

**WAHOO CITY COUNCIL AGENDA**  
**Monday, August 18, 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. Renewal of Land Lease Agreement with L3Harris Technologies, Inc. for the location of the Automatic Dependent Surveillance Broadcast (ADS-B) Tower
2. Authorization for staff to work with Kirkham Michael to complete a grant application to the NE Department of Transportation - Aeronautics Division for rehab of pavement areas in the taxiways at the Wahoo Airport.
3. Discussion and possible action regarding fees.
4. Discussion and possible action regarding renewal of hangar leases

**Chairperson's Report and associated actions**

**Maintenance Contractor Report and associated actions**

**Ex-Officio Report and associated actions**

1. Review of DRAFT Wahoo Airport Budget for FY 2025-26
2. Review of fuel sales, hangar rentals and rents recieved.
3. Claims submitted for payment and acceptance of prior month bank reconciliation

4. Minutes

**Adjournment**

**Next meeting date: September 23, 2025**

**Lease Number:** SV170-04  
**Facility:** ADS-B Radio Station Site  
**Location:** Wahoo Airport Authority

**LEASE**  
Between  
**Wahoo Airport Authority, Wahoo, Nebraska**  
and  
**ITT Corporation**

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of Dec., 2009, by and between Wahoo Airport Authority, whose physical address is:

1440 East 34<sup>th</sup> Street  
Wahoo, NE 68066

Hereinafter referred to as the Lessor and ITT Corporation, hereinafter referred to as ITT, whose address is:

12975 Worldgate Drive  
Herndon, Virginia 20170

WHEREAS, the parties understand and agree that this Agreement is taken in support of FAA Contract DTFAWA-07-C-00067, issued to ITT on August 30, 2007.

For valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

**1. PREMISES**

The Lessor hereby leases to ITT the following described property located at 1440 East 34<sup>th</sup> Street, Wahoo, Saunders County, Nebraska as show in the attached **Exhibit "A"**

- (a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining electric power and telecommunication lines to the premises; and unless herein described otherwise, to be by routes reasonably determined and agreed by the parties.
- (b) And the right to make alterations to the premises to support the ITT radio site equipment, after concurrence by the Lessor as to the site design details prior to start of construction and prior to any alterations during the life of this lease.

**2. PUBLIC UTILITIES**

ITT is responsible for the provision of any and all required electrical power and/or telecommunications services to the leased site for the term of this Agreement. The Lessor is not responsible to provide any type of public utilities at or on the leased site.

### **3. TAXES**

ITT shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by ITT.

### **4. INSURANCE**

ITT shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing Work on the leased site prior to the commencement of any such Work on behalf of ITT to maintain the following insurance, which documentation in the form of a Certificate of Insurance shall be submitted to the Lessor on an annual basis::

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.

### **5. TERM**

To have and to hold said premises with their appurtenances for the term beginning at the date of this Agreement, subject to renewal rights, as may be hereafter set forth.

### **6. CONSIDERATION**

ITT shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to ITT herein are in consideration of the obligations assumed by ITT in its establishment, operation and maintenance of the ADS-B radio station facilities upon the premises hereby leased.

### **7. RENEWAL**

This lease may be renewed from year to year at the option of ITT upon the terms and conditions herein specified. ITT's option shall be deemed exercised and the lease renewed each year for one (1) year with the first renewal term being September 30, 2010, then annually thereafter on September 30, unless ITT gives the Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2025.

### **8. RESTORATION**

It is hereby agreed between the parties, that upon termination of its occupancy, ITT shall restore the property which is the subject matter of this lease including removal of structures, equipment, and fencing but excluding foundations and subsurface ducting, cables, and grounding systems.

## **9. INTERFERENCE WITH RADIO SITE OPERATIONS**

The Lessor agrees not to erect or allow to be erected any structure or obstruction on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by ITT under the terms of this Lease unless consent hereto shall first be secured from ITT in writing. ITT consent shall not be unreasonably withheld and ITT shall support the Lessor in the evaluation of any potential interference issues. The Lessor shall act in a reasonable way for any construction in proximity to the communication tower, with regard to new construction and RF interference. The Lessor shall be allowed to pursue construction activity giving proper clearance to lessee's tower communication activities. ITT consent shall also be contingent upon FAA approval, when interference results in limitations in radio station performance within the NAS.

## **10. HAZARDOUS SUBSTANCE**

ITT agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of ITT's facilities.

The Lessor agrees to save and hold ITT harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of ITT's facilities.

## **11. QUIET ENJOYMENT**

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend ITT's use and enjoyment of said premises against third party claims.

## **12. INDEMNIFICATION**

The Parties each indemnify the other against and hold the other harmless from any and all costs, claims, damages, expenses, or causes of action which arise out of the this Agreement. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the Indemnified Party. Neither Party shall have any liability for any incidental, special, punitive, consequential, exemplary or indirect damages whatsoever arising out of this Agreement. The waiver of damages contained in this paragraph shall survive any termination of this Agreement.

**13. CONTRACT DISPUTES**

This Agreement shall be governed by the laws of the State in which the property is located, with the exception of its choice of law provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

**14. SUCCESSORS**

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns. The terms and provisions of this lease and the conditions herein bind ITT and ITT's heirs, executors, administrators, successors, and assigns.

**15. NOTICES**

All notices /correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other).

TO LESSOR:            Chairperson  
                              Wahoo Airport Authority  
                              P.O. Box 122  
                              Wahoo, NE 68066.

To ITT:                    ITT Corporation  
                              12975 Worldgate Drive  
                              Herndon, Virginia 20170  
                              Attention: ADS-B Subcontracts Department

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

**ATTEST:**

By: Melissa M. Harrell  
Melissa M. Harrell, Ex-Officio

Date: 12/8/2009

**WAHOO AIRPORT AUTHORITY**

By: Merton Oden  
Merton Oden, Chairperson)

Date: 12-14-09


**ITT CORPORATION**

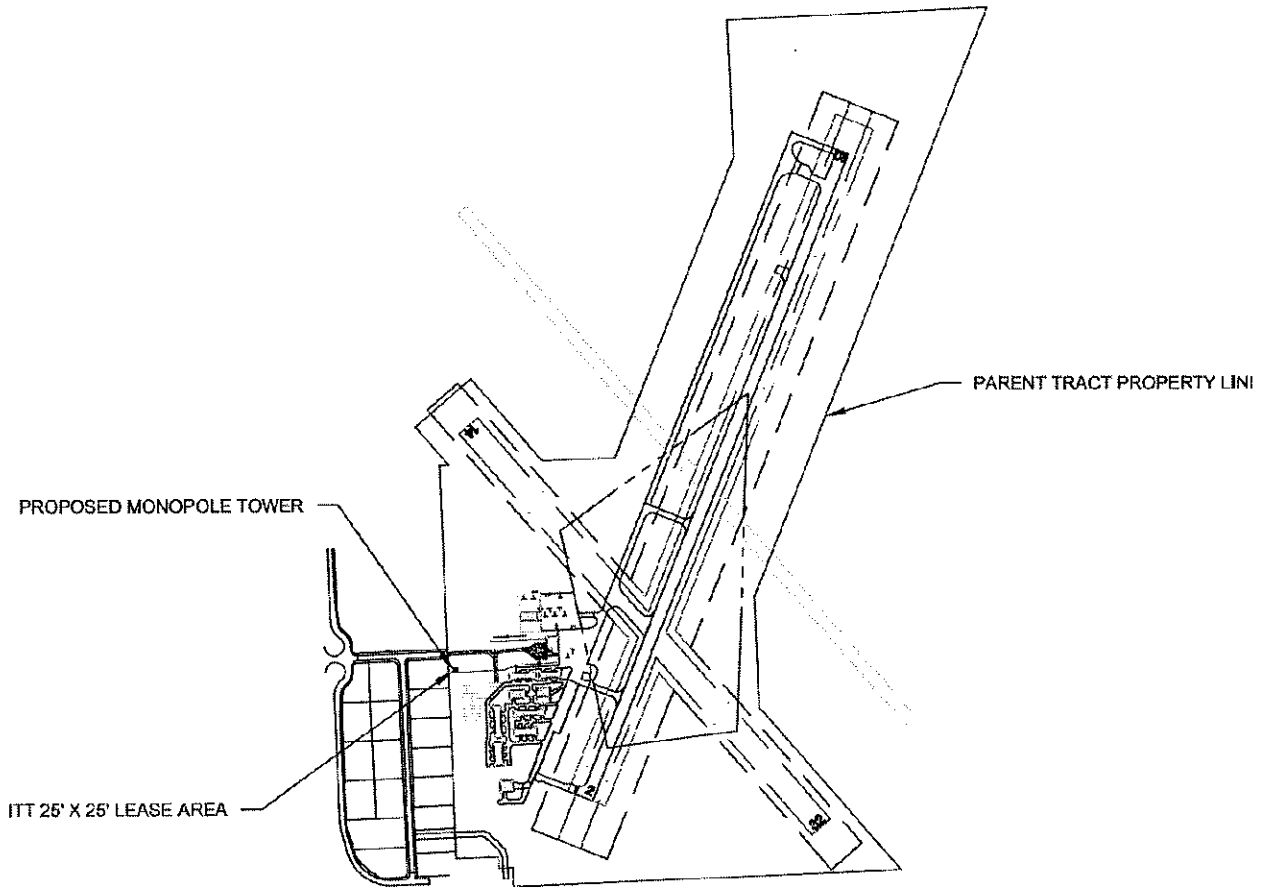
BY Frank Palumbo  
(Signature)

Vice President Director of Contracts & Purchasing  
(official title)

12-4-2009  
(date)


# Exhibit A

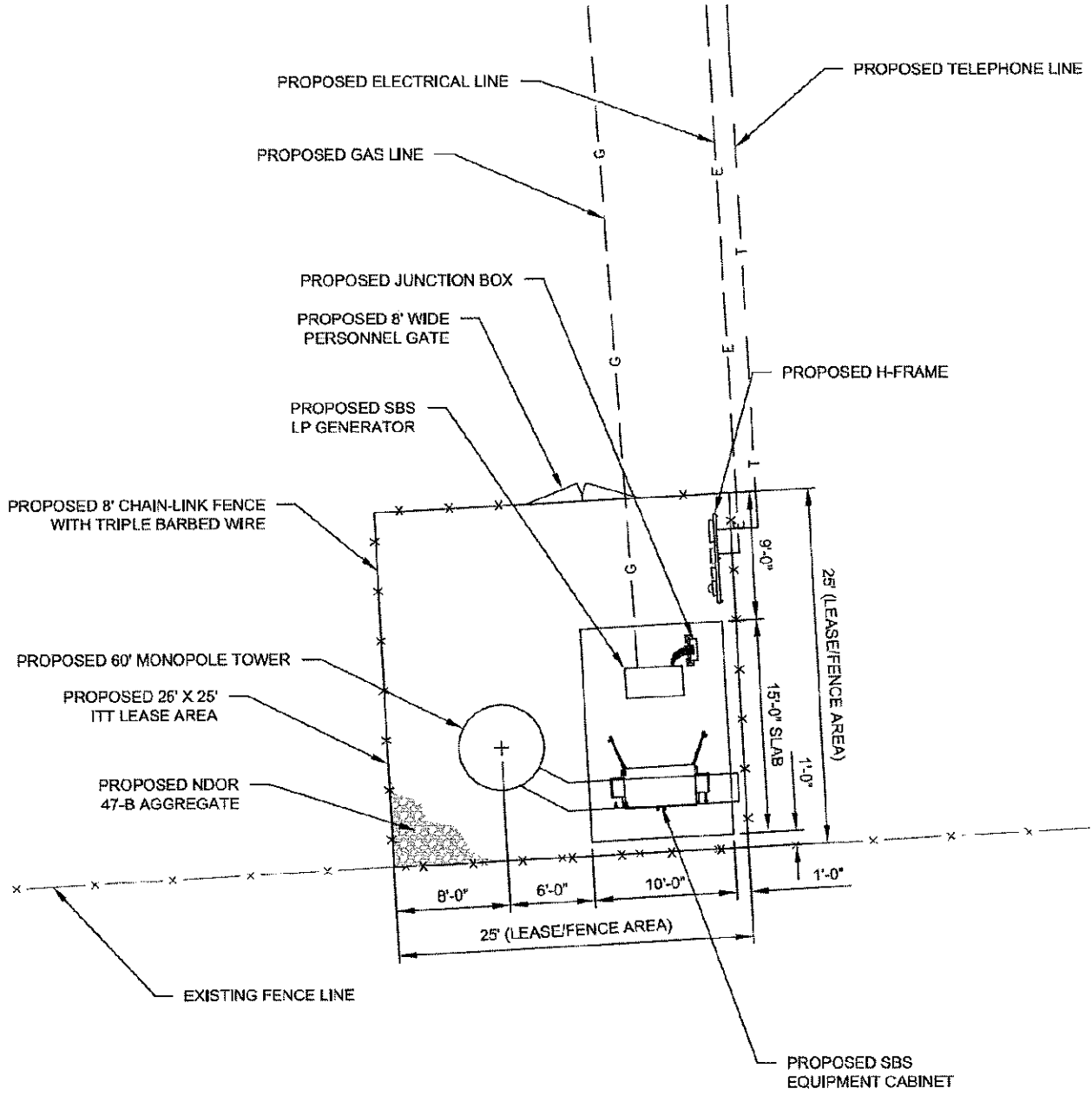
PROJECT: ITT TELECOMMUNICATIONS TOWER WAHOO, NEBRASKA	DATE 11/23/2009	DRAWN JRV	PROJECT NO. 607A28	BILLING GROUP B	 PH: 402.445.4611    PO Box 217    Wahoo, Nebraska 68084
SHEET TITLE: LEASE EXHIBIT				SCALE 1" = 1000'	
				SHEET 1 OF 3	



**OVERALL SITE PLAN**




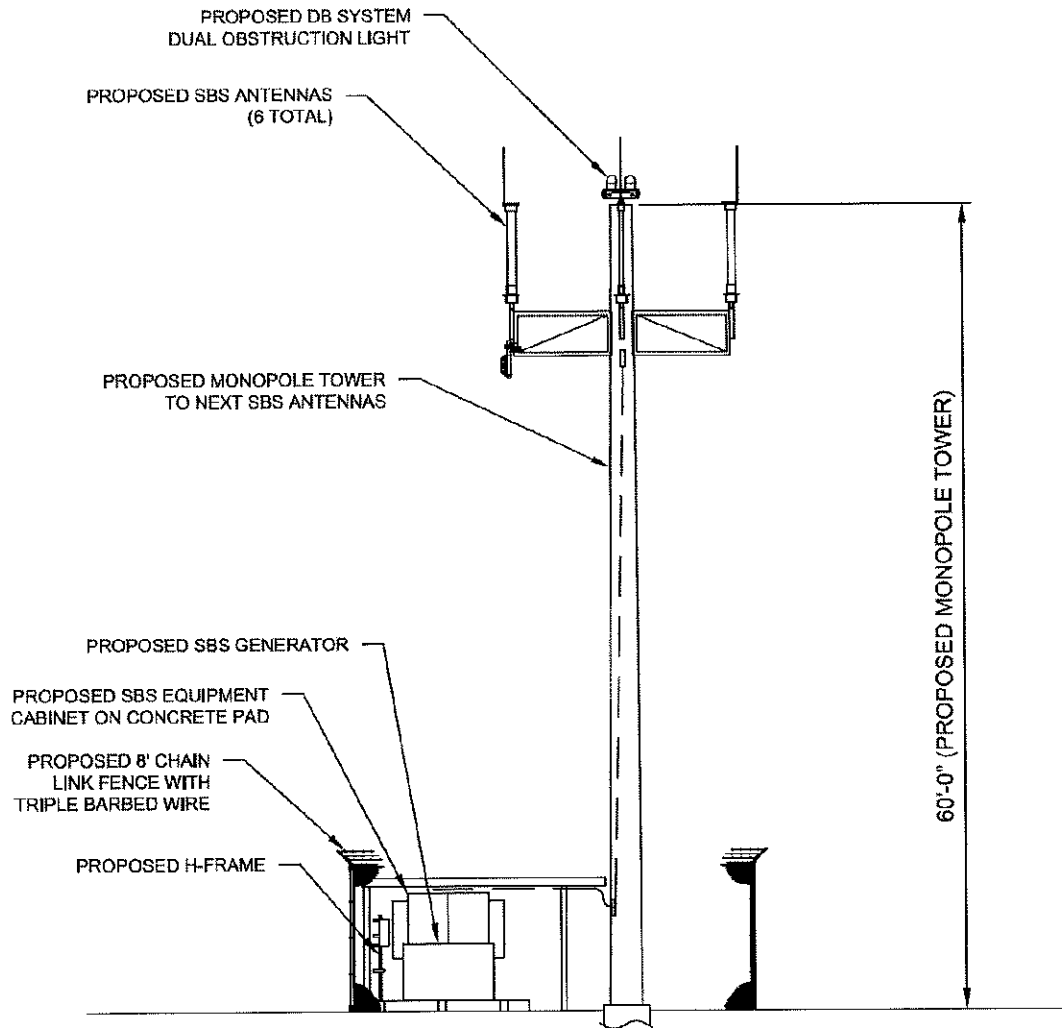
PROJECT: <b>ITT TELECOMMUNICATIONS TOWER WAHOO, NEBRASKA</b>	DATE: <b>11/23/2009</b>	DRAWN: <b>JRV</b>	PROJECT NO: <b>607A28</b>	BILLING GROUP: <b>B</b>	 <small>Per ASB 101-1001 10 Nov 07 NECA/IBEW 6484</small>
	SHEET TITLE: <b>LEASE EXHIBIT</b>			SCALE: <b>1" = 10'</b>	



**SITE PLAN**



PROJECT: <b>ITT TELECOMMUNICATIONS TOWER WAHOO, NEBRASKA</b>	DATE 11/23/2009	DRAWN JRV	PROJECT NO. 607A28	BILING CIRCUP B	 <small>PO BOX 111, WAHOO, NEBRASKA 68786</small>
	SHEET TITLE: <b>LEASE EXHIBIT</b>			SCALE NTS	



**TOWER ELEVATION**  
NOT TO SCALE

**FIRST AMENDMENT TO LEASE  
WAHOO AIRPORT, ADS-B RADIO STATION SITE SV170-04**

This First Amendment (“Amendment”) is made by and between **L3Harris Technologies, Inc.**, acting solely and exclusively through its Surveillance and Automation Solutions division (“Lessee”) a Delaware corporation, and the **Wahoo Airport Authority**, (“Lessor”). This amendment is effective as of the date of the last signature below (“Effective Date”). This Amendment may refer to L3Harris and the Wahoo Airport Authority collectively as the “Parties,” or individually as a “Party.”

**RECITALS**

**WHEREAS**, the original ADS-B radio station site lease agreement (“Agreement”) originally dated 14 December 2009 was between the Wahoo Airport Authority and ITT Corporation (“Original Lessee”). Original Lease Agreement as furnished and follows as **Exhibit A** and;

**WHEREAS**, Original Lessee merged with and into Harris Corporation effective as of December 31, 2015, and Harris Corporation changed its name to L3Harris Technologies, Inc. effective as of June 29, 2019; and

**WHEREAS**, the ADS-B radio station site on the leased premises is an integral part of the FAA National Airspace Systems (NAS); and

**WHEREAS**, the initial 18-year FAA contract term for ADS-B surveillance services with the Lessee concludes at the end of GFY 2025 with such contract services thereafter being continued by FAA extension to the current contract and/or continued under a new FAA contract; and

[WHEREAS, the Lessor is requiring an amendment to the limits of insurance coverage as described in the original agreement in Section 4. Insurance, and](#)

**WHEREAS**, Lessor and Lessee desire to amend the terms of the Agreement to update the point of contact for Notice [to amend insurance requirements](#), and to extend the term thereof and to otherwise modify the Agreement as expressly provided herein to accommodate services beyond GFY2025 by removing the September 30, 2025 occupancy limitation and replacing it with a limitation based on the then-current FAA contract, thereby providing assurance to the airport that the lease remains valid only if the Lessee has an active contract with the FAA that is supported by the leased premises.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties mutually agree as follows:

- [1. REFERENCES. All references in the original agreement to ITT, shall now refer to the current Lessee, L3Harris Technologies, Inc., or it is approved assignees or assigns. Any future assignments or transfers of Lessee’s interest in this lease shall be communicated to the Lessor within 30 days, with any changes of the contacts for said assignee made to the Lessor.](#)

**2. PREMISES.** Section 2.(c) to the Agreement is added as follows:

(c) Notwithstanding any terms to the contrary contained in the Agreement, in the event that Lessee desires to install certain equipment identified in Exhibit B , attached hereto, between the Effective Date and September 30, 2030, installation shall be at no cost to Lessee and shall not be subject to any fees.

**1.3.RENEWAL.** Section 7 of the Agreement is deleted and replaced with the following:

This lease may be renewed from year to year at the option of Lessee upon the terms and conditions herein specified. Lessee's option shall be deemed exercised and the lease automatically renewed each year for a period of one (1) year unless Lessee gives Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond the term of the then-current FAA contract supported by the use of the premises.

**4. INSURANCE.** Section 4 of the Agreement is deleted and replaced with the following:

ITT shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing Work on the leased site prior to the commencement of any such Work on behalf of ITT to maintain the following insurance, which documentation in the form of a Certificate of Insurance shall be submitted to the Lessor on an annual basis:

1. Workers Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with ~~minimum~~ limits of \$500,000 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall ~~not be less than~~ \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate. Lessor shall be ~~added~~included as an additional insured on the policy for insurable losses caused, in whole or in part, by ITT's operations at the leased site.

**2.5.NOTICES.** Section 15 of the Agreement is deleted and replaced with the following:

All notices/correspondences shall be in writing and shall be addressed as follows (or to such other address as either Party may designate from time to time by notice or correspondence to the other).

TO LESSOR:      Wahoo Airport Authority  
                         Attn: Christina Fasel; City Clerk  
                         605 North Broadway  
                         P.O. Box 122  
                         Wahoo, NE 68066  
                         [wahooairport@gmail.com](mailto:wahooairport@gmail.com)

TO LESSEE: L3Harris Technologies, Inc.  
Attn: Jennifer Banasik  
2235 Monroe Street (5th floor),  
Herndon, VA 20171.  
[Jennifer.Banasik@L3harris.com](mailto:Jennifer.Banasik@L3harris.com)

**6. CONTRACT DISPUTES AND BREACH.** Section 13 of the Agreement shall be modified as follows:

This Agreement shall be governed by the laws of the State of Nebraska. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. In the event of a material breach by either party, said party shall have thirty (30) days to cure said breach prior to a declaration of termination by the other party. In the event of an alleged breach or dispute, both Parties agree to engage in good faith negotiations to resolve the Dispute within thirty (30) days, unless otherwise extended by the Parties. The Parties shall designate representatives to participate in these negotiations and shall meet at mutually convenient times and locations. If the Dispute is not resolved through good faith negotiations within the specified period, the Parties agree to submit the Dispute to mediation before pursuing litigation.

- a) Selection of Mediator. The Parties shall mutually select a neutral, qualified mediator with experience in interlocal agreements and public sector disputes. If the Parties cannot agree on a mediator within fifteen (15) days of agreeing to mediate, either Party may request the appointment of a mediator by a recognized mediation organization in Nebraska.
- b) Mediation Process. Mediation shall be conducted in accordance with the rules of the selected mediation organization. The mediation shall take place within fifty (50) miles of Wahoo, Nebraska, unless otherwise agreed by the Parties. Each Party shall bear its own costs of mediation, and the Parties shall equally share the mediator's fees and any administrative costs unless otherwise agreed.
- c) Confidentiality. All mediation sessions, discussions, and any resulting settlement agreements shall be confidential and shall not be disclosed to any third party, except as required by law or as necessary to enforce a settlement agreement.
- d) Failure to Mediate. If a party refuses to participate in mediation or mediation does not result in a settlement within sixty (60) days of commencing mediation, then either Party shall have the right to pursue any remedies accorded by Nebraska Law.

**3.7.** All other terms and conditions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF,** the Parties have executed this Amendment by their duly authorized officers or representatives as of the date shown below.

**WAHOO AIRPORT AUTHORITY**

**L3HARRIS TECHNOLOGIES, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_


Date: \_\_\_\_\_

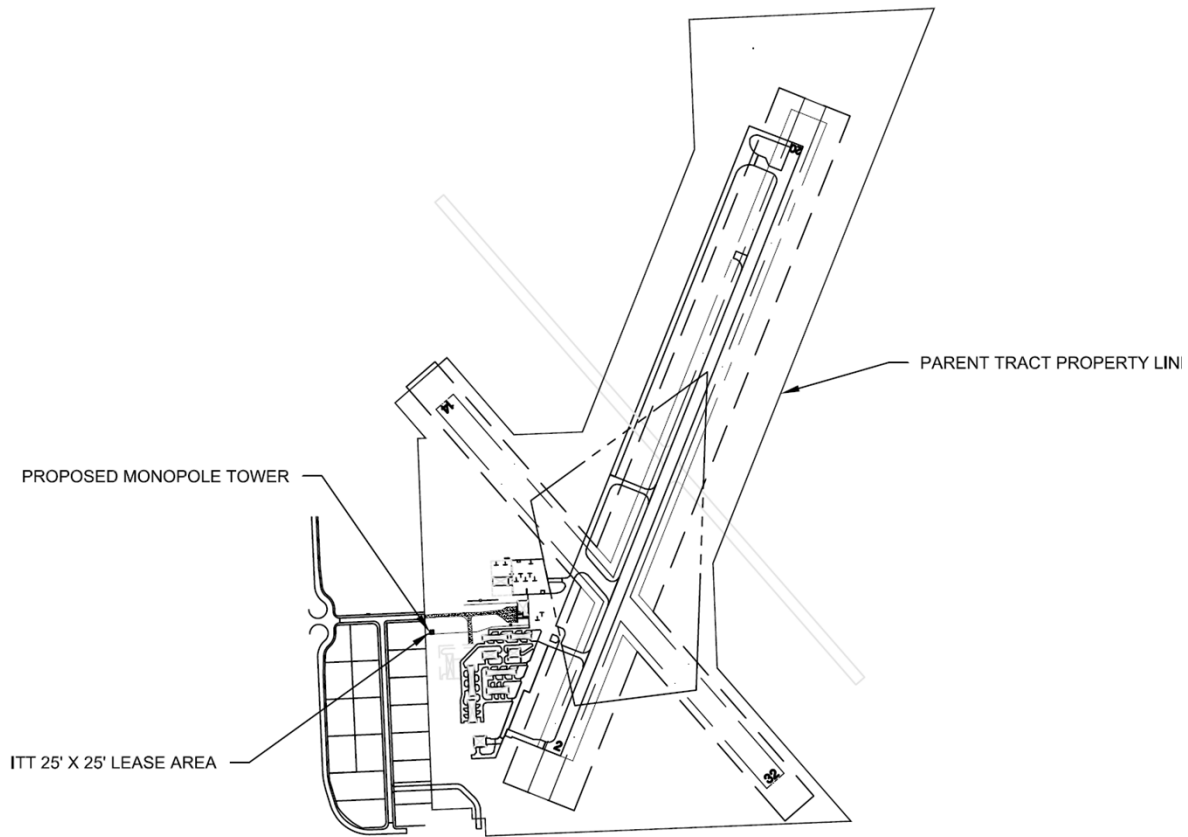
**EXHIBIT A**

**Lease Number: SV170-04**

**Location: Wahoo Airport Authority**


**Date: 14 December 2009**

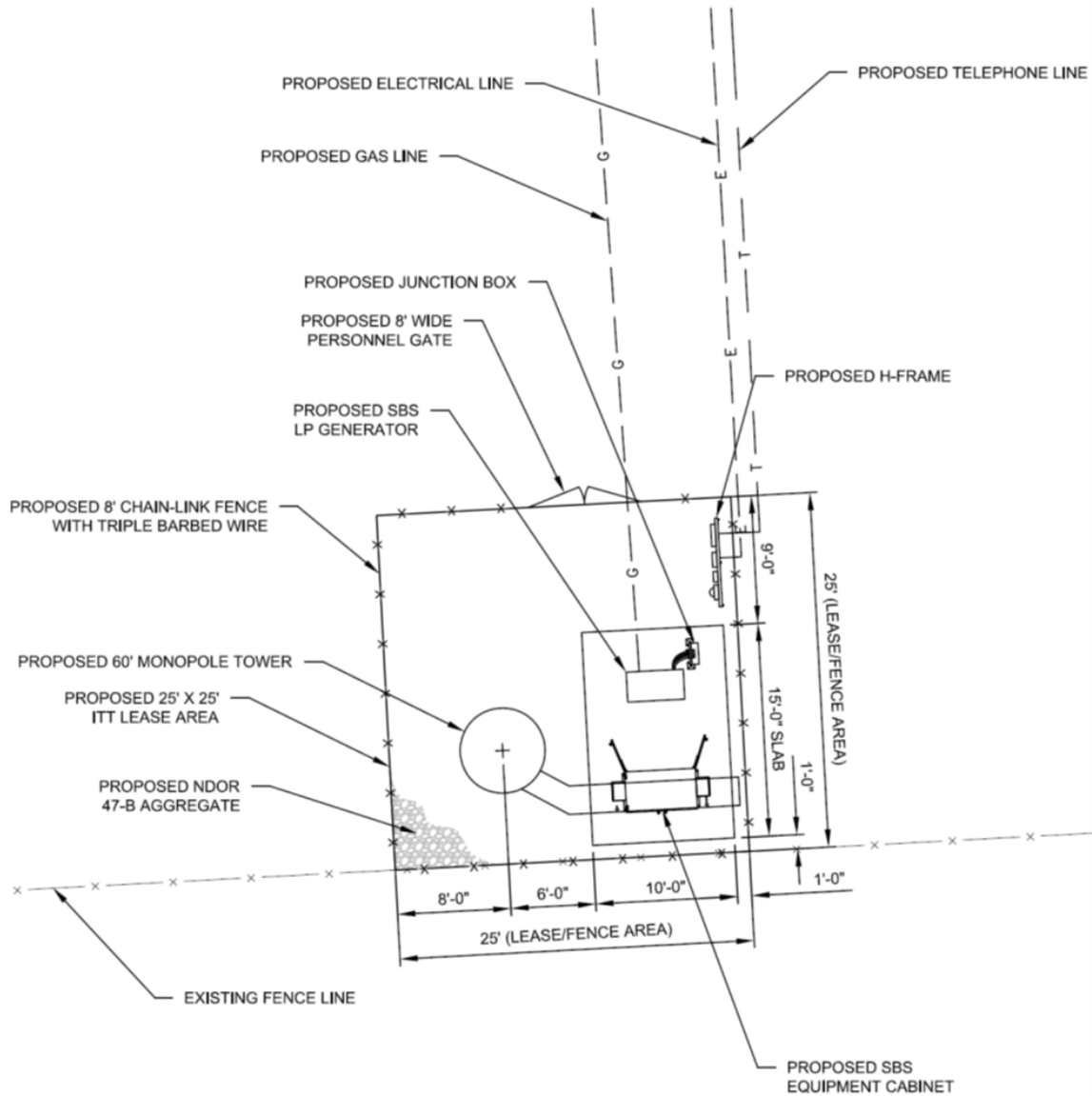
PROJECT: ITT TELECOMMUNICATIONS TOWER WAHOO, NEBRASKA	DATE: 11/23/2009	DRAWN: JRV	PROJECT NO: 607A28	BILLING GROUP: B	 Ph: 402.443.1661 PO Box 267 Wahoo, Nebraska 68066
SHEET TITLE: LEASE EXHIBIT				SCALE: 1" = 1000'	
				SHEET: 1 OF 3	



**OVERALL SITE PLAN**



PROJECT: ITT TELECOMMUNICATIONS TOWER WAHOO, NEBRASKA	DATE: 11/23/2009	DRAWN: JRV	PROJECT NO: 607A28	BILLING GROUP: B	 <small>PH: 402.443.4861 PO Box 357 Wahoo, Nebraska 68086</small>
SHEET TITLE: LEASE EXHIBIT			SCALE: 1" = 10'	SHEET: 2 OF 3	



**SITE PLAN**



**EXHIBIT B**

**Lease Number: SV170-04**

**Location: Wahoo Airport Authority**

**LTE Antenna Specifications**

<b><u>Equipment</u></b>	<b><u>Dimensions and Weight</u></b>
<b><u>LTE Antenna (Quantity 2)</u></b> <b><u>Laird OC69271, or similar</u></b>	<b><u>Not to exceed, 9.8" x 1" x 1",</u></b> <b><u>0.3 lbs (each)</u></b>
<b><u>LTE Coax Cable (Quantity 2)</u></b>	<b><u>Not to exceed, a 0.41 coax</u></b> <b><u>line (each)</u></b>