

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AGENDA
October 14, 2024
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

- Farm lease- action to direct staff to advertise for bid proposals on farm ground

6. Old Business

- Discussion/possible action regarding State Fly-In
- Discussion/update on 2 bay corporate hangar project
- Discussion/possible action on jet fuel truck
- Flight simulator/club update
- AWOS update

7. Airport Manager Comments

8. Adjourn

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
September 30, 2024

PREVIOUS BALANCE 41,503.16

DEPOSITS:

Interest on checking account	83.63
Avgas	7,492.42
County Treasurer	30,294.30
Accounts receivable	2,065.40
State of NE ACH	251,698.00
Farm income	28,599.90

320,233.65

TOTAL AVAILABLE 361,736.81

CLAIMS:

Claims Paid September 339,360.69

BOOK BALANCE AS OF SEPTEMBER 30, 2024 22,376.12

Plus Outstanding Checks 0.00

Less Outstanding Deposits 0.00

BANK BALANCE AS OF SEPTEMBER 30, 2024 22,376.12

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
10/31/2023	Interest earned	2.762	\$ 1,243.74	\$ 530,840.82
11/30/2023	Interest earned	2.762	\$ 1,206.40	\$ 532,047.22

12/31/2023	Interest earned	2.762	\$ 1,249.50	\$ 533,296.72
1/31/2024	Interest earned	2.762	\$ 1,249.01	\$ 534,545.73
2/29/2024	Interest earned	2.762	\$ 1,171.07	\$ 535,716.80
3/31/2024	Interest earned	2.762	\$ 1,254.67	\$ 536,971.47
4/30/2024	Interest earned	2.762	\$ 1,217.00	\$ 538,188.47
5/31/2024	Interest earned	2.762	\$ 1,260.46	\$ 539,448.93
6/11/2024	Transfer costs for est #1		\$ (110,342.39)	\$ 429,106.54
6/27/2024	Deposit costs for est #1		\$ 110,342.39	\$ 539,448.93
6/30/2024	Interest earned	2.762	\$ 1,089.27	\$ 540,538.20
7/9/2024	Transfer costs for est #2		\$ (190,231.97)	\$ 350,306.23
7/15/2024	Deposit costs for est #2		\$ 190,231.97	\$ 540,538.20
7/31/2024	Interest earned	2.762	\$ 1,179.71	\$ 541,717.91
8/12/2024	Transfer 10% cost share FAA project-Aug claims		\$ (39,977.58)	\$ 501,740.33
8/31/2024	Interest earned	2.762	\$ 1,208.35	\$ 502,948.68
9/11/2024	Transfer costs for est #4		\$ (279,664.43)	\$ 223,284.25
9/16/2024	Transfer costs for est #4		\$ 279,664.43	\$ 502,948.68
9/30/2024	Interest earned	2.762	\$ 1,034.23	\$ 503,982.91

WAYNE MUNICIPAL AIRPORT AUTHORITY

September 9, 2024

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 Tom Schmitz. The following members were present: Tom Schmitz, Andrea Henderson, and David Ley. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Tom Becker, Karma Schult and Travis Meyer Becker Flying Service, Curtis Christianson Olsson Engineering, Scott Morgan, Doug Nelson, and Lisa Meyer.

Henderson moved and Ley 2nd to approve the minutes of August 12, 2024, Regular Meeting. Roll was called with the following results: Yeas: Schmitz, Henderson, and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Henderson 2nd to accept all the claims presented as of September 9, 2024. Roll was called with the following results: Yeas: Schmitz, Henderson, and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Henderson 2nd that we approve Resolution 2024-2 Approval and Adoption of 2024-2025 Budget. Roll was called with the following results: Yeas: Schmitz, Henderson, and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Henderson 2nd to approve Change Order on Septic System as estimated by Olsson Engineering. Role was called with the following results: Yeas: Schmitz, Henderson, and Ley. Nays: None. The Chairman declared the motion carried.

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 Schmitz adjourned the meeting at 6:19 PM.

David R. Ley Secretary

WAYNE MUNICIPAL
AIRPORT AUTHORITY
September 20, 2024

Ck # 8754 Heartland Fire Protection- Fire extinguisher inspection..... 191.32
 Ck # 8755 Sapp Bros- Avgas 16,796.75

October 14, 2024

Ck # 8756 Ace Hardware- Wire, sealant, paint, clean supplies, lawn winterize, drill bits 493.79

Ck # 8757 Appeara- Rugs & mops 74.58

Ck # 8758 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..... 245.15

Ck # 8759 Chesterman Co- Rental..... 7.00

Ck # 8760 City of Wayne
 AWOS 8.90
 Apron lighting..... 36.21
 House 222.49
 Terminal/hangar..... 976.18
 Shop..... 99.63
 Office & irrigation 222.30
 Lift station..... 0.84
 Corporate hangar 1.80
 Data plan iPad..... 40.01
 Postage..... 22.08
 Insurance..... 3,881.09
 Ads/notices 146.52
 Treasurer’s fee 500.00
 6,158.05

EFT Department of Aeronautics –
 Hangar Loan H06 1,182.00
 Hangar Loan H07 1,391.00
 AWOS 383.33
 2,956.33

Ck # 8761 Fastwyre- Phone & internet..... 294.78

Ck # 8762 Johnny’s Pest Control..... 55.00

Ck # 8763 Lutt Oil- Fuel..... 155.71

Ck # 8764 Main Street Auto- Ford F-250 oil change 82.02

Ck # 8765	Northeast Nebraska Aviators Inc.-Employment Agmt. Oct 2024.....	2,200.00
Ck # 8766	Olsson-3-31-0086-020/21 Est #14	30,239.78
Ck # 8767	QT Pod- Network access & support agreement	1,195.00
EFT	Verizon – Cell phone	114.57
Ck # 8768	Waste Connections- Trash removal.....	103.75
Ck # 8769	Wayne Auto Parts- Belts	55.12
Ck # 8770	Wisner Auto Parts- Fuel	229.11
Ck # 8771	Yant Equipment- Service call fuel truck	496.21
	TOTAL.....	\$64,983.02

Beth Porter - RE: [External] Wayne Airport- land lease

From: Curtis Christianson <cchristianson@olsson.com>
To: Beth Porter <bporter@cityofwayne.org>
Date: 10/9/2024 7:05 PM
Subject: RE: [External] Wayne Airport- land lease
Attachments: Wayne Land Use Plan.pdf

Beth,

I worked through the attached exhibit and am not finding a single area that equates to the 40 acres of brome grass.

Thinking about the areas that are brome grass and alfalfa, I would say that the areas that would have been decreased would have been the alfalfa areas.

I am doing a quick walkthrough with Travis tomorrow and can look to see what areas alfalfa and brome are and reference the attached drawing to see if it was the correct to decrease the alfalfa area only, or if some of the areas need to come from the brome grass as well.

The one thing that I am checking on is that possibly the area inside of the crop restriction line outside of the runway and taxiway safety areas is the brome grass.

If it is not, the areas would be approximately 96 acres of alfalfa and 40 acres of brome.

Sorry for the delay on this, will let you know as soon as possible.

Thanks.

From: Beth Porter <bporter@cityofwayne.org>
Sent: Wednesday, October 9, 2024 11:47 AM
To: Curtis Christianson <cchristianson@olsson.com>
Subject: RE: [External] Wayne Airport- land lease

This Message Is From an External Sender

This message came from outside your organization. Please take care when clicking links or opening attachments. When in doubt, use the Report Phish button or contact IT to have the message analyzed.

Hi Curt,

I'm preparing the packets for the upcoming Airport Authority meeting and I misspoke when I stated I just needed the total acres. I will need to state the amount of acres for alfalfa crop and the amount of acres for brome grass.

I've attached the notice I found from Nancy's files from 2010 that I'm using as a template.

Could you help me distinguish the amount of alfalfa acres vs. brome grass acres?
Thanks!

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

>>> Curtis Christianson <cchristianson@olsson.com> 9/5/2024 11:07 AM >>>
Beth,

There is 134.6 acres of total farmable land shown in the hatched areas.

Thanks.

From: Beth Porter <bporter@cityofwayne.org>
Sent: Thursday, September 5, 2024 9:15 AM
To: Curtis Christianson <cchristianson@olsson.com>
Subject: RE: [External] Wayne Airport- land lease

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When in doubt, use the Report Phish button or contact IT to have the message analyzed.

Thanks Curt- this is perfect. We would just need a total allowable area for crops- it is one lease. We had adjusted the acres on Heithold's lease after the runway construction to 136.19 acres. If you could review/confirm that for current accuracy that would be great.
This won't be coming before the Board until the October meeting.
Thanks,

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

>>> Curtis Christianson <cchristianson@olsson.com> 9/4/2024 7:30 PM >>>
Hey Beth,

I found this that we did awhile ago. I can also update to show existing conditions with the full parallel taxiway.

Do you want to include the acres on there for the various areas? Or is the entire airport just one lease and you need just a total allowable area for crops?

Thanks.

From: Beth Porter <bporter@cityofwayne.org>
Sent: Wednesday, September 4, 2024 12:43 PM
To: Curtis Christianson <cchristianson@olsson.com>
Subject: Wayne Airport- land lease

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Hi Curt.

The current lease that the Airport Authority has with Heithold expires the end of this year.

I'm going through Nancy's files and have found a 'Land Use Plan' that she provided bidders- see attached.

Is this still appropriate with the runway construction that has occurred at the airport?

Thanks for your help!

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

Areas Where Crops Are Allowed (Existing)

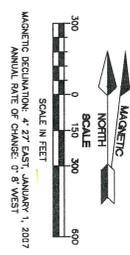
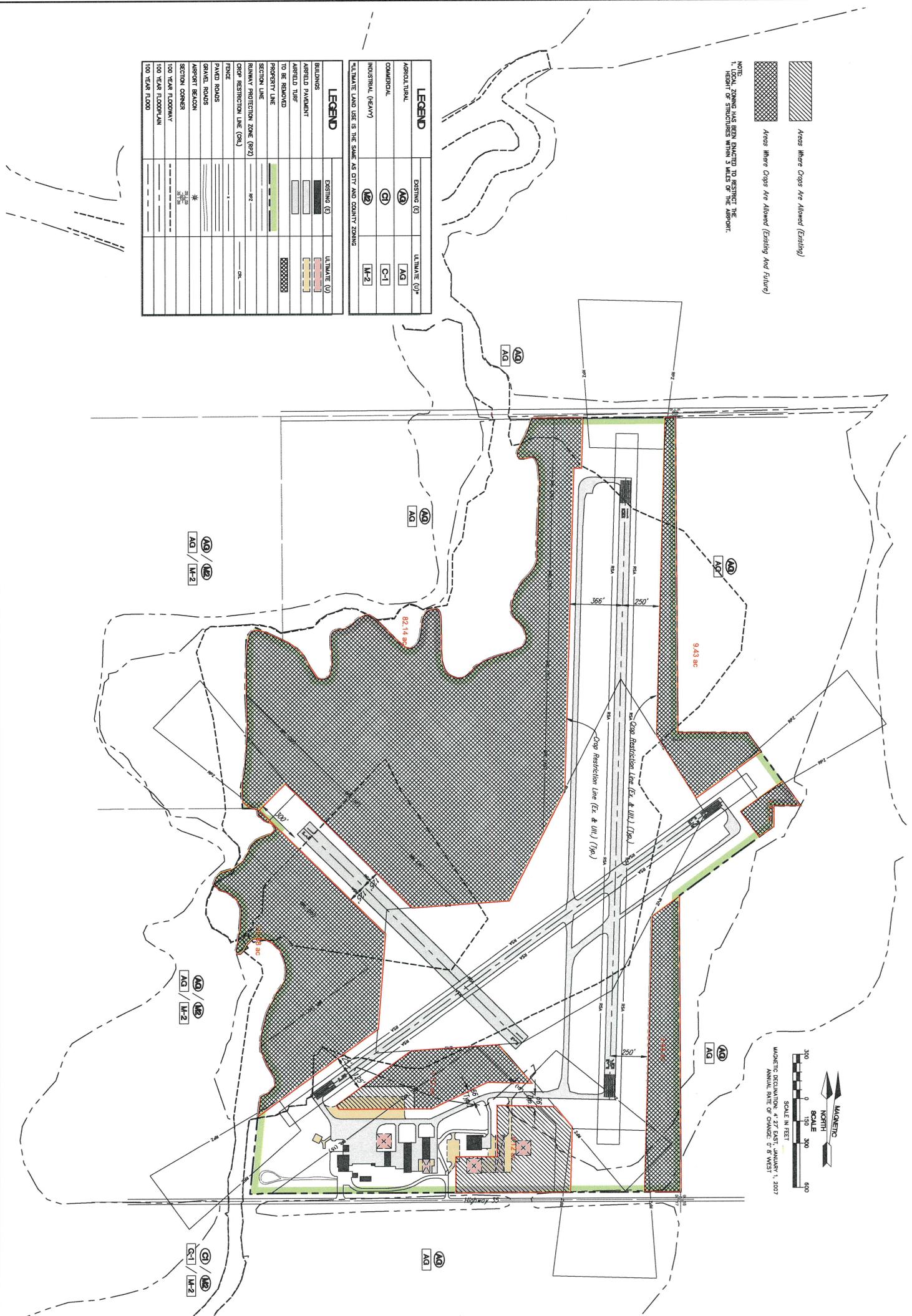
Areas Where Crops Are Allowed (Existing And Future)

NOTE:
1. LOCAL ZONING HAS BEEN ENACTED TO RESTRICT THE
HEIGHT OF STRUCTURES WITHIN 3 MILES OF THE AIRPORT.

LEGEND		EXISTING (E)	ULTIMATE (U)
AGRICULTURAL	(A2)	(A2)	AG
COMMERCIAL	(C1)	(C1)	C-1
INDUSTRIAL (HEAVY)	(I2)	(I2)	M-2

ULTIMATE LAND USE IS THE SAME AS CITY AND COUNTY ZONING.

LEGEND		EXISTING (E)	ULTIMATE (U)
BUILDINGS		[Symbol]	[Symbol]
AIRFIELD PAVEMENT		[Symbol]	[Symbol]
AIRFIELD TURF		[Symbol]	[Symbol]
TO BE REMOVED		[Symbol]	[Symbol]
PROPERTY LINE		[Symbol]	[Symbol]
SECTION LINE		[Symbol]	[Symbol]
RUNWAY PROTECTION ZONE (RPZ)		[Symbol]	[Symbol]
CRCP RESTRICTION LINE (CR)		[Symbol]	[Symbol]
FENCE		[Symbol]	[Symbol]
PAVED ROADS		[Symbol]	[Symbol]
GRAVEL ROADS		[Symbol]	[Symbol]
AIRPORT BEACON		[Symbol]	[Symbol]
SECTION CORNER		[Symbol]	[Symbol]
100 YEAR FLOODWAY		[Symbol]	[Symbol]
100 YEAR FLOODPLAIN		[Symbol]	[Symbol]
100 YEAR FLOOD		[Symbol]	[Symbol]



NO.	DATE	DESCRIPTION
4	7/17/11	AP-025/021 AS-BUILTS
3	5/12/11	AP-013 AS-BUILTS
2	12/12/10	AP-014 AS-BUILTS
1	10/26/11	AP-11/12 AS-BUILTS
01		

LAND USE PLAN
AIRPORT LAYOUT PLAN
AIP 3-31-0086-07
WAYNE MUNICIPAL AIRPORT
WAYNE, NEBRASKA

olsson

601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508

TEL 402.474.6311 www.olsson.com

drawn by: JDB
checked by: DMH
approved by: DMH
project no.: 20080583
dwg name: 008650lp
date: 3/08

SHEET
11 of 12

NOTICE OF LAND RENTAL

The Wayne Airport Authority of the City of Wayne will accept bids for cash rent of agricultural land owned by the City. The terms of the farm lease will be for a five year period of time. The tract of land is located at the Wayne Municipal Airport and contains approximately 96 acres of farmland for alfalfa crop for minimum of 4 years, and 40 acres of brome grass on a 60%/40% share from grass prices at time of harvest. This tract of land has crop restrictions because of location. A copy of the map indicating restriction areas is available for viewing at the Finance Director's office at City Hall. Bids will be opened at 5:35 P.M. on the 11th of November 2024 at the Airport Terminal Meeting Room at the Wayne Municipal Airport. Sealed bids may be submitted to the Finance Director at 306 Pearl Street by 4:30 P.M. November 11, 2024. The Airport Authority reserves the right to reject any and all bids.

Wayne Airport Authority
Thomas Schmitz
Chairman

**Waiting on confirmation from Curtis Christianson on acres

FARM LEASE

This lease is entered into this 30th day of September, 2021 and will end the 31st day of December, 2024, by and between Wayne Airport Authority of Wayne, Nebraska, Owner, and Jason Heithold of Wayne, Wayne County, Nebraska, Tenant.

1. Description of Property. The Owner hereby leases to the Tenant, to occupy and use for agricultural and related purposes, the following described property located in Wayne County, State of Nebraska:

- a. The farm land located on a tract of land in the North Half (N1/2) and the South Half (S1/2) of Section Eight (8), Township Twenty-six (26) North, Range Four (4), East of the 6th P.M., lying East of the center line of Logan Creek, Wayne County, Nebraska, subject to the following: a) existing easements and restrictions of record, and b) Height restriction and crop limitation farming plan map prepared by HWS Consulting Group, Inc., dated 1998, and which is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

2. Term of Lease. The term of this lease shall be from the 1st day of January, 2022, until the tenant completes harvest of the 2024 crop or to the 31st day of December, 2024, whichever is later.

3. Rental. For the occupancy and use of the Property, the Tenant agrees to pay the Owner annual rent computed at the rate of \$210.00 per acre for _____ acres, or \$_____ total cash rent, with annual payments due in full on September 1st of each respective year, commencing 2022. The exact number of farmable acres is not known at the time of entry of this Agreement, but will be determined by the parties no later than May 31, 2022, and remain in effect for the duration of this Lease Agreement.

a. The failure or delay of the Owner or Tenant to exercise any of their respective rights or privileges under this provision of the lease, or any other terms of this agreement, shall not be held a waiver of any other terms, covenants, or conditions of said instrument, nor of any of the respective rights or privileges of either party under the same. Any act of either the Owner or Tenant waiving, or which may be held to have waived, any specific default of the other party shall not be construed or held to be a waiver of any future default.

4. Operational Expenses. The Tenant shall furnish all labor, equipment, and expenses for the operation of the farm, except as indicated below:

_____ [None] _____

5. Tenant Agrees to the Following:

a. Maintenance. He will maintain the Property during his tenancy in as good condition and repair as at the beginning, or as later improved, normal wear and depreciation from causes beyond the Tenant's control expected.

b. Operation. He will operate the farm in an efficient and husband-like manner, will do the plowing, seeding, cultivating, and harvesting at the proper time and in the proper manner.

c. Waterways, etc. He will keep in good repair any and all grass waterways, terraces, open ditches, and inlets and outlets of tile drains.

d. Waste. He will not commit any waste or damage to the property and will use due care to prevent others from so doing.

e. Timber. No timber on the Property shall be used for any purpose without the prior written consent of the Owner.

f. Restriction on Activities. Tenant agrees to have all crops from the previous year removed from the ground at least seven (7) days prior to Landlord's annual Mayday STOL event (STOL). Dates of (STOL) will be determined on an annual basis, and communicated to Tenant immediately after determined. The dates for the 2022 Mayday STOL are scheduled for May 20th-May 22nd. Furthermore, Tenant agrees to not plant any crop on the subject property until after the conclusion of the annual STOL event.

g. Access. He will permit the Owner or its agent(s) to enter the Property at any reasonable time for repairs, improvements, or inspection.

h. Possession. He will yield possession of the Property to the Owner at the expiration of this Lease without further notice.

i. Runways, Taxiways, or Apron Areas. He will not transport or park any farm machinery, equipment or other personal property on the runways, taxiways, or apron areas.

j. Hunting or Trapping. He will not, nor will he permit anyone else to hunt or trap on the Property without the written consent of the Owner.

k. Air Space, Noise. He shall reserve to the Owner, for the use of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Property, together with the right to cause such noise as may be inherent in the operation of the aircraft.

l. Attraction of Birds. He shall take no action, build any structure, or create any condition, other than normal farming operations, that will attract or encourage migratory or non-migratory birds or fowl, including, but not limited to, ducks, geese, and other waterfowl to any area within a zone that would endanger the safe takeoff and landing of aircraft at the airport. Tenant acknowledges that the congregation of birds or fowl may endanger takeoffs and landings at the airport and that no steps or action should be taken to encourage this congregation anywhere within a reasonable range of the airport that may create the danger presented herein.

m. Assignment of Lease. He shall not assign this lease, either in whole, or in part, nor sublet or mortgage the leasehold interest of Tenant, nor any part or parts thereof, without first obtaining, in each and every instance, the Owner's consent thereto in writing. No such assignment or subleasing shall relieve the Tenant from any of the Tenant's obligations contained in this Lease.

n. Liens. He will not permit any construction lien, crop lien, fertilizer lien, or any other lien or encumbrance to be placed upon real estate or any building or improvement thereon during the term hereof, and in the case of the filing of any such lien, will promptly pay the same unless Tenant elects to consent to the validity or amount of the lien. If Tenant so elects, Tenant shall, within twenty (20) days of filing the lien, notify Owner, in writing, and deposit with Owner, a sum of money equal to one and one half (1 ½) times the amount of the claimed lien to be held in escrow by Owner until said lien is released.

6. Owner Agrees to the Following:

a. Taxes. It will pay all taxes on the Property.

b. Transfer of Property. If it should sell or otherwise transfer the Property, it will do so subject to the provisions of this lease.

7. Tenant and Owner Mutually Agree to the Following:

a. Time. Time is of the essence concerning this Lease.

b. Binding Effect. The terms of this Lease shall apply to the heirs, personal representatives, successors, and assigns of both Owner and Tenant in like manner as to the original parties.

c. Aerial Approaches. Notwithstanding any other provisions of this Lease, Owner shall have authority to take whatever action is necessary to protect the aerial approaches of the Wayne Municipal Airport against destruction.

d. Conditions; FAA Approval. This Lease is conditional and subject to cancellation by Owner for the use for airport purposes. Furthermore, this Lease, and the terms thereof, is potentially subject to the approval of the Federal Aviation Administration (FAA), and that if FAA approval is required, said lease will not be effective until such approval is received.

8. Default. All covenants and agreements contained in this Lease are declared to be conditions to this lease and to the term hereby demised to the Tenant. Should the Tenant default in the performance of any covenant, condition or agreement contained in this lease, the Owner may terminate this lease and reenter and regain possession of the Property in the manner then provided by the laws of unlawful detainer of the State of Nebraska then in effect.

9. Additional Agreements:

a. Farming Plan. Tenant shall not be permitted to plant corn during the term of this lease. The plan for farming, including what crops will be planted on the Property, shall be worked out in writing and mutually agreed upon prior to the planting of the crops, and no crops of any nature shall be grown by Tenant within one hundred twenty-five feet (125') on either side of the center line of any grass runway, or within two hundred (200') feet of the center line on any paved runway or within five hundred feet (500') of the end of the paved runway.

b. Indemnity; Insurance. Tenant shall hold harmless and indemnify Owner for any and all injury to persons or damage to property occurring on the Property during the term of this lease. Tenant shall maintain liability insurance and shall provide proof of the same to the Owner upon Owner's request. Failure to maintain insurance shall constitute a breach of this lease.

c. Grass and Hay. Grass or hay shall be harvested from the grass strips of the airport approximately 40 acres, and shall be divided on a 60-40 basis, with the Tenant receiving 60% and the Owner receiving 40%. Hay bales are to be removed immediately from the runway, or taxiway areas.

September 13, 2024

To: Nebraska Airports

From: Nebraska Aviation Council

RE: Request for proposals to host the Nebraska State Fly-In for the year 2026 or 2027

The Nebraska State Fly-In has been a successful event for the past 32 years. The first was at Alliance in 1993, and this year nearly 6,000 people enjoyed the two-day aviation fly-in and air show at O'Neill.

The Nebraska Aviation Council assists the host community in the promotion and planning of this annual event. The council is now seeking communities to host the Nebraska State Fly-In for 2026 or 2027. Enclosed is a summary of the Aviation Council's responsibilities for assisting with the event as well as the host community's responsibilities.

Please complete the enclosed application and return it to the Nebraska Aviation Council by Friday, November 15, 2024. A committee will evaluate the responses and select the sites as soon as possible.

We hope you will consider hosting a Nebraska State Fly-In. It is a great opportunity to bring recognition to your community and promote aviation throughout the state.

If you have questions, please contact me.

Sincerely,



Diane Bartels
402-429-3342

DBSharpie@aol.com

NEBRASKA STATE FLY-IN RESPONSIBILITIES

The Nebraska Aviation Council is responsible for the following:

1. Providing a list of aviation organizations and aviation vendor exhibits and displays.
2. Publicizing the event statewide and regionally within the aviation community.
3. Assisting in making arrangements for aircraft judging (NAC will provide plaques), safety seminars, or other related activities.
4. Designating a Nebraska Aviation Council member to function as a liaison to the event host.
5. Providing a \$1,000 stipend.

The Event Host is responsible for the following:

1. Coordinating all local logistics for the Fly-In and associated activities such as breakfast and/or lunch, exhibits, aircraft parking, vehicle parking, signs, concessions, clean-up, etc.
2. Providing evidence of insurance or a Certificate of Insurance which shows minimum liability coverage for all the activities planned at the Nebraska State Fly-In. The Nebraska Aviation Council must be named as an Additional Insured on all pertinent insurance policies. Please see the Nebraska State Fly-In Application for the details and required timeframe.
3. Coordinating with the Federal Aviation Administration.
4. Publicizing the event locally.
5. Designating a representative to function as a liaison to the Nebraska Aviation Council.

NEBRASKA STATE FLY-IN APPLICATION

Responses to the following questions will be evaluated by the Nebraska Aviation Council to determine the site of the Nebraska State Fly-In.

1. Airport _____

2. Event Host (airport authority, chamber of commerce, flying club, etc.)

Address _____

Telephone _____

3. Does your airport have space to accommodate 50+ fly-in airplanes?

Yes _____ No _____

4. Does your airport have space to accommodate static displays and an exhibit area? Yes _____ No _____

5. Is adequate vehicle parking available on/near the event? Yes _____ No _____
If no, what shuttle arrangements can be made for off-site parking?

6. Please attach a sketch of the airport showing areas to be designated for aircraft parking, vehicle parking, and display and exhibit areas.

7. The event host is responsible for securing Airport Premises Liability insurance that specifically includes the Nebraska State Fly-In event and all planned activities. The Nebraska Aviation Council must be listed on the certificate of insurance as an Additional Insured. The Nebraska Aviation Council must be provided with a certificate of insurance indicating compliance with these requirements at least 30 days in advance of the event. The Event Host agrees to comply with these requirements. Yes _____ No _____

Attach a current Certificate of Liability Insurance with application. Nebraska Aviation Council does not need to be listed as additional insured at the time of application.

8. What specific date are you proposing for the Fly-In? _____

Please note that you may request to reschedule the event through the Nebraska Aviation Council within the designated year for unforeseeable reasons such as weather or pandemics, but you cannot change years. If the event cannot be completed in the designated year, it shall be cancelled.

9. Please attach a description of the type of event you are proposing, i.e. flight breakfast, lunch, air show, additional non-aviation activities at the airport, other local events, etc. PLEASE NOTE: AIRSHOW NOT REQUIRED.

10. Please include any comments or materials you feel may provide additional information to support your request for hosting a Nebraska State Fly-In.

11. Person completing the application:

Name _____

Address _____

Telephone _____

E-mail _____

Your signature here indicates that you agree to adhere to all the details, covenants, and requirements listed on this application:

Signature _____

PLEASE RETURN APPLICATION AND ATTACHMENTS BY:
FRIDAY, NOVEMBER 15, 2024

Nebraska State Fly-In
Nebraska Aviation Council
PO Box 80292
Lincoln NE 68501

If you need more time, please contact us.

Beth Porter - RE: [External] Corporate hangar

From: Curtis Christianson <cchristianson@olsson.com>
To: Beth Porter <bporter@cityofwayne.org>
Date: 10/1/2024 10:51 PM
Subject: RE: [External] Corporate hangar

Hey Beth,

Sorry on the delay for this, but below is what I have found out. I am still wanting to get Norfolk, Seward and Blair prices.

Some that I know off hand for similar size buildings are shown below:

Ainsworth – 62.5' x 65' - \$600/Month
Burwell – 60' x 50' - \$350/Month plus utilities
Burwell – 50' x 50' - \$250/Month plus utilities
Thedford – 60' x 60' - \$400/Month plus utilities

What I have seen a lot elsewhere is somewhere between that \$0.08 – \$0.16 per square foot, more probably closer to that \$0.10-\$0.12 per square foot. But I have been reminding everyone who is looking at setting hangar prices are that repair costs are increasing exponentially like everything else.

I will do a bit more asking on similar size buildings around the state but wanted to get back to you. We are also working on a

From: Beth Porter <bporter@cityofwayne.org>
Sent: Tuesday, September 24, 2024 10:18 AM
To: Curtis Christianson <cchristianson@olsson.com>
Subject: Corporate hangar

This Message Is From an External Sender

This message came from outside your organization. Please take care when clicking links or opening attachments. When in doubt, use the Report Phish button or contact IT to have the message analyzed.

Hi Curt,

Would you be able to share any information regarding hangar rent from other similar airports? The Airport Authority will be discussing setting rates for the new corporate hangar and will be curious about comparison to other similar facilities.

Thanks!

Beth Porter
Finance Director
City of Wayne

Beth Porter - [External] Jet A update.....

From: Travis Meyer <tnlmeyer@msn.com>
To: Beth Porter <bporter@cityofwayne.org>, karma <karma@hartel.net>
Date: 10/1/2024 1:13 PM
Subject: [External] Jet A update.....

Beth,
Would you please put this in the packet for the next meeting.

The State of Nebraska Weights and Measures was here along with Yant services. The state was unable to verify the two pumps/meters on the back of the truck. They needed to have a NTEP number for both and Registration/Serial number on the back meter was missing.

Yant is going to email a replacement pump/meter to make our truck legal.

Instead of having two meters/pumps we are going to only have one that will feed both the over the wing nozzle and the underwing nozzle. This way we do not need to replace both meters. Other than that it is working and pumping fine. I asked both of them if there was ANYTHING else that they could see that might need to be addressed and they said no.

Kind of frustrating but we are still moving forward.

Thank you,

Travis Meyer