

Airport Authority Meeting
Thursday, March 11, 2021 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. Consider bid for gutter heater.
- B. Consider Resolution 2021-1AA regarding NDOT Agency Agreement for AIP Project No. 3-31-0022-015-2021.
- C. Consider setting a bid opening date for Project 3-31-0022-014-2021.
- D. Consider approval of documents related to acceptance of Project #3-31-0022-014-2021.
- E. Review and discuss past due leases.
- F. Update on utility billing.
- G. Discuss Air Method building pipe and electrical issues.
- H. Review and discuss status of lessees' proof of insurance.

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.
- A. Airport Manager Report
- B. Authority Chair and Member Reports

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 February 11, 2021.
 - 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.



EMPIRE
ELECTRIC, INC.

1066 S. 4th Rd. Douglas, NE 68344

BID PROPOSAL

TO: Crete Municipal Airport
2429 County Road "F"
Crete, NE 68333

Mick Ray - Owner
(402) 580-5669 - Cell
mick@empireelectricinc.com

DATE: 02/22/2021

QUOTE #: 21-CC-119

PROJECT: Crete Airport – Heat Trace Power

Casey Springer - Estimator

(402) 209-3773 - Cell

casey@empireelectricinc.com

Inclusions & Exclusions	Total
<p><u>BASE BID:</u></p> <p>(INCLUSIONS):</p> <ul style="list-style-type: none">• Electrical Permit.• Supply and Install (1) ¾" EMT home run from the 300A panel in the snow plow hanger, to the mechanical room in the living quarters South of the Star Care Helicopter hanger.• Supply and Install (3) 1" EMT raceways from the mechanical room in living quarters to each of the three roof drain downspouts, in the living quarters building. (Raceways will be in the ceiling of the living quarters.)• Supply and Install (1) 15A breaker in the existing 300A panel, located in the snow plow hanger.• Fire caulk any penetrations of conduit, that will be routed through any fire walls of the hangers.• Supply and Install all conduit, back boxes, and circuitry for complete installation of the base bid items, listed above.• Scissor Lift Rental	\$2,450.00

<p>(EXCLUSIONS):</p> <ul style="list-style-type: none"> • Aid-to-Construction Costs (If applicable). • Electrical demolition unless shown on electrical drawings or if design-build, noted above. • Provision or installation of any circuits, equipment or devices other than those shown on electrical drawings or if design-build, listed above. • Concrete, Asphalt, Drywall Cutting & Patching (if applicable). • Painting (if applicable). • Dumpster and haul off of debris. <p><i>*Any additional costs resulting from changes made by the owner or Electrical Inspector shall be added to this bid proposal.</i></p> <p><i>**This proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization (WHO) and the corresponding governmental orders and/or regulations. This clause applies as it relates to Empire Electric's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. Empire Electric will keep you apprised if this situation develops and all parties to this proposal will be contacted. Empire Electric welcomes the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.).</i></p>	
<p>TOTAL:</p>	<p>\$2,450.00</p>

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

February 25, 2021

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. 3-31-0022-015-2021
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

MAILING ADDRESS

PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Highway 2
Lincoln, NE 68502

PHONE 402-471-4567

EMAIL 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

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

dot.nebraska.gov

AGENCY AGREEMENT
CRRSA Act-Only Funded Non-Development Grant

Grant No. 3-31-0022-015-2021

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, Aeronautics Division, hereinafter referred to as the "Department," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

WHEREAS, the Coronavirus Disease 2019 (COVID-19), has resulted in significant damage to the economy of the United States. In response, the US Congress has passed an economic rescue package called The Coronavirus Response and Relief Supplemental Appropriations Act; known as the CRRSA Act; and

WHEREAS, the Federal Aviation Administration (FAA) has received funding from the United States general fund, pursuant to the CRRSA Act, to assist airports in defraying a portion of that economic damage in the form of 100% grants to be used for any lawful purpose for which airports are currently able to use their funds; and

WHEREAS, the Airport Sponsor desires to utilize CRRSA Act funding for lawful purposes other than airport planning, development, construction, or maintenance.

THEREFORE, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

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 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 CRRSA Act grant, are as follows:

- A. The Department 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 2012, Cumulative Supp. 2018, and Supp. 2019), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable grant costs, the Department shall reimburse itself for any such advancement out of

such federal funds thereafter received.

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

- C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the grant. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Department 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 contracts and agreements arising from the Airport Sponsor's use of CRRSA Act funds, and all amendments to these items. Aside from the matters so reserved, the Department 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 grant.
- E. The Department agrees to furnish 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", free of charge.

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.

"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 grant.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 25th day of February, 2021.

(SEAL)





 Director

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

Secretary

Chairman

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Prepare and secure execution of Applications for Federal Assistance and associated documents.
2. Prepare and process program changes.
3. Process Grant Agreements and amendments.
4. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
5. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
6. Prepare and/or process other federal documents not otherwise specifically covered above.

Resolution No. _____

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE AIRPORT AUTHORITY OF CRETE, NEBRASKA, SPONSOR OF CRETE MUNICIPAL AIRPORT, HELD ON _____, 2021.

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. 3-31-0022-015-2021 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL NON-DEVELOPMENT ECONOMIC ASSISTANCE FOR THE AIRPORT UNDER THE PROVISIONS OF THE FEDERAL CRRSA ACT:

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. 3-31-0022-015-2021 for the purpose of obtaining Federal non-development economic 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
CRRSA Act-Only Funded Non-Development Grant

Grant No. 3-31-0022-015-2021

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WHEREAS, the Coronavirus Disease 2019 (COVID-19), has resulted in significant damage to the economy of the United States. In response, the US Congress has passed an economic rescue package called The Coronavirus Response and Relief Supplemental Appropriations Act; known as the CRRSA Act; and

WHEREAS, the Federal Aviation Administration (FAA) has received funding from the United States general fund, pursuant to the CRRSA Act, to assist airports in defraying a portion of that economic damage in the form of 100% grants to be used for any lawful purpose for which airports are currently able to use their funds; and

WHEREAS, the Airport Sponsor desires to utilize CRRSA Act funding for lawful purposes other than airport planning, development, construction, or maintenance.

THEREFORE, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

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 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 CRRSA Act grant, are as follows:

- A. The Department 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 2012, Cumulative Supp. 2018, and Supp. 2019), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable grant costs, the Department shall reimburse itself for any such advancement out of

such federal funds thereafter received.

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

- C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the grant. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Department 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 contracts and agreements arising from the Airport Sponsor's use of CRRSA Act funds, and all amendments to these items. Aside from the matters so reserved, the Department 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 grant.
- E. The Department agrees to furnish 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", free of charge.

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

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

"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 grant.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 25th day of February, 2021.

(SEAL)





 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. Prepare and secure execution of Applications for Federal Assistance and associated documents.
2. Prepare and process program changes.
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6. Prepare and/or process other federal documents not otherwise specifically covered above.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT:
AIRPORT:
1. Objective:
2. Benefits Anticipated:
3. Approach: (See approved Scope of Work in Final Application)
4. Geographic Location:
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number)

Please wait...

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March 5, 2021

**Crete Skydiving Center 91803
PO Box 581
Crete, NE 68333**

RE: Vacation of Hangar and Past Due Balance

Crete Skydiving Center,

According to the City of Crete's records, the most recent lease between the Skydiving Center and the Airport Authority has terminated, and a new lease, which was prepared last year, was never fully executed. Since the termination of the lease, both parties have acted as if a lease existed between them, which has created an implied contract.

The Skydiving Center provided notice to the Chairman of the Airport Authority Board that the leased hangar would be vacated by February 1, 2021. This did not occur. The Skydiving Center has until March 31, 2021 to fully vacate the hangar or the City of Crete and the Airport Authority will begin eviction proceedings.

In addition, the Skydiving Center is currently past due on rent and utility payments in the amount of \$6,536.47. This amount must be remitted in full or a repayment plan must be entered into by March 31, 2021, or the Airport Authority will pursue any available legal remedy to recover the balance due.

If you have any questions or would like to make arrangements, please contact the Crete Municipal Airport at (402) 826-4408 or Jerry Wilcox, Airport Authority Treasurer, at (402) 826-4315.

Respectfully,

A handwritten signature in blue ink that reads "Kyle Manley". The signature is fluid and cursive, with a large loop at the end.

Kyle Manley
City Attorney

cc: City of Crete Airport Authority Board; Jerry Wilcox

Meter #	Location
1224	In Utility Room
1140	Under Beacon
1056	Hangar #3
1174	Hangar #2
14143	On Main Pole
217	Hangar #1

Airport Authority pays entire bill from Norris Public Power
Historically billed for reimbursement of electricity:

		Approximate % of Total Bill
FBO	Hangar #2 +	48%
Skydivers	Hangar #3	9%
Air Methods	Hangar #1	7.50%
Airport Authority		35.50%

3/10/2021

Hangar Leases without Insurance certificate on file

E7	Terry Anderson
E3	Jesse Angell
G4	Cessna 414 LLC
FW	John Chase
A2	Arlyn Copley
E6	Bill Corkle
G8	Bill Corkle
F2	Carry Crist
DW	Tom Demars
E4	Eagle Aero
C7	Emrich Aerial
C1	Samual Greenfield
B8	Jaris Hennerberg
EW	JD Aviation
F1	Drew Jensen
B6	Matthew Johnson
C5	Brett Jungren
D8	Rick Kunze
E1	RJ Lehr
BW	Jonathon Lopez
C2	Pete Mariniello
GW	Michael Mitchell
A5	More Than Games
GE	Jeff Mulbery
E8	Paul Mussman
A3	Calvin Olson
FE	Milo Olson
E2	Ed Printz
BE	Wayne Riley
B3	Darcie Ross
#3	CRETE SKYDIVING
A1	Ray Slama
C3	Bill Stuckenholtz
A6	Bill Stuckenholtz
F4	Chris Weaver
G1	Chris Weaver



AIRPORT AUTHORITY MEETING

February 11, 2021 at 8:15 AM

Crete Library Community Room, 1515 Forest Ave

MINUTES

OPEN MEETING

Airport Authority Chair Blaine Spanjer called the meeting to order at 8:33am.

ROLL CALL

PRESENT

Blaine Spanjer
Kirk Keller
Zoraida Ramos

ABSENT

Dan Papik
Howard Nitzel

PETITIONS – COMMUNICATIONS – CITIZEN CONCERNS

ITEMS OF BUSINESS

1. AIP Project 3-31-0022-014 Progress Estimate/Invoice
Motion to approve the AIP Project 3-31-0022-014 Progress Estimate/Invoice made by Keller, Seconded by Ramos.

Voting Yea: Spanjer, Keller, Ramos
2. Discussion regarding Hangar #3 - removal of Crete skydiving, new lease rate, leasing as a corporate hangar, etc.
Crete Skydiving is over \$6K past due. There are several parties interested in leasing the unit. Shaun is to get some comparison rates.
3. Discuss End-Unit lease insurance terms.
Motion to amend the End Unit lease agreement reducing the insurance terms to \$300K minimum insurance, lessee must submit a copy of the policy, and remove the requirement of additional insured made by Ramos, Seconded by Keller.

Voting Yea: Spanjer, Keller, Ramos

Blaine Spanjer will discuss these changes with the City Attorney.

4. Discuss past due lease payments.
Members discussed the status of lease payments and occupancies. No action taken.
5. Airport Authority Annual Audit FY Ending July 31, 2020.
Motion to accept the Airport Authority Annual Audit FY Ending July 31, 2020 made by Ramos, Seconded by Keller.

Voting Yea: Spanjer, Keller, Ramos

OFFICERS' REPORTS

6. Airport Manager Report
Shaun reported on the continuing issue with frozen pipes in the Air Methods unit.
7. Authority Chair and Member Reports

CONSENT AGENDA

Motion to approve the Consent Agenda items, with the addition of the NAPA invoice of \$45.98 made by Ramos, Seconded by Keller.

Voting Yea: Spanjer, Keller, Ramos

8. Airport Authority meeting minutes of January 14, 2021.
9. City Treasurer's Report
10. Payment of Claims Against the Airport Authority

ADJOURNMENT

The meeting was adjourned at 9:10am.

CITY OF CRETE
BALANCE SHEET
FEBRUARY 28, 2021

AIRPORT

ASSETS

050-1000	CASH	(15,949.90)	
050-1010	CASH IN BANK - AIRPORT		221,262.60	
050-1200	CASH AT CO TREAS.		575.66	
050-1265	A.R. - FUEL		5,102.51	
050-1270	ACCOUNTS RECEIVABLE		65,336.51	
050-1290	SALES TAX RECEIPTS RECEIVABLE	(1,500.00)	
050-1510	INV./FUEL OIL, LUBE OIL, SALT		21,171.81	
050-1800	PREPAID INSURANCE		5,098.39	
050-2010	LAND & LAND RIGHTS		397,514.12	
050-2012	APRON PAVING		12,245.00	
050-2100	BUILDINGS		3,224,076.51	
050-2110	PARKING LOT		19,903.75	
050-2115	RUNWAY PAVING		645,454.23	
050-2120	TAXIWAY PAVING		2,355,172.27	
050-2200	WATER SYSTEM		21,894.32	
050-2210	EQUIPMENT		4,500.00	
050-2405	NAV-AID EQUIPMENT		541,893.37	
050-2410	FUEL HANDLING EQUIPMENT		92,616.64	
050-2600	OFFICE FURN./EQUIP		10,331.53	
050-2900	ACCUM. DEPR. - GEN. PLANT	(4,165,577.23)	
	TOTAL ASSETS			3,461,122.09

LIABILITIES AND EQUITY

LIABILITIES

050-3000	ACCOUNTS PAYABLE	(1,760.85)	
050-3075	OTHER PAYABLE		9,125.53	
050-3300	BONDS PAYABLE		71,000.00	
050-3600	AVIATION PAYABLE		28,834.58	
	TOTAL LIABILITIES			107,199.26

FUND EQUITY

050-3900	CITY OF CRETE EQUITY		3,272,336.68	
	REVENUE OVER EXPENDITURES - YTD		81,586.15	
	BALANCE - CURRENT DATE		3,353,922.83	
	TOTAL FUND EQUITY			3,353,922.83
	TOTAL LIABILITIES AND EQUITY			3,461,122.09

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2021

AIRPORT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
050-4001	.00	3,366.38	25,000.00	21,633.62	13.5
050-4002	.00	.00	1,000.00	1,000.00	.0
050-4007	.00	23.21	50.00	26.79	46.4
050-4051	174.02	174.02	.00	(174.02)	.0
050-4102	.00	42,806.86	.00	(42,806.86)	.0
050-4107	531.78	4,489.82	9,775.00	5,285.18	45.9
050-4215	492.80	234.80	.00	(234.80)	.0
050-4904	30,000.00	39,750.37	.00	(39,750.37)	.0
050-4909	4,860.00	33,810.00	112,700.00	78,890.00	30.0
050-4913	.00	6,591.06	15,500.00	8,908.94	42.5
TOTAL REVENUES	36,058.60	131,246.52	164,025.00	32,778.48	80.0
TOTAL FUND REVENUE	36,058.60	131,246.52	164,025.00	32,778.48	80.0
<u>{EXPENDITURES}</u>					
050-5220	121.30	610.52	1,380.00	769.48	44.2
050-5330	1,680.25	5,229.84	40,000.00	34,770.16	13.1
050-5382	.00	1,982.00	.00	(1,982.00)	.0
050-5390	11.05	159.96	345.00	185.04	46.4
050-5791	1,288.95	5,230.37	5,750.00	519.63	91.0
050-5800	420.00	420.00	1,725.00	1,305.00	24.4
050-6020	.00	.00	575.00	575.00	.0
050-6190	.00	337.00	.00	(337.00)	.0
050-6199	3,333.34	13,333.36	53,775.00	40,441.64	24.8
050-7530	2,632.39	7,711.32	18,400.00	10,688.68	41.9
050-8500	.00	250.00	575.00	325.00	43.5
050-9720	.00	10,716.00	15,000.00	4,284.00	71.4
050-9860	2,900.00	2,900.00	1,500.00	(1,400.00)	193.3
050-9970	.00	.00	21,000.00	21,000.00	.0
050-9971	780.00	780.00	4,000.00	3,220.00	19.5
TOTAL EXPENDITURES	13,167.28	49,660.37	164,025.00	114,364.63	30.3
TOTAL FUND EXPENDITURES	13,167.28	49,660.37	164,025.00	114,364.63	30.3
NET REVENUE OVER EXPENDITURES	22,891.32	81,586.15	.00	(81,586.15)	.0