

Board of Airport Commissioners  
Tuesday, September 13, 2022 12:00 PM  
Council Chambers  
2500 14 Street  
Columbus, NE 68601

The Mayor and City Council reserve the right to go into closed session as per Section 84-1410 of the Nebraska Revised Statutes. A current agenda is on file at the office of the city clerk at City Hall, 2500 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at [www.columbusne.us](http://www.columbusne.us).

- 1. Statement of Compliance with Open Meetings Act and roll call.**

# Open Meetings Act

## **Neb. Rev. Stat. § 84-1407. Act, how cited.**

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

## **Neb. Rev. Stat. § 84-1408. Declaration of intent; meetings open to public.**

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

## **Neb. Rev. Stat. § 84-1409. Terms, defined.**

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

## **Neb. Rev. Stat. § 84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such

individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

- (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;
- (b) Discussion regarding deployment of security personnel or devices;
- (c) Investigative proceedings regarding allegations of criminal misconduct;
- (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;
- (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or
- (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the

members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**Neb. Rev. Stat. § 84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual meetings authorized; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the

meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as

would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in  
Open Meetings Act

number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

**Neb. Rev. Stat. § 84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**Neb. Rev. Stat. § 84-1413. Meetings; minutes; roll call vote; secret ballot; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public web site the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the web site at least twenty-four hours before the meeting of

the governing body. Minutes shall be placed on the web site at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public web site for at least six months.

**Neb. Rev. Stat. § 84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

**Neb. Rev. Stat. § 84-1415. Open Meetings Act; requirements; waiver; validity of action.**

No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

**2. Minutes of July 12, 2022 meeting.**

BOARD OF AIRPORT COMMISSIONERS MEETING  
July 12, 2022

A meeting of the Board of Airport Commissioners of the City of Columbus, Nebraska, was convened in open and public session on July 12, 2022, at 12:01 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on June 29, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor, members of the city council, and members of the board of airport commissioners. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of compliance with Open Meetings Act and Roll Call:** Chair Cruise announced that a copy of the Open Meetings Act is available at this meeting. Present were Members Robert Cruise, Keith Harbour, and Brian Kenwood. Members Brad Keyes and Dennis Worden were absent. City staff members included Airport Manager Aaron Diedrichs, Equipment Operator II Donn Olson, and Assistant City Clerk Robin Efta
2. **Minutes of May 10, 2022, meeting:** The minutes were approved as presented with a motion by Kenwood and a second by Harbour. Cruise, Harbour, and Kenwood voted "Aye" and none voted "Nay". Keyes and Worden were absent.

Worden arrived at 12:02 p.m.

3. **Financial reports for May and June 2022:** The financial reports for May and June 2022 were accepted as presented with a motion by Kenwood and a second by Harbour. Cruise, Harbour, Kenwood, and Worden voted "Aye" and none voted "Nay". Keyes was absent.
4. **Update on Airport Layout Plan - Phase 1 and Phase 2:** Diedrichs explained the phases of the layout plan and noted that an agreement with Kirkham, Michael & Associates, Inc. for Phase 1 has been approved by the city council and Phase 2 will be 90 percent funded by an FAA grant.
5. **Update on repairs to Hangar No. 1406:** Diedrichs reported that the original design costs were reduced from \$41,000 to \$31,000 and the city council approved the design with Kirkham, Michael & Associates, Inc. with construction projected this fall or next spring. He noted construction costs will be included in next year's budget.
6. **Bale hay on airport property:** Diedrichs pointed out the option to enter into an agreement with someone to bale hay on airport property and said this would alleviate wear on mowers as well as the need for summer help.

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7. **Update on pilot lounge:** Diedrichs noted the lounge had not been updated for approximately 50 years and said improvements were recently made at minimal cost.
8. **Airport Manager report:** Diedrichs reviewed highlights of the report. Worden suggested a company be hired annually to spray weeds along the fence line.
9. **Adjournment:** The meeting adjourned at 12:31 p.m.

OFFICE OF THE CITY CLERK

: Robin Efta

3. **Minutes of August 29, 2022, special meeting.**

BOARD OF AIRPORT COMMISSIONERS MEETING  
August 29, 2022

A special meeting of the Board of Airport Commissioners of the City of Columbus, Nebraska, was convened in open and public session on August 29, 2022, at 12:03 p.m. in the council chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on August 23, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor, members of the City Council, and members of the Board of Airport Commissioners. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of compliance with Open Meetings Act and Roll Call:** Chair Cruise announced that a copy of the Open Meetings Act is available at this meeting. Present were Members Robert Cruise, Keith Harbour, Brian Kenwood, Brad Keyes, and Dennis Worden. City staff members included City Administrator Tara Vasicek, Airport Manager Aaron Diedrichs, and Assistant City Clerk Kelli Keyes. Also present was City Council Member Charlie Bahr.
2. **Amend fixed base operator agreement to extend termination date to December 31, 2022:** Keith Harbour requested to abstain from voting on agenda Item Nos. 2 and 3 because he is the current fixed base operator and therefore has a conflict of interest. Harbour was allowed to abstain from voting on these agenda items and the rules requiring him to leave the council chambers during discussion and vote were suspended with a motion by Kenwood and a second by Worden. Cruise, Kenwood, Keyes, and Worden voted "Aye" and none voted "Nay". Harbour abstained from voting. A recommendation was made to approve the contract extension with Avcraft as fixed base operator to December 31, 2022, with a motion by Keyes and a second by Worden. Cruise, Kenwood, Keyes, and Worden voted "Aye" and none voted "Nay". Harbour abstained from voting.
3. **Request authorization to issue request for proposals for fixed base operator services:** Vasicek explained that another fixed base operator (FBO) has expressed interest in providing services at the Columbus airport and the fairest way to select an FBO is to issue a request for proposals providing the same guidelines for all interested parties. She said a committee consisting of herself, the airport manager, and members of the airport board would review the proposals and bring a recommendation back to the airport board. Discussion followed regarding the terms of the agreement and the feasibility of having two FBOs. Vasicek advised the agreement be for three to five years with no option for extensions and said available space would not allow for a second FBO. Harbour stated he has been the FBO for 32 years and meets all criteria in the current FBO agreement. He said he is not opposed to offering charter or flight instruction services as he currently assists with requests for scheduling charter services. He pointed out there is an aircraft available for rent for flight instruction and that a 141

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flight school is elaborate and expensive. Todd Tobiason, a local pilot, and Mike Hamernik, 413 Bryan Street, Clarkson, Nebraska, spoke in favor of searching for a new FBO due to the potential for expanding services and past issues with the current FBO. Beth French, 68 Lake Shore Drive, Kelda Klosner, 1626 20 Street, and Nell Rhinehart of Air Methods Corporation, expressed opposition as they feel the current FBO has provided sufficient services with lower fuel prices and a local FBO has vested interest in the community. A recommendation was made to authorize staff to issue request for proposals for FBO services with a motion by Kenwood and a second by Worden. Kenwood, Keyes, and Worden voted "Aye" and Cruise voted "Nay". Harbour abstained from voting.

**4. Adjournment:** The meeting adjourned at 12:49 p.m.

OFFICE OF THE CITY CLERK

: Kelli Keyes

4. **Lease to Hangar Aircraft agreement with RTT Aviation and Logan Bronson for Hangar No. 1315 at a proposed rental amount of \$180 per month contingent upon all criteria being met.**



*The City of* **Columbus**

**RESPONSIBLE • RESPONSIVE • REPUTABLE**

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: September 8, 2022  
TO: Airport Board  
FROM: Aaron Diedrichs, Airport Manager  
RE: Hangar 1315

### RECOMMENDATION:

Change hangar lease to allow 2 aircraft owners to share old Carousel hangar 1315.

### DISCUSSION:

Carousel hangar is a good fit for two aircraft. The original design allowed 4 planes on a circle of metal ramps. It would be very challenging to have more than two planes in the hangar once the concrete floor is put in.

Part of the problem with a shared hangar is movement of other person's aircraft. An FBO does this every day but with one plane on each side, which is what 1406 East is currently doing a shared hangar; it should work fine without disturbing other aircraft. This Carousel was an old hangar no one wanted to put their planes in and now we're able to return revenue to the city with two aircraft owners leasing. They were paying \$65 per month for the dirt floor Carousel. I think \$90 per tenant is fair, so \$180 per month total for hanger 1315.

# LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and \_\_\_\_\_ (hereinafter referred to as "Lessee(s)").

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. \_\_\_\_\_ at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.
  
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). This fee shall be paid in two semi-annual installments of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
  - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
  
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
  
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

5. **STORAGE OF AIRCRAFT AND/OR EQUIPMENT ONLY:** Lessee(s) has rented the hangar space for the purpose of storing aircraft and/or aeronautical equipment and is prohibited from conducting any other use or activity on the Premises. Additionally, Lessee(s) shall not use the Premises for any commercial activity whatsoever, including, but not limited to, the offering of flight services to the general public, maintaining and repairing aircraft for the public, and storage of aircraft other than aircraft owned or leased by the Lessee(s).

(A) **HAZARDOUS MATERIALS:** Lessee(s) shall also refrain from storing any items or materials on the Premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids, or hazardous materials in the above-described hangar. Upon notice to Lessee(s) of the violation of Paragraph 5(A), Lessee(s) shall immediately remove such conditions that violate the local and national fire codes or any gasoline, combustible liquids, or hazardous material on the Premises.

6. **SPECIFIED AIRCRAFT AND REGISTRATION:** This Lease is for hangaring of the following aircraft:

N _____	N _____
Make _____	Make _____
Model _____	Model _____
No. of Engines _____	No. of Engines _____
Year _____	Year _____
No. of Seats _____	No. of Seats _____

Lessee(s) (whether individual(s), partnership, LLC, or corporation) must have and maintain a majority legal ownership or majority leasehold interest in the above-described aircraft during the entire term of this Lease. Appropriate legal evidence of the Lessee(s) ownership or leasehold interest must be presented upon execution of this Lease and within ten (10) days following any change in Lessee(s) ownership or leasehold interest. Lessee(s) shall keep proof of aircraft ownership and appropriate/legal aircraft registration current with City. Evidence of proof of aircraft ownership and registration shall further be made available to City at any time upon demand of City and upon any renewal of this Lease as may be allowed herein.

7. **HANGAR DOORS, HANGAR LEFT UNATTENDED:** Lessee(s) hereby specifically agrees to keep the hangar door closed at all times other than during the times the Lessee(s) is moving aircraft in and out of the hangar space to avoid wind damage to the hangar. Lessee(s) shall not leave the hangar unattended for any period of time over sixty (60) minutes if the hangar door is open. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door is left open in violation of this provision. Failure to abide by this provision, whether or not damage occurs, will result in cancellation of this Agreement at City's discretion.

8. **FIRE EXTINGUISHER REQUIRED:** Lessee(s) shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.
9. **NON-INTERFERENCE WITH OTHER AIRPORT USES:** Lessee(s) shall not exercise any privileges granted by this agreement in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the airport.
10. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s) sole cost and expense, agrees to maintain, repair, and keep in good order, condition, and appearance, the Premises, including the hangar structure, and the improvements constructed thereon, in a safe, clean, and sanitary condition. Lessee is expressly prohibited from materially altering the hangar structure, floor, walls, exterior, or adjoining common use areas, or constructing any structure or facility within the hangar, without the expressed written consent of City. Lessee(s) agrees that at the expiration of the term of this Agreement Lessee(s) shall yield possession of Premises to City, without further demand or notice, in as good order and condition as when the Lease was entered into by the Lessee(s), excluding reasonable wear and tear. Lessee(s) shall repair any damage to the Premises occasioned by its use or the removal of Lessee(s) trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
11. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s) aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.
12. **INDEMNITY AND INSURANCE REQUIRED:** City shall stand indemnified by Lessee(s) as herein provided. It is expressly understood by and between the parties hereto that Lessee(s) herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and City shall in no way be responsible therefore. It is further agreed that in the use of the airport and Premises and the exercise or enjoyment of the privileges herein granted, Lessee(s) agrees to indemnify and hold harmless City, its employees, agents, officers, and volunteers, from any and all losses, damages, costs, expenses, liabilities, claims, demands, suits, attorney's fees, and judgements arising directly or indirectly from any negligence or manner related to Lessee(s) possession, occupancy, or use of the Premises.

Lessee(s) shall obtain an insurance policy in an amount of no less than One Million Dollars (\$1,000,000) per occurrence to cover general liability which shall name and endorse the "City of Columbus" as additionally insured on the certificate of insurance and endorsement. The minimum amounts of said insurance required may be increased at the sole discretion of City. Proof of insurance shall be submitted to the city clerk's office upon the execution of this Lease and shall remain in full force throughout the term of this Lease. Any certificate of insurance with accompanying endorsement(s) provided must cover the term of the Lease and be updated before

the expiration date. The certificate of insurance must list the owners or those having a leasehold interest in the aircraft as insured, as well as all authorized persons/pilots who would have access to the aircraft during the term of the Lease.

13. **CITY ACCESS TO HANGER:** City reserves the right to control access to the Premises in order to regulate the orderly and efficient operation of the airport. City and its designated agents, employees, and volunteers shall at all times have reasonable access to the Premises for the purpose of inspection and to determine compliance with the provisions of this Lease and the Rules and Regulations of Columbus Municipal Airport. Lessee(s) may lock the door to the hangar space in order to protect Lessee(s) property kept in the Premises; however, Lessee(s) shall provide a key for the lock to the airport manager who shall have the right of access to the Premises at all times.
14. **CITY IMPROVEMENTS:** City reserves the right, but it shall not be obligated to Lessee(s), to maintain and keep in repair all publicly owned facilities at Columbus Municipal Airport; and, further, to develop or improve the landing areas and air navigation facilities of Columbus Municipal Airport. Said improvements may be done at City's sole discretion and without interference or hindrance by Lessee(s). City's obligation for repairs or maintenance to the Premises shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.
15. **OBEYING RULES OF AIRPORT AND THE LAW:** Lessee(s) affirms that it has read and fully understands the Rules and Regulations of Columbus Municipal Airport. Lessee(s) acknowledges City may decide at its sole discretion to change or amend the Rules and Regulations of Columbus Municipal Airport. Lessee(s) and its employees and agents shall obey the rules and regulations adopted and amended by City or its authorized agents in charge of the airport. Lessee(s) and its employees and agents shall observe and obey regulations as may be promulgated by the United States, or any department or agency thereof, and by the State of Nebraska, as the same may relate to the privileges provided to Lessee(s) under this Agreement.
16. **NON-DISCRIMINATION:** Lessee(s) as part of the consideration of this agreement, does hereby covenant and agree that:
  - (A) No person on the grounds of race, creed, color, sex, disability or national origin shall be subjected to discrimination in the use of the facilities; and
  - (B) Lessee(s) shall use the hangar space in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended.
17. **TAXATION:** In the event that the subject hangar space shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee(s), Lessee(s) shall pay such taxes as shall be attributable to such use before they become delinquent.

18. **NOTICES:** The parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement, the following named individuals shall be the authorized representatives of the parties:

- City: City of Columbus  
Columbus Municipal Airport  
Attn: Airport Manager  
PO Box 1677  
Columbus, NE 68602-1677
  
- Lessee(s): \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

or such other representative at such address as either party may designate by written notice to the other party in accordance with Paragraph 18. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given; or, on the fourth (4<sup>th</sup>) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered mail, or certified mail, with postage prepaid and properly addressed as shown above.

19. **DEFAULT:** City and Lessee(s) agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Lessee(s) of a condition, covenant, or provision of this Lease will constitute a material breach and a default of Lessee(s)' obligations under this Lease, including, but not limited to:

- (A) Failure of Lessee(s) to abide by any provision(s) of this Lease.
- (B) Abandonment of the property by Lessee(s).
- (C) Failure of Lessee(s) to make the rental payment as required under this Lease.
- (D) Failure of Lessee(s) to keep current or provide proof of aircraft ownership and registration.
- (E) Lessee(s), for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement.
- (F) Lessee(s) files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or makes a general assignment for the benefit of creditors.
- (G) Violation of any of the Rules and Regulations of Columbus Municipal Airport by Lessee(s).
- (H) Discovery by City that any material information provided by Lessee(s) related to this Lease is/was materially false.

- (I) Unapproved or unauthorized transfer of any interest acquired under this Agreement by Lessee(s).
- (J) Use of Premises for unlawful purposes by Lessee(s).
- (K) Maintaining, committing, or permitting the maintenance or commission of a nuisance on the Premises by Lessee(s).
- (L) Occurrence of any other event described as constituting an “Event of Default” listed elsewhere in this Lease.

Upon a material breach and default, Lessee(s) shall be provided with written notice and demand to cure said material default(s). Said notice shall give the Lessee(s) fifteen (15) days after receipt of written notice to cure the material default(s).

20. **TERMINATION OF AGREEMENT:** This Agreement may be terminated either for cause by City or by the election of either party as follows:

(A) **TERMINATION FOR CAUSE:** In the event the Lessee(s) is in material default of this Lease as set forth in Paragraph 19, and such default is not cured within fifteen (15) days after receipt of written notice of default from City, then City at its sole discretion, may terminate this Lease effective immediately by written notice to Lessee(s). If Lessee(s) violates paragraph 5(A) regarding hazardous materials, and Lessee(s) does not immediately remove or cure such violations, then Lessee(s) is in immediate material breach and default of the Lease and the Lease is subject to immediate termination at City’s sole discretion.

(B) **TERMINATION AT ELECTION OF THE PARTIES:** Either party may terminate this Agreement by providing to the other party at least thirty (30) days written notice of intent to terminate. This time frame may be waived by City at its sole discretion.

In the event of the termination as provided herein during a year in which the Lessee(s) has prepaid, the Lessee(s) shall receive a refund of a prorated portion of the advanced payment made under Paragraph 2.

Upon the Date of Termination, Lessee(s) shall vacate the Premises and immediately remove all property (including aircraft, aeronautical equipment, and all other property) from the Premises. If Lessee fails to vacate the Premises or fails to remove any and all property from the Premises, City may seek to reenter and recover possession of the Premises by any lawful means. City may also, at its election, dispose of any remaining property in the appropriate manner provided for by law, and charge all costs associated with such disposal to Lessee(s). City will deem any property remaining on the Premises as having been abandoned by Lessee(s).

21. **ASSIGNMENT OF LEASE:** Lessee(s) shall not have the right to sub-let, assign, transfer, or in any manner re-lease any part of the described Premises. Any attempts to do so without City’s expressed written approval shall be null and void.

22. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the City of Columbus, the State of Nebraska, and federal law. Lessee(s) shall comply with all said laws. By signing this Lease, City and Lessee(s) hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between City and Lessee(s). To the extent possible, the parties waive their rights to a jury trial.
23. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
24. **NON-WAIVER:** No waiver by City of any default or breach of this Agreement shall operate as a waiver of any other default or of the same default on a future occasion.
25. **SURVIVABILITY:** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provision(s) of the Agreement and all which other provisions shall remain in full force and effect.
26. **CAPTION HEADINGS:** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
27. **AUTHORIZATION:** Lessee(s) execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Lessee(s) and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Lessee(s), with any law, regulation, or court order that is applicable to the Lessee(s) in any way.
28. **FULL INTEGRATION:** This is a fully integrated Agreement and supersedes any and all prior agreements, whether oral or written, between the parties; and, this Agreement embodies a full and complete understanding of the parties.

(((intentionally left blank)))

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

\_\_\_\_\_  
Airport Manager                      Date

\_\_\_\_\_  
Chair                                      Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

\_\_\_\_\_  
Mayor                                      Date

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

LESSEE(S)

\_\_\_\_\_  
Signature                                  Date

\_\_\_\_\_  
Signature                                  Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

5. **Review of fixed base operator agreement.**
6. **Financial reports for July and August 2022.**

PERIOD ENDING 07/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2022	MONTH 07/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 205 - AIRPORT						
Revenues						
Dept 205 - AIRPORT						
205-205-41100	PROPERTY TAX	0.00	0.00	0.00	0.00	0.00
205-205-41330	CITY SALES TAX FROM STATE	0.00	0.00	0.00	0.00	0.00
205-205-43102	FEDERAL GRANTS	0.00	32,000.00	0.00	(32,000.00)	100.00
205-205-43410	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
205-205-43555	PRO-RATE MOTOR VEHICLE	0.00	0.00	0.00	0.00	0.00
205-205-44115	ADMINISTRATIVE FEES	0.00	0.00	0.00	0.00	0.00
205-205-44125	RECORDING FEES	0.00	0.00	0.00	0.00	0.00
205-205-44150	FUEL	6,000.00	4,462.73	525.42	1,537.27	74.38
205-205-45310	BUILDING RENTALS	65,000.00	80,768.10	4,702.00	(15,768.10)	124.26
205-205-45315	AIRPORT FBO RENT	21,820.00	18,180.00	1,818.00	3,640.00	83.32
205-205-45320	EQUIPMENT RENTALS	0.00	0.00	0.00	0.00	0.00
205-205-45325	LAND RENTALS	47,540.00	45,020.50	0.00	2,519.50	94.70
205-205-45327	AIRPORT LEASED LAND	12,350.00	13,219.00	0.00	(869.00)	107.04
205-205-46100	INTEREST	7,800.00	2,518.93	658.68	5,281.07	32.29
205-205-48000	MISCELLANEOUS REVENUE	0.00	835.00	0.00	(835.00)	100.00
205-205-48100	REFUNDS	0.00	0.00	0.00	0.00	0.00
205-205-49100	TRANSFERS IN	200,000.00	116,666.70	11,666.67	83,333.30	58.33
205-205-49210	LAND OR PROPERTY SALES	0.00	0.00	0.00	0.00	0.00
Total Dept 205 - AIRPORT		360,510.00	313,670.96	19,370.77	46,839.04	87.01
TOTAL REVENUES		360,510.00	313,670.96	19,370.77	46,839.04	87.01
Expenditures						
Dept 205 - AIRPORT						
205-205-51100	SALARIES AND WAGES	142,270.00	109,771.40	10,269.43	32,498.60	77.16
205-205-51200	OVERTIME	3,480.00	647.18	0.00	2,832.82	18.60
205-205-51300	TEMPORARY AND SEASONAL	7,300.00	2,676.00	762.50	4,624.00	36.66
205-205-52100	SOCIAL SECURITY	11,710.00	9,128.71	796.03	2,581.29	77.96
205-205-52200	GROUP INSURANCE	47,500.00	38,702.41	2,936.20	8,797.59	81.48
205-205-52300	RETIREMENT	8,500.00	7,392.47	526.88	1,107.53	86.97
205-205-52500	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00
205-205-52600	WORKERS' COMPENSATION	2,200.00	1,810.00	0.00	390.00	82.27
205-205-52700	TRAINING AND TUITION	2,000.00	516.86	0.00	1,483.14	25.84
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION	500.00	2,636.69	0.00	(2,136.69)	527.34
205-205-53200	PROFESSIONAL SERVICES	500.00	0.00	0.00	500.00	0.00
205-205-53400	COMPUTER SUPPORT/MAINT	1,000.00	0.00	0.00	1,000.00	0.00
205-205-53520	CONTRACT SERVICES	5,000.00	2,455.00	1,015.00	2,545.00	49.10
205-205-54310	BUILDING MAINTENANCE	4,000.00	3,992.44	1,305.71	7.56	99.81
205-205-54320	EQUIPMENT MAINTENANCE	14,000.00	6,117.03	871.05	7,882.97	43.69
205-205-54330	VEHICLE MAINTENANCE	5,540.00	3,636.91	314.03	1,903.09	65.65
205-205-54440	RUNWAY MAINTENANCE	35,000.00	2,144.87	0.00	32,855.13	6.13
205-205-54470	FSS BUILDING MAINTENANCE	2,000.00	971.94	(899.99)	1,028.06	48.60
205-205-54480	HANGAR MAINTENANCE	7,000.00	2,573.29	550.55	4,426.71	36.76
205-205-54520	EQUIPMENT RENTAL/PURCHASE	500.00	91.68	91.68	408.32	18.34
205-205-55200	INSURANCE	15,000.00	17,638.16	0.00	(2,638.16)	117.59
205-205-55400	ADVERTISING AND PROMOTION	2,000.00	350.00	0.00	1,650.00	17.50
205-205-55900	MISCELLANEOUS	100.00	395.63	132.98	(295.63)	395.63
205-205-55930	REFUNDS	0.00	100.00	0.00	(100.00)	100.00
205-205-55950	COVID-19 EXPENSES	0.00	0.00	0.00	0.00	0.00
205-205-56010	SUPPLIES	7,050.00	4,806.52	160.45	2,243.48	68.18
205-205-56020	OFFICE SUPPLIES	480.00	776.23	365.41	(296.23)	161.71
205-205-56030	CLEANING SUPPLIES/SERVICE	8,500.00	5,089.00	727.00	3,411.00	59.87

PERIOD ENDING 07/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2022 NORMAL (ABNORMAL)	MONTH 07/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 205 - AIRPORT						
Expenditures						
205-205-56040	POSTAGE AND FREIGHT	120.00	0.00	0.00	120.00	0.00
205-205-56050	FUEL	8,590.00	5,193.78	677.75	3,396.22	60.46
205-205-56070	FERTILIZER	2,000.00	1,700.02	0.00	299.98	85.00
205-205-56090	SMALL TOOLS	1,000.00	108.58	0.00	891.42	10.86
205-205-56190	PERSONAL PROTECTIVE SUPP	1,000.00	117.31	0.00	882.69	11.73
205-205-56210	NATURAL GAS	1,500.00	0.00	0.00	1,500.00	0.00
205-205-56220	ELECTRICITY	15,000.00	9,906.72	637.19	5,093.28	66.04
205-205-56230	WATER AND SEWER	1,000.00	242.26	26.54	757.74	24.23
205-205-56240	TELEPHONE	2,110.00	2,077.87	208.91	32.13	98.48
205-205-56250	REFUSE	500.00	60.72	30.36	439.28	12.14
205-205-56260	UTILITIES - FSS BUILDING	8,500.00	7,563.51	597.98	936.49	88.98
205-205-56650	MEMBERSHIP DUES	320.00	0.00	0.00	320.00	0.00
205-205-57200	CAPITAL-LAND & BUILDINGS	60,000.00	200.49	200.49	59,799.51	0.33
205-205-57300	CAPITAL-NEW CONSTRUCTION	0.00	0.00	0.00	0.00	0.00
205-205-57510	CAPITAL-EQUIPMENT	0.00	0.00	0.00	0.00	0.00
205-205-57520	CAPITAL-VEHICLES	0.00	0.00	0.00	0.00	0.00
205-205-57950	DEPRECIATION	0.00	0.00	0.00	0.00	0.00
205-205-58100	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
205-205-59999	BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
Total Dept 205 - AIRPORT		434,770.00	251,591.68	22,304.13	183,178.32	57.87
TOTAL EXPENDITURES		434,770.00	251,591.68	22,304.13	183,178.32	57.87
Fund 205 - AIRPORT:						
TOTAL REVENUES		360,510.00	313,670.96	19,370.77	46,839.04	87.01
TOTAL EXPENDITURES		434,770.00	251,591.68	22,304.13	183,178.32	57.87
NET OF REVENUES & EXPENDITURES		(74,260.00)	62,079.28	(2,933.36)	(136,339.28)	83.60
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		360,510.00	313,670.96	19,370.77	46,839.04	87.01
TOTAL EXPENDITURES - ALL FUNDS		434,770.00	251,591.68	22,304.13	183,178.32	57.87
NET OF REVENUES & EXPENDITURES		(74,260.00)	62,079.28	(2,933.36)	(136,339.28)	83.60

PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2022	MONTH 08/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 205 - AIRPORT						
Revenues						
Dept 205 - AIRPORT						
205-205-41100	PROPERTY TAX	0.00	0.00	0.00	0.00	0.00
205-205-41330	CITY SALES TAX FROM STATE	0.00	0.00	0.00	0.00	0.00
205-205-43102	FEDERAL GRANTS	0.00	32,000.00	0.00	(32,000.00)	100.00
205-205-43410	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
205-205-43555	PRO-RATE MOTOR VEHICLE	0.00	0.00	0.00	0.00	0.00
205-205-44115	ADMINISTRATIVE FEES	0.00	0.00	0.00	0.00	0.00
205-205-44125	RECORDING FEES	0.00	0.00	0.00	0.00	0.00
205-205-44150	FUEL	6,000.00	5,710.89	1,248.16	289.11	95.18
205-205-45310	BUILDING RENTALS	65,000.00	85,595.10	4,827.00	(20,595.10)	131.68
205-205-45315	AIRPORT FBO RENT	21,820.00	19,998.00	1,818.00	1,822.00	91.65
205-205-45320	EQUIPMENT RENTALS	0.00	0.00	0.00	0.00	0.00
205-205-45325	LAND RENTALS	47,540.00	45,020.50	0.00	2,519.50	94.70
205-205-45327	AIRPORT LEASED LAND	12,350.00	13,219.00	0.00	(869.00)	107.04
205-205-46100	INTEREST	7,800.00	2,518.93	0.00	5,281.07	32.29
205-205-48000	MISCELLANEOUS REVENUE	0.00	965.80	130.80	(965.80)	100.00
205-205-48100	REFUNDS	0.00	0.00	0.00	0.00	0.00
205-205-49100	TRANSFERS IN	200,000.00	116,666.70	0.00	83,333.30	58.33
205-205-49210	LAND OR PROPERTY SALES	0.00	0.00	0.00	0.00	0.00
Total Dept 205 - AIRPORT		360,510.00	321,694.92	8,023.96	38,815.08	89.23
TOTAL REVENUES		360,510.00	321,694.92	8,023.96	38,815.08	89.23
Expenditures						
Dept 205 - AIRPORT						
205-205-51100	SALARIES AND WAGES	142,270.00	119,308.84	9,537.44	22,961.16	83.86
205-205-51200	OVERTIME	3,480.00	647.18	0.00	2,832.82	18.60
205-205-51300	TEMPORARY AND SEASONAL	7,300.00	3,478.16	802.16	3,821.84	47.65
205-205-52100	SOCIAL SECURITY	11,710.00	9,863.97	735.26	1,846.03	84.24
205-205-52200	GROUP INSURANCE	47,500.00	41,638.61	2,936.20	5,861.39	87.66
205-205-52300	RETIREMENT	8,500.00	7,919.35	526.88	580.65	93.17
205-205-52500	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00
205-205-52600	WORKERS' COMPENSATION	2,200.00	1,810.00	0.00	390.00	82.27
205-205-52700	TRAINING AND TUITION	2,000.00	516.86	0.00	1,483.14	25.84
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION	500.00	2,636.69	0.00	(2,136.69)	527.34
205-205-53200	PROFESSIONAL SERVICES	500.00	0.00	0.00	500.00	0.00
205-205-53400	COMPUTER SUPPORT/MAINT	1,000.00	0.00	0.00	1,000.00	0.00
205-205-53520	CONTRACT SERVICES	5,000.00	2,455.00	0.00	2,545.00	49.10
205-205-54310	BUILDING MAINTENANCE	4,000.00	3,992.44	0.00	7.56	99.81
205-205-54320	EQUIPMENT MAINTENANCE	14,000.00	6,822.72	705.69	7,177.28	48.73
205-205-54330	VEHICLE MAINTENANCE	5,540.00	3,636.91	0.00	1,903.09	65.65
205-205-54440	RUNWAY MAINTENANCE	35,000.00	2,507.59	362.72	32,492.41	7.16
205-205-54470	FSS BUILDING MAINTENANCE	2,000.00	1,910.64	938.70	89.36	95.53
205-205-54480	HANGAR MAINTENANCE	7,000.00	2,713.95	140.66	4,286.05	38.77
205-205-54520	EQUIPMENT RENTAL/PURCHASE	500.00	91.68	0.00	408.32	18.34
205-205-55200	INSURANCE	15,000.00	17,638.16	0.00	(2,638.16)	117.59
205-205-55400	ADVERTISING AND PROMOTION	2,000.00	350.00	0.00	1,650.00	17.50
205-205-55900	MISCELLANEOUS	100.00	395.63	0.00	(295.63)	395.63
205-205-55930	REFUNDS	0.00	100.00	0.00	(100.00)	100.00
205-205-55950	COVID-19 EXPENSES	0.00	0.00	0.00	0.00	0.00
205-205-56010	SUPPLIES	7,050.00	4,832.86	26.34	2,217.14	68.55
205-205-56020	OFFICE SUPPLIES	480.00	776.23	0.00	(296.23)	161.71
205-205-56030	CLEANING SUPPLIES/SERVICE	8,500.00	5,816.00	727.00	2,684.00	68.42

PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2022 NORMAL (ABNORMAL)	MONTH 08/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 205 - AIRPORT						
Expenditures						
205-205-56040	POSTAGE AND FREIGHT	120.00	0.00	0.00	120.00	0.00
205-205-56050	FUEL	8,590.00	5,193.78	0.00	3,396.22	60.46
205-205-56070	FERTILIZER	2,000.00	1,700.02	0.00	299.98	85.00
205-205-56090	SMALL TOOLS	1,000.00	108.58	0.00	891.42	10.86
205-205-56190	PERSONAL PROTECTIVE SUPP	1,000.00	117.31	0.00	882.69	11.73
205-205-56210	NATURAL GAS	1,500.00	0.00	0.00	1,500.00	0.00
205-205-56220	ELECTRICITY	15,000.00	10,487.16	580.44	4,512.84	69.91
205-205-56230	WATER AND SEWER	1,000.00	271.51	29.25	728.49	27.15
205-205-56240	TELEPHONE	2,110.00	2,176.04	98.17	(66.04)	103.13
205-205-56250	REFUSE	500.00	60.72	0.00	439.28	12.14
205-205-56260	UTILITIES - FSS BUILDING	8,500.00	8,233.04	669.53	266.96	96.86
205-205-56650	MEMBERSHIP DUES	320.00	0.00	0.00	320.00	0.00
205-205-57200	CAPITAL-LAND & BUILDINGS	60,000.00	200.49	0.00	59,799.51	0.33
205-205-57300	CAPITAL-NEW CONSTRUCTION	0.00	0.00	0.00	0.00	0.00
205-205-57510	CAPITAL-EQUIPMENT	0.00	0.00	0.00	0.00	0.00
205-205-57520	CAPITAL-VEHICLES	0.00	0.00	0.00	0.00	0.00
205-205-57950	DEPRECIATION	0.00	0.00	0.00	0.00	0.00
205-205-58100	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
205-205-59999	BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
Total Dept 205 - AIRPORT		434,770.00	270,408.12	18,816.44	164,361.88	62.20
TOTAL EXPENDITURES		434,770.00	270,408.12	18,816.44	164,361.88	62.20
Fund 205 - AIRPORT:						
TOTAL REVENUES		360,510.00	321,694.92	8,023.96	38,815.08	89.23
TOTAL EXPENDITURES		434,770.00	270,408.12	18,816.44	164,361.88	62.20
NET OF REVENUES & EXPENDITURES		(74,260.00)	51,286.80	(10,792.48)	(125,546.80)	69.06
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		360,510.00	321,694.92	8,023.96	38,815.08	89.23
TOTAL EXPENDITURES - ALL FUNDS		434,770.00	270,408.12	18,816.44	164,361.88	62.20
NET OF REVENUES & EXPENDITURES		(74,260.00)	51,286.80	(10,792.48)	(125,546.80)	69.06

7. **Manager report.**

## August September Airport Report 2022

These past two months have been extremely busy for me, working with engineering firms for the Columbus ALP, writing an FBO proposal, and advertising it in a publication email for 12,000 nationally in the aviation business to view; these have been a few of those tasks.

We're working on water for 1406E & W hangar. Carousel removal of steel, of which I had a great deal of help from Brad Keyes and Brian Aase. We sold metal for scrap and Donn Olson and I also took a separate load to scrap from build-up over the years. The bid was approved for the hanger floor and this will allow two pilots to hopefully get moved in before Nov 1<sup>st</sup>.

We have had two separate lightning strikes at the airport one blew out the surge protector on the fire system for the build RCL. Platte County Sheriff's department communications building and we are still waiting for this part as no one has it available right now. I spent days tracking down how and where it came into our building and Mark from Platte County electric helped with a tracer. We then bought a tracer for equipment in maintenance and continue to try and fix the 580D. Two of our electronic gates were zapped and one required a separate company to come in and fix. The second gate we cannot get a new circuit board for, so we will be sending this board off for repair, thanks to Tim Michelson's contacts.

The 4 States Airport Managers conference was in Kansas City and was a wealth of information for me. We have purchased a monitoring system that stores data on aircraft type, time of day, and type of landing. This is very necessary for our ALP and the FAA's requirements. To add improvements to the airport we must first show a need. Although we will not be baling any hay this fall, our agreement was approved with Dave Wilke and should bring in a minimum of \$12,000-22,000 per year, not to mention the reduction in summer help, diesel, and equipment operations.

Outside of maintaining the grounds and updating our hangar list to send all tenants a survey, I've had some time to get ready for Lakeview High Schools College and Career day on September 22. Aviation Explorer's - I'm still in the process of starting but it takes some paperwork to get going. Donn and I repaired a fence that was damaged by tree branches, we spent most of one day on that job. Also, we have a city auction upcoming too, so I got Donn to make a list of old equipment and things we could sell on that. Finally, I disconnected all but one water meter from aerial applicators and returned to Central for Chris to get their water bills sent out for the season.



## For Flight Schools / Clubs

**Monitor your fleet** in real time, in the air and on the ground. Debrief or watch live every second of flight without taking additional devices into the cockpit.



**Live notifications** about every phase of flight, emergency squawk codes, flight into restricted areas / airports, near-mid airs and safety-related events. Delivered via email, text or Slack™.



**1200.aero APP** 5:05 PM

N413BL landed at JNX on Thu Aug 27 5:05 PM EDT

N419BL airborne at RDU on Thu Aug 27 5:07 PM EDT

Flight summary for N413BL: Route JNX-JNX, departed: Thu Aug 27 3:43 PM EDT, arrived: Thu Aug 27 5:06 PM EDT, duration: 83 min

**Operational statistics** about your fleet: Hours logged, landings, takeoffs & go-arounds, correlation with weather data, or your own criteria.

## Requirements and Pricing

The service relies on an ADS-B/VHF device hosted on airport premises:

- Internet connection
- Single, outdoor 26" antenna
- Indoor space for device
- Electrical outlet



**1200.aero for Airports** is available as a yearly subscription, priced based on average monthly operations:

Avg. monthly operations	Monthly cost	Yearly subscription
up to 1,000	\$95	\$1,140
1,001-2,000	\$150	\$1,800
2,001-4,000	\$200	\$2,400
4,001-6,000	\$300	\$3,600
over 6,000	\$450	\$5,400

**1200.aero for Flight Schools:** \$20/mo per tracked airplane.



Automated  
Operations Tracking  
for General Aviation

[sales@1200.aero](mailto:sales@1200.aero)

KRDU: 919 360-6120

KLZU: 404 661-6656

# KEQY - Charlotte-Monroe Exec Airport

## Operations Report for March 2022

Total Operations

**4,498**

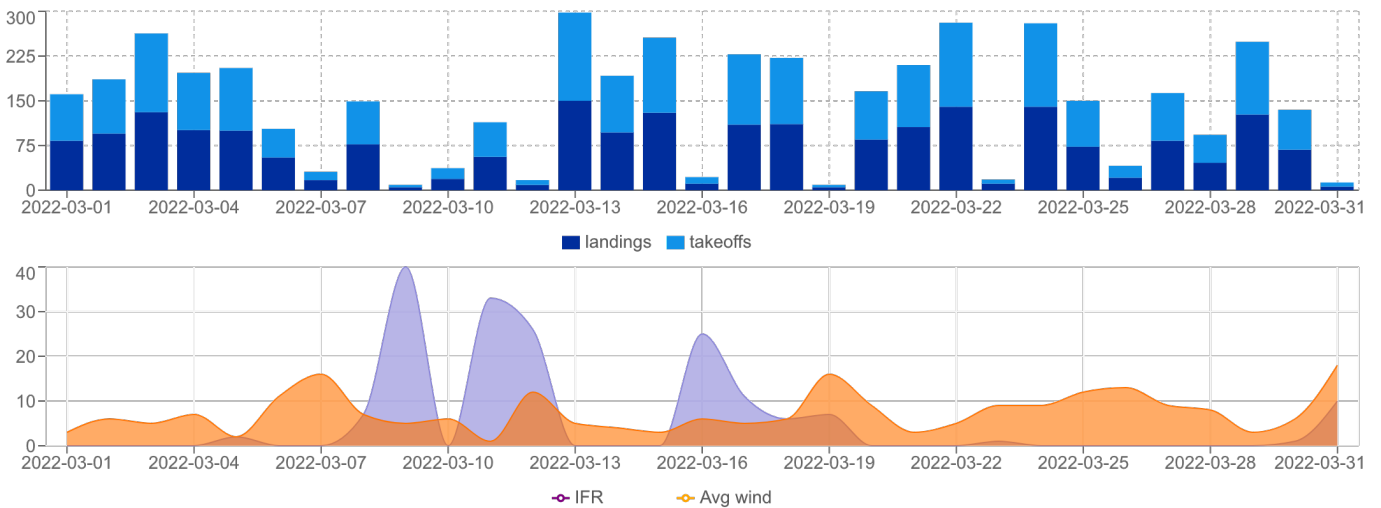
Total Landings

**2,268**

Total Takeoffs

**2,230**

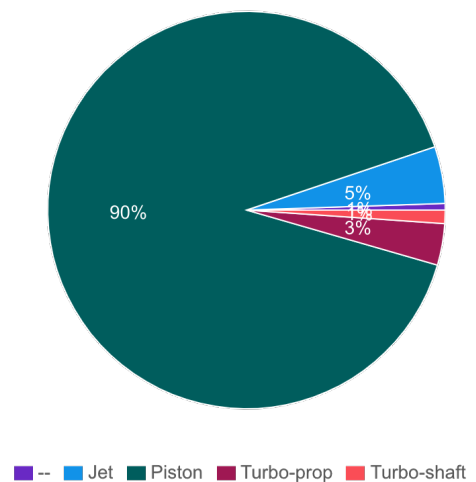
### Operations by Day



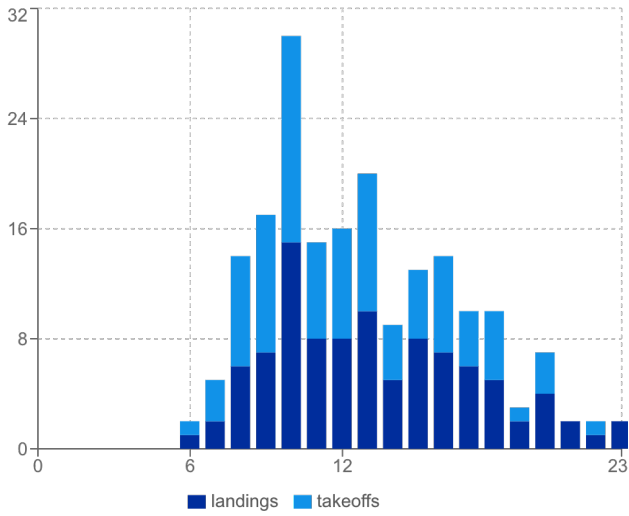
### Operations by Category

Category	Landings	Landing Aircraft	Takeoffs	Takeoff Aircraft
A-I	2015	597	1998	595
A-II	16	12	12	10
B-I	57	53	46	44
B-II	88	79	72	64
B-III	1	1	1	1
C-I	7	7	4	4
C-II	16	15	7	7
D-II	2	2	2	2

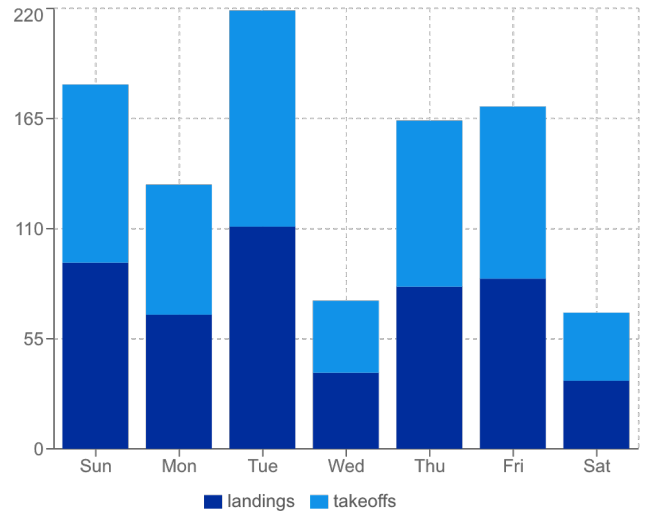
### Operations by Engine Type



### Operations by Hour

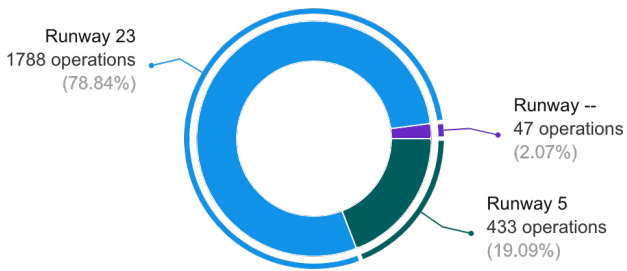


### Operations by Day of Week

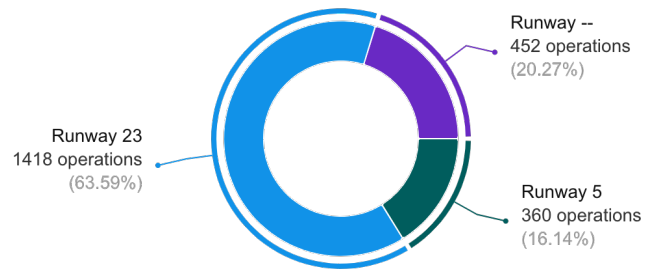


### Operations by Runway

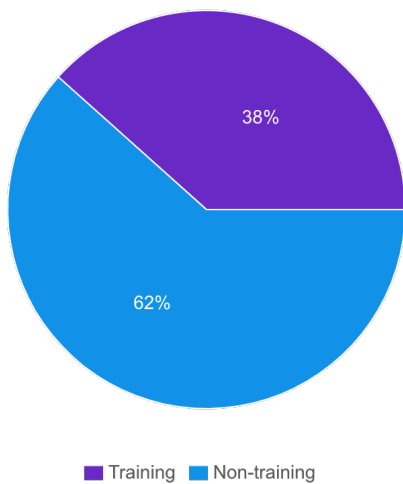
#### Landings



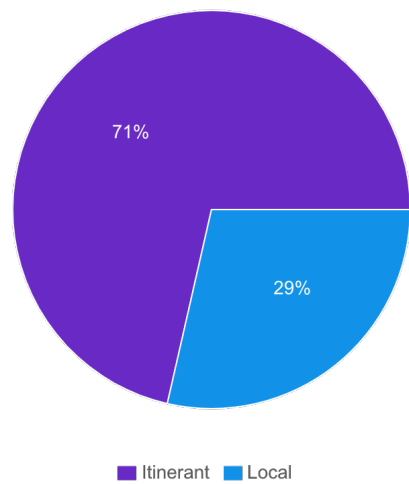
#### Takeoffs



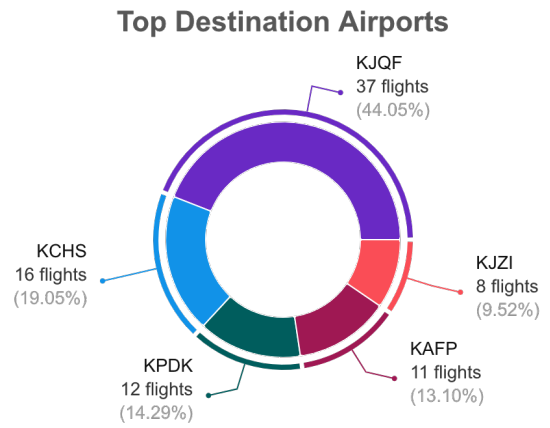
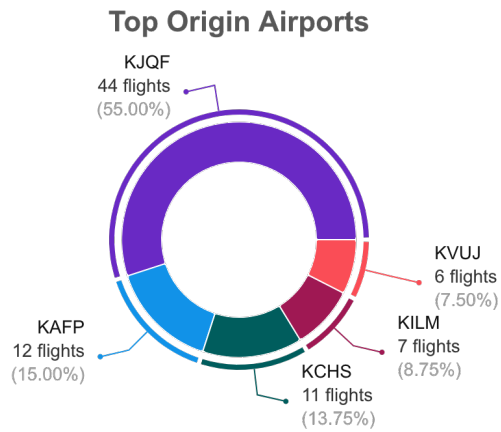
### Training Operations



### Local vs. Itinerant Flights

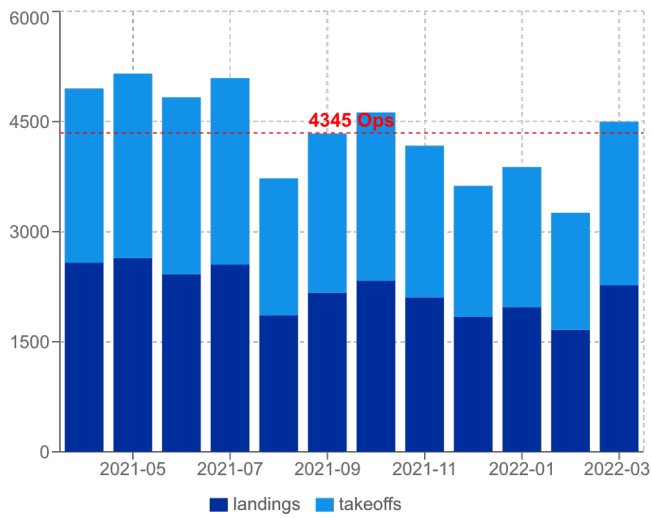


## Top Airports



## Historical Data

### Landings and Takeoffs by Month



### Busiest Days on Record

Ranking	Days	Operations	Aircraft
1	2021-07-24	325	53
2	2021-07-22	310	66
3	2022-03-13	298	85
4	2021-07-21	286	71
5	2021-05-14	283	111



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this “**Agreement**”) is entered into as of the last date of signature below (the “**Effective Date**”), by and between **1200.aero, Inc.** a North Carolina corporation (“**1200.aero**”) and the Client set forth below:

1200.aero		Client	
Company	<u>1200.aero, Inc.</u>	Client	<u>Columbus Municipal Airport</u>
Address	<u>306 Roebling Ln.</u>	Address	<u>1308 Bill Babka Drive, 2765 14th Ave</u>
City/State/Zip	<u>Cary, NC 27513</u>	City/State/Zip	<u>Columbus, NE 68602</u>
1200.aero Principal Contact		Client Principal Contact	
Name	<u>Ivan Vasquez</u>	Name	<u>Aaron Diedrichs</u>
Title	<u>Founder &amp; CEO</u>	Title	<u>Airport Manager</u>
Phone	<u>919 360 6120</u>	Phone	<u>402 564-7377</u>
Email	<u>ivan@1200.aero</u>	Email	<u>Aaron.Diedrichs@columbusne.us</u>

1. Scope of Service. The following Service will be provided by 1200.aero:

### Live Map

- Live tracking of all ADS-B-equipped aircraft within approximately 30 nautical miles of Client’s airport, including VFR, IFR and ground operations.
- Past, current and scheduled arrivals and departures based on ADS-B data and FAA filed flight plans.
- Searchable aircraft tracking history for up to 2 years.
- Visualization of parked aircraft and any geo-fenced ramps.
- Visualization of current operations counts in near-real time.
- Playback of CTAF/tower audio in near-real time (may require additional hardware for optimal performance).

### Reports

- Operational statistics by month, year or custom date range, including daily operation counts by aircraft category, engine type, training, local vs. itinerant, runway, source / destination airport and weather conditions.
- Operational details for custom date ranges, including tail number, aircraft type, operation type, used runway.
- Statewide statistics for airports in the 1200.aero network.
- All reports downloadable in PDF format.

### Notifications

- Daily operations summary notifications (landings, takeoffs, active and parked aircraft for previous day)
- Monthly operations summary notifications (landings, takeoffs, active and parked aircraft for previous day)
- Safety-related events (emergency transponder codes, near mid-air collisions, potential off-airport landings)
- Notifications delivered via email, text message or Slack (Client is responsible for obtaining its own Slack account)

### ATC Audio Recordings

- Replaying of CTAF/tower audio recordings, searchable by date and time (may require additional hardware for optimal performance).

### Noise Complaints

- Search and replay of flight activity by street address and approximate date & time.

### Support

- Response to requests for Customer support within 1 business day
- Receiver maintenance

2. Term. The Initial Term of this Agreement begins on the Effective Date and continues for one (1) year.


3. Fees.

- The first three (3) months of this Agreement will be a Trial Period. No Service fee will apply during the Trial Period.
- Client agrees to pay a one-time, **non-refundable fee of \$850 for Software and Receiver setup and configuration**. This fee will be invoiced on or shortly after the Effective Date.
- Based on currently available information showing a monthly average of 22 Operations per day\*, the Service fee would be **\$95 per month (\$1,140 per year)**. The actual Service fee (not to exceed \$300 per month) will be determined and emailed to Client at the end of the Trial Period. NOTE: "Operations" means the sum of landings and takeoffs to/from runway pavement for a given period of time at the airport in question.
- The Service Fee is invoiced in advance for each year of the Agreement.

\* Source: <https://www.airnav.com/airport/KOLU>

This Agreement consists of this cover page and all the provisions contained in the Terms and Conditions attached hereto and any other Schedules or Attachments attached hereto. **EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING THE ATTACHED TERMS AND CONDITIONS AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.**

1200.aero, Inc.

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

Ivan Vasquez - Founder & CEO

Print Name and Title

Date: Sep 1, 2022

Client:

By: Aaron Diedrichs

Aaron Diedrichs

Print Name and Title

Date: 09/02/2022

## 1200.AERO SAAS AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** Under the terms of this Agreement, 1200.aero will provide Client on a “software as a service” basis with use of software and hardware for monitoring and measuring the operation of general aviation assets which, together with the implementation, consulting, hosting and support services provided by 1200.aero, is defined as the “**Service.**”

### 2. **Service**

(a) 1200.aero grants Client the non-exclusive, non-transferable right to use the Service during the term of this Agreement solely for Client’s benefit, subject to the terms of this Agreement. Client may use and access the Service solely through a 1200.aero-designated web site (“**Site**”). Client agrees to comply with all applicable laws, rules and regulations when using the Service and associated data, and to not use the Service in support of any criminal, fraudulent, or illegal endeavors.

(b) The Service may be used and accessed for Client’s own purposes and only by Client’s employees and contractors while doing work for Client (“**Users**”). Client’s contractors may use the Service only for the benefit of Client. Client will use reasonable efforts to protect the confidentiality of the usernames and passwords of its Users. Client is responsible for any violation of this Agreement by Users. Client agrees to promptly notify 1200.aero if Client becomes aware of any User’s breach of this Agreement or of any unauthorized use of a User’s account.

(c) 1200.aero will use commercially reasonable efforts to make the Service available on 24 hours a day, 7 days a week, and 365 days a year basis, subject to Section 10(f) below and excluding downtime for maintenance purposes. 1200.aero regularly changes and enhances its Service and may modify the Service from time to time without notice to Client. 1200.aero may provide or perform certain parts of the Service through third-party vendors and subcontractors, including use of a third-party hosting facility.

(d) Client shall not and shall not allow any User or third party to: (1) interfere with or disrupt the integrity or performance of the Service; (2) access or use the Service in a way that circumvents any usage limit; (3) access the Service for purposes of monitoring availability, performance or functionality, to build a competitive product or service, or for any other benchmarking or competitive purposes; or (4) attempt to gain unauthorized access to the Service.

(e) If Client obtains a limited evaluation or trial or other no-fee right to use the Service, whether separately or during the first part of the Initial Term (“**Evaluation Service**”), Client’s rights shall be limited to evaluation and/or trial use. Section 8(b) below does not apply to Evaluation Service. Evaluation Service is provided “AS-IS”, without warranty of any kind.

### 3. **Receiver**

(a) The Service requires the use of a data receiver, to be provided by 1200.aero (“**Receiver**”), which includes an outdoor antenna. Client agrees to host the Receiver at its facilities. Client must provide a suitable space with internet access for the Receiver including the antenna, and an electrical outlet for the Receiver. The Receiver must be kept indoors at controlled room temperature, away from flammable materials.

(b) The Receiver remains the sole property of 1200.aero and is for use solely in support of the Service. Client agrees to return the Receiver to 1200.aero, at 1200.aero’s expense, upon the request of 1200.aero. Client will keep the Receiver free from all liens and encumbrances.

(c) Unless the parties otherwise agree, Client agrees to install the Receiver including the antenna according to 1200.aero’s requirements. 1200.aero will assist Client with the installation and configuration of the Receiver upon Client’s request. Client will provide 1200.aero with onsite access to the Receiver for maintenance purposes upon reasonable advance notice.

(d) Client acknowledges and agrees that the data collected by the Receiver (“**Receiver Data**”) includes flight information that will be fully available for 1200.aero to use in its business, including for use and access by other 1200.aero clients. To the extent Client has any rights to Receiver Data, Client grants to 1200.aero a perpetual, irrevocable, worldwide, sublicensable, non-exclusive, and transferable right and license to use, copy, distribute, modify, aggregate, and make derivative works of such Receiver Data, for any purpose. 1200.aero, however, will not disclose or use confidential operational details about specific airport tenants, aircraft or aircraft fleets without the consent of the tenant or aircraft/fleet owner/operator, except to provide the Service under this Agreement.

### 4. **Support and Maintenance**

(a) 1200.aero will reasonably assist Client with the operation and use of the Service and with failures of the Service to operate substantially in accordance with its description (“**Errors**”). 1200.aero does not warrant or represent that all Errors can and will be corrected.

(b) Client shall take reasonable steps to confirm that the issue is with the Service and not with Client’s network, hardware, or facility. 1200.aero shall have reasonable access to Client’s staff and Client shall provide information and perform tasks as reasonably requested by 1200.aero to aid in the resolution of problems.

(c) 1200.aero may use any feedback regarding any suggested improvements to the Service provided by Client for any purpose, including without limitation to modify, supplement, or improve the Service, without payment or compensation to Client.

### 5. **Term; Termination**

(a) This Agreement is effective beginning on the Effective Date and will continue for the Initial Term specified on the cover page. At the end of the Initial Term and each Renewal Term, this Agreement will automatically renew for successive annual renewal terms (each, a “**Renewal Term**”) unless either party gives at least sixty (60) days prior written notice to the other party of its intent to terminate this Agreement.

(b) Either party may terminate this Agreement if the other party materially breaches this Agreement, and such breach is not cured within thirty (30) days after written notice.

### 6. **Fees**

(a) Client shall pay 1200.aero the amounts set forth above. Service subscription fees are payable in advance and all invoices will be due within thirty (30) days after invoice date. Late payments will be subject to interest at the rate of twelve percent annually, or the maximum amount allowed by applicable law if lower. If a payment becomes thirty (30) days or more overdue, and has not been reasonably disputed by Client, 1200.aero may suspend Client’s access to all or any part of the Service. All payments shall be made in United States dollars and are non-refundable. Client agrees to reimburse 1200.aero for reasonable out-of-pocket expenses that are pre-approved in writing by Client.

(b) If Client claims tax-exempt status, Client will provide 1200.aero upon request with a correct copy of Client's tax-exempt certification. Otherwise, Client agrees to pay all sales, use, excise, VAT, and other taxes based on this Agreement, excluding taxes based on 1200.aero's net income.

## 7. Intellectual Property

(a) Client agrees that 1200.aero and its third party licensors own all right, title and interest, including all intellectual property rights, in the Service, the Receiver, all associated software, and the Site (collectively, "**1200.aero Intellectual Property**"), including but not limited to structure, organization, design, algorithms, templates, data models, screen displays, and report formats associated therewith. 1200.aero reserves all rights to 1200.aero Intellectual Property not specifically granted herein.

(b) Client will not: (i) reverse engineer, decompile or disassemble 1200.aero Intellectual Property, and will not otherwise attempt to reconstruct or discover the source code for 1200.aero Intellectual Property; (ii) provide, lease, sell or use for timesharing, service bureau or hosting purposes or otherwise use or allow others to use 1200.aero Intellectual Property for the benefit of third parties; or (iii) copy, modify, translate, distribute, disclose, sublicense, create derivative works from, transfer, display, or unbundle any 1200.aero Intellectual Property.

## 8. Warranties and Disclaimers.

(a) Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder.

(b) 1200.aero warrants that the Service will substantially conform to the description provided in connection with the Service. Client's sole and exclusive remedy for breach of this warranty is for 1200.aero to use commercially reasonable efforts to cause the Service to conform.

(c) 1200.aero does not warrant that the Service will operate uninterrupted or error-free. Receiver Data and associated analytics and derivatives are provided on an "AS-IS" basis, without warranty. To the extent that data is being collected from aircraft and transmitted over the Internet or Client's network, Client acknowledges that 1200.aero has no control over the functioning of the Internet, aircraft equipment or any other non-1200.aero hardware and network resources and 1200.aero makes no representations or warranties of any kind regarding the performance of any such equipment and networks. Client is solely responsible for all decisions made using the Service.

**(d) THE SERVICE IS NOT AN AIR TRAFFIC CONTROL SYSTEM AND IS NOT FOR USE IN MANAGING AIR TRAFFIC. IN NO EVENT WILL 1200.AERO OR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS, OR DIRECTORS BE LIABLE IN ANY WAY FOR ANY AVIATION INCIDENTS OR ASSOCIATED DAMAGES OR LIABILITIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 1200.AERO AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**

(e) 1200.aero may from time to time provide as part of the Service interfaces to third party software, systems, databases and services (collectively, "**Third-Party Systems**"). 1200.aero reserves the right to charge additional fees for providing and supporting interfaces. Unless otherwise agreed in writing by 1200.aero, Client is solely responsible for obtaining any permissions and consents from third-party vendors necessary for 1200.aero to deliver any interfaces to Third-Party Systems that have been acquired by Client. Client acknowledges that 1200.aero has no control over Third-Party Systems and accordingly 1200.aero makes no representations or warranties of any kind regarding its interfaces to Third-Party Systems.

## 9. Liability; Insurance

(a) Client agrees that the aggregate liability of 1200.aero and its suppliers relating to this Agreement and the Service shall be limited to the amount of fees actually received by 1200.aero from Client under this Agreement during the one-year period immediately preceding the event which gave rise to the claims. In no event shall either party be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if such party is told that any of such damages may occur.

(b) Each party shall maintain commercially reasonable insurance to protect against claims and risks relating to this Agreement.

## 10. Other Provisions

(a) Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that such consent shall not be necessary in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, so long as such acquirer is not a competitor of the other party. Any permitted assignee must agree in writing to the terms of this Agreement.

(b) The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between 1200.aero and Client.

(c) Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the first page of this Agreement either: (i) by personal delivery; (ii) by certified mail; (iii) by recognized express courier, and shall be effective upon receipt, or (iv) by email, with confirmation of receipt.

(d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. 1200.aero will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.

(e) Choice of Law and Arbitration.

(i) This Agreement shall be governed by and interpreted in accordance with the laws of the state of North Carolina, without giving effect to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods does not apply to this Agreement.

(ii) Each party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("**Dispute**") promptly by negotiation between executives or managers who have authority to settle the Dispute. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.

(iii) All Disputes that cannot be resolved through good-faith negotiation will be settled by binding arbitration. Judgment on any award rendered may be entered in any court having competent jurisdiction. The arbitration hearing will be conducted in accordance with the then-current rules of the American Arbitration Association. The site of the Arbitration will be Raleigh, NC, USA. The arbitration panel shall consist of one arbitrator. Notwithstanding the foregoing, either party may pursue injunctive relief to protect its intellectual property rights and confidential information.

(f) Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond its reasonable control, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, pandemic, epidemic, act of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather or other act of God, or failure of telecommunication or internet service providers.

(g) No 1200.aero Intellectual Property, nor any direct product thereof or technical data related thereto, shall be exported or re-exported by Client in violation of any export or import regulations of the United States or any other applicable jurisdiction, including but not limited to the United States Export Administration Regulations and end-user, end-use, and country destination restrictions issued by the United States and other governments.

**8. Adjournment.**