

**Public Works Committee Meeting**  
**Tuesday, March 4, 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 revised Olsson Consultant Agreement with the City of Crete for the Airport Improvement Program Project No. 024-03141
- 3.B. Consider Ordinance 2236 amending building code to allow specific lockable pool covers without fencing.
- 3.C. Consider Ordinance 2237 amending subdivision applicability removing the ten-acre limit.
- 3.D. Consider Ordinance 2238 Vacating the north 34 feet of 21st Street west of Oak Ave.
- 3.E. Consider Ordinance 2239 Sale of vacated street portion of 21st Street west of Oak Ave
- 3.F. Consider leasing or purchasing a street sweeper
- 3.G. Consider Resolution No. 2025-02 Authorizing the Mayor to sign the Statistic Display Loan Agreement with the National Museum of the United States Airforce.
- 3.H. Consider Resolution 2025-3 Adopting and approving the execution of an agency agreement with Nebraska Department of Transportation, Division of Aeronautics for Project No. 3-31-0022-017/18-2025
- 3.I. Consider the Crete Municipal Airport Hanger Lease Agreement
- 3.J. Consider the Crete Municipal Airport End Unit Lease Agreement
- 3.K. Consider the Crete Municipal Airport Rules and Regulations

**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](http://www.crete.ne.gov).



## **CONSULTANT AGREEMENT**

Airport Improvement Program (AIP) Project No. 3-31-0022-017/018  
Olsson Project No. 024-03141

### **CRETE MUNICIPAL AIRPORT**

#### **PROJECT DESCRIPTION (the "Project")**

Construct 2-Bay Corporate Style Box Hangar with associated hangar approaches, electrical service and heating.

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, Inc. of Lincoln, Nebraska hereinafter called "Olsson" and the City of Crete of Crete, Nebraska, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

#### **SECTION 1: GENERAL**

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 through 6 (Olsson's "Scope of Services") for the Project.

Chris Corr, P.E. will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty, or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

## SECTION 2: DESIGN PHASE

- a. Project management and coordination. Coordinate with the Sponsor, NDOT and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.
- b. Conduct a project kickoff meeting {via teleconference} with the Sponsor, NDOT and FAA in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.
- c. Finalize design criteria in accordance with FAA Advisory Circulars. Submit a preliminary pavement layout and brief explanation of the layout. Coordinate with FAA and NDOT to ensure acceptance.
- d. Coordinate geotechnical investigation of existing pavement and soils. Olsson will conduct all lab tests and prepare a report of lab results and subsurface conditions. See Section 6 Special Services for the design testing services.
- e. Conduct field assessment of the existing site {and pavement and lighting conditions} (“Field Assessment”). One project engineer and one technician shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.
- f. Complete Asbestos Inspection and provide report of findings. Report required to dispose of existing hangar.
- g. Conduct topographic survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey **will not be** in accordance with FAA Advisory Circular 150/5300-18B.
- h. Evaluate the existing electrical system, including one separate site visit by an electrical engineer. Prepare preliminary and final design of new electrical system.
- i. Coordinate with local utility companies (gas, electrical / water) that have lines crossing the project site and determine their requirements.
- j. Pavement Design:
  - (1) Research pavement history
  - (2) Develop concrete pavement design alternatives
  - (3) Perform pavement designs using FAA Advisory Circulars and/or pavement design software
  - (4) No life cycle cost analyses will be prepared due to the small size of apron and need for concrete hangar paving.

- k. Develop preliminary building layout.
- l. Develop layouts for hangar approach configuration.
- m. Develop longitudinal profiles for hangar approach.
- n. Develop layouts and locations for taxiway lights. Determine the impact of each pavement design on the existing and ultimate electrical and lighting configurations.
- o. Complete final plan, pavement elevations and geometrics of taxiway and ramp to hangar door.
- p. Complete hangar drawings and structural design of hangar footings and floor.
- q. Complete Structural Design
  - (1) 2-Bay Hangar (Approx 120' x 80') including coordination with Fire Marshal on requirements.
  - (2) Complete Bi-Fold & Free-Standing Hydraulic Door Design for aircraft access. Approx. Door Size 55' x 16' Clear Opening.
  - (3) Footing and Foundation
  - (4) Minimum of 2 pedestrian doors in accordance with local & state fire marshal codes.
  - (5) Structural Plans & Specifications
- r. Complete Electrical Design (Plans & Specifications)
  - (1) Complete Interior LED Lighting, Exterior LED Lighting, and fan design
  - (2) Complete Hangar Bay electrical circuit design
  - (3) Exit Signs as required by Fire Marshal
  - (4) Complete in floor grounding
- s. Complete Mechanical Design (Plans & Specifications)
  - (1) Complete infrared / forced air heating design.
  - (2) Complete new gas service within building / civil to complete outside of building
- t. Develop preliminary Construction Safety & Phasing Plan (CSPP)
- u. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA and NDOT. Incorporate applicable comments into the final plans, specifications, and design report.
- v. Coordinate with NDOT for the Disadvantage Business Enterprise (DBE) program and goals and incorporate into project documents.
- w. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
  - (1) Guide No. 920 – Engineering Report
  - (2) Guide No. 930 – Plans and Specifications
  - (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
  - (4) Guide No. 950 – Sponsor Modifications of FAA Standards

(5) Guide No. 960 – Operation Safety on Airports

- x. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the hangar and of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.
- y. Submit building plans to the State Fire Marshal for review.
- z. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor, NDOT and FAA.
- aa. Submit plans, specifications, contract documents and engineer’s design report for review by September 15, 2025.

<b>90 PERCENT SUBMITTAL</b>			
	<b>Contract Documents &amp; Specifications</b>	<b>Engineer’s Design Report</b>	<b>Plans</b>
Sponsor	1 Set & Electronic	1 Set & Electronic	1 Half-Size Set & Electronic
NDOT	Electronic	Electronic	Electronic
FAA	2 Printed Copies & Electronic	2 Printed Copies & Electronic	1 Half-Size Set, 1 Full-Sized Set & Electronic
Nebraska Fire Marshall	Electronic	N/A	Electronic

- bb. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- cc. Revise and submit plans, specifications, contract documents and engineer’s design report within 14 days of receipt of comments from the Sponsor, NDOT and FAA. Provide a written response to each comment. Provide copies as listed in the table below.

<b>FINAL SUBMITTAL</b>				
	<b>Contract Documents &amp; Specifications</b>	<b>Engineer’s Design Report</b>	<b>Plans</b>	<b>Response to Comments</b>
Sponsor	1 Set & Electronic	1 Set & Electronic	1 Half-Size & Electronic	Electronic
NDOT	Electronic	Electronic	Electronic	Electronic
FAA	Electronic	Electronic	Electronic	Electronic
Nebraska Fire Marshall	Electronic	N/A	Electronic	Electronic

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are

instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

### **SECTION 3: BIDDING PHASE**

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and [www.QuestCDN.com](http://www.QuestCDN.com) for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results.
- g. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
  1. Bid date
  2. Summarized bid table
  3. Evaluation of unit price extensions and total base bid, including an error check
  4. Addendums and acknowledgements
  5. Additional insured cost if any
  6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
  7. Buy American compliance
  8. Confirmation of bidder's signature on proposal form
  9. Bid guarantee
  10. Pre-qualification requirements
  11. Review of qualifications
  12. Debarment list verification
  13. Recommendation to award
- i. Conduct one meeting to present bids to the Sponsor.

- j. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*, except that the Sponsor Certification will be prepared and submitted by the NDOT.
- k. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to NDOT, Sponsor, and Contractor. **Provide an electronic copy of the construction contract to the FAA, NDOT and Sponsor.**

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor, NDOT and FAA. Re-advertising, if necessary, will be negotiated under an amendment to this Agreement.

**SECTION 4: CONSTRUCTION PHASE**  
(INCLUDES OBSERVATION)  
based on 150 calendar days (construction contract time)

Olsson will not begin work on this Phase until a Notice to Proceed is received from the Sponsor. Both parties understand that this work is subject to the availability of FAA funds.

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor, NDOT and FAA to provide information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.
- b. Prepare and submit Quarterly Performance Reports.
- c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is assumed a total of 8 site visits will be completed.
  - (1) Hangar Approach Construction: It is estimated that the Project Engineer will make 4 site visits: Approximately every other week, plus 1 visit prior to the start of the base course and 1 visit prior to the start of paving.
  - (2) Hangar Construction: Project Engineer will make 3 additional trips, approximately one per month.
  - (3) Attend monthly progress meetings over the duration of the project. Approximately six meetings.
- d. Require Construction Contractor to prepare a Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities (NDPES permit) and Storm Water Pollution Prevention Plan (SWPPP).
- e. Review shop and erection drawings and all materials data submitted by construction contractors for general compliance with design concepts and Buy American provisions. Olsson's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
- f. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.

- g. Provide horizontal and vertical survey control, as required under the FAA standard specification General Provision 50-07. Construction staking will be responsibility of contractor.
- h. Upon receipt of NDOT, FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. NDOT and FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.
- i. Provide part-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 *Construction Observation*, {**except that a Construction Observation Program will not be prepared.**} and Guide No. 1070 *Inspections: Development Projects*.

Observer will be on-site for site grading, all concrete placements including hangar approach paving, building foundation and building floor. Full-time observation is anticipated to be 5 weeks of onsite observation.

Observer will be part-time for the hangar erection, site grading outside pavement limits, and all other miscellaneous construction items. Part Time observation will consist of an average of one day per week for the time outside of the full-time observation.

- j. Provide construction testing. See Exhibit C1 for a list of the anticipated tests and services. Estimated quantities of tests were based on the following lot sizes and estimated construction quantities:
  - (1) Excavation / Embankment
    - i. Lot Size 1,000 CY and Subgrade Lot Size 500 SY
    - ii. Estimated Constructed Quantity 4,500 CY
  - (2) Base Course
    - i. Lot Size 1,500 SY
    - ii. Estimated Construction Quantity 1,500 SY
  - (3) P-501 Concrete Pavement
    - i. Lot Size 1,500 SY
    - ii. Estimated Construction Quantity 3,000 SY
  - (4) Hangar Footings & Floor Concrete Pavement
    - i. Footings – 4 Pours
    - ii. Floor – 2 Pours
- k. Conduct 1 site visits by geotechnical engineer, 1 visit by electrical/mechanical engineer and 1 visit by structural engineer
- l. Submit weekly FAA Form 5370-1 “Construction Progress and Inspection Reports” and testing reports to the Sponsor, NDOT and FAA.
- m. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.
- n. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. *Labor Provisions: Development Projects* and

Guide No. 1073 Monitoring *Labor and Civil Rights Requirements Development Projects*. Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.

- o. Prepare and negotiate construction contract modifications, change orders and supplemental agreements, per AIP Sponsor Guide No. 1080 *Contract Modifications*.
- p. Review amounts owed to construction contractors and prepare monthly progress estimate forms certified by construction contractor(s).
- q. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- r. Arrange and attend final inspection.
- s. Provide as-built survey to establish final pay quantities and for preparation of as-built plans. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

### SECTION 5: CLOSE OUT

Upon completion of construction, the Consultant agrees to provide the following items, in accordance with FAA/ACE AIP Guide No. 1610 - Development Project Closeout. The Consultant agrees to complete this phase within 90 days of final acceptance. If the Contractor does not provide their documentation (wage rate reports, DBE final utilization, etc.) within this time limit, this will be so noted in the close-out documents.

- (1) Sponsor Certification for Final Acceptance – not included; prepared by NDOT
- (2) Final Outlay Report (SF-271) – not included; prepared by NDOT
- (3) Final Federal Financial Report (SF-425) – not included; prepared by NDOT
- (4) Final Project Cost Summary – not included; prepared by NDOT
- (5) Summary of DBE Utilization – to be included in the Final Construction Report
- (6) Final Construction Report, including summary of test results – one printed copy each to Sponsor, Provide 1 electronic copy to FAA and NDOT
- (7) As-built Drawings – provide one full-sized set to Owner; include half-sized set in Final Report and provide in pdf format.
- (8) As-built Airport Layout Plan – one full-size preliminary set for FAA review; four full-size sets for Sponsor signature upon receipt of FAA comments

### SECTION 6: SPECIAL SERVICES

- A. **Geotechnical Design Services:** Olsson will sample existing pavement, conduct the soil borings and lab tests, and provide a geotechnical report of their findings and recommendations. In accordance with AC 150/5320-6F, Table 2-1, subsurface boring spacing and depth will be:
  - (1) Hangar Approach – 1 Borings at 10' below existing grade
  - (2) Hangar Area – 2 Borings 20' below existing grade

See Exhibit E for a list of the anticipated tests and services.

## SECTION 7: FEES AND CHARGES

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

**Section 2: Design Phase.** Payment for the items included in Section 2, Design Phase, shall be the lump sum of \$130,900 shown on Exhibit A, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 15% of the payment will be withheld until the plans and specifications are approved.

*The design costs associated with heat/gas service design is \$6,200.*

**Section 3: Bidding Phase.** Payment for the items included in Section 3, Bidding Phase shall be the lump sum of \$10,200 shown on Exhibit B attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 15% of the payment will be withheld until all executed contract documents are received by the Sponsor, NDOT and FAA.

**Section 4: Construction Phase.** Payment for the items included in Section 4, Construction Phase shall be made based on direct salary (including overtime required by law), overhead costs and reimbursable expenses incurred plus a fixed payment of \$14,525.93 and subcontract costs, which are estimated on Exhibit C attached and made a part hereto.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of \$130,300, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Sections 2 and 4 is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibit C and C1 contains estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

*The engineer's construction costs associated with heat/gas service design is \$2,000*

**Section 5: Close-Out Phase.** Payment for the items included in Section 5, Close-Out Phase, shall be the lump sum of \$9,800, shown on Exhibit D, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed. Olsson will not submit an invoice for the final 10% of the Close-Out Phase until the closeout documents are approved by NDOT and FAA.

**Section 6: Special Services – Geotechnical Design Phase.** Payment for the items included in Section 6, Special Services – Geotechnical Design Phase shall be made based on direct salary (including overtime required by law), overhead costs and reimbursable expenses incurred, and subcontract costs, which are estimated on Exhibit E attached and made a part hereto.

The total charges for Section 6 will not be greater than the “Not-to-Exceed” (NTE) amount of \$10,557 unless the scope of work as set forth in Sections 2 and 6 is exceeded. If this occurs, the “Not-to-Exceed” amount may be increased by an amendment to this Agreement.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibit E contains estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

**Adjustments to Fees and Charges.** If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

**CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS.** Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

**APPROVALS.** It is understood and agreed that this Agreement and any amendments are subject to approval by NDOT and FAA before any state or federal funds are obligated.

**FEDERAL AND OLSSON'S GENERAL PROVISIONS.** The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

**EQUAL OPPORTUNITY EMPLOYER.** Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration.

OLSSON, INC.  
P.O. Box 84608  
Lincoln, NE 68501

  
\_\_\_\_\_

  
\_\_\_\_\_

Executed by Olsson on this 14th day of February, 2025.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF CRETE  
243 East 13<sup>th</sup> Street  
Crete, NE 68333

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
\_\_\_\_\_  
Title

Executed by the Sponsor on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<b>Classification</b>	<b>Cost</b>
Automobiles (Personal Vehicle)	\$0.655 / mile*
Suburban's and Pick-Up	\$0.75 / mile*
Automobiles (Olsson Vehicle)	\$95 / day
Aircraft (Personal)	\$118 / hour*
Rental Vehicle	Actual Cost
Other Travel or Lodging Cost	Actual Cost or \$107 Per Diem
Meals	Actual Cost or \$59 Per Diem
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials, including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).



**EXHIBIT B  
BIDDING PHASE  
Crete Municipal Airport 3-31-0022-017/018**

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Principal / Team Leader	0.0	\$95.99	\$0.00
Senior Engineer	7.0	\$79.56	\$556.92
Project Engineer	5.0	\$65.00	\$325.00
Design Manager	14.0	\$55.64	\$778.96
Associate Engineer	9.0	\$46.80	\$421.20
Assistant Engineer	0.0	\$41.29	\$0.00
Registered Surveyor	0.0	\$60.68	\$0.00
Senior Technician	4.0	\$36.61	\$146.43
Associate Technician	0.0	\$32.76	\$0.00
Clerical	18.0	\$34.06	<u>\$613.08</u>

Total Direct Salary Costs: \$2,841.59

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs\* 185.69% \$5,276.55

3. Fixed Fee: 15% of Item 1 & 2 \$1,217.72

4. Direct Nonsalary Expenses

Travel	60 Miles @	\$0.655	\$39.30
Meals	- Days @	\$59.00	\$0.00
Motel	- Days @	\$107.00	\$0.00
Copies, Prints, Shipping			<u>\$844.00</u>

Total Expenses: \$883.30

5. Subtotal of Items 1 - 4 \$10,219.17

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$10,219.17

Rounded: \$10,200.00

\* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

**EXHIBIT C**  
**CONSTRUCTION PHASE SERVICES**  
**Crete Municipal Airport 3-31-0022-017/018**  
Based on estimated 150 working days

1. <u>Direct Salary Costs</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
<u>Title</u>			
Principal / Team Leader	0.0	\$95.99	\$0.00
Senior Engineer	63.0	\$79.56	\$5,012.28
Project Engineer	96.0	\$65.00	\$6,240.00
Design Manager	0.0	\$55.64	\$0.00
Associate Engineer	185.0	\$46.80	\$8,658.00
Assistant Engineer	215.0	\$41.29	\$8,876.92
Registered Surveyor	8.0	\$60.68	\$485.47
Senior Technician	41.0	\$36.61	\$1,500.93
Associate Technician	8.0	\$32.76	\$262.08
Clerical	84.0	\$34.06	<u>\$2,861.04</u>
		Total Direct Salary Costs:	\$33,896.72
2. <u>Labor and General &amp; Administrative Overhead</u>			
Percentage of Direct Salary Costs*	185.69%		\$62,942.82
3. <u>Fixed Fee: 15% of Item 1 &amp; 2</u>			\$14,525.93
4. <u>Direct Nonsalary Expenses</u>			
Travel (automobile)	320 Miles @	\$0.655	\$209.60
Travel (pickup)	3,120 Miles @	\$0.750	\$2,340.00
Meals (per diem)	57 Days @	\$59.00	\$3,363.00
Motel (actual)	- Days @	\$107.00	\$0.00
Copies, Prints, Shipping			\$150.00
Testing - See Exhibit C1			<u>\$12,890.00</u>
		Total Expenses:	\$18,952.60
5. Subtotal of Items 1 - 4			\$130,318.07
6. Subcontract costs (Testing) - see Exhibit C1			\$0.00
7. Not-to-Exceed Total (Items 5 & 6)			\$130,318.07
		Rounded:	\$130,300.00

\* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

**EXHIBIT C1  
ESTIMATE OF  
CONSTRUCTION TESTING COSTS  
Crete Municipal Airport 3-31-0022-017/018**

LABORATORY:

Olsson, Inc., Lincoln, NE

LIST ALL ANTICIPATED COSTS

<u>SERVICE OR TEST</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Cost</u>
<b>Item P-152 Excavation/Embankment</b>			
D-698)	2	\$175.00	\$350.00
Atterberg Limits (ASTM D-2487)	2	\$135.00	\$270.00
Percent Passing #200 Sieve (ASTM C-117)	2	\$45.00	\$90.00
Project Manager Review	2	\$150.00	\$300.00
			<b>\$1,010.00</b>
<b>Item P-209 Aggregate Base Course</b>			
Atterberg Limits (ASTM D-2487)	1	\$135.00	\$135.00
Sodium Sulfate Soundness (ASTM C-88)	1	\$350.00	\$350.00
L.A. Abrasion (ASTM C-131)	1	\$400.00	\$400.00
D-698)	2	\$175.00	\$350.00
136)	2	\$100.00	\$200.00
Flat and Elongated Particles (ASTM D-4791)	2	\$100.00	\$200.00
Fractured Faces (ASTM D-5821)	0	\$100.00	\$0.00
Hydrometer (ASTM D-5821)	0	\$200.00	\$0.00
Project Manager Review	2	\$150.00	\$300.00
			<b>\$1,935.00</b>
<b>P-501 Portland Cement Concrete Pavement</b>			
Trip Charge	4	\$125.00	\$500.00
Engineering Technician	40	\$80.00	\$3,200.00
Concrete Test Sets - Cylinders	8	\$100.00	\$800.00
Compressive Strength Tests (ASTM C-78)	16	\$20.00	\$320.00
Concrete Length Determination (ASTM C-174)	8	\$30.00	\$240.00
Spare Cylinders	8	\$20.00	\$160.00
Project Manager Review	4	\$150.00	\$600.00
			<b>\$5,820.00</b>
<b>P-610 Structural Concrete</b>			
Compressive Strength Tests (ASTM C-78)	20	\$20.00	\$400.00
Concrete Test Sets - Cylinders	10	\$100.00	\$1,000.00
Spare Cylinders	10	\$20.00	\$200.00
Trip Charge	5	\$125.00	\$625.00
Engineering Technician	20	\$80.00	\$1,600.00
Project Manager Review	2	\$150.00	\$300.00
			<b>\$4,125.00</b>
<b>TOTAL</b>			<b>\$12,890.00</b>

Testing is not a guarantee that all work and materials meet the contract requirements and does not does not relieve the Contractor of any of its responsibilities. The Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

**EXHIBIT D**  
**CLOSE OUT PHASE SERVICES**  
**Crete Municipal Airport 3-31-0022-017/018**

1.	<u>Direct Salary Costs</u>		Direct Salary	Total
		<u>Hours</u>	<u>Rate/Hour</u>	<u>Costs (\$)</u>
	<u>Title</u>			
	Principal / Team Leader	0.0	\$95.99	\$0.00
	Senior Engineer	6.0	\$79.56	\$477.36
	Project Engineer	1.0	\$65.00	\$65.00
	Design Manager	0.0	\$55.64	\$0.00
	Associate Engineer	12.0	\$46.80	\$561.60
	Assistant Engineer	8.0	\$41.29	\$330.30
	Registered Surveyor	0.0	\$60.68	\$0.00
	Senior Technician	34.0	\$36.61	\$1,244.67
	Associate Technician	0.0	\$32.76	\$0.00
	Clerical	6.0	\$34.06	<u>\$204.36</u>
			Total Direct Salary Costs:	\$2,883.30
2.	<u>Labor and General &amp; Administrative Overhead</u>			
	Percentage of Direct Salary Costs*	185.69%		\$5,353.99
3.	<u>Fixed Fee: 15% of Item 1 &amp; 2</u>			\$1,235.59
4.	<u>Direct Nonsalary Expenses</u>			
	Travel	0 Miles @	\$0.655	\$0.00
	Meals	0 Days @	\$59.00	\$0.00
	Motel	0 Days @	\$107.00	\$0.00
	Copies, Prints, Shipping			<u>\$320.00</u>
			Total Expenses:	\$320.00
5.	Subtotal of Items 1 - 4			\$9,792.88
6.	Subcontract costs			\$0.00
7.	Lump Sum Amount (Items 5 & 6)			\$9,792.88
			Rounded:	<u>\$9,800.00</u>

\* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

**EXHIBIT E  
ESTIMATE OF  
GEOTECHNICAL DESIGN COSTS  
Crete Municipal Airport 3-31-0022-017/018**

LABORATORY / DRILLING: Olsson, Inc., Lincoln, NE

<u>LIST ALL ANTICIPATED COSTS SERVICE OR TEST</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Cost</u>
<u>DRILLING INVESTIGATION</u>			
Mobilization (lump sum)	1	\$675.00	\$675.00
Drilling Cost (per lf)	50	\$29.00	\$1,450.00
Samples	16	\$35.75	\$572.00
Cores	1	\$65.00	\$65.00
Bore Hole & Core Hole Repairs	2	\$65.00	\$130.00
DCP	0	\$125.00	\$0.00
Per Diem (2 Individuals)	0	\$475.00	\$0.00
	SUBTOTAL		\$2,892.00

*A total of three (3) soil test borings will be performed. Two (2) to a depth of 20 feet and one (1) to a depth of 10 feet. Four (4) CBR points are included in this scope of work for pavement design.*

ANTICIPATED LABORATORY TEST

UNCONFINED COMPRESSIONS	7	\$45.00	\$315.00
DENSITY/MOISTURE	4	\$30.00	\$120.00
MOISTURE CONTENT ONLY	2	\$20.00	\$40.00
ATTERBERGS	2	\$95.00	\$190.00
STANDARD PROCTORS	1	\$170.00	\$170.00
SWELL/COLLAPSE TEST	1	\$250.00	\$250.00
CBR (1 POINT)	4	\$230.00	\$920.00
HYDROMETER	1	\$165.00	\$165.00
			\$2,170.00

SUBCONSULTANT LABORATORY ANALYSIS

Soil Corrosivity (Subconsultant)	1	\$90.00	\$90.00
			\$90.00

ENGINEERING & REPORT PREPARATION

Engineering (per Hour Average)	47	\$115.00	\$5,405.00
	SUBTOTAL		\$5,405.00

**TOTAL    \$10,557.00**

# FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

## PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS.....	3
CIVIL RIGHTS – GENERAL.....	3
CIVIL RIGHTS – TITLE VI ASSURANCES.....	3
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	6
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).....	6
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.....	6
RIGHT TO INVENTIONS.....	6
SEISMIC SAFETY.....	7
TAX DELINQUENCY AND FELONY CONVICTIONS.....	7
TRADE RESTRICTION CERTIFICATION.....	7
VETERAN’S PREFERENCE.....	8

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING.....	9
EQUAL EMPLOYMENT OPPORTUNITY (EEO).....	9
PROHIBITION OF SEGREGATED FACILITIES.....	10
TERMINATION OF CONTRACT.....	11

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

DEBARMENT AND SUSPENSION..... 12

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS..... 13

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES..... 14

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

CLEAN AIR AND WATER POLLUTION CONTROL..... 15

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

BREACH OF CONTRACT TERMS..... 15

DISADVANTAGED BUSINESS ENTERPRISE..... 15

## PROVISIONS APPLICABLE TO ALL CONTRACTS

### **ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.334  
2 CFR § 200.337  
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **CIVIL RIGHTS – TITLE VI ASSURANCES**

Reference: 49 USC § 47123  
FAA Order 1400.11

#### *Title VI Solicitation Notice*

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### *Title VI List of Pertinent Nondiscrimination Acts and Authorities*

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

*Nondiscrimination Requirements / Title VI Clauses for Compliance*

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **SEISMIC SAFETY**

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

## **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

### **DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR § 60-1.4  
41 CFR § 60-4.3  
Executive Order 11246

#### Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **PROHIBITION OF SEGREGATED FACILITIES**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## **TERMINATION OF CONTRACT**

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

### *Termination for Convenience (Professional Services)*

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### *Termination for Cause (Professional Services)*

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

#### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR Part 180 (Subpart B)  
2 CFR Part 200, Appendix II(H)  
2 CFR Part 1200  
DOT Order 4200.5  
Executive Orders 12549 and 12689

#### **Certification of Offeror/Bidder Regarding Debarment**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
2 CFR § 5.5(b)  
40 USC § 3702  
40 USC § 3704

#### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

#### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

#### Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 2 CFR Part 200, Appendix II(G)  
42 USC § 7401, et seq  
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

#### **Solicitation Language (Solicitations that include a Contract Goal)**

##### **Bid Information Submitted as a matter of *responsiveness*:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information submitted as a matter of bidder responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Prime Contracts (Contracts Covered by a DBE Program)**

**Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29)

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

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

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

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

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

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## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 14, 2025 between City of Crete, Nebraska ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

## **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

#### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict

liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### **7.16 Entire Agreement/Severability**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.



July 24, 2024

Attn: Mr. Mike Hodge  
Olsson, Inc.  
601 P Street  
Lincoln, NE 68508

RE: Overhead Expense Factor

Dear Mike,

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2023 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2023. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (Including Computer Expenses) – 185.69%

Total Fringe Benefits	\$ 43,402,275
Total General and Administrative Expenses	125,107,294
Computer Expenses	<u>19,377,923</u>
Subtotal	\$ 187,887,492
Less computer expenses already included in general and administrative expenses	( 4,668,246)
Subtotal	<u>183,219,246</u>
Divided by Direct Labor	÷ <u>98,669,818</u>
	\$ <u>1.8569</u>

In summary, for every \$1.00 of direct labor paid, there is \$1.86 in overhead expenses attributable to that labor.

Sincerely,

LUTZ & COMPANY, P.C.

Kyle Hofeldt  
Audit Director

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**LUTZ & COMPANY, PC**

13616 CALIFORNIA STREET, SUITE 300, OMAHA, NE 68154-5336 | 402.496.8800 | INFO@LUTZ.US | WWW.LUTZ.US

**APPROVALS.** It is understood and agreed that this Agreement and any amendments are subject to approval by NDOT and FAA before any state or federal funds are obligated.

**FEDERAL AND OLSSON'S GENERAL PROVISIONS.** The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

**EQUAL OPPORTUNITY EMPLOYER.** Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration.

OLSSON, INC.  
P.O. Box 84608  
Lincoln, NE 68501

  
\_\_\_\_\_

  
\_\_\_\_\_

Executed by Olsson on this 14th day of February, 2025.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF CRETE  
243 East 13<sup>th</sup> Street  
Crete, NE 68333

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
\_\_\_\_\_  
Title

Executed by the Sponsor on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

## ORDINANCE NO. 2236

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO BUILDING REGULATIONS; TO AMEND SECTION 9-1203 OF THE CRETE MUNICIPAL CODE; ALLOWING FOR POOLS .**

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

**Section 1.** That Chapter 9, Article 12, Section 9-1203 of the Crete Municipal Code be amended as follows:

### **9-1203 Swimming Pool And Spa Code; Amendments**

- (1) Section 101.1 shall be amended to read as follows: These regulations shall be known as the Swimming Pool and Spa Code of the City of Crete, hereinafter referred to as “this code”.
- (2) Section 103 shall be deleted in full.
- (3) Section 104.1 shall be amended to read as follows: The code official is hereby authorized and directed to enforce the provisions of this code.
- (4) Section 104.8 shall be deleted in full.
- (5) Section 105.6.2 shall be amended to read as follows: The fees for work shall be as determined by the City Council.
- (6) Section 105.6.3 shall be amended to read as follows: The code official shall authorize the refunding of fees on a sliding scale based on the amount of City review that has been provided. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.
- (7) Section 107.4 shall be amended to read as follows: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, or repair a pool or spa in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of an infraction punishable by a fine of not more than five hundred dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- (8) Section 107.5 shall be amended to read as follows: Upon notice from the code official, work on any system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner’s authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists. The code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction punishable by a fine of not more than five hundred dollars. Each day that a violation continues shall be deemed a separate offense.
- (9) Section 108 shall be deleted in full.
- (10) Section 305.1 shall be amended to read as follows: The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and where pools are equipped with a powered lockable safety cover complying with ASTM F1346, the areas where those pools, spas, or hot tubs are located shall not be required to comply with Sections 305.2 through 305.7.
- (11) Section 305.6 shall be amended to read as follows: In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along

the shoreline, and required barriers extend to and beyond the waters edge to a water depth of not less than 6 inches, a barrier is not required between the natural body of water shoreline and the pool or spa area.

**Section 2.** That the changes specified in the above section shall be codified as part of the Crete Municipal Code as stated herein.

**Section 3.** All ordinances and parts of ordinances in conflict herewith are hereby repealed and that any partial repeal shall not affect the other parts of ordinances or codified sections 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.** 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 \_\_\_\_ day of March 2025.

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Mayor

ATTEST:

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City Clerk

Seal

## ORDINANCE NO. 2237

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO PLANNING AND ZONING; TO AMEND SECTION 11-303 OF THE CRETE MUNICIPAL CODE; TO AMEND TO REQUIRE ALL SUBDIVISIONS RECEIVE APPROVAL, REGARDLESS OF SIZE OF THE PROPERTY.**

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

**Section 1.** That Chapter 11, Article 3, Section 11-303 of the Crete Municipal Code be amended as follows:

### **11-303 Applicability**

- (1) Any plat hereafter made for each subdivision or part thereof lying within the jurisdiction of this Article shall be prepared for approval and recorded as herein prescribed. The regulations contained herein shall apply to the subdivision of a lot, tract, or parcel of land into two or more lots, tracts, or other division of land for the purpose of sale or development, whether immediate or future, including the resubdivision or replatting of land or lots, ~~except that the division of land when the smallest parcel created is more than ten acres in area shall be exempt from these regulations.~~ Further, the regulations set forth by this Article shall be minimum regulations which shall apply uniformly throughout the jurisdiction of this Article except as hereafter provided.
- (2) Each separate principal use or building within the jurisdiction of this Article shall be situated on a separate and single subdivided lot of record unless otherwise provided in the zoning ordinances of the City of Crete, Nebraska.
- (3) No subdivision of land shall be permitted within the jurisdiction of this Article unless a plat is approved in accordance with the provisions of this Article. Further, no lot in a subdivision may be sold, transferred, or negotiated to sell; no permit to erect, alter or repair any building upon land in a subdivision may be issued; and, no building may be erected in a subdivision unless a final plat has been approved by the City Council and recorded with the Saline County Register of Deeds.
- (4) These regulations shall not apply to the following:
  - ~~a. To a subdivision of land whereby the smallest parcel created or remaining is more than ten acres.~~
  - b. (a). The subdivision of burial lots in cemeteries.
  - c. (b). A change in the boundary between adjoining lands which does not create an additional lot or results in a non-conformity of an existing lot.

**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 \_\_\_\_ day of March 2025.

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Mayor

ATTEST:

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City Clerk

Seal

## **ORDINANCE NO. 2238**

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE VACATION OF STREETS OR ALLEYS; VACATE THE NORTH 34 FEET OF TWENTY FIRST STREET WEST OF OAK AVENUE ABUTTING LOT 6, BLOCK 55, ORIGINAL TOWN, 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:

The North 34 feet of Twenty First Street West of Oak Avenue, Abutting Lot 6, Block 55, Original Town, Crete, Saline County, Nebraska.

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

**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 4<sup>th</sup> day of March, 2025.

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Mayor

ATTEST:

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City Clerk

## **ORDINANCE NO. 2239**

**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:

**The North 34 feet of Twenty First Street West of Oak Avenue, Abutting Lot 6, Block 55, Original Town, Crete, Saline County, Nebraska.**

**Section 2.** That the sale of said real estate shall be to Hernandez Holdings, LLC for an amount not less than Four Thousand One Hundred Forty-Eight Dollars (\$4,148.00) and the agreement to start development of the property within one year of this purchase.

**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 4<sup>th</sup> day of March 2025.

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Mayor

ATTEST:

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City Clerk



**Matt Louiselle**  
**CONSTRUCTION, TRANSPORTATION, AND ENVIRONMENTAL SERVICES DIVISION**  
**(612) 599-8858**

TO: Jarid Davis  
 Armor Equipment

FROM: Matt Louiselle  
 Vice President/Sales Representative

DATE: 3/3/2025

RE: Tax Exempt Municipal Lease Quote **City of Crete (NE)**

EQUIPMENT: One (1) New Tymco 435 Street Sweeper

EQUIPMENT COST: \$220,971.00

COMMENCEMENT: To be determined

STRUCTURE: Municipal Lease Purchase

DOCUMENTATION FEE: \$595.00 billed with first payment

PURCHASE OPTION: \$1.00

PAYMENT MODE: Annual

**First Payment Due Thirty (30) Days After Commencement**

Term	Three (3) Years	Five (5) Years	Seven (7) Years
Interest Rate	5.75%	5.80%	5.85%
Payments	3 @ \$78,295.00	5 @ \$49,690.00	7 @ \$37,535.00

**First Payment Due One (1) Year After Commencement**

Term	Three (3) Years	Five (5) Years	Seven (7) Years
Interest Rate	5.75%	5.80%	5.85%
Payments	3 @ \$82,290.00	5 @ \$52,175.00	7 @ \$39,375.00

**The above rates and payments will be valid for leases funded within thirty (30) days of this quotation** and are subject to credit approval.

Thank you for the opportunity to provide this information. If you have any questions, please feel free to contact Matt Louiselle @ (612) 599-8858 ([matt.d.louiselle@huntington.com](mailto:matt.d.louiselle@huntington.com)).

**Sourcewell Quote Form v2.0A - Sourcewell Contract #111522-TYM**  
**Feb. 2, 2023 - Feb. 3, 2027**



Customer / Sourcewell Member:	City of Crete, NE
Sourcewell Member #:	101813
Customer Contact Name:	Dillon Aksamit
Customer Phone #:	402.415.2826
Customer E-Mail:	dillon.aksamit@crete.ne.gov
Quote Date:	2/27/2025
Quote Validity:	30 Days
Quoted By:	Kaye Morgan
TYMCO Dealer:	Armor - North
TYMCO Dealer Contact:	Jarid Davis

**Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan**  
**(kaye.morgan@tymco.com | 254-799-5546).**  
**Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days**

**MODEL 435® SWEEPER STANDARD EQUIPMENT**

**Auxiliary Engine:** Kubota V2403-CR-TE48 Final Tier-4 turbocharged diesel liquid cooled; 4 cyl.; 148.5 CID; 56 HP @ 2100 RPM; Torque: 140 ft. lbs. @ 2100 RPM; includes fuel/water separator, Donaldson PowerCore® air filter with pre-cleaner. Includes Kubota Standard Warranty coverage 2 Years / 2000 Hours, contact factory for details.

**Abrasion Protection Package:** Standard hopper screen; separator liner; pick-up head suction nozzle liner and pressure wear pads; heavy duty pressure and suction hoses.

**Auxiliary Engine Protection System:** Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature, low coolant level or low oil pressure.

**Auxiliary Fuse Panel:** A +12VDC fused power source panel for any needed additional electrical components or accessories i.e. radios, warning lights, controls, etc.

**Back-Up Alarm:** ECCO Model 510; SAE Type C 97dB

**BlueLogic® Control System:** Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, pick-up head, blower, gutter brooms and water pump if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders,

**Duo Skids:** Warranted for 2 Years / 2000 hours prorated

**Dust Control System:** 150 gallon capacity translucent polyethylene water tank; 5 gpm electric diaphragm type pump; low water warning/indicator; spray nozzles at gutter broom and spray nozzle inside hopper, individually controlled; flexible 20-foot long water fill hose with 2-1/2" quick disconnect coupling; 3/4" garden hose fill connection. 150 Gallon Capacity only available on Conventional Truck Package & Isuzu NQR 150" wheel base trucks

**Dust Separator Cleanout Plug Extension Handle**

**Gutter Broom, Left; LED Floodlight and Parabolic Mirror:** Left side mounted 36" diameter steel vertical digger type; 10.5" parabolic mirror.

**Hopper Drip-Edge Extension:** Rubber belting extends horizontal reach 7".

**Hopper Door Opening:** Dimension 77-1/4" X 70", screen lifts with door.

**Hopper Inspection Door**

**Hopper Safety Prop:** Integral with frame and hopper.

**Hydraulic System Filter Restriction Indicator:** External; mounted in filter manifold.

**Hydraulic Tank Sight/Temperature Gauge:** External; mounted on tank.

**LED Alternating Warning Light Set:** Rear mounted oval lights (2).

**LED Stop/Turn/Tail/Clearance Lights**

**Pressure Bleeder:** Air pressure deflected out, allowing additional suction across front of pick-up head. Cable operated.

**Rear Bumper Pads**

**Rear Mounted LED Floodlight (1)**

**Rear Storage Compartments:** Two rear storage compartments with a total 26.6 cubic foot capacity.

**Rubber Lined Blower:** Warranty: 1 Year / 1,000 Hours Prorated

**435 Storage Compartment:** A modular design multi-chamber compartment with a combined 55 cubic foot protected storage capacity, accessible from left or right hand side through large gull wing doors; auxiliary engine and blower area is easily accessed through swing away side access panels.

**Sweeper Warranty:** 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model 435® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
435000	1	Model 435® Sweeper with Standard Equipment (Base Price)	\$114,317.00	\$108,601.00
1	<b>AUXILIARY ENGINE   HYDRAULIC OPTIONS:</b>			
435053	1	Auxiliary Hydraulic System	\$1,232.00	\$1,170.00
2	<b>GUTTER BROOM OPTIONS:</b>			
435013	1	Gutter Broom, Twin; LED Floodlights & Parabolic Mirrors	\$3,032.00	\$2,880.00
435069	1	Gutter Broom Drop Down: Right *Not Available w/ 132.5" Wheel Base Trucks: NPR-XD, NQR	\$900.00	\$855.00

Section / Type	Qty	Model 435® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
435069	1	Gutter Broom Drop Down: Left *Not Available w/ 132.5" Wheel Base Trucks: NPR-XD, NQR	\$900.00	\$855.00
435093	1	Gutter Broom Tilt Adjuster: Right	\$900.00	\$855.00
435093	1	Gutter Broom Tilt Adjuster: Left	\$900.00	\$855.00
435070	1	Gutter Broom Variable Speed: Right and Left	\$853.00	\$810.00
<b>3</b>	<b>DUST CONTROL SYSTEM OPTIONS:</b>			
Unpublished	1	Additional Left Gutter Broom Nozzle	\$422.00	\$400.00
Unpublished	1	Additional Right Gutter Broom Nozzle	\$422.00	\$400.00
435005	1	Hi/Low Pressure Wash Down System	\$1,895.00	\$1,800.00
435087	1	Low Emissions Package *South Coast AQMD Rule 1186 Compliant	\$711.00	\$675.00
Unpublished	1	Shop Air Purge	\$422.00	\$400.00
<b>4</b>	<b>HOPPER OPTIONS:</b>			
435084	1	Dump Switch in Cab	\$237.00	\$225.00
435088	1	Hopper "Up" Alarm	\$237.00	\$225.00
Unpublished	1	Hopper Vibrator - Electric	\$2,369.00	\$2,250.00
<b>5</b>	<b>PICK-UP HEAD OPTIONS:</b>			
435085	1	Linear Actuator w/Gauge - Pressure Bleeder	\$522.00	\$495.00
435063	1	Pick-Up Head Curtain Lifter	\$1,706.00	\$1,620.00
Unpublished	1	Pick-Up Head Pressure Inlet Water Injection System	\$1,895.00	\$1,800.00
Unpublished	1	Removable Front Curtain Set	\$264.00	\$250.00
Unpublished	1	Skid Bumper Extension Set (3")	\$264.00	\$250.00
<b>6</b>	<b>AUXILIARY HAND HOSE OPTIONS:</b>			
<b>7</b>	<b>STAINLESS STEEL OPTIONS:</b>			
435097	1	Stainless Steel Hopper (Exchange)	\$11,085.00	\$10,530.00
Unpublished	1	Stainless Steel Auxiliary Hand Hose	\$1,264.00	\$1,200.00
Unpublished	1	Stainless Steel Blower Housing (Exchange)	\$1,579.00	\$1,500.00
Unpublished	1	Stainless Steel Dust Separator (Exchange)	\$1,790.00	\$1,700.00
Unpublished	1	Stainless Steel Hopper Drain System	\$895.00	\$850.00
<b>8</b>	<b>CONVENTIONAL TRUCK OPTION:</b>			
<b>9</b>	<b>SWEEPER ADDITIONAL OPTIONS:</b>			
Unpublished	1	CurbView™ Camera System: Right Side Gutter Broom View	\$6,316.00	\$6,000.00
Unpublished	1	CurbView™ Pick-Up Head Camera (Additional)	\$1,053.00	\$1,000.00
Unpublished	1	Floodlight - LED (Additional): Price per Each	\$211.00	\$200.00
		<i>Location: Pick-Up Head - Right</i>		
Unpublished	1	Sweeper Paint: TYMCO Standard White	\$0.00	\$0.00
<b>10</b>	<b>UNPUBLISHED   SPECIAL SWEEPER OPTIONS:</b>			
Unpublished	1	Remote Grease Zerk - Separator Inner Bearing	\$422.00	\$400.00
Unpublished	1	Auto Sweep Assist (ASA)	\$2,632.00	\$2,500.00
Unpublished	1	Surcharge - Base Sweeper Unit	\$2,635.00	\$2,500.00
Section / Type	Qty	Model 435® Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
<b>11</b>	<b>CAB   CHASSIS:</b>			
435703	1	2024 Isuzu NQR, 17,950 lb. GVWR, 150" WB, Diesel *Incl. Mechanical Seat & Power Mirrors	\$74,970.00	\$74,970.00
<b>12</b>	<b>CHASSIS ADDITIONAL OPTIONS:</b>			
Unpublished	1	LED Alternating Warning Light Set: Front Bumper (Isuzu Only)	\$450.00	\$450.00
Unpublished	1	LED Amber Traffic Directing Light: Rear Mounted	\$800.00	\$800.00
Unpublished	2	Parabolic Mirror Head: 12" (Exchange)	\$75.00	\$150.00
Unpublished	1	Truck Paint: Standard Factory White	\$0.00	\$0.00
<b>13</b>	<b>UNPUBLISHED   SPECIAL CHASSIS OPTIONS:</b>			
Unpublished	1	Battery Disconnect Switch	\$450.00	\$450.00
<b>14</b>	<b>DEALER UNPUBLISHED OPTIONS:</b>			
<b>15</b>	<b>TOTAL COST OF ACQUISITION COSTS</b>			
	1	Freight / PDI / Inservice	\$5,600.00	\$5,600.00
	1	TYMCO Factory Training School, Waco, TX for 2 people	\$0.00	\$0.00

Section / Type	Qty	Model 435® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
	1	Trade-In: Pelican Sweeper	-\$17,500.00	-\$17,500.00

**Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan  
(kaye.morgan@tymco.com | 254-799-5546).**

**Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days**

Total Price:	\$220,971.00
FOB:	Crete, NE
Delivery ARO:	90-150 Days

*\*Pricing Details: TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 10). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 11 – 15) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.*

Notes 1. NOTE: Delivery Subject to Truck Availability.



## Municipal Lease / Purchase Quote

**Quote Date**    February 27, 2025

### Dealer Information

Dealer No.: 782900	Phone No.: 515-276-3352
Name: Armor Equipment - North	Fax No.: 515-276-2976
Address: 5105 NW Beaver Dr.	State: IA
City: Johnston	Zip Code: 50131
Contact: Jarid Davis	

### Lessee Information

Name: City of Crete	Phone No.: 402-826-4312
Address: 243 East 13th St	Fax No.:
City: Crete	State: NE
Contact: Dillon Aksamit	Zip Code: 68333
Title:	
Email: <a href="mailto:dillon.aksamit@crete.ne.gov">dillon.aksamit@crete.ne.gov</a>	

### Equipment Information

Quantity: 1  
 Model: 435 S.S.  
 Chassis: 2024 Isuzu NQR  
 Sourcewell Contract #111522-TYM pricing

### Lease / Purchase Information

Purchase Price:	\$ 220,971.00
State Sales Tax % (if any):	_____ (State sales tax not included unless shown)
Total Amount:	\$ 220,971.00
Down Payment:	\$ -
Amount Financed:	\$ 220,971.00

	4 Year	5 Year	6 Year
Amount Financed:	\$ 220,971.00	\$ 220,971.00	\$ 220,971.00
Annual Percentage Rate:	4.50%	4.60%	4.70%
Number of Annual Payments:	4	5	6
Advance Payment:	\$ 58,941.88	\$ 48,255.92	\$ 41,182.77
Annual Payment:	\$ 58,941.88	\$ 48,255.92	\$ 41,182.77
Total Finance Charge:	\$ 14,796.52	\$ 20,308.60	\$ 26,125.62
Total Payments:	\$ 235,767.52	\$ 241,279.60	\$ 247,096.62

This quote is provided as a budgetary proposal. Actual financing is based on approved credit and acceptance of TYMCO's lease/purchase documents. Rates are subject to change. First payment is due on delivery of the sweeper and annually thereafter. No lease document fees and no prepayment penalties. This quote is nonbinding until the lease is signed by both parties.

Quote valid for 30 days from the quote date listed above.

**RESOLUTION NO. 2025-02**

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AUTHORIZING THE MAYOR TO SIGN THE STATIC DISPLAY LOAN AGREEMENT WITH THE NATIONAL MUSEUM OF THE UNITED STATES AIRFORCE

WHEREAS, the City of Crete (“City”), a municipal corporation, holds property owned by the National Museum of the United States Airforce for static display at Crete Municipal Airport; and

WHEREAS, the City of Crete, Nebraska must periodically sign a loan agreement to keep the property on display.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRETE, NEBRASKA:

That the Mayor, David Bauer, be authorized to sign the 2024-2019 Static Display Loan Agreement with the National Museum of the United States Air Force.

PASSED AND APPROVED this 4<sup>rd</sup> day of March, 2025.

---

Mayor

ATTEST:

---

City Clerk

**RESOLUTION NO. 2025-03**

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-0022-017/18-2025 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of Crete, Nebraska, that:

1. The City of Crete shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0022-017/18-2025 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of Crete is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Crete, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

PASSED AND APPROVED this 4<sup>rd</sup> day of March, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Resolution No. \_\_\_\_\_

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF CRETE, NEBRASKA, SPONSOR OF CRETE MUNICIPAL AIRPORT, HELD ON \_\_\_\_\_, 2025.

The following resolution was introduced by \_\_\_\_\_, read in full, seconded by \_\_\_\_\_ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-0022-017/18-2025 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of Crete, Nebraska, that:

1. The City of Crete shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0022-017/18-2025 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of Crete is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Crete, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, \_\_\_\_ voted yea, and \_\_\_\_ voted nay, and the resolution therefore was declared passed and approved on \_\_\_\_\_, 2025.

ATTEST: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

# AGENCY AGREEMENT

## Project No. 3-31-0022-017/018-2025 (B05)

This is an agreement between the City of Crete, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Crete Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

**FIRST:** If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

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

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
  
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

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

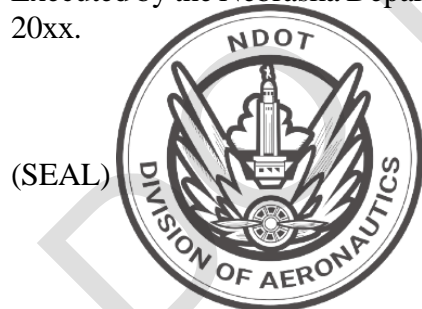
"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

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

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this xx day of xxxx 20xx.



DO NOT SIGN

Director

Executed by the Airport Sponsor this xx day of xxxxxxxx, 20xx.

DO NOT SIGN

Clerk

DO NOT SIGN

Mayor

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.  
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.  
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

\* Employees in these positions receive time and one half for time worked over 40 hours per week.

B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

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 \_\_\_\_\_ Phone \_\_\_\_\_

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 City 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 City 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 a properly certified 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.

No third party shall work on site without prior written consent of the City and providing proof of insurance.

#### **§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 seven (7) calendar days following deposit in the mail. Tenant may elect to receive additional notification via email but shall respond to the email to indicate receipt of the notice.

### **§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.

<b>CITY OF CRETE</b>	<b>LESSEE</b>
<b>By:</b> _____ <b>(Authorized Official)</b>	<b>By:</b> _____ <b>(Authorized Official)</b>
_____ <b>(Typed or Printed Name/Title)</b>	_____ <b>(Typed or Printed Name/Title)</b>
_____ <b>(Date)</b>	_____ <b>(Date)</b>

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 \_\_\_\_\_ Phone \_\_\_\_\_

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 seven (7) calendar days following deposit in the mail. Tenant may elect to receive additional notification via email but shall respond to the email to indicate receipt of the notice.

#### **§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.

<b>CITY OF CRETE</b>	<b>LESSEE</b>
<b>By:</b> _____ <b>(Authorized Official)</b>	<b>By:</b> _____ <b>(Authorized Official)</b>
_____ <b>(Typed or Printed Name/Title)</b>	_____ <b>(Typed or Printed Name/Title)</b>
_____ <b>(Date)</b>	_____ <b>(Date)</b>



**CRETE MUNICIPAL AIRPORT  
RULES AND REGULATIONS**

**CRETE MUNICIPAL AIRPORT  
RULES AND REGULATIONS**

**Table of Contents**

<b>1. GENERAL</b> .....	4
a. FAA INFORMATION .....	4
b. APPLICABILITY.....	4
c. DISSEMINATION AND COMPLIANCE.....	4
d. INSTRUCTIONS FROM AIRPORT MANAGER .....	4
e. REFUSAL TO COMPLY .....	4
f. NON-LIABILITY OF THE CITY.....	4
<b>2. USE OF AIRPORT AND OPERATION OF AIRCRAFT</b> .....	5
a. USE OF AIRPORT .....	5
b. LOITERING/TRESPASSING .....	5
c. CONTROL/SAFETY DEVICES.....	5
d. OPERATION OF AIRCRAFT.....	5
e. INSTRUCTOR AND STUDENT RESPONSIBILITIES .....	5
f. MODEL AIRCRAFT/DRONES/ROCKETS.....	5
<b>3. REPORTING; ACCIDENTS OR INCIDENTS</b> .....	5
<b>4. WEAPONS; HUNTING/SHOOTING</b> .....	6
a. FIREARMS.....	6
b. HUNTING/SHOOTING .....	6
<b>5. AIRCRAFT OPERATIONS</b> .....	6
a. STARTING OR RUNNING OF AIRCRAFT ENGINES .....	6
b. SECURING AIRCRAFT .....	6
c. TAXIING INTO OR OUT OF HANGARS.....	6
d. HELICOPTERS .....	6
e. DISABLED AIRCRAFT.....	6
f. PARKED AIRCRAFT.....	7
<b>6. VEHICLE OPERATIONS</b> .....	7
a. INGRESS AND EGRESS .....	7
b. SPEED LIMIT .....	7
c. RIGHT-OF-WAY .....	7
d. REPAIR OF MOTOR VEHICLES.....	7
e. REMOVAL.....	7
f. PARKING.....	7
<b>7. HANGAR USE</b> .....	7
<b>8. T-HANGAR LEASE</b> .....	8
a. LESSEE AGREEMENT.....	8
b. PERMITTED ACTIVITIES.....	8
c. PROHIBITED ACTIVITIES.....	8
<b>9. HANGAR MAINTENANCE</b> .....	9
a. MAINTENANCE AND DAMAGES .....	9
b. SNOW/ICE REMOVAL BY CITY .....	9
c. SNOW/ICE REMOVAL BY LESSEES.....	10
<b>10. COMMERCIAL OPERATIONS; SOLICITING</b> .....	10
a. PERMISSION .....	10
b. FACILITY REQUIREMENTS .....	10

**CRETE MUNICIPAL AIRPORT  
RULES AND REGULATIONS**

c. USE OF HAZARDOUS/FLAMMABLE/COMBUSTIBLE MATERIALS .....	10
d. HANGAR LESSEES .....	10
e. COMMERCIAL FLIGHT INSTRUCTION.....	10
f. FLYING CLUBS.....	10
g. SOLICITING .....	11
h. INSURANCE .....	11
<b>11. SAFETY EQUIPMENT.....</b>	<b>11</b>
a. FIRE EXTINGUISHERS .....	11
b. FIRST AID KITS.....	11
c. OTHER.....	11
<b>12. RUBBISH; DEBRIS; STORAGE.....</b>	<b>11</b>
<b>13. HANGAR REMODELING, MODIFICATION, REPAIRS, IMPROVEMENTS .....</b>	<b>11</b>
a. REPORTING OF DAMAGE/MODIFICATION REQUESTS.....	11
b. REPAIRS/IMPROVEMENTS.....	11
c. RESTORE PREMISES .....	11
<b>14. HAZARDOUS MATERIALS HANDLING.....</b>	<b>12</b>
a. GENERAL CLEANLINESS .....	12
b. STORAGE .....	12
c. STORAGE LIMITS – T-HANGARS .....	12
d. STORAGE LIMITS – COMMERCIAL OPERATIONS.....	12
e. DISPOSAL .....	12
f. MSDA SHEETS.....	12
g. SPILL KITS.....	12
h. SPILL CLEANUP.....	12
i. SPILL REPORTING .....	13
j. LIABILITY.....	13
<b>15. AVIATION FUELING OPERATIONS AND HANDLING .....</b>	<b>13</b>
a. PERMISSION .....	13
b. TRAINED OPERATOR.....	13
c. TRAINING.....	13
d. FUELING .....	14
e. HAULING/PORTABLE FUEL TANKS .....	14
f. CONTAINERS.....	14
g. SPARK/IGNITION .....	14
h. CARE AND CAUTION.....	14
i. SPILLAGE AND SPILL KITS.....	14
j. AVIATION GASOLINE PROHIBITED IN MOTOR VEHICLES .....	14
k. CONFORMANCE WITH REGULATIONS.....	14
<b>16. INSPECTION.....</b>	<b>15</b>
<b>17. SURRENDER OF PREMISES.....</b>	<b>15</b>
<b>18. APPEAL PROCESS .....</b>	<b>15</b>
<b>AGREEMENT AND SIGNATURE.....</b>	<b>15</b>
<b>DEFINITIONS .....</b>	<b>16</b>

## **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  
RULES AND REGULATIONS**

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  
RULES AND REGULATIONS**

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.