

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AGENDA
April 13, 2020
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 as well as on the City of Wayne website at cityofwayne.org/8/Government.

Citizens have the right under the Open Meetings Act to attend all meetings of public bodies. Pursuant to the Governor's Executive Order No. 20-03, this meeting will be held by video/telephone conference. Members of the public may attend this meeting electronically.

Please join this meeting from your computer, tablet, or smartphone by going to the City of Wayne website at cityofwayne.org

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. Approval of Minutes

3. Approval of Claims

4. New Business

- Discussion/Possible Action Aerial Applicator Agreement
- Approve Record of Negotiations
- Approve Amendment 1 to the Engineering Agreement pending FAA/NDOT approval
- Hangar Tenant Concern
 - i. Gravel/dirt on taxiways, aprons, parking areas

5. Old Business

- Parallel Taxiway to Runway 18/36 Paving & Lighting Update
- Discussion/Possible Action Maintenance Shed
- QT Pod Fuel System Update
- FEMA Update
- Flight Simulator/Club Update

6. Airport Manager Comments

7. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY

The special meeting (retreat) was called to order at the Nancy Braden Terminal Building on March 2, 2020 at 5:30 with the following present. Travis Meyer, Scott Hammer, Mark Putnam, Tom Schmitz, Beth Porter, Jim Hoffman, Sandy Hoffman and Dave Zach.

Retreat topics

Airport Mission/Vision.

Discussion followed with comments pertaining to how the airport facilities are welcoming, benefitting the community and users, aviation hub. Benefits to Wayne State College, economic impact to the community. Gaining aviation interest to the young people with the formation of a flying club. Using low AV gas pricing as a loss leader,

Improve on mission – community awareness of the impact of marketing/offerings of jet fuel, CFI, viewing areas and growing of general aviation including drones, RC planes and events. Mark Putnam handed out a Mission/Vision sheet.

Maintenance building.

Needs – free up hangar space (3 hangars, 3380sft), equipment not outside creating an eyesore to the facility. Having all the equipment in one area, working area and need for welding capabilities.

Hangars

Discussion on managing a hangar waiting list, deposit, lease. How other airports handle their leases. Helicopter tiedowns and/or inside accommodations. Hangar biennial inspections for insurance, registrations, within 3 years of annual and building plane progress.

Meeting adjourned 7:00

Thomas R Schmitz
Vice Chairman

WAYNE MUNICIPAL AIRPORT AUTHORITY

March 9, 2020

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 Travis Meyer. 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, Jim Hoffman Becker Flying Service, and Sandy Hoffman.

Schmitz moved and Putnam 2nd to approve the minutes of the February 10, 2020 regular meeting. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Schmitz 2nd to accept all the claims presented as of March 9, 2020. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Hammer moved and Putnam 2nd to award the Airport Aerial Applicator Agreement for 2020 at the April meeting. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Hammer moved and Meyer 2nd we approve FAA Project Application 3-31-0086-016 the final notice that the authority will proceed with parallel taxiway extension to runway 18. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer, 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 Meyer adjourned the meeting at 6:32 PM.

David R. Ley, Secretary

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
MARCH 31, 2020

PREVIOUS BALANCE 72,269.69

DEPOSITS:

Interest on checking account	10.34
Avgas	2,768.32
County Treasurer	4,260.57
FEMA	58,142.39
Accounts Receivable	62.40
Farm rent	19,506.37

84,750.39

TOTAL AVAILABLE 157,020.08

CLAIMS:

Claims Paid March 46,361.26

BOOK BALANCE AS OF MARCH 31, 2020 110,658.82

Plus Outstanding Checks 583.73

Less Outstanding Deposits 0.00

BANK BALANCE AS OF MARCH 31, 2020 111,242.55

Airport Money Market Account

Date	Transaction	Average Rate	Transaction Amount	Balance
3/18/2019	Opening Balance		\$ 1,000,000.00	\$ 1,000,000.00
3/29/2019	Interest earned	1.83	\$ 702.15	\$ 1,000,702.15
4/30/2019	Interest earned	1.83	\$ 1,506.26	\$ 1,002,208.41
5/31/2019	Interest earned	1.83	\$ 1,558.85	\$ 1,003,767.26
6/28/2019	Interest earned	1.83	\$ 1,510.87	\$ 1,005,278.13
7/31/2019	Interest earned	1.83	\$ 1,563.63	\$ 1,006,841.76
8/31/2019	Interest earned	1.73354	\$ 1,483.46	\$ 1,008,325.22
9/30/2019	Interest earned	1.68666	\$ 1,398.78	\$ 1,009,724.00
10/31/2019	Interest earned	1.60	\$ 1,373.02	\$ 1,011,097.02
11/19/2019	Transfer to checking cost of flight simulator		\$ (92,779.00)	\$ 918,318.02
11/29/2019	Interest earned	1.52	\$ 1,218.18	\$ 919,536.20
12/31/2019	Interest earned	1.50	\$ 1,172.19	\$ 920,708.39
1/31/2020	Interest earned	1.50	\$ 1,170.47	\$ 921,878.86
2/28/2020	Interest earned	1.50	\$ 1,096.30	\$ 922,975.16
3/31/2020	Interest earned	1.33225	\$ 1,042.07	\$ 924,017.23

WAYNE MUNICIPAL
AIRPORT AUTHORITY
April 13, 2020

Ck # 7801	Aaron Mathis- Dust damage hangar #13	260.00
Ck # 7802	Albers Feedlot- Dust damage hangar #16	260.00
Ck # 7803	American Broadband- Telephone.....	92.18
Ck # 7804	Appeara- Rugs & mops	59.00
Ck # 7805	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	265.51
Ck # 7806	Brian Nelson- Dust damage hangar #3	246.80
Ck # 7807	CenturyLink- DSL	88.99
Ck # 7808	Chesterman Co- Equipment rental.....	7.00
Ck # 7809	City of Wayne	
	AWOS.....	26.95
	Apron lighting	51.25
	House.....	311.80
	Terminal/hangar	1240.85
	Shop.....	150.95
	Office & irrigation.....	145.02
	Data plan iPad	80.02
	Ads/notices	14.32
	Audit.....	2700.00
	Space bar/key fobs	1699.13
	Insurance	2254.13
	Treasurer’s Fee.....	500.00
	9,174.42
Ck # 7810	Curt Christensen- Dust damage hangar #7	260.00
Ck # 7811	Dave Zach- Dust damage hangar #6 & #8.....	520.00
Ck # 7812	Dennis Dangberg- Dust damage hangar #9 & #17 .	614.60
EFT	Department of Aeronautics –	
	Terminal/Hangar	1,182.00
	AWOS	383.33
	1,565.33

Ck # 7813	Doug Nelson- Dust damage hangar #11	260.00
Ck # 7814	Gill Hauling- Trash.....	55.00
Ck # 7815	Heartland Natural Gas- Natural gas.....	238.98
Ck # 7816	Jerry Conradt- Dust damage hangar #4	246.80
Ck # 7817	Jim Hoffman- Digital TV	49.99
Ck # 7818	Lyle Carlson- Dust damage hangar #10	275.40
Ck # 7819	Midwest Diesel- Dust damage hangar # 19	260.00
Ck # 7820	Norm Slama- Dust damage hangar #18.....	260.00
Ck # 7821	Olsson-	
	Project 3-31-0086-015 Estimate #6....\$27,740.00	
	Project 3-31-0086-014 Estimate #30....\$5,988.52	
	33,728.52
Ck # 7822	Pac N Save- Coffee.....	54.85
Ck # 7823	Terry Meyer- Dust damage hangar # 15.....	260.00
Ck # 7824	Todd Luedeke- Dust damage hangar #20.....	315.00
Ck # 7825	Tom Hansen, CPA- FEMA assistance.....	2,800.00
Ck # 7826	Tom Schmitz- Dust damage hangar #12	260.00
EFT	Verizon – Cell phone	114.65
Ck # 7827	Wisner West- Fuel	205.67
	TOTAL	\$55,637.69

WAYNE AIRPORT AUTHORITY
AERIAL APPLICATOR AGREEMENT

This agreement executed this ____ day of _____, 20____, by and between the WAYNE AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and _____, herein after referred to as "Operator".

WHEREAS, by an ordinance of the City of Wayne, Nebraska, the airport properties are owned by the City of Wayne, however, they are under the control and jurisdiction of the Wayne Airport Authority, including all powers provided by State statute, and

WHEREAS, the Authority has this day entered into an agreement with the Operator.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Aerial Applicators includes aerial agricultural spraying or seeding or other activities such as non-agricultural pest control at the Airport for compensation or hire.
2. The term of this agreement shall be seasonal, from:
_____ April 1 _____, 2020 to _____ December 31 _____, 2020
3. Minimum standards
 - a. The operator shall lease land from the Authority. The minimum area in each instance shall be subject to the approval of the Authority. The operator shall make suitable arrangements and have such space available in the leased area for safe loading and unloading and storage and containment of chemical materials. All operators shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.
 - b. The Operator shall pay an annual fee of \$1,000 to operate on said Airport.
 - c. The Authority shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. Operator covenants and agrees to hold Authority free and harmless from loss from each and every claim and demand of whatever nature made by or on behalf of any person or persons for any wrongful act or omission arising out of the use of the airport on the part of the Operator, Operator's agents, servants, invitees, and employees, and for such purpose Operator agrees to carry liability insurance naming the Authority as additional insured. Operator shall file a certificate of insurance with Authority evidencing that such insurance has been furnished, and the same will not be canceled without written notice to Authority thirty days in advance of cancellation. These minimum requirements shall be applicable to all operations of a similar nature. All operators will, however, be required to maintain the following types of insurance:
 - i. Aircraft liability
 - ii. Comprehensive liability and comprehensive property damage, including vehicular.
 - d. The Operator shall have in its employ and on duty during appropriate business hours trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.

- e. The operator must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the operator's services.
- f. The operator shall comply with all pertinent FAR requirements
- g. The operator shall comply with all applicable rules and regulations governing pesticides and other chemicals used by the operator and employ certain safeguards and safe operating practices to prevent spillage, including:
 - i. Cleanup and remove all containers at the end of each day's activities
 - ii. Maintaining all loading and mixing facilities
 - iii. Use dry break devices or equivalent couplings to the aircraft loading receptacle to prevent leaks of all materials.
 - iv. Position aircraft and loading equipment in such a manner as to not interfere with normal aircraft operations at the Airport.
 - v. Remove in the event of a small pesticide or pesticide solution spill, the contaminated surface material will be removed from the premises and treat the area of the spill. In the event of a reportable amount of spilled pesticides, the Operator will contain the material and contact those agencies that the State Department of Natural Resources (DNR) regulations require.
 - vi. Operator will be responsible for all cleanup cost.
- h. The Operator will keep appropriate spill kit on site in a known and easily accessible location.
- i. Applicator shall provide a current copy of the Nebraska Department of Agriculture Aerial Pesticide Business License.
- j. The operator, for all chemicals kept or stored on the airport shall do so in accordance with the Material Safety Data Sheet (MSDS) requirements for that chemical. MSDS sheets for chemicals stored on the airport shall be made available to the Authority and/or Airport Manager upon request.
- k. Aerial applicators will make a reasonable effort to safely integrate with all other airport users and operations.

WAYNE AIRPORT AUTHORITY,

By _____
Wayne Airport Authority Chairman

By Karma Schulte, Sec/Treas
Aerial Applicator



U.S. Department
of Transportation
**Federal Aviation
Administration**

Operating Certificate

This certifies that

Becker Flying Service, Inc.
56395 881st Road
Hartington, Nebraska 68739

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed therein, for the issuance of this certificate and is authorized to operate as an Air Operator and conduct **Commercial Agricultural Aircraft Operations**

in accordance with said Act and its rules, regulations, and standards; **dispensing of economic poisons is permitted.**

This certificate is not transferable and, unless canceled, suspended, superseded, surrendered or revoked, shall continue in effect **indefinitely.**

By Direction of the Administrator

Certificate number: PTNG285H

Effective date: April 15, 1981
Amended April 14, 2010

Issued at: Lincoln, NE FSDO

Richard E. Johnson
(Signature)

Manager

(Title)

STATE OF NEBRASKA
AERIAL PESTICIDE BUSINESS LICENSE

Issued to:

Becker Flying Service, Inc.

Date of Issue: March 19, 2020

Date of Expiration: December 31, 2020

License Number 099

**RECORD OF NEGOTIATIONS
AMENDMENT #1**

Wayne Municipal Airport / Stan Morris Field
Wayne, Nebraska
Anticipated AIP Project No. 3-31-0086-015

Project Description:

- Construct Partial Parallel Taxiway to Runway 18/36 (Section North of Runway 5/23)
- Install Medium Intensity Taxiway Lighting (MITL) System
- Jurisdictional Stream Channel Realignment

1. Olsson, Inc. of Lincoln, Nebraska was selected June 13, 2016 from those consultants who submitted their qualifications.
2. Olsson has attended multiple Airport Authority meetings to discuss the scope and schedule of the project, as well as the scope of services that will be provided to ensure that everyone had a thorough understanding of the project.
3. The Consultant submitted their draft engineering amendment on March 16, 2020 broken down as follows, with a 15% fixed fee:
 - a. Section 4 – Construction Phase Services: \$ 296,400 (TMNTE)
 - b. Section 5 – Close-Out Phase Services: \$ 68,300 (Lump Sum)
4. The Department of Transportation, Division of Aeronautics reviewed the proposed scope of work. In their December 20, 2019 letter, the Independent Fee Estimate (IFE) suggested the fees for a project of this nature should be as follows:
 - a. Section 4 – Construction Phase Services: \$ 292,200 (TMNTE)
 - b. Section 5 – Close-Out Phase Services: \$ 72,800 (Lump Sum)
5. On April 9, 2020, the Sponsor and the Consultant discussed and reviewed the draft engineering amendment and scope of work. During the course of negotiations, with the Airport Authority, the following items were discussed:
 - Construction Phase Fees
 - The values of the construction phase fees were discussed and were found to be acceptable.
 - Closeout Phase Fees
 - The closeout phase fees were discussed, and it was explained that they are significantly higher than on past projects due to the requirement of the Section 404 Permit. The 404 permit requires the annual monitoring of the stream realignment for a period of 5 years. The monitoring will require annual site visits, cross-sections (to include baseline cross-section upon completion), and annual monitoring reports.

The revised fees are as follows:

- a. Section 4 – Construction Phase Services: \$ 296,400 (TMNTE)
 - b. Section 5 – Close-Out Phase Services: \$ 68,300 (Lump Sum)
6. The Consultant's fee proposal is considered reasonable by the Sponsor.

7. The draft contract, which includes the scope of services and Consultant's fee proposal, is submitted with this Record of Negotiations. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Signature: _____

Date: _____

AMENDMENT NO. 1

to

AGREEMENT FOR CONSULTING SERVICES

March 16, 2020

WAYNE AIRPORT AUTHORITY
P.O. Box 8
Wayne, NE 68787

Re: AMENDMENT TO CONSULTANT AGREEMENT
WAYNE MUNICIPAL AIRPORT
Airport Improvement Program (AIP) Project No. 3-31-0086-015
OA Project No. 016-2139

This amendment will revise the Agreement executed on May 7, 2019 by revising Adding *Section 4: Construction Phase Services* and Sections 5: *Close- Out Phase*. *Section 7: Fees and Charges* will be updated accordingly as described below:

Add Section 4 in its entirety with the following items:

SECTION 4: CONSTRUCTION PHASE SERVICES

(INCLUDES OBSERVATION)

based on 115 working days (construction contract time)

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor, NDOT and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use. Anticipated at 6 hours per week for project administration.
- b. Prepare and submit Quarterly Performance Reports.
- c. Assign a Project Engineer to the project who will periodically observe work in progress, review test reports and provide weekly working day, construction progress and testing reports to the Sponsor, FAA and NDA. It is estimated that the Project Engineer will make 11 site visits (approximately once a month); plus 2 site visits during cement treatment of subgrade; plus 1 site visit during base placement/trimming; plus 2 site visits during concrete placement. Each site visit assumes an average of 12 hours per trip.
- d. Prepare a Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities (NDPES permit) and Storm Water Pollution Prevention Plan (SWPPP).
- e. Submit a Construction Observation Program at least 10 days prior to the preconstruction meeting, in compliance with the AIP Sponsor Guide No. 1030 *Construction Management Program*.

- f. Review shop and all materials data submitted by construction contractors for general compliance with design concepts and Buy American provisions. Olsson's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
- g. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.
- h. Provide horizontal and vertical survey control and staking, as required under the FAA standard specification General Provision 50-07. Set control points every 500'.
- i. Upon receipt of NDOT, FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. NDOT and FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.
- j. Provide Full time on-site construction observation in accordance with FAA/ACE AIP Guide No. 1030 – Construction Observation. Assuming 100 working days at an average of 10 hours per day and 15 working days at an average of 12 hours per day.
- k. Provide construction testing. See Exhibit C1 for a list of the anticipated tests and services. Estimated quantities of tests were based on the following lot sizes and estimated construction quantities
 - (1) Excavation / Embankment
 - i. Lot Size 1,000 CY
 - ii. Estimated Constructed Quantity 38,000 CY
 - (2) Cement Treated Subgrade
 - i. Lot Size 2,000 SY
 - ii. Estimated Constructed Quantity 12,664 SY
 - (3) Base Course
 - i. Lot Size 2,000 SY
 - ii. Estimated Construction Quantity 12,023 SY
 - (4) Concrete Pavement
 - i. Lot Size 2,000 SY
 - ii. Estimated Construction Quantity 11,492 SY
- l. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor, NDOT and FAA.
- m. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.
- n. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. *Labor Provisions: Development Projects* and Guide No. 1073 *Monitoring Labor and Civil Rights Requirements Development Projects*. Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.
- o. Prepare and negotiate construction contract modifications, change orders and supplemental agreements, per AIP Sponsor Guide No. 1080 *Contract Modifications*.
- p. Review amounts owed to construction contractors and prepare progress estimate forms certified by construction contractor(s).

- q. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- r. Arrange and attend final inspection.
- s. Provide as-built survey to establish final pay quantities and for preparation of as-built plans. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

Add Section 5 in its entirety with the following items:

SECTION 5 – CLOSE-OUT PHASE

Upon completion of construction, the Consultant agrees to provide the following items, in accordance with FAA/ACE AIP Guide No. 1610 - Development Project Closeout. The Consultant agrees to complete this phase within 90 days of final acceptance. If the Contractor does not provide their documentation (wage rate reports, DBE final utilization, etc.) within this time limit, this will be so noted in the close-out documents.

- (1) Sponsor Certification for Final Acceptance – not included; prepared by NDOT;
- (2) Final Outlay Report (SF-271)– not included; prepared by NDOT;
- (3) Final Federal Financial Report (SF-425)– not included; prepared by NDOT;
- (4) Final Project Cost Summary – to be included in Final Construction Report less any administration costs for the NDOT - Division of Aeronautics; prepared by NDA
- (5) Summary of DBE Utilization – to be included in the Final Construction Report
- (6) Final Construction Report, including summary of test results – one copy each to Sponsor, NDOT and FAA
- (7) As-built Drawings – provide one full-sized set to NDOT; include half-sized set in Final Report and provide in pdf format.
- (8) As-built Airport Layout Plan – one full-size preliminary set for FAA review; four full-size sets for Sponsor signature upon receipt of FAA comments
- (9) Airport Chart / Diagram Modifications – not included; prepared by NDOT

The following items are requirements associated with the permit conditions for the stream relocation.

(1) Post-Construction Topographic Survey for Deed Restriction

- a. Conduct survey requirements associated with permit conditions pertaining to the establishment of a deed restriction on the mitigation site. Survey efforts will include completing the topographic, survey, legal description, and filing the document with the appropriate agencies.

(2) Mitigation Site Monitoring

- a. Olsson will conduct annual wetland/stream monitoring the first full growing season (May 1 – October 31) after construction of the mitigation site is complete. Annual monitoring reports will be submitted to the Corps to meet the conditions outlined in the Section 404 Permit. As stipulated in the permit, monitoring will occur annually for five years. A fee for additional monitoring beyond five years would be negotiated at that time if it is determined to be necessary. Services will include the following items:

- i. Wetland/Stream Mitigation Monitoring Site Visits. Olsson will conduct a monitoring site visit once a year during the growing season. Olsson will evaluate the vegetative communities and wetland hydrology at the mitigation site. Photographs will be taken to document conditions at the time of the site visit. Olsson will also conduct a cross-section survey of the South Logan Creek mitigation, which requires three survey locations (cross sections of stream mitigation area, beginning, middle, and end of mitigation site). In addition to the five annual surveys, a baseline survey must be completed immediately after construction is completed.
- ii. Annual Monitoring Report. Monitoring reports will be prepared annually for five years, likely beginning in 2021, to document the condition of the mitigation site. The report will include a summary of the vegetative communities along the creek mitigation site and buffer areas present at the time of the site visit. A photo log documenting on-site conditions, creek conditions within the mitigation site, cross section drawings of the site, and identification of any problems that Olsson observes, if necessary, will also be included.

Any detailed analysis or additional plans required for the stream mitigation; these items requested will be performed as additional services.

SECTION 7 - FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this amendment as follows:

Section 4: Construction Phase. Payment for the items included in Section 4, Construction Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of \$32,171.68 and subcontract costs, which are estimated on **Exhibit C** and **Exhibit C1** attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of \$296,400, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Exhibit C and C1 contains estimated quantities and unit prices. Actual hours, rates, charges and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

Section 5: Close-Out Phase. Payment for the items included in Section 5, Close-Out Phase, shall be the lump sum of \$68,300, shown on **Exhibit D**, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed. Olsson will not submit an invoice for the final 10% of the Close-Out Phase until the closeout documents are approved by NDA and FAA.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

Olsson agrees to advise the Sponsor prior to the expiration of the 18-month limit and to provide the Sponsor with estimated engineering fees to complete the work. Olsson also agrees to advise the Sponsor when the Contractor is likely to exceed the working days allowed within their contract.

If this amendment is satisfactory, please sign in the space provided. Keep one copy and return three copies to Olsson Associates. This proposed amendment is open for acceptance for thirty days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____

By _____

WAYNE AIRPORT AUTHORITY

By _____
Attest

By _____
Chairman

Date _____

Beth Porter - RE: Insurance check

From: Terry Meyer <terry@heritageind.com>
To: Beth Porter <bporter@cityofwayne.org>
Date: 4/9/2020 10:36 AM
Subject: RE: Insurance check

Good morning, Beth. I have something for you to bring up at the next airport meeting. I have always been concerned that, since the tornado, the airport has no way to keep the taxiways, parking areas and aprons clear of gravel and dirt. The debris that is picked up by prop wash causes damage to horizontal stabilizers as well as the struts on a plane such as mine. I always check the area in front of my hangar and the taxiway to the north and always – emphasize always – find gravel that I sweep or blow to the grass or pick up by hand. However, that caution simply helps just a little as I am quite sure there is plenty more debris on the concrete when I taxi to a runway. Presently, there is a lot of debris everywhere and even small rocks in one area. Surely everyone can understand the need – not want – for a rotary broom to keep the airport surfaces clean. Please call if you would like to discuss further.

Terry Meyer

From: Beth Porter [bporter@cityofwayne.org]
Sent: Monday, April 6, 2020 3:59 PM
To: Terry Meyer
Subject: Insurance check

Terry,

Just wanted to reach out to let you know that I received a check from National Sealant & Concrete today for the dust damage to hangars. They were supposed to issue payments directly to hangar tenants but the Airport received the lump sum. I will be issuing checks to the hangar tenants at the next Airport Authority meeting.

Thanks,

Beth Porter
Finance Director
City of Wayne
[402-375-1733](tel:402-375-1733)