

# NORFOLK AIRPORT AUTHORITY

February 9, 2026

The following are the minutes of a regular meeting of the Norfolk Airport Authority held on Monday, February 9, 2026, in the board room at Norfolk Regional Airport/Karl Stefan Memorial Field. Notice of the meeting and publication of the agenda for public view were made in accordance with state law.

**CALL TO ORDER:** Acting Chairman Randy Neuharth called the Norfolk Airport Authority meeting to order at 7:30 PM.

Acting Chairman Randy Neuharth noted this meeting has been properly publicized and there is a current copy of the Open Meetings Act posted in the hallway adjacent to the meeting room and is accessible to the public.

Roll call as follows: Members present: Vice Chairman Randy Neuharth, Secretary Grayson Frohberg, and Member Rich Clausen. Absent: Chairman Dan Geary and Member Doris Kingsbury. Roll call resulted in a quorum.

In the absence of Chairman Dan Geary, Vice-Chairman Randy Neuharth will fill in role as active Chairman for this meeting.

Also, present were Justin Martin, Judy Grashorn, Jason Lammler, Rod Longe, Ryan Hanson, Jim Lange, Jim McKenzie, and Bill Jepsen.

## RECOMMENDED ACTIONS:

- 1) The agenda was reviewed. Moved by Clausen, seconded by Frohberg to add agenda item pre #1 renewal of a six-month CD at Elkhorn Valley Bank. The form from Elkhorn Valley Bank noted a deadline for approval and was received after agenda was distributed. Roll Call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried
- 1) Moved by Clausen, seconded by Frohberg to approve the agenda with addition of agenda item pre #1. Roll Call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried
- 2) Moved by Clausen, seconded by Frohberg to waive the reading, and approve the minutes of January 12, 2026, regular board meeting. Roll Call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried.

## REGULAR AGENDA:

Pre #1. Moved by Clausen, seconded by Frohberg to approve renewal of six-month bank CD #xxx2977 at 3.75%. Roll call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried.

1. Project AIP 3-31-0058-030 – 2-Bay Corporate Hangar
  - a) Moved by Clausen, seconded by Frohberg to approve progress estimate #2 to HDR Engineering, in the amount of \$49,095 and authorize sponsor to sign on behalf of the authority. Roll call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried.

- b) Ryan Hanson, HDR, stated he has sent the pre-solicitation notice to several contractors, and will advertise bid Monday, February 16, 2026. The bid opening date is anticipated to be Friday, March 13, 2026. The 2-bay corporate hangar is anticipated to be completed in spring 2027. No vote was taken.
2. A meeting was held on January 29, 2026, with NDOT, FAA, HDR, and Norfolk Airport Manager to discuss the Airfield Recapitalization project. The FAA stated that traffic at Norfolk Airport doesn't justify replacing both runways with the length and width of our current runways. Suggesting runway 14/32 be narrowed by 25 feet and the length for both runways be shortened from 5800' to 5500'. Ryan Hanson, HDR is researching runway length justification and will outline this in finalizing the ALP drawing set. Drafts of ALP drawing set and narrative report are expected to be available at the March 2026 board meeting. No vote was taken.
  3. Two different database systems were researched by Airport Manager and Board Member Randy Neuharth. Runway Stats and 1200.aero were discussed with Runway Stats being more expensive and currently no airport in Nebraska is utilizing the database, 1200.aero was preferred. Moved by Frohberg, seconded by Clausen to do a three-month free trial 1200.aero beginning June 1<sup>st</sup>, 2026. The prolonged starting date is to accommodate the busy season of summer versus current winter traffic. Roll call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried.
  4. Moved by Clausen, seconded by Frohberg to approve the purchase of three nitrogen tanks, and five oxygen tanks from Matheson Trigas for \$2,997.74. Matheson Trigas quote was less than Island Supply's quote of \$3,282. Currently Norfolk Airport rents nitrogen and oxygen tanks each month from Island Supply. Roll call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried.
  5. Moved by Clausen, seconded by Frohberg to update NAA bylaws by adding letter "K" to section 1-106: **Incur expenditures on behalf of the Airport for necessary capital purchases or equipment in an amount not to exceed Five Thousand Dollars (\$5000.00) per item or transaction without prior approval of the Authority. Any capital or equipment expenditure in excess of Five Thousand Dollars (\$5000.00) shall require the prior approval of the Authority. Notwithstanding the foregoing, the Airport Manager is authorized to incur expenses in the ordinary course of the Airport's day-to-day operations, including but not limited to utilities, maintenance, repairs, supplies, payroll, fueling equipment, and contracted services, without dollar limitation, provided such expenses are customary, reasonable, and consistent with the approved budget and operational needs of the Airport; thereafter, all expenses incurred by the Airport Manager must be reported and approved to be paid by the Authority in accordance with Section 1-107 below.** and adding literature to section 1-107: **All disbursements of Authority funds, whether expenses are incurred with or without prior authorization shall be upon approval of the Authority, and such disbursement approval shall be reflected in the minutes of the meeting in which the funds were approved for payment.** regarding the Airport Manager's spending authority. Roll call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried.

6. Moved by Clausen, seconded by Frohberg to table the discussion and consideration of Airport Manager's authority to offer/give hiring wage for PT and/or Ft positions, merit increases, job title increases, etc. to employees without Board approval. Section 1-106 E of the Bylaws. Roll call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried.
7. Legal Counsel Jason Lampli reported no new information.
8. Moved by Frohberg, seconded by Clausen to approve the bills for payment. Roll call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried.
9. Moved by Clausen, seconded by Frohberg to ratify the following payments: Roll call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried.
  - a) EFT \$6,750.37 to U.S. Treasury for 941 Federal tax deposit.
  - b) EFT \$989.48 to NE Department of Revenue for income tax withholding.
  - c) EFT \$3,584.00 to NDOT/ Dept. Aeronautics for revolving hangar loan payment.
  - d) EFT \$918.41 to Mutual of Omaha employee Benefits services.
  - e) EFT \$2,545.64 to American Funds Simple IRA for monthly payroll.
  - f) EFT \$21,864.97 for monthly payroll.
  - g) EFT \$19,679.08 to Avfuel Corporation for 8,119 gallons Jet A shipped 12/31/2025
10. Moved by Clausen, seconded by Frohberg to adjourn the meeting. Roll call: Voting aye: Neuharth, Frohberg, and Clausen. Voting nay: None. Absent: Geary and Kingsbury. Motion carried.

There being no further business before the Norfolk Airport Authority, Acting Chairman Randy Neuharth adjourned the meeting at 8:40 p.m. The next regular meeting of the Norfolk Airport Authority is scheduled to be held on Monday, March 9, 2026.

Respectfully submitted:  
February 11, 2026

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Judy Grashorn  
Office Manager

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Grayson Frohberg  
Secretary

**STATE OF NEBRASKA  
DEPARTMENT OF AERONAUTICS**

**PROGRESS ESTIMATE**

**4 COPIES TO DEPT.  
OF AERONAUTICS**

Sponsor: Norfolk Airport Authority  
4100 South 13th Street  
Norfolk, NE 68701

Estimate No. 8 Date: Dec 27th, 2025

Contractor: HDR Engineering, Inc.  
1917 South 67th Street  
Omaha, NE 68106-2973

Project No.: 3-31-0058-029-2025

Norfolk Regional Airport

Date of Contract: April 14th, 2025

CONTRACT QUANTITIES	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
\$144,257.50	1	Task 1 - Narrative Report 60.86% Complete - Lump Sum	\$87,801.38			\$87,801.38
\$140,705.00	2	Task 2 - Aeronautical Survey and AGIS 68.89% Complete - Lump Sum	\$96,936.00			\$96,936.00
\$11,422.39	3	Task 3 - Airport Property Map / Exhibit A 41.00% Complete - Lump Sum	\$4,683.18			\$4,683.18
\$43,615.11	4	Task 4 - Airport Layout Plan Drawing Set 36.00% Complete - Lump Sum	\$15,701.44			\$15,701.44

As Project Engineer, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.

Grand Total \$205,122.00

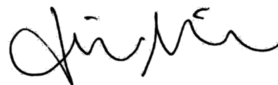
Less Previous Estimates \$202,300.00

Due Contractor This Estimate \$2,822.00

  
Project Engineer

12/27/2025  
Date

Approved for payment  
as per Project  
Engineer's certification



1/20/2026  
Date

NDA Project Engineer

APPROVED:

Airport Sponsor

Date



# Invoice

HDR Engineering, Inc.  
 Omaha, NE 68106  
 Phone: (402) 399-1000

### Reference Invoice Number with Payment

HDR Invoice No. 1200790859  
 Invoice Date 9-Jan-2026  
 Invoice Amount Due \$2,822.00  
 Payment Terms Net 30

Remit to PO Box 74008202  
 Chicago, IL 60674-8202

Wire transfer to Bank of America ML US  
 ABA #081000032  
 Account# 355004076604

**Norfolk Airport Authority**  
**4100 S 13th St.**  
**Norfolk, NE 68701**

Norfolk Airport Layout Plan Update

Professional Services  
 From: 30-Nov-2025 To: 27-Dec-2025

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Norfolk Airport Layout Plan Update	\$340,000.00	60.33%	\$205,122.00	\$202,300.00	\$2,822.00
	<b>\$340,000.00</b>		<b>\$205,122.00</b>	<b>\$202,300.00</b>	<b>\$2,822.00</b>

Fee Amount	\$340,000.00
Fee Invoiced to Date	\$205,122.00
Fee Remaining	\$134,878.00

HDR Internal Reference Only	
Client Number	260725
Cost Center	10134
Project Number	10430975

**SUMMARY OF PROJECT COSTS**  
**NDOT - Division of Aeronautics**

Norfolk Airport Authority  
 Norfolk, Nebraska  
 Karl Stefan Memorial Field

**BIL**

Statement No. 7  
 January 20, 2026  
 Project No. 3-31-0058-029

DESCRIPTION	New This Time	Itemized Costs	TOTAL
<b>Construction</b>			
HDR Engineering Progress Estimates No. 1 - 8	2,822.00	205,122.00	
<b>Total Construction</b>			<b>205,122.00</b>
<b>Independent Fee Estimate</b>			
IFE - (Airport IFE Invoice No. 2023 TO#4) Paid by Aeronautics		2,600.00	
<b>Total Independent Fee Estimate</b>			<b>2,600.00</b>
<b>Administration</b>			
NDOT Legal/Publication			
<b>Total Administration</b>			<b>0.00</b>
<b>TOTAL PROJECT COSTS TO DATE</b>	<b>2,822.00</b>		<b>207,722.00</b>
<b>Federal Share</b>	<b>2,680.00</b>	197,335.00	
95% x \$207,722.00 = \$197,335.00 <b>Grant Maximum = \$325,850</b> (90% = \$293,265)			
Less: Administrative costs		(2,600.00)	
Less: Previous Payments to Sponsor (Statements No. 1-6)		(192,055.00)	
<b>Total Funds Due Sponsor</b>	<b>2,680.00</b>		<b>2,680.00</b>
PREPARED BY <u>Teresa Zulkoski</u> Date <u>1/20/2026</u> NDOT, Division of Aeronautics			
APPROVED _____ Date _____ Sponsor			Federal Funds Due Sponsor <b>2,680.00</b>

Batch No. \_\_\_\_\_ EFT No. \_\_\_\_\_ Amount \_\_\_\_\_ Date of EFT \_\_\_\_\_

**STATE OF NEBRASKA  
DEPARTMENT OF AERONAUTICS**

**PROGRESS ESTIMATE**

**4 COPIES TO DEPT.  
OF AERONAUTICS**

Sponsor: Norfolk Airport Authority  
4100 South 13th Street  
Norfolk, NE 68701

Estimate No. 9 Date: Jan 24th, 2026

Project No.: 3-31-0058-029-2025

Contractor: HDR Engineering, Inc.  
1917 South 67th Street  
Omaha, NE 68106-2973

Norfolk Regional Airport

Date of Contract: April 14th, 2025

CONTRACT QUANTITIES	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
\$144,257.50	1	Task 1 - Narrative Report 60.86% Complete - Lump Sum	\$87,801.38			\$87,801.38
\$140,705.00	2	Task 2 - Aeronautical Survey and AGIS 99.06% Complete - Lump Sum	\$139,388.00			\$139,388.00
\$11,422.39	3	Task 3 - Airport Property Map / Exhibit A 41.00% Complete - Lump Sum	\$4,683.18			\$4,683.18
\$43,615.11	4	Task 4 - Airport Layout Plan Drawing Set 48.35% Complete - Lump Sum	\$21,087.44			\$21,087.44

As Project Engineer, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.

Grand Total \$252,960.00

Less Previous Estimates \$205,122.00

Due Contractor This Estimate \$47,838.00




1/24/2026

Project Engineer

Date

Approved for payment  
as per Project  
Engineer's certification



2/13/2026

NDA Project Engineer

Date

APPROVED:

Airport Sponsor

Date



# Invoice

HDR Engineering, Inc.  
 Omaha, NE 68106  
 Phone: (402) 399-1000

### Reference Invoice Number with Payment

HDR Invoice No. 1200799584  
 Invoice Date 6-Feb-2026  
 Invoice Amount Due \$47,838.00  
 Payment Terms Net 30

Remit to PO Box 74008202  
 Chicago, IL 60674-8202

Wire transfer to Bank of America ML US  
 ABA #081000032  
 Account# 355004076604

**Norfolk Airport Authority**  
**4100 S 13th St.**  
**Norfolk, NE 68701**

Norfolk Airport Layout Plan Update

Professional Services  
 From: 28-Dec-2025 To: 24-Jan-2026

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Norfolk Airport Layout Plan Update	\$340,000.00	74.40%	\$252,960.00	\$205,122.00	\$47,838.00
	<b>\$340,000.00</b>		<b>\$252,960.00</b>	<b>\$205,122.00</b>	<b>\$47,838.00</b>

Fee Amount	\$340,000.00
Fee Invoiced to Date	\$252,960.00
Fee Remaining	\$87,040.00

HDR Internal Reference Only	
Client Number	260725
Cost Center	10134
Project Number	10430975

**SUMMARY OF PROJECT COSTS**  
**NDOT - Division of Aeronautics**

Norfolk Airport Authority  
 Norfolk, Nebraska  
 Karl Stefan Memorial Field

**BIL**

Statement No. 8  
 February 13, 2026  
 Project No. 3-31-0058-029

DESCRIPTION	New This Time	Itemized Costs	TOTAL
<b>Construction</b>			
HDR Engineering Progress Estimates No. 1 - 9	47,838.00	252,960.00	
<b>Total Construction</b>			<b>252,960.00</b>
<b>Independent Fee Estimate</b>			
IFE - (Airport IFE Invoice No. 2023 TO#4) Paid by Aeronautics		2,600.00	
<b>Total Independent Fee Estimate</b>			<b>2,600.00</b>
<b>Administration</b>			
NDOT Legal/Publication			
<b>Total Administration</b>			<b>0.00</b>
<b>TOTAL PROJECT COSTS TO DATE</b>	<b>47,838.00</b>		<b>255,560.00</b>
<b>Federal Share</b>	<b>45,447.00</b>	242,782.00	
95% x \$255,560.00 = \$242,782.00 <b>Grant Maximum = \$325,850</b> (90% = \$293,265)			
Less: Administrative costs		(2,600.00)	
Less: Previous Payments to Sponsor (Statements No. 1-7)		(194,735.00)	
<b>Total Funds Due Sponsor</b>	<b>45,447.00</b>		<b>45,447.00</b>
PREPARED BY <u>Teresa Zulkoski</u> Date <u>2/13/2026</u> NDOT, Division of Aeronautics			
APPROVED _____ Date _____ Sponsor			Federal Funds Due Sponsor <b>45,447.00</b>

Batch No. \_\_\_\_\_ EFT No. \_\_\_\_\_ Amount \_\_\_\_\_ Date of EFT \_\_\_\_\_

**STATE OF NEBRASKA  
DEPARTMENT OF AERONAUTICS**

**PROGRESS ESTIMATE**

**4 COPIES TO DEPT.  
OF AERONAUTICS**

Sponsor: Norfolk Airport Authority  
4100 South 13th Street  
Norfolk, NE 68701

Estimate No. 3 Date: Jan 24, 2026

Project No.: 3-31-0058-030

Contractor: HDR Engineering, Inc.  
1917 South 67th Street  
Omaha, NE 68106-2973

Norfolk Regional Airport

Date of Contract: October 13th, 2025

CONTRACT QUANTITIES	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
\$12,225.00	1	Task 1: Field Investigations 100% Complete - Lump Sum	\$12,225.00			\$12,225.00
\$27,502.00	2	Task 2: Schematic Design Phase 100% Complete - Lump Sum	\$27,502.00			\$27,502.00
\$81,825.00	3	Task 3: Construction Documents Phase 90% Complete - Lump Sum	\$73,642.50			\$73,642.50
\$9,430.00	4	Task 4: Procurement Phase 0% Complete - Lump Sum	\$0.00			\$0.00
\$56,268.00	5	Task 5: Construction Phase	\$0.00			\$0.00
\$9,092.00	6	Task 6: Close Out Phase 0% Complete - Lump Sum	\$0.00			\$0.00

As Project Engineer, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.

*Michael G. Mayne*

30-Jan-26  
Date

Project Manager

Grand Total \$113,369.50

Less Previous Estimates \$97,004.50

Due Contractor This Estimate \$16,365.00

Approved for payment as per Project Engineer's certification

*[Signature]*

2/3/2026

NDA Project Engineer Date

APPROVED:

Airport Sponsor Date



# Invoice

**HDR Engineering, Inc.**  
**Omaha, NE 68106**  
**Phone: (402) 399-1000**

Reference Invoice Number with Payment

HDR Invoice No. 1200796323  
 Invoice Date 30-Jan-2026  
 Invoice Amount Due \$16,365.00  
 Payment Terms Net 30

**Norfolk Airport Authority**  
**4100 S 13th St.**  
**Norfolk, NE 68701**

Remit to PO Box 74008202  
 Chicago, IL 60674-8202  
 Wire transfer to Bank of America ML US  
 ABA #081000032  
 Account# 355004076604

Construct Hangar at the Norfolk Regional Airport (OFK)  
 FAA Grant No. 3-31-0058-030

Professional Services  
 From: 28-Dec-2025 To: 24-Jan-2026

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Field Investigations	\$12,225.00	100.00%	\$12,225.00	\$12,225.00	\$0.00
Schematic Design Phase	\$27,502.00	100.00%	\$27,502.00	\$27,502.00	\$0.00
Construction Documents Phase	\$81,825.00	90.00%	\$73,642.50	\$57,277.50	\$16,365.00
Procurement Phase	\$9,430.00	0.00%	\$0.00	\$0.00	\$0.00
Construction Phase	\$56,268.00	T&M	\$0.00	\$0.00	\$0.00
Close Out Phase	\$9,092.00	0.00%	\$0.00	\$0.00	\$0.00
	<b>\$196,342.00</b>		<b>\$113,369.50</b>	<b>\$97,004.50</b>	<b>\$16,365.00</b>

Fee Amount	\$196,342.00
Fee Invoiced to Date	\$113,369.50
Fee Remaining	\$82,972.50

HDR Internal Reference Only	
Client Number	260725
Cost Center	10134
Project Number	10447067

**Application for Federal Assistance SF-424**

*1. Type of Submission: Preapplication Application Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): New Continuation * Other (Specify) Revision
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\*3. Date Received: \_\_\_\_\_ 4. Applicant Identifier: \_\_\_\_\_

5a. Federal Entity Identifier: _____	*5b. Federal Award Identifier: _____
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**State Use Only:**

6. Date Received by State: _____	7. State Application Identifier: _____
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**8. APPLICANT INFORMATION:**

\*a. Legal Name: \_\_\_\_\_

*b. Employer/Taxpayer Identification Number (EIN/TIN): _____	*c. UEI: _____
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**d. Address:**

\*Street 1: \_\_\_\_\_  
Street 2: \_\_\_\_\_  
\*City: \_\_\_\_\_  
County/Parish: \_\_\_\_\_  
\*State: Province: \_\_\_\_\_  
\*Country: \_\_\_\_\_  
\*Zip / Postal Code \_\_\_\_\_

**e. Organizational Unit:**

Department Name: _____	Division Name: _____
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**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:

\_\_\_\_\_

**\*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:

## AGENCY AGREEMENT

### Project No. 3-31-0058-030-2026 (B05)

This is an agreement between the Norfolk Airport Authority of Norfolk, 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 Norfolk Regional Airport / Karl Stefan Memorial Field 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:

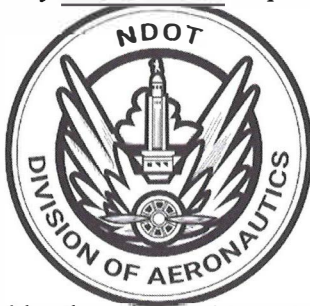
"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

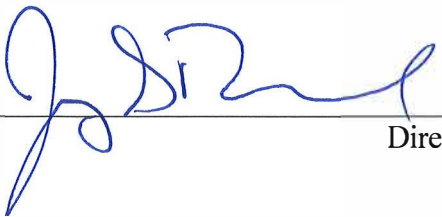
"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"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 6th day of February 2026.



  
 \_\_\_\_\_  
 Director

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

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 Chairperson

**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 AIRPORT AUTHORITY OF NORFOLK, NEBRASKA, SPONSOR OF THE NORFOLK REGIONAL AIRPORT / KARL STEFAN MEMORIAL FIELD, 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. 3-31-0058-030-2026 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 Chairperson and members of the Airport Authority of Norfolk, Nebraska, that:

1. The Airport Authority of Norfolk shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0058-030-2026 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Chairperson of the Airport Authority of Norfolk is hereby authorized and directed to execute said Agency Agreement on behalf of the Airport Authority of Norfolk, and the Secretary 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: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

**AGENCY AGREEMENT**

**Project No. 3-31-0058-030-2026 (B05)**

This is an agreement between the Norfolk Airport Authority of Norfolk, 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 Norfolk Regional Airport / Karl Stefan Memorial Field 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 \_\_\_\_ day of \_\_\_\_ 20\_\_.



RESOLUTION - DO NOT SIGN

\_\_\_\_\_  
Director

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

RESOLUTION - DO NOT SIGN

\_\_\_\_\_  
Secretary

RESOLUTION - DO NOT SIGN

\_\_\_\_\_  
Chairperson

**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.



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

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **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 28 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; no assurance of confidentiality is provided. 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 5100-100**

#### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

#### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

##### **SECTION A. STATUTORY CONDITIONS**

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

#### **SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_/\_\_/\_\_ originally filed with AIP Project ###.*”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** - Indicate the amount of the Grantee's share (from Section D).

**Line 21** - Indicate the amount of other shares (from Section D)

**Line 22** - Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.

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

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
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)?	Yes	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?	Yes	No	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.	Yes	No	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).	Yes	No	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.  <div style="margin-left: 20px;">                     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?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	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:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                  % as approved by                                  (the Cognizant Agency)                      on    (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**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:

**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:

**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:

**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.

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

**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)).

**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.

**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.

**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:

**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]

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]

(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]

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<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**

**SECTION A – GENERAL**

1. Assistance Listing Number:
2. Functional or Other Breakout:

**SECTION B – CALCULATION OF FEDERAL GRANT**

<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			
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			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</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)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

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

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)



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

### **Paperwork Reduction Act Statement**

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## Selection of Consultants

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

### **Paperwork Reduction Act Statement**

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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





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## **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 (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 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 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>	

## CHAPTER 1

### GENERAL

#### Section 1-101 Definitions:

- A. "Airport". Unless otherwise specified or the content clearly discloses a contrary meaning, "airport" shall mean all property and improvements on and in the area comprising the Norfolk Municipal Airport, also known as Karl Stefan Memorial Airport.
- B. "Airport Manager" means the person designated by the Norfolk Airport Authority as the person responsible for the day to day operations of the Airport.
- C. "Authority" or "Airport Authority" means the Norfolk Airport Authority board.
- D. "Commercial operations", as respects use of this airport, means any operation whereby the person providing the service would customarily expect or receive compensation from a source other than that person.
- E. "Fixed Base Operator" means any person engaged in business of an aviation nature and being authorized to conduct such business by virtue of a contract with the Authority.
- F. "Insurance", "Insurance Policy", or any similar reference contained herein shall mean an instrument in writing, by which one party, in consideration of a premium, engages to indemnify another against a contingent loss, by making him a payment in compensation for said loss. That all policies referred to in these Bylaws, Rules, and Regulations shall be issued by an insurance company licensed or authorized by the Nebraska Department of Insurance and shall be applicable to all property and persons and their use of the airport.
- G. "Operator" means the owner or pilot of any civil aircraft.
- H. "Person" means any individual, partnership, corporation, legal entity, group or duly authorized representatives, agents, or employees thereof.
- I. "Tenant", "Lessee", "Licensee", "Permittee", or "Grantee" means any person (including agents or employees) with whom there exists or is to exist in the future or has existed in the past a contractual relationship between such person and the Authority under any lease, license, permit or agreement.

#### Section 1-102 Scope:

- A. All users of and persons on the airport shall be governed by these Bylaws, Rules, and Regulations, hereinafter referred to as rules, regulations, or both. These regulations are subject to change by the Authority. All persons, while on the airport or while conducting business on or off the airport relative to the airport including but not limited to the Norfolk Airport Authority, its airport manager, tenants or other persons shall be governed by the provisions hereof adopted by the Authority as they apply to all persons, including users, and persons conducting the services and activities described therein.

- B. These regulations are not intended to, and do not amend, modify, or supersede any provisions of Federal, State, or local law, or any specific written contractual agreement of the Authority with which they may conflict; provided however, that these regulations shall, so far as possible, be interpreted so that no such conflict shall exist.
- C. If any portion of these regulations shall be invalid or unenforceable, because of conflict with Federal, State or local law, all other portions shall remain in effect and be construed to achieve the purposes hereof.

**Section 1-103 Penalties:**

The Airport Manager is herewith specifically authorized to remove or eject from the airport premises any person who knowingly and/or willfully violates any of these regulations or a direct instruction issued by the Airport Manager. The Airport Manager shall deny the use of the airport to such person if he determines that such denial is necessary under the circumstances, and may take such other measures as may be permitted by law, to enforce airport regulations and all Federal, State, or local law authorizing him to act so that the Airport Manager shall maintain the Authority's control of the airport.

**Section 1-104 Accident Reports:**

All persons involved in any accident, whether personal, aircraft, automotive, machinery, or other, occurring on the airport, shall make a full written report to the Airport Manager as soon after the accident as possible, but in any case not later than 48 hours after such accident.

**Section 1-105 Temporary Airport Manager:**

If no Airport Manager is employed or the Airport Manager shall resign or be unable to perform the duties of the Airport Manager, the Chairman of the Airport Authority shall be the Airport Manager. The Authority may appoint one of its members as Airport Manager, or may appoint a temporary Airport Manager to enforce the rules and regulations governing the airport. In the absence of a manager, the Chairman of the Authority shall have the authority to act as Airport Manager, and in the absence of the Chairman, the Vice Chairman shall have the authority to act as Airport Manager.

**Section 1-106 Duties of the Airport Manager:**

The Airport Manager shall:

- A. Perform periodic inspections of the runways, taxiways, lighting systems and other airport facilities and equipment to assure that the same are in safe and operable condition, and to perform or obtain routine repairs as needed;
- B. Report monthly, or more often as requested by the Authority, on any matters that may affect airport operations or facilities;

- C. Promptly remove from the runways, taxiways, aprons, and service roads any snow or other obstructions or hazards to the extent the equipment provided by the Authority will permit, and notify and supervise any contractors obtained by the Authority for removal operations, to assure that safe and efficient operation of the airport shall be maintained at all times. In the event of blizzard conditions, the Airport Manager may suspend snow removal operations if it is evident that the removal operations cannot keep up with snowfall. Removal operations shall be resumed as soon as weather conditions improve to the point that operations can at least keep up with snowfall;
- D. Communicate with all tenants of the Authority as a liaison between the Authority and such tenants with regard to all matters concerning the leasing, maintaining and operation of all such operations, such matters to be subject to the decision of the Authority;
- E. Supervise, direct, and schedule the activities and hours of all employees of the Authority. Airport Manager shall have authority for employment of temporary or part time employees, without specific approval of the Authority. Airport Manager shall have the authority to impose sanctions of all kinds for discipline of such employees, including dismissal. Hiring Creating of new permanent or full time employees-positions shall only be done with approval of the Authority. Provided however, Airport Manager shall have the authority to hire permanent or full time employees to staff vacant positions when such positions have previously been approved by the Authority. Dismissal of any permanent or full time employee shall be reserved to the Authority, either on it's own initiative or on the recommendation of the Airport Manager; however, the Airport Manager shall have the authority to suspend, with or without pay, a permanent or full time employee pending the dismissal determination of the Authority. Compensation of all Authority employees shall be set by the Airport Manager and approved by the Authority, with the exception of the Airport Managers compensation which shall be set and approved by the Authority;
- F. Follow all orders, directives, and regulations of the Authority and the Federal Aviation Administration and extend full cooperation to the Nebraska Department of Aeronautics. Airport Manager will also help promote good will for the Authority and all other governmental aviation entities in general;
- G. Perform such other duties as are customarily performed by one holding such position in other, same, or similar businesses or enterprises as that engaged in by the Authority;
- H. If appointed by the Authority, serve as appointed Treasurer of the Authority. Treasurer will maintain a public officials bond, in an amount to be determined by the County Treasurer, at the expense and with approval of the Authority;
- I. The manager operates all equipment, drives all vehicles and works in the shop from time to time to maintain safety and efficiency in all airport operations.
- J. The manager serves as the Airport Security Coordinator and is the contact person for dealing with the police and security matters.
- K. Incur expenditures on behalf of the Airport for necessary capital purchases or equipment in an amount not to exceed Five Thousand Dollars (\$5000.00) per item or transaction without prior approval of the Authority. Any capital or equipment expenditure in excess of Five Thousand Dollars (\$5000.00) shall require the prior approval of the Authority.

Notwithstanding the foregoing, the Airport Manager is authorized to incur expenses in the ordinary course of the Airport's day-to-day operations, including but not limited to utilities, maintenance, repairs, supplies, payroll, fueling equipment, and contracted services, without dollar limitation, provided such expenses are customary, reasonable, and consistent with the approved budget and operational needs of the Airport; thereafter, all expenses incurred by the Airport Manager must be reported and approved to be paid by the Authority in accordance with Section 1-107 below.

### **Section 1-107 Authority Funds Disbursement and Legal Matters**

All disbursements of Authority funds, whether expenses are incurred with or without prior authorization, shall be upon approval of the Authority, and such disbursement approval shall be reflected in the minutes of the meeting in which the funds were approved for payment. All checks drawn in disbursement of Authority funds shall be signed and countersigned by any two persons authorized by the Authority to sign checks as reflected on the current signature card of the financial institution holding Authority funds for disbursement. The Authority Legal Counsel shall furnish the office of the Authority a copy of all correspondence, transactions and/or records pertaining to any and all Authority related matters.

### **Section 1-108 Meeting Notices and Agenda:**

The Secretary of the Authority shall be responsible for giving public notice, as required by law, of all meetings of the Authority. Notice by publication in any legal newspaper published and in general circulation in Norfolk, Madison County, Nebraska, is designated as the primary method of giving notice of regular or special meetings of the Authority. Notice by announcement on any commercial radio station broadcasting in Madison County, Nebraska, is designated as the alternate method of giving notice where advance publication will not be timely. The Agenda for all such meetings shall be maintained in the office of the Airport Manager, and shall be kept continually current, and all meeting notices shall refer thereto.

### **Section 1-109 Meeting place:**

The regular meeting location of the Authority shall be in the board room in the office of the Norfolk Airport Authority located on Karl Stefan Memorial Airport, and all meetings shall be held there unless the meeting notice provides otherwise, or, at the direction of the Chairman, or in his absence the acting Chairman, another meeting place is designated.

### **Section 1-110 Officers; Election, powers, duties:**

- A. The officers of the Authority shall consist of a Chairman, Vice Chairman, Secretary and appointed Treasurer. The appointed Treasurer, if not an elected Authority member, shall have no vote in Authority matters.
- B. The officers shall be elected to a one year term by a vote of the Authority at the December meeting. Terms shall be from January 1 through December 31.

- C. The Chairman shall be the Chief Executive Officer of the Authority, shall have general charge of the business affairs and property of the Authority, and shall have direct supervisory authority over the Airport Manager, subject to the direction of the Authority. All contracts, leases, agreements, and other instruments necessary or convenient to the corporate purposes of the Authority shall be executed by the Chairman, subject to the direction of the Authority except that the Airport Manager may execute a standard hangar lease agreement, Emergency Maintenance Permit, and single event special use permit without the specific approval of the Authority.
- D. The Vice Chairman shall assist the Chairman as directed by the Authority, and shall assume the duties of the Chairman in the Chairman's absence.
- E. The Secretary shall have custody of the official seal of the Authority and of all official records of the Authority, except financial records in the custody of the appointed Treasurer, and shall keep said records and seal in the Authority office or in a place designated by the Authority, and shall keep regular minutes of all meetings and records of all actions of the Authority.

The secretary, or designee shall attest to the execution of any action of the Authority as directed by the Authority. The Secretary shall provide reports as requested by the Authority

- F. The Treasurer shall maintain the financial records of the Authority in a manner prescribed by the Authority. The Treasurer shall make reports concerning the financial status of the Authority, and prepare accounts for payment at least once a month or as directed by the Authority. The Treasurer shall maintain a Public Officials bond, in an amount to be determined by the County Treasurer of Madison County, at the expense and with the approval of the Authority.

**Section 1-111 Authority Member & Officers; Indemnification:**

Each member of the Airport Authority Board and all officers of the Authority, now or hereafter serving as such, shall be indemnified by the Authority against any and all claims and liabilities to which such member or officer has or shall become subject by reason of serving or having served as such member or officer, or by reason of any action alleged to have been taken, omitted, or neglected by such member or officer; and the Authority shall reimburse each such person for all legal expenses reasonably incurred in connection with such claim or liability, provided however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of such person's own willful misconduct. The amount paid to any member or officer by way of indemnification shall not exceed the indemnification amount to be reimbursed and such person's actual, reasonable, and necessary expenses incurred in connection with the matter involved. The right of indemnification provided by this section shall not be exclusive to any rights to which such member or officer may be otherwise entitled by law.

**Section 1-112 Seal:**

The Authority hereby ratifies and adopts as the official seal of the Authority, which may be used at any time without specific designation, a raised impression seal. This seal may be ink

highlighted for photocopying purposes. A copy of the seal and an ink highlight of the seal are shown below.

RAISED IMPRESSION SEAL

INK HIGHLIGHT SEAL

**Section 1-113 Schedule of Fees:**

A permit issued by the Norfolk Airport Authority is required for all commercial operations on Karl Stefan Memorial Airport.

The following are the fees and rental rates set by the Norfolk Airport Authority:

A. Fixed Base Operators Permits:

1. Full Service FBO permit ..... \$275.00 per year. (To qualify as a full service FBO, operator must be able to provide all designated FBO services except Aerial Application).
2. Designated FBO service permits ..... \$ 50.00 per year each. (for other than full service FBO's)
  - a. Aircraft sales – new and used
  - b. Fuel sales – all fuels
  - c. Airframe and power plant repair – major and minor ( including parts sales)
  - d. Air Taxi/Charter – passengers and cargo
  - e. Aerial photography
  - f. Flight training
  - g. Aircraft rental
  - h. Aircraft storage
  - i. Power line and similar patrol
  - j. Aerial application (this includes all aerial application operations of any nature)

B. T-Hangar Rates:

Hanger rental rates are set by the Authority. Short term and specialized rates can be set by the Airport Manager. However, they need to be approved or adjusted by the Authority at the next scheduled meeting for rate changes.

C. FBO Land Lease Rates: All tracts of land leased shall be at a rate per square foot per year. Rates shall be set by the Authority and will be subject to change at Authority discretion.

D. Farm Leases: No set fee. Farm leases shall be negotiated with each prospective farm tenant.

E. Miscellaneous Land Leases: No set fee. Miscellaneous land leases shall be negotiated with each prospective tenant.

F. Terminal Building Leased Space:

1. Ticket counter and office (requires Airport Facilities Lease). Rental rate will be set by the Authority at a regular scheduled meeting.

2. Car Rental Booth Space: Rate will be set by the Authority.

3. Advertising signs (each) . . . . . \$ 50 per year.

G. Miscellaneous Permits:

1. Emergency Maintenance Permit . . . . . \$ 30 each.

2. Special Use Permits:

a. Issued for other than designated FBO services on a single event,  
Specific date and time basis . . . . . \$ 10 each.

b. Issued for other than designated FBO services on an annual,  
unlimited basis . . . . . \$ 50 each.

## **CHAPTER 2**

### **VEHICLES**

#### **Section 2-101 Licensing and Registration:**

- A. No person shall operate motorized equipment of any kind on the airport unless that person has in their possession a valid Motor Vehicle Operator's License issued by the licensing agency of the State they reside in.
- B. No person shall maintain or operate on the airport any motor vehicle, as related to the State Laws related to licensing of motor vehicles, unless such motor vehicle is duly licensed and displays license plates as required by law. Vehicles manufactured for the purpose of refueling other vehicles, which are used by any person who has a current, valid Fixed Base operator's permit issued by the Authority, said permit authorizing said person to sell fuel, are exempt from this requirement, as to that motor vehicle operation on the airport.

#### **Section 2-102 Rules of Operation:**

- A. No person shall operate a motor vehicle of any kind on the airport in a reckless or negligent manner or in excess of a reasonable rate of speed. No person shall operate a motor vehicle of any kind in excess of posted speed limits or in any area posted against operation of motor vehicles.
- B. Pedestrians and aircraft shall have right of way at all times over vehicular traffic. All vehicles shall pass to the rear of taxiing aircraft.

- C. No person under the influence of alcohol or narcotic drugs shall operate a motor vehicle or aircraft on the airport.
- D. No person shall park any aircraft, vehicle or other object within 250 feet of the centerline of any runway and within an area of 2000 feet long and 250 feet either side of an extended centerline from the end of any runway without the specific approval of the Airport Manager.
- E. No person shall operate any motor vehicle upon the runways, taxiways, or apron areas without first notifying and obtaining permission from the Airport Manager.
- F. No farm machinery, powered or drawn, shall be allowed on Karl Stefan Memorial Airport property at any time unless specific permission has been obtained from the Airport Manager in advance. The use and management of any farm machinery, powered or drawn, shall at all times be subject to the control of the Airport Manager.
- G. All of the provisions of the NEBRASKA RULES OF THE ROAD as presently exist in Revised Statutes of Nebraska 1943 Chapter 39, Article 6, and any future amendments thereto are specifically incorporated herein and made a part of these Bylaws, Rules, and Regulations. It is specifically intended and set forth that off road vehicles and machinery such as snowplows, refueling vehicles, hard surface brushing machinery and other off road vehicles shall not be subject to licensing requirements.

**Section 2-103 Repair of Motor Vehicles:**

No person shall clean or make any repairs to motor vehicles anywhere on the airport other than in designated shop areas, except those minor repairs necessary to remove such motor vehicles from the airport; nor shall any person move, interfere, or tamper with any motor vehicle, or put in motion any part thereof, or take, or use any motor vehicle part, instrument, or tool thereof, unless with the permission of the owner or satisfactory evidence of the right to do so duly presented to the Airport Manager.

**Section 2-104 Parking:**

- A. No person shall park a motor vehicle, for loading, unloading, or any other purpose, on the airport other than in areas specifically established for parking.
- B. No person shall abandon any motor vehicle on the airport.

Any motor vehicle parked on the airport more than 24 hours without the express written permission of the Airport Manager, except those vehicles parked in designated “Long Term Parking” areas, may be removed from the airport by the Airport Manager at the expense of the owner or user thereof or both. Any motor vehicle left in a “Long Term Parking” area more than 60 days without the express written permission of the Airport Manager may be removed from the airport by the Airport Manager at the expense of the owner or operator thereof or both.

- C. No motor vehicle shall be parked in any manner so as to obstruct any roadway, taxiway, or runway, nor in aircraft parking areas, nor on grass areas.
- D. No parking shall be allowed in T-hangar areas except for persons departing on aircraft hangared there, and such person's vehicles are parked inside the hangar where the aircraft was stored, or adjacent to the hangar in such a manner so as to not obstruct adjoining hangars.
- E. The Airport Manager shall have the authority to tow or otherwise move motor vehicles which are parked on the airport in violation of the regulations of the airport, at the owner's or operator's expense and without liability for damage which may result in the course of such moving.
- F. The Airport Manager shall have a right under the terms of these Bylaws, Rules, and Regulations to install traffic control devices prohibiting parking at any site on airport property under Section 39-602 R.R.S. Nebr. 1987 (63) & (105). The NO PARKING signs shall be of the size and type authorized and used by the City of Norfolk, NE or other similar type signs.

#### **Section 2-105 Courtesy Car:**

The Airport Authority does sponsor a courtesy car. The Airport Manager and all Authority employees are discouraged from lending personal vehicles to airport visitors, though doing so is not prohibited. The Authority assumes no responsibility to the lender, the borrower, or any third party for any loss or damage occurring as a result thereof.

#### **Section 2-106 Authority Owned Vehicles:**

Authority owned vehicles shall be operated only by members of the Authority, the Airport Manager, employees of the Authority, or independent contractors of the Authority as authorized by the Airport Manager, for airport business; provided however, an airport authority courtesy car may be operated by general aviation pilots and passengers flying into Karl Stefan Memorial Airport for temporary use off the airport premises; provided however, that any such person shall have a valid motor vehicle operator's license issued by his or her state of origin.

## **CHAPTER 3**

### **AIRCRAFT OPERATIONS**

#### **Section 3-101 Aeronautical Activities:**

All aeronautical activities at this airport and all flying of aircraft departing from or arriving in the airspace above the airport shall be conducted in conformity with current or future pertinent regulations and directives of the Federal Aviation Administration, the Nebraska Department of Aeronautics, the Norfolk Airport Authority, and, to the extent applicable with orders issued by the Airport Manager.

#### **Section 3-102 Registration:**

All owners of aircraft based on the airport shall register their aircraft with the Airport Manager, on a form provided by the Airport Manager within 10 days from date aircraft is based on the airport. Any change in ownership will require a new registration.

#### **Section 3-103 Accident Reports:**

Persons involved in an aircraft accident or incident occurring on the airport shall make a full written report thereof to the Airport Manager as soon after the accident as possible, but in any case within 7 days of the accident. When a written report of an accident is required by the Federal Air Regulations or Safety Investigation Regulation of the National Transportation Safety

Board, a copy of such report may be submitted to the Airport Manager in lieu of the report required.

### **Section 3-104 Refusal of Clearance and Airport Use:**

The Airport Manager may delay or restrict any flight or other operations at the airport for any reason which he believes to be reasonable under the circumstances then existing. The Airport Manager may also prohibit in all or in any part the use of the airport for any purpose or by any person within the limits prescribed by: Federal, State, or local laws, rules and regulations, grant agreements, and any other contracts.

### **Section 3-105 Closing of Airport:**

In the event the Airport Manager believes airport conditions to be unsafe for landing or takeoff, or public conveyance, it shall be within his authority to close the airport, or any portion thereof, and to notify the Federal Aviation Administration of such fact for the purpose of issuance of a Notice to Airmen (NOTAM) thereon.

### **Section 3-106 Disabled, Abandoned, Contraband Carrying or Illegally Parked Aircraft**

- A. All disabled, abandoned, contraband carrying, or illegally parked aircraft and parts thereof so determined by the Airport Manager shall be removed from the disabled, abandoned, contraband carrying or illegally parked location of said aircraft on the airport by the Airport Manager or Airport Manager may, pursuant to his decision, allow the owner or a legally authorized representative of a governmental agency to move said aircraft to a site chosen by the Airport Manager on the airport or have the aircraft moved from the airport. In the event of an accident coming within the purvey of the Federal Air regulations of the Federal Aviation Administration or Safety Investigation regulations of the National Transportation Safety Board, then those authorized employees of said governmental agencies shall have the right to move said aircraft.
- B. If the Pilot in Command of, or the owner of, a disabled, abandoned, contraband carrying, or illegally parked aircraft refuses to move said aircraft forthwith after being so directed by the Airport Manager or an authorized employee of such federal agencies aforementioned in Section 3-106A, where applicable, said aircraft or part may be removed by the Airport Manager at the owner's or operator's expense or both, and without liability for damage which may result in the course of or after such removal.

### **Section 3-107 Repair and Construction of Aircraft:**

No person shall repair or construct any aircraft, aircraft engine, propeller, or apparatus on any portion of the airport other than those areas specifically designated for such purpose by these Bylaws, Rules, and Regulations, except that:

- A. Minor adjustments may be made to an aircraft while said aircraft is parked on a loading apron in preparation for departure and where such adjustment is necessary to prevent a delayed departure of said aircraft and such adjustment is performed by a person qualified by the Federal Aviation Administration to perform such adjustment and said person is further authorized to perform such adjustment in accordance with Section 9-104 of these Bylaws, Rules, and Regulations or where said person has obtained an Emergency Maintenance Permit from the Norfolk Airport Authority;
- B. Preventative maintenance, as described in FAR Part 43 app. A (c), may be performed on an aircraft in said aircraft's own leased hangar, subject to the provisions of these Bylaws, Rules, and Regulations, provided that the preventive maintenance is performed by the owner or operator of said aircraft and that said owner or operator is qualified by the Federal Aviation Administration to perform such preventive maintenance;
- C. An experimental aircraft, upon approval of the Federal Aviation Administration for initial flight testing, may be maintained in said aircraft's own leased hangar by the owner of said aircraft subject to the provisions of these Bylaws, Rules, and Regulations, provided that the owner of said aircraft is authorized by the Federal Aviation Administration to perform such maintenance.

### **Section 3-108 Engine Run-up:**

No person shall start or run any aircraft engine in any hangar or other building on the airport, nor perform any run-up or prolonged engine test operation in any area on the airport other than designated run-up areas adjacent to the runways. Short test runs for making adjustments may be performed on the apron next to a designated aircraft repair shop provided the test run does not create a hazard or nuisance to other aircraft, persons or property.

### **Section 3-109 Parking Aircraft:**

No person shall park or cause to be parked any aircraft in any area other than that prescribed by the Airport manager. In no case shall any general aviation aircraft park or be parked in the area used by the scheduled air carriers, that area being the apron south of the double yellow line on the west side of the terminal building.

### **Section 3-110 Demonstration and Banner towing:**

No experimental flight or ground demonstrations shall be conducted on the airport without the express approval of the Airport Manager. No person shall conduct banner towing operations on the airport without first obtaining permission from the Airport Manager, or if the banner towing is a commercial operation as defined in these Bylaws, Rules, and Regulations, and said person has first obtained from the Norfolk Airport Authority a permit to conduct banner towing operations.

### **Section 3-111 Ultra Light Aircraft Operations:**

No person shall operate an ultralight aircraft on the airport, including take offs and landings, without written approval of the Airport Manager when the control zone is in effect. No person shall operate an Ultralight aircraft with written approval unless the operation is conducted in accordance with Federal Aviation Regulation Part 103.

### **Section 3-112 Property Damage:**

Any person damaging or destroying, by operation of an aircraft or otherwise, any property owned, leased, or operated by the Authority, shall report such damage to the Airport Manager's office immediately and shall be fully responsible for any costs required to repair or replace the damaged property of the Authority.

### **Section 3-113 Starting Aircraft:**

No person shall start or run, or cause to be started or run, any engine in any aircraft unless a competent, qualified person is in the aircraft attending to the engine controls, except that a competent, qualified person starting an aircraft which has no electric starting system may do so without being in the aircraft, provided the aircraft is not left unattended once the engine is running. No person shall start or run any aircraft engine in any hangar or other building on airport property.

### **Section 3-114 Take Off and Landing:**

No person may take off or land on any area of the airport other than the designated runways except that rotorcraft may operate from designated heliport areas or at such other place as specifically authorized by the Airport Manager.

## CHAPTER 4

### FUELING AND FLAMMABLES

#### **Section 4-101 Cleaning of Aircraft:**

No person shall use flammable volatile liquids having flash point of less than 110 degrees Fahrenheit in the cleaning of aircraft, aircraft engines, propellers, accessories, or for any other purpose, unless such operations are conducted in open air or in a room specifically set aside for that purpose, which room must be properly fireproofed, ventilated, and equipped with adequate and readily accessible fire extinguishing apparatus, as determined by the State Fire Marshall's office. All rules and regulations from the EPA and DEC concerning use of cleaning liquids used in the above described operations must be adhered to by the person conducting such operations.

#### **Section 4-102 Storage:**

- A. No person shall keep or store any flammable liquids, gases, signal flares or other similar material, in any hangar or other building on the airport; PROVIDED that such materials may be kept in an aircraft for such purpose, or in rooms or areas specifically approved for storage of such materials as determined by the State Fire Marshall's office, and approved by the Airport Manager.
- B. Lessees shall provide suitable receptacles with covers for the storage of waste, rags, and other rubbish. All used waste and rags or other rubbish shall be removed by the lessee at least once each week. Lessee may contract with other agencies or persons for removal of

this material, but under no circumstances shall the Airport Authority be responsible for the removal of such materials.

#### **Section 4-103 Doping:**

No person shall conduct the aircraft recovering process commonly known as “doping” in any T-hangar or other building on the airport except that “doping” may be conducted in a building which is specifically approved for such operation as determined by the State Fire Marshall’s office, furthermore subject to the provisions of regulation Section 3-107.

#### **Section 4-104 Fueling Operations:**

All fueling operations on this airport are subject to the following regulations:

- A. No aircraft shall be fueled or defueled while the engine is running or being warmed by application of exterior heat, or while such aircraft is in a hangar or enclosed space except that designated Lifeguard or similar emergency rotorcraft may be fueled with the engine running provided that the person conducting the fueling operation has received training in the fueling of running aircraft as provided by the operator of the aircraft being fueled.
- B. No person shall smoke within 100 feet of an aircraft being fueled or defueled.
- C. No person shall operate any radio transmitter or receiver or switch electrical appliances on or off in an aircraft during fueling or defueling operations.
- D. No person shall use any material during fueling or defueling operations which is likely to cause a spark or be a source of ignition.
- E. Adequate fire extinguishers shall be within easy reach of all persons engaged in fueling or defueling of aircraft.
- F. No person shall start the engine of any aircraft when there is any gasoline or other flammable liquid on the ground under such aircraft.

#### **Section 4-105 Storage of Fuel:**

No person shall store fuel of any kind in any amount on the airport except in approved; 1. Storage systems. 2. Refueling vehicles. 3. Containers. No person shall store fuel of any kind in any T-hangar or other building on the airport except that fuel may be kept in the fuel tanks of aircraft stored in such -hangar or other building.

#### **Section 4-106 Other Regulations:**

All regulations of the Norfolk Fire Department, the State Fire Marshall and the National Board of Fire Underwriters shall be adhered to with regard to all aspects of fueling and handling of flammables.

**Section 4-107 Liquid Disposal:**

No person shall dispose of any fuels, oils, paints, dopes, solvents or acids in any drains, basins, ditches or elsewhere on the airport.

**CHAPTER 5**

**PUBLIC AND TENANT USAGE**

**Section 5-101 Disorderly Conduct:**

No person shall be or become intoxicated or drunk, be or come under the influence of any drug not prescribed by a licensed doctor for that person, commit any disorderly, obscene or indecent act, or commit any act of nuisance, nor conduct or engage in any games of chance on the airport.

**Section 5-102 Preservation of Property:**

No person shall steal, convert to that person's own use, destroy, injure, deface or disturb in any way, any buildings, sign, equipment, marker, or other structure, tree, flower, lawn, or other property belonging to the Airport Authority or the City of Norfolk. No person shall alter, make additions to, or erect any building, sign, or other structure nor make any excavation on the airport without the express written permission of the Airport Authority. No person shall damage, destroy, alter, or otherwise change or remove any property belonging to another party and located on the airport unless satisfactory authorization to do so is duly presented to the Airport Manager.

### **Section 5-103 Weapons, Explosives, and Pyrotechnics:**

No person except peace officers, duly authorized Post Office, or airport, or air carrier employees or members of the United States Armed Services on official duty shall carry any loaded weapons, explosives, or pyrotechnics on the airport except unloaded sporting guns carried in approved cases for shipment on aircraft.

### **Section 5-104 Leased Hangars:**

Authority retains the right to reenter leased premises, from time to time, without further notice, to monitor compliance with the lease agreement and for emergency purposes related to safety, security, and operation and maintenance of the airport facility. A master key for each lock shall be kept by the airport manager on behalf of the Authority.

### **Section 5-105 Interference with Airport Manager:**

No person shall obstruct, prevent or in any way interfere with the Airport Manager in the performance of the Airport Managers duties PROVIDED that such performance is within the scope of his duties as Airport Manager.

### **Section 5-106 Interfering or Tampering with Aircraft:**

No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments, tools, or accessories without permission of the owner thereof or by specific direction of the Airport Manager.

### **Section 5-107 Restricted Areas:**

No person shall enter upon any runway, taxiway, or apron, aircraft movement area or other areas designated as restricted, except persons assigned to duties therein, persons authorized by the Airport Manager, passengers under the supervision of an air carrier agent or pilot of the aircraft being boarded or deplaned, and pilots and crew of aircraft located on the apron areas.

### **Section 5-108 Restricted Area – Ag Applicators Ramp:**

No person shall enter the restricted area known as Tract J., Ag Applicators ramp. Tract “J” is anything west of the fence on the west side of hangars. It doesn’t matter if the gates are closed or open. The area inside the hangars are also restricted. Non-employees need to be escorted.

### **Section 5-109 Use of Roads, Walks, and Ways:**

- A. No person shall travel on any part of the airport other than on roads, walks, or ways provided for the particular class of traffic, unless authorized in writing by the Airport Manager.
- B. No person shall occupy the roads, walks, or ways in such a manner as to hinder or obstruct their proper use.

### **Section 5-110 Loitering and refusal to Comply:**

No person shall loiter or loaf on any part of the airport or in any building on the airport; nor shall any person come upon or use the airport, except while traveling through as a passenger on an interstate bus or taxicab or while enplaning or deplaning as a passenger on an aircraft operating on the airport, after such a person has been denied the use of the airport by the Airport Manager. An person or persons who shall refuse to comply with these applicable rules and regulations, after proper request to do so by the Airport Manger, shall be requested to leave the airport, and in the event of his or their failure to comply with a proper request to abide by the regulations of the Airport Authority shall be regarded a trespasser.

### **Section 5-111 Use of shops and leased space:**

All shops, hangars, equipment, and facilities, including the land on which any shops, hangars, equipment, and facilities may be located, except those T-hangars leased solely for the purpose of storing aircraft, are expressly leased to the owner or lessee for the conduct of the owner's or lessee's business and operations, said business or operations as authorized by written agreement with the Norfolk Airport Authority. No person other than the owner or lessee or their employees shall make use of these facilities. No person shall loiter around such premises without the specific permission of the owner or lessee.

### **Section 5-112 Conduct of Commercial Operations:**

- A. No person shall engage in any business or commercial operation of any nature whatsoever, including advertising, on the airport unless and until such person obtains a permit from the Airport Authority to conduct such business or commercial operation under the terms and conditions the Authority may prescribe.
- B. No person shall solicit business, fares, alms, or funds for any purpose, on the airport, without the written permission of the Airport Manager or the Norfolk Airport Authority.

### **Section 5-113 Open Flame Operations:**

No person shall conduct any open-flame operations in any hangar, building, facility, or any other place on the airport unless specifically authorized in writing by the Airport Manager

### **Section 5-114 Smoking:**

No person shall smoke on the airport aprons, in any hangar or shop, service station area, gasoline storage areas, refueling vehicles, or in any building, room or other place on the airport where smoking is specifically prohibited. No person shall smoke within 100 feet of any fueling or defueling operation.

**Section 5-115 Trash containers:**

No person shall keep uncovered trash containers in any area on the airport. No person shall use any vehicle for hauling trash, dirt, or any other materials, on the airport, unless such vehicle is constructed so as to prevent the contents thereof from blowing, dropping, sifting, leaking, or otherwise escaping therefrom. Areas to be used for trash or garbage containers shall be designated by the Airport Manager and no other areas shall be used. Such designated areas shall be kept clean and sanitary at all times by the person or persons who use the areas.

**Section 5-116 Floor and Ramp care:**

All lessees or tenants on the airport shall keep the floors of the hangars, hangar areas, aprons, and ramp areas, leased by them respectively, or used in their operations, clean and clear of oil, grease, and other materials or stains, except as may be provided to the contrary in any specific leases or contracts.

**Section 5-117 Storage of Equipment; T-Hangars:**

No person shall, on the airport, store or stack any material or equipment in such a manner as to constitute a hazard to persons or property. No tenant or other person shall use any T-hangar for any commercial purpose or activity of any kind, unless specifically authorized by written contract with the Airport Authority to do so. No person shall store anything other than such persons own personal property in any T-hangar leased by such person from the Authority except that such person may store aircraft which are leased or rented to that person.

**Section 5-118 Equipment in Apron Areas:**

All ramp equipment shall be parked or kept in a neat and orderly manner. No receptacles, chests, cases, housings, or other items shall remain on the apron or the ramp areas that do not fit in with the general architecture and cleanliness standards of the rest of the installation. Final approval of such items rests with the Airport Manager.

**Section 5-119 Maintenance:**

All tenants shall maintain their leased property in such condition of repair, cleanliness, and general maintenance as shall be acceptable to the Airport Authority and in accordance with their individual lease agreements.

**Section 5-120 Fire Fighting Equipment:**

All commercial operators shall supply and maintain such adequate and readily available fire extinguishers as approved by Fire Underwriters for the particular hazard involved.

**Section 5-121 Damages:**

Tenants, lessees, grantees, and others who may be on airport property shall be fully responsible for all damages to buildings, equipment and real property and appurtenances in the ownership or custody of the Airport Authority, its tenants, or others, caused by negligence, abuse, carelessness, or willful misconduct on the part of themselves, their employees, agents, customers, visitors, suppliers, or persons with whom they may do business, or whom they may cause to come upon airport property.

**Section 5-122 Hunting and Discharge of Firearms:**

No person shall hunt or discharge any firearm on airport property except as may be authorized by the Airport Authority or Airport Manager for the elimination of nuisance animals or pests, except that any and all peace officers are exempt from this section, as necessary, in the performance of their duties as peace officers.

**Section 5-123 Use of other law Enforcement Agencies:**

The Norfolk Police Department and/or the Madison County Sheriff's Department may be called upon by the Airport Authority, Airport Manager or by an employee of the Authority for assistance and action as may be deemed necessary.

**Section 5-124 Unicom Radio:**

The Unicom radio license for Karl Stefan Memorial Airport is issued to the Norfolk Airport Authority by the Federal Communications Commission, on an assigned frequency of 122.7 MHz. The Authority may, at its discretion, assign the operation of the Unicom to a Fixed Base Operator PROVIDED that the Fixed Base Operator shall operate the radio in such a manner as to provide the desired radio service daily. Such Fixed Base Operator shall maintain a valid, written FBO Permit with the Authority. Operational control of the Unicom radio shall remain with the Authority, who may operate the Unicom radio at any time without regard to such assignment of operation to a Fixed Base Operator.

**Section 5-125 Personal Property Tax Assessment:**

All owners of aircraft hangared or otherwise based at this airport shall report as required by state law annually to the Madison County Assessor as to the right where said aircraft is based for personal property tax purposes. Upon inquiry by the Madison County Assessor or a duly authorized employee of that office, the Airport Manager shall be authorized to furnish any leases or other documents relative to any aircraft hangared or parked on this airport to said authorized inquiring person and grant said authorized person access to any hangar for the purpose of observing or making notes relative to said observation of any aircraft in any hangar.

### **Section 5-126 Livestock:**

No livestock shall be allowed on Karl Stefan Memorial Airport property without the written consent of the Airport Manager or a written farm lease between the tenant and the Norfolk Airport Authority which lease includes livestock operations and then in no instance except for transportation by truck or airplane, of livestock shall said livestock be allowed on any runway, taxiway, apron or other restricted areas of the airport. All livestock, when authorized on airport property for grazing, feeding, or holding purposes, must be contained within a fenced area, said fencing to be constructed and maintained at all times to contain said livestock pursuant, to authorization by the Airport Manager. That the livestock, except for transportation purposes as heretofore provided, shall, while on airport property, be restricted to farming operations areas as depicted on the Karl Stefan Memorial Airport official Airport Layout Plan. The terms and conditions of a tenant having livestock on airport property must be specifically set forth in the tenant's lease with the Norfolk Airport Authority.

## **CHAPTER 6**

### **CONTRACTUAL TERMS OF PUBLIC OPERATIONS**

#### **Section 6-101 Terms - Non-Discrimination:**

All leases licenses, permits, and agreements between the Authority and any person, firm, or corporation who deals with the public shall be deemed to include the following provisions:

- A. The (licensee, lessee, permittee, etc. as appropriate) for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the (licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. The (licensee, lessee, permittee, etc., as appropriate) for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land: (1) no person on the grounds of race, color, religion, national origin, or sex, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and

the furnishing of services thereon, no person on the grounds of race, color, religion, national origin, or sex, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

- C. The (licensee, lessee, permittee, etc., as appropriate) assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, religion, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The (licensee, lessee, permittee, etc. as appropriate) assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The (licensee, lessee, permittee, etc., as appropriate) assures that it will require that its covered suborganizations provide assurances to the (licensee, lessee, permittee, etc., as appropriate) that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

#### **Section 6-102 Terms-Aeronautical Services:**

All leases, licenses, permits, and agreements between the Authority and any person, firm, or corporation who provides aeronautical services to the public shall be deemed to include the following provisions:

- A. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- B. (Licensee, lessee, permittee, etc., as appropriate) agrees to furnish service on a fair, equal , and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; PROVIDED that (licensee, lessee, permittee, etc., as appropriate) may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

## CHAPTER 7

### GENERAL CONTRACTUAL TERMS

All leases, licenses, permits, and agreements between the Authority and any person, firm, or corporation shall be deemed to include the following provisions when incorporated therein by reference:

- A. The Authority reserves the right (but shall not be obligated to licensee or lessee) to maintain and keep in repair the landing area of the airport, and all publicly owned facilities of the airport, together with the right to direct and control all activities of the licensee or lessee in this regard.
- B. The Authority reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit regardless of the desires or views of licensees or lessees, and without interference or hindrance.
- C. The Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent licensee or lessee from erecting, or permitting to be erected, any building, or other structure on the airport which, in the opinion of the Authority, would limit the usefulness of the airport or constitute a hazard to aircraft.
- D. During time of war or other national emergency the Authority shall have the right to enter into an agreement with the United States Government for military or naval use of part or all

of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of any agreement with the Authority, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

- E. It is understood and agreed that the rights granted by any agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the airport.
- F. There is hereby reserved to the authority, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises conveyed by any lease or other agreement, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.
- G. The terms of any lease or agreement shall become subordinate to provisions if any existing or future agreement between the Authority and the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

## **CHAPTER 8**

### **AERIAL SPRAYING, CROP DUSTING & FERTILIZING**

#### **Section 8-101 Aerial Spraying Contractual Terms:**

No person shall conduct any aerial spraying, crop dusting, fertilizing, or other aerial application operation on or from the airport unless and until a permit to do so is issued by the Authority.

All leases, licenses, permits, and agreements between the Authority and any person, firm, or corporation (hereinafter called Licensee or Lessee) engaging in the business of aerial spraying, crop dusting, or fertilizing shall be deemed to include the following provisions when incorporated therein by reference:

- A. The following rules, regulations, and procedures shall be strictly adhered to during the use of and operation on the aerial applicators apron, known as TRACT J, which shall be the **ONLY** area of the airport approved for the loading and unloading operations of aerial applicators.
- B. Licensee shall use the aerial applicators apron while charging or discharging chemicals on, to, or from an application aircraft, or the washing of same. The valve controlling chemical or water flow from the applicators apron shall be operated so that the valve to the drainage ditch shall be closed. Any chemical spillage shall be washed from the apron surface and removed by the Licensee as soon as possible, but in any case before the Licensee leaves the apron.

- C. The water supply hoses shall be used only for the chemical mixing and washing of aircraft while on the apron and washing of apron after use. All necessary safety precautions shall be followed in handling and storing the hose. The Licensee shall maintain a sign adjacent to each hydrant indicating “Water not fit for human consumption-POISON!” or similar notice.
- D. Licensee shall be required to furnish the Authority with proof of a current Nebraska Aerial Pesticide Applicators Certificate to assure that proper training in the handling of chemicals has been received, and will be applied when operating on and in the vicinity of the airport. All persons handling chemicals will do so in accordance with label instructions. Licensee shall further provide the Norfolk Airport Authority with a certificate of insurance to cover the Licensee’s operations as respects the use of Karl Stefan Memorial Airport, with a combined single limit bodily injury and property damage coverage of not less than \$300,000, and shall name the Norfolk Airport Authority and the City of Norfolk, NE as additional named insureds on such policy.
- E. During those times when the aerial applicators apron is not being used for loading or unloading or washing of application aircraft, the valves shall be positioned so that any precipitation on the apron will drain directly into the adjacent open drainage course. The valve shall be positioned at the end of each days operations.

## Chapter 9

### FIXED BASE OPERATORS REQUIREMENTS

#### Section 9-101 Services Required:

The Norfolk Airport Authority desires one or more fixed base operators capable of providing any one or more of the following services.

- A. Aircraft sales
- B. Fuel Sales
- C. Airframe and powerplant repair
- D. Air Taxi Service
- E. Aerial photography
- F. Flight training
- G. Aircraft rental
- H. Aircraft storage
- I. Powerline and similar patrol
- J. Aerial application (including aerial application of agricultural pesticides, insecticides, fertilizers, etc.)

The services may be provided by one individual or by a combination of individuals, as the fixed base operator may determine. The fixed base operator may provide multiple services using the same aircraft by supplying aircraft meeting requirements for more than one category of service. Services not specified may be provided at the option of the fixed base operator.

### **Section 9-102 Terms:**

All services shall be provided under a written contract, known as an FBO permit, for an initial period commencing with the date of permit execution until December 31 of the year in which the FBO permit is first written, with subsequent renewals on an annual basis, from January 1 through December 31.

The contract will provide that all services be provided on a competitively priced basis, reasonably compared to other fixed base operations of similar size, in Nebraska. The fees charged to any fixed base operator shall be determined by the Authority on a non-discriminatory basis, considering the available facilities for such operations. When such operations would require construction of additional facilities, the Authority shall require the fixed base operator to pay for the cost of such construction, which construction shall be subject to approval by the Authority, in writing, prior to the start of such construction.

### **Section 9-103 Basic Requirements:**

The Authority requires a basic insurance coverage of:

- A. Comprehensive Personal Injury and Property Damage Liability:
  - \$100,000 per person
  - \$300,000 per occurrence;
  
- B. Aircraft Liability, including Bodily Injury, Property Damage, and Passenger Liability:
  - \$100,000 per person
  - \$300,000 per occurrence;
  
- C. Student and Renter pilot coverage (if aircraft rental and/or flight training is provided):
  - \$100,000 per person
  - \$300,000 per occurrence;
  
- D. Hangarkeepers Liability (if space is rented to others for storage of aircraft):
  - \$ 20,000 per aircraft
  - \$100,000 per occurrence;

Certificates evidencing insurance coverage shall be supplied to the Authority annually, prior to the commencement of each annual FBO permit being granted and all policies shall contain a clause requiring notice to the Authority before cancellation or non-renewal of at least ten (10) working days. All policies shall name the Norfolk Airport Authority and the City of Norfolk as additional named insureds. The policies provided may include activities at another location, and may provide separate limits, so long as the coverage provided is equivalent to that required above.

The Authority requires a full fixed base operator to provide sufficient office and hangar space to accommodate the services provided. At a minimum, one office room and hangar space for at least one aircraft, located on the airport, shall be provided.

The Authority requires a full fixed base operator to provide a business telephone installed utilizing a Norfolk exchange number in the business office of the fixed base operator, to be attended during regular business hours (8 AM to 5 PM) daily, except that FBO's who do not provide charter, aircraft rental, or aircraft maintenance need not attend their business phones during weekends or holidays.

#### **Section 9-104 Special Requirements – A & P Repair:**

Fixed base operators who are authorized by permit with the Authority to provide airframe and powerplant repair shall provide at least one person holding current FAA certificates with ratings and authorizations appropriate for the work being performed.

The fixed base operator shall supply sufficient equipment, supplies, and availability of parts to perform maintenance in accordance with manufacturers recommendations or equivalent. Inventories of parts and supplies may be consolidated with activities at another location, so long as basic supplies are available within 24 hours.

The fixed base operator shall assure that service is available locally from 8 AM to 5 PM Monday through Friday, with on call service available on weekends. Holiday service need not be provided.

#### **Section 9-105 Special Requirements – Air Taxi:**

The fixed base operator shall be appropriately authorized by the FAA to conduct air taxi operations in accordance with FAR Part 135.

The fixed base operator shall provide at least one FAA certified commercial pilot who is appropriately rated to conduct air taxi service in accordance with FAR Part 135.

The fixed base operator shall own or have exclusively leased to him in writing at least one four-place aircraft meeting all the requirements of the Air-Taxi/Commercial operators certificate he is required to hold in accordance with FAR Part 135.

The fixed base operator shall be prepared to provide air taxi service on demand, with reasonable time allowed for departure preparation.

#### **Section 9-106 Special Requirements – Flight Training:**

The fixed base operator shall provide at least one person properly certified by the FAA as a flight instructor who is authorized to give the types of instruction offered.

The fixed base operator shall own or have leased to him in writing at least one properly certified aircraft equipped for flight instruction. The aircraft shall be available for solo as well as dual flight instruction.

The fixed base operator shall assure flight training is locally available daily at least during business hours of 8 AM to 5 PM, including weekends.

#### **Section 9-107 Special Requirements – Other operations:**

The fixed base operator shall not provide any service for which he is not qualified by the appropriate agency, or for which he is not properly equipped to handle. No person shall provide any service which is not specifically authorized by written agreement with the Authority.

## **Chapter 10**

### **AIR CARRIER OPERATIONS**

#### **Section 10-101 Air Carrier Operations:**

The Norfolk Airport Authority desires to obtain the services of one or more scheduled air carriers for the transportation of passengers and cargo to destinations as may be determined by several factors including but not limited to, community needs, air carrier studies, and industry trends.

Scheduled air carriers operating on the airport shall do so under the provisions of a written agreement between the Authority and the scheduled air carrier, which agreement will include the use of these rules and regulations. The written agreement will be for an initial period of time commencing with the execution of the written agreement until December 31<sup>st</sup> of the year the agreement is first written. Additional agreements will be for a one year period from January 1<sup>st</sup> through December 31<sup>st</sup>.

The fees charged to any scheduled air carrier shall be determined by the Authority on a non-discriminatory basis, considering the available facilities for such operations. When such operations would require construction of additional facilities, the Authority shall require the scheduled air carrier to pay for the cost of such construction, which construction shall be subject to approval by the Authority, in writing, prior to the start of such construction.

The scheduled air carrier shall provide all necessary equipment, personnel, and supplies to conduct their operations to include the training of staff on operations conducted on the airport.

The Authority requires a basic insurance coverage of:

Combined single limit bodily injury and Property Damage including passengers:

- \$ 20,000,000 each occurrence

The Norfolk Airport Authority and the City of Norfolk, NE shall be named as additional insureds with respect to liability arising out of operations conducted by the named insured at Karl Stefan Memorial Airport, in the amount:

Combined single limit bodily injury and Property Damage including passengers:

- \$ 1,000,000 each occurrence

This amount may be a part of, and not an addition to, the limit of liability of the air carrier's policy, and all policies shall contain a clause requiring notice to the Authority of intent to cancel or not renew such policies, at least ten (10) working days prior to such cancellation or non-renewal.

## CHAPTER 11

### FARMING OPERATIONS

#### **Section 11-101 General Information:**

The general description of the airport property is as follows:

945.25 acres of real estate located in Madison County, Nebraska.

- a. S  $\frac{1}{2}$  4-24-1
- b. E  $\frac{1}{2}$  9-23-1
- c. E  $\frac{1}{2}$  W  $\frac{1}{2}$  9-23-1
- d. E  $\frac{1}{4}$  NW  $\frac{1}{4}$  16-23-1
- e. E  $\frac{1}{2}$  W  $\frac{1}{2}$  NW  $\frac{1}{4}$  16-23-1
- f. Parcel NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  (125 acres)
- g. All of the South  $\frac{1}{2}$  section 5-23-1. East of the Union Pacific railroad right of way.
- h. SE corner of SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  section 9-23-1 inclusive of NE corner of NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  section 9-23-1
- i. Lots, 1, 2, 3 and 4, Murphy's Addition in the South Half of the Northwest Quarter ( S  $\frac{1}{2}$  NW  $\frac{1}{4}$  ) of Section 16, Township 23 North, Range 1 West of the 6<sup>th</sup> P.M., in Madison County, Nebraska.

All West of the 6<sup>th</sup> P.M. Madison County, Nebraska.

The Airport Manager under the direction of the Airport Authority, will oversee all the farming, haying and grazing operations on the airport.

Under no circumstances shall a farm tenant obligate Authority funds for any purpose, and Authority assumes no liability for same.

Tenant shall yield possession of the premises to the Authority at the expiration of any lease without further notice.

The Authority shall not approve any farm agreement that does not provide for at least the following insurance:

- a. Workers Compensation insurance in compliance with the laws of the State of Nebraska.
- b. Comprehensive General Liability insurance with respect to the tenants use and occupancy of the premises and all operations incidental thereto, with limits of not less than \$ 300,000 for bodily injury liability each occurrence and \$ 100,000 for property damage liability each occurrence.
- c. The Norfolk Airport Authority and the City of Norfolk shall be named as additional names insureds under the Comprehensive General Liability policy, which shall contain the provision the Authority be notified of intent to cancel or not renew at least ten (10) working days prior to such cancellation or non-renewal.

## **CHAPTER 12**

### **MISCELLANEOUS LAND LEASES**

#### **Section 12-101 General Information:**

The Norfolk Airport Authority may, from time to time, issue written land leases to persons who may desire to conduct non-commercial activities on a specific portion of airport property. Commercial activities are not authorized by this type of land lease.

#### **Section 12-102 Terms:**

All leases granted by the Authority under this Chapter shall be under the terms of a written agreement, which shall include, but is not limited to, the following:

1. The lease period may be for any length of time authorized by the Authority, which period of time shall be specified in the lease agreement;
2. The provisions of these Bylaws, Rules, and Regulations shall be applicable to all lease agreements granted under this Chapter;

3. Tenant shall not disturb any of the premises land leased and no improvements are to be made to leased premises without written authorization of Authority, in advance, to do so;
4. Any premises leased under the provisions of this Chapter shall be subject to all proper aeronautical usage of said premises which may be performed thereon;
5. Failure to comply with any of the terms of any lease granted under this Chapter shall be grounds for immediate loss of use of leased premises, and failure to cure any default within 5 days of written notice by Authority of such default shall be grounds for cancellation of said lease;
6. Commercial operations are prohibited without the written approval of the authority.
7. Any other terms the Authority may prescribe.

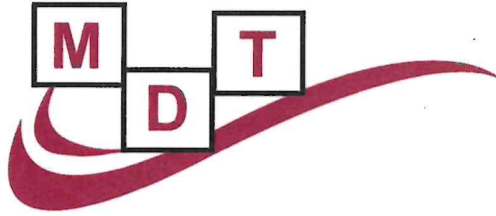
**Section 12-103 Other Provisions:**

1. Under no circumstances shall any tenant obligate the credit or funds of the authority, and the Authority assumes no liability for same;
2. Tenant shall yield possession of the leased premises to the Authority at the expiration of any lease without further notice.

**Section 12-104 Insurance:**

The Authority shall not approve any land lease under this Chapter that does not provide for at least the following insurance coverage by tenant:

A comprehensive general liability policy with a \$ 300,000 aggregate and a \$ 300,000 per occurrence limit including a \$ 5000 medical coverage limit.



# MDT, LLC

## Certified Public Accountants

Address: 3204 Koenigstein Ave. Suite 200, Norfolk, NE 68701 • Phone: 402-371-5300 • Fax: 402-562-6134

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March 5, 2026

To the Board of the  
Norfolk Airport Authority  
PO Box 1343  
Norfolk, NE 68701-1343

We are pleased to confirm our acceptance and understanding of the services we are to provide for Norfolk Airport Authority ("the Airport Authority") for the year ended July 31, 2026.

You have requested that we perform a compilation engagement with respect to the financial statements of the Airport Authority, which comprise the annual and quarterly statement of cash receipts and disbursements for the year ended July 31, 2026. These financial statements will not include statements of cash flows and related notes to the financial statements. You have also requested that we prepare the Supplementary Schedules 1 and 2 Summary Cash Receipts and Disbursements and the Fuel Margin Report based on information provided by you.

### **Our Responsibilities**

The objective of our engagement is to apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Airport Authority or noncompliance with laws and regulations.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any

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While MDT, LLC is a CPA firm, licensed in Nebraska and regulated by the Nebraska Board of Public Accountancy, the service you may receive from Cruise & Associates Inc., or its affiliates are not provided by a licensed CPA firm and are not regulated by this same board. There may be overlapping services with the CPA firm, therefore, if you are uncertain which entity is providing any of the services, you should ask for clarification from the individual providing such service.

consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in the presentation of the financial statements in accordance with the cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of the cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with the cash basis of accounting.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 4) The prevention and detection of fraud.
- 5) To ensure that the Airport Authority complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
  - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - additional information that we may request from you for the purpose of the compilation engagement.
  - unrestricted access to persons within the Airport Authority of whom we determine it necessary to make inquiries.

### **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

The supplementary information accompanying the financial statements will be presented for purposes of additional analysis. Our report will not express an opinion, a conclusion, nor provide any assurance on such information.

Our report will disclose that the Airport Authority's management has elected to omit the statement of cash flows and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the statement of cash flows and omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the Airport Authority's financial position, results of operations, and cash flows. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

We are not independent with respect to the Airport Authority and will disclose that we are not independent in our compilation report.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to obtain our permission to do so.

**Other Relevant Information**

Jeff Thoene is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these compilation services will be \$6,000 (\$1,500 per quarter). The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*MDT, LLC*

MDT, LLC

This letter correctly sets forth the understanding of Norfolk Airport Authority.

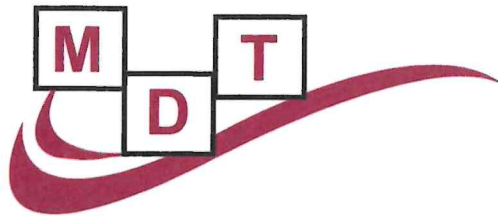
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Signature

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Title

NORFOLK AIRPORT AUTHORITY  
ACCOUNTANT'S COMPILATION REPORT  
JANUARY 31, 2026



# MDT, LLC

## Certified Public Accountants

Address: 3204 Koenigstein Ave. Suite 200, Norfolk, NE 68701 • Phone: 402-371-5300 • Fax: 402-562-6134

### ACCOUNTANT'S COMPILATION REPORT

To the Board of the  
Norfolk Airport Authority  
Norfolk, Nebraska

Management is responsible for the accompanying statement of cash receipts and disbursements of the Norfolk Airport Authority, for the 6 months ended January 31, 2026, which collectively comprise the Norfolk Airport Authority's statement of cash receipts and disbursements, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Norfolk Airport Authority's cash receipts and disbursements. Accordingly, the financial statements are not designed for those who are not informed about such matters.

It is also the Norfolk Airport Authority's policy to include the disbursements approved in the current months meeting as though the expenditures were paid on the last day of the previous month as these expenditures are the prior months bills, which is not considered a generally accepted modification of the cash basis of accounting. Management has not determined the effect of this departure of the financial statements.

The supplementary information contained in Schedules I and II is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

We are not independent with respect to Norfolk Airport Authority.

*MDT, LLC*

MDT, LLC  
Norfolk, Nebraska

March 9, 2026

Norfolk Airport Authority  
 Norfolk, Nebraska  
 Statement of Cash Receipts and Disbursements  
 For the Period August 1, 2025 to January 31, 2026  
 (Compilation)

	Year To Date
Total Cash Receipts for the Year to Date	\$ 1,060,884
Total Cash Disbursements for the Year to Date	939,412
Change in Cash	\$ 121,472
Cash Balance, Beginning	1,425,792
Cash Balance, Ending	\$ 1,547,264
Cash Balance Consists of:	
Elkhorn Valley Bank Checking Account	\$ 10,000
Elkhorn Valley Bank Money Market Account	636,928
Elkhorn Valley Bank Certificate of Deposit	1,000,000
Total	\$ 1,646,928
Deposits in Transit	-
Check List Not Cleared	(99,293)
Outstanding Checks	(371)
Book Balance, Elkhorn Valley Bank	\$ 1,547,264
Balance, Avfuel Corporation	-
Total Cash Balance	\$ 1,547,264

See Accountant's Compilation Report.

Norfolk Airport Authority  
 Norfolk, Nebraska  
 Statement of Cash Receipts and Disbursements  
 For the Period August 1, 2025 to January 31, 2026  
 (Compilation)

	Year to Date
Hangar Rent and Utilities:	
C-W	\$ 804
C-1	1,459
C-2	603
C-3	1,495
C-4	1,665
C-5	1,459
C-6	-
C-7	1,516
C-8	1,402
C-E	684
D-W	40
D-1	1,402
D-2	1,838
D-3	1,402
D-4	663
D-5	723
D-6	923
D-7	-
D-8	776
D-9	1,402
D-10	1,948
D-11	1,403
D-12	1,288
D-E	80
E-W	-
E-1	200
E-2	660
E-3	1,450
E-4	547
E-5	1,402
E-6	1,508
E-7	2,011
E-8	1,346
E-9	1,402
E-10	552
E-11	1,402
E-12	1,948
E-13	1,402
E-14	1,948

See Accountant's Compilation Report.

Norfolk Airport Authority  
 Norfolk, Nebraska  
 Statement of Cash Receipts and Disbursements  
 For the Period August 1, 2025 to January 31, 2026  
 (Compilation)

	Year to Date
Hangar Rent and Utilities (continued):	
E-15	1,402
T-1NW	3,854
T-2W	2,827
T-3W	2,902
T-4NE	3,284
T-5NE	-
T-6E	2,827
T-7E	2,827
T-8SE	-
Total Hangar Rent and Utilities	\$ 62,676
Other Rent:	
Other-Terminal Building	\$ 12,700
Total Other Rent	\$ 12,700
Land Leases, Hangar Leases, and Permits:	
M-1	\$ -
F-1	827
F-2 & G-2	8,470
F-3	660
G-1	542
G-3	600
G-4	3,795
G-4	2,651
G-4	5,141
G-4	1,760
L-1	2,519
L-1A & L2 & L-2A Bender Aviation	1,368
L-2A & EE	1,368
L-3	2,728
L-4	6,624
J-1 & J-2	5,280
J-3	-
M-1 Land Lease	1,609
Farm Land Hay	1,500
Land Leases	-
Norfolk Archery Club	-
Norfalcons	-
Aerial Applicator	4,000
Total	\$ 51,442

See Accountant's Compilation Report.

Norfolk Airport Authority  
 Norfolk, Nebraska  
 Statement of Cash Receipts and Disbursements  
 For the Period August 1, 2025 to January 31, 2026  
 (Compilation)

	Year to Date
<b>Other Cash Receipts:</b>	
Interest & Finance Receipts	\$ 12,225
Utility Reimbursements	16,289
Madison County Treasurer	313,964
AIP 027/028 Federal Reimbursements	51,942
AIP 029 Grant Reimbursement	184,369
Grant Reimbursement - Sink Hole	8,890
Refunds/Rebates	3,258
Miscellaneous	1,013
Equipment Sold	-
Total Other Cash Receipts	\$ 591,950
<b>Airport Authority FBO</b>	
Fuel and Oil	\$ 341,916
Equipment Sold	-
Miscellaneous	200
Total FBO Receipts	\$ 342,116
<b>City of Norfolk</b>	
Funds Advanced	\$ -
NE Department of Aeronautics Loan	\$ -
Bank Loan	\$ -
<b>Total Cash Receipts</b>	<b>\$ 1,060,884</b>

See Accountant's Compilation Report.

Norfolk Airport Authority  
Norfolk, Nebraska  
Statement of Cash Receipts and Disbursements  
For the Period August 1, 2025 to January 31, 2026  
(Compilation)

	<u>Year to Date</u>	<u>Total Year Budget</u>	<u>% of Budget</u>
<b>Personnel Services:</b>			
Management	\$ 46,125	\$ 174,080	26.5%
Contract Labor	-	-	N/A
Salaries and Wages	89,308	92,000	97.1%
Payroll Taxes	11,319	21,212	53.4%
Employee Benefits	8,568	16,000	53.6%
Professional Fees	33,315	39,880	83.5%
Total Personnel Services	<u>\$ 188,635</u>	<u>\$ 343,172</u>	<u>55.0%</u>
<b>Operating Cash Disbursements:</b>			
Insurance	\$ 27,976	\$ 67,721	41.3%
Electricity	9,791	25,555	38.3%
Natural Gas	5,090	11,323	45.0%
Telephone	1,823	4,502	40.5%
Refuse	2,605	5,500	47.4%
Other	-	-	N/A
Total Operating Cash Disbursements	<u>\$ 47,285</u>	<u>\$ 114,601</u>	<u>41.3%</u>
<b>Repairs and Maintenance:</b>			
		\$ 88,165	3.1%
Grounds and Runway	\$ 788		
Equipment	1,016		
Building	120		
Hangar	605		
Terminal	236		
Total Repairs and Maintenance	<u>\$ 2,765</u>	<u>\$ 88,165</u>	<u>3.1%</u>
<b>Other Cash Disbursements:</b>			
Gasoline and Fuel	\$ 2,597	\$ 9,055	28.7%
Supplies	2,384	6,958	34.3%
Miscellaneous	847	2,379	35.6%
Travel and Meetings	4,354	11,356	38.3%
Publication/ Advertising	160	4,924	3.2%
Dues & Subs	3,509	7,081	49.6%
Election Expenses	-	1,089	0.0%
Total Other Cash Disbursements	<u>\$ 13,851</u>	<u>\$ 42,842</u>	<u>32.3%</u>

See Accountant's Compilation Report.

Norfolk Airport Authority  
 Norfolk, Nebraska  
 Statement of Cash Receipts and Disbursements  
 For the Period August 1, 2025 to January 31, 2026  
 (Compilation)

	<u>Year to Date</u>	<u>Total Year Budget</u>	<u>% of Budget</u>
<b>Capital Expenditures-Non FBO:</b>			
City of Norfolk-Sewer Assessment	-	\$ 16,625	0.0%
City of Norfolk-Water Assessment	16,177	17,050	94.9%
Equipment	2,320	7,000	33.1%
Vehicle	22,910	-	N/A
Master Plan Update	194,072	340,000	57.1%
Pavement Rehabilitation Design	-	1,300,000	0.0%
Hanagar BIL Funds	97,005	1,175,200	8.3%
Total Capital Non FBO	<u>\$ 332,484</u>	<u>\$ 2,855,875</u>	<u>11.6%</u>
<b>Airport Authority FBO:</b>			
Capital Equipment	\$ 41,558	\$ 60,000	69.3%
Building Design Fees	-	250,000	0.0%
	<u>\$ 41,558</u>	<u>\$ 310,000</u>	<u>13.4%</u>
<b>Cash Disbursements:</b>			
Sales Tax	\$ 405	\$ -	N/A
Fuel & Oil for Resale	224,965	700,000	32.1%
Wages	41,245	114,006	36.2%
Payroll Taxes	3,155	9,088	34.7%
Employee Benefits	2,371	-	N/A
Professional Fees	4,000	-	N/A
Advertising	-	-	N/A
Oxygen	842	-	N/A
Dues-Subscriptions	194	-	N/A
Insurance	-	-	N/A
Electricity	933	2,662	35.0%
Natural Gas	982	2,074	47.3%
Telephone	1,469	5,498	26.7%
Vehicle Fuel	768	2,439	31.5%
Repairs:		11,835	64.5%
Ground and Runway	1,125		
Equipment	5,912		
Buildings	598		
Hangar	-		
Supplies	1,421	5,042	28.2%
Credit Card Fees	945	13,634	6.9%
Total Non-Capital FBO	<u>\$ 291,330</u>	<u>\$ 866,278</u>	<u>33.6%</u>

See Accountant's Compilation Report.

Norfolk Airport Authority  
 Norfolk, Nebraska  
 Statement of Cash Receipts and Disbursements  
 For the Period August 1, 2025 to January 31, 2026  
 (Compilation)

	<u>Year to Date</u>	<u>Total Year Budget</u>	<u>% of Budget</u>
Bond Principal	\$ -	\$ -	N/A
Bond Interest	-	-	N/A
Total Bond Principal and Interest	<u>\$ -</u>	<u>\$ -</u>	<u>N/A</u>
Bank Loan-LOC	\$ -	\$ -	N/A
Bank Interest	-	-	N/A
Total Bank Loan and Interest	<u>\$ -</u>	<u>\$ -</u>	<u>N/A</u>
Nebraska Department of Aeronautics Loan	<u>\$ 21,504</u>	<u>\$ 43,008</u>	<u>50.0%</u>
City of Norfolk:			
Funds Advanced-Payback	\$ -	\$ -	N/A
Interest	-	-	N/A
Total	<u>\$ -</u>	<u>\$ -</u>	<u>N/A</u>
Total Cash Disbursements	<u><u>\$ 939,412</u></u>	<u><u>\$ 4,663,941</u></u>	<u><u>20.1%</u></u>

See Accountant's Compilation Report.

## SUPPLEMENTARY INFORMATION

Norfolk Airport Authority  
Norfolk, Nebraska  
Supplementary Schedule 1  
For the Period August 1, 2025 to January 31, 2026  
(Compilation)

Accounts Receivable at 1-31-2026	<u>\$ 73,880</u>
Fuel Inventory	<u>\$ 31,149</u>
Outstanding Bonded Indebtedness	<u>\$ -</u>
Bank Indebtedness	<u>\$ -</u>
Fuel Margin Report (See Page 11)	

The accompanying accountants' report should be read with this supplementary information.

Norfolk Airport Authority  
Norfolk, Nebraska  
Supplementary Schedule 2  
Summary of Cash Receipts and Disbursements  
For the Period August 1, 2025 to January 31, 2026  
(Compilation)

Hangar Rent & Utilities	\$ 62,676
Other Rent	12,700
Land Leases, Hangar Leases and Permits	51,442
Hangar Repairs	(605)
Total Rent Receipts	\$ 126,213
Other Cash Receipts	\$ 591,950
Other Cash Disbursements	(251,931)
Total Other Cash Receipts/(Disbursements)-Net	\$ 340,019
Airport Authority FBO Receipts	\$ 342,116
FBO Disbursements	(291,330)
FBO Capital Purchases	(41,558)
Total FBO Receipts/(Disbursements)-Net	\$ 9,228
NE Department of Aeronautics Loan Proceeds/(payments)	\$ -
Department of Aeronautics Project Reimbursements/(Payments)	(21,504)
Bank Loan Proceeds/(Payments)	-
Bond Principal and Interest Paid	-
Building Improvements	-
Equipment	(2,320)
Vehicle	(22,910)
Airport Layout Plan	(194,072)
Pavement Rehabilitation Design	-
Hanagar BIL Funds	(97,005)
City of Norfolk Water Assessment Payment	(16,177)
City of Norfolk Sewer Assessment payment	-
Total Capital Projects-Net	\$ (353,988)
Total Change in Cash	\$ 121,472

The accompanying accountants' report should be read with this supplementary information.

Norfolk Airport Authority  
Norfolk, Nebraska  
Supplementary Sub Schedule  
Fuel Margin Report  
For the Period August 1, 2025 to January 31, 2026  
(Compilation)

	AVG MARGIN		GALLONS SOLD		TOTAL AVG MARGIN		
	LL	JET A	LL	JET A	LL	JET A	
Aug-23	0.97	0.89	4,327	13,587	4,197	12,092	16,291
Sep-23	0.84	0.87	3,484	15,198	2,927	13,222	16,148
Oct-23	0.90	0.95	2,197	15,896	1,977	15,101	17,080
Nov-23	0.74	1.09	3,490	12,687	2,583	13,829	16,411
Dec-23	1.63	1.33	3,601	7,162	5,870	9,525	15,395
Jan-24	1.46	1.03	776	4,438	1,133	4,571	5,704
Feb-24	1.37	0.62	2,579	7,580	3,533	4,700	8,233
Mar-24	1.21	0.80	3,143	13,875	3,803	11,100	14,904
Apr-24	0.79	1.49	3,301	15,780	2,608	23,512	26,120
May-24	0.78	1.48	2,734	14,924	2,133	22,088	24,220
Jun-24	1.08	1.33	3,393	11,245	3,664	14,956	18,620
Jul-24	1.15	1.46	5,327	12,759	6,126	18,628	24,754
FYE TOTAL			<u>38,352</u>	<u>145,131</u>			<u>203,880</u>
Aug-24	1.10	1.54	3,964	11,687	4,360	17,998	22,357
Sep-24	1.10	1.69	3,498	15,851	3,848	26,788	30,636
Oct-24	1.55	1.42	2,844	14,419	4,408	20,475	24,882
Nov-24	1.53	1.50	1,875	11,184	2,869	16,776	19,646
Dec-24	1.66	1.49	1,859	10,052	3,086	14,977	18,063
Jan-25	1.65	1.25	1,947	9,373	3,213	11,716	14,929
Feb-25	1.80	1.34	2,251	12,375	4,052	16,583	20,634
Mar-25	1.42	1.78	1,769	13,584	2,512	24,180	26,692
Apr-25	1.40	1.47	4,093	15,819	5,730	23,254	28,984
May-25	1.36	1.29	3,006	8,916	4,088	11,502	15,591
Jun-25	1.35	1.50	2,591	13,019	3,498	19,529	23,026
Jul-25	1.44	1.51	5,005	9,834	7,207	14,849	22,057
FYE TOTAL			<u>34,702</u>	<u>146,113</u>			<u>267,497</u>
Aug-25	1.45	1.27	4,081	13,046	5,917	16,568	22,486
Sep-25	1.59	1.50	2,629	10,286	4,180	15,429	19,609
Oct-25	1.60	1.43	3,628	9,234	5,805	13,205	19,009
Nov-25	1.63	1.42	2,278	9,425	3,713	13,384	17,097
Dec-25	1.65	1.40	1,604	5,694	2,647	7,972	10,618
Jan-26	1.65	1.05	1,133	6,693	1,869	7,028	8,897
FYE TOTAL			<u>15,353</u>	<u>54,378</u>			<u>97,716</u>

The accompanying accountants' report should be read with this supplementary information.

**QUOTATION**

Date: 2026-03-06

**AQ0012294**

**Original**

Postal Address		Delivery Address	
NORFOLK REGIONAL AIRPORT 4100 S 13TH ST NORFOLK, NE 68701 UNITED STATES OF AMERICA		<b>NORFOLK REGIONAL AIRPORT</b> <b>4100 S 13TH ST</b> <b>NORFOLK, NE 68701</b> <b>UNITED STATES OF AMERICA</b>	
Sales Rep	: Hillary THREET	Customer	: NOR0021
Telephone	:	Contact	:
Email	: hillary.threet@aerospecialties.com	Quotation Date	: 2026-02-26
Sales Office	: AS SSO Sales Parts	Reference A	:
Telephone	:	Reference B	:
Email	:	Cust RFQ No.	:
Own Tax Code	:	Tax Identification Number:	:

[NAME: Justin Martin](#)  
[EMAIL: Justin@norfolkneairport.com](mailto:Justin@norfolkneairport.com)  
[TEL: 402-841-5130](tel:402-841-5130)  
[SALES REP: HILLARY](#)

Line Item	Rev.	Quantity	Unit	Price	Unit	Discount	Lead Time (Calendar Days)	Amount
10/ 0	2010147	1.0000	EA	5,965.51	EA		14 Days	5,965.51
GEN, REPL, JG550, NSTAR Country of Origin : HS Code : Weight : 100.0000 KG Delivery Terms : US3 FOB Origin, Prepaid & Add								
20/ 0	AS-ECON-C	1.0000	EA	250.00	EA		7 Days	250.00
AERO SPECIALTIES ECON OPEN SIDED CRATE Country of Origin : HS Code : Weight : 0.0000 Delivery Terms : US3 FOB Origin, Prepaid & Add								
30/ 0	FREIGHT-PARTS	1.0000	EA	360.00	EA		STOCK	360.00
FREIGHT FOR PARTS Country of Origin : HS Code : Weight : 0.0010 KG								

QUOTATION

Date: 2026-03-06

AQ0012294

Page 2 / 2

Customer : NOR0021 Quotation : AQ0012294 Sales Office : AS SSO Sales Parts

Date: 26-03-06

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Line Item	Rev.	Quantity	Unit	Price	Unit	Discount	Lead Time	Amount
Delivery Terms							(Calendar Days)	

---

: US3 FOB Origin, Prepaid & Add

Delivery : EXW Ex Works

Payment : Advance payment

Carrier/LSP :

This Quotation Expires On: 2026-04-27 15:12

We thank you for your inquiry.

---

Goods	Costs	Amount Excluding Tax	Total
5,965.51	610.00	6,575.51	6,575.51 USD

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Year	Month	Jet A Gal	Jet \$	100LL Gal	100LL \$		
2025	January	9373	\$39,781.06	1947.41	10,929.17		
2025	February	9627	\$41,496.02	1347.4	\$7,717.01		
2025	March	9066	\$39,786.17	1872.85	\$10,484.47		
2025	April	12695	\$52,429.38	2592.89	\$14,564.41		
2025	May	7836.5	\$33,165.89	3482.18	\$19,719.28		
2025	June	13454	\$55,291.40	2635.81	\$14,891.83		
2025	July	9946.1	\$42,738.03	3690.53	\$20,893.09		
2025	August	13046	\$54,751.39	4081.07	\$22,941.96		
2025	September	9623	\$41,067.50	2628.5	\$14,859.64		
2025	October	9234	\$39,376.77	3564.33	\$20,187.36		
2025	November	7136	\$31,585.83	2208.25	\$12,529.34		
2025	December	5694	\$26,046.86	1574.46	\$8,930.78		
Total		116730.6	\$497,516.30	31625.68	\$167,719.17		

Year	Month	Jet A Gal	Jet \$	100LL Gal	100LL \$	Jet A Dif Gal.	100LL Dif Gal
2026	January	6693	\$27,035.25	2913.53	\$16,501.14	-2680	966.12
2026	February	5941	\$24,137.99	1815.25	\$10,272.29	-3686	467.85
2026	March					-9066	-1872.85
2026	April					-12695	-2592.89
2026	May					-7836.5	-3482.18
2026	June					-13454	-2635.81
2026	July					-9946.1	-3690.53
2026	August					-13046	-4081.07
2026	September					-9623	-2628.5
2026	October					-9234	-3564.33
2026	November					-7136	-2208.25
2026	December					-5694	-1574.46
Total		12634	\$51,173.24	4728.78	\$26,773.43	-104096.6	-26896.9