



## The City of Lee's Summit

### Final Agenda

#### Board of Aeronautic Commissioners

Monday, April 8, 2019

7:00 PM

Howard Conference Room A

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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Call to Order

Roll Call

Approval of Agenda

Approval of Action Letter

1. [2019-2560](#) Action Letter dated January 14, 2019

Public Comments

#### Business

2. [TMP-1193](#) An Ordinance Approving a New Schedule of Discounts For Fuel Sales at the Lee's Summit Municipal Airport.  
*Presenter:* Presenter: Joel Arrington, Assistant Airport Manager
3. [TMP-1196](#) An Ordinance approving a renewal and amendment to services being offered in the Fixed Base Operator Agreement between Rebel Aviation Inc. (Hereinafter "Operator") and the City of Lee's Summit, Missouri (Hereinafter "City") and authorizing the City Manager to Execute the same by and on behalf of the City.  
*Presenter:* Airport Manager, John Ohrazda
4. [2019-2657](#) Annual Airport Budget Presentation to Board of Aeronautic Commissioners
5. [2019-2691](#) Airport Financial Report Year to Date January 31, 2019  
*Presenter:* Darlene Pickett, Controller
6. [2019-2688](#) Staff Report, Fuel Sales & Fuel History  
*Presenter:* Presenter: John Ohrazda, Airport Manager

Roundtable

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

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**File #:** 2019-2560, **Version:** 1

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Action Letter dated January 14, 2019

Approval of Action Letter dated January 14, 2019

Recommendation: I move for approval of the Action Letter dated January 14, 2019.

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

Monday, January 14, 2019

7:00 PM

Council Committee Conference Room 1-114

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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Call to Order

Chairman Mall called the January 14, 2019, Board of Aeronautic Commissioners meeting to order at 7:00 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.

Roll Call

Guests in attendance were: Mr. John Barker with R.I.C.; Christine Bushyhead and Corey Henry with the law firm Bushyhead LLC; Mr. Gregory Short, developer; and a guest of Mr. Short.

**Present:** 8 - Chairperson Phil Mall  
Commissioner James Brady  
Commissioner Paula Derks  
Commissioner Darryl Nelson  
Commissioner Joseph Towns  
Commissioner Tom Townsend  
Commissioner Molly Waller  
City Council Liaison Rob Binney

Approval of Agenda

A motion was made by Commissioner Derks, seconded by Commissioner Townsend, that the agenda of January 14, 2019, be approved. The motion carried unanimously 8-0.

Approval of Action Letter

1. [2018-2460](#) Action Letter dated October 8, 2018

**A motion was made by Commissioner Towns, seconded by Commissioner Brady, to approve the October 8, 2018 Action Letter. The motion carried unanimously 8-0.**

Public Comments

Chairman Mall introduced John Barker with R.I.C.

## Business

### 2. [2018-2479](#) East Side Development Concept Presentation

Mr. Bob Hartnett, Deputy Director of Public Works, gave some background on the project. Staff first became aware of the proposal several months ago. He introduced Corey Henry, with the law firm of Bushyhead LLC. Christine Bushyhead is the partner who represents Mr. Gregory Short, the developer who would like to have a mixed use corporate hangar development at the Airport.

Mr. Hartnett showed a map of the east side envisioned as a corporate side of the airport. Mr. Henry discussed the proposed development, a direct private investment with Sky Pros Aviation and Life Flight Eagle helicopter being housed out of the hangar. Water and sewer are readily available infrastructure. Commissioner Waller asked where the proposed hangar is on the apron. Discussion ensued about the physical dimensions of the hangar. Drawings were discussed, as well as access roads and location near existing roads. Discussion ensued about the infrastructure currently in place and the price the developer is seeking was discussed. Commissioner Waller asked if the developer is looking for feedback from the Commissioners, and discussion on parking and the potential development of a new terminal building took place. Commissioner Derks asked what category of aircraft developer is seeking and discussion ensued. Mr. Short described the customer base of aircraft he currently works with as well as Sky Pros' business. Mr. Short talked about his vision for the Lee's Summit Airport and why he would like to locate his development in the City. Mr. Hartnett described how, since the runway improvement, the airport has exceeded expectations and the possibility of expansion plans is discussed. Mr. Hartnett stated that moving forward, additional City review will be required. Development staff will need to review the proposal, including the proper planning, zoning and building requirements. More discussion ensued about land area uses at the airport, existing buildings and the design concept of the proposed development. Mr. Hartnett noted the City is aware the Airport Master plan from 1998 and the Airport Business Plan from 2008 are outdated. The east side of the airport has been envisioned to become the corporate or business side in the future. Discussion ensued and direction was given to continue working on a more detailed proposal.

**This Presentation was received and filed. A motion was made by Commissioner Townsend and seconded by Commissioner Brady, to recommend that the BOAC direct staff to continue to work with the developer on a full proposal. The motion carried 7-0 (Commissioner Towns abstained from the vote).**

## Roundtable

Commissioner Brady thanked the airport for removal of snow.

**Board of Aeronautic Commissioners**

**Action Letter**

**January 14, 2019**

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Adjournment

Commissioner Mall adjourned the January 14, 2019, meeting of the Board of Aeronautic Commissioners at 8:19 p.m. at City Hall, 220 SE Green Street, City Council Committee Room.

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## Packet Information

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**File #:** TMP-1193, **Version:** 1

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An Ordinance Approving a New Schedule of Discounts For Fuel Sales at the Lee's Summit Municipal Airport.

Key Issues:

- The Airport operates as an enterprise fund and is expected to cover operational expenses by generating revenue through hangar rental, fuel sales, ground leases, and charges for services.
- Fuel pricing and discounts are a consideration when choosing to use, or base an aircraft at an airport.
- In FY20, the markup on all fuels will be increasing
- Providing a lower cost fueling option acts as a tool attract and retain based and transient customers.

Proposed Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance Approving a New Schedule of Discounts For Fuel Sales at the Lee's Summit Municipal Airport.

SECOND MOTION: I move for adoption of an Ordinance Approving a New Schedule of Discounts For Fuel Sales at the Lee's Summit Municipal Airport.

Background:

The Airport operates as an enterprise fund and is expected to cover operational expenses through hangar rental, fuel sales, and ground leases. Annually, the Airport reviews the fuel mark-up rates, fees for services, and discounts to ensure that the Airport is generating enough revenue to cover operational cost. Additionally, keeping up with the local market to remain competitive in the marketplace, and is able to plan for future equipment and facilities.

The Airport has determined that an increase in the fuel markup on both Jet-A and 100LL is required to cover new operating expenses, remain competitive in the local market, plan for future facilities and equipment. The Airport will be increasing the retail price for 100LL Avgas an additional \$0.45/gal. and an additional \$0.65/gal. on Jet-A before discounts in FY20. To continue to retain and attract customer the schedule of discounts needs to be updated.

Proposed Discounts

See attached Exhibit A

Presenter: Joel Arrington, Assistant Airport Manager

Recommendation:

Staff recommends approval of an An Ordinance Approving a New Schedule of Discounts For Fuel Sales at the Lee's Summit Municipal Airport.

Committee Recommendation:

The Board of Aeronautical Commissioners



AN ORDINANCE APPROVING A NEW SCHEDULE OF DISCOUNTS FOR FUEL SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, City Council has previously approved the Lee's Summit Airport ("Airport") fuel discount sales prices by passage of Ordinance No. 8328 and most recently approved new fuel sale prices on March 19, 2019, by passage of Ordinance No. 8592 to take effect July 1, 2019; 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, a new schedule of fuel discounts for certain volume purchasers who purchase a set number of gallons within a 30 day period is ready for consideration; and

WHEREAS, the City Council finds that the proposed schedule of fuel discounts for volume purchasers 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 schedule of fuel discounts for volume purchasers, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth, be and hereby is approved.

SECTION 2. That the City Manager and Airport Manager shall implement said fuel discounts as approved by the Council.

SECTION 3. 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.

SECTION 4. That should any section, sentence, or clause of any Exhibit of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

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 K. Yendes*  
Chief Counsel, Infrastructure and Planning

# Exhibit A

## Proposed Discounts

### Avgas and Unleaded Discounts

To continue providing the availability of self-service fuel for 100LL Avgas and Unleaded fuel, Staff recommends adjusting the self-service discount. By providing a competitive rate the Airport is able to attract and retain customers who prefer to self-serve their aircraft. On average the self-service price/gal. will be increasing \$0.32/gal for self-service fuel after discounts are applied.

### Historical 100LL Avgas Sales

FY17: 88,311 gallons  
FY18: 91,076 gallons  
FY19: 90,000 gallons (projection)

Service Level	Current Discount/gal.	Proposed Discount/gal.
Full Service Based	\$0.19	\$0.25
Self Service Transient	\$0.18	\$0.30
Self Service Based	\$0.41	\$0.45
Full Service Special Events	\$0.25	\$0.25

Monthly 100LL Avgas Discounts	
Gallons/MO	Discount/gal.
250-349	\$0.25
350-449	\$0.55
Greater than 550	\$0.60

## Jet-A Discounts

### Historical Jet-A Sales

FY17: 58,713 gallons  
FY18: 79,012 gallons  
FY19: 93,000 gallons projection

### Jet-A Fuel Discount for Based Customers

Jet-A	Current Discount/gal.	Proposed Discount/gal.
Full Service Based	\$0.21	\$0.25

### Jet-A Contract Fuel Discount for Based Aircraft

Jet-A Contract Fuel is a discount fuel program offered through our fuel supplier Avfuel. The Contract Fuel program gives aircraft operators the ability to purchase fuel at Avfuel branded dealers for less than regular retail prices. The Airport uses this program to attract and retain customers. Based customers generally receive larger discounts vs transient customers on fuel because based customers buy the majority of their fuel at their based airport.

Current In-To-Wing Rate	Proposed	Gallons/Month
\$1.50/gal.	\$1.50/gal.	0-1999
New Rate	\$1.45/gal	2000-3999
New Rate	\$1.40/gal	4000-5999
New Rate	\$1.35/gal	Over 6000

### Transient Jet-A Discounts/Transaction

Gallons/Transaction	Discount/gal.	*Contract Fuel Discount	CAA Discount
1-299	\$0.00	\$0.05	\$0.15
300-499	\$0.25	\$0.30	\$0.40
500 – 999	\$0.45	\$0.50	\$0.60
Greater than 1000	\$0.85	\$0.90	\$1.00

### Transient Jet-A Monthly Volume Discounts

Gallons/Month	Discount/gal.	*Contract Fuel Discount	CAA Discount
3000 - 5999	\$0.90	\$0.95	\$1.05
6000 - 10000	\$1.00	\$1.05	\$1.15

## Packet Information

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**File #:** TMP-1196, **Version:** 1

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An Ordinance approving a renewal and amendment to services being offered in the Fixed Base Operator Agreement between Rebel Aviation Inc. (Hereinafter "Operator") and the City of Lee's Summit, Missouri (Hereinafter "City") and authorizing the City Manager to Execute the same by and on behalf of the City.

### Issue/Request:

An Ordinance approving a renewal and amendment to services being offered in the Fixed Base Operator Agreement between Rebel Aviation Inc. (Hereinafter "Operator") and the City of Lee's Summit, Missouri (Hereinafter "City") and authorizing the City Manager to Execute the same by and on behalf of the City.

### Key Issues:

The Airport has received a request from Rebel Aviation Inc. as part of their lease agreement renewal with the City to also include additional services to be provided that would include aircraft maintenance and aviation testing center for aviation licenses and certificates, in addition to the flight training and aircraft rental currently being provided as part of their FBO Agreement.

### Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance approving a renewal and amendment to services being offered in the Fixed Base Operator Agreement between Rebel Aviation Inc. (Hereinafter "Operator") and the City of Lee's Summit, Missouri (Hereinafter "City") and authorizing the City Manager to Execute the same by and on behalf of the City.

### Background:

Rebel Aviation Inc. will have been located on the Airport for two-years as of May 1<sup>st</sup>. They are currently the only business providing aircraft rental and flight instruction at the airport. Rebel Aviation Inc. has been in operation over 15 years at Roosterville Airport in Liberty, Missouri. Rebel Aviation Inc. filled the gap left by a former flight school when the operators retired in 2012. The operators of Rebel Aviation Inc. are requesting approval to expand the services being offered to include aircraft maintenance and aviation testing center. Electronic testing is a service that was previously offered by Air Charter prior to the sale of their facility to the City in 2016. Rebel Aviation Inc. began their operation at the airport with the rental of one Open-T hangar to house one aircraft and rental of an office in the former Terminal building. Their fleet of aircraft has grown to two aircraft and the rental of the P-hangar with plans to add two more aircraft in the coming months. Prior to the arrival of Rebel Aviation Inc. the Airport was without an operating flight school for over five years after the owners of Midwest Executive Aircraft, Inc. retired and closed their doors in July 2012. The Airport actively marketed for a Flight School operator until the arrival of Rebel Aviation Inc. in 2017.

Impact/Analysis:

Flight School operations not only provide additional revenues from fuel sales, but could also provide hangar tenants from students that become pilots who decide to purchase their own aircraft and need hangar space to store their aircraft.

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Airport Manager, John Ohrazda

Recommendation: Staff recommends approval of an Ordinance approving a renewal and amendment to services being offered in the Fixed Base Operator Agreement between Rebel Aviation Inc. (Hereinafter "Operator") and the City of Lee's Summit, Missouri (Hereinafter "City") and authorizing the City Manager to Execute the same by and on behalf of the City.

Committee Recommendation:

**BILL NO. -**

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AN ORDINANCE APPROVING A RENEWAL AND AMENDMENT TO SERVICES BEING OFFERED IN THE FIXED BASED OPERATOR AGREEMENT BETWEEN REBEL AVIATION, INC. (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI, (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit owns and operates the Lee's Summit Municipal Airport (hereinafter "Airport") which includes the ownership of a number of facilities located on the property; and,

WHEREAS, the Airport, through the City Council, periodically enters into agreements for the facilities located on the property for various aviation business purposes; and,

WHEREAS, Rebel Aviation, Inc. has requested permission to renew their contract and add additional services to include aircraft maintenance and aviation testing center as a Fixed Base Operator (FBO) at the Lee's Summit Municipal Airport: and

WHEREAS, Rebel Aviation, Inc. and the Airport have negotiated the terms and conditions of a Fixed Base Operator Agreement which provides for the operations as an FBO; and,

WHEREAS, City and Rebel Aviation, Inc. wish to enter into the Fixed Base Operator Agreement.

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

SECTION 1. That the Fixed Base Operator Agreement by and between the City of Lee's Summit, Missouri and Rebel Aviation, Inc. for the purpose of the operation of a Fixed Based Operator Agreement (FBO), a true and accurate copy being attached hereto as Exhibit "A" and incorporated herein by reference, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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.

SECTION 3. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

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

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Mayor, William A. Baird

ATTEST:

**BILL NO. -**

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



**FIXED BASE OPERATOR AGREEMENT**

**Rebel Aviation Inc.**

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**2019**

**And**

**The City of Lee's Summit, Missouri**

FIXED BASE OPERATOR AGREEMENT

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## FIXED BASE OPERATOR AGREEMENT

THIS LEASE AGREEMENT is made this \_\_\_\_ of \_\_\_\_\_, **2019**, between the City of Lee's Summit, Missouri, hereinafter called "City," and ***Rebel Aviation, Inc.***, a corporation incorporated and existing under the laws of the State of Missouri and authorized to do business in the State of Missouri, hereinafter called "Operator".

### WITNESSETH

WHEREAS, City operates the Lee's Summit Municipal Airport, hereafter called "Airport," located in the City of Lee's Summit, Jackson County, Missouri; has the right, title and interest in and to the real property comprising the Airport; and has full power and authority to enter into this Agreement;

WHEREAS, the Operator is desirous to rent Open-bay Hangar Unit #1 for the operation of a flight school and aircraft rental, aviation maintenance and testing center Fixed Based Operation located at the Airport; and

WHEREAS, Operator agrees to comply with the Minimum Standard Requirements for Airport Aeronautical Services adopted by the City for fixed based operators and requirements for specific businesses engaged in which includes flight school and aircraft rental business at the Lee's Summit Municipal Airport and the Lee's Summit Municipal Airport Rules and Regulations, and as may be amended from time to time, which are hereby incorporated by reference as if fully set forth herein, for so long as this Agreement is in effect.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, City leases to Operator and Operator leases from City the following described premises and rights, subject to the following:

### SECTION 1. LEASED PREMISES

#### Subsection 1.01 Description of Leased Premises

A. The term "leased premises", as referenced to in this Agreement, includes the following premises located at the Lee's Summit Municipal Airport, 2751 NE Douglas, Lee's Summit, Missouri, 64064:

1. Office premises Z.04 at the Airport Administrative Building, known as Suite A located therein;
2. The Aircraft Maintenance Facility, also referred to as "Building-P".

A. Missouri, 64064 for a period of **two (2)** years from and after the date of this Agreement.

B. The above referenced facilities are included as part of the Leased Premises in their present condition, and any improvements, together with the easements and rights thereto or as may be hereafter separately granted to effectuate the purposes of this lease, including the right of ingress thereto and egress therefrom.

C. The Operator may also use up to five (5) paved tie-downs, on an as needed basis and when available, to be used only for those aircraft that are owned, operated or under the control of the Operator. Such tie-down spaces are not specific as to location and are not for exclusive use by the Operator.

D. Upon request from the Operator and approval by the Airport Manager, the Operator may lease additional aircraft tie-downs or additional aircraft storage hangars on a daily or monthly basis for those aircraft that are owned, operated, or under the control of the Operator. Such additional tie-downs or hangars will be leased subject to the terms of this Agreement.

E. The parties agree that the Operator may, upon approval by the Airport Manager, substitute the above referenced office space, open or enclosed aircraft storage hangars for other such rental spaces. At such time the Operator wishes to rent office space, open or enclosed aircraft storage hangars, the rates will be based on the City's current schedule of fees. The City Manager is hereby authorized to execute any such addendum to this Agreement relating to the rental of office space or the addition of hangars. Any additional or substituted hangars will be subject to the terms of this Agreement, and the rental rate shall be the hangars current retail rate (the "Posted Rate").

## SECTION 2. PURPOSE OF AGREEMENT

### Subsection 2.01. Use of Leased Premises.

- A. Purpose of Agreement: The purpose of this Agreement is to establish an agreement for the operation of a flight school, aircraft rental, aviation maintenance and aviation testing center business as a Fixed Base Operator (FBO) at the Lee's Summit Municipal Airport. In addition to other limitations and restrictions contained in this Agreement, the Operator agrees to the following limitations on the permitted uses of the Leased Premises:
- a. 1. Office premises Z.04 shall only be used for general business office purposes;
  2. Building P, shall only be used for the storage and maintenance of aircraft that are owned, operated, or under the control of the Operator.

B. Conditions of Granting Fixed Base Operator Status: Granting Operator the status of Fixed Based Operator is conditioned upon the following covenants:

- (1) That the right to use the public airport facilities as well as all of Operator's rights as a fixed Base Operator shall be exercised subject to and in accordance with the laws of the United States of America including regulations promulgated by the Federal Aviation Administration (FAA), the State of Missouri, and the City of Lee's Summit, now in force or afterwards ordained or promulgated including environmental legislation and regulations.
- (2) That Operator shall obtain a business license from the City prior to commencement of its Aeronautical Services.
- (3) That Operator shall provide the City with appropriate certificates of insurance in accordance with Subsection 8.02 and all relevant FAA certificates for types of services provided.
- (4) That the Operator shall comply with the Minimum Standard Requirements for Commercial Airport Aeronautical Service Providers ("Requirements") as adopted and revised by the City. The Operator understands that this requirement is ongoing and continuing in nature, and that the Requirements are subject to future modification.
- (5) That the Operator shall comply with Lee's Summit Municipal Airport Rules and Regulations.

C. Aeronautical Services. Upon execution of this agreement and completion of all requirements herein, the Operator is authorized to undertake and provide the following proposed Aeronautical Services: Aircraft and Power plant maintenance, repair and inspection, Flight Instruction, Aircraft Rental, and Professional pilot services, (including but not limited to sight seeing, aerial photography and patrol). **aviation maintenance and aviation testing center.** The rights granted by this agreement will be exercised in such a way as to not interfere with or adversely affect the use, operation, maintenance or development of the Airport.

Subsection 2.02. No Exclusive Right. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

Subsection 2.03. Prohibited Activities. The following activities are expressly prohibited:

- A. Operator agrees not to use any Leased Premises or permit the use thereof in such manner as to make void or increase the rate of insurance thereon.
- C. The Operator is prohibited from selling or dispensing aircraft fuels. Any violation by the Operator of this subsection shall constitute a material breach of this Agreement, and shall constitute cause for immediate termination of the Agreement and repossession of the

Leased Premises by the City.

### SECTION 3. TERM

Subsection 3.01. Term. The Initial Term of this Agreement is one (1) years, commencing on the May 31, 2017, and terminating April 30, 2018. This agreement may be extended for one additional one year term upon the giving of sixty (60) days' notice by the Operator of its intent to so renew.

Subsection 3.02 Holdover. In the event Operator rents office space during the term of the agreement and continues to occupy the Leased Premises beyond the initial Agreement term, or any extension thereof, without the City's written consent thereto, such holding over shall not constitute a renewal or extension of this Agreement but shall create a tenancy from month to month which may be terminated at any time by either party giving thirty (30) days written notice to the other party. The Operator shall perform and maintain its obligations under this Agreement during any holdover period, including the payment of rent in accordance with Subsection 4.01 of this Agreement.

### SECTION 4. RENTALS, FEES AND RECORDS

#### Subsection 4.01 Rentals for Leased Premises.

The monthly rental payment for office premises Z.04 described herein is based on a rate of \$1.41 per square foot, resulting in a rental rate of two-hundred-sixty-five dollars (\$265.00) per month for the Northwest. In addition to the rental rate for office premises Z.04, the Operator shall pay a monthly fee of twenty dollars (\$25.00) for the use of various City provided services, including water, sewer, electricity, and trash removal. The rental rate for the Aircraft Maintenance Facility (hereafter known as Building-P, a 60-foot by 60-foot building) will be one-thousand eight hundred seventy-one (\$1,871.00) dollars per month for the two year period of the term of this agreement.

- A. Rental fees shall be adjusted following the Initial Term of this Agreement, and then after every Renewal Term thereafter, with each such adjustment to become effective upon commencement of the subsequent term. The rental rates shall be adjusted by the total change in the Consumer Price Index for All Urban Consumers, (CPI-U) all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 equals 100) or a successor index appropriately adjusted. This shall be measured by finding the difference between the CPI-U figure for the month immediately prior to the commencement date of the Agreement or of the previous two year measuring period, and the CPI-U index figure for the same month immediately prior to the commencement of the next measuring period, as described in the example below.

2. The percent increase in the Consumer Price Index during the measuring period shall be multiplied by the annual square footage rental rate to determine the annual rent to be paid for the next two year Renewal Term. The annual rent increases shall be cumulative. For example:

FORMULA	EXAMPLE
NEW CPI (9/99)	156.91
- OLD CPI (9/94)	149.44
CPI CHANGE+	7.47
 CHANGE IN CPI = % CPI	 7.47 = (5.00%)
OLD CPI	149.44
 (% CPI + 1) X CURRENT RATE =	 (0.05 + 1) X \$0.25 = \$0.26
NEW RATE	

3. Notwithstanding the adjustment calculation methodology stated above, at no time during the term of this Agreement, including any renewals thereof, will the annual square feet rental rate decrease. In the event the adjustment calculation methodology described above would result in a decrease in the annual rental rate, the Operator shall, for that measuring period under the said Renewal Term, pay an annual rental rate in the same amount as that assessed for the Renewal Term or measuring period immediately prior to the period or renewal term involving the calculated or appraised decrease. In the event that the City causes a decrease in the total square feet of the Leased Premises, the total rental amount would decrease proportionately.

Subsection 4.02 Fuel Purchase Rates:

A. Operator agrees to pay fuel pricing, per gallon, established each Monday based on the most recently delivered Wholesale Price + Federal Excise Tax (+ State Excise Tax for 100LL) + (any other federally or state mandated taxes or fees) + City Fee. The City Fee shall be according to the following table, based on Operator’s total annual fuel volume purchased from City.

City Fee

Volume	Fee Per Gallon Self Service	Fee Per Gallon Full- Service
0-49,999	\$ 0.45	\$0.55
50,000 – 99,999	\$ 0.37	\$0.47
100,000 – 199,999	\$ 0.35	\$0.45
200,000 +	\$ 0.30	\$0.40

The fee per gallon for the City Fee shall be assessed incrementally on the respective volumes listed in the above table, such that the fee per gallon for each gallon purchased in the first range shall be \$ 0.55 per gallon for full service and \$0.45 per gallon for self service, the fee per gallon for each gallon purchased in the second range shall be \$ 0.47 per gallon for full service and \$0.37 per gallon for self service and so forth. The above fuel pricing shall apply to and be calculated based on all aircraft owned or operated by the Operator or permanently hangared at the Airport. Per gallon fuel prices shall be rounded up or down to the nearest half cent.

B. The Airport shall provide fuel invoices on a weekly or bi-weekly basis based on Operator's Preference. Operators wishing to pay monthly shall deposit with the City \$5,000 or an amount equal to the average cost for two weeks' worth of total fuel usage, whichever is greater. Fuel use will not be charged against this deposit. During each renewal of this Agreement, average fuel use will be reviewed to determine appropriate deposit amount required. Upon such review, the Operator agrees to adjust the deposit as required. Upon termination of this agreement, said deposit shall be returned to the Lessee, minus any amount for unpaid invoices.

Subsection 4.03. Delinquent Payments. The Operator agrees to pay all invoices within ten (10) days after receipt. The City may establish an interest charge computed as simple interest, to be collected on the principal of all sums due and unpaid for more than ten (10) days, but such interest when assessed thereafter, shall be computed from the 11<sup>th</sup> day after invoice date. The City reserves the right to refuse to provide services, including fuel, or require payment in advance for any fuel or services at any time Operator is thirty (30) days or more delinquent on any payment. Upon payment of any delinquent amounts, the decision to provide services on an advance payment or invoice basis is at the sole discretion of the Airport Manager. In the event that collection activities, including litigation, are used in order to recover past due amounts owed, the City shall be entitled to recover its collections costs, including its reasonable attorney's fees.

Subsection 4.04. Review and Adjustment of Fuel Fees. Fuel fees listed in Subsection 4.02 ***above shall be in effect for one (2) year from the effective date of the Agreement. Operator and City agree to review fuel fees and re-negotiate, if mutually deemed appropriate for the remainder of the term of this agreement.*** Upon notification of request for renewal of the agreement per Subsection 3.01, fuel fee shall be reviewed and re-negotiated as appropriate.

Subsection 4.05 Fees for Ramp Tie-Downs and Other Services. Open ramp aircraft tie-downs shall be charged at a rate of fifty percent (50%) of the retail rate (the "Posted Rate") for flight school training, rental aircraft, or on consignment to the Operator. The charge for towing services shall be at the Posted Rate. Any special services not available or required by other airport patrons will have rates determined on a case by case basis.

Subsection 4.06. Books and Records of Operator. There are no books and records requirements under this Agreement.



Subsection 4.07. Audit. There are no audit requirements under this Agreement.

## SECTION 5. OBLIGATIONS OF OPERATOR

Subsection 5.01. Operations by Operator: Operator agrees:

- A. To promote aviation activity on the Airport and to conduct operations on the Leased Premises in a proper, efficient and courteous manner.
- B. That all services shall be furnished on a fair, equal and nondiscriminatory basis to all users, and that only fair, reasonable and nondiscriminatory prices for each unit of sale or service will be charged. Operator may, however, make reasonable and nondiscriminatory discounts, rebates or other similar price reductions to volume purchasers.
- C. To furnish those Aeronautical Services listed heretofore and to receive written approval from the Airport Manager of all Operator's operations, signs, etc. thirty (30) days before start-up of any additional Aeronautical Services or cessation of any or all approved Aeronautical Services.
- C. To supply the Airport Manager with a list of its employees or associated personnel names, job titles and duties, and their emergency telephone numbers and addresses. The Airport may request background or other checks on such employees.
- E. To not execute an agreement with any subcontractor to perform the Operator's Aeronautical Services without written approval of the City and to insert in all subcontracts a provision requiring the subcontractors to comply with applicable provisions of this agreement and further provide in each subcontract a statement "that nothing contained in these conditions shall create any contractual relationship between the subcontractor and the City."
- F. To provide the City with a list by "N" number and type of all aircraft owned or operated by Operator and to provide a written revision of said list within seven (7) days of any aircraft changes.
- G. To follow the procedures of the National Fire Protection Association when draining residual fuel from aircraft tanks incidental to aircraft fuel system maintenance, testing, manufacturing, salvage, or recovery operations

- H. To store any paints, cleaners or other flammable liquids in an approved storage locker.
- I. If any are applicable, follow all Homeland Security requirements and Transportation Security Administration recommendations, as amended, as they pertain to registering and recording new student pilots and pilot rating upgrades.

Subsection 5.02 Nondiscrimination. Operator, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (A) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises; (B) that in the construction of any improvements on, over, or under such land and the furnishing of services thereof no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (C) that Operator shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and any other relevant law, regulation or standard in effect now or adopted in the future, and as said Regulations may be amended, to the extent that said requirements are applicable, as a matter of law, to Operator.

Subsection 5.03. Fair Service. The Operator agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Operator may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Subsection 5.04. Observance of Statutes, etc. The granting of this Agreement and its acceptance by Operator is conditioned upon the right to use the Airport facilities in common with others authorized to do so. The Operator shall observe and comply with any and all requirements of the constituted public authorities and with all Federal, State or Local statutes, ordinances, regulations and standards applicable to Operator for its use of the leased premises, including but not limited to, rules and regulations promulgated from time to time by the City for the administration of the Airport. The Operator shall also defend, reimburse, indemnify and hold harmless the City, its agents, employees and elected officials, including costs of defense, from any claims, demands, penalties or liability which may accrue to it because of any alleged violation or noncompliance with any such statute, ordinance, rule or standard by the Operator or resulting from Operator's activities hereunder.

## SECTION 6. OBLIGATIONS OF THE CITY

Subsection 6.01. Operation as a Public Airport. The City reserves the right to discontinue use of the Airport as an airport. The City covenants and agrees that as long as the City continues to use the Airport as an airport it will operate and maintain the Airport consistent with and pursuant to the Sponsor's Assurances given by the City to the United States Government under the Federal Aviation Act, subject to the City's Reservations set forth in this Agreement.

## SECTION 7. CITY'S RESERVATIONS

Subsection 7.01. Free and Unrestricted Flight. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises herein leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or thereafter used for navigation of or flight in the air using said airspace or landing , taking off from, or operating on or about the Airport.

Subsection 7.02. Subordination to U.S. and Missouri State Government. This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States or any agency thereof, and between the City and the State of Missouri or any agency thereof, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City for Federal or State funds for the development of the Airport.

Subsection 7.03 Improvements, Relocation, or Removal of Structures. The City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport (including, without limitation, the Leased Premises), including the right to remove or relocate any structure on the Airport as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting or permitting to be erected, any buildings or other structures on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. The City further reserves the right to take any of the aforementioned actions regardless of the desire or views of the Operator, without interference or hindrance by the Operator and without obligation to abate rent or otherwise provide relief of be liable to the Operator for any harm or inconvenience from disruption of Airport operations resulting from such actions.

Subsection 7.04. Inspection of Leased Premises. The City, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter any Leased Premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Agreement.

Subsection 7.05. War or National Emergency. During the time of war or national emergency,

the City shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the lease to the Government shall be suspended.

## SECTION 8. INDEMNITY AND INSURANCE

Subsection 8.01. Indemnification. Operator agrees to protect, defend, indemnify, and hold the City of Lee's Summit, and its officers employees, elected officials in their official and personal capacities, and attorneys, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement or the use or occupancy of the Leased Premises, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused solely by the negligence or willful misconduct of the City, or its officers and employees. This duty shall also extend to claims of damages to the environment caused by Operator, including but not limited to the investigation, field study, and cleanup costs assessed by any federal, state or local agency against the City of Lee's Summit or any of its agents or employees, as well as any civil fine or penalty. The City shall give to the Operator reasonable notice of any such claims or actions. The provisions of this Section shall survive the expiration or early termination of this Agreement. The duties of the Operator specified herein shall not be limited by the amount of any insurance coverage required to be provided by the Operator herein, but shall extend to the full amount of any such claim or liability. This duty shall also not be limited by the provision of any workers' compensation coverage.

Subsection 8.02 Insurance Requirements. Operator shall, at its expense, procure and keep in force at all times during the term of this Agreement, from a financially sound and reputable company acceptable to the City, all types of insurance required pursuant to the City's Minimum Standards for Commercial Aeronautical Service Providers, Appendix 1, *Minimum Insurance Policy Requirements*, as currently revised, in amounts at least equal to the minimum amounts specified therein, unless specified otherwise in this sub-section, insuring Operator for bodily injury and property damage, and such other insurance necessary to protect the Operator from all such claims and actions described in the preceding section 8.01. Operator recognizes that the required amounts of coverage set forth are the minimum limits, and may not reflect the Operator's actual risk. Operator shall furnish the City with a certificate of insurance as evidence of coverage whenever requested. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to the City and such requirement for notice shall appear on the face of the certificate of insurance. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost. Operator further agrees to name the City as an additional insured on all applicable policies, with

the exception of the policy endorsement covering hired and non-owned automobiles, and workers compensation. Operator further agrees to increase its insurance coverage, if necessary, to ensure coverage for all approved Aeronautical Services and if Operator adds any Aeronautical Services not identified in Subsection 2.01(C)

Subsection 8.03 Insurance Notification. Operator shall keep on file with the Airport Manager a copy of a current certificate of insurance evidencing that Operator has procured all required insurance coverage and that said insurance coverage will not be canceled without thirty (30) day advance written notice to the City. This agreement will not be executed, renewed or extended by the City until such proof of coverage has been received, reviewed and accepted by the City.

## SECTION 9. TERMINATION OF AGREEMENT BY OPERATOR

Subsection 9.01. Termination. Unless renewed by the Operator as described in Subsection 3.01, this Agreement shall terminate at the end of the term, or at such time as written notice of termination is provided by either party as provided in Subsection 9.02 or Subsection 10.02.

Subsection 9.02. Termination by Operator. Operator, in addition to any other rights it has under the law, may terminate this Agreement and terminate its obligations hereunder (excluding such obligations that survive the expiration or termination of this Agreement) at any time that Operator is not in default in the payment of rentals and/or fees to the City by giving the City sixty (60) days advance written notice to be served as hereinafter upon or after the happening of any one of the following events:

- A. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, so as to substantially affect Operator's use of the system at the Airport, and the remaining in force of such injunction for a period of at least sixty (60) days; provided, however, that such injunction is not due to Operator's operation at the Airport.
- B. The default by the City in the performance of any covenant or agreement herein required to be performed by the City, and the failure of the City to undertake and be continuing to remedy such default for a period of sixty (60) days after receipt from Operator of written notice to remedy the same; provided, however, that no notice of termination, as above provided, shall be of any force or effect if the City shall have remedied the default prior to receipt of Operator's notice of termination.
- C. The assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities or any substantial part or parts thereof, in a manner as substantially to restrict Operator for a period of at least sixty (60) days from full use of its leased premises, and in that event, a just and proportionate part

of the rent hereunder shall be abated.

## SECTION 10. TERMINATION OF AGREEMENT BY CITY

Subsection 10.01. Termination by the City. The City, in addition to any other rights to which it may be entitled by law, may declare this Agreement terminated in its entirety as provided in Subsection 10.02 upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Leased Premises. These events are as follows:

- A. The completion of the initial or any subsequent term without written notice of Operator's intention to enter into a subsequent term extension.
- B. The failure to pay all installments of fees then due (with interest) within thirty (30) days after receipt by Operator of written notice from the City to pay such rent.
- C. The filing by Operator of a voluntary petition in bankruptcy or the making of any assignment of all or any part of Operator's assets for benefit of creditors.
- D. The filing of an involuntary bankruptcy petition against the Operator as a bankrupt pursuant to any involuntary bankruptcy proceedings.
- E. The taking of jurisdiction by a court of competent jurisdiction of Operator or its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
- F. The appointment of a receiver or a trustee of Operator's assets by a court of competent jurisdiction or a voluntary agreement with Operator's creditors.
- G. The breach by Operator of any of the covenants or agreements herein contained, and the failure of Operator to remedy such breach within 30 days after receipt of written notice of such breach from the City.
- H. The abandonment of the Leased Premises.
- I. The breach of any one of the covenants contained in Subsection 2.03.C. in which case the provisions of Subsection 10.02 concerning notice to the Operator of the breach and time to cure said breach shall not apply.
- J. The Operator, its principles, directors, owners or agents, transfers, sells or otherwise conveys an ownership interest in the Operator greater than 50%.
- K. The City's discontinuation of use of the Airport as an airport.

Subsection 10.02. Termination Notice. In the event the City exercises its option to cancel this Agreement upon the happenings of any or all of the events set forth in this Section, a notice of cancellation shall be sufficient to cancel this Agreement; and, upon such cancellation, Operator hereby agrees that it will forthwith cease all FBO services defined and approved herein. The City shall provide written notice of its intent to terminate the Agreement to the Operator a minimum of sixty (60) days prior to the date of termination, except for termination as described in Subsection 10.01(I). Failure of the City to declare this Agreement terminated for any of the reasons set out shall not operate to bar, destroy, or waive the right of the City to cancel this Agreement by reason of any subsequent violation of the terms hereof.

## SECTION 11. ASSIGNMENT AND SUBLETTING

Subsection 11.01. Assignment. Operator shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the City. In the event of such assignment, Operator shall remain liable to the City for the remainder of the term of the Agreement to pay to the City any portion of the rentals or fees provided for herein upon failure of the assignee to pay the same when due. Said assignee shall not assign said Agreement except with the prior written approval of the City and the Operator herein, and any assignment by the Operator shall contain a clause to this effect. The City shall not unreasonably withhold its consent to any assignment, transfer or delegation by the Operator of its privileges and obligations under this Agreement to any successor, parent organization, wholly owned subsidiary or affiliate of the Operator.

Subsection 11.02 Subletting. The Operator shall not have the right to sublease all or part of the Leased Premises subject to the following conditions:

- A. No sublease or rental for the performance of FBO or Special Aviation Services Operator (SASO) services, the engagement of any aviation-related commercial activity upon the Leased Premises, or for any aviation-related commercial purposes shall be valid unless the sublessee has executed a separate Fixed Based Operator Agreement with the City; and
- B. No sublease or rental for the performance of non-aviation-related services or operations on the Leased Premises shall be valid unless the sublessee has executed a General Services Provider Agreement with the City.

## SECTION 12. GENERAL PROVISIONS

Subsection 12.01. The City shall maintain and keep in repair the Airport landing areas, including taxiways and aircraft parking apron and shall have the right to direct and control all activities of the Operator in this regard.

Subsection 12.02. Attorney's Fees. In any action brought by either party for the enforcement or the construction of the terms of this Agreement, the City, if it is a prevailing party in the action, shall be entitled to recover interest and its reasonable attorney's fees and litigation expenses, including, but not limited to, expert witness fees and expenses.

Subsection 12.03. Taxes. Operator shall pay any personal property taxes and other taxes which may be assessed against equipment, merchandise, or other personal property belonging to Operator located on the Leased Premises, or other permitted portions of the Airport, or upon Operator's activities thereupon.

Subsection 12.05. License Fees and Permits. Operator shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

Subsection 12.06. Non-Exclusive Rights. It is hereby specifically understood and agreed between the parties that nothing contained hereby shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended; and the City reserves the right to grant to others the privilege and right of conducting any one or all of the Aeronautical Services listed herein or any other activity of an aeronautical nature.

Subsection 12.07. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

Subsection 12.08. Applicable Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this Agreement be adjudicated, jurisdiction and venue shall be proper only in the Circuit Court of Jackson County, Missouri.

Subsection 12.09. Non-Waiver. No waiver of any condition or covenant contained in this Agreement or of any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Subsection 12.10. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Subsection 12.11. Binding Effect. This Agreement, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.



Subsection 12.12. No Partnership. Nothing contained in this Agreement shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between the City and Operator other than the relationship of the City and Operator.

Subsection 12.13. Duty to be Reasonable. Wherever in this Agreement the City is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment shall not be unreasonably exercised or unreasonably withheld.

Subsection 12.14. City Agent. Unless specifically stated herein, the City Manager, or his designee, shall be considered the agent and representative of the City with respect to all notices, approvals and matters contained hereunder, and his authority to act for and on behalf of the City in connection with all matters occurring under this Agreement shall not be questioned by the Operator.

Subsection 12.15. Non-Liability of Individuals. No director, officer, agent, elected official or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same. This Subsection 12.15 shall have no application to any independent guaranty or other assumption of the obligations of Operator which may be obtained by the City relative to this Agreement. This Subsection 12.15 shall also not apply to the Operator if the Operator is an entity other than a corporation in good standing and authorized to conduct business in the state of Missouri.

Subsection 12.16. Personal Property. Operator shall maintain the Leased Premises in a clean and orderly condition. Upon termination of this Agreement, Operator shall remove all personal property from the Leased Premises within thirty (30) days after said termination, unless otherwise agreed to, in writing, by the parties, and restore the leased premises to its original condition. If the Operator fails to remove said personal property within the aforementioned time frame, the City may take immediate possession of any property remaining on the Leased Premises and shall, at the City's sole option, become the property of the City or same may be removed and/or disposed of in any manner deemed appropriate by the City. The City shall not be liable in any manner for such removal and/or disposal; and the cost and expense of such removal and/or disposition shall be paid by the Operator.

Subsection 12.17. Casualty. If either part of the Leased Premises is damaged by fire or other insured casualty, the rent payable hereunder for such damaged premises shall not abate provided that the damaged premises are not rendered untenable by such damage. If the damaged premises are rendered untenable and the City elects to repair the damaged premises, the rent shall abate for the period during which such repairs are being made, provided the damages were not caused by the acts or omissions of the Operator, its employees, agents or invitees, in which case the rent shall not abate. If the damaged premises are rendered untenable and the City elects not

to repair the damaged premises, this Agreement shall terminate upon written notice from the City. If this Agreement is terminated by reason of fire or other insured casualty as herein provided, rent shall be apportioned and paid to the day of such fire or other insured casualty. Notwithstanding the forgoing, termination of the Agreement under this subsection shall not preclude the negotiation of a new agreement for alternate premises.

Subsection 12.18. Maintenance. City will keep the exterior of the Leased Premises in repair, provided that Operator shall give City written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by the carelessness or negligence of Operator, its agents, employees, or servants, in which event Operator shall be responsible therefore. Operator will keep the interior of the Leased Premises in good repair and will surrender the Leased Premises at the expiration of the term or at such other time as it may vacate the Leased Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear.

Subsection 12.19 Utilities. Rental of any Office Premises by the Operator shall include a monthly fee of twenty-five dollars (\$25.00) for the use of various City provided services, including water, sewer, electricity, and trash. This fee may be increased at the City's discretion and any such increase shall become effective upon \_\_\_\_\_ days written notice to Operator.

Subsection 12.20. Notices. Whenever any notice is required by this Agreement to be made, given or transmitted to the City, it shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, first class, addressed to:

Airport Manager  
Lee's Summit Municipal Airport  
2751 NE Douglas  
Lee's Summit, Missouri 64064

with a copy to the City Attorney, City of Lee's Summit, 220 SE Green St., Lee's Summit, MO 64063.

Notices to Operator shall be addressed to:

Rebel Aviation Inc.  
PO Box 1433  
Liberty, Missouri 64069

Attn. Robert Bingham

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above, or in the case of delivery by the City to the Operator, by posting said item conspicuously on the

leased premises. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, or posted on the leased premises, the item shall be considered received the third day after the date of posting.

Subsection 12.21. Prohibition against Interference. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

Subsection 12.22. Amendment of Agreement. This Agreement may not be amended or changed without the mutual written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Lee's Summit, Missouri.

Remainder of this page left intentionally blank.

**CITY OF LEE'S SUMMIT,**

\_\_\_\_\_  
Stephen Arbo,  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Office of the City Attorney

OPERATOR: [insert legal entity name]

Signature: \_\_\_\_\_

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

Attest:

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Remainder of this page left intentionally blank.

CITY OF LEE'S SUMMIT

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me \_\_\_\_\_, a Notary Public in and for said state, personally appeared Steve Arbo, City Manager of the City of Lee's Summit, Missouri, known to me to be the person who executed the within Agreement and acknowledged to me that he executed the Agreement for the purposes therein stated and as the free act and deed of the City of Lee's Summit, a municipal corporation.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ \_\_\_\_\_  
Notary Public Signature  
\_\_\_\_\_  
Printed or Typed Name

My Commission Expires: \_\_\_\_\_

operator's full legal name

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, the \_\_\_\_\_ of [operator's full legal name] who is personally known to me to be the same person who executed the within instrument on behalf of \_\_\_\_\_ of [operator's full legal name] , and such person duly acknowledged the execution of the same to be the free act and deed of [operator's full legal name].

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

/s/ \_\_\_\_\_  
Notary Public Signature  
\_\_\_\_\_  
Printed or Typed Name

My Commission Expires: \_\_\_\_\_

## Packet Information

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**File #: 2019-2657, Version: 1**

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Annual Airport Budget Presentation to Board of Aeronautic Commissioners

Issue/Request:

Annual Airport Budget Presentation to Board of Aeronautic Commissioners

Key Issues:

**Major Initiatives / Significant Changes for FY20**

- Proposed CPI Increase of 2.2 percent on Hangar and tie down rentals
- Changes made to Schedule of Fees for fuel mark-up, transient overnight fees and services to increase revenues to meet operational needs
- Sixth Annual Airport Open House
- Host fall customer tenant meeting to inform customers and tenants of planned improvements for the Airport

**CIP Projects for FY20**

- Requested Federal and State funding to begin the development of a new Master Plan and Business Plan over a period of several fiscal years to replace the current Master Plan that will be 20-years old - estimated cost \$385,850. Partial funding in FY19 of \$150,000 -Federal and State discretionary funds; may have additional funding from federal reimbursement grant from FAA equipment relocation project for airfield lighting project.

**Major Expenses (Non Internal Service)**

- 100LL Aviation fuel purchases-\$331,200
- Jet Fuel Aviation fuel purchases-\$238,140
- Insurance-\$38,150
- Electricity-\$52,000
- Environmental testing-Site Specific Permit, now requires quarterly testing - \$15,000

Proposed City Council Motion:

I move to recommend to the City Council approval of the Annual FY 2019-2020 Airport Budget.

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Recommendation: Staff recommends approval of the Annual FY 2019-2020 Airport Budget.

Committee Recommendation: [Enter Committee Recommendation text Here]

*Yours Truly*

# Airport Budget Presentation For Fiscal Year 20

BOAC

April 8, 2019



# Highlights

- Proposed CPI Increase of 2.2 percent on Hangar and tie down rentals
- Changes made to Schedule of Fees for fuel mark-up, transient overnight fees and services to increase revenues to meet operational needs.
- Sixth Annual Airport Open House
- Host fall customer tenant meeting to keep customers and tenants informed of planned improvements and developments for the Airport

# Facility Capital Expansion Request

- Requested Federal and State funding to begin the development of a new Master Plan and Business Plan over a period of several fiscal years to replace the current Master Plan that will be 20-years old - estimated cost \$385,850. Partial funding in FY19 of \$150,000 Federal/State discretionary funds; may have additional funding from reallocation of federal reimbursement from FAA airfield lighting project.

# Major Expenses (Non Internal Service)

- 100LL Aviation fuel purchases-\$331,200
- Jet Fuel Aviation fuel purchases-\$238,140
- Insurance-\$38,150
- Electricity-\$52,000
- Environmental Testing-Site Specific Permit;  
now requires quarterly testing-\$15,000

# Airport Operations



# Responsibility with Runway Improvements

- Lengthening of Runway and Increase in traffic, requires faster and more efficient snow removal. Two hours per FAA 150-5220-20
- Wildlife fencing maintenance increased for the 5.5 miles of fence line to mow and maintain.
- Grading projects have increased amount of acres that will now be mowed by an estimated 40%.

# FAA Expected Snow Removal Table

**Snow Removal Equipment Calculations**

\* Data entry required

Airport Name: **Lee's Summit Municipal**  
 Location: **Lee's Summit Municipal**

\*Average Annual Snow Fall: **14.1**  
 \*Type of Airport: **General Aviation**  
 \*Annual Operations: **>40,000**

Time allowed for removal per AC 150/5200-30: **2** hours

Users requiring assistance or reasonable accommodation may contact the FAA Central Region at 616-329-2600  
 Refer to AC 150/5220-20, Airport Snow and Ice Control Equipment, and AC 150/5200-30, Airport Winter Safety and Operations for specific guidance.

**Critical Snow Removal Areas:**

**\*Primary Runway (usually one)**

5,500	length (ft)	x	100	width (ft)	=	550,000	sq. ft.
4,000	length (ft)	x	75	width (ft)	=	300,000	sq. ft.

**\*Parallel taxiway and one or two principle connecting taxiways**

5,500	length (ft)	x	35	width (ft)	=	192,500	sq. ft.
4,000	length (ft)	x	35	width (ft)	=	140,000	sq. ft.
3,000	length (ft)	x	35	width (ft)	=	105,000	sq. ft.
	length (ft)	x		width (ft)	=	0	sq. ft.

**\*Terminal, Cargo, and General Aviation Aprons**

Critical apron area assumed as 1/2 of the apron.

50 % Req	x	425	length (ft)	x	371	width (ft)	=	78,838	sq. ft.
50 % Req	x	448	length (ft)	x	136	width (ft)	=	30,464	sq. ft.
50 % Req	x	530	length (ft)	x	391	width (ft)	=	103,615	sq. ft.
50 % Req	x		length (ft)	x		width (ft)	=	0	sq. ft.
50 % Req	x		length (ft)	x		width (ft)	=	0	sq. ft.

**Other critical areas (ie. emergency or ARFF access roads)**

	length (ft)	x		width (ft)	=	0	sq. ft.
	length (ft)	x		width (ft)	=	0	sq. ft.
	length (ft)	x		width (ft)	=	0	sq. ft.

Total Area: **1,500,417** sq. ft.

\*Snow Depth (in): **3**  
 \*Snow Density (lbs/cu ft): **25**

Tons of Snow: **4,688** tons

**Rotary Plow**  
 \*Rotary Plow Efficiency %: **70**  
 Minimum Rotary Plow snow removal rate: **3,348** tons/hr

**Displacement Plow**  
 \*Operating Speed (mph): **20**  
 \*Plow Efficiency %: **75**  
 \*Plow Cutting Angle (degrees): **30**

Effective Blade Length (ft) Required: **9.5** ft.  
 Actual Blade Length (ft) Required: **11.0** ft.

Snowfall Maps can be found here:  
 Iowa: <http://www.hprcc.uni.edu/wrcc/states/ia.html>  
 Kansas: <http://www.hprcc.uni.edu/wrcc/states/ks.html>  
 Missouri: <http://www.hprcc.uni.edu/wrcc/states/mo.html>  
 Nebraska: <http://www.hprcc.uni.edu/wrcc/states/ne.html>

- Refer to Figure 2-6 AC 150/5220-20 for GWW & HP rating @ carrier vehicles.  
 - Refer to AC 150/5220-20, Chapter 6, Paragraph 38 for minimum equipment requirements at Commercial Service and General Aviation airports.

Eligible Item	Max Quantity	Size	ft. Total
Rotary Plow	6	3,348	tons/hr Total
Displacement Plow	12	11	ft. Total
Sweeper	1		
Hopper Spreader	1		
Front End Loader	0		

Class 1 (up to 600 tons/hr, 50' casting distance)  
 Up to 2 times the # of snow blowers (displacement plows should have equal capacity as max rotary plow capacity)  
 1 Sweeper per 750,000 sq. ft. of pavement (rounded up)  
 1 Hopper Spreader per 750,000 sq. ft. of pavement  
 1 Front End Loader per 500,000 sq. ft. of critical apron space

This program assumes at least 15" annual snow fall. Rev Date: 03-22-2010

# Regular Visitors to the Airport



Citation 750



Lear 40



Phenom 300



BeechJet 400

# New Visitors to the Airport

- Increased usage of Airport resulting in a increase in jet fuel sales, over-night hangar storage fees, and other services
- Wider range of traffic that can use the Airport on a regular basis.
- Greater interest by private entities wanting to develop aviation facilities on/or adjacent to the Airport.



# Marketing

## We Have to Provide the Entire Package

- **Runway/Taxiway Improvements:**
  - Runway Length/Width
  - Grooved Runway Surface
- **Airport Facilities:**
  - Modern Terminal Building
  - Hangar for Storage
  - Adequate Fuel Farm
- **Service:**
  - Professional Line and Customer Service
  - Concierge Service
  - Modern Ground Support Equipment
- **Airfield Maintenance**
  - Dedicated Airport Facility Maintenance staff
    - Perform Snow Removal
    - Grounds Maintenance operations



# Marketing

- **Attending NBAA(National Business Aircraft Association) Conference Nov. 2018.**
- **NBAA Schedulers and Dispatchers Conference Feb. 2019.**

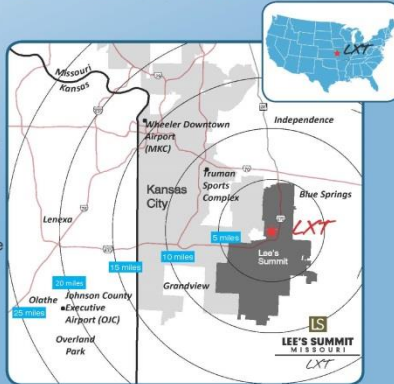
- **Direct Mailing**
- **Surveys**
- **Advertising on Industry Websites**
- **Digital Targeting**
- **Radio Ads with the Royals**

## LEE'S SUMMIT *At a Glance*

Lee's Summit is located 16 miles southeast of downtown Kansas City and is one of the fastest growing communities in the state of Missouri with a population of more than 96,000.

Lee's Summit Municipal Airport serves as a regional asset to businesses and patrons in Eastern Jackson County, Missouri and beyond. The airport can accommodate corporate jets capable of reaching the east and west coasts without stopping to refuel. It also provides quick and easy access to the following:

- downtown Kansas City and surrounding suburbs
- Truman Sports Complex, home of the Kansas City Chiefs and Royals
- shopping and entertainment venues
- hotel and dining options
- interstates and highways that connect in all directions
- a thriving business hub with corporations such as Cerner, Hallmark and more!



## **LS** MUNICIPAL AIRPORT **LEE'S SUMMIT**

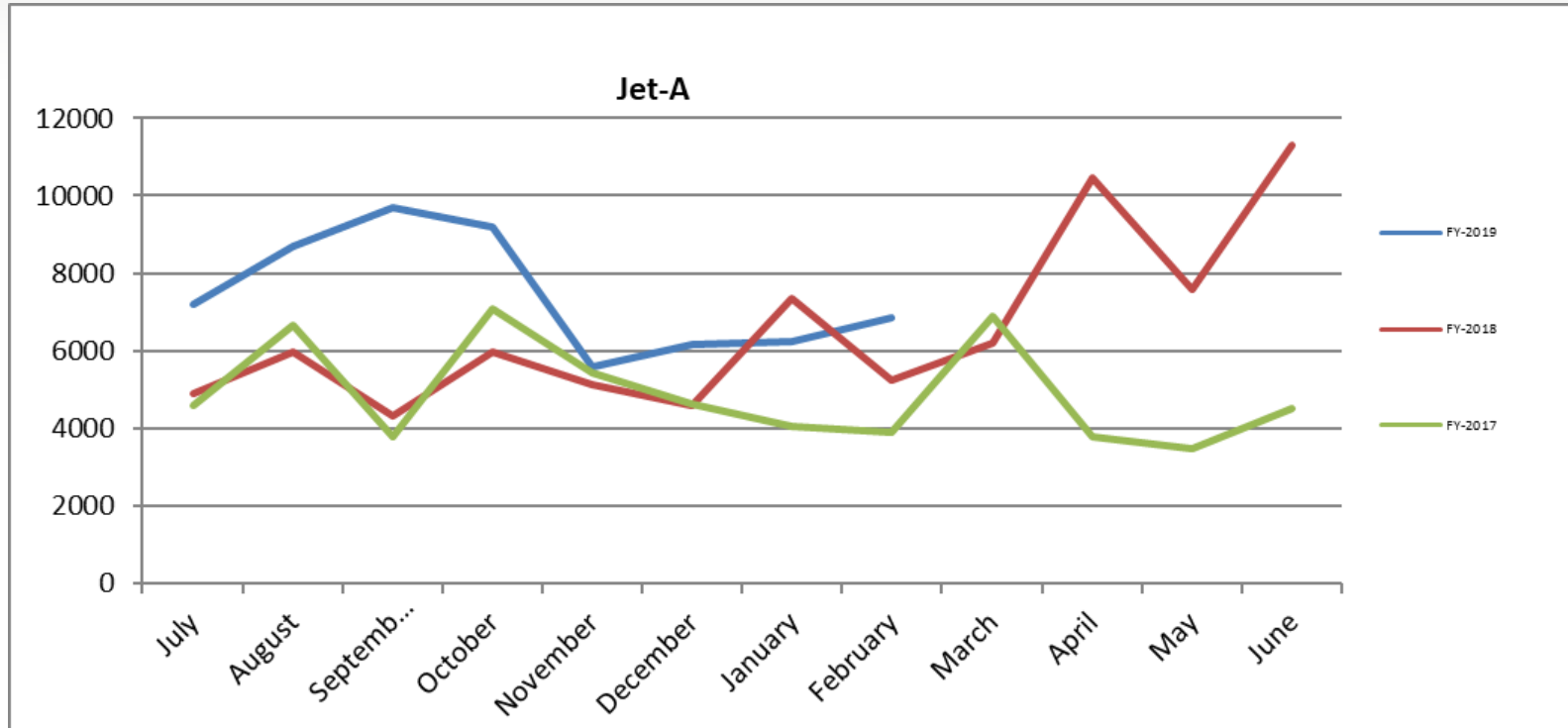
### THE NEW GATEWAY TO THE KANSAS CITY METRO

- 5,501 ft. grooved runway • Easy access to Kansas City • 40,000 sq. ft. indoor heated hangar
- 4,000 ft. crosswind runway • Full service FBO
- Fuel volume discounts • Full-time concierge service • Pilots lounge • Crew cars

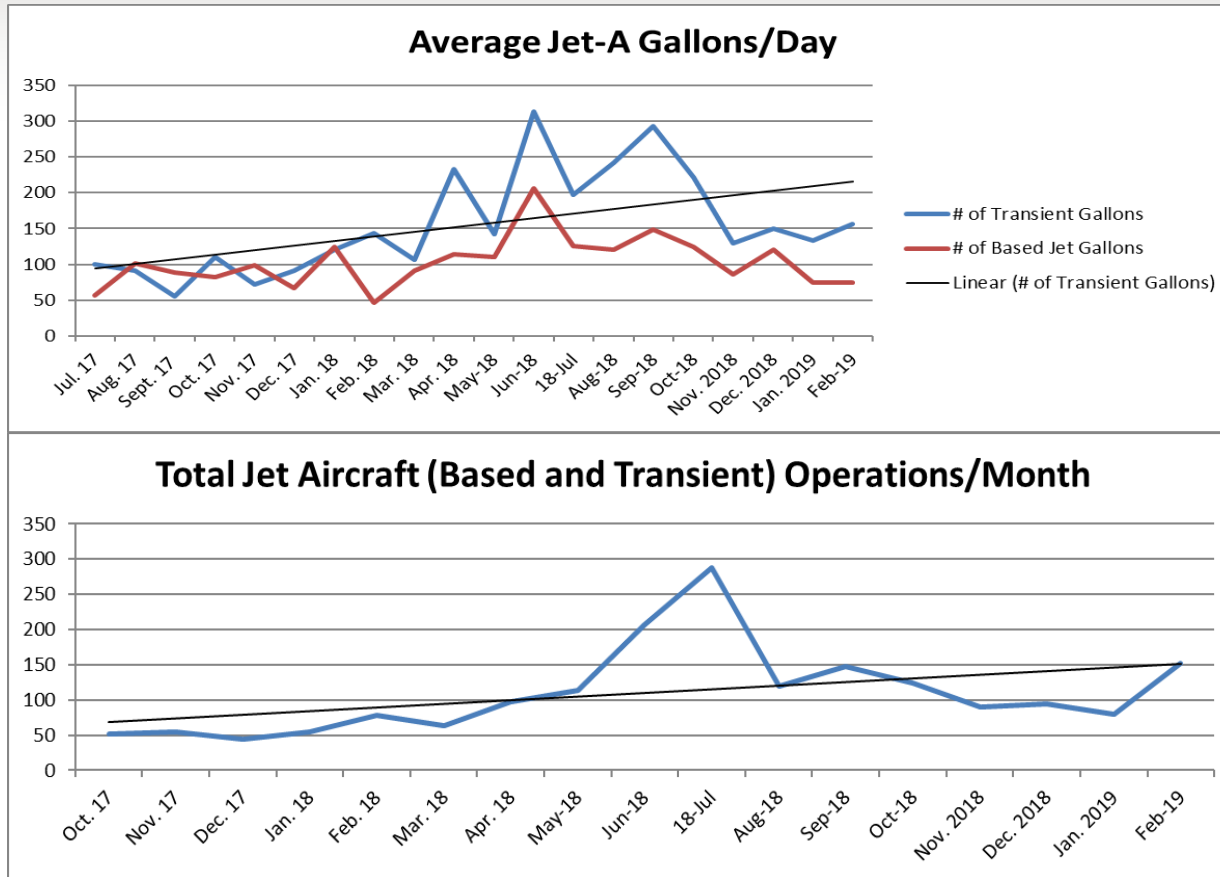


Lee's Summit Municipal Airport - LXT | LSairport.net | 816.969.1800  
2751 NE Douglas Street, Lee's Summit, Missouri

# Jet Fuel Sales Trend Since July 2018



# Jet-A Trends



*Yours Truly*

# Questions and Recommendation of Airport Budget FY20

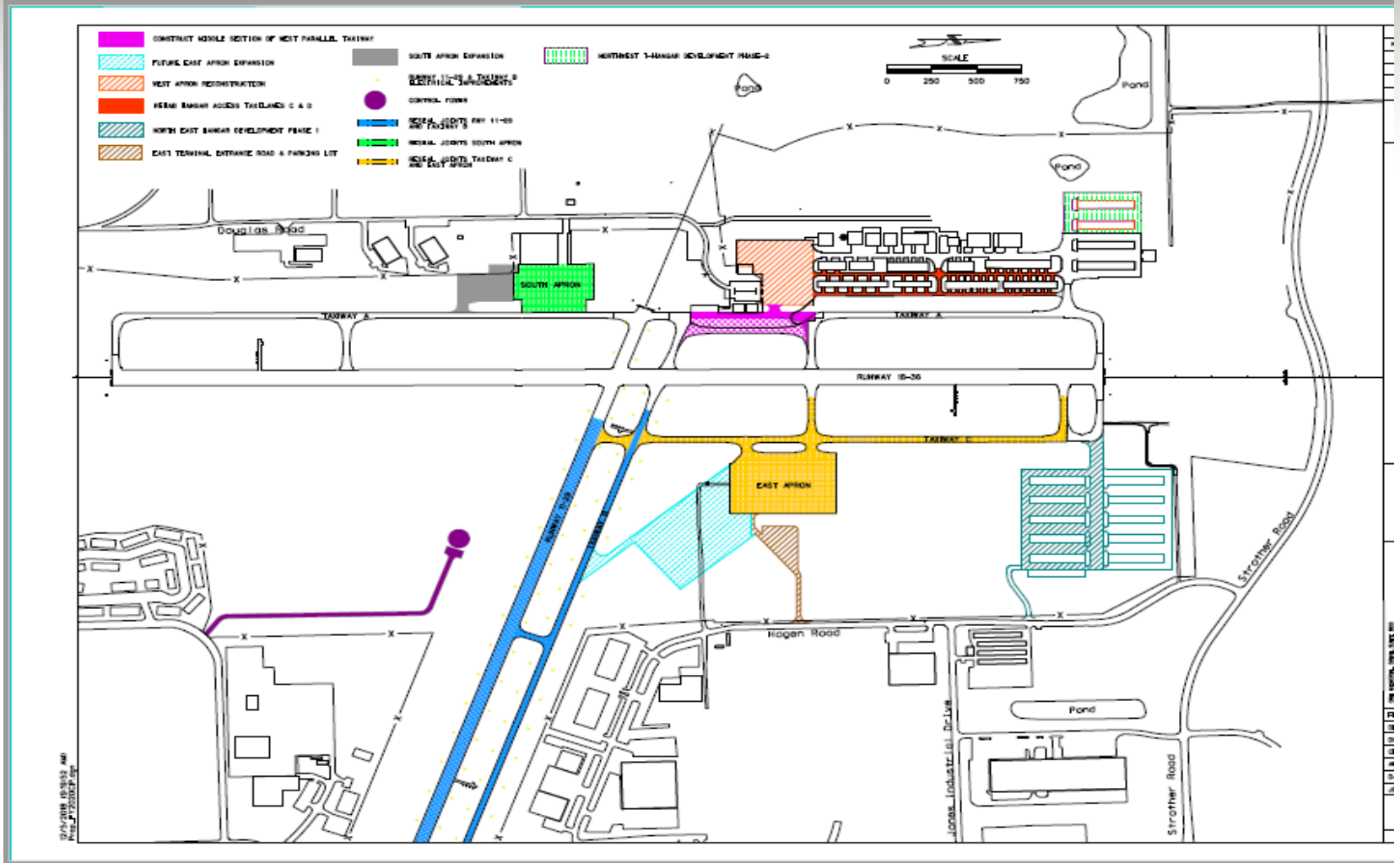
# FY20 Airport Capital Improvement Program

## AIRPORT (Costs in \$1,000s)

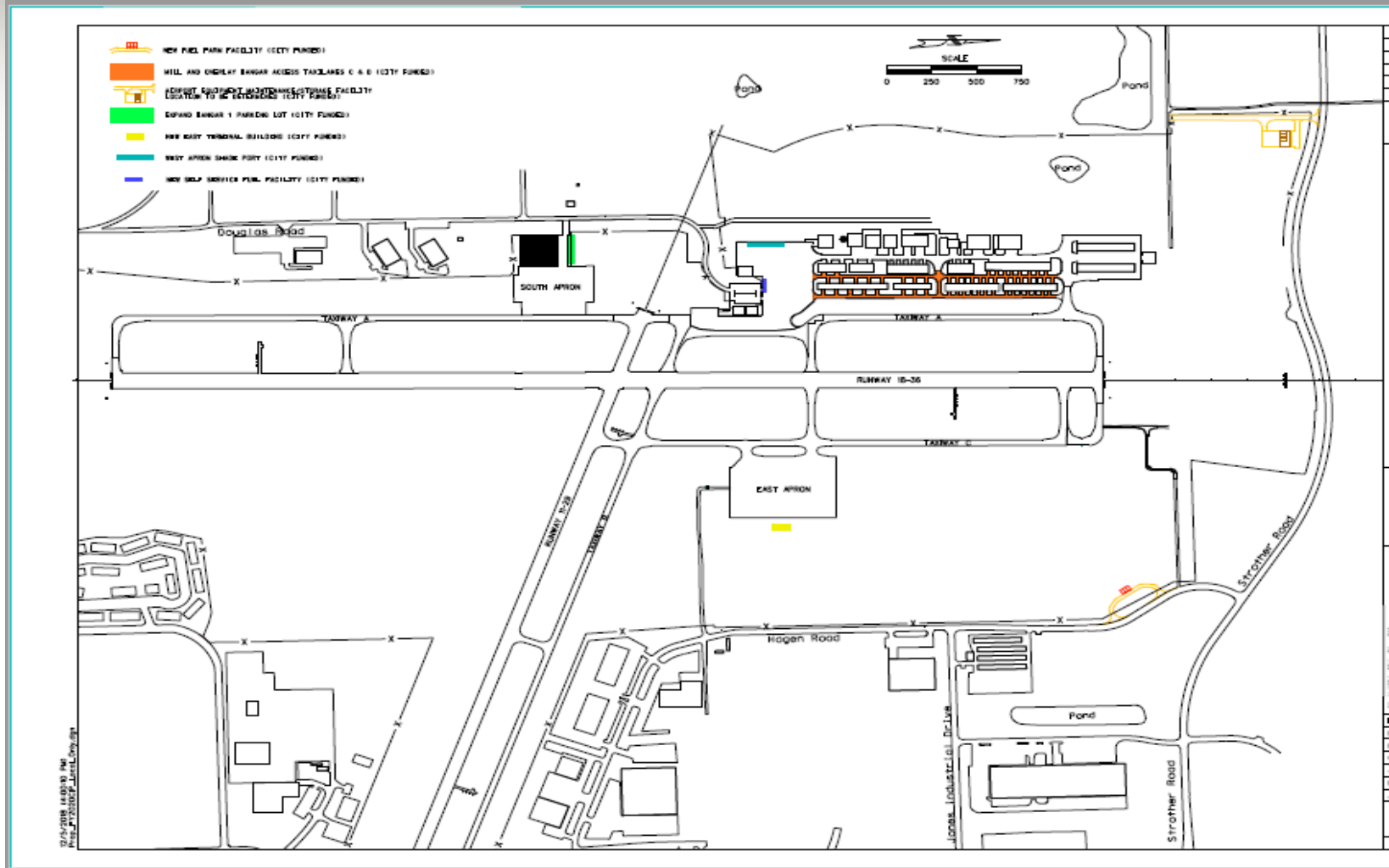
Project	Prior Yrs.	2020	2021	2022	2023	2024	Total
Construct Middle Section of West Parallel Taxiway	155	-	-	1,190	-	-	1,345
Expand Hangar 1 Parking Lot	100	-	-	-	-	-	100
Land Acquisition of ALP Properties Phase 2	6,350	-	-	-	-	-	6,350
Land Acquisition of ALP Properties Phase 3	320	1,725	-	-	-	-	2,045
Mill and Overlay Hangar Taxilanes Alpha and Bravo	288	-	-	-	-	-	288
New Airport Equipment Maintenance/Storage Facility	150	-	-	544	-	-	694
New Fuel Farm Facility	325	-	1,555	-	-	-	1,880
New Fuel Self Serve Facility	-	450	-	-	-	-	450
New Terminal Building	-	283	817	-	-	-	1,100
Rehabilitate Airfield Lighting Runway 11/29 and Taxiway Bravo*	-	-	-	-	50	-	503
Rehabilitate Hangar Access Taxiways Alpha and Bravo	-	150	1,182	-	-	-	1,332
Reseal Joint and Marking Runway 11-29 and Taxiway Bravo	-	-	30	563	-	-	593
Reseal Joint and Marking South Apron	-	-	-	15	157	-	172
Reseal Joint and Marking Taxiway Charlie and East Apron	-	-	-	-	30	366	396
Site Development - East Side Terminal Area	510	2,143	-	-	-	-	2,653
Site Development - Northeast Side	3,476	-	-	-	-	-	3,476
South Apron Expansion	-	-	-	240	400	869	1,509
Tree Removal in South Avigation Easement	-	-	-	-	300	-	300
Update Airport Master and Business Plans	550	150	100	-	-	-	800
West Apron Reconstruction	-	-	-	600	1,093	-	1,693
West Apron Shade Ports	-	-	-	500	-	-	500
<b>Total</b>	<b>\$12,224</b>	<b>\$4,901</b>	<b>\$3,684</b>	<b>\$3,652</b>	<b>\$2,030</b>	<b>\$1,235</b>	<b>\$28,179</b>

\* Indicates future funding beyond the current CIP

# Airport CIP



# Airport CIP Local





## Packet Information

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**File #:** 2019-2691, **Version:** 1

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Airport Financial Report Year to Date January 31, 2019

Issue/Request:

Review of Airport Financial Operations

Key Issues:

[Enter text here]

Proposed City Council Motion:

Informational only

Background:

[Enter text here]

Impact/Analysis:

Reports through March 2019 show the Airport fund with a net operating loss of \$387,262. The fund has operating revenues of \$967,690 against expenditures of \$1,354,952. Nonoperating items and transfers bring the fund to a year-to-date net loss of \$3,938,297. When depreciation expense of \$326,207 is eliminated, the net loss without depreciation is \$3,612,090. Pending grant reimbursements make up \$1,579,106 of this loss.

**Operating Revenues** overall are above budget (5%) and above prior year \$117,659 or 15%. Rental revenue is below budget by 7% for FY19 and down 7% (\$27,671) compared to last year. This drop is due hangar demolition and construction of replacement hangars further from the runway. Fuel revenues are above budget \$94,613 (19%) and up \$91,060 (21%) compared to last year. Overall, sales in gallons increased 15,934 gallons or 16% compared to last year. Jet A is up 14,575 gallons for a 38% increase. Note, Runway 18/36 was closed until the end of September 2017 (1<sup>st</sup> quarter of FY18) when comparing current year to prior year.

**Expenditures** are 4% over budget (\$46,765). Supplies for Resale (fuel is the primary item in this category) is \$88,043 or 30% over budget and up 35% over last year actual. This is due to increased gallons purchased (see revenues above) along with rising costs. In addition, there are some unposted adjustments that will make fuel costs decrease. Other supplies, services, and charges is \$24,999 or 14% over budget. This is due to a timing difference in insurance expenses due to a full payment made in the beginning of the fiscal year as compared to the budget was allocated evenly. This gap will narrow monthly as we progress through the fiscal year.

Darlene Pickett, Controller

# LS Memorandum

## City of Lee's Summit

To: BOAC

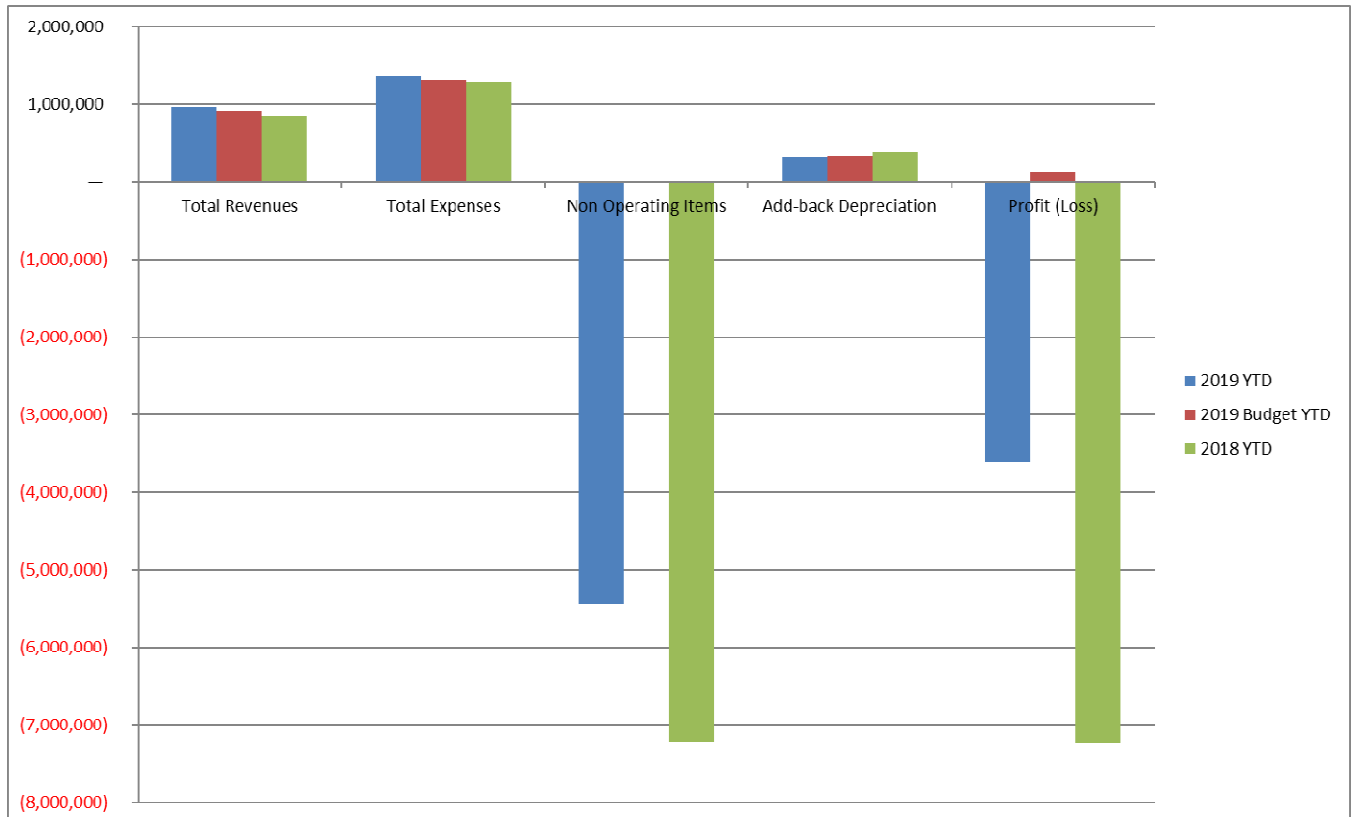
From: Darlene Pickett, Controller

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

Date: March 28, 2019

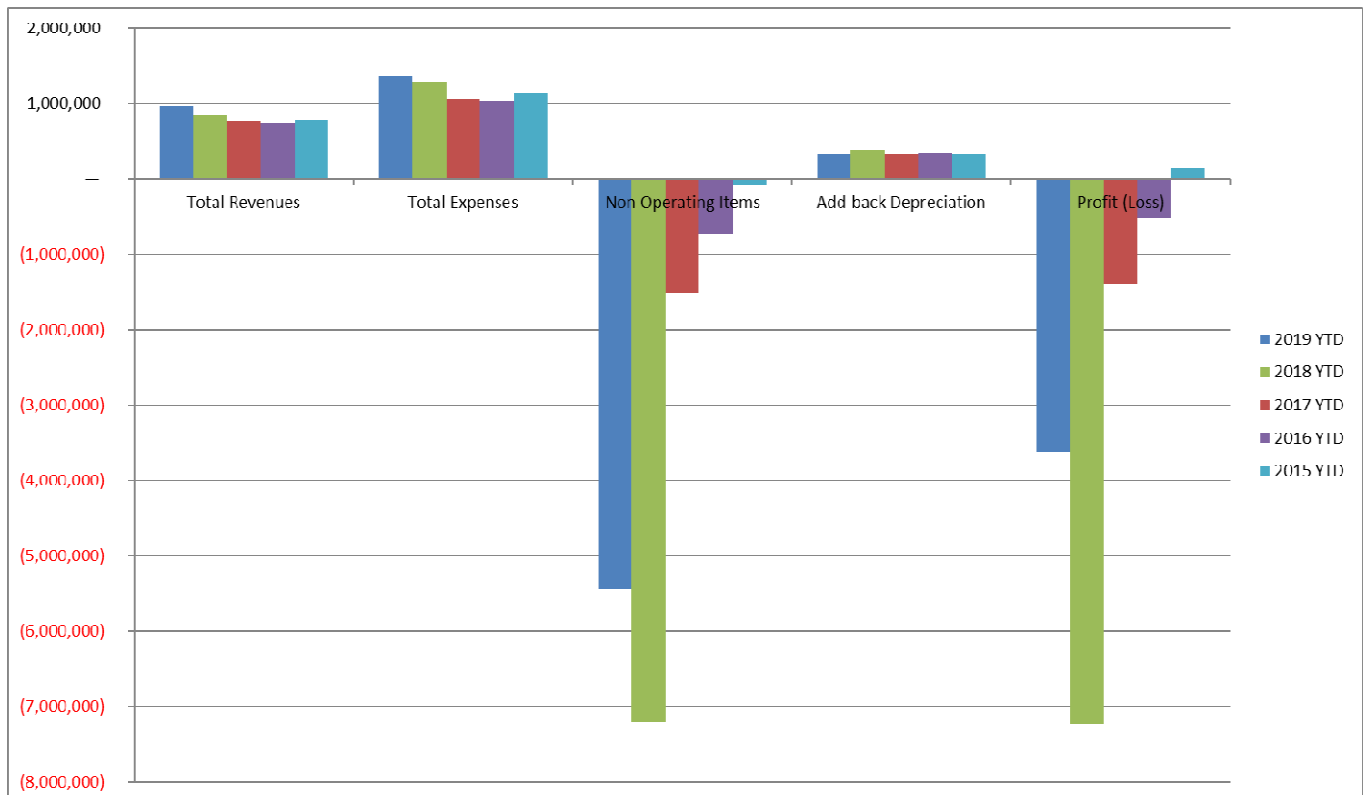
Re: Airport Financial Statements – March 31, 2019 – UNAUDITED

- Reports through March 2019 show the Airport fund with a net operating loss of \$387,262. The fund has operating revenues of \$967,690 against expenditures of \$1,354,952. Nonoperating items and transfers bring the fund to a year-to-date net loss of \$3,938,297. When depreciation expense of \$326,207 is eliminated, the net loss without depreciation is \$3,612,090. Pending grant reimbursements make up \$1,579,106 of this loss.



# LS Memorandum

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- 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 January 31, 2019 (UNAUDITED)

	Fiscal Year 2019 (YTD)			Budget 2019 (YTD)			Last Fiscal Year-2018 (YTD)		
	510 Airport Operating	321 Construction Fund	Consolidated 2018	Budget 2019	Budget Remaining	% Used	PY Actual 2018	\$ Change	% Change
1 Operating revenues:									
2 Charges for services	\$ 430,495	\$ -	\$ 430,495	\$ 464,193	\$ 33,698	93%	\$ 402,824	\$ 27,671	7%
3 Fuel sales	525,618	0	525,618	441,729	(83,889)	119%	434,558	91,060	21%
4 Other	11,577	0	11,577	17,438	5,861	66%	12,649	(1,072)	-8%
5 Total operating revenues	967,690	0	967,690	923,360	(44,330)	105%	850,031	117,659	14%
6 Operating expenses:									
7 Salaries, wages, and employee									
8 benefits	303,278	0	303,278	359,027	55,749	84%	267,364	35,914	13%
9 Supplies for resale	378,592	0	378,592	290,549	(88,043)	130%	281,432	97,161	35%
Maintenance and repairs	45,049	0	45,049	45,184	135	100%	84,109	(39,060)	-46%
11 Utilities	33,628	0	33,628	32,579	(1,049)	103%	32,132	1,496	5%
12 Depreciation and amortization	326,207	0	326,207	337,650	11,443	97%	380,361	(54,153)	-14%
13 Interdepartment charges	66,959	0	66,959	66,959	0	100%	42,492	24,467	58%
14 Other supplies, services, & charges	201,239	0	201,239	176,240	(24,999)	114%	200,195	1,044	1%
15 Total operating expenses	1,354,952	0	1,354,952	1,308,188	(46,765)	104%	1,288,084	66,868	5%
16 Operating income (loss)	(387,262)	0	(387,262)	(384,828)			(438,053)		
17 Nonoperating revenues (expenses):									
18 Interest income	29,559	0	29,559	5,250	(24,309)	563%	7,860	21,699	276%
19 Interest expense	(293)	(70,588)	(70,881)	(992)	69,889	7147%	(990)	(69,890)	7057%
20 Gain (loss) on disposal of fixed assets	(2,551)	0	(2,551)	0	2,551	#DIV/0!	0	(2,551)	#DIV/0!
21 Capital outlay/Construction	0	(3,819,629)	(3,819,629)	0	3,819,629	#DIV/0!	(51,534)		
22 Grant reimbursements	(1,579,106)	0	(1,579,106)	0	1,579,106	#DIV/0!	(7,162,049)	5,582,943	-78%
23 Total nonoperating revenues (expenses)	(1,552,391)	(3,890,217)	(5,442,608)	4,258	5,446,866	-127811%	(7,206,713)	1,764,106	-24%
24 Net income (loss) before operating transfers	(1,939,653)	(3,890,217)	(5,829,870)	(380,570)	5,449,300	1532%	(7,644,767)	1,814,896	-24%
25 Operating transfers in	377,312	1,559,000	1,936,312	220,099	(1,716,213)	880%	76,696	1,859,616	2425%
26 Operating transfers out(includes G&A)	(44,739)	0	(44,739)	(44,739)	0	100%	(44,739)	0	0%
27 Net income (loss)	(1,607,080)	(2,331,217)	(3,938,297)	(205,210)	3,733,087	1919%	(7,612,810)	3,674,512	-48%
28 Add back depreciation expense	326,207		326,207	337,650	11,443	97%	380,361	(54,153)	-14%
29 Net income (loss) adjusted for depreciation expense	(1,280,873)	(2,331,217)	(3,612,090)	132,440	3,744,530	-2727%	(7,232,449)	3,620,359	-50%
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	\$ 34,471,219	\$ (2,331,217)	\$ 32,140,002	\$ 35,884,532			\$ 24,451,736		

## Packet Information

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**File #:** 2019-2688, **Version:** 1

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Staff Report, Fuel Sales & Fuel History

Presenter: John Ohrazda, Airport Manager

Committee Recommendation:

### 3-YEAR HISTORY - ALL FUELS

MONTHS	FY-2019*	FY-2018*	FY-2017*	YEARLY DIFFERENCE	3-YEAR AVERAGES
	FY 19-18			FY 19-18	FY's 19,18,17
July	20,212	17,083	14,658	3,129	17,318
August	20,076	16,239	15,653	3,837	17,323
September	20,453	14,439	14,438	6,014	16,443
October	19,640	15,190	15,734	4,450	16,855
November	13,140	14,087	14,686	-947	13,971
December	13,234	11,764	11,919	1,470	12,306
January	10,388	12,407	9,014	-2,019	10,603
February	10,047	9,289	9,915	758	9,750
March	17,459	13,001	12,620	4,458	14,360
April		16,971	7,126		
May		16,854	10,138		
June		21,819	16,685		
<b>FISCAL YEAR TOTALS TO DATE</b>	<b>144,649</b>	<b>179,143</b>	<b>152,586</b>	<b>21,150</b>	<b>128,928</b>
<b>AVERAGE GALLONS/MONTH TO DATE</b>	<b>16,072</b>	<b>14,929</b>	<b>12,716</b>	<b>1,144</b>	<b>14,572</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>March 2019 Hangar Availability</b>					
		<u>Available</u>	<u>Occupied</u>		
Enclosed Hangars		112	107	96%	
<b>March 2019 Weather Recap</b>					
	<u>2019</u>	<u>2018</u>	<u>2017</u>		
VFR	21	17	25		
IFR	7	7	2		
MVFR	3	7	4		



# LEE'S SUMMIT MISSOURI

Date: April 1, 2019

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

Through: Dena Mezger, Director of Public Works *DEM*

From: John Ohrazda, Airport Manager

**Sub: Lee's Summit Municipal Airport April 2019 Staff Report**

## Taxiway Alpha

In early November 2018, the taxiway opened to traffic. In the next several months, the contractor will be addressing several punch list items in addition to the establishment of a good stand of vegetation. Also as part of this project there are two KCP&L transformers that will be relocated out of the object free area of the taxiway.

## Runway 18-36 Paving Project

Commissioning of the Runway End Identifier Lights (REIL) for Runways 18/36 took place on Wednesday, March 27. There are several punch list items to be addressed by ESS prior to the final close-out of this project. These items are expected to be addressed in the coming months.

## Airport Incidents

An employee was injured on March 16 as the result of an incident involving the Airport's aircraft mover. The employee received a broken leg and was transported to a hospital via an ambulance.

## Airport Inquiries & Noise Complaints

Two complaints were received during the month of March. One from a citizen through the City's LS Connect tool that has submitted over 8 noise complaints to the City inquiring why an aircraft was circling over his neighborhood.

The second was from a citizen off the north end of the airport regarding the number of aircraft, overall operations and why military helicopters are allowed to fly in and out of the airport.

## Marketing Activities

Lee's Summit Municipal Airport will be the lead feature in the *Business View Magazines* G.A. Series. The interview with the Airport Manager took place on April 1 and the date for publishing isn't known at this time.

## Public Outreach

On Saturday, March 3, a Pinch Hitter Course was held at the Airport for spouses of pilots in several of the local flying clubs. The program is designed to help non-pilot flying companions learn how to safely land an aircraft in the unlikely event of pilot incapacitation. It includes an introduction to the principles of flight, a basic overview of instruments and radio communications, and a scenario based training guide.

On Friday, March 15, eight students from the R-7 Summit Tech program toured the airport. The students are part of an engineering student program working with Public Works Department learning hands-on applications of engineering skills. This year's project for the students involves designing an area of airport property for future aviation development. The students learn not only engineering skills but also key elements in the development on an airport.





Board of Aeronautic Commissioners

April 1, 2019

On Wednesday, March 20, a group of 65 students ranging from kindergarten to sixth grade toured the facilities at Hangar 1 to learn about aviation and aircraft. The group was part of the R7's Before & After School Services Program.

On Thursday, March 28, students from Summit Christian Academy toured the Airport, and one of the Aircraft Maintenance facilities to learn about aviation and careers.