

Airport Authority Meeting
Thursday, December 10, 2020 8:15 AM
Crete Library/Community Center
1515 Forest Ave.
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. Review NDOT 2020 AIP letter and documents.
- B. Farm Lease Agreements
- C. Review proposed semi-annual inspection list.
- D. Resolution and NDOT Agency Agreement regarding anticipated grant agreement for FAA funding for AIP Project No. 3-31-0022-014-2021.

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 October 8, 2020.
2. Airport Authority meeting minutes of November 12, 2020.
- B. Accept the City Treasurer's Report

C. Approve the Payment of Claims Against the Airport Authority

7. Adjournment

Disclaimers & Notices

- 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.

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

November 23, 2020



Re: FY 2022-2024 Federal AIP Grants
NDOT Capital Improvement Program

Dear Airport Sponsor:

Your airport is a part of the National Plan for Integrated Airport System (NPIAS) and therefore is eligible for funding through the federal Airport Improvement Program. The FAA beginning to put together the Airport Improvement Plan (AIP) funding for Federal Fiscal Years 2022-2024. To be considered for funding in FY2022 (and beyond), please review the following:

Capital Improvement Plan

Enclosed is the latest *Capital Improvement Plan* for your airport. **Review improvement needs (or wants) at your airport and ensure that they are on the plan.** Please focus on the Phase I developments. An update to the Nebraska Aviation System Plan is underway. This plan will identify needed projects/improvements and develop priorities. Future Capital Improvement Plans will be modified to reflect the recommendations of the System Plan.

Note that AIP is funded by annual appropriation legislation, so the enclosed list is for planning purposes only and is neither a guarantee nor commitment of federal funds. Projects requiring funds in excess of available entitlement are often delayed or split into multiple projects.

Federal Entitlement Funds

Your airport receives federal entitlement to fund eligible projects. The enclosed list titled *Potential Federal Funds Available* provides anticipated available entitlement funds. Note that the 2018 entitlement expires in the current fiscal year. If you have any remaining 2018 entitlement, we encourage you to either use the funds at your airport before they expire or transfer them to another Nebraska airport.

ACIP Data Sheets

To be considered for 2022 federal funding, you need to have an ACIP data sheet for the proposed project approved by the Nebraska Aeronautics Commission and on file with the FAA prior to February 15, 2021. **If your airport needs to submit a data sheet for a planned project, it is noted on the Capital Improvement Plan.** Data sheets can be prepared by you, your consultant, or NDOT. A sample CIP data sheet and instructions are enclosed.

Kyle Schneweis, P.E., Director
Department of Transportation

1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759

dot.nebraska.gov

OFFICE 402-471-4567
FAX 402-479-4325
NDOT.ContactUs@nebraska.gov

Aeronautics Division
3431 Aviation Road, Ste. 150
PO Box 82088
Lincoln, NE 68501
OFFICE 402-471-2371
FAX 402-471-2906

Navigational Aids Office
Kearney Municipal Airport
5065 Airport Road
Kearney, NE 68847
OFFICE 308-865-5696
FAX 308-865-5697

We should receive all new CIP data sheets no later than January 22, 2021 in order to present the requests to the Nebraska Aeronautics Commission and subsequently to the FAA before the February deadline. Nebraska law requires that your requests for funding (data sheets) be approved by the Commission prior to submittal to the FAA.

Previously Submitted/Approved data sheets do not need to be resubmitted.

Airport Officials

Please update, sign, and date the enclosed form.

Action Items

Please review the enclosed information and return the following items to Aeronautics by January 22, 2021:

- Capital Improvement Plan – mark requested changes
- ACIP Data Sheets, **if needed** – new and/or revised
- Airport Officials List – mark changes or write in “OK” and sign

Documents can be submitted either by email (anna.lannin@nebraska.gov) or standard mail (PO Box 82088, Lincoln, NE 68501).

A complete and accurate Capital Improvement Plan is an important tool to maintain/grow your airport. If you are interested in meeting with us to discuss your plan, please contact me. I can be reached at either anna.lannin@nebraska.gov or (402) 472-7931.

Sincerely,



Anna Lannin, P.E.
Engineering Division
Division of Aeronautics
Nebraska DOT

Enclosure

REQUIREMENTS THAT MUST BE MET BEFORE YOUR AIRPORT WILL BE CONSIDERED FOR AIRPORT IMPROVEMENT PROGRAM (AIP) FUNDING

1. The proposed work must be shown on a current Airport Layout Plan (ALP) that has been approved by the FAA.
2. The project must be reasonable, justified, necessary, and eligible for federal participation.
3. Each major work item must be on a separate, signed and dated ACIP data sheet and include adequate justification and detailed cost estimate.
4. FAA must have made an environmental determination on the proposed project.
5. Land - In order to be considered for funding for land reimbursement, the land must be acquired, or a purchase agreement must be negotiated.
6. The sponsor must have available the necessary matching share (10 percent). The FAA considers the first two years of the CIP as work the sponsor is committed to accomplishing should funding become available. To assure that the limited AIP funds are used during the fiscal year obligated, the FAA has adopted the policy that grants must be based upon bids and the grant application based on bid must be submitted by May 1 of the year programmed.
7. You must agree to abide by the grant assurances required for airport funding. The electronic format of the grant assurances is available at:
http://www.faa.gov/airports/aip/grant_assurances/media/airport_sponsor_assurances.pdf
8. For airports with an AIP project approved after January 1, 1995, for pavement replacement or new pavement, the sponsor is required to implement a pavement maintenance program to ensure the pavement is properly maintained at the airport. Failure to have such a plan could impact future consideration for AIP funds. The plans are typically completed by NDA (Dave Lehnert, dave.lehnert@nebraska.gov). Questions for the FAA can be directed to:

Dan Wilson, P.E.
FAA Airports Division, ACE-621F
901 Locust, Room 364
Kansas City, MO 64106-2325
9. Before eligibility for funding revenue-producing facilities (i.e. fueling facilities and hangars) can be approved, a sponsor must submit, to the FAA, justification for the project and a statement that airside development needs are met or a financial plan that shows how airside needs over the next 3 years will be met. Note that the Central Region policy states that if the airport sponsor is planning to fund a project in the next three years using state apportionment or discretionary funds, any revenue-producing facilities are ineligible.

Capital Improvement ProgramCRETE MUNI
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Year	Description	Total Cost	Federal	State	Local
Phase I					
2021	Install Jet A and Avgas fuel system	\$738,000	\$600,000	\$0	\$138,000
2024	Crack & joint seal w/ select panel replacment	\$450,000	\$405,000	\$0	\$45,000
2025	Rehabilitate access road and parking lot	\$385,000	\$346,500	\$0	\$38,500
2025	Replace Hangar Ramps & Drainage Improvements	\$1,100,000	\$990,000	\$0	\$110,000
Phase I Subtotal		\$2,673,000	\$2,341,500	\$0	\$331,500
Phase II					
2026	ALP update	\$140,000	\$126,000	\$0	\$14,000
2027	Rehab. 17/35 (r1-1,3)	\$650,615	\$585,553	\$0	\$65,062
2029	Pave runway 13/31	\$861,120	\$775,008	\$0	\$86,112
Phase II Subtotal		\$1,651,735	\$1,486,561	\$0	\$165,174
Phase III					
2032	AWOS III (if justified)	\$110,000	\$99,000	\$0	\$11,000
2036	Rehabilitate/Replace Hangar A	\$850,000	\$600,000	\$0	\$250,000
Phase III Subtotal		\$960,000	\$699,000	\$0	\$261,000
Total Development Costs		\$5,284,735	\$4,527,061	\$0	\$757,674
Not Funded					
2032	T-hangar taxilanes	\$30,000			
2032	Shop hangar (100'x100')	\$270,000			
2032	9-place t-hangar	\$315,000			
Not Funded Subtotal					

Potential Federal Funds Available Non-Primary Entitlement

Airport: **Crete Municipal Airport**
Crete, Nebraska

Federal Fiscal Year	Entitlement Funds
2018	\$150,000
2019	\$150,000
2020	\$150,000
2021	\$150,000

Potential Funds Available in 2021: **\$600,000**

Note:

- All entitlement funds are subject to appropriation by Congress.
- Any remaining FY2018 funds will expire on Sept. 30, 2021, the end of the federal fiscal year.
- The expiring funds are expected to be captured in the AIP grant for the new fuel system.

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:	Click here to enter text.		
AIP Project Type:	Click here to enter text		
Local Priority:	Select Local Priority	Federal Share:	\$ Click here to enter text.
FFY Requested:	Click here to enter text	State Share:	\$Click here to enter text.
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (separate sheet) that clearly depicts the scope of the project.		Local Share:	\$Click here to enter text.
		Total Project Cost:	\$ Click here to enter text.
Click here to enter text.			
SPONSOR SIGNATURE BLOCK			
Signature:		Date:	Click here to enter a date.
Printed Name:	Click here to enter text.	Title:	Click here to enter text.
Phone Number:	Click here to enter text.	Email:	Click here to enter text.

NDOT Division of Aeronautics

Airport Officials List

Printed 11/20/2020

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Airport Sponsor

CRETE ARPT AUTH

Official Contact Person:

Blaine Spanjer, Chairman
PO BOX 86
CRETE, NE 68333-0086

Phone: 402-826-5188

Fax: 402-826-2579

E-mail: blainspanjer@windstream.net

Airport Officials:

Daytime Phone:

Attorney	Wendy Elston <i>Kyle Manley</i>	402-643-2795 <i>402-826-4313</i>
Member	Kirk Keller	402-641-6350
Member	Zoraida Ramos	402-826-4312
Vice Chair	Howard Nitzel	402-432-2368
Recording Secretary	City Treasurer <i>clerk</i>	402-826-4313
Secretary	Dan Papik	402-641-8229
Chairman	Blaine Spanjer	402-826-5188

Meeting Date and Time: 2nd Thursday, 8:15 a.m.

Airport's Attorney: ~~Wendy Elston~~ *Kyle Manley* ~~402-643-2795~~ *402-826-4313*

Airport Manager: SHAUN KRZYCKI

Phone: 402-310-6124

Fax: 402-826-2579

E-mail: shaun@eascek.com

Please make corrections, sign and return this form to:

NDOT Division of Aeronautics
P.O. Box 82088
Lincoln, NE 68501-2088

Completed by:

Signature

Date

Airport of the Year

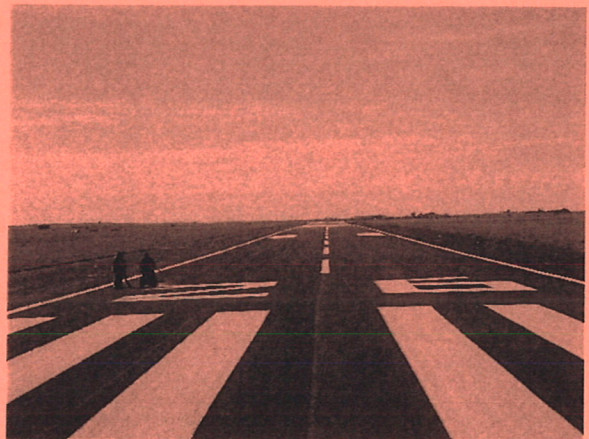
It's time to nominate your favorite airport for Airport of the Year 2020. All you need to do is complete the Airport of the Year form located on the NDOT – Division of Aeronautics' website www.aero.nebraska.gov. Print the form, complete and mail to NDOT – Division of Aeronautics, c/o David Morris, P O Box 82088, Lincoln, Nebraska 68501. The Airport of the Year 2020 award will include a road sign as in the past to be proudly displayed at the airport.

Project of the Year

The NDOT Division of Aeronautics is requesting nominations for the Project of the Year award. To qualify for the award; the project must benefit aviation in Nebraska, be located at a Nebraska airport, and was completed in 2020. Please nominate a project.

Send nomination to Thomas at Thomas.jacobson@nebraska.gov or mail to the Aeronautics office. Include the project location, short description, and a brief explanation of the project benefits. Photographs are helpful but not required.

Nominations should be submitted by December 31, 2020.



The 2010 Project of the Year was at the Alliance Municipal Airport.

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

This Agreement is entered into between the Airport Authority of the City of Crete, Nebraska (“Airport Authority”) and Kenneth McMillan, 2452 County Road F, Crete, Nebraska 68333, (“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 arable and pasture land owned by the City of Crete and under the control of Airport Authority for use as cropland or pasture.
- C. The Authority and Lessee have discussed and agreed upon terms and conditions related to Lessee’s use of the land, 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 Property Description; Limitation on Use.

Lessee shall be entitled to possess and use for agricultural and related purposes, the real property set forth in Exhibit A except any parts thereof that are occupied in the use and service of the Crete Municipal Airport, which includes but is not limited to, access roadways, parking areas, hangars, hangar aprons, taxi strips, marker areas, runways and fences, and the area dedicated for use as a park (“Premises”).

Lessee shall not allow any crops to grow closer to the centerline of any runway, the ends of any runway, any taxiways, or any apron edge than is allowed by any Federal Aeronautic Administration (FAA) or Nebraska Department of Transportation (NDOT) regulations. All crops grown on the property shall be limited and restricted to the types and in the respective locations as described and set forth in the exhibits.

§1.02 Payment for Leased Property; Method of Payment.

Lessee shall pay rent to the Airport Authority in the total amount of **Ten Thousand Nine Hundred Ninety-Three Dollars and Sixty Cents (\$10,993.60)** per year: Fifty Dollars (\$50.00) per acre per year on 20.00 acres of pasture ground and One Hundred Twenty Dollars (\$120.00) per acre per year on 83.28 acres of arable land.

All rents are due and payable the first day of March each year. All payments shall be made by check, ACH deposit, or other appropriate payment mechanism as determined by the Airport Authority.

§1.03 Lease Term.

The term of this lease will be five (5) years from March 1, 2021 ("Lease Term"); therefore, the termination date will be February 28, 2026 ("Termination Date").

§1.04 Maintenance of Grounds and Fences.

Lessee shall keep the Premises free from all noxious weeds and other invasive plants and shall be responsible for mowing around the perimeter of all runways, beginning five feet outside the runway lights, runway end lights, or boundary markers, when needed or at least once per month from May through October. Lessee shall be entitled to any and all hay, free of charge, from the mowed areas.

Lessee shall protect and maintain all fences now on the Premises or that may be erected thereon during the term of the lease and shall keep all fencelines, areas immediately adjacent to rights-of-way, and areas along the borders of fields free and clear of any noxious weeds and other invasive plants.

§1.05 Surrender of Premises.

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 prevent Lessee's possession of the property.

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

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, survey, repair, or perform any other customary work on the Premises. Unless there is an emergency, the Airport Authority shall provide Lessee with notice at least twenty-four (24) hours prior to entry.

§1.07 Airport and Premises Repairs, Modifications, or Improvements.

The Airport Authority shall not be liable for any damage to or defects in the Premises or any crops grown thereon due to repairs, modifications, or improvements that may be undertaken on the Airport or the Premises.

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.

§1.08 Liens on Premises.

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 for use on or about the Premises. Lessee hereby agrees that no 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.

§1.09 Destruction of Premises.

Any partial destruction of the Premises shall neither annul nor void this lease. Lessee shall be entitled to an equitable or pro rata reduction of rent if certain areas are rendered unusable. In the event the entire Premises is unusable for agricultural purposes, the lease shall be terminated, and any prepayment of rent shall be returned to Lessee on an equitable or pro rata basis.

§1.10 Incorporation of Rules and Regulations.

All relevant parts, provisions, and definitions found in the Crete Municipal Airport Rules and Regulations, the Nebraska Department of Transportation Rules and Regulations, and the Federal Aeronautic Administration 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.

This lease may 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.

This lease may also be terminated by either party upon written notice of termination at least ninety (90) days prior to the end of any year of continuation.

§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; Binding Effect.

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.

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

§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 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.

§3.06 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, 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.

§3.07 Severability; Counterparts; Entire Agreement.

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.

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.

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.

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	LESSEE
By: _____ (Signature of Authorized Official)	By: _____ (Signature)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name)
_____ (Date)	_____ (Date)

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

This Agreement is entered into between the Airport Authority of the City of Crete, Nebraska (“Airport Authority”) and Terry Reetz, 19800 SW 142nd, Crete, Nebraska 68333, (“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 arable and pasture land owned by the City of Crete and under the control of Airport Authority for use as cropland or pasture.
- C. The Authority and Lessee have discussed and agreed upon terms and conditions related to Lessee’s use of the land, 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 Property Description; Limitation on Use.

Lessee shall be entitled to possess and use for agricultural and related purposes, the real property set forth in Exhibit A except any parts thereof that are occupied in the use and service of the Crete Municipal Airport, which includes but is not limited to, access roadways, parking areas, hangars, hangar aprons, taxi strips, marker areas, runways and fences, and the area dedicated for use as a park (“Premises”).

Lessee shall not allow any crops to grow closer to the centerline of any runway, the ends of any runway, any taxiways, or any apron edge than is allowed by any Federal Aeronautic Administration (FAA) or Nebraska Department of Transportation (NDOT) regulations. All crops grown on the property shall be limited and restricted to the types and in the respective locations as described and set forth in the exhibits.

§1.02 Payment for Leased Property; Method of Payment.

Lessee shall pay rent to the Airport Authority in the total amount of **Six Thousand One Hundred One Dollars and Forty Cents (\$6,101.40)** per year: Twenty Dollars (\$20.00) per acre per year on 19.11 acres of pasture ground and One Hundred Twenty Dollars (\$120.00) per acre per year on 47.66 acres of arable land.

All rents are due and payable the first day of March each year. All payments shall be made by check, ACH deposit, or other appropriate payment mechanism as determined by the Airport Authority.

§1.03 Lease Term.

The term of this lease will be five (5) years from March 1, 2021 ("Lease Term"); therefore, the termination date will be February 28, 2026 ("Termination Date").

§1.04 Maintenance of Grounds and Fences.

Lessee shall keep the Premises free from all noxious weeds and other invasive plants and shall be responsible for mowing around the perimeter of all runways, beginning five feet outside the runway lights, runway end lights, or boundary markers, when needed or at least once per month from May through October. Lessee shall be entitled to any and all hay, free of charge, from the mowed areas.

Lessee shall protect and maintain all fences now on the Premises or that may be erected thereon during the term of the lease and shall keep all fencelines, areas immediately adjacent to rights-of-way, and areas along the borders of fields free and clear of any noxious weeds and other invasive plants.

§1.05 Surrender of Premises.

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 prevent Lessee's possession of the property.

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

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, survey, repair, or perform any other customary work on the Premises. Unless there is an emergency, the Airport Authority shall provide Lessee with notice at least twenty-four (24) hours prior to entry.

§1.07 Airport and Premises Repairs, Modifications, or Improvements.

The Airport Authority shall not be liable for any damage to or defects in the Premises or any crops grown thereon due to repairs, modifications, or improvements that may be undertaken on the Airport or the Premises.

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.

§1.08 Liens on Premises.

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 for use on or about the Premises. Lessee hereby agrees that no 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.

§1.09 Destruction of Premises.

Any partial destruction of the Premises shall neither annul nor void this lease. Lessee shall be entitled to an equitable or pro rata reduction of rent if certain areas are rendered unusable. In the event the entire Premises is unusable for agricultural purposes, the lease shall be terminated, and any prepayment of rent shall be returned to Lessee on an equitable or pro rata basis.

§1.10 Incorporation of Rules and Regulations.

All relevant parts, provisions, and definitions found in the Crete Municipal Airport Rules and Regulations, the Nebraska Department of Transportation Rules and Regulations, and the Federal Aeronautic Administration 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.

This lease may 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.

This lease may also be terminated by either party upon written notice of termination at least ninety (90) days prior to the end of any year of continuation.

§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; Binding Effect.

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.

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

§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 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.

§3.06 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, 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.

§3.07 Severability; Counterparts; Entire Agreement.

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.

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.

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.

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	LESSEE
By: _____ (Signature of Authorized Official)	By: _____ (Signature)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name)
_____ (Date)	_____ (Date)

ANNUAL INVOICE	DOOR WDTH	HANGAR #	NAME	11/30/2020				Insurance			
				Monthly		Expiration Date	Additional Insured	Tail Number	Amount Past Due		
				COST							
1/1/2020		#1	AIR METHODS	\$1,500.00		7/1/2021		N135AM			
1/1/2020		#2B	EAS	\$200.00		1/1/2021		XXX			
4/1/2020		#2B	CITY OF CRETE	\$65.00				XXX			
4/1/2020		#3	CRETE SKYDIVING	\$672.50				91803			
6/1/2020	40	A1	Ray Slama	\$70.00				XXX			
6/1/2020	40	A2	Arlyn Copley	\$70.00				N210PF			
2/1/2019	40	A3	Calvin Olson	\$70.00				N847WL			
2/1/2020	40	A4	Nick Savener	\$70.00				N2395F			
6/1/2020	40	A5	More Than Games	\$70.00				XXX			
9/1/2020	40	A6	Bill Stuckenholtz	\$70.00				XXX			
12/1/2019	42	B1	Heige Thanheiser	\$100.00		11/22/2021	X	N9362C			
3/1/2020	42	B2	Glen Cox	\$100.00				N9751U			
6/1/2020	42	B3	Darcie Ross	\$100.00				N64464			
6/1/2020	42	B4	Cornerstone	\$100.00				N84KA			
8/1/2020	42	B5	Fly Boys LLC	\$100.00		7/25/2021	X	N707TH			
5/1/2020	42	B6	Matthew Johnson	\$100.00				N72WH			
1/1/2020	42	B7	RMA Engineering	\$100.00				N612SV			
2/1/2020	42	B8	Jaris Hennerberg	\$100.00				N34876			
10/1/2020		BE	Wayne Riley	\$65.00				XXX			
11/1/2020		BW	Jonathon Lopez	\$65.00				XXX			
7/1/2020	40	C1	Samual Greenfield	\$95.00				N6820H			
5/1/2020	40	C2	Pete Mariniello	\$95.00							
4/1/2020	40	C3	Bill Stuckenholtz	\$95.00				N625D			
8/1/2020	40	C4	Tim Kray	\$95.00				N6074R			
3/1/2020	40	C5	Brett Jungren	\$95.00				EXP			
2/1/2020	40	C6	Jason Killingsworth	\$95.00		9/26/2021	X	N6787H			
9/1/2020	40	C7	Emrich Aerial	\$95.00							
11/1/2020	40	C8	Larry Geiger	\$95.00		1/8/2022	X	N17TL			
5/1/2020	40	C9	Andrew Malousek	\$95.00				N6321Q			
X		CE	Airport Authority	\$65.00				XXX			
4/1/2020		CW	Herb Patton	\$65.00				XXX			
10/1/2020	40	D1	JD Kracl	\$95.00				N87A			
6/1/2020	40	D2	Cornerstone	\$95.00				N92853			
10/1/2020	40	D3	S/S Systems	\$95.00		4/21/2021	X	N2122D			
4/1/2020	40	D4	Larry Geiger	\$95.00		1/8/2022	X	N203JJ			
12/1/2019	36	D5	Kevin Znamenacek	\$90.00				N52MS			
5/1/2020	48	D6	Pat Reed CTCI	\$125.00		4/1/2021	X	N850DT			
5/1/2020	40	D7	Pat Reed CTCI	\$95.00		4/1/2021	X	N103DX			
10/1/2020	40	D8	Rick Kunze	\$95.00				N7515W			
5/1/2020	48	D9	Gana Trucking	\$125.00		10/3/2021		N20JN			
X		DE	Airport Authority	\$65.00				XXX			
6/1/2020		DW	Tom Demars	\$65.00				XXX			
4/1/2020	40	E1	RJ Lehr	\$95.00				N5468E			
4/1/2020	40	E2	Ed Printz	\$95.00				89053			
4/1/2020	40	E3	Jesse Angell	\$95.00							
4/1/2020	40	E4	Eagle Aero	\$95.00				N1332Y			

4/1/2020	40	E5	Roger's Air Force	\$95.00				N678RA	
3/1/2020	40	E6	Bill Corkle	\$95.00				N1961F	
12/1/2019	40	E7	Terry Anderson	\$95.00				N5862L	
10/1/2020	40	E8	Paul Mussman	\$95.00				N24MU	
6/1/2020	40	E9	Jan Madsen	\$95.00				N9829M	
4/1/2020		EE	Howard Nitzel	\$65.00				XXX	
6/1/2020		EW	JD Aviation	\$65.00				XXX	
6/1/2020	45	F1	Drew Jensen	\$110.00				N348T	
5/1/2020	45	F2	Carry Crist	\$110.00				N30KJ	
4/1/2020	45	F3	J-Tom	\$110.00	11/15/2021		X	N6134P	
11/1/2020	45	F4	Chris Weaver	\$110.00				8038P	
7/1/2020	45	F5	Rod Eigsti	\$110.00	2/4/2021		X	N271RE	
7/1/2020	45	F6	Rod Eigsti	\$110.00	2/4/2021		X	N2458K	
4/1/2020	45	F7	Rod Eigsti	\$110.00	2/4/2021		X	N71RE	
7/1/2020	45	F8	MSR	\$110.00	3/10/2021		X	N3698U	
7/1/2020		FE	Milo Olson	\$65.00				XXX	
4/1/2020		FW	John Chase	\$65.00				XXX	
11/1/2020	45	G1	Chris Weaver	\$110.00				N123JJ	
12/1/2019	45	G2	Cornerstone	\$110.00				N369HC	
2/1/2020	45	G3	Gary Petersen	\$110.00				N787KC	
11/1/2020	45	G4	Cessna 414 LLC	\$110.00				1557T	
4/1/2020	45	G5	PJ Shaw	\$110.00				N7070W	
1/1/2020	45	G6	Dean Hoy	\$110.00				N246DL	
3/1/2020	45	G7	Edwin Krula	\$110.00				N98696	
5/1/2020	45	G8	Bill Corkle	\$110.00				N161R	
4/1/2020		GE	Jeff Mulbery	\$65.00				XXX	
4/1/2020		GW	Michael Mitchell	\$65.00				XXX	

PRELIMINARY / DRAFT FOR REVIEW -12/2020

AIRPORT FACILITY INSPECTION-

TO BE COMPLETED x2 ANNUALLY Due: April 1 & October 1

1. RUNWAY

- Cracks
- Spauling
- Joint sealant
- Soil erosion
- Obstructions

LIGHTING

- Papi
- Reil
- Shoulder

2. TAXIWAY

- Cracks
- Spauling
- Joint Sealant
- Soil erosion

3. GRASS RUNWAY

- Rodent damage
- Soil erosion
- Intersection flushness

4. WINDSOCK

- Lighting
- Condition

5. BEACON

6. RAMP

Cracks

Spauling

Joint sealant

Erosion

Drainage

7. FUEL SERVICE

8. PUBLIC PARKING AND DRIVEWAY

9. BUILDINGS

FBO/MAINTENANCE HANGAR

Shop

Lobby

Public Restrooms

SKY DIVERS HANGAR

AIR METHODS HANGAR

SNOW REMOVAL EQUIPMENT BUILDING

T HANGARS

A

B

C

D

E

F

G

Lessee issues

10. EQUIPMENT

BIDIRECTIONAL TRACTOR

BLADE/BUCKET/ SNOWBLOWER

Next service due:___

JD MOWER

BATWING

PLOW TRUCK- PICKUP

PLOW TRUCK/ OSHKOSH

COURTESY CAR

11. PASTURES/ FENCING

12. PERIMETER FENCE

13. FARM LEASE COMPLIANCE

14. RULES AND REGULATIONS

15. NDA COMPLIANCE ISSUES

16. TENANT ISSUES

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

November 17, 2020



Pete Ricketts, Governor

Mr. Blaine Spanjer, Chairman
Crete Airport Authority
P.O. Box 86
Crete, NE 68333-0086

Subject: Crete Municipal Airport (CEK)
Crete, Nebraska
AIP Project No. 3-31-0022-014-2021
Agency Agreement

Dear Mr. Spanjer:

Currently, we do not have an Agency Agreement on file for this project. Therefore, enclosed are three copies of an agency agreement for this project. This agreement allows the department to act as the airport sponsor's agent for this project, as required by state law. Two copies of a resolution for the project are also enclosed for the Authority's action. Please **return one signed agreement and one resolution.**

The CIP data sheets and a request for federal funds have been forwarded to the Federal Aviation Administration. If you have any questions, please contact Anna Lannin, of the engineering division at your convenience (402-471-7931) or anna.lannin@nebraska.gov.

Sincerely,

NDOT – DIVISION OF AERONAUTICS

Prepared by:

Suman Pusparajah
Engineer I

Enclosures

Kyle Schneweis, P.E., Director

Department of Transportation

1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759

dot.nebraska.gov

OFFICE 402-471-4567

FAX 402-479-4325

NDOT.ContactUs@nebraska.gov

Aeronautics Division

3431 Aviation Road, Ste. 150
PO Box 82088
Lincoln, NE 68501
OFFICE 402-471-2371
FAX 402-471-2906

Navigational Aids Office

Kearney Municipal Airport
5065 Airport Road
Kearney, NE 68847
OFFICE 308-865-5696
FAX 308-865-5697

Resolution No. _____

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE AIRPORT
AUTHORITY OF CRETE, NEBRASKA, SPONSOR OF CRETE MUNICIPAL AIRPORT, HELD
ON _____, 2020.

The following resolution was introduced by _____, read in full, seconded by
_____ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN
AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF
TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-0022-
014-2021 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL
AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR
THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Chairman and members of the Airport Authority of Crete, Nebraska,
that:

1. The Authority of Crete shall enter into an Agency Agreement with the Department
of Transportation, Aeronautics Division for Grant No. 3-31-0022-014-2021 for
the purpose of obtaining Federal assistance for the Airport and that such
agreement shall be set forth hereinbelow.
2. The Chairman of the Airport Authority of Crete is hereby authorized and directed
to execute said Agency Agreement on behalf of the Crete Airport Authority, and
the Secretary is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached
herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, ____ voted yea, and ____ voted nay, and the resolution
therefore was declared passed and approved on _____, 20__.

ATTEST: _____
Secretary

Chairman

AGENCY AGREEMENT**Project No. 3-31-0022-014-2021 (M04)**

This is an agreement between the Crete Airport Authority of Crete, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation- Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Crete Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 17th day of November, 2020.

(SEAL)



Charles B. Corman
Director

Executed by the Airport Sponsor this ___ day of _____, 20__.

RESOLUTION
DO NOT SIGN

Secretary

RESOLUTION
DO NOT SIGN

Chairman

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

The overhead/benefits factor will be determined annually based on an audit performed in accordance with OMB Circular A87, "Cost Principles for State, Local and Indian Tribal Governments".

* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

AGENCY AGREEMENT

Project No. 3-31-0022-014-2021 (M04)

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The Airport Sponsor desires to develop the Crete Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

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- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
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"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 17th day of November, 2020.

(SEAL)



Charles B. Corman
for Director

Executed by the Airport Sponsor this ____ day of _____, 20____.

Secretary

Chairman

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

The overhead/benefits factor will be determined annually based on an audit performed in accordance with OMB Circular A87, "Cost Principles for State, Local and Indian Tribal Governments".

* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

Airport Authority Minutes of Thursday, October 8, 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

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

2. Roll Call

Kirk Keller: Absent
Howard Nitzel: Present
Dan Papik: Present
Zoraida Ramos: Present
Blaine Spanjer: Present

Present: 4, Absent: 1.

Also present: Judi Meyer, City Clerk, Jerry Wilcox, Finance Director, Shaun Krzycki, Chris Corr with Olsson Assoc.

3. Petitions - Communications - Citizen Concerns

4. Items of Business

4.A. Items for discussion

Members discussed holding the fuel point-of-sale for purchase under the grant project and the need for future purchase of a skid loader.

4.B. Review and discuss the Fuel Depot agreement.

Motion to accept the FBO, Fuel Depot, and Manager Agreements as negotiated and to have all three agreements share the same term. Carried with a motion by Dan Papik and a second by Howard Nitzel.

Howard Nitzel: Aye, Dan Papik: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye
Aye: 4, No: 0

Blaine Spanjer stated the agreement will be retroactive to October 1, 2020.

4.C. Discuss Olsson engineering negotiations for FY 2021 grant.

Motion to approve the Record of Negotiations and submit the Record and the proposed engineering agreement to the Nebraska Division of Aeronautics. Carried with a motion by Dan Papik and a second by Zoraida Ramos.

Howard Nitzel: Aye, Dan Papik: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye
Aye: 4, No: 0

Motion to approve Blaine Spanjer to sign the Engineering Agreement with Olsson after approval by the Nebraska Division of Aeronautics. Carried with a motion by Dan Papik and a second by Zoraida Ramos.

Howard Nitzel: Aye, Dan Papik: 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 Dan Papik.

Howard Nitzel: Aye, Dan Papik: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye
Aye: 4, No: 0

Members asked for information about the propane sales line item of the Treasurer's report. Finance Director Jerry Wilcox stated that this is an Air Methods cost in accordance with their lease agreement. The claim is passed on to Air Methods, which reimburses the City. Members requested that the Finance Director direct Air Methods to receive and process this claim within their company.

6.A. Approve Meeting Minutes

6.A.1. Airport Meeting Minutes of September 10, 2020

6.A.2. Airport Special Meeting Minutes of September 24, 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 9:01am.

Recorded by City Clerk Judi Meyer

Airport Authority Minutes of Thursday, November 12, 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

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

2. Roll Call

Kirk Keller: Present
Howard Nitzel: Present
Dan Papik: Present
Zoraida Ramos: Present
Blaine Spanjer: Present

Present: 5. Absent: 0.

3. Petitions - Communications - Citizen Concerns

4. Items of Business

4.A. Consider creating an Airport Annual Inspection form for Spring and Fall to include runways, taxiways, lighting, fences, buildings, fuel equipment, public areas, and roads.

The facilities committee will be working on this item.

4.B. Consider creating and posting an Airport Snow Removal Priority list including NOTAM information levels, helicopter operation, and contact information for special needs.

The facilities committee will be working on this item.

4.C. Crete Airport NDOT Paving Report

Accept the NDOT Paving Report. Carried with a motion by Dan Papik and a second by Zoraida Ramos.

Kirk Keller: Aye, Howard Nitzel: Aye, Dan Papik: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye
Aye: 5, No: 0

4.D. Discuss Air Methods remodel project.

Members brought up several items that may be amended in Air Methods lease - extended lease term, sole use of areas.

4.E. Review farm lease bids and consider selecting lessee.

No bids were received by the City Clerk.

5. Officers' Reports

Shaun reported that Crete Skydiving has cleaned out their hangar and appear to be breaking their lease.

6. Consent Agenda

By consensus the Consent Agenda items will be tabled to the December meeting.

6.A. Approve Meeting Minutes

6.A.1. Airport Authority meeting minutes of October 8, 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 8:52am.

Recorded by City Clerk Judi Meyer

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2020

AIRPORT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
050-4001 PROPERTY TAX - BONDS	1,090.07	1,090.07	25,000.00	23,909.93	4.4
050-4002 HOMESTEAD ALLOCATION	.00	.00	1,000.00	1,000.00	.0
050-4007 MOTOR VEHICLE PRO-RATE	8.17	8.17	50.00	41.83	16.3
050-4102 GAS & DIESEL FUEL SALES	7,073.99	7,073.99	.00	(7,073.99)	.0
050-4107 GS SALES	988.85	988.85	9,775.00	8,786.15	10.1
050-4215 PROPANE SALES	45.90	45.90	.00	(45.90)	.0
050-4909 HANGAR RENT	9,285.00	9,285.00	112,700.00	103,415.00	8.2
050-4913 LEASE - LAND, BLDG., TOWER	45.00	45.00	15,500.00	15,455.00	.3
TOTAL REVENUES	18,536.98	18,536.98	164,025.00	145,488.02	11.3
TOTAL FUND REVENUE	18,536.98	18,536.98	164,025.00	145,488.02	11.3
<u>{EXPENDITURES}</u>					
050-5220 TELEPHONE	121.64	121.64	1,380.00	1,258.36	8.8
050-5330 BUILDING & GROUNDS MAINT.	.00	.00	40,000.00	40,000.00	.0
050-5390 PRINTING, PUBLICATIONS, LEGALS	105.53	105.53	345.00	239.47	30.6
050-5791 VEHICLE/EQUIPMENT REPAIRS	.00	.00	5,750.00	5,750.00	.0
050-5800 VEHICLE/EQUIPMENT FUEL	.00	.00	1,725.00	1,725.00	.0
050-6020 MISC. SUPPLIES	.00	.00	575.00	575.00	.0
050-6190 TRANSFER TO AIRPORT AUTH. FUND	337.00	337.00	.00	(337.00)	.0
050-6199 MANAGER CONTRACT	.00	.00	53,775.00	53,775.00	.0
050-7530 UTILITIES	1,558.36	1,558.36	18,400.00	16,841.64	8.5
050-8500 MISC. OPERATING	.00	.00	575.00	575.00	.0
050-9720 INSURANCE	10,716.00	10,716.00	15,000.00	4,284.00	71.4
050-9860 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
050-9970 DEBT AMORTIZATION	.00	.00	21,000.00	21,000.00	.0
050-9971 BOND INTEREST	.00	.00	4,000.00	4,000.00	.0
TOTAL EXPENDITURES	12,838.53	12,838.53	164,025.00	151,186.47	7.8
TOTAL FUND EXPENDITURES	12,838.53	12,838.53	164,025.00	151,186.47	7.8
NET REVENUE OVER EXPENDITURES	5,698.45	5,698.45	.00	(5,698.45)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING NOVEMBER 30, 2020

AIRPORT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
050-4001 PROPERTY TAX - BONDS	.00	1,090.07	25,000.00	23,909.93	4.4
050-4002 HOMESTEAD ALLOCATION	.00	.00	1,000.00	1,000.00	.0
050-4007 MOTOR VEHICLE PRO-RATE	.00	8.17	50.00	41.83	16.3
050-4102 GAS & DIESEL FUEL SALES	.00	7,073.99	.00	(7,073.99)	.0
050-4107 GS SALES	.00	988.85	9,775.00	8,786.15	10.1
050-4215 PROPANE SALES	.00	45.90	.00	(45.90)	.0
050-4909 HANGAR RENT	3,585.00	12,870.00	112,700.00	99,830.00	11.4
050-4913 LEASE - LAND, BLDG., TOWER	.00	45.00	15,500.00	15,455.00	.3
TOTAL REVENUES	3,585.00	22,121.98	164,025.00	141,903.02	13.5
TOTAL FUND REVENUE	3,585.00	22,121.98	164,025.00	141,903.02	13.5
<u>{EXPENDITURES}</u>					
050-5220 TELEPHONE	124.32	245.96	1,380.00	1,134.04	17.8
050-5330 BUILDING & GROUNDS MAINT.	31.26	31.26	40,000.00	39,968.74	.1
050-5390 PRINTING, PUBLICATIONS, LEGALS	10.64	116.17	345.00	228.83	33.7
050-5791 VEHICLE/EQUIPMENT REPAIRS	254.41	254.41	5,750.00	5,495.59	4.4
050-5800 VEHICLE/EQUIPMENT FUEL	.00	.00	1,725.00	1,725.00	.0
050-6020 MISC. SUPPLIES	.00	.00	575.00	575.00	.0
050-6190 TRANSFER TO AIRPORT AUTH. FUND	.00	337.00	.00	(337.00)	.0
050-6199 MANAGER CONTRACT	3,333.34	3,333.34	53,775.00	50,441.66	6.2
050-7530 UTILITIES	1,005.49	2,563.85	18,400.00	15,836.15	13.9
050-8500 MISC. OPERATING	.00	.00	575.00	575.00	.0
050-9720 INSURANCE	.00	10,716.00	15,000.00	4,284.00	71.4
050-9860 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
050-9970 DEBT AMORTIZATION	.00	.00	21,000.00	21,000.00	.0
050-9971 BOND INTEREST	.00	.00	4,000.00	4,000.00	.0
TOTAL EXPENDITURES	4,759.46	17,597.99	164,025.00	146,427.01	10.7
TOTAL FUND EXPENDITURES	4,759.46	17,597.99	164,025.00	146,427.01	10.7
NET REVENUE OVER EXPENDITURES	(1,174.46)	4,523.99	.00	(4,523.99)	.0

Report Criteria:

Report type: Summary
 Check.Type = {<>} "Adjustment"
 Bank.Bank number = 5

Check Issue Date	Check Number	Payee	Description	Amount
11/01/2020	5072	ELEVATE AIR SERVICE LLC	AIRPORT MANAGEMENT	3,333.34
11/12/2020	5073	CRETE ACE HARDWARE (AIRPORT)	BLDG & GRND MAINT	31.26
11/12/2020	5074	NAPA AUTO PARTS (AIRPORT)	VEHICLE REPAIR	154.41
11/12/2020	5075	PO'S REPAIR	REPAIR BLADE	100.00
11/12/2020	5076	SAPP BROS PETROLEUM	PROPANE	110.79
11/12/2020	5077	SAPP BROS, INC - LINCOLN	PROPANE	147.70
11/12/2020	5078	SEWARD COUNTY INDEPENDENT	MEETING NOTICE-AIRPORT	10.64
11/12/2020	20208100	CITY REVENUE FUND (UTILITY)	UTILITIES-AIRPORT	19.89
11/12/2020	20208101	NORRIS PUBLIC POWER DISTRICT (ACH)	UTILITIES	727.11
11/12/2020	20208102	WINDSTREAM	PHONE-AIRPORT	124.32
Grand Totals:				4,759.46

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
050-3000	.00	4,759.46-	4,759.46-
050-5220	124.32	.00	124.32
050-5330	31.26	.00	31.26
050-5390	10.64	.00	10.64
050-5791	254.41	.00	254.41
050-6199	3,333.34	.00	3,333.34
050-7530	1,005.49	.00	1,005.49
101-3000	.00	.00	.00
Grand Totals:	4,759.46	4,759.46-	.00

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Bank number = 5

Check Issue Date	Check Number	Payee	Description	Amount
11/30/2020	5079	ELEVATE AIR SERVICE LLC	AIR METHODS FUEL PAYMENT	6,462.83
12/01/2020	5080	ELEVATE AIR SERVICE LLC	BUILDING REPAIRS	3,548.05
12/10/2020	5081	CRETE ACE HARDWARE	DRILL BIT AND CAULKING	.00
12/10/2020	5082	CRETE ACE HARDWARE (AIRPORT)	AIR COMPRESSOR	744.99
12/10/2020	5083	ELEVATE AIR SERVICE LLC	LIFT RENTAL	.00
12/10/2020	5084	NE ASSOCIATION OF AIRPORT OFFICIALS	MEMBERSHIP	250.00
12/10/2020	5085	ROEHR'S MACHINERY INC	SNOW BLADES	3,362.00
12/10/2020	5086	SAPP BROS PETROLEUM	PROPANE	444.50
12/10/2020	5087	SEWARD COUNTY INDEPENDENT	MEETING NOTICE-AIRPORT	10.64
12/10/2020	5088	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	55.56
12/10/2020	5089	ELEVATE AIR SERVICE LLC	LIFT RENTAL	271.76
12/10/2020	20208112	CITY REVENUE FUND (WATER)	WATER	19.89
12/10/2020	20208113	NORRIS PUBLIC POWER DISTRICT (ACH)	ELECTRICITY	844.72
12/10/2020	20208114	WINDSTREAM	PHONE-AIRPORT	121.13

Grand Totals:

16,136.07

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
050-3000	290.92	16,426.99-	16,136.07-
050-4904	6,462.83	.00	6,462.83
050-5220	121.13	.00	121.13
050-5330	1,530.98	299.52-	1,231.46
050-5390	10.64	.00	10.64
050-5791	3,362.00	.00	3,362.00
050-6199	3,333.34	.00	3,333.34
050-7530	1,364.67	.00	1,364.67
050-8500	250.00	.00	250.00
Grand Totals:	16,726.51	16,726.51-	.00