

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

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.

2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

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.

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.

A. Consider Fuel Project components

1. Discuss Cares Act Airport Grant Agreement and project.
2. Discuss Engineering Agreement with Olsson Assoc.
3. Additional requirements for FAA grant.

B. Consider turning fuel sales over to the FBO/LLC.

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

C. Review and approve Crete Skydiving leases.

D. Consider changing fiscal year period to match the City's fiscal year period.

E. Discussion regarding 2020-21 budget.

F. Discuss CIP/priority projects by year.

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.

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.

A. Approve Meeting Minutes

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

2. Airport Authority Meeting Minutes of July 9, 2020.

B. Accept the City Treasurer's Report

C. Approve the Payment of Claims Against the Airport Authority

7. Adjournment

- 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.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

July 16, 2020

Mr. Pat Dennison
Airport Manager
Crete Municipal Airport
P.O. Box 14, Crete Aviation
Crete, NE 68333

Dear Mr. Dennison:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-31-0022-013-2020 for Crete Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than** August 15, 2020, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be automatically routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, the FAA will email a copy of the executed grant to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, please email me to close the grant. I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Douglas R. Anderson
Nebraska State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date July 16, 2020

Airport/Planning Area **Crete Municipal**

CARES Grant Number **3-31-0022-013-2020**

Unique Entity Identifier **072903628**

TO: **Crete Airport Authority**
(herein called the “Sponsor”)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grants Application (herein called the “Grant”) dated **May 29, 2020**, for a grant of Federal funds at or associated with the **Crete Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA’s Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the **Crete Municipal Airport** (herein called the “Grant”) consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to **Crete Municipal** incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern “airport revenue.” New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor’s acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public

from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$30,000.00.**
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 15, 2020 , or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or

other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

- 22. ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
- A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
- 23. Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- 24. Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
- A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
- 25. Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
- 26. Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 27. Utility Relocation in Grant.** The Sponsor understands and agrees that:
- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.
- 28. Agency Agreement:** The FAA in tendering this offer on behalf of the United States recognizes the existence of an agency relationship between the **Crete Airport Authority**, as principal, and the Nebraska Department of Transportation, Aeronautics Division, as agent, created by the Agency Agreement entered into on **June 11, 2020**. The Sponsor agrees that it will not amend, modify or terminate said Agency Agreement without prior approval in writing of the FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated July 29, 2020

Crete Airport Authority

(Name of Sponsor)

Blaine Spanjer

Blaine Spanjer (Jul 29, 2020 08:42 CDT)

(Signature of Sponsor's Authorized Official)

By: Blaine Spanjer

(Typed Name of Sponsor's Authorized Official)

Title: Chairman

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Kyle Manley, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Nebraska. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic

communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated July 29, 2020

By: 
Kyle Manley (Jul 29, 2020 11:53 CDT)

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or “the Act”), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. f01, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.

- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned

or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the

provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

M04

FEDERAL AVIATION ADMINISTRATION

CIP DATA SHEET

CAPITAL IMPROVEMENT PROGRAM (CIP)

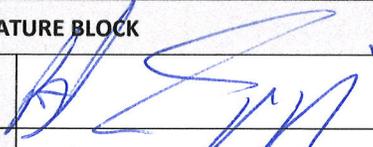
AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION

Airport Name, LOCID, City, State:	Crete Municipal Airport, CEK, Crete, Nebraska		
AIP Project Type:	Fuel System – 10,000 Gallon Jet A and Avgas Fuel System		
Local Priority:	1 - Very High	Federal Share:	\$ 738,000
FFY Requested:	2019	State Share:	\$ 0
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing that clearly identifies the scope of the project.	Local Share:		\$ 82,000
	Total Project Cost:		\$ 820,000

Project Description: Install Jet A and Avgas standalone fuel system with dispensing unit and card reader.
Justification: The current fuel farm and dispenser system at the airport is old an in need of replacement.
Airport Layout Plan (ALP) Status: The project is shown on the approved ALP.
Environmental (NEPA) Determination: Categorically excluded per Section 5-6.4u FAA Order 1050.1F.
Pavement Project PCI Score: PCI score is not applicable for new pavement.
Pavement Project Dimensions: Proposed pavement will be constructed as necessary to provide positive drainage and access to fuel storage tanks.
Pavement Project Apron Calculations: Not Applicable.
Clear Approach and Departure Surfaces: All surfaces in AC 150/5300-13 and FAA Order 8260.3 are clear.
FAA-Owned Facility Impact: There is no impact to FAA-owned facilities.
Snow Removal Equipment (SRE) Inventory and Sizing Calculations: Not Applicable.
Useful Life: The equipment is more than 20 years old, which exceeds the useful life listed in FAA Order 5100.38, Table 3-8.
AIP Funded Equipment Disposal: None.
Revenue Producing Project: All airside needs have been met. The runway approach and departure surfaces are clear of obstructions. Any airside need with the next three years will be accommodated through local or nonprimary entitlement funds.
Land Ownership: The Airport Authority has the use and occupancy of all land upon which AIP funds will be expended for development. In accordance with Nebraska Statute 3-503, the title of real property remains with the city of Crete.

SPONSOR SIGNATURE BLOCK

Signature:		Date:	1-11-18
Printed Name:	Blaine Spenjer	Title:	Airport Board Chairman
Phone Number:	402-826-2844	Email:	

ACIP Data Sheet Cost Estimate

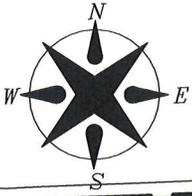
Project Description: Construct 10,000 Gallon Jet-A and Avgas 100LL Fuel System

Crete Municipal Airport
Crete, Nebraska

Date: January 2018

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$65,000.00	\$65,000.00
2	Concrete Pavement Removal/Replacement	100	SY	\$150.00	\$15,000.00
3	Jet-A Fuel Tank (10,000 Gallon Aboveground)	1	LS	\$115,000.00	\$115,000.00
4	Avgas 100LL Tank (10,000 Gallon Aboveground)	1	LS	\$115,000.00	\$115,000.00
5	Jet-A and Avgas 100LL Dispenser	1	LS	\$250,000.00	\$250,000.00
6	Card Reader	1	LS	\$25,000.00	\$25,000.00
7	Fencing	160	LF	\$65.00	\$10,400.00
8	Electrical (power, lights, data cable, etc.)	1	LS	\$50,000.00	\$50,000.00
9	Miscellaneous (seeding, etc.)	1	LS	\$10,000.00	\$10,000.00
					<i>655400</i>
	Engineering and Administration			\$164,600.00	\$164,600.00
				Total	\$820,000.00

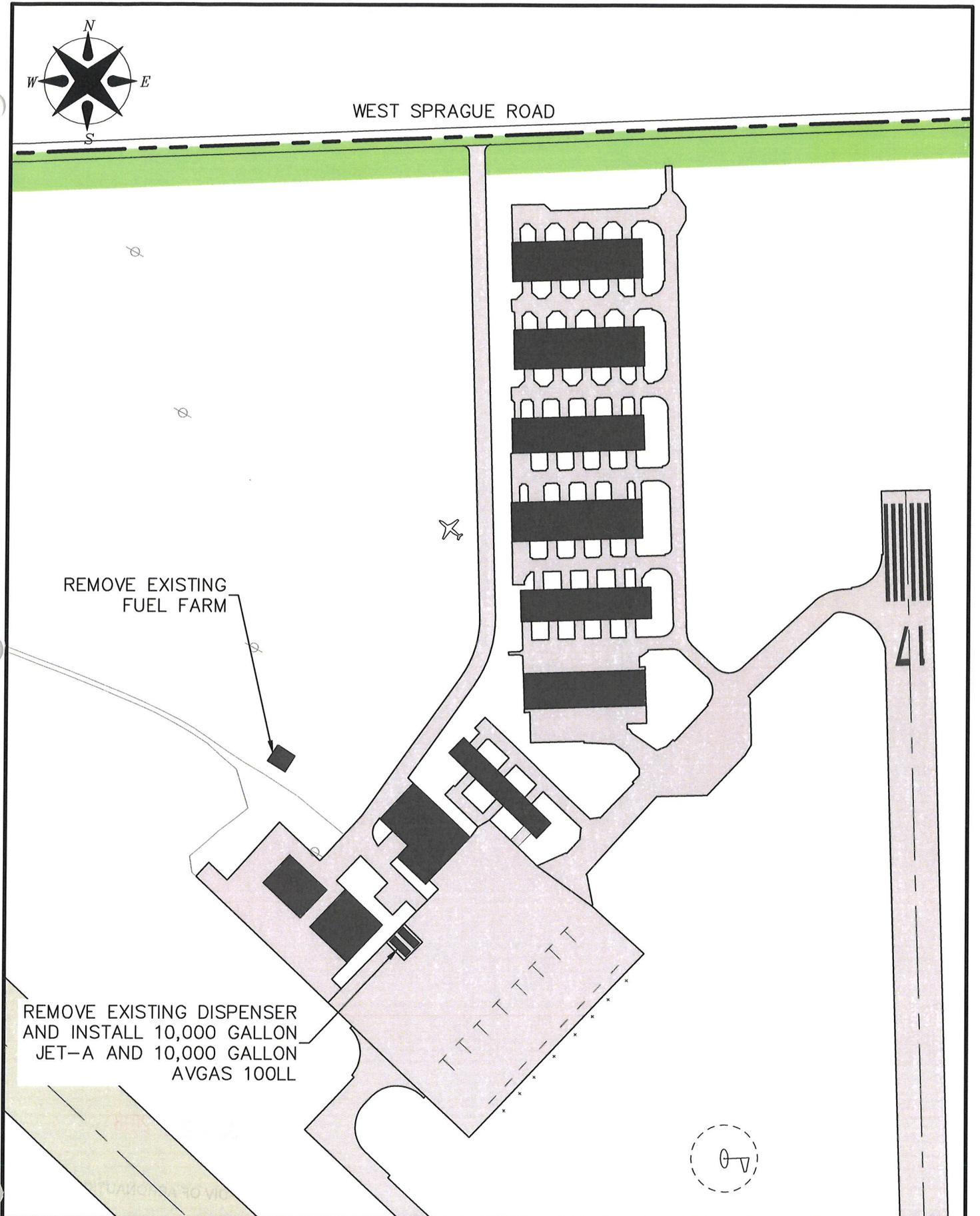
Federal (90%)	\$738,000.00
State (0%)	\$0.00
Local (10%)	\$82,000.00



WEST SPRAGUE ROAD

REMOVE EXISTING FUEL FARM

REMOVE EXISTING DISPENSER AND INSTALL 10,000 GALLON JET-A AND 10,000 GALLON AVGAS 100LL



PROJECT NO: -
DRAWN BY: JDB
DATE: 12/2017

PROPOSED PROJECT
CRETE MUNICIPAL AIRPORT
CRETE, NE



601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
FAX 402.474.5160

EXHIBIT

1

From: [Blaine Spanjer](#)
To: [Howard Nitzel](#); [Kirk Keller \(kirkkeller161@hotmail.com\)](#); [Dan Papik](#); [Zoraida Ramos](#)
Cc: [Judi Meyer](#); [Jerry Wilcox](#)
Subject: FW: CEK fuel project
Date: Monday, August 10, 2020 12:39:14 PM
Attachments: [0029_001.pdf](#)

This probably needs to be on the Agenda if we are moving forward with the fuel as a FAA project. I do not see anything in the minutes of last months meeting

Blaine Spanjer
PBS Rentals
1807 Grove Ave.
PO Box 45
Crete, NE 68333
402-826-5188 Office
402-826-5189 Fax
pbsrentals@windstream.net
pbs-rentals.com

From: [Lannin, Anna](#)
Sent: Wednesday, July 29, 2020 12:52 PM
To: [Crete Airport](#)
Cc: [Chris Corr](#)
Subject: CEK fuel project

Blaine,

We are moving forward with the request for an AIP grant to fund a new fuel system at your airport. We understand that you have been in contact with your consultant and are moving forward with drafting the scope of work for the project. Before the FAA can move the project to "GO" status, we need the following from the Authority:

- A statement from the Authority that they understand that they will be responsible for the removal of any existing fuel facilities and for any required cleanup.
- The CIP Data Sheet estimates the project cost at \$820,000 but the Authority will only have \$600,000 of non-primary entitlement available to fund the grant. Please submit a statement that the Authority is aware of the expected costs, limited federal funds, and can the difference ($820,000 - 600,000 = \$220,000$). It is *possible* that we *may* have additional entitlement that could be transferred to the project. However, this is unknown so please budget the project based on the currently available funds.

You may submit the requested statements either by email or standard mail.

Please let me know if you have any questions.

Anna Lannin, P.E.

*Planning and Programming
Aeronautics Division*

Nebraska Department of Transportation

OFFICE 402-471-2371

anna.lannin@nebraska.gov

dot.nebraska.gov | [Twitter](#)

From: NE DEPT. OF AERONAUTICS <scans@nebraska.gov>

Sent: Wednesday, July 29, 2020 12:32 PM

To: Lannin, Anna <anna.lannin@nebraska.gov>

Subject: Attached Image

**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)

8/11/2020

CRETE AIRPORT AUTHORITY

	FY 2018	FY 2019	YTD FY 2020 7/31/20	Budget	YTD % Used	New Budget
REVENUE					100.00%	
92-10-4010 PROPERTY TAX	\$19,716.59	\$23,584.66	\$23,981.20	\$25,000.00	95.92%	\$25,000.00
92-10-4020 HOMESTEAD ALLOCATION	\$863.30	\$835.07	\$846.90	\$1,000.00	84.69%	\$1,000.00
92-10-4050 MOTOR VEHICLE PRO RATE	\$0.00	\$62.85	\$62.82	\$50.00	125.64%	\$50.00
92-10-4070 INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
92-10-4880 LEASE PAYMENTS	\$15,819.20	\$15,414.20	\$15,661.70	\$15,500.00	101.04%	\$15,500.00
92-10-4950 RENT PAYMENTS	\$77,144.77	\$84,335.00	\$99,440.00	\$90,000.00	110.49%	\$98,000.00
92-10-4981 SHARE OF ELECTRICITY COSTS	\$6,752.68	\$6,565.57	\$9,207.72	\$6,500.00	141.66%	\$8,500.00
92-10-4990 MISC INCOME	\$1,776.99	\$673.62	\$393.23	\$0.00	0.00%	\$0.00
REVENUE Total	\$122,073.53	\$131,470.97	\$149,593.57	\$138,050.00	108.36%	\$148,050.00
EXPENSE						
92-10-5170 LIAB./PHYS./WORK COMP. INS.	\$19,563.48	\$13,482.57	\$13,535.37	\$15,000.00	90.24%	\$15,000.00
92-10-5210 UTILITIES	\$13,389.24	\$11,579.34	\$15,683.27	\$15,000.00	104.56%	\$16,000.00
92-10-5220 TELEPHONE	\$1,378.56	\$1,403.79	\$1,066.87	\$1,300.00	82.07%	\$1,200.00
92-10-5330 BUILDINGS & GROUNDS MAINT.	\$14,222.06	\$17,316.22	\$26,000.11	\$35,000.00	74.29%	\$35,000.00
92-10-5380 PROFESSIONAL SERVICES	\$0.00	\$6,140.00	\$3,100.00	\$500.00	620.00%	\$1,500.00
92-10-5390 PRINTING, PUBLICATIONS, LEGALS	\$121.20	\$430.99	\$209.48	\$300.00	69.83%	\$300.00
92-10-5791 VEHICLE/EQUIPMENT REPAIRS	\$2,130.73	\$4,400.46	\$5,880.00	\$5,000.00	117.60%	\$5,000.00
92-10-5800 VEHICLE/EQUIPMENT FUEL	\$980.04	\$1,407.10	\$1,203.00	\$1,500.00	80.20%	\$1,500.00
92-10-5970 MISC. OPERATING	\$6.99	\$0.00	\$235.28	\$1,000.00	23.53%	\$500.00
92-10-6020 MISC. SUPPLIES	\$0.00	\$0.00	\$135.39	\$500.00	27.08%	\$500.00
92-10-6140 RESERVE TRANSFER	\$0.00	\$0.00	\$2,608.46	\$0.00	#DIV/0!	\$0.00
92-10-6199 MANAGER CONTRACT	\$33,600.00	\$33,600.00	\$41,800.02	\$33,600.00	124.40%	\$46,550.00
92-10-6360 LOAN & BOND PRINCIPAL	\$0.00	\$21,000.00	\$0.00	\$21,000.00	0.00%	\$21,000.00
92-10-6370 LOAN & BOND INTEREST	\$1,914.25	\$4,875.00	\$1,153.75	\$4,000.00	28.84%	\$4,000.00
92-10-9950 BAD DEBT EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
EXPENSE Total	\$87,306.55	\$115,635.47	\$112,611.00	\$133,700.00	84.23%	\$148,050.00
OPERATIONS	FY 2018	FY 2019	7/31/2020	Budget	% Used	New Budget
Total Expense	\$87,306.55	\$115,635.47	\$112,611.00	\$133,700.00	84.23%	\$148,050.00
Total Revenue	\$122,073.53	\$131,470.97	\$149,593.57	\$138,050.00	108.36%	\$148,050.00
Gain/(Loss)	\$34,766.98	\$15,835.50	\$36,982.57	\$4,350.00		\$0.00

RETAIL FUEL

	FY 2018	FY 2019	7/31/20	Budget	% Used	New Budget
REVENUE					100.00%	
92-11-4440 FUEL SALES	\$142,299.69	\$129,351.98	\$134,431.72	\$150,000.00	89.62%	\$150,000.00
REVENUE Total	\$142,299.69	\$129,351.98	\$134,431.72	\$150,000.00	89.62%	\$150,000.00
EXPENSE						
92-11-5330 BUILDINGS & GROUNDS MAINT.	\$1,545.87	\$1,922.14	\$100.37	\$3,000.00	3.35%	\$3,000.00
92-11-5381 COMMISSION	\$34,477.20	\$29,179.10	\$17,521.50	\$25,000.00	70.09%	\$25,000.00
	24.23%	22.56%	13.03%	16.67%		
92-11-5382 CREDIT CARD CHARGES	\$4,181.42	\$2,442.33	\$1,948.31	\$2,000.00	97.42%	\$2,000.00
	2.94%	1.89%	1.45%	1.33%		
92-11-5811 BULK FUEL	\$90,448.06	\$101,619.48	\$107,269.48	\$120,000.00	89.39%	\$120,000.00
92-11-9950 BAD DEBT EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
EXPENSE Total	\$130,652.55	\$135,163.05	\$126,839.66	\$150,000.00	84.56%	\$150,000.00

RETAIL FUEL	FY 2018	FY 2019	7/31/20	Budget	% Used	New Budget
Total Expense	\$130,652.55	\$135,163.05	\$126,839.66	\$150,000.00	84.56%	\$150,000.00
Total Revenue	\$142,299.69	\$129,351.98	\$134,431.72	\$150,000.00	89.62%	\$150,000.00
Gain/(Loss)	\$11,647.14	(\$5,811.07)	\$7,592.06	\$0.00		\$0.00

CAPITAL IMPROVEMENTS

	FY 2018	FY 2019	7/31/20	Budget	% Used	New Budget
REVENUE					100.00%	
92-20-4033 LOAN & BOND PROCEEDS	\$114,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$90,000.00
92-20-4160 GRANT PROCEEDS	\$724,112.93	\$90,118.51	\$0.00	\$0.00	0.00%	\$810,000.00
REVENUE Total	\$838,112.93	\$90,118.51	\$0.00	\$0.00	0.00%	\$900,000.00
EXPENSE						
92-20-5320 RUNWAY, EQUIPMENT, BUILDINGS	\$747,621.88	\$109,502.50	\$0.00	\$0.00	0.00%	\$900,000.00
EXPENSE Total	\$747,621.88	\$109,502.50	\$0.00	\$0.00	0.00%	\$900,000.00

CAPITAL IMPROVEMENTS	FY 2018	FY 2019	7/31/20	Budget	% Used	New Budget
Total Expense	\$747,621.88	\$109,502.50	\$0.00	\$0.00	0.00%	\$900,000.00
Total Revenue	\$838,112.93	\$90,118.51	\$0.00	\$0.00	0.00%	\$900,000.00
Gain/(Loss)	\$90,491.05	(\$19,383.99)	\$0.00	\$0.00		\$0.00

TOTAL FUNDS	FY 2018	FY 2019	7/31/20	Budget	% Used	New Budget
Total Expense	\$965,580.98	\$360,301.02	\$239,450.66	\$283,700.00	84.40%	\$1,198,050.00
Total Revenue	\$1,102,486.15	\$350,941.46	\$284,025.29	\$288,050.00	98.60%	\$1,198,050.00
Gain/(Loss)	\$136,905.17	(\$9,359.56)	\$44,574.63	\$4,350.00		

**2020-2021
STATE OF NEBRASKA
GENERAL BUDGET FORM**

CRETE MUNICIPAL AIRPORT

TO THE COUNTY BOARD AND COUNTY CLERK OF
SALINE County

This budget is for the Period AUGUST 1, 2020, through SEPTEMBER 30, 2021

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

The following **PERSONAL AND REAL PROPERTY TAX** is requested for the ensuing year:

\$	-	Property Taxes for Non-Bond Purposes
\$	25,000.00	Principal and Interest on Bonds
\$	25,000.00	Total Personal and Real Property Tax Required

Outstanding Bonded Indebtedness as of AUGUST 1, 2020

	71,000.00	Principal
	3,494.00	Interest
\$	74,494.00	Total Bonded Indebtedness

290,766,547 **Total General Fund Certified Valuation (All Counties)**

*(Certification of Valuation(s) from County Assessor **MUST** be attached)*

County Clerk's Use ONLY

APA Contact Information

Auditor of Public Accounts
State Capitol, Suite 2303
Lincoln, NE 68509

Telephone: (402) 471-2111 **FAX:** (402) 471-3301

Website: www.auditors.nebraska.gov

Questions - E-Mail: Deann.Haeffner@nebraska.gov

Budget Document To Be Used As Audit Waiver?

My Subdivision has elected to use this Budget Document as the Audit Waiver.
(If YES, Board Minutes **MUST** be Attached)

YES NO

If YES, Column 2 **MUST** contain **ACTUAL** Numbers.

If YES, DO NOT COMPLETE/SUBMIT SEPARATE AUDIT WAIVER REQUEST.

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2019 through June 30, 2020?

YES NO

If YES, Please attach Interlocal Agreement Report.

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2019 through June 30, 2020?

YES NO

If YES, Please attach Trade Name Report.

Submission Information

Budget Due by 9-20-2020

Submit budget to:

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

CRETE MUNICIPAL AIRPORT in SALINE County

Line No.	TOTAL ALL FUNDS	Actual 2018 - 2019 (Column 1)	Actual/Estimated 2019 - 2020 (Column 2)	Adopted Budget 2020 - 2021 (Column 3)
1	Beginning Balances, Receipts, & Transfers:			
2	Beginning Net Cash Balance	\$ 153,979.00	\$ 124,120.00	\$ 174,391.00
3	Investments	\$ -	\$ -	\$ -
4	County Treasurer's Balance	\$ 576.00	\$ 576.00	\$ 500.00
5	Subtotal of Beginning Balances (Lines 2 thru 4)	\$ 154,555.00	\$ 124,696.00	\$ 174,891.00
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 24,506.00	\$ 24,829.00	\$ 24,509.80
7	Federal Receipts	\$ 90,302.00	\$ -	\$ 600,000.00
8	State Receipts: Motor Vehicle Pro-Rate (To Lid Supporting Schedule, page 4)	\$ -	\$ 63.00	\$ 65.00
9	State Receipts: State Aid	\$ -	\$ -	\$ -
10	State Receipts: Other	\$ -	\$ -	\$ -
11	State Receipts: Property Tax Credit	\$ -	\$ -	
12	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
13	Local Receipts: In Lieu of Tax (To Lid Supporting Schedule, page 4)	\$ -	\$ -	\$ -
14	Local Receipts: Other	\$ 248,339.00	\$ 264,754.00	\$ 575,000.00
15	Transfers In Of Surplus Fees (To Lid Supporting Schedule, page 4)	\$ -	\$ -	\$ -
16	Transfer In Other Than Surplus Fees (Should agree to Transfers Out on Line 28)	\$ -	\$ -	\$ -
17	Total Resources Available (Lines 5 thru 16)	\$ 517,702.00	\$ 414,342.00	\$ 1,374,465.80
18	Disbursements & Transfers:			
19	Operating Expenses	\$ 224,210.00	\$ 238,297.00	\$ 300,000.00
20	Capital Improvements (Real Property/Improvements)	\$ 120,921.00	\$ -	\$ 900,000.00
21	Other Capital Outlay (Equipment, Vehicles, Etc.)	\$ -	\$ -	\$ -
22	Debt Service: Bond Principal & Interest Payments	\$ 47,875.00	\$ 1,154.00	\$ 24,934.00
23	Debt Service: Payments to Retire Interest-Free Loans (Public Airports)	\$ -	\$ -	\$ -
24	Debt Service: Payments to Bank Loans & Other Instruments (Fire Districts)	\$ -	\$ -	\$ -
25	Debt Service: Other	\$ -	\$ -	\$ -
26	Judgments	\$ -	\$ -	\$ -
27	Transfers Out of Surplus Fees	\$ -	\$ -	\$ -
28	Transfers Out Other Than Surplus Fees (Should agree to Transfers In on Line 16)	\$ -	\$ -	\$ -
29	Total Disbursements & Transfers (Lines 19 thru 28)	\$ 393,006.00	\$ 239,451.00	\$ 1,224,934.00
30	Balance Forward/Cash Reserve (Line 17 - Line 29)	\$ 124,696.00	\$ 174,891.00	\$ 149,531.80
31	Cash Reserve Percentage			46%
PROPERTY TAX RECAP		Tax from Line 6		\$ 24,509.80
		County Treasurer's Commission at 2% of Line 6		\$ 490.20
		Total Property Tax Requirement		\$ 25,000.00

CRETE MUNICIPAL AIRPORT in SALINE County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your political subdivision needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:

	Property Tax Request	
General Fund	\$	-
Sinking Fund		
Bond Fund	\$	25,000.00
_____ Fund		
Total Tax Request	** \$	25,000.00

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page (Page 1).

Documentation of Transfers:

(Only complete if there are transfers noted on Page 2, Column 2)

Please explain what fund the monies were transferred from, what fund they were transferred to, and the reason for the transfer.

Transfer From:	Transfer To:
_____	_____
Amount:	

Reason:

Transfer From:	Transfer To:
_____	_____
Amount:	

Reason:

Township Property Taxes

If this is a Township Subdivision budget form, the amount of property taxes shown above and on the front cover may not represent the amount the Township will receive. Statute 39-1522 outlines that one-half of all money collected from the township levy on property within the corporate limits of a city or village shall be paid to the treasurer of the city or village to be used for the maintenance and repairs of the streets.

Township should take this into consideration when determining property tax amount to be budgeted.

Township Total Valuation	290,766,547
City/Village Valuation included in Township Valuation	_____
General Fund Tax Rate	0.000000
Township Taxes within City/Village	-
50% of Township Taxes within City/Village	-
Projected Township Taxes to be collected	-

Cash Reserve Fund

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below amounts being held in a special reserve fund.

Special Reserve Fund Name	Amount
_____	_____
_____	_____
_____	_____

Total Special Reserve Funds	-
Total Cash Reserve	\$ 149,531.80
Remaining Cash Reserve	\$ 149,531.80
Remaining Cash Reserve %	46%

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME	CRETE AIRPORT AUTHORITY
ADDRESS	243 EAST 13TH STREET
CITY & ZIP CODE	CRETE 68333
TELEPHONE	402-826-4313
WEBSITE	www.crete.ne.gov

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	BLAINE SPANJER	JERRY WILCOX	JERRY WILCOX
TITLE /FIRM NAME	CHAIRPERSON	TREASURER	TREASURER
TELEPHONE	402-826-4313	402-826-4313	402-826-4313
EMAIL ADDRESS	blainspanjer@windstream.net	jerry.wilcox@crete.ne.gov	jerry.wilcox@crete.ne.gov

For Questions on this form, who should we contact (please one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

NOTE: If Budget Document is used as an Audit Waiver, approval of the Audit Waiver will be sent to the Board Chairperson via email. If no email address is supplied for the Board Chairperson, notification will be mailed via post office to address listed above.

CRETE MUNICIPAL AIRPORT in SALINE County

2020-2021 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1) \$	25,000.00
Motor Vehicle Pro-Rate	(2) \$	65.00
In-Lieu of Tax Payments	(3) \$	-
Transfers of Surplus Fees	(4) \$	-
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.		
Prior Year Capital Improvements Excluded from Restricted Funds (From 2019-2020 Lid Exceptions, Line (10))	\$	-
LESS: Amount Spent During 2019-2020	\$	-
LESS: Amount Expected to be Spent in Future Budget Years	\$	-
Amount to be included as Restricted Funds (Cannot be a Negative Number)	(8) \$	-
Nameplate Capacity Tax	(8a) \$	-

TOTAL RESTRICTED FUNDS (A)	(9) \$	25,065.00
-----------------------------------	--------	------------------

Lid Exceptions

Capital Improvements Budgeted (Purchase of Real Property and Improvements on Real Property)	\$	-	(10)
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year <i>(cannot exclude same capital improvements from more than one lid calculation.)</i>			
Agrees to Line (7).	\$	-	(11)
Allowable Capital Improvements	(12) \$	-	
Bonded Indebtedness	(13) \$	24,934.00	
Public Facilities Construction Projects (Statute 72-2301 to 72-2308) (Fire Districts & Hospital Districts Only)	(14)		
Interlocal Agreements/Joint Public Agency Agreements	(15) \$	-	
Public Safety Communication Project - Statute 86-416 (Fire Districts Only)	(16)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(17)		
Judgments	(18)		
Refund of Property Taxes to Taxpayers	(19)		
Repairs to Infrastructure Damaged by a Natural Disaster	(20)		

TOTAL LID EXCEPTIONS (B)	(21) \$	24,934.00
---------------------------------	---------	------------------

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form) <i>To Calculate: Total Restricted Funds (A)-Line 9 MINUS Total Lid Exceptions (B)-Line 21</i>	\$	131.00
--	----	---------------

Total Restricted Funds for Lid Computation **cannot** be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

CRETE MUNICIPAL AIRPORT

in
SALINE County

LID COMPUTATION FORM FOR FISCAL YEAR 2020-2021

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

2019-2020 Restricted Funds Authority = Line (8) from last year's Lid Computation Form 117,827.91
Option 1 - (1)

OPTION 2

Only use if a vote was taken at a townhall meeting last year to exceed Lid for one year

Line (1) of Prior Year Lid Computation Form Option 2 - (A)

Allowable Percent Increase **Less** Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5)) %
Option 2 - (B)

Dollar Amount of Allowable Increase Excluding the vote taken (Line (A) times Line (B)) -
Option 2 - (C)

Calculated 2019-2020 Restricted Funds Authority (Line (A) Plus Line (C)) = -
Option 2 - (1)

CURRENT YEAR ALLOWABLE INCREASES

1 **BASE LIMITATION PERCENT INCREASE (2.5%)** 2.50 %
(2)

2 **ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%** - %
(3)

$$\frac{\text{2020 Growth per Assessor}}{\text{2019 Valuation}} = \frac{\text{Multiply times}}{\text{100 To get \%}}$$

3 **ADDITIONAL ONE PERCENT BOARD APPROVED INCREASE** 1.00 %
(4)

$$\frac{5}{5} = \frac{100.00}{\%}$$

of Board Members voting "Yes" for Increase Total # of Members in Governing Body at Meeting Must be at least .75 (75%) of the Governing Body

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

4 **SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE** %
(5)

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5) 3.50 %
(6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) 4,123.98
(7)

Total Restricted Funds Authority = Line (1) + Line (7) 121,951.89
(8)

Less: Restricted Funds from Lid Supporting Schedule 131.00
(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 121,820.89
(10)

LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR YOU ARE IN VIOLATION OF THE LID LAW.

The amount of Unused Restricted Funds Authority on Line (10) must be published in the Notice of Budget Hearing.

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

CRETE MUNICIPAL AIRPORT
IN
SALINE County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 10 day of SEPTEMBER 2020, at 8:15 o'clock A.M. at 1515 FOREST AVENUE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

	Clerk/Secretary
2018-2019 Actual Disbursements & Transfers	\$ <u>393,006.00</u>
2019-2020 Actual/Estimated Disbursements & Transfers	\$ <u>239,451.00</u>
2020-2021 Proposed Budget of Disbursements & Transfers	\$ <u>1,224,934.00</u>
2020-2021 Necessary Cash Reserve	\$ <u>149,531.80</u>
2020-2021 Total Resources Available	\$ <u>1,374,465.80</u>
Total 2020-2021 Personal & Real Property Tax Requirement	\$ <u>25,000.00</u>
Unused Budget Authority Created For Next Year	\$ <u>121,820.89</u>

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ <u>-</u>
Personal and Real Property Tax Required for Bonds	\$ <u>25,000.00</u>

Cut Off Here Before Sending To Printer

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”

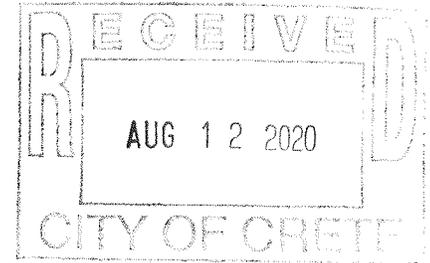
Maintenance Hangar

Door seals

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



August 6th, 2020

Blaine Spanjer, Chairman
Crete Airport Authority
P.O. Box 86
Crete, NE 6833-0086

Subject: Proposed Public Notice 2020-WTE-4039-OE

Dear Mr. Spanjer:

There is a public notice out for a new wind farm with 33 turbines near Friend. These turbines will be built to a height of 600' above ground level. The towers are approximately 12.26 to 18.91 miles west of the airport.

The FAA is allowing for public input for this windfarm. If you have any comments or concerns you can mail them to:

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

However, any comments/concerns must reach the FAA on or before September 2nd, 2020. A copy of the Public Notice and a rough guideline to what the FAA is looking for in comments are included.

If you have any questions feel free to email. thomas.jacobson@nebraska.gov

Sincerely,

Thomas Jacobson
Engineering, Division of Aeronautics
Nebraska DOT

Enclosures

Kyle Schneeweis, PE, Director
Department of Transportation
1000
PO Box 1559
Lincoln, NE 68501
402-471-2986
kyle.schneeweis@nebraska.gov

Aeronautics Division
3431 Aviation Road, Ste 100
PO Box 82630
Lincoln, NE 68501
OFFICE 402-471-2937
FAX 402-471-2986

Nebraska DOT
1000
1000
1000
1000
1000
1000



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2020-WTE-4039-OE

Issued Date: 07/27/2020

Michael Matheson
Milligan 3 Wind LLC
767 5th Ave, 17th Floor
New York, NY 10153

**** PUBLIC NOTICE ****

The Federal Aviation Administration is conducting an aeronautical study concerning the following:

Structure:	Wind Turbine 12
Location:	Friend, NE
Latitude:	40-33-23.40N NAD 83
Longitude:	97-11-42.88W
Heights:	1564 feet site elevation (SE) 600 feet above ground level (AGL) 2164 feet above mean sea level (AMSL)

The structure above exceeds obstruction standards. To determine its effect upon the safe and efficient use of navigable airspace by aircraft and on the operation of air navigation facilities, the FAA is conducting an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77.

**** SEE REVERSE SIDE FOR ADDITIONAL INFORMATION ****

In the study, consideration will be given to all facts relevant to the effect of the structure on existing and planned airspace use, air navigation facilities, airports, aircraft operations, procedures and minimum flight altitudes, and the air traffic control system.

Interested persons are invited to participate in the aeronautical study by submitting comments to the above FAA address or through the electronic notification system. To be eligible for consideration, comments must be relevant to the effect the structure would have on aviation, must provide sufficient detail to permit a clear understanding, must contain the aeronautical study number printed in the upper right hand corner of this notice, and must be received on or before 09/02/2020.

This notice may be reproduced and circulated by any interested person. Airport managers are encouraged to post this notice.

If we can be of further assistance, please contact our office at (404) 305-6645, or Lan.norris@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-WTE-4039-OE.

Signature Control No: 444629941-446669193

(CIR -WT)

Lan Norris
Specialist

Attachment(s)
Part 77
Additional Information
Map(s)

Additional Information for ASN 2020-WTE-4039-OE

Proposal: To construct and/or operate a(n) Wind Farm to a height of 600 feet above ground level, from 2114 to 2177 feet above mean sea level.

Location: The structure will be located (see additional information page) nautical miles *** of *** Airport reference point.

Part 77 Obstruction Standard(s) Exceeded:

Section 77.17 (a) (1) by 101 feet - a height more than 499 feet above ground level.

Preliminary FAA study indicates that the above mentioned structure would:

have no effect on any existing or proposed arrival, departure, or en route visual flight rules (VFR) operations.

not exceed traffic pattern airspace

have no effect on any airspace and routes used by the military.

Additional information for ASN 2020-WTE-4039-OE

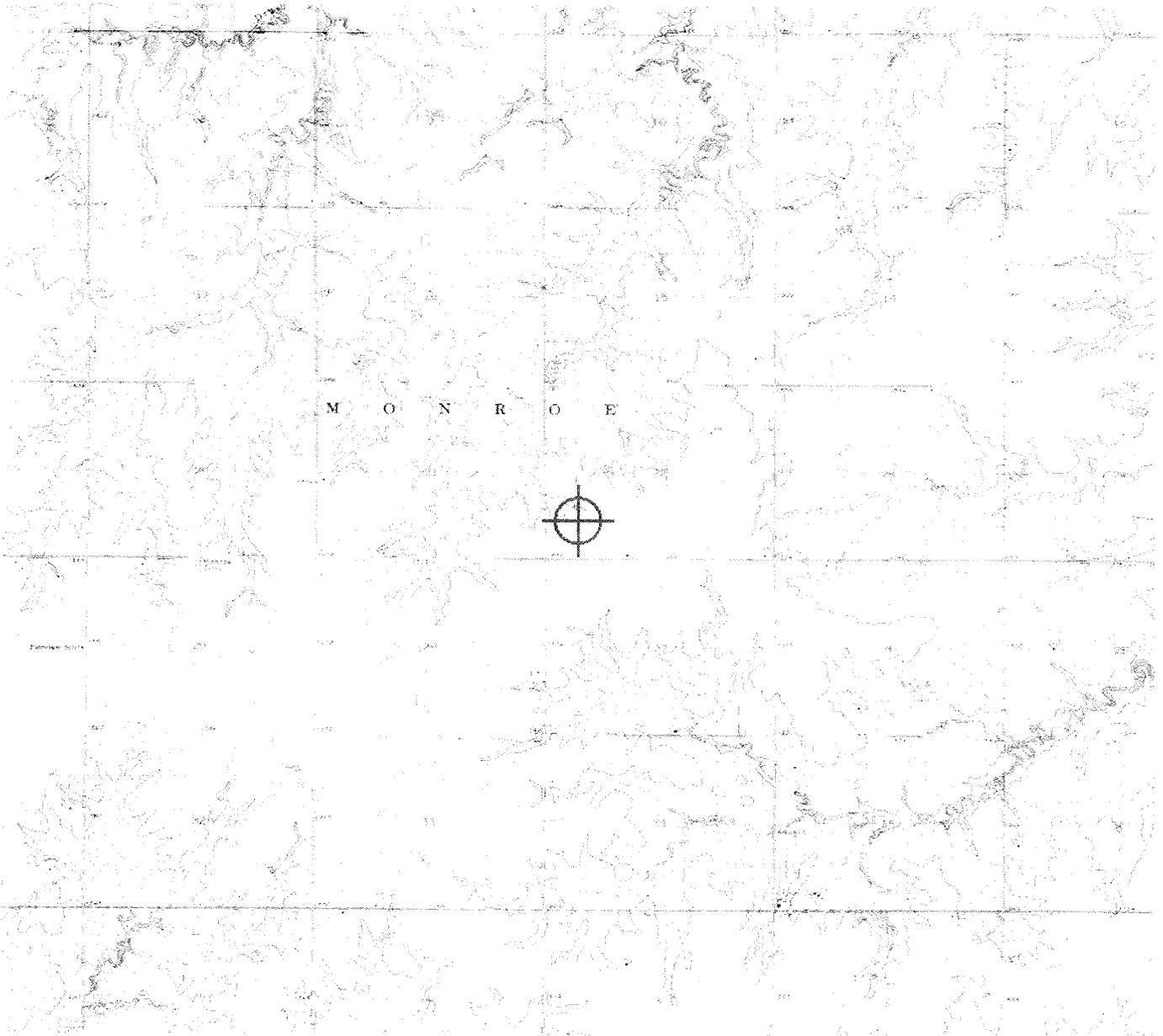
AGL, Above Ground Level
 ARP, Airport Reference Point
 AMSL, Above Mean Sea Level
 ASN, Aeronautical Study Number
 CFR, Code of Federal Regulations
 NM, Nautical Mile

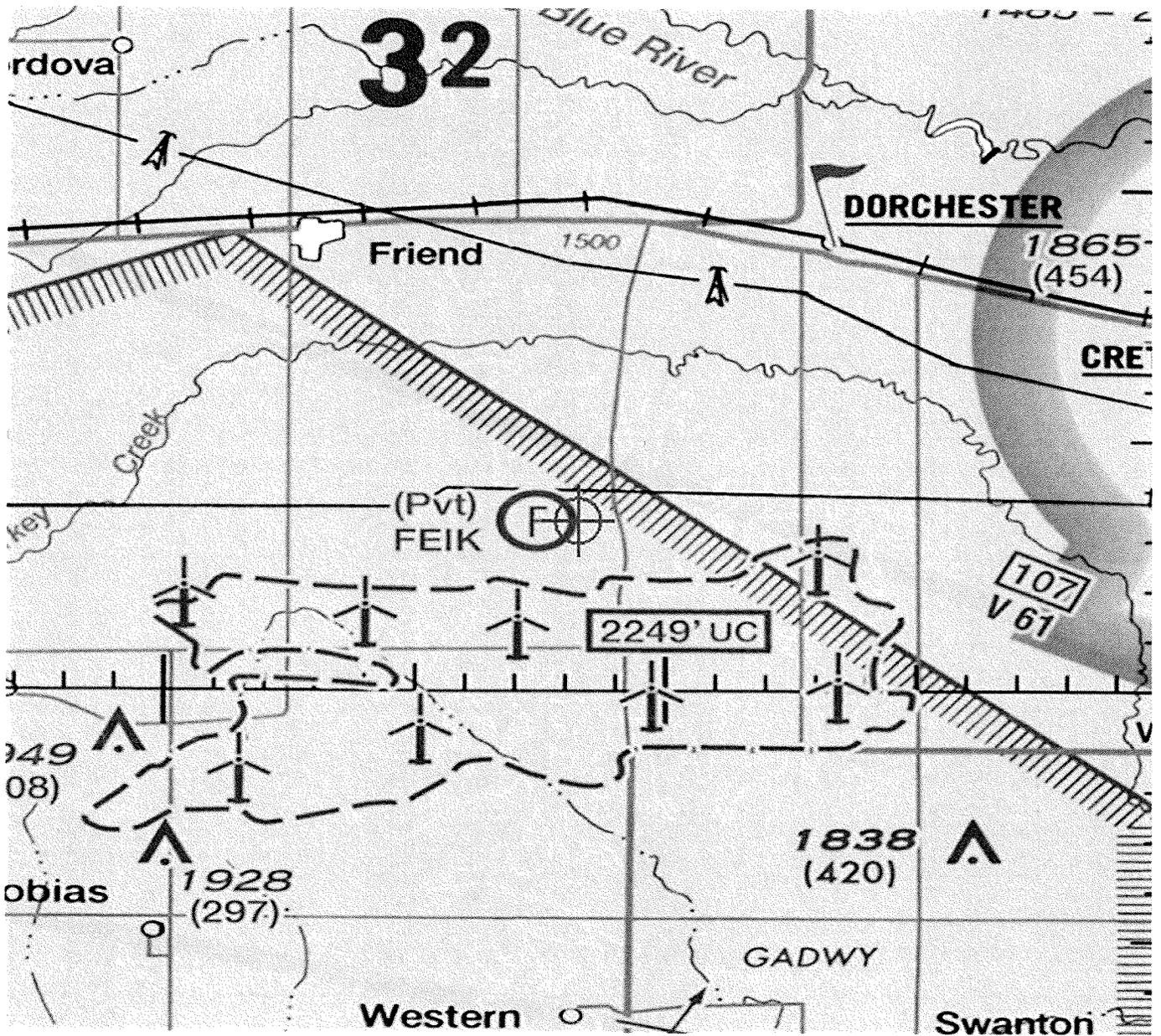
This notice is for 33 proposed turbines for a wind farm project that would be located approximately 10.80 NM to 16.53 NM west-southwest of the ARP for Crete Airport (CEK), Crete, NE and approximately 13.45 NM to 19.48 NM east of the ARP for Fairmont State Airport (FMZ), Fairmont, NE. In order to facilitate the public comment process, all 33 studies are being circularized under ASN 2020-WTE-4039-OE, which is the turbine that would be located at approximately the center of the proposed wind farm (see attached maps). All comments received from this circularization will be considered in completing the separate determinations for each study. The ASNs with coordinates, AGL heights, and AMSL heights for each structure are listed below. The proposed structures would exceed the obstruction standards of 14 CFR Part 77, Section 77.17(a)(1) by 101 feet; a height that exceeds 499 feet AGL.

ASN	/	AGL	/	AMSL	/	Latitude	/	Longitude
2020-WTE-4028-OE	/	600	/	2167	/	40-32-53.81N	/	97-16-37.92W
2020-WTE-4029-OE	/	600	/	2177	/	40-32-53.81N	/	97-16-11.23W
2020-WTE-4030-OE	/	600	/	2176	/	40-32-53.81N	/	97-15-40.15W
2020-WTE-4031-OE	/	600	/	2175	/	40-32-53.81N	/	97-15-07.49W
2020-WTE-4032-OE	/	600	/	2169	/	40-32-53.81N	/	97-14-40.35W
2020-WTE-4033-OE	/	600	/	2175	/	40-32-55.17N	/	97-14-19.43W
2020-WTE-4034-OE	/	600	/	2174	/	40-32-55.17N	/	97-13-52.83W
2020-WTE-4035-OE	/	600	/	2176	/	40-32-36.95N	/	97-12-51.57W
2020-WTE-4036-OE	/	600	/	2171	/	40-32-36.95N	/	97-12-23.79W
2020-WTE-4037-OE	/	600	/	2169	/	40-32-50.28N	/	97-12-02.97W
2020-WTE-4038-OE	/	600	/	2166	/	40-32-53.46N	/	97-11-30.19W
2020-WTE-4039-OE	/	600	/	2164	/	40-33-23.40N	/	97-11-42.88W
2020-WTE-4040-OE	/	600	/	2164	/	40-33-32.56N	/	97-11-20.27W
2020-WTE-4041-OE	/	600	/	2154	/	40-33-40.60N	/	97-10-55.28W
2020-WTE-4042-OE	/	600	/	2158	/	40-33-45.66N	/	97-13-48.45W
2020-WTE-4043-OE	/	600	/	2144	/	40-34-35.02N	/	97-12-51.53W
2020-WTE-4044-OE	/	600	/	2143	/	40-34-35.02N	/	97-12-23.78W
2020-WTE-4045-OE	/	600	/	2156	/	40-32-51.78N	/	97-10-36.49W
2020-WTE-4046-OE	/	600	/	2151	/	40-32-51.78N	/	97-10-19.57W
2020-WTE-4047-OE	/	600	/	2150	/	40-32-51.78N	/	97-10-01.95W
2020-WTE-4048-OE	/	600	/	2139	/	40-32-55.87N	/	97-09-44.44W
2020-WTE-4049-OE	/	600	/	2137	/	40-33-50.89N	/	97-16-49.02W
2020-WTE-4050-OE	/	600	/	2153	/	40-34-14.13N	/	97-15-06.52W
2020-WTE-4051-OE	/	600	/	2153	/	40-34-21.15N	/	97-14-40.09W
2020-WTE-4052-OE	/	600	/	2155	/	40-34-22.66N	/	97-14-19.60W
2020-WTE-4053-OE	/	600	/	2144	/	40-34-15.01N	/	97-13-27.53W

2020-WTE-4054-OE	/	600	/	2128	/	40-34-25.67N	/	97-11-42.20W
2020-WTE-4055-OE	/	600	/	2142	/	40-34-27.40N	/	97-11-07.73W
2020-WTE-4056-OE	/	600	/	2132	/	40-34-32.92N	/	97-10-34.27W
2020-WTE-4057-OE	/	600	/	2134	/	40-34-21.50N	/	97-10-04.17W
2020-WTE-4058-OE	/	600	/	2117	/	40-33-55.66N	/	97-09-25.77W
2020-WTE-4059-OE	/	600	/	2114	/	40-33-31.55N	/	97-08-55.29W
2020-WTE-4060-OE	/	600	/	2128	/	40-32-55.87N	/	97-09-15.42W

Map for ASN 2020-WTE-4039-OE





2020-WTE-4028~4060-OE

Public Notice 2020-WTE-4038-OE



2020-WTE-4043-OE

2020-WTE-4044-OE

2020-WTE-4050-OE

2020-WTE-4049-OE

2020-WTE-4030-OE

2020-WTE-4037-OE

2020-WTE-4038-OE

2020-WTE-4039-OE

2020-WTE-4036-OE

2020-WTE-4054-OE

2020-WTE-4041-OE

2020-WTE-4058-OE

2020-WTE-4059-OE

2020-WTE-4045-OE

2020-WTE-4035-OE

2020-WTE-4036-OE

2018-WTE-5764-OE

2018-WTE-5892-OE

2018-WTE-5891-OE

2018-WTE-5848-OE

2018-WTE-5838-OE

Legend
Airport



Survey
Google Earth

© 2020 Google

“Commenting On Airspace Studies” –presentation at the Central Region Annual Conference, Kansas City (Sept 2009)

(subtitled “How to help preserve your Approach Minimums”)

Recommended:

Set up acct on the OE/AAA website (**you can request postcard notification of Circularized cases within a given radius of your airport**)

“View Circularized Cases” –these are the ones that have been put out for public **aviation** comment

--select State; click on Study; click Circularization (Public Notice)

“The FAA is supposed to send a postcard to an airport alerting them that there is a Study going on near the airport.” (But [clearly] unreliable, so register formally)

Submitting comments:

Need to log in (= need to have registered. No cost)

Right side of ASN data page

Electronic submittals preferred – they’re automatically uploaded into Study

They’re looking for hard data. How many ops use a particular Approach? How often? How will the structure cause ops to change; route? Altitude? How many IFR ops would be affected every week/month/year?

“Comments are very important – but *quality* is more important than *quantity*.”

OE/AAA looks at **two criteria**:

14 CFR Part 77 (“Federal law”)

-- contains notice criteria (defines when notice to FAA is **required**)

-- defines whether a structure would be an **obstruction** (it does not define whether or not a structure would be a **hazard**)

Order 7400.2, “Procedures for handling airspace matters”

Specific guidance for determining Hazard / No Hazard

If there’s a “problem” with a submitted Study:

--if it’s a **proposed** structure, they look at altering / mitigating the proposal

--if it’s an **existing** structure, they look at adjusting aviation procedures

How does a structure get a **Determination of Hazard**?

It must be determined to have a **Substantial Adverse Effect** on air navigation.

What determines a Substantial Adverse Effect?

The “easy” one: It **causes electronic interference** to **operations of a NAVAID**

“There is a public law stating that you cannot build anything that interferes with or disrupts a NAVAID.”

OR, it has the combination of a **defined adverse effect** AND a **significant volume of activity affected**

Examples of **defined adverse effects**: (do not guarantee 'Hazard' in and of themselves)

- exceeds a Part 77 obstruction standard
- requires change to an existing or planned IFR for a Public-use airport
- requires VFR operation to change its regular flight course or altitude (does not apply to Military Training Routes or ops under exemption waiver)
- restricts clear view of airport movement areas
- derogates airport capacity and/or efficiency
- will affect future VFR/IFR ops as indicated by a Plan On File
- affects the usable length of an existing or planned runway (e.g., would require a displaced threshold)

[To Repeat: none of the above ^^ are enough, *by themselves*, to be a HAZARD]

What constitutes a **significant volume of activity**?

- There must be an indication of regular and continuing activity
- Normally considered **an average of 1 IFR op a week, OR 1 VFR op a day**

**DEFINED ADVERSE EFFECT + SIGNIFICANT VOLUME OF ACTIVITY
AFFECTED = DETERMINATION OF HAZARD**

Some common objections that are perfectly legit but will not automatically confer Hazard status:

- “It exceeds Part 77 obstruction standards”
- “It’ll have an economic impact on our community (and/or airport)”
- “It’ll cause a problem for Traffic Pattern Operations”
- “The structure is within (x) miles of our airport”
- “It’ll impact an IFR structure”
- “It would affect our airport’s capacity”

...thus the emphasis on providing the reviewers with hard data regarding number/type/frequency of operations (they will look up the 5010 Forms on their own). “If an airport can give me hard data on how many operations use a particular approach, and how often, that gives me data I need to determine Substantial Adverse Effect.” (Which allows for a Determination of Hazard...?)

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

Airport Authority

Minutes of Thursday, July 9, 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

Member Howard Nitzel called the meeting to order at 8:15am.

2. Roll Call

Dan Papik: Absent
Blaine Spanjer: Absent
Kirk Keller: Present
Howard Nitzel: Present
Zoraida Ramos: Present
Present: 3, Absent: 2.

Also present: City Clerk Judi Meyer, Finance Director Jerry Wilcox, Airport Manager Shaun Krzycki, Chris Corr with Olsson Assoc., members of the public.

3. Petitions - Communications - Citizen Concerns

4. Items of Business

4.A. Consider turning fuel sales over to the FBO as of August 1, 2020.

Table turning fuel sales over to the FBO until a contract can be negotiated. Carried with a motion by Zoraida Ramos and a second by Kirk Keller.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye
Aye: 3, No: 0

Shaun and Aaron Schepers proposed their newly created LLC would operate the fuel sales. They prefer a 5-year sales term with option to renew/renegeotiate.

4.B. Discuss fuel system maintenance.

The members present requested that Shaun develop a plan for presentation to the Authority.

4.C. Review and discuss Yant Equipment quote for fuel management system. By consensus, this item was tabled for further information. Chad provided information about why certain options would be less optimal as they could potentially hinder future expansion of the airport.

4.D. Discuss CIP/priority projects by year. This items is to be placed on next month's agenda. Howard requested that Shaun begin working on several of the items.

4.E. Discuss Engineering Agreement with Olsson Assoc. Chad explained that there are restrictions on the way the grant money can be used. He will have a draft agreement available next week.

4.F. Discuss cost estimates for fuel tank cleaning and fuel tank replacement. By consensus, this item is to be postponed for further information.

4.G. Review and approve Crete Skydiving leases. Kyle is working on these. Kirk will provide them to Joe Bales once they are available so that Crete Skydiving can review them.

5. Officers' Reports

6. Consent Agenda

6.A. Approve Meeting Minutes

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

Several members were not able to access the minutes, so this will be added to next month's meeting.

6.B. Accept the City Treasurer's Report

Jerry will send this out to the members, as it was not available for the meeting.

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

Approve the payment of claims. Carried with a motion by Kirk Keller and a second by Zoraida Ramos.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye
Aye: 3, No: 0

7. Adjournment

Motion to adjourn. Carried with a motion by Kirk Keller and a second by Zoraida Ramos.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye
Aye: 3, No: 0

The meeting was adjourned at 9:05am.

Recorded by City Clerk Judi Meyer

8/11/2020

CRETE AIRPORT AUTHORITY
Account Balances
FY 2020

Pinnacle Bank Checking	Account # XXXXXX114	Deposits \$30,184.46	Expenditures \$6,931.33	Bank balance \$174,890.85	Outstanding (+/-) \$0.00	Balance \$174,890.85
TOTAL FUNDS AVAILABLE		\$30,184.46	\$6,931.33	\$174,890.85	\$0.00	\$174,890.85
2017 Revenue Bonds	Final payment 2022	Issue \$114,000.00	Principal \$0.00	Interest \$0.00	Total payment \$0.00	Balance \$71,000.00
TOTAL DEBT		\$114,000.00	\$0.00	\$0.00	\$0.00	\$71,000.00
NDA Funds Available	2021	Annually \$150,000.00	Years 4		Total Available \$600,000.00	

8/11/2020

CRETE AIRPORT AUTHORITY

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	YTD FY 2020 7/31/20	Budget	YTD % Used
REVENUE								100.00%
92-10-4010 PROPERTY TAX	\$50,869.12	\$46,744.22	\$24,942.41	\$19,716.59	\$23,584.66	\$23,981.20	\$25,000.00	95.92%
92-10-4020 HOMESTEAD ALLOCATION	\$1,586.78	\$1,933.68	\$654.18	\$863.30	\$835.07	\$846.90	\$1,000.00	84.69%
92-10-4050 MOTOR VEHICLE PRO RATE	\$78.20	\$113.17	\$37.64	\$0.00	\$62.85	\$62.82	\$50.00	125.64%
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	\$15,661.70	\$15,500.00	101.04%
92-10-4950 RENT PAYMENTS	\$51,525.21	\$63,442.24	\$65,466.32	\$77,144.77	\$84,335.00	\$99,440.00	\$90,000.00	110.49%
92-10-4981 SHARE OF ELECTRICITY COSTS	\$5,149.13	\$5,512.78	\$5,627.86	\$6,752.68	\$6,565.57	\$9,207.72	\$6,500.00	141.66%
92-10-4990 MISC INCOME	\$1.46	\$0.00	\$278.00	\$1,776.99	\$673.62	\$393.23	\$0.00	0.00%
REVENUE Total	\$133,132.67	\$133,385.37	\$112,668.11	\$122,073.53	\$131,470.97	\$149,593.57	\$138,050.00	108.36%
EXPENSE								
92-10-5170 LIAB./PHYS./WORK COMP. INS.	\$13,265.01	\$16,363.49	\$20,780.03	\$19,563.48	\$13,482.57	\$13,535.37	\$15,000.00	90.24%
92-10-5210 UTILITIES	\$14,837.84	\$13,654.17	\$12,701.99	\$13,389.24	\$11,579.34	\$15,683.27	\$15,000.00	104.56%
92-10-5220 TELEPHONE	\$1,178.79	\$1,323.25	\$1,233.10	\$1,378.56	\$1,403.79	\$1,066.87	\$1,300.00	82.07%
92-10-5330 BUILDINGS & GROUNDS MAINT.	\$9,460.37	\$24,359.89	\$29,601.49	\$14,222.06	\$17,316.22	\$26,000.11	\$35,000.00	74.29%
92-10-5380 PROFESSIONAL SERVICES	\$2,600.00	\$250.00	\$78.77	\$0.00	\$6,140.00	\$3,100.00	\$500.00	620.00%
92-10-5390 PRINTING, PUBLICATIONS, LEGALS	\$122.00	\$100.00	\$130.00	\$121.20	\$430.99	\$209.48	\$300.00	69.83%
92-10-5791 VEHICLE/EQUIPMENT REPAIRS	\$2,807.14	\$2,557.51	\$1,863.18	\$2,130.73	\$4,400.46	\$5,880.00	\$5,000.00	117.60%
92-10-5800 VEHICLE/EQUIPMENT FUEL	\$1,209.50	\$478.76	\$506.96	\$980.04	\$1,407.10	\$1,203.00	\$1,500.00	80.20%
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	\$2,608.46	\$0.00	#DIV/0!
92-10-6199 MANAGER CONTRACT	\$33,600.00	\$33,600.00	\$33,600.00	\$33,600.00	\$33,600.00	\$41,800.02	\$33,600.00	124.40%
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	\$112,611.00	\$133,700.00	84.23%
OPERATIONS	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	7/31/2020	Budget	% Used
Total Expense	\$132,275.74	\$135,104.05	\$108,806.71	\$87,306.55	\$115,635.47	\$112,611.00	\$133,700.00	84.23%
Total Revenue	\$133,132.67	\$133,385.37	\$112,668.11	\$122,073.53	\$131,470.97	\$149,593.57	\$138,050.00	108.36%
Gain/(Loss)	\$856.93	(\$1,718.68)	\$3,861.40	\$34,766.98	\$15,835.50	\$36,982.57	\$4,350.00	

RETAIL FUEL

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	7/31/20	Budget	% Used
REVENUE								100.00%
92-11-4440 FUEL SALES	\$117,530.32	\$113,017.41	\$99,603.09	\$142,299.69	\$129,351.98	\$134,431.72	\$150,000.00	89.62%
REVENUE Total	\$117,530.32	\$113,017.41	\$99,603.09	\$142,299.69	\$129,351.98	\$134,431.72	\$150,000.00	89.62%
EXPENSE								
92-11-5330 BUILDINGS & GROUNDS MAINT.	\$4,646.18	\$449.71	\$4,077.13	\$1,545.87	\$1,922.14	\$100.37	\$3,000.00	3.35%
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%	13.03%	16.67%	
92-11-5382 CREDIT CARD CHARGES	\$1,126.65	\$1,911.96	\$1,406.48	\$4,181.42	\$2,442.33	\$1,948.31	\$2,000.00	97.42%
	0.96%	1.69%	1.41%	2.94%	1.89%	1.45%	1.33%	
92-11-5811 BULK FUEL	\$71,801.82	\$81,095.49	\$81,385.60	\$90,448.06	\$101,619.48	\$107,269.48	\$120,000.00	89.39%
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	\$126,839.66	\$150,000.00	84.56%

RETAIL FUEL	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	7/31/20	Budget	% Used
Total Expense	\$101,893.45	\$108,548.76	\$113,015.41	\$130,652.55	\$135,163.05	\$126,839.66	\$150,000.00	84.56%
Total Revenue	\$117,530.32	\$113,017.41	\$99,603.09	\$142,299.69	\$129,351.98	\$134,431.72	\$150,000.00	89.62%
Gain/(Loss)	\$15,636.87	\$4,468.65	(\$13,412.32)	\$11,647.14	(\$5,811.07)	\$7,592.06	\$0.00	

CAPITAL IMPROVEMENTS

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	7/31/20	Budget	% Used
REVENUE								100.00%
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	7/31/20	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	

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	7/31/20	Budget	% Used
TOTAL FUNDS								
Total Expense	\$234,169.19	\$243,652.81	\$282,574.84	\$965,580.98	\$360,301.02	\$239,450.66	\$283,700.00	84.40%
Total Revenue	\$250,662.99	\$246,402.78	\$212,271.20	\$1,102,486.15	\$350,941.46	\$284,025.29	\$288,050.00	98.60%
Gain/(Loss)	\$16,493.80	\$2,749.97	(\$70,303.64)	\$136,905.17	(\$9,359.56)	\$44,574.63	\$4,350.00	

Report Criteria:
 Report type: GL detail
 Check.Type = {<->} "Adjustment"
 Bank.Bank number = 5

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Abbreviated Name
Airport Checking										
5046										
08/20	08/03/2020	5046	1525	ELEVATE AIR SERVICE LLC	07 20	1	050-6199	4,166.67	4,166.67	Airport
08/20	08/03/2020	5046	1525	ELEVATE AIR SERVICE LLC	07 20	2	050-4904	30.00	30.00	Airport
08/20	08/03/2020	5046	1525	ELEVATE AIR SERVICE LLC	07 20	3	050-4904	69.00	69.00	Airport
08/20	08/03/2020	5046	1525	ELEVATE AIR SERVICE LLC	07 20	4	050-4102	4.44	4.44	Airport
Total 5046:									4,261.23	
5047										
08/20	08/13/2020	5047	80	AKRS EQUIPMENT	2492756	1	050-5791	12.66	12.66	Airport
Total 5047:									12.66	
5048										
08/20	08/13/2020	5048	815	CITY BANK & TRUST CO.	08 20	1	050-9970	23,000.00	23,000.00	Airport
08/20	08/13/2020	5048	815	CITY BANK & TRUST CO.	08 20	2	050-9971	1,153.75	1,153.75	Airport
Total 5048:									24,153.75	
5049										
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	A576203	1	050-5330	33.29	33.29	Airport
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	A576848	1	050-5330	35.98	35.98	Airport
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	A578405	1	050-5791	68.99	68.99	Airport
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	B581024	1	050-5791	61.94	61.94	Airport
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	B581026	1	050-5330	5.39	5.39	Airport
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	B581034	1	050-5330	71.99	71.99	Airport
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	B581080	1	050-5330	7.17	7.17	Airport
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	B581511	1	050-5330	22.64	22.64	Airport
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	B581729	1	050-5791	15.29	15.29	Airport
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	B582225	1	050-5330	53.97	53.97	Airport
08/20	08/13/2020	5049	1060	CRETE ACE HARDWARE	B582423	1	050-5330	28.78	28.78	Airport

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Abbreviated Name
Total 5049:									405.43	
5050										
08/20	08/13/2020	5050	1110	CRETE LUMBER & FARM SUPP	654925	1	050-5330	318.74	318.74	Airport
Total 5050:									318.74	
5051										
08/20	08/13/2020	5051	1525	ELEVATE AIR SERVICE LLC	101221	1	050-5330	389.29	389.29	Airport
Total 5051:									389.29	
5052										
08/20	08/13/2020	5052	3345	NAPA AUTO PARTS	18380	1	050-5791	67.90	67.90	Airport
Total 5052:									67.90	
5053										
08/20	08/13/2020	5053	4055	PRIBYL PLUMBING	8847	1	050-5330	392.41	392.41	Airport
Total 5053:									392.41	
5054										
08/20	08/13/2020	5054	4590	SEWARD COUNTY INDEPENDEN	124303	1	050-6190	10.64	10.64	Airport
Total 5054:									10.64	
5055										
08/20	08/13/2020	5055	5360	WASTE CONNECTIONS OF NEB	1705424	1	050-7530	55.56	55.56	Airport
Total 5055:									55.56	
Total Airport Checking:									30,067.61	
Grand Totals:									30,067.61	

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
050-3000	4.44	30,072.05-	30,067.61-
050-4102	.00	4.44-	4.44-
050-4904	99.00	.00	99.00
050-5330	1,359.65	.00	1,359.65
050-5791	226.78	.00	226.78
050-6190	10.64	.00	10.64
050-6199	4,166.67	.00	4,166.67
050-7530	55.56	.00	55.56
050-9970	23,000.00	.00	23,000.00
050-9971	1,153.75	.00	1,153.75
Grand Totals:	<u>30,076.49</u>	<u>30,076.49-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Account

Debit

Credit

Proof

Report Criteria:

Report type: GL detail

Check.Type = {<->} "Adjustment"

Bank.Bank number = 5
