

Airport Advisory Board Meeting
Thursday, February 13, 2025 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 January 9th, 2025 Meeting Minutes

3.B. Consider Amended Hangar Lease

3.C. Consider Amended end unit lease

3.D. Consider amendment to Airport Rules & Regulations

4. 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.

5. 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.

5.A. Airport Manager Report

5.B. Crete Fuel December 2024

6. 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.



CRETE AIRPORT ADVISORY BOARD MEETING

January 9th, 2025 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
James Dux: Present
Howard Nitzel: Present
Blaine Spanjer: Absent
Present: 4. Absent: 1

Blaine Spanjer arrived at 8:18 a.m.

Also present: City Administrator Tom Ourada, City Attorney Anna Burge, City Clerk Nancy Tellez, IT Director Mike Kalkwarf, GIS Coordinator/IT Emerson Aschoff, Community Assistance Director Marilyn Schacht, Parks & Recreation Director Liz Cody, Office Manager Telisha Carnes, Administrative Assistant Jennifer Valente, Chief of Police Gary Young, Police Captain Pucket, Building Inspector Trent Griffin, and Finance Director Wendy Thomas

Justin and Samantha Haack, and Nick Savener

City Administrator Tom Ourada explained that at the last leadership meeting department heads and leaders were asked to attend other city board and commission meetings to see all the things the City is doing.

3. Items of Business

3.A. December 5th, 2024 Airport Advisory Board Meeting Minutes

Kirk Keller motioned to approve the minutes and Greg Hier seconded

3.B. Airport Manager Contract

Airport Advisory Board member Howard Nitzel stated that there were some edits that could be made to the contract. City Attorney Anna Burge noted Nitzel's suggestions and stated that they were not substantive.

Blaine Spanjer motioned to approve the Airport Manager Contract as amended and Greg Hier seconded

4. Petitions - Communications - Citizen Concerns

Nick Savener addressed the Airport Advisory Board members and stated that he lives in Lincoln but has an airport hangar at the Crete Municipal Airport for over 21 years. Savener explained that he has heard people talk about replacing the hangar. Savener stated that he has approached previous Airport Managers about his hangar door needing to be fixed to make it work better. Savener stated that he believes the situation of a new hangar hangar has not been addressed by looking at other possible avenues and also advertising to get the vacant hangars leased. IT Director Mike Kalkwarf stated that he had not discussed Savener's hangar with the previous Airport Manager.

Savener thanked the Airport Advisory Board and stated that he would like someone to reach out to him to notify him of what is going to happen with the hangar he is currently leasing.

Airport Advisory Board Chair Blaine Spanjer explained that the Airport Advisory Board meets monthly, and the meeting is open to the public. The Airport Advisory Board makes recommendations to the City council and then the council acts on the items.

5. Officers' Reports

City Administrator Tom Ourada stated that currently the City of Crete is resubmitting a grant application to possibly have heat in the new hangar. The process would take time. The design would be in 2025 and the construction of the hangar would be in 2026.

Ourada explained that the Airport Advisory Board was waiting for Justin and Samantha Haack to start before moving forward on the hangar leases.

There was discussion on the rules and regulations and if all hangars have to be provided with a fire extinguisher or if that would be the tenants responsibility. Ourada stated that this would be something they will have to look at.

Ourada stated that Justin and Samantha Haack can hire people to do work in the airport and the Advisory Board members have to fill out volunteer forms to be able to do work.

5.A. Airport Manager Report

5.B. Crete Fuel YTD

Airport Advisory Board Chair Blaine Spanjer stated that this is the last year with the fuel agreement, and it would be good to look at the notice requirements.

6. Adjournment

Kirk Keller motioned to adjourn the meeting at 9:03 a.m. and Greg Hier seconded the motion.

Lease Date _____

**CITY OF CRETE, NEBRASKA AIRPORT
T-HANGAR LEASE AGREEMENT**

This Agreement is entered into between the City of Crete, Nebraska (“City”) and the individual, business entity, or other association listed in Part 1 below (“Lessee”).

AGREEMENT:

In consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: LESSEE AND AIRCRAFT INFORMATION.

HANGAR NO: _____

Name of Lessee: _____

Name of Primary Contact (if a business): _____

Address: _____

Telephone: Business (____) _____ - _____ Home/Cell (____) _____ - _____

E-mail: _____

Preferred method of communication: Mail _____ E-mail _____

Secondary Contact Name : _____

Secondary Contact Phone: (____) _____ - _____

Year, Make, and Model of Aircraft: _____

Aircraft Registration (Tail) Number: _____

Lessee Rent Payment Schedule:

Annual _____ Quarterly _____

PART II: GENERAL TERMS AND CONDITIONS.

§2.01 Hangar Space Provided; Use of Hangar Space.

Lessee shall be entitled to possess and use hangar _____ located on the real property owned by the City.

The Premises shall be used solely for storage and maintenance of aircraft owned or partly owned by lessee and of any parts, fixtures, tools, supplies, or equipment associated with the aircraft.

§2.02 Payment for Hangar Space; Method of Payment; Prepayment of Rent; Late Payments and Late Fees.

Lessee shall pay monthly rent to the City in the amount of _____ per month. All rents are due and payable the first day of each month. In the event the initial period commences on a day other than the first day of such month, the rent for the first month shall be prorated.

All payments shall be made by card, check, ACH deposit, or other appropriate payment mechanism as determined by the City.

Payments are due the first day of each month. Lessee must pay quarterly or annually and must notify the City of which interval they wish to pay in. Lessee must ensure payments remain current to the month no matter the prepayment schedule they select.

The City shall impose a late charge on all overdue rent payments in the amount of **Twenty-Five Dollars (\$25.00)** on all payments more than five (5) days past due. The City shall impose an additional late charge on all overdue rent payments in the amount of **Twenty-Five Dollar (\$25.00)** on all payments more than 30 days past due. Failure to pay after Sixty (60) days shall be a substantial breach and the City shall proceed with termination of this agreement and eviction at that time.

§2.03 Lease Term.

The lease shall start on _____ and will last twelve months, ending on _____. The parties may extend the term of the lease for up to two (2) additional twelve (12) month periods if mutually agreed to in writing. Any additional terms shall be bound by the same terms and conditions as the original lease term. The City reserves the right to increase the hangar rental rate prior to the lease extensions.

§2.04 Rental Deposit.

The Lessee shall provide a deposit equal to 3 month's rent at the signing of this agreement. This deposit shall be returned to the Lessee once this agreement is completed and a satisfactory inspection of the hangar for any damage beyond standard wear and tear is completed. The deposit shall be used to cover the cost to repair excessive damage caused by the Lessee, the cost of removing and disposing of items left in the hangar, or the remaining balance on the Lessee's account. Any funds remaining after covering these costs shall be returned to the Lessee. If the cost for removal of property or excessive damage surpasses the deposit amount, the Lessee will be billed for the remaining balance.

§2.05 Authorized Aircraft; Aircraft Changes; Aircraft Restoration/Construction.

The Airport Authority shall use Federal Aviation Administration ("FAA") records to determine aircraft ownership. Lessee must be named on the FAA aircraft registration for the primary aircraft intended to be stored on the Premises and on the proof of insurance for the duration of the lease, and Lessee must demonstrate at least twenty percent (20%) ownership of the aircraft. Lessee agrees to provide notice to the Airport Authority of any change in aircraft ownership or aircraft registration number within thirty (30) days of such change.

In the event Lessee sells, disposes, or otherwise loses ownership of the authorized aircraft, Lessee shall notify the City in writing within fifteen (15) business days and must place another aircraft owned or partly owned by Lessee in the Premises within 270 days of the notification and provide the year, make, model, and aircraft registration number to the City. If another aircraft has not been placed in the Premises at the end of the 270 days or the City is not informed of the new aircraft, this lease shall be terminated unless an extension has been approved in writing by the City.

If Lessee intends to store an aircraft that is not airworthy or intends to restore, construct, or engage in the major repair of an aircraft, the project must first be registered with the City, and a mutually agreeable work schedule to complete the project aircraft must be arranged. Such work shall be allowed as long as discernible progress is made towards project completion on a continual basis. A periodic project status report demonstrating discernible progress pursuant to the agreed upon work schedule shall be provided to the City upon request. Failing to provide evidence of discernible progress or a reasonable explanation for delay will result in a default of the terms and conditions of this lease. In order to confirm condition and airworthiness of an aircraft, each tenant shall have an annual or condition inspection of their aircraft by an insured mechanic each year.

§2.06 Surrender of Premises; Removal of Personal Property.

Lessee agrees to peaceably surrender possession of the Premises at the end of the Lease Term in as good a condition as when possession was granted, acts of God and usual wear and tear excepted. Upon any default of the terms and conditions of this lease, the City may enter the Premises and remove all of Lessee's property.

Upon vacation of the Premises or termination of the Lease, Lessee agrees to immediately remove all of its belongings, possessions, or materials from the Premises. If any such belongings, possessions, or materials are not so removed, the City shall have the right to remove such items at Lessee's expense.

Failure to peaceably surrender possession of the Premises will result in the Lessee being charged with all cleaning and legal fees related to the eviction from the Premises.

§2.07 Right of Ingress and Egress.

Lessee shall have at all times the right of reasonable ingress to and egress from the Premises, subject to acts of God, severe weather conditions, or physical impossibility. City shall have right to enter and inspect the Premises with twenty-four (24) hours' notice to the Lessee.

§2.08 Hangar Repairs, Modifications, or Improvements.

Lessee shall immediately report to the City any damage to or defects in the Premises. In the event any repairs or improvements need to be made, installed, or completed on the Premises, whether or not caused by or attributable to the actions or negligence of Lessee, any and all such repairs or improvements are to be completed by the City or a contractor of its choice. Any repairs needed to be made due to the actions, negligence, or omission of Lessee shall be paid by Lessee within fourteen (14) days after notification of such charges.

In no event shall Lessee be allowed or permitted to make any repairs, modifications, or improvements to the Premises without the prior written approval and consent of the City.

§2.09 Destruction of Property.

In the event of a partial destruction of the Premises, the City shall endeavor to repair the damage in a reasonable and timely fashion, provided the repairs can be made within sixty (60) days. Any partial destruction shall neither annul nor void this lease. Lessee shall be entitled to an equitable and/or pro rata reduction of rent while the repairs are being made.

In the event the City cannot make the repairs within the specified time or the repairs are impracticable or not cost-effective in light of the damage to the Premises, the lease shall be terminated, and any prepayment of rent shall be returned to Lessee on an equitable and/or pro rata basis.

§2.10 Incorporation of Rules and Regulations.

All parts, provisions, and definitions found in the Crete Municipal Airport Rules and Regulations shall be incorporated herein by reference, and all rights, duties, and responsibilities contained therein shall be fully binding on both parties as if wholly set out in this agreement.

PART III: BREACHES AND TERMINATION.

§3.01 Early Termination.

The City may terminate the lease at any time without penalty by giving Lessee at least sixty (60) days written notice.

This lease may also be terminated, in whole or in part, prior to the completion of the Lease Term if and when both parties agree that continuation is not feasible or would not produce beneficial results for either party. The parties must agree on the termination condition, including the effective date of the termination, the portion (if in part) to be terminated, and any allocation of rent payments under the lease.

§3.02 Non-performance or Other Breach by Lessee.

In the event of a substantial breach of the provisions of this lease, including but not limited to the non-payment of the rent required of the Lessee, the City will be entitled to declare such substantial breach a default and to terminate the lease in whole or in part. The City may allow Lessee time to cure a breach of the lease; however, allowing Lessee time to cure a breach does not waive the City's right to terminate the lease for the same or different breach which may occur at a different time.

§3.03 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the lease due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the lease. A party so affected shall immediately give notice to the other party of the Force Majeure Event. The City may grant relief from the performance of the lease if the Lessee is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with Lessee. To obtain release based on Force Majeure Event, Lessee must file a written request for such relief with the City.

§3.04 Non-Waiver/Waivers in Writing.

The City's failure to insist upon the strict performance of any provision of this lease or to exercise any right based upon breach will not constitute a waiver of any rights under this lease. No custom or practice of the parties which varies from a term of this lease shall be a waiver of any party's right to demand exact compliance with the terms of this lease, and no conditions or provisions of this lease can be waived unless approved by the City in writing.

PART IV: SUPPLEMENTAL TERMS AND CONDITIONS

§4.01 Designation of Officials to Execute Lease and Amendments.

The City or their designee is the official authorized to execute this lease and any amendments to this lease on behalf of the City.

Lessee's representative who is duly authorized by law to execute this lease, or their successor, is the official authorized to execute this lease and any amendments to this lease on behalf of Lessee.

Either party may request amendments to this lease; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§4.02 Assignment of Interest.

Lessee may not assign or transfer any interest in this lease or the Premises without the prior, written authorization of the City. If any assignment or transfer is authorized, Lessee shall remain solely responsible for all obligations under this lease and for the conformance to the terms and conditions of this lease by any assignee or transferee. Any breach or default of this lease by any assignee or transferee shall be considered a breach or default of Lessee.

§4.03 Relationship of the Parties.

Nothing in this lease should be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

§4.04 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested. To the parties at their respective addresses as may be specified in writing by either party. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.05 Insurance; Taxes and Assessments.

It shall be the responsibility of Lessee to ensure that its property is covered by a hazard and public liability insurance policy or policies. The hazard insurance policies shall insure the Premises against loss or damage by fire and other perils as required by the Nebraska Standard Fire Insurance Policy and extended coverage endorsements. Property damage shall be insured in an amount not less than One Million Dollars (\$1,000,000) and the public liability insurance policy shall provide coverage in an amount not less than One Million Dollars (\$1,000,000). Lessee agrees to provide proof of such liability coverage to the City at the commencement of the Lease Term, prior to any extension, and at any time upon request.

The City must be named a coinsured upon all policies, and the policies must include coverage of loss to the City's property and the property of other lessees caused by the actions, negligence, or omissions of Lessee and its agents, employees, invitees, successors, or assigns. The storage of any aircraft on the Premises without proper insurance coverage shall be deemed a substantial breach of this lease.

Lapsed insurance policies or failure to list the City as a coinsured on the policies shall be considered a substantial breach by the Lessee and shall result in the termination of this agreement.

Lessee shall pay, prior to delinquency, and remain responsible for any and all personal taxes or assessments levied upon the property owned by Lessee and kept or stored upon the Premises. The City shall pay all real estate taxes as they become dues and any and all assessments for the Premises.

§4.06 Non-Liability/Hold Harmless

The City shall not be liable to Lessee or its agents, representatives, invitees, guests, or employees for any personal injury, death, or damage to personal property caused by theft, burglary, fire, or any other cause occurring on or about the property.

Lessee shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, or actions made by any person for any loss or damage sustained based upon or arising out of the negligent or willful acts or omissions of Lessee, its agents, invitees, guests, or employees. Lessee shall have no right to indemnification or contribution from the City for any judgments rendered against it.

§4.07 Compliance with Law; Governing Law

Lessee shall comply with all applicable federal, state, and local laws, Federal Aviation Administration Regulations, and the Rules and Regulations of the Crete Airport pertaining to Lessee’s use of the Premises and the Airport, whether now in effect or hereafter amended or adopted.

This lease shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§4.08 Entire Agreement; Binding Effect; Counterparts; Severability.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding upon the parties.

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

This agreement or any amendments to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

Each section, paragraph, clause, sentence, and word of this agreement is intended to be severable. If any part of this lease or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other portions of this lease that can be given effect without the invalid part.

ACCEPTANCE PROVISIONS.

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

| CITY OF CRETE | LESSEE |
|---|---|
| <p>By: _____ (Authorized Official)</p> | <p>By: _____ (Authorized Official)</p> |
| <p>_____ (Typed or Printed Name/Title)</p> | <p>_____ (Typed or Printed Name/Title)</p> |

| | |
|---------------|---------------|
| (Date) | (Date) |
|---------------|---------------|

Lease Date _____

**CITY OF CRETE, NEBRASKA AIRPORT
END UNIT STORAGE LEASE AGREEMENT**

This Agreement is entered into between the City of Crete, Nebraska (“City”) and the individual, business entity, or other association listed in Part 1 below (“Lessee”).

AGREEMENT:

In consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: LESSEE AND AIRCRAFT INFORMATION.

HANGAR NO: _____

Name of Lessee: _____

Name of Primary Contact (if a business): _____

Address: _____

Telephone: Business (____) _____ - _____ Home/Cell (____) _____ - _____

E-mail: _____

Preferred method of communication: Mail _____ E-mail _____

Secondary Contact Name : _____

Secondary Contact Phone: (____) _____ - _____

Lessee Rent Payment Schedule:

Annual _____ Quarterly _____ Monthly _____

PART II: GENERAL TERMS AND CONDITIONS.

§2.01 Hangar Space Provided; Use of Hangar Space.

Lessee shall be entitled to possess and use Storage Unit ___ located on the real property owned by the City.

The Premises shall be used solely for storage of personal property. Under no circumstances shall any live animals, combustible fluids or gasses, perishable goods, or illegal substances or items be stored in the Premises. Nor shall the Premises be used as a dwelling or place of business or for any illegal activity or purpose other than the storage of personal property.

§2.02 Payment for Hangar Space; Method of Payment; Prepayment of Rent; Late Payments and Late Fees.

Lessee shall pay monthly rent to the City in the amount of _____ per month. All rents are due and payable the first day of each month. In the event the initial period commences on a day other than the first day of such month, the rent for the first month shall be pro-rated.

All payments shall be made by card, check, ACH deposit, or other appropriate payment mechanism as determined by the City.

Payments are due the first day of each month. Lessee must pay monthly, quarterly, or annually and must notify the City of which interval they wish to pay in. Lessee must ensure payments remain current to the month no matter the prepayment schedule they select.

The City shall impose a late charge on all overdue rent payments in the amount of **Twenty-Five Dollars (\$25.00)** on all payments more than five (5) days past due. The City shall impose an additional late charge on all overdue rent payments in the amount of **Twenty-Five Dollar (\$25.00)** on all payments more than 30 days past due. Failure to pay after Sixty (60) days shall be a substantial breach and the City shall proceed with termination of this agreement at that time.

§2.03 Lease Term.

The lease shall start on _____ and will last twelve months, ending on _____. The parties may extend the term of the lease for up to two (2) additional twelve (12) month periods if mutually agreed to in writing. Any additional terms shall be bound by the same terms and conditions as the original lease term. The City reserves the right to increase the hangar rental rate prior to the lease extensions.

§2.04 Rental Deposit.

The Lessee shall provide a deposit equal to 3 month's rent at the signing of this agreement. This deposit shall be returned to the Lessee once this agreement is completed and a satisfactory inspection of the hangar for any damage beyond standard wear and tear is completed. The deposit shall be used to cover the cost to repair excessive damage caused by the Lessee, the cost of removing and disposing of items left in the hangar, or the remaining balance on the Lessee's account. Any funds remaining after covering these costs shall be returned to the Lessee. If the cost for removal of property or excessive damage surpasses the deposit amount, the Lessee shall be billed for the remaining balance.

§2.05 Surrender of Premises; Removal of Personal Property.

Lessee agrees to peaceably surrender possession of the Premises at the end of the Lease Term in as good a condition as when possession was granted, acts of God and usual wear and tear excepted. Upon any default of the terms and conditions of this lease, the City may enter the Premises and proceed with the disposition of Lessee's property according to the Nebraska Disposition of Personal Property Landlord and Tenant Act.

Upon vacation of the Premises or termination of the Lease, Lessee agrees to immediately remove all of its belongings, possessions, or materials from the Premises. If any such belongings, possessions, or materials are not so removed, the City shall have the right to remove such items at Lessee's expense.

Failure to peaceably surrender possession of the Premises will result in the Lessee being charged with all cleaning and legal fees related to the eviction from the Premises.

§2.06 Right of Ingress and Egress.

Lessee shall have at all times the right of reasonable ingress to and egress from the Premises, subject to acts of God, severe weather conditions, or physical impossibility. City shall have right to enter and inspect the Premises with twenty-four (24) hours' notice to the Lessee.

§2.07 Hangar Repairs, Modifications, or Improvements.

Lessee shall immediately report to the City any damage to or defects in the Premises. In the event any repairs or improvements need to be made, installed, or completed on the Premises, whether or not caused by or attributable to the actions or negligence of Lessee, any and all such repairs or improvements are to be completed by the City or a contractor of its choice. Any repairs needed to be made due to the actions, negligence, or omission of Lessee shall be paid by Lessee within fourteen (14) days after notification of such charges.

In no event shall Lessee be allowed or permitted to make any repairs, modifications, or improvements to the Premises without the prior written approval and consent of the City.

§2.08 Destruction of Property.

In the event of a partial destruction of the Premises, the City shall endeavor to repair the damage in a reasonable and timely fashion, provided the repairs can be made within sixty (60) days. Any partial destruction shall neither annul nor void this lease. Lessee shall be entitled to an equitable and/or pro rata reduction of rent while the repairs are being made.

In the event the City cannot make the repairs within the specified time or the repairs are impracticable or not cost-effective in light of the damage to the Premises, the lease shall be terminated, and any prepayment of rent shall be returned to Lessee on an equitable and/or pro rata basis.

§2.09 Incorporation of Rules and Regulations.

All parts, provisions, and definitions found in the Crete Municipal Airport Rules and Regulations shall be incorporated herein by reference, and all rights, duties, and responsibilities contained therein shall be fully binding on both parties as if wholly set out in this agreement.

PART III: BREACHES AND TERMINATION.

§3.01 Early Termination.

The City may terminate the lease at any time without penalty by giving Lessee at least sixty (60) days written notice.

This lease may also be terminated, in whole or in part, prior to the completion of the Lease Term if and when both parties agree that continuation is not feasible or would not produce beneficial results for either party. The parties must agree on the termination condition, including the effective date of the termination, the portion (if in part) to be terminated, and any allocation of rent payments under the lease.

§3.02 Non-performance or Other Breach by Lessee.

In the event of a substantial breach of the provisions of this lease, including but not limited to the non-payment of the rent required of the Lessee, the City will be entitled to declare such substantial breach a default and to terminate the lease in whole or in part. The City may allow Lessee time to cure a breach of

the lease; however, allowing Lessee time to cure a breach does not waive the City's right to terminate the lease for the same or different breach which may occur at a different time.

§3.03 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the lease due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the lease. A party so affected shall immediately give notice to the other party of the Force Majeure Event. The City may grant relief from the performance of the lease if the Lessee is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with Lessee. To obtain release based on Force Majeure Event, Lessee must file a written requires for such relief with the City.

§3.04 Non-Waiver/Waivers in Writing.

The City's failure to insist upon the strict performance of any provision of this lease or to exercise any right based upon breach will not constitute a waiver of any rights under this lease. No custom or practice of the parties which varies from a term of this lease shall be a waiver any party's right to demand exact compliance with the terms of this lease, and no conditions or provisions of this lease can be waived unless approved by the City in writing.

PART IV: SUPPLEMENTAL TERMS AND CONDITIONS

§4.01 Designation of Officials to Execute Lease and Amendments.

The City or their designee is the official authorized to execute this lease and any amendments to this lease on behalf of the City.

Lessee's representative who is duly authorized by law to execute this lease, or their successor, is the official authorized to executed this lease and any amendments to this lease on behalf of Lessee.

Either party may request amendments to this lease; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§4.02 Assignment of Interest.

Lessee may not assign or transfer any interest in this lease or the Premises. Lessee shall remain solely responsible for all obligations under this lease regardless of who they allow to store items within the unit.

§4.03 Relationship of the Parties.

Nothing in this lease should be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

§4.04 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested. To the parties at their respective addresses as may be specified in writing by either party. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.05 Insurance; Taxes and Assessments.

It shall be the responsibility of Lessee to ensure that its property is covered by a general liability insurance policy or policies. The general liability insurance policy shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00). Lessee agrees to provide proof of such liability coverage to the City at the commencement of the Lease Term, prior to any extension, and at any time upon request.

The City must be named a coinsured upon all policies, and the policies must include coverage of loss to the City's property and the property of other lessees caused by the actions, negligence, or omissions of Lessee and its agents, employees, invitees, successors, or assigns.

Lapsed insurance policies or failure to list the City as a coinsured on the policies shall be considered a substantial breach by the Lessee and shall result in the termination of this agreement.

Lessee shall pay, prior to delinquency, and remain responsible for any and all personal taxes or assessments levied upon the property owned by Lessee and kept or stored upon the Premises. The City shall pay all real estate taxes as they become dues and any and all assessments for the Premises.

§4.06 Non-Liability/Hold Harmless

The City shall not be liable to Lessee or its agents, representatives, invitees, guests, or employees for any personal injury, death, or damage to personal property caused by theft, burglary, fire, or any other cause occurring on or about the property.

Lessee shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, or actions made by any person for any loss or damage sustained based upon or arising out of the negligent or willful acts or omissions of Lessee, its agents, invitees, guests, or employees. Lessee shall have no right to indemnification or contribution from the City for any judgments rendered against it.

§4.07 Compliance with Law; Governing Law

Lessee shall comply with all applicable federal, state, and local laws, Federal Aviation Administration Regulations, and the Rules and Regulations of the Crete Airport pertaining to Lessee's use of the Premises and the Airport, whether now in effect or hereafter amended or adopted.

This lease shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§4.08 Entire Agreement; Binding Effect; Counterparts; Severability.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding upon the parties.

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

This agreement or any amendments to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

Each section, paragraph, clause, sentence, and word of this agreement is intended to be severable. If any part of this lease or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other portions of this lease that can be given effect without the invalid part.

ACCEPTANCE PROVISIONS.

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

| CITY OF CRETE | LESSEE |
|--|--|
| By: _____ (Authorized Official) | By: _____ (Authorized Official) |
| _____ (Typed or Printed Name/Title) | _____ (Typed or Printed Name/Title) |
| _____ (Date) | _____ (Date) |



**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

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CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

1. GENERAL

- a. **FAA INFORMATION:** The Crete Municipal Airport (CEK) is a General Aviation Airport.
- b. **APPLICABILITY:** All provisions of the Federal Aviation Regulations, the Nebraska Revised Statutes and state/county regulations, the ordinances of the City of Crete, Nebraska, and these Rules and Regulations apply to all Lessees, users of, and persons on any portion of the property owned or controlled by the City.
- c. **DISSEMINATION AND COMPLIANCE:** Lessees are responsible for the dissemination of, accessibility to, and compliance with these Rules and Regulations by Lessees and their agents, employees, guests, invitees, hirees, families, successors, or assigns.
- d. **INSTRUCTIONS FROM AIRPORT MANAGER:** Instructions issued by the Airport Manager to individual persons or Lessees, whether written or verbal as situations permit, must be complied with inasmuch as such instructions or directives are in the interest of safety, sound management, and efficient operations of the Airport.
 - The Airport Manager shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to refuse takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual or group, when the Airport Manager considers any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Airport Manager determines the conditions of the Airport or any part thereof to be unsafe for taxiing, landings, or takeoffs, the Airport Manager shall issue or cause to be issued a Notice to Airmen (NOTAM) closing the Airport or any part thereof.
- e. **REFUSAL TO COMPLY:** Any person who violates, disobeys, omits, neglects, or refuses to comply with any provisions of these Rules and Regulations or any lawful order issued pursuant thereto may be denied the use of the Airport by the City in addition to the penalties set by federal, state, or local authorities. The City may take such other measures as permitted by law to enforce these Rules and Regulations.
- f. **NON-LIABILITY OF THE CITY:** The City assumes no responsibility for any loss, injury, or damage to persons or property unless caused by gross negligence of the City. The permission granted by the City to use the Airport and its facilities or to fly to, from, or over the same shall be conditioned upon the assumption of full responsibility for any loss, injury, or damage by every person exercising or taking advantage of such permission. It shall be a further condition that each person or entity, as a consideration for the use of the Airport and its facilities, shall at all times release, hold harmless, and indemnify the City, its Board, directors, employees, and agents from any and all responsibility, liability, loss, or damage resulting to such person, entity, or their property unless caused by gross negligence of the City. The use of the Airport by any person or entity, the paying of any fees and charges, or the taking off or landing Aircraft shall be in and of itself an acknowledgement that such person or entity accepts such privileges on the conditions herein set forth.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

2. USE OF AIRPORT AND OPERATION OF AIRCRAFT

a USE OF AIRPORT: Subject to all rules and regulations adopted by the City, whether now in effect or later adopted, Lessees shall have the right to non-exclusive use of the Airport's landing field, runways, and other public facilities. No person shall engage in a commercial operation without first entering into an agreement with the City. *See the Commercial Operations section of these Rules and Regulations.*

b LOITERING/TRESPASSING: No persons, other than an employee of the City or of a business located on the Airport or Lessees making use of their leased hangar, shall loiter on the Airport or in any building on the Airport for a period of time longer than reasonably necessary to (1) transact business or (2) meet persons arriving/departing a flight. Trespassing within or on the Airport is prohibited.

c CONTROL/SAFETY DEVICES: Disconnecting, bypassing, or otherwise compromising any control or safety device on any Airport facility is prohibited. Any such action shall be considered a valid reason to terminate any lease and/or deny persons the use of the Airport. Lessees are responsible for security/control within their leased areas and for controlling access to doors, gates, and other passageways into and within the Air Operations Area (AOA). A breach in security caused by a Lessee that results in a finding of negligence by the Airport Manager will be cause to review, suspend, or withdraw access privileges, impose additional training requirements, and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.

d OPERATION OF AIRCRAFT: Lessees are responsible for operating any aircraft on the Airport in accordance with all applicable State and Federal Aviation Rules and Regulations.

e INSTRUCTOR AND STUDENT RESPONSIBILITIES: Instructors shall fully acquaint their students with these Rules and Regulations and shall be responsible for the conduct of the students under their direction during dual instruction. When a student is operating an aircraft independent of an instructor, it shall be the student's sole responsibility to observe and abide by these Rules and Regulations.

f MODEL AIRCRAFT/DRONES/ROCKETS: Use of radio controlled model aircraft and/or drones or launching of rockets within or on Airport property without Airport Manager permission is prohibited.

3. REPORTING; ACCIDENTS OR INCIDENTS

All persons shall report situations that may potentially affect health, welfare, or safety of persons and/or property to the Airport Manager as soon as practical. Any person involved in or witnessing an aircraft or vehicle accident on the Airport that results in any injury (or death) to a person or damage to property shall remain at the scene, notify the Airport Manager's emergency number as soon as possible, and provide all pertinent information as requested.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

4. WEAPONS; HUNTING/SHOOTING

~~a. FIREARMS: No person shall carry, possess, or otherwise have on his or her person a firearm while in the public areas of the Airport, regardless of whether such person has a permit to carry a concealed handgun under the Concealed Handgun Permit Act. Any person found to be carrying a firearm in any public area shall be ordered to immediately leave the Airport in addition to any other penalties that may be imposed according to law. The Airport Manager is authorized to post conspicuous notice that carrying or possessing a firearm in any public area of the Airport is prohibited.~~

~~b. HUNTING/SHOOTING: There shall be no hunting or shooting of firearms within or on the Airport.~~

5. AIRCRAFT OPERATIONS

a. STARTING OR RUNNING AIRCRAFT ENGINES: No Aircraft engine shall be started or run unless a qualified, certificated pilot or mechanic is attending the Aircraft controls and only in the locations designated for such purposes by the Airport Manager. Exceptions may be made for aircraft with no electrical system where hand-starting/hand-propping is required. No Aircraft engine shall be started without appropriate fire extinguisher equipment readily available. Aircraft engines shall not be operated in such position that persons, structures, or property may be endangered by the path of the Aircraft propeller slip-stream, jet blast, or rotor-wash.

b. SECURING AIRCRAFT: Aircraft shall not be left unattended at any area of the Airport, including leased premises, unless the Aircraft is properly secured to the Airport Manager's satisfaction. Securing of Aircraft shall be the sole responsibility of the owner and/or operator of the Aircraft.

c. TAXIING INTO OR OUT OF HANGARS: Aircraft engines shall not be operated inside any hangar. No Aircraft shall be taxied into or out of a hangar under its own power. ~~Aircraft shall yield the right-of-way to all mowing and snow removal equipment.~~

d. HELICOPTERS: Except in emergencies, no landing or taking-off of helicopters shall be made, except on designated Airport runways, ramps/aprons, or heliports, without express written permission from the Airport Manager.

e. DISABLED AIRCRAFT: Any owner, Lessee, operator, or other person having the control of or the right to control any disabled Aircraft on the Airport shall be responsible for the removal and disposal of any and all parts of the disabled Aircraft within the time frame specified by the Airport Manager. Such removal or disposal is subject to any requirements of or direction by the National Transportation Safety Board, the Federal Aviation Administration, or the Airport Manager and may be delayed pending an investigation of an accident. The Airport Manager is authorized to take any and all necessary action to effect the prompt removal or disposal of disabled Aircraft that obstruct any part of the Airport utilized for Aircraft operations and shall not be liable for any damage or injury which may result from such removal or disposal. Any costs incurred by or on behalf of the City for any removal or disposal of any Aircraft or parts of Aircraft shall be paid to the City by the owner/operator.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

f. **PARKED AIRCRAFT:** Upon direction of the Airport Manager, except as provided for in a lease, the operator of any Aircraft parked at the Airport shall move said Aircraft from the place where it is parked. If the operator refuses to comply with such directions, the Airport Manager may arrange for the relocation of said aircraft at the expense of the owner or operator and shall not be liable for any damage or injury which may result. During snow removal, parking is limited to the ramp/apron until equipment is off the aeronautical use areas, including but not limited to, taxiways, runways, hangar pads, etc. The City does not warrant the security of parked aircraft and is not responsible for any loss or damage through the towing of aircraft, theft, vandalism, weather, or otherwise.

6. VEHICLE OPERATIONS

a. **INGRESS AND EGRESS:** Lessees shall have at all times the right of reasonable ingress to and egress from their leased premises, subject to acts of God, severe weather conditions, acts of war, or physical impossibility. Lessees may only use vehicles authorized by the Airport Manager for vehicular access to the hangars.

b. **SPEED LIMIT:** The maximum speed limit in the T-Hangar area is 15 MPH.

c. **RIGHT-OF-WAY:** Aircraft have the absolute right-of-way at all times. Pedestrians and mowing and snow removal equipment shall have the right-of-way at all times over vehicular traffic.

d. **REPAIR OF MOTOR VEHICLES:** No person shall clean or make any repairs to motor vehicles anywhere on the Airport. Minor repairs necessary to remove inoperable motor vehicles may be permitted if done within a reasonable period of time according to the circumstances; otherwise, the Airport Manager may order such vehicles towed from the Airport at the owner's expense and liability.

e. **REMOVAL:** Vehicles found to be blocking or obstructing Airport operations will be removed at the discretion of the Airport Manager. If any such vehicle cannot be moved because of needed repairs, the Airport Manager may order it towed from the Airport at the owner's expense and liability. The City is not liable for damage to any vehicle or loss of personal property which might result from the act of removal.

f. **PARKING:** All places upon the Airport, unless specifically established or designated for vehicular parking, shall be "No Parking" areas, and no person shall stop, stand, or park a vehicle any place upon the Airport other than at places specifically established or designated for vehicular parking. The City does not warrant the security of parked vehicles and is not responsible for loss or damage through theft, vandalism, weather, or otherwise.

7. HANGAR USE

Lessees shall use the premises primarily for the storage and maintenance of aircraft owned or leased by Lessees. Lessees may store tools, parts, and other equipment necessary for the maintenance of aircraft within hangars in accordance with federal and state laws, regulations, and standards. If a Lessee fails or ceases to store an aircraft in a hangar, their lease is subject to termination. Unleased hangars shall remain vacant, and storing items, loitering, and trespassing in or around unleased hangars is prohibited.

**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

8. T-HANGAR LEASE

a. **LESSEE AGREEMENT:** Lessees must use leased premises only for the storage and maintenance of aircraft owned or leased by Lessees, as identified in their lease agreements, and for no other use. Lessees may not commit or permit any act to be performed on the property or any omission to occur which would be in violation of any statute, regulation, or ordinance of any governmental body. Lessees shall be responsible for all federal, state, and local permits necessary or required.

b. **PERMITTED ACTIVITIES:**

- i. Lessees, with their own equipment and employees or agents, are allowed to perform minor maintenance, as determined by the Airport Manager, on aircraft within their leased premises, provided it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of Airport facilities by others. In the event the services of an aircraft mechanic are required, the aircraft must be relocated to an authorized maintenance facility on the Airport.
- ii. The cleaning of motor parts or other parts of the aircraft within the hangar may only be performed with nonflammable liquids.
- iii. Lessees may have their aircraft fueled, washed, repaired, or painted by those fixed-base or independent commercial operators authorized to provide such services by agreement with the City.
- iv. The hangar electrical system is designed for light-duty service only. In addition to basic lighting fixtures, only portable electrical appliances with a combined electrical load not to exceed 15 amps may be connected. All such appliances shall be properly grounded.
- v. Vehicles may be parked in Lessee's hangar in conjunction with aircraft use.

c. **PROHIBITED ACTIVITIES:**

- i. The leased premises shall not be used for any non-aeronautical use, including but not limited to, storage of any items not directly related to or associated with the normal use or operation of such aircraft, doping or spray painting, automotive repair or storage, recreational vehicle repair or storage, nor shall the leased premises be used for any commercial purpose.
- ii. Aircraft shall not be fueled, refueled, or drained while the engine is running or while any portion of the aircraft is within the hangar.
- iii. Aircraft batteries shall not be charged while any portion of the aircraft is within the hangar, except for the use of approved low-amperage battery tenders/maintainers.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

- iv. Use of area heaters, regardless of type, is prohibited in the hangars without prior authorization by the Airport Manager. This prohibition does not apply to approved engine pre-heaters.
- v. Smoking or open flames of any kind are strictly prohibited in the T-Hangars or anywhere within the Air Operations Area (AOA) of the Airport without prior authorization by the Airport Manager. This includes, but is not limited to, matches, lighters, barbeques, charcoals, wood fires, propane gas grills, natural gas grills, fuel burning appliances (including heaters), etc.
- vi. Lessees may store no more than twelve (12) quarts (for single-engine aircraft) or twenty-four (24) quarts (for twin-engine aircraft) of aviation motor oil in their assigned space. Used oil may not be stored and shall be immediately removed from Airport property after maintenance is performed. Lessees may store no more than a combined total of five (5) gallons of gasoline, oil, or other hazardous materials, hazardous maintenance supplies, or combustible or flammable materials and no more than ten (10) aerosol cans in their assigned space, unless stored in an approved flammable storage cabinet. The storing or maintaining of any amounts in excess of the amounts described above shall be cause for immediate termination of a lease with no refunding or prorating of any amounts of prepaid lease payments. In the event of such lease termination, the premises must be immediately vacated by the Lessee, without any further notice being required to be given. *See also the Hazardous Materials Handling section of these Rules and Regulations.*
- vii. No electrical motor or appliances shall be located within 18 inches of the hangar floor.
- viii. Modifying any hangar space is prohibited without prior written permission of the City. Any removal and/or repair by the City to return the T-Hangar to original condition will be at the Lessee's cost.
- ix. The use of a lock, other than the lock issued by the City, on the hangar door is prohibited. The City reserves the right to remove private locks at its discretion.
- x. Vehicles parked or left unattended outside of the T-Hangar are subject to being towed away at owner's expense.

9. HANGAR MAINTENANCE.

a. MAINTENANCE AND DAMAGES: The City shall maintain the T-Hangar at its expense, except that the cost to repair any damage to a leased premises caused by a Lessee or its employees, members, agents, or invitees shall be paid by the Lessee. The Airport Manager should be contacted if maintenance of the hangar or other services are required.

b. SNOW/ICE REMOVAL BY CITY: The City shall provide snow/ice removal in the general area according to the priority established by the FAA. Special requests may be made to the Airport Manager; however, the City will not perform detailed ice or snow removal.

**CRETE MUNICIPAL AIRPORT
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c. SNOW/ICE REMOVAL BY LESSEES: Lessees shall be responsible for snow or ice removal within their hangars and within three feet (3') of the hangar doors, which will not be serviced by the City snow removal equipment.

10. COMMERCIAL OPERATIONS; SOLICITING.

a. PERMISSION: Persons desiring to engaging in a permanent Commercial Operation at the Airport must enter into an agreement with the City describing the terms and conditions of the proposed commercial operation. Persons desiring to engage in a temporary or transient Commercial Operation, such as helicopter towing operations, agricultural spraying operations, or banner towing, must receive prior written approval of the Airport Manager.

b. FACILITY REQUIREMENTS: Repairs performed by a commercial operation shall be made only on leased sites where specifically permitted by the City. Aircraft repair work may be performed on ramps/aprons only with prior written permission from the Airport Manager. No person shall effect repairs to aircraft or engines, except emergency repairs, unless in the spaces designated for that purpose. Stripping, preparing, doping, and painting of aircraft shall only be performed in facilities approved for such operations and specifically permitted by the City.

c. USE OF HAZARDOUS/FLAMMABLE/COMBUSTIBLE MATERIALS: When using hazardous, flammable, or combustible materials, the cleaning, repair, or maintenance of motor parts and other parts of aircraft shall be performed a safe distance from other aircraft or buildings. If flammable liquids are employed, operations shall be carried out in the open air or in a separate room located in the repair shop section and separated from storage and operation areas by fire resistant partitions in compliance with applicable fire safety regulations. *See also the Hazardous Materials Handling section of these Rules and Regulations.*

d. HANGAR LESSEES: Lessees basing an aircraft at the Airport shall not permit said aircraft to be used for a commercial operation unless such commercial operation is expressly authorized by agreement with the City.

e. COMMERCIAL FLIGHT INSTRUCTION: No person shall permit an aircraft based or maintained at the Airport to be used for commercial flight instruction without compliance with all FAA regulations and written permission of the City.

f. FLYING CLUBS: Flying clubs must be organized corporations under Nebraska law and operate on a nonprofit basis so as not to receive revenues greater than the costs to operate, maintain, acquire, and/or replace flying club aircraft. All flying club aircraft must be registered in the name of the flying club and be owned equally by its members. Club members cannot engage in and club aircraft cannot be used for commercial ventures, purposes, or operations.

- i. A current roster of officers and directors of each flying club must be filed with the Airport Manager.
- ii. All aircraft owned, leased, or used by a flying club must be registered with the Airport Manager.

**CRETE MUNICIPAL AIRPORT
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g SOLICITING: No person shall solicit, offer for hire or sale, or engage in any commercial operation or charitable activity of any nature on, upon, within, or from the Airport except with the prior approval of the City.

h INSURANCE: Persons engaged in commercial operations are required to obtain and continuously maintain insurance coverage as determined by the City to cover the risks associated with the commercial operation or Airport use that is being undertaken.

11. SAFETY EQUIPMENT:

a FIRE EXTINGUISHERS: At the commencement of their Lease, Lessees shall obtain for placement on the premises and continue to maintain and annually inspect a fire extinguisher of ten pounds (10 lbs.) or higher, class ABC. or of a type and style as shall be designated by the City.

b FIRST AID KITS: All hangars must contain basic first aid kits as designated by the City.

c OTHER: Lessees shall also obtain and maintain any other safety equipment as may be required by the City. The City may change or modify safety equipment requirements for Lessees, at any time, by giving them thirty (30) days' notice of any changed or additional safety equipment requirements.

12. RUBBISH; DEBRIS; STORAGE

Lessees shall keep their leased areas free from rubbish and debris. All fire doors and other fire prevention apparatuses shall be freely accessible and kept unobstructed at all times. Storing boxes, rubbish, pallets, crates, or paper is prohibited.

13. HANGAR REMODELING, MODIFICATION, REPAIRS, IMPROVEMENTS

a REPORTING OF DAMAGE/MODIFICATION REQUESTS: Lessees shall immediately report to the Airport Manager any damage to or defects in their hangars. In no event shall Lessees be allowed or permitted to make any remodeling, modifications, repairs, improvements, etc. to the hangars without the prior written approval and consent of the City.

b REPAIRS/IMPROVEMENTS: In the event any repairs or improvements need to be made, installed, or completed on the premises being rented by a Lessee, whether caused by or attributable to the negligence of the Lessee or not, any and all such repairs or improvements are to be completed by the City or a contractor of its choice. Any repairs needed to be made due to the negligence or omission of a Lessee shall be immediately charged to the Lessee who shall be responsible for paying the same, in its entirety, within fourteen (14) days after receipt of such charges.

c RESTORE PREMISES: In the event a Lessee defaults or terminates a lease agreement, the Lessee shall restore the premises to the condition it had at the beginning of the lease term or as the same may have been remodeled during the lease term, normal wear and tear excepted.

d ATTACHMENTS TO HANGER: Lessee shall not attach any piece of equipment to the interior or exterior of their hangar without express written permission from the City.

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**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

14. HAZARDOUS MATERIALS HANDLING

- a. GENERAL CLEANLINESS: Hangars, including floors, shall be kept clean and clear of the accumulation of oil, grease, flammable liquids, rags, or other waste materials.
- b. STORAGE: Storage in the hangar shall be neat and minimal with unobstructed fire or emergency access to the rear of the hangar at all times. Oily rags or other materials soiled with petroleum-based products may only be stored in metal containers with self-closing, tight-fitting lids. Approved storage of hazardous waste on the Airport must be placed in suitable receptacles with self-closing covers that are properly secured. The use and storage of all flammable materials (solid and liquid) shall be in compliance with all regulatory measures, including the International Fire Code, the Airport's SWPPP, and all applicable federal, state, and local regulations.
- c. STORAGE LIMITS – T-HANGARS: Lessees may store no more than twelve (12) quarts (for single-engine aircraft) or twenty-four (24) quarts (for twin-engine aircraft) of aviation motor oil in their assigned space. Used oil may not be stored and shall be immediately removed from Airport property after maintenance is performed. Lessees may store no more than a combined total of five (5) gallons of gasoline, oil, or other hazardous materials, hazardous maintenance supplies, or combustible or flammable materials and no more than ten (10) aerosol cans in their assigned space, unless stored in an approved flammable storage cabinet. Hazardous and/or combustible or flammable materials are required to be stored in properly marked UL or OSHA approved containers and in an approved flammable storage cabinet.
- d. STORAGE LIMITS – COMMERCIAL OPERATIONS: Commercial operations shall be allowed to maintain and/or store no more than a combined total of two hundred twenty (220) gallons of gasoline, oil, or other hazardous materials, hazardous maintenance supplies, or combustible or flammable materials on the premises. Hazardous and/or combustible or flammable materials are required to be stored in properly marked UL or OSHA approved containers and in approved flammable storage cabinets. The Airport Manager may allow the storing or maintaining of any amounts in excess of the limit listed above upon written request.
- e. DISPOSAL: No fuels, oils, dopes, paints, solvents, acids, or any other hazardous liquids shall be disposed of or dumped in drains, on ramp/apron areas, catch basins or ditches, or elsewhere on the Airport unless into containers clearly identified for the recycling of such liquids.
- f. MSDA SHEETS: Material safety data sheets (MSDS) for all hazardous materials shall be maintained on-site so as to be readily available to emergency responders in the event of an emergency and for review by the Airport Manager and the Fire Marshal.
- g. SPILL KITS: All hangars shall contain strategically placed spill kits to be used for the immediate containment of any spills. A spill kit must include sufficient absorbents to clean up at least five (5) gallons and spill containment capable of damming or diking a spill.
- h. SPILL CLEANUP: In the event a hazardous spill of any magnitude occurs, the person responsible for causing such spill shall take immediate action and be responsible for the containment, cleanup, and remediation of such hazardous spill.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

PROCEDURES TO BE IMPLEMENTED IN MANAGING A HAZARDOUS SPILL:

- 1) Determine the threat to the immediate public.
- 2) Contain the spill with an absorbent.
- 3) Block all stormwater drains that could be impacted by such spill.
- 4) Apply the proper absorbent from strategically placed spill kits. All liquids and/or absorbents shall be disposed of or reused per applicable regulatory measures.
- 5) Make a record of the spill at the facility.
- 6) Notify the Airport Manager who may have additional requirements based on the nature and quantity of the spill.

i SPILL REPORTING: The City requires the immediate reporting of any hazardous spill in excess of five (5) gallons (calling 911 is deemed sufficient). Hazardous spills that require reporting include, but are not limited to, jet fuel, gasoline, fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol, and all similar chemicals that could be considered hazardous.

j LIABILITY: All hazardous, flammable, and/or toxic materials shall be used, stored, and disposed of in accordance with these Rules and Regulations and all applicable federal, state, and local laws, rules, and regulations and at the sole risk of the user. The user of any hazardous substance shall be fully and personally liable for any violation of such rule, regulation, or law, along with the cost of any cleanup or damage that may result from such use. Should the Airport Manager determine that, during the course of an environmental incident, the responsible party is not capable of, has not, or refuses to take the appropriate action in a timely manner to mitigate the adverse environmental incident (in the sole discretion of the Airport Manager), the Airport Manager reserves the right to take action and/or employ those services that the Airport Manager determines appropriate to control and/or clean up the site. The cost of such services shall be borne by the responsible party.

15. AVIATION FUELING OPERATIONS AND HANDLING

a PERMISSION: Except for self-fueling, fuels shall only be dispensed on the Airport by those fixed-base operators and self-fueling entities that have a written agreement with the City granting such permission, and the fueler shall comply with all orders, procedures, and minimum standards for commercial aeronautical activities set forth by the City.

b TRAINED OPERATOR: A properly trained operator shall be present, responsive, and in direct view of all operating controls and equipment at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. The operator shall not block open, disengage, and/or deactivate the “deadman” switch while fueling and/or transferring fuel.

c TRAINING: Except for self-fueling and self-service fueling, no person shall fuel or defuel an aircraft until that person is properly trained. Records shall be kept by all fixed-base operators documenting the training provided and qualifications of each person trained. Recurrent training shall be provided on a regularly scheduled basis but not less than annually. All records shall be subject to review and/or inspection by the Airport Manager or Fire Marshal.

**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

d. FUELING: No aircraft shall be fueled with an engine running (hot-fueling) unless prior authorization has been obtained from the Airport Manager and the fueling operator.

- i. No aircraft shall be fueled or defueled unless the point of contact between the fuel transfer device (e.g., fuel nozzle) and the aircraft fuel tank is at least eight feet (8') away from any hangar structure or enclosed space. Aircraft fuel handling shall be conducted outdoors and at least 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the Fire Marshal.
- ii. Fueling hoses, funnels, and apparatuses shall be equipped with a bonding device to prevent the ignition of volatile liquids. During any fueling process, the aircraft and the fueling apparatus shall both be bonded to equalize voltage potential.

e. HAULING/PORTABLE FUEL TANKS: The hauling of fuel tanks in any vehicle shall conform to the current applicable provision of the DOT Hazmat Guidelines, all applicable regulatory measures, and all appropriate NFPA guidelines.

f. CONTAINERS: Pouring or gravity transfer of fuel from containers larger than five (5) gallons is prohibited. All containers shall be approved by the Fire Marshal and shall be an approved type pursuant to UFC Sec. 79.104 and legibly labeled. Capacity shall conform to UFC Table No. 79.104.

g. SPARK/IGNITION: No person shall smoke or use any material or equipment that is likely to cause a spark or ignition within 100 feet of any fueling or defueling operations or use any material or equipment that is likely to cause a spark or ignition.

h. CARE AND CAUTION: All fuel handled on the Airport shall be treated with due caution and circumspection with regard to the rights and safety of others so as not to endanger or likely endanger persons or property.

i. SPILLAGE AND SPILL KITS: Care shall be exercised to prevent spillage of fuel. The Airport Manager shall be notified any time spillage in excess of five (5) gallons occurs. Any fuel spilled during transfer shall be immediately removed. No engine of any aircraft shall be started when fuel is on the ground under such aircraft, except sump drain checks. *See also the Hazardous Materials Handling section of these Rules and Regulations.*

- Each hangar shall have a minimum 5-gallon spill kit. Each refueling vehicle shall have a minimum 15-gallon spill kit. Each fuel storage facility shall have a minimum 55-gallon spill kit.

j. AVIATION GASOLINE PROHIBITED IN MOTOR VEHICLES: Fuels not meeting motor vehicle fuels specifications, such as aviation gasoline, jet fuel, and transmix, are prohibited from being supplied, sold, or transported for use in motor vehicles.

k. CONFORMANCE WITH REGULATIONS: Fueling, defueling, and fuel storage activities on the Airport shall conform to all federal, state, and local regulations.

**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

16. INSPECTION

The City reserves the right to make periodic inspections of all buildings upon the Airport for the purpose of preventative maintenance. The Airport Manager may enter and inspect any leased premises for the purpose of insuring compliance with lease agreements. The Airport Manager shall endeavor to provide at least twenty-four (24) hour prior notice of scheduled inspections to Lessees. In the event of an emergency, the Airport Manager and/or City may enter any leased premises without prior notice to respond to such emergency.

17. SURRENDER OF PREMISES

Lessees must peaceably surrender possession of any leased premises to the City at the end of their lease term in as good a condition as when possession of the premises was given to them, acts of God and usual wear and tear excepted. Upon the breach of any covenant or term of a lease agreement and after ten (10) days' notice, the City may enter a leased premises and remove all of the property contained therein.

18. APPEAL PROCESS

Any person found in violation of these Rules and Regulations or any order or directive of the Airport Manager related thereto, including a 30-day notice of termination of tenancy, may appeal such finding, order, or directive by submitting a written request for appeal to the City, except that a three-day notice to pay rent, cure default, or quit is final and not subject to appeal. The request for appeal must be submitted to the Airport Manager within 10 days of being duly notified of such violation. The request for appeal shall contain (1) a statement specifying the grounds for the appeal (2) all material facts in support of the appeal, and (3) the signature of the appellant. The Airport Manager shall, as soon as practicable but no longer than 30 days after receipt of the appeal, schedule a hearing on the appeal with the City. The appellant shall receive at least a five (5) day notice of the hearing date, time, and location. Upon conclusion of the hearing, the City shall either uphold or deny the appeal and shall issue a written notice setting forth the reasons for the decision. The decision of the City shall be final.

AGREEMENT AND SIGNATURE

I have read, understand, and agree to the Crete Municipal Airport Rules and Regulations.

Lessee: _____

Signature: _____

Date: _____

Printed Name: _____

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

DEFINITIONS

Unless otherwise expressly stated or the context requires, the following terms shall, for the purpose of these Rules and Regulations, have the meaning herein indicated.

Abandoned Aircraft - Any Aircraft left unattended on Airport property in an inoperable condition or under such circumstances that evidence an intention by the owner/operator to voluntarily surrender, relinquish or disclaim the Aircraft. Any Aircraft left in unleased space for 30 days shall be considered abandoned.

Abandoned Motor Vehicle - A motor vehicle shall be deemed to be an abandoned vehicle if left unattended:

- (a) With no number plates affixed thereto for more than six (6) hours on any public property;
- (b) For more than twenty-four (24) hours on any public property except a portion thereof on which parking is legally permitted;
- (c) For more than forty-eight (48) hours after the parking of such vehicle shall become illegal; or,
- (d) For more than seven (7) days on private property if left initially without permission of the owner or after permission of the owner terminates.

Access Gate - Any device or barrier through which ingress or egress can be made to and/or from the Air Operations Area (AOA) and/or Security Identification Display Area (SIDA).

Air Operations Area (AOA) - The Air Operations Area shall be all areas of the Airport within the perimeter fencing exclusively reserved for the operation, placement, movement, and storage of Aircraft and all areas adjacent thereto as defined by FAA regulations and/or the Executive Director. This area does not include the Secured Area.

Aircraft - All contrivances now known or hereafter designed, invented, or used for navigation or flight in the air.

Aircraft Maintenance - Inspection, overhaul, repair, preservation, and replacement of parts, including preventative maintenance as described in Part 43 of the Federal Aviation Regulations.

Airport - All land and improvements owned and/or under the care, custody, and control of the City and located within the geographical boundaries of the Crete Municipal Airport, Saline County, Nebraska.

Airport Certification Manual - The FAA approved document containing the operating standards and procedures of the Airport as prescribed in FAR Part 139.

Airport Identification - A badge or card issued by the City for the purpose of identification, vehicle operation, security, and access of persons.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

Airport Manager - The person appointed by the City to have immediate supervision of the administration and operation of the Airport. The Airport Manager may employ and designate staff to act in his behalf in the promulgation of City policy. Wherever in these Rules and Regulations the Airport Manager is referenced, it shall mean and include the Airport Manager or the Airport Manager's designated representative.

Airport Marking Aids - Markings used on runway and taxiway surfaces to identify a specific runway, a runway hold line, centerline, threshold, etc.

Airport Operations - The division within the Airport organizational structure responsible for monitoring and controlling daily Airport activities and functions.

Apron – see Ramp/Apron Areas.

ARFF - Aircraft Rescue and Fire Fighting.

Auto Gas - Fuel designed and manufactured to be used in automobiles, as opposed to "AVGAS" which is designed and manufactured to be used in Aircraft.

CFR - The United States Code of Federal Regulations.

Cities Airport Authorities Act - Neb. Rev. Stat. §§ 3-501 to 514 (Reissue 1997) or as may be amended from time to time.

City - The City of Crete, Nebraska.

Commercial Aircraft Operator - Any entity that holds a certificate of public convenience and necessity issued pursuant to Section 40 I of the Federal Aviation Act of 1958, as amended, a commuter air carrier as defined by Civil Aeronautics Board Regulation Part 204.3(d), J and/or that holds a certificate subject to FAR Parts 61, 121, 141, 135 and/or any other FAR applicable to the transport of passengers or items for hire or to providing commercial aeronautical services or activities on a non-scheduled or regularly scheduled basis at the Airport.

Commercial Non-Aeronautical Activity - Any commercial operation not directly related to the operation of Aircraft (e.g., restaurant, rental car, or other concessions).

Commercial Non-Signatory Aircraft - An Aircraft operated by or for a commercial Aircraft operator that does not have in effect a current use and/or lease agreement with the City at the time of landing or takeoff of said Aircraft.

Commercial Operation - To engage in the auction, lease, sub-lease, barter, trade, offer, advertising, holding out, or providing of any goods or services to the public.

Commercial Signatory Aircraft - An Aircraft operated by or for a commercial Aircraft operator that has in effect a current use and/or lease agreement with the City at the time of landing or takeoff of said Aircraft.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

Contractor - Any person or company doing service, construction, or installation work on the Airport under a contract basis and who is not a tenant or vendor.

Courtesy Vehicle - Those properly identified vehicles that are used on a not-for-hire basis in the business operation of any hotel, motel, parking lot, or auto rental office or any vehicle used solely to transport customers at no charge between points at the Airport and such enterprises.

Crete Airport - All land and improvements owned and/or under the care, custody, and control of the City.

DHS - The United States Department of Homeland Security.

DOT - The United States Department of Transportation.

Driver - Any person who is in actual physical control of a vehicle.

Escort - The accompaniment of a person or vehicle not authorized to be on the AOA or SIDA by a person who is so authorized and properly displays Airport identification.

Environmental Laws - All federal, state, and local laws relating to environmental matters.

FAA - The United States Federal Aviation Administration.

FAR - The United States Federal Aviation Regulations.

Fire Codes - The fire codes adopted and enforced by the City of Crete and/or the State of Nebraska.

Fire-resistant - The capability of materials manufactured, designed, or certified to be resistant to damage by fire.

Fixed Base Operator (FBO) - An individual or firm providing general aircraft services, including, but not limited to, maintenance, storage, fueling, charter services, and ground and flight instruction.

Flammable - The tendency of a material, liquid, or gas to ignite readily or to explode.

Fuel Storage Area - Those portions of the Airport designated by the Airport Manager as areas in which auto gasoline, diesel, jet fuel, aviation 100LL, or any other type of fuel are authorized to be stored, including, but not limited to, bulk storage facilities.

General Aviation - Private and corporate Aircraft not operating under FAR Part 121 or 135.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

Hazardous Materials - The term hazardous material includes hazardous substances and waste.

FAA Order 1050.1E defines **hazardous waste** as being a waste under the Resource Conservation and Recovery Act (RCRA) that is listed in or meets the characteristics described in 40 CFR Part 261 including ignitability, corrosivity, reactivity, or toxicity. Hazardous wastes include cleaning solvents, waste oil and Freon, oil booms contaminated with toluene, gasoline, gas-soaked rags, and polychlorinated biphenyls (PCBs). Other wastes of concern include paint-related waste, runway rubber, antifreeze and urea, sand blast residue, household hazardous waste (small quantities of various hazardous materials that cannot be combined with other materials for disposal), and ethylene glycol.

FAA Order 1050.1E defines **hazardous substance** as any element, compound, mixture, solution, or substance defined as a hazardous substance under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and listed in 40 CFR Part 302. If released into the environment, hazardous substances may pose substantial harm to human health or the environment.

Independent Operator - A commercial operator offering a single aeronautical service without an established place of business on the Airport.

Lessee - A tenant, permittee, or other occupant of land or premises within the boundaries of the Crete Airport and any of their duly authorized agents and employees.

Limousine - A chauffeur-operated motor vehicle available for charter having a seating capacity of not less than four passengers or more than nine passengers, excluding the driver.

Movement Area - The runways, taxiways, and other paved surfaces of the Airport that are used for the taxiing, takeoff, and landing of Aircraft, exclusive of loading ramps and parking areas. Control of aviation, vehicular, and pedestrian traffic within these areas is under the jurisdiction of the Air Traffic Control Tower.

NFC - The National Fire Code published by the National Fire Protection Agency.

NFPA - The National Fire Protection Agency.

NOTAM - FAA Notice to Airmen.

NTSB - The National Transportation Safety Board.

Park - To stop a vehicle or Aircraft for any length of time, whether occupied or unoccupied.

Permission or Permit - Permission or permit whenever required by these Rules and Regulations shall mean written permission, except that verbal permission in specific instances may be granted under special circumstances where the obtaining of written permission would not be practicable.

Person - Any individual, firm, partnership, corporation, company, association, joint stock association, or political body, including any trustee, receiver, assignee, or representative thereof.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

Ramp/Apron Areas - Portions of the Air Operations Area designated and made available, temporarily or permanently, by the City for the loading and unloading of passengers or cargo on and off Aircraft, and the parking of Aircraft.

Restricted Area - Those portions of the Airport within the Air Operations Area (AOA), SIDA, and Secured Area to which access is restricted and is not accessible to the general public.

Roadway - That portion of a highway or street designed or ordinarily used for vehicular travel.

Run-up - Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

Runway - A defined area designated for landing and takeoff of Aircraft.

SASO - See Specialized Aviation Service Operation (SASO).

Secured Area - All areas where air carriers subject to 49 CFR 1544 enplane and deplane passengers and send and load baggage and any adjacent areas not separated by adequate security measures. This includes the Terminal Ramp/Apron and associated baggage makeup areas and is a Security Identification Display Area (SIDA).

Security Identification Display Area (SIDA) - The area identified by the Airport Security Program where the wearing of external identification badges is required for Airport security in accordance with 49 CFR 1542 of the Department of Homeland Security Regulations and the Airport Security Program. This includes all secured areas around the passenger terminal used for the boarding and servicing of scheduled commercial airlines.

Service Road - A vehicular road located inside the Air Operations Area for use by the City, FAA, and authorized Airport tenants and contractors. In all cases, ARFF Vehicles have right-of-way on these roads.

Specialized Aviation Service Operation (SASO) - An aeronautical business that offers a single or limited service. Examples of these specialized services may include aircraft flying clubs, flight training, aircraft airframe and power plant repair, maintenance, aircraft charter, air taxi or air ambulance, aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support business.

State - The State of Nebraska.

Sterile Area - That portion of the Terminal Building beyond the passenger security screening checkpoint used in the boarding of commercial Aircraft.

T-Hangar - An individual aircraft hangar designated for the storage of one Aircraft.

Taxicab - A motor vehicle carrying passengers for hire for which public patronage is solicited and that operates under authorization from the public service commission.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

Taxiway - A surface designed to provide Aircraft access between the runways and other areas of the Airport, including Aircraft parking ramps.

Terminal Building - Those buildings and/or structures located within the Airport and open to the public for the purpose of flight ticket purchase, public lobby waiting, baggage check-in, and those services related to public air travel.

Terminal Ramp/Apron - That portion of the AOA immediately adjacent to the Terminal Building.

TSA - The Transportation Security Administration.

UBC - The Uniform Building Code.

Vehicle - Any device which is capable of moving itself or being moved from place to place upon wheels interacting with the ground. This does not include any device moved by muscular power or designed to move primarily through the air.

Vehicle Service Road - A road located inside the Air Operations Area for use by the City, FAA, and authorized Airport tenants and contractors.

Vendor - Any person or company involved in sales or service work on the Airport who is not a tenant or contractor.

**CRETE FUEL LLC
FLOW TRACKER - 2024**

| MONTH | YEAR | 100LL | JET-A | TOTAL GALLONS | FLOWAGE FEE |
|--------------|-------------|--------------|--------------|----------------------|--------------------|
| 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 |
| AUGUST | 2024 | 1634.20 | 2487.60 | 4121.70 | 329.74 |
| SEPTEMBER | 2024 | 1940.00 | 3225.30 | 5165.30 | \$413.22 |
| OCTOBER | 2024 | 1098.50 | 4473.00 | 5571.50 | \$445.72 |
| NOVEMBER | 2024 | 1001.30 | 2008.60 | 3009.90 | \$240.79 |
| DECEMBER | 2024 | 545.40 | 2323.90 | 2869.30 | \$229.54 |