

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
AGENDA  
October 9, 2023  
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 Wayne Fly-In event
- Review of airport property/available hangars

6. Old Business

- Discussion/possible action re: FBO lease and Airport Management Agreement
- Discussion/update on 2 bay corporate hangar project
- Discussion/possible action on jet fuel truck
- Flight simulator/club/Wayne Fly-in event update
- Discussion/update on potential solar field

7. Airport Manager Comments

8. Action to accept Travis Meyer board resignation

9. Adjourn

WAYNE AIRPORT AUTHORITY  
BANK SUMMARY  
CHECKING ACCOUNT  
September 30, 2023

PREVIOUS BALANCE 59,020.19

DEPOSITS:

Interest on checking account	42.46
Avgas	5,002.69
County Treasurer	29,494.18
Accounts receivable	919.59
State of NE- Statement #2	3,325.00
Farm income	28,599.90
	67,383.82

TOTAL AVAILABLE 126,404.01

CLAIMS:

Claims Paid September 16,737.82

BOOK BALANCE AS OF SEPTEMBER 30, 2023 109,666.19

Plus Outstanding Checks 0.00

Less Outstanding Deposits 0.00

BANK BALANCE AS OF SEPTEMBER 30, 2023 109,666.19

### 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
11/30/2022	Interest earned	0.8312	\$	449.27	\$	657,851.74
12/31/2022	Interest earned	1.07467	\$	600.71	\$	658,452.45
1/31/2023	Interest earned	2.38983	\$	1,337.79	\$	659,790.24
2/6/2023	Transfer to checking Est #1		\$	(28,685.71)	\$	631,104.53
2/14/2023	Moved funds to CD		\$	(500,000.00)	\$	131,104.53
2/28/2023	Interest earned	2.57925	\$	721.81	\$	131,826.34
3/13/2023	Transfers costs for STOL contracts		\$	(20,000.00)	\$	111,826.34
3/31/2023	Interest earned	2.63164	\$	267.44	\$	112,093.78
4/10/2023	Transfer to checking Est #2		\$	(25,061.33)	\$	87,032.45
4/30/2023	Interest earned	2.713	\$	211.08	\$	87,243.53
5/15/2023	Transfer costs for Fly In event		\$	(23,282.03)	\$	63,961.50
5/31/2023	Interest earned	2.71616	\$	171.99	\$	64,133.49
6/12/2023	Transfer costs for Fly In event		\$	(48,831.43)	\$	15,302.06
6/30/2023	Interest earned	2.762	\$	75.50	\$	15,377.56
7/31/2023	Interest earned	2.762	\$	36.11	\$	15,413.67
8/14/2023	Deposit CD funds		\$	512,248.19	\$	527,661.86
8/31/2023	Interest earned	2.762	\$	734.37	\$	528,396.23
9/30/2023	Interest earned	2.762	\$	1,200.85	\$	529,597.08

WAYNE MUNICIPAL AIRPORT AUTHORITY  
September 11, 2023  
5:30 P.M.

A 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 Chairman Travis Meyer. The following members were present: Travis Meyer, Tom Schmitz, and David Ley. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Tom Becker, Karma Schulte, Scott Carr, Jim and Sandy Hoffman Becker Flying Service, and Scott Morgan.

Schmitz moved and Meyer 2<sup>nd</sup> to approve the minutes of the August 14<sup>th</sup> Regular Meeting. Roll was called with the following results: Yeas: Meyer, Schmitz, and Ley. Nays: None. The Chairman declared the motion carried.

Meyer moved and Schmitz 2<sup>nd</sup> to accept all the claims presented as of September 11, 2023. Roll was called with the following results: Yeas: Meyer, Schmitz, and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Schmitz 2<sup>nd</sup> that we pass Resolution 2023-3 Approval and Adoption of 2023-2024 Budget. Roll was called with the following results: Yeas: Meyer, Schmitz, and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Meyer 2<sup>nd</sup> that we offer Jim Hoffman tool rental space presently used by Hoffman at a monthly cost of \$45. Due to Hoffmans resignation as from Becker Flying Service and moving off property effective October 1, 2023, this is a change is from airport use to interim non-aeronautical use. The charge is comparable to square foot costs of hanger rents. It is for 6 months only. The lease may be terminated if there is an aeronautical need for the space with a 60-day evacuation notice. Roll was called with the following results: Yeas: Meyer, Hammer, Schmitz, and Ley. Nays: None. The Chairman declared the motion carried.

Scott Morgan offered to donate the ornamental yellow airplane wind marker to the Airport Authority. Chairman Meyer accepted the donation and thanked Scott Morgan for his generous support of the Authority.

Vice-Chairman Schmitz appointed David Ley to the committee reviewing FBO Lease and Airport Management Agreement along with present member Scott Hammer.

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, Chairman Meyer adjourned the meeting at 6:40 PM.

David R. Ley, Secretary

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
October 9, 2023

Ck # 8570	Appeara- Rugs & mops.....	67.68
Ck # 8571	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 .....	235.52
Ck # 8572	City of Wayne	
	AWOS .....	10.11
	Apron lighting .....	30.20
	House.....	255.01
	Terminal/hangar .....	1,040.56
	Shop.....	78.97
	Office & irrigation.....	287.19
	Lift station .....	0.60
	Insurance .....	2,432.56
	Class A/B fuel certification .....	120.00
	Ads/notices .....	139.54
	Data plan iPad .....	40.01
	Postage.....	10.08
	Treasurer's fee.....	500.00
		4,944.83
EFT	Department of Aeronautics –	
	Hangar Loan H06 .....	1,182.00
	Hangar Loan H07 .....	1,391.00
	AWOS .....	383.33
		2,956.33
Ck # 8573	Fastwyre-Phone/internet .....	348.75
Ck # 8574	Floor Maintenance- Paper towels .....	59.62
Ck # 8575	Johnny's Pest Control- Pest control.....	50.00
Ck # 8576	Northeast Nebraska Aviators Inc.-Employment Agmt. Oct 2023.....	2,200.00
Ck # 8577	Olsson- Project 3-31-0086-020/021 Progress report #6 .....	2,025.00
EFT	Verizon – Cell phone .....	118.10
	TOTAL .....	\$15,844.83

<b>Wayne Airport</b>				
<b>Mayday/STOL event</b>				
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>	
<b>OGP LLC- STOL contract</b>				
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>
<b>Airport Authority approved monetary support not to exceed \$50,000 towards 2022 Mayday event at 3/14/22 Airport Authority Mtg</b>				
<b>FY 21-22</b>				
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		
<b>OGP LLC Contract- Board approved moving forward with year 2 contract at June 29, 2021 meeting</b>				
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		
<b>Mayday STOL Revenue</b>				
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	
<b>Airport Authority approved monetary support not to exceed \$50,000 towards 2023 Wayne Fly-In event at 12/27/22 Airport Authority Mtg</b>				
<b>Wayne Fly-In Event FY 22-23</b>				
2/13/2023	Majestic Theater	\$ 300.00	Advertising	Ck # 8437
3/13/2023	The Wayne Herald	\$ 420.00	Reflections- advertisement	Ck # 8445
3/13/2023	National STOL LLC	\$ 7,500.00	Aviation event agreement first half	Ck # 8444
3/13/2023	STOL Drag Events LLC	\$ 12,500.00	Aviation event agreement first half	Ck # 8446
5/8/2023	Katie McDonald	\$ 2,173.00	shirts	Ck # 8467
5/15/2023	Midwest Sound & Lighting	\$ 5,560.00	Audio services	Ck # 8477
5/15/2023	Fleet US	\$ 1,026.12	Paint	Ck # 8486
5/17/2023	Total Graphics	\$ 2,446.75	Apparel	Ck # 8487
5/24/2023	STOL Drag Events LLC	\$ 1,200.00	Meal stipends per contract	Ck # 8488
5/25/2023	Hector Anchondo	\$ 800.00	Friday entertainment	Ck # 8489
5/25/2023	ECKO	\$ 4,000.00	Saturday entertainment	Ck # 8490
5/25/2023	Coleman Broders	\$ 300.00	Sunday entertainment	Ck # 8491
6/12/2023	Cruise Custom Golf Carts	\$ 2,785.20	Golf cart rental	Ck # 8499
6/12/2023	Elkins Portable Restrooms	\$ 2,470.00	Portable restrooms	CK # 8500
6/12/2023	Frerickson Oil Co	\$ 177.46	Diesel for generator	CK # 8502
6/12/2023	National STOL LLC	\$ 7,500.00	Remaining balance per contract	Ck # 8506
6/12/2023	Pac N Save	\$ 46.46	Flour for fly in	Ck # 8507
6/12/2023	Pork Belly Ventures	\$ 3,800.00	Shower service	Ck # 8508
6/12/2023	RAKA Rentals	\$ 3,252.36	Light towers	Ck # 8509
6/12/2023	STOL Drag Events LLC	\$ 12,500.00	Remaining balance per contract	Ck # 8511
6/12/2023	Total Graphics	\$ 3,861.75	Promotional items	Ck # 8512
6/12/2023	Wayne Herald	\$ 1,000.00	Advertising for fly in	Ck # 8514
6/12/2023	Bearcom	\$ 721.00	Radios	Ck # 8520
6/12/2023	Waste Connections	\$ 677.65	Waste removal	Ck # 8521
6/12/2023	Ace	\$ 246.23	Paint, storage box	Ck # 8492

6/12/2023	Top crop Inc	\$ 1,280.00	Oats	Ck # 8515
7/10/2023	Majestic Theater	\$ 325.00	Movie for Fly In	Ck # 8528
7/10/2023	Providence Medical Center	\$ 550.00	Ambulance service	Ck # 8531
7/10/2023	Amazon	\$ 201.65	Powerstrips for fly in	Ck # 8525
8/14/2023	Carl Costas- Visa	\$ 1,500.00	Videography	Ck # 8543
8/14/2023	Copyright-Visa	\$ 16.75	Thank you cards	Ck # 8543
8/14/2023	Jill Brodersen	\$ 416.99	Banner and thank you cards	Ck # 8546
8/14/2023	Andrea Henderson	\$ 161.75	SDL reimbursement	Ck # 8538
		\$ 81,716.12		
<b>OGP LLC Contract FY 22-23</b>				
11/14/2022	OGP LLC	\$ 6,140.00	Milestone #1	Ck # 8391
2/13/2023	OGP LLC	\$ 4,000.00	Partial Milestone #2	Ck # 8433
4/20/2023	OGP LLC	\$ 3,000.00	Per Contract	Ck # 8465
5/15/2023	OGP LLC	\$ 5,000.00	Final invoice	Ck # 8485
		\$ 18,140.00		
<b>Wayne Fly-In Revenue 22-23</b>				
2/17/2023	Olsson	\$ (2,500.00)	Sponsorship	
2/17/2023	Legend Aircraft	\$ (5,000.00)	Sponsorship	
2/17/2023	Clemons Aviation	\$ (5,000.00)	Sponsorship	
2/17/2023	TC Flight LLC	\$ (1,000.00)	Sponsorship	
3/27/2023	WSC	\$ (1,050.00)	Sponsorship	
3/29/2023	East TX Arch Sheet Metal	\$ (5,000.00)	Sponsorship	
3/29/2023	Acme Suspension	\$ (2,000.00)	Sponsorship	
3/29/2023	R&M Flying	\$ (2,500.00)	Sponsorship	
4/6/2023	Providence Medical Center	\$ (1,000.00)	Sponsorship	
4/21/2023	McFarlane Aviation	\$ (5,000.00)	Sponsorship	
4/27/2023	Bomgaars	\$ (500.00)	Sponsorship	
5/9/2023	Duncan Aviation	\$ (200.00)	Booth rental	
6/5/2023	Great Dane	\$ (300.00)	Sponsorship	
7/10/2023	Wayne County	\$ (2,000.00)	Tourism grant	
8/7/2023	NE Nebr Aviators	\$ (23,600.00)	Fly in revenue	
		\$ (56,650.00)		
		\$ 43,206.12	FY 22-23 Total	

**Beth Porter - Re: [External] Airport FBO and Management contracts**

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**From:** Amy Miller <amymillerlaw@gmail.com>  
**To:** Beth Porter <bporter@cityofwayne.org>  
**Date:** 10/1/2023 6:37 AM  
**Subject:** Re: [External] Airport FBO and Management contracts

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Generally the changes are acceptable. The one paragraph I have an issue with is in the lease agreement (LA). You added a paragraph to have the lease last 7 years. I would expand on that. The management agreement (MA) with Becker is for 7 years, so I assume that is why the lease is for 7 years. However, the MA allows for the airport to cancel the MA if Becker isn't performing. And legally, Becker could quit for any reason. But the LA isn't contingent upon the MA, and it should be. Also, 7 years is a long time with no room for modifications if either party wants one. I would at least put something in that provides for the possibility of amending the lease.

Let me know what it is the airport is trying to accomplish, and I can try to adjust the wording accordingly.

Thanks,

Amy K. Miller  
MILLER LAW  
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Fax: (402) 833-1420  
Email: [amymillerlaw@gmail.com](mailto:amymillerlaw@gmail.com)

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On Fri, Sep 29, 2023 at 3:32 PM Beth Porter <[bporter@cityofwayne.org](mailto:bporter@cityofwayne.org)> wrote:

Hi Amy,

The airport management contract committee met this morning to review/negotiate the FBO and Airport Management contracts.

I have attached the contracts and highlighted the changes. The changes are minor but we wanted to make sure you approved them prior to taking to the Airport Authority for vote.

Amy- please review and let me know if we are okay to proceed with board vote on this.

Thanks,

Beth Porter  
Finance Director  
City of Wayne  
402-375-1733

**WAYNE AIRPORT AUTHORITY**  
**FIXED-BASE OPERATOR'S LEASE**

This agreement executed this **1<sup>st</sup> day of January 2024** 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)~~

A. House (Authority provides utilities)

~~D. East shop hangar @ \$1,100 per month plus utilities~~

B. Radio and telephone equipment.

C. Shop hangar **attached to terminal** (Authority provides utilities)

D. **New Terminal** (Authority provides utilities)

E. **Old 40x40** 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 (7) seven years commencing January 1, 2024.*

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 \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Lessee, Becker Flying Service, Inc.

**WAYNE AIRPORT AUTHORITY**  
**AIRPORT MANAGEMENT AGREEMENT**

This agreement executed this, **1<sup>st</sup> day of January 2024**, by and between the **WAYNE AIRPORT AUTHORITY**, hereinafter referred to as "**AUTHORITY**", and **Becker Flying Service, Inc.**, hereinafter referred to as "**Manager**".

**WHEREAS**, by an ordinance of the City of Wayne, Nebraska, the airport properties are owned by the City of Wayne, however, they are under the control and jurisdiction of the Wayne Airport Authority, including all powers provided by State statute, and

**WHEREAS**, the Authority has this day employed the Manager to act as airport manager for the Wayne Municipal Airport.

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

1. The Authority does hereby employ the Manager to manage the Wayne Municipal Airport and said Manager does hereby accept such employment and agrees to perform the duties incident hereto.

2. The Authority shall pay said Manager for Services, the sum of \$3,000 per month commencing on the **1<sup>st</sup> day of January 2024**.

3. In consideration of the compensation hereinabove provided, the Manager agrees to perform the following duties, obligations, and responsibilities:

- A. Supervise all activities at the airport and enforce all rules and regulations of the Airport Authority, the City of Wayne, State of Nebraska, and United States government which apply to the airport as operations.
- B. Maintain all necessary records, manuals, and checklists, and submit all reports required by the Airport Authority and/or other governmental agencies.
- C. Keep all runways, taxiways, aprons, ramps, parking lots, and access roads clear of snow and ice.
- D. Mow all areas not leased for farming and control noxious weeds in those areas.
- E. Clear out ditches of volunteer trees, weeds and other obstructions to the free flow of water.
- F. Keep pilots lounge open 8 to 6 seven days of the week.
- G. Keep main gate closed to traffic at all times.

- H. Inspect and clear debris from all runways paved and graveled areas, lights, navigational aids, buildings, and fences daily. He will also immediately repair all minor conditions and report all major defects to the Airport Authority.
- I. Operate the airport lighting system in accordance with the plan approved by the Airport Authority.
- J. Keep the airport neat and clean, free of all trash, junk, and debris.
- K. Maintain all airport owned equipment and immediately report to the Airport Authority any major repairs that are necessary.
- L. Be available at the airport as needed to operate said airport.
- M. Attend the Airport Authority meetings, unless otherwise instructed.
- N. Perform other duties as may be reasonably required for the safe operation of the airport.

***O. Have a jet fuel certified operator available as needed on the airport premises.***

4. That the Manager is not to hire, employ, or contract with any individuals to perform labor in the name of the Authority on Airport Authority owned and operated facilities.

5. That the Airport Authority agrees to provide the following for use in maintaining the facility:

- A. Equipment necessary for mowing and for snow and ice removal, including fuel, oil, and grease;
- B. Labor and parts for all major repairs;
- C. Parts and supplies for all minor repairs and maintenance;
- D. General liability insurance for the general operation of the airport with the Manager as a named insured;
- E. Other items only when approved prior by the Airport Authority.

6. ***This contract shall run for a period of (7) seven years beginning on January 1, 2024 and ending on December 31, 2030.*** The Airport Authority shall have the right to terminate this contract upon failure of the Manager to perform the duties required herein for unsatisfactory performance of said duties. The Manager may cancel this agreement

upon giving the Airport Authority written notice not less than 90 days prior to the intended date of termination.

7. The Manager shall not assign this contract or lease any premises, in whole or in part, without the written consent of the Airport Authority.

WAYNE AIRPORT AUTHORITY,

By \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Lessee – Becker Flying Service, Inc.

**Beth Porter - Fw: [External] NSTOL/Wayne America Draft Agreement**

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**From:** Travis Meyer <tnlmeyer@msn.com>  
**To:** Beth Porter <bporter@cityofwayne.org>  
**Date:** 9/18/2023 8:36 AM  
**Subject:** Fw: [External] NSTOL/Wayne America Draft Agreement  
**Attachments:** Wayne America Event Agreement.docx

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Beth,

Would you please put this in the packet for the October meeting also.

Thank you,

Travis Meyer

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**From:** Karen Flanary <karen@nationalstol.com>  
**Sent:** Friday, September 15, 2023 4:58 PM  
**To:** Travis Meyer <tnlmeyer@msn.com>  
**Cc:** Tom Flanary <tom@nationalstol.com>; Eric Farewell <eric@nationalstol.com>  
**Subject:** NSTOL/Wayne America Draft Agreement

Hi Travis,

Here is an initial draft of an agreement for National STOL at the Wayne America Fly In for 2024. Give it a read and let me know if you have any questions or want to make any adjustments before presenting it to the airport board.

I believe I mentioned this previously, but our goal is to get the National STOL schedule laid out and contracts signed for the 2024 season by December 1 of this year. We're happy to provide whatever support is necessary here on our side to accomplish this goal.

Thanks!

--



Karen Flanary  
National STOL Series  
[nationalstol.com](http://nationalstol.com)



## NATIONAL STOL/Wayne America Fly In Event Agreement

This **AVIATION EVENT AGREEMENT** is entered into as of the \_\_\_ Day of \_\_\_\_\_, 2023, by and between **National STOL, LLC**, a Florida limited liability company operating as National STOL (hereafter known as “**NSTOL**”), whose business address is **451 S. Airport Road, Lake Wales, FL 33859**, and **Wayne Municipal Airport Authority** (hereafter known as “**The Airport**”), a Nebraska municipality whose business address is **2304 NE-35 Wayne, NE 68787**.

This **AVIATION EVENT AGREEMENT** is for a traditional STOL competition within the **Wayne America Fly In**, to be held on **May 30 - June 2, 2024**, at **Wayne Municipal Airport** in **Wayne, NE**. **NSTOL** agrees to organize and conduct all aspects of the traditional STOL competition, including but not limited to:

- Setting up the competition area, including marking the runway with a start/finish line and distance hashmarks. If the airport does not want the runway painted, they will, at their own cost, provide another means of marking the runway that is visible to aircraft.
- Securing a Certificate of Insurance for liability coverage for the traditional STOL event naming the Wayne Municipal Airport and the Wayne Airport Authority as additional insured on the policy with the following coverages:
  - Bodily Injury and Property Damage: \$3,000,000
  - Owned and Hired Auto (on airport premises): \$3,000,000
  - Personal/Advertising Injury: \$3,000,000
  - Products-Completed Operations: \$1,000,000
  - Medical Payments: \$2,500/\$10,000
  - Volunteer Accident Policy: \$25,000

*NSTOL will agree to amend this agreement pending any reasonable changes of requirements to the above coverage list by request of Wayne Municipal Airport or the Wayne Airport Authority. Any requests should be made in writing at least 30 days in advance of the event. This liability coverage does not extend to other aspects of the Fly In that are not managed directly by NSTOL.*

- Providing Airboss personnel to handle the event air traffic, including their roles on Unicom and as Airbosses during the event.
- Creating an event landing page on nationalstol.com for competitor registration, linking to the Wayne America website which contains information for camping, general attendees, and other event information
- Providing National STOL staff on site to coordinate the event
- Providing event-specific waivers and hold harmless agreements for competitors
- Providing use of National STOL Scoring Spreadsheets, including calculation for Most Consistent, Pilot Performance Index (PPI), and overall winning pilots. Scores will be used for the 2024 National STOL Season Standings, will be included in Championship

Points, and will be listed on NSTOL's website and social media related to the 2024 season

- Producing & directing a broadcast/recording of the event
- Providing an announcer(s) for the PA and live broadcast during the event
- Transporting and providing necessary equipment for operations to and from the event, including but not limited to a production trailer, radios, safety vests, marking paint, cameras, PA system, airboss equipment, etc
- Marketing the event through the NSTOL mailing list and social media channels
- Providing up to 5 complimentary competitor registrations for Wayne America Fly In Partners and Friends. These registrations must be claimed on or before Friday, May 24, 2024.
- **NSTOL** agrees to provide a minimum of 4 hours of flight activity on both Friday, May 31 and Saturday, June 1, 2024 (pending safe weather conditions). The exact schedule will be determined in agreement with **The Airport** as the event approaches.

**The Airport** is responsible for:

- Obtaining any and all necessary approvals from the Airport, City, County, and State for the event
- Operating all other aspects of the Fly In, excluding the traditional STOL competition as outlined above. This includes but it not limited to other organized activities/public events, food and beverage offerings, sanitation needs, emergency response services, and general infrastructure
- Securing volunteers for the weekend of the event weekend, including those that can assist **NSTOL** with runway set up, line judging, and crowd management
- Physical preparation of the event area, including maintenance of the runway, mowing of any camping and spectator areas, and any leveling or rolling of the ground that may be necessary.
- Developing a site plan that allows for safe and convenient spectator viewing of the traditional STOL event
- Providing adequate crowd control fencing along the safety area of the competition zone to keep spectators clear of the runway and pits.
- Accepting and safely storing any items **NSTOL** may need to ship in advance of their arrival. Packages should be sent to: Please provide address
- Facilitating contact with local shareholders in a timely manner
- Collecting and processing payment for any Sales Tax, local tax, event permits, or other fees as required by the local municipalities, county, or state agency or department.
- Linking from the Wayne America Fly In website to the **NSTOL** landing page for the event, and providing an online platform for ticket sales, camping reservations, and general attendee information
- Reserving 4 camping sites with hookups and 4 hotel rooms on behalf of **NSTOL** for the duration of the event

**The Airport** retains the event naming rights and imagery associated with the event; all branding will be done in cooperation with **The Airport**. **The Airport** and **NSTOL** grant one another mutual permission to use the Wayne America Fly In, Wayne Municipal Airport, and National STOL names, logos, and images for securing sponsorships, marketing, and promotional purposes. **The Airport** and **NSTOL** further agree that all marketing material surrounding the traditional STOL competition will be co-branded to include the appropriate NATIONAL STOL and WAYNE AMERICA FLY IN logos and trademarks.

**NSTOL** retains the right to design and sell merchandise at the Wayne America Fly In that will promote the event and its 2024 Series.

**NSTOL** retains the right to promote its annual sponsors per the terms and conditions of their individual contracts, including but not limited to display of banners, flags, and tents in the competition area; mentions on the PA and broadcast; complimentary vendor space or tickets upon request; and inclusion of logos or ads in the marketing materials distributed by **NSTOL**.

**NSTOL** agrees to include mention of any local sponsors obtained by **The Airport** on the live PA and broadcast, pending the receipt of a list of these sponsors and any specific messaging (15 seconds or under) is received a minimum of one week prior to the event. **NSTOL** agrees to provide **The Airport** two complimentary 30-second commercial and one complimentary 1-minute commercial spots on the live broadcast; additional commercial spots may be sold to Wayne America Fly In sponsors for a 50/50 revenue split based on the National STOL 2024 standard pricing list (any commercial spots must be received on or before Friday, May 24, 2024). In addition, any additional event-specific marketing packages that remain available (including but not limited to Presenting Sponsor, Broadcast Presented by Sponsor, and Class Presented by Sponsors) may also be sold by **The Airport** for the same 50/50 revenue split based on the National STOL 2024 standard pricing list.

**The Airport** will pay **NSTOL** a non-refundable deposit of **\$5,000.00** no later than December 1, 2023, by wire transfer or check. This initial payment is deemed earned at the time paid, whether or not the Event takes place. No later than February 1, 2024, **The Airport** will pay **NSTOL** an additional payment of **\$10,000.00**. The final balance of **\$10,000.00** shall be paid no later than June 15, 2024.

**NSTOL** and **The Airport** recognize that the event success is paramount and is determined by a positive experience by the community. As such, if **The Airport** does not complete any of their requirements, then **NSTOL** will be compensated by **The Airport** for any costs incurred by **NSTOL** in coordinating and planning these changes.

**NSTOL** reserves the right to produce, record and distribute social media, photos, and broadcast content from this event to further promote the series, regardless of Live Broadcast or recording status. **The Airport** may produce video & photo content, but all video content from the traditional STOL competition must include the National STOL Series in the title or description.

**NSTOL** reserves the right to curtail, cancel or reschedule the event due to circumstances, including weather, safety, or unforeseen circumstances. If the event needs to be rescheduled, it will be done in agreement with **The Airport**.

If, on account of causes not due to the fault or negligence of either party, such as, but not limited to, national emergency, disaster, or an act of God, the event is abandoned, canceled, or prevented, neither party hereto shall be liable to the other for any expense incurred in connection with the event.

**NSTOL** and **The Airport** are in agreement, the terms are to be duly executed as of the Effective Date.

**National STOL, LLC**

\_\_\_\_\_

Name:

Title:

**Wayne Municipal Airport**

\_\_\_\_\_

Name:

Title: