

WAHOO CITY COUNCIL AGENDA
Monday, March 16, 2026 - 4:30 PM
Wahoo Public Library, 637 N Maple St, 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, 637 N Maple St, 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

1. Approval of a engineering agreement for the Taxiway Reconstruction project
2. Possible action regarding Hangar Project 3-31-0085-018

Action Items

1. Discussion and Possible action regarding the transfer of lease for Hangar #27 from Jon Svoboda to Scott Erickson
2. Discussion and possible action regarding policy to allow one tenant to occupy multiple hangars
3. Discussion and possible action regarding tenants who have not supplied annual inspections.

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:

**Nebraska Department of Transportation Division of Aeronautics Grant Program
State Grant AHQ SA-11
Taxiway Reconstruction
Wahoo Municipal Airport
Wahoo, Nebraska**

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of Omaha, Nebraska, hereinafter called the "Consultant" and the Wahoo Airport Authority, Wahoo, Nebraska, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 3 through 6 for the following project.

- a. **Reconstruction of the concrete pavement as identified on the 2023 PCI map as Serious; approximately 1,000 SY of removal and replacement**
- b. **Crack repair and seal joints; approximately 1,000 LF in areas defined as Poor on the 2023 PCI map**
- c. **Associated drainage improvements**
- d. **Provide new taxiway markings**

Alexa Hazelton, P.E., will represent the Consultant as Project Manager, and Eric Johnson will represent the Consultant as Principal in Charge in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy, and coordination of the design, drawings, reports, surveys, and other items furnished as part of this agreement.

SECTION 2: PRELIMINARY PHASE

"THIS PHASE NOT USED."

SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, notice to bidders, and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Project management and coordination. Coordinate with the Sponsor and the Nebraska Department of Transportation Division of Aeronautics (NDOT) to provide information on developments and decisions that are made concerning the project.

- b. Conduct a project kickoff meeting, including the Sponsor and NDOT. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.
- c. Conduct field assessment of the existing site and pavement conditions ("Field Assessment").
 1. Topographical survey
 2. Collect 4 pavement cores in areas identified for rehabilitation
- d. Finalize design criteria in accordance with FAA Advisory Circulars. The following A/Cs will be utilized for the design of the proposed projects. Submit a preliminary pavement rehabilitation layout and brief explanation of the layout. Coordinate with NDOT to ensure acceptance.
 - AC 150/5320-6G – Airport Pavement Design and Evaluation
 - AC 150/5340-1M – Standards for Airport Markings
 - AC 150/5370-2G – Operational Safety on Airports During Construction
 - AC 150/5370-10H – Standards for Specifying Construction of Airports
 - AIP Guide No. 930 – Plans and Specifications
 - AIP Guide No. 931 – Project Drawings
 - AIP Guide No. 933 – Contract Time
 - AIP Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 - AIP Guide No. 951 – Use of State Standards
 - AIP Guide No. 960 – Operational Safety on Airport During Construction
- e. Prepare detailed plans, Engineer's Report, specifications, and contract documents. Kirkham Michael shall use NDOT Standard Specifications for Highway Construction (2017 Edition) and FAA Advisory Circular 150/5370-10H Standard Specifications for Construction of Airports.
- f. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the safety plan staging/storage area boundaries, haul/access routes, and construction limit boundaries. Submit case study numbers to NDOT.
- g. Perform Quality Control review of the above documents by a senior airport engineer prior to submittal to the Sponsor and NDOT.
- h. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- i. Submit plans, Engineer's Report, specifications, and contract documents to the Sponsor and NDOT (pdf copy each) for review within 90 calendar days of the signing of this agreement. Revise and submit the plans, Engineer's Report, specifications, and contract documents within 15 calendar days of receipt of comments from NDOT.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Electronic files containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 4: BIDDING PHASE

Under this phase of the contract, the Consultant will assist the Sponsor in advertising and securing bids. Upon receipt of NDOT's and the Sponsor's authorization, the Consultant agrees to provide the following services:

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms, and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Kirkham Michael.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a planholders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results. Provide a copy of the bid tab to NDOT.
- g. Review bidder's qualification
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include: bid tabulation, proposal form, bid bond, and recommendation of award.
- i. Conduct one teleconference to present bids to the Sponsor.
- j. After Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to the Sponsor and Contractor if requested. PDF copy will be provided to Sponsor, NDOT, and Contractor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor and NDOT. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 5: CONSTRUCTION PHASE

(INCLUDES OBSERVATION)

Based on estimated 25 Working Days (Estimated Construction Contract Time)

Under this phase, the Consultant agrees to perform the following services:

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor and NDOT to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide up to 5 sets of plans and specifications to the Construction Contractor for their use.
- b. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 3 site visits: 1 visit prior to the start of patching, 1 visit during and 1 visit towards the end.
- c. Review shop drawings and all materials data submitted by Construction Contractors for general

compliance with design concepts and Buy American provisions. Kirkham Michael's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities, and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

- d. Conduct a preconstruction conference. Submit meeting minutes to the Sponsor and NDOT on the conference discussions.
- e. Upon receipt of Sponsor and NDOT authorization, issue the Notice to Proceed to the Construction Contractor.
- f. Provide full-time on-site Construction Observation in accordance with project plans and specifications.
- g. Provide weekly update of construction progress with log of working days and photos to Sponsor and NDOT.
- h. Prepare and negotiate construction contract modifications, change orders, and supplemental agreements.
- i. Complete construction material testing including concrete testing.
- j. Review amounts owed to Construction Contractors and prepare progress estimate forms certified by Construction Contractor.
- k. Arrange and conduct substantial completion walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- l. Arrange and attend final inspection.
- m. As-Built survey of pavement layout and elevations

SECTION 5A: CLOSE-OUT PHASE

Under this phase, the Consultant agrees to perform the following services for final closeout documents which shall be provided to the Sponsor and NDOT within 60 calendar days of final acceptance by Sponsor.

- a. Final Construction Progress Estimate
- b. Explanation of overruns and underruns
- c. Final working day count
- d. Final project cost summary
- e. As-built drawings
- f. Summary of materials testing

SECTION 6: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 3 through 6 can only be added by supplemental agreement to this contract.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. "THIS PHASE NOT USED."

Section 3: Design Phase. Payment for the items included in Section 3 Design Phase shall be the lump sum of \$23,362.89 shown on Exhibit B, attached and made a part hereto. (90% funded under NDOT grant.)

Payment shall be due monthly for charges and expenses incurred based on detailed invoices.

Section 4: Bidding Phase. Payment for the items included in Section 4 Bidding Phase shall be the lump sum of \$3,144.65 shown on Exhibit C, attached and made a part hereto. (90% funded under NDOT grant.)

Payment shall be due monthly for charges and expenses incurred based on detailed invoices. Payment will be limited to 85% of the Bidding Phase lump sum until all tasks in this phase are completed.

Section 5: Construction Phase. Payment for the items included in Section 5 Construction Phase shall be made based on direct salary, overhead costs, and reimbursable expenses in Exhibit D attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 shall be made based on hourly not-to-exceed of \$37,662.41. (90% funded under NDOT grant.)

If the scope of work as set forth in Section 1 is exceeded, or the scope of services is increased, then the amount may be increased by a supplemental agreement to this phase of the contract.

Payment shall be due monthly for charges and expenses incurred based on detailed invoices.

Section 5A: Closeout Phase. Payment for the items included in Section 5A: Closeout Phase shall be the lump sum of \$2,102.83 shown on Exhibit E, attached and made a part hereto. (90% funded under NDOT grant.)

Payment shall be due when the final closeout documents are submitted to the NDOT.

Section 6: Special Services. If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Exhibit "A" Terms and Conditions is attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

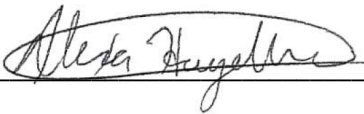
APPROVALS.

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Federal Aviation Administration before any state or federal funds are obligated.

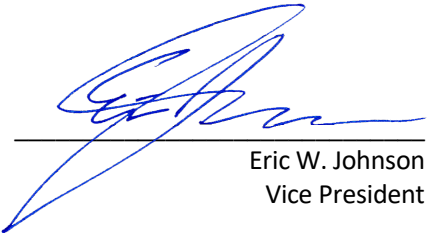
IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this ____ day of _____, 20 __, with copies to be filed with the Nebraska Department of Transportation Division of Aeronautics.

CONSULTING FIRM

Kirkham, Michael & Associates, Inc.
12700 West Dodge Road
Omaha, Nebraska 68154-8030



ATTEST



Eric W. Johnson
Vice President

AIRPORT SPONSOR

Wahoo Airport Authority
P.O. Box 122
Wahoo, Nebraska 68066-0122

ATTEST

Title

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

Exhibit A



General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

Exhibit A



General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

EXHIBIT B

**Wahoo Municipal Airport
Project No. AHQ SA-11
Taxiway Rehabilitation
Design Phase
Cost Breakdown**

	Project Engineer		Project Manager		Sr. Engineer		Asst. Engineer		Party Chief		Survey Manager		CADD		Clerical		Principal		Total	Total
	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	Cost
a. Project management and coordination	2	\$ 126.92	2	\$ 138.46		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 112.98	5	\$ 378.36
b. Conduct a kickoff meeting	1	\$ 63.46	1	\$ 69.23		\$ -	1	\$ 56.73		\$ -		\$ -	0	\$ -	2	\$ 60.40		\$ -	5	\$ 249.82
c. Conduct Field Assessment.		\$ -		\$ -		\$ -	2	\$ 113.46		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 113.46
1. Collect Topographic Survey	0	\$ -		\$ -		\$ -		\$ -	10	\$ 454.00	1	\$ 93.75		\$ -		\$ -		\$ -	11	\$ 547.75
2. Pavement core evaluation		\$ -		\$ -		\$ -	1	\$ 56.73		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 56.73
d. Finalize design criteria in accordance with FAA Advisory Circulars	2	\$ 126.92					2	\$ 113.46					2						6	\$ 240.38
e. Prepare detailed plans, Engineer's Report, specifications, and contract documents	2	\$ 126.92	2	\$ 138.46		\$ -	24	\$ 1,361.52		\$ -		\$ -	40	\$ 1,820.00		\$ -		\$ -	68	\$ 3,446.90
f. Prepare and submit electronically FAA Form 7460-1		\$ -		\$ -		\$ -	1	\$ 56.73		\$ -		\$ -	1	\$ 45.50	1	\$ 30.20		\$ -	3	\$ 132.43
g. Perform Quality Control review		\$ -	2	\$ 138.46	3	\$ 338.94		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 477.40
h. Conduct a plan-in-hand	2	\$ 126.92	1	\$ 69.23		\$ -	2	\$ 113.46		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 309.61
i. Submit plans, Engineer's Report, specifications, and contract documents to Sponsor and NDOT for review. Revise and submit the plans, specifications and contract documents.	2	\$ 126.92	2	\$ 138.46		\$ -	8	\$ 453.84		\$ -		\$ -	4	\$ 182.00	6	\$ 181.20		\$ -	22	\$ 1,082.42
Subtotal	11	\$ 698.06	10	\$ 692.30	3	\$ 338.94	41	\$ 2,325.93	10	\$ 454.00	1	\$ 93.75	47	\$ 2,047.50	9	\$ 271.80	1	\$ 112.98	133	\$ 7,035.26
Overhead (169.28%)		\$ 1,181.68		\$ 1,171.93		\$ 573.76		\$ 3,937.33		\$ 768.53		\$ 158.70		\$ 3,466.01		\$ 460.10		\$ 191.25		\$ 11,909.29
Subtotal		\$ 1,879.74		\$ 1,864.23		\$ 912.70		\$ 6,263.26		\$ 1,222.53		\$ 252.45		\$ 5,513.51		\$ 731.90		\$ 304.23		\$ 18,944.55

*Subs - Geotechnical

Subtotal \$ 18,944.55
Fixed fee: 12% \$ 2,273.35

Expenses
Miles 200 Rate 0.725 Mileage \$ 145.00
Meals 0 Rate 68.00 Per Diem \$ -
Stays 0 Rate 110.00 Hotel \$ -
Copies \$ -
Geotechnical *Subs \$ 2,000.00

GRAND TOTAL \$ 23,362.89

EXHIBIT C

**Wahoo Municipal Airport
Project No. AHQ SA-11
Taxiway Rehabilitation
Bid Phase
Cost Breakdown**

	Project Engineer		Project Manager		Sr. Engineer		Asst. Engineer		Party Chief		Survey Manager		CADD		Clerical		Principal		Total	Total
	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	Cost
Provide sufficient copies of the approved documents to plan rooms, a. Sponsor, and QuestCDN.com		\$ 63.46		\$ 69.23		\$ 112.98		\$ 56.73		\$ 45.40		\$ 93.75		\$ 45.50	2	\$ 30.20		\$ 112.98	2	\$ 60.40
b. Mail and/or email notices to potential bidders		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 30.20		\$ -	1	\$ 30.20
c. Answer questions raised during the bidding process	1	\$ 63.46	1	\$ 69.23		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 132.69
d. Issue addenda as required		\$ -		\$ -		\$ -	2	\$ 113.46		\$ -		\$ -		\$ -	2	\$ 60.40		\$ -	4	\$ 173.86
e. Attend the bid opening at Sponsor's location	1	\$ 63.46	1	\$ 69.23		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 132.69
f. Tabulate and analyze bid results	1	\$ 63.46		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 30.20		\$ -	2	\$ 93.66
g. Review bidders qualifications	1	\$ 63.46		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 63.46
h. Furnish written recommendation		\$ -	1	\$ 69.23		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 120.80		\$ -	5	\$ 190.03
i. Conduct one teleconference to present results to Sponsor		\$ -	1	\$ 69.23		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 69.23
j. Prepare all executed contract documents including bonds, insurance, etc.		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 60.40		\$ -	2	\$ 60.40
Subtotal	4	\$ 253.84	4	\$ 276.92	0	\$ -	2	\$ 113.46	0	\$ -	0	\$ -	0	\$ -	12	\$ 362.40	0	\$ -	22	\$ 1,006.62
Overhead (169.28%)		\$ 429.70		\$ 468.77		\$ -		\$ 192.07		\$ -		\$ -		\$ -		\$ 613.47		\$ -		\$ 1,704.01
																				\$ -
Subtotal		\$ 683.54		\$ 745.69		\$ -		\$ 305.53		\$ -		\$ -		\$ -		\$ 975.87		\$ -		\$ 2,710.63

*Subs - Geotechnical

Subtotal	\$	2,710.63
Fixed fee: 12%	\$	325.28
<u>Expenses</u>		
Miles 150 Rate 0.725	\$	108.75
Copies	\$	-
Subconsultants	\$	-
GRAND TOTAL	\$	3,144.65

EXHIBIT D

**Wahoo Municipal Airport
Project No. AHQ SA-11
Taxiway Rehabilitation
Construction Phase
Cost Breakdown**

	Project Engineer		Project Manager		Sr. Engineer		Asst. Engineer		Construction Obs.		Party Chief		CADD		Clerical		Principal		Total	Total
	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	Cost
a. Project administration		\$ -	2	\$ 138.46		\$ -		\$ -		\$ -		\$ -	1	\$ 30.20		\$ -	3	\$ -		\$ 168.66
b. Assign project engineer	8	\$ 507.68		\$ -		\$ -	2	\$ 113.46		\$ -		\$ -		\$ -		\$ -	10	\$ -		\$ 621.14
c. Review shop drawings and materials data	1	\$ 63.46	1	\$ 69.23		\$ -	2	\$ 113.46		\$ -		\$ -		\$ -		\$ -	4	\$ -		\$ 246.15
d. Conduct a preconstruction meeting including minutes	2	\$ 126.92	2	\$ 138.46		\$ -	2	\$ 113.46		\$ -		\$ -	2	\$ 60.40		\$ -	8	\$ -		\$ 439.24
e. Issue Notice to Proceed once approvals are received		\$ -	1	\$ 69.23		\$ -		\$ -		\$ -		\$ -	1	\$ 30.20		\$ -	2	\$ -		\$ 99.43
f. Full-time observation during construction operations		\$ -		\$ -		\$ -	8	\$ 453.84	160	\$ 7,264.00		\$ -		\$ -		\$ -	168	\$ -		\$ 7,717.84
g. Provide weekly update of progress		\$ -		\$ -		\$ -		\$ -	4	\$ 181.60		\$ -	4	\$ 120.80		\$ -	8	\$ -		\$ 302.40
h. Prepare and negotiate contract modifications, change orders, etc.		\$ -	2	\$ 138.46		\$ -		\$ -		\$ -	4	\$ 182.00	4	\$ 120.80		\$ -	10	\$ -		\$ 441.26
i. Complete construction material testing		\$ -		\$ -		\$ -	8	\$ 453.84	6	\$ 272.40		\$ -		\$ -		\$ -	14	\$ -		\$ 726.24
j. Review amounts owed to contractors and prepare estimates		\$ -	2	\$ 138.46		\$ -	2	\$ 113.46		\$ -		\$ -	2	\$ 60.40		\$ -	6	\$ -		\$ 312.32
k. Arrange and conduct substantial completion walk-through, prepare punch list and monitor completion	2	\$ 126.92		\$ -		\$ -	2	\$ 113.46	4	\$ 181.60		\$ -		\$ -		\$ -	8	\$ -		\$ 421.98
l. Arrange and conduct final walk-through	2	\$ 126.92	2	\$ 138.46		\$ -		\$ -	2	\$ 90.80		\$ -		\$ -		\$ -	6	\$ -		\$ 356.18
m. As-Built survey of pavement layout and elevations		\$ -		\$ -		\$ -	2	\$ 113.46		\$ -	4	\$ 181.60		\$ -		\$ -	6	\$ -		\$ 295.06
Subtotal	15	\$ 951.90	12	\$ 830.76	0	\$ -	28	\$ 1,588.44	176	\$ 7,990.40	4	\$ 181.60	4	\$ 182.00	14	\$ 422.80	0	\$ -	253	\$ 12,147.90
Overhead (169.28%)		\$ 1,611.38		\$ 1,406.31		\$ -		\$ 2,688.91		\$ 13,526.15		\$ 307.41		\$ 308.09		\$ 715.72		\$ -		\$ 20,563.97
Subtotal		\$ 2,563.28		\$ 2,237.07		\$ -		\$ 4,277.35		\$ 21,516.55		\$ 489.01		\$ 490.09		\$ 1,138.52		\$ -		\$ 32,711.87

Subtotal \$ 32,711.87
Fixed fee: 12% \$ 3,925.42

Expenses
Miles 945 Rate 0.725 Mileage \$ 685.13
Meals 5 Rate 68.00 Per Diem \$ 340.00
Stays 0 Rate 110.00 Hotel \$ -
Copies \$ -
Subconsultants \$ -

GRAND TOTAL \$ 37,662.41

EXHIBIT E

**Wahoo Municipal Airport
Project No. AHQ SA-11
Taxiway Rehabilitation
Closeout Phase
Cost Breakdown**

	Project Engineer		Project Manager		Sr. Eng.		Asst. Eng.		Party Chief		Survey Manager		CADD		Clerical		Principal		Total	Total
	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	Cost
a. Final construction progress estimate	1	\$ 63.46		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 30.20		\$ -	2	\$ 93.66
b. Explanation of overruns and underruns	1	\$ 63.46		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 30.20		\$ -	2	\$ 93.66
c. Final working day count		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 30.20		\$ -	1	\$ 30.20
d. Final project cost summary	1	\$ 63.46		\$ -		\$ -	1	\$ 56.73		\$ -		\$ -		\$ -	1	\$ 30.20		\$ -	3	\$ 150.39
e. As-built drawings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 182.00		\$ -		\$ -	4	\$ 182.00
f. Summary of materials testing							1	\$ 56.73							3	\$ 90.60			4	\$ 147.33
Subtotal	3	\$ 190.38	0	\$ -	0	\$ -	2	\$ 113.46	0	\$ -	0	\$ -	4	\$ 182.00	7	\$ 211.40	0	\$ -	16	\$ 697.24
Overhead (169.28%)		\$ 322.28		\$ -		\$ -		\$ 192.07		\$ -		\$ -		\$ 308.09		\$ 357.86		\$ -		\$ 1,180.29
Subtotal		\$ 512.66		\$ -		\$ -		\$ 305.53		\$ -		\$ -		\$ 490.09		\$ 569.26		\$ -		\$ 1,877.53

Subtotal	\$	1,877.53
Fixed fee: 12%	\$	225.30
<u>Expenses</u>		
Copies	\$	-
Subconsultants	\$	-
GRAND TOTAL	\$	2,102.83



TAXIWAY RECONSTRUCTION/REHAB LIMITS

The Wahoo Airport Authority, in accordance with agenda posted at City Hall, Post Office and First Bank of Nebraska, met in regular session at the Wahoo Public Library. Chairperson Brian Homes called the meeting to order at 4:30 PM. Homes indicated the Open Meetings Law was located on the west wall 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, Alexa Hazelton and Eric Johnson, Engineer.

Alexa Hazelton spoke about the hangar project. IT was advised to push the bid date back due to the later release of funds. She also commented that the Taxiway rehab draft agreement with waiting for NDOT to review.

A motion was made by Schmit, seconded by Virgl to keep Brian Homes as Chairman, John Virgl as Vice-Chairman and Mike Lawver as Treasurer. Call for vote: Yay:5, No:0. Motion carried.

A spokesperson for Novus Ag reported on their first year operating off of the Wahoo Airport and asked if there was any feedback from the board. There was none.

A motion was made by Landry, seconded by Lawver to purchase supplies for coffee to be provided at the FBO, the cost of those supplies not to exceed \$300.00. Call for vote: Yay:5, No:0. Motion carried.

Discussion was had regarding a request to allow a fly-in event at the airport this summer. Issue of insurance was discussed and the board expressed that they would not be interested in hosting it themselves. Asked for more information from the requestor.

A motion was made by Lawver, seconded by Landry to accept the bid from Chris Vasa for the 2026 season for haying the grass located adjacent to the runways. Call for vote: Yay:5, No:0. Motion carried.

Discussion was had regarding pricing of fuel sold by the Wahoo Airport. The board expressed that the information presented indicated that the current pricing was sufficient. They did request that fuel sales and expenditures be brought to them semi annually starting in April of 2026.

A motion was made by Lawver, seconded by Landry to approve the following claims.

9056	BMG	\$18,000.00
9057	Bohac, Kurt	\$720.00
9058	Bomgaars	\$82.86
9059	Bromm. Lindahl	\$50.00
9060	Hince, Jason	\$720.00
9061	Jackson Services	\$100.00
9062	Waste Connection	\$42.80
2242601	NDOT	\$1,025.00
2242602	Wahoo Utilities	\$1,297.98
2242603	Windstream	\$405.97
2242601	World Fuel	\$11,989.82

Call to vote Yay: 4, No: 0, Absent and not voting: 1. Motion carried.

A motion was made by Lawver, seconded by Homes to approve the minutes from the January meeting of the Airport Authority. Call to vote Yay: 5, No: 0. Motion carried.

Adjourn at 5:18pm.

Christina Fasel, City Clerk