

Airport Advisory Board Meeting
Thursday, September 12, 2024 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. Approve Minutes

3.B. Consider draft scope of services for engineering to construct a hangar

3.C. Discuss timeline and data for hangar rentals

3.D. Discussion on Amendment to the Lease Agreement between the City of Crete and Air Methods, LLC

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.B. Crete Fuel Report

5. Adjournment

6. Petitions - Communications - Citizen Concerns

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

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.



CRETE AIRPORT ADVISORY BOARD MEETING

August 8th, 2024 at 8:15 AM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Greg Hier: Present
Kirk Keller: Present
Howard Nitzel: Present
Blaine Spanjer: Present
James Dux: Absent
Present: 4

Also present: City Administrator Tom Ourada, Chris Corr, City Attorney Anna Burge, Finance Director Wendy Thomas, City Clerk Nancy Tellez

3. Items of Business

3.A. Approve July 11th, 2024 Minutes

Howard Nitzel motioned to approve the amended minutes and Greg Hier seconded the motion.

3.B. Consider the Application for Special Event Permit SE24-07 Chamber BBQ at the Crete Municipal Airport Hangar

City Administrator Tom Ourada stated that this event has taken place in the past and the Chamber has included the insurance along with the application. Airport Manager Will White mentioned that he will be there during the event.

Kirk Keller motioned to approve the Special Event Permit SE24-07 and Howard Nitzel seconded the motion.

3.C. Consider the Application for Special Event Permit SE24-08 AO Alumni Homecoming

Howard Nitzel motioned to approve the Special Event Permit SE24-08 AO Alumni Homecoming and Kirk Keller seconded the motion.

3.D. Consider Hangar Door Engineering

Chris Corr stated he had spoken to the Airport Advisory Board and City Administrator Tom Ourada about pulling some of the bidding costs and removing them completely or moving those costs into the construction/administration fees. Airport Advisory Board member Blaine Spanjer asked if the Board will need a new agreement to approve for the next meeting. Chris Corr mentioned he would send a copy to City Administrator Tom Ourada. Ourada stated that he might ask JEO since they are the City Engineers if they can do it under their agreement with the City.

Discussion was held on what projects the Airport Advisory Board would like to ask funding for. Spanjer stated that the Airport Advisory Board could ask for the hangar and if that isn't approved then moving forward with the 240 parallel taxiway.

Corr stated that a consultant looked at the fuel system and there were two concerns. The first concern was with the single point fuel in the hose is probably the original when it was set up and the former doing the maintenance on the fuel facility and needs to cycle that fuel to pump it through. The second concern was making sure the water is being pulled out of the tank.

4. Officers' Reports

City Administrator Tom Ourada passed out the new budget to the Airport Advisory Board.

Kirk Keller motioned and Howard Nitzel seconded to approve the budget.

4.A. Airport Manager Report

5. Petitions - Communications - Citizen Concerns

6. Adjournment

9:15 a.m.

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (“Amendment”) is entered into and effective as of the date of the last signature below (the “Effective Date”), by and between the City of Crete, Nebraska (“Landlord”) and Air Methods, LLC (formerly Air Methods Corporation) (“Tenant,” collectively with Landlord, the “Parties”).

WHEREAS, Tenant and Landlord entered into that certain Lease Agreement dated June 15, 2017, as amended (collectively, the “Lease”), whereby Landlord leased to Tenant the premises located at 2429 County Road F, Crete, NE 68333 (the “Premises”); and,

WHEREAS, the Parties mutually desire to amend the Lease as further set forth below.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Capitalized Terms.** Any capitalized terms used but not otherwise defined herein shall have the same meaning as such terms in the Lease.
2. **Amendment to Section 2, Term.** The Parties hereby agree to renew the Term of the Lease for a period of three (3) years, through December 31, 2028.
3. **Tenant’s Work.** Notwithstanding Landlord’s obligation to maintain and repair the Hangar door as set forth in Section 8 of the Lease, Tenant has agreed to replace the Hangar door pursuant to the terms of this Amendment. Tenant agrees to replace the Hangar door at the Premises at its cost and expense (collectively, “Tenant’s Work”) and Landlord hereby consents to Tenant’s Work. Tenant’s Work is expected to cost approximately Sixty Thousand Dollars (\$60,000.00) pursuant to Tenant’s approximation as of the Effective Date. Landlord, its employees, agents, contractors, and representatives shall cooperate with Tenant to provide timely approvals, feedback, and consents as required by Tenant to progress and complete Tenant’s Work. Landlord shall provide Tenant and its contractors and representatives unrestricted access to and use of the Premises as needed by such parties to progress and complete Tenant’s Work. Landlord agrees to indemnify and save Tenant harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys’ fees) to the extent arising from Tenant’s Work.
4. **Amendment to Section 4, Rent.** In consideration of Tenant paying for Tenant’s Work set forth above, the Parties hereby agree to amend the Rent as set forth below:
 - a. January 1, 2025 through April 1, 2028: Seven Hundred and Fifty Dollars (\$750.00) per month
 - b. May 1, 2028 through December 31, 2028: One Thousand and Five Hundred Dollars (\$1,500.00) per month
5. **Amendment.** This Amendment may not be amended, modified or supplemented, except upon the execution and delivery of a written instrument executed by the Parties.
6. **Entire Agreement.** This Amendment supersedes and replaces all prior agreements between the Parties related to the subject matter hereof.
7. **Full Force and Effect.** All other terms and conditions of the Lease shall remain in full force and effect.

8. **Counterparts.** This Amendment may be executed in one or more counterparts (including by facsimile, PDF or other electronic means), each of which will be deemed an original and all of which together will constitute one and the same agreement.

IN WITNESS HEREOF, the Parties have executed this Amendment as of the Effective Date.

City of Crete, Nebraska

Air Methods, LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

**CRETE FUEL LLC
FLOW TRACKER - 2024**

MONTH	YEAR	100LL	JET-A	TOTAL GALLONS	FLOWAGE FEE
JULY	2023	1420.50	2376.10	3796.60	\$303.73
AUGUST	2023	1619.40	3541.60	5161.00	\$412.88
SEPTEMBER	2023	1149.80	3822.60	4972.40	\$397.79
OCTOBER	2023	845.00	2884.90	3730.00	\$298.40
NOVEMBER	2023	1220.80	3439.60	4660.40	\$372.83
DECEMBER	2023	746.50	3258.50	4005.00	\$320.40
JANUARY	2024	482.80	2264.20	2747.00	\$219.76
FEBRUARY	2024	634.10	2122.30	2756.40	\$220.51
MARCH	2024	1392.00	2999.70	4391.70	\$351.33
APRIL	2024	944.20	1831.80	2776.00	\$222.08
MAY	2024	1060.90	2931.60	3992.50	\$319.40
JUNE	2024	1286.40	2566.40	3852.80	\$308.22
JULY	2024	1451.30	2910.50	4361.80	\$348.95