

## AIRPORT MANAGER/FIXED-BASE OPERATOR CONTRACT

This Agreement is made and entered into the \_\_\_\_\_ of December, 2024, by and between the City of Crete, Nebraska, a municipal corporation (City) and Justin Haack as President of The Avionics Place, LLC (the "Manager").

**WHEREAS**, the City owns and operates an airport known as Crete Municipal Airport (the "Airport"); and

**WHEREAS**, the Manager is desirous to enter into a contractual arrangement for the Management and responsibilities as Fixed Based Operator of the Airport.

**NOW THEREFORE**, in consideration of the agreements contained herein, the Manager does hereby agree to assume responsibility for management of the Airport, upon the following terms and conditions:

1. **Term.** The term of this Agreement shall be for a period of 1 year starting January 6, 2025 to December 31, 2025, unless sooner terminated as provided in paragraph's 19 and 20.
2. **Duties of Manager.** Under policy established by Owner, Manager is in charge of, and is responsible for, the administration, operation, and maintenance of the Airport. Manager, as a part of their duties and responsibilities, shall:
  - a. Conduct or provide for daily inspections of all airport physical properties, including the runway, lighting systems, buildings, navigational equipment, automobile parking areas and access roads; personally make or direct others to make routine maintenance, repairs, replacements or improvements in a timely and efficient manner if not requiring the special attention of contractors or other specialists; clearing all roads, parking lots, runways, and ramps of ice and snow; mowing the grass on the sod runway and along the sides and overrun areas at the end of both runways to a distance of fifteen feet (15') outside of lights and markers; reporting any needs for major repairs to City Administrator.
  - b. Assist in developing and submitting yearly airport budgets for approval and efficiently manage the allocated funds; submitting receipts to the Business Office within reasonable time after purchase.
  - c. Plan, direct, and coordinate operations and maintenance of airport facilities in accordance with all government rules, regulations, and policies under the oversight of the City Administrator.
  - d. Prepare written reports for, and attend, meetings of City Council and attend all regular and special meetings of the Airport Advisory Board.
  - e. Provide supervision and assume responsibility for all activities of the Airport.
  - f. Oversee and manage the leasing of the hangars, including, but not limited to, taking applications, maintaining current contact information for tenants, maintaining current contact information for tenants, maintaining current insurance information for tenants, maintaining current aircraft information (make, model, year, serial number, tail number), inspecting contents of hangars for compliance with regulations and policies, and reporting any vacation of hangars by tenants.
  - g. Create records of complaints received and handle them in an efficient and timely manner.

- h. Maintain such airport records as may be required by the City Administrator and by any other authorized governmental agency or agencies including an accurate and complete records of all airport activities.
  - i. Enforce the City of Crete Airport rules and regulations, ordinances of the City of Crete, Nebraska, and state and federal regulations relative to the Airport.
  - j. Ensure the lobby, restrooms, and public areas open and available to the general public during normal hours of operation: Monday through Friday from 8:00 a.m. to 5:00 p.m.
  - k. Maintain and make available a mobile telephone number for 24-hour emergency service notification and response.
  - l. Maintain facilities and equipment in a clean, safe, and secure condition.
  - m. Manage, inspect, and oversee fire and life safety procedures, operations, equipment, etc., including: completing and documenting regular, periodic, and annual inspections using the Fire and Life Safety Airport inspection Checklist or equivalent; inspecting all areas of the airport for compliance with hazardous materials storage and handling requirements; maintaining and utilizing an emergency and hazard preparedness, operations, mitigation, and recovery handbook; inspecting all areas of the airport for emergency evacuation information including fire escape route maps, tornado shelter location maps, etc.; inspecting all areas of the airport for emergency and safety equipment identification markings; and ensuring all required emergency and safety procedures, operations, equipment, etc. that are required by the Crete Municipal Airport Rules and Regulations and all local, state, and federal regulations are in place and implemented.
  - n. Keep the grass around the building mowed and noxious weeds under control.
  - o. Develop and implement long range plans for the City's Airport (analyzing current and future needs, assessing current and future system capabilities, advising the City Administrator of impending system upgrades, gaining consensus, implementing, and evaluating long range plans, etc.).
  - p. Effectively manage the Airport's distribution of services (procuring, allocating, controlling needed financial and material resources, assessing the quality of and progress on Airport projects, communicating with the City Administrator).
  - q. Maintain accurate and complete records of all airport activities
  - r. Maintain open communication with State and Federal agencies to ensure compliance with State and Federal laws and regulations (FAA, NFPA, etc.)
  - s. Develop and maintain professional contacts with various suppliers and contractors in an effort to procure timely, competitive, and quality resources and services.
  - t. Maintain professional growth strategies for self and the Airport.
  - u. Read current literature to stay abreast of practices, regulations, and procedures that can impact the operations of the Airport.
3. **Consideration.** In consideration for the Manager undertaking the responsibilities set forth in this agreement, Owner shall provide the Manager the following:
- a. A stipend Sixty-Five Thousand Dollars (\$65,000.00), payable in equal bi-weekly installments.

- b. Control of the Operator Hangar for no charge. Manager shall only be responsible for payment for use of utilities in the Hangar.
  - c. Any use of additional hangars will be leased to the Manager at the standard Crete Municipal Airport rates
  - d. The parties understand and agree that Manager is an independent contractor and not an employee of Owner.
  - e. Annual Performance Review. Each year, Manager shall undergo a performance review of Manager's performance during the preceding calendar year. The performance review shall be conducted by the City Administrator.
- 4. **Operation of Business at Airport.** Manager, in their position as Fixed- base Operator, may engage in the business of selling oil and other lubricants, maintaining and operating full aircraft servicing facilities, selling aircraft accessories and parts, provide storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business, giving flying instructions, and providing pilots for operating planes for others.
- 5. **Reporting Responsibilities.** Manager shall report to and take direction from the City Administrator. All inquiries or suggestions by the Airport Advisory Board shall not be taken as direction without review and agreement with that direction from the City Administrator.
- 6. **Rights of Manager.** Manager, as Fixed-Based Operator shall hold the following rights:
  - a. The right in common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
  - b. To install, operate, maintain, repair, and store subject to approval of City in the interest of safety and convenience of all concerned, all equipment necessary for the conduct of Manager's business.
  - c. Of access to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the City, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
  - d. In and on the premises, to sell oil and other lubricants, maintain and operate full aircraft servicing facilities, sell aircraft, engines, accessories and parts, and provide storage space for instruments, propellers, and accessories in connection with the business. The right to conduct these activities shall apply to aircraft of other persons as well as aircraft belonging to Manager.
  - e. To give flying instructions, to provide pilots for operating planes for others, and to carry passengers and freight for hire, subject to all appropriate laws of the Federal Government, the State of Nebraska, the ordinances of the City, and the requirements of the FAA, the Nebraska Department of Transportation or any other duly authorized governmental agency.
- 7. **Maintenance of Buildings.** Manager will maintain the leased structures occupied by them and the surrounding land premises in good order and make repairs as necessary.
- 8. **Hangar Lease.** Manager shall sign a lease for the use and control of the Operator hangar and any other hangars they lease. Manager agrees to abide by the lease agreement. In the event this Agreement is terminated, Manager's hangar lease may continue at a rate based on the market rate for hangars at Crete Airport.

9. **Insurance.**

- a. The Manager agrees to deposit with the City a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Nebraska and shall insure the manger against loss from liability in the amount of \$500,000.00 for the injury or death of one person in any one accident, in the amount of \$ 1,000,000.00 for the injury or death of more than one person in any one accident, and in the amount \$1,000,000.00 for damage to property of others for any one accident.
  - b. The policy of insurance shall be approved by the City Administrator before it is file, and shall contain a provision that the same may not be canceled before the expiration of its term except upon 30 days' written notice to the City Administrator.
  - c. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
10. **Hold Harmless.** Manager shall hold the City harmless from all claims of liability for any loss, damage, or expense resulting from injury to person or damage to or loss of property proximately caused through the negligence of the Manager or its employees upon the premises operating in the business of The Avionics Place, LLC.
11. **Right to Inspect.** City reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
12. **Quiet Enjoyment.** So long as Manager conducts his business in a fair, reasonable, safe, and workmanlike manner, Manager shall peaceably have and enjoy the leased premises, and all the rights and privileges granted,
13. **Transfer.** Manager may not, at any time during the terms of this lease, assign or transfer the benefits of this agreement to any person or corporation or their responsibility to communicate with the City Administrator or attend airport advisory board meetings. Manager may assign or delegate the remaining duties under this agreement, but maintains responsibility for ensuring all duties are fulfilled.
14. **Signs.** Manager agrees that no signs or advertising matter may be erected without the consent of the City and only as long as the signs follow zoning requirements.
15. **Nonexclusive Rights.** Lessee shall have the right and privilege of engaging in and conducting a business on the premises of the airport under the terms and conditions as set forth, provided, however, that this agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of the airport other than those premises leased exclusively to Manager.
16. **Fair and Nondiscriminatory Services.** Manager in the conduct of any aeronautical activity for furnishing services to the public at the Airport, shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Manager may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

17. **Title VI, Civil Rights Assurances.** Manager, for himself, his personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.
18. **Taxes.** Manager shall pay all taxes or assessments that may be levied against the personal property of the Manager.
19. **Default of this agreement.** In the event that Manager fails to comply with the terms and conditions of this Agreement, City shall notify Manager, in writing, of the alleged violation of this Agreement and, if the violation has not been corrected within 30 days from the date of notification of the alleged violation or if City has other reasonable and just cause, this Agreement may be terminated upon thirty days' written notice. Manager may terminate this Agreement at any time upon giving not less than thirty days' written notice to City. The Agreement shall also be terminated if Manager is unable to perform his duties.
20. **Rights After Termination.** In the event of termination of this agreement, the City shall have the right at once to enter and take possession of the premises occupied by the Manager. The City shall provide the Manager a reasonable amount of time to move his personal property from the Airport property. Any personal property left behind at the end of that period shall become the property of the City to use and dispose of at its discretion.
21. **Subordination.** This Agreement shall be subordinate to the provisions of any existing or future agreement between city and the United States or the State of Nebraska, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the State of Nebraska.
22. **Severability; Counterparts; Entire Agreement.** If any provisions of this agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, such invalidity will not affect other provisions of this agreement. This agreement and the lease for any hangars the Manager occupies shall constitute the full extent of this agreement.

#### **ACCEPTANCE PROVISIONS.**

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CRETE, NEBRASKA	GRANTEE→ AVIONICS PLACE, LLC
<b>By:</b> _____	<b>By:</b> _____
<b>(Signature of Authorized Official)</b>  _____	<b>Justin Haack, President</b>  _____
<b>(Typed or Printed Name/Title)</b>  _____	<b>(Typed or Printed Name/Title)</b>  _____
<b>(Date)</b>  _____	<b>(Date)</b>  _____