

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
AMENDED AGENDA  
December 8, 2014  
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 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. Approval of Minutes

3. Approval of Claims

4. Adjourn Sine Die

5. Swearing in of Newly Elected member

6. Reconvene

7. Selection of Officers

8. Resolution 2014-3 A RESOLUTION OF THE WAYNE MUNICIPAL AIRPORT APPROVING CORPORATE RESOLUTION FOR SIGNATURES AT FIRST NEBRASKA BANK OF WAYNE, NEBRASKA.

9. New Business

- Hangar Leases for 2015
- Capital Improvement Plan

10. Old Business

- Airport Projects
  - i. Bid for electrical work house basement
  - ii. Other projects
- Other business
- Nebraska Aviation Symposium

11. Airport Managers comments

12. Member comments

13. Adjourn

**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

DATE: December 5, 2014

TO: Wayne Airport Authority

FROM: Nancy L. Braden, Finance Director

For the meeting on Monday night, we will have the meeting called to order and approve the minutes and the claims. After that we will Adjourn Sine Die and the new member Tom Schmitz will be sworn in. We then reconvene and proceed with the selection of the officers for the board. Other items on the agenda are:

- Resolution 2014-3
  - As the previous Chairman steps down, the board needs to authorize the parties that can sign checks for the Airport Authority. In the past it has been the Chairman, the Treasurer and the Assistant Treasurer. You might want to consider adding the Vice Chairman.
- Hangar Leases for 2015
  - Dave Ley asked that we bring forward the leases for 2015 to review and see if there are any changes that the board wishes to make. The lease is included in this packet.
- Capital Improvement Plan
  - Annually, we are required to approve the Capital Improvement Plan that is sent out by the Department of Aeronautics. We can make changes if necessary. We will need to make changes on the contact page.
- Airport Projects
  - House basement electrical bid
    - I asked Jim to get a bid from Beiermann's for the electrical work to wire the basement walls. At our February meeting, Luedeke moved and Ley 2<sup>nd</sup> that we allow up to \$6,000.00 for housing improvement materials to enclose basement insulation by dry walling, extra basement wiring and storm doors. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.
  - Other projects
    - The Fence installation is the only other project I think we have yet. They have submitted a claim for the entire amount and I would like to make sure they are finished before we release the check. Do any board members have questions on any of the projects?
- Nebraska Aviation Symposium
  - The conference is held in Kearney and Thursday is the day for Airport Officials. I will be presenting at 1:00 pm. They have titled my presentation After the Tornado. My registration is paid for by the conference. The board will need to pick up travel and lodging.

WAYNE MUNICIPAL AIRPORT AUTHORITY

November 10, 2014

7:00 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Nancy Braden Terminal Building on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, 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, Jim Hoffman, Sandra Hoffman, Dawn Navrkal, David Zach and Doug Temme.

Rump moved and Luedeke 2<sup>nd</sup> to accept the minutes of the October 13, 2014 meeting. Roll was called with the following results: Yeas: Luedeke, Rump, Nissen and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Rump 2<sup>nd</sup> to accept all the claims presented as of November 10, 2014 excluding tire repair of \$20.00 due to loose metal. Roll was called with the following results: Yeas: Rump, Nissen and Ley. Nays: None. Luedeke abstained. The Chairman declared the motion carried.

Ley moved and Luedeke 2<sup>nd</sup> that we award the highest farm land bid to Jason Heithold for \$315.00 per acre. Roll was called with the following results: Yeas: Luedeke, Rump, Nissen and Ley. : Nays: None. The Chairman declared the motion carried.

Luedeke moved and Rump 2<sup>nd</sup> that we accept the hanger leases as presented. Roll was called with the following results: Yeas: Luedeke, Rump, Nissen and Ley. Nays: None. The Chairman declared the motion carried.

The meeting room usage fees were discussed and Ley moved and Rump 2<sup>nd</sup> that we charge a \$75.00 fee for use, waving the fee for non-profits. Roll was called with the following results: Yeas: Luedeke, Rump, Nissen and Ley. Nays: None The Chairman declared the motion carried.

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 Rump 2<sup>nd</sup> that the meeting be adjourned. The Chairman adjourned the meeting.

David R. Ley  
Secretary

WAYNE AIRPORT AUTHORITY  
 BANK SUMMARY  
 CHECKING ACCOUNT  
 December 8, 2014

PREVIOUS BALANCE 20,369.48

DEPOSITS:

Interest on checking account	6.49	
Avgas	4,230.09	
County Treasurer	1,225.51	
Hangar Rent	3,782.59	
Stan Morris Memorials	100.00	
Farm ground rent	17,737.50	
City Loan	70,000.00	
		97,082.18

TOTAL AVAILABLE 117,451.66

CLAIMS:

Richards Electric November 5, 2014	50,908.50
Claims Paid November 10, 2014	16,855.36
Additional Claims paid November 10, 2014	19,982.23

BOOK BALANCE AS OF November 30, 2014 29,705.57

Plus Outstanding Checks	52.19
Less Outstanding Deposits	0.00

BANK BALANCE AS OF November 30, 2014 29,757.76

Funds Received since November 30<sup>th</sup>,

Avgas	121.24
State	58,927.12
Accounts receivable	<u>3,589.79</u>
Total	62,638.15

Balance as of 12/5/14 92,395.91

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
December 8, 2014

Ck #6576	American Broadband – telephone .....	91.25
Ck #6577	Appeara – Rugs & mops .....	59.00
Ck #6578	Becker Flying Service – Managers contract..... 2,000.00 Less FBO lease..... (100.00) Less storage bldg ..... (61.00).....	1,839.00
Ck #6579	Bomgaars – hose camps, tubing, hangars, anchor, socket & heater.....	66.33
Ck #6580	Builders Resource – lumber for basement.....	49.37
Ck #6581	Century Link – DLS.....	30.98
Ck #6582	City of Wayne NDB/AWOS..... 36.71 Office..... 6.74 House..... 35.39 Terminal/hangar..... 470.46 Apron lighting..... 55.59 Shop..... 24.19 Notices..... 60.61 Postage..... 31.71 Treasurer's fee..... 500.00.....	1,221.40
EFT	Department of Aeronautics – Hangar loan..... 1,027.00 AWOS..... 383.33 NDB..... 160.00.....	1,570.33
Ck #6583	Floor Maintenance – floor squeegee & handle.....	48.09
Ck #6584	Jim Hoffman – Digital TV.....	52.19
Ck #6585	Koenig Enterprises – table rental for dedication.....	60.00
Ck #6586	Lutt Oil – tire repair.....	18.00
Ck #6587	Milo Meyer – clean crushed rock.....	830.00
Ck #6588	Nebraska State Fire Marshal – annual registration.....	120.00
Ck #6589	Northeast Nebraska Public Power District – electricity PAPI's.....	111.78
Ck #6590	NoSwett Fencing Inc. – airport fencing.....	19,019.33
Ck #6591	OCC Builders - Estimate #11.....	65,489.12
Ck #6592	Shopko – supplies.....	48.42

Ck #6593	Steve's Plumbing – repair plumbing leak in east hangar.....	116.00
EFT	Verizon – cell phone .....	69.20
Ck #6594	Wisner West – Diesel & unleaded gas.....	284.21
	TOTAL.....	\$ 91,194.00

### RESOLUTION 2014-3

#### **A RESOLUTION OF THE WAYNE MUNICIPAL AIRPORT APPROVING CORPORATE RESOLUTION FOR SIGNATURES AT FIRST NEBRASKA BANK OF WAYNE, NEBRASKA.**

**WHEREAS**, the financial institution is designed as a depository for the funds of the Wayne Municipal Airport and to provide other financial accommodations indicated in this Resolution; and

**WHEREAS**, this Resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the First Nebraska Bank of Wayne, Nebraska. Any and all prior Resolutions adopted by the Wayne Airport Authority of the City of Wayne and certified to the First Nebraska Bank of Wayne as governing the operation of the Municipal Airport's account(s), are in full force and effect until the First Nebraska Bank of Wayne receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a Resolution must be accompanied by documentation, satisfactory to the First Nebraska Bank of Wayne establishing the authority for the changes; and

**WHEREAS**, the signature of an agent on this Resolution is conclusive evidence of their authority to act on behalf of the Wayne Municipal Airport. Any agent, so long as they act in a representative capacity as an agent of the Wayne Municipal Airport, is authorized to make any and all other contracts, agreements, stipulations, and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time, with the Wayne Municipal Airport subject to any restrictions on this Resolution or otherwise agreed to in writing; and

**WHEREAS**, all transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Wayne Municipal Airport with the First Nebraska Bank of Wayne prior to the adoption of this Resolution are hereby ratified, approved and confirmed; and

**WHEREAS**, the Wayne Municipal Airport agrees to the terms and conditions of any account agreement, properly opened by any agent of the Wayne Municipal Airport. The Wayne Municipal Airport authorizes First Nebraska Bank of Wayne, at any time, to charge the Wayne Municipal Airport for all checks, drafts or other orders, for the payment of money that are drawn on the First Nebraska Bank of Wayne so long as they contain the required number of signatures for this purpose; and

**WHEREAS**, the Wayne Municipal Airport acknowledges and agrees that the First Nebraska Bank of Wayne may furnish, at its discretion, automated access devices to Agents of the Wayne Municipal Airport to facilitate those powers authorized by this Resolution or other Resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards; and

**WHEREAS**, the Wayne Municipal Airport acknowledges and agrees that the First Nebraska Bank of Wayne may rely on alternative signature and verification codes issued to or obtained from the Agent named on this Resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the First Nebraska Bank of Wayne, personal identification numbers (PIN), and digital signatures. If a facsimile signature

specimen has been provided on this Resolution (or that filed separately by the Wayne Municipal Airport with the First Nebraska Bank of Wayne from time to time), the First Nebraska Bank of Wayne is authorized to treat the facsimile signature as the signature of the agent(s) regardless of by whom or by what means that facsimile signature may have been affixed, so long as it resembles the facsimile signature specified on file. The Wayne Municipal Airport authorizes each agent to have custody of the City of Wayne's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The First Nebraska Bank of Wayne shall have no responsibility or liability for unauthorized use of alterative signature and verification codes unless otherwise agreed in writing.

PASSED AND APPROVED this 8<sup>nd</sup> day of December, 2014.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Secretary

**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 \_\_\_\_\_, and shall end on December 31, 2015, except as hereinafter restricted.

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

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

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

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

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

8. Control and Access. Lessor reserves the right to control the access to the buildings and hangars and Lessee shall not do anything, which shall interfere with the orderly and efficient operation of the airport by the Lessor.

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

10. Keys. The Authority shall purchase a hangar lock. One key will be maintained by Tenant. The master key will be maintained by the Airport Manager or its authorized representative. The master key will only be used in case of an emergency or for inspections. Under no circumstances will Tenant replace the lock provided by the Authority.

11. Inspection and Repairs. Lessor or its designated agent shall have the right to enter and inspect the hangars and buildings at all reasonable times and places for the purposes of enforcing compliance with the terms and conditions of the lease. Authority shall provide forty-eight (48) hours notice of its intent to inspect.

12. Repairs. Lessor or its designated agent shall have the right to enter to make any repairs or alterations to the hangars and buildings as are, in the sole opinion of the Lessor, desirable or necessary. The Lessor will attempt to contact the leasehold regarding entry unless it is deemed an emergency by the lessor or designated agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Address for Lessee:

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

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

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

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

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

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

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

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

Executed the day and year first above written.

WAYNE AIRPORT AUTHORITY

By \_\_\_\_\_  
Airport Authority representative

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

# NEBRASKA DEPARTMENT OF AERONAUTICS

Dave Heineman  
Governor

Ronnie D. Mitchell  
Director



November 21, 2014

Re: FY 2016-2018 Federal AIP Grants  
NDA Capital Improvement Program and Grants

Dear Airport Sponsor:

Your airport is eligible for funding under the federal Airport Improvement Program. The FAA will soon begin putting together the planned projects for 2016. The NDA is updating the statewide Capital Improvement Plan and coordinating with the FAA and therefore needs your input. Please review the enclosed documents listed below and complete any action required.

## **Capital Improvement Plan**

Enclosed is the latest *Capital Improvement Plan* for your airport. **Review improvement needs (or wants) at your airport and ensure that they are on the plan.** Any changes to the plan should be noted. Please sign, date, and return the form with any requested revisions.

Although federal and state funds are shown for certain items, these are based on estimates – actual funds are uncertain. See the enclosed attachment for requirements that must be met before your airport will be considered for federal AIP funds.

Your airport receives federal entitlement to fund eligible projects. The enclosed list titled *Potential Federal Funds Available* provides anticipated available funds. Note that the 2012 entitlement expires in 2015. If you have any remaining 2012 entitlement, we encourage you to either use the funds at your airport before they expire or gift them to another Nebraska airport.

## **Airport Officials**

Please update, sign, and date the enclosed form and return to this office.

### **Main Office**

**Mailing Address**  
P.O. Box 82088  
Lincoln, Nebraska 68501  
402.471.2371  
402.471.2906 fax

**Office Location**  
3431 Aviation Road Suite 150  
Lincoln, Nebraska 68524  
  
[www.aero.nebraska.gov](http://www.aero.nebraska.gov)

An Equal Opportunity Employer  
printed with soy ink on recycled paper

### **Navigational Aids Office**

Kearney Municipal Airport  
5065 Airport Road  
Kearney, Nebraska 68847  
308.865.5696  
fax 308.865.5697

### ACIP Data Sheets

To be considered for 2016 funding, you need to have an ACIP data sheet on file for each major work item. Data sheets can be prepared by you, your consultant, or NDA. If you need a data sheet for your 2016 project, it will be noted on the Capital Improvement Plan.

The CIP data sheet form can be found on the FAA's website ([http://www.faa.gov/airports/central/aip/sponsor\\_guide](http://www.faa.gov/airports/central/aip/sponsor_guide)) under AIP Sponsor Guide 600: Project Formulation.

We must receive all new CIP data sheets no later than January 30, 2015 in order to present the requests to the Nebraska Aeronautics Commission and submit to the FAA before the February deadline. Nebraska law requires that your requests for funding (data sheets) be approved by the Commission prior to submittal to the FAA.

Approved data sheets do not need to be resubmitted.

### Action Items

Please review the enclosed information and **return the following items to me by January 30, 2015:**

- **20-year Capital Improvement Plan – mark changes**
- **Airport Officials List – mark changes or write in “OK”**
- **ACIP Data Sheets (if needed) – new and/or revised**

If you would like to discuss future airport projects and development, please call me at (402) 471-2371.

Sincerely,

DEPARTMENT OF AERONAUTICS



Anna Lannin, P.E.  
Planning & Programming

Enclosure

## REQUIREMENTS THAT MUST BE MET BEFORE YOUR AIRPORT WILL BE CONSIDERED FOR AIRPORT IMPROVEMENT PROGRAM (AIP) FUNDING

1. The proposed work must be shown on a current Airport Layout Plan (ALP) that has been approved by the FAA.
2. The project must be reasonable, justified, necessary, and eligible for federal participation.
3. Each major work item must be on a separate, signed and dated ACIP data sheet and include adequate justification and detailed cost estimate.
4. FAA must have made an environmental determination on the proposed project.
5. Land - In order to be considered for funding for land reimbursement, the land must be acquired or a purchase agreement must be negotiated.
6. The sponsor must have available the necessary matching share (10 percent). The FAA considers the first two years of the CIP as work the sponsor is committed to accomplishing should funding become available. To assure that the limited AIP funds are used during the fiscal year obligated, the FAA has adopted the policy that grants must be based upon bids and the grant application based on bid must be submitted by May 1 of the year programmed.
7. You must agree to abide by the grant assurances required for airport funding. The electronic format of the grant assurances is available at:  
*[http://www.faa.gov/airports/aip/grant\\_assurances/media/airport\\_sponsor\\_assurances.pdf](http://www.faa.gov/airports/aip/grant_assurances/media/airport_sponsor_assurances.pdf)*
8. For airports with an AIP project approved after January 1, 1995, for pavement replacement or new pavement, the sponsor is required to implement a pavement maintenance program to ensure the pavement is properly maintained at the airport. Failure to have such a plan could impact future consideration for AIP funds. If you have not already submitted your pavement maintenance program, please submit it (including the budget for the program for the last three years) under separate cover to:  
  
Dan Wilson, P.E.  
FAA Airports Division, ACE-621F  
901 Locust, Room 335  
Kansas City, MO 64106-2325
9. Before eligibility for funding revenue-producing facilities (i.e. fueling facilities and hangars) can be approved, a sponsor must submit, to the FAA, justification for the project and a statement that airside development needs are met or a financial plan that shows how airside needs over the next 3 years will be met. Note that the Central Region policy states that if the airport sponsor is planning to fund a project in the next three years using state apportionment or discretionary funds, any revenue-producing facilities are ineligible.

**Capital Improvement Program**WAYNE MUNICIPAL AIRPORT  
WAYNE

Year	Description	Total Cost	Federal	State	Local
<b>Phase I</b>					
2015	Hangar, lookback	\$166,667	\$150,000	\$0	\$16,667
2017	Parallel Taxiway from 36 to 4/22	\$512,150	\$460,935	\$0	\$51,215
2017	Light (MITL) Txwy from rwy 36 to 4/22	\$119,500	\$107,550	\$0	\$11,950
2017	Pave 18/36 Parallel Taxiway North from 4/22	\$945,411	\$850,870	\$0	\$94,541
2017	Light Parallel Taxiway north from 4/22	\$143,100	\$128,790	\$0	\$14,310
Phase I Subtotal		\$1,886,828	\$1,698,145	\$0	\$188,683
<b>Phase II</b>					
2020	REIL runway 23	\$20,000	\$18,000	\$0	\$2,000
2020	Construct/Expand Hangars (8 stalls)	\$280,000	\$252,000	\$0	\$28,000
2023	Update ALP	\$150,000	\$135,000	\$0	\$15,000
Phase II Subtotal		\$450,000	\$405,000	\$0	\$45,000
<b>Phase III</b>					
2030	Expand apron	\$280,800	\$252,720	\$0	\$28,080
2034	Replace runway 5/23 lights	\$87,500	\$78,750	\$0	\$8,750
2034	Replace Runway 18/36 lights	\$210,000	\$189,000	\$0	\$21,000
Phase III Subtotal		\$578,300	\$520,470	\$0	\$57,830
Total Development Costs		\$2,915,128	\$2,623,615	\$0	\$291,513
<b>Not Funded</b>					
2025	Fee Simple land for MALS (300-3/4)	\$36,000			
2025	Easement Land for RPZ (300-3/4)	\$13,800			
2025	Construct MALS (300-3/4)	\$200,000			
Not Funded Subtotal					

P.O. Box 82088  
Lincoln, NE 68501-2088  
Phone: (402) 471-2371  
Fax: (402) 471-2906

**Nebraska Department  
of Aeronautics**

# Memo

**To:** Nancy Braden and the Wayne Airport Authority  
**From:** Anna Lannin  
**CC:**  
**Date:** November 19, 2014  
**Re:** Future Project

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**Comments:**

The Wayne Airport Authority received a grant in FY2012 to construct a hangar. The grant was funded with a multi-year provision that will capture entitlement funds through FY2015. It is FAA policy that when an airport sponsor accepts a grant for a hangar, they will be restricted from using discretionary funds for the following three years. Refer to the attachment from the AIP Handbook, section f(5).

We are currently proposing the construct a parallel taxiway to runway 18/36 in FY2017. The project will need funds beyond the airport's entitlement. The proposed project is more than three years from the time the hangar grant was issued but within three years of the final funding allocation. I have requested clarification from the FAA and am still waiting their response.

**Table O-3 Other Building Project Requirements (Other than Terminals)**

What Can Be Done If Justified	Factors to Consider For Justification and Eligibility	Required Usable Unit of Work and Required Outcome	Work Code*
<p>e. Miscellaneous Building (Construct, Expand, Modify, Improve, or Rehabilitate)</p> <p><i>(Maintenance or Service Facility)</i></p>	<p>(1) One maintenance or service facility (also called a maintenance bay) for maintaining required safety and security equipment at airports with a 14 CFR part 139 certificate may be funded.</p> <p>(2) The facility must not exceed 1500 square feet in size and may be co-located within an existing or new building or in its own free standing building.</p> <p>(3) The eligible area is determined by adding 10 feet to the length and 10 feet to the width of the largest ARFF vehicle serving the airport, then multiplying these two dimensions for the bay size and adding a like amount for support space.</p> <p>(4) The ADO must confirm whether the airport already has an existing maintenance or service bay in the ARFF or SRE buildings. If so, an additional facility is not justified.</p> <p>(5) Construction of maintenance space does not include maintenance equipment, supplies, or tools because the costs of maintenance are not eligible.</p> <p>(6) The building/area must not be used for storage of any equipment or materials. The space must only be used for maintenance of eligible safety and security equipment.</p> <p>(7) The difference between construct, expand, modify, improve, and rehabilitate is listed in Table O-2.</p>	A fully functional maintenance or service area or building.	ST BD MS
<p>f. Miscellaneous Building (Construct, Expand, Modify, Improve, or Rehabilitate)</p>	<p>(1) For MAP funded hangars, see Appendix T, as many of the following requirements do not apply for MAP projects.</p> <p>(2) Per 49 USC § 47110(h), the airport must be a nonprimary airport.</p>	A fully functional aircraft hangar, FBO building, or aircraft maintenance building.	ST BD MS

**Table O-3 Other Building Project Requirements (Other than Terminals)**

What Can Be Done If Justified	Factors to Consider For Justification and Eligibility	Required Usable Unit of Work and Required Outcome	Work Code*
<p><i>(Aircraft Hangar, Fixed Based Operator (FBO) Building, or Aircraft Maintenance Building)</i></p>	<ul style="list-style-type: none"> <li>(3) Only nonprimary entitlements funding may be used for the building.</li> <li>(4) The sponsor must adequately demonstrate to the ADO that airside needs within the next three years will be accommodated through local funds or nonprimary entitlement funds.</li> <li>(5) The sponsor must not plan on using discretionary funds to meet the future three years of airside needs. It is APP-500 policy that the sponsor will be limited to non-primary entitlement funds during that time unless there is a specific safety issue that must be addressed and was not foreseeable under normal planning efforts of the sponsor.</li> <li>(6) Per 49 USC § 47102(24), the use of the building must only be for aeronautical purposes (storage of property other than aircraft or aircraft supplies is not allowed). Non-aeronautical uses are not allowed.</li> <li>(7) The use and lease of the building must meet the compliance requirements outlined in the current version of FAA Order 5190.6, FAA Airport Compliance Manual.</li> <li>(8) The difference between construct, expand, modify, improve, and rehabilitate is listed in Table O-2.</li> <li>(9) The apron in front of a building that cannot be used for public parking or taxiing of aircraft is considered part of the building (and the associated building funding rules apply). This includes the wingtip clearance from the building as defined in the current version of Advisory Circular 150/5300-13, Airport Design.</li> </ul>		

**Table O-3 Other Building Project Requirements (Other than Terminals)**

What Can Be Done If Justified	Factors to Consider For Justification and Eligibility	Required Usable Unit of Work and Required Outcome	Work Code*
	<p>(10) The taxiway/taxiway that exclusively serves a building is also considered part of the building (and the associated building funding rules apply).</p> <p>(11) A minimal size parking lot may be included as an allowable cost.</p> <p>(12) The acquisition of existing buildings involves further review of existing environmental issues, useful life issues, and reverter clause issues. Therefore the ADO must coordinate these requests with APP-520 and ACO-100.</p> <p>(13) If the FBO is collocated with the general aviation terminal, the public use area can be funded as terminal development as discussed in Appendix N. The areas behind the counter, office space, and conference room space (even if occasionally used by the public for meetings) are not considered public-use and are not eligible as terminal development.</p>		
<p><b>g.</b> Miscellaneous Building (Construct, Expand, Modify, Improve, or Rehabilitate)</p> <p><i>(Command and Control Center or Emergency Operations Center)</i></p>	<p>(1) Only the portion of the building dedicated to airfield security is eligible. By FAA policy, this only includes the prorated building cost for a single position at the console and must not include the cost for equipment or furniture that is not fixed or mounted. In addition, the requirements for including ineligible or non-AIP funded work in the contract in Paragraph 3-42 must be met.</p> <p>(2) This is not specifically required under 49 CFR part 1542, therefore a letter from TSA is not mandatory for AIP funding.</p>	<p>A fully operational command and control center console for airfield security.</p>	<p>ST BD MS</p>

### Potential Federal Funds Available

Airport: WAYNE MUNICIPAL AIRPORT  
WAYNE, Nebraska

Federal Fiscal Year	Fund Type	Fund Source	Source Airport	Fund Amount	Previously Allocated	Available Funds
2015	GA Entitlement	Entitlement		\$150,000	\$0	<b>\$150,000</b>
<b>Totals:</b>				<b>\$150,000</b>	<b>\$0</b>	<b>\$150,000</b>

**Note:**

- All Entitlement funds are subject to appropriation by Congress
- The 2015 funds expire on 9/30/2018

Nebraska Department of Aeronautics

Airport Officials List

Printed 11/4/2014

WAYNE MUNICIPAL AIRPORT

WAYNE

Airport Sponsor

WAYNE AIRPORT AUTHORITY

Official Contact Person:

Mitchell Nissen, Chairman  
PO BOX 8  
WAYNE NE 68787-0008

Phone: 402-375-1733  
Fax: 402-375-4712  
E-mail: nancy@cityofwayne.org

Airport Authority Members:

Daytime Phone:

Chair	<del>Mitchell Nissen</del>	<del>402-375-1630</del>
Member	Jerome Conradt	402-833-1777
Member	<del>Todd Luedeke</del>	<del>402-369-4763</del>
Attorney	Kyle Dahl	402-833-1529
Vice Chair	Carl Rump	402-375-1276
Secretary	Dave Ley	402-375-1130

Meeting Date and Time:

Airport's Attorney: Kyle Dahl 402-833-1529

Airport Manager: Tom Becker  
Phone: 402-254-7316  
Fax:  
E-mail: beckeraircraft@hartel.net

Please make corrections, sign and return this form to:

Nebraska Department of Aeronautics  
P.O. Box 82088  
Lincoln, NE 68501-2088

Completed by:

Signature

Date

# NEBRASKA DEPARTMENT OF AERONAUTICS

Dave Heineman  
Governor

Ronnie D. Mitchell  
Director



Subject: 2014 Airport of the Year

Once again it is time to nominate your airport for airport of the year.

There will be two airports awarded this year, Part 139 airports and General Aviation airports. Part 139 airports include; Alliance Municipal Airport, Chadron Municipal Airport, Grand Island Central Regional Airport, Kearney Regional Airport, Lincoln Municipal Airport, Omaha Eppley Airfield and Scottsbluff Western Nebraska Regional Airport. The second category includes all others.

Remember Albion airport and Grand Island's Central Nebraska Regional Airport will not be eligible this year, since they were awarded for 2013. Nomination forms can be found on NDA's website: [www.aero.nebraska.gov](http://www.aero.nebraska.gov) under the title "Airport of the Year form."

Completed forms must be MAILED to: Editor PIREPS, PO Box 82088, Lincoln, NE 68501 no later than January 9, 2015.

Have a great Thanksgiving and a Merry Christmas!

  
Ronnie Mitchell  
Director

## Main Office

**Mailing Address**  
P.O. Box 82088  
Lincoln, Nebraska 68501  
402.471.2371  
402.471.2906 fax

**Office Location**  
3431 Aviation Road Suite 150  
Lincoln, Nebraska 68524  
[www.aero.nebraska.gov](http://www.aero.nebraska.gov)

## Navigational Aids Office

Kearney Municipal Airport  
5065 Airport Road  
Kearney, Nebraska 68847  
308.865.5696  
fax 308.865.5697



23<sup>rd</sup> ANNUAL

# NEBRASKA AVIATION SYMPOSIUM

COMBINING THE

**NEBRASKA AVIATION CONFERENCE**

AND

**AIRCRAFT MAINTENANCE SEMINAR**

**JANUARY 28 – 31, 2015**

**HOLIDAY INN - KEARNEY, NEBRASKA**

# Registration Form

Nebraska Aviation Symposium  
January 28 – 31, 2015

NAME of ATTENDEE

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COMPANY

---

ADDRESS

---

CITY, STATE

ZIP

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PHONE

EMAIL

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	Pre-Registration Received <u>BEFORE</u> January 16, 2015	Registration Received <u>AFTER</u> January 16, 2015	TOTAL
<b><u>Aviation Symposium</u></b>			
Symposium Includes Lunch & Banquet for 1 person Thursday, January 29	\$95	\$115	
Extra Banquet Ticket – Thursday, January 29	\$40	\$40	
<b><u>Aircraft Maintenance Seminar</u></b>			
Maintenance Seminar includes Lunch & Banquet for 1 person Friday, January 30	\$95	\$115	
Extra Banquet Ticket – Friday January 24	\$40	\$40	
<b><u>Both Symposium &amp; Maintenance Seminar</u></b>			
Includes Lunch & Banquet for 1 person January 29 & 30	\$150	\$170	
			<b>TOTAL</b> _____

(Please provide names of additional attendees if using one form.)

**Make checks payable to the Nebraska Aviation Council.**  
Mail one form per person (photocopies accepted) with payment to:

Nebraska Aviation Council  
PO Box 80292  
Lincoln, NE 68501  
402-499-3392  
neaviationcouncil@gmail.com



**23RD ANNUAL  
NEBRASKA AVIATION SYMPOSIUM  
JANUARY 28-31, 2015**

**SCHEDULE IS TENTATIVE AND SUBJECT TO CHANGE  
NEW! ON-LINE REGISTRATION at  
[www.Eventbrite.com](http://www.Eventbrite.com) (search for Events in upper left)  
OR [www.nebraskaaviationcouncil.org](http://www.nebraskaaviationcouncil.org)**

**Wednesday, January 28**

- 3:00–7:00 pm **Registration Desk Open**  
3:00–5:00 pm **Exhibitor Set Up**  
5:00–6:30 pm **Reception with Exhibitors (Cash Bar)**  
7:00–9:00 pm **Pilot Safety Meeting - WINGS Credit Available**  
→ **Loss of Control** - Dan Petersen, FAASTeam Program Manager  
→ **Airspace** - Yasmina Platt, AOPA

**Thursday, January 29**

- 7:30 am **Exhibit Hall and Registration Desk Open**  
→ Coffee and Rolls provided  
8:30 am **General Session**  
**Opening Remarks**  
→ Diana Smith, Chair of Nebraska Aviation Council  
→ Ronnie Mitchell, Director of Nebraska Department of Aeronautics  
→ Joe Miniace, FAA Central Region Administrator  
**Aircraft Accidents from an Investigator's Point of View**  
→ Thomas E. Zoeller, Executive Officer, NTSB  
10:15 am **Break with Exhibitors**  
10:45 am **UAS (Unmanned Aircraft Systems)**  
→ NextGen Branch, FAA Central Region  
11:00 am **Registration Desk Closes**  
12:00 pm **Lunch (Nametags Required)**  
1:00 pm **Concurrent Sessions:**  
→ **After the Tornado** – Nancy Braden, City of Wayne  
→ **MedExpress, Pilots Bill of Rights & CACI Program**  
Dr. Daniel K. Berry, Regional Flight Surgeon, FAA Central Region  
2:10 pm **Concurrent Sessions:**  
→ **Airfield Signs & Markings** – Mark Cozad, FAA Central Region Part 139 Inspector  
→ **Sport Pilot/Light Sport Aircraft** – Yasmina Platt, AOPA  
3:10 pm **Break with Exhibitors**  
3:30 pm **Concurrent Sessions:**  
→ **Nebraska Association of Airport Officials (NAAO)**  
○ **AIP Updates** – Jim Johnson, Manager Airports Division, FAA Central Region  
○ **Based Aircraft & FAA Asset Program Criteria** – Barry Scheinost, NDA  
→ **Preparation for Flight** – Dan Petersen, FAASTeam Program Manager  
5:00-6:00 pm **Registration Desk Open for Maintenance Seminar**  
5:00 pm **Social Hour with Exhibitors (Cash Bar)**  
6:00 pm **Banquet**  
→ **Airport Awards by Nebraska Department of Aeronautics**  
→ **2014 Aviation Hall of Fame Inductees**  
Lester L. Arasmith  
Robert J. "Bob" Krist  
Donald M. McPherson  
Roger Peden  
Richard (Dick) Trail



## Friday, January 30

### **Aviation Maintenance Seminar**

(See <http://www.nebraskaaviationcouncil.org> for a current list of speakers)

The maintenance seminar will be FAA approved for those wishing to renew their Inspection Authorization on the basis of FAR 65.93(a)(4). Persons interested must attend at least 8 hours of this seminar to be eligible for renewal of their certification.

7:00 am	<b>Registration Desk Opens</b>
7:30 am	<b>Coffee and Rolls</b>
8:00 am	<b>Aviation Maintenance Seminar</b>
12:00 pm	<b>Lunch – For Aviation Maintenance Seminar Registrants Only</b>
1:00 pm	<b>Aviation Maintenance Seminar Continues</b>
5:00 pm	<b>Social Hour with Exhibitors (Cash Bar)</b>
6:30 pm	<b>Aviation Maintenance Seminar Banquet</b>

## Saturday, January 31

8:00 am	<b>Aviation Maintenance Seminar &amp; Exhibit Hall Continues</b>
12:00 pm	<b>Lunch on your own</b>

**Location:** The Holiday Inn is located just north of I-80 at Kearney, NE, Exit 272

**Accommodations:** A block of rooms has been set-aside at the Holiday Inn, Kearney, Nebraska. The rates are \$89.95 (plus tax). Check-in is at 4:00 pm. To guarantee this rate, please make your own reservations by calling (308) 237-5971. A block of rooms will be held until January 5, 2015. Be sure to mention your affiliation with this symposium.

**Transportation:** If you are flying to Kearney, contact the hotel for transportation.

**Exhibit Hall:** Vendors will have booths set up in the hotel during the symposium. If you are interested in booth space, contact Diana Smith (402) 223-5349.

**Sponsorships:** Two levels of sponsorship are available – Gold level for \$300 and Silver level for \$150. Payment can be made at our registration site “Eventbrite.com” (search for events in upper left). For more information go to [www.nebraskaaviationcouncil.org](http://www.nebraskaaviationcouncil.org). All sponsors will be recognized throughout the Symposium.