

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
AGENDA  
November 11, 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

- 5:35 p.m. Land rental bids- opening and award
- Hangar availability/leases
- Discussion/possible action regarding phone/internet service

6. Old Business

- 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  
October 31, 2024

PREVIOUS BALANCE 22,376.12

DEPOSITS:

Interest on checking account	13.53
Avgas	7,972.03
County Treasurer	5,766.79
Accounts receivable	12,757.03
State of NE ACH	27,216.00

53,725.38

TOTAL AVAILABLE 76,101.50

CLAIMS:

Claims Paid October 47,611.62

BOOK BALANCE AS OF OCTOBER 31, 2024 28,489.88

Plus Outstanding Checks 2,200.00

Less Outstanding Deposits 0.00

BANK BALANCE AS OF OCTOBER 31, 2024 30,689.88

### Airport Money Market Account

<b>Date</b>	<b>Transaction</b>	<b>Average Rate</b>	<b>Transaction Amount</b>	<b>Balance</b>
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
10/31/2024	Interest earned	2.762	\$	1,180.35	\$	505,163.26

WAYNE MUNICIPAL AIRPORT AUTHORITY

October 14, 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, Scott Hammer, Mark Putnam, and David Ley. Also attending the meeting were Beth Porter Airport Authority Treasurer, Tom Becker, Karma Schult, Scott Carr and Travis Meyer Becker Flying Service, Scott Morgan, Dana Tompkins, Lisa Meyer, and Dave Zach.

Hammer moved and Putnam 2<sup>nd</sup> to approve the minutes of September 9, 2024, Regular Meeting. Roll was called with the following results: Yeas: Schmitz, Hammer, Putnam, and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Hammer 2<sup>nd</sup> to accept all the claims presented as of October 14, 2024. Roll was called with the following results: Yeas: Schmitz, Hammer, Putnam, and Ley. Nays: None. The Chairman declared the motion carried.

Putnam moved and Hammer 2<sup>nd</sup> that we advertise for bid Farmland Lease to be closed November 11, 2024. Roll was called with the following results: Yeas: Schmitz, Hammer, Putnam, and Ley. Nays: None. The Chairman declared the motion carried.

Hammer moved and Putnam 2<sup>nd</sup> to pay for meter and other items to put our jet fuel truck in compliance for service. Roll was called with the following results: Yeas: Schmitz, Hammer, Putnam, and Ley. Nays: None. The Chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was 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  
November 11, 2024

Ck # 8772	Ace Hardware- Trash bags & batteries.....	69.97
Ck # 8773	Appeara- Rugs & mops .....	111.87
Ck # 8774	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.....	284.13
Ck # 8775	Bomgaars- PVC gloves & funnel .....	14.98
Ck # 8776	Chesterman Co- Rental.....	7.00
Ck # 8777	City of Wayne	
	AWOS .....	8.54
	Apron lighting.....	21.41
	House .....	175.00
	Terminal/hangar.....	949.25
	Shop .....	127.90
	Office & irrigation .....	276.51
	Lift station.....	0.72
	Corporate hangar .....	44.63
	Data plan iPad.....	40.01
	Ads/notices .....	36.37
	Treasurer’s fee .....	500.00
		2,180.34
EFT	Department of Aeronautics –	
	Hangar Loan H06 .....	1,182.00
	Hangar Loan H07 .....	1,391.00
	AWOS .....	383.33
		2,956.33
Ck # 8778	Fastwyre- Phone & internet.....	296.17
Ck # 8779	Johnny’s Pest Control.....	55.00
Ck # 8780	Main Street Auto- Toyota Sienna brake hydraulic system bleed .....	177.84
Ck # 8781	Northeast Nebraska Aviators Inc.-Employment Agmt. Nov 2024.....	2,200.00
EFT	Verizon – Cell phone .....	114.50
Ck # 8782	Warren Garage Door- Hangar #5 door repair.....	652.50
Ck # 8783	Waste Connections- Trash removal.....	103.75

Ck # 8784	WisnerWest- Fuel.....	88.36
Ck # 8785	Zach Heating & Cooling- Reprogram softener at house .....	139.00
	TOTAL .....	\$12,290.74

## 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 136 acres of farmland for alfalfa and/or cereal rye crop for minimum of 4 years, and approximately 33 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 11<sup>th</sup> of November 2024 at the Airport Terminal Meeting Room at the Wayne Municipal Airport. Sealed bids may be submitted to the Finance Director c/o Wayne Police Department 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

FARM LEASE

This lease is entered into this 1st day of January, 2025 and will end the 31<sup>st</sup> day of December, 2029, by and between Wayne Airport Authority of Wayne, Nebraska, Owner, and \_\_\_\_\_ 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 6<sup>th</sup> 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 1<sup>st</sup> day of January, 2025, until the tenant completes harvest of the 2029 crop or to the 31<sup>st</sup> day of December, 2029, 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 \$ \_\_\_\_\_ per acre for 136 acres, or \$ \_\_\_\_\_ total cash rent, with annual payments due in full on September 1<sup>st</sup> of each respective year, commencing 2025.

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. He will not perform any activities and will use due care to prevent others from engaging any such action, which could be reasonably foreseen to have the effect of inhibiting the planting of alfalfa on the property in 2029. Prohibited activities or actions described above shall include, but are not limited to, the use or application of certain chemicals, fertilizers or other products that would inhibit the planting of alfalfa on the property in 2029.
- 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.

1. 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.

\_\_\_\_\_  
Thomas Schmitz, Chairman

\_\_\_\_\_, Tenant

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Thomas Schmitz, on behalf of the Wayne Municipal Airport Authority, Owner.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, Tenant.

\_\_\_\_\_  
Notary Public

**Wayne Municipal Airport**

Lease	Airplane N#	Tenant		square footage	Rate \$0.12	Insulated Heated	Quarterly
	Piper Cherokee 180 N9161J	NE Nebraska Aviators	1	880	\$ 105.60	\$ 50.00	\$ 466.80
		Scott Morgan 58423 867 Road Allen, NE 68710 402-635-2465 402-369-6099 Scottmorgan5458@gmail.com	2	880	\$ 105.60	\$ 50.00	\$ 466.80
	108 Stinson 97571	Brian Nelson 85481 581st Ave Wakefield, NE 68784	3	880	\$ 105.60	\$ 50.00	\$ 466.80
		Brian Nelson 85481 581st Ave Wakefield, NE 68784	4	880	\$ 105.60	\$ 50.00	\$ 466.80
		Payloader- airport equipment	5	1,140	\$ 136.80		\$ 410.40
	BE35K 8FG	Dennis Dangberg 701 Windom Wayne, NE 68787	6	1,000	\$ 120.00		\$ 360.00
	Cessna	Curt Christensen 1621 S 21st St Lincoln, NE 68502	7	1,000	\$ 120.00		\$ 360.00
		Dave Zach 301 S Main St Wayne, NE 68787	8	1,000	\$ 120.00		\$ 360.00
	BE35 3899B	Dennis Dangberg 701 Windom Wayne, NE 68787 720-838-7368 dcdbonanza@yahoo.com	9	1,360	\$ 163.20		\$ 489.60
	Ercoupe 2503H	Lyle Carlson 81451 Hwy 9 Allen, NE 68710 Home 402.945.2923  Doug Johnson 57309 864 Rd Laurel, NE 68745	10	1,140	\$ 136.80		\$ 410.40
	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	\$ 120.00		\$ 360.00

