this Proposal and subsequently executed by both Buyer and Seller, these Terms and Conditions shall supersede the terms and conditions of Buyer's order (including, without limitation, any statement that Buyer's terms and conditions are to take precedence over any contrary provisions), and no prior or subsequent understanding, oral representation, agreement, term, condition, or trade custom at variance with or supplemental to these Terms and Conditions shall be binding on Buyer or Seller. Buyer's signature on this Proposal or commencement of services quoted hereunder shall constitute acceptance of these Terms and Conditions.
2. **Terms of Payment:** Except as expressly stated to the contrary in the Proposal, all payments are due within thirty days of billing. If the Proposal requires the use of progress payments, all progress payments shall be made by the 10<sup>th</sup> of each month in the amount of 95% of the value of the work completed in the prior month; retainage and final payment is due thirty (30) days after substantial completion of Seller's work. Payment to be made on quantities completed and accepted. Any balance not paid in accordance with the stated terms may be assessed a late payment charge of 1 1/4% per month or 18% annually, minimum 50 cents.
3. **Default:** In the event of Buyer's default Seller shall have all rights and remedies available under the Kansas Uniform Commercial Code; and Buyer agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Seller, necessary to collect any unpaid past-due balance, file a mechanics' lien, or otherwise enforce these Terms and Conditions.
4. **Taxes:** Any tax imposed by law, without limitation, any excise, sales, use, value added or any other tax applicable to the sale, transportation or delivery of Seller's products or services will be added to the prices shown on this Proposal, unless Proposal explicitly states tax is included in price.
5. **Force Majeure and Allocation:** Seller shall not be liable for any expense, loss or damage resulting from any delays in manufacturing, shipping or delivering its products or services or from delays in performance caused by: government actions, regulations, order or rulings; acts of God; acts of war; acts of public enemy; acts of terrorism; fire; strikes, lockouts or labor difficulties; breakdowns, accidents or manufacturing problems; delays in transportation; acts or omissions of Buyer; lack of raw materials or components; or any other events or other conditions beyond Seller's control. During times of shortages, Seller shall have the right to prorate its products and services among its customers. The manner of proration is in the sole discretion of Seller, and Buyer has no recourse against Seller for proration.
6. **Permits:** The Buyer shall be responsible for obtaining all required permits and/or approvals from the appropriate government bodies prior to the start of work, including, but not limited to, receipt of National Pollutant Discharge Elimination System (NPDES) permit if required for work to be performed under this Proposal.
7. **Buyer Responsibilities:** In addition to its other responsibilities, Buyer shall be responsible for any and all damages suffered by Seller, or its subcontractors and/or suppliers, due to delays brought about by Buyer or its representative, and for damages due to the existence of conditions different from the conditions described in Buyer's plans or specifications.
8. **Buyer's Design:** Buyer acknowledges that it has deemed that the products ordered are applicable for their use and function, that Seller has provided no engineering studies or information with regard to the use or function of the products for the project, and that Seller's actions shall not give rise to any responsibility for where or how the products are placed, the appropriateness of the products, compliance with any performance requirements, or any other design or installation issue. Seller in no way warrants or guarantees the sufficiency or quality of the placement or installation of the products by others, and Buyer acknowledges Seller's lack of responsibility for same and hereby agrees to defend and indemnify Seller against all claims caused by improper product selection, placement, finishing, design, engineering or installation, except for in the event that Seller is also providing labor to place such materials at the request of the undersigned, in which case it is agreed that Seller is performing only such work as instructed by the undersigned and that Seller's actions shall not give rise to any responsibility for the design, location or placement of the materials, the appropriateness of the materials, compliance with any performance requirements, or any other design issue. Buyer remains solely responsible for the design issues and acknowledges that Seller recommends that such issues be engineered by a local engineer who has examined the conditions of the proposed site and designed the installation in accordance with the specific site conditions.
9. **Natural Degradation:** Limestone and other similar materials have inherent inconsistencies and weaknesses, such that over time and the exposure to normal environmental forces such as rain, sun, erosion, weight, freeze/thaw, and any other condition will cause them to degrade, alter and otherwise change from their present condition regardless of how they are installed, used or cared for. Accordingly, IT IS ACKNOWLEDGED THAT THE SELLER IS NOT RESPONSIBLE FOR THE APPEARANCE, FUNCTION OR OTHER CHARACTERISTICS OF THE MATERIALS AFTER THE DATE OF THIS DOCUMENT.
10. **Limited Warranty:** All services, materials and products sold are subject to the following limited warranty. Seller warrants that for a period of one (1) year from the date of shipment or receipt by Buyer that the product will be free from defects in material and workmanship and is manufactured in all material respects as specified in this Proposal.  
SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Every claim under this limited warranty shall be deemed waived unless in writing and received by Seller within one (1) year after receipt of the product.  
No statements by Seller about the products described in the Proposal are intended to be a warranty, and should not be relied on by Buyer, and are not part of the contract for sale. The entire agreement between Buyer and Seller is embodied in this Proposal and constitutes the final expression of this agreement.
11. **Workmanship:** All work performed by Seller is to be completed in a workmanlike manner according to standard practices. If, within one year after the date of substantial completion of the services identified in this Proposal, the Seller's work is found to not be in compliance with this Proposal, the Buyer shall promptly notify the Seller after discovery of the condition. Seller shall correct it promptly after receipt of written notice from Buyer. If Buyer fails to notify Seller and give Seller an opportunity to make corrections more than one year after substantial completion, the Buyer waives the right to require corrections by Seller and to make a claim against Seller.
12. **LIMITATION OF REMEDY: BUYER'S EXCLUSIVE REMEDY AND THE LIMIT OF SELLER'S LIABILITY, WHETHER BASED ON NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY IN LAW OR EQUITY, SHALL BE, AT SELLER'S OPTION, LIMITED TO REPAIR OR REPLACEMENT WITH LIKE QUANTITY OF NONDEFECTIVE PRODUCT OR REFUND OF AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE.**  
NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES – SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES BASED ON NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS QUOTATION, OR ANY OTHER THEORY. ADDITIONALLY, CONSEQUENTIAL AND SPECIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF REPAIR, REPLACEMENT OR REFUND REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON.
13. **General:**
  - A. Failure of Seller to exercise any right shall not be deemed a waiver of any right of Seller.
  - B. The laws of the State of Kansas shall govern this Proposal, and the district courts of Douglas County, Kansas, shall have exclusive jurisdiction to hear any disputes arising from Seller's materials, products, services, or this agreement.
  - C. If any term or provision of these Terms and Conditions of Sale is held invalid and unenforceable, the validity, legality and enforceability of all remaining terms and conditions shall be valid and enforceable to the fullest extent allowed by law.
  - D. Nothing with this Proposal is intended to convey a benefit upon any person not expressly identified as a party to this Proposal, and nothing within it shall be deemed to form a contract or confer a benefit on behalf of anyone else.
14. **Other:**
  - A. This Proposal does not include the following unless explicitly mentioned in the Proposal: engineering; construction staking; testing services; permits and inspection fees; demolition saw cutting; rock or general excavation; compaction; backfill; seeding or sodding of disturbed areas; storm water runoff or erosion/sediment control measures; traffic control measures other than required for work in this proposal; performance and/or payment bonds.
  - B. Prime contractor shall furnish and maintain access to work areas for work vehicles, ready-mix trucks, pumper trucks, equipment and materials. No cleaning of streets due to inclement weather or muddy site conditions will be provided by Sunflower Paving, Inc.
  - C. All fill material to be supplied and placed by others, unless specified in Proposal.
  - D. The requirements of any subcontract between the Prime Contractor and Sunflower Paving, Inc. shall be agreeable to both parties and no more stringent than the Agreement between the Prime Contractor and the Owner.
  - E. NOTICE: Kansas law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed a part of your home. Ninety days before you file your lawsuit, you must deliver to the contractor a written notice of any construction conditions you allege are defective and provide your contractor the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit.
15. **ASPHALT NOTES:**
  - A. New asphalt installed over existing pavement is very susceptible to cracking at the locations of any joints or cracks in the existing pavement and Seller is not responsible for any damage which may develop due to the movement or shifting of the underlying pavement.
  - B. Subgrade for asphalt pavement to be on grade per project specifications.
  - C. Due to the unstable oil market, our asphalt suppliers will only guarantee their prices for the current month. If the work is done in a later month and the asphalt oil price has changed, our price will be adjusted only for the material price change.
16. **CONCRETE NOTES:**
  - A. Subgrade for machined placed concrete on dirt/rock to be on grade. If SPI trimmed subgrade option is accepted, subgrade to be left half a tenth high. Trimmed spoils to be disposed of by others.
  - B. Subgrade for machined placed concrete on asphalt to be on grade. No trimming of asphalt pavement included.
  - C. Subgrade for hand placed concrete on dirt/rock to be on grade or maximum half tenth low.
  - D. Curb transitions at inlets-Curb inlet top to be set for alignment and elevation. Curb subgrade to be prepared prior to SPI starting work. Curb to be paid through inlets, or as specified in project plans.
  - E. Setting, resetting or grouting of curb inlet tops not included, unless specifically mentioned in Proposal.
  - F. An area shall be provided for concrete and concrete pump trucks to wash out in. The area to be cleaned up by others.

Execution of this document acknowledges that the above information has been read and agreed to on behalf of Seller, from whom Seller's signatory has been given full authority to so agree, and further agrees to immediately present the above document to the Seller.

2/28/17



# BETTIS ASPHALT & CONSTRUCTION, INC.

Estimate No.: 24BA768  
09/12/2024

QUOTE TO: MTAA  
ATTN: Rita Eggenberger

JOB NAME: MTAA Mill/Overlay  
LOCATION: Topeka Ks

Item	Description	Quantity	Unit	Unit Price	Ext Price
1	MILL/ OVERLAY 2 AREAS	612.000	SY	\$ 49.64	\$30,379.68

Grand Total: TAX was NOT added

\$30,379.68

All Equipment, Labor, Materials, and Standard Insurance is included.

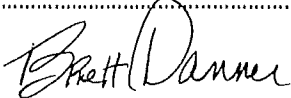
**EXCLUSIONS:** TRAFFIC CONTROL OR FLAGGERS, HAUL ROAD MAINTAINANCE OR REPAIR, SUB-GRADE PREPARATION OR FINE GRADING, DEWATERING, SEDIMENT REMOVAL, PRIME COAT TO SUBGRADE, UTILITY COVER ADJUSTMENTS, PERMITS, SWP3, TEMPORARY ASPHALT WEDGES, CONSTRUCTION STAKING OR LAYOUT, WEEKEND, HOLIDAY, OR NIGHT WORK, AND BOND. IF BOND IS REQUIRED, PLEASE ADD 1% FOR A SUBCONTRACTOR BOND.

**CLARIFICATIONS:** PRICING BASED UPON PROVIDING A KDOT COMMERCIAL CLASS A MIX DESIGN FOR ALL LIFTS OF ASPHALT ACCORDING TO THE BIDDING DOCUMENTS. NO ADDENDUMS ARE ACKNOWLEDGED. BETTIS ASPHALT WILL NOT ACCEPT ANY LIQUIDATED DAMAGES UNLESS A WRITTEN SCHEDULE IS PROVIDED ALLOWING THE REQUIRED DAYS TO COMPLETE OUR SCOPE OF WORK, WITH NO WORK SCHEDULED DURING OUR WINTER SHUT DOWN PERIOD FROM APPROXIMATELY DEC. 1<sup>ST</sup> TO APRIL 1<sup>ST</sup>. BETTIS WILL NOT BE RESPONSIBLE FOR ANY DAMAGE THAT MAY DEVELOP IN EXISTING PAVEMENTS DUE TO CONSTRUCTION ACTIVITIES. ALL UTILITIES IN THE ASPHALT PAVEMENT ARE TO BE PLATED TO ALLOW BETTIS TO PAVE OVER THEM AND THEN ADJUSTED UPON COMPLETION OF THE FINAL LIFT OF PAVEMENT. THIS PROPOSAL DOES NOT INCLUDE COST TO ADJUST OR POUR DIAMONDS AROUND UTILITIES. SUBGRADE PREPARATION & TREATMENT TO BE COMPLETED BY OTHERS TO WITHIN A TOLERANCE OF 0.02' OF GRADE, AND CROSS SLOPE. PROOF-ROLLING OF SUBGRADE TO BE COMPLETED BY OTHERS, WITH ANY SOFT AREAS CORRECTED BEFORE BETTIS MOBILIZES TO INSTALL THE BASE LIFT OF ASPHALT. IF NO PEC IS PROVIDED ALL APPLICABLE SALES TAX SHALL BE ADDED TO THE FINAL INVOICE.

Thank You for considering our bid.

LANGUAGE FROM THIS PROPOSAL SHALL BE INCLUDED IN ANY CONTRACT.

PRICING GOOD FOR 30 DAYS. PAYMENT TERMS: NET 10 DAYS

By: *Brett Danner* 

785-851-0101

ACCEPTANCE OF PROPOSAL

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

Printed Name: \_\_\_\_\_

Office of: President  
To: Board of Directors

From: Eric M. Johnson



Subject: **Consider Approval of the 2024-2034 Airport Joint Use Agreement (AJUA)  
(Board Action Required)**



Date: September 12, 2024

The current Airport Joint Use Agreement (AJUA) is due to expire at the end of this month. We began working on the renewal in October 2023. The AJUA is developed using a cost of services provided by the MTAA to maintain the airfield pavements, safety areas, lighting snow removal operations, etc. The cost of the AJUA is then calculated by determining the percentage of aircraft operations performed by the 190<sup>th</sup> ARW. Runways rubber removal was the responsibility of the 190<sup>th</sup> ARW in the past but will be included in the new agreement. This additional MTAA responsibility has been added to the annual amount to be paid by the 190<sup>th</sup> ARW.

For the period beginning 1 October 2024 and ending 30 September 2034 an amount each year of Two-Hundred Seven Thousand Eight-Hundred Twenty-Two Dollars and Nine Cents (\$207,822.09) payable in equal quarterly installments of Fifty-One Thousand Nine Hundred Fifty-Five Dollars and 52 Cents (\$51,955.52) will be paid to the MTAA. Annual adjustments will be made each Federal Fiscal Year (FFY) based on the change in the Consumer Price Index (CPI) over the previous twelve months.

I request the Board authorize me to sign the Airport Joint Use Agreement covering the period of October 2024 through September 2034.

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

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# **AIRPORT JOINT USE AGREEMENT**

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BETWEEN

**METROPOLITAN TOPEKA AIRPORT AUTHORITY**

AND

**UNITED STATES OF AMERICA**

**(FORBES FIELD)**

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## TABLE OF CONTENTS

RECITALS.....	1
AGREEMENTS.....	1
1. DEFINITIONS.....	2
2. JOINT USE.....	3
3. PORT AUTHORITY RESPONSIBILITIES .....	3
4. GOVERNMENT RESPONSIBILITIES .....	4
5. PAYMENTS .....	4
6. AIRFIELD MANAGEMENT .....	5
7. GOVERNMENT RESERVED RIGHTS .....	5
8. INDEMNIFICATION FOR AIRCRAFT RESCUE AND FIRE FIGHTING .....	6
9. RECORDS AND BOOKS OF ACCOUNT .....	6
10. TERM .....	6
11. TERMINATION.....	6
12. GENERAL PROVISIONS .....	7
13. MAJOR REPAIRS AND NEW CONSTRUCTION.....	9
14. NOTICES.....	9
15. CHANGED CIRCUMSTANCES .....	9

## AIRPORT JOINT USE AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the METROPOLITAN TOPEKA AIRPORT AUTHORITY, a Kansas corporation ("Airport Authority"); and the UNITED STATES OF AMERICA, acting by and through the Chief, National Guard Bureau (Air Force), and the STATE OF KANSAS, acting by and through its Adjutant General (State) collectively, "Government". The Government and the Airport Authority are sometimes referred to collectively in this Agreement as the "Parties" and individually referred to as a "Party."

### RECITAL

A. The Airport Authority owns and operates Forbes Field (Airport), located in the City of Topeka, County of Shawnee, State of Kansas.

B. Title 49, United States Code, Chapter 471, "Airport Development," (49 U.S.C. Sections 47101-47129), provides that each of the Airport's facilities developed with financial assistance from the United States Government (USG) and each of the Airport's facilities usable for the landing and taking off of aircraft always will be available without charge for use by USG aircraft in common with other aircraft, except that if the use is substantial, the U.S. Government may be charged a reasonable share, proportionate to the use, of the cost of operating and maintaining the facility used.

C. The Government requires substantial use of the flying facilities at the Airport for the Kansas Air National Guard, as well as for other occasional transient government aircraft.

D. The Airport authority is agreeable to such substantial use, in common with other users of the Airport, of the flying facilities by the Government under this Agreement.

E. The Government and the Airport Authority desire to provide for the delineation of responsibility for operation and maintenance of the flying facilities used in common with others at the Airport, and to establish the Government's reasonable share, proportional to such use, of the cost of operating and maintaining such jointly used flying facilities as outlined in paragraph 5 herein.

F. The Air Force agrees to make a good faith effort based on its available records, if any, and/or information provided by the Airport Authority or by the Airport's control tower to support the Airport Authority's efforts to identify other United States Government users. All Parties agree that the Airport Authority's efforts to identify all United States Government aircraft landing at the Airport is intended to allow full reimbursement to the Airport Authority for the proportionate share of the total United States Government users (assigned and transient) for the Jointly Used Flying Facilities, as that term is defined below. The Parties agree that renewal of this Agreement will not be delayed if the Airport Authority, through its best efforts, is unable to identify other transient United States Government aircraft landing at the Airport.

G. In accordance with Air Force policy, there shall only be one agreement supporting Air Force military operations for each civil airport used. When more than one Air Force unit regularly uses an airport, the Deputy Assistant Secretary of the Air Force (Installations) will designate a lead unit (normally the Air National Guard through the National Guard Bureau) who will attempt to account for the use by all Air Force activities and be the lead in discussions with the Airport Authority. Any Air Force user that refuses, fails to participate, or does not reply to requests from the Deputy Assistant Secretary of the Air Force (Installations) or his or her representative will be directed to terminate operations at the Airport.

H. All non-Air National Guard/Air Force users will be billed directly by the Airport Authority and pay their fair share, proportionate to their use, directly to the Airport Authority. All other USG agencies including other branches of the U.S. military will need to work directly with the Airport Authority to pay their fair share, proportionate to their use, of the cost of operating and maintaining the Jointly Used Flying Facilities. Those users that refuse, fail to participate, or do not reply to requests from the Airport Authority will be directed by the appropriate authority to terminate operations at the Airport.

#### **AGREEMENT:**

THEREFORE, the Parties agree as follows:

#### **1. DEFINITIONS**

A. For purposes of this Agreement, the Jointly Used Flying Facilities at the Airport as depicted and attached hereto as Exhibit "A", means the runways, taxiways, lighting systems, navigational aids, markings and appurtenances open to public use and used by the Government, including all improvements and facilities pertaining thereto and situated thereon and all future additions, improvements, and facilities thereto as may be added or constructed from time to time. The Jointly Used Facilities do not include land areas used exclusively by the Government or the terminal buildings, hangars, aircraft parking aprons and ramps, or other areas or structures used exclusively by the Airport Authority or its lessees, permittees, or licensees for civilian or commercial purposes.

B. Implementing 49 U.S.C. § 47107(a)(11), 14 United States Code of Federal Regulation Part 152, Appendix D, paragraph 26, Federal Aviation Administration (FAA) Airport Compliance Manual Order 5190.6B, § 7.14(a) and § 3.20(a); Grant Assurance 27 (Use by Federal Government Aircraft); define "substantial use" as the existence of one of the following conditions: (1) five or more federal government aircraft are regularly based at the airport or land adjacent to the airport, (2) federal government aircraft make 300 or more total calendar month operations (each landing and takeoff is a separate operation), (3) the gross cumulative weight of federal government aircraft using the airport in a calendar month exceeds 5,000,000 pounds (total operations of federal government aircraft multiplied by the gross certified weights of such aircraft). "Federal

government aircraft” means the collective use by United States aircraft and not individual branches or bureaus of the United States military, for purposes for defining *substantial use* only, herein.

## **2. JOINT USE**

Subject to the terms and conditions of this Agreement, the Government shall have the use, in common with other users of the Airport, present and prospective, of the Jointly Used Flying Facilities, together with all necessary and convenient rights of ingress and egress to and from the Jointly Used Flying Facilities and the Kansas Air National Guard installation and other Government facilities located on the Airport. Routes for ingress and egress for the Government's employees, agents, customers and contractors shall not unduly restrict the Government in its operations.

## **3. AIRPORT AUTHORITY RESPONSIBILITIES**

The Airport Authority will be responsible for performance of the following services and functions, to standards in accordance with Paragraph 6 below:

a. Furnishing all personnel, materials and equipment required in the rendering of the services to be provided under the Agreement.

b. Performing any and all maintenance of the Jointly Used Flying Facilities, including but not limited to:

(1) Joint sealing, crack repair, surface repairs, airfield markings and repair or replacement of damaged sections of airfield pavement, including rubber removal of Runway 13-31 and 3-21;

(2) Runway, taxiway, and approach lighting and the regulators and controls therefor, other than those owned, operated and maintained by the Federal Aviation Administration (FAA);

(3) Beacons, obstruction lights, wind indicators, and other navigational aids (except TACAN), other than those owned, operated and maintained by the Federal Aviation Administration (FAA);

(4) Grass cutting and grounds care, drainage, and dust and erosion control of unpaved areas, adjacent to runways and taxiways;

(5) Sweeping runways and taxiways;

(6) Controlling insects and pests;



(7) Removing snow, ice and other hazards from runways and taxiways within a reasonable time after such runways and taxiways have been so encumbered.

c. Furnishing utilities necessary to operate the Jointly Used Flying Facilities.

d. Removing disabled civil aircraft as expeditiously as possible, subject to the rules and regulations of the National Transportation Safety Board, in order to minimize the time in the Jointly Used Flying Facilities, or any part thereof, would be closed because of such aircraft.

#### **4. GOVERNMENT RESPONSIBILITIES**

The Government will be responsible for the following:

a. Removing disabled Air Force aircraft as expeditiously as possible in order to minimize the time the Jointly Used Flying Facilities, or any part thereof, would be closed because of such aircraft.

b. Subject to availability of appropriations therefor, in accordance with 28 U.S.C. Chapter 171, Airport Authority claims for repairing damage to the Jointly Used Flying Facilities to the extent that such damage is caused solely by Air Force aircraft operations and is in excess of the fair wear and tear, see Exhibit “B” Standard Form 95.

#### **5. PAYMENTS**

a. In consideration of and for the faithful performance of this Agreement, and subject to the availability of federal and state appropriations and Paragraph 8 below, the Government, as its proportionate share of the cost of operating and maintaining the Jointly Used Flying Facilities for the entire term of the Agreement, shall pay to the Airport Authority the following amounts:

(1) For the period beginning 1 October 2024 and ending 30 September 2034 an amount each year of TWO-HUNDRED SEVEN THOUSAND EIGHT-HUNDRED TWENTY-TWO DOLLARS and 9/100 (\$207,822.09) payable in equal quarterly installments of FIFTY-ONE THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS and 52/100 (\$51,955.52). The total amount shall be issued by the State. Seventy-five percent (75%) of the payment, in the amount of ONE HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-SIX DOLLARS and 57/100 (\$155,866.57) shall be reimbursed to the State by the Air Force.

(2) The overall Consumer Price Index (CPI) will be validated for changes, annually. The Bureau of Labor and Statistics (BLS) posts the overall change for the past 12 months (Jan-Dec) of the past year, on February of the following year. If there is a difference from the negotiated CPI of 3%, the payment on the last quarter of the fiscal year (July – September) will be adjusted. The Government will notify the Authority and all Parties in writing, for any change in CPI and the year’s AJUA fee. See Exhibit C – Calculation – Proportionate Use & AJUA Fee – Forbes Field.

b. Payments for the periods set out in Paragraph 5a above shall be made upon submission of appropriate invoices to the Government as designated in Paragraph 5c below; provided, however, that if during the term of this Agreement, sufficient funds are not available through the annual appropriations at the beginning of any fiscal year to carry out the provisions of this Agreement, the Government will so notify the Airport Authority in writing.

c. Bills for the payments provided hereunder shall be directed to:

190 ARW/CE  
Forbes Field (ANG)  
5920 Southeast Coyote Drive  
Topeka, Kansas 66619-5370

or to such other address as the Government may from time to time provide to the Airport Authority in writing.

d. Each or Any Party may request renegotiation of this Agreement if either Party require services not contemplated by this Agreement, or proposes to reduce or eliminate services or responsibilities it undertakes to provide under this Agreement.

## **6. AIRFIELD MANAGEMENT**

a. The Airport Authority agrees that maintenance of the Jointly Used Flying Facilities shall, at all times, be in accordance with FAA standards for the operation of a commercial airport and operation of jet aircraft.

b. The Government agrees that any markings and equipment installed by it pursuant to Paragraph 7 of the Agreement shall not be in conflict with FAA standards and shall be coordinated with the Airport Authority in advance.

c. The Government acknowledges that the Airport Authority has the responsibility for orderly and efficient operation of the Airport for civil aviation purposes in accordance with established requirements. The Parties will cooperate with each other to the extent practicable, consistent with military operations as determined by the Government, to promote such orderly and efficient Airport operations.

## **7. GOVERNMENT RESERVED RIGHTS**

The Government reserves the right, at its sole cost and expense and subject to Paragraph 6b above, to:

- a. Provide and maintain in the Jointly Used Flying Facilities airfield markings required solely for military aircraft operations.
- b. With prior written notice to the Airport Authority of not less than 90 calendar days, install, operate and maintain in the Jointly Used Flying Facilities any and all additional equipment, necessary for the safe and efficient operation of military aircraft including but not limited to arresting systems and navigational aids.
- c. Any markings or equipment installed, used or maintained by the Government pursuant to this Section 7 shall not be in conflict with all applicable FAA regulations and standards.

## **8. INDEMNIFICATION FOR AIRCRAFT RESCUE AND FIRE FIGHTING**

a. The Parties to this Agreement have entered into a separate reciprocal fire protection agreement on 19 May 2022, which sets forth each party's responsibilities of aircraft rescue and firefighting services.

## **9. RECORDS AND BOOKS OF ACCOUNT**

The Airport Authority agrees to keep records and books of account, showing the actual cost to it of all items of labor, materials, equipment, supplies, services, and other expenditures made in fulfilling the obligations of this Agreement. The Comptroller General of the United States or any of his or her duly authorized representatives shall, until the expiration of three (3) years after final payment, have access at all times to such records and books of account, or to any directly pertinent books, documents, papers, and records of any of the Airport Authority's contractors or subcontractors engaged in the performance of and involving transactions related to this Agreement. The Airport Authority further agrees that representatives of the Air Force Audit Agency or any other designated representative of the Government shall have the same right of access to such records, books of account, documents and papers as is available to the Comptroller General.

## **10. TERM**

This Agreement shall be effective for a term of ten (10) years beginning October 1, 2024, and ending on September 30, 2034.

## **11. TERMINATION**

a. This Agreement may be terminated by the Government with or without cause at any time by giving at least one hundred eighty (180) days' notice thereof in writing to the other Parties.

b. The Government, by giving written notice to the Airport Authority, may terminate the right of the Airport Authority to proceed under this Agreement if it is found, after notice and hearing by the Secretary of the Air Force or his or her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Airport Authority, or any agent or representative of the Airport Authority, to any officer or employee of the Government with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement, provided that the existence of the facts upon which the Secretary of the Air Force or his or her duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

c. In the event this Agreement is terminated as provided in subparagraph 11a above, the Government shall be entitled to pursue the same remedies against the Airport Authority as the Government could pursue in the event of a breach of the Agreement by the Airport Authority and in addition to any other damages to which it may be entitled by law, the Federal Government shall be entitled to exemplary damages in an amount (as determined by the Secretary of the Air Force or his or her duly authorized representative) which shall be not less than three (3) or more than ten (10) times the costs incurred by the Airport Authority in providing any such gratuities to any such officer or employee.

d. The rights and remedies of the Government provided in subparagraph 11b above shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **12. GENERAL PROVISIONS**

a. Compliance with Law. The Airport Authority shall comply with all Federal, state and local laws, rules and regulations applicable to the activities conducted under this Agreement.

b. Assignment. The Airport Authority shall neither transfer nor assign this Agreement without the prior written consent of the Government, which shall not be unreasonably withheld or delayed.

c. Liability. Except as otherwise provided in this Agreement, neither Party shall be liable for damages to property or injuries to persons arising from acts of the other in the use of the Jointly Used Flying Facilities or occurring as a consequence of the performance of responsibilities under this Agreement.

d. Third Party Benefit. No member or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

e. Entire Agreement. It is expressly agreed that this written instrument embodies the entire financial arrangement and agreement of the Parties regarding the use of the Jointly Used

Flying Facilities by the Government, and there are no understandings or agreements, verbal or otherwise, between the Parties in regard to it except as expressly set forth herein. Specifically, no landing fees or other fees not provided in this Agreement will be assessed by the Airport Authority against the Government in the use of the Jointly Used Flying Facilities during the term of this Agreement.

f. Modification. This Agreement may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties hereto.

g. Waiver. The failure of any Party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions, covenants, or provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to the future performance of any such terms, conditions, covenants, or provisions. No provision of this Agreement shall be deemed to have been waived by any Party unless such waiver be in writing signed by such Party.

h. Paragraph Headings; Recitals. The brief headings or titles preceding each Paragraph and subparagraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Agreement. Each of the recitals set forth above are hereby incorporated into the Parties' Agreement as if fully restated herein.

i. Executory Clause. In accordance with 31 U.S.C. § 1341, the Government shall have no responsibility under this Agreement to the Airport Authority or to anyone else beyond funds appropriated and available for this Agreement.

j. Jurisdiction and Governing Law. The Agreement shall be governed and construed with the laws of the State of Kansas, and the federal laws of the United States of America. In the event that this Agreement, or any portion of it, or the operations contemplated by it are found to be inconsistent with or contrary to laws or official orders, rules, or regulations of the United States, then the laws of the United States shall control. This Agreement then shall be modified accordingly, and, as so modified, shall continue in full force and effect. The federal courts shall have jurisdiction for this Agreement.

k. Construction. This Agreement is intended to express the mutual intent of the Parties and, irrespective of the identity of the Party preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the Party preparing a document shall be applied.

l. Signing Authority. Each Party represents and warrants to the other Party that the individuals signing this Agreement on behalf of such Party are authorized to do so and the Party has secured all necessary approvals and authorizations prior to the signing of this Agreement.

### **13. MAJOR REPAIRS AND NEW CONSTRUCTION**

a. Major repair projects and/or new construction projects required for the Jointly Used Flying Facilities (collectively, "Joint Use Projects") are not included under this Agreement. Any Government contribution to Joint Use Projects shall be the subject of separate negotiations and written agreement between the Airport Authority and the Government at such time as the work is required. Any Government participation in the costs of Joint Use Projects is subject to the availability of Federal funds for such purpose at the time the work is required.

### **14. NOTICES**

No notice, order, direction, determination, requirement, consent or approval under this Agreement shall be of any effect unless it is in writing and addressed as provided herein.

a. Written communications to the Airport Authority shall be addressed to:

Metropolitan Topeka Airport Authority  
P.O. Box 19053  
Topeka, Kansas 66619

b. Written communications to the Government shall be in duplicate with copies to the United States of America and the State of Kansas addressed respectively, as follows:

To the United States of America:

NGB/A4  
3501 Fetchet Avenue  
Joint Base Andrews, Maryland 20762-5157

To the State of Kansas:

The Adjutant General  
2800 SW Topeka Blvd  
Topeka, Kansas 66611-1287

### **15. CHANGED CIRCUMSTANCES**

The Parties acknowledge that compliance with any federal legislative action or other federal Executive action (whether issued before or after the effective date of this Agreement) affecting this Airport Joint Use Agreement, including but not limited to (i) Base Realignment and Closure Act or (ii) modification of ANG mission, or Secretary of the Air Force basing decisions may require that amendment(s) be made to this Airport Joint Use Agreement.

**~ BALANCE OF PAGE INTENTIONALLY LEFT BLANK~**

IN WITNESS WHEREOF, the respective duly authorized representatives of the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Dated: \_\_\_\_\_

Metropolitan Topeka Airport Authority

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

(Title) \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF KANSAS

Coordinated with:

\_\_\_\_\_  
U.S. Property & Fiscal Officer

By: \_\_\_\_\_  
The Adjutant General

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

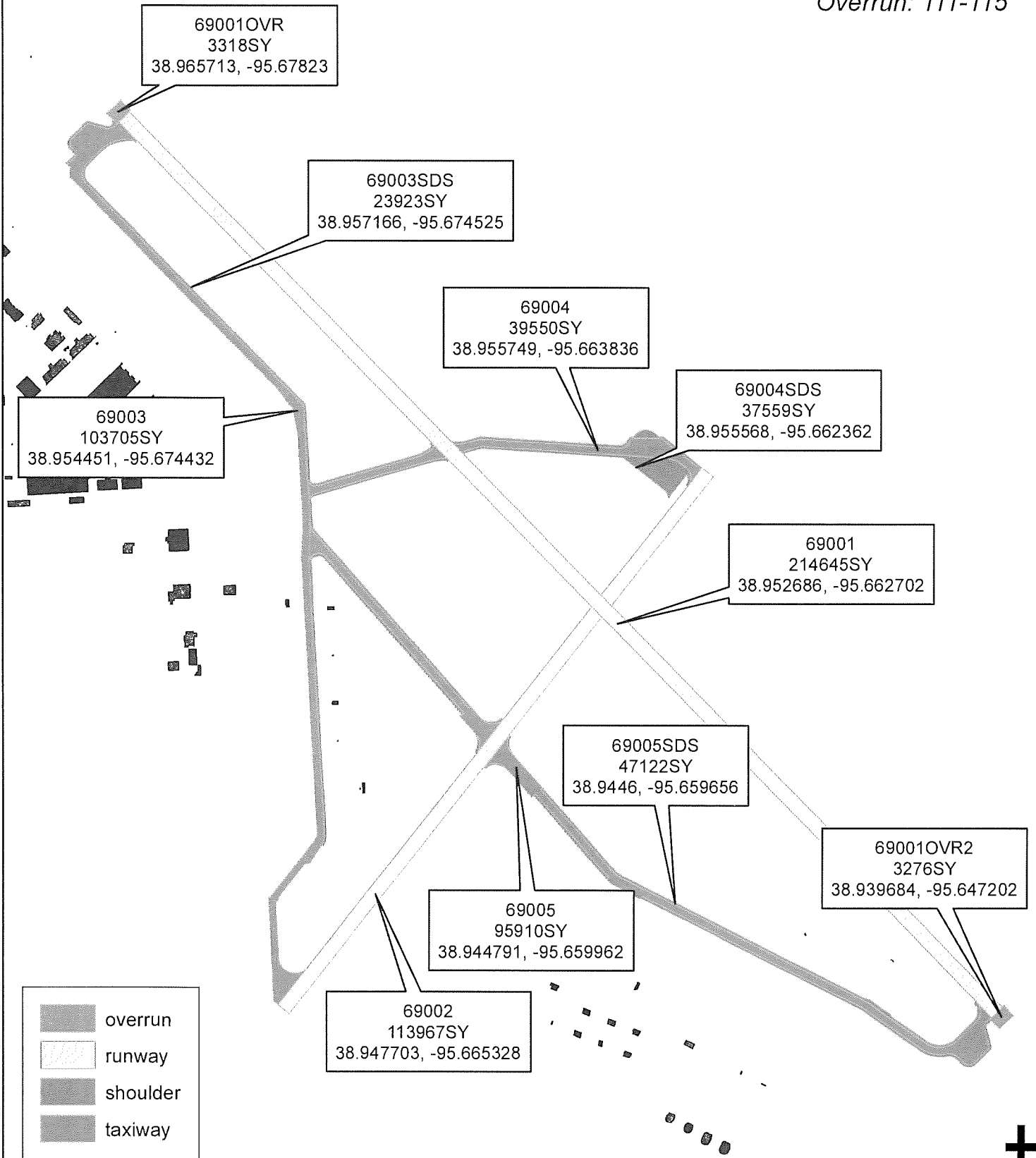
UNITED STATES OF AMERICA

By: \_\_\_\_\_  
For the Chief, National Guard Bureau



# Airfield Pavement

Runway: 111-111  
Taxiway: 112-211  
Shoulder: 116-142  
Overrun: 111-115



# Exhibit B - Standard Form 95

<b>CLAIM FOR DAMAGE, INJURY, OR DEATH</b>		<b>INSTRUCTIONS:</b> Please read carefully the instructions on the reverse side and supply information requested on both sides of this form. Use additional sheet(s) if necessary. See reverse side for additional instructions.		FORM APPROVED OMB NO. 1105-0008	
1. Submit to Appropriate Federal Agency:			2. Name, address of claimant, and claimant's personal representative if any. (See instructions on reverse). Number, Street, City, State and Zip code.		
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input type="checkbox"/> CIVILIAN		4. DATE OF BIRTH	5. MARITAL STATUS	6. DATE AND DAY OF ACCIDENT	
7. TIME (A.M. OR P.M.)					
8. BASIS OF CLAIM (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof. Use additional pages if necessary).					
<b>9. PROPERTY DAMAGE</b>					
NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, Street, City, State, and Zip Code).					
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF THE DAMAGE AND THE LOCATION OF WHERE THE PROPERTY MAY BE INSPECTED. (See instructions on reverse side).					
<b>10. PERSONAL INJURY/WRONGFUL DEATH</b>					
STATE THE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE THE NAME OF THE INJURED PERSON OR DECEDENT.					
<b>11. WITNESSES</b>					
NAME			ADDRESS (Number, Street, City, State, and Zip Code)		
12. (See instructions on reverse). <b>AMOUNT OF CLAIM</b> (in dollars)					
12a. PROPERTY DAMAGE		12b. PERSONAL INJURY		12c. WRONGFUL DEATH	12d. TOTAL (Failure to specify may cause forfeiture of your rights).
<b>I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE INCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM.</b>					
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side).				13b. PHONE NUMBER OF PERSON SIGNING FORM	14. DATE OF SIGNATURE
<b>CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM</b>				<b>CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS</b>	
The claimant is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages sustained by the Government. (See 31 U.S.C. 3729).				Fine, imprisonment, or both. (See 18 U.S.C. 287, 1001.)	

**INSURANCE COVERAGE**

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of the vehicle or property.

15. Do you carry accident Insurance?  Yes If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number.  No

16. Have you filed a claim with your insurance carrier in this instance, and if so, is it full coverage or deductible?  Yes  No 17. If deductible, state amount.

18. If a claim has been filed with your carrier, what action has your insurer taken or proposed to take with reference to your claim? (It is necessary that you ascertain these facts).

19. Do you carry public liability and property damage insurance?  Yes If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code).  No

**INSTRUCTIONS**

**Claims presented under the Federal Tort Claims Act should be submitted directly to the "appropriate Federal agency" whose employee(s) was involved in the incident. If the incident involves more than one claimant, each claimant should submit a separate claim form.**

**Complete all items - Insert the word NONE where applicable.**

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE, AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY

Failure to completely execute this form or to supply the requested material within two years from the date the claim accrued may render your claim invalid. A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

If instruction is needed in completing this form, the agency listed in item #1 on the reverse side may be contacted. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplementing regulations. If more than one agency is involved, please state each agency.

The claim may be filled by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with the claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

If claimant intends to file for both personal injury and property damage, the amount for each must be shown in item number 12 of this form.

DAMAGES IN A **SUM CERTAIN** FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN **TWO YEARS** AFTER THE CLAIM ACCRUES.

The amount claimed should be substantiated by competent evidence as follows:

- (a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of the injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.
- (b) In support of claims for damage to property, which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.
- (c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.
- (d) **Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.**

**PRIVACY ACT NOTICE**

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.  
 A. *Authority:* The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 28 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.

- B. *Principal Purpose:* The information requested is to be used in evaluating claims.
- C. *Routine Use:* See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.
- D. *Effect of Failure to Respond:* Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid."

**PAPERWORK REDUCTION ACT NOTICE**

This notice is solely for the purpose of the Paperwork Reduction Act, 44 U.S.C. 3501. Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Director, Tort Branch, Attention: Paperwork Reduction Staff, Civil Division, U.S. Department of Justice, Washington, DC 20530 or to the Office of Management and Budget. Do not mail completed form(s) to these addresses.

**Exhibit C. CALCULATIONS (Determination of Proportionate of Use and AJUA Fee Cost)**

**A. Determination of Proportionate Use**

Proportionate use will be determined by using the number of ANG flight operations collected and confirmed by local ANG unit and divided by the total flight operations on the **civilian** runways based on ATCT data. Use the formula below to calculate the ANG (AF) Share percentage of the total operations at Forbes Field:

**1. Total ANG Aircraft Operations data for all runways / Total Flight Operations at (insert Airport Name) = Percentage (%) of ANG flight operations**

FLIGHT OPERATIONS: Oct 2022 p

Total Operations	Civilian	Total Military	Air Force (ANG)
18,325	6,486 (35.39%)	11,839 (64.61%)	2,593 (14.15%)

**B. AJUA Fee Cost Calculation for Base Year**

The Government will pay for their fair-share portion of the amounts paid by Forbes Field for routine airfield repair costs. These routine costs are specified in AFI 10-1002, paragraph 4.3.7.1 and include: Rubber removal, joint repair, and slab repair for the runways and taxiways located in the JUFF. *If the Government a service to the Civilian Airport, (ARFF support, ATC, snow removal, etc.) it will be deducted as a cost avoidance.* Use the formula below to calculate the ANG cost share of the total maintenance cost of JUFF at Forbes Field:

**1. Total of allowable Maintenance costs [minus ANG Cost Avoidance (if applicable)] x % of ANG landings = ANG (AF) Fair Share Costs**

Allowable Cost Total	Cost Avoidance	Percentage of ANG (AF) Landings
\$ 1,243,840.00	None applicable	14.15%

The airfield data at Attachment C part A.1 reveals that, the calculation of the percentage of ANG (AF) operations was determined to be **14.15%**. At the same time, total Forbes Field expenditures for rubber removal, slab and joint repair for the JUFF for the year 2023, shown above, was **\$1,243,840.00**. The ANG has no cost avoidance. Per Part B, the fair share costs for the initial year period under this agreement is [\$1,243,840.00(minus cost avoidance) x 14.15%], as the **base fee of \$176,004.00**.

**C. Annual AJUA Fee Calculation**

The Annual Fee is calculated with annual 3% CPI for the next 10-year total is \$1,146,387.93 (see Exhibit C.1 below). The **annual average fee is \$207,822.09**. This Annual Fee will be recalculated yearly against the posted CPI overall annual change (see Exhibit C.2 below).

The Bureau of Labor and Statistics (BLS) posts the Consumer Price Index (CPI) overall change for the past 12 months (Jan-Dec) of the past year, on the month of February of the following year. It is posted in <https://www.bls.gov/news.release/cpi.toc.htm> Economic News Release - Consumer Price Index Summary Table 4 Consumer Price Index for All Urban Consumers (CPU-U): Selected areas, all items index. If there is a difference from the negotiated **CPI of 3%**, the payment on the last quarter of the fiscal year (July –

September) will be adjusted. The Government will notify the Authority and all Parties of the results of recalculation, in writing.

Exhibit C.1 Annual AJUA Fee Calculation Example

Annual CPI	Annual Increase per CPI	\$176,004.00	Base Line AJUA Payment
3%	\$5,280.12	\$ 181,284.26	Year 1
3%	\$5,438.53	\$ 186,722.79	Year 2
3%	\$5,601.68	\$ 192,324.47	Year 3
3%	\$5,769.73	\$ 198,094.21	Year 4
3%	\$5,942.83	\$ 204,037.03	Year 5
3%	\$6,121.11	\$ 210,158.14	Year 6
3%	\$6,304.74	\$ 216,462.89	Year 7
3%	\$6,493.89	\$ 222,956.78	Year 8
3%	\$6,688.70	\$ 229,645.48	Year 9
3%	\$6,889.36	\$ 236,534.84	Year 10
		\$ 2,078,220.90	10-year total
		<b>\$207,822.09</b>	<b>(Ten year total /10 = Annual AJUA fee)</b>
		<b>\$51,955.52</b>	<b>Quarterly payments</b>

Exhibit C.2 CPI Annual Recalculation Example (using the information in Exhibit C.1)

Posted change from BLS website	3.10%
Difference from negotiated CPI (of 3%)	0.10%
Calculated cost difference	\$207.82 (increase)
Fourth Quarter payment	\$52,163.34

Maintenance Report  
August 12, 2024 – September 6, 2024

08/12/24

- Trimmed mowed Industrial Park
- Picked up parts for Billard - Restaurant
- Met with contractor for lighting control (dimming lights in Billard Terminal)
- Met with contractor on hot water tank at Billard Terminal
  - Water Testing
  - Airfield Inspection and Repairs as Needed

08/13/24

- Finished mowing AOA
- Started mowing 31 light lane
- Bldg. #248 – removed broken garage door and cut in new framed opening to 10'x8' and cleaned out trash
- Worked on getting fence down at at Bldg. #183 so we can cut down trees and remove trash and then reinstall fence
- Water Testing
- Airfield Inspection and Repairs as Needed

08/14/24

- Continued reinstall of fence and trash removal at Bldg. #183
- Continued mowing 31 light lane
- Dug out plugged storm drain at Bldg. #224
- Got trim mower ready for tomorrow
- Met with tenants at Bldg. #624
- Fixed plug at Billard Restaurant
- Removed bent shaft from makeup air unit and took to get fixed
- Water Testing
- Airfield Inspection and Repairs as Needed

08/15/24

- Installed shaft in makeup air unit, waiting on McElroys to finish set up on unit
- Trim mowed lights and signs on AOA
- Finished installing fence at Bldg. #183
- Started filling large pot holes in drive at Bldg. #225
- Hauled asphalt millings for drive at Bldg. #248
- Started repair of a hangar door at Billard due to storm damage
- Worked with Pat the Plumber at Police & Fire
- Assisted Debacker at Admin.
- Water Testing
- Airfield Inspection and Repairs as Needed

Maintenance Report  
August 12, 2024 – September 6, 2024

08/16/24

- Worked on putting down and smoothing asphalt millings at Bldg. #248
- Worked with McElroys at Terminal for makeup air unit – final set up
- Finished working on hangar door at Billard
- Worked on Police & Fire door switches
- Met with tenants on design plans
- Trimmed around shop fence
- Water Testing
- Airfield Inspection and Repairs as Needed

08/19/24

- Trim mowed lower Charlie to get ready for crack sealing
- Started building frames for Hangar #28 at Billard
- Worked on getting crack sealer out of the Hay Barn
- Worked with electrical contractor for the Alpha-Delta project
- Picked up pallet of asphalt patch

08/20/24

- Worked on Hangar #28 door at Billard
- Worked on asphalt patch on Alpha and lower Charlie
- Worked on door frame at Bldg. #248

08/21/24

- Crack sealed Alpha
- Finished installing doors on Hangar #28 at Billard
- Finished work needed in Bldg. #248

08/22/24

- Crack sealed lower Charlie
- Worked on perimeter road
- Finished work on Hangar #28 door replacement got ready for paint
- Dug out crack sealer blocks from Hay Barn

08/23/24

- Crack sealed lower Charlie
- Replaced glass shop door
- Painted door on Hangar #28 at Billard

Maintenance Report  
August 12, 2024 – September 6, 2024

08/26/24

- Trim mowed lights and signs on the AOA
- Made parts list for Bldg. #151
- Cut plexiglass and installed in shop door for broken window
- Repaired perimeter fence that was damaged by a vehicle pursuit
- Checked rest of perimeter fence for the cars exit (found on 190<sup>th</sup> side)
- Fixed trim mower at Billard
- Mowed clay pile for contractors

08/27/24

- Installed beacon lights on shop trucks
- Trim mowed Industrial Park
- Turned over dirt piles in ammo area to help stop bird nesting
- Started getting paint and paint bikes ready for use
- Got weed eaters ready for tomorrow
- Followed Browns Trucking to Hoyt Truck Repair

08/28/24

- Weed eat all movement areas as needed at Billard
- Finished getting paint bikes ready and started mixing paint
- Finished trim mowing Industrial Park
- Replaced bad switch at dispatch console board
- Installed lights and tool boxes on new trucks

08/29/24

- Trimmed taxiway painted lines on Alpha
- Started mowing Industrial Park
- Mixed paint to get ready for use

08/30/24

- Continued mowing Industrial Park
- Trouble shoot lights at Police & Fire, ordered new led lights and switches
- Met with Contractors
- Picked up trucks from TBS
- Picked up truck from Ford – warranty work

09/02/24



Maintenance Report  
August 12, 2024 – September 6, 2024

- Labor Day

09/03/24

- Mowed AOA Safety Areas
- Set up paint bikes, got paint mixed and loaded on flatbed truck
- Got glass beads loaded
- Finished weeding all painted markings on taxiways

09/04/24

- Painted upper Charlie and half of lower Charlie

09/05/24

- Trim mowed around lights and signs on the AOA
- Mowed Safety Areas
- Moved all plow trucks to SRE Bldg.
- Brought equipment back to Forbes from Billard
- Sharpened batwing mower blades

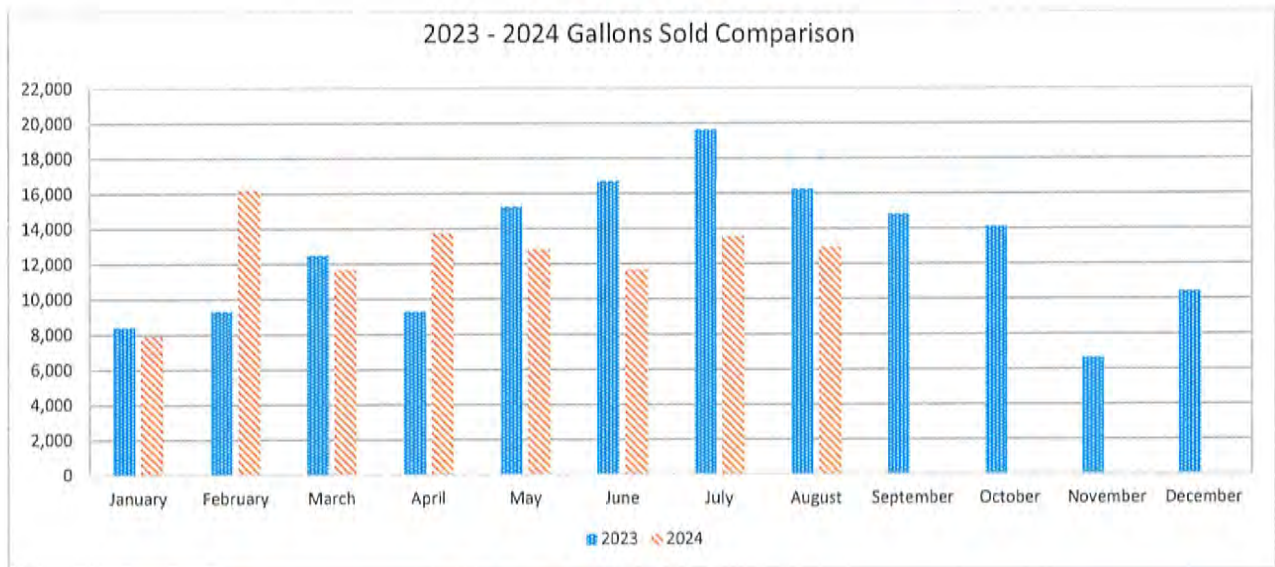
09/06/24

- Finished mowing safety areas on the AOA
- Loaded and unloaded concrete blocks to protect FAA electrical rack in the Alpha/Delta Project
- Cleaned shop
- Checked and topped off all generators with fuel
- Restocked bathrooms at Terminal
- Box Bladed haul route
- Stacked up dirt pile in the ammo area
- Started spraying weeds along fence area of the new fuel farm

Sales By Product Summary  
 Receipt Date : 01-Aug-24 to 31-Aug-24  
 Products : All

Product	Remittance Report	Quantity	Product Total	Tax	Total Sales
Avgas 100LL	Cash	502.6	\$ 2,785.51	\$ 260.42	\$ 3,045.93
Avgas 100LL	Credit Card	3,392.5	\$ 19,136.22	\$ 1,789.27	\$ 20,925.49
Avgas 100LL	Contract Fuel	-	\$ -	\$ -	\$ -
Tax Exempt Avgas	Cash	415.0	\$ 2,411.20	\$ -	\$ 2,411.20
Tax Exempt Avgas	Credit Card	62.7	\$ 364.30	\$ -	\$ 364.30
	<b>SUB</b>	<b>4,372.80</b>	<b>\$ 24,697.23</b>	<b>\$ 2,049.69</b>	<b>\$ 26,746.92</b>
Jet A Fuel with FSII Additive	Cash	1150	\$ 4,333.76	\$ 405.20	\$ 4,738.96
Jet A Fuel with FSII Additive	Contract Fuel	1010	\$ -	\$ -	\$ -
Jet A Fuel with FSII Additive	Credit Card	3684	\$ 15,005.05	\$ 1,125.15	\$ 16,130.20
Jet A Tax Exempt	Cash	2692	\$ 10,528.72	\$ -	\$ 10,528.72
	<b>SUB</b>	<b>8,536.00</b>	<b>\$ 29,867.53</b>	<b>\$ 1,530.35</b>	<b>\$ 31,397.88</b>
	<b>TOTAL</b>	<b>12,908.80</b>	<b>\$ 54,564.76</b>	<b>\$ 3,580.04</b>	<b>\$ 58,144.80</b>

Tenant	Quantity	Sales	
T-Hangar sales	1,125.60	\$ 6,822.12	12%
TAC	364.30	2,205.36	4%
Post 8	78.40	474.44	1%
State Aircraft		13,335.01	23%
Newcomer	450.00	1,851.84	3%
Jetz	700.00	2,887.12	5%
Top Aviation Services	679.90	4,083.70	7%
Military	-	-	0%
	<b>3,398.20</b>	<b>\$ 31,659.59</b>	



DELINQUENT ACCOUNTS AS OF AUGUST 31, 2024												
NAME OF BUSINESS		TOTAL PAST DUE	CURRENT 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	C O L	
<b>TOPEKA REGIONAL BUSINESS CENTER:</b>												
BME Home	Rent/FC	\$9,501.41	\$4,786.07	\$4,715.34						X		
Brackett Inc.	Rent/FC	\$28,380.27	\$4,933.93	\$4,959.05	\$4,983.80	\$5,008.18	\$8,495.31	X	X	X		
<b>SUBTOTAL</b>		<b>\$37,881.68</b>	<b>\$9,720.00</b>	<b>\$9,674.39</b>	<b>\$4,983.80</b>	<b>\$5,008.18</b>	<b>\$8,495.31</b>					
<b>TOPEKA REGIONAL AIRPORT:</b>												
Breeze Airways	Charter landing fees	\$818.80	\$0.00	\$0.00	\$0.00	\$0.00	\$818.80			X		
Eastern Airlines	Charter landing fees	\$12,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,040.00			X		
Freeman Holdings, LLC	Rent/FC	\$295,294.44	\$4,364.00	\$4,299.51	\$4,235.93	\$0.00	\$282,395.00	X	X			
STM Charters	Charter landing fees	\$74.50	\$0.00	\$0.00	\$0.00	\$0.00	\$74.50			X		
<b>SUBTOTAL</b>		<b>\$308,227.74</b>	<b>\$4,364.00</b>	<b>\$4,299.51</b>	<b>\$4,235.93</b>	<b>\$0.00</b>	<b>\$295,328.30</b>					
<b>PHILIP BILLARD:</b>												
<b>SUBTOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>					
<b>WATER &amp; SEWER:</b>												
<b>SUBTOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>					
<b>GRAND TOTALS</b>		<b>\$346,109.42</b>	<b>\$14,084.00</b>	<b>\$13,973.90</b>	<b>\$9,219.73</b>	<b>\$5,008.18</b>	<b>\$303,823.61</b>					

**ACTION LEGEND:**  
 TEL - CONTACTED BY TELEPHONE  
 LTR - SENT STATEMENT, LETTER, EMAIL  
 AGR - PAYMENT AGREEMENT  
 COL - SUBMITTED FOR COLLECTION