

Airport Authority Meeting
Thursday, March 12, 2020 8:15 AM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting
2. In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the council chambers. Items listed on the agenda may be considered in any order.
3. Roll Call
4. Attendance will be recorded to determine the presence of a quorum for official actions.
5. Consent Agenda
6. The Airport Authority will consider approval of the following items. Explanation may occur for each item and the authority may approve and or amend and approve the items listed.
 - A. Approve Prior Meeting Minutes
 1. Airport Authority Meeting Minutes of 02/13/20.
 - B. City Treasurer's Report
 - C. Claims Against the Airport Authority
7. Items of Business
8. The Airport Authority may take action to hear testimony in favor of or in opposition to, discuss/limit discussion and take action to approve or disapprove action on any matter presented under this title.
 - A. Terminate FBO Agreement with JD Aviation effective April 1, 2020..
 - B. FBO Agreement with Shaun Krzycki. Term to coincide with Manager Agreement term.
 - C. Discuss the 24-hour fuel sales.
 - D. Update on fiber installation.
 - E. Review the Tillotson contract proposal of \$5,164 for labor and materials for concrete leveling.
9. Petitions - Communications - Citizen Concern
10. No action can be taken by the authority on matters presented under this title except to answer any question posed and/or to refer the matter for further action. Testimony may be limited to 3 minutes per person. Please do not repeat testimony that has already be heard.
11. Officers' Reports
12. Reports may be given by Department Heads, Committees and Authority members concerning current operations of the Airport. Questions may be asked and answered. No action can be taken by the Authority on matters presented under this title except to answer any question posed and to refer the matter for further action.

13. Adjournment

14. The Airport Authority will review the above matters and take such actions as they deem appropriate. The Airport Authority may enter into closed session to discuss any matter on this agenda when it is determined by the Authority that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of an individual and if such an individual has not requested a public meeting, or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.

CITY OF CRETE, NEBRASKA
Airport Authority
Minutes of Thursday, February 13, 2020

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
US Post Office, 1242 Linden Avenue
City Bank & Trust, 1135 Main Avenue

Advance notice of the meeting also given to the board members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the Council Chambers. Additional copies are available to read. The board may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

Airport Authority Chair Blaine Spanjer called the meeting to order at 8:15am.

2. Roll Call

Zoraida Ramos: Absent
Kirk Keller: Present
Howard Nitzel: Present
Dan Papik: Present
Blaine Spanjer: Present
Present: 4, Absent: 1.

Also present: City Clerk Judi Meyer, Finance Director Jerry Wilcox, City Attorney Kyle Manley, Airport Manager Shaun Krzycki, Terry Reikes, Ken McMillan.

3. Petitions - Communications - Citizen Concern

4. Special Order of Business

4.A. Officer Elections

The consensus is to hold officer elections every other year after elections.

4.B. Crete Airport Authority annual audit for FY ending 07.31.2019

Accept the FY 2019 annual audit. Carried with a motion by Howard Nitzel and a second by Kirk Keller. Kirk Keller: Aye, Howard Nitzel: Aye, Dan Papik: Aye, Blaine Spanjer: Aye
Aye: 4, No: 0

4.C. Update on status of eviction.

Kyle Manley reported that he will be filing paperwork with the District Court. Shaun will move the airplanes out.

4.D. Discuss and approve the extension of the 2017 Lease Agreement with Air Methods.

Approve door repairs and extension of Air Methods 2017 Lease Agreement.

Carried with a motion by Dan Papik and a second by Howard Nitzel.

Kirk Keller: Aye, Howard Nitzel: Aye, Dan Papik: Aye,

Blaine Spanjer: Aye

Aye: 4, No: 0

4.E. Review Crete Skydiving Lease Agreements.

Kyle will review the Lease Agreements. Shaun will get a copy of the current waiver used by Crete Skydiving. The consensus is that the current rate is acceptable.

4.F. Farm Lease Agreements

Approve one-year extension of the Lease Agreements with a full review and revision of the agreements and rates next September. Carried with a motion by Howard Nitzel and a second by Kirk Keller.

Kirk Keller: Aye, Howard Nitzel: Aye, Dan Papik: Aye,

Blaine Spanjer: Aye

Aye: 4, No: 0

5. Officers' Reports

Items discussed: paving issue on taxiway between C & D, salvage items, potential inspections of tanks and lines from tanks to pumps, adding another pole box, and re-doing the windsock.

6. Consent Agenda

Approve the Consent Agenda items. Carried with a motion by Dan Papik and a second by Howard Nitzel. Kirk Keller: Aye, Howard Nitzel: Aye, Dan Papik:

Aye, Blaine Spanjer: Aye

Aye: 4, No: 0

6.A. Airport Authority Meeting Minutes

6.A.1. Airport Authority meeting minutes of January 9, 2020.

6.B. City Treasurer's Report

6.C. Claims Against the Airport Authority

7. Adjournment

The meeting was adjourned at 9:06am.

3/10/2020

CRETE AIRPORT AUTHORITY
Account Balances
FY 2020

	Account #	Deposits	Expenditures	Bank balance	Outstanding (+/-)	Balance
Pinnacle Bank Checking	XXXXXX114	\$8,580.34	\$29,866.61	\$131,489.17	-\$1,436.41	\$130,052.76
TOTAL FUNDS AVAILABLE		\$8,580.34	\$29,866.61	\$131,489.17	-\$1,436.41	\$130,052.76

	Final payment	Issue	Principal	Interest	Total payment	Balance
2017 Revenue Bonds	2022	\$114,000.00	\$0.00	\$1,153.75	\$1,153.75	\$71,000.00
TOTAL DEBT		\$114,000.00	\$0.00	\$1,153.75	\$1,153.75	\$71,000.00

CRETE AIRPORT AUTHORITY

Aged Accounts Receivable

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<u>Cust ID</u>	<u>Current</u>	<u>31 to 60</u>	<u>61 to 90</u>	<u>Over 90</u>	<u>Total Past</u>
002 RENT	\$60.00	\$60.00	\$60.00	\$0.00	\$120.00
002 ELECTRICITY	\$0.00	\$0.00	\$229.34	\$754.84	\$984.18
019 FUEL	\$0.00	\$0.00	\$0.00	\$659.56	\$659.56
A6C3 RENT	\$70.00	\$70.00	\$70.00	\$280.00	\$420.00
AIRM FUEL	\$3,029.57	\$3,724.47	\$3,229.98	\$0.00	\$6,954.45
AIRM 001 RENT	\$500.00	\$500.00	\$500.00	\$0.00	\$1,000.00
AIRM 001 UTILITIES	\$754.56	\$656.18	\$719.10	\$0.00	\$1,375.28
B4D2G2 FUEL	\$638.03	\$0.00	\$474.60	\$0.00	\$474.60
B5 FUEL	\$0.00	\$0.00	\$0.00	\$372.86	\$372.86
C7C9 RENT	\$165.00	\$165.00	\$165.00	\$1,420.00	\$1,750.00
E2 FUEL	\$0.00	\$0.00	\$0.00	\$24.89	\$24.89
E6G8 RENT	\$90.00	\$90.00	\$90.00	\$720.00	\$900.00
E6G8 FUEL	\$0.00	\$0.00	\$0.00	\$154.70	\$154.70
TOTAL PAST DUE ACCOUNTS	\$5,307.16	\$5,265.65	\$5,538.02	\$4,386.85	\$15,190.52
BALANCE OF A/R	\$29,865.23	\$0.00	\$0.00	\$0.00	\$35,172.39
TOTAL A/R	\$35,172.39	\$5,265.65	\$5,538.02	\$4,386.85	\$50,362.91
PERCENT PAST DUE					30.16%

FUEL A/R \$12,708.70
 % FUEL 25.23%

3/10/2020

CRETE AIRPORT AUTHORITY

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	YTD FY 2020 2/29/20	Budget	YTD % Used
REVENUE								58.33%
92-10-4010 PROPERTY TAX	\$50,869.12	\$46,744.22	\$24,942.41	\$19,716.59	\$23,584.66	\$7,522.87	\$25,000.00	30.09%
92-10-4020 HOMESTEAD ALLOCATION	\$1,586.78	\$1,933.68	\$654.18	\$863.30	\$835.07	\$136.90	\$1,000.00	13.69%
92-10-4050 MOTOR VEHICLE PRO RATE	\$78.20	\$113.17	\$37.64	\$0.00	\$62.85	\$0.00	\$50.00	0.00%
92-10-4070 INTEREST	\$14.07	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
92-10-4880 LEASE PAYMENTS	\$23,908.70	\$15,639.20	\$15,661.70	\$15,819.20	\$15,414.20	\$225.00	\$15,500.00	1.45%
92-10-4950 RENT PAYMENTS	\$51,525.21	\$63,442.24	\$65,466.32	\$77,144.77	\$84,335.00	\$45,705.00	\$90,000.00	50.78%
92-10-4981 SHARE OF ELECTRICITY COSTS	\$5,149.13	\$5,512.78	\$5,627.86	\$6,752.68	\$6,565.57	\$2,728.21	\$6,500.00	41.97%
92-10-4990 MISC INCOME	\$1.46	\$0.00	\$278.00	\$1,776.99	\$673.62	\$0.00	\$0.00	0.00%
REVENUE Total	\$133,132.67	\$133,385.37	\$112,668.11	\$122,073.53	\$131,470.97	\$56,317.98	\$138,050.00	40.80%
EXPENSE								
92-10-5170 LIAB./PHYS./WORK COMP. INS.	\$13,265.01	\$16,363.49	\$20,780.03	\$19,563.48	\$13,482.57	\$0.00	\$15,000.00	0.00%
92-10-5210 UTILITIES	\$14,837.84	\$13,654.17	\$12,701.99	\$13,389.24	\$11,579.34	\$9,489.74	\$15,000.00	63.26%
92-10-5220 TELEPHONE	\$1,178.79	\$1,323.25	\$1,233.10	\$1,378.56	\$1,403.79	\$600.00	\$1,300.00	46.15%
92-10-5330 BUILDINGS & GROUNDS MAINT.	\$9,460.37	\$24,359.89	\$29,601.49	\$14,222.06	\$17,316.22	\$1,094.40	\$35,000.00	3.13%
92-10-5380 PROFESSIONAL SERVICES	\$2,600.00	\$250.00	\$78.77	\$0.00	\$6,140.00	\$0.00	\$500.00	0.00%
92-10-5390 PRINTING, PUBLICATIONS, LEGALS	\$122.00	\$100.00	\$130.00	\$121.20	\$430.99	\$168.08	\$300.00	56.03%
92-10-5791 VEHICLE/EQUIPMENT REPAIRS	\$2,807.14	\$2,557.51	\$1,863.18	\$2,130.73	\$4,400.46	\$3,798.91	\$5,000.00	75.98%
92-10-5800 VEHICLE/EQUIPMENT FUEL	\$1,209.50	\$478.76	\$506.96	\$980.04	\$1,407.10	\$697.53	\$1,500.00	46.50%
92-10-5970 MISC. OPERATING	\$1,150.09	\$675.00	\$67.19	\$6.99	\$0.00	\$235.28	\$1,000.00	23.53%
92-10-6020 MISC. SUPPLIES	\$0.00	\$181.82	\$0.00	\$0.00	\$0.00	\$135.39	\$500.00	27.08%
92-10-6140 RESERVE TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
92-10-6199 MANAGER CONTRACT	\$33,600.00	\$33,600.00	\$33,600.00	\$33,600.00	\$33,600.00	\$20,966.67	\$33,600.00	62.40%
92-10-6360 LOAN & BOND PRINCIPAL	\$49,924.00	\$40,290.16	\$8,000.00	\$0.00	\$21,000.00	\$0.00	\$21,000.00	0.00%
92-10-6370 LOAN & BOND INTEREST	\$2,121.00	\$1,270.00	\$244.00	\$1,914.25	\$4,875.00	\$1,153.75	\$4,000.00	28.84%
92-10-9950 BAD DEBT EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
EXPENSE Total	\$132,275.74	\$135,104.05	\$108,806.71	\$87,306.55	\$115,635.47	\$38,339.75	\$133,700.00	28.68%
OPERATIONS	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	2/29/2020	Budget	% Used
Total Expense	\$132,275.74	\$135,104.05	\$108,806.71	\$87,306.55	\$115,635.47	\$38,339.75	\$133,700.00	28.68%
Total Revenue	\$133,132.67	\$133,385.37	\$112,668.11	\$122,073.53	\$131,470.97	\$56,317.98	\$138,050.00	40.80%
Gain/(Loss)	\$856.93	(\$1,718.68)	\$3,861.40	\$34,766.98	\$15,835.50	\$17,978.23	\$4,350.00	

RETAIL FUEL

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	2/29/20	Budget	% Used
REVENUE								58.33%
92-11-4440 FUEL SALES	\$117,530.32	\$113,017.41	\$99,603.09	\$142,299.69	\$129,351.98	\$73,331.18	\$150,000.00	48.89%
REVENUE Total	\$117,530.32	\$113,017.41	\$99,603.09	\$142,299.69	\$129,351.98	\$73,331.18	\$150,000.00	48.89%
EXPENSE								
92-11-5330 BUILDINGS & GROUNDS MAINT.	\$4,646.18	\$449.71	\$4,077.13	\$1,545.87	\$1,922.14	\$0.00	\$3,000.00	0.00%
92-11-5381 COMMISSION	\$24,318.80	\$25,091.60	\$26,146.20	\$34,477.20	\$29,179.10	\$17,521.50	\$25,000.00	70.09%
	20.69%	22.20%	26.25%	24.23%	22.56%	23.89%	16.67%	
92-11-5382 CREDIT CARD CHARGES	\$1,126.65	\$1,911.96	\$1,406.48	\$4,181.42	\$2,442.33	\$1,403.00	\$2,000.00	70.15%
	0.96%	1.69%	1.41%	2.94%	1.89%	1.91%	1.33%	
92-11-5811 BULK FUEL	\$71,801.82	\$81,095.49	\$81,385.60	\$90,448.06	\$101,619.48	\$67,172.93	\$120,000.00	55.98%
92-11-9950 BAD DEBT EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
EXPENSE Total	\$101,893.45	\$108,548.76	\$113,015.41	\$130,652.55	\$135,163.05	\$86,097.43	\$150,000.00	57.40%

RETAIL FUEL	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	2/29/20	Budget	% Used
Total Expense	\$101,893.45	\$108,548.76	\$113,015.41	\$130,652.55	\$135,163.05	\$86,097.43	\$150,000.00	57.40%
Total Revenue	\$117,530.32	\$113,017.41	\$99,603.09	\$142,299.69	\$129,351.98	\$73,331.18	\$150,000.00	48.89%
Gain/(Loss)	\$15,636.87	\$4,468.65	(\$13,412.32)	\$11,647.14	(\$5,811.07)	(\$12,766.25)	\$0.00	

FUEL INVENTORY	Cost	8/20/2019	1/20/2020	Gallons	2/20/2020	Difference
100LL Fuel	\$3.51	\$4,624.62	\$8,221.71	1,740	\$6,107.40	\$1,482.78
Auto Fuel	\$2.79	\$1,386.63	\$560.79	193	\$538.47	-\$848.16
Jet Fuel	\$2.52	\$5,053.44	\$2,889.59	7,967	\$20,076.84	\$15,023.40
Total		\$11,064.69	\$11,672.09	9,900	\$26,722.71	\$15,658.02

A/P	Gain/(Loss)	A/R	FUEL STATUS
\$27,939.08	\$2,891.77	\$12,708.70	(\$12,338.61)
		3/9/2020	

CAPITAL IMPROVEMENTS

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	2/29/20	Budget	% Used
REVENUE								58.33%
92-20-4033 LOAN & BOND PROCEEDS	\$0.00	\$0.00	\$0.00	\$114,000.00	\$0.00	\$0.00	\$0.00	0.00%
92-20-4160 GRANT PROCEEDS	\$0.00	\$0.00	\$0.00	\$724,112.93	\$90,118.51	\$0.00	\$0.00	0.00%
REVENUE Total	\$0.00	\$0.00	\$0.00	\$838,112.93	\$90,118.51	\$0.00	\$0.00	0.00%
EXPENSE								
92-20-5320 RUNWAY, EQUIPMENT, BUILDINGS	\$0.00	\$0.00	\$60,752.72	\$747,621.88	\$109,502.50	\$0.00	\$0.00	0.00%
EXPENSE Total	\$0.00	\$0.00	\$60,752.72	\$747,621.88	\$109,502.50	\$0.00	\$0.00	0.00%

CAPITAL IMPROVEMENTS	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	2/29/20	Budget	% Used
Total Expense	\$0.00	\$0.00	\$60,752.72	\$747,621.88	\$109,502.50	\$0.00	\$0.00	0.00%
Total Revenue	\$0.00	\$0.00	\$0.00	\$838,112.93	\$90,118.51	\$0.00	\$0.00	0.00%
Gain/(Loss)	\$0.00	\$0.00	(\$60,752.72)	\$90,491.05	(\$19,383.99)	\$0.00	\$0.00	

	TOTAL FUNDS							
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	2/29/20	Budget	% Used
Total Expense	\$234,169.19	\$243,652.81	\$282,574.84	\$965,580.98	\$360,301.02	\$124,437.18	\$283,700.00	43.86%
Total Revenue	\$250,662.99	\$246,402.78	\$212,271.20	\$1,102,486.15	\$350,941.46	\$129,649.16	\$288,050.00	45.01%
Gain/(Loss)	\$16,493.80	\$2,749.97	(\$70,303.64)	\$136,905.17	(\$9,359.56)	\$5,211.98	\$4,350.00	

Check Approval List

3/10/2020 1:59:05 PM

CITY OF CRETE AIRPORT AUTHORITY

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<u>Pay#</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount</u>
1703	PUBL	CITY OF CRETE PUBLIC WORKS	02 20	WATER	3/12/2020	20.87
1708	ACE	CRETE ACE HARDWARE	A562752	KEYPAD ENTRIES	3/12/2020	701.95
1710	ACE	CRETE ACE HARDWARE	A563443	KEYPAD ENTRIES	3/12/2020	937.96
1711	ACE	CRETE ACE HARDWARE	A563540	CHAIN 7 SCREWS	3/12/2020	26.25
1713	ACE	CRETE ACE HARDWARE	A563847	STAPLEGUN	3/12/2020	26.93
1714	ACE	CRETE ACE HARDWARE	A564117	LATCHES	3/12/2020	61.16
1715	ACE	CRETE ACE HARDWARE	A564149	LATCH	3/12/2020	30.58
1707	ACE	CRETE ACE HARDWARE	B565888	CLEANING SUPPLIES	3/12/2020	62.04
1709	ACE	CRETE ACE HARDWARE	B566415	CLEANING SUPPLIES	3/12/2020	35.07
1712	ACE	CRETE ACE HARDWARE	B567097	TORCH	3/12/2020	17.99
1706		CRETE LUMBER AND FARM SUPPLY	650021	LUMBER	3/12/2020	55.86
1705	CRETE	CRETE NEWS	120438	MEETING NOTICE	3/12/2020	10.35
1694	KRY	ELEVATE AIR SERVICE LLC	02 20	MANAGEMENT	3/2/2020	4,808.54
1704	NORRIS	NORRIS PUBLIC POWER	02 20	ELECTRICITY	3/12/2020	1,253.34
1695	SAPP	SAPP BROS. PETROLEUM, INC.	22965730	PROPANE HANGAR #1	3/12/2020	491.19
1698	SAPP	SAPP BROS. PETROLEUM, INC.	22965731	PROPANE SRE	3/12/2020	461.06
1696	SAPP	SAPP BROS. PETROLEUM, INC.	22978788	PROPANE HANGAR #1	3/12/2020	205.21
1697	SAPP	SAPP BROS. PETROLEUM, INC.	22978789	PROPANE SRE	3/12/2020	79.76
1716		STANDARD PRODUCTS	658058	CLEANING SUPPLIES	3/12/2020	239.80
1701	WASTE	WASTE CONNECTIONS OF NEBRASKA/	1693588	GARBAGE SERVICE	3/12/2020	288.12
1700	WASTE	WASTE CONNECTIONS OF NEBRASKA/	1694462	GARBAGE SERVICE	3/12/2020	233.12
1699	WIND	WINDSTREAM	03 20	PHONE LINES	3/12/2020	116.54
1702	WORLD	WORLD FUEL SERVICES	668705	100LL FUEL	3/12/2020	27,939.08
						<hr/> <hr/> \$38,102.77

Report Selection: Check Approval List - By Vendor

Date Range Selection: Invoice Due Date

Starting Date: 2/14/2020

Ending Date: 3/12/2020

Tillotson Enterprises
715 Huron Dr
Kearney, NE 68847
Office: 800-643-5731
Cell: 402-686-0344
Fax: 308-237-1006



Contract #17395 - 19904
Page 1 of 1
Date: 2/14/2020
216 square feet

To: Shaun Krzycki - Crete Municipal Airport
PO Box 86
Crete, Nebraska 68333
Phone: 402-826-4402
Cell: 402-310-6124

Job PO Box 86
Location: Crete, Nebraska 68333

We hereby submit specifications and estimates for: Leveling Concrete by Foam Jacking

1. Drill 5/8" holes in proposal concrete slab to be raised as needed.
2. Add 715 foam under the concrete to level the proposed concrete slab.
3. Concrete slab(s) to be raised: We will lift and level 3 pads and void fill 3 pads as much as concrete will allow.
4. Add concrete patch over 5/8" hole. This concrete patch is not guaranteed to match existing concrete.
5. Clean up work area and dispose of debris.

If client wants Tillotson Enterprises, Inc. (TEI) to caulk crack/seams in concrete, this will be billed at an extra cost according to material + 15% and time at \$85/hour to do said work. Please advise TEI of this request upon signing of contract.

This contract covers 715 LB of foam chemical or 2,628 strokes on a Graco E-30 machine and 2.66 times more strokes on an E-20 machine. If the project requires more foam due to an unknown open space under the concrete, additional foam will be charged at the rate of \$7/Lb and the additional cost will be reflected on your final invoice.

Owner Responsibilities and Disclaimers

1. Owner is responsible for adding backfill dirt, if necessary.
 2. Tillotson Enterprises is not responsible for damage to landscaping, plumbing or electrical, cracks in floor or walls and/or damage which has occurred or may occur as a result of the settling or foam jacking process. Price is subject to change, with customer approval, if open space under concrete is greater than anticipated. If the concrete cannot be raised and must be replaced, it is the customer's responsibility to replace it at current replacement cost.
 3. For concrete over 10 years old; TEI will refill, one time in a one year period, any areas that have resettled more than a 1/4". A refill will utilize the same holes. A service fee may apply for a refill not covered under the limited guarantee or for any other reason. This limited guarantee does not include patches applied to or placed between slabs. This limited guarantee is void if the customer does not seal all cracks and joint on the slabs, maintain backfill along the slabs involved or if resettling occurs as a result of flooding or other acts of God.
 4. Tillotson Enterprises, Inc. maximum liability to client for the work, whether in contract, tort or otherwise, is \$500.00 or the amount paid to Tillotson Enterprises, Inc. for the work, whichever is greater. it is expressly agreed that the client's sole and exclusive remedy against Tillotson Enterprises, Inc. for the work performed under this agreement, whether based in contract, tort or otherwise, is the award of damages not to exceed the stipulated \$500.00 figure, or the amount paid to Tillotson Enterprises, Inc. for the work, whichever is greater.
 5. LIEN WAIVERS. Client is entitled to written lien waivers upon receipt by Tillotson Enterprises, Inc. of full payments as called for in this Proposal.
 6. Nebraska construction liens as required by the Nebraska construction lien law; Tillotson Enterprises, Inc. hereby notifies client that persons or companies furnishing labor or materials for the work on client's land may have lien rights on client's land and buildings if not paid. those entitled to lien rights, in directly with the client or those who give the client notice within 60 days after they first furnish labor or materials. client may receive notices from those who furnish labor or materials for the work, and should give a copy of each notice received to the mortgage lender, if any. Tillotson Enterprises, Inc. agrees to cooperate with the client and the client's lender, if any, to see that all potential lien claimants are duly paid.
 7. Tillotson Enterprises is not responsible for spider cracks forming as a result of lifting propose concrete.
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Any alteration or deviation from above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado, hail and other necessary insurance on above work. Workman's compensation and public liability insurance on above work to be taken out by Tillotson Enterprises Inc. Tillotson Enterprises Inc is not responsible for any existing or future damage due to mold or mildew. In no event shall Tillotson Enterprises Inc. be liable to client or any third-party for incidental or consequential damages (Including, without limitation, claims for loss of business or lost profits) resulting from or arising out of the work.

We hereby propose to furnish material and labor - in accordance with the above specifications, for the sum of: Five Thousand One Hundred Sixty Four dollars \$5,164.00

Payment to be made as follows: Payment is due upon any work completed, shall bear interest at 1 1/3% per month from date of completion, and, if suit is filed to enforce payment, owner will pay reasonable attorney fees and court cost. I understand that any failure to pay as and when required by the contract, all Warranty/Guarantees contained herein can be reduced or voided. The prices, specification and conditions are satisfactory and are hereby accepted. The contractor is authorized to do the work specified. Tillotson Enterprises Inc reserves the right to charge client for expenses incurred for a warranty service call if it is determined the problem is not a warranty issue covered by material and/or labor.

1st Payment: \$5,164.00 dollars

Date Paid:

If a down payment is not received with signed contract, additional material cost increases, labor cost increases, etc. may be passed on to the client.

Acceptance of the proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

We agree to furnish the above items and conditions herein contained. All agreements contingent upon strikes, Acts of God, or other causes beyond our control.

Date of Acceptance 2/14/2020

This contract price is void after 30 days

Purchaser



Contractor

for Crete Airport
Authority