

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AGENDA
June 10, 2019
5:30 p.m.

1. Call to Order

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the east wall of the Airport Terminal Meeting Room.

The Airport Authority reserves the right to adjourn into executive session as per Section 84-1410 of the Nebraska Revised Statutes.

Public Comments - Anyone desiring to speak on an agenda item is invited to do so, and should limit themselves to three minutes after being recognized by the Chair.

2. Pledge of Allegiance

3. Approval of Minutes

4. Approval of Claims

5. Recognition of Dan Fullerton- Grand Island Career Pathways Institute

6. New Business

- Chamber Coffee
 - i. July 5th
- Silt removal from Airport property
- Airport retreat
 - i. Action to set date for airport retreat

7. Old Business

- Parallel Taxiway to Runway 17/35 Paving & lighting
- Maintenance Shed/Building
 - i. Tabled at 5/13/19 meeting
 - ii. Discussion/possible action re: maintenance shed
- Airport Promotions Committee
 - i. Discussion/possible action to approve formation of flying club
 - ii. Discussion/possible action to purchase airplane for flying club
 - iii. Move potluck nights
- Airport Authority Attorney
 - i. Discussion/possible action re: airport attorney and moving meeting date
- Hangar Inspections

8. Airport Managers comments

9. Member comments

10. Other business

11. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY

May 14, 2019

5:30 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Nancy Braden Terminal Building on the above date and time by Vice Chairman Travis Meyer. The following members were present: Travis Meyer, Scott Hammer, Mark Putnam and David Ley. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Tom Becker Airport Manager and FBO, Karma Schulte Becker Flying Service, Curtis Christianson and Quentin Lubeck Olsson Associates, Michael Emanuel North Central Builders Inc., Ryan Lihs Red Line Aviation Inc., Todd Luedtke, Jim Hoffman and Sandy Hoffman.

Putnam moved and Hammer 2nd to approve the minutes of the April 8, 2019 regular meeting. Roll was called with the following results: Yeas: Hammer, Meyer, Putnam and Ley. Nays: None. The Vice Chairman declared the motion carried.

Hammer moved and Putnam 2nd to accept all the claims presented as of May 14, 2019. Roll was called with the following results: Yeas: Hammer, Meyer, Putnam and Ley. Nays: None. The Vice Chairman declared the motion carried.

Putnam moved and Hammer 2nd to accept the estimate and approve construction of 14'16' Electrical Building by North Central Builders, Inc. at a cost of \$36,283.00. Roll was called with the following results: Yeas: Hammer, Meyer, Putnam and Ley. Nays: None. The Vice Chairman declared the motion carried.

Meyer moved and Hammer 2nd to table Maintenance Building Addition until further information could be presented. Roll was called with the following results: Yeas: Hammer, Meyer, Putnam and Ley. Nays: None. The Vice Chairman declared the motion carried.

Putnam moved and Ley 2nd that we approve Aerial Applicator Agreement for Red Line Aviation Inc. Roll was called with the following results: Yeas: Hammer, Meyer, Putnam and Ley. Nays: None. The Vice Chairman declared the motion carried.

Ley moved and Hammer 2nd to approve engineering agreement with Olsson Associates pending FAA and NDOT approval. Roll was called with the following results: Yeas: Hammer, Meyer, Putnam and Ley. Nays: None. The Vice Chairman declared the motion carried.

Meyer moved and Hammer 2nd to approve committee appointments presented and broaden the scope to Airport Promotion Committee addressing various options to promote the airport to the public. Appointments are: Tom Becker, Scott Hammer, Mark Lenihan, Scott Morgan, Tom Schmitz, Carl Rump and Dave Zach. Roll was called with the following results: Yeas: Hammer, Meyer, Putnam and Ley. Nays: None. The Vice Chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal actions on these matters were needed.

There being no further business, Vice Chairman Meyer adjourned the meeting at 8:02 PM.

David R. Ley, Secretary

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
MAY 31, 2019

PREVIOUS BALANCE 350,749.50

DEPOSITS:

Interest on checking account	133.10
Avgas	2,728.92
County Treasurer	29,406.52
Accounts Receivable	2,953.80
State of Nebraska	19,753.29

54,975.63

TOTAL AVAILABLE 405,725.13

CLAIMS:

Claims Paid May 85,931.70

BOOK BALANCE AS OF MAY 31, 2019 319,793.43

Plus Outstanding Checks 125.24

Less Outstanding Deposits 1,000.00

BANK BALANCE AS OF MAY 31, 2019 318,918.67

WAYNE MUNICIPAL
AIRPORT AUTHORITY
May 15, 2019

Ck # 7623	North Central Builders- 20% down on vault building	\$7,256.60
June 10, 2019		
Ck # 7624	American Broadband- Telephone	91.64
Ck # 7625	Appeara – Rugs & mops	59.00
Ck # 7626	Becker Flying Service – Managers contract	3,000.00
	Less FBO lease	(100.00)
	Less storage bldg.....	(61.00)
		2,839.00
EFT	Black Hills Energy- Natural gas.....	91.79
Ck # 7627	Bomgaars- Hose, valves, fasteners, flags.....	129.68
Ck # 7628	Century Link – DSL	88.99
Ck # 7629	Chesterman Company- Equipment rental	7.00
Ck # 7630	City of Wayne	
	AWOS	21.41
	Apron lighting	57.50
	House.....	114.34
	Terminal/hangar	671.45
	Shop.....	114.62
	Office & irrigation.....	206.72
	Postage.....	35.45
	Treasurer's Fee.....	500.00
		1,721.49
Ck #7631	Copy Write- Award plaque	20.58
EFT	Department of Aeronautics –	
	Terminal/Hangar	1,182.00
	AWOS	383.33
		1,565.33
Ck # 7632	Heartland Natural Gas- Natural gas.....	39.74
Ck # 7633	Helena- Trimec & Promate.....	304.00
Ck # 7634	Jim Hoffman – Digital TV	49.99
Ck # 7635	Miller Law- Legal	450.00
Ck # 7636	Northeast Power – Electricity PAPI's	28.75
Ck # 7637	O'Reilly Automotive- Valve stems	3.19
EFT	Verizon – Cell phone	74.26
Ck # 7638	Wayne Auto Parts- V-belts.....	73.27
Ck # 7639	Wisner West- Fuel	332.49
	TOTAL	\$15,226.79

Beth Porter - Fwd: Re: Rod Lutt Phone Call

From: Beth Porter
Date: 5/31/2019 12:25 PM
Subject: Fwd: Re: Rod Lutt Phone Call
Cc: Beth Porter

>>> Tom <toschmi01@gmail.com> 5/31/2019 12:25 PM >>>
OK, thanks.

Tom

Sent from my iPad

On May 31, 2019, at 12:00 PM, Travis Meyer <tnlmeyer@msn.com> wrote:

I have a call in to him and am waiting for a reply to let him know.

Thanks,

>>> THOMAS SCHMITZ <toschmi01@gmail.com> 5/31/2019 9:58 AM >>>

I would think that Rod would have the option to either put a tile system into the creek (if allowed) or be responsible to remove the silt. If this is proven that the silt is coming from his property. If the airport was allowing silt to encroach on his property we would be responsible to make the corrections. If he would want to make arrangements with Dick Soden so he could work on removing the silt I wouldn't be against it.

Tom

Sent from my iPhone

On May 31, 2019, at 8:07 AM, Travis Meyer <tnlmeyer@msn.com> wrote:

I went out and looked closer at the elevations of the drainage ditch last night. I think there is plenty of slope after about 400-800 feet after the fence that the water will not collect like we had talked about yesterday so I am ok with going ahead with Dicks recommendation of letting Rod remove the silt. If we have to do it and pay for it then I suggest we wait for a meeting to discuss it further. What are your thoughts?

Thanks,

Travis Meyer

From: THOMAS SCHMITZ <toschmi01@gmail.com>

Sent: Thursday, May 30, 2019 4:20 PM

To: Beth Porter

Cc: Travis Meyer

Subject: Re: Rod Lutt Phone Call

If we need to wait for the board meeting and get more definite info I have no problem with that.

Tom

Sent from my iPhone

On May 30, 2019, at 4:03 PM, Beth Porter <bporter@cityofwayne.org> wrote:

Travis and I just spoke with Joel regarding this. Joel brought up that removing the silt on the airport property could potentially cause issues for the airport. It seems the flooding could potentially follow the removal of the silt- if that makes sense. I'm sure Rod would like this taken care of as soon as possible but after speaking with Joel it may be prudent to wait until this can be discussed at the Board meeting. His best option may be to tile into the Logan Creek.

Travis said he could contact Rod to discuss.

Let me know your thoughts and if you are both on board to wait to discuss at the next meeting.

Thanks,

Beth

>>> THOMAS SCHMITZ <toschmi01@gmail.com> 5/30/2019 3:44 PM >>>

I would say that we contact Rod and let him know that the silt is coming from his property and have him contact Dick so he can remove the silt. Either of us can contact Rod, I don't have his cell number so if you want me to talk with him you can get me his number. I'm sure he would like to get this done soon so he can get his field draining.

Tom

Sent from my iPhone

>>> Travis Meyer <tnlmeyer@msn.com> 5/30/2019 8:34 AM >>>

So where do we go from here? Do we call him and let him know these options??

From: Beth Porter <bporter@cityofwayne.org>
Sent: Wednesday, May 29, 2019 2:33 PM
To: Joel Hansen; Tom Schmitz; Travis Meyer
Subject: Re: Rod Lutt Phone Call

I just spoke with Dick Soden at the DOT office. He stated that they tried to clean the area out a year ago but until the silt is cleaned out further north the problem will remain. The State will take care of the right of way but said it won't resolve the problem. The 2 suggestions that he gave were for the airport to give permission to Lutt to come in and remove the silt- being that the silt is washing from his field the airport could give him permission to come on the property to remove the silt. The second would be for the airport to remove the silt. Either way authorization needs to be obtained by Dick Soden.

Please let me know your thoughts on how we should proceed.

Thanks,
Beth

>>> THOMAS SCHMITZ <toschmi01@gmail.com>
5/29/2019 11:36 AM >>>
Travis,

Thanks for the update, with the airport now part of the Nebraska department of transportation that was good that you contacted Dick Soden. I would think that they would have the equipment and man power to work on the situation. I think that the NDOT would take care of the right of way ditches and water way drainage under the highways. ??

Tom

Sent from my iPhone

On May 29, 2019, at 10:28 AM, Travis Meyer <tnlmeyer@msn.com> wrote:

Tom,

This morning I got a call from Rod Lutt who farms the ground straight south of the airport and his fields are flooding and is searching for a fix to his water drainage problem. He contacted someone from the state and they said the airport would have to clean the drainage ditch also to make room for the water to flow. The bridge on the highway is silted pretty bad so I talked with Beth and we have a call in to Dick Soden with the State Highway Dept and am waiting for his phone call as to what do we do. I hope the state takes care of the silt under and around the bridge and then we can see just what we as an airport have to do and what hoops do we have to jump. Just wanted to let you know,

Thanks,
Travis Meyer

North Central Builders, Inc.

PO Box 768
Hartington, NE 68739

(402)254-6847

Fax: (402)254-6848

PROPOSAL AND ACCEPTANCE CONTRACT

This Agreement, made this **15th day of May, 2019**, by and between **NORTH CENTRAL BUILDERS, INC.** hereafter called the contractor and **Wayne Airport Authority**.

For the consideration hereinafter named the said Contractor covenants and agrees with the said Owner as follows:

Site Location: **Wayne, NE**

FIRST: The Contractor shall and will furnish (if agreed), construct, set in place, finish, and deliver to the Owner free from all claims, liens, and charges, and in a good substantial, thorough and workmanlike manner perform and in every respect complete as follows:

Material, Labor & some equipment to erect:

1-15'6" x 80' x 60' Clear Span Rigid Frame Behlen Metal Building

Includes:

ZL-24 SS Roof Panels
ADP Exterior Wall Panels
ADP 8' Interior Liner Panels
3-3070 Walk Doors
R-36 Roof, R-24 Wall
Energy Saver Insulation
5-OHD Frames with Doors (1-10'x10', 2-16'x14', 1-16'x12', 1-12'x12')
Footings & Infill of Concrete inside building
Exterior Concrete Apron and Drains
Interior & Exterior Drains
2-layers 5/8 Drywall

Does Not include Electrical (\$24,700), Plumbing (\$3,000) or Heating (\$7,388)

na Concrete must be level and square within 3/8"
 na Anchor bolts must be set per manufacturers specifications
 x 30 amp 110v electrical power within 50' of building
 na All openings on Behlen "stressed skin" building to be factory cut
 x Concrete and job site to level, smooth and clear of debris and obstructions within 25' of building unless otherwise noted
 x All building accessories must be listed above or they are not included
 x Above erection price based on all parts being pre-engineered with bolted connections unless otherwise noted

Insurance-NCB / **Owner**

OSHA Site Standards Per **Owner/NCB**

Plans and Specs **As per owner**

Utilities **Owner**

Performance Bond **na**

Standards Permits **Owner**

Survey **Owner**

Unloading Owner's Material **NCB/Owner**

Builder's Risk Insurance **na**

SECOND: The Contractor will promptly begin said work as started above as he is notified by the owner that the ground is clear of the structure far enough advanced to allow the beginning of that portion included hereunder, and will carry forward and complete said work as rapidly as the structure will permit, unless detained by other contractors, in which event he will promptly notify the Owner, in writing who (if satisfied that said delay is caused by others than said Contractor hereunder) will allow additional time sufficient in his judgment to make up the time so lost. This paragraph shall cover any extra work or materials furnished under this contract.

THIRD: The Contractor shall, from time to time, as directed by the Owner remove all, debris, dust and rubbish incidental to or resulting from said Contractor's work: and shall, upon completion of the work required by this Agreement remove all scaffolds, material, machinery, implements, debris, rubbish and dust connected with, incidental to, or resulting from said work, and leave the premises clean, neat, and complete.

FOURTH: The Contractor shall provide sufficient, safe and proper facilities at all times.

FIFTH: The Contractor shall not employ any workmen whose employment on the building or improvement may be objected to by the Owner.

SIXTH: No extra work or changes under this contract will be recognized or paid for, unless agreed to in writing before the work is done or the changes desired the price to be paid or the amount to be deducted, should said change decrease the amount to be paid hereunder.

SEVENTH: The Contractor hereby covenants and agrees to indemnify and save harmless the Owner from all and all manner of claims or suits for infringements of patents or violation of patent right, including all costs and expenses to which the Owner may be put in defending any actions that may arise under this clause of the contract.

EIGHTH: The Contractor shall protect and indemnify said Owner against any loss of damage suffered by any one arising through the negligence of the Contractor, or those employed by him or his agents or servants: he shall bear any expense which the Owner may have be reason thereof, or on account of being charged therewith: and if there are any such injuries to persons or property unsettled for, when the work herein provided for is finished, final settlement between the Owner and Contractor shall be deferred until such claims and adjusted or suitable special indemnity acceptable to the Owner is provided by the Contractor.

NINTH: The Contractor shall, as soon as obtainable after signing the contract, secure and pay for Employers Liability or Workmen's Compensation, also Public Liability and Property Damage Insurance, in amounts and in Companies acceptable to the Owner, and in accordance with the laws (now or hereafter in force) of the State in which the work is performed.

The Contractor also agrees to indemnify; and save the Owner harmless from any and all damages, losses, costs and expenses of every kind and nature sustained, borne or coming to the Owner by reason or an account of his liability under the laws (now and hereafter in force), of the State in which the work is performed.

TENTH: The Contractor shall pay all Sales Taxes, Excise Taxed, Old Age Benefit and Unemployment Compensation Taxes upon the materials and labor furnished under this contract, as required by the Statutes of the United States Government and the State in which this work is performed.

ELEVENTH: The Owner shall, as soon as obtainable from reliable Companies, during the Progress of the work, secure policies of insurance on said work, against loss or damage by fire, lightning, earthquake, cyclone, explosion or other causality not the fault of the Contractor the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and shall be made payable to the various parties in interest, as their interest may appear: by the provisions of this article shall in no wise be construed as imposing or fastening any liability on the Owner, other than to secure said insurance, as aforesaid, or as lessening or affecting the liability of the Contractor, or as altering or modifying in any way the rights or responsibilities of the parties in respect of the said work or otherwise.

TWELFTH: This contract shall not be assigned by this Contractor to another Contractor. Any attempt to assign this contract shall meet the approval of the Owner or operate as an instant forfeiture and repudiation thereof by the Contractor and the rights of the parties shall be determined in the same manner as though the Contractor had at the

time of such attempted assignment failed and refused to continue to perform the contract. All sub-contracts shall be subject to the approval of the Owner.

THIRTEENTH: Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner or of any other contractor employed by the Owner upon the work, or by any damage caused by fire, lightning, earthquake, cyclone or other casualty, not the fault of the Contractor or by strikes or lock-outs caused by acts of employees, then the time fixed herein for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Owner but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within forty-eight (48) hours of the occurrence of the cause or commencement of such delay.

FOURTEENTH: The Contractor reserves the right to stop all work whenever site conditions or other trades do not meet OSHA standards.

FIFTEENTH: All monies for above said labors and materials, unless other arrangements for payments have been made, are to be escrowed with an approved agency. The Contractor will furnish Owner lien waivers upon demand for draws.

IN CONSIDERATION WHEREOF; the said Owner agrees that he will pay to the said Contractor payments, the sum of: **Two Hundred Fifteen Thousand, Five Hundred Ten & 00/100 dollars (\$215,510.00)** For said materials and work, said amount to be paid as follows: **20% due upon signing(\$43,102.00) Materials are due upon delivery. The remaining balance will be billed monthly as completed.**

All labor and material, or both, on the premises to be paid upon demand. Payment to be made within 10 days after billing. 2% per month service charge on all payments that are overdue. It is further understood and agreed that all payments on account shall operate as an approval of said work or materials or any part thereof. All negotiations and agreements prior to the date of this memorandum are merged herein. We have read and fully understand this agreement. The Owners and Contractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.

IN WITNESS WHEREOF, they have executed this agreement the day and date written.

Contractor _____ Date _____

Owner _____ Date _____

North Central Builders, Inc.

PO Box 768
Hartington, NE 68739

(402)254-6847

Fax: (402)254-6848

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FIRST: The Contractor shall and will furnish (if agreed), construct, set in place, finish, and deliver to the Owner free from all claims, liens, and charges, and in a good substantial, thorough and workmanlike manner perform and in every respect complete as follows:

Material, Labor & some equipment to erect:
1-15'x80'x24' Single Slope Behlen Rigid Frame Metal Building

Includes:

ZL-24 SS Roof Panels
ADP Exterior Wall Panels (26 gauge)
1-3070 Walk Doors
2 OHD Frames & Doors (2-16'x14')
Insulation Package
Footings

Does NOT include Electrical, Plumbing or Heating

na Concrete must be level and square within 3/8"
 na Anchor bolts must be set per manufacturers specifications
 x 30 amp 110v electrical power within 50' of building
 na All openings on Behlen "stressed skin" building to be factory cut
 x Concrete and job site to level, smooth and clear of debris and obstructions within 25' of building unless otherwise noted
 x All building accessories must be listed above or they are not included
 x Above erection price based on all parts being pre-engineered with bolted connections unless otherwise noted

Insurance-NCB / Owner

OSHA Site Standards Per **Owner/NCB**

Plans and Specs **As per owner**

Utilities **Owner**

Performance Bond **na**

Standards Permits **Owner**

Survey **Owner**

Unloading Owner's Material **NCB/Owner**

Builder's Risk Insurance **na**

SECOND: The Contractor will promptly begin said work as started above as he is notified by the owner that the ground is clear of the structure far enough advanced to allow the beginning of that portion included hereunder, and will carry forward and complete said work as rapidly as the structure will permit, unless detained by other contractors, in which event he will promptly notify the Owner, in writing who (if satisfied that said delay is caused

by others than said Contractor hereunder) will allow additional time sufficient in his judgment to make up the time so lost. This paragraph shall cover any extra work or materials furnished under this contract.

THIRD: The Contractor shall, from time to time, as directed by the Owner remove all, debris, dust and rubbish incidental to or resulting from said Contractor's work: and shall, upon completion of the work required by this Agreement remove all scaffolds, material, machinery, implements, debris, rubbish and dust connected with, incidental to, or resulting from said work, and leave the premises clean, neat, and complete.

FOURTH: The Contractor shall provide sufficient, safe and proper facilities at all times.

FIFTH: The Contractor shall not employ any workmen whose employment on the building or improvement may be objected to by the Owner.

SIXTH: No extra work or changes under this contract will be recognized or paid for, unless agreed to in writing before the work is done or the changes desired the price to be paid or the amount to be deducted, should said change decrease the amount to be paid hereunder.

SEVENTH: The Contractor hereby covenants and agrees to indemnify and save harmless the Owner from all and all manner of claims or suits for infringements of patents or violation of patent right ,including all costs and expenses to which the Owner may be put in defending any actions that may arise under this clause of the contract.

EIGHTH: The Contractor shall protect and indemnify said Owner against any loss of damage suffered by any one arising through the negligence of the Contractor, or those employed by him or his agents or servants: he shall bear any expense which the Owner may have be reason thereof, or on account of being charged therewith: and if there are any such injuries to persons or property unsettled for, when the work herein provided for is finished, final settlement between the Owner and Contractor shall be deferred until such claims and adjusted or suitable special indemnity acceptable to the Owner is provided by the Contractor.

NINTH: The Contractor shall, as soon as obtainable after signing the contract, secure and pay for Employers Liability or Workmen's Compensation, also Public Liability and Property Damage Insurance, in amounts and in Companies acceptable to the Owner, and in accordance with the laws (now or hereafter in force) of the State in which the work is performed.

The Contractor also agrees to indemnify; and save the Owner harmless from any and all damages, losses, costs and expenses of every kind and nature sustained, borne or coming to the Owner by reason or an account of his liability under the laws (now and hereafter in force), of the State in which the work is performed.

TENTH: The Contractor shall pay all Sales Taxes, Excise Taxed, Old Age Benefit and Unemployment Compensation Taxes upon the materials and labor furnished under this contract, as required by the Statutes of the United States Government and the State in which this work is performed.

ELEVENTH: The Owner shall, as soon as obtainable from reliable Companies, during the Progress of the work, secure policies of insurance on said work, against loss or damage by fire, lightning, earthquake, cyclone, explosion or other causality not the fault of the Contractor the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and shall be made payable to the various parties in interest, as their interest may appear: by the provisions of this article shall in no wise be construed as imposing or fastening any liability on the Owner, other than to secure said insurance, as aforesaid, or as lessening or affecting the liability of the Contractor, or as altering or modifying in any way the rights or responsibilities of the parties in respect of the said work or otherwise.

TWELFTH: This contract shall not be assigned by this Contractor to another Contractor. Any attempt to assign this contract shall meet the approval of the Owner or operate as an instant forfeiture and repudiation thereof by the Contractor and the rights of the parties shall be determined in the same manner as though the Contractor had at the time of such attempted assignment failed and refused to continue to perform the contract. All sub-contracts shall be subject to the approval of the Owner.

THIRTEENTH: Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner or of any other contractor employed by the Owner upon the work, or by any damage caused by fire, lightning, earthquake, cyclone or other casualty, not the fault of the Contractor or by strikes or lock-outs

caused by acts of employees, then the time fixed herein for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Owner but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within forty-eight (48) hours of the occurrence of the cause or commencement of such delay.

FOURTEENTH: The Contractor reserves the right to stop all work whenever site conditions or other trades do not meet OSHA standards.

FIFTEENTH: All monies for above said labors and materials, unless other arrangements for payments have been made, are to be escrowed with an approved agency. The Contractor will furnish Owner lien waivers upon demand for draws.

IN CONSIDERATION WHEREOF; the said Owner agrees that he will pay to the said Contractor payments, the sum of: **Ninety Thousand, Three Hundred Twelve & 00/100 (\$90,312.00)**

For said materials and work, said amount to be paid as follows: **20% due upon signing (\$18,062.40) Materials are due upon delivery. The remaining balance will be billed monthly as completed.**

All labor and material, or both, on the premises to be paid upon demand. Payment to be made within 10 days after billing. 2% per month service charge on all payments that are overdue. It is further understood and agreed that all payments on account shall operate as an approval of said work or materials or any part thereof. All negotiations and agreements prior to the date of this memorandum are merged herein. We have read and fully understand this agreement. The Owners and Contractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.

IN WITNESS WHEREOF, they have executed this agreement the day and date written.

Contractor _____ Date _____

Owner _____ Date _____

The Airport Promotions Committee met on Thursday May 23rd at 5:30 PM. In attendance was Scott Hammer, Dave Zach, Carl Rump, Scott Morgan, Tom Becker, and Tom Schmitz. Mark Lenihan was not able to attend but sent a note saying the school fully supports the idea of a simulator.

We briefly discussed the Wednesday night pot lucks as well as the 2 remaining fly-ins. Nothing was resolved as far as funding of Pot-Lucks or Fly-ins from airport funds.

There was lively discussion on the forming of a club, purchase of an airplane and/or airplanes, and purchase of a simulator.

Here are the committee's recommendations:

- 1) Commit to funding a flying club... Up to \$50,000 for purchase of an airplane as well as startup fees associated with the club's incorporation. (Karen Zach's C-150 was mentioned as a good option as a club airplane, Dave was going to talk to her)
- 2) Club should NOT be affiliated with airport Authority to maintain clean liability. All assets purchased for the club by Airport Authority would revert back to AA should the flying club dissolve.
- 3) Becker Flying Service offered to do pre-buy inspection on selected airplane at N/C assuming club uses Becker Flying Service for maintenance work.
- 4) Becker Flying Service would donate the Airport Office Building (old terminal building site) for Flying Club use for 1 year if the discussion for purchase of a simulator is held off for 1 year after the club is up and running.
- 5) Move the Wednesday night pot lucks to Tuesday or Thursday nights next year to avoid Wednesday Night Golf League.

Meeting was ended at around 7:00.

Scott Hammer

Tom Schmitz

Beth Porter - Re: Airport Authority Attorney

From: Eric Knutson <erknut@gmail.com>
To: Beth Porter <bporter@cityofwayne.org>
Date: 5/16/2019 10:51 AM
Subject: Re: Airport Authority Attorney

I think 3rd Monday would work. For me, 2nd and 4th Monday are filled, as is 3rd Tuesday, all Wednesdays, and some Thursdays.

Eric

On Thu, May 16, 2019, 10:44 AM Beth Porter <bporter@cityofwayne.org> wrote:

Eric,

Thanks for getting back to me. The Airport Authority won't be meeting again until June 10th. It was briefly mentioned to possibly move the meetings to the third Monday of the month. Look into that day and let me know your thoughts.

I don't know if the Board will choose to move the meeting date but asked me to check with you regarding your interest/availability.

Thanks,

Beth

>>> Eric Knutson <erknut@gmail.com> 5/16/2019 10:31 AM >>>

Beth,

Thanks. I would have an interest. However, my interest is conditional:

1. Different meeting day of the month.
2. My wife would have to be okay with it, as I'm already away from home in the evenings approximately 8 nights a month for other obligations. (This may be the biggest hurdle.)
3. The Board would have to understand I have next to no experience or knowledge of airport/aviation law. So if questions come up, I may not have immediate answers and may have to charge time to research certain questions or topics.

So I'm not sure this answers your question. Obviously if another attorney is interested in the position, I will defer to him/her.

Thanks.

Eric

On Thu, May 16, 2019, 10:21 AM Beth Porter <bporter@cityofwayne.org> wrote:

Eric,

At the recent Airport Authority Board meeting the Board again discussed the possibility of contracting with an attorney that would be able to serve as Airport Attorney and attend board meetings.

Would you be available and/or interested in serving as Airport Attorney if the meetings were held on a different day that didn't conflict with your current obligations?

Thanks,

Beth Porter
Finance Director
City of Wayne
402-375-1733

>>> Eric Knutson <erknut@gmail.com> 6/22/2018 1:54 PM >>>

Mrs. Porter:

Thank you for the letter from the Airport Authority regarding your vacancy for the Airport Attorney position. At this time, I have to respectfully decline putting my name into the discussion for the reason that I currently serve as the Wayne Community School attorney. The School Board also meets on the second Monday of each month so I would be unable to attend both.

Thank you again for the consideration.

Eric Knutson