

Public Works Committee Meeting
Tuesday, January 7, 2025 5:00 PM
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

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.

3.A. Consider the Maintenance Agreement No. 57 between the Nebraska Department of Transportation and the Municipality of Crete.

3.B. Discussion on vacating and sale of alley

3.C. Consider Airport Manager Contract

3.D. Consider Ordinance 2233 amending new deposit rate once deposit is returned

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

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.

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

November 18, 2024

City of Crete
243 E 13th St.
PO Box 86
Crete, NE 68333

RE: Maintenance Agreement Renewal

Dear City Clerk:

Please execute the enclosed Maintenance Agreement and Certificate of Compliance and return all original forms to our office asap.

When we have all signatures required, an original of the fully signed Maintenance Agreement will be returned to you.

Please return the signed forms to the address below:

Nebraska Department of Transportation
Attn: Katy Ambriz
302 Superior St
Lincoln, NE 68521

If you have any questions, please call Bob Rankin at (402) 471-0850, Ext. 1225.

Sincerely,

Katy Ambriz,
NDOT – 302 Superior St, Lincoln
kathryn.ambriz@nebraska.gov
402-471-0850 ext. 1488

Vicki Kramer, Director
Department of Transportation

District 1 Headquarters
302 Superior Street
Lincoln, NE 68521-2481

dot.nebraska.gov

OFFICE 402-471-0850 FAX 402-471-3401
NDOT.ContactUs@nebraska.gov



AGREEMENT RENEWAL

Maintenance Agreement No. 57
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Crete
Municipal Extensions in Crete

We hereby agree that Maintenance Agreement No. 57 described above be renewed for the period January 1, 2025 to December 31, 2025.

All terms and attachments to remain in effect as per the original agreement with revised rates per Attachment B attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 202 .

ATTEST: City of _____ Crete _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 202 .

ATTEST: State of Nebraska

District Engineer, Department of Transportation

MAINTENANCE OPERATION AND RESPONSIBILITY
 Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



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DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Crete

Date: 11/18/24

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.46 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 10.46 lane miles x \$2,030.00 per lane mile = \$21,233.80.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 _____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEBRASKA REVISED STATUTE 39-1339
AND NEBRASKA REVISED STATUE 39-2105**

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
West City Limits to Pine Ave	33	9.47	10.8	1.33	2	2.66	2.66	0
Pine Ave to East City Limits	33	10.8	13.29	2.49	3	7.47	4.98	2.49
South City Limits to Beginning of One-Way Cutoff	103	41.29	42.62	1.33	2	2.66	2.66	0
One-Way Cutoff to N-33 Jct	103	42.62	42.7	0.08	3	0.24	0.16	0.08
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				5.23		13.03	10.46	2.57



AGREEMENT RENEWAL

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Municipality of Crete
Municipal Extensions in Crete

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All terms and attachments to remain in effect as per the original agreement with revised rates per Attachment B attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 202 .

ATTEST: City of _____ Crete _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 202 .

ATTEST: State of Nebraska

District Engineer, Department of Transportation

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

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Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
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Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

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Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



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DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Crete

Date: 11/18/24

Surface Maintenance

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Amount due the State for snow removal:
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Other (Explain)

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEBRASKA REVISED STATUTE 39-1339
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				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				5.23		13.03	10.46	2.57

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 57 QE 2207 Supp 2
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Crete
Municipal Extensions in Crete

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Brandon Varilek, Department of Transportation, Lincoln, Nebraska.

ATTEST: _____ day of _____, 202 .

City Clerk *Mayor/Designee*

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only	
Agreement No.:	_____
Pay/Bill Code:	_____
Contractor No.:	_____
Amount:	\$ _____

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DEPARTMENT OF TRANSPORTATION

Attachment "A"

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility

Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
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Maintenance Responsibility

Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
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NEBRASKA

Good Life Great Journey

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Crete

Date: 11/17/23

Surface Maintenance

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Amount due the City for surface maintenance:

10.46 lane miles x \$2,100.00 per lane mile = \$21,966.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

ORDINANCE NO. 2230

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE VACATION OF STREETS OR ALLEYS; TO VACATE THE ALLEY ABUTTING LOTS 7-12, BLOCK 3, WEST CRETE ADDITION, CRETE, SALINE COUNTY, NEBRASKA; AND TO RESERVE TITLE AND THE UTILITY EASEMENT TO THE VACATED PROPERTY.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That, pursuant to Neb. Rev. Stat. § 16-611, the following described street, alley, or right-of-way that was previously dedicated to the public shall be and is hereby vacated:

All of the alley that abuts lots 7-12, Block 3, West Crete Addition, Crete, Saline County, Nebraska.

Section 2. That the City of Crete shall reserve the utility easement through the vacated alley.

Section 3. That the City of Crete shall maintain the title to the property vacated for the purpose of selling the property.

Section 3. That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances that can be given effect without the repealed parts.

Section 4. That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

Section 5. That this ordinance shall be published in a newspaper of general circulation or in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED the 7th day of January, 2025.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2231

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE SALE OF REAL ESTATE OWNED BY THE CITY; TO DIRECT THE CONVEYANCE OF SUCH REAL ESTATE; AND TO PROVIDE NOTICE AND PUBLICATION OF THE SALE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That it is in the best interests of the City for the following described real estate to be sold and conveyed:

All of the alley that abuts lots 7-12, Block 3, West Crete Addition, Crete, Saline County, Nebraska.

Section 2. That the sale of said real estate shall be to Cruz Chancavac Sanchez and Marybeth Chanchavac for an amount not less than Two Thousand Four Hundred and Forty Dollars (\$2,440.00).

Section 3. That notice of the sale and the terms thereof shall be published for three consecutive weeks in a legal newspaper of general circulation in the City of Crete in order to afford the public such rights of remonstrance as are provided for by law.

Section 4. That this Ordinance shall be in full force and take effect upon completion of the remonstrance period so long as there are no petitions in opposition submitted to the City Clerk within the 30 days of the passage and publication of this Ordinance.

PASSED AND ENACTED the 7th day of January 2025.

Mayor

ATTEST:

City Clerk

Nancy Tellez

From: Tom Ourada
Sent: Tuesday, January 7, 2025 1:21 PM
To: Nancy Tellez
Cc: Anna Burge
Subject: FW: purchase property

FYI

Tom Ourada | City Administrator
City of Crete | 243 East 13th Street | Crete, NE | 68333
Office: 402 826-4312 | Cell: 402 826-9758



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From: marybeth chanchavac <chanchavac0619@gmail.com>
Sent: Thursday, January 2, 2025 2:04 PM
To: Tom Ourada <tom.ourada@crete.ne.gov>
Subject: Re: purchase property

Good afternoon. My husband and I would like to request an alley vacation and would like to purchase it to make property conforming. The property is behind my house at 1658 W 13th St, Crete, NE 68333. Can you please let me know when the meeting for this will be and any updates please ? Thank you
ottoniel & marybeth chanchavac
1658 W 13th St, Crete, NE 68333
402-381-7638

On Thu, Jan 2, 2025 at 2:02 PM marybeth chanchavac <chanchavac0619@gmail.com> wrote:

Good afternoon. My husband and I would like to request an alley vacation and would like to purchase it to make property conforming. The property is behind my house at 1658 W 13th St, Crete, NE 68333. Can you please let me know when the meeting for this will be and any updates please ? Thank you

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****

AIRPORT MANAGER/FIXED-BASE OPERATOR CONTRACT

This Agreement is made and entered into the _____ of December, 2024, by and between the City of Crete, Nebraska, a municipal corporation (City) and Justin Haack as President of The Avionics Place, LLC (the "Manager").

WHEREAS, the City owns and operates an airport known as Crete Municipal Airport (the "Airport"); and

WHEREAS, the Manager is desirous to enter into a contractual arrangement for the Management and responsibilities as Fixed Based Operator of the Airport.

NOW THEREFORE, in consideration of the agreements contained herein, the Manager does hereby agree to assume responsibility for management of the Airport, upon the following terms and conditions:

1. **Term.** The term of this Agreement shall be for a period of 1 year starting January 6, 2025 to December 31, 2025, unless sooner terminated as provided in paragraph's 19 and 20.
2. **Duties of Manager.** Under policy established by Owner, Manager is in charge of, and is responsible for, the administration, operation, and maintenance of the Airport. Manager, as a part of their duties and responsibilities, shall:
 - a. Conduct or provide for daily inspections of all airport physical properties, including the runway, lighting systems, buildings, navigational equipment, automobile parking areas and access roads; personally make or direct others to make routine maintenance, repairs, replacements or improvements in a timely and efficient manner if not requiring the special attention of contractors or other specialists; clearing all roads, parking lots, runways, and ramps of ice and snow; mowing the grass on the sod runway and along the sides and overrun areas at the end of both runways to a distance of fifteen feet (15') outside of lights and markers; reporting any needs for major repairs to City Administrator.
 - b. Assist in developing and submitting yearly airport budgets for approval and efficiently manage the allocated funds; submitting receipts to the Business Office within reasonable time after purchase.
 - c. Plan, direct, and coordinate operations and maintenance of airport facilities in accordance with all government rules, regulations, and policies under the oversight of the City Administrator.
 - d. Prepare written reports for, and attend, meetings of City Council and attend all regular and special meetings of the Airport Advisory Board.
 - e. Provide supervision and assume responsibility for all activities of the Airport.
 - f. Oversee and manage the leasing of the hangars, including, but not limited to, taking applications, maintaining current contact information for tenants, maintaining current contact information for tenants, maintaining current insurance information for tenants, maintaining current aircraft information (make, model, year, serial number, tail number), inspecting contents of hangars for compliance with regulations and policies, and reporting any vacation of hangars by tenants.
 - g. Create records of complaints received and handle them in an efficient and timely manner.

- h. Maintain such airport records as may be required by the City Administrator and by any other authorized governmental agency or agencies including an accurate and complete records of all airport activities.
 - i. Enforce the City of Crete Airport rules and regulations, ordinances of the City of Crete, Nebraska, and state and federal regulations relative to the Airport.
 - j. Ensure the lobby, restrooms, and public areas open and available to the general public during normal hours of operation: Monday through Friday from 8:00 a.m. to 5:00 p.m.
 - k. Maintain and make available a mobile telephone number for 24-hour emergency service notification and response.
 - l. Maintain facilities and equipment in a clean, safe, and secure condition.
 - m. Manage, inspect, and oversee fire and life safety procedures, operations, equipment, etc., including: completing and documenting regular, periodic, and annual inspections using the Fire and Life Safety Airport inspection Checklist or equivalent; inspecting all areas of the airport for compliance with hazardous materials storage and handling requirements; maintaining and utilizing an emergency and hazard preparedness, operations, mitigation, and recovery handbook; inspecting all areas of the airport for emergency evacuation information including fire escape route maps, tornado shelter location maps, etc.; inspecting all areas of the airport for emergency and safety equipment identification markings; and ensuring all required emergency and safety procedures, operations, equipment, etc. that are required by the Crete Municipal Airport Rules and Regulations and all local, state, and federal regulations are in place and implemented.
 - n. Keep the grass around the building mowed and noxious weeds under control.
 - o. Develop and implement long range plans for the City's Airport (analyzing current and future needs, assessing current and future system capabilities, advising the City Administrator of impending system upgrades, gaining consensus, implementing, and evaluating long range plans, etc.).
 - p. Effectively manage the Airport's distribution of services (procuring, allocating, controlling needed financial and material resources, assessing the quality of and progress on Airport projects, communicating with the City Administrator).
 - q. Maintain accurate and complete records of all airport activities
 - r. Maintain open communication with State and Federal agencies to ensure compliance with State and Federal laws and regulations (FAA, NFPA, etc.)
 - s. Develop and maintain professional contacts with various suppliers and contractors in an effort to procure timely, competitive, and quality resources and services.
 - t. Maintain professional growth strategies for self and the Airport.
 - u. Read current literature to stay abreast of practices, regulations, and procedures that can impact the operations of the Airport.
3. **Consideration.** In consideration for the Manager undertaking the responsibilities set forth in this agreement, Owner shall provide the Manager the following:
- a. A stipend Sixty-Five Thousand Dollars (\$65,000.00), payable in equal bi-weekly installments.

- b. Control of the Operator Hangar for no charge. Manager shall only be responsible for payment for use of utilities in the Hangar.
 - c. Any use of additional hangars will be leased to the Manager at the standard Crete Municipal Airport rates
 - d. The parties understand and agree that Manager is an independent contractor and not an employee of Owner.
 - e. Annual Performance Review. Each year, Manager shall undergo a performance review of Manager's performance during the preceding calendar year. The performance review shall be conducted by the City Administrator.
4. **Operation of Business at Airport.** Manager, in their position as Fixed- base Operator, may engage in the business of selling oil and other lubricants, maintaining and operating full aircraft servicing facilities, selling aircraft accessories and parts, provide storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business, giving flying instructions, and providing pilots for operating planes for others.
 5. **Reporting Responsibilities.** Manager shall report to and take direction from the City Administrator. All inquiries or suggestions by the Airport Advisory Board shall not be taken as direction without review and agreement with that direction from the City Administrator.
 6. **Rights of Manager.** Manager, as Fixed-Based Operator shall hold the following rights:
 - a. The right in common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
 - b. To install, operate, maintain, repair, and store subject to approval of City in the interest of safety and convenience of all concerned, all equipment necessary for the conduct of Manager's business.
 - c. Of access to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the City, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
 - d. In and on the premises, to sell oil and other lubricants, maintain and operate full aircraft servicing facilities, sell aircraft, engines, accessories and parts, and provide storage space for instruments, propellers, and accessories in connection with the business. The right to conduct these activities shall apply to aircraft of other persons as well as aircraft belonging to Manager.
 - e. To give flying instructions, to provide pilots for operating planes for others, and to carry passengers and freight for hire, subject to all appropriate laws of the Federal Government, the State of Nebraska, the ordinances of the City, and the requirements of the FAA, the Nebraska Department of Transportation or any other duly authorized governmental agency.
 7. **Maintenance of Buildings.** Manager will maintain the leased structures occupied by them and the surrounding land premises in good order and make repairs as necessary.
 8. **Hangar Lease.** Manager shall sign a lease for the use and control of the Operator hangar and any other hangars they lease. Manager agrees to abide by the lease agreement. In the event this Agreement is terminated, Manager's hangar lease may continue at a rate based on the market rate for hangars at Crete Airport.

9. **Insurance.**
- a. The Manager agrees to deposit with the City a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Nebraska and shall insure the manger against loss from liability in the amount of \$500,000.00 for the injury or death of one person in any one accident, in the amount of \$ 1,000,000.00 for the injury or death of more than one person in any one accident, and in the amount \$1,000,000.00 for damage to property of others for any one accident.
 - b. The policy of insurance shall be approved by the City Administrator before it is file, and shall contain a provision that the same may not be canceled before the expiration of its term except upon 30 days' written notice to the City Administrator.
 - c. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
10. **Hold Harmless.** Manager shall hold the City harmless from all claims of liability for any loss, damage, or expense resulting from injury to person or damage to or loss of property proximately caused through the negligence of the Manager or its employees upon the premises operating in the business of The Avionics Place, LLC.
11. **Right to Inspect.** City reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
12. **Quiet Enjoyment.** So long as Manager conducts his business in a fair, reasonable, safe, and workmanlike manner, Manager shall peaceably have and enjoy the leased premises, and all the rights and privileges granted,
13. **Transfer.** Manager may not, at any time during the terms of this lease, assign or transfer the benefits of this agreement to any person or corporation or their responsibility to communicate with the City Administrator or attend airport advisory board meetings. Manager may assign or delegate the remaining duties under this agreement, but maintains responsibility for ensuring all duties are fulfilled.
14. **Signs.** Manager agrees that no signs or advertising matter may be erected without the consent of the City and only as long as the signs follow zoning requirements.
15. **Nonexclusive Rights.** Lessee shall have the right and privilege of engaging in and conducting a business on the premises of the airport under the terms and conditions as set forth, provided, however, that this agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of the airport other than those premises leased exclusively to Manager.
16. **Fair and Nondiscriminatory Services.** Manager in the conduct of any aeronautical activity for furnishing services to the public at the Airport, shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Manager may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

17. **Title VI, Civil Rights Assurances.** Manager, for himself, his personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.
18. **Taxes.** Manager shall pay all taxes or assessments that may be levied against the personal property of the Manager.
19. **Default of this agreement.** In the event that Manager fails to comply with the terms and conditions of this Agreement, City shall notify Manager, in writing, of the alleged violation of this Agreement and, if the violation has not been corrected within 30 days from the date of notification of the alleged violation or if City has other reasonable and just cause, this Agreement may be terminated upon thirty days' written notice. Manager may terminate this Agreement at any time upon giving not less than thirty days' written notice to City. The Agreement shall also be terminated if Manager is unable to perform his duties.
20. **Rights After Termination.** In the event of termination of this agreement, the City shall have the right at once to enter and take possession of the premises occupied by the Manager. The City shall provide the Manager a reasonable amount of time to move his personal property from the Airport property. Any personal property left behind at the end of that period shall become the property of the City to use and dispose of at its discretion.
21. **Subordination.** This Agreement shall be subordinate to the provisions of any existing or future agreement between city and the United States or the State of Nebraska, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the State of Nebraska.
22. **Severability; Counterparts; Entire Agreement.** If any provisions of this agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, such invalidity will not affect other provisions of this agreement. This agreement and the lease for any hangars the Manager occupies shall constitute the full extent of this agreement.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CRETE, NEBRASKA	GRANTEE→ AVIONICS PLACE, LLC
By: _____	By: _____
(Signature of Authorized Official)	Justin Haack, President
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

ORDINANCE NO. 2233

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO CITY DEPARTMENTS; TO AMEND SECTIONS 3-120 AND 3-121 OF THE CRETE MUNICIPAL CODE; TO AMEND DEPOSIT RATES FOR ELECTRICAL CUSTOMERS WHO DEplete THEIR DEPOSIT OR PREVIOUSLY RECEIVED A DEPOSIT REFUND

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That Chapter 3, Article 1, Section 3-120 of the Crete Municipal Code be amended as follows:

3-120 Electric Department; Billing; Collecting

- (1) Customer accounts shall be kept under such bookkeeping system as determined by the City. A ledger shall be kept current with a separate account for each customer. All electric meters shall be read monthly by the Electric Department, and the amount of usage shall be billed according to the rates, fees, and other costs set forth in the City's Master Fee Schedule.
- (2) All bills for electric service shall be due and become delinquent after the due date specified on the bill. If a customer neglects, refuses, or otherwise fails to pay their bill in full on or before five o'clock p.m. on the due date, the amount due will be increased by the late payment charge. If the bill becomes delinquent, a notice will be mailed to inform the customer that electric service will be discontinued no earlier than ten nor later than sixteen days after the due date, with no further notice, and that service will not be restored until the bill is paid in full, together with any collection and reconnection fees and costs and deposit repayment. ~~Deposit repayment will be based on eighty percent (80%) of two months average billing for the customer.~~

Section 2. That Chapter 3, Article 1, Section 3-121 of the Crete Municipal Code be amended as follows:

3-121 Electric Department; Service Deposit; Refund

- (1) Applicants for electric service shall be required to include a service deposit with their application to ensure the payment of electric bills and other charges. The amount of the service deposit shall be set forth in the City's Master Fee Schedule.
- (2) Service deposits shall remain in the custody of the Electric Department for up to ten years but may be refunded to a customer when (i) service has not been disconnected, payment delinquent, or payment waived past a disconnection date on more than one occasion over two consecutive years for residential service or over three consecutive years for other service classifications or (ii) service is no longer desired or otherwise permanently terminated. In the event of disconnection after a service deposit has been refunded, the customer will be required to pay reconnection fees in addition to a new service deposit, which will be the current deposit amount for their specific rate class. ~~same amount which was refunded on their prior account~~. Any service deposit may be transferred by a customer between service locations in the city but may not be transferred by a customer to any other customer.

Section 2. That the above section shall be codified as part of the Crete City Code as stated herein.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be published in pamphlet, book, or electronic form and shall take effect and be in full force and effect from and after its passage, approval and publication, as provided by law.

PASSED AND ENACTED the 7th day of January 2025.

Mayor

ATTEST:

City Clerk

