

**WAHOO CITY COUNCIL AGENDA**  
**Monday, March 17, 2025 - 4:30 PM**  
**Council Chambers, City Hall, 605 N Broadway, Wahoo, NE 68066**

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Wahoo meet on the second and fourth Tuesdays of each month at the Wahoo Public Library, 637 N Maple Street Wahoo, Nebraska, at 7:00 p.m. Notice of special meetings shall be given by posting a notice thereof on the bulletin board in City Hall, U.S. Post Office, and FirstBank of Nebraska, at least 24 hours before the special meeting. All Council meetings are open to the public and the agenda, which is kept continually current, is available for public inspection at the office of the City Clerk at City Hall during normal business hours.

Individuals requiring physical or sensory accommodations, individual interpreter service, Braille, large print or recorded material, please contact the ADA Coordinator at City Hall, 605 North Broadway, Wahoo, Nebraska, 68066, telephone 402-443-3222 as far in advance as possible, but no later than 48 hours before the scheduled event.

{{Name: Agenda Item Name}}

**Announcement of location of Open Meetings Act**

**Call to Order and Roll Call**

**Airport Engineer Report and associated actions**

**Action Items**

1. Discussion and possible action regarding Hangar # 12
2. Grant Approval for Hangar Project
3. Engineering Approval for Hangar Project

**Chairperson's Report and associated actions**

**Maintenance Contractor Report and associated actions**

**Ex-Officio Report and associated actions**

1. Review of fuel sales, hangar rentals and rents recieved.
2. Claims submitted for payment and acceptance of prior month bank reconciliation
3. Minutes

**Adjournment**

**Next meeting date:**

Resolution No. \_\_\_\_\_

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE AIRPORT AUTHORITY OF WAHOO, NEBRASKA, SPONSOR OF WAHOO MUNICIPAL AIRPORT, HELD ON \_\_\_\_\_, 2025.

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. 3-31-0085-018-2025 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 Wahoo, Nebraska, that:

1. The Airport Authority of Wahoo shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0085-018-2025 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Chairperson of the Airport Authority of Wahoo is hereby authorized and directed to execute said Agency Agreement on behalf of the Airport Authority of Wahoo, 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 \_\_\_\_\_, 2025.

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

# AGENCY AGREEMENT

## Project No. 3-31-0085-018-2025 (B04)

This is an agreement between the Wahoo Airport Authority of Wahoo, 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 Wahoo 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:

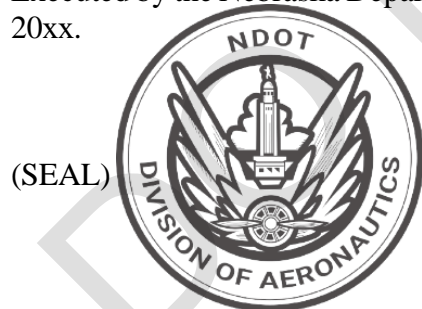
"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"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 xx day of xxxx 20xx.



DO NOT SIGN

\_\_\_\_\_  
Director

Executed by the Airport Sponsor this xx day of xxxxxxx, 20xx.

DO NOT SIGN

\_\_\_\_\_  
Secretary

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.

The Wahoo Airport Authority, in accordance with agenda posted at City Hall, Post Office and First Bank of Nebraska, met in regular session. Chairperson Brian Homes called the meeting to order at 4:30 PM. Homes indicated the Open Meetings Law was located in the room for the public’s use. The following board members answered roll call: Homes: Present, Lawver: Present, Schmit: Present, Virgl: Present, Landry: Present. Also in attendance were Paul Taylor, airport maintenance and Eric Johnson, Engineer via telephone.

Discussion was had regarding Hangar #12. The original tenant had sold the airplane stored there and had allowed the purchaser to take over the lease. This is not permitted according to the lease document. The original tenant is asking the Airport Authority to allow this transfer. The new owner is working to make the aircraft airworthy. A motion was made by Lawver, seconded by Landry to table. In favor: Homes, Landry, Lawver, Schmit, Virgl. Opposed: none. Motion carried.

A motion was made by Lawver, seconded by Homes to recommend the approval of City Ordinance No 2466 recommending the extension of Conditional Use Permit for VIAERO cellular tower. In favor: Homes, Landry, Lawver, Schmit, Virgl. Opposed: none. Motion carried.

As of the meeting, five hangars had not had new leases of payments made for the 2024-25FY. A motion was made by Landry, seconded by Virgl to start the eviction process for these hangars. In favor: Homes, Landry, Lawver, Schmit, Virgl. Opposed: none. Motion carried.

A motion was made by Virgl, seconded by Lawver to approval of engineering plans for NOVUS AG site and approval to allow the Chairman to approve future development steps with approval from Airport Engineer. In favor: Homes, Landry, Lawver, Schmit, Virgl. Opposed: none. Motion carried.

A motion was made by Lawver, seconded by Homes to approve the following claims submitted for payment and authorize payment. In favor: Homes, Landry, Lawver, Schmit, Virgl. Opposed: none. Motion carried.

Check #		Amount
8888	BMG	14,480.00
8889	Bomgaars	122.26
8890	City of Wahoo	18.09
8891	Hince, Jason	600.00
8892	Jackson Services	50.00
8893	Merriman, Joel	360.00
8894	Papa Tango	4,060.00
8895	Saunders County Clerk	202.21
8896	Simons Home Store	102.95
8897	Twibell, David	494.00
8898	Waste Connections	42.80
8899	Bomgaars	5.98
8900	Jackson Services	50.00
2182501	Chase NYC	1,083.75

218502	NDOT	1,025.00
218503	Wahoo Utilities	1,551.04
281504	Windstream	312.26
218501	World Fuel	30.00
		\$24,580.34

A motion was made by Lawver, seconded by Landry to approve the minutes for January,20 2025, meeting of the Airport Authority. In favor: Homes, Landry, Lawver, Schmit, Virgl. Opposed: none. Motion carried.

The meeting was adjourned at 5:51pm.

Christina Fasel, City Clerk