

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AGENDA
March 9, 2026
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. Resolution 2026-1

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-086-022/023-2023 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT

6. New Business

7. Old Business

- Discussion/update on 2 bay corporate hangar project
- Discussion/update on runway lighting & pavement rehab projects
- Discussion/update regarding Wayne Municipal Airport Minimum Standards
- Discussion/update on jet fuel truck
- Update regarding flight simulator/club

8. Airport Manager Comments

9. Adjourn

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
February 28, 2026

PREVIOUS BALANCE 148,308.15

DEPOSITS:

Interest on checking account	28.65
Avgas	2,400.61
County Treasurer	6,236.15
Accounts receivable	3,144.20

11,809.61

TOTAL AVAILABLE 160,117.76

CLAIMS:

Claims Paid February 70,812.00

BOOK BALANCE AS OF FEBRUARY 28, 2026 89,305.76

Plus Outstanding Checks 70.00

Less Outstanding Deposits 0.00

BANK BALANCE AS OF FEBRUARY 28, 2026 89,375.76

Airport Money Market Account

Date	Transaction	Average Rate	Transaction Amount	Balance
3/18/2019	Opening Balance		\$ 1,000,000.00	\$ 1,000,000.00
3/29/2019	Interest earned	1.83	\$ 702.15	\$ 1,000,702.15
4/30/2019	Interest earned	1.83	\$ 1,506.26	\$ 1,002,208.41
5/31/2019	Interest earned	1.83	\$ 1,558.85	\$ 1,003,767.26
6/28/2019	Interest earned	1.83	\$ 1,510.87	\$ 1,005,278.13
7/31/2019	Interest earned	1.83	\$ 1,563.63	\$ 1,006,841.76
8/31/2019	Interest earned	1.73354	\$ 1,483.46	\$ 1,008,325.22
9/30/2019	Interest earned	1.68666	\$ 1,398.78	\$ 1,009,724.00
10/31/2019	Interest earned	1.60	\$ 1,373.02	\$ 1,011,097.02
11/19/2019	Transfer to checking cost of flight simulator		\$ (92,779.00)	\$ 918,318.02
11/29/2019	Interest earned	1.52	\$ 1,218.18	\$ 919,536.20
12/31/2019	Interest earned	1.50	\$ 1,172.19	\$ 920,708.39
1/31/2020	Interest earned	1.50	\$ 1,170.47	\$ 921,878.86
2/28/2020	Interest earned	1.50	\$ 1,096.30	\$ 922,975.16
3/31/2020	Interest earned	1.33225	\$ 1,042.07	\$ 924,017.23
4/30/2020	Interest earned	0.88916	\$ 673.68	\$ 924,690.91
5/31/2020	Interest earned	0.807	\$ 632.26	\$ 925,323.17
6/30/2020	Interest earned	0.807	\$ 612.27	\$ 925,935.44
7/31/2020	Interest earned	0.707	\$ 554.63	\$ 926,490.07
8/31/2020	Interest earned	0.707	\$ 554.97	\$ 927,045.04
9/28/2020	Transfer to checking cost of jet fuel truck		\$ (28,500.00)	\$ 898,545.04
9/30/2020	Interest earned	0.707	\$ 535.73	\$ 899,080.77
10/12/2020	Transfer to checking cost of loan to flying club, retro flying club employment agreement, and OGP 1st payment		\$ (183,525.00)	\$ 715,555.77
10/30/2020	Interest earned	0.62493	\$ 421.41	\$ 715,977.18
11/30/2020	Interest earned	0.548	\$ 321.67	\$ 716,298.85
12/31/2020	Interest earned	0.548	\$ 332.55	\$ 716,631.40
1/31/2021	Interest earned	0.548	\$ 333.61	\$ 716,965.01
2/28/2021	Interest earned	0.548	\$ 301.46	\$ 717,266.47
3/31/2021	Interest earned	0.50009	\$ 304.71	\$ 717,571.18
4/30/2021	Interest earned	0.449	\$ 264.86	\$ 717,836.04
5/31/2021	Interest earned	0.31696	\$ 193.27	\$ 718,029.31
6/30/2021	Interest earned	0.15	\$ 88.53	\$ 718,117.84
7/31/2021	Interest earned	0.15	\$ 91.49	\$ 718,209.33
8/31/2021	Interest earned	0.0887	\$ 54.11	\$ 718,263.44
9/30/2021	Interest earned	0.05	\$ 29.52	\$ 718,292.96
10/31/2021	Interest earned	0.05	\$ 30.50	\$ 718,323.46

11/30/2021	Interest earned	0.05	\$ 29.52	\$ 718,352.98
12/31/2021	Interest earned	0.05	\$ 30.51	\$ 718,383.49
1/31/2022	Interest earned	0.05	\$ 30.51	\$ 718,414.00
2/28/2022	Interest earned	0.05	\$ 27.56	\$ 718,441.56
3/14/2022	Transfer to checking Est #8- Final & Est #25- Final		\$ (91,137.85)	\$ 627,303.71
3/31/2022	Interest earned	0.05	\$ 28.26	\$ 627,331.97
4/30/2022	Interest earned	0.05	\$ 25.78	\$ 627,357.75
5/9/2022	Transfer to checking OGP contract costs for 2022 Mayday event		\$ (61,628.25)	\$ 565,729.50
5/31/2022	Interest earned	0.05	\$ 24.70	\$ 565,754.20
6/30/2022	Interest earned	0.05	\$ 23.25	\$ 565,777.45
7/31/2022	Interest earned	0.14677	\$ 70.53	\$ 565,847.98
8/31/2022	Interest earned	0.2	\$ 96.12	\$ 565,944.10
9/30/2022	Interest earned	0.2249	\$ 104.62	\$ 566,048.72
10/31/2022	Interest earned	0.449	\$ 215.90	\$ 566,264.62
11/1/2022	Transfer from checking- received final from State		\$ 91,137.85	\$ 657,402.47
11/30/2022	Interest earned	0.8312	\$ 449.27	\$ 657,851.74
12/31/2022	Interest earned	1.07467	\$ 600.71	\$ 658,452.45
1/31/2023	Interest earned	2.38983	\$ 1,337.79	\$ 659,790.24
2/6/2023	Transfer to checking Est #1		\$ (28,685.71)	\$ 631,104.53
2/14/2023	Moved funds to CD		\$ (500,000.00)	\$ 131,104.53
2/28/2023	Interest earned	2.57925	\$ 721.81	\$ 131,826.34
3/13/2023	Transfers costs for STOL contracts		\$ (20,000.00)	\$ 111,826.34
3/31/2023	Interest earned	2.63164	\$ 267.44	\$ 112,093.78
4/10/2023	Transfer to checking Est #2		\$ (25,061.33)	\$ 87,032.45
4/30/2023	Interest earned	2.713	\$ 211.08	\$ 87,243.53
5/15/2023	Transfer costs for Fly In event		\$ (23,282.03)	\$ 63,961.50
5/31/2023	Interest earned	2.71616	\$ 171.99	\$ 64,133.49
6/12/2023	Transfer costs for Fly In event		\$ (48,831.43)	\$ 15,302.06
6/30/2023	Interest earned	2.762	\$ 75.50	\$ 15,377.56
7/31/2023	Interest earned	2.762	\$ 36.11	\$ 15,413.67
8/14/2023	Deposit CD funds		\$ 512,248.19	\$ 527,661.86
8/31/2023	Interest earned	2.762	\$ 734.37	\$ 528,396.23
9/30/2023	Interest earned	2.762	\$ 1,200.85	\$ 529,597.08
10/31/2023	Interest earned	2.762	\$ 1,243.74	\$ 530,840.82
11/30/2023	Interest earned	2.762	\$ 1,206.40	\$ 532,047.22

12/31/2023	Interest earned	2.762	\$ 1,249.50	\$ 533,296.72
1/31/2024	Interest earned	2.762	\$ 1,249.01	\$ 534,545.73
2/29/2024	Interest earned	2.762	\$ 1,171.07	\$ 535,716.80
3/31/2024	Interest earned	2.762	\$ 1,254.67	\$ 536,971.47
4/30/2024	Interest earned	2.762	\$ 1,217.00	\$ 538,188.47
5/31/2024	Interest earned	2.762	\$ 1,260.46	\$ 539,448.93
6/11/2024	Transfer costs for est #1		\$ (110,342.39)	\$ 429,106.54
6/27/2024	Deposit costs for est #1		\$ 110,342.39	\$ 539,448.93
6/30/2024	Interest earned	2.762	\$ 1,089.27	\$ 540,538.20
7/9/2024	Transfer costs for est #2		\$ (190,231.97)	\$ 350,306.23
7/15/2024	Deposit costs for est #2		\$ 190,231.97	\$ 540,538.20
7/31/2024	Interest earned	2.762	\$ 1,179.71	\$ 541,717.91
8/12/2024	Transfer 10% cost share FAA project-Aug claims		\$ (39,977.58)	\$ 501,740.33
8/31/2024	Interest earned	2.762	\$ 1,208.35	\$ 502,948.68
9/11/2024	Transfer costs for est #4		\$ (279,664.43)	\$ 223,284.25
9/16/2024	Transfer costs for est #4		\$ 279,664.43	\$ 502,948.68
9/30/2024	Interest earned	2.762	\$ 1,034.23	\$ 503,982.91
10/31/2024	Interest earned	2.762	\$ 1,180.35	\$ 505,163.26
11/11/2024	Transfer costs for est #5		\$ (177,254.68)	\$ 327,908.58
11/22/2024	Transfer costs for est #5- auth. Share		\$ 151,131.00	\$ 479,039.58
11/29/2024	Interest earned	2.762	\$ 1,020.05	\$ 480,059.63
12/31/2024	Interest earned	2.762	\$ 1,124.32	\$ 481,183.95
1/31/2025	Interest earned	2.762	\$ 1,130.05	\$ 482,314.00
2/28/2025	Interest earned	2.762	\$ 1,022.97	\$ 483,336.97
3/10/2025	Transfer to checking		\$ (30,000.00)	\$ 453,336.97
3/31/2025	Interest earned	2.762	\$ 1,085.12	\$ 454,422.09
4/15/2025	Transfer to checking		\$ (10,000.00)	\$ 444,422.09
4/30/2025	Interest earned	2.762	\$ 1,020.62	\$ 445,442.71
5/12/2025	Transfer to checking		\$ (85,000.00)	\$ 360,442.71
5/31/2025	Interest earned	2.762	\$ 923.82	\$ 361,366.53
6/9/2025	Transfer to checking		\$ (100,000.00)	\$ 261,366.53
6/30/2025	Interest earned	2.762	\$ 662.22	\$ 262,028.75
7/15/2024	Transfer to checking		\$ (30,000.00)	\$ 232,028.75
7/31/2025	Interest earned	2.762	\$ 576.75	\$ 232,605.50
8/11/2025	Transfer to checking		\$ (5,000.00)	\$ 227,605.50

8/31/2025	Interest earned	2.762	\$	538.70	\$	228,144.20
9/30/2025	Interest earned	2.762	\$	518.49	\$	228,662.69
10/31/2025	Interest earned	2.762	\$	537.01	\$	229,199.70
11/30/2025	Interest earned	2.762	\$	520.89	\$	229,720.59
12/31/2025	Interest earned	2.762	\$	539.49	\$	230,260.08
1/31/2026	Interest earned	2.762	\$	540.76	\$	230,800.84
2/28/2026	Interest earned	2.762	\$	489.52	\$	231,290.36

WAYNE MUNICIPAL AIRPORT AUTHORITY

February 4, 2026

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 Scott Hammer. The following members were present: Scott Hammer, Andrea Henderson, and David Ley. Dana Tompkins took membership as first item of evening. Also attending the meeting were Beth Porter Airport Authority Treasurer, Curtis Christianson, Olsson Engineering, John Becker, Karma Schulte, Travis Meyer, Scott Carr Becker Flying Service, Scott Morgan, and Lisa Meyer.

Dana Tompkins was sworn in as newly appointed member of Wayne Municipal Airport Authority by Chairman Scott Hammer.

Ley moved and Hammer 2nd to approve the minutes of January 12, 2026, Regular Meeting. Roll was called with the following results: Yeas: Henderson, Hammer, Tompkins, and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Henderson 2nd to approve the Claims presented as of February 4, 2026. Roll was called with the following results: Yeas: Henderson, Hammer, Tompkins, 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 Hammer adjourned the meeting at 7:30 PM.

David R. Ley Secretary

**WAYNE MUNICIPAL
AIRPORT AUTHORITY**

March 9, 2026

Ck # 9003	Ace Hardware-Cleaning supplies, storage tote, wet/dry vac	152.58
Ck # 9004	Allo- Phone & internet.....	314.13
Ck # 9005	Appeara- Rugs & mops.....	77.60
Ck # 9006	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	1,148.88
Ck # 9007	City of Wayne	
	AWOS	24.30
	Apron lighting	138.10
	House.....	229.07
	Terminal/hangar	1,545.42
	Shop.....	167.71
	Office & irrigation.....	154.21
	Lift station	0.60
	Corporate hangar	120.78
	Postage.....	45.72
	Bolts, wire, spikes	43.27
	Symposium lodging.....	269.90
	Symposium registration.....	160.00
	Ads/notices	31.82
	Camera subscription	120.00
	Gate latch.....	24.26
	NATA dues.....	325.00
	Insurance	6,025.76
	Treasurer’s fee	500.00
		9,925.92
Ck # 9008	Chesterman Co. – Rental	7.00
EFT	Department of Aeronautics –	
	Hangar Loan H07	1,391.00
	AWOS	383.33
		1,774.33
Ck # 9009	Northeast Nebraska Aviators Inc.-Employment Agmt. March 2026.....	2,200.00
Ck # 9010	Olsson- 3-31-0086-022/023 Invoice #2	22,525.00

Ck # 9011 S2 Rolloffs- Trash removal.....105.00

EFT Verizon – Cell phone109.90

TOTAL\$41,179.34

Resolution No. _____

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE AIRPORT AUTHORITY OF WAYNE, NEBRASKA, SPONSOR OF THE WAYNE MUNICIPAL AIRPORT, HELD ON _____, 2026.

The following resolution was introduced by _____, read in full, seconded by _____ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-0086-022/023-2026 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT.

Be it resolved by the Chairperson and members of the Airport Authority of Wayne, Nebraska, that:

1. The Airport Authority of Wayne shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0086-022/023-2026 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinafter.
2. The Chairperson of the Airport Authority of Wayne is hereby authorized and directed to execute said Agency Agreement on behalf of the Airport Authority of Wayne, and the Secretary is hereby authorized to attest said execution.
3. The said agreement referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, _____ voted yea, and _____ voted nay, and the resolution therefore was declared passed and approved on _____, 2026.

ATTEST _____
Secretary

Chairperson

AGENCY AGREEMENT

Project No. 3-31-0086-022/023-2026 (R02)

This is an agreement between the Wayne Airport Authority of Wayne, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Wayne Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this ____ day of ____ 20__.



RESOLUTION - DO NOT SIGN

 Director

Executed by the Airport Sponsor this ____ day of _____, 20 ____.

RESOLUTION - DO NOT SIGN

 Secretary

RESOLUTION - DO NOT SIGN

 Chairperson

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents. Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents. Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

February 17, 2026

VIA E-MAIL

Scott Hammer, Board Chairman
Wayne Airport Authority
Wayne Municipal Airport, P.O. Box 8
Wayne, NE 68787

Re: Engagement for Legal Services

Dear Mr. Hammer:

We are very pleased that Wayne Airport Authority (“Client”) wishes to retain Kaplan Kirsch LLP (the “Firm”) to advise Client with regard to an update of the minimum standards for the Wayne Municipal Airport. This letter sets forth the terms under which the Firm will represent Client on this matter and any other matters as directed by Client.

While we are reluctant to be overly formal, we have found that a detailed retainer letter is the best way to satisfy our ethical obligations and to be sure that each parties’ obligations are clearly set forth in writing.

The effective date of our representation is February 17, 2026. I will be the partner-in-charge of this engagement and will be the contact person for the Firm on this matter. At any time during our representation, you and your colleagues should always feel free to contact me or any other Firm partner if you have any questions or concerns about our work on your behalf. Our Firm’s managing partner, Robert W. Randall, is always available in the event you have questions about our representation.

Scope of Our Representation. Client is engaging the Firm to advise on an update of the minimum standards for the Wayne Municipal Airport and other matters to which we may jointly agree in writing. The scope of our representation is limited to these matters. We have not been engaged to represent Client in any litigation.

Attorneys within the Firm are licensed to practice law before the U.S. Supreme Court, most federal appellate and many federal district courts, as well the highest court in many states. To the extent that you seek advice with respect to states where Firm attorneys are not licensed, we will provide advice in a manner consistent with the rules of professional conduct applicable to the practice of law in that state.

Opinions on Likely Outcomes. Either at the commencement or during the course of our representation, attorneys in the Firm may express opinions or conclusions concerning the likely outcome of the matters or various courses of action and the results that might be anticipated. We trust that you understand that, while we will always endeavor to give you candid and accurate assessments, any such statements will be an expression of our opinion based on information available to us at the time and are not a promise or guarantee.

Fees and Charges. The Firm will charge for its services according to the fees set out herein. I will be the partner-in-charge of this matter but anticipate involvement by other attorneys, as needed, in particular, Laura K. Kilgarriff. For purposes of this engagement, my hourly rate is \$595 per hour. Firm Partner and Associate rates are \$595 and \$475 per hour, respectively. The normal hourly rates for attorneys in the Firm range from \$295 to \$795 per hour. Paralegal/law clerk rates are charged \$245 per hour. The Firm charges fees in six-minute (1/10 hour) increments. These rates will be effective until at least the end of this calendar year. The Firm annually evaluates its rates and will notify you in advance of any anticipated changes in rates.

In addition to the hourly fee for services, the Firm will charge you for all necessary and incidental out-of-pocket expenses, including, but not limited to, travel costs, office expenses, computerized legal research, court reporting services, and court or other filing fees. We do not generally charge for routine photocopying and long-distance telephone or cell phone calls but do charge for especially large copying jobs, color copies and hosting conference calls, in some instances. Out-of-pocket expenses are charged at our actual cost. **Please let us know if you have any special requirements for the expenditure or reporting of expenses.**

Invoices. It is the Firm's practice to send our clients a consolidated monthly invoice showing the amounts billed for particular matters during the period covered by the invoice. Unless you request otherwise, our invoices will contain daily detail for each professional's work on the client's matter. We can, however, prepare that invoice in any format that meets your needs. We urge you to raise any questions regarding our invoices as soon as they arise so that we can resolve any problems promptly. We require that Client pay our fees promptly on a monthly basis. We consider any invoice more than 30 days old to be overdue. If Client does not inform the Firm, in writing, of any questions or concerns with respect to the charges contained on an invoice within 30 days of receipt, the Firm will assume and Client agrees that such charges are acceptable to Client. The Firm reserves the right to charge interest of one percent per month on any outstanding amounts on invoices over 60 days old.

Conflicts Evaluation. In accordance with the applicable ethical rules, we have confirmed that we have no current actual conflicts between Client and any Firm clients. Further, we are not aware of any potential conflicts. As you are aware, the Firm represents a number of public sector and private sector clients. We cannot foreclose the possibility that, at some time in the future, any existing or future Firm client may be adverse to Client on matters completely unrelated to this engagement. It is also possible that an existing Firm client is currently adverse to Client on a matter of which we are unaware or in which we have no involvement. Client understands and agrees that the Firm

may represent new and existing clients in any matter that is not substantially related to our work for Client even if the interest of such other clients may be directly adverse to Client or to any entity or person related to Client, with one exception: This prospective consent to conflicting representation will, of course, not apply to any matter where, as a result of our work for Client, we have obtained sensitive, proprietary, or otherwise confidential information that could be used by such other clients to the material disadvantage of Client. Should we be involved in other matters for Client, the conflict evaluation will be done at that time on a case-by-case basis.

Termination of Our Engagement. Upon completion or termination of our representation on the matters described above, the attorney-client relationship will end unless Client and the Firm have agreed to a continuation with respect to other matters. Client has the right, at any time, to terminate our services and representation upon written notice to the Firm. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter or any fact or circumstance (including any conflict of interest with another client) that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. No termination of our representation by Client or the Firm will relieve you of your obligations under the terms of our engagement to pay for services rendered or for costs or expenses paid or incurred on your behalf. In the unusual event that a court of competent jurisdiction refuses to permit us to withdraw upon termination, you would remain responsible for fees and costs. In the event we are compelled to intervene in a pending lawsuit or initiate any proceeding in order to recover any amount due under the terms of our engagement, the prevailing party is entitled to be reimbursed for any and all reasonable attorneys' fees, court costs, and expenses incurred in such proceeding.

Entire Understanding of Terms of Our Representation. This engagement letter constitutes our entire understanding and agreement with respect to the terms of our engagement and supersedes any prior understandings and agreements, written or oral, regarding representation on this matter. If any provision of our engagement letter is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may only be amended in writing by the Firm and Client.

Scott Hammer, Board Chairman
February 17, 2026
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If the terms described above are satisfactory, please so indicate by signing this letter and returning one signed copy to me. We look forward to working with you and your colleagues on this matter, and we look forward to a mutually satisfactory relationship. Thank you again for your interest in engaging the Firm.

Sincerely,

KAPLAN KIRSCH LLP

By: 

Nicholas M. Clabbers

ACCEPTED AND AGREED ON BEHALF OF
Wayne Airport Authority

By: _____
Scott Hammer, Board Chairman

Date: _____