



## The City of Lee's Summit

### Final Agenda

#### Board of Aeronautic Commissioners

Monday, December 9, 2019

7:00 PM

Council Committee Conference Room 1-114

City Hall

220 SE Green St.

Lee's Summit, MO 64063

---

- A. Call to Order
- B. Roll Call
- 1. Approval of Agenda
- 2. Approval of Action Letter
  - A. [2019-3182](#) Action Letter dated September 30, 2019
- 3. Public Comments
- 4. Business
  - A. [TMP-1451](#) An Ordinance authorizing the execution of a Corporate Aircraft Association preferred FBO agreement by and between the City of Lee's Summit, Missouri and the Corporate Aircraft Association to offer preferred pricing discounts on Jet-A fuel to CAA members.  
*Presenter:* Joel Arrington, Assistant Airport Manager
  - B. [TMP-1452](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.  
*Presenter:* Presenter: Bob Hartnett - Deputy Director of Public Works/Administration
  - C. [2019-3185](#) Airport Financial Report Fiscal Year Ended June 30, 2019.  
*Presenter:* Darlene Pickett, Controller
  - D. [2019-3184](#) Staff Report, Fuel Sales & Fuel History  
*Presenter:* John Ohrazda, Airport Manager
- 5. Roundtable
- 6. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"



## Packet Information

---

**File #:** 2019-3182, **Version:** 1

---

Action Letter dated September 30, 2019

Approval of Action Letter dated September 30, 2019

Recommendation: I move for approval of the Action Letter dated September 30, 2019.

**The City of Lee's Summit**  
**Action Letter**  
**Board of Aeronautic Commissioners**

Monday, September 30, 2019

5:30 PM

Council Committee Conference Room 1-114

City Hall

220 SE Green Street

Lee's Summit, MO 64063

---

A. Call to Order

Chairman Mall called the September 30, 2019, Board of Aeronautic Commissioners meeting to order at 5:36 p.m. Notice of said meeting was provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

B. Roll Call

Guests in attendance were Andy Bodine, CMT; and John Barker, Renaissance Infrastructure and former City of Lee's Summit employee.

**Present:** 5 - Chairperson Phil Mall  
City Council Liaison Rob Binney  
Commissioner James Brady  
Commissioner Darryl Nelson  
Commissioner Kirk Fletcher

**Absent:** 4 - Vice Chair Paula Derks  
Commissioner Joseph Towns  
Commissioner Tom Townsend  
Commissioner Molly Waller

1. Approval of Agenda

**A motion was made by Commissioner Nelson, seconded by Commissioner Brady, that the agenda of September 30, 2019 be approved. The motion carried unanimously 5-0. (Vice Chair Derks, Commissioner Townsend, Commissioner Towns and Commissioner Waller absent).**

2. Approval of Action Letter

A. [2019-3055](#) Action Letter dated August 12, 2019

**A motion was made by Commissioner Nelson, seconded by Commissioner Fletcher, to approve the August 12, 2019 Action Letter. The motion carried unanimously 5-0. (Vice Chair Derks, Commissioner Townsend, Commissioner Towns, and Commissioner Waller absent).**

3. Public Comments

4. Business

A. [BILL NO. 19-226](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the

Board of Aeronautic Commissioners

Action Letter

September 30, 2019

---

City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible preliminary project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport. (BOAC 9/30/19) (PWC 10/07/19)

A motion was made by Commissioner Brady, seconded by Commissioner Nelson, to recommend to City Council approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible project costs towards the preparation of the Airport Master Plan Update - Phase 1 for the Lee's Summit Municipal Airport. (The motion carried unanimously 5-0). (Vice Chair Derks, Commissioner Townsend, Commissioner Towns, and Commissioner Waller absent).

- B. [BILL NO. 19-227](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport. (BOAC 9/30/19) (PWC 10/07/19)

A motion was made by Commissioner Nelson, seconded by Commissioner Fletcher, to recommend to City Council approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport. (The motion carried unanimously 5-0). (Vice Chair Derks, Commissioner Townsend, Commissioner Towns, and Commissioner Waller absent).

- C. [BILL NO. 19-228](#) An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1. (BOAC 9/30/19) (PWC 10/07/19)

A motion was made by Commissioner Fletcher, seconded by Commissioner Brady, to recommend to City Council approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1. (The motion carried unanimously 5-0). (Vice Chair Derks, Commissioner Townsend, Commissioner Towns, and Commissioner Waller absent).

- D. [BILL NO. 19-229](#) An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update. (BOAC 9/30/19, PWC 10/07/19)

A motion was made by Commissioner Brady, seconded by Commissioner Nelson, to recommend to City Council approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for on-call yearly professional land surveying services. A one-year contract with four possible one-year renewal options. And authorizing the City Manager to enter into an agreement for the same. (The motion carried unanimously 5-0) (Vice

Board of Aeronautic Commissioners

Action Letter

September 30, 2019

---

Chair Derks, Commissioner Townsend, Commissioner Towns, and Commissioner Waller absent).

E. [2019-3056](#) Staff Report, Fuel Sales & Fuel History

John Ohrazda, Airport Manager, noted the Taxiway Alpha closure will not take place until next Wednesday, October 2. There were cracks in several panels, which were replaced. He also mentioned the September 16 Open House, which was a meeting to inform surrounding property owners of the platting and re-zoning process for the Airport. The meeting went well.

Fuel sales have increased and sales of Jet-A fuel have reached new levels. Discussion ensued about taking on more traffic as well as growth inquiries.

**This report was received and filed.**

F. [2019-3050](#) Election of Officers

**A motion was made by Chairman Darryl Nelson to nominate Phil Mall for Chairman. A motion was made by Chairman Phil Mall to nominate Paula Derks as Vice-Chair. There were no other nominations. Hearing no opposition to the nominees, the Chairman determined the nominees to be elected by acclamation. (Vice Chair Derks, Commissioner Towns, Commissioner Townsend and Commissioner Waller, absent).**

5. Roundtable

Councilmember Binney noted he is excited for the future. Commissioner Brady said he is looking forward to the study. More discussion ensued about this being exciting times for the Airport.

6. Adjournment

Commissioner Mall adjourned the September 30, 2019, meeting of the Board of Aeronautic Commissioners at 6:14 p.m. at City Hall, 220 SE Green St, City Council Committee Room.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

## Packet Information

---

**File #:** TMP-1451, **Version:** 1

---

An Ordinance authorizing the execution of a Corporate Aircraft Association preferred FBO agreement by and between the City of Lee's Summit, Missouri and the Corporate Aircraft Association to offer preferred pricing discounts on Jet-A fuel to CAA members.

### Issues/Request:

An Ordinance authorizing the execution of a Corporate Aircraft Association preferred FBO agreement "Exhibit A" by and between the City of Lee's Summit, Missouri and the Corporate Aircraft Association to offer preferred pricing discounts "Exhibit B" on Jet-A fuel to CAA members.

### Key Issues

- The Airport operates as an enterprise fund generating revenue through hangar rental, fuel sales, ground leases, and charges for services.
- Fuel pricing and discounts are a consideration by customers when choosing an airport.
- The agreement is for a period of three (3) years.
- This agreement only provides preferred pricing discounts for CAA members.
- The only cost associated with this agreement is the discount provided to CAA members on Jet-A sales.
- If the Airport determines that the agreement is not financially beneficial to the Airport, the Airport can cancel the agreement.

### Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance authorizing the execution of a Corporate Aircraft Association preferred FBO agreement by and between the City of Lee's Summit, Missouri and the Corporate Aircraft Association to offer preferred pricing discounts on Jet-A fuel to CAA members.

SECOND MOTION: I move for adoption of an Ordinance authorizing the execution of a Corporate Aircraft Association preferred FBO agreement by and between the City of Lee's Summit, Missouri and the Corporate Aircraft Association to offer preferred pricing discounts on Jet-A fuel to CAA members.

### Background:

The Airport operates as an enterprise fund and generates revenue through hangar rental, fuel sales and ground leases. The current fuel discounts structure was adopted in August 2019 in response to new buying patterns of customers and allowed the Airport more flexibility to adjust to changing market conditions. As

part of the new discount structure adopted in August 2019, the Airport indicated that it would be participating in preferred pricing discount programs and would bring those discounts before City Council for approval.

A growing trend in the aviation industry today is the use of independent fuel discount programs such as the Corporate Aircraft Association (CAA) preferred fuel discount program. CAA is a discount program that offers fuel discounts to CAA members only, at select Fixed Based Operators (FBO's) across the country. In order for an FBO to be included in the CAA program, FBO's must submit the discounts they intend to offer CAA members in addition to any fees for services. CAA members then have the opportunity to review and vote to include FBO's in the CAA Network of preferred FBO's. During the voting process, CAA provides its membership a comparative analysis against other FBO's in the region to aid members in the voting and selection process. In October 2019 the Airport applied to become a Corporate Aircraft Association Preferred FBO and was ultimately voted in by the CAA membership on November 7th 2019.

The fuel discounts that the Lee's Summit Airport will offer are very competitive with surrounding airports in the Kansas City Area. We anticipate that becoming a CAA preferred FBO will result in increase fuel sales at the Airport.

Joel Arrington, Assistant Airport Manager

Recommendation: Staff recommends adoption of an Ordinance authorizing the execution of a Corporate Aircraft Association preferred FBO agreement by and between the City of Lee's Summit, Missouri and the Corporate Aircraft Association to offer preferred pricing discounts on Jet-A fuel to CAA members.

Board Recommendation:

Committee Recommendation:



## **BILL NO.**

---

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CORPORATE AIRCRAFT ASSOCIATION PREFERRED FBO AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CORPORATE AIRCRAFT ASSOCIATION TO OFFER PREFERRED PRICING DISCOUNTS ON JET-A FUEL TO CAA MEMBERS.

WHEREAS, City Council has previously approved the Lee's Summit Airport ("Airport") schedule of discounts for fuel sales at the Airport on August 17, 2019 by passage of ordinance 9719; and

WHEREAS, the Airport sells fuel to users of the facilities and has in the past permitted a discount for certain volumes of purchases; and,

WHEREAS, to stay competitive in the regional market on fuel sales it is advisable to allow the staff to periodically adjust the discount amounts within a range approved by the City Council; and

WHEREAS, it is appropriate to offer discounts to customers when the City has in place an agreement to do so for consideration received by the City such as customers who seek preferred pricing at an airport; and

WHEREAS, the City Council finds that the proposed schedule of fuel discounts to permit adjustment within a range based on market conditions and any agreements the City has in effect is appropriate and necessary to provide sufficient revenue for fuel operations at the Airport.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, an agreement by and between the Corporate Aircraft Association and the City of Lee's Summit, Missouri to offer CAA Preferred Fuel Pricing, which is attached hereto as "Exhibit A" and incorporated by reference as if fully set forth herein.

SECTION 2 That the schedule of fuel discounts for customers entitled to a discount, showing the discounts that would be available under the CAA Preferred Fuel Pricing Agreement, a true and accurate copy being attached hereto as "Exhibit B" and incorporated herein by reference as though fully set forth, including the range of discount changes that may be made based upon market conditions or as they change and agreements provided the City Council has approved the agreement, be and hereby is approved.

SECTION 3. That the City Manager and Airport Manager shall implement said fuel discounts in the amounts and within the ranges as approved by the Council.

SECTION 4. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BILL NO.**

---

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
*Nancy K. Yendes*  
Chief Counsel, Infrastructure and Planning



**CAA Preferred FBO Contract at KLXT  
December 1, 2019 – November 30, 2022**

**Section 1: FBO Information:**

FBO Name: City of Lee's Summit  
Airport Identifier: KLXT  
Airport Name: Lee's Summit Mun  
Airport City Name: Lee's Summit  
Organization: KLXT-City of Lee's Summit  
Website: www.lsaairport.net  
Preferred Address: 2525 NE Douglas, Lee's Summit, MO 64064  
Preferred Phone: 816-969-1181  
Primary Contact Name: Joel Arrington  
Primary Contact Email: joel.arrington@cityofls.net  
Primary Contact Title: Assistant Airport Manager  
Secondary Contact Name: John Ohrazda  
Secondary Contact Email: john.ohrazda@cityofls.net  
Hours of Operation: 6AM - 7:30PM Monday - Friday, 6AM - 7PM Sat - Sun. / 365  
After Hours Call-Out Service Availability & Fees: After Hours is available on request. \$115.00 per occurrence  
ARINC/Unicom Freq: 122.80  
Customs Available: No  
Rental Cars Available: Yes  
Largest AC Hangared: Cessna Sovereign  
Largest AC Deiced: Citation  
Crew Cars: Yes

**Section 2: Contracted Into-Plane Fee Information:**

Fuel Deicing Additive per gallon = \$.0 (Pre-mixed)  
Into-Plane Fee 1-500 = \$1.95  
Into-Plane Fee 501-1000 = \$1.80  
Into-Plane Fee 1001-1500 = \$1.40  
Into-Plane Fee 1501-2000 = \$1.30  
Into-Plane Fee 2001-2500 = \$1.30  
Into-Plane Fee 2500 or More: = \$1.30


**Section 3: Ramp/Facility/Security and Other Fee Information**

Ramp/Parking/Facility/Security/Other Fees, etc? Yes  
Are any FBO fees waived for CAA members? Yes  
CAA members charged anything if no fuel is purchased? Yes  
Any other discounts for CAA members? No  
Details for all above fees are in Attachment A

**Section 4: Payment Information**

Credit cards accepted for the CAA price: Visa, Mastercard, American Express & Discover  
Credit Card accepted with additional fees: None

FBO Initials: \_\_\_\_\_

CAA Initials: 

PG 1.REV\_10.04.2019

## Section 5: Agreement

The parties to this agreement are CORPORATE AIRCRAFT ASSOCIATION, henceforth referred to as CAA, and the company named as City of Lee's Summit @ KLXT, henceforth referred to as the FBO. The purposes of this agreement are (i) to reduce the cost of jet fuel charged to the CAA member corporate flight departments and (ii) to increase the sales of jet fuel and other services for the FBO. Both parties hereby agree to work together to achieve these goals.

### 1) CAA agrees to the following:

- a) To list the FBO as CAA's only preferred FBO at KLXT
- b) To maintain a data file of the FBO information, which shall be made available only to CAA fuel program members.
- c) To make the terms of this agreement available to CAA fuel program members and encourage them to use this FBO whenever possible.
- d) To not publish the negotiated jet fuel price except to CAA fuel program members (*companies*). An expired CAA member identification card shall not be proof of membership. CAA will provide FBO an electronic means to confirm membership validity via the CAA website and the CAA app. CAA encourages the FBO to use the electronic means as the primary means of validation. In the event of loss of internet, a member's electronic card or printed card may be used in lieu of online verification of a tail number.
- e) To allow the FBO to use the designation of "CAA Preferred FBO" in any advertising, provided the advertising does not contain the names of individual CAA fuel members or their companies.
- f) To allow a one-time mid-contract CPI adjustment to the into-plane fee the FBO charges the CAA fuel member participants on the date that is 18 months following the effective date of this Agreement, the "Mid-Contract Date."

### 2) The FBO agrees to the following:

- a) To **maintain the intoplane fee per gallon and the list of other fees** charged to CAA fuel member participants as set forth on Attachment A for the duration of the contract. If no fees are charged, or if fees are waived with minimum purchases, these limits must be stated on Attachment A.
- b) To notify CAA in writing if FBO intends to exercise the option of the mid-contract into-plane fee adjustment (as set forth in Section 5.1(f) above). This notification must be made in writing via email to CAA within thirty (30) days of the Mid-Contract Date.
- c) To maintain the CAA fuel program member price at least **\$0.10/gal below any other price offered to Part 91 operators** (in a given weekly pricing period). Notwithstanding the foregoing, FBO may extend more favorable fuel prices to based hangar tenants or managed customers of FBO.
- d) To allow CAA the right to conduct random audits throughout the duration of the agreement to ensure compliance with the contract terms. CAA reserves the right to request and receive a recent distributor invoice at any time to support a fuel price submission. FBO agrees to comply with such requests in a timely manner but no later than ten days after such request is made.
- e) To respond to any additional CAA requests within **one (1) business day**.
- f) To use invoiced fuel price and not Platts pricing.
- g) Into-plane fees are to be inclusive of all Visa and MasterCard charges. FBO may add up to 3% for any cards other than Visa and MasterCard. FBO must advise CAA of this intention during the bidding process and specifically stipulate which cards and the % addition for their use on Attachment A.
- h) To promptly notify CAA of any changes in the contact information included in this Agreement.
- i) To not disclose the terms of this Agreement to anyone for whom FBO cannot validate as a CAA fuel program member.
- j) **To report prices every Tuesday, by 3PM CST**, to be effective Wednesday. CAA will provide an online form on its website for such price reporting. The form to update pricing is only available each Monday, 3:00 pm CST through Tuesday, 3:00 pm CST. FBO agrees to honor their latest price posted.
- k) To verify the customer is an active CAA member prior to selling fuel at the CAA price.

This Agreement shall become effective when signed by both parties. It will terminate on the last day of the month, three years after the effective date. However, either party may cancel this agreement without penalty for any or no reason by giving the other party a 10-day written notice.

If during the contract period, the agreement is cancelled by FBO, or if FBO elects to not renew the agreement upon its expiration, CAA, at its sole discretion, may prohibit the FBO from entering into a CAA competing bid at that airport for a period of up to three years.

FBO Initials: \_\_\_\_\_

CAA Initials:



PG 2.REV\_10.04.2019

Miscellaneous:

**Scope of Agreement.** This Agreement is intended by the parties hereto to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**Modification to Terms.** CAA agrees to notify the FBO of any proposed revisions to this Agreement. The notification to FBO of proposed revisions to this Agreement can be in the form of an email to FBO. In the event any such proposed revisions decrease FBO's rights or increase FBO's obligations under this Agreement, such changes shall only become effective upon the expiration of 30-days' written notice to FBO, during which notice period, FBO shall have the right to terminate this Agreement in writing effective immediately.

**Separability.** Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions in this Agreement are determined to be invalid or contrary to any existing or future law, that invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.

**Governing Law.** This Agreement shall be governed, enforced, performed and construed in accordance with the laws of the State of Nevada without reference to principles of conflicts of law.

**Assignment.** FBO may not assign its rights and responsibilities under this Agreement without advance written consent from CAA.

CORPORATE AIRCRAFT ASSOCIATION

\_\_\_\_\_  
Robert J. Bordes, CAA President

FBO – City of Lee's Summit

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


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

Its: (Title): \_\_\_\_\_

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

Attachment A: Includes Cost Build Up, Supplier Invoice & Fee Schedule

FBO Initials: \_\_\_\_\_

CAA Initials: 

PG 3.REV\_10.04.2019

KLXT - Lee's Summit Municipal Airport		THE ONLY VARIABLES					
	Gallons Purchased	1-500	501-1000	1001-1500	1501-2000	2001 -2500	2501+
	Supplier	Avfuel					
	Date of Supplier Invoice	9/16/2019					
Line 1a	Base Price - From Invoice	\$ 15,860.62	\$ 15,860.62	\$ 15,860.62	\$ 15,860.62	\$ 15,860.62	\$ 15,860.62
Line 1b	Shipped Gallons - From Invoice	7719.0	7719.0	7719.0	7719.0	7719.0	7719.0
<b>Line 1</b>	<b>Total Variable Fuel Cost - (Sum of Line 1a + Line 1b)</b>	<b>2.0548</b>	<b>2.0548</b>	<b>2.0548</b>	<b>2.0548</b>	<b>2.0548</b>	<b>2.0548</b>
Line 2a	Federal LUST Tax	0.24400	0.24400	0.24400	0.24400	0.24400	0.24400
Line 2b	Federal Excise Tax - Jet	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Line 2c	Federal Oil Spill	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Line 2d	Airport Flowage Fee	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Line 2e	Missouri Inspection Fee	0.00070	0.00070	0.00070	0.00070	0.00070	0.00070
Line 2f	Missouri UST Insurance Fund	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350
Line 2g	Missouri Jet Sales Tax Exempt	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Line 2h	* Additional Fixed Cost Per Gallon	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Line 2i	* Additional Fixed Cost Per Gallon	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Line 2j	* Additional Fixed Cost Per Gallon	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
<b>Line 2</b>	<b>Total Fixed Cost Per Gallon (Sum of Line 2a-2j)</b>	<b>0.2482</b>	<b>0.2482</b>	<b>0.2482</b>	<b>0.2482</b>	<b>0.2482</b>	<b>0.2482</b>
<b>Line 3</b>	<b>Into Plane Fee (Profit Margin)</b>	<b>1.9500</b>	<b>1.8000</b>	<b>1.4000</b>	<b>1.3000</b>	<b>1.3000</b>	<b>1.3000</b>
Line 4	Pre-tax fuel price (Sum of Line 1, 2 & 3)	4.2530	4.1030	3.7030	3.6030	3.6030	3.6030
Line 5	State Sales Tax Rate %	6.23%	6.23%	6.23%	6.23%	6.23%	6.23%
Line 6	State Sales Tax Total \$ Per Gallon (Line 4 multiplied by Line 5)	0.2647	0.2554	0.2305	0.2243	0.2243	0.2243
	<b>TOTAL Price Per Gallon (Out the Door) (Sum of Line 4 &amp; Line 6)</b>	<b>4.52</b>	<b>4.36</b>	<b>3.93</b>	<b>3.83</b>	<b>3.83</b>	<b>3.83</b>
*Additional fixed costs would include airport flowage fee, etc.....							



AVFUEL CORPORATION  
 47 W ELLSWORTH  
 ANN ARBOR, MI 48108  
 WWW.AVFUEL.COM

Invoice

*PO# 125105*

Invoice 012643326  
 Invoice Date 09/16/19 Ship Date 09/16/19

Bill To Number 1LEE Ship To Number 1LEE1 Cust.P.O.# BL # Terr./Sales  
 2145512 4 4

CITY OF LEE'S SUMMIT  
 \*\*\* 220 SE GREEN  
 LEE'S SUMMIT MO 64063

CITY OF LEE'S SUMMIT  
 2751 NE DOUGLAS  
 LEE'S SUMMIT MO 64064  
 LEE'S SUMMIT MO 64064

Shipped Via CUSTOMER TRANSPORT Order Number 1843079.00

Product No.	Description	Price	Ordered	Shipped	Extension
KCUW	00 JET A FUEL WITH FSII ADDITI	\$2.05475	7799	7719.0	15860.62
	Sub-Total				15860.62
KEROFL	FEDERAL KEROSENE & LUST TAX	\$0.24400		7719.0	1883.44
MOI	MISSOURI INSPECTION FEE	\$0.00070		7719.0	5.40
MOSJX	MISSOURI JET SALES TAX EXEM	0.00000%		15860.62	0.00
MOUST	MISSOURI UST INSURANCE FUND	\$0.00350		7719.0	27.02
SUP	SUPERFUND/OIL SPILL FEE	\$0.00000		7719.0	0.00
	Invoice Total				17,776.48

AVFUEL RELEASE # 9225346

Due : 10 Days Terms: Net 0.500% 10 Days  
 Date Disc. Date Disc. Amt. Net Amount  
 09/26/19 09/26/19 79.30 17,697.18  
 Emergency Contact: Y 000-000-0000

UNIT OF MEASUREMENT: US GALLONS

CURRENCY: US DOLLARS

CONFIDENTIAL: ORIGINAL INVOICE  
 INQUIRIES: +1 734-272-4105 OR 800-645-9117

REMIT CHECK PAYMENTS:  
 AVFUEL CORPORATION, ATTN. DEPT. 135-01, PO BOX 67000, DETROIT MI 48267-0135.  
 REFERENCE INVOICE NUMBER ON PAYMENT  
 REMIT WIRE (USD) NORTH AMERICA:  
 COMERICA BANK, ABA #072000096, ACCT. #1076123015, SWIFT #MNB DUS33  
 REMIT WIRE (USD) INTERNATIONAL:  
 BARCLAYS BANK PLC, IBAN #GB27BARC20095278712666, SWIFT #BARCGB22

LATE PAYMENT PENALTIES IN THE MAXIMUM AMOUNT PERMITTED BY STATUTE WILL BE CHARGED  
 ALLOW FOR MAIL TIME FOR RECEIPT OF PAYMENT

47 W. Ellsworth Road  
 Ann Arbor, Michigan 48108-2278

+1 (734) 663-6466 | (800) 521-4106  
 Fax: (734) 663-1681

GLOBAL SUPPLIER OF AVIATION FUEL AND SERVICES  
 www.avfuel.com

# KLXT – City of Lee’s Summit – Lee’s Summit, MO

Expires 11.30.2022

Please note: Any additional requested services may incur additional fees.



Services offered by the City of Lee’s Summit

**Hours: (365 days a year)**

**6AM to 7:30PM Monday-Friday**

**6AM to 7PM Saturday & Sunday**

***After-hours Service Fee:           \$115 per occurrence***

**Ramp Fees:**

- Single-Engine Turbo Prop/Helicopters : \$15 (waived with any fuel purchase)
- Multi-Engine Turbo Prop/Jets \$100 (waived with 50-gallon min fuel purchase)

**Overnight Tie-Down / Parking:**

- Single-Engine Turbo Prop / Helicopters: \$20\*
- Multi-Engine Turbo Prop/Jet: \$125\*\*

*\*1<sup>st</sup> night waived with any fuel purchase. 2<sup>nd</sup> night waived with purchase of 50 gallons or more.*

*\*\*1<sup>st</sup> night waived with 60 gallon fuel purchase . 2<sup>nd</sup> night waived with fuel purchase of 120 gallons or more.*

FBO Initials: \_\_\_\_\_

CAA Initials:

PG 6.REV\_10.04.2019



<b>*Avgas</b>
<b>Customer Types</b>
Full Service Based
Self Service Based
Full Service Transient
Self Service Transient

Purchase Price	Markup	Current Discount	Effective Price
The week of Nov. 25, 2019	Per gallon effective July 1, 2019	Per gallon (approved by City Council on 8-17-19)	Per gallon
\$ 3.55	\$ 1.45	\$ 0.25	\$ 4.75
\$ 3.55	\$ 1.45	\$ 0.50	\$ 4.50
\$ 3.55	\$ 1.45	\$ -	\$ 5.00
\$ 3.55	\$ 1.45	\$ 0.35	\$ 4.65

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

<b>*Mogas</b>
<b>Customer Types</b>
Full Service Based
Self Service Based
Full Service Transient
Self Service Transient

Purchase Price	Markup	Current Discount	Effective Price
The week of Nov. 25, 2019	Per gallon effective July 1, 2019	Per gallon (approved by City Council on 8-17-19)	Per gallon
\$ 2.80	\$ 1.45	\$ 0.25	\$ 4.00
\$ 2.80	\$ 1.45	\$ 0.50	\$ 3.75
\$ 2.80	\$ 1.45	\$ -	\$ 4.25
\$ 2.80	\$ 1.45	\$ 0.35	\$ 3.90

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

<b>**Jet-A (gal)</b>
<b>Based</b>
1 - 1,999
2,000 - 3,999
4,000 +

Purchase Price	Markup	Current Discount	Effective Price
The week of Nov. 25, 2019	Per gallon effective July 1, 2019	Per gallon (approved by City Council on 8-17-19)	Per gallon
\$ 2.68	\$ 2.65	\$ 1.40	\$ 3.93
\$ 2.68	\$ 2.65	\$ 1.50	\$ 3.83
\$ 2.68	\$ 2.65	\$ 1.60	\$ 3.73

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

<b>**Jet-A (gal)</b>
<b>Transient Contract</b>
1 - 299
300 - 499
500 - 999
1,000 +

Purchase Price	Markup	Current Discount	Effective Price
The week of Nov. 25, 2019	Per gallon effective July 1, 2019	Per gallon (approved by City Council on 8-17-19)	Per gallon
\$ 2.68	\$ 2.65	\$ 0.05	\$ 5.28
\$ 2.68	\$ 2.65	\$ 0.20	\$ 5.13
\$ 2.68	\$ 2.65	\$ 0.50	\$ 4.83
\$ 2.68	\$ 2.65	\$ 0.90	\$ 4.43

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

<b>**Jet-A (gal)</b>
<b>Transient Non Contract</b>
1 - 299
300 - 499
500 - 999
1,000 +

Purchase Price	Markup	Current Discount	Effective Price
The week of November 10th, 2019	Per gallon effective July 1, 2019	Per gallon (approved by City Council on 8-17-19)	Per gallon
\$ 2.68	\$ 2.65	\$ -	\$ 5.33
\$ 2.68	\$ 2.65	\$ 0.15	\$ 5.18
\$ 2.68	\$ 2.65	\$ 0.45	\$ 4.88
\$ 2.68	\$ 2.65	\$ 0.85	\$ 4.48

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

<b>***Corporate Aircraft Association (CAA)</b>
<b>Transient Non Contract</b>
1-500
501-1,000
1,001-1,500
Greater than 1501

Purchase Price	Markup	Proposed Discount	Effective Price
The week of November 10th, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon
\$ 2.68	\$ 2.63	\$ 0.70	\$ 4.61
\$ 2.68	\$ 2.63	\$ 0.85	\$ 4.46
\$ 2.68	\$ 2.63	\$ 1.25	\$ 4.06
\$ 2.68	\$ 2.63	\$ 1.35	\$ 3.96

- \*Staff is authorized to adjust these discounts, as needed based on the local market by increasing or decreasing up to \$0.25/gallon.
- \*\* Staff is authorized to adjust these discounts, as needed based on the local market by increasing or decreasing up to \$0.50/gallon
- \*\*\*Staff is authorized to adjust these discounts in accordance with an agreement that has been approved by City Council.







## Packet Information

---

**File #:** TMP-1452, **Version:** 1

---

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Issue/Request:

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Key Issues:

- The purpose of this agreement is to correct an error referencing the type of agreement to be executed in Ordinance No. 8742.
- Ordinance No. 8742 was approved by the City Council on October 15, 2019.
- This action will correct this error.

Proposed Committee Motion:

I move to recommend to City Council the approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Background:

The purpose of this agreement is to correct an error referencing the type of agreement to be executed in Ordinance No. 8742. Ordinance No. 8742 was approved by the City Council on October 15, 2019. This action will correct this error.

Timeline:

Start: October 31, 2019

Finish: December 31, 2021

Presenter: Bob Hartnett - Deputy Director of Public Works/Administration

Staff recommends approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Committee Recommendation: [Enter Committee Recommendation text Here]



BILL NO.

ORDINANCE NO.

---

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT TO AIRPORT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FUNDS FOR \$98,064 FOR THE AIRPORT BUSINESS PLAN AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated February 20, 2019, and specifically described as follows: Airport Business Plan.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of an airport aid agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri for the purpose of development of an airport business plan for the Lee's Summit Municipal Airport, said agreement being attached hereto as "Exhibit A" and incorporated by reference as if fully set forth herein.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Mayor William A. Baird

ATTEST:

---

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Mayor William A. Baird

ATTEST:

---

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

---

Nancy Yendes, Chief Counsel of  
Infrastructure and Planning  
Office of the City Attorney

CCO Form: MO01  
Approved: 02/94 (MLH)  
Revised: 05/17 (MWH)  
Modified:

Sponsor : City of Lee's Summit  
Project No.: AIR 196-109A

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AIRPORT AID AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated February 20, 2019, and specifically described as follows:

Airport Business Plan;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Ninety-Eight Thousand Sixty-Four Dollars (\$98,064); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Ten Thousand Eight Hundred Ninety-Six Dollars (\$10,896). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to December 31, 2021. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for 20 years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a MoDOT-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(9) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(13) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance,

Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(23) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

(24) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(25) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(26) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(28) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the

Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(29) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

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

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

Title:

Title:

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

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

Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

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

Title: \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

## Packet Information

---

**File #:** 2019-3185, **Version:** 1

---

Airport Financial Report Fiscal Year Ended June 30, 2019.

### Impact/Analysis:

Audited figures at the end of fiscal year 2019 show the Airport fund with an operating loss of \$633,620. The fund has operating revenues of \$1,713,630 against expenditures of \$2,347,250. Non-operating items and transfers bring the fund to a year-to-date net gain of \$5,394,963. When depreciation expense of \$556,641 is excluded (added back), the net gain adjusted for depreciation is \$5,951,604.

**Operating Revenues** overall were above budget (8%) and above prior year \$276,958 or 19%. Rental revenue was 4% below budget for FY19 and 13% (\$89,808) higher than to last year. The sharp increase over last year is due to hangar construction last year. Fuel revenues are above budget \$171,261 (23%) and up \$164,591 (22%) compared to last year. Overall, sales in gallons increased 26,992 gallons or 15% compared to last year. Jet A is up 22,306 gallons for a 28% increase.

**Expenditures** were slightly above budget (2%). Supplies for Resale (fuel is the primary item in this category) is \$158,668 or 32% over budget and up 24% over last year actual. This is due to increased gallons purchased (see revenues above) coupled with slightly higher wholesale costs.

Darlene Pickett, Controller

# LS Memorandum

## City of Lee's Summit

To: BOAC

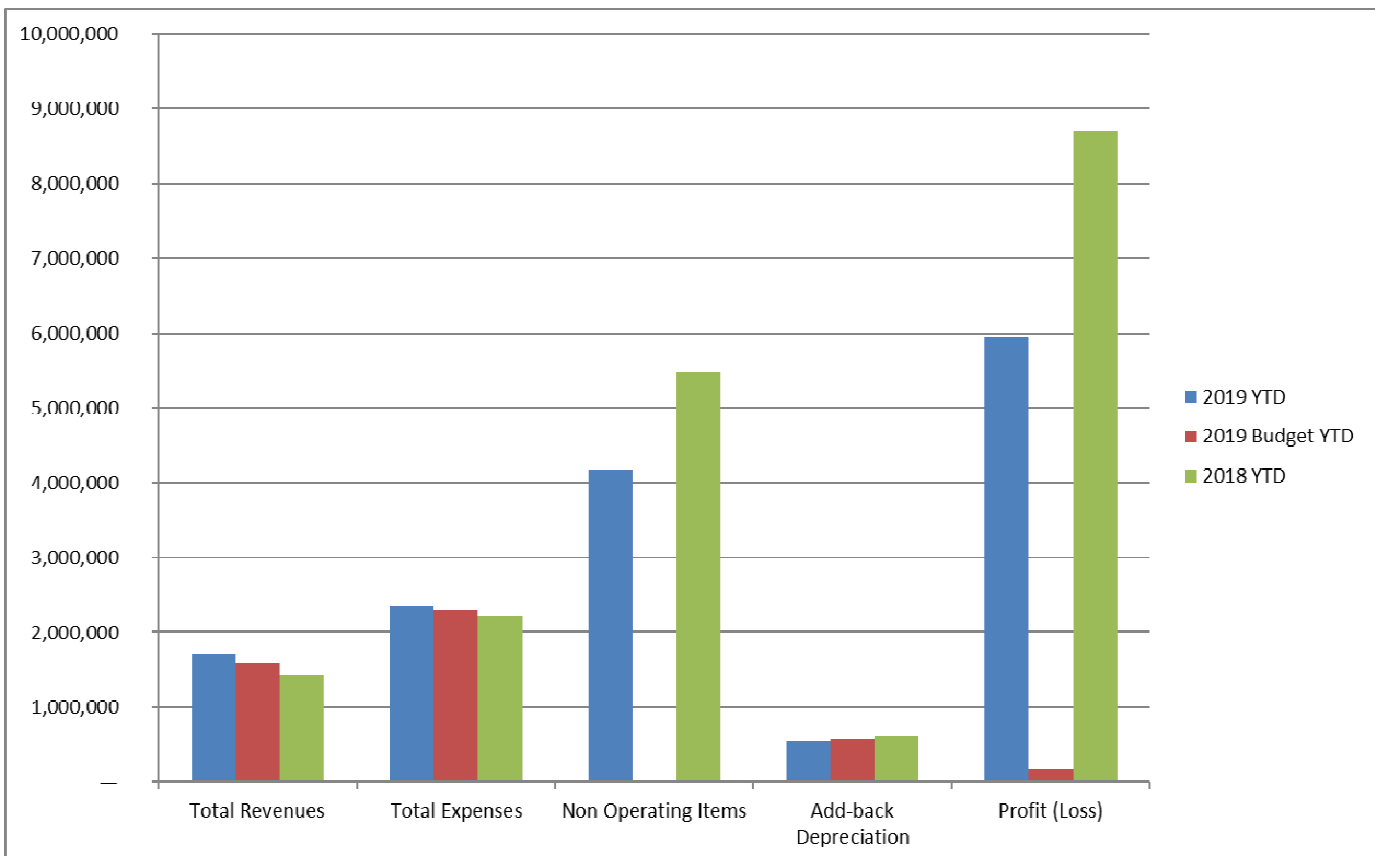
From: Darlene Pickett, Controller

C: Bette Wordelman, Finance Director; Steve Arbo, City Manager  
John Ohrazda, Airport Manager; Dena Mezger, Public Works Director

Date: December 4, 2019

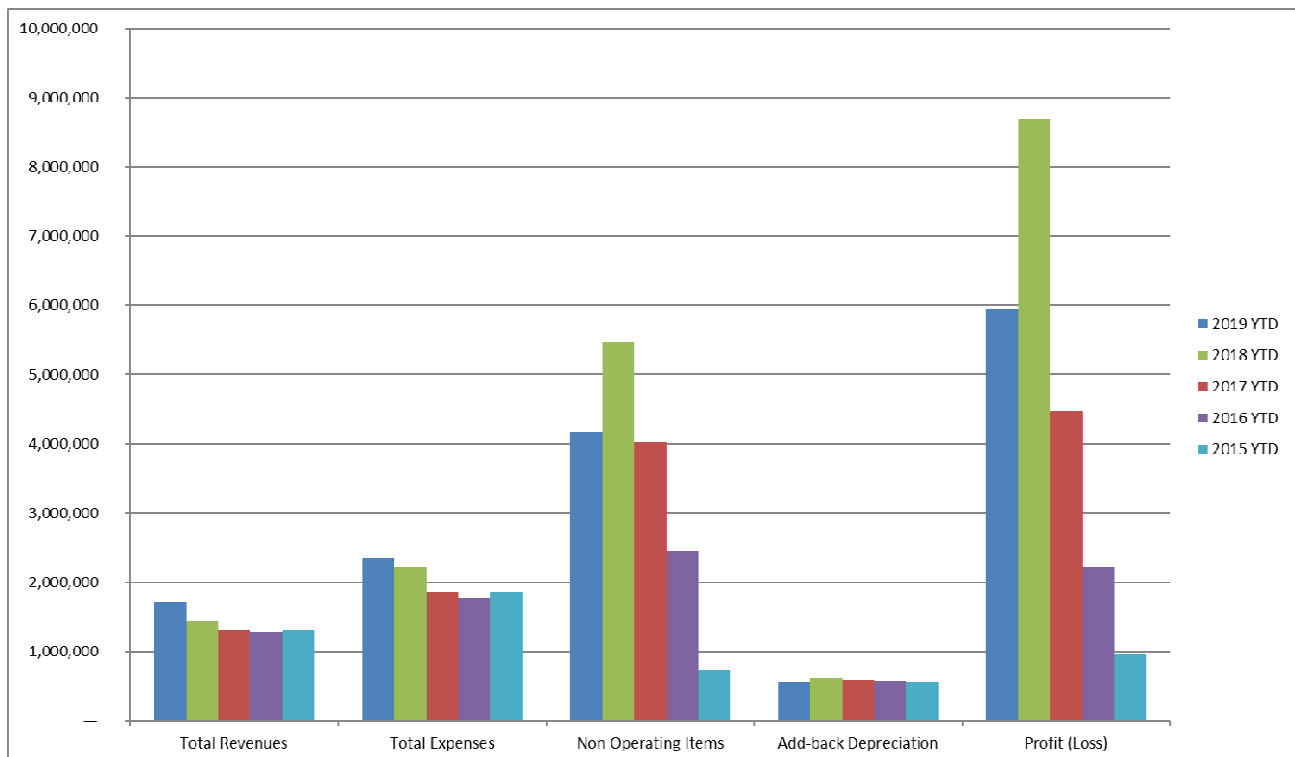
Re: Airport Financial Statements – June 30, 2019 – AUDITED DRAFT

- Audited figures at the end of fiscal year 2019 show the Airport fund with an operating loss of \$633,620. The fund has operating revenues of \$1,713,630 against expenditures of \$2,347,250. Non-operating items and transfers bring the fund to a year-to-date net gain of \$5,394,963. When depreciation expense of \$556,641 is excluded (added back), the net gain adjusted for depreciation is \$5,951,604.



# LS Memorandum

- **Operating Revenues** overall were above budget (8%) and above prior year \$276,958 or 19%. Rental revenue was 4% below budget for FY19 and 13% (\$89,808) higher than to last year. The sharp increase over last year is due to hangar construction last year. Fuel revenues are above budget \$171,261 (23%) and up \$164,591 (22%) compared to last year. Overall, sales in gallons increased 26,992 gallons or 15% compared to last year. Jet A is up 22,306 gallons for a 28% increase.
- **Expenditures** were slightly above budget (2%). Supplies for Resale (fuel is the primary item in this category) is \$158,668 or 32% over budget and up 24% over last year actual. This is due to increased gallons purchased (see revenues above) coupled with slightly higher wholesale costs.
- The chart below compares year-to-date amounts for the last 5 years. Operating revenues and expenditures have remained constant. The spikes in nonoperating items and profit (loss) are both in direct relation to grant revenues.



**CITY OF LEE'S SUMMIT, MISSOURI**

Combining Statement of Revenues, Expenses, and  
Changes in Retained Earnings – Airport Funds

Year to Date thru June 30, 2019 (Draft AUDITED)

	Fiscal Year 2019 (YTD)			Budget 2019 (YTD)			Last Fiscal Year-2018 (YTD)		
	510 Airport Operating	321 Construction Fund	Consolidated 2019	Budget 2019	Budget Remaining	% Used	PY Actual 2018	\$ Change	% Change
1 Operating revenues:									
2 Charges for services	\$ 762,561	\$ -	\$ 762,561	\$ 795,759	\$ 33,198	96%	\$ 672,753	\$ 89,808	13%
3 Fuel sales	928,510	0	928,510	757,249	(171,261)	123%	763,919	164,591	22%
4 Other	22,559	0	22,559	29,893	7,334	75%	0	22,559	#DIV/0!
5 Total operating revenues	1,713,630	0	1,713,630	1,582,901	(130,729)	108%	1,436,672	276,958	19%
6 Operating expenses:									
7 Salaries, wages, and employee 8 benefits	557,770	0	557,770	675,375	117,606	83%	486,931	70,839	15%
9 Supplies for resale	656,752	0	656,752	498,084	(158,668)	132%	530,706	126,046	24%
Maintenance and repairs	77,966	0	77,966	77,458	(508)	101%	112,400	(34,434)	-31%
11 Utilities	69,362	0	69,362	55,850	(13,512)	124%	71,438	(2,076)	-3%
12 Depreciation and amortization	556,641	0	556,641	578,829	22,188	96%	628,316	(71,674)	-11%
13 Interdepartment charges	109,174	0	109,174	114,786	5,612	95%	67,762	41,412	61%
14 Other supplies, services, & charges	319,584	0	319,584	302,125	(17,459)	106%	317,044	2,540	1%
15 Total operating expenses	2,347,250	0	2,347,250	2,302,507	(44,742)	102%	2,214,597	132,653	6%
16 Operating income (loss)	(633,620)	0	(633,620)	(719,606)			(777,925)		
17 Nonoperating revenues (expenses):									
18 Interest income	79,279	0	79,279	9,000	(70,279)	881%	15,861	63,418	400%
19 Interest expense	(301)	(137,792)	(138,093)	(1,700)	136,393	8123%	(167,120)	29,027	-17%
20 Gain (loss) on disposal of fixed assets	0	0	0	0	0	#DIV/0!	0	0	#DIV/0!
21 Capital outlay/Construction	0	0	0	0	0	#DIV/0!	0		
22 Grant reimbursements	(1,405,490)	5,633,270	4,227,780	0	(4,227,780)	#DIV/0!	5,627,702	(1,399,922)	-25%
23 Total nonoperating revenues (expenses)	(1,326,512)	5,495,478	4,168,966	7,300	(4,161,666)	57109%	5,476,443	(1,307,476)	-24%
24 Net income (loss) before operating transfers	(1,960,131)	5,495,478	3,535,347	(712,306)	(4,247,653)	-496%	4,698,518	(1,163,171)	-25%
25 Operating transfers in	377,312	1,559,000	1,936,312	377,312	(1,559,000)	513%	3,443,696	(1,507,384)	-44%
26 Operating transfers out(includes G&A)	(76,696)	0	(76,696)	(76,696)	(0)	100%	(76,696)	0	0%
27 Net income (loss)	(1,659,515)	7,054,478	5,394,963	(411,690)	(5,806,653)	-1310%	8,065,518	(2,670,555)	-33%
28 Add back depreciation expense	556,641		556,641	578,829	22,188	96%	628,316	(71,674)	-11%
29 Net income (loss) adjusted for depreciation expense	(1,102,874)	7,054,478	5,951,604	167,139	(5,784,465)	3561%	8,693,834	(2,742,230)	-32%
30 Net position beginning of year	35,752,092	0	35,752,092	35,752,092			31,684,185		
31 Net position end of year	\$ 34,649,218	\$ 7,054,478	\$ 41,703,696	\$ 35,919,231			\$ 40,378,019		

## Packet Information

---

**File #:** 2019-3184, **Version:** 1

---

Staff Report, Fuel Sales & Fuel History

John Ohrazda, Airport Manager

Committee Recommendation:



# LEE'S SUMMIT MISSOURI

Date: December 5, 2019

To: Stephen A. Arbo, City Manager  
Christal Weber, Assistant City Manager, Operations

Through: Bob Hartnett, Deputy Director of Public Works  
Dena Mezger, Director of Public Works *BI*

From: John Ohrazda, Airport Manager

RE: **Lee's Summit Municipal Airport December 2019 Staff Report**

## Airport Open House

The Annual Airport Tenant Open House was scheduled for Thursday, December 5.

## Taxiway Alpha

The contractor continues addressing several remaining punch list items in addition to the establishment of a good stand of vegetation. Reseeding and minor grading of several areas took place late in September. These areas will be revisited late in the spring of 2020 to confirm they are satisfactory before accepting and closing out the project. There are several minor pavement repairs on the east side taking place in the month of November where Taxiway Charlie joins Taxiway A-1/A-2.

## Runway 18-36 Paving Project

ESS completed their final punch list items on this project during the last week of May. There are three areas which were re-seeded to establish vegetation. Only one of these areas remains unaccepted at this time and it may be early spring of 2020 before this final area is accepted.

## Platting and Rezoning Project Update

The platting and rezoning process was before the City Council in November. The Airport property was all zoned AZ. The plat was approved on December 3.

## New Airport Master Plan and Business Plan Development

On Oct. 22, City Council approved Federal and State grants for Phase I of a new Airport Master Plan and Airport Business Plan. The current Airport Master Plan is over 20-years old and the Business Plan is over 10-years old. With the recent improvements at the Airport, rezoning and frequent inquiries about aviation development abilities on the Airport, both of these documents will be timely for the future growth of the airport. Staff held a meeting with the Airport's consultant in late November to set the agenda for kick-off meetings to start the process.

## Airport Incidents

No incidents to report.

## Airport Inquiries & Noise Complaints

No noise complaints to report for the month of November.

## Other Highlights

Jet fuel sales continue to exceed previous years' sales due to the increased number of operations at the Airport. The number of based aircraft that use turbine fuel has increased by two in November bringing the total based jet & turbo-propeller aircraft to 15.



Board of Aeronautic Commissioners  
December 5, 2019

Staff is continuing work with a client for the development of a new hangar that will be approximately 130-feet by 100-feet. This hangar will provide the ability for additional based aircraft and several more users of turbine fuel. In addition to the new hangar project, staff is also working with a corporation on the possibility of locating a helicopter at the airport for air ambulance work with several local hospitals in the area. These discussions are only preliminary at this time.

The Airport has received notification by the Missouri Department of Transportation (MoDOT) that it plans to perform a visual inspection of the pavements at the airport during the week of Dec. 9. This inspection is part of the State's overall pavement management program. This program is performed approximately every five years. The last time this program was performed was prior to any of the recent improvements being implemented. Work required for this project includes collecting work history information pertaining to the pavements at the airport and a visual inspection of all pavements at the airport. The results of this will assist the City and MoDOT in understanding the current condition of our airfield pavements and provide tools to assist in the future management of these pavements.

On Nov. 7, the Airport participated in the American Public Works Association local chapter's Career Expo at Bartle Hall. Over 3,000 students from the region attended this event. The Airport provided information on careers in Aviation.

On Friday, Nov. 8, the Airport played host to guests from the Dominican Republic who were visiting the area as part of the Rotary International. One of the people in the group had a strong interest in aviation and requested a tour of the airport to learn more about general aviation in the United States.

On Nov. 12, the Airport hosted the Lee's Summit Chamber's Lee's Summit Leadership class. There were 35 people in attendance.



### 3-YEAR HISTORY - ALL FUELS

MONTHS	FY-2020*	FY-2019*	FY-2018*	YEARLY DIFFERENCE	3-YEAR AVERAGES
				FY 20-19	FY's 20,19,18
July	30,537	20,212	17,083	10,325	22,611
August	26,594	20,076	16,239	6,518	20,970
September	23,525	20,453	14,439	3,072	19,472
October	24,469	19,640	15,190	4,829	19,766
November	23,183	13,140	14,087	10,043	16,803
December		13,234	11,764		
January		10,388	12,407		
February		10,047	9,289		
March		17,459	13,001		
April		19,615	16,971		
May		16,713	16,854		
June		25,124	21,819		
<b>FISCAL YEAR TOTALS TO DATE</b>	<b>128,308</b>	<b>206,101</b>	<b>179,143</b>	<b>34,787</b>	
<b>AVERAGE GALLONS/MONTH TO DATE</b>	<b>25,662</b>	<b>17,175</b>	<b>14,929</b>		
*Note: Runway 18/36 was closed for re-construction in April-Late September 2017					
*Note: Runway 18/36 was closed due to construction Sept./Mid Oct. 2018					
<b>November 2019 Hangar Availability</b>					
		<u>Available</u>	<u>Occupied</u>		
Enclosed Hangars		112	108	96%	
<b>November 2019 Weather Recap</b>					
	<u>2019</u>	<u>2018</u>	<u>2017</u>		
VFR	25	21	21		
IFR	2	6	3		
MVFR	3	3	6		