

Airport Authority Meeting
Thursday, July 9, 2020 8:15 AM
Crete City Hall
243 E 13th Street

1. Open Meeting

- 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.
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2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.
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3. Petitions - Communications - Citizen Concerns

- Citizen testimony may be limited to 3 minutes per person.
- Please do not repeat testimony that has already be heard.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.
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4. Items of Business

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.
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A. Consider turning fuel sales over to the FBO as of August 1, 2020.

The inventory as of 6/22/20:

100LL	5047 gal.	\$3.49 per gal.	\$17,614.03
Auto Fuel	552 gal.	\$1.86 per gal.	\$1,026.72
Jet Fuel	8531 gal.	\$1.40 per gal.	\$11,943.40
TOTAL			\$30,584.15

The fuel accounts receivable as of 6/22/20:
\$18,707.60

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B. Discuss fuel system maintenance.

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C. Review and discuss Yant Equipment quote for fuel management system.

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D. Discuss CIP/priority projects by year.

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E. Discuss Engineering Agreement with Olsson Assoc.

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F. Discuss cost estimates for fuel tank cleaning and fuel tank replacement.

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G. Review and approve Crete Skydiving leases.

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5. Officers' Reports

- Reports may be given by Officers, City Departments, Committees, or Authority members concerning the current operations of the Airport.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

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6. Consent Agenda

- All items listed on the consent agenda will be approved by one motion and vote. No separate discussion of these items will occur unless the Chair, an Authority member, or a citizen so requests. If such a request is made, the item will be moved out of the consent agenda and considered separately.

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A. Approve Meeting Minutes

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1. Airport Authority Meeting Minutes of June 11, 2020.

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B. Accept the City Treasurer's Report

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C. Approve the Payment of Claims Against the Airport Authority

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7. Adjournment

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- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such 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 immediately prior to the closed session the Mayor 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.
- The complete agenda with attachments is available at www.crete.ne.gov.



YANT TESTING, SUPPLY & EQUIPMENT, INC.

4817 N 56th St Suite 50

Lincoln, Ne 68504

402-475-5121 800-967-1952 fax 402-475-7929

jbaker@yantequipment.com

7-1-2020

Crete Airport
Shaun Krzycki
402-310-6124
shaun@eascek.com

Dear Shaun,

Thank you for contacting us regarding your fuel management system for your airport. I have quoted the following:

- 2 – Wayne Global single product dispensers to replace your existing Gasboy dispensers. These will have pulse output to communicate with the QT POD system along with gallons and price displays for retail sale.
- 1 – LCR IQ register to replace your existing mechanical register. This will have pulse output and will communicate with the QT POD.
- 2 – 75' spring rewind reels to be mounted on the island for each dispenser.
- 1 – Installation of above equipment
- 1 – Electrical installation of above equipment. Electrical is based upon all existing conduits and wiring being reusable. If new wire or conduit is required, extra costs will be added.
- 1 – QT pod system for 3 hoses
- 1 – installation of QT pod system
- 1 - Electrical installation of QT POD equipment. Electrical is based upon all existing conduits and wiring being reusable. If new wire or conduit is required, extra costs will be added.
- 1 – Install a hinged door on the existing filter / reel / meter cabinet to have access to changing the filter element.
- 1 – Remove existing light pole and have it powder coated. Fabricate new mount for the top of it to hold 4 LED pole lights. Reinstall light pole and electrical to connect lighting. Will reuse existing wiring and conduits.
- 1 – OPW Nano tank monitor for the AST farm with overfill alarm.
- 3 – Probes, 1 for each tank to record inventory only – no tank testing

3 – Pressure Vacuum vents to replace the existing
1 – Labor, installation of tank monitor along with welding fittings to existing tank manways for the probes. Check all fittings on tanks to be tight and operation of the existing tank gauges. No parts or labor included if needed for repairs of fittings and gauges. No electrical included for tank monitor. Will need conduit and wires pulled from building to tank farm.

Total for all above \$91,220.00

We would require a 20% down payment on the job total before ordering equipment from the factory. Payment terms are net 5 days. Once the dispensers have been shipped from the factory, we will receive an invoice immediately. After the install is complete, we will invoice you for the remaining amount to complete the job. This will be net 30 terms.

If you have any questions or comments, you are welcome to call or email me at the information below. Thank you for your time.

Sincerely,



Jared Baker
jbaker@yantequipment.com
Omaha 402-345-6045
Lincoln 402-475-5121
Cell 402-677-7219

DRAFT 6/27/20

COMITTEES: LEASES- Kirk/ Zorata FACILITIES- Howard/Kirk AIP- 1/2/5/10 year planning- Dan / All

Current priority projects

1. State Inspection discrepancies

In work, Major Trees cleared, now fence needs repair (Hollman)-

Work in progress-

Clear pasture and south fence

Bulldoze old entry road trees and thickets/@Winter (McMillian or Darrin Meinke)

2. Skydivers Lease- Point of Contact ?

3. New Holland Tractor – 48 hours overdue for service (Rhors/Beatrice)

T Hangar/ Bonanza- TBD , when County court reopens

YAK has been sold

Lobby water fountain- Have Culligan supply ?

Tin/Junk – Take to landfill transfer pile

Iron pile- relocate

STAR CARE hangar

Back door- window rotted out

Flooring – water damage

Re engineer door lock cable ?

Repair/ tape wall insulation

Facia shingles falling off

Entry Airport sign- Deteriorated

Fuel farm security Light- /Norris- install rental

A hangar doors/ repair needed

Fence north of T hangars- repairs

Culvert, at entry road

Get quotes- GANA – Saline county roads dept- City street dept

Prep old entry road for use if needed

SURPLUS

1 Car, 1 Big Snoco,

1 fork lift (Quote to repair ?), 1 Payloader (Quote to repair ?)

FUTURE PURCHASE

Courtesy Van

Skid steer

Mower

FUEL Service

Create MX schedule and checklist

Paint fuel island, Remove big light fixture

Rain covers for pit pumps

“Keep Rain out of tanks”

Maintenance Hangar

Door seals

Judi Meyer

Subject: FW: FW: Tank Clean/Line test

Spoke with Leak Specialist today after our meeting. Mitch says he can test your lines and clean out the tanks with no problem. However he does not do testing on above ground tanks do the type of testing he performs (vacuum). He also cannot do any kind of visual inspection of the inside as his equipment is compatible for diesel only. So, the tanks would need to be emptied and purged in order to get in with his camera for inspection. Below is the quote for the tank cleaning and line tests.

Tank clean	\$2200/tank	\$6600
Line test	\$200/Line	\$600
Mileage	\$150	\$150
Total		\$7350

Mitch says he might be able move things around to get to you before the 8th if you need it done.

I also priced a vertical 10,000 gal tank. This is just to give you comparison of cost. If you decide you want new tanks we would spec them out and get an actual quote together.

Pricing would be per tank.

Tank 10000 gal	\$11,978
Vents, valves, etc	\$3,000
Crane	\$2,500
Total	\$16,978 per tank

**CITY OF CRETE, NEBRASKA AIRPORT AUTHORITY
HANGER LEASE AGREEMENT**

This Agreement is entered into between the Airport Authority of the City of Crete, Nebraska (“Airport Authority”) and Crete Skydiving Center, Inc. (“Lessee”) upon the date of signature by both parties.

RECITALS:

- A. The Airport Authority of the City of Crete, Nebraska is a duly created authority under the Cities Airport Authorities Act (Neb. Rev. Stat. §§ 3-501 to 3-514) and has the power to enter into contracts, leases, and all other instruments necessary or convenient to the corporate purposes of the Authority.
- B. The Lessee seeks to lease certain premises on the Crete Municipal Airport (“Airport”) in order to operate a skydiving center that will include skydiving instruction, skydiving equipment rental and sales, parachute packing, aircraft storage, and other activities related to skydiving.
- C. The Authority and Lessee have discussed and agreed upon terms and conditions related to Lessee’s use of the premises, and this written agreement is intended to and shall memorialize the entire agreement between the parties.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: GENERAL TERMS AND CONDITIONS.

§1.01 Hangar Space Provided; Use of Hangar Space; Common Space.

Lessee shall be entitled to possess and use the 60’ x 80’ hangar with a 50’ bi-fold door that is commonly referred to as Hangar #3 (“Premises”).

The Premises shall be used solely for the operation of a skydiving center and such other uses that are customary and necessary for the operation of a skydiving center.

Lessee shall be entitled to the joint, non-exclusive use of all common walks, drives, ramps, and parking areas around the Premises. These common areas shall be subject to the control and management of the Airport Authority, and the use thereof shall be subject to any reasonable rules and regulations as may be determined by the Airport Authority from time to time.

§1.02 Payment for Hangar Space; Method of Payment; Late Payments and Late Fees; Security Deposit.

Lessee shall pay monthly rent to the Airport Authority in the amount of _____ per month. All payments shall be made by check, ACH deposit, or other appropriate payment mechanism as determined by the Airport Authority.

All rents are due and payable the first day of each month. In the event the initial rental period commences on a day other than the first day of such month, the initial rental amount shall be pro-rated. The Airport Authority may impose an additional late charge on all overdue rent payments in the amount of **Seventy-Five Dollars (\$75.00)** per month on all payments more than ten (10) days past due.

Lessee shall deposit _____ that shall be held by the Airport Authority as security for the performance of all of Lessee's duties, covenants, and obligations under this lease ("Security Deposit"). Upon any default of the lease by Lessee, the Airport Authority may use such funds toward any rent arrearage or any damages, injuries, expenses, or liabilities caused by Lessee. Any remaining funds shall be returned to Lessee no later than thirty (30) days after the termination of this lease.

§1.03 Lease Term.

The term of this lease will be three (3) years from February 1, 2020 ("Lease Term"); therefore, the termination date will be January 31, 2023 ("Termination Date").

§1.04 Surrender of Premises; Removal of Personal Property.

Lessee agrees to peaceably surrender possession of the Premises at the end of the Lease Term in as good a condition as when possession was granted, acts of God and usual wear and tear excepted. Upon any default of the terms and conditions of this Lease, the Airport Authority may enter the Premises and remove all of Lessee's property.

Upon vacation of the Premises or termination of the Lease, Lessee agrees to immediately remove all of its belongings, possessions, or materials from the Premises. If any such belongings, possessions, or materials are not so removed, the Airport Authority shall have the right to remove such items at Lessee's expense.

§1.05 Hangar Repairs, Modifications, or Improvements.

Lessee shall immediately report to the Airport Authority any damage to or defects in the Premises. In the event any repairs or improvements need to be made, installed, or completed on the Premises, whether or not caused by or attributable to the actions or negligence of Lessee, any and all such repairs or improvements are to be completed by the Airport Authority or a contractor of its choice. Any repairs needed to be made due to the actions, negligence, or omission of Lessee shall be paid by Lessee within fourteen (14) days after notification of such charges.

In no event shall Lessee be allowed or permitted to make any repairs, modifications, or improvements to the Premises without the prior written approval and consent of the Airport Authority.

§1.06 Right of Ingress and Egress; Right of Access; Parking.

Lessee shall have at all times the right of reasonable ingress to and egress from the Premises, subject to acts of God, severe weather conditions, or physical impossibility.

The Airport Authority and its employees, agents, and invitees shall have access to the Premises at reasonable times to inspect, repair, and/or make alterations or improvements to the Premises. Unless there is an emergency, the Airport Authority shall provide Lessee with notice at least twenty-four (24) hours prior to entry.

Lessee and its employees, agents, and invitees shall have the right to use, on a first come, first served basis, parking spots designated by the Airport Authority for the purpose of parking motor vehicles reasonably necessary and related to Lessee's use of the Premises.

§1.07 Payment for Services Provided to Lessee; Construction Liens.

Lessee agrees to promptly pay all sums of money in respect to labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or on behalf of Lessee in or about the Premises or for any aircraft stored on the Premises.

Lessee hereby agrees that no construction, mechanic's, or materialman's liens shall be placed on or attached to the Premises. In the event any such lien shall be so placed on the Premises, Lessee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that Lessee may contest any such lien after first posting a surety bond in favor of the Airport Authority in an amount sufficient to remove the lien pursuant to Nebraska law.

§1.08 Destruction of Premises.

In the event of a partial destruction of the Premises, the Airport Authority shall endeavor to repair the damage in a reasonable and timely fashion, provided the repairs can be made within ninety (90) days. Any partial destruction shall neither annul nor void this lease. Lessee shall be entitled to an equitable and/or pro rata reduction of rent while the repairs are being made.

In the event the Airport Authority cannot make the repairs within the specified time or the repairs are impracticable in light of the damage to the Premises, the lease shall be terminated, and any prepayment of rent shall be returned to Lessee on an equitable and/or pro rata basis.

§1.09 Utilities; Fuel Purchase.

Lessee shall be responsible for all costs and fees associated with the use of water, natural gas, propane, electricity, sewer/septic systems, telecommunications services, and any other public utility provided to the Premises. The Airport Authority shall furnish or cause to be furnished, at its cost, any utility reasonably necessary for Lessee's use of the Premises.

Lessee may, but is not required to, purchase fuel from the Airport Authority while occupying the Premises. Lessee shall be required to pay the Airport Authority the full amount due for any fuel used during any calendar month by the tenth (10th) day of the following month. The Airport Authority may impose a five percent (5%) late charge on any payment that is more than ten (10) days past due.

§1.10 Incorporation of Rules and Regulations.

All parts, provisions, and definitions found in the Crete Municipal Airport Rules and Regulations shall be incorporated herein by reference, and all rights, duties, and responsibilities contained therein shall be fully binding on both parties as if wholly set out in this agreement.

PART II: BREACHES AND TERMINATION.

§2.01 Early Termination.

The Airport Authority may terminate the lease at any time without penalty by giving Lessee at least ninety (90) days written notice. This lease may also be terminated, in whole or in part, prior to the completion of the Lease Term if and when both parties agree that continuation is not feasible or would not produce beneficial results for either party. The parties must agree on the termination conditions, including the effective date of the termination, the portion (if in part) to be terminated, and any allocation of rent payments under the lease.

§2.02 Non-performance or Other Breach by Lessee.

In the event of a substantial breach of the provisions of this lease, including but not limited to the non-payment of the rent required of Lessee, the Airport Authority will be entitled to declare such substantial breach a default and to terminate the lease in whole or in part. The Airport Authority may allow Lessee time to cure a breach of the lease; however, allowing Lessee time to cure a breach does not waive the Airport Authority's right to terminate the lease for the same or different breach which may occur at a different time.

§2.03 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the lease due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the lease. A party so affected shall immediately give notice to the other party of the Force Majeure Event. The Airport Authority may grant relief from the performance of the lease if Lessee is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with Lessee. To obtain release based on a Force Majeure Event, Lessee must file a written request for such relief with the Airport Authority.

§2.04 Non-Waiver/Waivers in Writing.

The Airport Authority's failure to insist upon the strict performance of any provision of this lease or to exercise any right based upon breach will not constitute a waiver of any rights under this lease. No custom or practice of the parties which varies from a term of this lease shall be a waiver of any party's right to demand exact compliance with the terms of this lease, and no conditions or provisions of this lease can be waived unless approved by the Airport Authority in writing.

PART III: SUPPLEMENTAL TERMS AND CONDITIONS.

§3.01 Designation of Officials to Execute Lease and Amendments.

The Airport Authority or their designee is the official authorized to execute this lease and any amendments to this lease on behalf of the Airport Authority.

Lessee's representative who is duly authorized by law to execute this lease, or their successor, is the official authorized to execute this lease and any amendments to this lease on behalf of Lessee.

Either party may request amendments to this lease; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§3.02 Assignment of Interest.

Lessee may not assign or transfer any interest in this lease or the Premises without the prior, written authorization of the Airport Authority.

If any assignment or transfer is authorized, Lessee shall remain solely responsible for all obligations under this lease and for the conformance to the terms and conditions of this lease by any assignee or transferee. Any breach or default of this lease by any assignee or transferee shall be considered a breach or default of Lessee.

§3.03 Relationship of the Parties.

Nothing in this lease should be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

§3.04 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses as may be specified in writing by either party. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§3.05 Insurance; Taxes and Assessments.

It shall be the responsibility of Lessee to obtain hazard, public liability, and personal injury insurance policies. The hazard insurance policies shall insure the Premises against loss or damage by fire and other perils as required by the Nebraska Standard Fire Insurance Policy and extended coverage endorsements. Property damage shall be insured in an amount not less than One Million Dollars (\$1,000,000); the public liability insurance policy shall provide coverage in an amount not less than One Million Dollars (\$1,000,000); and, the personal injury insurance policy shall provide coverage in an amount not less than One Million Dollars (\$1,000,000) per person and Three Million Dollars (\$3,000,000) per accident. Lessee agrees to provide proof of such liability coverage to the Airport Authority at the commencement of the Lease Term, prior to any extension, and at any time upon request.

The Airport Authority must be named a coinsured and loss payee upon all policies, and the policies must include coverage of loss to the Airport Authority's property and the property of other lessees caused by the actions, negligence, or omissions of Lessee and its agents, employees, invitees, successors, or assigns. The storage of any aircraft on the Premises and the operation of any business without proper insurance coverage shall be deemed a substantial breach of this lease.

Lessee shall pay, prior to delinquency, and remain responsible for any and all personal taxes or assessments levied upon the property owned by Lessee and kept or stored upon the Premises. The Airport Authority shall pay all real estate taxes as they become due and any and all assessments for the Premises.

§3.06 Non-Liability/Hold Harmless.

The Airport Authority shall not be liable to Lessee or its agents, representatives, invitees, guests, or employees for any personal injury, death, or damage to personal property caused by theft, burglary, fire, or any other cause occurring on or about the property. All students, invitees, guests, or other persons participating in any activities related to Lessee's business shall sign a liability waiver and an insurance statement prior to participation. The failure to have any person execute such documents shall be deemed a substantial breach of this lease.

Lessee shall be responsible for and shall indemnify and hold the Airport Authority harmless from any and all claims, demands, or actions made by any person for any loss or damage sustained based upon or arising out of the negligent or willful acts or omissions of Lessee, its agents, invitees, guests, or employees. Lessee shall have no right to indemnification or contribution from the Airport Authority for any judgments rendered against it.

§3.07 Compliance with Law; Governing Law.

Lessee shall comply with all applicable federal, state, and local laws, Federal Aviation Administration Regulations, and the Rules and Regulations of the Crete Airport Authority pertaining to Lessee’s use of the Premises and the Airport, whether now in effect or hereafter amended or adopted.

This lease shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§3.08 Entire Agreement; Binding Effect; Counterparts; Severability.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding upon the parties.

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and legal representatives.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

Each section, paragraph, clause, sentence, and word of this agreement is intended to be severable. If any part of this lease or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other portions of this lease that can be given effect without the invalid part.

ACCEPTANCE PROVISIONS.

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

CITY OF CRETE AIRPORT AUTHORITY	CRETE SKYDIVING CENTER, INC.
By: _____ (Signature)	By: _____ (Signature)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

**CITY OF CRETE, NEBRASKA AIRPORT AUTHORITY
LAND LEASE AGREEMENT**

This Agreement is entered into between the Airport Authority of the City of Crete, Nebraska (“Airport Authority”) and Crete Skydiving Center, Inc. (“Lessee”) upon the date of signature by both parties.

RECITALS:

- A. The Airport Authority of the City of Crete, Nebraska is a duly created authority under the Cities Airport Authorities Act (Neb. Rev. Stat. §§ 3-501 to 3-514) and has the power to enter into contracts, leases, and all other instruments necessary or convenient to the corporate purposes of the Authority.
- B. The Lessee seeks to lease certain premises on the Crete Municipal Airport (“Airport”) to be used as a landing zone for its skydiving business.
- C. The Authority and Lessee have discussed and agreed upon terms and conditions related to Lessee’s use of the premises, and this written agreement is intended to and shall memorialize the entire agreement between the parties.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: GENERAL TERMS AND CONDITIONS.

§1.01 Premises Provided; Use of Premises; Common Space.

Lessee shall be entitled to possess and use a five-acre tract of land in the northwest corner of the Airport that lies west of Airport Hangar #3 as shown on Exhibit A (“Premises”).

The Premises shall be used solely for a landing zone in conjunction with the Lessee’s skydiving business.

Lessee shall be entitled to the joint, non-exclusive use of all common walks, drives, ramps, and parking areas around the Premises. These common areas shall be subject to the control and management of the Airport Authority, and the use thereof shall be subject to any reasonable rules and regulations as may be determined by the Airport Authority from time to time.

§1.02 Payment for Premises; Method of Payment; Late Payments and Late Fees.

Lessee shall pay monthly rent to the Airport Authority in the amount of **Twenty-Two Dollars and Fifty Cents (\$22.50)** per month. All payments shall be made by check, ACH deposit, or other appropriate payment mechanism as determined by the Airport Authority.

All rents are due and payable the first day of each month. In the event the initial rental period commences on a day other than the first day of such month, the initial rental amount shall be pro-rated. The Airport Authority may impose an additional late charge on all overdue rent payments in the amount of **Twenty-Five Dollars (\$25.00)** per month on all payments more than ten (10) days past due.

§1.03 Lease Term.

The term of this lease will be three (3) years from February 1, 2020 (“Lease Term”); therefore, the termination date will be January 31, 2023 (“Termination Date”).

§1.04 Surrender of Premises; Removal of Personal Property.

Lessee agrees to peaceably surrender possession of the Premises at the end of the Lease Term in as good a condition as when possession was granted, acts of God and usual wear and tear excepted. Upon any default of the terms and conditions of this Lease, the Airport Authority may enter the Premises and remove all of Lessee’s property.

Upon vacation of the Premises or termination of the Lease, Lessee agrees to immediately remove all of its belongings, possessions, or materials from the Premises. If any such belongings, possessions, or materials are not so removed, the Airport Authority shall have the right to remove such items at Lessee’s expense.

§1.05 Maintenance of Premises; Repairs, Modifications, or Improvements.

Lessee shall keep the Premises mowed and clear of all trash and debris.

Lessee shall immediately report to the Airport Authority any damage to or defects in the Premises. In the event any repairs or improvements need to be made, installed, or completed on the Premises, whether or not caused by or attributable to the actions or negligence of Lessee, any and all such repairs or improvements are to be completed by the Airport Authority or a contractor of its choice. Any repairs needed to be made due to the actions, negligence, or omission of Lessee shall be paid by Lessee within fourteen (14) days after notification of such charges.

In no event shall Lessee be allowed or permitted to make any repairs, modifications, or improvements to the Premises without the prior written approval and consent of the Airport Authority.

§1.06 Right of Ingress and Egress; Right of Access; Parking.

Lessee shall have at all times the right of reasonable ingress to and egress from the Premises, subject to acts of God, severe weather conditions, or physical impossibility.

The Airport Authority and its employees, agents, and invitees shall have access to the Premises at reasonable times to inspect, repair, and/or make alterations or improvements to the Premises. Unless there is an emergency, the Airport Authority shall provide Lessee with notice at least twenty-four (24) hours prior to entry.

Lessee and its employees, agents, and invitees shall have the right to use, on a first come, first served basis, parking spots designated by the Airport Authority for the purpose of parking motor vehicles reasonably necessary and related to Lessee’s use of the Premises.

§1.07 Incorporation of Rules and Regulations.

All parts, provisions, and definitions found in the Crete Municipal Airport Rules and Regulations shall be incorporated herein by reference, and all rights, duties, and responsibilities contained therein shall be fully binding on both parties as if wholly set out in this agreement.

PART II: BREACHES AND TERMINATION.

§2.01 Early Termination.

The Airport Authority may terminate the lease at any time without penalty by giving Lessee at least sixty (60) days written notice.

This lease may also be terminated, in whole or in part, prior to the completion of the Lease Term if and when both parties agree that continuation is not feasible or would not produce beneficial results for either party. The parties must agree on the termination conditions, including the effective date of the termination, the portion (if in part) to be terminated, and any allocation of rent payments under the lease.

§2.02 Non-performance or Other Breach by Lessee.

In the event of a substantial breach of the provisions of this lease, including but not limited to the non-payment of the rent required of Lessee, the Airport Authority will be entitled to declare such substantial breach a default and to terminate the lease in whole or in part. The Airport Authority may allow Lessee time to cure a breach of the lease; however, allowing Lessee time to cure a breach does not waive the Airport Authority's right to terminate the lease for the same or different breach which may occur at a different time.

§2.03 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the lease due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the lease. A party so affected shall immediately give notice to the other party of the Force Majeure Event. The Airport Authority may grant relief from the performance of the lease if Lessee is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with Lessee. To obtain release based on a Force Majeure Event, Lessee must file a written request for such relief with the Airport Authority.

§2.04 Non-Waiver/Waivers in Writing.

The Airport Authority's failure to insist upon the strict performance of any provision of this lease or to exercise any right based upon breach will not constitute a waiver of any rights under this lease. No custom or practice of the parties which varies from a term of this lease shall be a waiver of any party's right to demand exact compliance with the terms of this lease, and no conditions or provisions of this lease can be waived unless approved by the Airport Authority in writing.

PART III: SUPPLEMENTAL TERMS AND CONDITIONS.

§3.01 Designation of Officials to Execute Lease and Amendments.

The Airport Authority or their designee is the official authorized to execute this lease and any amendments to this lease on behalf of the Airport Authority.

Lessee's representative who is duly authorized by law to execute this lease, or their successor, is the official authorized to execute this lease and any amendments to this lease on behalf of Lessee.

Either party may request amendments to this lease; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§3.02 Assignment of Interest.

Lessee may not assign or transfer any interest in this lease or the Premises without the prior, written authorization of the Airport Authority.

If any assignment or transfer is authorized, Lessee shall remain solely responsible for all obligations under this lease and for the conformance to the terms and conditions of this lease by any assignee or transferee. Any breach or default of this lease by any assignee or transferee shall be considered a breach or default of Lessee.

§3.03 Relationship of the Parties.

Nothing in this lease should be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

§3.04 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses as may be specified in writing by either party. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§3.05 Insurance; Taxes and Assessments.

It shall be the responsibility of Lessee to obtain hazard, public liability, and personal injury insurance policies in such amounts and under such terms as determined by the Airport Authority. Lessee agrees to provide proof of such liability coverage to the Airport Authority at the commencement of the Lease Term, prior to any extension, and at any time upon request.

The Airport Authority must be named a coinsured and loss payee upon all policies, and the policies must include coverage of loss to the Airport Authority's property and the property of other lessees caused by the actions, negligence, or omissions of Lessee and its agents, employees, invitees, successors, or assigns. The storage of any aircraft on the Premises and the operation of any business without proper insurance coverage shall be deemed a substantial breach of this lease.

Lessee shall pay, prior to delinquency, and remain responsible for any and all personal taxes or assessments levied upon the property owned by Lessee and kept or stored upon the Premises. The Airport Authority shall pay all real estate taxes as they become due and any and all assessments for the Premises.

§3.06 Non-Liability/Hold Harmless.

The Airport Authority shall not be liable to Lessee or its agents, representatives, invitees, guests, or employees for any personal injury, death, or damage to personal property caused by theft, burglary, fire, or any other cause occurring on or about the property.

Lessee shall be responsible for and shall indemnify and hold the Airport Authority harmless from any and all claims, demands, or actions made by any person for any loss or damage sustained based upon or arising out of the negligent or willful acts or omissions of Lessee, its agents, invitees, guests, or employees. Lessee shall have no right to indemnification or contribution from the Airport Authority for any judgments rendered against it.

§3.07 Compliance with Law; Governing Law.

Lessee shall comply with all applicable federal, state, and local laws, Federal Aviation Administration Regulations, and the Rules and Regulations of the Crete Airport Authority pertaining to Lessee's use of the Premises and the Airport, whether now in effect or hereafter amended or adopted.

This lease shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§3.08 Entire Agreement; Binding Effect; Counterparts; Severability.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding upon the parties.

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and legal representatives.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

Each section, paragraph, clause, sentence, and word of this agreement is intended to be severable. If any part of this lease or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other portions of this lease that can be given effect without the invalid part.

ACCEPTANCE PROVISIONS.

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

CITY OF CRETE AIRPORT AUTHORITY	CRETE SKYDIVING CENTER, INC.
By: _____ (Signature)	By: _____ (Signature)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

Airport Authority Minutes of Thursday, June 11, 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 Post Office, 1242
Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee 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. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

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

2. Roll Call

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

3. Petitions - Communications - Citizen Concerns

4. Items of Business

4.A. Accept Blaine Spanjer resignation as Chairman.

Re-organize the Board to include committees with Blaine Spanjer continuing as Chair. Carried with a motion by Howard Nitzel and a second by Kirk Keller.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye,
Blaine Spanjer: Aye
Aye: 4, No: 0

The Committees shall include:

Facilities Committee - Howard and Kirk - will follow up with culvert and fuel system, and other items they identify.

Lease Committee - Kirk and Zoraida - will follow up with skydiver leases and rates and the airplane for sale, and other items they identify.

CIP Committee - discussion that perhaps Dan might be willing to head this committee - will create a 5-year plan and identify annual summer and winter projects.

Airport Manager - Shaun - will do a verbal or written monthly report for the Board.

4.B. Elect new Airport Authority Chair.

This item was not acted upon as a result of item 4.A.

4.C. Consider a resolution approving the Agency Agreement with the Nebraska Department of Transportation Aeronautics Division to submit the Cares Act grant to the Federal Aviation Administration on behalf of the Crete Airport Authority.

Approve NDOT Resolution regarding NDA Agreement. Carried with a motion by Howard Nitzel and a second by Kirk Keller.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye,

Blaine Spanjer: Aye

Aye: 4, No: 0

5. Officers' Reports

6. Consent Agenda

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

Aye, Blaine Spanjer: Aye

Aye: 4, No: 0

6.A. Approve Meeting Minutes of May 14, 2020.

6.B. Accept the City Treasurer's Report

6.C. Approve the Payment of Claims Against the Airport Authority

7. Adjournment

The meeting was adjourned at 8:54am

Recorded by City Clerk Judi Meyer

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
53319986	1	Invoice	NE DEPT OF AG FUEL P	07/08/2020	07/09/2020	54.41		00/00	050-6190
06 20	1	Invoice	ELECTRICITY	07/01/2020	07/09/2020	1,028.46		00/00	050-6190
015499	1	Invoice	DIESEL FUEL NOZZLE	06/09/2020	07/09/2020	29.99		00/00	050-6190
06 20	1	Invoice	POTABLE WATER	07/01/2020	07/09/2020	20.87		00/00	050-6190
123731	1	Invoice	MEETING NOTICE	06/03/2020	07/09/2020	10.64		00/00	050-6190
1702628	1	Invoice	GARBAGE COLLECTION	06/01/2020	07/09/2020	55.56		00/00	050-6190
002098	1	Invoice	OFFICE AC REPAIR	06/11/2020	07/09/2020	228.50		00/00	050-6190
2412873	1	Invoice	MOWER PARTS	05/06/2020	07/09/2020	263.93		00/00	050-6190
A573246	1	Invoice	KEY	06/02/2020	07/09/2020	4.66		00/00	050-6190
B578054	1	Invoice	NAILS	06/05/2020	07/09/2020	17.99		00/00	050-6190
A573887	1	Invoice	NAILS	06/08/2020	07/09/2020	17.99		00/00	050-6190
B578524	1	Invoice	BLEACH	06/09/2020	07/09/2020	8.99		00/00	050-6190
A574375	1	Invoice	PAINT SUPPLIES	06/13/2020	07/09/2020	59.66		00/00	050-6190
B579260	1	Invoice	WEED SPRAYER	06/15/2020	07/09/2020	82.78		00/00	050-6190
B579524	1	Invoice	WEED KILLER	06/17/2020	07/09/2020	41.38		00/00	050-6190
B579556	1	Invoice	CHAINSAW OIL	06/17/2020	07/09/2020	26.98		00/00	050-6190
B579846	1	Invoice	LOG CHAIN	06/20/2020	07/09/2020	44.99		00/00	050-6190
B580091	1	Invoice	WEED KILLER	06/22/2020	07/09/2020	52.18		00/00	050-6190
B580110	1	Invoice	WEED KILLER	06/22/2020	07/09/2020	323.98		00/00	050-6190
A575354	1	Invoice	ENGINE PARTS	06/23/2020	07/09/2020	76.17		00/00	050-6190
A575966	1	Invoice	ENGINE REPAIRS	06/29/2020	07/09/2020	40.00		00/00	050-6190

Grand Totals:

2,490.11

Check Approval List

CITY OF CRETE AIRPORT AUTHORITY

7/8/2020 5:38:48 PM

Page 1 of 1

<u>Pay#</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount</u>
1777	KRY	ELEVATE AIR SERVICE LLC	06 20	MANAGEMENT	6/24/2020	4,129.80
						<u>\$4,129.80</u>

Report Selection: Check Approval List - By Vendor

Date Range Selection: Invoice Due Date

Starting Date: 6/12/2020

Ending Date: 7/9/2020