

Airport Advisory Board Meeting
Thursday, February 9, 2023 8:15 AM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

2. Roll Call

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

3. 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.

3.A. Update on eviction of tenant that has belongings stored in A6.

3.B. Update on Wind Cone Replacement Project by IES Commercial.

3.C. Make a recommendation to the City Council on adopting the Disadvantage Business Enterprises Program for 2022, 2023 & 2024.

3.D. Make a recommendation to the City Council on executing the Assignment and Assumption Agreement.

3.E. Discuss long term vision, planning and privatization.

3.F. Discuss the Airport Improvement Plan.

4. Officers' Reports

- Reports may be given by Officers, City Departments, Committees, or Board 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.

4.A. Airport Manager Report

4.A.1. Update on Hangar #2 HVAC units and the Hangar #1 roof drains.

5. 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.



IES Commercial, Inc.
120 S. Lincoln
P.O. Box 27
Holdrege, NE 68949
T: 308 995 4462
F: 308 995 8771
www.ies-co.com

Date: January 10, 2023

Attention: Shaun Krzycki
Crete Municipal Airport
2429 County Road F
Crete, NE 68333

P: (402) 310-6124
F:
E: shaun@eascek.com

Reference: *Crete Airport Wind Cone Replacement Project*

We propose to provide the necessary materials, labor, equipment, and tools to perform the electrical scope of work on the *Crete Airport Wind Cone Replacement Project* as described in this proposal for the sum of:

Base Bid **\$11,758.00**
(*Eleven thousand seven hundred fifty eight and 00/100 US Dollars*)

Please reference our attached Clarifications, Inclusions, Exclusions, Terms and Conditions for additional information. We appreciate the opportunity to work with your team on this project.

If you have any questions or need any additional information, please do not hesitate to contact me.

A handwritten signature in black ink that reads 'Joel Wiedeman'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Joel Wiedeman
Service Manager/Project Manager/Estimator
IES Commercial Inc.
3000 Old Hadar Road
Norfolk, NE 68701
P: (402) 371-5181
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joel.wiedeman@iesci.net
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Clarifications, Inclusions, and Exclusions

Clarifications

1. Price based on IES to furnish and install one (1) replacement wind cone.
 - a. Will match the existing wind cone as we can no longer get spare parts for the existing wind cone.
 - b. LED lights.
 - c. Re-use concrete base and anchor bolts.
 - d. Includes removal and disposal of old wind cone.
2. **LEAD TIME IS AROUND 6 WEEKS. HOWEVER, SUBJECT TO CHANGE.**
3. Work to be done during normal business hours.
4. This price is based on previously discussed construction schedule of ***** and excludes costs stemming from deviations from the schedule at bid time.
5. This quote is based on copper and aluminum COMEX pricing at \$4.00lb and 1"IMC is \$114.85 per 100'. Quote subject to change at time of purchase on these materials. Any and all escalations on materials due to price increases and tariff taxes are excluded.
6. Sufficient storage space will be provided at no cost to us to store material and equipment.
7. If performance and payment Bond is required add 1% to base bid.
8. Pricing firm on date of proposal only.
9. This quote is conditioned upon the use of a contract acceptable to IES.
10. IES reserves the right to modify or negotiate the final contract.

Inclusions

1. Sales tax at a rate of 0.0%. We will need a current set of tax-exempt forms 13 and 17 from the airport.
2. Electrical permits and fees.
3. All trenching for electrical under normal digging conditions (Removal of boulders, concrete, or any other unforeseen materials other than dirt not included).

Exclusions

1. Utility Company, Electrical Service Provider, and Telephone Service Provider's fees and charges.
2. Consequential damages, direct damages, indirect damages, liquidated damages or economic loss of any kind.
3. Energized Electrical Hot work.
4. Dewatering.
5. Landscaping.
6. Directional Boring.
7. Cutting and Patching of concrete, asphalt, gypsum board, and all other surfaces.
8. All formed concrete.
9. Painting.
10. Handling or disposing of hazardous materials.
11. Final cleaning for owner occupation. We will clean up our construction materials per our normal practice and dispose waste to construction container or trash facility provided by others.
12. All roof patching and repairs.



Terms and Conditions:

1. Our pricing reflects sufficient allotment of time for installation of electrical systems, prior to placement of but not limited to concrete slabs, wall or ceiling covering
2. All equipment furnished by owner or other contractors must be supplied with all necessary accessories (i.e.-fuses, lamps, thermal overloads, circuit breakers, etc...), supplied in a timely manner, and comply with all required codes
3. This proposal is based upon a material and workmanship warranty of one year
4. Written notification of acceptance of this proposal prior to any contractual performance by IES Commercial.
5. IES Commercial will not indemnify, defend, hold harmless the owner, general contractor or other parties for their negligence.
6. This proposal excludes the assumption of risk of nonpayment to the general contractor.
7. Scheduled overtime due to delays in work caused by other trades
8. Under no circumstances shall Bidder be liable for consequential damages arising from this work.
9. Payments shall be made each thirty days as the work progresses. The entire amount of the contract shall be paid within thirty days after completion.
10. Service and Finance Charges are applicable on past due accounts at the rate of 1 ½ percent per month on amounts thirty (30) days past due, which is equal to an annual percentage rate of 18 percent. Such charges are shown as "service charge".
11. Any alteration or deviation from the above specifications involving extra cost of material and/or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.
12. The contractual agreement from acceptance of this Proposal is to be based on the AIA Document A401-2017 Standard Form of Agreement Between Contractor and Subcontractor. All terms and conditions of this Proposal are to be incorporated by reference in such Agreement. "It is IES policy not to accept consequential damages, indirect damages, or liability for economic loss of any kind." IES reserves the right to modify or negotiate these terms from our contracts.
13. To the extent IES's scope of work is delayed or otherwise impacted due to events outside of IES's control, including but not limited to Acts of God, epidemics, pandemics and/or global health emergencies, illness of Contractor's workforce, global supply chain issues, restrictions on activities or travel by any local, county, state or federal governmental order and/or unavailability of labor, materials, supplies, parts or other products due to such events, IES will be entitled to an adjustment in the contract schedule and potentially contract pricing should any schedule adjustment or impact on materials and equipment availability impact IES's costs to perform its scope as originally bid
14. **Note: This Proposal may be withdrawn by us if not accepted within 7 days of proposal date.**

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

PROGRAM

FOR FAA FISCAL YEARS 2022, 2023 & 2024

Crete Municipal Airport

Crete, Nebraska

January 3, 2023

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Crete Municipal Airport

Crete, Nebraska

January 2023

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The **City of Crete**, Crete, Nebraska, Sponsor of Crete Municipal Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (U.S. DOT), 49 CFR Part 26. The **City of Crete** has received Federal financial assistance from the U.S. Department of Transportation, and as a condition of receiving this assistance, the **City of Crete** has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the **City of Crete** to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in U.S. DOT–assisted contracts. It is also the **City of Crete's** policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of U.S. DOT- assisted contracts.
2. Create a level playing field on which DBEs can compete fairly for U.S. DOT-assisted contracts.
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. Help remove barriers to the participation of DBEs in U.S. DOT assisted contracts;
6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Tom Ourada, City Administrator, has been delegated as the DBE Liaison Officer. In that capacity, **Tom Ourada, City Administrator** is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the **City of Crete** in its financial assistance agreements with the Department of Transportation.

The **City of Crete** has disseminated this policy statement to the **City of Crete's governing officials** and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on **City of Crete** U.S. DOT-assisted contracts. The distribution was accomplished by **inclusion in bid specifications**.

Mayor: _____

Date: _____

GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3 Applicability

The **City of Crete** is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The **City of Crete** will use terms in this program that have their meanings defined in Part 26, §26.5.

Section 26.7 Non-discrimination Requirements

The **City of Crete** will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the **City of Crete** will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to NDOT

The **City of Crete** will provide data about its DBE Program to the Department as directed by U.S. DOT operating administrations.

DBE participation will be reported to Nebraska Department of Transportation - Division of Aeronautics (NDOT-A) as follows:

The **City of Crete** will transmit to **NDOT-A** annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Appendix B to Part 26. The **City of Crete** will similarly report the required information about participating DBE firms. All reporting will be done through the **NDOT-A** official reporting system, or another format acceptable to **NDOT-A** as instructed thereby.

Bidders List

The **Nebraska Department of Transportation – Division of Aeronautics (NDOT-A)**, acting as agent for the **City of Crete**, will create a bidders list, consisting of information about all DBE and

non-DBE firms that bid or quote on U.S. DOT-assisted contracts. The purpose of this requirement may allow use of the bidder's list approach to calculate overall goals. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of firms.

We will collect this information by requesting that prime bidders report the names and addresses of all firms who quote to them on subcontracts. We will collect this information using forms included in **Attachment 3**.

Records retention and reporting:

The **City of Crete** will maintain records documenting a firm's compliance with the requirements of this part. At a minimum, the **City of Crete** will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of the **City of Crete** financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13 Federal Financial Assistance Agreement

The **City of Crete** has signed the following assurances, applicable to all U.S. DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement the **City of Crete** signs with a NDOT operating administration (or a primary recipient) will include the following assurance:

The **City of Crete** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The **City of Crete** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts. The **City of Crete's** DBE program, as required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the **City of Crete** of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: The **City of Crete** will ensure that the following clause is included in each U.S. DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of U.S. DOT-assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The **City of Crete** is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. The **City of Crete** is not eligible to receive U.S. DOT financial assistance unless U.S. DOT has approved this DBE program and the **City of Crete** is in compliance with it and Part 26. The **City of Crete** will continue to carry out this program until all funds from U.S. DOT financial assistance have been expended. The **City of Crete** does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for U.S. DOT approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for the **City of Crete**:

Name: Tom Ourada, City Administrator
Address: 243 East 13th Street
City: Crete, Nebraska 68333
Telephone: (402) 826-4312
Email: tom.ourada@crete.ne.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the **City of Crete** complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the **Mayor of the City of Crete** concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in **Attachment 2** to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. However, the **City of Crete** does not have a dedicated civil rights department. The **City of Crete** uses staff from NDOT-A and the **Nebraska Department of Transportation (NDOT)** Civil Rights Office for guidance on matters concerning the DBE program and to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by U.S. DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the **City of Crete's** progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
- ~~9. Chairs the DBE Advisory Committee.~~
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
- ~~12. Plans and participates in DBE training seminars.~~
- ~~13. Acts as liaison to the Uniform Certification Process.~~
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
- ~~15. Maintains the agency's updated directory on certified DBEs.~~

NOTES*

Item 9: Given the very small size of the Sponsor organization, there is no defined DBE Advisory Committee. The DBELO does, however, advise the entire organization on DBE matters and achievements, per Item 8.

Item 12: Given the very small size of the Sponsor organization, the organization does not have the resources to plan and participate in DBE training seminars. For this duty or responsibility, the organization relies on the resources of the NDOT and their Civil Rights Office to provide appropriate training opportunities.

Item 13: Per Section 26.31 below, the Sponsor is a non-certifying member of the Nebraska Unified Certification Program (UCP). As a non-certifying, or Signatory, member, the Sponsor agrees to

designate the NDOT Highway Civil Rights Office (HCRO) as the sole certifying agency of the NUCP.

Item 15: Per Sections 26.31, the **City of Crete** is a non-certifying member of the Nebraska Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31. This is the directory used by the Sponsor.

Section 26.27 DBE Financial Institutions

It is the policy of the **City of Crete** to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on U.S. DOT-assisted contracts to make use of these institutions.

Utilizing a list of Nebraska banks provided by the Nebraska Department of Banking and Finance, we determined that there are four (4) banks in Crete as of June 21, 2021: City Bank & Trust Co., Great Western Bank, Pinnacle Bank, Union Bank and Trust Company. Following the process used by the Nebraska Department of Transportation, the **City of Crete** investigated the availability of socially and economically disadvantaged financial institutions in Nebraska, including the 4 institutions noted above, using the following reports/lists:

- Federal Deposit Insurance Corporation 2019 report to Congress “Preservation and Promotion of Minority Depository Institutions”
(<https://www.fdic.gov/regulations/resources/minority/congress/report-2019/2-summary-profile.pdf>)
- Federal Deposit Insurance Corporation Minority Depository Institutions List
(<https://www.fdic.gov/regulations/resources/minority/mdi.html>)
- Federal Deposit Insurance Corporation Minority Depository Institutions MDI and CDFI Ban Locator (<https://fdic-gis.maps.arcgis.com/apps/webappviewer/index.html?id=76c05acdf50f4e3db35cd042103e998e>)
- Office of the Comptroller of the Currency Minority and Women-Owned Depository List (<https://www.occ.treas.gov/topics/consumers-and-communities/minority-outreach/locations-list-view-minority.html?category=ho&type=people>)

From this review, only one depository institution in the state, The First National Bank of Gordon, is noted on the Office of the Comptroller of the Currency’s Minority and Women-Owned Depository list, as a Women Owned business. No other lists included the First National Bank of Gordon, or any other socially or economically disadvantaged financial institutions. None of the 4 local institutions noted above were listed on any minority list.

According to Part 26.27, the **City of Crete** is required to “thoroughly investigate ... financial institutions ... in your community.” Crete is a city with a population of less than 8,000. It is located in an area with no suburbs. The **City of Crete** constitutes the **City of Crete’s** community. The **City of Crete** has investigated all financial institutions within their community and thus met the requirements of Part 26.27.

The **City of Crete’s** community under 26.27 and the **City of Crete’s** market area under 26.45 are not the same areas. Due to the area’s low population density, contractors typically travel hundreds of miles to participate on U.S. DOT-assisted contracts. Therefore, the **City of Crete’s** market area that was used to establish their overall DBE goal is discussed in **Attachment 5**. It would be impractical, infeasible and unreasonable for the **City of Crete** to use a financial institution outside of their community.

Section 26.29 Prompt Payment Mechanisms

The **City of Crete** requires that all subcontractors performing work on U.S. DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the **City of Crete** established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor’s receipt of each payment from the **City of Crete**.

The **City of Crete** ensures prompt and full payment of retainage from the prime contractor to the subcontractor within no later than 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the **City of Crete** has selected the following method to comply with this requirement:

(1) We will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

To implement this measure, the **City of Crete** includes the following clause from FAA Advisory Circular 150/5370-10 in each U.S. DOT-assisted prime construction contract:

(a) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the **City of Crete**. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **City of Crete**. This clause applies to both DBE and non-DBE subcontractors.

(b) In the event of noncompliance with this provision, the **City of Crete** may impose appropriate penalties in accordance with terms and conditions of this contract.

(c) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

Section 26.31 Directory

The **City of Crete** is a non-certifying member of the Nebraska Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31. The directory is available from:

Minority Business Coordinator
Nebraska Department of Transportation
P.O. Box 94759
Lincoln, NE 68509
402-479-3728
<https://dot.nebraska.gov/business-center/civil-rights/>

The directory lists firms that have passed NDOT's certification process. The listing includes the firm's name, address, phone number and the type of work the firm has been certified to perform as a DBE. NDOT updates the directory at least quarterly.

Section 26.33 Over-concentration

The **City of Crete** has not identified that over-concentration exists the types of work that DBEs perform and has not implemented a Business Development Program

Section 26.35 Business Development Programs

The **City of Crete** has not established a Business Development Program.

Section 26.37 Monitoring Responsibilities

The **City of Crete** implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in the **City of Crete's** DBE program.

The **City of Crete** actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

Monitoring Payments to DBEs and Non-DBEs

The **City of Crete** undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

- Entering into an agreement for construction observation services, which will include reviewing compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070.
- Keeping a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

The **City of Crete** requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the **City of Crete's** financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the **City of Crete** or U.S. DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The **City of Crete** proactively reviews contract payments every quarter to subcontractors including DBEs. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the **City of Crete** by the prime contractor.

Prompt Payment Dispute Resolution

The **City of Crete** will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

In the event of a dispute as to whether work has been satisfactorily completed or not, the DBELO shall schedule and attend a meeting between the **City of Crete, Engineering Consultant, the project prime contractor and the DBE subcontractor**. Attendees for the prime contractor and DBE subcontractor shall have an appropriate authority to enter into decisions obligating their respective company.

The **City of Crete** has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

(1) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed:

(a) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time

frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

(b) In the event of noncompliance with this provision, the Sponsor may impose appropriate penalties in accordance with terms and conditions of this contract.

(c) Subject to the approval of the Sponsor, the prime contractor shall use appropriate alternative dispute resolution mechanisms to resolve any payment disputes that may arise.

(d) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the **City of Crete** to resolve prompt payment disputes, affected subcontractor may contact the responsible NDOT-A contact.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The **City of Crete** will provide appropriate means to enforce the requirements of §26.29. These means include:

In the event of non-compliance with the DBE regulation by a participant in our procurement activities, the **City of Crete** has available several remedies to enforce the DBE requirements contained in its contract, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute
- 3-504 City Airport Authority
- 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statutes that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due

under the provisions of Nebraska Statute 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26.
- Enforcement action pursuant to 49 CFR Part 31.
- Prosecution pursuant to 18 USC 1001.

The **City of Crete** will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

The **City of Crete** reviews contracting records and has engaged with a professional consultant to assist in actively monitoring work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the professional consultant. Contracting records are maintained by the professional consultant and reviewed by Tom Ourada, City Administrator. The **City of Crete** will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering small business participation

The **City of Crete** has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as **Attachment 10** to this DBE Program. The program elements will be actively implemented to foster small business participation. **Implementation of the small business element is required in order for the City of Crete to be considered by U.S. DOT as implementing this DBE program in good faith.**

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The **City of Crete** does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The **City of Crete** will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding U.S. DOT -funded prime contracts the cumulative total value of which exceeds \$250,000 in U.S. DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the **City of Crete** will submit its Overall Three-year DBE Goal to the FAA by August 1st of the year in which the goal is due, as required by the schedule established by and posted to the website of NDOT.

NDOT:

<https://dot.nebraska.gov/business-center/civil-rights/>

FAA:

https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule_of_DBE_and_ACDBE_Reporting_Requirements_Dec_2017_Issue.pdf

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the **City of Crete** does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and the **City of Crete** will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Method: The following is a summary of the method we used to calculate this goal:

We consulted with NDOT-A to establish the geographical area from which we could reasonably expect ready, willing and able prime contractors and subcontractors to be obtained. After identifying the geographical area, we search the US Census Bureau's data base to obtain the total number of businesses that correspond to the NAICS code related to the prime scope of work for the project. We review the NDOT data base to identify the number of certified DBE's in the geographical area with work codes similar to the NAICS codes.

Step 1: The first step is to determine a base figure for the relative availability of DBEs in the market area. The **City of Crete** will use a Bidders List, the goal of another NDOT recipient, DBE Directory information and Census Bureau Data, or other alternative method that complies with §26.45 as a method to determine the base figure. The base figure was determined by dividing the number of DBE firms on this list by the total number of firms. See **Attachment 5**: "Step 1: Goal Setting Process for details". The **City of Crete** understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2: The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, and/or information about barriers to entry to past competitiveness of DBEs on contracts. The **City of Crete** will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

We have been unable to find evidence of past discrimination and have not identified any barriers in our local market area research. In addition, NDOT-A is not aware of past discrimination and has not identified any barriers in our local market area research to adjust their base figure for over utilization or under-utilization to warrant adjustments to their base figure. Therefore, we have not adjusted our base figure due to discrimination.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the **City of Crete's** market.

Process: Before establishing the overall goal each year, the **City of Crete** will consult with NDOT-A to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of Crete's** efforts to establish a level playing field for the participation of DBEs. The **City of Crete** may also consult with United Minority Contractors Association of Nebraska and the Urban League of Nebraska to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of Crete's** efforts to establish a level playing field for the participation of DBEs.

Following this consultation, NDOT-A, as agent for the **City of Crete**, will post the airport DBE program and its overall goal on the NDOT website and notify agencies and organizations, indicating that the **City of Crete** is interested in obtaining relevant information regarding goal setting and goal methodology. The link to the airport's program and its overall goal online and the list of agencies and organizations selected are available in Attachment 5, under Public Participation. Each notice will contain an explicit invitation to meet with the NDOT-A face-to-face or via conference call (i.e., a "scheduled, direct, interactive exchange") to discuss any questions or comments on DBE participation goal setting.

In establishing the overall goal, the **City of Crete** will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the **City of Crete** to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the **City of Crete** is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the **City of Crete** engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the **City of Crete** will publish a notice announcing the proposed overall goal before submission to the FAA. The notice will be published in the local newspaper, posted on NDOT's official internet web site and may be directly mailed to other local interested agencies. The list of potential agencies interested can be found in Attachment 5, under

“Public Participation”. If the proposed goal changes following review by FAA, the revised goal will be posted on the official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the **City of Crete**. The link to the proposed goal is found below:

<https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/>

This notice will provide that the **City of Crete** and U.S. DOT will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed.

The Overall Three-Year DBE Goal submission to U.S. DOT will include a summary of information and comments received, if any, during this public participation process and the **City of Crete’s** responses.

The **City of Crete** will establish its overall goal based on one or more projects. Our overall goal will be submitted to FAA at least 30 days prior to the first solicitation for a U.S. DOT-assisted contract for a project that contains a goal, including professional services, construction, or other contracts. Unless we have received other instructions from U.S. DOT, we will establish a goal on a project basis and begin using our overall goal by the time of the first solicitation for a contract that contains a goal.

The **City of Crete** will begin using the overall goal on October 1 of the relevant period, unless other instructions from U.S. DOT have been received.

Project Goals

If permitted or required by the U.S. DOT Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a U.S. DOT-assisted contract for the project.

Prior Operating Administration Concurrence

The **City of Crete** understands that prior U.S. DOT concurrence with the overall goal is not required. However, if the U.S. DOT review suggests that the overall goal has not been correctly calculated or that the method employed by the **City of Crete** for calculating goals is inadequate, U.S. DOT may, after consulting with the **City of Crete**, adjust the overall goal or require that the goal be adjusted by the **City of Crete**. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 5** to this program.

Section 26.47 Failure to meet overall goals

The **City of Crete** cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the **City of Crete** fails to administer its DBE program in good faith.

The **City of Crete** understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The **City of Crete** understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year.
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met.
- (3) The **City of Crete** will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA upon request.

Section 26.49 How are overall goals established for transit vehicle manufacturers?

The **City of Crete** will require transit vehicle manufacturers (TVM), as a condition of being authorized to bid or propose on any FTA-assisted transit vehicle procurements, to certify that they have complied with the requirements of §26.49.

- (1) The **City of Crete** affirms that only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to

FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

- (2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout Part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.
- (3) The **City of Crete** is aware that failure to comply with the requirements set forth in Part 26, §26.49(a) may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).
- (4) **The City of Crete** will submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract in the manner prescribed in the grant agreement.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The **City of Crete** will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing).
- (3) Providing technical assistance and other services.
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment 5** to this program.

The **City of Crete** will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those U.S. DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a U.S. DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBE Liaison Officer is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

The **City of Crete** will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for U.S. DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section.
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - (i) The names and addresses of DBE firms that will participate in the contract.
 - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
 - (iii) The dollar amount of the participation of each DBE firm participating.
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - (vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
- (4) Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (2) of this section before the final selection for the contract is made by the recipient.

Administrative reconsideration

Within three days of being informed by the **City of Crete** that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Cline Williams, LLP
233 S. 13th Street, Suite 1900
Lincoln, NE 68508

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of the **City of Crete**. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if the **City of Crete** agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) The **City of Crete** determined that the listed DBE subcontractor is not a responsible contractor;

- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides the **City of Crete** written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that the **City of Crete** has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to the **City of Crete**, a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **City of Crete**, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the **City of Crete** and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period shorter than five days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's bid response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of the **City of Crete** as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The **City of Crete** will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the **City of Crete** requests documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary, at the request of the contractor. The **City of Crete** shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of the **City of Crete** may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The **City of Crete** is a non-certifying member of the Nebraska Unified Certification Program (UCP). Nebraska UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in NDOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Nebraska UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Nebraska Department of Transportation
Minority Business Coordinator
P.O. Box 94759
Lincoln, NE 68509-4759.

The Uniform Certification Application form and documentation requirements are found in **Attachment 8** to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The **City of Crete** accepts the certification procedures adopted by the NUCP for DBE contractors. The NUCP uses the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in NDOT-assisted contracts. If a contractor is certified on NUCP's current list, that contractor will be acceptable to the **City of Crete**.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to the City of Crete

The **City of Crete** understands that if it fails to comply with any requirement of this part, the **City of Crete** may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law will be safeguarded from disclosure to third parties.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to U.S. DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with U.S. DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The **City of Crete**, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The **City of Crete** understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

Attachment 1	Regulations: 49 CFR Part 26 or website link
Attachment 2	Organizational Chart
Attachment 3	Bidder's List Collection Form
Attachment 4	DBE Directory or link to DBE Directory
Attachment 5	Overall Goal Calculations
Attachment 6	Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
Attachment 7	DBE Monitoring and Enforcement Mechanisms
Attachment 8	DBE Certification Application Form
Attachment 9	State's UCP Agreement
Attachment 10	Small Business Element Program

Crete Municipal Airport
Crete, Nebraska
DBE Program FY22-23-24
January 2023

Attachment 1
Regulations: 49 CFR Part 26

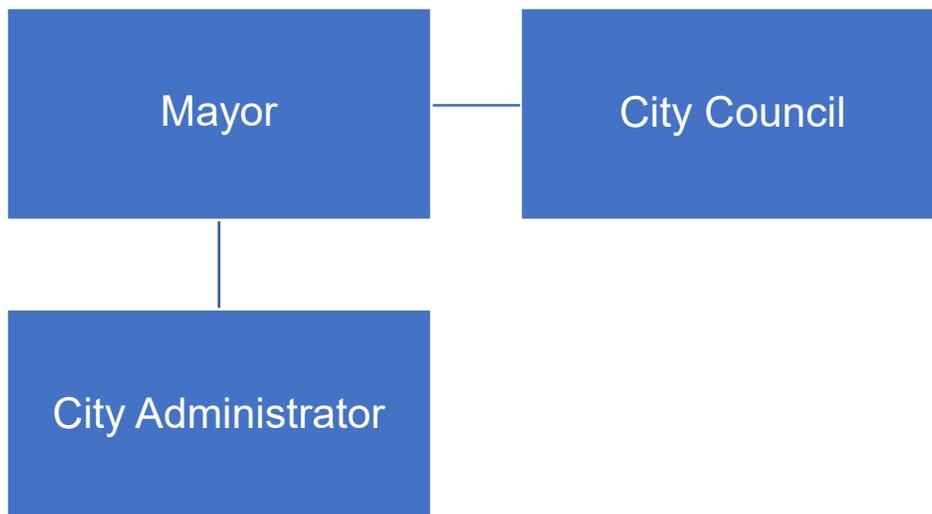
Regulations: 49 CFR Part 26,

The U.S. DOT published 49 CFR Part 26 is available at the following website:

<https://www.govinfo.gov/content/pkg/CFR-2010-title49-vol1/pdf/CFR-2010-title49-vol1-part26.pdf>

Attachment 2

Organizational Chart



Mr. Tom Ourada, City Administrator, is the designated Liaison Officer. Thus, Mr. Ourada, has frequent contact, and direct, independent access to with the Mayor and City Council.

Attachment 3
 Bidder's List Collection Form

The following form is to be completed with the Bid Proposal.

AIP Project: _____

Airport: _____

Location: _____

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regards to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	ADDRESS (City, State)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

SIGNED _____ **COMPANY** _____

BY _____ **DATE** _____
 (Printed name)

Crete Municipal Airport
Crete, Nebraska
DBE Program FY22-23-24
January 2023

Attachment 4
State of Nebraska DBE Directory.

State of Nebraska DBE Directory,

A directory of Nebraska DBE's is available at the following website:

<https://dot.nebraska.gov/business-center/civil-rights/>

Attachment 5

Overall DBE Three-Year Goal Methodology For FY 2022, 2023, 2024

DBE Goal Summary

Airport: Crete Municipal Airport, Crete, Nebraska

Sponsor: City of Crete

Goal Period: Fiscal Years 2022, 2023, 2024; October 1, 2021, through September 30, 2024

Anticipated U.S. DOT-Assisted Contracts:

Contract	Contract Amount	Project Name	Type of Work
FY 2022:	\$0	No Project	No Project
Subtotal FY 2022	\$0		
FY 2023:	\$0	No Project	No Project
Subtotal FY 2023	\$0		
FY 2024:	\$427,933	Construct & Light Partial Parallel Taxiway	Engineering Services
	\$1,711,730	Construct & Light Partial Parallel Taxiway	Construction
Subtotal FY 2024	\$2,139,663		
Total:	\$2,139,663		

The Sponsor's overall 3-year DBE goal is: 1.89%

On U.S. DOT assisted contracts, the goal is to expend 1.89% of the Federal financial assistance on DBE's. It is anticipated that our overall DBE goal will be achieved through 0% race-neutral participation and 1.89% being achieved through race-conscious participation.

Total amount to be expended on DBE's: \$40,440

The following is a summary of our DBE expenditures for each fiscal year by contract:

Fiscal Year	Contract Type	Contract Amount	DBE Amount	Total DBE Participation	Race Neutral	Race Conscious
2022	No Project	\$0	\$0	0%	0%	0%
2023	No Project	\$0	\$0	0%	0%	0%
2024	Consultant/Engineering Services – Construct & Light Partial Parallel Taxiway	\$427,933	\$0	0%	0%	0%
2024	Construction – Construct & Light Partial Parallel Taxiway	\$1,711,730	\$40,440	2.36%	0%	2.36%
FY22, 23 & 24 TOTALS		\$2,139,663	\$40,440	1.89%	0%	1.89%

Step 1: Goal Setting Process (26.45 c)

The goal was calculated using the method described in our DBE program. We selected the following geographical areas (counties) that will be used to seek contractors for the projects during the various years. The specific geographical areas were selected based on information from Nebraska Department of Transportation - Division of Aeronautics. Specifically, we selected those contractors within the following Counties for the projects for the various years:

FY2022	FY2023	FY2024
No Project (No contractors needed)	No Project (No contractors needed)	Adams, Antelope, Boone, Buffalo, Burt, Butler, Cass, Cedar, Clay, Colfax, Cumming, Dakota, Dixon, Dodge, Douglas, Fillmore, Franklin, Gage, Garfield, Greeley, Hall, Hamilton, Harlan, Howard, Jefferson, Johnson, Kearney, Lancaster, Madison, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Phelps, Pierce, Platte, Polk, Richardson, Saline, Sarpy, Saunders, Seward, Sherman, Stanton, Thayer, Thurston, Valley, Washington, Wayne, Webster, Wheeler, York

In addition to construction contracts, we anticipate contracts for consulting/engineering services. In establishing DBE participation by DBE consulting/engineering firms, we were unable to locate certified DBE's that provide consulting/engineering services. Based on our past experience and information from the Nebraska Department of Transportation - Division of Aeronautics, we anticipate 4 to 6 consulting/engineering firms submitting statements of qualification for providing services at our airport. It should be noted that our engineering selection will be a qualification-based selection and we do not anticipate DBE consulting/engineering firms submitting qualifications during the selection process. Therefore, during this 3-year period, we anticipate no DBE participation on consulting/engineering services contracts. We will continually review/evaluate DBE participation by consulting/engineering firms and update as necessary.

FY2022

We are anticipating no projects or federal grants during FY2022; therefore, our DBE participation is zero (0).

FY2022 No Projects

(0 DBE Firms/ 0 total firms) = 0% DBE Participation
 0% x \$0 Contract Amount = \$0 DBE Participation

FY2022 Overall DBE Goal

\$0 Total DBE Participation / \$0 Total Contract Amount = 0% DBE Participation for FY2022

FY2023

We are anticipating no projects or federal grants during FY2023; therefore, our DBE participation is zero (0).

FY2023 No Projects

(0 DBE Firms/ 0 total firms) = 0% DBE Participation
 0% x \$0 Contract Amount = \$0 DBE Participation

FY2023 Overall DBE Goal

\$0 Total DBE Participation / \$0 Total Contract Amount = 0% DBE Participation for FY2023

FY2024

We anticipate one contract for consulting/engineering services in the total amount of \$427,933 for the partial parallel taxiway project and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

FY2024 Engineering Services Goal - Construct & Light Partial Parallel Taxiway

(0 DBE Firms/ 6 total firms) = 0% DBE Participation for Consulting/Engineering Services
 0% x \$427,933 Contract Amount = \$0 DBE Participation for Consulting/Engineering Services

We anticipate a prime contract for the construction and lighting of the partial parallel taxiway itself. We identified 71 firms in our selected geographical area from the US Census Bureau that included NAICS codes 237310-Highway, Street, and Bridge Construction, and 237990-Other Heavy and Civil Engineer Construction. In addition, we identified 3 certified DBE in our selected geographical area with NDOT

categories D8B-Electrical (2) and D9-Mainline Paving (1). The DBE participation for this contract is calculated as follows:

FY2024 Construction Contract Goal - Construct & Light Partial Parallel Taxiway
 (3 DBE Firms/ 71 total firms) = 4.23% DBE Participation for Construction Contract
 4.23% x \$1,711,730 Contract Amount = \$72,406 DBE Participation for Construction Contract

Based on the above discussions, our overall FY2024 DBE goal is as follows:

FY2024 Overall DBE Goal
 \$72,406 Total DBE Participation / \$2,139,663 Total Contract Amount = 3.38% DBE Participation for FY2024

The following is summary of our anticipated work with DBE participation by fiscal year:

Summary of FY2022, 2023 and 2024 DBE Participation

The following is a summary of our anticipated work with DBE participation by fiscal year:

Fiscal Year	Contract Type	Contract Amount	DBE Amount
2022	No Project	\$0	\$0
2023	No Project	\$0	\$0
2024	Consultant/Engineering Services – Construct & Light Partial Parallel Taxiway	\$427,933	\$0
2024	Construction – Construct & Light Partial Parallel Taxiway	\$1,711,730	\$72,406
FY22, 23 & 24 TOTALS		\$2,139,633	\$72,406

The calculation for our 3-year base figure is as follows:

$(\$72,406 \text{ Total DBE Contact Amount}) / (\$2,139,663 \text{ Total Contract Amount}) = 3.38\%$

Step 2: Adjustments to Base Figure (26.45(d))

Our historical data is summarized as follows:

FY	AIP Project	Description of Work	CONTRACT GOAL		CONTRACT ACHIEVE		GOAL		ACHIEVE Over/Under Achievement
			Race Neutral	Race Consc.	Race Neutral	Race Consc.	Overall Goal	Overall Achieve	
86	01	Runway Lighting	0%	0%	0%	0%	0%	0%	0%
90	02	RWY & TWY Grading	0%	10%	***	***	10%	***	***
96	03	Apron & TWY Paving	0%	10%	1.9%	10%	10%	11.9%	+1.9%
03	04	Airport Layout Plan Update	*	*	0%	0%	*	0%	0%
05	05	SRE Building	*	*	0%	0%	*	0%	0%
06	06	Land Acquisition	0%	0%	0%	0%	0%	0%	0%
08	07	Taxiway; Tree Removal	0%	6.6%	0.1%	6.6%	6.6%	6.7%	+0.1%
09	08/09	Electrical - MIRL, REIL, PAPI	0%	6.6%	0%	8.3%	6.6%	8.3%	+1.7%
13	10	Pavement Maintenance	0.6%	5.0%	0.0%	4.62%	5.6%	4.62%	-0.98%
13	11	Snow Removal Equipment	0%	0%	0%	0%	0%	0%	0%
17	12	Hangar	0%	2.98%	0%	1.81%	2.98%	1.81%	-1.17%
20	13	No Project (CARES) ▲	▲	▲	▲	▲	▲	▲	▲
21	14	Fuel System	0%	2.90%	0%	0.39%	2.90%	0.39%	-2.51%
21	15	No Project (CRSSA) ▲	▲	▲	▲	▲	▲	▲	▲
22	16	No Project (ARPA) ▲	▲	▲	▲	▲	▲	▲	▲

* Project costs < \$250,000; therefore, no goal
 ** DBE not applicable
 *** No data available
 ▲ COVID Relief Grant

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Using the data from the above table for completed years, the Step 1 figure was adjusted. An average of the Step 1 figure (3.38%) and the median of past participation (0.39%) was calculated. This defined our Step 1 base figure, adjusted for past participation, as **1.89%**.

Taking 1.89% as the final goal value, adjusted for past participation, and applying it to the original dollar amount of the contracted work (\$2,139,663), yields a final DBE participation goal of **\$40,440**.

Step 3: Breakout of Estimated Race-Neutral and Race-Conscious Participation (26.51 a-c)

Referring again to the table above, the median "Over/Under Achievement" is **0.00%**. This is the amount of participation we would expect in a race-neutral goal.

Ultimately, our Step 2 adjustments have left us with a **1.89%** adjusted goal, with a **0.0%** race-neutral component.

PUBLIC PARTICIPATION

Consultation:

In establishing the overall goal, the Sponsor and the Nebraska Department of Transportation – Division of Aeronautics (NDOT-A), as agent for the Sponsor, will provide consultation/outreach services and publication. The consultation/outreach services included posting the airport's DBE program and its overall goal on the NDOT website at:

<https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/>

Besides that, NDOT-A would notify the following agencies and organizations indicating that the Sponsor is interested in obtaining relevant information regarding goal setting and goal methodology. These organizations include minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsor efforts to establish a level playing field for the participation of DBEs.

South Omaha Business Association
Associated General Contractors of America, Nebraska Chapter
Nebraska Center for Rural Affairs
Nebraska Hispanic Chamber of Commerce
Greater Omaha Economic Development Partnership
Nebraska Business Development Center
Nebraska Concrete Paving Association
City of Omaha – Department of Human Rights and Relations
City of Lincoln – Commission on Human Rights
Urban League of Nebraska
Metro Omaha Women's Business Center
Omaha Opportunities Industrialization Center

These agencies and organizations were selected because of the likelihood that they could provide information concerning the availability of disadvantaged and non-disadvantaged businesses; the effects of discrimination on opportunities for DBEs; and efforts to establish a level playing field for the participation of DBEs. Each notification will contain an explicit invitation to meet with the NDOT-A face-to-face or via conference call (i.e., a "scheduled, direct, interactive exchange") to discuss any questions or comments on DBE participation goal-setting.

If the proposed goal changes following review by FAA Civil Rights, the revised goal will be updated and a revised Public Notice will be issued.

Notwithstanding paragraph (f)(4) of §26.45, Sponsor's proposed goals will not be implemented until this requirement has been met.

PUBLIC NOTICE

Below is the public notice which the City of Crete will publish in the local newspapers and will be posted on the Nebraska Department of Transportation (NDOT) webpage:

Public Notice DBE Program

The **City of Crete** hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of **1.89%** for Federal Aviation Administration (FAA) funded contracts/agreements. The proposed goal pertains to federal fiscal years 2022 through 2024.

The DBE goal and methodology is available for inspection until 30 days following the date of the notice. These items may be seen at the City of Crete, City Hall, 243 East 13th Street, Crete, Nebraska 68333, during regular office hours.

A meeting could be arranged with the Nebraska Department of Transportation - Division of Aeronautics (NDOT-A) office for the purpose of obtaining information relevant to the goal-setting process through the phone number (402-471-2371). Comments will be accepted until 30 days following the date of the notice and can be sent to the followings:

City of Crete

City Hall

243 East 13th Street
Crete, Nebraska 68333

OR

Compliance Specialist

Disadvantaged Business Enterprise Program

FAA Office of Civil Rights

777 S. Aviation Blvd, Suite #150
El Segundo, CA 90245

Attachment 6

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: Disadvantaged Business Enterprise (DBE) Utilization

UTILIZATION STATEMENT *Disadvantaged Business Enterprise*

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

 Bidder's/Offeror's Firm Name

 Signature

 Date

DBE UTILIZATION SUMMARY

Percentage	Contract Amount	DBE Amount	Contract
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

END FORM 1

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The City of Crete has the following remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute
- 3-504 City Airport Authority
- 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statutes that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due under the provisions of Nebraska Statute 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26
- Enforcement action pursuant to 49 CFR Part 31
- Prosecution pursuant to 18 USC 101.

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Attachment 8
DBE Certification Application Form

State of Nebraska DBE Certification Application

The DBE Certification Application is available at the following website.

<https://dot.nebraska.gov/media/5821/c-users-royleach-desktop-it-umbraco-docs-dbe-cert-application.pdf>

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Attachment 9
State's UCP Agreement

State of Nebraska DBE Unified Certification Program

The DBE Unified Certification Program is available at the following website:

https://dot.nebraska.gov/media/113234/nebraska_ucp.pdf

ATTACHMENT 10

Small Business Element

A. Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals are met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses; the Airport Sponsor seeks to implement a small business element into its current DBE policy. The Airport Sponsor is including this element to facilitate competition by and expand opportunities for small businesses. The City of Crete is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. If necessary, the City of Crete will meet its objectives using a combination of the following methods and strategies:

1. **Set asides:** Where feasible, the City of Crete will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the City of Crete and its prime contractors/ consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and small business officer will document why a small business set-aside is inappropriate.
2. **Unbundling:** The City of Crete, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The City of Crete will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. Similarly, the City of Crete will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

However, based on data from the Nebraska Department of Transportation (NDOT), current procedures utilized to structure contracting requirements not only facilitate competition by small business concerns, but have enabled small business concerns to be very successful in securing work both as prime contractors and subcontractors. Because of the high level of success small businesses have had in competing for and performing prime contracts, the sponsor does not feel it is necessary at this time to alter or restructure its contracting requirements in order to foster small business participation.

It has been determined that contractors (primes and sub) doing airport projects in Nebraska are included in NDOT contractor lists. The Nebraska Department of Transportation – Division of Aeronautics (NDOT-A) and airport sponsors will continue to monitor DBE and small business participation.

The City of Crete, NDOT and NDOT-A will continue to ensure that prime contracts are available for small businesses. The assessment will be conducted by personnel from the NDOT-A. If an assessment shows that the level of participation by small businesses has decreased significantly, the City of Crete and NDOT-A will promptly take all reasonable steps to increase the level of participation.

NDOT currently requires all firms (prime and subcontractors) that participate on NDOT projects to provide average annual gross receipts information. The NDOT requires firms to indicate if their average annual gross receipts exceed \$22.41 million to better verify that only eligible firms are identified as small businesses.

The City of Crete will continue to actively conduct outreach with organizations in accordance with procedures of the DBE program.

B. Definitions

1. Small Business:

A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

C. Implementation Schedule

The small business element was last reviewed on July 15, 2021 and will be reviewed concurrently to regular program updates.

D. Assurances

The City of Crete makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program, and;
5. Outreach to those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.

Assignment and Assumption Agreement

This ASSIGNMENT and ASSUMPTION AGREEMENT made this _____ day of _____, 20____, by and between the Crete Airport Authority (hereinafter referred to as “Assignor”) and City of Crete, Nebraska (hereinafter referred to as “Assignee”).

RECITALS

WHEREAS, the City of Crete Airport Authority is the owner and sponsor of the Crete Municipal Airport.

WHEREAS, the Crete Airport Authority was created under the Cities Airport Authorities Act, Neb. Rev. Stat. §§ 3-501 to 3-514, (“Act”) as a local government entity of regional government. The [Authority] has all rights and powers granted by the Act to an airport authority to plan, promote, extend, maintain, purchase, construct, install, improve, repair, and enlarge the airport and airport facilities and to enter into all contracts and agreements necessary or incidental to the performance of its duties and execution of any other powers of the airport authority conferred by the Act.

WHEREAS, pursuant to the duly adopted legislation, the City of Crete (Assignee) has the legal authority to manage and operate Crete Municipal Airport, as depicted in the property maps attached hereto as **Exhibit 1**, as the official airport sponsor and successor to Crete Airport Authority (Assignor).

WHEREAS, pursuant to the duly adopted legislation, the City of Crete will assume the rights, interests, obligations, covenants, and interest in, to, and under all existing and future documents giving rise to obligations to the Federal Government, including the commitments undertaken concerning the outstanding grant assurances for the FAA Grant Agreements (listing attached as **Exhibit 2**), Passenger Facility Charge (PFC) Records of Decision (ROD)/Final Agency Decision (FAD) and amendments thereto (listing attached as **Exhibit 3**), and Federal Property Instruments of Conveyance (listing attached as **Exhibit 4**); and

WHEREAS, concurrent to execution and exercise of this Assignment and Assumption Agreement, the parties understand the FAA by separate document is approving the [Authority] as an eligible airport sponsor for federal funds and other assistance.

AGREEMENT

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The above recitals are included in this Assignment and Assumption Agreement.

2. **Effective Date:** The effective date of this Assignment and Assumption Agreement is the date the FAA approves the transfer of Sponsorship and [issues an Airport Operating Certificate under 14 CFR Part 139].
3. **Assignment.** Assignor hereby grants, conveys, transfers and assigns to Assignee, all of Assignor's rights, title, interests and obligations in, to and under the FAA Grant Agreements (listed on **Exhibit 2**), PFC ROD/FAD and amendments thereto under which the [Authority] is entitled to impose and use PFCs as authorized by the FAA (listed on **Exhibit 3**), and Federal Property Instruments of Conveyance by which federal property was previously transferred to the Assignor for use for airport purposes at the Airport (listed on **Exhibit 4**), attached hereto and made a part hereof. It is the intent of the parties that the right, title, interest and obligations of the Assignor prior to, on and after this date under all outstanding FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyance between the FAA and the Assignor are being assigned to the [Authority] hereunder.
4. **Acceptance/Assumption.** Assignee hereby accepts the assignment granted in Section 3 above. Assignee further assumes, covenants, acknowledges and agrees to be bound by and to perform, observe and be subject to all of the terms, covenants and conditions of the FAA Grant Agreements (listed in **Exhibit 2**), the PFC ROD/FADs and amendments (listed in **Exhibit 3**) and the Federal Property Instruments of Conveyance (listed in **Exhibit 4**) on and after the date of this Assumption Agreement, the terms, covenants and conditions of which are hereby incorporated herein by reference. The [Authority] also assumes all obligations as required for the collection and use of PFCs. This specifically includes compliance with 14 CFR Part 158 Appendix A-Assurances (parts A and B), and Part 158, Subpart D-Reporting, Recordkeeping and Audit requirements.
5. **Transfer of Airport Revenue and Personal Property:** The Assignor will transfer to the **City of Crete** on the Effective Date the following: (a) all Airport Revenue, including Airport Enterprise Funds, on hand with the Assignor, as identified in **Exhibit 5** and (b) all equipment and personal property used in the operation of the Airport as identified in **Exhibit 6** as of the Effective Date.
6. **Representation.**
Assignor represents and warrants that:
 - (a) It has fully complied with the terms of the FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyance, that it is not in default under these terms, that it has not received notice of default from any other party to the FAA Grant Agreements, PFC ROD/FADs and amendments and Federal Property Instruments of Conveyance and that, to the best of the knowledge of Assignor, no other party to the FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyances is in default under the terms of these obligations and agreements and decisions.

(b) The Assignor has the right to assign the FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyance subject to FAA approval.

7. **Notice.** Any notice herein required or permitted to be given shall be deemed given if and when mailed in a sealed envelope by United States certified mail, return- receipt requested, postage prepaid, properly addressed as follows or such other address as specified by notice to the other party in accordance with the provisions of this section:

As to Assignor: Crete Airport Authority
PO Box 86
Crete NE 683363

With a copy to:

As to Assignee: City of Crete
243 East 13th Street
Crete NE 68333

With a copy to:

8. **Legally Binding.** All agreements, covenants, conditions and obligations contained in this Assignment and Assumption Agreement shall be legally binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The FAA is intended to be a third-party beneficiary with respect to all provisions of this Assignment and Assumption Agreement.
9. **Complete Agreement.** This Assignment and Assumption Agreement constitutes the entire understanding and agreement of the Assignor and Assignee and supersedes all prior agreements and understandings between them, whether written or verbal, with respect to the subject matter hereof.
10. **Severability.** If the application of any provision of this Assignment and Assumption Agreement to any particular facts or circumstances will for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, will not in any way be affected or impaired thereby and (ii) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties.

IN WITNESS WHEREOF, Assignor and Assignee have caused the Assignment and Assumption Agreement to be executed by their duly authorized representatives the day and year first above written.

ATTEST:

ASSIGNOR: **Crete Airport Authority**

By: _____

By: _____

Name: _____

Name: Blaine Spanjer

Title: _____

Title: Chairperson

ATTEST:

ASSIGNEE: **City of Crete Nebraska**

By: _____

By: _____

Name: _____

Name: David A. Bauer

Title: _____

Title: Mayor

Assignment and Assumption Agreements

EXHIBIT 1 – Airport Property Map

EXHIBIT 2 – List of FAA Grant Agreements

EXHIBIT 3 – List of Passenger Facility Charge Records of Decisions/Final Agency Decisions and Amendments thereto N/A

EXHIBIT 4 – List of Federal Property Instruments of Conveyance

EXHIBIT 5 - List of Airport Revenue

EXHIBIT 6 – List of Personal Property and Equipment Used in the Operation of the Airport

Grant History Report

FAA - Office Of Airports

Report Date: 02/02/2023

Region:		CE												
ADO:		ACE												
Worksite:		Crete, NE	Locid:		CEK	Worksite Name:		Crete Municipal	Current Service Level:		GA	Current Hub Type:		-
Grant Nbr	FY	Project Code	Descr			Entitlement	Discretionary	Sup Discretionary	COVID Relief	BIL	Total			
001-1986	1986	ST RW IM	Extend Runway			\$0.00	\$192,628.00	\$0.00	\$0.00	\$0.00	\$192,628.00			
		ST AP LI	Install Apron Lighting			\$0.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00			
		ST LA SZ	Acquire Land For Approaches			\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$3,600.00			
Grant Total						\$0.00	\$205,228.00	\$0.00	\$0.00	\$0.00	\$205,228.00			
002-1990	1990	ST OT IM	Improve Airport Drainage			\$4,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,050.00			
		ST LA DV	Acquire Land for Development			\$16,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,025.00			
		ST RW CO	Construct Runway			\$109,525.00	\$0.00	\$0.00	\$0.00	\$0.00	\$109,525.00			
Grant Total						\$129,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$129,600.00			
003-1996	1996	RE AP IM	Rehabilitate Apron			\$272,728.00	\$9,438.00	\$0.00	\$0.00	\$0.00	\$282,166.00			
		ST TW IM	Extend Taxiway			\$117,768.00	\$6,124.00	\$0.00	\$0.00	\$0.00	\$123,892.00			
		ST TW CO	Construct Taxiway			\$228,649.00	\$173,582.00	\$0.00	\$0.00	\$0.00	\$402,231.00			
		PL PL MA	Conduct Airport Master Plan Study			\$14,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,200.00			
		ST AP LI	Install Apron Lighting			\$0.00	\$6,426.00	\$0.00	\$0.00	\$0.00	\$6,426.00			
Grant Total						\$633,345.00	\$195,570.00	\$0.00	\$0.00	\$0.00	\$828,915.00			
004-2003	2003	PL PL MA	Update Airport Master Plan Study			\$0.00	\$22,659.00	\$0.00	\$0.00	\$0.00	\$22,659.00			
Grant Total						\$0.00	\$22,659.00	\$0.00	\$0.00	\$0.00	\$22,659.00			
005-2005	2005	ST BD SN	Construct Snow Removal Equipment Building			\$0.00	\$220,702.00	\$0.00	\$0.00	\$0.00	\$220,702.00			
Grant Total						\$0.00	\$220,702.00	\$0.00	\$0.00	\$0.00	\$220,702.00			
006-2006	2006	ST LA MS	Acquire Miscellaneous Land			\$294,654.00	\$28,792.00	\$0.00	\$0.00	\$0.00	\$323,446.00			

Grant History Report

FAA - Office Of Airports

Report Date: 02/02/2023

Region:		CE							
ADO:		ACE							
Worksite:		Crete, NE	Locid: CEK	Worksite Name: Crete Municipal	Current Service Level: GA	Current Hub Type: -			
Grant Nbr	FY	Project Code	Descr	Entitlement	Discretionary	Sup Discretionary	COVID Relief	BIL	Total
Grant Total				\$294,654.00	\$28,792.00	\$0.00	\$0.00	\$0.00	\$323,446.00
007-2008	2008	ST TW CO	Construct Taxiway	\$966,682.00	\$0.00	\$0.00	\$0.00	\$0.00	\$966,682.00
		ST OT OB	Remove Obstructions	\$17,967.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,967.00
		RE RW IM	Rehabilitate Runway	\$48,654.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,654.00
		ST EQ SE	Install Perimeter Fencing	\$117,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$117,200.00
Grant Total				\$1,150,503.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150,503.00
008-2009	2009	RE RW LI	Rehabilitate Runway Lighting	\$26,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,000.00
		ST RW VI	Install Runway Vertical/Visual Guidance System	\$26,043.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,043.00
		RE TW LI	Rehabilitate Taxiway Lighting	\$36,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,100.00
Grant Total				\$88,143.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88,143.00
009-2009	2009	ST RW VI	Install Runway Vertical/Visual Guidance System	\$138,218.00	\$0.00	\$0.00	\$0.00	\$0.00	\$138,218.00
		RE RW LI	Rehabilitate Runway Lighting	\$105,457.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,457.00
		RE TW LI	Rehabilitate Taxiway Lighting	\$187,807.00	\$0.00	\$0.00	\$0.00	\$0.00	\$187,807.00
Grant Total				\$431,482.00	\$0.00	\$0.00	\$0.00	\$0.00	\$431,482.00
010-2013	2013	RE TW IM	Rehabilitate Taxiway	\$138,805.00	\$0.00	\$0.00	\$0.00	\$0.00	\$138,805.00
		RE RW IM	Rehabilitate Runway	\$211,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$211,316.00
		RE AP IM	Rehabilitate Apron	\$75,613.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,613.00
Grant Total				\$425,734.00	\$0.00	\$0.00	\$0.00	\$0.00	\$425,734.00
011-2013	2013	ST EQ SN	Acquire Snow Removal Equipment	\$165,189.00	\$0.00	\$0.00	\$0.00	\$0.00	\$165,189.00

Grant History Report

FAA - Office Of Airports

Report Date: 02/02/2023

Region:		CE							
ADO:		ACE							
Worksite:		Crete, NE	Locid: CEK	Worksite Name: Crete Municipal	Current Service Level: GA	Current Hub Type: -			
Grant Nbr	FY	Project Code	Descr	Entitlement	Discretionary	Sup Discretionary	COVID Relief	BIL	Total
Grant Total				\$165,189.00	\$0.00	\$0.00	\$0.00	\$0.00	\$165,189.00
012-2017	2017	ST BD MS	Construct Building	\$818,589.00	\$0.00	\$0.00	\$0.00	\$0.00	\$818,589.00
Grant Total				\$818,589.00	\$0.00	\$0.00	\$0.00	\$0.00	\$818,589.00
013-2020	2020	CV CA RE	CARES Act Funds	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Grant Total				\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
014-2021	2021	OT RV FF	Construct or Improve Fuel Farm	\$684,000.00	\$0.00	\$0.00	\$76,000.00	\$0.00	\$760,000.00
Grant Total				\$684,000.00	\$0.00	\$0.00	\$76,000.00	\$0.00	\$760,000.00
015-2021	2021	CV CR GN	CRRSA Act Funds	\$0.00	\$0.00	\$0.00	\$13,000.00	\$0.00	\$13,000.00
Grant Total				\$0.00	\$0.00	\$0.00	\$13,000.00	\$0.00	\$13,000.00
016-2022	2022	CV RG GN	General ARPA	\$0.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$32,000.00
Grant Total				\$0.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$32,000.00
Worksite Total				\$4,821,239.00	\$672,951.00	\$0.00	\$151,000.00	\$0.00	
Report Total				\$4,821,239.00	\$672,951.00	\$0.00	\$151,000.00	\$0.00	\$5,645,190.00

Assignment and Assumption Agreements
Exhibit 5

List of Airport Revenue

Fuel system lease - \$0.08 per gallon sold – approximately \$4,000.00 annually

Hangar leases – T-Hangar and Commercial Hangars – approximately \$120,000.00 annually

Farm leases – Cash leases to maintain property – approximately \$18,000.00 annually

**Assignment and Assumption Agreements
Exhibit 6**

List of Personal Property and Equipment Used in the Operation of the Airport

Snow Plow
Tractor w/attachments
Pickup w/snowplow
Car
Mower
Shredder
Beacon
Wind Sock

Capital Improvement ProgramCRETE MUNI
CRETE

Year	Description	Total Cost	Federal	State	Local
Phase I					
2024	Construct and light partial parallel taxiway	\$2,140,000	\$1,926,000	\$0	\$214,000
2026	Construct 8-place T-hangar	\$1,510,000	\$1,359,000	\$0	\$151,000
2027	ALP update	\$140,000	\$126,000	\$0	\$14,000
Phase I Subtotal		\$3,790,000	\$3,411,000	\$0	\$379,000
Phase II					
2028	Crack & joint seal w/ select panel replacment	\$450,000	\$405,000	\$0	\$45,000
2029	Construct storage hangar	\$1,180,000	\$1,062,000	\$0	\$118,000
2030	Rehabilitate access road and parking lot	\$385,000	\$346,500	\$0	\$38,500
2030	Replace Hangar Ramps & Drainage Improvements	\$1,100,000	\$990,000	\$0	\$110,000
2032	AWOS III (if justified)	\$110,000	\$99,000	\$0	\$11,000
Phase II Subtotal		\$3,225,000	\$2,902,500	\$0	\$322,500
Phase III					
2036	Rehabilitate/Replace Hangar A	\$850,000	\$600,000	\$0	\$250,000
2038	Rehab. 17/35 (r1-1,3)	\$650,615	\$585,553	\$0	\$65,062
2042	Pave runway 13/31	\$861,120	\$775,008	\$0	\$86,112
Phase III Subtotal		\$2,361,735	\$1,960,561	\$0	\$401,174
Total Development Costs		\$9,376,735	\$8,274,061	\$0	\$1,102,674
Not Funded					
2032	T-hangar taxilanes	\$300,000			
2032	9-place t-hangar	\$1,315,000			
Not Funded Subtotal					



U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

March 30, 2022

Ms. Anna Lannin, P.E.
Planning and Programming
Nebraska Department of Transportation Division of Aeronautics
3431 Aviation Rd, Suite 150
Lincoln, NE 68501

Dear Ms. Lannin:

ALP As-Built Conditional Approval
Crete Municipal (CEK), Lincoln, NE
AIP No. 3-31-0022-014-2021

The As-Built Airport Layout Plan (ALP) for the airport is acceptable from the standpoint that it has incorporated the new fuel facility.

The ALP was originally approved on May 23rd, 2006, and the conditions stated in the attached approval letter remain in effect.

The ALP submitted with your approved date of March 22, 2022, is acceptable from the standpoint of safety, efficiency, and utility with the exception of the above conditions. Therefore, my approval of the ALP is given subject to the above conditions.

Although future structures on or near the airport may be in conformance with the ALP, all future alterations or new structures will be subject to the notice provisions of Federal Aviation Regulations (FAR) Part 77.

This approval does not cancel notice and review requirements that 14 CFR Parts 77 and 157 impose because they address all proposed structures shown on the ALP. Our review and approval should not be construed as relieving the sponsor or the engineer of the responsibility for the accuracy, completeness, and technical content of the ALP drawings. The ALP is a graphic depiction of the existing and future airport facilities showing the clearance and dimensional requirements to meet applicable standards. The ALP serves as a record of aeronautical requirements and is used by the FAA in its review of proposals that may affect the navigable airspace or other missions of the FAA. The ALP is an important document and should be kept up-to-date at all times with respect to future planned development and existing features.

Our review and approval should not be construed as relieving the sponsor or the engineer of the responsibility for the accuracy, completeness, and technical content of the Airport Layout Plan

drawings. The ALP is an important document and should be kept up-to-date at all times with respect to future planned development and existing features.

One set of the of conditionally approved ALP drawings is enclosed. Please route paper copies to my office, the sponsor and the Nebraska DOT.

If you have any questions, you may contact me by telephone at (816) 329-2629 or via email at justin.collier@faa.gov.

Sincerely,

Justin Collier, P.E.
State Airport Planner - Nebraska

Enclosure: ALP Drawing Set

CC: Chris Corr, P.E., Olsson



U.S. Department
Of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106-2325

November 20, 2006

Mr. Robert Quick, Chairman
Crete Airport Authority
P.O. Box 86
Crete, Nebraska 68333

Dear Mr.Quick:

Crete Municipal Airport
Crete, Nebraska
AIP Project No. 3-31-0022-04
Conditional ALP Approval

We have completed our review of the update to the Airport Layout Plan (ALP) for Crete Municipal Airport at Crete, Nebraska. The ALP narrative report and drawings set is acceptable for planning purposes, and in general we concur with the conclusions and recommendations. This does not necessarily mean that we agree with all development as shown on the ALP, and or does it imply a commitment of Federal funds to participate in any of the development depicted on the ALP.

The ALP proposed development received a favorable airspace determination under Airspace Study Case No. 2006-ACE-332-NRA. Although future structures on or near the airport may be in conformance with the ALP, this determination does not extend to them. Therefore, all future structures will be subject to the notice provisions of Federal Aviation Regulations (FAR) Part 77.

The ALP as approved by the Chairman of Crete Airport Authority on May 23, 2006, is acceptable from the standpoint of efficiency, utility, and safety.

The approval of the ALP does not commit the sponsor to implement the plan, nor does it represent a commitment of federal funds for any of the development or land acquisition shown on the plan. Determinations in this regard are made only after a specific request for federal funds is submitted.

My signature on the enclosed ALP does not necessarily reflect FAA's official views or policy, authorize construction of the development, nor constitute FAA's commitment to take part in the recommended development. The actions listed below are subject to Federal environmental finding on these actions before the airport sponsor may begin them. To satisfy these responsibilities, FAA must complete the environmental process described in the most current version of FAA Order 5050.4.

- Construction of the crosswind Runway 13/31
- Construction of partial parallel Taxiway to Runway 35 end
- Any land acquisition
- Terminal area development (buildings, parking lot and access road)

This approval does not cancel notice and review requirements that 14 CFR Parts 77 and 157 imposes because they address all proposed structures shown on the ALP. Our review and approval should not be construed as relieving the sponsor or the engineer of the responsibility for the accuracy, completeness, and technical content of the ALP drawings. The ALP is a graphic depiction of the existing and future airport facilities showing the clearance and dimensional requirements to meet applicable standards. The ALP serves as a record of aeronautical requirements and is used by the FAA in its review of proposals that may affect the navigable airspace or other missions of the FAA. The ALP is an important document and should be kept up-to-date at all times with respect to future planned development and existing features.

We have retained one set of the approved ALP drawings for the official FAA file in our office. One set of the approved ALP drawings is enclosed for your use. By copy of this letter, approved copies of the ALP drawing set are being furnished to your consultant, Kirkham Michael Consulting Engineers, and your agent Nebraska Department of Aeronautics.

If you have any questions, please contact me at (816) 329-2636 or send me an e-mail message at nardos.wills@faa.gov.

Sincerely,

Nardos Wills
Airport Planning Engineer – Nebraska

Encl.: Airspace Determination Letter
Airport Layout Plan Drawings Set

cc: Mr. Eric Johnson, Kirkham Michael (with ALP drawings)
Ms. Anna Lannin, Nebraska Department of Aeronautics (with ALP drawings)
Mr. Steve Whitton, (w/o ALP drawings)

AIRPORT LAYOUT PLAN

CRETE MUNICIPAL AIRPORT

CRETE, NEBRASKA

AIP PROJECT NO. 3-31-0022-04 (3-31-0022-014 AS-BUILT 1/2022)

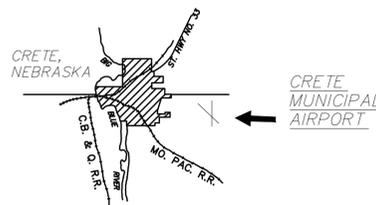


CRETE, NE
PROJECT LOCATION



LOCATION MAP

NO SCALE



VICINITY MAP

No Scale



INDEX OF SHEETS

1. AIRPORT LAYOUT DRAWING
2. AIRPORT AIRSPACE DRAWING
3. INNER PORTION OF THE APPROACH SURFACE DRAWING: RUNWAY 17 APPROACH
4. INNER PORTION OF THE APPROACH SURFACE DRAWING: RUNWAY 35 APPROACH
5. INNER PORTION OF THE APPROACH SURFACE DRAWING: RUNWAY 13/31 APPROACH
6. INNER PORTION OF THE APPROACH SURFACE DRAWING: RUNWAY CENTERLINE PROFILES
7. TERMINAL AREA DRAWING
8. LAND USE DRAWING
9. AIRPORT PROPERTY MAP

CONDITIONAL APPROVAL

The approval indicated by my signature is given subject to the condition that the items identified in our approval letter dated 3/30/22 may not be undertaken without prior written environmental approval by the Federal Aviation Administration. This approval action does not imply any commitment for Federal funding, or approval of future structures requiring notice under FAR Part 77.

JUSTIN K COLLIER
Digitally signed by JUSTIN K COLLIER
Date: 2022.03.30 12:28:14 -05'00'

APPROVAL - CRETE AIRPORT AUTHORITY

APPROVED BY: DATE: 3-22-22

BOARD CHAIRMAN

SNOW REMOVAL EQUIPMENT BUILDING	AIP 3-31-0022-05	11-05	NRG
LAND ACQUISITION	AIP 3-31-0022-06	11-07	CJB
PARTIAL PARALLEL TAXIWAY	AIP 3-31-0022-07	10-09	JDB
ELECTRICAL IMPROVEMENTS	AIP 3-31-0022-08/09	06-10	JDB
8-PLACE T-HANGAR	AIP 3-31-0022-012	11-17	JDB
FUEL SYSTEM	AIP 3-31-0022-014	1-22	JDB

No.	REVISIONS	DATE	BY	APP'D.

THE PREPARATION OF THESE DOCUMENTS WAS FINANCED IN PART THROUGH A PLANNING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER SECTION 505 OF THE AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, AS AMENDED. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THESE DOCUMENTS BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

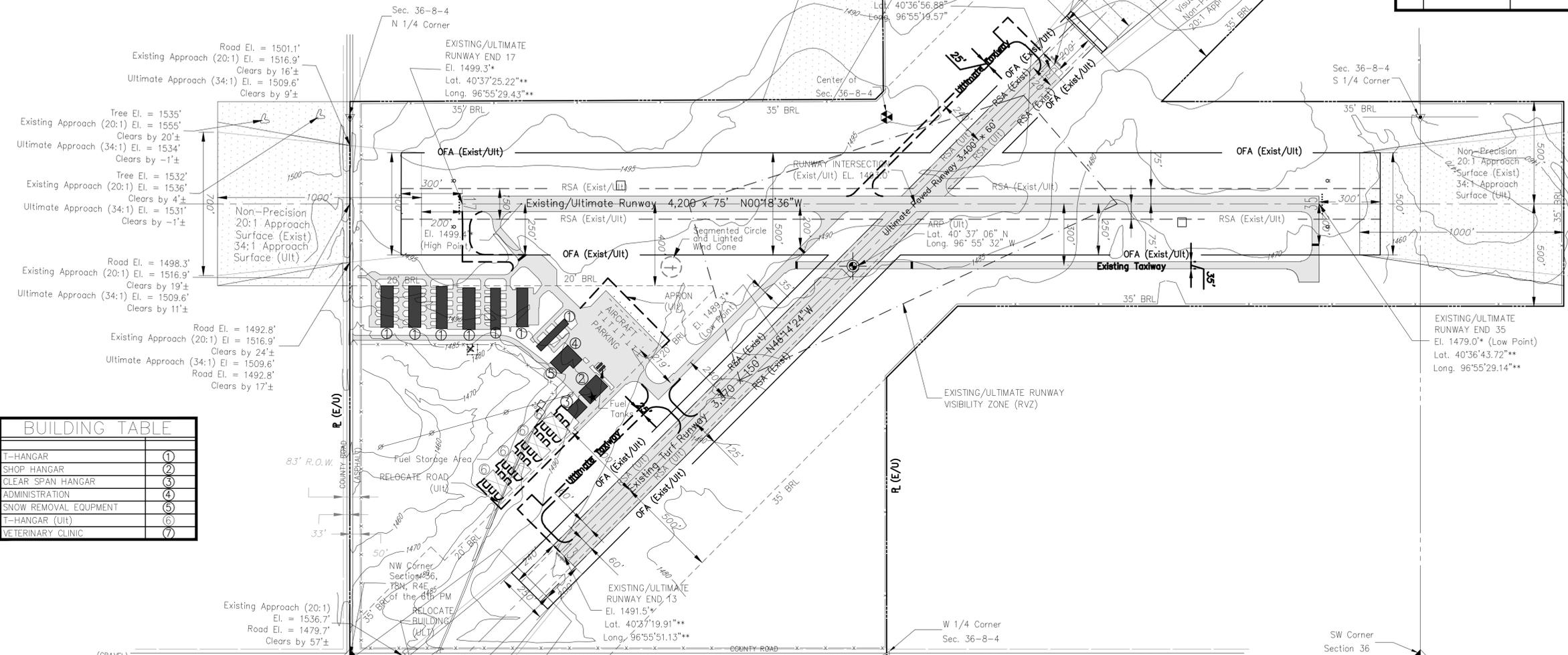
KIRKHAM MICHAEL
12700 WEST DODGE ROAD, P.O. BOX 542030, OMAHA, NEBRASKA 68154
VOICE (402) 393-5630 FAX (402) 255-3850

AIRPORT DATA TABLE		
	EXISTING	ULTIMATE
AIRPORT ELEVATION	1499'	1499'
AIRPORT REFERENCE POINT (ARP) COORDINATES	-----	Lat. 40°37'06" N Long. 96°55'32" W
MEAN MAXIMUM TEMPERATURE	90°F	90°F
AIRPORT ELECTRONIC AIDS	GPS	GPS
AIRPORT REFERENCE CODE	B-II	B-II

DECLARED DISTANCE DATA								
	17	35	17	35	13	31	13	31
TAKEOFF RUN AVAILABLE (TORA)								
TAKEOFF DISTANCE AVAILABLE (TODA)								
ACCEL STOP DISTANCE AVAILABLE (ASDA)								
LANDING DISTANCE AVAILABLE (LDA)								

OBSTACLE FREE ZONE (OFZ) OBJECT PENETRATIONS TABLE				
No.	PENETRATION	DESCRIPTION	DISPOSITION	ELEVATION
		-NONE-		

THRESHOLD SITING SURFACE OBJECT PENETRATIONS TABLE				
No.	PENETRATION	DESCRIPTION	DISPOSITION	ELEVATION
		-NONE-		



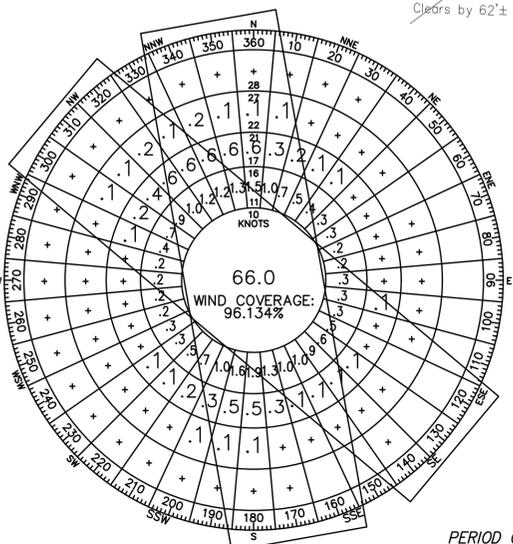
BUILDING TABLE	
T-HANGAR	①
SHOP HANGAR	②
CLEAR SPAN HANGAR	③
ADMINISTRATION	④
SNOW REMOVAL EQUIPMENT	⑤
T-HANGAR (ULT)	⑥
VETERINARY CLINIC	⑦

LEGEND		
	EXISTING	ULTIMATE
AIRPORT PROPERTY LINE	P (E)	R (U)
FENCE	---	---
THRESHOLD LIGHTS	•••	•••
WIND INDICATOR (WIND CONE)	+	+
BUILDINGS	■	■
AIRPORT BEACON	★	★
SEGMENTED CIRCLE	○	○
DRAINAGE STRUCTURE	—	—
TREES	⊖	⊖
UTILITY POLES & POWER LINES	—	—
AIRPORT REFERENCE POINT	⊙	⊙
AIRFIELD PAVEMENT	▨	▨
BUILDING RESTRICTION LINE	—	—
CULVERTS	—	—
GROUND CONTOUR	—	—
REIL	⊖	⊖
EASEMENT	▨	▨
PROPERTY TO PURCHASE	▨	▨
PAPI	⊖	⊖
TURF RUNWAY	▨	▨
HOLDLINE	—	—

MODIFICATION OF AIRPORT DESIGN STANDARDS			
APPROVAL DATE	AIRSPACE CASE NO.	STANDARD MODIFIED	DESCRIPTION
			-NONE-

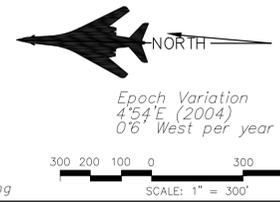
RUNWAY DATA TABLE				
	RUNWAY 17/35		RUNWAY 13/31	
	EXISTING	ULTIMATE	EXISTING	ULTIMATE
APPROACH CATEGORY/DESIGN GROUP	B-II	B-II	A-I	B-I
RUNWAY DIMENSIONS	4,200' x 75'	4,200' x 75'	3,370' x 150'	3,400' x 60'
RUNWAY LIGHTING	MIRL	MIRL	NONE	MIRL
RUNWAY MARKING	Non-Precision	Non-Precision	NONE	Non-Precision
PAVEMENT MATERIAL	CONCRETE	CONCRETE	TURF	CONCRETE
PAVEMENT STRENGTH (LBS)	30,000	30,000	N/A	12,500
RUNWAY SAFETY AREA (RSA)	4,800' x 150'	4,800' x 150'	3,850' x 150'	3,880' x 120'
RUNWAY OBJECT FREE AREA (ROFA)	4,800' x 500'	4,800' x 500'	3,850' x 250'	3,880' x 250'
OBSTACLE FREE ZONE	4,600' x 250'	4,800' x 250'	3,770' x 250'	3,800' x 250'
TAXIWAY WIDTH	35'	35'	NONE	25'
TAXIWAY LIGHTING	MIL	MIL	NONE	MIL
APPROACH SURFACE SLOPE	20:1 (17)	34:1 (17)	20:1 (13)	20:1 (13)
	20:1 (35)	34:1 (35)	20:1 (31)	20:1 (31)
ELECTRONIC AIDS	GPS	GPS	GPS	GPS
VISUAL AIDS	REIL, PAPI	REIL, PAPI	NONE	REIL, PAPI
APPROACH VISIBILITY MINIMUMS	1-MILE (17)	1-MILE (17)	1-MILE (13)	1-MILE (13)
	1-MILE (35)	1-MILE (35)	1-MILE (31)	1-MILE (31)
TOUCHDOWN ZONE ELEVATION (TDZE)	1499.4' (17)	1499.4' (17)	1494.4' (13)	1494.4' (13)
	1497.6' (35)	1497.6' (35)	1497.6' (31)	1497.6' (31)

*North American Vertical Datum of 1988 (NAVD 88)
 **North American Datum of 1983 (NAD 83)



WIND COVERAGE				
	10.5 KNOTS	13 KNOTS	16 KNOTS	20 KNOTS
RUNWAY 17-35	91.51%	95.95%	98.85%	99.69%
RUNWAY 13-31	84.53%	91.08%	96.86%	99.14%
COMBINED COVERAGE	96.2%	98.5%	99.6%	99.9%

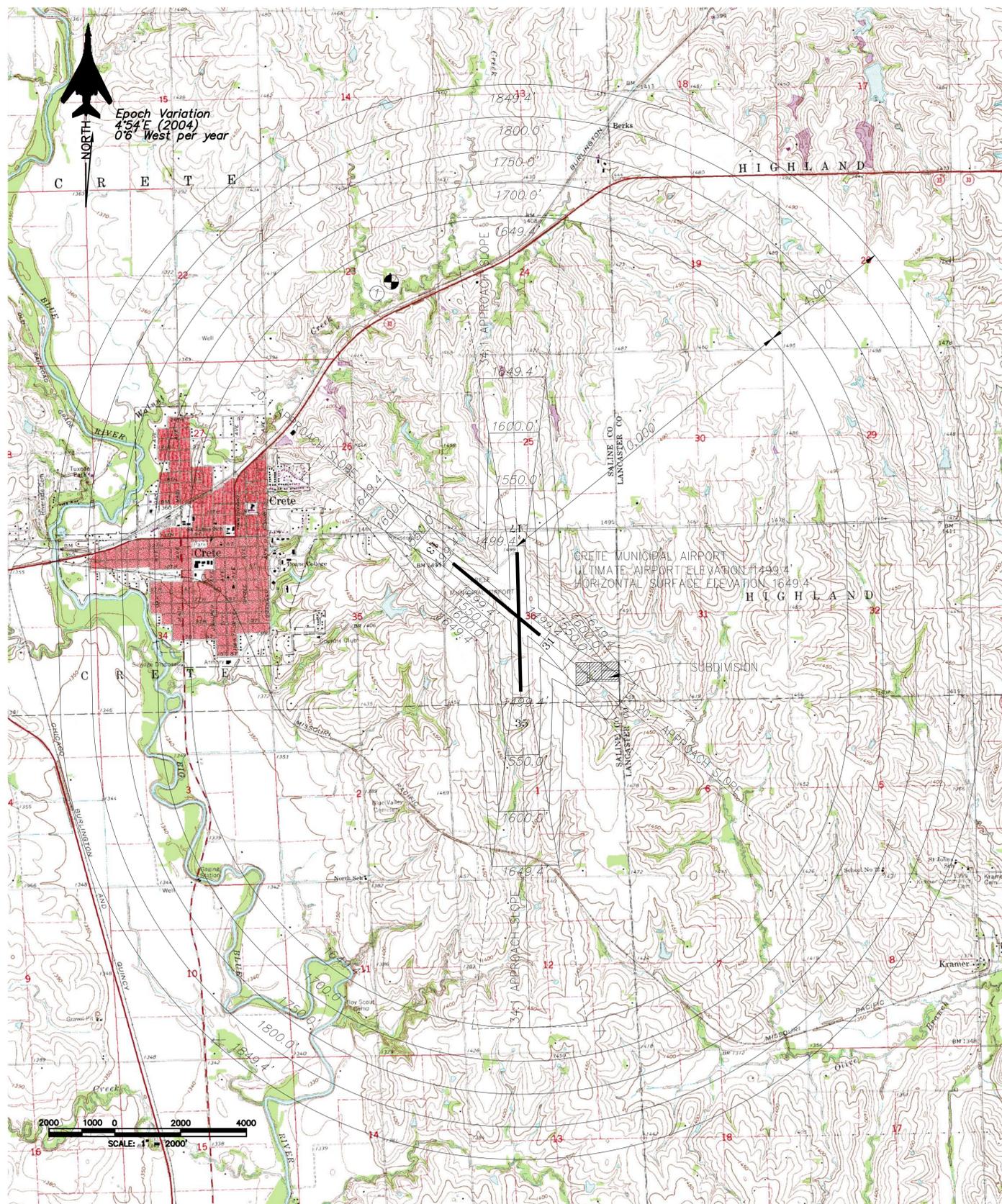
WIND ROSE
 SOURCE: NATIONAL CLIMATIC DATA CENTER FOR LINCOLN MUNICIPAL AIRPORT WIND OBSERVATIONS
 PERIOD OF RECORD: 1993 THROUGH 2002



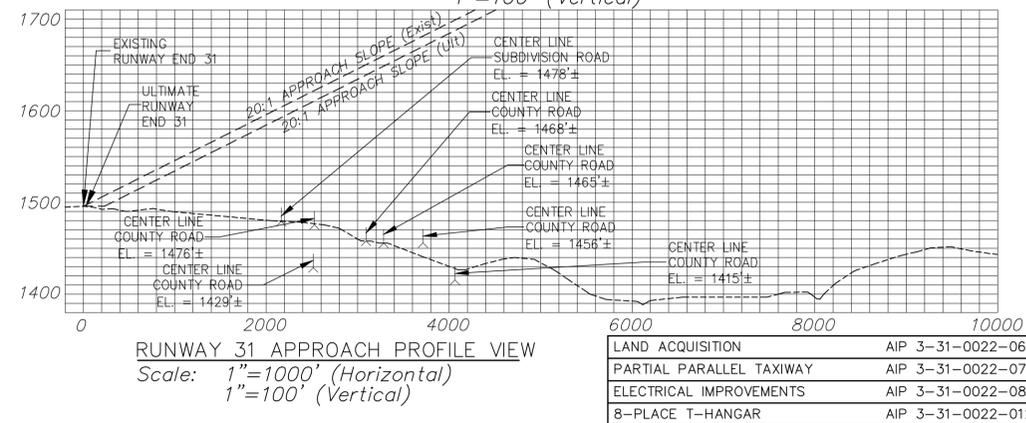
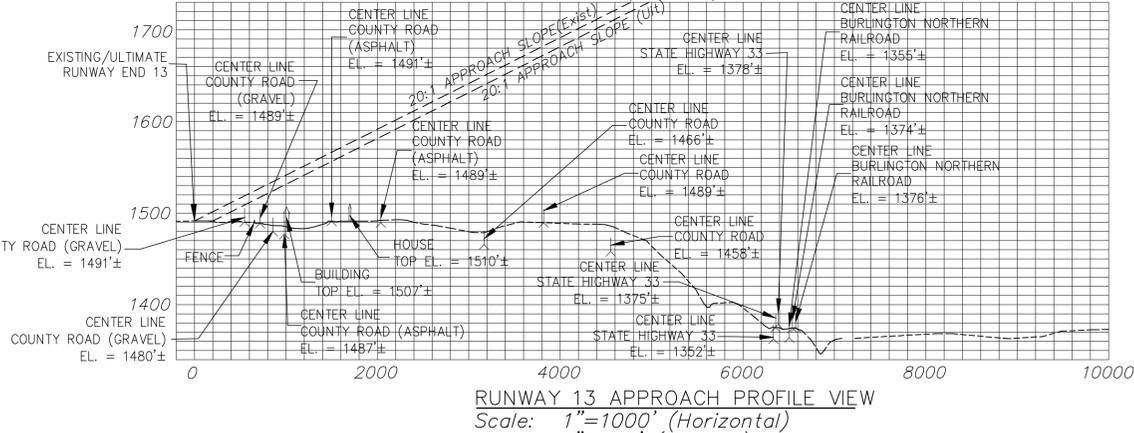
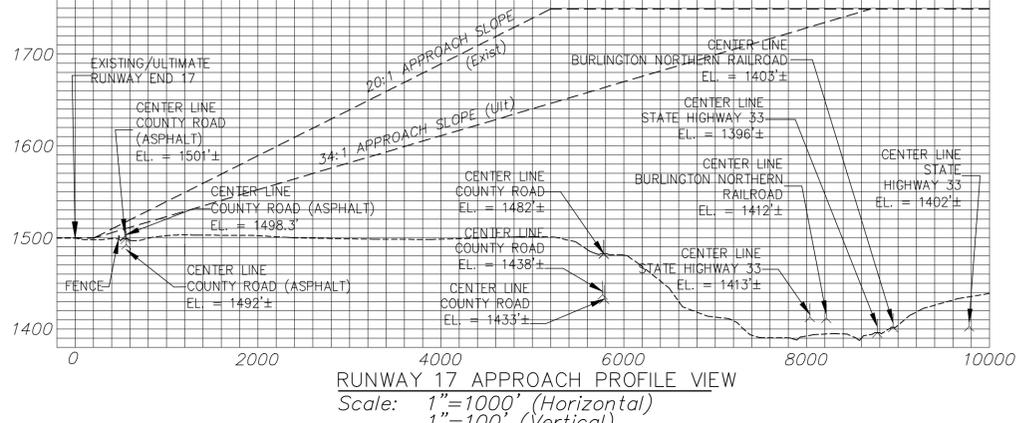
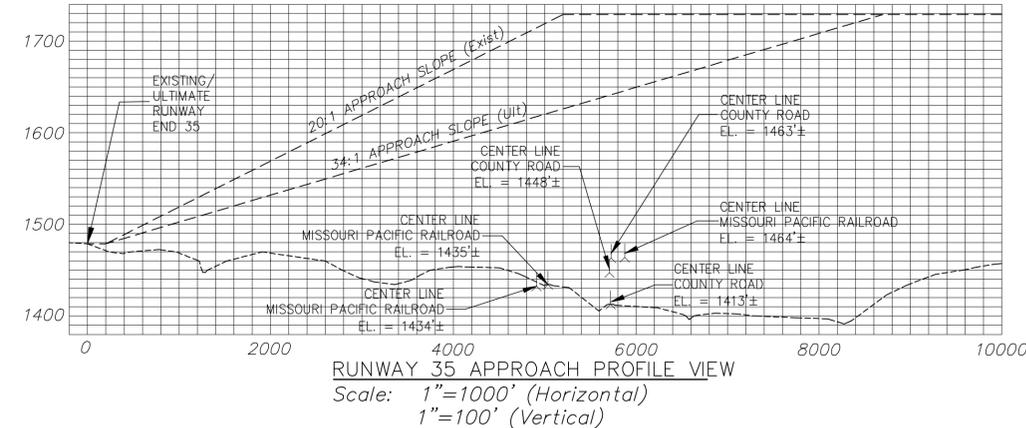
NOTE: Basis for establishment of the building restriction line is from Part 77, 7:1 side slope using an elevation of 1499'.

No.	REVISIONS	DATE	BY	APP'D.
	SNOW REMOVAL EQUIPMENT BUILDING	AIP 3-31-0022-05	11-05	NRG
	LAND ACQUISITION	AIP 3-31-0022-06	11-07	CUB
	PARTIAL PARALLEL TAXIWAY	AIP 3-31-0022-07	10-09	JDB
	ELECTRICAL IMPROVEMENTS	AIP 3-31-0022-08/09	06-10	JDB
	8-PLACE T-HANGAR	AIP 3-31-0022-012	11-17	JDB
	FUEL SYSTEM	AIP 3-31-0022-014	1-22	JDB

"THE PREPARATION OF THESE DOCUMENTS WAS FINANCED IN PART THROUGH A PLANNING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER SECTION 505 OF THE AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, AS AMENDED. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THESE DOCUMENTS BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS."

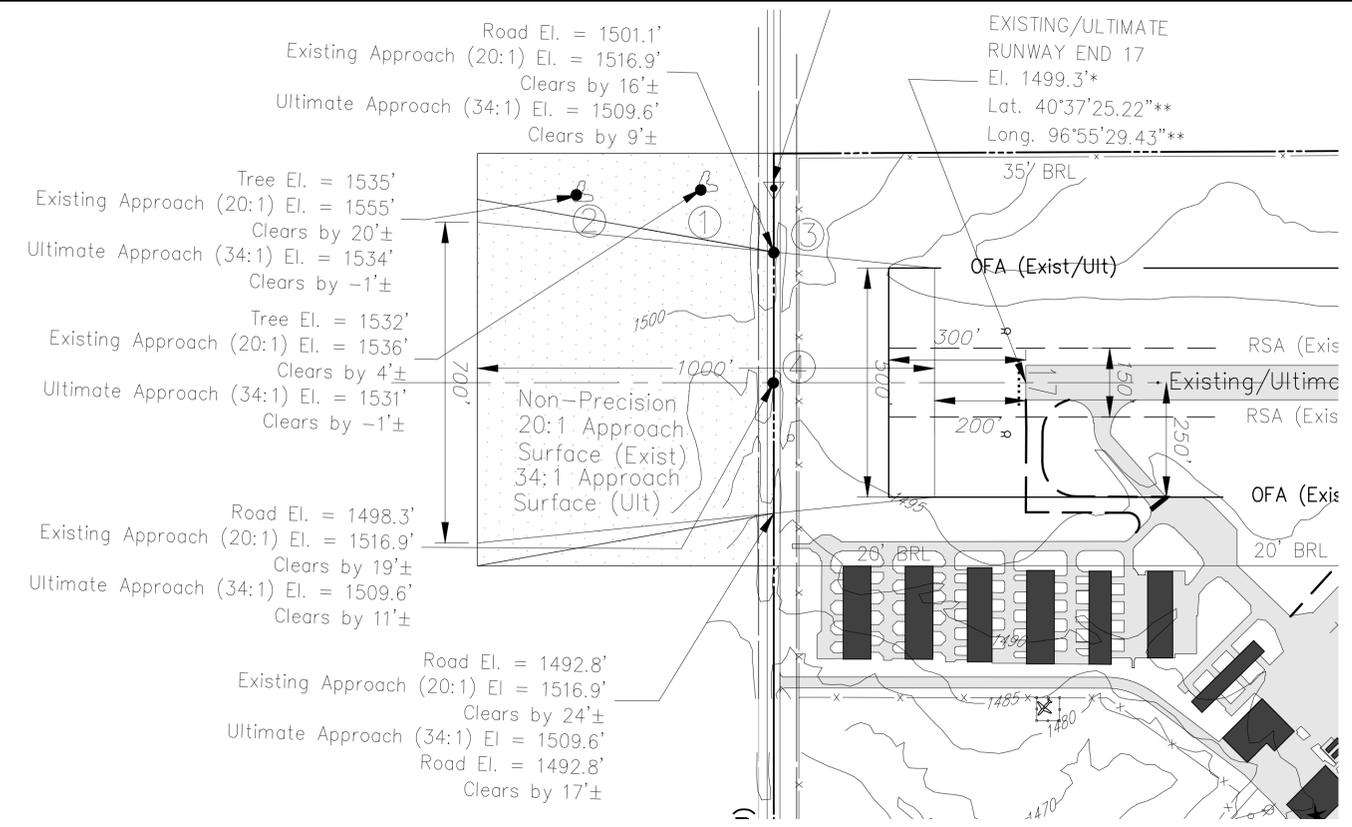


OBSTRUCTION TABLE (BEYOND INNER APPROACH SURFACE)				
No.	ELEVATION	DESCRIPTION	PENETRATION	DISPOSITION
1	1700.0'	TOWER	50.6'	LIGHT TOWER



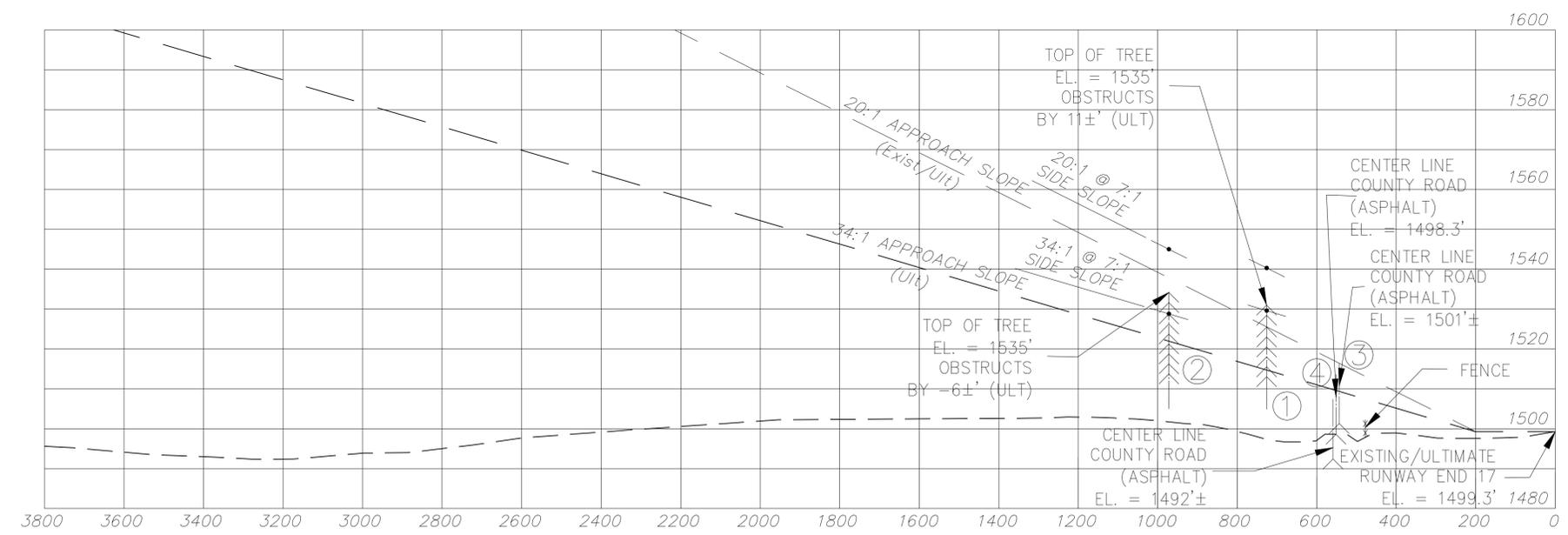
No.	REVISIONS	DATE	BY	APP'D.
	LAND ACQUISITION	AIP 3-31-0022-06	11-07	CJB
	PARTIAL PARALLEL TAXIWAY	AIP 3-31-0022-07	10-09	JDB
	ELECTRICAL IMPROVEMENTS	AIP 3-31-0022-08/09	06-10	JDB
	8-PLACE T-HANGAR	AIP 3-31-0022-012	11-17	JDB
	FUEL SYSTEM	AIP 3-31-0022-014	1-22	JDB

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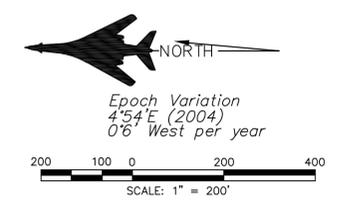


RUNWAY 17 APPROACH PLAN VIEW
Scale: 1"=200'

NOTE: CLEARANCES IN PLAN VIEW FOR ROADWAY CENTERLINES DO NOT INCLUDE 15' ROADWAY CLEARANCE



RUNWAY 17 INNER APPROACH PROFILE VIEW
Scale: 1"=200' (Horizontal)
1"=20' (Vertical)

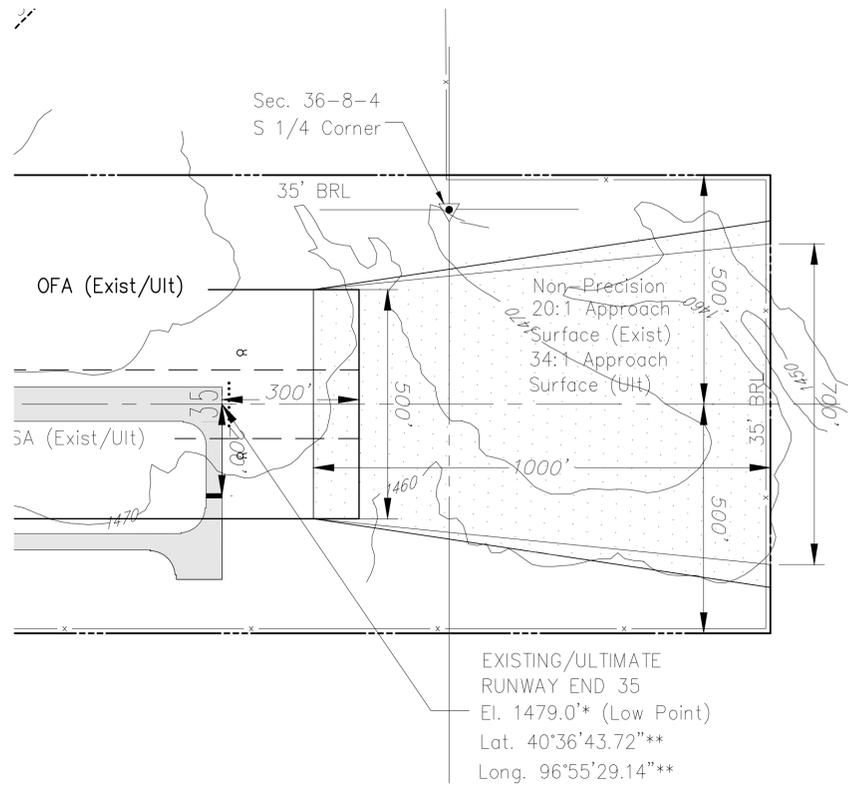


OBSTRUCTION TABLE RUNWAY END 17 APPROACH					
No.	ELEVATION	DESCRIPTION	PENETRATION	DISPOSITION	SURFACE
1	1535'±	TREES	5'±	REMOVE	34:1 APPROACH SLOPE @ 7:1 SIDE SLOPE
2	1535'±	TREES	6'±	REMOVE	34:1 APPROACH SLOPE @ 7:1 SIDE SLOPE
3	1501'±	COUNTY ROAD (ASPHALT)	6'± (ULT)	SEE AC 150/5300-13 APPENDIX 2	34:1 APPROACH
4	1510'±	COUNTY ROAD (ASPHALT)	4'± (ULT)	SEE AC 150/5300-13 APPENDIX 2	34:1 APPROACH

SNOW REMOVAL EQUIPMENT BUILDING	AIP 3-31-0022-05	11-05	NRG	
LAND ACQUISITION	AIP 3-31-0022-06	11-07	CJB	
PARTIAL PARALLEL TAXIWAY	AIP 3-31-0022-07	10-09	JDB	
ELECTRICAL IMPROVEMENTS	AIP 3-31-0022-08/09	06-10	JDB	
8-PLACE T-HANGAR	AIP 3-31-0022-012	11-17	JDB	
FUEL SYSTEM	AIP 3-31-0022-014	1-22	JDB	

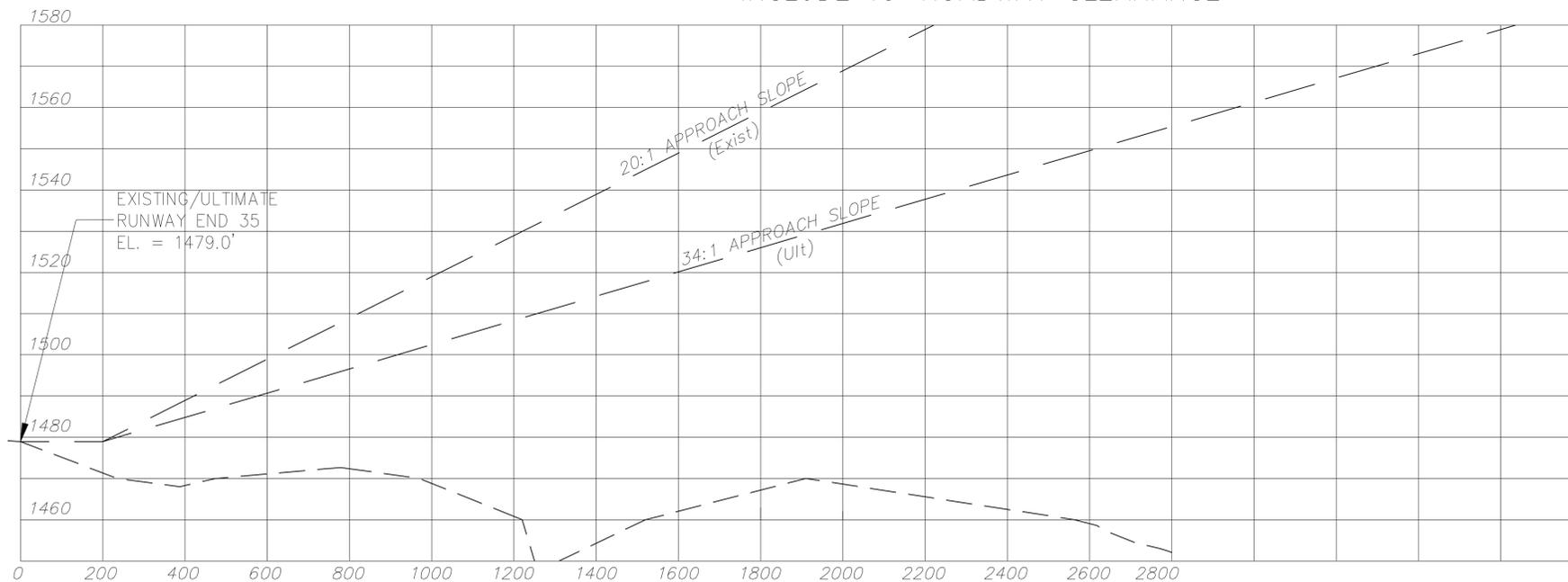
No.	REVISIONS	DATE	BY	APP'D.

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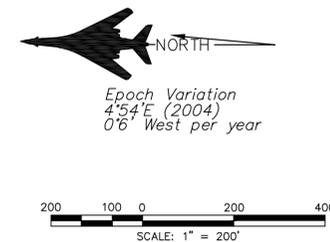


RUNWAY 35 APPROACH PLAN VIEW
Scale: 1"=200'

NOTE: CLEARANCES IN PLAN VIEW FOR ROADWAY CENTERLINES DO NOT INCLUDE 15' ROADWAY CLEARANCE



RUNWAY 35 INNER APPROACH PROFILE VIEW
Scale: 1"=200' (Horizontal)
1"=20' (Vertical)

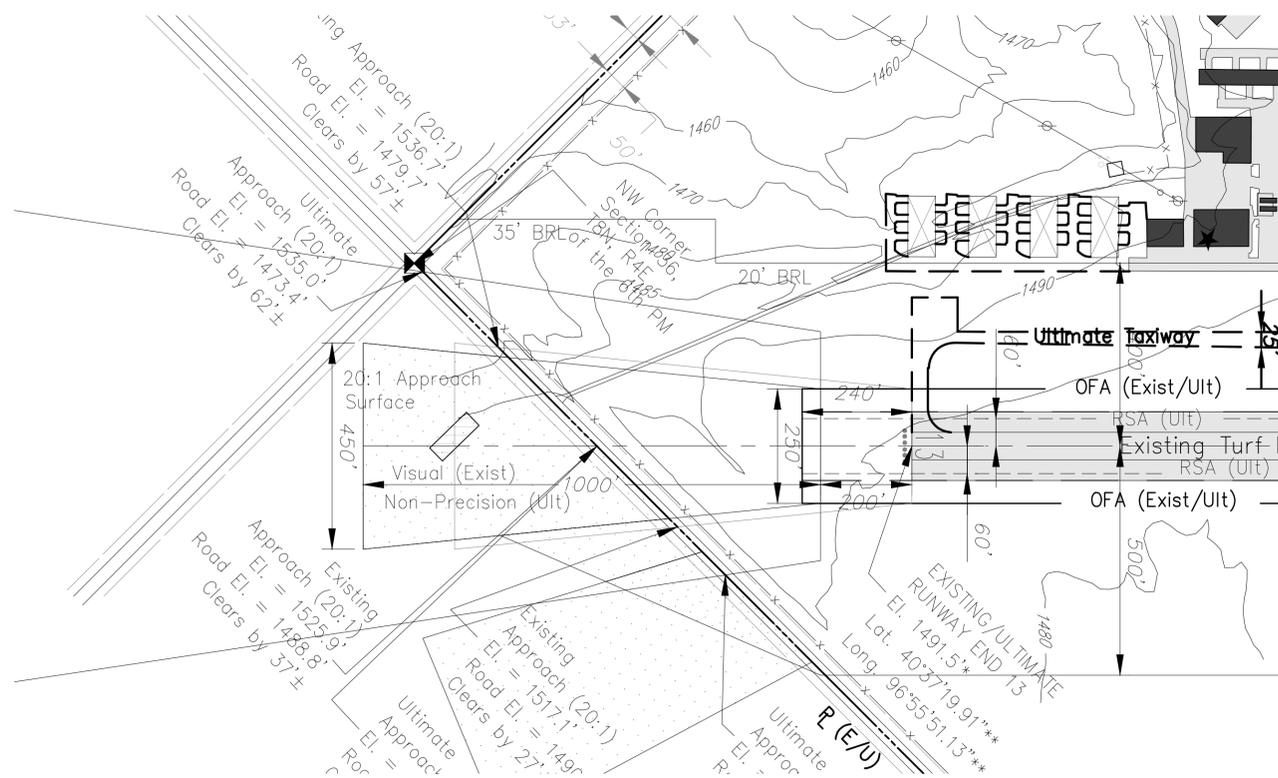


OBSTRUCTION TABLE RUNWAY END 35 APPROACH				
No.	ELEVATION	DESCRIPTION	PENETRATION	DISPOSITION
		-NONE-		

SNOW REMOVAL EQUIPMENT BUILDING	AIP 3-31-0022-05	11-05	NRG	
LAND ACQUISITION	AIP 3-31-0022-06	11-07	CJB	
PARTIAL PARALLEL TAXIWAY	AIP 3-31-0022-07	10-09	JDB	
ELECTRICAL IMPROVEMENTS	AIP 3-31-0022-08/09	06-10	JDB	
8-PLACE T-HANGAR	AIP 3-31-0022-012	11-17	JDB	
FUEL SYSTEM	AIP 3-31-0022-014	1-22	JDB	

No.	REVISIONS	DATE	BY	APP'D.

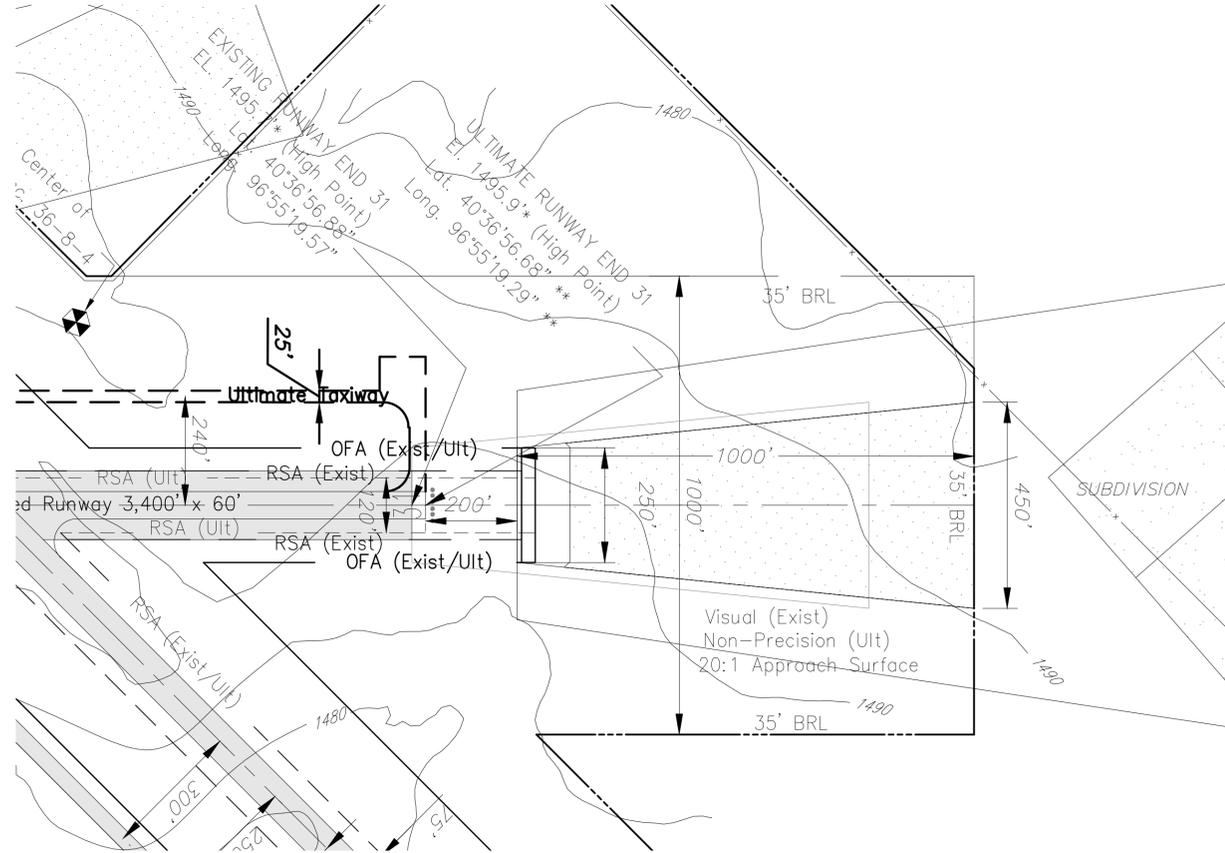
*THE PREPARATION OF THESE DOCUMENTS WAS FINANCED IN PART THROUGH A PLANNING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER SECTION 505 OF THE AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, AS AMENDED. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THESE DOCUMENTS BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.



RUNWAY 13 APPROACH PLAN VIEW

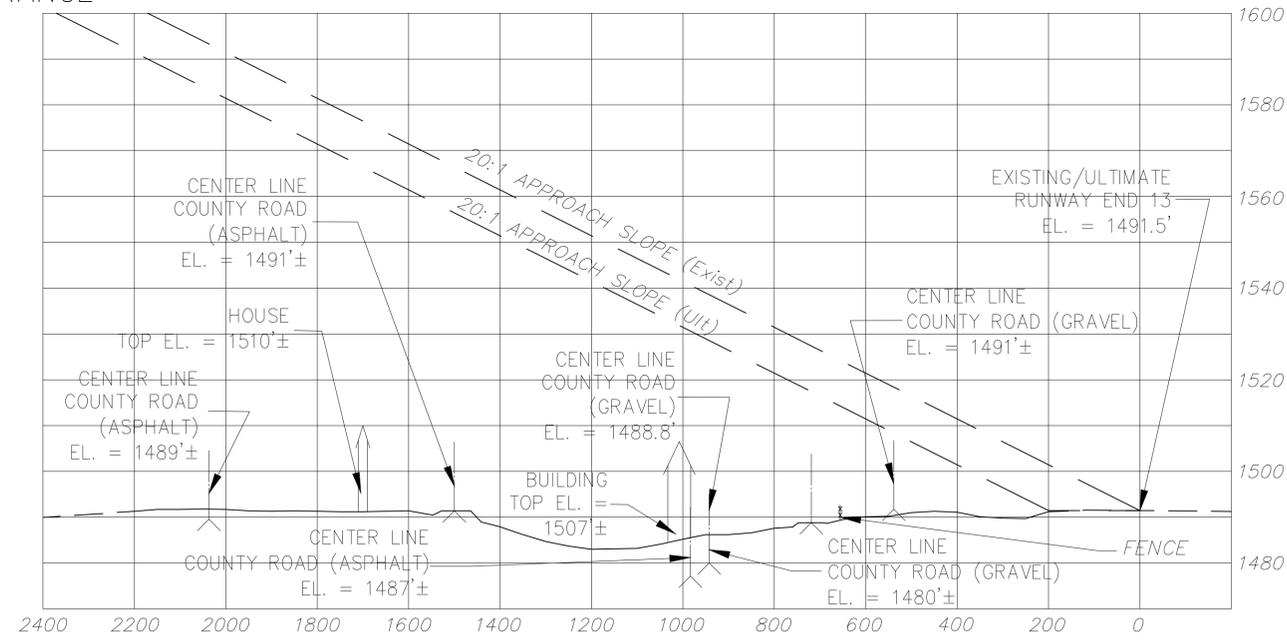
Scale: 1"=200'

NOTE: CLEARANCES IN PLAN VIEW FOR ROADWAY CENTERLINES DO NOT INCLUDE 15' ROADWAY CLEARANCE



RUNWAY 31 APPROACH PLAN VIEW

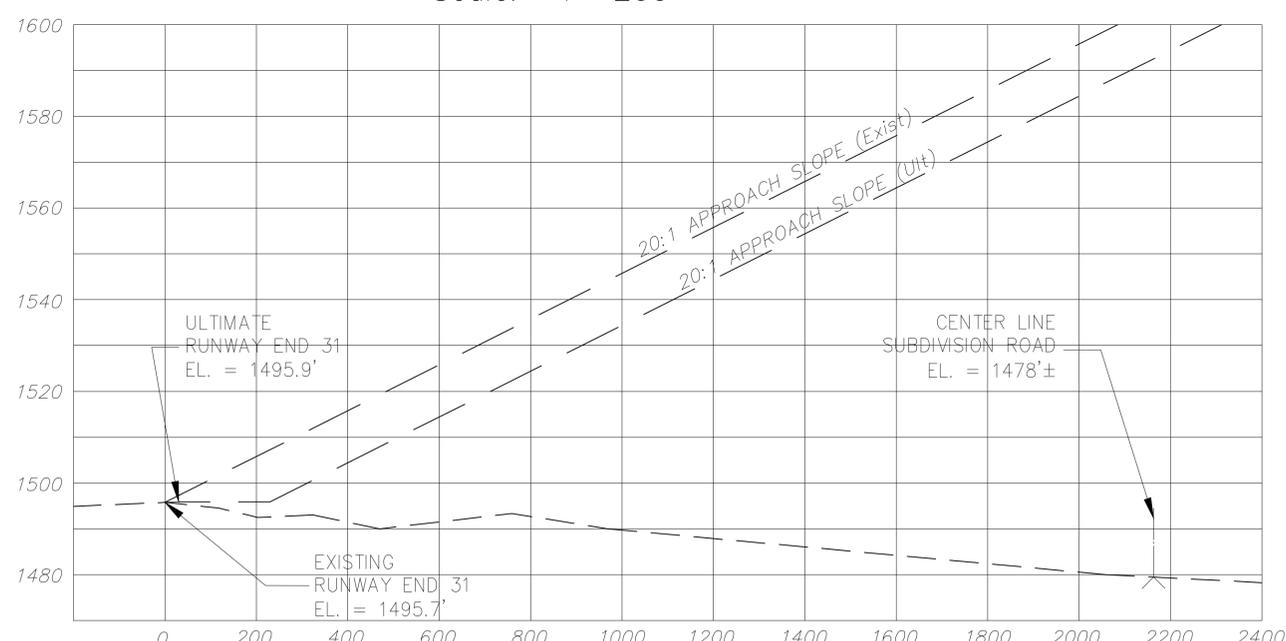
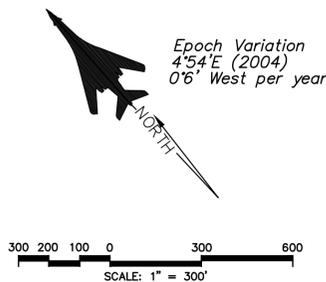
Scale: 1"=200'



RUNWAY 13 INNER APPROACH PROFILE VIEW

Scale: 1"=200' (Horizontal)
1"=20' (Vertical)

OBSTRUCTION TABLE RUNWAY END 13 APPROACH				
No.	ELEVATION	DESCRIPTION	PENETRATION	DISPOSITION
		-NONE-		



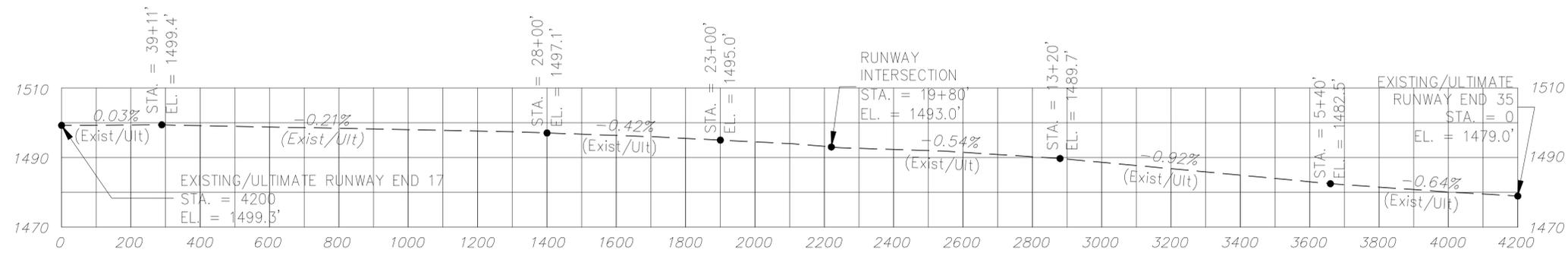
RUNWAY 31 INNER APPROACH PROFILE VIEW

Scale: 1"=200' (Horizontal)
1"=20' (Vertical)

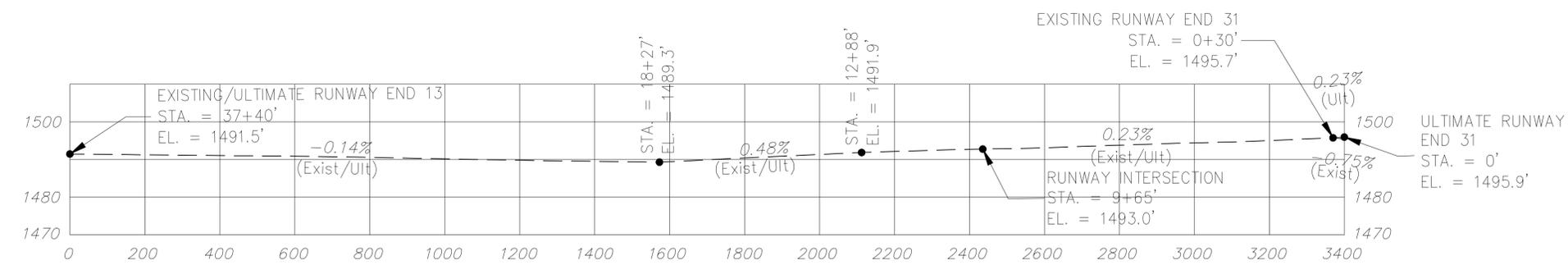
OBSTRUCTION TABLE RUNWAY END 31 APPROACH				
No.	ELEVATION	DESCRIPTION	PENETRATION	DISPOSITION
		-NONE-		

No.	REVISIONS	DATE	BY	APP'D.
	SNOW REMOVAL EQUIPMENT BUILDING	AIP 3-31-0022-05	11-05	NRG
	LAND ACQUISITION	AIP 3-31-0022-06	11-07	CJB
	PARTIAL PARALLEL TAXIWAY	AIP 3-31-0022-07	10-09	JDB
	ELECTRICAL IMPROVEMENTS	AIP 3-31-0022-08/09	06-10	JDB
	8-PLACE T-HANGAR	AIP 3-31-0022-012	11-17	JDB
	FUEL SYSTEM	AIP 3-31-0022-014	1-22	JDB

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RUNWAY 17/35 PROFILE (Exist/Ult)
 Scale: 1"=200' (Horizontal)
 1"=20' (Vertical)

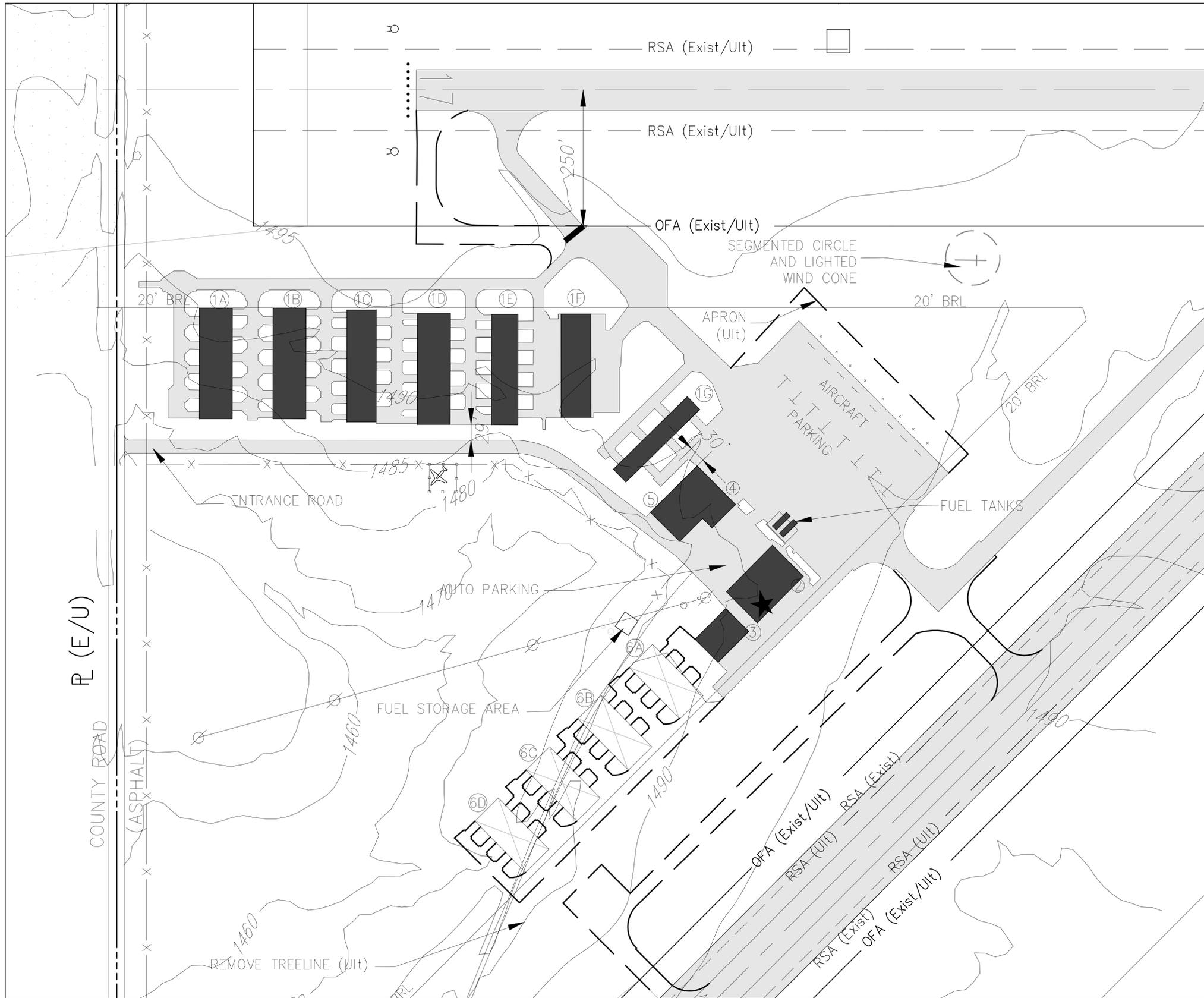


RUNWAY 13/31 PROFILE (Exist/Ult)
 Scale: 1"=200' (Horizontal)
 1"=20' (Vertical)

SNOW REMOVAL EQUIPMENT BUILDING	AIP 3-31-0022-05	11-05	NRG	
LAND ACQUISITION	AIP 3-31-0022-06	11-07	CJB	
PARTIAL PARALLEL TAXIWAY	AIP 3-31-0022-07	10-09	JDB	
ELECTRICAL IMPROVEMENTS	AIP 3-31-0022-08/09	06-10	JDB	
8-PLACE T-HANGAR	AIP 3-31-0022-012	11-17	JDB	
FUEL SYSTEM	AIP 3-31-0022-014	1-22	JDB	

No.	REVISIONS	DATE	BY	APP'D.

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LEGEND		
	EXISTING	ULTIMATE
AIRPORT PROPERTY LINE	R (E)	R (U)
FENCE	---	---
THRESHOLD LIGHTS	•••••	•••••
WIND INDICATOR (WIND TEE)	+	+
BUILDINGS	█	█
AIRPORT BEACON	★	★
SEGMENTED CIRCLE	○	○
DRAINAGE STRUCTURE	▭	▭
TREES	⊙	⊙
UTILITY POLES & POWER LINES	⊕	⊕
AIRFIELD PAVEMENT	▨	▨
BUILDING RESTRICTION LINE	---	35' BRL
CULVERTS	▭	▭
GROUND CONTOUR	---	1480
VASI	▲	▲
EASEMENT	▨	▨
PROPERTY TO PURCHASE	▭	▭
PAPI	▭	▭
TURF RUNWAY	▨	▨
HOLDLINE	---	---

BUILDING TABLE		
STRUCTURE		ELEVATION
(A) T-HANGAR		1509'±
(B) T-HANGAR		1512'±
(C) T-HANGAR		1511'±
(D) T-HANGAR		1511'±
(E) T-HANGAR		1511'±
(F) T-HANGAR		1510'±
(G) T-HANGAR		1511'±
(4) ADMINISTRATION		1512'±
(2) SHOP HANGAR		1511'±
(3) CLEAR SPAN HANGAR		1511'±
(5) SNOW REMOVAL EQUIPMENT		1513'±
(6A) T-HANGAR (Ult)		
(6B) T-HANGAR (Ult)		
(6C) T-HANGAR (Ult)		
(6D) T-HANGAR (Ult)		



North

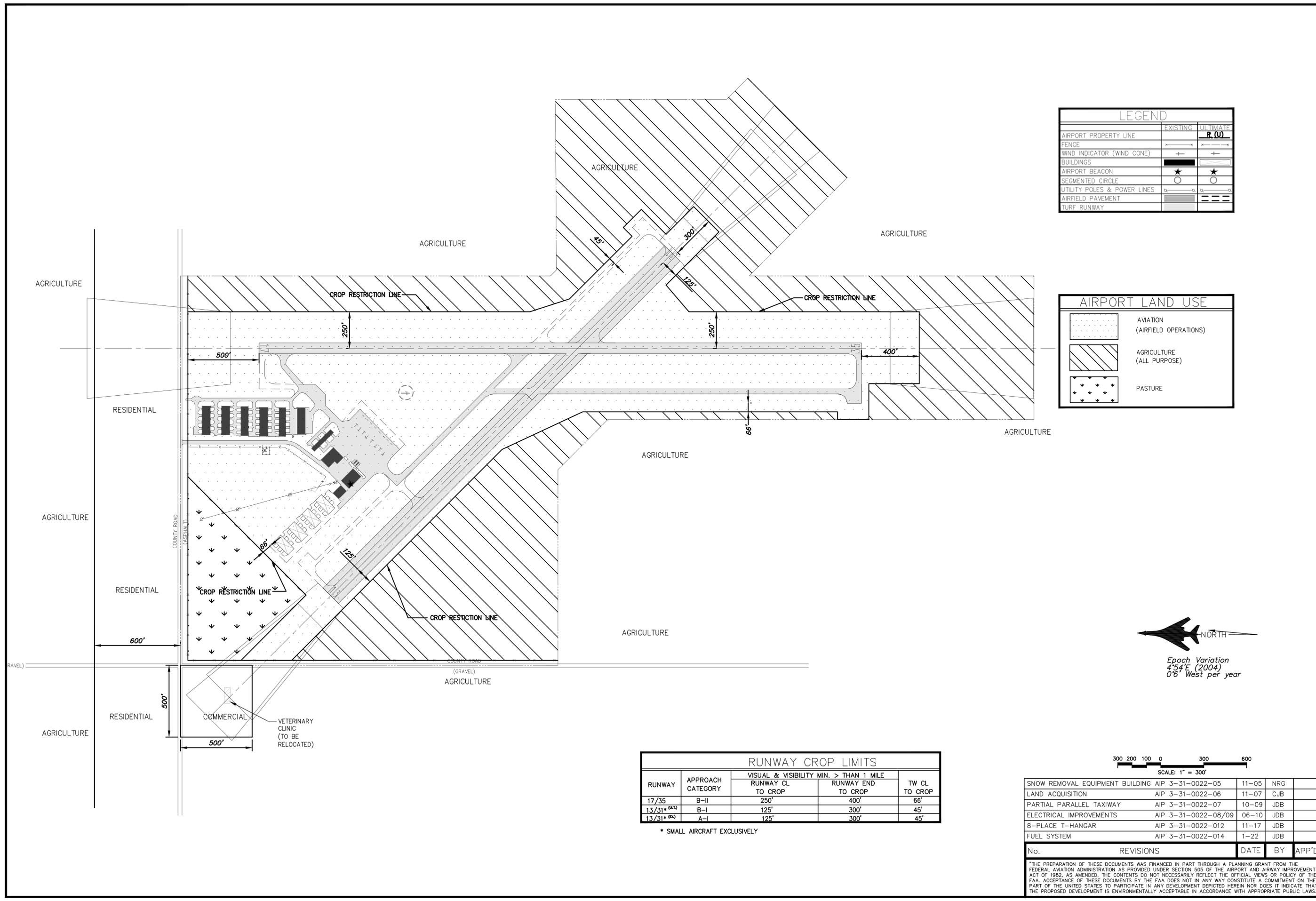
Epoch Variation
4'54"E (2004)
0'6" West per year

100 50 0 100 200
SCALE: 1" = 100'

SNOW REMOVAL EQUIPMENT BUILDING	AIP 3-31-0022-05	11-05	NRG
LAND ACQUISITION	AIP 3-31-0022-06	11-07	CJB
PARTIAL PARALLEL TAXIWAY	AIP 3-31-0022-07	10-09	JDB
ELECTRICAL IMPROVEMENTS	AIP 3-31-0022-08/09	06-10	JDB
8-PLACE T-HANGAR	AIP 3-31-0022-012	11-17	JDB
FUEL SYSTEM	AIP 3-31-0022-014	1-22	JDB

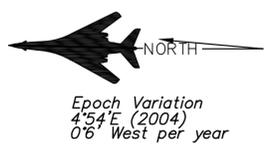
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LEGEND		
	EXISTING	ULTIMATE
AIRPORT PROPERTY LINE	—	— (U)
FENCE	—	—
WIND INDICATOR (WIND CONE)	+	+
BUILDINGS	■	■
AIRPORT BEACON	★	★
SEGMENTED CIRCLE	○	○
UTILITY POLES & POWER LINES	—	—
AIRFIELD PAVEMENT	—	—
TURF RUNWAY	—	—

AIRPORT LAND USE	
	AVIATION (AIRFIELD OPERATIONS)
	AGRICULTURE (ALL PURPOSE)
	PASTURE



RUNWAY CROP LIMITS				
RUNWAY	APPROACH CATEGORY	VISUAL & VISIBILITY MIN. > THAN 1 MILE		TW CL TO CROP
		RUNWAY CL TO CROP	RUNWAY END TO CROP	
17/35	B-II	250'	400'	66'
13/31* (A1)	B-I	125'	300'	45'
13/31* (A2)	A-I	125'	300'	45'

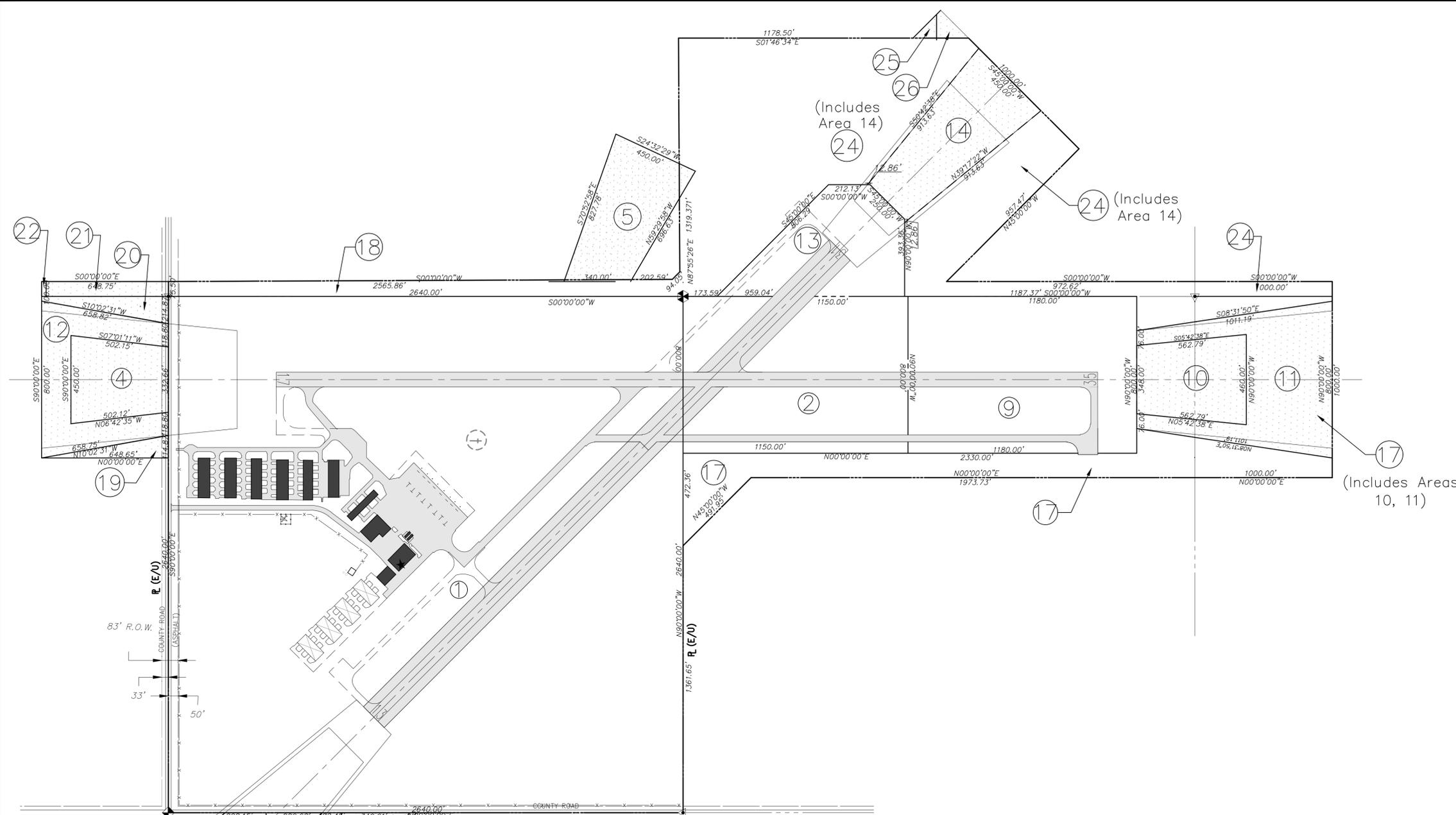
* SMALL AIRCRAFT EXCLUSIVELY



No.	REVISIONS	DATE	BY	APP'D.
1	SNOW REMOVAL EQUIPMENT BUILDING	AIP 3-31-0022-05	11-05	NRG
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4	ELECTRICAL IMPROVEMENTS	AIP 3-31-0022-08/09	06-10	JDB
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designed
checked
km no. 0307226



LEGEND		
	EXISTING P (E)	ULTIMATE P (U)
AIRPORT PROPERTY LINE	— P (E) —	— P (U) —
FENCE	— + —	— + —
WIND INDICATOR (WIND CONE)	+	+
BUILDINGS	■	■
AIRPORT BEACON	★	★
SEGMENTED CIRCLE	○	○
AIRFIELD PAVEMENT	▨	▨
EASEMENT	▨	▨
PROPERTY TO PURCHASE	▨	▨
TURF RUNWAY	▨	▨

AREA	ACRES	INTEREST	ACQUISITION DATE	PROJECT NO.
1	160.00	IN FEE	1947	9-25-012-103
2	21.12	IN FEE	1964	9-25-012-L404
4	4.43	EASEMENT	1964	9-25-012-L404
5	7.04	EASEMENT	1964	9-25-012-L404
6	5.76	EASEMENT	1964	9-25-012-L404
9	21.67	IN FEE	1976	7-31-0022-01
10	5.19	EASEMENT	1976	7-31-0022-01
11	9.73	EASEMENT	1986	3-31-0022-01
12	5.77	EASEMENT	1986	3-31-0022-01
13	8.46	IN FEE	1986	3-31-0022-02
14	7.44	EASEMENT	1986	3-31-0022-02
15	3.13	EASEMENT	1986	3-31-0022-02
16	1.15	EASEMENT	1986	3-31-0022-02
17	28.11	IN FEE	2006	3-31-0022-06
18	5.08	IN FEE	2006	3-31-0022-06
19	0.69	EASEMENT	2006	3-31-0022-06
20	0.85	EASEMENT	2006	3-31-0022-06
21	1.14	EASEMENT	2006	3-31-0022-06
22	0.03	EASEMENT	2006	3-31-0022-06
23	1.44	EASEMENT	2006	3-31-0022-06
24	46.83	IN FEE	2006	3-31-0022-06
25	0.19	EASEMENT	2006	3-31-0022-06
26	0.31	EASEMENT	2006	3-31-0022-06

No.	REVISIONS	DATE	BY	APP'D.
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