

Board of Airport Commissioners
Tuesday, March 11, 2025 12:00 PM
Columbus Community Building/Community Room
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 City Hall, 2500 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at www.columbusne.us.

{{Name: Agenda Item Name}}

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

84-1407. Act, how cited.

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

Source: Laws 2004, LB 821, § 34.

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.

Source: Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

Annotations

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. *McQuinn v. Douglas Cty. Sch. Dist. No. 66*, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. *Marks v. Judicial Nominating Comm.*, 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. *Grein v. Board of Education of Fremont*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

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, (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, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(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.

Source: Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12.

Annotations

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature

has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).

- As an administrative agency of the county, a county board of equalization is a public body. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. State ex rel. Newman v. Columbus Township Bd., 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. Johnson v. Nebraska Environmental Control Council, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

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.

Source: Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

Annotations

- There is no absolute discovery privilege for communications that occur during a closed session. *State ex rel. Upper Republican NRD v. District Judges*, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. *Grein v. Board of Education*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. *Simonds v. Board of Examiners*, 213 Neb. 259, 329 N.W.2d 92

(1983).

- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body; applicability of section.

(1) Until January 1, 2025:

(a) Except as provided in subsection (10) of this section, 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 website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee or the governing body of a rural or suburban fire protection district, 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 website; or

(B) Posting written notice in three conspicuous public places in such city, village, or district. 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.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(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) Beginning January 1, 2025:

(a) Except as provided in subsection (10) of this section, 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 (2)(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 committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

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

(iii) In the case of a public body not described in subdivision (2)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public

body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(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; and

(xiii) A natural resources district.

(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 subsections (1) and (2) 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, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, 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 (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee 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.

(4) 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.

(5) 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.

(6) 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 (5) 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.

(7) 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.

(8)(a) Notwithstanding subsections (3) and (6) 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 subsections (1) and (2) 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 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 (5) 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 subsection (5) of section 84-1413.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

(10) This section does not apply to a meeting of the Nebraska Power Review Board or a public power district, a public power and irrigation district, an electric membership association, an electric cooperative company, a municipality having a generation and distribution system, or a registered group of municipalities if such meeting is subject to section 70-1034.

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13; Laws 2024, LB287, § 74; Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8.

Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB287, section 74, with LB399, section 4, and LB1370, section 8, to reflect all amendments.

Note: Changes made by LB287 became operative April 17, 2024. Changes made by LB399 became effective July 19, 2024. Changes made by LB1370 became operative July 19, 2024.

Cross References

- **Emergency Management Act**, see section 81-829.36.
- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.
- **Municipal Cooperative Financing Act**, see section 18-2401.
- **Opioid Prevention and Treatment Act**, see section 71-2485.

Annotations

- Under subsection (1) of this section, the Legislature has imposed only two conditions on

the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).

- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(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.

(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.

Source: Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13; Laws 2024, LB43, § 21.

Operative Date: July 19, 2024

Annotations

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. *Stoetzel & Sons v. City of Hastings*, 265 Neb. 637, 658 N.W.2d 636 (2003).

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; 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 or kept as an electronic record and shall be 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 or keeping the minutes is absent due to a serious illness or emergency.

(6) 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 website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website 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 website for at least six months.

Source: Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2.

Annotations

- Under prior law, if a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before

taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).

- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).
- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

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.

Source: Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

Annotations

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).
- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

2. Minutes of January 14, 2025, meeting.

BOARD OF AIRPORT COMMISSIONERS MEETING
January 14, 2025

A meeting of the Board of Airport Commissioners of the City of Columbus, Nebraska, was convened in open and public session on January 14, 2025, at 12 p.m. in the Columbus Community Building, Community Room, 2500 14th Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on January 2, 2025, 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 in the meeting room. Present were members Logan Bronson, Robert Cruise, and Jeff Vaughn. Members Brian Kenwood and Brad Keyes were absent and excused. City staff members included Airport Manager Ross Niedbalski, Assistant City Clerk Linda Nickeson, and Account/Human Resource Clerk Karen Bomberger.
2. **ELECTION OF CHAIR AND VICE-CHAIR.** Cruise called for nominations for chair. Bronson nominated Cruise as chair. No other nominations were brought forward. Nominations closed and Cruise was elected chair with a motion by Bronson and a second by Vaughn. Bronson, Cruise, and Vaughn voted "Aye" and none voted "Nay". Kenwood and Keyes were absent. Cruise called for nominations for vice-chair. Cruise nominated Bronson as vice-chair. No other nominations were brought forward. Nominations closed and Bronson was elected vice-chair with a motion by Cruise and a second by Vaughn. Bronson, Cruise, and Vaughn voted "Aye" and none voted "Nay". Kenwood and Keyes were absent.
3. **SELECTION OF FINANCE COMMITTEE AND BUILDING AND GROUNDS COMMITTEE.** Cruise appointed Bronson and himself to the Finance Committee and Keyes and Vaughn to the Building and Grounds Committee.
4. **MINUTES OF NOVEMBER 12, 2024, MEETING.** The minutes were approved as presented with a motion by Bronson and a second by Vaughn. Bronson, Cruise, and Vaughn voted "Aye" and none voted "Nay". Kenwood and Keyes were absent.
5. **FEE ADJUSTMENT FOR COMMERCIAL OPERATOR AGREEMENT WITH BEST AIR LLC.** Niedbalski explained the commercial operator agreement with Best Air allows for one three-year extension along with a fee review and stated that he recommends a monthly increase from \$302 to \$325 for a total payment of \$11,700 over the extended three-year period. The recommendation to increase the monthly fee to \$325 for the three-year extension was approved with a motion

BOARD OF AIRPORT COMMISSIONERS

January 14, 2025

Page 2

by Bronson and a second by Cruise. Bronson, Cruise, and Vaughn voted "Aye" and none voted "Nay". Kenwood and Keyes were absent.

6. **MANAGER REPORT.** Niedbalski stated that a fly-in is scheduled for April 26th and that Hy-Vee has agreed to donate bottled water and hamburger buns for the event. He reported that safety concerns regarding vehicles parking on the ramp have become a rising issue and confirmed that the area is only to be used for picking up, dropping off, and loading. He indicated that he intends to change the access code for the ramp gate as many unauthorized individuals have been using it. Niedbalski mentioned that after reviewing hangar rental rates at multiple Nebraska airports, including, Wahoo, Omaha, York, Lincoln, Grand Island, and North Platte, he believes a fair comparable rate would be \$150/month for the new 1700 square foot hangars and \$170/month for the new 2000 square foot hangars. He explained that the rate should be based on square footage and comparable to airports similar to Columbus and that he would like to have a price in place prior to contacting those on the waiting list. Cruise pointed out that convenience should also be a factor in determining hangar rent.

7. **ADJOURNMENT.** The meeting adjourned at 12:24 p.m.

OFFICE OF THE CITY CLERK

: Linda Nickeson

3. Lease to hangar aircraft agreement with Luke N. Forney.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of February, 2025, 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 LUKE N. FORNEY (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-4 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Dollars (\$1,200). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Dollars (\$600), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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 <u>7252L</u>	N _____
Make <u>American Aviation</u>	Make _____
Model <u>AA-1A</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1972</u>	Year _____
No. of Seats <u>2</u>	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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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): L. K. Farney
Attn: 2390 40th Bruno
Bruno Ne, 68014

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 (4th) 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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

4. Land lease agreement with Nebraska Public Power District.

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease", is made and entered into effective this 1st day of January, 2025, between the CITY OF COLUMBUS, a municipal corporation and political subdivision of the State of Nebraska, hereinafter referred to as "Lessor" and NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Lessor herein is the owner of the Columbus Municipal Airport located in Platte County, Nebraska (hereinafter referred to as the "Airport"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto District a parcel of land (located within the Airport) described herein, together with certain privileges, rights, uses, and interests therein, as hereinafter set out; and

WHEREAS, District proposes to lease on a net basis (as defined below) from Lessor the ground area described and depicted on Exhibit "A" attached hereto and described below as "Leased Premises" and made a part hereof, all as herein set forth, which Lessor deems advantageous to itself and to the efficient operation of the Airport; and

WHEREAS, District has indicated a willingness and ability to properly keep, maintain, and improve said Leased Premises in accordance with standards established by Lessor if granted a lease of sufficient term on said Leased Premises.

NOW, THEREFORE, Lessor and District agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

A. DESCRIPTION OF LEASED PREMISES. Lessor, in consideration of the compensation and covenants and agreements set forth herein to be kept and performed by District, does hereby lease unto District, upon the conditions hereinafter set forth, the following Leased Premises and attendant rights, privileges, uses, and interests (hereinbefore and hereinafter called the "Leased Premises") and described by metes and bounds below:

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID SW1/4, THENCE N 01°42'25" W (BEARINGS BASED ON NEBRASKA STATE PLANE COORDINATE SYSTEM), 2344.57 FT. ON THE WEST LINE OF SAID SW1/4; THENCE N 88°17'35" E,

1173.36 FT. TO THE POINT OF BEGINNING; THENCE N 57°44'27" E, 82.29 FT.; THENCE N 31°28'27" W, 10.00 FT.; THENCE N 58°31'12" E, 69.44 FT.; THENCE N 31°20'26" W, 7.98 FT.; THENCE N 58°32'58" E, 35.00 FT.; THENCE S 31°27'37" E, 30.01 FT.; THENCE S 58°32'58" W, 35.00 FT.; THENCE S 57°48'58" W, 25.71 FT.; THENCE S 31°47'53" E, 196.52 FT.; THENCE S 57°37'46" W, 127.16 FT.; THENCE N 31°28'12" W, 209.73 FT. TO THE POINT OF BEGINNING, CONTAINING 0.66 ACRES MORE OR LESS.

The location and a depiction of the Leased Premises is set forth on Exhibit "A", attached hereto. District and its sublessees shall enjoy the general use of all public Airport facilities and improvements of a public nature which are now, or may hereafter be, connected with or appurtenant to the Airport, except as provided herein.

Lessor shall have the right to approve the location of fuel storage improvements on the Leased Premises. Approval shall not be unreasonably withheld.

For the purpose of this Lease, "Public Airport Facilities" shall include all necessary landing area appurtenances, including, but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and navigational aids, lighting facilities, adequate terminal facilities, or other public things appurtenant to the Airport. The Lessor shall not by contractual agreement or otherwise, allow third parties to utilize the Leased Premises described herein.

It is mutually agreed that the granting of this Lease and its acceptance by District is conditioned upon the right to use the Public Airport Facilities in common with others authorized to do so, which right shall be exercised only subject to and in accordance with Columbus Municipal Airport Rules and Regulations (as may be amended from time to time), the laws of the United States of America and the State of Nebraska and the rules and regulations promulgated by their authority or any department or agency thereof with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, policies, regulations of Lessor, and ordinances of the City of Columbus now in force or hereafter prescribed.

B. RIGHTS, PRIVILEGES, USES, AND INTERESTS. In addition to the general rights, privileges, uses, and interests attaching to the Leased Premises hereinbefore described, and without limiting the generality thereof, the following particular rights, privileges, uses, and interests are given to District and/or its lessees or sublessees, to-wit:

- (1) The loading and unloading of aircraft in any lawful private aviation activities.
- (2) The maintenance, storage, and servicing of aircraft owned, leased, rented, and/or managed by the District or which are used by the District in the conduct of its business. Maintenance and servicing of aircraft shall include over-hauling, rebuilding, repairing, inspecting, and licensing activities performed on such aircraft by the District, its employees, agents, and/or contractors. The Leased Premises shall not be used by the District to

perform maintenance, storage, and servicing of aircraft for members of the public, generally, who are owners or operators of aircraft or those who do not have a contractual relationship with the District for operation, maintenance, or repair.

- (3) The use of said Public Airport Facilities and navigational aids and facilities relating thereto for purposes of non-commercial landings, takeoffs, and taxiing of aircraft.
- (4) The use of and a right of ingress to and egress across Airport property from the Leased Premises without charge therefore, except the considerations set out herein.
- (5) The right to construct and install fuel storage improvements, including but not limited to, preapproved above-ground fuel storage tanks and related equipment on the Leased Premises and in the location defined on Exhibit A, for use by District and by third parties for which District subleases to or with whom District has an operation, management, maintenance, or repair agreement. Underground fuel storage tanks are not authorized and shall not be installed or used. All improvements must be preapproved by Lessor prior to installation. Such approval shall not be unreasonably withheld.
- (6) The right to provide for the location, construction, erection, and maintenance of improvements, in any lawful manner, upon or in the Leased Premises for the purpose of carrying out any of the activities provided for herein; subject, however, to the conditions herein generally or particularly set forth.

ARTICLE II

OBLIGATIONS OF LESSOR

A. Lessor covenants and agrees that at and until the granting and delivery of this Lease it is well seized of the Airport and Leased Premises and has good title thereto, free and clear of all liens and encumbrances having priority over this Lease and full right and authority to lease the same as herein set forth and that all things have happened and been done to make its granting of said Lease effective and Lessor warrants to District peaceful possession and quiet enjoyment of the Leased Premises and Airport as set out herein during the term hereof upon performance of District's covenants herein.

B. Lessor covenants and agrees during the Lease hereof to operate and maintain the Airport and its Public Airport Facilities, as defined in Article I, Paragraph A, as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act. Thereafter, Lessor may but shall not be obligated to, maintain the Airport under the terms of this Lease. In the event, however, that the Airport should be abandoned by the Lessor during the twenty

(20) year term of this Lease, all rental fees, future fees, and charges shall cease and thereby be discontinued. Any pre-paid rent shall be prorated and returned to District.

C. It is further agreed that Lessor shall have the right to install and shall, without cost to District, maintain within the area of the Leased Premises as shown on the attached Exhibit "A", water, sewer, and electric lines with a capacity sufficient to serve the Leased Premises.

D. Lessor agrees to keep the general service lines for water, sewer, and electricity located off the Leased Premises operational during the term of this Lease, at no expense to District, and District shall have the right to hook onto the same at District's expense. All services on the Leased Premises shall be installed by District at District's expense. All services of the Leased Premises installed after the effective date of this Lease shall be installed by District upon approval of application for the same in accordance with the plans and specifications furnished to Lessor. Such approval shall not be unreasonably withheld.

E. Lessor hereby agrees to maintain the concrete areas surrounding District's Leased Premises including snow removal or plowing.

ARTICLE III

OBLIGATION OF DISTRICT

A. District agrees that the Leased Premises shall be maintained in a presentable condition consistent with good business practices and equal in appearance and character to other similar improvements on the Airport, specifically meaning maintenance of the area surrounding the building on the Leased Premises. If this maintenance is not satisfactorily done by District, Lessor, after giving District seven (7) days' notice, may perform the maintenance and charge District therefore for said costs and expenses incurred for said maintenance.

B. District and its tenants, employees, agents, and servants shall obey the Rules and Regulations of the Columbus Municipal Airport as may from time to time be lawfully and reasonably promulgated and amended by Lessor or its authorized agents in charge of the Airport. District and its tenants will be required to obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof and by the State of Nebraska for like purposes.

C. District agrees that no structure or improvement that is not permitted under the terms of this Lease will be placed on the premises except by written authorization of Lessor or its authorized agents.

D. District, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on

said Leased Premises described in this Lease for the purpose for which United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the District shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 USCS Section 47107(a), Project Grant Application Approval Conditioned on Assurances About Airport Operation, and any applicable Regulations, or amendments thereto, and will be bound by all of the items, conditions, and assurances contained or made applicable by the grant agreement for such program or activity.

- (2) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises.
- (3) In the construction of the improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (4) District shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 USCS Section 47107(a), Project Grant Application Approval Conditioned on Assurances About Airport Operation, and any applicable Regulations, or amendments thereto.

E. District represents that the use of the Leased Premises by District or its successors and assigns will at all times during the term of this Lease be for a "public purpose" within the meaning of that term as it is used in the Laws and Regulations of the State of Nebraska pertaining to taxation.

In the event that the Leased Premises shall at any time become subject to taxation solely by virtue of use for a non-public purpose by District or its successors and permitted assigns, District shall pay such taxes as shall be attributable to the term of this Lease before they become delinquent, and failure to do so shall be an event of default under this Lease.

ARTICLE IV

TERM OF LEASEHOLD

A. The term of this Lease shall be for a term of twenty (20) years commencing January 1, 2025. During the last year of the term of this Lease District shall have the right to renegotiate the Lease for additional periods at a rental rate to be negotiated. In the event District does not renew the Lease or District terminates this Lease as provided herein, District shall have the option to either remove any improvements and personal property placed upon the Leased Premises by District or sell the improvements owned by District.

B. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the term of such suspension, or District shall have the right to terminate this Lease as provided herein.

C. The Parties hereby agree that any improvements erected on the Leased Premises by District, under this Lease Term or previous lease terms under Leases between the Parties, shall remain personal property of District and said improvements shall not become a part of the real estate. In the event District decides to sell the improvements owned by the District, Lessor shall have the right of first refusal to buy the District's improvements. The right of first refusal is defined for the purposes of this Lease as meaning the Lessor shall have the right, if it chooses, to purchase the improvements for a price equal to an amount which District is willing to sell the improvements to a third party and District shall not sell the improvements to a third party at a lesser price without first offering Lessor the right to purchase the said improvements at said lesser price.

ARTICLE V

RENTALS

A. For the Leased Premises leased to District as shown on Exhibit "A", including Area for private aprons, fuel storage area, and buildings therein, as defined in Article I, Paragraph A, a gross lease payment of \$8,625 per year shall be paid to Lessor by District. The annual rental amount as stated above shall be increased each year in accordance with the proportionate cumulative increase in the "All Urban Consumers" Consumer Price Index (as set by the U.S. Bureau of Labor Statistics) as follows:

- The previous year's annual sum, plus whichever is higher of:
 - o The proportionate cumulative increase in the Consumer Price Index (as set by the U.S. Bureau of Labor Statistics) for the prior year timeframe from September 1st to August 31st
 - o or a 3% increase of the previous year's sum.

Lessor will provide the adjusted increased annual sum to Lessee for the upcoming year at least sixty (60) days in advance of the next year's annual sum's effective date.

B. The lease payment above provided for shall be paid annually, in advance, the first payment to be made on January 1, 2025, and by January 1st of each year thereafter.

ARTICLE VI

TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

A. This Lease shall terminate at the end of the full term hereof and District shall have no further right or interest in any of the lands hereby leased except as provided in Article IV, Paragraph A hereof.

B. In the event Lessor abandons the Airport during the term of this Lease, as set forth in Article II, Paragraph B of this Lease, District shall have the option to either remove any improvements placed on the Leased Premises by District or sell the improvements owned by District as provided in Article IV, Paragraphs A & C. District is also entitled to any prorated prepaid rents as stated in Article II, Paragraph B.

C. Lessor may take immediate possession of the Leased Premises and declare this Lease terminated upon the occurrence of any of the following events: non-payment of the whole or any part of the amounts agreed upon at the time such payments become due; on the filing of a voluntary petition of bankruptcy by District; the destruction of the improvements on the Leased Premises without replacement thereof within a six (6) month term; making of any general assignment for the benefit of creditors; the occurrence of any act which operates to deprive District permanently of the rights, power and privileges necessary for the proper conduct and operations of the rights granted herein; the abandonment of the Leased Premises by District; or, upon the non-performance by District of any of the agreements and covenants herein mentioned by it to be kept and performed. It is agreed that failure of Lessor to declare this Lease terminated upon the default of District for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease; provided, however, that before exercising its termination privileges herein, Lessor shall first give written notice to District of any default or alleged breach, and District shall have sixty (60) days within which to comply before this Lease may be terminated.

D. District may, for any reason, terminate this Lease by providing written notice to Lessor at least six (6) months prior to the desired date of such termination.

E. District shall have the right and privilege of sale, assignment, and/or transfer of this Lease for the purposes defined in Article I, Paragraph B hereof upon notice to Lessor, except that District shall not sell, assign, and/or transfer this Lease without approval of Lessor. Said approval shall not be unreasonably withheld.

F. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use, and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Lease to the Government, shall be suspended in accordance with Article IV, Paragraph B hereof.

G. This Lease shall be subordinate to the provisions of any existing or future lease between Lessor and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development or use of the Airport. Should the effect of such future agreement with the United States Government be to take any of the property under agreement or substantially destroy the value of such improvements during the term of this Lease, Lessor shall relocate the

improvements or terminate this Lease under the terms of Article VI, Paragraph B hereof, at the option of District.

H. District shall have the right to sublease all or any part of the space leased hereunder; provided, however, that any tenant or sublessee shall be subject to the same conditions, obligations, and terms as set forth herein and District shall be responsible for the observance by its tenants and sublessees of the terms and covenants of this Lease.

ARTICLE VII

NOTICES

Notice to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Columbus Municipal Airport, 1304 Bill Babka Drive, Columbus, Nebraska 68601, or to the City of Columbus, 2500 14th Street, Suite 3, Columbus, NE 68601, or to such other address as may have been designated in writing from time to time. Notices to District shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to District to the attention of Ross DeBower, Land Management Supervisor, Box 499, Columbus, Nebraska 68602-0499, or to such other address as may have been designated in writing from time to time.

ARTICLE VIII

GENERAL PROVISIONS

A. **NET LEASE.** This Lease in every sense shall be without cost to Lessor for the development, maintenance, and improvement of the Leased Premises. It shall be the sole responsibility of District to keep, maintain, and repair any and all buildings which it may construct on the Leased Premises at District's sole cost and expense.

B. **INDEMNIFICATION.** It is agreed that in the use of the Leased Premises, the erection or construction of any improvements thereon, and the exercise or enjoyment of the privileges herein granted, District agrees to indemnify and save harmless the City of Columbus, Nebraska from any and all losses that may result to the City of Columbus, Nebraska from any negligence on the part of District. District shall not be responsible to indemnify Lessor in the following events: Acts of God, riots, civil commotion, and the public enemy.

C. **STORAGE OF MATERIALS AND SALE OF GOOD AND SERVICES.** District shall refrain from storing any items or materials on the Leased Premises which could violate the local or national fire codes; however, District shall be permitted to store material and supplies incident to its operation, including, but not limited to, aviation oxygen, aviation fuel and aviation engine oil in approved containers or storage fuel tanks for use by the District and by third parties for which the District subleases to or with whom the District has an operation, management, maintenance, or repair agreement.

D. FUEL FLOWAGE FEE. If District chooses to bring fuel onto Columbus Municipal Airport for the purpose of self-fueling its aircraft or filling an installed fuel storage tank, then District shall pay to the Lessor a fuel flowage fee for the total gallons of fuel brought on to Airport property by District in the amount of ten cents (\$0.10) per gallon; at any time the fuel flowage fee as set forth in this Article of this Lease may be reviewed, reevaluated, and unilaterally increased by Lessor to a sum set forth by resolution of the Mayor and City Council. District shall provide to Lessor a copy of the "Bill of Lading" between the shipper of fuel and District detailing the type, quantity, and destination of the fuel being carried after each individual/applicable fuel delivery. This "Bill of Lading" must accompany the shipped fuel when brought onto Columbus Municipal Airport, no matter the form of transportation, and must be signed by an authorized representative of District. The Fuel Flowage Fee will be paid by the District to the Lessor thirty (30) days after each individual/applicable fuel delivery.

E. LIABILITY INSURANCE. District shall carry premises and operators' liability insurance with a minimum liability limit of one million dollars (\$1,000,000). District shall cause Lessor to be named as an additional insured on said policies and shall provide Lessor with evidence of said insurance on a current basis. District shall provide in said policies that Lessor shall be notified of cancellation of any coverages.

F. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

G. All of the terms, covenants, and agreements herein contained shall be binding upon and shall ensue to the benefit of successors and assigns of the respective parties hereto.

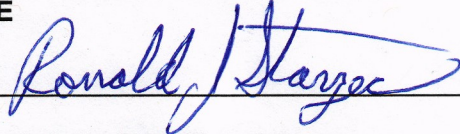
H. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska, and the parties agree that any action arising out of or related to this Lease brought in any Court by Lessor against District shall be brought only in the federal or state courts in and for the State of Nebraska.

I. This Lease is expressly subject to the statutes of the State of Nebraska regarding the City of Columbus, Nebraska and the Leased Premises hereby leased shall revert to the City of Columbus, Platte County, Nebraska, subject to this Lease, in accordance with the said statutes. This Lease shall be binding on any successor or assignee of the City of Columbus, Nebraska.

IN WITNESS WHEREOF, the parties have hereunto set their hands the dates set out below.

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**NEBRASKA PUBLIC POWER DISTRICT
LESSEE**

By: 

Printed Name: Ronald J. Starzec

Title: Land Management Manager

Date: 2-3-2025

**CITY OF COLUMBUS
LESSOR**

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:


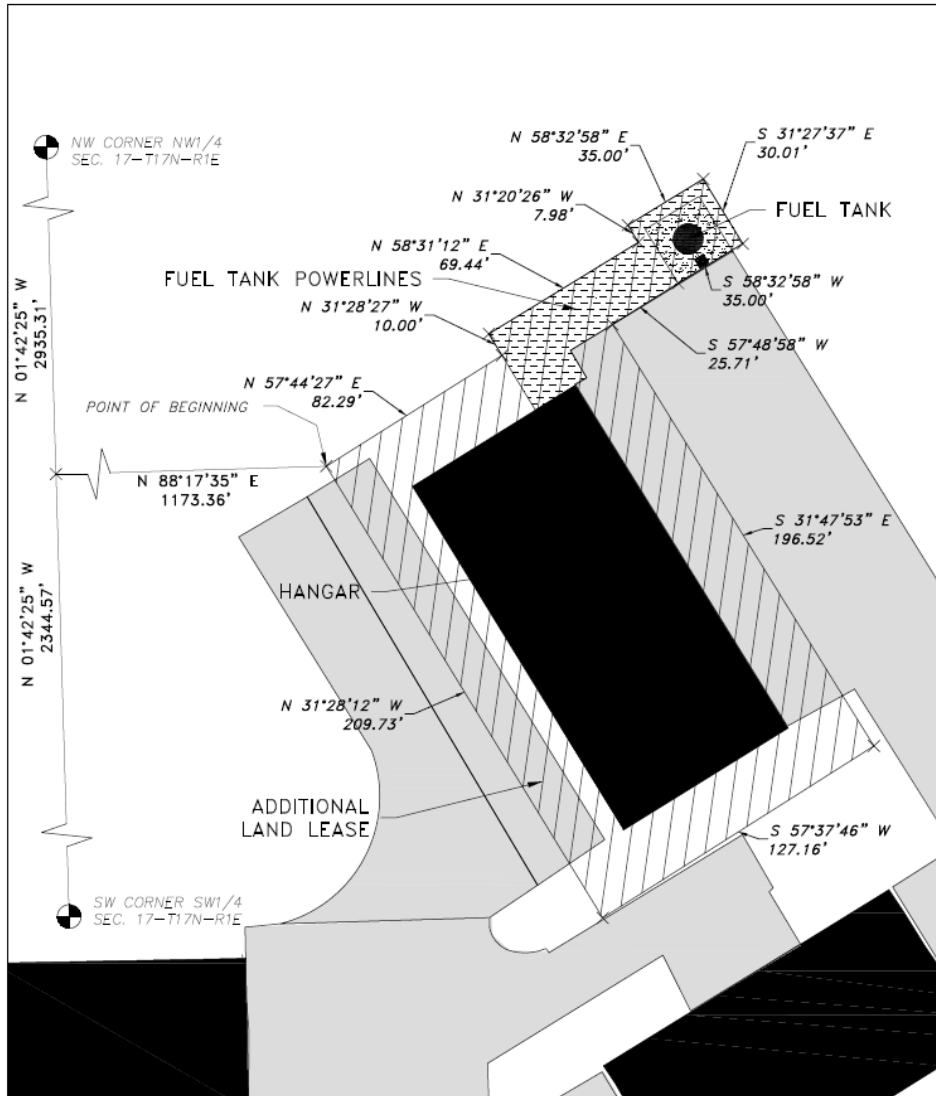

CITY ATTORNEY

EXHIBIT A

COLUMBUS MUNICIPAL AIRPORT NPPD LEASE



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID SW1/4, THENCE N 01°42'25" W (BEARINGS BASED ON NEBRASKA STATE PLANE COORDINATE SYSTEM), 2344.57 FT. ON THE WEST LINE OF SAID SW1/4; THENCE N 88°17'35" E, 1173.36 FT. TO THE POINT OF BEGINNING; THENCE N 57°44'27" E, 82.29 FT.; THENCE N 31°28'27" W, 10.00 FT.; THENCE N 58°31'12" E, 69.44 FT.; THENCE N 31°20'26" W, 7.98 FT.; THENCE N 58°32'58" E, 35.00 FT.; THENCE S 31°27'37" E, 30.01 FT.; THENCE S 58°32'58" W, 35.00 FT.; THENCE S 57°48'58" W, 25.71 FT.; THENCE S 31°47'53" E, 196.52 FT.; THENCE S 57°37'46" W, 127.16 FT.; THENCE N 31°28'12" W, 209.73 FT. TO THE POINT OF BEGINNING, CONTAINING 0.66 ACRES MORE OR LESS.



SCALE: 1"=50'
0 25' 50'

SHEET 1	NO. 2004 REVISED DATE BY 2407220	NPPD LEASE	COLUMBUS MUNICIPAL AIRPORT	PLATTE	
		COLUMBUS	NEBRASKA		

5. Manager report.

Managers' Report

1. Fly-in April 26th at noon.
2. Airport Operations
 - January 2024 334 ops
 - January 2025 433 ops
 - February 2024 594 ops
 - February 2025 411 ops
3. Airport Building Maintenance
 - Air Methods Hangar 1328 office roof leaks with snow load. Currently looking into options to address this. Had a contractor come look at.

Fund 205 AIRPORT

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
205-000-10100	FUND CASH	23,379.22	23,379.22
205-000-10101	FUND CASH - PINNACLE BANK	482,060.00	795,294.86
205-000-10115	DEPOSITS	300.00	300.00
205-000-10300	INVESTMENTS-CURRENT	712,532.45	714,878.58
205-000-11500	ACCOUNTS RECEIVABLE	0.00	2,255.14
205-000-11508	GRANTS RECEIVABLE	234,261.21	234,261.21
205-000-16200	LAND	3,290,962.08	3,290,962.08
205-000-16300	BUILDING AND LAND IMPROVEMENTS	7,645,719.72	7,645,719.72
205-000-16400	MACHINERY AND EQUIPMENT	355,283.37	355,283.37
205-000-16450	VEHICLES	92,990.41	92,990.41
205-000-16500	CONSTRUCTION IN PROGRESS	241,076.85	241,076.85
205-000-16600	ACCUMULATED DEPRECIATION	(5,763,329.50)	(5,763,329.50)
Total Assets		7,315,235.81	7,633,071.94
*** Liabilities ***			
205-000-20100	ACCOUNTS PAYABLE	163,345.18	0.00
205-000-20400	ACCRUED EXPENSES	12,074.69	12,074.69
205-000-20406	DEFERRED INFLOW OF SERVICES	229,903.22	229,903.22
205-000-22301	DEPOSITS PAYABLE	300.00	300.00
Total Liabilities		405,623.09	242,277.91
*** Fund Balance ***			
205-000-26000	FUND BALANCE	1,141,858.21	1,141,858.21
205-000-26100	CAP ASSETS NET OF DEBT	5,767,754.51	5,767,754.51
Total Fund Balance		6,909,612.72	6,909,612.72
Beginning Fund Balance			6,909,612.72
Net of Revenues VS Expenditures			481,181.31
Ending Fund Balance			7,390,794.03
Total Liabilities And Fund Balance			7,633,071.94

PERIOD ENDING 01/31/2025

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	01/31/2025 NORMAL (ABNORMAL)	MONTH 01/31/2025 INCREASE (DECREASE)
Fund 205 - AIRPORT					
Revenues					
Dept 205 - AIRPORT					
205-205-43102	FEDERAL GRANTS		1,455,000.00	524,187.00	306,661.00
205-205-44150	FUEL		9,000.00	1,708.71	643.25
205-205-45310	BUILDING RENTALS		90,000.00	40,680.00	8,102.00
205-205-45315	AIRPORT FBO RENT		24,000.00	8,000.00	2,000.00
205-205-45325	LAND RENTALS		47,800.00	21,460.50	0.00
205-205-45327	AIRPORT LEASED LAND		14,090.00	9,080.00	2,880.00
205-205-46100	INTEREST		45,000.00	19,850.36	8,534.13
205-205-49100	TRANSFERS IN		122,700.00	40,900.00	10,225.00
205-205-49100-23030	TRANSFERS IN	8 PLACE T-HANGERS	345,000.00	345,000.00	0.00
205-205-49100-25028	TRANSFERS IN	SECURITY CAMERA	7,000.00	0.00	0.00
Total Dept 205 - AIRPORT			2,159,590.00	1,010,866.57	339,045.38
TOTAL REVENUES			2,159,590.00	1,010,866.57	339,045.38
Expenditures					
Dept 205 - AIRPORT					
205-205-51100	SALARIES AND WAGES		120,540.00	46,205.44	15,473.91
205-205-51200	OVERTIME		500.00	0.00	0.00
205-205-52100	SOCIAL SECURITY		9,260.00	3,313.64	1,128.49
205-205-52200	GROUP INSURANCE		28,120.00	9,261.01	2,315.26
205-205-52300	RETIREMENT		7,270.00	2,772.34	928.44
205-205-52600	WORKERS' COMPENSATION		2,000.00	0.00	0.00
205-205-52700	TRAINING AND TUITION		2,000.00	0.00	0.00
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION		500.00	90.00	0.00
205-205-53200	PROFESSIONAL SERVICES		500.00	1,300.00	0.00
205-205-53400	COMPUTER SUPPORT/MAINT		3,000.00	0.00	0.00
205-205-53520	CONTRACT SERVICES		5,000.00	0.00	0.00
205-205-54310	BUILDING MAINTENANCE		4,000.00	413.06	413.06
205-205-54320	EQUIPMENT MAINTENANCE		14,000.00	88.62	20.79
205-205-54330	VEHICLE MAINTENANCE		5,540.00	0.00	0.00
205-205-54440	RUNWAY MAINTENANCE		25,000.00	185.63	0.00
205-205-54470	FSS BUILDING MAINTENANCE		2,000.00	0.00	0.00
205-205-54480	HANGAR MAINTENANCE		7,000.00	0.00	0.00
205-205-54520	EQUIPMENT RENTAL/PURCHASE		500.00	0.00	0.00
205-205-55200	INSURANCE		25,000.00	30,681.37	0.00
205-205-55210	CLAIMS AND SETTLEMENTS		0.00	3,650.00	3,650.00
205-205-55400	ADVERTISING AND PROMOTION		2,000.00	0.00	0.00
205-205-55900	MISCELLANEOUS		100.00	0.00	0.00
205-205-56010	SUPPLIES		8,000.00	744.22	359.70
205-205-56020	OFFICE SUPPLIES		480.00	49.98	0.00
205-205-56030	CLEANING SUPPLIES/SERVICE		7,000.00	1,010.00	260.00
205-205-56040	POSTAGE AND FREIGHT		120.00	0.00	0.00
205-205-56050	FUEL		8,590.00	416.73	28.75
205-205-56070	FERTILIZER		2,000.00	0.00	0.00
205-205-56090	SMALL TOOLS		3,500.00	0.00	0.00
205-205-56190	PERSONAL PROTECTIVE SUPP		1,000.00	0.00	0.00
205-205-56220	ELECTRICITY		15,000.00	2,643.21	1,063.68
205-205-56230	WATER AND SEWER		1,000.00	95.14	46.58
205-205-56240	TELEPHONE		2,110.00	340.98	105.95
205-205-56250	REFUSE		500.00	0.00	0.00
205-205-56260	UTILITIES - FSS BUILDING		8,500.00	2,064.34	760.73
205-205-56650	MEMBERSHIP DUES		320.00	250.00	250.00

PERIOD ENDING 01/31/2025

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	01/31/2025	MONTH 01/31/2025
			NORMAL	(ABNORMAL)	INCREASE (DECREASE)
Fund 205 - AIRPORT					
Expenditures					
205-205-57200-23030	CAPITAL-LAND & BUILDINGS	8 PLACE T-HANGERS	1,800,000.00	424,109.55	340,734.34
205-205-57510-25028	CAPITAL-EQUIPMENT	SECURITY CAMERA	7,000.00	0.00	0.00
Total Dept 205 - AIRPORT			2,128,950.00	529,685.26	367,539.68
TOTAL EXPENDITURES			2,128,950.00	529,685.26	367,539.68
Fund 205 - AIRPORT:					
TOTAL REVENUES			2,159,590.00	1,010,866.57	339,045.38
TOTAL EXPENDITURES			2,128,950.00	529,685.26	367,539.68
NET OF REVENUES & EXPENDITURES			30,640.00	481,181.31	(28,494.30)
TOTAL REVENUES - ALL FUNDS			2,159,590.00	1,010,866.57	339,045.38
TOTAL EXPENDITURES - ALL FUNDS			2,128,950.00	529,685.26	367,539.68
NET OF REVENUES & EXPENDITURES			30,640.00	481,181.31	(28,494.30)

Fund 205 AIRPORT

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
205-000-10100	FUND CASH	23,379.22	23,379.22
205-000-10101	FUND CASH - PINNACLE BANK	482,060.00	805,783.06
205-000-10115	DEPOSITS	300.00	300.00
205-000-10300	INVESTMENTS-CURRENT	712,532.45	714,878.58
205-000-11500	ACCOUNTS RECEIVABLE	0.00	2,123.63
205-000-11508	GRANTS RECEIVABLE	234,261.21	234,261.21
205-000-16200	LAND	3,290,962.08	3,290,962.08
205-000-16300	BUILDING AND LAND IMPROVEMENTS	7,645,719.72	7,645,719.72
205-000-16400	MACHINERY AND EQUIPMENT	355,283.37	355,283.37
205-000-16450	VEHICLES	92,990.41	92,990.41
205-000-16500	CONSTRUCTION IN PROGRESS	241,076.85	241,076.85
205-000-16600	ACCUMULATED DEPRECIATION	(5,763,329.50)	(5,763,329.50)
Total Assets		7,315,235.81	7,643,428.63
*** Liabilities ***			
205-000-20100	ACCOUNTS PAYABLE	163,345.18	0.00
205-000-20400	ACCRUED EXPENSES	12,074.69	12,074.69
205-000-20406	DEFERRED INFLOW OF SERVICES	229,903.22	229,903.22
205-000-22301	DEPOSITS PAYABLE	300.00	300.00
Total Liabilities		405,623.09	242,277.91
*** Fund Balance ***			
205-000-26000	FUND BALANCE	1,141,858.21	1,141,858.21
205-000-26100	CAP ASSETS NET OF DEBT	5,767,754.51	5,767,754.51
Total Fund Balance		6,909,612.72	6,909,612.72
Beginning Fund Balance			6,909,612.72
Net of Revenues VS Expenditures			491,538.00
Ending Fund Balance			7,401,150.72
Total Liabilities And Fund Balance			7,643,428.63

PERIOD ENDING 02/28/2025

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	02/28/2025 NORMAL (ABNORMAL)	MONTH 02/28/2025 INCREASE (DECREASE)
Fund 205 - AIRPORT					
Revenues					
Dept 205 - AIRPORT					
205-205-43102	FEDERAL GRANTS		1,455,000.00	529,010.00	4,823.00
205-205-44150	FUEL		9,000.00	1,832.34	123.63
205-205-45310	BUILDING RENTALS		90,000.00	51,782.00	11,102.00
205-205-45315	AIRPORT FBO RENT		24,000.00	10,000.00	2,000.00
205-205-45325	LAND RENTALS		47,800.00	21,460.50	0.00
205-205-45327	AIRPORT LEASED LAND		14,090.00	9,080.00	0.00
205-205-46100	INTEREST		45,000.00	21,258.32	1,407.96
205-205-48000	MISCELLANEOUS REVENUE		0.00	38.26	38.26
205-205-49100	TRANSFERS IN		122,700.00	51,125.00	10,225.00
205-205-49100-23030	TRANSFERS IN	8 PLACE T-HANGERS	345,000.00	345,578.29	578.29
205-205-49100-25028	TRANSFERS IN	SECURITY CAMERA	7,000.00	3,345.50	3,345.50
Total Dept 205 - AIRPORT			2,159,590.00	1,044,510.21	33,643.64
TOTAL REVENUES			2,159,590.00	1,044,510.21	33,643.64
Expenditures					
Dept 205 - AIRPORT					
205-205-51100	SALARIES AND WAGES		120,540.00	56,978.84	10,773.40
205-205-51200	OVERTIME		500.00	0.00	0.00
205-205-52100	SOCIAL SECURITY		9,260.00	4,082.54	768.90
205-205-52200	GROUP INSURANCE		28,120.00	11,576.27	2,315.26
205-205-52300	RETIREMENT		7,270.00	2,772.34	0.00
205-205-52600	WORKERS' COMPENSATION		2,000.00	0.00	0.00
205-205-52700	TRAINING AND TUITION		2,000.00	135.00	135.00
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION		500.00	90.00	0.00
205-205-53200	PROFESSIONAL SERVICES		500.00	1,300.00	0.00
205-205-53400	COMPUTER SUPPORT/MAINT		3,000.00	0.00	0.00
205-205-53520	CONTRACT SERVICES		5,000.00	0.00	0.00
205-205-54310	BUILDING MAINTENANCE		4,000.00	413.06	0.00
205-205-54320	EQUIPMENT MAINTENANCE		14,000.00	113.70	25.08
205-205-54330	VEHICLE MAINTENANCE		5,540.00	0.00	0.00
205-205-54440	RUNWAY MAINTENANCE		25,000.00	860.63	675.00
205-205-54470	FSS BUILDING MAINTENANCE		2,000.00	0.00	0.00
205-205-54480	HANGAR MAINTENANCE		7,000.00	2,119.00	2,119.00
205-205-54520	EQUIPMENT RENTAL/PURCHASE		500.00	0.00	0.00
205-205-55200	INSURANCE		25,000.00	30,350.20	(331.17)
205-205-55210	CLAIMS AND SETTLEMENTS		0.00	3,650.00	0.00
205-205-55400	ADVERTISING AND PROMOTION		2,000.00	0.00	0.00
205-205-55900	MISCELLANEOUS		100.00	0.00	0.00
205-205-56010	SUPPLIES		8,000.00	751.40	7.18
205-205-56020	OFFICE SUPPLIES		480.00	49.98	0.00
205-205-56030	CLEANING SUPPLIES/SERVICE		7,000.00	1,270.00	260.00
205-205-56040	POSTAGE AND FREIGHT		120.00	0.00	0.00
205-205-56050	FUEL		8,590.00	416.73	0.00
205-205-56070	FERTILIZER		2,000.00	0.00	0.00
205-205-56090	SMALL TOOLS		3,500.00	0.00	0.00
205-205-56190	PERSONAL PROTECTIVE SUPP		1,000.00	0.00	0.00
205-205-56220	ELECTRICITY		15,000.00	4,202.43	1,559.22
205-205-56230	WATER AND SEWER		1,000.00	121.92	26.78
205-205-56240	TELEPHONE		2,110.00	446.92	105.94
205-205-56250	REFUSE		500.00	0.00	0.00
205-205-56260	UTILITIES - FSS BUILDING		8,500.00	2,987.91	923.57

PERIOD ENDING 02/28/2025

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	02/28/2025 NORMAL (ABNORMAL)	MONTH 02/28/2025 INCREASE (DECREASE)
Fund 205 - AIRPORT					
Expenditures					
205-205-56650	MEMBERSHIP DUES		320.00	250.00	0.00
205-205-57200-23030	CAPITAL-LAND & BUILDINGS	8 PLACE T-HANGERS	1,800,000.00	424,687.84	578.29
205-205-57510-25028	CAPITAL-EQUIPMENT	SECURITY CAMERA	7,000.00	3,345.50	3,345.50
Total Dept 205 - AIRPORT			2,128,950.00	552,972.21	23,286.95
TOTAL EXPENDITURES			2,128,950.00	552,972.21	23,286.95
Fund 205 - AIRPORT:					
TOTAL REVENUES			2,159,590.00	1,044,510.21	33,643.64
TOTAL EXPENDITURES			2,128,950.00	552,972.21	23,286.95
NET OF REVENUES & EXPENDITURES			30,640.00	491,538.00	10,356.69
TOTAL REVENUES - ALL FUNDS			2,159,590.00	1,044,510.21	33,643.64
TOTAL EXPENDITURES - ALL FUNDS			2,128,950.00	552,972.21	23,286.95
NET OF REVENUES & EXPENDITURES			30,640.00	491,538.00	10,356.69

6. Adjournment.