

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
AGENDA  
October 10, 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 record of negotiations
  - i. 2 Bay Box Hangar project
- Discussion/possible action regarding hangar lease
- Discussion/possible action regarding fencing at airport

6. Old Business

- Update/possible action re: state inspection
- Parallel taxiway to runway 18/36 paving & lighting update
- Discussion/update on corporate hangar
- Discussion/possible action on STOL event commitment
- Discussion/possible action on jet fuel truck
- Flight simulator/club update
- Discussion/possible action on hangar door maintenance
- Update on State Aeronautics Commission meeting 10/21/22

7. Airport Manager Comments

8. Adjourn

WAYNE AIRPORT AUTHORITY  
BANK SUMMARY  
CHECKING ACCOUNT  
SEPTEMBER 30, 2022

PREVIOUS BALANCE 42,130.52

DEPOSITS:

Interest on checking account	13.62
Avgas	3,855.12
County Treasurer	25,295.34
Accounts receivable	2,554.60
Farm income	28,599.90
	60,318.58

TOTAL AVAILABLE 102,449.10

CLAIMS:

Claims Paid September 25,688.04

BOOK BALANCE AS OF SEPTEMBER 30, 2022 76,761.06

Plus Outstanding Checks 260.00

Less Outstanding Deposits 0.00

BANK BALANCE AS OF SEPTEMBER 30, 2022 77,021.06

**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
4/30/2022	Interest earned	0.05	\$ 25.78	\$ 627,357.75
5/9/2022	Transfer to checking OGP contract costs for 2022 Mayday event		\$ (61,628.25)	\$ 565,729.50
5/31/2022	Interest earned	0.05	\$ 24.70	\$ 565,754.20
6/30/2022	Interest earned	0.05	\$ 23.25	\$ 565,777.45
7/31/2022	Interest earned	0.14677	\$ 70.53	\$ 565,847.98
8/31/2022	Interest earned	0.2	\$ 96.12	\$ 565,944.10
9/30/2022	Interest earned	0.45	\$ 104.62	\$ 566,048.72

**WAYNE MUNICIPAL AIRPORT AUTHORITY**  
**September 12, 2022**  
**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: Travis Meyer, Scott Hammer and Tom Schmitz. Also attending the meeting were Beth Porter Airport Authority Treasurer, Jim Hoffman (Becker Flying Service) and Wayne High School students Talia Meyer and Erin Avery.

**Approval of minutes:** Motion was made to approve the August 2022 minutes by Travis Meyer and 2<sup>nd</sup> by Scott Hammer. Vote called – Travis Meyer, Yea. Scott Hammer, Yea. Tom Schmitz, Yea. Nay's none, Motion carried.

**Approval of claims:** Motion was made to approve the claims by Travis Meyer and 2<sup>nd</sup> by Scott Hammer. Vote called – Travis Meyer, Yea. Scott Hammer, Yea. Tom Schmitz, Yea. Nay's none, Motion carried.

**New business:** Public Hearing for Budget. Resolution 2022-2 Approval and Adoption of 2022-23 Budget. Motion was made by Scott Hammer to approve the 2022-23 Budget, 2<sup>nd</sup> by Travis Meyer. Vote called – Travis Meyer, Yea. Scott Hammer, Yea. Tom Schmitz, Yea. Nay's none, Motion carried.

Information Guide Advertisement – give to N.E.NE. Aviators. OGP contract/event, discussion, bring up next month (put on agenda). Update on hangar tenants: Hangar moves, 4 & 16 are open and are called for. Hangar contracts for next month.

**Old business:** State inspection, tree has been removed, other discrepancies will be taken care of. Corporate hangar, Beth Porter read letter from Curtis Christensen with Olsson's Inc. STOL Event, discussion, all events are open, all Aviation events. Jet fuel truck, grease leak on back of truck. Flight simulator/club update. Computer was down, now back. New officers President - Adam Manoucheri, Treasurer – Paul Karr and Secretary Chris Fischer. State Aeronautics Commission meeting, will be held here, have local cookies, doughnuts, Aqua Pop popcorn, etc.

**Airport Manager comments:** Jim Hoffman reported, fuel pump repair, hangar doors repaired. Check into having doors serviced. Camper area mowing – who is responsible for damages by rocks thrown by mower? Travis Meyer talked with Steve Meyer about needing fill dirt.

**Adjournment:** Meeting adjourned by Chairman Travis Meyer at 6:19pm.

Respectfully submitted

Thomas R Schmitz

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
September 29, 2022

Ck # 8364	Curtis Christensen- Reissue outstanding check (dust damage) .....	260.00
October 10, 2022		
Ck # 8365	Appears- Rugs & mops .....	65.84
Ck # 8366	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.....	241.19
Ck # 8367	Bomgaars- Flags.....	59.98
Ck # 8368	City of Wayne AWOS ..... 16.72 Apron lighting..... 15.64 House ..... 209.87 Terminal/hangar..... 722.36 Shop..... 81.67 Office & irrigation ..... 359.91 Lift station..... 48 Data plan iPad..... 40.01 Insurance..... 2,484.94 Treasurer's fee ..... 500.00 .....	4,431.60
EFT	Department of Aeronautics – Hangar Loan H06 ..... 1,182.00 Hangar Loan H07 ..... 1,391.00 AWOS ..... 383.33 .....	2,956.33
Ck # 8369	Fastwyre-Phone/internet.....	325.34
Ck # 8370	Heartland Fire Protection- Annual inspection.....	336.02
Ck # 8371	Johnny's Pest Conrol- Pest control.....	50.00
Ck # 8372	Northeast Nebraska Aviators Inc.-Employment Agmt. Oct 2022.....	2,200.00
Ck # 8373	Stanley Petroleum- Update/replace decals to meet State inspection .....	208.92
EFT	Verizon – Cell phone .....	83.31
Ck # 8374	Warren Garage Door, Inc- Door repairs.....	580.75
Ck # 8375	Wayne Herald- Ads/notices.....	556.00
TOTAL .....		\$15,194.28

**Wayne Airport**

**Mayday/STOL event**

Airport Authority committed \$50,000 to make repairs, improvements, and maintenance at 10/12/20 meeting

Airport Authority committed additional \$10,000 for Mayday event at 4/12/21 meeting

11/9/2020	Milo Meyer	\$ 1,462.50	Grass runway work	Ck # 7944
12/14/2020	Koenig Enterprises	\$ 1,742.50	Air seeding rye	Ck # 7968
1/11/2021	Felt Farms	\$ 360.00	Drilled along runways	Ck # 7982
1/11/2021	Milo Meyer	\$ 7,575.00	Grass runway work	Ck # 7985
1/11/2021	Koenig Enterprises	\$ 3,262.50	Fairgrounds mix	Ck # 7984
3/8/2021	CopyWrite	\$ 353.20	Mayday printing	CK # 8015
4/12/2021	CopyWrite	\$ 250.59	Mayday printing	Ck # 8032
4/12/2021	Koenig Enterprises	\$ 602.43	Rye/fairgrounds mix	Ck # 8041
4/12/2021	Bearcom	\$ 965.00	Radios	Ck # 8042
4/27/2021	Mr Golf Cart	\$ 2,954.00	Golf carts	Ck # 8043
4/27/2021	Eckophonie	\$ 4,000.00	Band	Ck # 8045
4/27/2021	Flying C	\$ 5,000.00	Production services	Ck # 8046
5/10/2021	Ace Hardware	\$ 420.02	Paint, misc supplies	Ck #8047
5/10/2021	Bomgaars	\$ 147.39	Tarp, ignitor, butane	Ck # 8051
5/10/2021	Danko	\$ 1,200.00	Fire extinguishers	Ck # 8057
5/10/2021	Carhart	\$ 115.88	Rebar & PVC	Ck # 8052
5/10/2021	Sherwin Williams	\$ 142.50	Paint	Ck # 8068
5/10/2021	Copy Write	\$ 639.28	Mayday printing	Ck # 8056
5/10/2021	Wayne Herald	\$ 840.00	Mayday ads	Ck # 8073
5/1/2021	T6 WWII plane	\$ 250.47	66 gallons avgas	
5/10/2021	Wayne Radio Works	\$ 400.00	Mayday STOL	Ck # 8076
5/10/2021	Fredrickson Oil	\$ 152.66	Diesel for generator	Ck # 8060
6/14/2021	Fredrickson Oil	\$ 110.84	Diesel for generator	Ck # 8089
5/18/2021		\$ (2,000.00)	Wayne Co. Grant	
6/14/2021	Bomgaars	\$ 29.50	Hitch, t-post	Ck # 8085
6/14/2021	NMC Inc	\$ 124.22	Rental- light tower	Ck # 8093
6/14/2021	Waste Connections	\$ 890.00	Rolloff	Ck # 8095
6/14/2021	Richard's Electric	\$ 2,297.50	Remove/replace lights for event	Ck # 8099
		<b>\$ 34,287.98</b>		
OGP LLC- STOL contract				
10/12/2020	OGP LLC	\$ 57,125.00	Consulting agreement 1st payment	Ck # 7925
2/8/2021	OGP LLC	\$ 28,562.50	Milestones #1 & #2	Ck # 8003
5/10/2021	OGP LLC	\$ 28,562.50	Milestone #3 and final	Ck # 8067
		<b>\$ 114,250.00</b>		
		<b>\$ 148,537.98</b>	<b>FY 20-21 Total</b>	

**Airport Authority approved monetary support not to exceed \$50,000  
towards 2022 Mayday event at 3/14/22 Airport Authority Mtg**

**FY 21-22**

12/13/2021	Milo Meyer	\$ 3,357.50	Dirt work for STOL event	Ck # 8199
3/14/2022	CopyWrite	\$ 164.00	Posters	Ck # 8249
5/9/2022	Andrea Zara	\$ 165.73	Reimburse SDL fee	Ck # 8272
5/9/2022	Bearcom	\$ 645.00	Rental MAYDAY event	Ck # 8274
5/9/2022	Midwest Sound	\$ 1,890.00	50% deposit MAYDAY event	Ck # 8280
5/18/2022	Crossroads- ATOLL Productions	\$ 4,000.00	Concert performance	Ck # 8288
5/24/2022	Total Graphics	\$ 4,580.00	Banners, shirts, signs	Ck # 8289
5/26/2022	Heartland Beverage	\$ 230.00	Bunker/wagon rental	ACH
6/13/2022	Mr Golfcart	\$ 74.55	Used tires	Ck # 8306
6/13/2022	Mr Golfcart	\$ 2,806.30	Rental MAYDAY event	Ck # 8306
6/13/2022	Pork Belly Ventures LLC	\$ 3,800.00	Shower rental	Ck # 8311
6/13/2022	Bearcom	\$ 555.00	Mayday event radio rental	Ck # 8292
6/13/2022	Innovative Protectives	\$ 346.51	Tarp	Ck # 8300
6/13/2022	Midwest Sound	\$ 1,890.00	Remaining balance Mayday event	Ck # 8305
6/13/2022	City of Wayne (Lutt Oil)	\$ 307.92	Fuel for generator	Ck # 8297
6/13/2022	Odeys	\$ 742.00	Paint	Ck # 8309
6/13/2022	Pac N Save	\$ 19.96	Bakery items	Ck # 8310
6/13/2022	Waste Connections	\$ 709.75	Mayday trash removal	Ck # 8316
6/13/2022	KTCH radio	\$ 350.00	Mayday ads	Ck #8313
6/13/2022	Wayne Herald	\$ 1,500.00	Mayday ads	Ck #8312
7/11/2022	Lutt Oil	\$ 361.72	Fuel Mayday event	Ck #8327
7/11/2022	Elkins Portable Restrooms	\$ 2,320.00	Portable restrooms	Ck # 8325
7/5/2022	Avgas	\$ 1,078.06	211.80 gallons avgas	JN 11811
8/8/2022	Raka rentals- Visa	\$ 776.38	Towable lights	Ck # 8338
		<b>\$ 32,670.38</b>		

**OGP LLC Contract- Board approved moving forward with year 2 contract at June 29, 2021 meeting**

10/11/2021	OGP LLC	\$ 10,207.75	Year two contract execution half	Ck # 8167
2/14/2022	OGP LLC	\$ 10,207.75	Second half contract execution	Ck #8242
4/11/2022	OGP LLC	\$ 10,207.75	Milestone 1&2	Ck # 8268
4/11/2022	OGP LLC	\$ 7,500.00	STOL Drag Addendum #1 1st 1/2	Ck # 8268
5/9/2022	OGP LLC	\$ 10,207.00	Milestone 3 & final payment	Ck # 8286
5/9/2022	OGP LLC	\$ 7,500.00	STOL Drag Addendum #1 2nd 1/2	Ck # 8286
5/9/2022	OGP LLC	\$ 5,798.00	Addendum #2 Lodging, etc	Ck # 8286
9/12/2022	OGP LLC	\$ 6,140.00	Year three event commitment contract execution	Ck # 8359
		<b>\$ 67,768.25</b>		

**Mayday STOL Revenue**

5/13/2022	WSC	\$ (1,000.00)	Sponsorship	
5/16/2022	AOPA	\$ (2,500.00)	Sponsorship	
9/11/2022	NE Nebr Aviators- Wayne Co Grant	\$ (2,000.00)	Wayne Co. tourism grant	
		<b>\$ (5,500.00)</b>		
		<b>\$ 94,938.63</b>	<b>FY 21-22 Total</b>	

**Beth Porter - [External] Record of Negotiations and Fee Breakdown - 2-Bay Box Hangar - Wayne Municipal Airport**

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**From:** Curtis Christianson <cchristianson@olsson.com>  
**To:** Beth Porter <bporter@cityofwayne.org>  
**Date:** 10/6/2022 10:26 AM  
**Subject:** [External] Record of Negotiations and Fee Breakdown - 2-Bay Box Hangar - Wayne Municipal Airport  
**Attachments:** Record of Negotiations Wayne 016.pdf; Fee Comparison.pdf

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Beth,

Attached is the record of negotiations and fee breakdown for the 2-Bay Box Hangar project.

Wanted to get this out to you sooner than later. I will send the Final Draft Agreement in a separate email.

I will be in attendance of the authority meeting on Monday and will go through the scope of work and fee type.

If everyone is acceptable to the fees, we will want to sign the record of negotiations at the airport authority meeting.

Then you will want to send Anna Lannin a copy of the signed record of negotiations along with the final draft engineering agreement (which will be sent in separate email).

After that we will wait for approval and then I will finalize agreement and send a hard copy of the agreement for signature.

One other thing is that we will want to make a motion of something to the effect of "Upon approval of the record of negotiations and engineering agreement by NDOT and FAA the authority will give \_\_\_\_\_ signing authority of the agreement."

Thank you and let me know if you need anything else.

**Curtis Christianson, PE**

Team Leader / Aviation

D [402.458.5989](tel:402.458.5989)

C [402.560.7567](tel:402.560.7567)

601 P Street, Suite 200

Lincoln, NE 68508

O [402.474.6311](tel:402.474.6311)



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## RECORD OF NEGOTIATIONS

Wayne Municipal Airport / Stan Morris Field  
Wayne, Nebraska  
Anticipated AIP Project No. 3-31-0086-016

Project Description: Construct 2-Bay Box Hangar

1. Olsson, Inc. of Lincoln, Nebraska was selected on August 8, 2022, from those consultants who submitted their qualifications.
2. Several meetings were held with the Sponsor and Consultant, between July and September to discuss the scope of services and ensure that everyone had a thorough understanding of the project.
3. The Consultant submitted their draft engineering agreement on September 15, 2022 broken down as follows:
  - a. Design Phase \$ 89,900
  - b. Bidding Phase \$ 8,100
  - c. Construction Phase \$ 162,100
  - d. Closeout Phase \$ 7,200
  - e. Special Services – Design Testing \$ 9,236
  - f. Total \$ 276,536
4. The Nebraska Department of Aeronautics (NDA) prepared an Independent Cost Analysis (ICA), dated October 3, 2022 broken down as follows:
  - a. Design Phase \$ 130,000
  - b. Bidding Phase \$ 8,000
  - c. Construction Phase \$ 8,600
  - d. Special Services – Design Testing \$ 11,200
  - e. Total \$ 359,500
5. The Sponsor and Consultant met at the Wayne Municipal Airport on October 10, 2022 to discuss the draft engineering agreement. The Sponsor and Consultant discussed the final scope of the agreement and discussed the different types of contracts and agreed to leave the consultant agreement as submitted. The fees are broken down as follows:
  - a. Design Phase \$ 89,900
  - b. Bidding Phase \$ 8,100
  - c. Construction Phase \$ 162,100
  - d. Closeout Phase \$ 7,200
  - e. Special Services – Design Testing \$ 9,236
  - f. Total \$ 276,536
6. The draft contract, which includes the scope of services and Consultant's fee proposal, is submitted with this Record of Negotiations. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Signature: \_\_\_\_\_

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

Stan Morris Field / Wayne Municipal Airport  
Wayne, NE  
AIP 3-31-0086-016  
2-Bay Storage Hangar

Proposed Fees	Olsson Proposed Fees	IFE Proposed Fees	Difference
Phases			
Design	\$ 89,900.00	\$ 130,000.00	\$ (40,100.00)
Bidding	\$ 8,100.00	\$ 8,000.00	\$ 100.00
Construction	\$ 162,100.00	\$ 201,700.00	\$ (39,600.00)
*Construction Testing	\$ 9,460.00	\$ 51,000.00	\$ (41,540.00)
Closeout	\$ 7,200.00	\$ 8,600.00	\$ (1,400.00)
Geotechnical	\$ 9,236.00	\$ 11,200.00	\$ (1,964.00)
	\$ 276,536.00	\$ 359,500.00	\$ (82,964.00)

\* Construction testing fees are incorporated within the construction phase fees and not in addition to construction phase fees.

**WAYNE AIRPORT AUTHORITY  
HANGAR LEASE**

Type of Airplane: \_\_\_\_\_  
N# \_\_\_\_\_

This lease agreement executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the WAYNE AIRPORT AUTHORITY, hereinafter referred to as "Lessor", and \_\_\_\_\_, hereinafter referred to as "Lessee".

It is agreed by and between the parties as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee here by leases from Lessor, Hangar No. \_\_\_\_\_ of the Wayne Municipal Airport.
2. Term. The term of this lease shall begin on January 1, 2022 and shall end on December 31, 2022, except as hereinafter restricted.
3. Rent. Lessee shall pay quarterly rent in the amount of \$\_\_\_\_\_. per quarter and said rent is payable in advance on the first day of each quarter during the term of this lease. If the Lessee fails to promptly pay its rent when it becomes due, this lease shall be subject to default.
4. Non-payment of Rent. In the event that rent is more than seven days late, Lessor shall give written notice to the Lessee that the Lessee has five days to bring rent current or the Lessor may exercise any legal remedies available under the laws of the State of Nebraska. Notwithstanding any forbearance of a declaration of default by the Lessor a \$25.00 late charge shall be imposed on all rent payments that are more than seven days late. In addition, a subsequent \$25.00 per month late charge shall be imposed for each month thereafter so long as the rent is unpaid.
5. Use. Lessee shall use the hangar for the primary purpose of storing Lessee's private aircraft and aircraft-related equipment, parts, or materials, and for no other purpose without the prior written consent of Lessor. Lessee is hereby prohibited from providing any type of service to the public from said hangar.
6. Assignment; Sublease. Lessee may not mortgage, pledge, convey, assign, sublease or otherwise encumber its interest in this lease without written consent of the Lessor.
7. Purchase of an Aircraft stored in a Hangar. Purchaser(s) of an aircraft already stored in a hangar will be offered the opportunity to remain in the hangar if the current Lessee will no longer meet the lease requirements (i.e., does not have another aircraft to occupy the hangar). A new lease agreement will be executed with the new owner(s). Purchaser(s) of an aircraft already stored in a hangar that reject the offer will not be put on the hangar waiting list unless a new request is submitted.

8. Control and Access. Lessor reserves the right to control the access to the buildings and hangars and Lessee shall not do anything, which shall interfere with the orderly and efficient operation of the airport by the Lessor.

9. Maintenance. Lessee shall keep the hangar in good repair and clean condition, and shall keep the hangar free and clear of all debris, rubbish, garbage and other materials that are not permitted to be stored in the hangar.

10. Keys. The Authority shall purchase a hangar lock. One key will be maintained by Tenant. The master key will be maintained by the Airport Manager or its authorized representative. The master key will only be used in case of an emergency or for inspections. Under no circumstances will Tenant replace the lock provided by the Authority.

11. Inspection and Repairs. Lessor or its designated agent shall have the right to enter and inspect the hangars and buildings at all reasonable times and places for the purposes of enforcing compliance with the terms and conditions of the lease. Authority shall provide forty-eight (48) hours notice of its intent to inspect.

12. Repairs. Lessor or its designated agent shall have the right to enter to make any repairs or alterations to the hangars and buildings as are, in the sole opinion of the Lessor, desirable or necessary. The Lessor will attempt to contact the leasehold regarding entry unless it is deemed an emergency by the lessor or designated agent.

13. Relocation. Lessor reserves the right to change the location of Lessee's hangar and aircraft upon giving Lessee thirty days advance written notice of the change of location.

14. Disclaimer of Liability. Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents, or invitees during the term of this Agreement, including but not limited to loss, damage or injury to aircraft or other property of the Lessee that may be located or stored in the hangar, unless the loss is caused by or result from the willful negligence of the Lessor or its agents. The Lessee accepts and assumes such responsibility and liability.

15. Indemnification. Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the hangar. The Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control.

16. Interference. Lessee shall not exercise its rights pursuant to this lease in any way so as to interfere with or adversely affect the use, operation, maintenance, or development of the Wayne Municipal Airport.

17. Reservation of Rights. Lessor has the right to maintain and keep in repair the landing areas of the airport and all publicly owned facilities of the airport, including the right to direct and control all activities of the Lessee in this regard. Lessor reserves the right to 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 the Lessee, and without interference or hindrance from the Lessee. This lease agreement shall be subordinate to the provisions of any outstanding agreements between Lessor and the FAA or the Department of Aeronautics, State of Nebraska, relative to the maintenance, operation, or development of the airport and this lease is subject to immediate cancellation in the event of repossession by the Department of Aeronautics, State of Nebraska, or the FAA.

18. No Waiver. Failure of the Lessor to insist in any one or more instances upon the performance of any of the covenants or conditions of this lease, or to exercise any right or privilege herein contained, shall not be construed as thereafter waiving or relinquishing any such covenants, conditions, rights, or privileges, and the same shall continue and remain in full force and effect, and the receipt of any rent by the Lessor from the Lessee shall not operate as a waiver of the right of the Lessor to enforce the payment of additional rent or of any other obligations of this lease by such remedies as may be appropriate and shall not waive or void the right of the Lessor, at any time thereafter, to elect to terminate this lease.

19. Governing Law. All of the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the State of Nebraska.

20. Insurance. The parties hereto agree that this lease is a lease of storage space only. It shall be the Lessee's responsibility to insure any hangar contents Lessee elects to store in the hangar, including but not limited to any aircraft in the hangar, against such events as theft, fire, or other damage, and for such limits and coverage as Lessee may desire. The parties further agree that the contents stored in the hangar shall be deemed to be in the full and exclusive care, custody, control and possession of the Lessee, and not the Lessor.

21. Compliance. Lessee agrees that any and all of Lessee's activities relating to the use of the hangar under this lease agreement shall be in accordance with any and all federal, state, and local laws and regulations, including, but not limited to, those laws and regulations pertaining to fire and safety, as well as those rules and regulations promulgated by the Lessor.

22. Quarterly Statements. Lessee acknowledges that rental payments are due on time regardless of whether or not Lessor issues quarterly statements.

23. Default. In the event of a default or breach of any of the terms or conditions stated herein, except rent payments, the Lessee shall have thirty (30) days following receipt of a written notice of said default or breach to cure such default or breach. Failure to timely cure said default or breach shall result in termination of this lease agreement without further notice by the Lessor, and the Lessor may take such steps as may be allowed by Nebraska law to remove the Lessee from the hangar.

24. Expiration. The Lessor shall have the sole and exclusive right to renew this lease agreement for another one-year period at its expiration. This lease shall expire unless the Lessor has given written consent to automatically renew this lease for an additional period of one (1) year. The automatic renewal does not extend to the Lessee. Any Lessee who still occupies a hangar after expiration of the lease or without written consent for renewal of a lease shall be considered a hold over tenant who may be evicted pursuant to Nebraska Law. The Lessee shall be responsible for making certain that all equipment parts, tools and any other items stored or located in the hangar are removed on or before expiration of the lease.

25. Termination by Lessee. In the event that the Lessee does not wish to seek another lease from the Lessor, the Lessee shall give the Lessor forty-five (45) days' notice of their intent to vacate the hangar by the date of the expiration of the lease.

26. Notice. Written notices to the Lessee provided for herein shall be in shall be sufficient if sent by mail to Lessee at the address indicated below. If any such notice shall be returned by the United States Postal Service, notice shall also be given by posting the same on the hangar door. Lessee agrees to notify the Lessor of any change in address or aircraft ownership within thirty (30) days of such change.

Address for Lessee:

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

The Lessee may also be contacted by phone or by e-mail at the following:

Home: (\_\_\_\_\_) \_\_\_\_\_

Work: (\_\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

All notices to the Lessor shall be in writing and shall be mailed to:

Wayne Airport Authority  
P.O. Box 8  
Wayne, NE 68787-0008

Executed the day and year first above written.

WAYNE AIRPORT AUTHORITY

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Airport Authority representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

**Wayne Municipal Airport**

Lease	Airplane N#	Tenant		square footage	Rate \$0.11	Insulated Heated	Quarterly
	Piper Cherokee 180 N9161J	NE Nebraska Aviators	1	880	\$ 96.80	\$ 50.00	\$ 440.40
		Scott Morgan 58423 867 Road Allen, NE 68710 402-635-2465 402-369-6099 Scottmorgan5458@gmail.com	2	880	\$ 96.80	\$ 50.00	\$ 440.40
	108 Stinson 97571	Brian Nelson 85481 581st Ave Wakefield, NE 68784	3	880	\$ 96.80	\$ 50.00	\$ 440.40
		Peter Lundin 4001 York Ave N Robbinsdale, MN 55422-1519	4	880	\$ 96.80	\$ 50.00	\$ 440.40
		Payloader- airport equipment	5	1,140	\$ 125.40		\$ 376.20
	BE35K 8FG	Dennis Dangberg 701 Windom Wayne, NE 68787	6	1,000	\$ 110.00		\$ 330.00
	Cessna	Curt Christensen 1621 S 21 <sup>st</sup> St Lincoln, NE 68502	7	1,000	\$ 110.00		\$ 330.00
		Dave Zach 301 S Main St Wayne, NE 68787	8	1,000	\$ 110.00		\$ 330.00
	BE35 3899B	Dennis Dangberg 701 Windom Wayne, NE 68787 720-838-7368 dcdbonanza@yahoo.com	9	1,360	\$ 149.60		\$ 448.80
	Ercoupe 2503H	Lyle Carlson 81451 Hwy 9 Allen, NE 68710 Home 402.945.2923	10	1,140	\$ 125.40		\$ 376.20
	Archer N3574J	IFC Inc. - Doug Nelson 86264 573 Ave Wayne, NE 68787 Home 402.375.4086 Cell 402.375.8968 gnelson@huntel.net	11	1,000	\$ 110.00		\$ 330.00



ATTACHMENT B – AIRPORT INSPECTIONS

**Nebraska Department of Transportation - Division of Aeronautics**

3431 Aviation Road, Suite 150 Lincoln, NE 68524

**2022 Airport Inspection Summary**

<b>City</b>	Wayne	<b>Airport</b>	Wayne Municipal	<b>Page 1 Of 2</b>
<b>Inspected Date</b>	7-14-22	<b>Loc-ID</b>	LCG	
<b>Manager</b>	Tom Becker			
<b>Met with manager</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Met with Travis Meyer, Airport Authority Chairman			
<b>State Inspector</b>	Dave Lehnert 402-471-7928 or <a href="mailto:dave.lehnert@nebraska.gov">dave.lehnert@nebraska.gov</a>			

<b>General Comments</b>

Item #	Discrepancies and items that MUST be corrected to renew the Airport License.	Date of Correction
1	<p>A tree off the Runway 13 end violates the Transition Zone by about two feet. The tree should be removed (or topped by at least 10'). It is across the creek off of airport property, so you will need to coordinate with the landowner.</p> <p>The Airport Authority has requested federal grants to construct a hangar. To be eligible for AIP fund, we must be able to verify that the airport's airside needs have been met, which includes meeting all the licensing requirements. The tree violation should be address as soon as possible so the hangar project can be programmed for AIP funding. Photo &amp; Sketch 1</p> <p>(See also Item #1a on the following page)</p>	9-7-22

A NOTAM should be issue for item(s) above. Call Lockheed Martin Flight Service at 877-487-6867

SIGN  \_\_\_\_\_ DATE 9-16-2022

Airport Manager or Authorized Airport Official

<b>City</b>	Wayne	<b>Airport</b>	Wayne Municipal	<b>Page 2 Of 2</b>
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Inspected Date	7-14-22	Loc-ID	LCG
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Item #	Recommended Corrections:	Date of Correction
1a	Another tree off the 13 end is in the Approach, but is not currently a violation. It should be cut before it becomes one. This tree appears to be on airport property (east of the creek).  (Photo & Sketch 1)	Airport hiring someone to correct.
2	An end light for Runway 18 did not turn on (3 <sup>rd</sup> light from the east). Determine the cause, and repair or replace.  Photo 2	8-22-22
3	A runway light on the north side of Runway 5 did not turn on (4 <sup>th</sup> runway light from the 5 end). Determine the cause, and repair or replace.  Photo 3	8-22-22
4	Several labels at the fuel station have faded; a couple to near-illegibility. Procure new AV GAS, FLAMMABLE, and NO SMOKING signs and replace the faded ones on the gas hose housing.  Photo 4	9-13-22
5	There are a lot of weeds growing in the joints on Runway 18/36. Kill the weeds and/or remove them, and consider scheduling joint sealing soon.  Photo 5	8-22-22
6	There is a low berm along the creek bend off Runway 5. Some clumps of bushes have sprung up at a few spots along the berm. These bushes do not have an impact on the Runway 5 Approach <b>yet</b> , but they will if they are allowed to grow unchecked. Remove bushes or small trees found along the berm. Check the berm regularly for new growth, and remove vegetation as it appears.  Photos 6a & 6b, and Sketch 6	Airport hiring someone to correct
7	There are several small bushes along the fence line directly off Runway 23. Two of these bushes have grown enough to affect the runway's Clearance Slope. The current 5010 shows a 39:1 slope due to the hill NE of the runway end; the two bushes create a 28:1 and a 25:1, respectively. Aeronautics recommends you remove ALL the bushes along the fence line. Some appear to be on the airport side of the fence, but others may be off airport property, and you will need to discuss their removal with the landowner.  Photos 7a & 7b, and Sketch 7	Airport hiring someone to correct.
8	Nearly all the airport pavement is in very good shape, but there were several concrete slabs at the intersection of 5/23 and 18/36 that had large cracks. One slab in particular had a high-severity crack that is likely to produce significant FOD.  The next time your engineering consultant is at the airport, show him the area and work out a plan for how to address the cracking.  Photos 8a & 8b, and Sketch 8	City will address with for truck in November

SIGN  DATE 9-16-2022  
 Airport Manager or Authorized Airport Official

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

NEBRASKA DEPARTMENT OF TRANSPORTATION  DIVISION OF AERONAUTICS	<b>LICENSING STANDARDS ACKNOWLEDGEMENT OF CORRECTIVE ACTION</b>	YEAR INSPECTED 2022
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## WAYNE MUNICIPAL AIRPORT WAYNE, NEBRASKA

Thank you for returning page 1 of Attachment 'B' regarding items noted during the July 14, 2022 Licensing Inspection:

1. A tree off the Runway 13 end violates the Transition Zone by about two feet.

The returned Attachment 'B', dated September 16, 2022, included photo documentation that item 1 above has been addressed and corrected. We expect you now to be aware of this item, and there should be no recurrence during our next inspection.

The signed and dated form will be kept in the Wayne Municipal Airport file.

Item 1 was the only Licensing issue noted during the inspection. Enclosed is your three-year airport license, which will expire December 31<sup>st</sup>, 2025; it replaces your current license, which expires at the end of this year. The next license, PCI, and 5010 inspections for Wayne are scheduled for the summer of 2025.

Thank you for your continued efforts to maintain safety at your airport. Please contact me at this office (402-471-7928) if you have any questions.

Sincerely,



**Dave Lehnert**  
Engineering, Division of Aeronautics  
Nebraska DOT  
Sept 19 2022

John R. Selmer, P.E., Director  
Department of Transportation

MAILING ADDRESS  
PO Box 94759  
Lincoln, NE 68509-4759

PHYSICAL ADDRESS  
1500 Highway 2  
Lincoln, NE 68502

PHONE 402-471-4567  
EMAIL [NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)

Aeronautics Division  
3431 Aviation Road, Ste. 150  
Lincoln, NE 68524-1800  
OFFICE 402-471-2371  
FAX 402-471-2906

Navigational Aids Office  
Kearney Municipal Airport  
5065 Airport Road  
Kearney, NE 68847  
OFFICE 308-865-5696  
FAX 308-865-5697

[dot.nebraska.gov](http://dot.nebraska.gov)

NEBRASKA DEPARTMENT OF TRANSPORTATION  DIVISION OF AERONAUTICS	<b>OPERATIONAL/SAFETY ACKNOWLEDGEMENT OF CORRECTIVE ACTION</b>	YEAR INSPECTED 2022
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## WAYNE MUNICIPAL AIRPORT WAYNE, NEBRASKA

Thank you for returning page 2 of Attachment 'B' regarding items noted during the July 14, 2022 5010 Inspection:

- 1a. A tree off the 13 end is in the Approach, but is not currently a violation. It should be cut before it becomes one.
2. An end light for Runway 18 did not turn on (3<sup>rd</sup> light from the east).
3. A runway light on the north side of Runway 5 did not turn on (4<sup>th</sup> runway light from the 5 end).
4. Faded labels at the fuel station.
5. A lot of weeds growing in the joints on Runway 18/36.
6. Clumps of bushes along the berm off Runway 05; recommend removal before they impact Approach.
7. There are several small bushes along the fence line directly off Runway 23; two have grown enough to affect the Clearance Slope. Recommend removal of all.
8. Several cracked slabs, including one with a high-severity crack, at the intersection of 5/23 and 18/36.

The returned Attachment 'B,' dated September 16, 2022, stated that items 2 through 5 have been addressed and corrected, and that plans are in place to correct the remaining items.

The signed and dated form will be kept in the Wayne Municipal Airport file. The next license, PCI, and 5010 inspections are scheduled for the summer of 2025.

Thank you for your continued efforts to maintain safety at your airport. Please contact me at this office (402-471-7928) if you have any questions.

Sincerely,



**Dave Lehner**, P.E., Director  
Engineering, Division of Aeronautics

MAILING ADDRESS  
PO Box 94759  
Lincoln, NE 68509-4759

PHYSICAL ADDRESS  
1500 Highway 2  
Lincoln, NE 68502

PHONE 402-471-4567  
EMAIL [NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)

Aeronautics Division  
3431 Aviation Road, Ste. 150  
Lincoln, NE 68524-1B00  
OFFICE 402-471-2371  
FAX 402-471-2906

Navigation Aids Office  
Kearney Municipal Airport  
5065 Airport Road  
Kearney, NE 68847  
OFFICE 308-865-5696  
FAX 308-865-5697

**Beth Porter - Aeronautics meeting**

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**From:** Beth Porter  
**To:** Meyer, Travis  
**Date:** 9/16/2022 12:15 PM  
**Subject:** Aeronautics meeting

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Travis,

I just had a phone call from Ann regarding the Aeronautics Commission meeting in October.

The meeting will be held at the Wayne Airport on 10-21-22 at 1:00 pm. I will place on the October agenda to discuss but wanted you to be aware prior.

Here are the details she provided:

- Need internet access for tech staff
  - Mtg will be available via webex
  - Tech staff will provide laptop, cameras, microphone for webex meeting
- # of people to expect
  - Commission + staff = 12 people
  - Normally around 4-5 people from public
  - Whoever attends from Wayne
- Airport Authority can provide lunch for commission and staff (12 people) prior to meeting if they want to
- Plan on meeting lasting about 2 hours (estimate)
- Think about providing instructions for commissioners that may fly in

Thanks,  
Beth

**Warren Garage Door, Inc.**

600 South 37th Street  
Norfolk, NE 68701-9607

Ph. 402-371-7755 Fax 402-371-4466

**Estimate**

Date	Estimate #
9/15/2022	45763

**Bill To:**

CITY OF WAYNE (Need Form 17)  
ATTN: ACCOUNTS PAYABLE  
306 N PEARL  
PO BOX 8  
WAYNE, NE 68787

**Ship To:**

AIRPORT

P.O. #	Terms	Job	Ph.	Fax	Alt.
	Net 30	PMP	402-375-1153		
Qty.	Description			Unit Price	Total
	NOTE: All opening preparation, jamb extensions, painting and electrical wiring (including low voltage wiring) to be done by others. New vinyl stops are 1-1/2" wide and may or may not cover the same space as existing stops. Product needs to be installed within 45 days of delivery to our facility. After that time neither the manufacturer nor Warren Garage Door will be held responsible for possible concealed damage. MINOR REPAIRS TO BE COMPLETED WHILE ON SITE. LARGER REPAIRS TO BE WRITTEN UP AND ESTIMATES PROVIDED FOR REPAIR. ACTUAL CHARGES FOR WORK COMPLETED WILL BE ASSESSED.				
4	Scissor Lift Use - Daily			25.00	100.00
1	APPROXIMATE Labor and materials to complete preventative maintenance on 57 doors.			4,071.00	4,071.00
Estimate valid for 30 days. Please sign a copy and return.				<b>Total</b>	\$4,171.00

THANK YOU FOR ASKING US TO SUBMIT A BID. Past due accounts will be assessed the greater of a \$10.00 re-billing fee or interest at 18% APR. No returns on electrical parts.

APPROVAL SIGNATURE: \_\_\_\_\_

**Beth Porter - RE: [External] Estimate #45763 from Warren Garage Door, Inc.**

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**From:** "Andrea McHenry" <andrea.warren@warrengaragedoor.com>  
**To:** "Beth Porter" <bporter@cityofwayne.org>  
**Date:** 9/20/2022 2:20 PM  
**Subject:** RE: [External] Estimate #45763 from Warren Garage Door, Inc.  
**Attachments:** Walk Door PM Guidelines.pdf; Sectional door PM Guidelines.pdf

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Hi Beth,

I have attached the guidelines utilized by our service technicians for preventative maintenance. Please let me know if there are any additional questions.

Andrea McHenry  
Warren Garage Door  
600 S 37<sup>th</sup> Street | Norfolk, NE 68701  
[402-371-7755](tel:402-371-7755)  
[www.warrengaragedoor.com](http://www.warrengaragedoor.com)

---

**From:** Beth Porter <bporter@cityofwayne.org>  
**Sent:** Friday, September 16, 2022 9:09 AM  
**To:** Andrea McHenry <andrea.warren@warrengaragedoor.com>  
**Subject:** Re: [External] Estimate #45763 from Warren Garage Door, Inc.

Andrea,

I have had a board member question what you do during preventative maintenance. Could you provide information on what services are performed on the doors for preventative maintenance?

Thanks,

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

>>> "Andrea McHenry" <[andrea.warren@warrengaragedoor.com](mailto:andrea.warren@warrengaragedoor.com)> 9/15/2022 8:43 AM >>>  
Beth:

Please review the attached estimate. Feel free to contact us if you have questions. Thank you!

Sincerely,

Andrea McHenry  
Warren Garage Door, Inc.  
ph. [402-371-7755](tel:402-371-7755)

## WALK DOOR PM GUIDELINES

- Check door for proper function by opening/closing
- Check closer (arm torn off door, leaking oil, etc.)
  - Replace closers as needed
- Check hinges/continuous hinge (cracked, pulling off frame/door, etc.)
- Test handle/locking mechanism for proper function (latch freely retracts and returns to normal position, panic pushes in/returns, etc).
  - If the handle/lock needs to be replaced, need to obtain door swing
  - Replace passage lever handles as needed
- Verify threshold is in place and in good condition
  - Replace thresholds as needed
- Confirm jamb seals and sweeps are in place and sealing door properly
  - Replace jamb seals and sweeps as needed
- Inspect door and frame for signs of damage and rust
  - If door or frame need to be replaced:
    - Measure the opening
    - Frame size
    - Door swing
    - Strike location (measure from top of door to center of strike and bottom of door to center of strike if doing door only. If door and frame, measure from top of frame to center of strike and bottom of frame to center of strike)
    - Backset dimension
    - Door thickness
    - Door height
    - Type of wall

## SECTIONAL DOOR AND OPERATOR PM GUIDELINES

- Complete one cycle of door and operator
- Inspect door:
  - Sections
  - Track
    - Damaged?  
Properly aligned?
  - Rollers
  - Hinges
  - Springs
  - Cables
  - Weather seals
  - Bearings
  - Torsion Spring  
Mounting pad
  - Bottom brackets  
secure
  - Fasteners
  - Back hangers
  - Balance
- Inspect operator:
  - Limits
  - Brake
  - Clutch
  - Chain
  - Reversing device(s)
  - Activation device(s)
  - Fasteners
  - Back  
hangers/mounting  
pad
- Lubricate:
  - Tracks
  - Rollers
  - Hinges
  - Bearings
  - Drive chains
  - Springs
- Replace minor parts as needed (rollers, hinges, cables, fasteners, etc.)
- Complete one cycle of door and operator (A minimum of 2 full cycles of door and operator are needed during inspection. One before lubrication and inspection, one after. Complete additional cycles as needed)