

**City of Stevens Point
Airport Commission**

May 11, 2020 - 12:30 PM

Meeting will be held via a Zoom Meeting
URL to connect: <https://us02web.zoom.us/j/82026885705>
Dial in number: (301) 715-8592 - Meeting ID: 820 2688 5705

(or immediately following previously scheduled meeting)

AGENDA

Discussion and Possible Action on:

1. Approval of April 13, 2020 minutes
2. Approval of Department Claims
3. Contract renewal with Eastern Aviation Fuels - *Jason Draheim/Joel Lemke*
4. Written Report - *Jason Draheim*
5. Verbal Report - *Jason Draheim*
6. Adjournment

The next Airport Commission meeting will be Monday, June 8, 2020 immediately following the Board of Water & Sewerage Commission Meeting.

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the Director as soon as possible to ensure a reasonable accommodation can be made. The Director can be reached by telephone at (715) 345-5260, or by mail at 300 Bliss Avenue, P.O. Box 243 Stevens Point, WI.

Copies of resolutions, reports and minutes of the Airport Commission Meetings are on file at the Administrative Office of the Water and Sewage Departments for inspection during normal business hours from 7:30 A.M. to 4:00 P.M.

**City of Stevens Point
Airport Commission
Monday, April 13, 2020
12:30 P.M.**

MINUTES

PRESENT: Paul Adamski, Ray Schmidt, Carl Rasmussen, Mae Nachman and Anna Haines

ALSO PRESENT: Joel Lemke, Jason Draheim, Mary Klesmith, Chris Lefebvre, Eric Southworth, Craig Czaikowski and Jaime Zdroik

	Index	Page
I.	ADMINISTRATION	
1.	Approval of minutes of the February 10, 2020 meeting.	2
II.	ACCOUNTING	
2.	Discussion and possible action on approval of department claims.	2
III.	AIRPORT MANAGERS REPORT	
3.	Written report provided.	2
4.	Verbal report.	2
IV.	ADJOURNMENT	3

I. ADMINISTRATION

1. Approval of minutes of the February 10, 2020 meeting.

Motion made by Anna Haines, seconded by Ray Schmidt to approve the minutes of the February 10, 2020 Airport Commission meeting.

Ayes all. Nays none. Motion carried.

II. ACCOUNTING

2. Discussion and possible action on approval of department claims.

AIRPORT

Paul Adamski presented the statement of claims for the February. The balance as of February 1, 2020 was \$361,655.36. The bank deposits recorded in February 2020 were \$7,999.95. Checks issued in February 2020 numbered 2175 through 2190 were in the amount of \$46,488.65. The net balance on hand February 29, 2020 was \$369,655.31.

Paul Adamski presented the statement of claims for the March. The balance as of March 1, 2020 was \$324,153.29. The bank deposits recorded in March 2020 were \$22,055.65. Checks issued in March 2020 numbered 2191 through 2206 were in the amount of \$47,488.22. The net balance on hand March 31, 2020 was \$298,720.72.

Motion made by Mae Nachman, seconded by Anna Haines to approve the department claims for the months of February and March 2020 as audited and read.

Ayes all. Nays none. Motion carried.

III. AIRPORT MANAGERS REPORT

3. Written report provided.

The Commission reviewed the manager's reports for February & March.

4. Verbal report.

It has been a non-standard month on the administrative side. Jason's office has been turned into the Emergency Management office for the City.

The next Airport Commission meeting will be on Monday, May 11, 2020 immediately following the Board of Water & Sewerage Commission meeting.

IV. ADJOURNMENT

Motion made by Mae Nachman to adjourn the meeting.

Ayes all. Nays none. Motion carried.

MEETING ADJOURNED

12:41 pm

AIRPORT COMMISSION

A handwritten signature in cursive script, appearing to read 'Carl Rasmussen', is written in dark ink.

CARL RASMUSSEN, SECRETARY

**REPORT TO THE MAY, 2020
MEETING OF THE AIRPORT COMMISSION**

FINANCES:

Bank balance as of April 1, 2020

\$ 296,296.56

Bank deposits recorded in April 2020

\$ 14,085.39

\$ 310,381.95

CHECKS ISSUED IN APRIL 2020:

2207	Storm Water Dept	Snow plowing	219.92	
2208	Titan Aviation Fuels	Correction for 2019 fuel purchase	807.99	
2209	Verizon Wireless	IPad & cell phone charges	10.25	
2210	WI Public Service	Monthly Utility Charges	2,731.29	
2211	AT&T	Local Phone Charges	2.90	
2212	Baker Tilly Virchow Krause LLP	2019 Audit	1,107.54	
2213	Donna's Cleaning Service	Monthly Cleaning Service/Carpet Cleaning	525.00	
2214	RMM Solutions Inc.	Managed IT Services	267.40	
2215	Mastercard	Office supplies & rug service	1,352.47	
2216	CDW Government	Smart Net Renewal	2,280.17	
2217	City of Stevens Point	Insurance, retirement & Worker's Comp premiums	3,848.24	
2218	Commercial Roofing Inc	T-Hangar Roof Maintenance	415.00	
2219	Halron Lubricants Inc	MB5 grease	70.20	
2220	Point Heating & Cooling	Boiler Maintenance	678.90	
2221	ULINE	PPE	298.00	
2222	Verizon Wireless	IPad & Cell Phone Charges	10.25	
2223	WI Public Service	Monthly Utility Charges	17.33	
2224	Wing Aero Products	Charts, pilot supplies	298.73	
EFT	Payroll	4/2/2020	3,594.31	
EFT	Payroll	4/16/2020	3,585.78	
EFT	Payroll	4/30/2020 - May 1st payroll	3,594.31	
	WI Dept of Revenue	Fuel Tax	177.84	
	IRS	Payroll Taxes	2,403.36	
	WI Dept of Revenue	Payroll Taxes	515.14	
TOTAL EXPENSES LISTED			\$ 28,812.32	\$ 28,812.32
BALANCE ON HAND APRIL 30, 2020				\$ 281,569.63

Balance on Hand	\$ 281,569.63
Plus checks written after end of month	
Plus uncleared checks	\$ 7,916.82
Less checks previously written clearing this month	\$ (728.00)
Ending Cash Balance matching Bank Statements	\$ 288,758.45

Stevens Point Municipal
4501 Hwy 66
Stevens Point, WI 54482



Jason D. Draheim
Airport Manager
P: 715.345.8993
F: 715.345.8991

May 6, 2020

TO: Stevens Point Airport Commission
FROM: Jason Draheim, Airport Manager
RE: Aviation Fuel Supplier Contract Renewal

Background

The Stevens Point Municipal Airport has enjoyed exceptional service and customer support provided by Eastern Aviation/Titan Fuels since 2013. This relationship has resulted in exponentially improving the airport's efficiency and fuel quality control.

Analysis

Our initial contract period has expired resulting in the need to renew our exclusive agreement to remain branded as a Shell FBO (Fixed Based Operator). There are a plethora of benefits to this branding key amongst which are enhanced insurability due to fuel related incidents, competitive fuel sourcing costs, priority fuel sourcing, as well as competitive fee structures. Titan fuels has also gone above and beyond in the procurement of a replacement Jet-A fuel truck at a very reasonable rate as well as securing a buyer for our old refueler.

Recommendation

Due to the continued commitment that Eastern Aviation/Titan Fuels has shown the Stevens Point Municipal Airport, I would like to reciprocate by recommending that we renew our Aviation Fuels Contract dated June 1st 2020.

Jason Draheim
Airport Manager
Stevens Point Municipal Airport

STATE OF WISCONSIN

COUNTY OF PORTAGE

AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this 1st day of June, 2020, by and between EASTERN AVIATION FUELS, INC. dba TITAN AVIATION FUELS of New Bern, North Carolina, hereinafter called "Seller" and THE CITY OF STEVENS POINT in STEVENS POINT, WI hereinafter called "Buyer" as follows:

1. **AGREEMENT:** Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the STEVENS POINT AIRPORT, at or near STEVENS POINT, WI.

2. **TERM:** This contract shall remain in force for a period of FIVE (5) years ("Initial Term") beginning on the 1st day of JUNE, 2020 and will automatically extend for successive terms of one (1) year each (each, a "Renewal Term", and together with the Initial Term, the "Term") unless written notice is given to the other Party of a Party's intent to not extend at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, or unless the Agreement is otherwise earlier terminated as permitted herein.

3. **DELIVERIES:** The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by TITAN AVIATION FUELS and deliveries to Buyer hereunder shall be by tank truck or pipeline at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. **PRICING:** Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A	Seller's posted dealer price*
-------	-------------------------------

AVIATION GASOLINE 100LL	Seller's posted dealer price*
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*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 15 hereafter.

5. **PAYMENTS:** If Seller shall extend credit to Buyer, Buyer shall pay Seller sums due under this Agreement net twenty (20) days from delivery date via Electronic Funds Transfer.

- a. Seller extends these payment terms and a line of credit based upon the last review of Buyer's current financial condition. With prior written notice to Buyer, Seller may change the payment terms or line of credit if there is a material change in Buyer's financial status as determined by Seller.

- b. Seller may assess a delinquency charge on all overdue sums owing to Seller. Such delinquency charge shall be determined in accordance with applicable law and Seller's established delinquency charge policy in effect on the date of delivery.
- c. If Buyer fails to comply with payment requirements, Seller may suspend deliveries until Buyer pays all sums due hereunder or terminate this agreement forthwith. The suspension or termination of this agreement because of failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.
- d. If Buyer's account with Seller is in arrears, the Buyer hereby agrees that the Seller, at its discretion, may request credit card companies to reimburse Seller with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Seller.
- e. It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. ATTORNEY AND/OR COLLECTION FEES: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

7. TAXES, FEES, AND AIRPORT CHARGES: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. FAILURE TO PERFORM: If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. CONDITIONS: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do. Seller shall indemnify and hold Buyer harmless from claims directly caused by the quality or performance of fuels furnished Buyer.

10. TRADEMARKS: Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

- (a) Product Handling - Buyer shall exercise extreme caution in the storing, handling,

and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. INSURANCE TO BE MAINTAINED BY BUYER: Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Titan Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

13. CHARGE / CREDIT CARD PROGRAM : Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3rd party software vendors designated and approved by Seller.

14. CONTRACT FUEL PROGRAM : Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

15. NOTICES: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

SELLER: TITAN AVIATION FUELS
Post Office Box 12327
New Bern, North Carolina 28561

BUYER: THE CITY OF STEVENS POINT
ATTN: Jason Draheim
4501 Hwy. 66, #1
Stevens Point, WI 54482

16. INCENTIVES: Seller agrees to provide the following to Buyer.

1. Seller will provide AirNav Gold Level (base package) advertising for Buyer for duration of this Agreement.
2. Contract fuel eAnnouncement and article in Titan Quick Turn magazine.
3. Seller will observe the following credit card processing rates on behalf of Buyer—MasterCard/Visa 2.00% (Verified)*; American Express 2.75%; Discover 2.5%; MultiService 2.75%; AvCard 3.25%; Government Card 3.25%. These may be subject to change based on third party increases/decreases. *Transactions that are not swiped through the POS machine and settled the same calendar day that authorization occurs incur higher processing rates. Buyer will pay .5% + the rate listed above for MC/Visa non-swiped.
4. Seller to provide (1) International 4300 DT 466 3K, Diesel Engine, VIN #1HTMMAAR64H652852 JetA Refueler for an internal off-market price of \$53,000.

17. MERGER: There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the ____ day of _____, 20__.

EASTERN AVIATION FUELS, INC dba TITAN AVIATION FUELS

By: _____
Robert L. Stallings, IV, President

WITNESS: _____

THE CITY OF STEVENS POINT

By: _____
Mike J. Wiza, Mayor

WITNESS: _____
Karlyn KrautKramer, City Clerk

April 2020

Airport Activity

- COVID-19 Operational Adjustments.
- Airport Lighting Maintenance in progress.
- Maintenance of Operations Hangar building on hold (COVID-19).
- Pre-Con Meeting held April 28th regarding hangar area pavement reconstruction. Project slated to commence on May 4th.

Aircraft Movements

Activity logs are on file and available for viewing at the airport

- 137 Aircraft were logged during hours of operation for the month.

Aircraft Type	#
Single Engine Private	115
Multi-Engine Private	3
Single Engine Business	0
Multi-Engine Business	1
Jet/Turbine	17
Helicopter	1

Previous Yr. / Present Yr. aircraft movements recorded during business hours.

<u>2019</u>	<u>AC</u> <u>Movement</u>	<u>2020</u>	<u>AC</u> <u>Movement</u>
January	197	January	181
February	178	February	162
March	248	March	120
April	272	April	137
May	325	May	
June	418	June	
July	801	July	
August	443	August	
September	407	September	
October	389	October	
November	370	November	
December	392	December	
Total	4440	Total	600
Average	370	Average	150
High Mo.	801	High Mo.	181
Low Mo.	178	Low Mo.	120

Previous Yr. / Present Yr. fuel sale comparison by month. All quantities are U.S. Gallons.

<u>2019</u>	<u>100LL</u>	<u>Jet-A</u>	<u>2020</u>	<u>100LL</u>	<u>Jet-A</u>
January	785	2082	January	880.67	1701
February	455.88	1848	February	1674.62	1118
March	2164.08	3475.3	March	1590.84	1373
April	2526.79	4255.8	April	2003.42	265
May	2389.94	5304.1	May		
June	3282.52	6983.7	June		
July	5665.18	9066.6	July		
August	3181.52	6448.6	August		
September	2199.47	4908	September		
October	2519.22	6458.9	October		
November	1183.46	3075.2	November		
December	1452.05	2042.3	December		
Total	27805.1	55948.5	Total	6149.55	4457
Average	2317.09	4662.375	Average	1537.39	1114.25
High Mo.	5665.18	9066.6	High Mo.	2003.42	1701
Low Mo.	455.88	1848	Low Mo.	880.67	265

Hangar Rentals/Availability

- *Airport Hangars are currently occupied at full capacity. There are currently 22 Individuals interested in basing aircraft at Stevens Point Municipal should space become available.*

Aircraft Rentals/Instruction Given

N/A

Airport Maintenance/Projects (Proposed/Completed)

- *Fuel System filter changes and meter calibration complete.*
- *Vehicular tank meter(VTM) licenses current.*
- *MALSR(Medium Intensity Approach Lighting) LED pilot project in progress.*
- *Seasonal maintenance on airfield lighting system continues.*

This report was completed by Jason Draheim. Questions concerning the report or any other related issues can be answered by contacting Jason Draheim by telephone at 715.345.8993, or by e-mail, jdraheim@stevenspoint.com.

Stevens Point Municipal Airport

Month-End Fuel Report

To: Airport Commission

From: Jason Draheim, Airport Manager

Month: April		Year: 2020		(neg difference = fuel gained)			
				(pos difference = fuel missing)			
	Prev. Month Jet-A Truck Quantity	100LL Gal.	Jet-A Gal.	Total Gal.	Invoiced Gallons Received		
		N/A	770	N/A			
	Prev. Month Qty	6589	9053	16412			
	(veeder-root)						
	Purchases (+)	0	0	0	0		
	Sold (-)	2003.42	265	2268.42			
	Used (-)	25	25	50			
	Total Qty (=)	4560.58	9533	14093.58			
	Month End Jet-A Truck Quantity	N/A	2097	N/A			
	Month End Qty (-)	4640	7505	14242			
	(veeter-root)						
	Difference (=)	-79.42	-69	-148.42			
	Tax exempt Gal.	100LL Gal.	Jet-A Gal.				
		0	0	0			
	(includes used gals)						

Veeter-Root & Pump Readings

	100LL Gal.	Jet-A Gal.
This month end inches:	55.77	83.05
This month end temp:	48.4	48.4
This month end meter:	4640	7505 (tanks only)
Prev month end inches:	74.09	100
Prev month end temp:	36.7	37.6
Prev month end meter:	6589	9053 (tanks only)
Price per gal:	3.96	4.08
Inventor gals:	4363	7505
Inventory Value:	<u>\$ 17,277.48</u>	<u>\$ 30,620.40</u>
Total Inventory Value:	<u>\$ 47,897.88</u>	