

**RESOLUTION NUMBER 7784**

**WHEREAS**, on or about February 15, 2017, the Beatrice Airport Authority, now the City of Beatrice, Nebraska (“City”) entered into Lease Agreement No. DTFACN-16-L-00196 with the United States of America, Federal Aviation Administration (“FAA”) whereby the City leased the following described property to the FAA:

Approximately 200 square feet (10’ x 20’) of space located in the engine generator vault, located in Building 8, together with the rights for mounting RCO tilt-over antenna mast south of the facility, located at the Beatrice Municipal Airport; and

**WHEREAS**, said Lease expires on September 30, 2026; and

**WHEREAS**, the City and FAA desire to extend the term of said Lease for an additional ten (10) year period, beginning on October 1, 2026 and ending on September 30, 2026; and

**WHEREAS**, the City desires to execute Supplemental Agreement No. 1 to FAA Contract No. DTFACN-16-L-00196 to extend the term of said Lease and add additional provisions regarding prohibition of certain telecommunications and video surveillance services or equipment and security provisions for the protection of sensitive information in possession of the FAA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Supplemental Agreement No. 1 to FAA Contract No. DTFACN-16-L-00196 to extend the term of said Lease and add additional provisions regarding prohibition of certain telecommunications and video surveillance services or equipment and security provisions for the protection of sensitive information in possession of the FAA. A copy of said Agreement is attached hereto as Exhibit “A” and is incorporated herein by reference.

**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.


RESOLUTION PASSED AND ADOPTED this 4<sup>th</sup> day of May, 2026.

Attest:



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Erin Saathoff, MMC, City Clerk



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Robert Morgan, Mayor

Exhibit "A"

**ANTENNA AND EQUIPMENT SPACE LEASE**

**Between**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**And**

**BEATRICE AIRPORT AUTHORITY**

**Lease No: DTFACN-16-L-00196  
(BIE) RCO  
Beatrice, Nebraska**

This lease is entered into by and between BEATRICE AIRPORT AUTHORITY, whose address is P.O. Box 277, Beatrice, NE 68310, and whose interest in the property hereinafter described is that of owner, hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or the Federal Aviation Administration (FAA).

**WITNESSETH:** The parties hereto, and for the consideration hereinafter mentioned, covenant and agrees as follows:

- 1. DESCRIPTION (10/96)** – The Lessor hereby leases to the Government the following described premises: approximately 200 square feet (10' x 20') of space located in the engine generator vault, located in Building 8, together with the rights for mounting the RCO tilt-over antenna mast south of the facility, located at Beatrice Municipal Airport, further shown on Exhibit "A" attached hereto and made a part hereof, which shall be related to the FAA's activities in support of Air Traffic operations.
- 2. TERM (08/02)** – To have and to hold, for the term commencing on FEBRUARY 15, 2017 and continuing through SEPTEMBER 30, 2026 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals. This lease supersedes Lease No. DTFACE-05-L-00038. Lease No. DTFACE-05-L-00038 is hereby terminated.
- 3. CANCELLATION (08/02)** – The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.
- 4. CONSIDERATION (NO COST) (08/02)** – The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

5. **HOLDOVER (07/14)** – If, after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.

6. **NON-RESTORATION (10/96)** – The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

7. **SERVICES AND UTILITIES (To be provided by Lessor as part of rent) (10/08)** – Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

- A. ELECTRICITY
- B. SNOW/ICE REMOVAL

8. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** – If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

9. **MAINTENANCE OF THE PREMISES (01/16)** – The Lessor will maintain the demised premises, including the grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with OSHA and National Fire Protection Association (NFPA) 70 electrical code.

10. **FAILURE IN PERFORMANCE (10/96)** – In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.

11. **CONTRACT DISPUTES (11/03)** –

A. All lease disputes under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where

**2.6.2 Antenna and Equipment Space Lease**

CLSA January 2016

OMB Control No. 2120-0595

available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. All Lease Disputes will be in writing and will be filed at the following address: Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Avenue, SW, Room 323, Washington, DC 20591, Telephone: (202) 267-3290 Facsimile: (202) 267-3720.

C. A lease dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A lease dispute is considered to be filed on the date it is received by the ODRA.

D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

12. **INTERFERENCE (10/08)** – Should there be interference with the Lessor’s facility due to the FAA operations, FAA shall correct the problem immediately. If the Lessor’s facility interferes with FAA’s equipment then the Lessor will correct the problem immediately.

13. **INSTALLATION OF ANTENNAS, CABLES AND OTHER APPURTENANCES (04/12)** – The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

14. **HOLD HARMLESS (10/96)** – In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671. et. seq.), the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government’s liability beyond that existing at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

15. **CLAUSES INCORPORATED BY REFERENCE:** The clauses identified below are incorporated by reference. Upon request the full text will be provided by the RECO.

- A. ANTI-KICKBACK (07/14)
- B. ASSIGNMENT OF CLAIMS (10/96)
- C. COMPLIANCE WITH APPLICABLE LAWS (10/96)
- D. COVENANT AGAINST CONTINGENT FEES (08/02)
- E. DEFAULT BY LESSOR (10/96)
- F. EXAMINATION OF RECORDS (08/02)
- G. INSPECTION (10/96)
- H. LESSOR’S SUCCESSORS (10/96)

- I. NO WAIVER (10/96)
- J. OFFICIALS NOT TO BENEFIT (10/96)
- K. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (07/14)
- L. LESSOR PAYMENT INFORMATION-NON-SAM (01/13)
- M. PAYMENT BY ELECTRONIC FUNDS TRANSFER (01/13)

**16. NOTICES** (10/96) – All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

Lessor:  
Beatrice Airport Authority  
Beatrice Municipal Airport  
P.O. Box 277  
Beatrice, NE 68310

Government:  
DOT/Federal Aviation Administration  
Real Estate & Utilities Group, ALO-720  
10101 Hillwood Parkway  
Fort Worth, Texas 76177

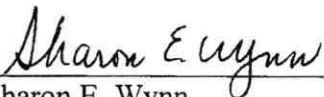
IN WITNESS WHEREOF, the parties hereto have signed their names:

**BEATRICE AIRPORT AUTHORITY**

  
\_\_\_\_\_

May 9, 2017  
Date

**UNITED STATES OF AMERICA**

  
\_\_\_\_\_  
Sharon E. Wynn  
Real Estate Contracting Officer

6-9-17  
Date

**PUBLIC AUTHORIZATION CERTIFICATE**

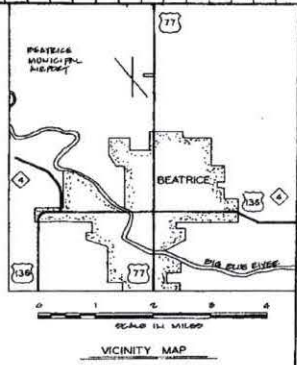
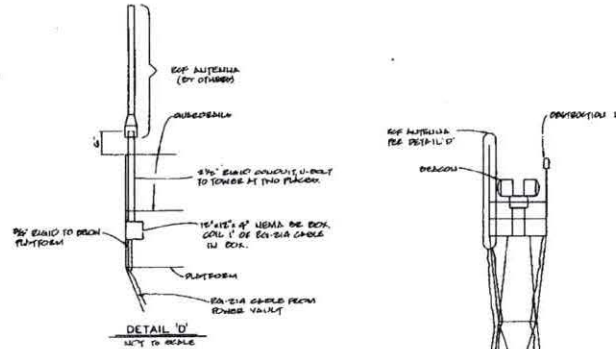
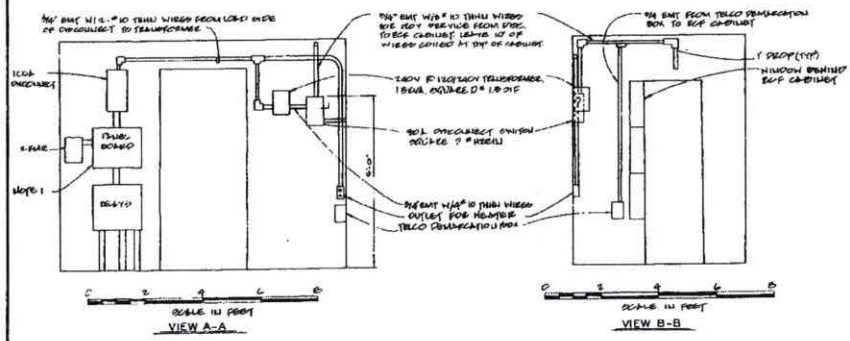
If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official:

I Rich Moon certify that I am the Secretary of the Beatrice Airport Authority named in the foregoing agreement; and that Joe Hawkins who signed said agreement on behalf of the Beatrice Airport Authority was then Chairman of said Beatrice Airport Authority; that said agreement was duly signed for and on behalf of Beatrice Airport Authority by authority of its governing body, and is within the scope of its powers.

Signed: 

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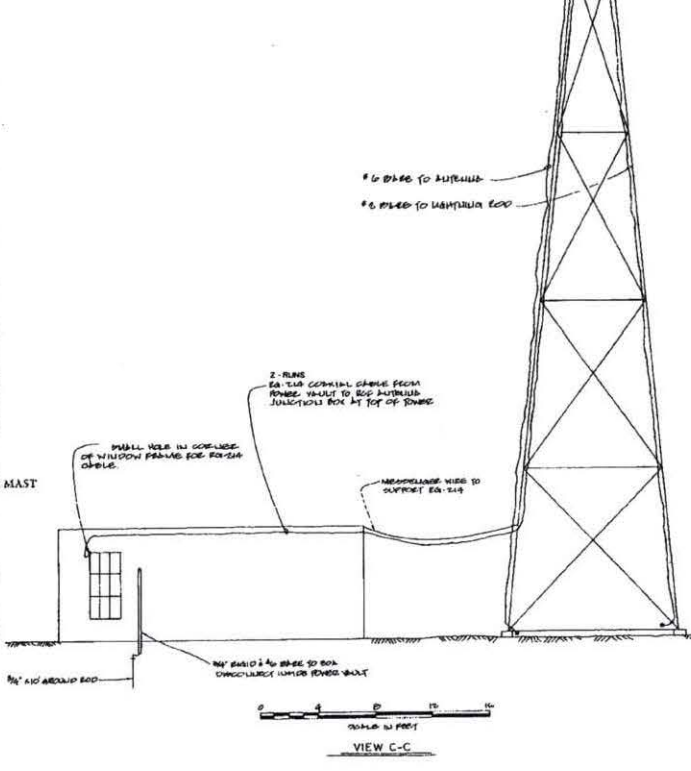
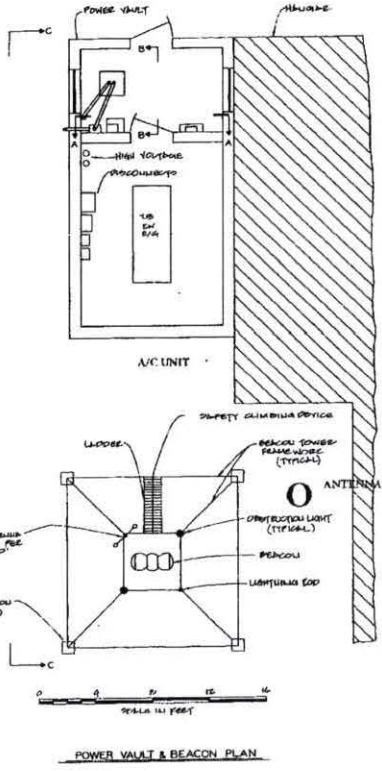
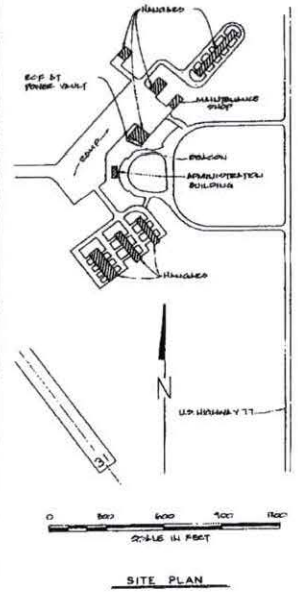
CENTIMETERS:



OWNER: CITY OF BEATRICE  
 DONALD FITZWATER - AIRPORT MANAGER  
 PHONE 402-223-5349

POWER: FROM AIRPORT POWER VAULT AND METER.

NOTES  
 1. BREAKER #16 IN PANEL BOARD CONTROLS OUTLET FOR ELECTRIC HEATER.



REV	DATE	DESCRIPTION	BY	APP'D
1	4/16/87	AS BUILT (3/10/87)		82767
2	8-5-86	AS BUILT (2-3-86)		44097
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CENTRAL REGION-KANSAS CITY, MISSOURI				
REMOTE COMMUNICATIONS FACILITY (RCF) MUNICIPAL AIRPORT BEATRICE, NEBRASKA				
DESIGNED BY	APPROVED BY:			
John C. Blake	William J. Davis			
PROJECT NO.	ISSUED BY	DATE		
854	AIRWAY FACILITIES DIVISION	10-11-84		
PROJECT NO.	APPROVED BY:	SECTION NO.		
854	CE-D-7595			

Exhibit "A"  
 Lease No. DTFACN-16-L-00196