

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.lsairport.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 = \$1.80Into-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

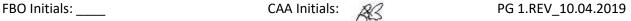
Section 3: Ramp/Facility/Security and Other Fee Information

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





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."

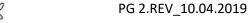
2) The FBO agrees to the following:

- 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.





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 – <u>City of Lee's Summit</u>		
By:		
Name:		
Its: (Title):		Date:

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



KXLT_LEE'S_SUMMIT_MUNICIPAL_AIRPORT_CBU_INV_09.16.2019a - At Vote Inv - 09-16-19

	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
Line 1	Total Variable Fuel Cost - (Sum of Line 1a + Line 1b)	2.0548	2.0548	2.0548	2.0548	2.0548	2.0548
Line 2a	Federal LUST Tax	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
Line 2	Total Fixed Cost Per Gallon (Sum of Line 2a-2j)	0.2482	0.2482	0.2482	0.2482	0.2482	0.2482
Line 3	Into Plane Fee (Profit Margin)	1.9500	1.8000	1.4000	1.3000	1.3000	1.3000
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
		4.50			2.00	2.00	2.00
	TOTAL Price Per Gallon (Out the Door) (Sum of Line 4 & Line 6)	4.52	4.36	3.93	3.83	3.83	3.83

^{*}Additional fixed costs would include airport flowage fee, etc......



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

Invoice

= 125105

Invoice

012643326

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

Bill To Number

Cust.P.O.#

BL # Terr./Sales

1LEE

Ship To Number 1LEE1

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 Sub-Total	\$2.05475	7799	7719.0	15860.62 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 Date

Terms: Net 0,500% 10 Days

09/26/19

09/26/19

Disc. Date Disc. Amt. Net Amount 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 #MNBDUS33

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

FBO Initials:

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

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



CAA Initials:

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**

*1st night waived with any fuel purchase. 2nd night waived with purchase of 50 gallons or more.

**1 st night waived with 60 gallon fuel purchase . 2^{nd} night waived with fuel purchase of 120 gallons or more.

FBO Initials: PG 6.REV_10.04.2019