

AGENDA

City of Warsaw
warsaw.in.gov
Board of Aviation Commissioners
Regular Meeting
Tuesday, September 9, 2025, 5:15 PM
Council Chambers



I. ORGANIZATION OF MEETING

1. Call to Order
2. Member, Appointing Authority, Dates of Term;

Steven Smilay, Appointed by Mayor, 01/01/25 to 12/31/28
Dan Robinson, Appointed by Mayor, 01/01/23 to 12/31/26
John Yingling, Appointed by Mayor, 01/01/23 to 12/31/26
Gene Zale, Appointed by Mayor, 01/01/22 to 12/31/25
3. Approval of Minutes for ____
 - a. August Minutes
4. Approval of Claims
 - a. August Claims

II. RECOGNITION OF VISITORS

III. REPORTS / ORAL & WRITTEN COMMUNICATIONS

1. Engineer's Report
2. Manager's Report
 - a. Fuel Usage Report
 - b. City Aviation Services and Aviation Department Income Statement
- a. Fuel Usage Report
Income Statement

IV. UNFINISHED BUSINESS

V. NEW BUSINESS

1. 2026 Budget
2. Farm Land Lease
3. X1-FBO Software

VI. OTHER MATTERS THAT MAY COME BEFORE THE BOARD

VII. VISITOR QUESTIONS OR COMMENTS

VIII. ADJOURNMENT

I. ORGANIZATION OF MEETING

1. Call to Order

Present: Dan Robinson, John Yingling, Gene Zale, Steve Smilay, Nick King, Linda Seiss

Absent: Kelsey Chanley

2. Member, Appointing Authority, Dates of Term;

Steven Smilay, Appointed by Mayor, 01/01/25 to 12/31/28

Dan Robinson, Appointed by Mayor, 01/01/23 to 12/31/26

John Yingling, Appointed by Mayor, 01/01/23 to 12/31/26

Gene Zale, Appointed by Mayor, 01/01/22 to 12/31/25

3. Approval of Minutes for ____

a. Approval of July 8, 2025 Minutes

Move: John Yingling Second: Gene Zale Status: Passed

b. Approval of June 9, 2025 Minutes

Move: John Yingling Second: Steve Smilay Status: Passed

4. Approval of Claims

Ascent Aviation Group \$117,874.47

Bellman Oil \$ 348.54

CAMP Software \$ 595.00

Move: Gene Zale Second: Steve Smilay Status: Passed

a. Approval of July Claims

II. RECOGNITION OF VISITORS

David Slone, Delynn Geiger, Josh Finch

III. REPORTS / ORAL & WRITTEN COMMUNICATIONS

1. Engineer's Report

Taxilane E1 Rehab:

Approval for CHA INV #58412.6-12 (\$4107.40)

Move: John Yingling Second: Gene Zale Status: Passed

Approval for Phend and Brown Pay Application #4 (\$30213.15)

Move: Gene Zale Second: John Yingling Status: Passed

Approval for Change Order #2

Move: Steve Smilay Second: John Yingling Status: Passed

Airport Overlay District:

Approval for CHA Inv. #5841210-06 (\$18,000.00)

Move: Gene Zale Second: John Yingling Status: Passed

R/W 9-27 Rehab (Task order#11)

Approval for CHA Inv. #5841211-07 (\$13,224.40)

Move: Gene Zale Second: Steve Smilay Status: Passed

CHA Report attached

2. Manager's Report

a. Fuel Usage Report

b. City Aviation Services and Aviation Department Income Statement

a. Fuel Usage Report

b. Income Statement

IV. UNFINISHED BUSINESS

V. NEW BUSINESS

1. Land Lease Option - Hangar 4B

Move: John Yingling Second: Gene Zale Status: Passed

2. Deer Risk Force Approval

Move: John Yingling Second: Gene Zale Status: Passed

3. SOAR Sponsorship

\$2,000.00 limit to sponsor SOAR (banners, t-shirts)

Move: Gene Zale Second: Steve Smilay Status: passed

4. Hangar 21A Sale - Right of First Refusal

Not to buy hangar Move: Gene Zale Second: John Yingling Status: Passed

Approval of 21A Land Lease purchase to Brandon Robinson

Move: John Yingling Second: Steve Smilay - Dan Robinson: Abstained

5. Snow Plow Truck Purchase - Request to Solicit Quotes

The Board agreed for Nick to get quotes on a snow plow truck.

VI. OTHER MATTERS THAT MAY COME BEFORE THE BOARD

VII. VISITOR QUESTIONS OR COMMENTS

VIII. ADJOURNMENT

Motion passed to adjourn meeting at 6:15PM.

Next BOAC Meeting is September 9, 2025 in the City Hall Council Chambers.

Dan Robinson(President)_____

Gene Zale(Secretary)_____



Consultant's Report

To: Warsaw Board of Aviation Commissioners
Issued By: Mary Kerstein & Robert LaFayette
Subject: Monthly Board Meeting – Consultant's Report
Date: August 12, 2025

Runway 27 Obstruction Mitigation (AEP Power Lines) (AIP No. 3-18-0085-020-2020 // CHA Task Order No. 2):

- All closeout documentation sent to the FAA. Awaiting for FAA to closeout.
- **BOARD ACTION: No Action.**

Improve Runway 9-27 Safety Area, Phase 1 – Program Definition (AIP No. 3-18-0085-022-2022 // CHA Task Order No. 4):

- CHA currently working to incorporate final comments to generate the final version of the report for submission to the FAA.
- **BOARD ACTION: No Action.**

Conduct Wildlife Hazard Site Visit (AIP No. 3-18-0085-023-2023 // CHA Task Order No. 5):

- No update this month. Documentation submitted and is still into the FAA for review and comment.
- **BOARD ACTION: No Action.**

Corporate Taxilane E-1 Rehabilitation/Reconstruction (CHA Task Order No. 6)

- Phend & Brown completed the seal coat and final paint striping work items.
- Final Inspection Walkthrough held with INDOT representatives on July 31
 - **BOARD ACTION: Motion for Board Approval and Dan Robinson's signature on CHA Invoice 58412.6-12 in the amount of \$4,107.40 (State Share \$4,107.40).**
 - **Motion for Board Approval and Dan Robinson's signature on Phend & Brown's Pay Application Number 4 in the amount of \$30,213.15 (State Share \$30,213.15).**
 - **Motion for Board Approval and Dan Robinson's signature on the final and balancing change order (Change Order No. 2) for the project.**

Taxiway B Rehabilitation (BIL No. 3-18-0085-024-2024 // CHA Task Order No. 7)

- Grant application was submitted to FAA in June and we are just waiting for the grant
- **BOARD ACTION: No Action**

General Services (CHA Task Order No. 9)

- No update this month.
- **BOARD ACTION: No Action**

Airport Overlay District (CHA Task Order No. 10)

- Working with Airport on a potential written draft of the new zoning ordinance
- **BOARD ACTION:**
 - **BOARD ACTION: Motion for Board Approval and Dan Robinson's signature on CHA Invoice 5841210-06 in the amount of \$18,000.00 (Local Share \$18,000.00).**

Runway 9-27 Rehabilitation (CHA Task Order No. 11)

- Notice to proceed (NTP) was August 7, 2025
- Runway 9-27 NOTAMed closure for August 11, 2025 to September 18, 2025
- Patching planned for week of August 18th
- Milling planned for week of August 25th
- **BOARD ACTION:**
 - **Motion for Board Approval and John Yingling or Airport Representative's signature on CHA June Invoice 5841211-07 in the amount of \$13,224.40 (Local Share \$13,224.40).**

Taxiway A Basis of Design (CHA Task Order No. 12)

- Grant application was submitted to FAA in June and we are just waiting for the grant
- **BOARD ACTION: No Action**



Installed by the City of Warsaw-2012
Appropriation Detail History
Posted Items
All History
Fund 2206

Posted Only In Balances
Invoice Date From 08/01/2025 Thru 08/31/2025
Grouped By Fund Number, Appropriation
Ordered By Fund Number, Appropriation

und Number 2206

*Appropriation 2206000111.000

APPROPRIATION		TITLE		ENCUM MTD		EXPENDED MTD		CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED		ADJUSTMENT
2206000111.000		AVIATION SALARIES		0.00		31568.41					0.00		
REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED	LIQUIDATED	ADD/TR/	EXPENDED	BALANCE
A	1862 KELSEY CHANLEY	08/01/2025	73429	//		SHORT TERM DISABILITY		125541	0.00	0.00	0.00	596.33	254902.23
A	1862 KELSEY CHANLEY	08/04/2025	73432	//		SHORT TERM DISABILITY		125555	0.00	0.00	0.00	596.33	254305.90
A	1600 CITY OF	08/05/2025	4864	//		Aviation Salaries		125668	0.00	0.00	0.00	14026.14	240279.76
WARSAW/GROSS PAY													
A	1862 KELSEY CHANLEY	08/11/2025	73449	//		SHORT TERM DISABILITY		125840	0.00	0.00	0.00	596.33	239683.43
A	1862 KELSEY CHANLEY	08/21/2025	73565	08/18/2025		SHORT TERM DISABILITY		126104	0.00	0.00	0.00	596.33	239087.10
A	1862 KELSEY CHANLEY	08/21/2025	73566	08/20/2025		SHORT TERM DISABILITY		126105	0.00	0.00	0.00	238.53	238848.57
A	1600 CITY OF	08/25/2025	4869	//		Aviation Salaries		126313	0.00	0.00	0.00	14918.42	223930.15
WARSAW/GROSS PAY													
Appropriation # 2206000111.000									0.00	0.00	0.00	31568.41	

SubTotal Appropriation 2206000111.000

*Appropriation 2206000130.010

APPROPRIATION		TITLE		ENCUM MTD		EXPENDED MTD		CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED		ADJUSTMENT
2206000130.010		AVIATION FICA/MEDICARE		0.00		2145.16					37300.00		
REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED	LIQUIDATED	ADD/TR/	EXPENDED	BALANCE
A	1600 CITY OF WARSAW/GROSS PAY	08/05/2025	4864	/ /		Empr Liability FICA		125668	0.00	0.00	0.00	841.61	20006.58
A	1600 CITY OF WARSAW/GROSS PAY	08/05/2025	4864	/ /		Empr Liability Medicare		125668	0.00	0.00	0.00	196.83	19809.75
A	1600 CITY OF WARSAW/GROSS PAY	08/25/2025	4869	/ /		Empr Liability FICA		126313	0.00	0.00	0.00	896.95	18912.80
A	1600 CITY OF WARSAW/GROSS PAY	08/25/2025	4869	/ /		Empr Liability Medicare		126313	0.00	0.00	0.00	209.77	18703.03
Appropriation # 2206000130.010									0.00	0.00	0.00	2145.16	

SubTotal Appropriation 2206000130.010

*Appropriation 2206000130.030

REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED AMOUNT	LIQUIDATED AMOUNT	ADD/TR/ ADJ/FWD	EXPENDED AMOUNT	BALANCE
A	16800 INPRS - PERF	08/05/2025	4862	/ /		Payroll Cleaning		125676	0.00	0.00	0.00	1456.80	27789.99
A	16800 INPRS - PERF	08/25/2025	4880	/ /		Payroll Cleaning		126325	0.00	0.00	0.00	1422.55	26367.44
Appropriation # 2206000130.030 Sub-Total										0.00	0.00	2879.35	

SubTotal Appropriation 2206000130.030

0.00

0.00

2879.35

*Appropriation 2206000130.050

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT
2206000130.050	AVIATION HEALTH INSURANCE	0.00	7889.28	140000.00	0.00	0.00	0.00	-35000.00

REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED	LIQUIDATED	ADD/TR/	EXPENDED	BALANCE
A	3055 CITY OF WARSAW	08/01/2025	73426	/ /		AUGUST TRNS LIFE		125531	0.00	0.00	0.00	67.91	47804.33
A	3055 CITY OF WARSAW	08/01/2025	73427	/ /		AUGUST TRNS		125532	0.00	0.00	0.00	7821.37	39982.96
Appropriation # 2206000130.050 Sub-Total										0.00	0.00	7889.28	

SubTotal Appropriation 2206000130.050

0.00

0.00

7889.28

*Appropriation 2206000210.000

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT
2206000210.000	AVIATION OFFICE SUPPLIES	0.00	28.28	13500.00	22.73	0.00	0.00	0.00

DEYEND#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED	LIQUIDATED	ADD/TR/	EXPENDED	BALANCE
A	23029 WAL-MART STORE EAST, LP	08/21/2025	73572	08/18/2025	00203	PAPER		126263	0.00	0.00	0.00	56.56	12302.82
A	23029 WAL-MART STORE EAST, LP	08/21/2025	73572	08/18/2025	05329	CREDIT		126263	0.00	0.00	0.00	-28.28	12331.10

SubTotal Appropriation 2206000210.000

0.00

0.00

28.28

*Appropriation 2206000220.000

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT					
2206000220.000	AVIATION OPERATING SUPPLIES	0.00	2670.36	55000.00	2022.05	0.00	0.00	0.00					
REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED AMOUNT	LIQUIDATED AMOUNT	ADD/TR/ ADJ/FWD	EXPENDED AMOUNT	BALANCE
A	19125 FISHER AUTO PARTS, INC	08/01/2025	73351	07/01/2025	569-192258	BRONCO FILTERS		125487	0.00	0.00	0.00	16.98	24839.31
A	19125 FISHER AUTO PARTS, INC	08/01/2025	73351	06/30/2025	569-192190	IMPALA EXHAUST		125487	0.00	0.00	0.00	192.04	24647.27
A	19125 FISHER AUTO PARTS, INC	08/01/2025	73351	07/02/2025	569-192328	DEICE TRUCK - OIL FILTER		125487	0.00	0.00	0.00	3.90	24643.37
A	19125 FISHER AUTO PARTS, INC	08/01/2025	73351	07/02/2025	569-192330	DEICE TRUCK - OIL FILTER		125487	0.00	0.00	0.00	3.23	24640.14

Installed by the City of Warsaw-2012
Appropriation Detail History

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Date: 09/03/2025 08:57:59 AM
HISTORY_BY_APPR.FRX

REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED AMOUNT	LIQUIDATED AMOUNT	ADDTR/ADJFWD	EXPENDED AMOUNT	BALANCE
A	1781 EASTERN ENGINEERING SUPPLY INC	08/15/2025	73490	07/07/2025	1182302	06/07/25-07/06/25 COPIES		125829	0.00	0.00	0.00	86.93	24528.21
A	772 KEYSTONE COOPERATIVE, INC.	08/12/2025	73452	07/30/2025	204403469	FUEL PURCHASE		125851	0.00	0.00	0.00	981.65	23546.56
A	1104 AMAZON BUSINESS	08/15/2025	73462	07/26/2025	11KV-PNDV-W HKJ	FUEL METER, RUNNING		125942	0.00	0.00	0.00	631.84	22914.72
A	1104 AMAZON BUSINESS	08/15/2025	73462	07/06/2025	19Y4-TL7L-33H R	COFFEE CARAFE - SUNEX		125942	0.00	0.00	0.00	47.60	22867.12
A	1630 FLIGHT LIGHT INC	08/15/2025	73495	07/25/2025	0100956-IN	2 - WINDSOCKS; FREIGHT		125943	0.00	0.00	0.00	455.81	22411.31
A	23029 WAL-MART STORE EAST, LP	08/21/2025	73572	07/24/2025	00725	BATTERIES AND		126265	0.00	0.00	0.00	30.34	22380.97
A	1100 JOHN DEERE FINANCIAL F.S.B.	08/29/2025	73585	07/30/2025	208662	WEED SPRAY		126378	0.00	0.00	0.00	195.04	22185.93
Appropriation # 2206000220.000 Sub-Total									0.00	0.00	0.00	2670.36	
SubTotal Appropriation 2206000220.000									0.00	0.00	0.00	2670.36	
*Appropriation 2206000230.000													
APPROPRIATION	TITLE	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED AMOUNT	LIQUIDATED AMOUNT	ADDTR/ADJFWD	EXPENDED AMOUNT	BALANCE
2206000230.000	AVIATION REPAIRS & MAINTENANCE							30000.00	0.00	0.00	0.00	0.00	
A	23040 NAPA AUTO PARTS	08/01/2025	73380	07/02/2025	999349	DE-ICE TRUCK THROTTLE		125481	0.00	0.00	0.00	55.60	7578.62
A	23040 NAPA AUTO PARTS	08/01/2025	73380	07/07/2025	000163	METAL PAINT		125481	0.00	0.00	0.00	299.98	7278.64
A	1566 DTS AVIATION EQUIPMENT, LLC.	08/01/2025	73347	07/09/2025	31081	JET FUEL TRUCK - PILOT		125484	0.00	0.00	0.00	819.64	6459.00
A	41001 MORE FARM STORE, INC	08/01/2025	73378	07/11/2025	02-258478	TIRE AND WHEEL		125485	0.00	0.00	0.00	1345.25	5113.75
A	12021 LAKE CITY BANK VISA	08/06/2025	73445	07/29/2025	8835	JET TRUCK DEADMAN		125806	0.00	0.00	0.00	621.88	4491.87
A	19125 FISHER AUTO PARTS, INC	08/15/2025	73494	07/03/2025	569-192385	FORKLIFT BATTERY		125924	0.00	0.00	0.00	136.95	4354.92
A	19125 FISHER AUTO PARTS, INC	08/15/2025	73494	07/15/2025	569-192903	CREDIT		125924	0.00	0.00	0.00	-148.27	4503.19
A	19125 FISHER AUTO PARTS, INC	08/15/2025	73494	07/22/2025	569-193272	RADIATOR CAP		125924	0.00	0.00	0.00	5.90	4497.29
A	23040 NAPA AUTO PARTS	08/15/2025	73521	07/03/2025	999658	OIL AND AIR FILTERS		125941	0.00	0.00	0.00	43.79	4453.50
A	23040 NAPA AUTO PARTS	08/15/2025	73521	07/23/2025	005215	BLISTER PACKS		125941	0.00	0.00	0.00	66.56	4386.94
A	622 TRUCK CENTERS INC	08/15/2025	73548	07/17/2025	F220141748-01	RADIATOR		125944	0.00	0.00	0.00	1104.58	3282.36
A	23047 WARSAW ENGINEERING & FAB, INC. (WEFAB)	08/15/2025	73551	07/29/2025	25 WALK	2X2X1/4 ANGLE - 14'		125945	0.00	0.00	0.00	60.00	3222.36
Appropriation # 2206000230.000 Sub-Total									0.00	0.00	0.00	4411.86	
SubTotal Appropriation 2206000230.000									0.00	0.00	0.00	4411.86	
*Appropriation 2206000310.000													

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT
2206000310.000	AVIATION PROFESSIONAL	0.00	899.15	100000.00	0.00	0.00	0.00	68672.00
EVENT#	NAME	DATE	CHECK # INV DATE	INVOICE #	DESCRIPTION	ENCUMBERED	ADD/TR/	EXPENDED
				PO #		AMOUNT	ADJ/FWD	AMOUNT
								BALANCE
A	363 STANTEC CONSULTING SERVICES INC.	08/01/2025	73400 07/11/2025	2422838	CONSULTING	125482	0.00	695.00
								29238.95
A	41662 CHA	08/07/2025	73448 06/06/2025	58412.4-13	RW 9-27 RSA	125838	0.00	204.15
								29034.80
Appropriation # 2206000310.000						0.00	0.00	899.15

SubTotal Appropriation 2206000310.000

0.00 0.00 0.00 0.00 899.15

*Appropriation 2206000320.000

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT
2206000320.000	AVIATION COMMUNICATION &	0.00	460.96	7500.00	0.00	0.00	0.00	0.00
EVENT#	NAME	DATE	CHECK # INV DATE	INVOICE #	DESCRIPTION	ENCUMBERED	ADD/TR/	EXPENDED
				PO #		AMOUNT	ADJ/FWD	AMOUNT
								BALANCE
A	1007 ON-LINE DATA	08/01/2025	73382 06/30/2025	118860	PRESORT MAILING	125504	0.00	3.03
								4752.79
A	39557 VERIZON WIRELESS	08/05/2025	73438 07/25/2025	6119497551	CELL PHONE, MIFI	125591	0.00	223.93
								4528.86
A	21710 UNITED STATES POSTAL SERVICE - WARSAW	08/15/2025	73549 08/05/2025		3 ROLLS OF 100 STAMPS -	125895	0.00	234.00
								4294.86

Appropriation # 2206000320.000

0.00 0.00 0.00 0.00 460.96

SubTotal Appropriation 2206000320.000

0.00 0.00 0.00 0.00 460.96

*Appropriation 2206000330.000

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT
2206000330.000	AVIATION PRINTING & ADVERTISING	0.00	1700.00	15000.00	0.00	0.00	0.00	0.00
EVENT#	NAME	DATE	CHECK # INV DATE	INVOICE #	DESCRIPTION	ENCUMBERED	ADD/TR/	EXPENDED
				PO #		AMOUNT	ADJ/FWD	AMOUNT
								BALANCE
A	1567 ORANGE MARKETING STUDIOS LLC	08/01/2025	73383 07/01/2025	1159	SOCIAL MEDIA MGT.	125489	0.00	850.00
								10701.76
A	1567 ORANGE MARKETING STUDIOS LLC	08/15/2025	73527 08/01/2025	1172	SOCIAL MEDIA	125894	0.00	850.00
								9851.76
Appropriation # 2206000330.000						0.00	0.00	1700.00

SubTotal Appropriation 2206000330.000

0.00 0.00 0.00 0.00 1700.00

*Appropriation 2206000350.000

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT
2206000350.000	AVIATION UTILITIES	0.00	2345.69	50000.00	0.00	0.00	0.00	0.00

Date: 09/03/2025 08:57:59 AM

HISTORY_BY_APPR.FRX

REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED AMOUNT	LIQUIDATED AMOUNT	ADD/TR/ADJ/FWD	EXPENDED AMOUNT	BALANCE
A	14360 NORTHERN IND PUBLIC SERVICE CO	08/06/2025	73446	07/28/2025	339-015-001-9	UTILITY BILL		125799	0.00	0.00	0.00	78.19	31087.76
A	14360 NORTHERN IND PUBLIC SERVICE CO	08/06/2025	73446	07/28/2025	601-000-008-5	UTILITY BILL		125799	0.00	0.00	0.00	94.55	30993.21
A	14360 NORTHERN IND PUBLIC SERVICE CO	08/06/2025	73446	07/28/2025	601-000-005-3	UTILITY BILL		125799	0.00	0.00	0.00	217.39	30775.82
A	14360 NORTHERN IND PUBLIC SERVICE CO	08/06/2025	73446	07/28/2025	501-000-009-5	UTILITY BILL		125799	0.00	0.00	0.00	927.78	29848.04
A	14360 NORTHERN IND PUBLIC SERVICE CO	08/06/2025	73446	07/28/2025	901-000-000-0	UTILITY BILL		125799	0.00	0.00	0.00	704.18	29143.86
A	14360 NORTHERN IND PUBLIC SERVICE CO	08/06/2025	73446	07/28/2025	973-751-007-4	UTILITY BILL		125799	0.00	0.00	0.00	110.85	29033.01
A	11550 KOSCIUSKO REMC	08/12/2025	73453	08/01/2025	1937001	UTILITY BILL		125870	0.00	0.00	0.00	32.00	29001.01
A	11550 KOSCIUSKO REMC	08/12/2025	73453	08/01/2025	1937002	UTILITY BILL		125870	0.00	0.00	0.00	34.00	28967.01
A	11550 KOSCIUSKO REMC	08/12/2025	73453	08/01/2025	1937005	UTILITY BILL		125870	0.00	0.00	0.00	64.00	28903.01
A	11550 KOSCIUSKO REMC	08/12/2025	73453	08/05/2025	1937003	UTILITY BILL		125870	0.00	0.00	0.00	40.75	28862.26
A	11550 KOSCIUSKO REMC	08/12/2025	73453	08/05/2025	1937004	UTILITY BILL		125870	0.00	0.00	0.00	42.00	28820.26
Appropriation # 2206000350.000 Sub-Total									0.00	0.00	0.00	2345.69	

SubTotal Appropriation 2206000350.000

									0.00	0.00	0.00	2345.69	
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*Appropriation 2206000360.000

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT					
2206000360.000	AVIATION REPAIRS & MAINTENANCE	0.00	182.00	50000.00	13158.22	0.00	0.00	8700.00					
REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED AMOUNT	LIQUIDATED AMOUNT	ADD/TR/ADJ/FWD	EXPENDED	BALANCE
A	41001 MORE FARM STORE, INC	08/01/2025	73378	07/17/2025	91-287655	CHECKED BATWING		125483	0.00	0.00	0.00	96.00	37901.70
A	7003 G & E LOCKSMITH	08/01/2025	73352	07/02/2025	202594	BROKEN PADLOCK		125488	0.00	0.00	0.00	50.00	37851.70
A	12021 LAKE CITY BANK VISA	08/06/2025	73445	07/29/2025	8835	CAR WASH		125807	0.00	0.00	0.00	18.00	37833.70
A	12021 LAKE CITY BANK VISA	08/06/2025	73445	07/29/2025	8835	CAR WASH		125807	0.00	0.00	0.00	18.00	37815.70
Appropriation # 2206000360.000 Sub-Total									0.00	0.00	0.00	182.00	

SubTotal Appropriation 2206000360.000

									0.00	0.00	0.00	182.00	
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*Appropriation 2206000370.000

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT
2206000370.000	AVIATION RENTALS	0.00	276.65	25000.00	96.30	0.00	0.00	0.00

Date: 09/03/2025 08:57:59 AM

HISTORY_BY_APPR.FRX

REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED AMOUNT	LIQUIDATED AMOUNT	ADD/TR/ ADJ/FWD	EXPENDED AMOUNT	BALANCE
A	23350 WILDMAN UNIFORM	08/01/2025	73422	07/09/2025	1013093934	UNIFORM RENTAL		125486	0.00	0.00	0.00	51.77	23378.80
A	23350 WILDMAN UNIFORM	08/01/2025	73422	07/02/2025	1013091771	UNIFORM RENTAL		125486	0.00	0.00	0.00	51.77	23327.03
A	23350 WILDMAN UNIFORM	08/01/2025	73422	07/16/2025	1013096101	UNIFORM RENTAL		125486	0.00	0.00	0.00	69.57	23257.46
A	23350 WILDMAN UNIFORM	08/15/2025	73558	07/30/2025	1013100401	UNIFORM RENTAL		125889	0.00	0.00	0.00	51.77	23205.69
A	23350 WILDMAN UNIFORM	08/15/2025	73558	07/23/2025	1013098733	UNIFORM RENTAL		125889	0.00	0.00	0.00	51.77	23153.92
Appropriation # 2206000370.000									0.00	0.00	0.00	276.65	

SubTotal Appropriation 2206000370.000

									0.00	0.00	0.00	276.65	
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*Appropriation 2206000390.000

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT					
2206000390.000	AVIATION OTHER SERVICES &	0.00	200.59	59835.00	76.00	0.00	0.00	0.00					
REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED	LIQUIDATED	ADD/TR/	EXPENDED	BALANCE
A	12021 LAKE CITY BANK VISA	08/06/2025	73445	07/29/2025	8835	SLING TV		125806	0.00	0.00	0.00	81.99	55130.86
A	704 NORMS TOOL CHEST	08/15/2025	73523	08/01/2025	080125135594	SMALL ENGINE		125835	0.00	0.00	0.00	118.60	55012.06
Appropriation # 2206000390.000									Sub-Total	0.00	0.00	200.59	

SubTotal Appropriation 2206000390.000

									0.00	0.00	0.00	200.59	
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*Appropriation 2206000449.000

APPROPRIATION	TITLE	ENCUM MTD	EXPENDED MTD	CURRENT	FORWARDED	ADDITIONAL	TRANSFERRED	ADJUSTMENT					
2206000449.000	AVIATION OTHER CAPITAL OUTLAYS	0.00	238813.00	0.00	0.00	873000.00	100000.00	0.00					
REVENUE#	NAME	DATE	CHECK #	INV DATE	INVOICE #	DESCRIPTION	PO #	APV #	ENCUMBERED AMOUNT	LIQUIDATED AMOUNT	ADD/TR/ ADJ/FWD	EXPENDED AMOUNT	BALANCE
A	38720 AMERICAN ELECTRIC POWER	08/07/2025	73447	04/10/2025	385-21551710	RUNWAY 27		125837	0.00	0.00	0.00	238014.00	582350.70
A	41682 CHA	08/07/2025	73448	04/01/2025	58412.2-20	RUNWAY 27		125839	0.00	0.00	0.00	799.00	581551.70
Appropriation # 2206000449.000							Sub-Total		0.00	0.00	0.00	238813.00	

SubTotal Appropriation 2206000449.000

									0.00	0.00	0.00	238813.00	
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SubTotal Fund Number 2206

									0.00	0.00	0.00	296470.74	
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GRAND TOTAL ***

									0.00	0.00	0.00	296470.74	
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	2025	January	February	March	April	May	June	July	August	September	October	November	December	2025 YTD Total	2024 AUG	2024 YTD Total
Air Cargo		1,488.0	724	891.0	450.0	359.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3,912.0	1,788.0	14726
Revenue		\$2,232.00	\$1,086.00	\$1,336.50	\$675.00	\$538.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,868.00	\$2,682.00	\$22,089.00
Explorer Van		2,770.0	1,048.0	1,585.0	975.0	1,937.0	1,725.0	554.0	1,320.0					11,914.0	975.0	6994
Revenue		\$4,155.00	\$1,572.00	\$2,377.50	\$1,462.50	\$2,905.50	\$2,587.50	\$831.00	\$1,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,871.00	\$1,012.50	\$10,491.00
Image Air		7,424.0	6,265.0	4,053.0	3,930.0	3,255.0	6,638.0	7,381.0	4,080.0					43,026.0	5,600.0	47510
Revenue		\$9,280.00	\$7,831.25	\$5,066.25	\$4,912.50	\$4,068.75	\$8,297.50	\$9,226.25	\$5,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,782.50	\$7,000.00	\$59,987.50
Flight By PWL		1,099.0		150.0	80.0	2,265.0	2,665.0	3,525.0	1,185.0					10,969.0	4,450.0	8080
Revenue		\$1,648.50	\$0.00	\$225.00	\$120.00	\$3,397.50	\$3,997.50	\$5,287.50	\$1,777.50	\$0.00	\$0.00	\$0.00	\$0.00	\$16,453.50	\$675.00	\$6,120.00
Sugair				0.0		708.0	511.0	19,495.0	15,494.0					36,208.0	12,334.0	29465
Revenue		\$0.00	\$0.00	\$0.00	\$0.00	\$212.40	\$153.30	\$5,848.50	\$4,648.20	\$0.00	\$0.00	\$0.00	\$0.00	\$10,862.40	\$3,700.20	\$8,839.80
ZimmerBiomet		772.0		0.0	875.0	2,302.0		3,768.0	0.0					7,718.0	0.0	10317
Revenue		\$1,158.00	\$0.00	\$0.00	\$1,314.00	\$3,453.00	\$0.00	\$5,652.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,577.00	\$0.00	\$15,475.50
Revenue														0.0		
Based														\$0.00		
Jet-A														0.0	0.0	1200
Revenue														\$0.00	\$0.00	\$1,200.00
100LL		832.3	980.2	1,287.3	1,761.1	1,652.1	1,813.5	1,654.0	1,830.2					11,810.7	1,785.1	11349
Revenue		\$249.69	\$294.06	\$386.19	\$528.33	\$495.63	\$544.05	\$496.20	\$549.06	\$0.00	\$0.00	\$0.00	\$0.00	\$3,543.21	\$535.53	\$3,404.70
Transient																
Jet-A		1,265.0	932.0	888.0	4,289.0	7,031.0	8,093.0	3,030.0	983.0					26,511.0	3,616.0	16573
Revenue		\$2,530.00	\$1,864.00	\$1,776.00	\$8,576.00	\$14,062.00	\$16,186.00	\$6,060.00	\$1,966.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,022.00	\$7,232.00	\$33,146.00
100LL		678.4	636.4	2,102.9	2,067.9	898.4	852.9	1,330.1	1,079.2					9,646.2	1,244.1	9909.6
Revenue		\$339.20	\$318.20	\$1,051.45	\$1,033.95	\$449.20	\$426.45	\$665.05	\$539.60	\$0.00	\$0.00	\$0.00	\$0.00	\$4,823.10	\$622.05	\$4,954.80
Total Gals.																
Jet-A		14,818.0	8,969.0	7,567.0	10,600.0	17,857.0	19,632.0	37,753.0	23,062.0	0.0	0.0	0.0	0.0	140,258.0	24,463.0	130866
100LL		1,510.7	1,616.6	3,390.2	3,829.0	2,550.5	2,666.4	2,984.1	2,909.4	0.0	0.0	0.0	0.0	21,456.9	3,029.2	21258.6
Total Rev.																
Jet-A		\$21,003.50	\$12,353.25	\$10,781.25	\$17,062.00	\$28,637.65	\$31,221.80	\$32,905.25	\$15,471.70	\$0.00	\$0.00	\$0.00	\$0.00	\$189,436.40	\$22,301.70	\$156,748.80
100LL		\$588.89	\$612.26	\$1,437.64	\$1,562.28	\$944.83	\$870.50	\$1,161.25	\$1,088.66	\$0.00	\$0.00	\$0.00	\$0.00	\$8,366.31	\$1,157.58	\$8,359.50
Combined		\$21,592.39	\$12,965.51	\$12,218.89	\$18,624.28	\$29,582.48	\$32,192.30	\$34,066.50	\$16,560.36	\$0.00	\$0.00	\$0.00	\$0.00	\$177,802.71	\$23,459.28	\$165,108.30

Run: 9/03/2025
8:55AM

City Aviation Services
General Ledger Standard Income Report
For Fiscal Year Starting: 1/01/2025, Reporting Through: 8/31/2025
All Departments Consolidated

Page: 1 of 1

Income

	MTD 8/01-8/31/25	YTD 1/01-8/31/25
Bank/Investment Interest Income	20.23	119.86
Ramp Fees	50.00	5,580.00
Jet Fuel Sales	84,609.27	581,007.54
100LL Fuel Sales	14,191.61	101,722.99
Prist Sales	49.25	604.25
Oil Sales	27.50	760.50
Crew Car - 4 HRS.	0.00	50.00
Overnight Fee	130.00	1,075.00
Miscellaneous	0.00	1.00
After Hour Service	100.00	1,400.00
Interest Income	0.00	423.06
Total Income:	99,177.86	692,744.20

Cost Of Sales

	MTD 8/01-8/31/25	YTD 1/01-8/31/25
Jet Fuel Cost	82,217.52	394,582.98
100LL Fuel Cost	0.00	67,238.32
Prist Cost	260.00	260.00
Fuel Excise Tax	8,017.04	30,149.96
Oil Costs	2.42	864.19
Total Cost Of Sales:	90,496.98	493,095.45
Gross Profit:	8,680.88	199,648.75

Expense

	MTD 8/01-8/31/25	YTD 1/01-8/31/25
Credit Card Merchant Fees	365.75	6,121.58
TFBO Web Software	645.00	5,110.00
Miscellaneous	0.00	6,055.20
City Revenue	0.00	50,000.00
Total Expense:	1,010.75	67,286.78
Net Income:	7,670.13	132,361.97

Notes: Report Period: 1/01/2025 - 8/31/2025
All Departments Consolidated.

Warsaw Municipal Airport Budget 2206 – 2026

- I. **Personal Services** - Salaries and Wages are set by ordinance as recommended by the Council's Wage & Salary Committee and approved by the City Council.

a. **Salaries and Wages**

i. **2206-000-111.000**

Salaries and Wages	Current Year	Projected Year	% Change
Salary	\$83,187	\$88,531	6.42%
Hourly Full Time	\$261,492	\$269,500	3.06%
Longevity	\$9,000	\$9,600	6.67%
Hourly Part Time	\$78,083	\$79,685	2.05%
Overtime	\$32,579	\$33,540	2.95%
Fuel Incentive	\$15,000	\$15,000	0.00%
Aviation Board	\$1,800	\$1,800	0.00%

Wage Total	Current Year	Projected Year	% Change
Total	\$481,142	\$488,056	1.44%

b. **Employee Benefits**

i. **2206-000-130.050**

Medical	Current Year	Projected Year	% Change
Plan D	\$112,950.00	\$71,631.11	-36.58%
Plan F	\$17,500.00	\$43,656.16	149.46%
Dental, Life, LTD, AD&D	\$9,407.00	\$864.00	-90.82%

ii. **2206-000-130.000**

PERF	Current Year	Projected Year	% Change
	\$44,831.00	\$54,102.24	20.68%

iii. **2206-000-130.010**

FICA	Current Year	Projected Year	% Change
	\$31,415.00	\$38,070.68	21.19%

iv. **22206-000-130.040**

Unemployment	Current Year	Projected Year	% Change
	\$2,000.00	\$2,000.00	0.00%

v. **22206-000-130.120**

Cell Phone	Current Year	Projected Year	% Change
	\$3,779.28	\$3,779.28	0.00%

Benefit Total	Current Year	Projected Year	% Change
	\$221,882.28	\$214,103.47	-3.51%

Personal Services Total

Wage/Benefit Total	Current Year	Projected Year	% Change
	\$703,024	\$702,159	-0.12%

Warsaw Municipal Airport Budget 2206 – 2026

II. Supplies

a. 22206-000-210.000

- i. Office Supplies - Stationery, paper, computer supplies, etc.

Office Supplies	Current Year	Projected Year	% Change
	\$13,500	\$13,500	0.00%

b. 22206-000-220.000

- i. Operating Supplies - Fuel, oil, batteries, tires, janitorial supplies, etc.

Operating Supplies	Current Year	Projected Year	% Change
	\$55,000	\$55,000	0.00%

c. 22206-000-230.000

- i. Repair and Maintenance Supplies - On-going supplies needed for airport and runway maintenance, keeping of grounds and buildings, and aircraft support facilities (i.e. runway/taxiway light bulbs, ILS/AWOS equipment, ramp/apron maintenance, etc.)

Repair and Maintenance	Current Year	Projected Year	% Change
	\$30,000	\$30,000	0.00%

d. 22206-000-290.000

- i. Other Supplies

Other Supplies	Current Year	Projected Year	% Change
	\$1,000	\$1,000	0.00%

Supplies Total

Supplies Total	Current Year	Projected Year	% Change
	\$99,500	\$99,500	0.00%

Warsaw Municipal Airport Budget 2206 – 2026

III. Other Services and Charges

a. 22206-000-310.000

- i. Professional Services - Legal, engineering, contracted maintenance, weather subscription.

Professional Services	Current Year	Projected Year	% Change
	\$100,000	\$115,000	15.00%

b. 2206-000-320.000

- i. Communication and Travel - Travel, conferences, mileage, telephone, postage, etc.

Travel	Current Year	Projected Year	% Change
	\$7,500	\$7,500	0.00%

c. 2206-000-330.000

- i. Printing and Advertising – Social media, advertising and public advertisements.

Printing/Advertising	Current Year	Projected Year	% Change
	\$15,000	\$15,000	0.00%

d. 2206-000-340.000

- i. Insurance - Liability, auto, buildings figures and airport hangars keeper's insurance provider.

Insurance	Current Year	Projected Year	% Change
	\$81,248	\$93,435	15.00%

e. 2206-000-350.000

- i. Utility Services - Airport stormwater, electric, phone, internet, etc.

Utility Services	Current Year	Projected Year	% Change
	\$50,000	\$50,000	0.00%

f. 2206-000-360.000

- i. Repairs and Maintenance - Equipment and facility maintenance and repairs performed by non-city employees.

Repairs/Maintenance	Current Year	Projected Year	% Change
	\$50,000	\$60,000	20.00%

g. 2206-000-370.000

- i. Rentals - Uniform and equipment.

Rentals	Current Year	Projected Year	% Change
	\$25,000	\$25,000	0.00%

h. 2206-000-380.000

- i. Debt Services – Repayment of tractor loan.

Debt Services	Current Year	Projected Year	% Change
	\$32,000	\$32,000	0.00%

i. 2206-000-390.000

- i. Other Services and charges - AWOS Maintenance fees, association dues, ditch assessments.

Other Services	Current Year	Projected Year	% Change
	\$59,835	\$65,818	10.00%

j. 2206-000-390.100

- i. Employee Recognition

Employee Recognition	Current Year	Projected Year	% Change
	\$1,000	\$1,200	20.00%

Other Services Total

Other Services Total	Current Year	Projected Year	% Change
	\$420,582	\$464,953	10.55%

Warsaw Municipal Airport Budget 2206 – 2026

Capital Outlays

a. 2206-000-444.000

- i. Improvements other than buildings – We have several large projects coming is 2026. Most notably is phase 2 of our main runway resurfacing.

Improvements not Buildings	Current Year	Projected Year	% Change
	\$600,000	\$600,000	0.00%

b. 2206-000-445.300

- i. Machinery and Equipment - This money is used for updating old equipment or purchasing new equipment.

Machinery/Equipment	Current Year	Projected Year	% Change
	\$100,000	\$150,000	50.00%

Capital Outlays Total

Capital Outlays Total	Current Year	Projected Year	% Change
	\$700,000	\$750,000	7.14%

Warsaw Municipal Airport Budget 2206 – 2026

Personal Services Total

Wage/Benefit Total	Current Year	Projected Year	% Change
	\$703,024	\$702,159	-0.12%

Supplies Total

Supplies Total	Current Year	Projected Year	% Change
	\$99,500	\$99,500	0.00%

Other Services Total

Other Services Total	Current Year	Projected Year	% Change
	\$420,582	\$464,953	10.55%

Capital Outlays Total

Capital Outlays Total	Current Year	Projected Year	% Change
	\$700,000	\$750,000	7.14%

Total Estimated Airport Budget 2206

Total Airport Budget	Current Year	Projected Year	% Change
	\$1,923,106	\$2,016,612	4.86%

BISHOP FAMILY FARM LLC

1865 W. 700 N.
LEESBURG, IN 46538
(574) 551- 6144 **MOBILE**

Board of Aviation Commissioners
3000 Airport Dr
Warsaw, IN 46582

Commisioners, Bishop Family Farm LLC would like to use the option of extending the lease to farm the airports farm land for another 3 years. The rent will be \$24,421.50 each year paid on January 5th of each year.

We appreciate the opportunity to farm the land and take it very seriously in what we do. We are working every day to help feed this hungry nation and world.

Thanks for your time and please let me know your thoughts.

Bob Bishop

A handwritten signature in black ink that reads "Bob Bishop". The signature is written in a cursive, flowing style with a large initial "B".



THE SMARTER WAY TO RUN YOUR FBO

X-1FBO™ SYSTEM AGREEMENT

FOR:

Warsaw Municipal Airport

George Reyes

greyes@gmstek.com
(305) 219-5796

GMSTEK, LLC • 18001 Old Cutler Road • Palmetto Bay • FL • 33157

THIS AGREEMENT by and between GMSTEK, LLC ("GMSTEK") with its principal place of business at 18001 Old Cutler Road, Palmetto Beach, FL 33157, as Licensor, and Warsaw Municipal Airport (City Aviation Services Warsaw) or the ("Customer"), having its principal place of business at 3000 Airport Rd, Warsaw, IN, 46582; as Licensee, is made effective as of the last date it is signed by both of the parties hereto (hereinafter the "Effective Date").

WHEREAS, Customer wishes to deploy the X-1FBO™ System ("X-1FBO"), a cloud-based management system that provides real-time, mission-critical information; and

WHEREAS, GMSTEK wishes to provide Customer with a non-exclusive license to utilize X-1FBO;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties hereby agree as follows:

NOW THEREFORE, the parties hereby agree:

I. Definitions

- a. **X-1FBO or Service** means the cloud-based aviation management software platform offered by GMSTEK, including any related modules, features, enhancements, or updates.
- b. **Documentation** means any user guides, technical manuals, release notes, instructions, or other materials related to X-1FBO that GMSTEK provides to Customer.
- c. **Authorized Users** means the employees or contractors of Customer who are authorized by Customer to access and use X-1FBO on Customer's behalf.
- d. **Fees** means the subscription, usage, or other charges payable by Customer to GMSTEK under this Agreement.

II. Overview of Services

GMSTEK shall provide the X-1FBO Software-as-a-Service to Customer under the terms and conditions set forth in the Agreement. X-1FBO is an aviation-focused business management platform designed to streamline fixed-base operator ("FBO") operations. This platform may include various modules and features, such as billing, invoicing, payment processing, inventory management, flight scheduling, reporting, and other related functionalities as described in section V.

III. X-1FBO Implementation Process

GMSTEK and the Customer ("FBO") will work collaboratively to implement the X-1FBO system. The success of each phase depends on the FBO's active participation, including allocating the necessary personnel, providing accurate data, and fulfilling any outstanding requirements in a timely manner. By maintaining dedicated resources and providing timely information during each phase, the FBO ensures that GMSTEK can deliver X-1FBO effectively and in accordance with the agreed timelines.

The following proven implementation process will be followed:

- a. **Data Collection & System Design:** The X-1 Onboarding Team will schedule a series of online meetings to work with licensee's team to review the onboarding process, data required for system setup, meet with licensee's department heads to gather further information to complete data

collection and to help understand licensee's current processes and workflows. In conjunction with the Data Collection, GMSTEK will provide licensee access to a project management tool that allows the customer to monitor the progress of the onboarding process and upload various outstanding requirements.

- b. **Initial Training & Delivery:** Customer will be provided with X-1FBO system access for training purposes, allowing staff to familiarize themselves with the system in a non-live environment. Customer agrees to make all relevant personnel available for training and onboarding activities. In this phase, GMSTEK will provide in-person initial system training once the X-1FBO system and modules are configured and the system is ready for delivery. GMSTEK staff will work on-site with licensee personnel to ensure they are fully trained in using the X-1FBO system effectively and will also assist with dual entry during the testing phase to validate and improve system setup.
- c. **Go Live:** GMSTEK Onboarding personnel will provide in-person Go-Live support to assist the Customer in transitioning to X-1FBO in the live environment. This support will ensure that the system is effectively implemented and that any immediate issues are addressed as the Customer begins using X-1FBO in a live setting. All Go-Live support will be in-person unless otherwise described in this document.
- d. **Post-Go Live:** Following Go-Live, your Onboarding team will provide additional support for a period of six (6) weeks to ensure a smooth transition to regular support services. The Onboarding team will conduct scheduled follow-up calls during this time to assist the Customer in addressing any remaining questions or issues and introduce the support team. For the duration of this agreement, the Customer will have access to live customer support from 0700 to 2200 Eastern, via email at support@x1fbo.com, through in-app chat tools, or via the support site at <http://help.x1fbo.com>. Additional training resources and materials will be available at <http://help.x1fbo.com>. Emergency Customer Support will be available 24/7/365 at +1 (786) 725-5058.

IV. One Time Implementation, Hardware & On-Site Support Charges

Description	QTY	Unit Cost	Total
Installation Set Up & Data Migration Set up of the customers instance of the X-1FBO solution and establishment of the environment to facilitate data migration.	1	\$1,500.00	\$1,500.00
Initial Onsite Training The initial onsite training is key part of the onboarding process used to conduct on-site training and/or assistance during the dual-entry portion of the onboarding process. The X-1FBO onboarding team will coordinate with the proper parties during the Data Collection & System Design phase to determine what schedule best suits the unique needs of the FBO(s). Each team member @ \$750/day. An additional \$85 per diem and out of pocket travel expenses billed post go-live. Typically, 1 person at 5 days. Pricing per person, per day.	3	\$600.00	\$1,800.00

Premium Go-Live (On Site) X-1FBO team provides onsite support for the FBO go-live date. Each team member @ \$750/day. An additional \$85 per diem and out of pocket travel expenses billed post go-live. Typically, 1 person at 3-4 days. Pricing per person, per day.	4	\$750.00	\$3,000.00
X-1 SinglePoint (Armor 21 Device Kit) Rugged handheld device for X-1 SinglePoint, includes belt holster, case and charging dock.	3	\$529.99	\$1,589.97
Accounting Set Up (Export File) This is the creation of the required mapping of products and services to export a file from X-1FBO that is based on a customer provided import template.	1	\$1,000.00	\$1,000.00

Total \$8,889.97

V. Monthly SaaS Subscription Charges

X-1FBO is a SaaS (Software as a Service) product with subscription and other charges payable by licensee for the software services provided by GMSTEK, including access to X-1FBO and any related modules and solutions ("Services"). Services are billed on a recurring basis (e.g., monthly or annually). The Fees cover software usage, maintenance, and updates, and are billed according to the schedule set forth in the below.

Once the customer instance of X-1FBO has been created for licensee and system access has been provided, subscription billing will commence. If access is provided in the middle of a month, a prorated invoice will be sent for that month. Subsequent invoices will be due on the first of each month, for that month.

Description	QTY	Unit Cost	Discount	Total
X-1FBO Core & Fuel Management Customer Service, Pricing, Inventory, Invoicing & Payments. Includes the Fuel Management Module allowing for complete control of your fuel supply. With the ability to track each fuel load down to the gallon.	1	\$949.00	-\$94.90	\$854.10
X-1 SinglePoint Module Easy to use ramp application that will allow your team to view, manage and confirm requests and fuel inventory - each subscription is unlimited users	1	\$279.00	-\$27.90	\$251.10

Accounting Module Sync (only when syncing to accounting) X-1FBO is responsible to the create of GL movements and is used for Accounts Receivable and Accounts Payable.	0	\$199.00	\$0.00	\$0.00
X-1 SinglePoint Device Subscription Cellular data, software and management of the hardware through MDM (Mobile Device Management) solutions for mobile devices.	3	\$34.99	\$0.00	\$104.97
☒ X-1TRX Integrated flight tracking that provides FBO with full inbound traffic map displays for internal and public views with reports. The X-1FBO integration provides for no public viewing which reduces the number of blocked aircraft.	1	\$279.00	-\$27.90	\$251.10
☒ X-1 Portal The X-1 Portal provides a gateway to your customers that allows them to submit fuel orders and pay invoices online.	1	\$349.00	-\$69.80	\$279.20

Total \$1,740.47

VI. Annual Infrastructure, Security and Data Subscription Charges

Description	QTY	Unit Cost	Total
Data & Infrastructure Cost of data storage, cloud infrastructure, cybersecurity tools & protocols and capacities for your X-1FBO environment(s). Amount is billed annually, and a prorated amount will be due for the current year following contract execution with the full amount billed January 1st each year thereafter.	1	\$1,400.00	\$1,400.00

Total \$1,400.00

VII. Payment Processing - Credit Card Processing, Optional; X-1PAY Direct Debit Included

Description	Comment
☒ X-1PAY Direct Debit Direct Bank to Bank payment option at 100 basis points/transaction	May be used to receive customer payments or make vendor payments. Replaces credit cards & checks
☒ X-1PAY Merchant Processing All major credit cards can be processed. Cents vary per credit card and will be charged at cost. Pricing is Interchange + 30 cents + 40 basis points/transaction	All major credit cards and aviation cards can be processed. Cents vary per credit card and will be charged at cost. Requires separate merchant agreement.

VIII. Miscellaneous Terms

- a. **Term of agreement ("Term"):** This Agreement will begin on the effective date of contract execution and will remain in effect for a period of five (5) years. At the end of the five-year term, the Agreement will expire unless both parties agree in writing to extend or renew the Agreement.
- b. **Early termination by Licensee:** Licensee may terminate this agreement upon one hundred and twenty (120) days written notice by certified mail or by email to cancellations@gmstek.com if GMSTEK: i) fails to fulfill in any material respect, its obligations under this Agreement, and does not cure such failure within ninety (90) days of receipt of written notice from Customer, which will specifically advise GMSTEK of the alleged failure or; ii) breaches any material term or condition of this Agreement, and does not cure such breach within ninety (90) days of receipt of written notice from Customer, which will specifically advise GMSTEK of the alleged breach.
- c. **Price Guaranty:** The Monthly SaaS Subscription Charges, Processing Fees, and Data and Infrastructure Annual Fee shall remain unchanged for the first 12 (twelve) months of this agreement. After this initial year, these fees may increase annually by no more than five percent (5%) of the prior year's Fees. However, exceptions to this cap may apply in cases where substantial enhancements or strategic adjustments to our offerings, modules, and features are made. In such instances, GMSTEK reserves the right to modify the pricing structure beyond this limit to reflect these changes and prevailing market conditions. Customers will be notified of any pricing modifications at least 90 days in advance.
- d. **Data Use Policy:** The X-1FBO platform collects and utilizes data to enhance system functionality, provide support, and improve operational efficiency. By using X-1FBO, users consent to the collection and use of data as outlined in our Data Use and Sharing Policy. This policy describes our commitment to protecting proprietary information, ensuring data security, and anonymizing data used for market research or benchmarking purposes. For more detailed information, please review the full Data Use and Sharing Policy at <https://www.x1fbo.com/policy-pages/x1fbodatause>.
- e. **Payments to GMSTEK:** The Monthly SaaS Fees will be paid on the first business day of each month for that month by ACH debit through X-1PAY Direct Debit. The One Time Implementation & Hardware Purchase Charge will be paid by ACH debit or check, at licensee's option, within ten (10) days after the Effective Date of this Agreement, per diem and reimbursable travel expenses will be invoiced after they are incurred and due net ten (10) days by ACH debit or check, at

licensee's option. If an ACH debit is not honored by the bank and non-payment extends more than net fifteen (15) days beyond the due date, GMSTEK will have the right to suspend service until the account is brought up to date, and it is expressly authorized by licensee that GMSTEK may do so and will have no liability for any actual, special, indirect, punitive, or consequential damages of any kind whatsoever, including but not limited to lost profits, that licensee may incur as a result of the loss of service for failure to make timely payment. Any payments made after more than fifteen (15) days after the due date are subject to a late fee of ten percent (10%) of the invoice total. After the second occurrence of a suspension, GMSTEK shall have the right to require a three (3) month deposit and automatic payment via credit card or bank draft before resuming service.

- f. **Limitation of Liability:** GMSTEK will not be liable for any data loss, corruption, or errors arising from incorrect data entry, misconfiguration of settings, or defects, except in cases of willful misconduct or gross negligence. In no event shall GMSTEK's liability exceed one month's service fee. Customer agrees to indemnify and hold GMSTEK harmless from all claims, damages, or liabilities arising from Customer's use of the Services, violation of this Agreement, negligence, or incorrect configuration. GMSTEK is not responsible for interruptions caused by events beyond its control, including, but not limited to power failures, natural disasters, internet outages, or cellular network disruptions.
- g. **Third-Party Service Disclaimer:** GMSTEK relies on third-party vendors, including but not limited to Microsoft, Mapbox, Artic Wolf and various payment providers, to provide certain aspects of the Services. GMSTEK shall not be held liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to issues arising from third-party vendors, including service outages, disruptions, or limitations beyond GMSTEK's reasonable control.
- h. **Warranty & Disclaimers**
 - a. **Limited Warranty:** GMSTEK warrants that the X-1FBO System ("X-1FBO") will operate in substantial conformity with the Documentation under normal use and in accordance with the terms of this Agreement. If X-1FBO does not perform as warranted, GMSTEK shall use commercially reasonable efforts to correct any reproducible defects reported by Customer. This warranty is valid only when Customer uses X-1FBO as authorized and in accordance with this Agreement.
 - b. **Disclaimer of Other Warranties:** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, GMSTEK PROVIDES X-1FBO "AS IS" AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. GMSTEK DOES NOT WARRANT THAT X-1FBO WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS WILL BE CORRECTED.
 - c. **Exclusions:** This limited warranty does not cover errors or problems caused by:
 - Modifications to X-1FBO not performed by GMSTEK;
 - Use of X-1FBO other than in accordance with the Documentation;
 - Third-party hardware or software not authorized or provided by GMSTEK;
 - External causes beyond GMSTEK's reasonable control, including force majeure events or internet outages.

- d. **Sole Remedy:** Customer's sole and exclusive remedy for any breach of this limited warranty is for GMSTEK to use commercially reasonable efforts to correct the non-conformity or, at GMSTEK's discretion, to provide a workaround. If GMSTEK cannot correct a material defect in X-1FBO within a reasonable period, GMSTEK may terminate this Agreement and provide a prorated refund of any prepaid fees applicable to the remaining unused portion of the Subscription Term.
- i. **System Updates and Force Majeure:** X-1FBO System updates and maintenance are performed during hours of least usage, generally in the midnight to 4am range of time. Except in emergency situations, at least three (3) days' notice will be provided to licensee with regard to scheduled upgrades and maintenance. After the occurrence of a "Force Majeure" event, GMSTEK will devote all resources reasonably available to returning X-1FBO to full operation as soon as possible. Since X-1FBO is maintained on multiple servers in separate physical locations, GMSTEK believes that X-1FBO will remain available even during most extreme conditions.
- j. **Non-Disclosure and Confidentiality:** Confidential information of the X-1FBO system includes, but is not limited to, pricing, technical details, implementation processes, trade secrets, source code, software architecture, financial information, product roadmaps, and other proprietary or business information disclosed by GMSTEK to Licensee. These details, which Licensee may learn through its use of the system or during interactions with GMSTEK were developed at significant cost and effort. Accordingly, Licensee agrees not to publish or disclose such information, including X-1FBO pricing and the terms of this Agreement, to any third party.
- a. **Exclusions:** The confidentiality obligations in this section do not apply to information that is or becomes publicly available without breach of this Agreement; was already lawfully in the receiving Party's possession at the time of disclosure; is lawfully obtained from a third party without any confidentiality obligations; or is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information.
- b. **Mandatory Disclosures:** If the receiving Party is compelled by law, regulation, or valid court order to disclose any of the disclosing Party's Confidential Information, it shall promptly notify the disclosing Party (unless legally prohibited), and will cooperate in seeking a protective order or other means to limit the scope of the required disclosure.
- k. **Limitation of Permitted Use:** GMSTEK (and its licensors, if any) retains all right, title, and interest in and to the X-1FBO platform and all associated software, code, trademarks, images, logos, text, graphics, and other intellectual property ("X-1FBO IP"). No ownership rights in the X-1FBO IP are transferred to the Licensee under this Agreement. Any use of the X-1FBO IP not expressly permitted hereunder is strictly prohibited.
- a. **Licensee Data:** Licensee retains all right, title, and interest in and to any data, information, or content that Licensee or its Authorized Users upload, submit, or otherwise provide to X-1FBO ("Licensee Data"). GMSTEK does not claim any ownership in Licensee Data.
- b. **Prohibited Acts:** Licensee shall not, and shall not enable or permit any third party to:
- Copy, duplicate, modify, reverse engineer, decompile, or disassemble any part of X-1FBO, including its code or underlying software.
 - Reproduce, distribute, or publicly display X-1FBO IP in any form without GMSTEK's prior written consent.
 - Use the X-1FBO IP to develop or assist in developing a competing product or service.

- Remove or alter any copyright, trademark, or proprietary notices within the X-1FBO platform or associated Documentation.
- c. **No Transfer or Sublicensing:** Licensee may not sell, rent, lease, sublicense, or otherwise transfer the X-1FBO platform, or any portion thereof, to any third party without GMSTEK's prior written approval.
- d. **Feedback:** Any suggestions, ideas, or feedback provided by Licensee regarding X-1FBO may be used by GMSTEK to improve or enhance its products and services without any obligation or compensation to Licensee
- l. **Service Level:** X-1FBO will be up and available 99.9%, 24/7/365. Upgrades will be made and maintenance performed during hours of least usage, generally between midnight and 4am Eastern Standard Time. Except in emergency situations, at least three (3) days' notice will be provided with regard to upgrades and maintenance
- m. **Misuse, Fraud and Illegal Activity:** GMSTEK reserves the right to cooperate with law enforcement authorities, regulatory bodies, or other governmental entities in the investigation of any alleged illegal activities involving the use of the Services. Such cooperation may include, without limitation, providing Customer information or data, as permitted by applicable law. Customer acknowledges and agrees that GMSTEK may disclose information about Customer or their use of the Services if required by law, legal process, or court order. GMSTEK reserves the right to immediately suspend system access if it is determined that Services provided by GMSTEK are being used to commit or facilitate any criminal activity, including but not limited to fraud, unauthorized transactions, or other illegal activities. Such suspension will remain in effect until the issue has been investigated and resolved to GMSTEK's satisfaction. Suspension of access does not absolve the customer of their contractual obligations, including but not limited to payment of fees and compliance with all terms of this agreement. GMSTEK shall notify the customer of the suspension and provide details regarding the alleged misuse.
- n. **Prohibited Acts & Post Termination Use:** To reinforce the protection of GMSTEK's intellectual property and limit the risk of unauthorized replication or derivative development, the following terms apply:
 - a. **No Rights Granted by Exposure:** Customer acknowledges that exposure to any GMSTEK proprietary features, modules, trade secrets, processes, or functionality—whether during implementation, testing, beta access, or support—does not grant any perpetual, irrevocable, or royalty-free rights to GMSTEK's intellectual property unless expressly authorized in writing.
 - b. **No Replication or Derivative Development:** Customer shall not, without GMSTEK's prior written consent, attempt to replicate, reproduce, reverse engineer, or develop derivative works of any GMSTEK proprietary feature, system component, or technology, including but not limited to through third-party platforms such as Microsoft PowerApps, low-code tools, or custom software development.
 - c. **Use Post-Termination:** Customer shall not retain access to, or continue using, any portion of the X-1FBO system or its components after termination of this Agreement. Any continued use must be subject to a new written agreement between the parties with mutually agreed terms and conditions, including licensing and compensation.
- o. **Choice of Law:** This Agreement will be construed, interpreted and applied in accordance with the laws of the State of Florida. If any disputes arise, they will be resolved through binding arbitration in conformance with the rules of Judicial Arbitration Mediation Services in Miami Florida, which

shall be the sole and exclusive venue for any such arbitration. Licensee agrees to, consents, and waives objection to the personal jurisdiction of the Courts of the State of Florida for the purpose of enforcing this Agreement and any arbitrable award. The parties will elect expedited process, to the extent available. The decision of the arbitrator will be final and not be subject to appeal. The prevailing party will be entitled to recover its attorney fees and costs in all arbitrable and judicial proceedings arising out of, under, or in connection with this Agreement.

- p. **Amendments:** No amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties. For the avoidance of doubt, email exchanges or other electronic communications shall not constitute a valid amendment unless explicitly stated as such and signed via a legally recognized electronic signature method by both Parties.
- q. **Sole Agreement:** This Agreement, including any exhibits, schedules, or addenda, constitutes the entire understanding between the Parties with respect to the subject matter herein. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, that are not expressly set forth in this Agreement. Any modifications or amendments to this Agreement must be made in accordance with the "Amendments" section and be in writing, signed by both Parties (which may include a legally recognized electronic signature). No verbal modifications will be valid.

Intentionally Blank

Agreed To and Accepted By:
GMSTEK, LLC

Agreed To and Accepted By:
City Aviation Services Warsaw

Signature

Signature

Steve Tubbs
Name

Client's Full Name
Name

SVP of Operations
Title

Title
Title

Date

Date

Please initial below to accept.

_____ We will utilize X-1PAY Merchant Processing as described in Section V.