

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
AGENDA  
October 12, 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.

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

6. Old Business

- Parallel Taxiway to Runway 18/36 Paving & Lighting Update
- Amend Motion for Loan to Northeast Nebraska Aviators Inc.
- Review/Discuss OGP, LLC STOL Contract
- Discussion/Possible Action to Direct Staff on Farm Ground Lease
- Discussion/Possible Action on Jet Fuel
- Flight Simulator/Club Update

7. Airport Manager Comments

8. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY

September 14, 2020

5:30 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order on the above date and time at the Nancy Braden Terminal Building by Chairman Travis Meyer. The following members were present: Mark Putnam, Scott Hammer, Travis Meyer and Tom Schmitz. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Jim Hoffman and Karma Schulte, Becker Flying Service, Curtis Christensen Olsson Inc., Scott Morgan, Dave Zach, Denny Dangberg and Wes Blecke Wayne City Administrator.

**Approval of minutes:** Motion to approve by Mark Putnam, 2<sup>nd</sup> by Travis Meyer. Vote called. Yeas 4, Nays 0. Motion carried.

**Approval of claims:** Motion to approve by Scott Hammer, 2<sup>nd</sup> by Tom Schmitz. Vote called. Yeas 4, Nays 0. Motion carried.

**New business:**

**Public hearing for budget:** Budget hearing for 2020-2021 was opened by Chairman Travis Meyer at 5:36 PM. Travis Meyer read Resolution 2020-3. Scott Hammer made motion to approve Resolution 2020-3, 2<sup>nd</sup> by Mark Putnam. Vote was called Yeas 4, Nays 0. Motion carried. Public hearing for the budget 2020-2021 was closed by Chairman Travis Meyer at 5:39PM.

**N.E. Nebr. Aviators:** Discussed employment agreement between the N.E. Nebr. Aviators and the Wayne Airport Authority. Amy Miller had drawn up the legal documents. Mark Putnam made a motion to approve starting September 14, 2020 and retro to November 2019 with compensation to be \$2200 per month. Scott Hammer 2<sup>nd</sup>. Vote called, Yeas 4, Nays 0. Motion carried.

**Loan document for Flying Club:** Discussion followed for a \$100,000 loan for 30 years at 3%. Monthly payment would be \$554.60 by direct payment. Travis Meyer made a motion to approve, Mark Putnam 2<sup>nd</sup>. Vote called Yeas 4, Nays 0. Motion carried.

**Mayday STOL Event:** Travis Meyer and Scott Hammer gave info and recommendation on having the event. Travis Meyer made a motion to schedule a special meeting on Monday September 21, 2020 at 5:30 PM. Mark Putnam 2<sup>nd</sup>. Vote called, Yeas 4, Nays 0. Motion carried.

**Farm lease:** Wes Blecke City Administrator talked about the sludge from the lagoon to be spread out on the north section of the airport. Up for discussion, Farm lease tabled to future meeting.

**Old Business:**

**Runway 18/36:** Curtis Christensen with Olsson Inc. reported that the project will be started September 21, 2020.

**Jet fuel:** Mark Putnam reported on a 1987 International S1900, 5000 gallon truck in Ohio. \$29,900 plus \$5,000 transportation (approx.) Need to contact the State Fire Marshall before proceeding. Travis Meyer made a motion to table to Monday September 21<sup>st</sup> meeting. Scott Hammer 2<sup>nd</sup>. Vote called, Yeas 4, Nays 0. Motion carried.

**Flight simulator update:** Fees will be handled by the Flying club starting in November.

**Airport manager comments:** Jim Hoffman was wondering if the siding will be done before winter on the terminal building. Gate problems, Jim Hoffman talked with Terry at No Sweat Fencing. Holes have been found around the airport, possibly skunks digging. Check with Bomgaars for Skunk rid/repellant. Need to check in on fence/gate west of the terminal building.

**Adjourn:** With no other business Chairman Travis Meyer adjourned the meeting at 7:38 PM.

Thomas R Schmitz  
Vice Chair/ Acting Secretary

WAYNE MUNICIPAL AIRPORT AUTHORITY  
September 21, 2020  
5:30 P.M.

A special meeting of the Airport Authority of the City of Wayne was called to order on the above date and time at the Nancy Braden Terminal Building by Chairman Travis Meyer. The following members were present: Travis Meyer, Mark Putnam, Scott Hammer, and Tom Schmitz. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Scott Morgan, Ken Jorgensen, Jim and Sandy Hoffman, Tom Becker, Karma Schulte, Dave Zach and Curtis Christensen.

**Old Business:**

**Mayday STOL Event:** An agreement was handed out from Collin Caneva OGP LLC. (Old Green Plane) three (3) year agreement. Amy Miller City Attorney had looked the contract over with some recommendations. Discussed was insurance, vendors, financing, management of the event and the risk involved in putting on such an event. Motion was made by Scott Hammer to approve entering a contract with OGP, LLC. Terms to be negotiated between Amy Miller (City Attorney) and Collin Caneva. (OGP LLC) in the amount not to exceed \$114,250. Travis Meyer 2<sup>nd</sup>, vote was called, Yeas 4, Nays 0. Motion carried.

**Jet A fuel:**

Discussion on the purchase of a used Jet A fuel truck, \$29,900 plus delivery \$5,000.? Mark Putman reported that he had talked with the Nebraska State Fire Marshall, he has not been back in touch with Mark as of today's date. Beth Porter contacted Northeast Nebraska Insurance for information, N.E. Insurance will be getting back with Beth. Tom Becker to think about how he would handle Jet A between Hartington and Wayne. Travis Meyer made a motion to purchase the used Jet A fuel truck not to exceed \$32,000 pending on the information that Tom Becker finds. Scott Hammer 2<sup>nd</sup>, Vote called. Yeas 4, Nays 0. Motion carried.

**Adjournment:** The Chairman Travis Meyer adjourned the meeting at 7:07PM.

Tom Schmitz  
Vice Chair/ Acting Secretary

WAYNE AIRPORT AUTHORITY  
BANK SUMMARY  
CHECKING ACCOUNT  
SEPTEMBER 30, 2020

PREVIOUS BALANCE 40,931.44

DEPOSITS:

Interest on checking account	4.94
Avgas	7,348.44
County Treasurer	22,998.65
State of NE	11,385.00
Transfer from MM fuel truck	28,500.00

70,237.03

TOTAL AVAILABLE 111,168.47

CLAIMS:

Claims Paid September 39,661.43

BOOK BALANCE AS OF SEPTMBER 30, 2020 71,507.04

Plus Outstanding Checks 1,131.80

Less Outstanding Deposits 0.00

BANK BALANCE AS OF SEPTEMBER 30, 2020 72,638.84

### 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
4/30/2020	Interest earned	0.88916	\$ 673.68	\$ 924,690.91
5/31/2020	Interest earned	0.807	\$ 632.26	\$ 925,323.17
6/30/2020	Interest earned	0.807	\$ 612.27	\$ 925,935.44
7/31/2020	Interest earned	0.707	\$ 554.63	\$ 926,490.07
8/31/2020	Interest earned	0.707	\$ 554.97	\$ 927,045.04
9/28/2020	Transfer to checking cost of jet fuel truck		\$ (28,500.00)	\$ 898,545.04
9/30/2020	Interest earned	0.707	535.73	\$ 899,080.77

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
September 23, 2020

EFT           Zanesville Aviation- Jet Fuel Truck ..... 25,000.00

October 12, 2020

Ck # 7913   American Broadband- Telephone..... 93.23

Ck # 7914   Appeara- Rugs & mops ..... 61.94

Ck # 7915   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 ..... 148.37

Ck # 7916   Bomgaars- Flags ..... 79.97

Ck # 7917   CenturyLink- DSL ..... 88.99

Ck # 7918   Chesterman Co- Equipment rental..... 7.00

Ck # 7919   City of Wayne  
                   AWOS .....20.09  
                   Apron lighting .....20.69  
                   House.....205.93  
                   Terminal/hangar ..... 759.37  
                   Shop.....89.44  
                   Office & irrigation.....282.12  
                   Data plan iPad .....40.01  
                   Insurance .....2,254.13  
                   Treasurer's Fee.....500.00  
                   ..... 4,171.78

EFT           Department of Aeronautics –  
                   Hangar Loan H06 .....1,182.00  
                   Hangar Loan H07 .....1,391.00  
                   AWOS .....383.33  
                   ..... 2,956.33

Ck # 7920   Jim Hoffman- Digital TV ..... 49.99

Ck # 7921   John Deere Financial- Service/parts .....439.91

Ck # 7922   Knife River- Progress Estimate #13 ..... 18,302.71

Ck # 7923   Northeast Nebraska Aviators, Inc- Loan proceeds . .....100,000.00

Ck # 7924	Northeast Nebraska Aviators Inc.	
	Employment Agreement retro to Nov 2019.....	24,200.00
	Employment Agreement Oct 2020.....	2,200.00.....26,400.00
Ck # 7925	OGP, LLC- STOL Consulting Agreement 1 <sup>st</sup> payment.....	57,125.00
Ck # 7926	QT Pod- Siteminder Subscription Plan 10/1/20-9/30/21 .....	1,425.00
Ck # 7927	Sapp Bros- Avgas .....	13,915.20
Ck # 7928	Stanley Petroleum- Installation QT M4000.....	1,500.00
EFT	Verizon – Cell phone .....	111.95
Ck # 7929	Wisner West- Fuel .....	171.17
	TOTAL .....	\$254,887.54

## INDEPENDENT CONTRACTOR / CONSULTANT AGREEMENT

This Independent Contractor Consulting Agreement ("Agreement") is made and entered into by and between OGP, LLC ("Consultant"), a Nebraska limited liability company, and, The Airport Authority of the City of Wayne, ("Airport"), effective the \_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"),

In consideration of the promises and mutual agreements hereinafter set forth, it is agreed by and between the undersigned as follows:

1. **Services.** Airport hereby agrees to retain Consultant for certain services, including but not limited to, the creation, organization, promotion and execution of certain aviation events focused on the promotion of airport services and/or the local community as a whole pursuant to goals, objectives and specification provided or approved by Airport, pursuant to the terms of this Consultant Agreement and provided in separate Statement(s) of Work from time to time and attached hereto as Exhibit A. Airport may need to hire outside consultants other than Consultant, and this agreement shall not be construed to be an exclusive agreement between Consultant and Airport.
2. **Term.** This Agreement shall automatically renew annually on the day and month of the Effective Date stated above, unless either party, 60 days before expiration, gives written notice to the other of its desire to end the agreement.
3. **Fees.** Upon mutual agreement, Consultant will provide the services requested by Airport on either a fixed fee basis or an hourly fee structure ("Fee") as specified in each Statement of Work, with the initial hourly rate of \$125/hour. The rate is subject to change and written notice of the rates for the proposed projects will be given prior to commencement of each statement of work, subject to approval of fees by Airport.
4. **Independent Contractor Relationship.** Consultant's relationship with Airport shall be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Consultant shall not be entitled under this Agreement to any of the benefits that Airport may make available to its employees, including, but not limited to, group health, life insurance, profit-sharing or retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. Consultant shall be solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. No part of Consultant's compensation shall be subject to withholding by Airport for the payment of any social security, federal, state or any other employee payroll taxes. Airport shall regularly report amounts paid to Consultant by filing a Form 1099-MISC with the Internal Revenue Service as required by law.
5. **Method of Performing Services; Results.** In accordance with Airport objectives, Consultant shall determine the method, details and means of performing the services required by this Agreement. Airport shall have no right to, and shall not, control the manner or determine the method of performing Consultant's services. Consultant shall provide the services for which Consultant is engaged to the reasonable satisfaction of Airport.
6. **Workplace, Hours and Instrumentalities.** Consultant may perform the services required by this Agreement at any place or location and at such times as Consultant shall determine. Consultant agrees to provide all tools and instrumentalities, if any, required to perform the services under this Consultant Agreement.

7. **Early Termination by Airport.** Airport may terminate this Agreement thirty (30) days after Airport's delivery to Consultant of written notice of Consultant's material breach of any provision or obligation owed by Consultant under this Consultant Agreement which is not cured by Consultant within such thirty (30) day period.
8. **Early Termination by Consultant.** Consultant may terminate this Agreement for a material breach by Airport if Airport has not cured the breach within thirty (30) days of receiving written notice from Consultant; such notice or cure provision shall apply with respect to the payment of the Fee described above.
9. **Request for Early Termination by Airport.** In the event Airport wishes to terminate this Agreement before the end of the stated term, Airport may request the written approval of Consultant and pay to Consultant the balance of the fees which remain due under this Agreement and any then current statement of work attached hereto. Failure to pay the balance of Fees due, upon receiving Consultant's written approval shall be a material breach by Airport. Any amount not timely paid to Consultant shall bear interest at the rate of two percent (2%) per month, compounded monthly until paid in full.
10. **Assignment.** Neither party to this Agreement shall assign the Agreement to any other party without both parties' written consent. Consultant agrees in advance that Airport may transfer this Agreement to Northeast Nebraska Aviators, under the same terms and conditions contained herein.
11. **Indemnity.** Airport indemnifies and holds harmless Consultant (inclusive of members, managers and employees) from any claims, causes of action, demands, expenses of lawsuits, damages, judgments, attorneys fees, and costs arising out of or related to the services, products, software and/or code provided by Consultant to Airport for Airport's use, or for use by any party Airport resells or otherwise transfers the services, products, and other deliverables provided by Consultant. Airport and Consultant agree to cooperate in the defense of the claim or the litigation. Airport agrees to fund payment of all matters indemnified so that Consultant is held harmless financially. Airport shall pay all its indemnity obligations without the necessity or requirement that Consultant first incurs or pays such costs, expenses damages, judgments and attorneys' fees.
12. **Governing Law.** This Agreement shall be governed by the laws of the State of Nebraska.
13. **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
14. **Waiver or Breach.** It is agreed that a waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the same party.
15. **Headings.** The Section headings appearing in this Agreement are for purposes of easy reference and shall not in any way modify, amend or affect the provisions.
16. **Amendment or Modification.** No amendment or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Airport and Consultant.

17. **Notices.** All notices for which provision is made in this Agreement shall be given in writing either by actual delivery of the notice into the hands of the party entitled to the notice or by mailing the notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given on the date of its mailing, addressed as follows:

If to Airport:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Consultant:

OGP, LLC  
attn: Collin Caneva  
432 S 11<sup>th</sup> St  
Lincoln, NE 68508

18. **Entire Agreement and Binding Effect.** This Agreement contains the entire agreement between Airport and Consultant with respect to the subject matter hereof and, except as otherwise specifically provided herein, shall be binding upon Airport and Consultant.

The parties hereto have executed this Agreement as of the Effective Date above written.

**Airport Authority of the City of Wayne, Nebraska:**

By: \_\_\_\_\_  
Travis Meyer, Chairman

**Consultant:**

OGP, LLC, a Nebraska limited liability  
company

By: \_\_\_\_\_  
Collin Caneva, Member

## EXHIBIT A Statement of Work

### Project Summary

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#### Project Description

OGP, LLC (“OGP” or “Consultant”) and the Wayne Airport Authority of the City of Wayne, Nebraska (“Airport”) have identified a mutually agreeable project and desire to partner where Consultant provides the creation, promotion and execution of an aviation event promoting the services of the Airport and providing for a community event and promotion of the community. The aviation event will focus on the hosting of a competition of a STOL (short takeoff and landing) and showcase the planes, pilots and general capabilities around this competition. The general desire is to create and host this event for an initial two (2) consecutive years.

Initial scope and assumptions are detailed below.

#### Project Assumptions & Scope

OGP and Consultant will provide services and deliverables related to the event. The assumptions & scope listed here are to encompass the overall project deliverables taken from several conversations and meetings with key stakeholders for this event.

This proposal is scoped to include multiple deliverables and projects to accomplish the following (but not limited to):

- Two Website Creation & Management
  - Event Specific (included in price) & Northeast Nebraska Aviators (no charge)
- Social Account Creation
- Event Promotion
- Operational Support

### Scope and Est. Timeline

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#### Scope & Estimated Timeline

The Consultant is proposing multiple milestones to accomplish the Airport’s project goals. The parties acknowledge these may be adjusted as needed based on mutual agreement.

#### Project Scope Description

Project scope and descriptions to be refined and finalized as needed with the Airport team.

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
<b>Website Creation &amp; Management: .....</b>	<b>\$15,500.00</b>	<b>\$5,500.00</b>	<b>\$5500.00</b>
❖ <i>Consultant to provide all services related to website creation for the Event will be included below (but not limited to):</i>			
<ul style="list-style-type: none"> <li>○ Domain setup</li> <li>○ Hosting setup</li> <li>○ Content creation</li> <li>○ Content management system creation</li> <li>○ Relevant photos setup, using photos provided by Airport</li> <li>○ SEO optimization</li> <li>○ Mobile optimization</li> <li>○ Support services setup</li> <li>○ Consultant will, at no charge, provide all services related to website creation for Northeast Nebraska Aviators, a Non-Profit Corporation</li> </ul>			

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
<b>Social Media Management:.....</b>	<b>\$12,500.00</b>	<b>\$12,500.00</b>	<b>\$12,500.00</b>
❖ <i>Consultant to provide services related to Social Media management prior to, during, and after the event. All pertinent Social Media management services are included below (but not limited to)</i>			
<ul style="list-style-type: none"> <li>○ Social Media Account Creation</li> <li>○ Social Media Management Calendar creation</li> <li>○ Social Media posting</li> <li>○ Social Media Monitoring</li> <li>○ Social Media + Event Coordination</li> <li>○ Social Media Event Ad Buy and Retargeting Ad buy <ul style="list-style-type: none"> <li>■ Social Media Ad Persona building</li> <li>■ Social Media Ad Persona Targeting (on specific platforms)</li> </ul> </li> </ul>			

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
<b>Event Mobile App Creation/Management: .....</b>	<b>\$13,750.00</b>	<b>\$3575.00</b>	<b>\$3575.00</b>
❖ <i>Consultant to provide all services related to website creation for both the Event and for the "Northeast Nebraska Aviators" will be included below (but not limited to):</i>			
<ul style="list-style-type: none"> <li>○ Domain setup</li> <li>○ Hosting setup</li> <li>○ Content creation</li> <li>○ UI/UX Design and Implementation</li> </ul>			

- QA and Final Support
- Event Day App Management
  - Live event setup

YEAR 1                  YEAR 2                  YEAR 3

**Operational Support & Event Endorsement Commitment: ...**      \$37,500.00      \$19,250.00      \$9125.00

❖ *Consultant to provide verified commitment from the STOL Governing Body as well as other operational support to pull off event.*

- Kevin Quinn and STOL Drag
- Flying Cowboys
- Includes 3yr sponsorship for OldGreenPlane.
  - Mention in social media as in episodes and podcasts

YEAR 1                  YEAR 2                  YEAR 3

**Event Promotion: .....**      \$35,000      (Unknown)      (Unknown)

❖ *Consultant to provide guidance through the following channel partnerships/relationships*

- Kevin Quinn (Founder, STOL Drag LLC./Flying Cowboys)
- STOL Drag, LLC
- Local and State news and media outlets
- Local and state Departments of Tourism
- Event Advertisement Targeting and Buy
  - All Mediums (Print, TV, Radio, Online, Experiential)

**Misc Services: .....**.....Included

- **Event Hosting Services**
  - Event Hosting and Announcing for all public events
  - Online Event Hosting
- **Photography Services**
  - Event Photography Services
- **Videography Services**
- **Final Event Branded Video**
  - Useable video for social media and website
- **Event Misc services:**
  - Special food and drink opportunities
  - Aviation Gin swag, special drinks and more

## Customer Responsibilities

- Customer to finalize all dates for event
- Customer to provide primary point of contact with needed authority to provide authorization to proceed and direct support of implementation for:
  - Event operational questions
  - Aviation related questions
  - Website and Social media questions
- Customer to ensure safe and legal event setup which would include all pertinent permits.
- Customer to provide all minimum requirements for Northeast Nebraska Pilots Club website and social media.
- Customer to be responsible for event insurance.

## Timelines:

The current timeline is summarized as follows and is contingent on contract execution date being adhered to:

Contract execution.....	<b>September 10, 2020</b>
Secure Dates and Event Commitment.....	<b>September 15, 2020</b>
Online promotion foundations completed.....	<b>December 1, 2020</b>
Ongoing promotion.....	<b>October 1, 2020</b>
Final Event Prep.....	<b>October 1, 2020</b>
Onsite Event and Operational Support.....	<b>October 1, 2020</b>

### **2<sup>nd</sup> Annual Event**

Secure Dates and Event Commitment.....	<b>September 1, 2021</b>
Online promotion foundations completed.....	<b>December 1, 2021</b>
Ongoing promotion.....	<b>October 1, 2021</b>
Final Event Prep.....	<b>October 1, 2021</b>
Onsite Event and Operational Support.....	<b>October 1, 2021</b>

### **3<sup>rd</sup> Annual Event**

Secure Dates and Event Commitment.....	<b>September 1, 2022</b>
Online promotion foundations completed.....	<b>December 1, 2022</b>
Ongoing promotion.....	<b>October 1, 2022</b>
Final Event Prep.....	<b>October 1, 2022</b>
Onsite Event and Operational Support.....	<b>October 1, 2022</b>

Schedule of Payments:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Contract execution.....	\$57,125.00	\$20,415.50	\$6140.00
Milestone #1.....	\$14,281.25	\$5,103.13	\$6140.00
Milestone #2.....	\$14,281.25	\$5,103.13	\$6140.00
Milestone #3.....	\$14,281.25	\$5,103.12	\$6140.00
Final Payment.....	<u>\$14,281.25</u>	<u>\$5,103.12</u>	<u>\$6140.00</u>
<b>Total:</b>	<b>\$114,250.00</b>	<b>\$40,828.00</b>	<b>\$30,700.00</b>

Change Management:

Changes to the project scope and definition may be subject to modifications or new scope definition. Any such changes should be communicated between the leads from each team and evaluated for impact to the project timelines, cost or scope. All needed changes will be reduced to writing and any adjustments will be presented for review, approval and eventual agreement execution in advance of work being performed.

Other:

None

**IN WITNESS WHEREOF, the Parties do hereby execute this Agreement as of the Execution Date set forth above.**

**OGP, LLC (Consultant)**

**The Airport Authority of the City of Wayne,  
Nebraska**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

copy

**FARM LEASE**

This lease is entered into this 7 day of January, 2015, between Wayne Airport Authority, Owner, of Wayne, Nebraska and Jason Heithold, Tenant, of Wayne, Wayne County, Nebraska.

1. Description of Property. The Owner hereby leases to the Tenant, to occupy and use for agricultural and related purposes, the following described property located in Wayne County, State of Nebraska:

The farm land located on a tract of land in the North Half (N $\frac{1}{2}$ ) and the South Half (S $\frac{1}{2}$ ) of Section Eight (8), Township Twenty-six (26) North, Range Four (4), East of the 6<sup>th</sup> P.M., lying East of the center line of Logan Creek, Wayne County, Nebraska, subject to the following: a) existing easements and restrictions of record, and b) Height restriction and crop limitation farming plan map prepared by HWS Consulting Group, Inc., dated 1998, and which is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

2. Term of Lease. The term of this lease shall be from the 1st day of March, 2015, until the tenant completes harvest of the 2020 crop or to the 1<sup>st</sup> day of December 2020, whichever is later.

3. Rental. For the occupancy and use of the Property, the Tenant agrees to pay the Owner annual rent computed at the rate of \$315.00 per acre for 158.1 acres, or total cash rent of \$49,801.50, with the first half of \$24,900.75 payable on March 1, annually and the second half in the amount of \$24,900.75, due on November 1, annually.

The failure or delay of the Owner or Tenant to exercise any of their respective rights or privileges under this

provision of the lease, or any other terms of this agreement, shall not be held a waiver of any of the terms, covenants or conditions of said instrument, nor of any of the respective rights or privileges of either party under the same. Any act of either the Owner or Tenant waiving, or which may be held to have waived, any specific default of the other party shall not be construed or held to be a waiver of any future default.

4. Operational Expenses. The Tenant shall furnish all labor, equipment and expenses for the operation of the farm, except as indicated below:

\_\_\_\_\_ [NONE] \_\_\_\_\_

5. Tenant Agrees to the Following:

a. Maintenance. He will maintain the Property during his tenancy in as good condition and repair as at the beginning, or as later improved, normal wear and depreciation from causes beyond the Tenant's control excepted.

b. Operation. He will operate the farm in an efficient and husband-like manner, will do the plowing, seeding, cultivating and harvesting at the proper time and in the proper manner.

c. Waterways, etc. He will keep in good repair any and all grass waterways, terraces, open ditches, and inlets and outlets of tile drains.

d. Waste. He will not commit waste on or damage to the Property and will use due care to prevent others from so doing.

e. Timber. No timber on the Property shall be used for any purpose without the prior written consent of the Owner.

f. Restriction on Activities. He will not perform

any activities, and will use due care to prevent others from engaging any such action, which could be reasonably foreseen to have the effect of inhibiting the planting of alfalfa on the Property in 2015. Prohibited activities or actions described above, shall include, but are not limited to, the use or application of certain chemicals, fertilizers or other products that would inhibit the planting of alfalfa on the property in 2015.

g. Access. He will permit the Owner or its agent(s) to enter the Property at any reasonable time for repairs, improvements or inspection.

h. Possession. He will yield possession of the Property to the Owner at the expiration of this Lease without further notice.

i. Runways, Taxiways, or Apron Areas. He will not transport or park any farm machinery, equipment or other personal property on the runways, taxiways, or apron areas.

j. Hunting or Trapping. He will not, nor will he permit anyone else to hunt or trap on the Property without the written consent of the Owner.

k. Air Space, Noise. He shall reserve to the Owner, for the use of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Property, together with the right to cause such noise as may be inherent in the operation of the aircraft.

l. Attraction of Birds. He shall take no action, build any structure, or create any condition, other than normal farming operations, that will attract or encourage migratory or non-migratory birds or fowl, including, but not limited to, ducks, geese, and other water fowl to any area within a zone

that would endanger the safe takeoff and landing of aircraft at the airport. Tenant acknowledges that the congregation of birds or fowl may endanger takeoffs and landings at the airport and that no steps or action should be taken to encourage this congregation anywhere within a reasonable range of the airport that may create the danger presented herein.

m. Assignment of Lease. He shall not assign this lease, either in whole or in part, nor sublet or mortgage the leasehold interest of Tenant, nor any part or parts thereof, without first obtaining, in each and every instance, the Owner's consent thereto in writing. No such assignment or subleasing shall relieve the Tenant from any of the Tenant's obligations contained in this Lease.

n. Liens. He will not permit any construction lien, crop lien, fertilizer lien, or any other lien or encumbrance to be placed upon real estate or any building or improvement thereon during the term hereof, and in the case of the filing of any such lien, will promptly pay the same unless Tenant elects to contest the validity or amount of the lien. If Tenant so elects, Tenant shall, within twenty (20) days of filing of the lien, notify Owner, in writing, and deposit with Owner, a sum of money equal to one and one half (1½) times the amount of the claimed lien to be held in escrow by Owner until said lien is released.

6. Owner Agrees to the Following:

- a. Taxes. It will pay all taxes on the Property.
- b. Transfer of Property. If it should sell or otherwise transfer the Property, it will do so subject to the provisions of this Lease.

7. Tenant and Owner Mutually Agree to the Following:

a. Time. Time is of the essence of this Lease.

b. Binding Effect. The terms of this Lease shall apply to the heirs, personal representatives, successors and assigns of both Owner and Tenant in like manner as to the original parties. However, in the event this Lease is for more than one year, the heirs or personal representative of the deceased party shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

c. Aerial Approaches. Notwithstanding any other provisions of this Lease, Owner shall have authority to take whatever action is necessary to protect the aerial approaches of the Wayne Municipal Airport against destruction.

d. Conditions; FAA Approval. This Lease is conditional and subject to cancellation by Owner for the use for airport purposes. Furthermore, this Lease, and the terms thereof, is potentially subject to the approval of the Federal Aviation Administration (FAA), and that if FAA approval is required, said lease will not be effective until such approval is received.

8. Default. All covenants and agreements contained in this Lease are declared to be conditions to this lease and to the term hereby demised to the Tenant. Should the Tenant default in the performance of any covenant, condition or agreement contained in this lease, the Owner may terminate this lease and reenter and regain possession of the Property in the manner then provided by the laws of unlawful detainer of the State of Nebraska then in effect.

9. Additional Agreements:

A. Farming Plan. The first four (4) years of this

lease the crop shall be alfalfa. The plan for farming the Property for each year shall be worked out in writing and mutually agreed upon prior to the planting of the crops, and no crops of any nature shall be grown by tenant within one hundred twenty five feet (125') on either side of the center line of any grass runway, or within two hundred (200') feet of the center line of any paved runway, or with seventy-five 75' of any side of any designated taxiway or apron, and no crops of any kind will be grown within three hundred feet (300') of the end of any grass runway or within five hundred feet (500') of the end of any paved runway.

B. Indemnity; Insurance. Tenant shall hold harmless and indemnify Owner for any and all injury to persons or damage to property occurring on the Property during the term of this Lease, including, but not limited to, any injuries to persons or damage to property, farming equipment, or crops caused by any debris, litter, or other materials remaining on the Property from the storms and tornado that occurred on October 4, 2013. Tenant shall maintain liability insurance and shall provide proof of the same to the Owner upon Owner's request. Failure to maintain insurance shall constitute a breach of this Lease.

C. Grass and Hay. Grass or hay shall be harvested from the grass strips of the airport approximately 40 acres, and shall be divided on a 60-40 basis, with the Tenant receiving 60% and the Owner receiving 40%. Hay bales are to be removed immediately from the runway, or taxiway areas.

Dated this 7 day of January, 2015.

WAYNE MUNICIPAL AIRPORT AUTHORITY,



