

**Airport Advisory Board Meeting**  
**Thursday, March 12, 2026 8:15 AM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

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

**2. Roll Call**

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

**3. Items of Business**

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.

3.A. February 12th, 2026 Airport Advisory Board Minutes

3.B. Consider the National Museum of The U.S. Air Force Inventory Report

3.C. Consider the Beacon Quotes

3.D. AirMethods Hangar Agreement

**4. Petitions - Communications - Resident Concerns**

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

**5. Officers' Reports**

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

5.A. Airport Manager Report

5.A.1. Fuel Sales

**6. Adjournment**

**Disclaimers & Notices**

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.

- The complete agenda with attachments is available at [www.crete.ne.gov](http://www.crete.ne.gov).



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## CRETE AIRPORT ADVISORY BOARD MEETING

February 12<sup>th</sup>, 2026 at 8:15 AM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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

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

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

#### 1. Open Meeting

#### 2. Roll Call

Greg Hier: Present  
Kirk Keller: Present  
James Dux: Absent  
Howard Nitzel: Present  
Blaine Spanjer: Present  
Present: 4 Absent: 1

Also present: City Administrator Tom Ourada, City Attorney Anna Burge, Airport Manager Samantha Haack, IT Director Mike Kalkwarf, City Clerk Nancy Tellez, Finance Director Wendy Thomas and there were also multiple visitors from the Electric Department.

#### 3. Items of Business

##### 3.A. January 8th, 2026 Airport Advisory Board Meeting Minutes

Greg Hier motioned to approve the January 8th, 2026 minutes and Kirk Keller seconded the motion.

Howard Nitzel: Aye, Blaine Spanjer: Aye, Greg Hier: Aye, Kirk Keller: Aye

### **3.B. Airport Project and Engineer recommendation**

Chris Corr Lead Engineer with Olsson explained that there is still no idea officially with grants but are closer now that the budget has been passed and got through legal. Thinking June or July time frame but no official answer. Corr explained that with the bidding process there is 90 day hold period. The key there is executing the contract within the 90 days. The recommendation is don't execute the contract until you know the grant funds are available. The key is to not issue the notice to proceed until the funds are available.

There was discussion on getting a notice in the paper before contractors start filling up. City Administrator Tom Ourada stated that this could be an agenda item at the next City Council meeting. Once the City Council approves the notice then it can be sent to Crete News to be published.

Corr explained that Federal Aviation Administration comments included a recommendation to remove a small portion of pavement and to update some things on the Airport Improvement Plan. Corr explained that there was a pre-design meeting and discussed how funding works and it has been a 90 10 grant. For FY2025-2026 it will be 95% and 2027 it will also be 95%. It will be 95% across the whole grant. Corr also explained the federal provisions that have come up with Buy American and with Disadvantaged Business Enterprise. City Administrator Tom Ourada explained there is discussion with the gas company on running gas over to the airport.

Kirk Keller motioned to recommend to the City Council the Engineer recommendation and Howard Nitzel seconded the motion.

Howard Nitzel: Aye, Blaine Spanjer: Aye, Greg Hier: Aye, Kirk Keller: Aye

Howard Nizel asked optional doors. Corr explained that would be a possibility but there would be additional costs and they would not be covered by the grant.

## **4. Petitions - Communications - Resident Concerns**

## **5. Officers' Reports**

### **5.A. Airport Manager Report**

Airport Manager Samantha Haack stated that she will be starting hangar inspections this week.

City Administrator Tom Ourada stated that the way they have been pricing fuel works but they will be adjusting it.

Haack is getting bids for the beacon and Corr mentioned keeping Davey Jones updated with the beacon project.

## **6. Adjournment**

The meeting adjourned at 8:41 a.m.



DEPARTMENT OF THE AIR FORCE  
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE™  
1 100 SPAATZ STREET  
WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433-7102

26 February 2026

CITY OF CRETE (SDA0195)  
SDA0195  
HONORABLE DAVID BAUER  
241 E 13TH ST  
CRETE NE 68333-2238

I am writing to you today to offer my sincerest apologies for an administrative error in our recent communication. I mistakenly sent you an incorrect document concerning the items your organization has on loan from the National Museum of the United States Air Force (NMUSAF).

Please disregard the previous package and instead complete and return the correct enclosed 2026 loan inventory certification package by **01 June 2026**.

As you know, organizations are required to perform a 100% inventory of all loaned Department of the Air Force historical property every year. This inventory fulfills a Department of Defense requirement to ensure each item is properly used, maintained, and protected according to the loan agreement.

To complete your annual inventory package, please review the attached documents and provide the following:

1. Inventory Certification: Conduct a physical inspection of each loaned item; note any discrepancies (e.g., additions, shortages, damage) directly on the attached certification statement; sign and date the completed statement.
2. Point of Contact (POC) Sheet: Review the attached POC sheet and handwrite any necessary updates to each section in the respective "change" block. For the Primary POC Email Address, please consider changing this to organizational email address or adding an additional organizational email address.

The completed inventory certification package should be scanned and emailed to NMUSAF.MUC.StaticDisplay@us.af.mil or sent by postal mail to:

NATIONAL MUSEUM OF THE USAF/MUC  
ATTN: STATIC DISPLAY PROGRAM  
1100 SPAATZ ST  
WRIGHT-PATTERSON AFB OH 45433-7102

I deeply regret this mistake and any confusion or inconvenience it may have caused. I am personally reviewing my procedures to ensure this does not happen again. We appreciate your cooperation in our shared effort to preserve Air Force and Space Force history and heritage. Please contact us at the email above with any questions.

Sincerely,

*Mark J. Wertheimer*

MARK J. WERTHEIMER  
Curator  
Community Static Display Program Administrator

Attachments:

1. Inventory Report
2. Point of Contact Information Sheet

National Museum of the United States Air Force™

Loan Account Point of Contact

2026

Loan Account Number SDA0195

City/Organization Name **CITY OF CRETE**

Mailing Address

241 E 13TH ST

City CRETE

State NE

Zip Code 68333-2238

Change:

Historical Property Custodian HONORABLE DAVID BAUER

Title MAYOR OF CRETE

Change:

Primary Point of Contact (POC) HONORABLE DAVID BAUER

Title MAYOR

Change:

Primary POC Phone Numbers 402-826-4314  
402-826-4315

Change:

Primary POC Email Address TOM.OURADA@CRETE.NE.GOV

Change:

Check here if changes have been made to POC sheet

Changes have been updated in database *(National Museum use only)*

**NATIONAL MUSEUM OF THE U.S. AIR FORCE  
INVENTORY REPORT  
RCS: HAF-HO(A) 8801**

Loan Account Number: SDA0195

10-Dec-25

<b>Catalog Number</b>	<b>Nomenclature</b>	<b>Field Site Location</b>	<b>Value</b>
SD-2000-0199	AIRCRAFT, F-86D, 52-3735	Airport	\$10,000.00

**I certify the property listed is being used for approved purposes, is being maintained and protected according to the loan agreement, and that the borrowing organization still desires to retain the property.1  
I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.**

**Signature:**

\_\_\_\_\_  
(Historical Property Custodian)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease"), is made and entered into this \_\_\_\_ day of March, 2026 ("Effective Date"), by and between **City of Crete, Nebraska**, having its principal place of business at PO Box 86, Crete, NE 68333-0086 ("Landlord"), and **Air Methods, LLC**, a Delaware limited liability company, having its principal place of business at 5500 S Quebec St., Ste 300, Greenwood Village, CO 80111, ("Tenant") (with the "Landlord" and "Tenant" constituting the "Parties" and each, "Party").

**WHEREAS**, Landlord currently owns and operates the Crete Municipal Airport located in Crete, Nebraska; and,

**WHEREAS**, Landlord and Tenant deem it advantageous to lease the Premises, consisting of approximately 10,000 square feet, with certain rights, privileges and uses described herein as necessary to conduct Tenant's business.

**NOW THEREFORE**, Landlord and Tenant, for and in consideration of the rents, covenants and mutual agreements hereinafter contained, the receipt and adequacy of which is hereby acknowledged, do hereby covenant and agree as follows:

1. **Leased Premises.** Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, (i) one (1) 60'x80' hangar (the "Hangar"), approximately 4,800 square feet; (ii) two (2) 10'x11' offices (the "Offices"); and (iii) one (1) 25'x11' parts room (the "Parts Room"); all located at 2429 County Road F, Crete, NE 68333 (collectively, "Premises"), more particularly described in the floor map attached hereto as Exhibit "A" and incorporated herein by reference. Tenant is entitled to the exclusive use of the Offices and the Parts Room.

2. **Term.** The term of this Lease shall be for a term of three (3) years ("Term"), commencing on the Effective Date and ending on December 31, 2028. Thereafter, Tenant will have the option to renew this Lease for one three (3) year term ("Renewal Term"). Tenant shall give notice to Landlord of its intent to exercise the renewal option at least ninety (90) days prior to the expiration of the Term or any Renewal Terms. Either Party may terminate this Lease without cause, upon one hundred eighty (180) days prior written notice to the other Party.

3. **Use.** Tenant's use and occupancy of the Premises shall be for the purpose of operating an air ambulance service, office space related to the operation, and other uses which are necessary for such operation and which are not excluded by this Lease. Tenant shall not commit an act or omission on the Premises which would be in violation of any statute, regulation or ordinance of any governmental body, quasi-governmental body and regulatory body having jurisdiction over the Premises or the activities conducted thereon.

4. **Rent and Payment Terms.**

a. **Rent.** Tenant shall pay monthly rent to Landlord in the amount of One Thousand Six Hundred Twenty 00/100 Dollars (\$1,620.00) per month for the use of the Premises ("Rent"). Such Rent shall be inclusive of any and all applicable federal, state and local taxes for which Landlord may be liable as a result of this Lease. On January 1 of each year, starting January 1, 2027, rent shall increase by 3%

b. **Payment Terms.** All Rent payments shall be sent by check to the

following address: City of Crete, Nebraska, PO Box 86, Crete, NE 68333. Rent shall be paid in advance of the first (1<sup>st</sup>) day of each month, and shall not be considered delinquent if received by the tenth (10<sup>th</sup>) day of the month. Tenant agrees to pay a late charge of five percent (5%) as additional Rent for each payment due hereunder that is more than ten (10) days delinquent. In the event that the Effective Date falls on a day other than the first (1<sup>st</sup>) of the month, the Rent due for the first month, payable on the Effective Date, shall be pro-rated. The Parties represent that in entering into this Lease, they have bargained at arm's length, that the amounts paid as Rent by the Tenant to the Landlord are fair market value taking into account the geographic location and facts and circumstances of the market and that this Lease is entered into in furtherance of the purpose of operating an air ambulance service.

5. **Security Deposit.** Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) ("Security Deposit"), which shall be held by Landlord, without obligation for interest or segregation, as security for performance of Tenant's covenants and obligations under this Lease. Upon occurrence of any default by Tenant, Landlord may use such fund to make good any Rent arrearage or any other damage, injury, expense or liability caused by such default. Any remaining balance of such Security Deposit shall be returned by Landlord to Tenant no later than thirty (30) days from the date of termination of this Lease.

6. **Inspections.** Landlord and the Tenant shall complete, sign and date inspection reports at the beginning and at the end of this tenancy, for the purpose of ascertaining any damage for which Tenant is responsible.

7. **Utilities.** Tenant shall pay all fees associated with use of water, gas, electricity, sewer/septic, telephone, cable/internet and any other public utilities furnished to the Premises. In the event that a certain public utility is necessary but not available on the Premises, Landlord shall furnish, at Landlord's cost, said utility and all utilities reasonably necessary for Tenant's use of the Premises.

8. **Hanger Repairs, Modifications, or Improvements** Landlord, at its own cost and expense, shall maintain, repair and make replacements of the following: roof, foundation, concrete floors, walls, windows, doors, and hangar door within expected wear and tear. Landlord shall also maintain, repair and make replacement of plumbing servicing lines, not any internal plumbing. Tenant will promptly give Landlord written notice of any known defect or need for repairs, after which Landlord will have reasonable opportunity to make necessary repairs or cure the defect. In the event Landlord inspects the reported defects and determines in a reasonable manner that the defects were caused by abnormal wear and tear, tenant shall hold a portion of responsibility for the repair or replacement. Additionally, Landlord, at its own cost and expense, shall furnish: snow removal and grounds maintenance for the Premises.

9. **Tenant's Repairs and Maintenance.** Tenant shall maintain the Premises in a safe and clean condition, free from waste or nuisance. Tenant shall maintain and repair all interior improvements made by Tenant including HVAC, electrical, plumbing, and other mechanical systems installed after leasing the Premises. Tenant, at its own cost and expense, shall provide for janitorial services and the safe removal of biological or hazardous waste.

10. **Alterations and Fixtures.**

a. **Alterations.** Tenant shall not make any alterations or improvements to the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld. Tenant shall submit the plans and specifications for any improvements or alterations to Landlord for approval prior to commencement of such work. If Landlord approves such plan and specification, tenant shall have all financial responsibility for the associated costs unless previously agreed to. Tenant shall subsequently provide all plans to the building inspector for official permits to proceed with construction.

b. **Removal and Restoration by Tenant.** All alterations and improvements, shall remain Tenant's property for the Term and any Renewal Term thereafter. Except for items used primarily in the conduct of Tenant's business and commonly considered "trade fixtures," all alterations and improvements shall immediately upon the termination or expiration of this Lease become Landlord's property.

11. **Landlord's Access.** Landlord, its employees and agents shall have access to the Premises at reasonable times to inspect, repair, make alterations, or make improvements to the Premises. Landlord must provide Tenant with at least twenty-four (24) hours' notice prior to entry.

12. **Common Areas.** Tenant shall have the right, during the term of this Lease, to use in common with Landlord and each Party's employees, and invitees, all common walks, drives, and parking, within and around the Premises, for access to the Premises the lobby and common restrooms. All common areas shall be subject to the control and management of Landlord, and the use thereof shall be subject to reasonable rules and regulations as may be determined from time to time by Landlord. Tenant and its employees and guests shall not have access to any hangars not included in this agreement.

13. **Parking.** Tenant, its employees and guests, shall have the right to the use of the parking lots as are designated by Landlord, for the purpose of parking motor vehicles to the extent reasonably necessary in connection with Tenant's use of the Premises. Such right of use shall be without any additional charge and on a first come, first served basis. Tenant and its employees and guests shall not park vehicles in any areas not designated for parking aside from the tenant's hangar.

14. **Fuel.** Tenant may, but is not required to, purchase fuel from Landlord during each year Tenant occupies the Premises. Tenant shall pay to Landlord the full amount due for fuel used, if any, during any calendar month, by the tenth (10th) day of the following month. Tenant agrees to pay a late charge of five percent (5%) for each payment due hereunder that is more than ten (10) days delinquent.

15. **Warranties of Title and Quiet Enjoyment.** Landlord warrants that it has full right to make this Lease subject to the terms of this Lease. Tenant shall have quiet and peaceable possession of the Premises during the term of this Lease as against the acts of any parties claiming title to, or a right to possession of, the Premises. Tenant, its signatories, and all guarantors and signatories for guarantors, warrant that they are duly authorized to enter into this Lease and the guarantee of this Lease, and to execute, deliver and fulfill all terms and conditions of same.

16. **Assignment and Subletting.** Landlord's rights to assign this Lease are and shall

remain unqualified. No assignment by Landlord shall release Landlord of any of its obligations under this Lease for any time prior to the date of assignment. Tenant shall not assign this Lease or sublet the Premises, whether by voluntary act, operation of law or otherwise, without the prior written consent of Landlord, which shall not be unreasonably withheld; provided, however, that Tenant may, without the prior consent of the Landlord, assign all of its rights under this Lease to (i) a parent, subsidiary, or affiliate, (ii) a purchaser of all or substantially all assets related to this Lease, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Tenant is participating. Any permitted assignee shall assume all obligations of its assignor under this Lease and subsequently notify the Landlord of updated billing and contact information.

**17. Fire or Other Casualty.** If the Premises is destroyed or rendered untenable for Tenant's accustomed use by fire or other casualty, this Lease shall terminate immediately, and any prepayment of Rent shall be refunded pro rata to Tenant by Landlord. If the Premises is damaged or rendered partially untenable for Tenant's accustomed use by fire or other casualty, and if the Premises can be repaired within ninety (90) days from the date of such casualty, Landlord, at its option, shall repair the Premises to substantially the same condition as immediately prior to such casualty. If Landlord chooses to repair the Premises, Landlord shall provide thirty (30) days written notice to Tenant of its intent to repair. From the date of such casualty until the Premises are so repaired and restored, the Rent payments described in Section 4 shall abate in such proportion as the part of the Premises so damaged or untenable bears to the total Premises. Notwithstanding the foregoing, if the damaged portion of the Premises cannot be repaired within ninety (90) days of such casualty, or if said damage materially interferes with Tenant's use of the remainder of the Premises for which the Premises was leased to Tenant, then either Landlord or Tenant may terminate this Lease and any prepayment of Rent shall be refunded pro rata to Tenant by Landlord. Landlord shall not be obligated to repair and restore if such casualty is caused in whole or in part by the negligence of Tenant, its agents or employees.

**18. Rules and Regulations.** Landlord may, from time to time, impose reasonable rules and regulations regarding the Premises. Tenant, its employees, agents, invitees and licensees shall comply with all such rules and regulations.

**19. Insurance.**

a. **Tenant's Obligations.** Tenant, at its own cost and expense, shall provide general liability coverage with respect to the Premises and Tenant's business in amounts and through insurers satisfactory to Landlord. Landlord shall be named as additional insured under the policy. Tenant shall, at Landlord's request, provide satisfactory documentation of such insurance coverage and agrees to notify Landlord in writing within ten (10) days of any cancellation, non-renewal, termination, limitation, or modification affecting the insurance coverage required hereunder. Tenant, at its own cost and expense, shall maintain insurance on its contents within the Premises.

b. **Landlord's Obligations.** Landlord, at its own cost and expense, shall take out or cause to be taken out, and keep or cause to be kept, in full force and effect during the whole of the term:

i. **Property Insurance:** written on an ISO special causes of loss form for cover on the Premises, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may

determine. Such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situated.

ii. Aviation Commercial General Liability Insurance: against claims for property damage and bodily injury, including death in such form and subject to such deductions and exceptions as Landlord may determine in an amount not less than \$5 million per occurrence. Landlord agrees those insurance proceeds that may or may not be available to Tenant in the event Landlord is found to be liable for property damage or bodily injury do not limit Tenant's right of recovery from Landlord.

iii. Products and Completed Operations Liability Insurance: against claims for property damage and bodily injury, including death arising out of but not limited to those services provided to Tenant, including fueling operations.

iv. Workers' Compensation Insurance: for Landlord's employees, as required by law, at all times. Landlord agrees to ensure agents, contractors, invitees, licensees or anyone for whose safety Landlord is responsible for is appropriately covered by Landlord's workers' compensation insurance or said individual's employer's workers' compensation insurance as required by law. Tenant agrees to provide workers' compensation insurance for its employees, as required by law, and ensure agents, contractors, invitees, licensees or anyone for whose safety Tenant is responsible, is covered by Tenant's workers' compensation insurance or said individual's employer's workers' compensation insurance as required by law.

**20. Indemnification.** Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) that Landlord may sustain to the extent arising out of any injury to any person or damage to or loss of any property (a) caused by or arising out of the negligence or willful misconduct on the part of Tenant or Tenant's employees, agents or contractors, on, in, or about the Premises or other common areas of the Premises except to the extent any of the foregoing is caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors, or (b) caused by or arising out of any breach or default by Tenant in the performance of its obligations and covenants under this Lease beyond applicable periods of notice and cure. Landlord agrees to indemnify and save Tenant harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) that Tenant may sustain to the extent arising out of any injury to any person or damage to or loss of any property (a) occurring in the common areas of the Premises to the extent not caused by Tenant, (b) caused by or arising out of the negligence or willful misconduct of Landlord, its employees, agents or contractors or (c) caused by or arising out of any breach or default by Landlord in the performance of its obligations and covenants under this Lease beyond applicable periods of notice and cure.

**21. Limitation of Liability.** In no event shall either Party, its employees, agents, or contractors be liable under this Lease to the other Party or any third party, for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either Party was advised of the possibility of such damages.

**22. Surrender.** Upon expiration of the Term, Renewal Term or upon earlier termination, Tenant shall deliver up the Premises in the same repair and condition as when this Lease commenced, reasonable wear and tear expected. Tenant, at its own cost and expense, shall remove all personal property from the Premises.

**23. Holding Over.** In the event Tenant remains in possession of the Premises beyond the Term of this Lease, Landlord may take legal action to remove Tenant. If Landlord accepts a Rent payment for a period of time beyond the Term of this Lease, or otherwise acknowledges the tenancy, Tenant shall be deemed a Tenant from month-to-month, and shall pay Rent at the rate established by this Lease. Any month-to-month tenancy is subject to the conditions, provisions, and obligations of this Lease.

**24. Default by Tenant.**

a. **Events of Default.** The following shall be considered for all purposes to be events of default under and a breach of this Lease:

i. Notwithstanding a good faith dispute, any failure by Tenant to pay any Rent due hereunder, after reasonable notice to Tenant of any non-received payment;

ii. Any failure of Tenant to perform or observe any other covenants, agreements, stipulations, or conditions of this Lease for more than thirty (30) days after written notice from Landlord of such failure, provided, however, such failure shall not constitute an event of default if such failure is not susceptible of being cured within thirty (30) days and Tenant diligently pursues such cure to completion;

iii. If Tenant shall become insolvent, make an assignment for the benefit of his or her creditors, file a voluntary bankruptcy proceeding, be subjected to an involuntary bankruptcy proceeding, or if a receiver is appointed for Tenant; or

iv. If any guarantor of this Lease shall become insolvent, make an assignment for the benefit of its creditors, or in the event a receiver is appointed for the guarantor, files a voluntary bankruptcy proceeding or has an involuntary bankruptcy petition against the guarantor which is not dismissed within thirty (30) days.

b. **Landlord's Remedies.** Upon the occurrence of any event of default specified in this Lease, Landlord shall have the right to enter and take possession of the Premises and re-let the same upon such terms as Landlord deems prudent, for the account of the Tenant. Tenant shall be liable to Landlord for any Rental payments due and owing for the remaining portion of the Term, less the net Rentals received from other parties for the use of said Premises.

**25. Default by Landlord.** In the event that Landlord defaults under the terms of this Lease, Tenant shall give Landlord written notice specifying the nature of the default and Landlord shall have thirty (30) days after receipt of such notice to cure said default. Any default by Landlord which shall continue uncured shall give Tenant the right to terminate the Lease in addition to all available rights or remedies, in law or in equity.

**26. No Partnership, Joint Venture or Principal/Agent Relationship Created.**

Nothing in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between Landlord and Tenant.

**27. Cumulative Rights.**

No right or remedy provided under this Lease is intended to be exclusive of any other right or remedy hereof provided by law or equity. Each right and each remedy shall be cumulative and in addition to every other right or remedy provided under this Lease now or hereafter existing at law, in equity or by statute.

**28. Subordination.**

This Lease shall be subordinate to any mortgage, trust, deed or other security instrument now or hereafter placed on the Premises by Landlord. Tenant shall execute and deliver to Landlord all instruments necessary or required to evidence such subordination, and if Tenant fails to do so, Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

**29. Miscellaneous**

a. **Notice.** Notice required by this Lease shall be sufficient if in writing and personally delivered or mailed via U.S.P.S., first class and postage prepaid to:

In the case of Landlord:

City of Crete

P.O. Box 86

Crete, NE 68333

In the case of Tenant:

Air Methods, LLC

5500 S Quebec St, Ste 300

Greenwood Village, CO 80111

Attention: Vice President, North Central Region

b. **Successors and Assigns.** This Lease shall extend to and be binding upon the Parties to this Lease and their respective assigns, executors, heirs, personal representatives, and successors.

c. **Amendment.** No amendment of this Lease shall be valid unless it is in writing, specifies the nature and extent of the amendment, and is signed by the Parties.

d. **Severable Provisions.** Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease, unless to do so would materially and substantially impair the rights or duties of the Parties.

e. **Entire Agreement.** This Lease contains the entire understanding of the Parties hereto with respect to the transactions contemplated herein and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

f. **Counterparts; Facsimile or Electronic Signature.** This Lease may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Any executed counterpart to this Lease may be delivered by facsimile, .pdf or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.

g. **Captions, Headings, or Titles.** All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they refer.

h. **Waiver.** Any waiver by any Party of default of any other Party to this Lease shall not affect or impair any right arising from any subsequent default. No custom or practice of the Parties which varies from the terms of this Lease shall be a waiver of any Party's right to demand exact compliance with the terms of this Lease.

i. **Governing Law.** This Lease shall be governed, construed and enforced in accordance with the laws in the State of Nebraska.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Lease in duplicate on the date set forth below,

**City of Crete, Nebraska**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Air Methods Corporation**

By: \_\_\_\_\_

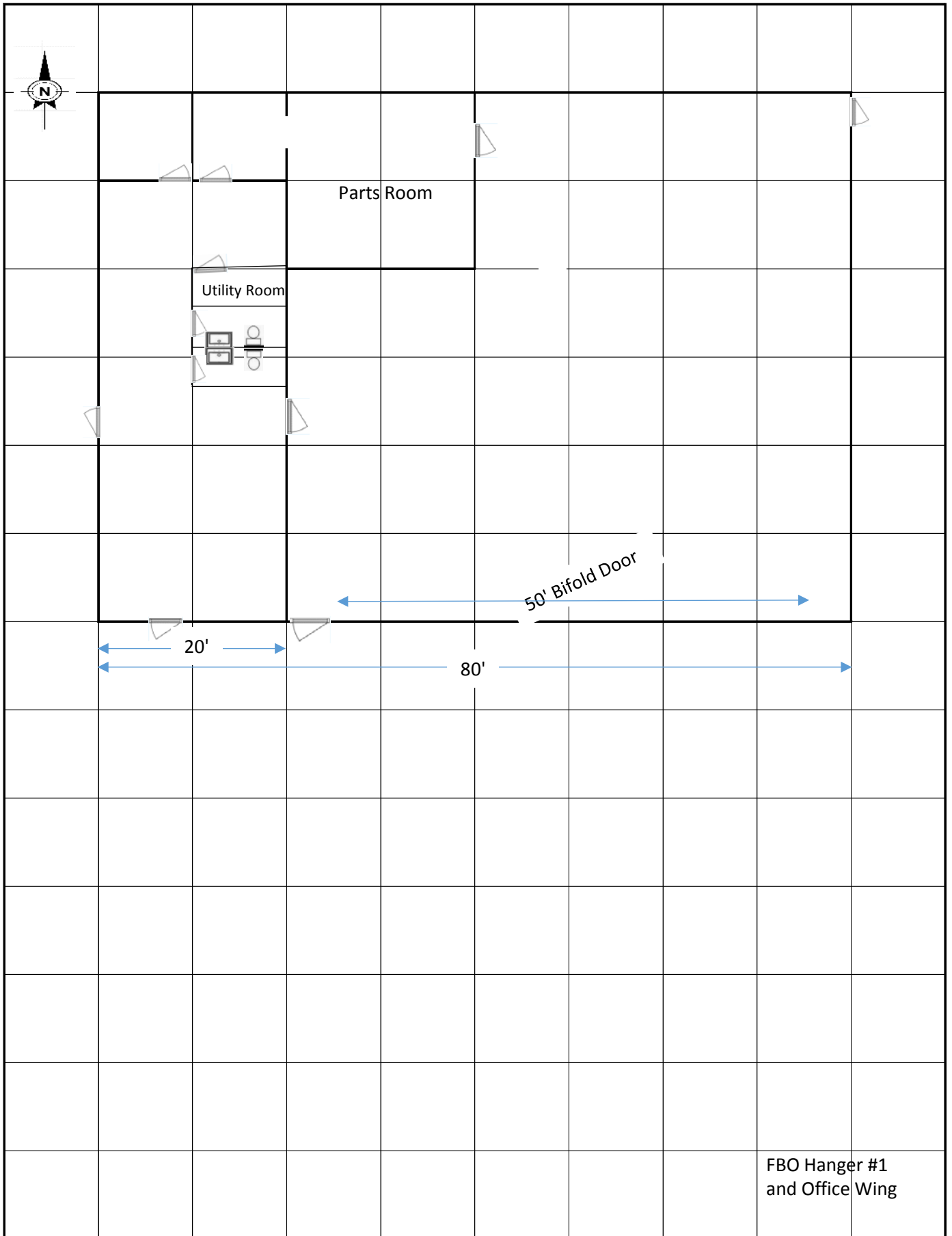
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Floor Map**

[see attached]



FBO Hanger #1  
and Office Wing

## AGENCY AGREEMENT

### Project No. 3-31-0022-019/020-2026 (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 17th day of February, 2026.



  
 \_\_\_\_\_  
 Director

Executed by the Airport Sponsor this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Clerk

\_\_\_\_\_  
 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.

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

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF CRETE, NEBRASKA, SPONSOR OF CRETE MUNICIPAL AIRPORT, HELD ON \_\_\_\_\_, 2026.

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. 3-31-0022-019/020-2026 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. 3-31-0022-019/020-2026 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 \_\_\_\_\_, 2026.

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

\_\_\_\_\_  
Mayor

**AGENCY AGREEMENT**

**Project No. 3-31-0022-019/020-2026 (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.

# Exhibit 'O'

- 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



RESOLUTION - DO NOT SIGN

Director

Executed by the Airport Sponsor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

RESOLUTION - DO NOT SIGN

Clerk

RESOLUTION - 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.

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

Preapplication

Application

Changed/Corrected Application

\*2. Type of Application

New

Continuation

Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

\*5b. Federal Award Identifier:

-2026

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name:

\*b. Employer/Taxpayer Identification Number (EIN/TIN):

\*c. UEI:

**d. Address:**

\*Street 1: \_\_\_\_\_

Street 2: \_\_\_\_\_

\*City: \_\_\_\_\_

County/Parish: \_\_\_\_\_

\*State: Province: \_\_\_\_\_

\*Country: \_\_\_\_\_

\*Zip / Postal Code \_\_\_\_\_

**e. Organizational Unit:**

Department Name: \_\_\_\_\_

Division Name: \_\_\_\_\_

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: \_\_\_\_\_

\*First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_

Title: \_\_\_\_\_

Organizational Affiliation: \_\_\_\_\_

\*Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\*Email: \_\_\_\_\_

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

**\*11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

\_\_\_\_\_

20.117 Airport Infrastructure Grants (AIG)

**\*12. Funding Opportunity Number:**

\_\_\_\_\_

\*Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant:

\*b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date:

\*b. End Date:

**18. Estimated Funding (\$):**

\*a. Federal \_\_\_\_\_  
\*b. Applicant \_\_\_\_\_  
\*c. State \_\_\_\_\_  
\*d. Local \_\_\_\_\_  
\*e. Other \_\_\_\_\_  
\*f. Program Income \_\_\_\_\_  
\*g. TOTAL \_\_\_\_\_

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_ .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes      No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_  
Middle Name: \_\_\_\_\_  
\*Last Name: \_\_\_\_\_  
Suffix: \_\_\_\_\_

\*Title:

\*Telephone Number:

Fax Number:

\* Email:

\*Signature of Authorized Representative:

\*Date Signed:

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

<b>Part II - SECTION A</b>	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, 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 Sponsor, 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative 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 subrecipients 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.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The area surrounding the airport is zoned for a distance of three (3) miles from the airport property line, to control the height of structures in the vicinity of the airport. Height restriction zoning was originally adopted on November 26, 1979, and was last updated on August 12, 2002.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A. This project does not involve the location of an airport, an airport runway, or a major runway extension.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Sponsor maintains property interest as depicted within property table on the Exhibit A property map dated February 1, 2024. This was an update with local funds required for the Sponsor change.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20-106
2. Functional or Other Breakout:	Airport Improvement Program

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,850,000
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 1,860,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			50,000
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 1,810,000
19. Federal Share requested of Line 18			1,719,500
20. Grantee share			140,500
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 1,860,000

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a. Hangar heating system	\$ 50,000
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	<b>\$ 50,000</b>

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	140,500
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL - Grantee share</b>	<b>\$ 140,500</b>
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL - Other Shares</b>	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 140,500</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
<p>The following items are incorporated by reference:</p> <ul style="list-style-type: none"> <li>- Plans and Specs dated: November 5, 2025</li> <li>- Exhibit A dated: February 1, 2024. This was an update with local funds required for the Sponsor change.</li> </ul>

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** Construct 2-Bay Box Hangar (Ph. 3 - Const.)

**AIRPORT:** Crete Municipal Airport (CEK), Crete, Nebraska

**1. Objective:**

This project will construct a 2-bay box hangar, along with the hangar approach.

**2. Benefits Anticipated:**

Currently, the airport lacks available hangar space for general aviation aircraft storage, resulting in a waiting list for interested tenants. The construction of this hangar will enhance aircraft storage capacity, alleviate the waiting list, and provide a safe environment for aircraft.

**3. Approach:** (See approved Scope of Work in Final Application)

The Airport Sponsor has hired an engineering consultant to put together the plans, specifications, and contract documents, as well as handling bidding and construction/testing/closeout services.

The Nebraska Department of Transportation, Division of Aeronautics, will assist the Airport Sponsor with administrative issues.

**4. Geographic Location:**

The Crete Municipal Airport is located approximately 0.75 miles east of Crete, Saline County, Nebraska.

**5. If Applicable, Provide Additional Information:**

N/A

**6. Sponsor's Representative:** (include address & telephone number)

Name: Dave Bauer                      Title: Mayor  
Address: PO Box 86, Crete, NE 68333-0086  
Phone: (402) 826-4314                  Email: dave.bauer@crete.ne.gov



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes      No      N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes      No      N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes      No      N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes      No      N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes      No      N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
- b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
- c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes      No      N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes      No      N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
- b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
- c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
- d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes      No      N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
- b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
- c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes      No      N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes      No      N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes      No      N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes      No      N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes      No      N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes      No      N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes      No      N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes	No	N/A
-----	----	-----

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes      No      N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes      No      N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes      No      N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes      No      N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes      No      N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes      No      N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes      No      N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes      No      N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes      No      N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Selection of Consultants Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes    No    N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes    No    N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  

Yes	No	N/A
-----	----	-----
  
5. Sponsor has publicized or will publicize a RFQ that:
  - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

Yes	No	N/A
-----	----	-----
  
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  

Yes	No	N/A
-----	----	-----
  
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  

Yes	No	N/A
-----	----	-----
  
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
  - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

Yes	No	N/A
-----	----	-----
  
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  

Yes	No	N/A
-----	----	-----
  
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  

Yes	No	N/A
-----	----	-----
  
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  

Yes	No	N/A
-----	----	-----
  
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  

Yes	No	N/A
-----	----	-----

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes      No      N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes      No      N/A

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes      No





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing and reviewing the collection of information.

All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524

### **Instructions for Form 5100-145, FAA Title VI Pre-Grant Award Checklist**

This Checklist must be completed and submitted by the sponsor as a part of each FAA grant application.

"Yes" responses mean that the sponsor is currently in compliance or has a corrective action plan approved by the FAA Office of Civil Rights (FAA) to come into compliance. "No" responses mean there is a potential compliance issue. Compliance issues will be brought to the attention of the FAA to determine if corrective actions are necessary. If there are any questions, please contact [ACR-4-TitleVI@faa.gov](mailto:ACR-4-TitleVI@faa.gov).

References to "Title VI" in this checklist include Title VI of the Civil Rights Act of 1964 and related authorities that expand or clarify nondiscrimination protections in FAA assisted programs, identified in [FAA Order 1400.11](https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1400.11) [[https://www.faa.gov/regulations\\_policies/orders\\_notices/index.cfm/go/document.current/documentNumber/1400.11](https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1400.11)].

## FAA Title VI Pre-Grant Award Checklist

### Submission information

Submission date (Pick a date):

Name of airport sponsor:

Submitter's name:

Title:

Phone number:

### Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has **both** a Title VI\* Plan and a Community Participation Plan, **both** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on [DOT Order 1000.12C, Ch. II, Secs. 3 and 4](https://www.transportation.gov/mission/us-department-transportation-title-vi-program)  
[https://www.transportation.gov/mission/us-department-transportation-title-vi-program].

Criterion	Notes	Response	Comments
<p><b>1.1</b> The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.</p>	<p>Sponsors must develop and adopt a Title VI Plan that outlines the recipient’s measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old.</p> <p>If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.</p>	<p>Yes No</p>	
<p><b>1.2</b> The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.</p>	<p>Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j).</p> <p>If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.</p>	<p>Yes No</p>	

If the answers to 1.1 and 1.2 above are both “Yes,” do *not* complete Sections 2 and 3.

## Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
<p><b>2.1</b> The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.</p>	<p>At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data.</p> <p><a href="http://www.epa.gov/ejscreen">EJScreen</a> [www.epa.gov/ejscreen] is a useful resource for assessing project areas.</p>	<p>Yes</p> <p>No</p>	
<p><b>2.2</b> The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.</p>	<p>In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p><b>2.3</b> The sponsor has, on file, demographic information for their staff.</p>	<p>In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c).</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes No</p>	
<p><b>2.4</b> The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).</p>	<p>Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes No</p>	

### Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
<p><b>3.1</b> The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.</p>	<p>Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).</p> <p>See <a href="http://www.justice.gov/crt/fcs/TitleVI">Title VI of the Civil Rights Act of 1964</a> [www.justice.gov/crt/fcs/TitleVI];</p> <p><a href="http://www.ecfr.gov">49 CFR part 21</a> [www.ecfr.gov]</p> <p><a href="http://www.transportation.gov/transportation-policy/environmental-justice">DOT Order on Environmental Justice</a> [www.transportation.gov/transportation-policy/environmental-justice]</p>	<p>Yes</p> <p>No</p>	
<p><b>3.2</b> The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.</p>	<p>Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p><b>3.3</b> The sponsor has performed a “Four-Factor” LEP analysis for the sponsor’s programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.</p>	<p>A “Yes” response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to LEP Persons (70 FR 74087, December 14, 2005).</p> <p>See <a href="https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance">DOT’s LEP Guidance</a> [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].</p>	<p>Yes No</p>	
<p><b>3.4</b> If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities.</p> <p>If the sponsor is <b>not</b> an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.</p>	<p>For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at <a href="https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/">Airport Civil Rights Program – National Airport Policy and Compliance</a> [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/].</p> <p>If applicant is not an airport, the method used to inform the public must be ongoing and documented.</p>	<p>Yes No</p>	

Criterion	Notes	Response	Comments
<p><b>3.5</b> The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and</p> <p>(2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.</p>	<p>To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087.</p> <p>Please <b>skip</b> this question if the sponsor has an FAA-approved community participation plan.</p>	<p>Yes</p> <p>No</p>	
<p><b>3.6</b> Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to <a href="mailto:ACR-4-TitleVI@faa.gov">ACR-4-TitleVI@faa.gov</a>, with receipt acknowledged.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies.</p> <p>See <a href="#">Appendix C to 49 CFR 21, Sub-part (b)(3)</a> [available through <a href="http://www.ecfr.gov">www.ecfr.gov</a>].</p> <p>"Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p><b>3.7</b> Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to <a href="mailto:ACR-4-TitleVI@faa.gov">ACR-4-TitleVI@faa.gov</a>, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies.</p> <p>See <a href="#">Appendix C to 49 CFR 21, Sub-part (b)(3)</a> [available through <a href="http://www.ecfr.gov">www.ecfr.gov</a>].</p>	<p>Yes</p> <p>No</p>	
<p><b>3.8</b> Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.</p>	<p>The information should be included in narrative fields of the pending application.</p>	<p>Yes</p> <p>No</p>	

**CRETE FUEL  
FLOW TRACKER 25-26**

MONTH	YEAR	100LL	JET-A	TOTAL GALLONS	FLOWAGE FEE	MARGIN
FEBRUARY	2025	459.20	2,276.00	2,735.30	\$218.82	\$0.00
MARCH	2025	1,003.00	3,076.50	4,079.50	\$326.36	\$0.00
APRIL	2025	1,746.40	3,169.00	4,915.40	\$393.23	\$0.00
MAY	2025	1,465.90	2,340.20	3,806.10	\$304.49	\$0.00
JUNE	2025	1,635.60	2,898.20	4,533.80	\$362.70	\$0.00
JULY	2025	2,051.80	2,288.70	4,340.40	\$347.24	\$0.00
AUGUST	2025	3,205.70	3,536.60	6,742.20	\$539.38	\$0.00
SEPTEMBER	2025	2,830.70	2,491.00	5,321.70	\$425.73	\$0.00
OCTOBER	2025	1,918.91	2,103.00	4,021.91	\$0.00	\$7,783.91
NOVEMBER	2025	1,558.88	4,592.38	6,151.26	\$0.00	\$13,540.62
DECEMBER	2025	1,494.63	2,618.31	4,112.94	\$0.00	\$4,765.37
JANUARY	2026	904.27	2,031.75	2,936.02	\$0.00	\$3,345.87
FEBRUARY	2026	1,737.66	3,264.14	5,001.80	\$0.00	\$5,893.52

**100LL**

TOTAL	FEBRUARY	MARGIN	TOTAL	TOTAL
COST PER	CHARGE	PER	100LL	MARGIN
\$4.37	\$5.02	\$0.65	1,737.66	\$1,136.34

**JET A**

COST PER	FEBRUARY	MARGIN	TOTAL	TOTAL
QTY	CHARGE	PER	QTY	MARGIN
\$3.08	\$4.54	\$1.46	3,264.14	\$4,757.18