

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AGENDA
April 11, 2022
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

- Discussion/possible action regarding Black Hills billing FBO
- Discussion/possible action regarding sublease request
- Discussion/possible action mowing Lions Club campground

6. Old Business

- Discussion/possible action regarding airport security/cameras/technology
 - i. Brian Kesting will be available for questions
- Parallel taxiway to runway 18/36 paving & lighting update
- Discussion/possible action regarding light poles at end of runway
- Discussion/possible action on maintenance/corporate hangar
- Discussion/update on STOL event
- Discussion/possible action on jet fuel truck
- Flight simulator/club update

7. Airport Manager Comments

8. Adjourn

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
MARCH 31, 2022

PREVIOUS BALANCE 38,712.56

DEPOSITS:

Interest on checking account	7.48
Avgas	6,761.46
County Treasurer	4,054.43
Accounts receivable	554.60
ARPA Grant	32,000.00
State of NE	259,804.00
Transfer from MM	91,137.85

394,319.82

TOTAL AVAILABLE 433,032.38

CLAIMS:

Claims Paid March 366,967.43

BOOK BALANCE AS OF MARCH 31, 2022 66,064.95

Plus Outstanding Checks 260.00

Less Outstanding Deposits 0.00

BANK BALANCE AS OF MARCH 31, 2022 66,324.95

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
10/12/2020	Transfer to checking cost of loan to flying club, retro flying club employment agreement, and OGP 1st payment		\$ (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
1/31/2021	Interest earned	0.548	\$ 333.61	\$ 716,965.01
2/28/2021	Interest earned	0.548	\$ 301.46	\$ 717,266.47
3/31/2021	Interest earned	0.50009	\$ 304.71	\$ 717,571.18
4/30/2021	Interest earned	0.449	\$ 264.86	\$ 717,836.04
5/31/2021	Interest earned	0.31696	\$ 193.27	\$ 718,029.31
6/30/2021	Interest earned	0.15	\$ 88.53	\$ 718,117.84
7/31/2021	Interest earned	0.15	\$ 91.49	\$ 718,209.33
8/31/2021	Interest earned	0.0887	\$ 54.11	\$ 718,263.44
9/30/2021	Interest earned	0.05	\$ 29.52	\$ 718,292.96
10/31/2021	Interest earned	0.05	\$ 30.50	\$ 718,323.46
11/30/2021	Interest earned	0.05	\$ 29.52	\$ 718,352.98
12/31/2021	Interest earned	0.05	\$ 30.51	\$ 718,383.49
1/31/2022	Interest earned	0.05	\$ 30.51	\$ 718,414.00
2/28/2022	Interest earned	0.05	\$ 27.56	\$ 718,441.56
3/14/2022	Transfer to checking Est #8- Final & Est #25- Final		\$ (91,137.85)	\$ 627,303.71
3/31/2022	Interest earned	0.05	\$ 28.26	\$ 627,331.97

WAYNE MUNICIPAL AIRPORT AUTHORITY
March 14, 2022
5:30 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Council Chambers – Wayne City Hall on the above date and time by Chairman Travis Meyer. The following members were present: Travis Meyer, Tom Schmitz, Scott Hammer, Mark Putnam, and David Ley. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Karma Schulte and Jim Hoffman Becker Flying Service, Curtis Christensen Olsson Inc., Craig Spilker, Dana Tompkins, and Sandy Hoffman.

Meyer moved and Schmitz 2nd to approve the minutes of the February 14, 2022, regular meeting. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer, and Putnam. Nays: None. The Chairman declared the motion carried.

Meyer moved and Schmitz 2nd to accept all the claims presented as of March 14, 2022. 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 Farm Lease to Jason Heithold for 2022 thru 2024 at \$210/acre for 136.19 acres or \$28,599.90 using consideration of STOL inconveniences. 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 we approve monetary support for STOL when requested of no more than \$50,000.00 for 2022. 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 7:29 PM.

David R. Ley, Secretary

WAYNE MUNICIPAL
AIRPORT AUTHORITY
April 11, 2022

Ck # 8256	American Broadband- Phone.....	121.61
Ck # 8257	Appeara- Rugs & mops.....	61.94
Ck # 8258	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	1,182.88
Ck # 8259	CenturyLink- DSL	88.99
Ck # 8260	Chesterman Co- Water & rental.....	23.00
Ck # 8261	City of Wayne AWOS.....31.28 Apron lighting.....103.10 House296.99 Terminal/hangar.....1,128.87 Shop.....194.70 Office & irrigation146.64 Data plan iPad.....40.01 Insurance.....2,484.94 Postage.....17.47 Ads/notices14.32 Treasurer’s fee500.00	4,958.32
EFT	Department of Aeronautics – Hangar Loan H06.....1,182.00 Hangar Loan H07.....1,391.00 AWOS.....383.33	2,956.33
Ck # 8262	Jim Hoffman- Digital TV.....	50.54
Ck # 8263	Johnny’s Pest Control- Pest control	50.00
Ck # 8264	Lutt Oil- Fuel	121.88
Ck # 8265	Northeast Nebraska Aviators Inc.-Employment Agmt. April 2022.....	2,200.00
EFT	Verizon – Cell phone	77.15
TOTAL		\$14,731.64

WAYNE AIRPORT AUTHORITY
FIXED-BASE OPERATOR'S LEASE

This agreement executed this 1st day of January 2019 by and **between WAYNE AIRPORT AUTHORITY**, hereinafter referred to as "**Authority**", and Becker Flying Service, Inc., hereinafter referred to as "**Lessee**".

WHEREAS, Authority operates the Wayne Municipal Airport located in the East Half of the Southeast Quarter (E½SE¼) of Section Eight (8), Township Twenty-six (26) North, Range Four (4), East of the 6th p .M., Wayne County, Nebraska, and the Authority is willing to lease to the Lessee, certain premises herein described, subject to the terms and conditions stated herein; and

WHEREAS, Lessee is permitted to engage in the business of air transportation, flight training, aircraft maintenance, and other general aviation activities.

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

1. This lease entitles Lessee to certain **non-exclusive** privileges in connection with the Wayne Municipal Airport. In performing these non-exclusive privileges, it is agreed that the Lessee is not an employee of the Wayne Airport Authority, but is self-employed and an independent contractor.

2. Authority does hereby lease to Lessee, the buildings and improvements located on Authority's premises as follows:

- A. Small business building (Authority provides utilities)
- B. House (Authority provides utilities)
- D. East shop hangar @ \$1,100 per month plus utilities
- E. Radio and telephone equipment.
- F. **New shop hangar (Authority provides utilities)**
- G. New terminal (Authority provides utilities)
- H. Old storage building @ \$61.00 per month (Authority provides utilities)

The Lessee is responsible for maintenance on all leased equipment, except for normal wear and tear. The house and east shop hangar **may be sublet** by the Lessee and the Lessee may only negotiate a cash rent agreement with a sub-tenant.

3. Authority grants Lessee the non-exclusive right to engage in general aviation activities, including, but not limited to, flight training school, aircraft maintenance and repair, aircraft charter, aircraft sale and rental, aerial photography, aerial advertising and surveying, agricultural spraying, sale of oil, and said premises shall be used for general aviation purposes and no other purposes.

4. In consideration of the **lease of space** herein provided and permission to perform said services, Lessee agrees to pay to Authority, the sum of \$100.00 per month, with said amount payable to Authority in advance on the first day of each and every month.

5. The term of this lease shall be for a period of (5) five years commencing January 1, 2019.

6. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Authority reserves the right to grant to others, the privilege and right of conducting anyone or all of the aeronautical activities listed herein, or any other activity of an aeronautical nature.

7. Lessee agrees to furnish the service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make reasonable and non-discriminatory discounts, rebates, or other similar types: of price reductions to volume purchasers.

8. The Lessee, for himself, heirs, personal representatives, successors, and assigns, does hereby covenant and agree, as a covenant running 'with the land, that in the event facilities are constructed, maintained, or otherwise operated on said property described in this lease, for a purpose for which a department of transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-Discrimination In Federally Assisted Programs of the Department of Transportation, and as said regulations may be hereafter amended.

9. The Lessee, for himself, personal representatives, successors, and assigns, does hereby covenant and agree:

A. No person on the grounds of race, color, disability, gender, religion, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. That in the construction of any improvements on, over, or under such demised premises and the furnishing of services thereon, no person on the grounds of race, color, disability, gender, or religion, or national origin shall be excluded from participation in, denied the benefits, or otherwise be subjected to discrimination.

C. The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR, part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended hereafter.

10. This lease shall become subordinate to provisions of any existing or future agreement between the Authority and the United States of America, or any agency thereof, relative to the operation, development, or maintenance of the airport, the execution of which has been or may

be required as a condition precedent to the expenditure of federal funds for the development of the airport.

11. Lessee may not assign or transfer this lease or any interest therein, or sublet the premises or any part thereof, without written consent of the Authority, and any attempt at assignment, transfer, or subletting shall be void and, at the option of the Authority, deemed sufficient grounds for cancellation and termination of this lease.

12. Lessee shall comply with all applicable state or federal rules, regulations, statutes, and laws, and all rules, regulations, and ordinances of the Authority and the City of Wayne, including, but not limited to, the standards and requirements for fixed-base operators promulgated by the Authority or any other authority having jurisdiction.

13. Lessee 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 Lessee, Lessee's agents, servants, invitees, and employees, and for such purpose Lessee agrees to carry liability insurance naming the Authority as additional insured in an appropriate amount to be determined by the Authority, and Lessee agrees to 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.

14. The Authority covenants and agrees to hold Lessee 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 that is solely the liability of the Authority, its agents, servants, invitees, and employees, and for such purpose the Authority carries liability insurance in an appropriate amount determined by the Authority.

15. Lessee agrees to keep property insurance on the leased premises pursuant to the following conditions.

A. Lessee will keep the property of the Authority insured against hazards and casualties and will procure and deliver to the Authority a certification from the insurance company to that effect;

B. The Authority shall keep the premise insured against hazards and casualties and shall procure and deliver to the Lessee a certificate from the insurance company to that effect.

C. If during the term of this lease, the premise shall be destroyed by fire, natural disaster, or other casualty, or taken by eminent domain, or condemned under police regulations, or partially destroyed, so as to render the premises wholly unfit for occupancy, and if said premises shall be so badly damaged that they cannot be repaired within 60 days from the date of the damages, or in the event the Authority elects not to repair the facilities, this lease shall terminate and become null and void from the date of such damage. Lessee shall immediately surrender said premises and rent shall be prorated to the time of such surrender. If said premises shall be repairable within 60 days from the occurrence of such damage and the Authority elects to repair

the facility, the rent shall not accrue for such building or facility while the repairs are underway, but shall recommence immediately after said repairs have been completed. In case of termination of this lease under this numbered paragraph, the Authority may re-enter and repossess said premises discharged of the lease and may remove all parties therefrom. If, however, said premises shall be so slightly damaged by fire or other casualty as not to be rendered unfit for occupancy, then the Authority shall repair the same within a reasonable time and the rent accrued shall not cease or be terminated by reason of said damage.

16. Lessee agrees that no signs or advertising materials shall be placed or erected upon the premises without the prior written consent of the Authority.

17. Lessee agrees that it will not exercise or grant any right or privilege which would operate or prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees, including, but not limited to, maintenance and repairs, and Lessee shall have the non-exclusive use in common with others to the airport landing facilities, parking areas, runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the takeoff, flying, landing, and operation of aircraft.

18. Authority reserves the right (but shall not be obligated to the Lessee) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

19. Authority reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it deems appropriate, regardless of the desires or views of Lessee, and without interference or hindrance.

20. Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of Authority, would limit the usefulness of the airport or constitute a hazard to aircraft.

21. Authority reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem appropriate.

22. Authority agrees to remove all snow and weeds from around the premises and shall do such work as is necessary to keep open the aprons, runways, and other public facilities at said airport, insofar as is possible and in cooperation with the Lessee. (Services provided as part of the Airport Management Agreement.)

23. Both parties reserve the right to cancel this lease upon giving the other party a thirty day advance written notice of such intention.

24. At the expiration or termination of this lease, the Lessee agrees that it will give peaceful possession of the demised premises in as good condition as they now are, ordinary wear

and tear excepted, and Lessee shall promptly remove all of his aircraft, tools, and equipment from the premises.

25. This agreement shall be binding upon the heirs, personal representatives, successors, trustees, receivers, and assigns of the parties hereto.

26. Lessee shall not sublet the premises, in whole or in part, without the written consent of the Authority.

WAYNE AIRPORT AUTHORITY,

By Thomas R. Schmitz
Chairman

Karma Schulte
Lessee, Becker Flying Service, Inc.

Beth Porter - RE: [External] Lease east 100x100 hangar

From: Dana Tompkins <dana@heritageind.com>
To: Beth Porter <bporter@cityofwayne.org>
Date: 3/29/2022 2:59 PM
Subject: RE: [External] Lease east 100x100 hangar
Attachments: 2022 Lease Agreement.pdf

I intend to sublease half of the hangar to Blake Albers or his corporation. Please add this to the meeting agenda. Thanks.



Dana Tompkins

dana@heritageind.com | 402-375-4770

Fax: [402-375-4773](tel:402-375-4773)

Heritage Homes of Nebraska

1320 E 7th Street, PO Box 37, Wayne, Nebraska 68787

www.heritagehomesofne.com



From: Beth Porter [bporter@cityofwayne.org]
Sent: Tuesday, March 29, 2022 1:29 PM
To: Dana Tompkins <dana@heritageind.com>
Subject: Lease east 100x100 hangar

Hi Dana,

I spoke with Amy Miller regarding you taking over the lease for the 100x100 east hangar at the airport effective April 1st.

I will need a signed lease from you for this. She also instructed that if you are planning on subleasing to Blake Albers you would need to request that in writing from the Board so it could be approved and documented in their minutes.

Please sign and return the attached lease. If you are planning on subleasing to Albers you can respond to this message indicating your intention and it can be presented to the Airport Authority Board at their April meeting.

Please let me know if you need anything additional.

Thanks,

Beth Porter

Finance Director

Beth Porter - Airport Security Cameras

From: Brian Kesting
To: Beth Porter
Date: 3/14/2022 4:20 PM
Subject: Airport Security Cameras

Beth, some rough numbers for an Airport Camera system:

WAYNE AIRPORT SECURITY CAMERA OPTIONS

1 - Alibi 4-channel NVR Recorder \$299.99
1 - 4 TB Internal Hard Drive \$269.99

Camera Options

ALI-NS4114R	4.0 Megapixel, 165' IR, Varifocal, Bullet Style	\$499.99 ea
ALI-NS1012VR	2.1 Megapixel, 65' IR, Fixed Focus, Dome	\$199.99 ea
ALI-NS2126R	6.0 Megapixel, 100' IR, Varifocal, Dome	\$499.99 ea
ALI-NS4116R	6.0 Megapixel, 170' IR, Varifocal, Bullet Style	\$529.99 ea
ALI-NS4012R	2.0 Megapixel, 100' IR, Fixed Focus, Bullet	\$239.99 ea
ALI-NP3014RH	4.0 Megapixel, 165' IR, Varifocal, Bullet	\$959.99 ea

There are likely other camera options, but these are a good mix of starter choices. The recorder quoted will support up to four cameras.

Brian