

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
AGENDA  
October 14, 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. New Business

- November Meeting- Veterans Day
- Discussion on Flying Club Clubhouse/Becker Ag Spray Office

6. Old Business

- Parallel Taxiway to Runway 17/35 Paving & Lighting
- Terminal Building Caulking Update
- Vault Building Update
- PAPI Light Update

7. Airport Managers comments

8. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY

September 16, 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 Chairman Tom Schmitz. The following members were present: Tom Schmitz, Travis Meyer, Scott Hammer, Mark Putnam and David Ley. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Curtis Christianson Olsson Associates, Jim and Sandy Hoffman, Tom Becker Wayne Airport Manager and FBO, Karma Schulte Becker Flying Service, Scott Morgan, Dom Consoli, Parker Bowles, Abby Schandeman, Dom Consoli, Jim Hoffman, Sandy Hoffman, Ron Logtins, and Dave Zach.

Hammer moved and Meyer 2<sup>nd</sup> to approve the minutes of the August 12, 2019 regular meeting. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Hammer 2<sup>nd</sup> to accept all the claims presented as of September 16, 2019. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Public Hearing for Budget 2019-2020 was opened by the Chairman at 5:35 P.M. Public Hearing for Budget 2019-2020 was closed by the Chairman at 5:40

Hammer moved and Meyer 2<sup>nd</sup> to for approval and adoption of 2019-2020 Budget. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Meyer 2<sup>nd</sup> that we advertise in Wayne Information Guide at the same size ad as last year. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Meyer moved and Putman 2<sup>nd</sup> that we move forward with the purchase of simulator under proposal number P-1905-07679 from Redbird Flight Simulations, Inc. for \$92,779.00. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The 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, Chairman Schmitz adjourned the meeting at 7:30 PM.

David R. Ley, Secretary

WAYNE AIRPORT AUTHORITY  
BANK SUMMARY  
CHECKING ACCOUNT  
SEPTEMBER 30, 2019

PREVIOUS BALANCE 253,916.87

DEPOSITS:

Interest on checking account	90.25
Avgas	7,647.66
County Treasurer	24,702.74
State of NE	93,850.00
Accounts Receivable	1,560.26

127,850.91

TOTAL AVAILABLE 381,767.78

CLAIMS:

Claims Paid September 180,926.67

BOOK BALANCE AS OF SEPTEMBER 30, 2019 200,841.11

Plus Outstanding Checks 8,134.60

Less Outstanding Deposits 0.00

BANK BALANCE AS OF SEPTEMBER 30, 2019 208,975.71

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
October 14, 2019

Ck # 7707	American Broadband- Telephone.....	92.93
Ck # 7708	Appera – Rugs & mops.....	59.00
Ck # 7709	Century Link- DSL.....	88.99
Ck # 7710	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.....	72.26
Ck # 7711	Bomgaars- Gloves, saw, & pruner.....	63.97
Ck # 7712	Chesterman Company- Equipment rental & water.....	31.00
Ck # 7713	City of Wayne AWOS.....16.84 Apron lighting.....13.23 House.....181.55 Terminal/hangar.....485.53 Shop.....70.59 Office & irrigation..... 233.24 Ads/notices.....28.62 Insurance.....2030.54 Treasurer’s Fee.....500.00.....	3,560.14
EFT	Department of Aeronautics – Terminal/Hangar.....1,182.00 AWOS.....383.33.....	1,565.33
Ck # 7714	Gill Hauling- Trash.....	55.00
Ck # 7715	Jim Hoffman – Digital TV.....	49.99
Ck # 7716	Johnny’s Pest Control- Pest control.....	50.00
Ck # 7717	Northeast Power – Electricity PAPI’s.....	9.58
Ck # 7718	Olsson Invoice 339348 PAPI Analysis.....2,941.81 AIP 3-31-0086-0014 Estimate #26.....44,010.41 AIP 3-31-0086-015 Estimate #4.....18,534.28 .....	65,486.50

Ck # 7719	Redbird Flight Simulations	
	Deposit upon executed agreement .....	9,278.00
	Deposit 30 days prior to deliver .....	18,556.00
	.....	27,834.00
Ck # 7720	Richard's Electric- RWY 18/36 Damaged PAPI Replacement.....	42,658.00
Ck # 7721	Sapp Bros- Avgas .....	15,045.70
EFT	Verizon – Cell phone .....	77.26
Ck # 7722	Wisner West- Fuel .....	100.01
	TOTAL .....	\$159,738.66

## Beth Porter - Agenda Item

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**From:** Travis Meyer <tnlmeyer@msn.com>  
**To:** Beth Porter <bporter@cityofwayne.org>  
**Date:** 10/9/2019 2:14 PM  
**Subject:** Agenda Item

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Beth,

Would you please add Flying Club Clubhouse/Becker Ag Spray Office to the agenda so we can talk about that at our next meeting.

Thank you very much,

Travis Meyer



**Contract Summary**

Contract Number: C1909-11-0030-01  
 Contract Issuance Date: 17 September 2019

**PRICE SUMMARY**

<b>FMX/cl Base Price</b> .....	<b>\$ 73,295.00</b>
Optional Equipment .....	\$ 12,084.00
<b>Total Purchase Price</b> .....	<b>\$ 85,379.00</b>
Shipping, Installation* .....	\$ 7,400.00
<i>(* Portions of this line item will be invoiced separately by Redbird Services, Inc. at the time of delivery.)</i>	
<b>Total Sales Price**</b> .....	<b>\$ 92,779.00</b>
<i>(** Prices are subject to change if contract is not executed before 60 days from the contract issuance date seen above.)</i>	

1 (one) Redbird Expansion Pack is included with the purchase of a new Redbird simulator.

**LIMITED WARRANTY SUMMARY**

Motion platform	One (1) year (No hour limit)
All simulator hardware components including shell and interior	One (1) year (No hour limit)
Simulator, Instructor and Administrator software	One (1) year (No hour limit)

Limited Warranty outlined in Exhibit D excludes freight charges, loaner equipment, overtime labor, and normal wear and tear and disposable items such as light bulbs, etc.

Buyer's Initials \_\_\_\_\_



1. "Seller": <i>Redbird Flight Simulations, Inc.</i> 2301 East Saint Elmo Rd, Suite 100 Austin, TX 78744 Phone: (512) 301-0718 FAX: (512) 301-0770	1. "Buyer" Airport Authority of Wayne Nebraska 2304 E HWY 35 Wayne, Nebraska 68787	2. Delivery Address  2304 E HWY 35 Wayne, Nebraska 68787
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3. Seller and Buyer hereby enter into this Simulator Purchase Agreement ("Agreement") for the sale and purchase of one (1), Redbird Simulator referred to hereafter either individually or collectively as the "Simulator". A copy of the Simulator Specification dated August 2008 the ("Specification") applicable to the Simulator is attached hereto as Exhibit "A".

4. Buyer hereby agrees to pay for the Simulator as follows:

<b>FMX/cl Simulator selling price</b>	<b>\$ 73,295.00</b>
Charges for <b>optional equipment</b> selections from buyer for incorporation into the simulator identified in <b>Exhibit C</b> attached hereto	<b>\$ 12,084.00</b>
Airplane Model Expansion Pack: Redbird SR22-G Perspective	
Yoke, type: Left Yoke	
Throttle quadrant, type Single Engine Lever	
Instrument panel controls overlay, type: Redbird SR22-G Perspective	
Airplane model software, type: Redbird SR22-G Perspective	\$ NO CHARGE
<b>Subtotal</b>	<b>\$ 85,379.00</b>
Packaging, Materials and Installation Technicians	\$ 2,500.00
Shipping and Installation Management* (* Shipping and Installation Management will be invoiced separately by Redbird Services, Inc. at the time of delivery.)	4,900.00
<b>Total simulator sales price as equipped</b>	<b>\$ 92,779.00</b>
Less**: Initial deposit due upon execution of this agreement by buyer - Refundable until 45 days before confirmed delivery date.	\$ (9,278.00)
Less**: Additional nonrefundable deposit due 30 days before confirmed delivery date	\$ (18,556.00)
<b>Balance Due at Delivery**</b>	<b>\$ 64,945.00</b>

**\*\* All credit card payments will be charged a 3% processing fee.**

5. The following Exhibits/Addenda are attached and incorporated herein by reference:

- Attachment I - General Terms and Conditions
- Exhibit A - Redbird FMX/cl Simulator Specifications
- Exhibit B - Expansion Pack Specifications
- Exhibit C - Optional Equipment Selections
- Exhibit D - Limited Warranty Information

Simulator estimated delivery date: October 31st 2019\*\*

(\*\* Estimated delivery date is subject to change if contract is not executed before 7 days from the contract issuance. Estimated lead time is 5 weeks.)

ENTIRE AGREEMENT: BUYER AND SELLER AGREE THAT THE SALE AND PURCHASE OF THE SIMULATOR IS GOVERNED SOLELY BY THE TERMS AND CONDITIONS SET FORTH (1) ABOVE, (2) ON ATTACHMENT I, (3) IN THE ADDENDA AND EXHIBITS ATTACHED, AND (4) IN ANY AMENDMENTS. THIS AGREEMENT EMBODIES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER INVOLVED. ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS OR AGREEMENTS, WHETHER WRITTEN OR ORAL, BETWEEN THE PARTIES, ARE SUPERSEDED BY THIS AGREEMENT

THE BUYER HAS READ AND UNDERSTANDS THE COMPLETE AGREEMENT. BUYER HAS BEEN GIVEN A COPY OF THIS AGREEMENT.

Accepted by Seller: Redbird Flight Simulations, Inc.

Accepted by Buyer: Airport Authority of Wayne Nebraska

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Initials \_\_\_\_\_



### ATTACHMENT I - GENERAL TERMS AND CONDITIONS

1. Seller will give Buyer written notification of the "Confirmed Delivery Date", the actual date the Simulator will be ready for delivery. The Simulator's Estimated Delivery Date stated on the first page of this Agreement is a preliminary estimate only.
2. The Simulator will be delivered to Buyer free of all encumbrances, together with a copy of AFS-800's Letter of Approval and the QAG. Risk of loss of the Simulator shall remain with Seller until Buyer accepts delivery of the Simulator and Title to the Simulator shall remain with Seller until Buyer pays Seller in full for the Simulator.
3. Buyer will make all payments in United States Dollars at Seller's address listed on the first page of this Agreement by cashier's check, wire transfer or other certified funds to Redbird Flight Simulations, Inc.
4. Buyer will accept Simulator delivery on or before the seventh (7<sup>th</sup>) day following the Confirmed Delivery Date. Buyer shall allow employees, subcontractors or agents of Seller access to the premises and facilities where the Simulator is to be installed at all reasonable times for installation, inspection and repair. Buyer shall provide access to their employees, subcontractors or agents necessary for completion of the installation and training. Buyer shall provide, at their sole expense, all cabling, network access, electrical and space required for installation of Simulator.
5. Buyer will pay all sales and/or use taxes, excise taxes, tariffs, and any other charges assessed by any governmental or regulatory authority on the value of the transaction or any part thereof covered by this agreement or otherwise required by law to be paid upon the sale of the Simulator and other item(s) or accessories covered by this agreement. If Buyer intends to pay use tax or is exempt from sales or use tax on the items purchased under this agreement and does not want Seller to withhold Texas Sales Tax, Buyer shall deliver to Seller an appropriate affidavit (i.e. sales tax exemption certificate) from its state of origin evidencing exemption from Texas Sales Tax. The Simulator or other items provided by Seller may be subject to U.S. export controls and the trade laws of other countries. Buyer agrees to comply with all export control regulations and to obtain any required licenses or classification to export, re-export or import the Simulator. Buyer agrees not to export or re-export to entities on the current U.S. export exclusion lists or to any embargoed or terrorist countries as specified in the U.S. export laws. Buyer will not use the Simulator or related items for prohibited end uses.
6. If Buyer (i) for any reason, does not accept Simulator delivery on or before the seventh (7<sup>th</sup>) day following the Confirmed Delivery Date, (ii) informs Seller that Buyer will not accept Simulator delivery on or before the seventh (7<sup>th</sup>) day following the Confirmed Delivery Date, or (iii) breaches any term or condition contained in this Agreement, Seller shall have the right to terminate this Agreement and retain all deposits previously paid by Buyer as liquidated damages and not as a penalty. If sections (i) and (ii) above occurs due to Buyer's request for a delay of delivery, and if Seller does not Terminate the Agreement, then any portion of the total sales price not paid on or before the seventh (7<sup>th</sup>) day following the Confirmed Delivery Date shall be subject to late charges computed from the seventh (7<sup>th</sup>) day following the Confirmed Delivery Date until paid in full at the rate of 1.5% compounded monthly, or the highest rate allowed by law whichever is lower, and Buyer shall be responsible for any storage charges that Seller incurs after the seventh (7<sup>th</sup>) day following the Confirmed Delivery Date until the date that the Simulator is shipped.
7. If Seller fails to deliver written notification of the Confirmed Delivery Date within thirty (30) days after the Estimated Delivery Date, Buyer shall have the right to terminate this Agreement effective upon the date of receipt by Seller of Buyer's written notice of termination ("Termination Date"). On or before the thirtieth (30<sup>th</sup>) day following the Termination Date, Seller shall return all deposit(s) previously paid by Buyer, less the value of any entitlement training previously taken (if any) as provided for herein. The foregoing return of deposit(s) shall be Buyer's exclusive remedy for Seller's failure to perform hereunder.
8. Until the Confirmed Delivery Date, Seller shall have the right, without the prior consent of Buyer, to make changes in the Simulator, including, without limitation, to substitute equivalent equipment, accessories or material; provided that such change shall not adversely affect the price or performance of the Simulator or materially affect its design.
9. Buyer acknowledges that any software listed on Exhibit A or incorporated as a component of the simulator ("Software") is furnished by Seller under a personal, nonexclusive, nontransferable, non-assignable, revocable license solely for Buyer's own internal use in the Simulator configuration specified in the applicable specifications on which the Software is first installed and may not be copied, in whole or in part. All non-Third-Party Software is proprietary to Seller and title, patents, copyrights, trade secrets and other proprietary rights in or related to the Software will remain the exclusive property of Seller. Third-Party Software designated in Exhibit A as subject to a Third-Party license agreement is subject to the terms and conditions of the license agreement accompanying the Software. Buyer will not copy, use, disclose or transfer the Software except as

Buyer's Initials \_\_\_\_\_



- provided in the applicable license agreement. Buyer agrees to comply with the terms and conditions that are provided with any Third-Party software and, in the event of a conflict, such Third-Party terms and conditions will take precedence over this Article 9 as to such Third-Party Software. Seller will pass through to Customer any warranties available from its Third-Party Software suppliers, to the extent that Buyer is permitted to do so under its contracts with those suppliers. Seller may terminate all Software licenses granted under this Agreement and require return of the Software if Buyer shall at any time fail to comply with the license terms and conditions of this section.
10. Buyer acknowledges that the configuration of the cockpit, computer, motion platform and controls (collectively the "Equipment") and the Software in the Simulator and the manner in which the Equipment and Software operate to effect the motion simulation in the Simulator are the proprietary information of Seller. Buyer agrees that it will not (i) use such proprietary information of Seller in any manner except as necessary to use the Simulator, (ii) reverse engineer the Software or the Equipment, or (iii) duplicate or copy the Software, the Equipment or the Simulator. Nothing contained in this Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.
  11. Buyer shall use and maintain the simulator in a careful manner and in compliance with applicable operating and maintenance instructions and all applicable laws and regulations, and for no purpose other than that for which the simulator was designed.
  12. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS AND CLAIMS AGAINST BUYER BY ANY THIRD PERSON, ARISING OUT OF OR RELATED TO SELLER'S PERFORMANCE UNDER THIS AGREEMENT WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY. EXCEPT FOR BREACH OF ARTICLE 10 OR ARTICLE 20, EITHER PARTIES ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY BUYER FOR THE AFFECTED SIMULATOR AND RELATED ITEMS AT THE RELEVANT LOCATION IN WHICH THE DAMAGE OCCURRED. THIS SHALL NOT LIMIT BUYER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.
  13. SELLER WARRANTS THAT SIMULATOR, INCLUDING ALL EQUIPMENT AND SOFTWARE, IS FREE FROM ANY DEFECTS OF DESIGN, MATERIAL AND WORKMANSHIP AND CONFORM TO ITS SPECIFICATIONS. LIABILITY UNDER THIS WARRANTY IS LIMITED TO, AT SELLER'S OPTION, REPAIRING, REPLACING OR GIVING CREDIT FOR THE PURCHASE PRICE OF PORTION OR PART WHICH PROVES TO BE DEFECTIVE, PROVIDED THAT BUYER HAS GIVEN REASONABLY PROMPT NOTICE OF THE DEFECT AND AN OPPORTUNITY OF INSPECTION FOR THE DEFECTIVE PRODUCT. SELLER SHALL NOT BE LIABLE FOR (I) DAMAGE TO ANY OTHER PROPERTY CAUSED BY THE PRODUCT WHETHER DUE TO NORMAL OPERATION OR TO A DEFECT IN THE PRODUCT, (II) DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, (III) ANY OTHER DAMAGES THAT MAY BE DEEMED INDIRECT, PUNITIVE, INCIDENTAL, COINCIDENTAL OR SPECIAL OR (IV) ANY CLAIM AGAINST THE BUYER BY ANY OTHER PARTY. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTIONS ON THE FACE HEREOF.**
  14. Buyer shall and does agree to defend, indemnify, and hold Seller, it's officers, directors and employees harmless from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of or pertaining to this Agreement or Buyer's possession, licensing, operation, control, use or maintenance of the Simulator, including without limitation, the use of the Simulator by Buyer's employees, agents, customers or any other party. Seller, at its option and at its sole expense, may participate in any such action with counsel of its own choice. Buyer agrees that it shall not settle or compromise any claim, action, or proceeding without first obtaining Seller's prior written consent. The provisions of this section shall survive any termination of this Agreement.
  15. All notices shall be in writing, addressed to the receiving party at its address shown on the front of this Agreement (unless a party gives the other party written notification of a change of such address) and shall be sent by either certified mail, or by facsimile with a copy sent by first class mail or by courier delivery.
  16. Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil, or military authority, act of God, act or omission of carriers, or other similar causes beyond its control, however, this provision shall not apply to Buyer's

Buyer's Initials \_\_\_\_\_



- payment obligations hereunder. If any such event of force majeure occurs and such event continues for ninety (90) days or more, the party delayed or unable to perform shall give immediate notice to the other party, and the party affected by the other's delay or inability to perform may elect at its sole discretion to : (i) terminate this Agreement upon mutual agreement of the parties; (ii) suspend such order for the duration of the condition and obtain or sell elsewhere Simulator comparable to the Simulator to have been obtained under this Agreement; or (iii) resume performance of such order once the condition ceases with the option of the affected party to extend the period of this Agreement up to the length of time the condition endured. Unless written notice is given to the delayed party within thirty (30) days after the non-delayed party is notified of the condition, option (iii) shall be deemed selected.
17. Amendments to this Agreement may be made only in writing signed by Buyer and Seller.
18. This Agreement is not assignable or transferable by either party without the prior written consent of the other party provided that either party may assign this Agreement and its obligations hereunder to any successor to its business by merger or consolidation or acquisition of substantially all of the assets of the affected parties business. Notwithstanding the foregoing, Seller may assign or subcontract any of its obligations or rights hereunder for purposes of manufacturing, installation, maintenance, training or other customer support services.
19. This Agreement shall be governed by the laws of the State of Texas, Travis County. In the event of any dispute, controversy or claim between the parties arises out of the interpretation of, or performance under this Agreement, the parties agree to refrain from initiating any legal or other proceedings until all of the procedures set forth in this Article 19 have been exhausted.
- a. The parties shall first attempt to resolve amicably and informally any dispute, controversy, or claim arising out of or relating to this Agreement, including without limitation the interpretation, performance, breach, termination or invalidity of this Agreement (the "Dispute"). A party shall initiate informal negotiations to resolve the Dispute by giving the other party notice ("Request for Dispute Resolution") of such intent. The Request for Dispute Resolution shall (i) describe the Dispute and (ii) propose the procedure for its amicable resolution. Within thirty (30) days of the date of such Request for Dispute Resolution, the parties shall attempt to resolve the Dispute amicably, and no party shall resort to any other means of dispute resolution for at least thirty (30) days after such Request for Dispute Resolution has been delivered.
- b. If any Dispute is not resolved pursuant to Paragraph 19.a of this Agreement, each party shall designate one or more executives (the "Executives") to act on behalf of such party to negotiate to solve the matter. At the earliest practical time, and in any event, no later than thirty (30) days after the conclusion of the process set forth in Paragraph 18.a of this Agreement, the Executives of both parties shall meet in a mutually agreeable location to discuss the Dispute, and any resolution shall be set forth in writing and signed by both parties. Such resolution shall be final and binding on the parties.
20. This Agreement including the Exhibits and Addenda attached hereto are confidential between the Seller and Buyer. The terms and conditions set forth herein may not be disclosed in any fashion, either in whole or in part, to any third party (excluding governmental authorities and the disclosing party's legal counsel, financial institution, accountants and other relevant personnel with a need to know) unless the party desiring to make such disclosure first obtains the express written approval of the other party. Buyer shall keep in confidence all information regarding Simulator including, but not limited to, Equipment and Software furnished by Seller, and shall not at any time divulge to any person, firm or corporation other than to its own employees or agents who may require such information in order to perform Buyer's obligations under this Agreement, any such information without prior written approval of Seller. This Article 20 imposes no obligation upon Seller with respect to confidential information which (i) can be shown by documentation to have been known to the Seller before receipt from the Buyer, (ii) is or becomes publicly available through no fault of the Buyer (iii) is rightfully received by the Buyer from a Third-Party without a duty of confidentiality or (iv) is disclosed by the Buyer to a Third-Party without a duty of confidentiality on the Third-Party.



## EXHIBIT A – REDBIRD FMX/CL STANDARD SPECIFICATIONS

### EXTERIOR

- Aluminum cockpit enclosure - Painted and decaled

### INTERIOR

#### **Controls and Input Devices**

- Redbird premium yoke with 2-axis control loading
- Rudder pedals with differential brakes
- Magnetos and starter switch
- Master battery and alternator switch
- Two (2) Fuel pump switch
- Landing lights switch
- Taxi lights switch
- Navigation lights switch
- Beacon switch
- Strobe Lights switch
- Pitot Heater switch
- Avionics master switch
- Landing gear switch and indicator LED's
- Elevator trim wheel
- Wing flaps switch
- Alternate static air switch
- Parking brake switch
- Fuel selector valve
- Pause flight button
- Analyze flight button
- End flight button
- Pilot side headphone and microphone jacks
- Copilot side headphone and microphone jacks
- Headset volume controls
- Instructors console connection port – Type RJ45
- Pilot Key port – Type USB
- Motion platform emergency stop button
- Volume knob

#### **Visual and Audio Systems**

- Six (6) 22" widescreen displays oriented in an arc around the pilot and copilot, providing the external display
- Two (2) 19" widescreen displays providing cockpit instrument panel display.
- Audio system providing engine and environment sound.

#### **Cockpit**

- Pilot seat with seatbelt – adjustable
- Copilot seat with seatbelt - adjustable
- Instrument panel accent lighting under eyebrow
- 110v 20amp power outlet

#### **HARDWARE AND SOFTWARE SYSTEMS**

- Redbird Simulation computer
- Redbird Simulation software
- Redbird Instructor's console software
- Redbird Administration software
- Redbird Motion platform control software
- Microsoft® Windows 10 Operating System
- Lockheed Martin Prepar3D Simulation Engine

#### **MOTION PLATFORM**

- Motion platform capable of simulating roll, pitch and yaw motions

Buyer's Initials \_\_\_\_\_



## EXHIBIT B – EXPANSION PACK SPECIFICATIONS

### C172-S 430/530

#### CONTROLS

##### **Yoke Controller (if needed)**

- Yoke – Center style yoke controller

##### **Power Quadrant Controller (if needed)**

- Single engine vernier style power quadrant
- Vernier style throttle control knob with throttle friction lock
- Vernier style mixture control knob with fine tuning twist motion

##### **Instrument Panel Controller**

- Acrylic overlay sheet with the following embedded instrument controls.
  - Chronometer - Select and control buttons
  - Airspeed indicator - TAS correction knob
  - Attitude Indicator – calibration knob
  - Altimeter – pressure selection knob
  - Directional Gyro – Slew correction knob and heading bug knob
  - Nav1 VOR indicator – OBS knob
  - Nav2 VOR indicator – OBS knob
  - ADF indicator – heading knob
  - Audio panel – Buttons for Com1, Com2, Nav1, Nav2, MKR, ADF, DME, ICS (inoperable), AUX (inoperable), SPR (inoperable) selection
  - GPS Instruments 430/530 – Buttons for Com frequency swap, Nav frequency swap, CDI, OBS, MSG, FPL, VNAV, PROC, Range in and out, Direct To, Menu, CLR, ENT and knobs for Com/Nav frequency selection and general navigation and selection
  - ADF – Buttons for ADF, BFO (Inoperable), Frequency swap, FLT/ET, SET/RESET and a knob for frequency selection
  - Transponder – buttons for Ident, numbers 1-7 for frequency selection, VFR, and CLR

- Autopilot – buttons for Autopilot engage/disengage, ARM, BARO, HDG, NAV, APR, REV, ALT, up and down for vertical speed selection, and a knob for altitude selection.

#### SOFTWARE

##### **Simulated Instruments**

- Chronometer
- Airspeed indicator
- Attitude indicator
- Altimeter
- Turn coordinator
- Directional gyro
- Vertical speed indicator
- Tachometer
- Fuel quantity indicator
- EGT / fuel flow indicator
- Oil temperature / Oil pressure indicator
- Ammeter / Vacuum gauge
- Nav1 VOR indicator
- Nav2 VOR Indicator
- ADF indicator
- Annunciator panel
- Magnetic compass
- Audio panel
- Two (2) GPS units – 430/530
- ADF
- DME
- Transponder
- Autopilot

##### **Fight Model**

- High wing, single- engine, land aircraft

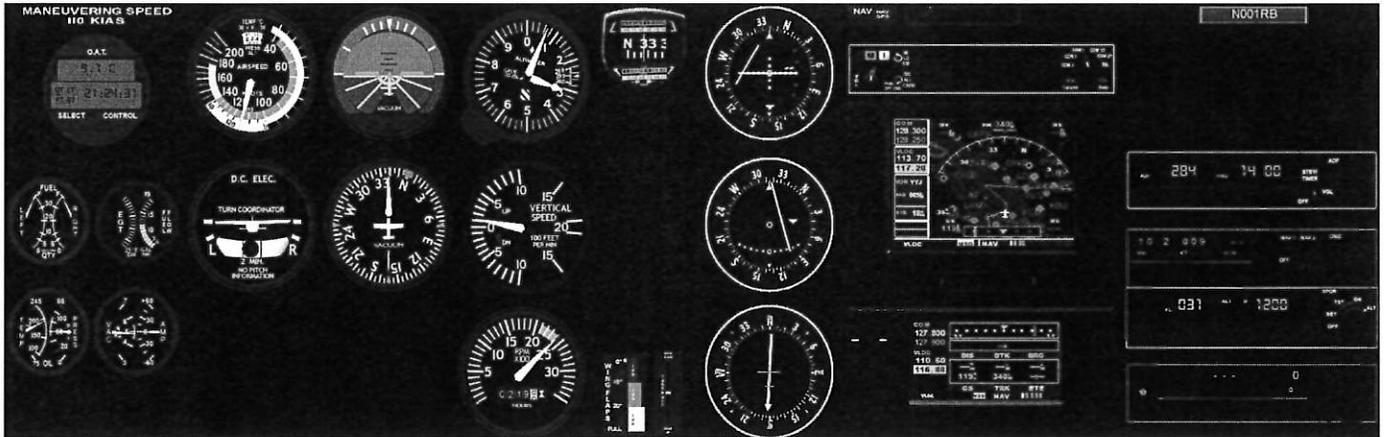
##### **Flight Scenarios**

- Library of standard training scenarios

Buyer's Initials \_\_\_\_\_



The image seen below is representative of the C172-S instrument panel. Until the Confirmed Ship Date, Seller shall have the right, without the prior consent of Buyer, to make changes in the panel layout and artwork; provided that such change shall not adversely affect the price or performance of the Simulator or materially affect its design.



Buyer's Initials \_\_\_\_\_



**EXHIBIT B – EXPANSION PACK SPECIFICATIONS**

**A36-G GFC700**

**CONTROLS**

**Yoke Controller (if needed)**

- Yoke – Center style yoke controller

**Power Quadrant Controller (if needed)**

- Single engine lever style power quadrant
- Lever style throttle control knob with throttle friction lock
- Lever style mixture control knob with fine tuning twist motion

**Instrument Panel Controller**

- Acrylic overlay sheet with the following embedded instrument controls.
  - Redbird 1000 PFD - Buttons for Com frequency swap, Nav frequency swap, twelve (12) soft keys, Direct To, Menu, FPL, PROC, CLR, ENT, up, down, left and right and knobs for Nav frequency selection, Com frequency selection, HDG, ALT, FMS, Range, Course and Barometer
  - Redbird 1000 MFD - Buttons for Com frequency swap, Nav frequency swap, twelve (12) soft keys, Direct To, Menu, FPL, PROC, CLR, ENT, up, down, left and right and knobs for Nav frequency selection, Com frequency selection, HDG, ALT, FMS, Range, Course and Barometer
  - Redbird 1000 Audio Panel - Buttons for Com1 MIC, Com1, Com2 MIC, Com2, Com3 MIC (inoperable), Com3 (inoperable), Com1/2 (inoperable), Com3 (inoperable), TEL (inoperable), PA (inoperable), SPKR (inoperable), MKR MUTE (inoperable), HI SENS (inoperable), Nav1, Nav2, ADF, DME, AUX (inoperable), MAIN SQ (inoperable), PLAY (inoperable), ICS Isolation Pilot (inoperable), ICS

Isolation Copilot (inoperable),  
Display Backup

- Autopilot – buttons for Autopilot engage/disengage, HDG, NAV, APR, VS, FLC, FD, ALT, VNV, BC NOSE UP and NOSE DWN

**SOFTWARE**

**Simulated Instruments**

- Airspeed indicator
- Attitude indicator
- Altimeter
- Magnetic compass
- Audio panel
- Redbird 1000 PFD and MFD

**Fight Model**

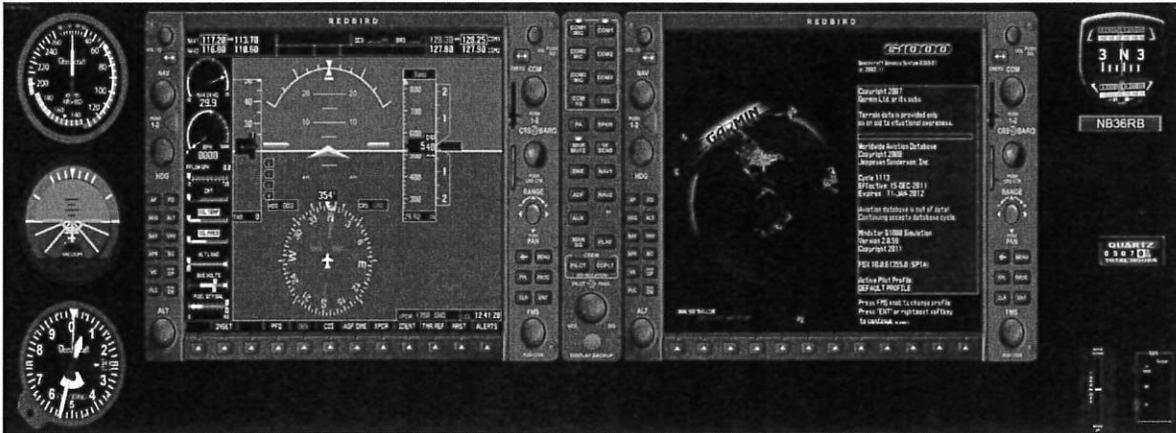
- Low wing, single- engine land aircraft

**Flight Scenarios**

- Library of standard training scenarios

Buyer's Initials \_\_\_\_\_

The image seen below is representative of the A36-G GFC700 instrument panel. Until the Confirmed Ship Date, Seller shall have the right, without the prior consent of Buyer, to make changes in the panel layout and artwork; provided that such change shall not adversely affect the price or performance of the Simulator or materially affect its design.





**EXHIBIT C – OPTIONAL EQUIPMENT SELECTIONS**

<b>OPTION</b>	<b>PRICE</b>	<b>QTY</b>	<b>\$</b>	<b>ITEM TOTAL</b>
Airplane Model Expansion Pack: Redbird A36-G Throttle quadrant, type: Single Engine Complex Lever Instrument panel controls overlay, type: Redbird A36-G Airplane model software, type: Redbird A36-G	\$ 5,995.00	1	\$	5,995.00
RealNav Professional - Annual Subscription - 4 Cycles	\$ 495.00	1	\$	495.00
Corvus	\$ 599.00	1	\$	599.00
Horizon Pro - Monitor Expansion Kit for AATD	\$ 4,995.00	1	\$	4,995.00
<b>Optional Equipment Total:</b>				<b>\$ 12,084.00</b>



**EXHIBIT D – LIMITED WARRANTY INFORMATION**

REDBIRD FLIGHT SIMULATIONS, INC. (REDBIRD) WARRANTS THAT ITS PRODUCTS ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP DURING THE LIMITED WARRANTY PERIOD. IF A PRODUCT PROVES TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP DURING THE LIMITED WARRANTY PERIOD, REDBIRD WILL, AT ITS SOLE DISCRETION, REPAIR OR REPLACE THE PRODUCT WITH A SIMILAR PRODUCT. THE REPLACEMENT UNIT WILL BE COVERED BY THE BALANCE OF THE TIME REMAINING ON THE CUSTOMER'S ORIGINAL LIMITED WARRANTY.

LIMITED WARRANTY DURATION:

1. REDBIRD SIMULATORS, INCLUDING REDBIRD FMX AND REDBIRD SD, ARE WARRANTED FOR DEFECTS IN MATERIALS AND WORKMANSHIP IN ALL HARDWARE COMPONENTS INCLUDING BUT NOT LIMITED TO THE EXTERIOR SHELL, ALL INTERIOR COMPONENTS, COMPUTER HARDWARE, AND MOTION PLATFORM COMPONENTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SHIPMENT FOR PARTS AND LABOR.
2. REDBIRD EXPANSION PACKS ARE WARRANTED FOR DEFECTS IN MATERIALS AND WORKMANSHIP IN ALL HARDWARE COMPONENTS, INCLUDING YOKE CONTROLLER, POWER QUADRANT CONTROLLER, AND INSTRUMENT PANEL CONTROLLER FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF PURCHASE FOR PARTS AND LABOR.
3. REDBIRD SOFTWARE, INCLUDING REDBIRD SIMULATOR SOFTWARE, REDBIRD INSTRUCTOR SOFTWARE, REDBIRD ADMINISTRATOR SOFTWARE AND ANY THIRD PARTY SOFTWARE INCLUDED WITH THE SIMULATOR COMPUTER AT THE TIME OF DELIVERY FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SHIPMENT.

LIMITED WARRANTY LIMITATIONS:

1. THIS LIMITED WARRANTY DOES NOT COVER ANY PRODUCT ON WHICH THE SERIAL NUMBER HAS BEEN DEFACED, MODIFIED OR REMOVED.
2. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR DATA LOSS OCCURRING DURING REPAIR OR REPLACEMENT
3. THIS LIMITED WARRANTY DOES NOT COVER COSMETIC DAMAGES SUCH AS CARPET, UPHOLSTERY, PAINT OR ANY OTHER DAMAGES THAT DO NOT DIRECTLY IMPACT THE USE OF THE PRODUCT IN ITS INTENDED ROLE AS A FLIGHT TRAINING DEVICE.
4. THIS LIMITED WARRANTY DOES NOT COVER DISPOSABLE OR EXPENDABLE ITEMS SUCH AS LIGHT BULBS, ETC.
5. THIS LIMITED WARRANTY DOES NOT COVER DAMAGE, DETERIORATION OR MALFUNCTION RESULTING FROM:
  - A. ACCIDENT, MISUSE, NEGLIGENCE, ABUSE, ACTS OF NATURE, UNAUTHORIZED PRODUCT MODIFICATION, OR FAILURE TO FOLLOW INSTRUCTIONS SUPPLIED WITH THE PRODUCT.
  - B. REPAIR OR ATTEMPTED REPAIR BY ANYONE NOT AUTHORIZED BY REDBIRD FLIGHT SIMULATIONS, INC.
  - C. CUSTOMER MOVING THE PRODUCT FROM OR TRANSFERRING THE PRODUCT TO A SITE OR AREA OTHER THAN THE INITIAL INSTALLATION SITE OR AREA.
  - D. DISMANTLING OR MODIFICATION BY ANY PERSON(S) NOT EXPRESSLY AUTHORIZED BY REDBIRD FLIGHT SIMULATIONS INC.
  - E. ELECTRIC POWER FLUCTUATIONS OR FAILURE OR OTHER EVENTS NOT DIRECTLY RELATED TO THE PRODUCT.
  - F. NORMAL WEAR AND TEAR.
  - G. ANY OTHER CAUSE WHICH DOES NOT RELATE TO A PRODUCT DEFECT.

Buyer's Initials \_\_\_\_\_



**DISCLAIMER OF OBLIGATION AS TO CONFORMITY OF THE GOODS. The parties agree that the Seller undertakes no obligation with respect to the conformity of the goods to the contract except as otherwise provided in this contract document. In particular, THE PARTIES AGREE TO EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

LIMITED WARRANTY SERVICE:

1. THE CUSTOMER IS ENTITLED TO THE FOLLOWING SERVICES FOR THE DURATION OF THE LIMITED WARRANTY. SERVICES COVER ONLY THOSE ITEMS WHICH ARE STILL UNDER LIMITED WARRANTY AT THE TIME THE SERVICE IS REQUESTED, AND ONLY TO THE LIMITATIONS OF THAT LIMITED WARRANTY.
  - A. SOFTWARE AND DATABASE UPDATES AS NEEDED AND AUTHORIZED BY REDBIRD FLIGHT SIMULATIONS INC.
  - B. PARTS REPLACEMENT AS NEEDED AND AUTHORIZED BY REDBIRD FLIGHT SIMULATIONS, INC. CUSTOMERS MAY REQUEST ONSITE SUPPORT AT CUSTOMERS SOLE EXPENSE ON A TIME, MATERIALS AND EXPENSE BASIS
  - C. MALFUNCTIONING PARTS REPAIRED OR REPLACED AT NO CHARGE TO THE CUSTOMER
  - D. LIVE, LEVEL 1 PHONE SUPPORT
  - E. LIVE, LEVEL 2 PHONE SUPPORT
  - F. REMOTE DIAGNOSIS AND SUPPORT.
  - G. E-MAIL / WEB SUPPORT
  
2. TO OBTAIN LIMITED WARRANTY SERVICE, PLEASE CALL REDBIRD'S CUSTOMER SUPPORT DEPARTMENT AND A CUSTOMER SERVICE REPRESENTATIVE WILL ASSIST YOU IN OBTAINING THE SERVICE YOU REQUIRE.
  
3. REDBIRD INSTALLERS SHALL PROVIDE A MAINTENANCE OVERVIEW AT THE TIME OF INSTALLATION. THIS WILL INCLUDE AN OVERVIEW OF SIMULATOR SYSTEMS AND COMMON MAINTENANCE ITEMS.

Buyer's Initials \_\_\_\_\_

Redbird Flight Simulations  
 2301 E. St. Elmo Rd.  
 Building 1, Suite 100  
 Austin, TX 78744



# Invoice

Date	Invoice #
9/20/2019	10259

<b>Bill To</b>
Airport Authority of Wayne Nebraska 2304 E Highway 35 Wayne, Nebraska 68787

<b>Ship To</b>
Wayne Municipal Airport Wayne, Nebraska 68787

Contract #	Due Date	Ship	Via
Quote 7596	9/20/2019	11/4/2019	RBS

Qty	Item Code	Description	Price Each	Amount
1	Initial Deposit	Initial Deposit Due Upon Execution of Agreement  \$9,278 Due 9/20/19 \$18,556 Due 10/4/19 \$64,945 Due Upon Installation	9,278.00	9,278.00

Phone #	Fax #	E-mail
512-301-0718	512-301-0770	jmorris@redbirdflight.com

Wiring Instructions: Account #: 723406245 Routing #: 111000614	Bank: JP Morgan Chase 2711 W. Anderson Austin, TX 78757
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<b>Total</b>	<b>\$9,278.00</b>
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$9,278.00</b>

Redbird Flight Simulations  
 2301 E. St. Elmo Rd.  
 Building 1, Suite 100  
 Austin, TX 78744



# Invoice

Date	Invoice #
10/4/2019	10260

Bill To
Airport Authority of Wayne Nebraska 2304 E Highway 35 Wayne, Nebraska 68787

Ship To
Wayne Municipal Airport Wayne, Nebraska 68787

Contract #	Due Date	Ship	Via
Quote 7596	10/4/2019	11/4/2019	RBS

Qty	Item Code	Description	Price Each	Amount
1	Second Deposit	Due 30 Days Prior to Confirmed Delivery	18,556.00	18,556.00
		\$9,278 Due 9/20/19		
		\$18,556 Due 10/4/19		
		\$64,945 Due Upon Installation		

Phone #	Fax #	E-mail
512-301-0718	512-301-0770	jmorris@redbirdflight.com

Wiring Instructions:	Bank:
Account #: 723406245	JP Morgan Chase
Routing #: 111000614	2711 W. Anderson
	Austin, TX 78757

<b>Total</b>	<b>\$18,556.00</b>
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$18,556.00</b>

Redbird Flight Simulations  
 2301 E. St. Elmo Rd.  
 Building 1, Suite 100  
 Austin, TX 78744



# Invoice

Date	Invoice #
11/4/2019	10261

Bill To
Airport Authority of Wayne Nebraska 2304 E Highway 35 Wayne, Nebraska 68787

Ship To
Wayne Municipal Airport Wayne, Nebraska 68787

Contract #	Due Date	Ship	Via
Quote 7596	11/4/2019	11/4/2019	RBS

Qty	Item Code	Description	Price Each	Amount
1	FMX/CL	Full Motion (CL) \$73,295 Less Initial Deposits	45,461.00	45,461.00
1	A36-G	A36-G Acrylic Panel	4,995.00	4,995.00
1	SLC Throttle (...)	Single Engine Complex Lever (T-P-M) Throttle	1,000.00	1,000.00
1	RealNav 4	RealNav 4 Subscription - Quarterly Updates	495.00	495.00
1	Corvus	Connect ForeFlight to any RBF Sim	599.00	599.00
1	Horizon - AATD	Horizon Monitor Expansion Kit for AATD	4,995.00	4,995.00
1	PackMaterials...	Packaging/Materials/Installation Technicians	2,500.00	2,500.00
1	Ship/Install	Shipping and Installation - Redbird Services	4,900.00	4,900.00
		\$9,278 Due 9/20/19		
		\$18,556 Due 10/4/19		
		\$64,945 Due Upon Installation		

Phone #	Fax #	E-mail	Total	\$64,945.00
512-301-0718	512-301-0770	jmorris@redbirdflight.com		

Wiring Instructions:	Bank:
Account #: 723406245	JP Morgan Chase
Routing #: 111000614	2711 W. Anderson
	Austin, TX 78757

Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$64,945.00</b>



REDBIRD FLIGHT SIMULATIONS, INC.

# Sales Order

Redbird Flight Simulations  
 2301 E St. Elmo Road  
 Building 1, Suite 100  
 Austin, TX 78744

Date	S.O. No.
9/17/2019	Quote 7596

Name / Address
Airport Authority of Wayne Nebraska 2304 E Highway 35 Wayne, Nebraska 68787

Ship To
Wayne Municipal Airport Wayne, Nebraska 68787

Item	Description	Ordered	Rate	Amount
Initial Deposit	Initial Deposit Due Upon Execution of Agreement	1	9,278.00	9,278.00
Second Deposit	Due 30 Days Prior to Confirmed Delivery	1	18,556.00	18,556.00
FMX/CL	Full Motion (CL) \$73,295 Less Initial Deposits	1	45,461.00	45,461.00
C172-S 430/530	C172-S 430/530 Acrylic Panel	1	0.00	0.00
SV Throttle (T-M)	Single Engine Vernier (T-M) Throttle	1	0.00	0.00
A36-G	A36-G Acrylic Panel	1	4,995.00	4,995.00
SLC Throttle (T-...	Single Engine Complex Lever (T-P-M) Throttle	1	1,000.00	1,000.00
RealNav 4	RealNav 4 Subscription - Quarterly Updates	1	495.00	495.00
Corvus	Connect ForeFlight to any RBF Sim	1	599.00	599.00
Horizon - AATD	Horizon Monitor Expansion Kit for AATD	1	4,995.00	4,995.00
PackMaterials/I...	Packaging/Materials/Installation Technicians	1	2,500.00	2,500.00
Ship/Install	Shipping and Installation - Redbird Services	1	4,900.00	4,900.00
	\$9,278 Due 9/20/19			
	\$18,556 Due 10/4/19			
	\$64,945 Due Upon Installation			
Phone #	Fax #	<b>Total</b>		<b>\$92,779.00</b>
512-301-0718	512-301-0770			

**Beth Porter - Re: Quote**

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**From:** Suzanne and Traci B <b.b.painting15@gmail.com>  
**To:** Beth Porter <bporter@cityofwayne.org>  
**Date:** 9/26/2019 10:28 AM  
**Subject:** Re: Quote

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We had a few minutes between jobs this morning so we stopped out to the airport. We believe the caulking repairs are beyond what we can do, so we will have to pass on that. We'd be happy to bid the painting portion if you would still like us to do that. We should mention if you have a tight timeline, that we won't be able to get it in this year though. Again, thanks for contacting us.

Sent from my iPhone

On Sep 26, 2019, at 9:20 AM, Beth Porter <bporter@cityofwayne.org> wrote:

Thanks for getting back to me.

This is the message I received from the Board Chairman

"We were talking about caulking the siding. There is one siding board that has been replaced and not painted. I would think that if we are going to paint it we would need to paint the rest to at least have everything match. ??"

If you would be able to paint just the unfinished board and have it match that would be great. Take a look and let me know your suggestion and I can relay that to the Board. Their next meeting is October 14th.

Thanks!

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

>>> Suzanne and Traci B <b.b.painting15@gmail.com> 9/26/2019 9:09 AM >>>

Hi Beth, thank you for the inquiry. Are you talking about the entire building or just the unfinished area?

Sent from my iPhone

On Sep 25, 2019, at 3:23 PM, Beth Porter <bporter@cityofwayne.org> wrote:

At the most recent Airport Authority Meeting the Board requested that I contact you for a quote. The Board would like a quote for caulking the siding on the airport terminal building. The Board

Chairman told me that a siding board has been replaced and not painted so he requested one quote for just the caulking of the siding and a separate quote for both the caulking and painting of the terminal building.

Please let me know if you would be able to provide a quote for these services.

Thanks,

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