

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AGENDA
January 11, 2021
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. Election of Officers

6. New Business

- Approve authorized signatures at Elkhorn Valley Bank
- Approve hangar leases

7. Old Business

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

8. Airport Manager Comments

9. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY

December 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 by Chairman Travis Meyer pursuant to the Governor's Executive Order NO. 20-36, this meeting was held by video/telephone conference. The following members were present: Tom Schmitz, Travis Meyer, Scott Hammer, Mark Putnam and David Ley. Also, attending the meeting were Dawn Navrkal, Tom Becker, Karma Schulte and Jim Hoffman Becker Flying Service, Curtis Christensen Olsson Inc., Dom Consoli, Rod Tompkins, and Dana Tompkins.

Schmitz moved and Hammer 2nd to approve the minutes of the November 9, 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.

Meyer moved and Schmitz 2nd to accept all the claims presented as of December 14, 2020. 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 Meyer 2nd to approve the Nebraska Department of Transportation Capital Improvement Plan. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer Putnam and Ley. Nays: None. The Chairman declared the motion carried.

There was discussion on possibility of private hangers. Rod and Dana Tompkins showed interest in placing a hanger on the airport. More information will be given in future meetings.

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 6:31 PM.

David R. Ley, Secretary

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
DECEMBER 31, 2020

PREVIOUS BALANCE 234,932.14

DEPOSITS:

Interest on checking account	23.42
Avgas	4,682.08
County Treasurer	115.57
State of NE	241,771.00
FEMA/NEMA	19,630.83
Accounts receivable	1,648.40

267,871.30

TOTAL AVAILABLE 502,803.44

CLAIMS:

Claims Paid December 284,151.31

BOOK BALANCE AS OF DECEMBER 31, 2020 218,652.13

Plus Outstanding Checks 58,184.25

Less Outstanding Deposits 0.00

BANK BALANCE AS OF DECEMBER 31, 2020 276,836.38

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
11/30/2020	Interest earned	0.548	\$ 321.67	\$ 716,298.85
12/31/2020	Interest earned	0.548	\$ 332.55	\$ 716,631.40

WAYNE MUNICIPAL
AIRPORT AUTHORITY
January 11, 2021

Ck # 7977	American Broadband- Telephone.....	93.86
Ck # 7978	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.....	621.52
Ck # 7979	Bomgaars- Screen door closer, door pull	22.78
Ck # 7980	CenturyLink- DSL.....	88.99
Ck # 7981	City of Wayne	
	AWOS.....	20.69
	Apron lighting.....	50.17
	House.....	277.63
	Terminal/hangar.....	1,079.77
	Shop.....	122.50
	Office & irrigation.....	148.22
	Data plan iPad.....	40.01
	Treasurer's Fee.....	500.00
		2,238.99
EFT	Department of Aeronautics –	
	Hangar Loan H06.....	1,182.00
	Hangar Loan H07.....	1,391.00
	AWOS.....	383.33
		2,956.33
Ck # 7982	Felt Farms- Drilled along runways.....	360.00
Ck # 7983	Jim Hoffman- Digital TV.....	49.99
Ck # 7984	Koenig Enterprises- Fairgrounds mix.....	3,262.50
Ck # 7985	Milo Meyer Construction- Prep for runway.....	7,575.00
Ck # 7986	Northeast Nebraska Aviators Inc.-Employment Agmt. Jan 2021.....	2,200.00
Ck # 7987	Northeast Nebraska Ins. Agency- Airport Liability Ins.....	4,450.00

Ck # 7988	Richard's Electric	
	Inv 1665- Lamp replacement	\$768.39
	Inv 1685- Beacon repair	\$2,199.93
	Inv 1699- PAPI power surge	\$5,890.74
	Inv 1687- RWY 18/36 power surge	\$5,730.17
	Inv 1671- Vault Building	\$38,000.08
		52,589.31
Ck # 7989	Sapp Bros Petroleum- Avgas.....	12,873.00
EFT	Verizon – Cell phone	111.97
	TOTAL	\$92,333.24

Hangar Leases 2021

Received

Scott Morgan
Brian Nelson
Karen Zach
Dave Zach
Lyle Carlson
Aaron Mathis
Terry Meyer
Albers Feedlot- Blake Albers
Arnold Rief

Not Received

Curt Christensen
Dennis Dangberg (2)
Doug Nelson
Norm Slama
Todd Luedeke
Northeast Nebraska Aviators

CHAN GURNEY AIRPORT HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the City of Yankton, South Dakota, a municipal corporation ("LESSOR") and _____ ("LESSEE").

WITNESSETH:

WHEREAS, the City of Yankton is the owner of the Chan Gurney Airport, and the City deems it proper to enter into a lease with the Lessee and the Lessee desires to lease a portion of the airport property under the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed between the Lessor and the Lessee herein as follows:

1. **REAL PROPERTY, INGRESS & RELOCATION.** The Lessee shall be privileged to maintain an airplane hangar facility on the "real property" hereinafter described as:

A tract of land _____ Square Feet identified as Hangar Location Number _____ on the attached Chan Gurney Airport Leases Map located on Airport Lot A-4 in the N-1/2 of the NE-1/4 of Section 6, T93N, R55W, and

If applicable; a tract of land ___ ft x ___ ft adjacent to the above referenced hangar in the location identified by the City Manager, such space being leased for approved hangar support uses including fuel equipment, vehicle parking and paved access, ___.

This lease does not grant to Lessee any license or right to use any part of the airport premises other than the "real property" identified above. However, the Lessee, as a part of the usual and ordinary manner of operating the hangar, shall have right of ingress and egress therefrom.

If the Lessor makes a substantial change to the airport so as to necessitate a change in location of aircraft hangars, then the Lessor shall have the right to require the Lessee to relocate their aircraft hangar. If the required move is the result of a decision by the lessor, state or federal agency, the relocation costs shall be paid by the lessor with the possible assistance of applicable outside funding sources. The cost will

be determined by the lowest cost option of a minimum of two proposals if completed by the lessor (documentation provided to the City or through a proposal / bidding process as required by law if completed by the City. After written notice thereof, the Lessee shall have a reasonable time in which to complete the relocation.

2. **TERM, RENEWAL & TERMINATION.** The “initial term” of this lease shall begin upon the date of the execution of this lease through December 31st, 2024. This lease shall automatically be renewable for two additional five-years terms (“Subsequent Terms”). Extension beyond such term shall be solely within the discretion and at the option of the Lessor.

In instances where leases transfer, the new lessee shall be governed by the terms of the lease of record. However, in order to have uniform lease renewals, terms for transferred leases and leases of new spaces shall be established in a manner that matches the dates of the initial terms and subsequent terms as described above. Lease transfers or new leases originating after 2019 shall receive an option for an additional five-year subsequent term.

The Lessor shall provide 30 days for the Airport Board to make a recommendation prior to Lessor’s granting approval of any terms beyond the Subsequent Terms granted herein. Following as such, this lease is not automatically renewable at the end of a subsequent term. If tenant declines to renew, tenant shall provide written notice to terminate no less than ninety (90) days prior to the end of the then-current term.

3. **RENT.** Lessee shall pay rent to the Lessor. The rent shall be the sum of \$.10 per square foot of leased area (building and approved hangar support uses including fuel equipment, vehicle parking and paved access) per year. The amount of the rent may be adjusted through a process including an Airport Board recommendation near the end of each subsequent term.

The Lessor reserves the right to adjust the rent for any calendar year during any Subsequent Term; however, Lessor shall first provide an opportunity for the Airport Board to preliminarily review the proposed increase and provide a recommendation to the Lessor as herein described. Any such adjustment shall not be in increments greater than one (1) cent per square foot, unless a larger increase is recommended by the Airport Board and approved by the Lessor. The Lessor shall provide thirty (30) days for the Airport Board to make a recommendation prior to considering any rent adjustment. Any rental increase shall also require thirty (30) days prior written notice to the Lessee and shall be effective January 1 of the year immediately following the Lessor’s decision to increase rent.

Lessee shall pay the rent on a yearly basis beginning in 2020. Each year's rent shall be due to the Lessor by the 10th of January each year.

4. **HANGAR OWNERSHIP.** The hangar shall remain the property of the Lessee, their successors or assigns. If the Lessee desires to purchase casualty insurance for their hangar, then he is obligated to pay for the same. The Lessee may remove the hangar from the "real property" by giving written notice to the Lessor thirty (30) days prior to removal of the hangar. After the initial construction of the hangar, the Lessee may not alter or remodel the hangar without the written permission of the Lessor. If the Lessee desires to transfer ownership of the hangar, and the hangar shall remain on the "real property," then transfer shall be subject to prior written approval of the Lessor. In the event Lessee or its Lessor-approved successor(s) in interest should deconstruct or remove the hangar upon termination of this lease or for any other reason, Lessee agrees to complete such deconstruction or removal in a manner that does not damage the real property or personal property of the Lessor, and Lessee shall return the property to its pre-construction condition except as approved by Lessor in writing.

5. **USE.** The "real property" shall be used solely for the purpose of Lessee storing and maintaining aircraft. It is the intent of Chan Gurney Airport, its operations, the City and Federal funding involved to support aviation related activities. Therefore, all hangars are intended to support aviation purposes. While hangars may contain other incidental personal property, their use shall be primarily aviation related. Leases for hangars experiencing little aviation related activity associated with their use may be terminated. Having an aircraft in a hangar that is primarily used for non-aviation purposes also could lead to the termination of a lease to make room for more active aviation uses of the hangar. In the exterior areas surrounding a hangar, Lessee's use shall be limited to temporary vehicle parking and only those other access and storage uses separately referenced within this lease and as otherwise specifically approved by Lessor in writing. No other commercial use is permitted on the "real property" or within the hangar. The Lessee shall not store gasoline or other combustible material on the premises with the following limited exceptions:

- (a) Fuel in the fuel tank of aircraft or other motorized vehicles;
- (b) Quantities of flammable and combustible liquids in excess of 10 gallons used for maintenance purposes and for the operation of aircraft maintenance equipment may be kept upon the premises, but shall be stored in liquid storage cabinets only in accordance with International Fire Code Section 3404.3.2.; and

- (c) Quantities of flammable and combustible liquids not exceeding 10 gallons may be stored upon the premises outside of a cabinet when in approved flammable liquid storage containers only in locations approved by Lessor.
- (d) Quantities of flammable and combustible liquids (and storage methods) as separately approved in writing by Lessor for hangar support purposes.

The Lessee agrees to comply with all Federal (including U. S. Environmental Protection Agency and The Federal Aviation Administration), State and Municipal laws, rules, statutes, ordinances and regulations that are applicable to the operation of the airport, as they exist today or are amended hereafter.

Lessee shall assume all costs for utility relocation, hangar access apron construction or any other type of work needed to make the premises suitable for the construction and use of said airplane hangar. The lessee further agrees to maintain the premises in good appearance and maintain the building in good repair.

6. **SUB-LET.** Lessee shall not assign or sub-let the “real property” or “hangar” without prior written approval from the Lessor.

7. **NON-DISCRIMINATION.** The Lessee, in the use of the leased premises, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part XV of the Federal Aviation Regulations. Lessee further agrees to comply with any requirement made to enforce the foregoing covenant which may be demanded of the Lessor by the United States.

8. **LIABILITY INSURANCE.** At all times during the term of this lease, and during any extension or renewal term thereof, the Lessee shall be obligated to carry and to pay for liability insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00), for any personal injury or property damage for which the Lessee might become liable due to the possession, construction, operation and maintenance of the aircraft hangar. A certificate of insurance certifying that said insurance is in full force and effect shall be filed with the City Finance Office on January 10th of each year.

9. **LIABILITY.** The Lessee herewith agrees to hold the City of Yankton harmless by reason of destruction by fire, wind, storm, tornado, or Act of God, of the hangar and its contents.

Except as otherwise prohibited by law, Lessor shall not be liable for any damage, either to person or property, sustained by any person not due directly to the act or omission of the Lessor. As such, Lessee shall indemnify and hold Lessor harmless against all liabilities, obligations, damages, penalties, claims, costs, expenses, and losses, including attorneys fees, paid or as a result of or in connection with Lessee's use or occupancy of the "Real Property" and the hangar, during the term of the lease as a result (a) of any breach by Lessee, Lessee's agent, contractors, employees, customers, invitees, licensees, of any covenant or condition of this lease required to be performed by the Lessee hereunder or (b) of any accident that may occur in or about the "Real Property" or improvements thereon, or the hangar, caused by Lessee's failure to comply with any governmental authority, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agent, contractors, employees, customers, invitees or licensees. Lessor is hereby subrogated to all rights of Lessee against any other parties in connection with any such injury or damage. If any claim is initiated against Lessee or Lessor due to Lessee's actions associated in any manner with this leasehold, Lessee shall give prompt notice to Lessor.

10. **INSPECTION & CANCELLATION.** The Lessee agrees that the City of Yankton may cause the "real property" and hangar to be inspected for the purpose of identifying violations of Federal, State, and Municipal laws. This provision is not subject to arbitration.

If the Lessor identifies violations thereof, then the Lessor shall give written notice, return receipt requested, to the Lessee who shall be permitted thirty (30) days from the date of said notice in which to correct the law violations. In the event Lessee shall fail to correct the law violations noted therein within thirty (30) days after the receipt of the written notice, then the Lessor shall have authority to cancel and forfeit this lease. In such case, the Lessee shall be given sixty (60) days after the expiration of the original thirty (30) days to remove their property from the "Real Property" or to forfeit same. Lessee agrees that in the event he fails to remove their property from the "Real Property" within said period, then the Lessee's personal property shall be forfeited to the City of Yankton and Lessee shall lose all right, title and interest therein.

11. **BREACH.** Other than the inspection procedure noted above, if a party believes that the other has breached this lease, then the party alleging the breach shall provide written notice, via certified mail, to the Lessee in which it identifies the alleged breach of the terms hereof and notice of the time in which the breach shall be

cured. Failure to cure during said reasonable period shall constitute a breach of this lease. Thereafter, the party alleging the breach may then request arbitration.

12. **ARBITRATION**. Except as herein provided, all disputes arising under the terms of the Agreement and not settled between the parties hereto shall be subjected to arbitration as provided by SDCL 21-25A. However, the parties reject the second sentence of SDCL 21-25A-14 and agree that any hearing by arbitrators requires the presence of all arbitrators. In addition, each party shall choose one arbitrator of its choice and those chosen arbitrators shall choose a third arbitrator.

13. **RELATIONSHIP OF PARTIES**. Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent, employee and employer, of partnership or of joint venture between the parties hereto.

14. **NON-WAIVER**. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party, or a court, as a waiver of a subsequent breach of the same covenant, term or condition. The party requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.

15. **HEADINGS**. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such articles.

16. **BINDING EFFECT**. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

17. **FORCE MAJURE**. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The provisions of this shall not operate to excuse Lessee from prompt payment of rent, percentage rent, additional rent or other monetary payments required by the terms of this Lease.

18. **RECORDATION.** Lessee shall not record this Lease. However, the Lessee may file a Memorandum; the recording fee shall be paid by the Lessee.

19. **ACCEPTANCE OF PAYMENT.** No Payment by Lessee, or receipt by Lessor, of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due. Nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction.

20. **SEVERABILITY.** If any portion of this agreement is found to be unenforceable, then the remainder shall remain in full force and effect.

21. **GOVERNING LAW & CHOICE OF VENUE.** The laws of the State of South Dakota and the City of Yankton shall govern the validity, performance and enforcement of this Lease. Furthermore, the parties agree that the venue for filing any action shall be Yankton County.

22. **INTEGRATION.** This agreement contains the entire understandings between and among the parties, both written and oral, and superse des any prior understandings and agreements among them, both written and oral, respecting the subject matter of this agreement.

23. **AMENDMENT.** This lease agreement shall not be modified without a written agreement between the parties thereof. Any such agreement which is not in writing is null and void. Administrative adjustments of the Hangar Location Map or the approved hangar support uses are not considered an amendment.

24. **ABANDONMENT.** If any time during the term of the lease the Lessee abandon the premises, then the Lessor may, at its option, enter the "real property," by any means, without being liable for prosecution or civil damages, and relet the premises for the whole or any part of the then unexpired term. Thereafter, the Lessor may receive and collect all rent payable by virtue of such reletting. And, at Lessor's option, it may hold the Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term if this lease had continued and the net rent for such period realized by Lessor by means of such reletting.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year first above written.

LESSOR
CITY OF YANKTON, SOUTH DAKOTA
A Municipal Corporation

ATTEST

By: Amy Leon, City Manager
As authorized by City Commission action.

Al Viereck, Finance Officer

LESSEE

Printed name here

Signature

Address: _____

Phone No: _____

Mobile Phone: _____

Email: _____

PROJECT NO: 019-1191
DRAWN BY: JDB
DATE: 12/20/20

FARMABLE GROUND AREA
STAN MORRIS FIELD, WAYNE NEBRASKA

olsson
601 P Street, Suite 200
Lincoln, NE 68508
TEL: 402.774.8311

EXHIBIT
1

