

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
City Council Chambers  
November 25, 2013  
7:00 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 south wall of the City Council Chambers.

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. Approval of Minutes

3. Approval of Claims

4. New Business

- Tractor - purchase
- Farmland
- Engineer
  - review for all buildings
- Hangar leases
- Airport rules

5. Old Business

- Progress report on terminal/hangar
- Tornado - updates
- Grass Runway
- Sewer
- West driveway access - bids

6. Airport Managers comments

7. Member comments

8. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY  
November 11, 2013  
7:00 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the City Council Chambers on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Jerome Conradt, Todd Luedeke, Carl Rump and David Ley. Also, attending the meeting were Nancy Braden Treasurer, Kyle Dahl Airport Authority Attorney, Tom Becker FBO & Airport Manager, Karma Schulte, Curtis Christianson Olsson Associates Airport Engineers, Dana Tompkins, BJ Woehler, Keith Moji and David Zach.

Rump moved and Luedeke 2<sup>nd</sup> to accept the Minutes of the October 28, 2013 Meeting. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Luedeke moved and Conradt 2<sup>nd</sup> to accept all the Claims presented as of November 11, 2013. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Braden reported that our insurance company EMC had accepted the bids on the 6 bay hanger and repair of the 10 bay hanger. Also that the pickup with snow plow and courtesy car were purchased for \$38,763.00 (under the \$57,000 authorized at last meeting)

Conradt moved and Luedeke 2<sup>nd</sup> to approve the moving of firewall from south hanger wall to north terminal wall if fire authority approves and construction time is lessened. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Conradt 2<sup>nd</sup> that add \$11,000 to Olsson Associates contract amount for extra construction engineering to complete the storage hangar and terminal building as originally contracted and extended. (This would include the final inspection in the original contract.) Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

The Airport Authority discussed that all airplane owners in the 10 place hanger had been previously informed that their aircraft and equipment had to be out of the hanger by November 15, 2013 so that the contractors could begin repairs. It was felt that if this was not done this weekend, on November 18<sup>th</sup> the authority would need to physically remove the contents.

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

There being no further business Ley moved and Luedeke 2<sup>nd</sup> that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley  
Secretary

WAYNE AIRPORT AUTHORITY  
ADDITIONS TO CLAIMS  
November 12, 2013

Ck #6256	North Central Builders – 10 & 6 bay hangar down payment ...	93,368.30
Ck #6257	Wayne Co Treasurer – license vehicles .. .. .	25.00
Ck #6258	Tiedtke Construction – down payment NDB/AWOS building....	2,425.00
	Total	\$ 95,818.30

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
November 25, 2013

Ck #6259	Bomgaars – tie down materials, shovel, oil, etc .....	291.89
Ck #6260	City of Wayne	
	Cell phone prepay.....	50.55
	Ads .....	84.41
		134.96
Ck #6261	John's Welding –	
	Assist in opening hangar doors .....	440.00
	Trailer rental for debris removal .....	200.00
		640.00
Ck #6262	Milo Meyer Const –	
	Terminal foundation removal.....	245.00
	Terminal foundation and site prep.....	2,913.75
		3,158.75
Ck #6263	Northeast Nebr. Insurance Agency – inland marine insurance (tractor & vehicle)...	1,462.00
Ck #6264	Wisner West – propane for camper & gas for generator .....	160.25
	TOTAL.....	5,847.85

**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

DATE: November 22, 2013

TO: Wayne Airport Authority

FROM: Nancy L. Braden, Finance Director

- Tractor purchase
  - We have been leasing the tractor from Pender implement until we found out what the insurance company was going to do about our tractor. Since the last meeting the insurance adjuster has totaled our tractor. We had the option of taking \$30,000 and they would collect the tractor or take \$17,570 and sell the tractor ourselves. Todd has sold the tractor and loader for \$15,000 and we have received the check for Paulsen Pork of Coleridge. The loader was not part of the salvage so this was our best option.
- Farmland
  - Todd and Dave have been working with the current tenant regarding renting the ground next year. His lease is up in March. Our options are to put the land up for bid or accept the negotiated farm rental agreement from our current tenant.
- Engineering
  - Since all the rebuilding will not have an engineer involved in the reconstruction, we may want to hire Olsson to assist in the rebuilding process.
- Hangar Leases
  - Now is the time to relook at our hangar leases. We have been put on notice by the FAA that only aviation equipment and airplanes can be in the hangars. Allowing other things in the hangars is a violation our grant assurances with the FAA. We need to get the new leases completed before we give any new leases to tenants. Please be thinking about what should be in the leases. One thing I would like to see is proof of insurance and proof of FAA registration. If planes are not registered, they do not count as planes on the field for our FAA funding.
- Airport Rules
  - Earlier this year Kyle Dahl showed us some airport rules that we should consider passing. I have included a listing of FAA suggested rules and regulations.
- Hangar/Terminal
  - Curtis will be looking at the floor with an epoxy company on Monday.
- Tornado Updates
  - Last Friday (15<sup>th</sup>) the steel started coming off the existing hangar.

- Electrical was approved by the adjuster for Richards Electric; he has been here and is looking at getting us a temporary vault to operate the runway lights on 18/36.
- We have temporary power for the airport so the camper does not need to run on a generator.
- Tiedtke bid was approved by the adjuster for the NDB/AWOS building. I have signed his contract. The wiring was not included, so I will look to Jason Beiermann for that. Marcy Meyer's comments are included in the packet. I also have asked Todd to get a bid from Tiedtke for the well pit cover.
- Contracts have also been signed for the 10 bay repairs and 6 bay.
- We are waiting on bids and plans for the other three buildings. (East 100' x 100', 40' x 40' storage building and the 4 bay T-hangar.
- Planes tied down. We need to have the airplanes that are tied down removed. The ramp is not a permanent storage area. I think Rod's insurance company should be coming to get his airplane. Curtis Christensen obtained a ferry permit but the plane was registered in his deceased fathers name so he is working on the registration. Doug Nelson has been informed that his plane needs to be removed too. He is in the middle of harvest and is working with the manager to get it moved. That leaves Clay's airplane. I do not know his status. I thought it was to have been removed last weekend.
- Airport activity. We have been seeing airport activity since the runway was opened.
- Grass Runway
  - No update by me at this time.
- Sewer
  - Olsson's from South Sioux are working on a force pump sewer system. They should have figures for me by Monday so we can discuss this. I have asked that the city put in the services. If the council wants us to pay for it, I have asked that it be assessed over a period of time like any other extended city sewer service.
- West drive access bids
  - We have received a bid from Milo Meyer's regarding the removal and dirt work to relocate the access drive.

**Nancy Braden - FW: Wayne, NE**

---

**From:** "Lannin, Anna" <anna.lannin@nebraska.gov>  
**To:** Nancy Braden <nancy@cityofwayne.org>  
**Date:** 11/13/2013 2:40 PM  
**Subject:** FW: Wayne, NE

---

Nancy,

I received the following e-mail from FAA Compliance. It will probably be a day or two before I reply and wanted to let you to be informed in the meantime. You will be copied on the rely.

Anna Lannin  
Planning & Programming  
Nebraska Department of Aeronautics

---

**From:** Lynn.Martin@faa.gov [mailto:Lynn.Martin@faa.gov]  
**Sent:** Wednesday, November 13, 2013 2:01 PM  
**To:** Lannin, Anna  
**Cc:** jim.johnson@faa.gov  
**Subject:** Wayne, NE

Anna,

A gentleman from the Wayne, NE airport called to ask for information in reconstructing the house on the airport. I told him that residence on the airport is in opposition of FAA policy. I explained to him that in Chapter 20 of the 5190.6B it is explained and what grant assurances would be affected by residence on the airport. I also told him that I saw the pictures of what was left of the hangars and all the non-aeronautical items in an aeronautical hangar. I let him know that if I came out on a land use inspection that their airport could be in non-compliance. He was going to take the information to the board so they could discuss the future of the house. He also said that the board was working on trying to get the "stuff" out of the hangars before the tornado hit. We both agreed that now with new hangars would be a good time to enforce that better. I also told him that I am available if someone has questions or needs clarification on the regulations. He wanted to know if I could inspect Wayne Airport, but he wasn't sure if it would be done by June 2014. So we might look into that for 2015.

Thanks,  
Lynn Martin  
Compliance Specialist  
Federal Aviation Administration  
Central Region, Airports Division  
901 Locust - Room 364  
Kansas City, MO 64106-2325  
Phone: 816-329-2644  
Fax: 816-329-2611

**WAYNE AIRPORT AUTHORITY  
HANGAR LEASE**

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

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

It is agreed by and between the parties as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee here by leases from Lessor, Hangar No. \_\_\_\_\_ of the Wayne Municipal Airport.

2. Term. The term of this lease shall begin on January 1, 2013, and shall end on December 31, 2013, except as hereinafter restricted.

3. Rent. Lessee shall pay quarterly rent in the amount of \$ \_\_\_\_\_ per quarter and said rent is payable in advance on the first day of each quarter during the term of this lease. If the Lessee fails to promptly pay its rent when it becomes due, this lease shall be subject to default.

4. Non-payment of Rent. In the event that rent is more than seven days late, Lessor shall give written notice to the Lessee that the Lessee has five days to bring rent current or the Lessor may exercise any legal remedies available under the laws of the State of Nebraska. Notwithstanding any forbearance of a declaration of default by the Lessor a \$25.00 late charge shall be imposed on all rent payments that are more than seven days late. In addition, a subsequent \$25.00 per month late charge shall be imposed for each month thereafter so long as the rent is unpaid.

5. Use. Lessee shall use the hangar for the primary purpose of storing Lessee's private aircraft and aircraft-related equipment, parts, or materials, and for no other purpose without the prior written consent of Lessor. Lessee is hereby prohibited from providing any type of service to the public from said hangar.

6. Assignment; Sublease. Lessee may not mortgage, pledge, convey, assign, sublease or otherwise encumber its interest in this lease without written consent of the Lessor.

7. Purchase of an Aircraft stored in a Hangar. Purchaser(s) of an aircraft already stored in a hangar will be offered the opportunity to remain in the hangar if the current Lessee will no longer meet the lease requirements (i.e., does not have another aircraft to occupy the hangar). A new lease agreement will be executed with the new owner(s). Purchaser(s) of an aircraft already stored in a hangar that reject the offer will not be put on the hangar waiting list unless a new request is submitted.

8. Control and Access. Lessor reserves the right to control the access to the buildings

and hangars and Lessee shall not do anything, which shall interfere with the orderly and efficient operation of the airport by the Lessor.

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

10. Inspection and Repairs. Lessor or its designated agent shall have the right to enter and inspect the hangars and buildings at all reasonable times and places for the purposes of enforcing compliance with the terms and conditions of the within lease and to take such action to make any such repairs or alterations to the hangars and buildings as are, in the sole opinion of the Lessor, desirable or necessary. The Lessor shall have a key to the hangar.

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

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

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

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

15. Reservation of Rights. Lessor has the right to maintain and keep in repair the landing areas of the airport and all publicly owned facilities of the airport, including the right to direct and control all activities of the Lessee in this regard. Lessor reserves the right to develop or improve the landing area and all publicly owned air navigation facilities of the airport, as it deems appropriate, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. This lease agreement shall be subordinate to the provisions of any outstanding agreements between Lessor and the FAA or the Department of Aeronautics, State of Nebraska, relative to the maintenance, operation, or development of the airport and this lease is

subject to immediate cancellation in the event of repossession by the Department of Aeronautics, State of Nebraska, or the FAA.

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

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

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

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

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

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

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

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

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

Address for Lessee:

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

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

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

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

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

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

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

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

Executed the day and year first above written.

WAYNE AIRPORT AUTHORITY

By \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

## **Airport Rules & Regulations**

While minimum standards govern the basic requirements to provide a commercial aeronautical service on a public-use airport, rules and regulations govern the ongoing activities of service providers and others using the airport. The following are some basic topics that an airport sponsor should consider when developing airport rules and regulations.

Proper conduct within the AOA

Security procedures

Fire Safety

Removal of disabled aircraft

Aircraft registration

The use and storage of paints, dopes, and thinners

Storage and transport of aviation fuels

Self-Fueling regulations

Procedures for the clearing of non-airworthy aircraft, wreckage, or unsightly major components

Environmental restrictions and protections

Motor vehicle operation requirements and parking

## Nancy Braden - LCG NDB & AWOS Assessment

---

**From:** "Meyer, Marcy" <marcy.meyer@nebraska.gov>  
**To:** "nancy@cityofwayne.org" <nancy@cityofwayne.org>  
**Date:** 11/20/2013 4:42 PM  
**Subject:** LCG NDB & AWOS Assessment

---

Nancy,

This is what we noted in our site assessment that we are needing for now:

### NDB

Concrete slab looked OK. We noticed on the east side of the slab that (2) of the anchor bolts were completely gone. Those will need to be relocated/replaced when the new building is secured.

The debris/materials on the slab can be removed/disposed. We sorted through and did not find anything we needed.

We will need (1) 4 x 4 post, 12" tall for the antenna down lead.

The antenna pole needs re-installed or replaced. The one that was previously there, we do not need any of the hardware that was attached to it. We will replace all that hardware. We will need to be present when they are ready to re-install/replace the pole, as we prefer to install the hardware prior to the pole being erected.

The counter poise we marked with pink flags, noted "NDA". The counter poise is approximately 4" deep, those radials runs from the NDB foundation to the south towards the field, east towards the road north toward the pole and westward. The underground resembles the pattern of wheel spokes. Since the sod on the field in the area of the NDB was not disturbed, we will not need to have a FAA flight check prior to putting the NDB back in service. This is a positive thing, so we need to keep that sod in the area of the NDB undisturbed.

On the east side of the slab, towards the north end there are (2) gray conduit ends, they need to stay, please do not remove. They are part of the power system to the NDB building and the AWOS. The ground rod is also sticking up and wrapped in a coil. We attempted to secure these with duct tape. There is 1 1/2" conduit for the AWOS signal line, 1" conduit for the NDB power and the AWOS power.

We did note that the transformer on the east side of the former NDB building had shifted slightly toward the north side of the slab. The power company may need to look at that.

### AWOS

The items we left at the site, both rock and concrete, need to remain until we begin re-installing the new AWOS. We placed duct tape over conduits and other similar items. We are presently working with the manufacturer, Vaisala for suggestions on how we might be able to replace the AWOS tower w/o replacing the concrete pad.

We will need that power pole replaced/straightened and secured.

Our sales contact at Vaisala is out of the office this week with minimal access to e-mail, I'm out next week so he and I will be talking the first week of December to determine exactly what is needed, what paperwork he needs for replacement, possible delivery time, etc.

If you have any questions, please call me. If we need to come back we are willing to do what is needed to get your airport back in service. If you have questions next week, call my work cell phone (308)440-9174. If I dont answer immediately, I will call back.

Marcy Meyer, Division Manager  
NE Dept of Aeronautics - Navajds Division  
(308)865-5696  
[Marcy.Meyer@nebraska.gov](mailto:Marcy.Meyer@nebraska.gov)

