

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AGENDA
November 14, 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

6. Old Business

- Discussion/possible action regarding hangar lease
- Update/possible action re: state inspection
- Parallel taxiway to runway 18/36 paving & lighting update
- Discussion/update on 2 bay box hangar project
- Discussion/possible action on STOL event commitment
- Discussion/possible action on jet fuel truck
- Flight simulator/club update

7. Airport Manager Comments

8. Adjourn

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
OCTOBER 31, 2022

PREVIOUS BALANCE 76,761.06

DEPOSITS:

Interest on checking account	20.53
Avgas	3,815.78
County Treasurer	3,489.23
Accounts receivable	16,555.51
State of NE	94,037.54
	117,918.59

TOTAL AVAILABLE 194,679.65

CLAIMS:

Claims Paid October 35,065.03

BOOK BALANCE AS OF OCTOBER 31, 2022 159,614.62

Plus Outstanding Checks 0.00

Less Outstanding Deposits 0.00

BANK BALANCE AS OF OCTOBER 31, 2022 159,614.62

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	0.2249	\$ 104.62	\$ 566,048.72
10/31/2022	Interest earned	0.449	\$ 215.90	\$ 566,264.62
11/1/2022	Transfer from checking- received final from State		\$ 91,137.85	\$ 657,402.47

WAYNE MUNICIPAL AIRPORT AUTHORITY

October 10th, 2022

5:30 P.M.

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

Putnam moved and Hammer 2nd to approve the minutes of the September 12, 2022, regular meeting. Roll was called with the following results: Yeas: Schmitz, Putnam, and Hammer. Nays: None. The Vice-Chairman declared the motion carried.

Hammer moved and Putnam 2nd to accept all the claims presented as of October 10, 2022. Roll was called with the following results: Yeas: Schmitz, Putnam, and Hammer. Nays: None. The Vice-Chairman declared the motion carried.

Hammer moved and Schmitz 2nd to select Olsson Inc. to approve record of negotiations for two corporate hangers. Roll was called with the following results: Yeas: Schmitz, Putnam, and Hammer. Nays: None. The Vice-Chairman declared the motion carried.

Hammer moved to table 2023 Hanger Lease until November meeting and form a two person committee to review hanger lease and bring suggestions to the November Airport Authority meeting. Committee to consist of Hammer and Meyer (or alternate). Roll was called with the following results: Yeas: Hammer and Schmitz. Nays: Putnam

Other matters requiring the attention of the Authority were discussed and it was decided that no further formal actions on these matters were needed.

There being no further business, Vice-chairman Schmitz adjourned the meeting at 6:33 PM.

Scott Hammer, Airport Authority Member

WAYNE MUNICIPAL
AIRPORT AUTHORITY
October 11, 2022

Ck # 8378	Wisner West- Fuel	186.37
	October 25, 2022	
Ck # 8379	Sapp Bros- Avgas	19,884.00
	November 14, 2022	
Ck # 8380	Appeara- Rugs & mops.....	98.76
Ck # 8381	Becker Flying Service – Managers contract.....3,000.00 Less FBO lease (100.00) Less storage bldg. (61.00)	2,839.00
Ck # 8382	Beiermann Electric, LLC- Inv 1099 Maintenance & new install.....4,785.44 Inv 1107 Install outdoor wall pack585.72	5,371.16
EFT	Black Hills Energy- Natural gas	315.59
Ck # 8383	Bomgaars- Coffee & screen door closer	65.97
Ck # 8384	Chesterman Co- Rental	7.00
Ck # 8385	City of Wayne AWOS.....17.20 Apron lighting.....20.45 House196.02 Terminal/hangar.....653.09 Shop.....85.34 Office & irrigation260.80 Lift station.....36 Data plan iPad.....40.01 Ads/notices28.64 Postage.....10.83 Treasurer’s fee500.00	1,812.74
EFT	Department of Aeronautics – Hangar Loan H06.....1,182.00 Hangar Loan H07.....1,391.00 AWOS.....383.33	2,956.33
Ck # 8386	Fastwyre-Phone/internet	314.18
Ck # 8387	Johnny’s Pest Conrol- Pest control	50.00
Ck # 8388	Miller Law- Legal consult STOL accident	75.00
Ck # 8389	Milo Meyer Construction, Inc- Repair grass runway.....	6,393.75

Ck # 8390	Northeast Nebraska Aviators Inc.-Employment Agmt. Nov 2022.....	2,200.00
Ck # 8391	OGP, LLC- Milestone #1	6,140.00
Ck # 8392	Stanley Petroleum- Troubleshoot pump.....	265.50
EFT	Verizon – Cell phone	83.22
Ck # 8393	Waste Connections- Trash removal	62.92
TOTAL		\$49,121.49

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	Eckophonics	\$	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
		\$	34,287.98	
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
		\$	114,250.00	
		\$	148,537.98	FY 20-21 Total
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
		\$ 32,670.38		
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
		\$ 67,768.25		
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	
		\$ (5,500.00)		
		\$ 94,938.63	FY 21-22 Total	
STOL Event FY 22-23				
11/14/2022	Milo Meyer Construction	\$ 6,393.75	Work on grass runway	Ck # 8389
		\$ 6,393.75		
OGP LLC Contract FY 22-23				
11/14/2022	OCP LLC	\$ 6,140.00	Milestone #1	Ck # 8391
		\$ 6,140.00		
		\$ 12,533.75	FY 22-23 Total	

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 st 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

**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

Project Funding Summary

Wayne Municipal Airport
Wayne, NE

Project Funding Summary	FY 2023 Project
	2-Bay Box Hangar
Total Project Costs	\$1,400,000.00
FAA - NPE Funds	\$450,000.00
Local Match (10% of NPE)	\$50,000.00
FAA - BIL FY 2022 & 2023	\$318,000.00
Local Match (10% of BIL)	\$35,333.33
Remiander Above NPE & BIL & Local Match	\$546,666.67
NDOT Hangar Loan (80%)	\$437,333.33
Local Match - NDOT Hangar Loan (20%)	\$109,333.33
Local Share @ End of Project	\$194,666.67
NDOT Hangar Loan FY 23	\$437,333.33
FY 24 BIL Funds	\$159,000.00
Local Match (10% of BIL)	\$17,666.67
Total Hangar Loan Payment	\$176,666.67
Remaining Hangar Loan Amount	\$260,666.67
FY 25 BIL Funds	\$159,000.00
Local Match (10% of BIL)	\$17,666.67
Total Hangar Loan Payment	\$176,666.67
Remaining Hangar Loan Amount	\$84,000.00
FY 26 BIL Funds	\$75,600.00
Local Match (10% of BIL)	\$8,400.00
Total Hangar Loan Payment	\$84,000.00
Remaining Hangar Loan Amount	\$0.00
Remaining FY 26 BIL Funds	\$83,400.00
Total Out of Pocket Costs	\$238,400.00