

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AGENDA
November 9, 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

- Possible grain structure near airport

6. Old Business

- Parallel taxiway to runway 18/36 paving & lighting update
- Discussion/update on STOL event
- Discussion/possible action to direct staff on farm ground lease
- Discussion/possible action on jet fuel
- Discussion/possible action on airport gate
- Flight simulator/club update

7. Airport Manager Comments

8. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY

October 12, 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: Tom Schmitz, Travis Meyer, Scott Hammer, Mark Putnam and David Ley. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Tom Becker, Karma Schulte and Jim Hoffman Becker Flying Service, Alexander Metcloff Wayne Stater, Sandy Hoffman and David Zach.

Putnam moved and Meyer 2nd to approve the minutes of the September 14, 2020 regular meeting and September 21, 2020 special 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 Hammer 2nd to accept all the claims presented as of October 12, 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 that the motion to loan Northeast Nebraska Aviators \$100,000 passed in the September 14th meeting replace the previous motion of \$50,000. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Schmitz moved and Hammer 2nd to make repairs, improvements and maintenance up to \$50,000 as necessary for the upcoming STOL event at the airport. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer, Putnam and Ley. 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 6:50 PM.

David R. Ley, Secretary

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
OCTOBER 31, 2020

PREVIOUS BALANCE 71,507.04

DEPOSITS:

Interest on checking account	14.27
Avgas	4,299.64
County Treasurer	5,004.29
State of NE	186,219.61
Transfer from MM (flying club)	183,525.00
Accounts receivable	4,805.06

383,867.87

TOTAL AVAILABLE 455,374.91

CLAIMS:

Claims Paid October 235,753.35

BOOK BALANCE AS OF OCTOBER 31, 2020 219,621.56

Plus Outstanding Checks 4,705.80

Less Outstanding Deposits 0.00

BANK BALANCE AS OF OCTOBER 31, 2020 224,327.36

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
	Transfer to checking cost of flight simulator			
11/19/2019			\$ (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
	Transfer to checking cost of jet fuel truck			
9/28/2020			\$ (28,500.00)	\$ 898,545.04
9/30/2020	Interest earned	0.707	535.73	\$ 899,080.77
	Transfer to checking cost of loan to flying club, retro flying club employment agreement, and OGP 1st payment			
10/12/2020			\$ (183,525.00)	\$ 715,555.77
10/30/2020	Interest earned	0.62493	421.41	\$ 715,977.18

WAYNE MUNICIPAL
AIRPORT AUTHORITY
October 28, 2020

Ck # 7932 Northwest Ohio Towing & Recovery- Jet fuel truck transport..... 3,939.00

November 9, 2020

Ck # 7933 A&R Const.- AIP 3-31-0086-015/016 #1..... 124,523.74

Ck # 7934 Ace Hardware- Cleaning supplies 78.75

Ck # 7935 American Broadband- Telephone 93.23

Ck # 7936 Appeara- Rugs & mops..... 61.94

Ck # 7937 Becker Flying Service –
 Managers contract3,000.00
 Less FBO lease (100.00)
 Less storage bldg. (61.00)2,839.00

EFT Black Hills Energy- Natural gas201.85

Ck # 7938 Bomgaars- Screws, filter, extension cords, drill bits158.44

Ck # 7939 CenturyLink- DSL88.99

Ck # 7840 City of Wayne
 AWOS15.39
 Apron lighting21.53
 House.....126.87
 Terminal/hangar672.29
 Shop.....89.60
 Office & irrigation.....229.41
 Ads/notices40.01
 Treasurer’s Fee500.00
 1,695.10

EFT Department of Aeronautics –
 Hangar Loan H061,182.00
 Hangar Loan H071,391.00
 AWOS383.33
 2,956.33

Ck # 7841 Heartland Nat. Gas- Natural gas13.68

Ck # 7842 Jim Hoffman- Digital TV.....49.99

Ck # 7843 Johnny’s Pest Control- Pest control.....50.00

Ck # 7844	Milo Meyer Const- Grass runway work	1,462.50
Ck # 7845	Northeast Nebraska Aviators Inc.-Employment Agmt. Nov 2020.....	2,200.00
Ck # 7846	Northeast Nebr. Insurance Agency- Insure fuel truck	193.00
Ck # 7847	Olsson	
	AIP 3-31-0086-0014 Final	\$6,555.52
	AIP 3-31-0086-015/016 #11	\$11,416.31.....17,971.83
Ck # 7848	Stanley Petroleum- Thermal paper	52.50
Ck # 7849	Tom Hansen, CPA- Bookkeeping DR4420	240.00
Ck # 7850	Two Mile Island	
	96 Explorer power seat switch	\$155.83
	13 F250 oil change/reset tpms.....	\$126.57.....282.40
EFT	Verizon – Cell phone	111.97
Ck # 7851	Wisner West- Fuel	212.47
	TOTAL	\$159,476.71

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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 6th 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 1st 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.

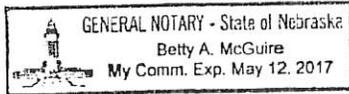
WAYNE MUNICIPAL AIRPORT AUTHORITY,

By Carl Rump
~~Jerome Conradt, Chairman~~
Carl Rump Vice

Jason Heithold
Jason Heithold, Tenant

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

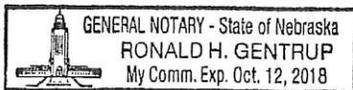
The foregoing instrument was acknowledged before me this 12th day of January, 2015, by Jerome Conradt, on behalf of Wayne Municipal Airport Authority, Owner.



Betty A. McGuire
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 2nd day of JANUARY, 2015, by Jason Heithold, Tenant.



Ronald H. Gentrup
Notary Public