

Board of Airport Commissioners
Tuesday, May 9, 2023 12:00 PM
Council Chambers
2500 14 Street
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

NEBRASKA OPEN MEETINGS ACT

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.

Operative Date: July 21, 2022

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.

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

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

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

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

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

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

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or

(ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; 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 subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

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

recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

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

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

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

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

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

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

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the

public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

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

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

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(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 (2)(b)(i) and (2)(b)(ii) of this section.

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.

Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB742, section 1, with LB908, section 1, and LB922, section 13, to reflect all amendments.

Note: Changes made by LB742 and LB908 became effective July 21, 2022. Changes made by LB922 became operative July 21, 2022.

Cross References

- **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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

(8) Public bodies shall make available at the meeting or the instate 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.

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.

Effective Date: July 21, 2022

Annotations

- 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).

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Source: http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414

Date: July 2022

2. Election of chair and vice chair.

3. Selection of Finance Committee and Building and Grounds Committee.

4. Minutes of January 10, 2023, meeting.

BOARD OF AIRPORT COMMISSIONERS MEETING
January 10, 2023

A meeting of the Board of Airport Commissioners of the City of Columbus, Nebraska, was convened in open and public session on January 10, 2023, at 12:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on December 28, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor, members of the city council, and members of the board of airport commissioners. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of compliance with Open Meetings Act and Roll Call:** Chair Cruise announced that a copy of the Open Meetings Act is available at this meeting. Present were Members Robert Cruise, Keith Harbour, Brian Kenwood, and Brad Keyes. Member Dennis Worden was absent. City staff members included City Administrator Tara Vasicek, Interim Airport Manager Keith Schademann, City Clerk Janelle Kline, and Assistant City Clerk Kelli Keyes. Also in attendance was Council Member Rich Jablonski.
2. **Minutes of September 13, 2022, meeting:** The minutes were approved as presented with a motion by Kenwood and a second by Keyes. Cruise, Harbour, Kenwood, and Keyes voted "Aye" and none voted "Nay". Worden was absent.
3. **Financial reports for September, October, November, and December 2022:** The financial reports for September, October, November, and December 2022 were accepted as presented with a motion by Harbour and a second by Keyes. Cruise, Harbour, Kenwood, and Keyes voted "Aye" and none voted "Nay". Worden was absent.
4. **Request of Midstate Aviation to discuss potential locations for office or hangar building:** Allison K. Johnson, president of Midstate Aviation, and her husband Luke Johnson, discussed the difficulties and cost of operating their aerial application business from a temporary trailer that has to be removed each winter as well as the restrictions of a Commercial Operator Lease that limits operation only between the months of May through October. She asked about the procedures to facilitate changes to new or permanent office space and a less restrictive lease. Schademann explained the need for clearing the area for snow removal. Tara advised meetings with her, Schademann, and two members of the airport board to discuss their needs. Cruise asked that this agenda item be brought to a future meeting if necessary.
5. **Land lease agreement with Mutual Flyers, Inc.:** A recommendation was made to approve the land lease agreement with Mutual Flyers, Inc. with a motion by

BOARD OF AIRPORT COMMISSIONERS

September 13, 2022

Page 2

Keyes and a second by Kenwood. Cruise, Harbour, Kenwood, and Keyes voted "Aye" and none voted "Nay". Worden was absent.

6. **Review hangar lease agreement:** This item was tabled with a motion by Cruise and a second by Keyes. Cruise, Harbour, Kenwood, and Keyes voted "Aye" and none voted "Nay". Worden was absent.
8. **Adjournment:** The meeting adjourned at 12:47 p.m.

OFFICE OF THE CITY CLERK

: Kelli Keyes

5. Assignment and assumption of lease agreement from Winfield Solutions, LLC. to Central Valley Ag for hangar space at airport.

The City of **Columbus**

MEMORANDUM

DATE: 3/22/2023
FROM: Ross Niedbalski, Airport Manager
TO: Tara Vasicek, City Administrator
RE: Winfield Assignment of Land Lease

RECOMMENDATION:

Recommend approval of Assignment of Land Lease from WINFIELD SOLUTIONS, LLC, a Delaware limited liability company, with its principal place of business located at 4001 Lexington Avenue North, Arden Hills, Minnesota 55126 unto CENTRAL VALLEY AG COOPERATIVE, a Nebraska corporation, with its principal place of business located at 2803 N. Nebraska Avenue, York, Nebraska 68467

DISCUSSION:

Winfield Solutions, LLC (Winfield), is in the process of selling multiple locations to Central Valley Ag (CVA). Their holdings at the Columbus Municipal Airport are just a small portion of this much larger deal. In a meeting with Winfield Lawyers, Columbus City Attorney, and myself Columbus Airport Manager on 4/20/23 it was expressed by Winfield that they are trying to streamline their operations with Central Valley Ag. Winfield expressed that by selling assets such as their hanger and spray pad and the Columbus airport it would allow CVA to have more control over their spray operations at the airport. Winfield said that if the assignment of lease wasn't approved they would simply keep the current lease and not proceed with the much larger sale to CVA.

FISCAL IMPACT:

This will have no Fiscal change to the airport or city budget as CVA would be assuming a current land lease.

ALTERNATIVE:

If not approved Winfield Solutions, LLC, has expressed that they will continue on with their Land Lease with the City of Columbus.

SIGNATURE:

By: Ross Niedbalski
Ross Niedbalski, Airport Manager

Approved By: Tara Vasicek
Tara Vasicek, City Administrator

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “Assignment” or “Agreement”) is made effective as of April 1, 2023 (the “Agreement Date”) by and among WINFIELD SOLUTIONS, LLC, a Delaware limited liability company, with its principal place of business located at 4001 Lexington Avenue North, Arden Hills, Minnesota 55126 (hereinafter “Assignor”) and CENTRAL VALLEY AG COOPERATIVE, a Nebraska corporation, with its principal place of business located at 2803 N. Nebraska Avenue, York, Nebraska 68467 (hereinafter “Assignee” and “Lessee”). Assignor, and Assignee are referred to collectively in this Assignment as the “Parties” and individually, without differentiation, each as a “Party.”

RECITALS

WHEREAS, the City of Columbus, Nebraska (hereinafter “Lessor”) and Assignor entered into a Lease Agreement dated April 1, 2012 attached hereto as **Exhibit A** as modified by this Agreement (collectively the “Lease”) relating to the premises consisting of a parcel of land for hangar and load pad space at the Columbus Municipal Airport located in the County of Platte, State of Nebraska, together with certain appurtenant interests, as further described in the Lease (the “Leased Premises”);

WHEREAS, Assignor has agreed to assign and transfer to Assignee, all of Assignor’s leasehold right, title and interest in and to the Lease and Leased Premises;

WHEREAS, Assignee has agreed to assume the all the obligations, responsibilities, liabilities, and agreements under the Lease as a material part of the consideration for assignment of the Lease and to comply with all airport rules and regulations; and

WHEREAS, Lessor has agreed to consent to said assignment and assumption of the Lease and waive its right of first refusal to the improvements located on the Leased Premises as to this specific assignment; it is acknowledged that the right of first refusal shall continue to fully apply to Assignee upon successful assignment of the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration; the receipt and sufficiency of which are hereby acknowledged, the Parties agree to modify the terms and conditions of the Lease as follows.

1. Recitals; Application of Lease Terms. The Recitals set forth herein above are incorporated herein as if restated in their entireties. Except to the extent inconsistent with this Agreement and except to the extent that the terms of this Agreement specifically address a topic, the terms and conditions of the Lease shall apply and remain in full force and effect. Those capitalized terms which are used in this Agreement and are not defined herein shall have the respective meaning ascribed to them in the Lease.

2. Improvements. For the sake of clarity, the improvements owned by Assignor and located on the Leased Premises (the “Improvements”) are not included in the Lease or Leased Premises and are therefore not subject to the terms of this Agreement.

3. Assignment. Effective as of April 1, 2023 (the “Assignment Date”), the Assignor does hereby grant, transfer, assign and convey to Assignee all of Assignor’s right, title, and interest in, to the Lease and Leased Premises for the residue of the term of the Lease.

4. Acceptance and Assumption of Obligations. As of the Assignment Date, Assignee hereby accepts the Lease and Leased Premises in its “as is” “where is” condition. Assignee agrees to assume the Lease and to fulfill, perform and discharge all of Assignor’s covenants, duties, obligations and liabilities of Lessee under the Lease (including, without limitation, all duties to cause and keep Lessor and others named or referred to in the Lease fully insured and indemnified in accordance with the terms of the Lease), but only to the extent such obligations accrue and arise after the Assignment Date, and ratifies and agrees to be bound by all the provisions of the Lease.

5. Indemnities.

a. Assignee shall indemnify, protect, defend, and hold Assignor harmless from any and all loss, cost, expense, damage or liability, including reasonable attorneys’ fees, as a result of any claim or cause of action arising from any and all obligations of the Assignee accruing under the Lease, this Agreement, or any related agreement.

b. Assignor shall indemnify, protect, defend, and hold Assignee harmless from any and all loss, cost, expense, damage or liability, including reasonable attorneys’ fees, as a result of any claim or cause of action arising from any of the obligations of the Assignor accruing under the Lease prior to the Assignment Date.

6. Notices. As of the Assignment Date, all notices, requests, demands, or other communications directed to the Lessee, Assignee, or Assignor under the Lease in accordance with the terms of the Lease as follows:

All notices, requests, demands and other communications hereunder shall be in writing and deemed to have been duly given if said notice is delivered personally, sent by reputable overnight courier or by registered or certified mail, postage prepaid, and addressed as set forth below:

To Assignee and Lessee: Central Valley Ag Cooperative
2803 N. Nebraska Avenue
PO Box 429
York, NE 68467

To Assignor: Winfield Solutions, LLC
Land O’Lakes, Inc.
Attention: Corporate Real Estate MS2037
Mail: P.O. Box 64101, St. Paul, MN 55164-0101
Ship: 1200 County Road F West, Arden Hills, MN 55112-2921

With a required copy to: Land O’Lakes, Inc.
Attention: Law Department MS2500
Mail: P.O. Box 64101, St. Paul, MN 55164-0101
Ship: 1200 County Road F West, Arden Hills, MN 55112-2921

Each such notice or communication shall be deemed to have been given to, or served upon, the Party to whom or to which addressed on the date the same is served, sent by overnight courier, or deposited in the United States mail as certified mail, return receipt requested, postage prepaid, properly addressed in the manner above provided. Either Party may change the address to which notices are to be addressed by giving the other Party notice in the manner set forth above.

7. Successors and Assigns. The terms, conditions and agreements contained in this Agreement shall inure to the benefit of, and are binding on, the Parties hereto and their respective successors in interest and assigns.

8. Governing Law/Conflicts. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state where the Leased Premises is located. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

9. Authority. The undersigned person or persons executing and delivering this Agreement on behalf of Lessor, Assignor and Assignee (as applicable) each represent and certify that he/she is a duly elected officer of such corporation/company/limited liability company and has been fully authorized to execute and deliver this Agreement; that said corporation/company/limited liability company has full capacity to execute and deliver this Agreement; and that all necessary action for the granting of this Agreement has been taken and done by such corporation/company/limited liability company.

10. Counterparts; Digital Copies; Electronic Signatures. This Agreement may be executed in several counterparts as deemed necessary or convenient, each of which, when so executed, shall be deemed an original, provided that all such counterparts shall be regarded as one and the same document, and any Party to this Agreement may execute any such agreement by executing a counterpart of such agreement. A facsimile or digital copy (pdf) of this signed Agreement shall be deemed to be an original thereof. In addition, the Parties agree that they may use the DocuSign® online document delivery and signature service of third party vendor DocuSign, Inc., for Electronic Transmission or such other method of Electronic Transmission as to which the Parties may mutually agree. The term “Electronic Transmission” shall mean any form of communication, not directly involving the physical transmission of paper that creates an electronic record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

11. Mutual Agreement. The Parties acknowledge and agree that they mutually enter into this Agreement and that the terms stated herein are the result of negotiations between the Parties, and that following such negotiations, each Party knowingly and voluntarily agrees to be bound by the terms contained in this Agreement.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK, THE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee executed this Agreement as of the day, month and year first above written, with one or more of the Parties having executed through use of the DocuSign® online document signing and delivery service provided by third party vendor DocuSign, Inc., to be effective as of the Assignment Date.

ASSIGNOR:

LESSEE AND ASSIGNEE:

WINFIELD SOLUTIONS, LLC

CENTRAL VALLEY AG COOPERATIVE

By _____
(Signature)

By _____
(Signature)

(Printed Name)

(Printed Name)

Its _____
(Title)

Its _____
(Title)

CONSENT BY LESSOR TO ASSIGNMENT AND ASSUMPTION OF LEASE

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE, by the undersigned Lessor (the "Consent") is made as of April 1, 2023.

The City of Columbus, Nebraska, a Nebraska municipality ("Lessor") and Winfield Solutions, LLC, a Delaware limited liability company ("Assignor"), are party to that certain Lease Agreement dated April 1, 2012 (the "Lease") relating to the premises consisting of a parcel of land for hangar and load pad space at the Columbus Municipal Airport located in the County of Platte, State of Nebraska, together with certain appurtenant interests, as further described in the Lease (the "Leased Premises").

Assignor desires to assign all of its right, title, and interest in and to the Lease to Central Valley AG Cooperative, a Nebraska corporation ("Assignee" and "Lessee"), and Assignee wishes to accept the assignment of the Lease and assume all obligations as lessee under the Lease accruing and arising after the date of such assignment (the "Assignment").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the Lessor does hereby agree as follows:

1. Subject to the provisions of this Consent, Lessor hereby grants its consents to (a) Assignor’s assignment of its rights and obligations under the Lease to Assignee, and (b) Assignee’s assumption of Assignor’s rights and obligations under the Lease accruing and arising after the date of such assignment.
2. By executing this Consent, Lessor hereby waives its right of first refusal to the Improvements (as defined in the Assignment) owned by Assignor located on the Leased Premises. The parties agree that this waiver of first refusal is limited to this transfer only and that Lessor’s the right of first refusal shall continue to fully apply to Assignee upon successful assignment of the Lease.
3. Lessor confirms to and for the benefit of Assignee that as of the Assignment Date: (a) the Lease is in full force and effect, (b) all payments due Lessor by Assignor required by the Lease were neither delinquent nor in default, (c) Assignor is current in its duties and obligations due and owing by virtue of the Lease, (d) Lessor has performed all terms and conditions required by said Lease, and (e) Lessor does not hold any prepaid rent.

LESSOR:

CITY OF COLUMBUS, NEBRASKA

By _____
(Signature)

(Printed Name)

Its _____
(Title)

**Exhibit A to Assignment and Assumption of Lease
Lease**

See attached.

Exhibit A to Assignment and Assumption of Lease, Page 1 of 18
Lease

RESOLUTION NO. R12-40

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A 25 YEAR LEASE WITH WINFIELD SOLUTIONS, LLC, FOR HANGAR AND LOAD PAD SPACE AT THE COLUMBUS MUNICIPAL AIRPORT.

WHEREAS, WINFIELD SOLUTIONS, LLC, has requested space at the Columbus Municipal Airport from which it will base aerial spraying operations for area farms; and,

WHEREAS, a lease for such aerial spraying applications has been negotiated with Winfield Solutions, which lease has been reviewed and recommended by the Columbus Board of Airport Commissioners for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the 25 year lease agreement with Winfield Solutions, LLC, for hangar and load pad space as recommended by the Columbus Board of Airport Commissioners is approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the lease on behalf of the City of Columbus.

This resolution shall repeal all resolutions or parts thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER Tracy Reardon

PASSED AND ADOPTED THIS 16th DAY OF April, 2012.

Michael L. Moses
MAYOR

ATTN: ST. Walters
CITY CLERK

APPROVED AS TO FORM:
Steve [Signature]
CITY ATTORNEY



**Exhibit A to Assignment and Assumption of Lease, Page 2 of 18
Lease**

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease" is made and entered into effective April 1, 2012, between the CITY OF COLUMBUS, NEBRASKA, hereinafter referred to as "Lessor" and WINFIELD SOLUTIONS, LLC, a Delaware limited liability company, hereinafter referred to as "Lessee" for the purpose of providing space at the Columbus Municipal Airport for a hangar and load pad to be constructed by Lessee on land owned by Lessor.

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 efficient operation of the Airport to lease unto Lessee a parcel of land described below and shown on Exhibit "A" attached hereto and made a part hereof, together with certain privileges, rights, uses and interests therein, as hereinafter set forth: and

WHEREAS, Lessee proposes to lease on a net basis from Lessor the ground area described below and shown on Exhibit "A" attached hereto, all as herein set forth; and

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

NOW, THEREFORE, Lessor and Lessee 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 to be kept and performed by Lessee, does hereby lease unto Lessee, upon the conditions set forth, the following premises and attendant rights.

The location of the leased premises is shown on Exhibit "A." Lessee 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.

For the purpose of this Lease, "Public Airport Facilities" shall include all necessary landing area appurtenances, including, but not limited to, approach areas, runways,

Exhibit A to Assignment and Assumption of Lease, Page 3 of 18
Lease

taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and navigational aids, lighting facilities, or other public elements appurtenant to the Airport.

It is mutually agreed that the granting of this Lease and acceptance by Lessee 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 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 laws or ordinances, rules and regulations of Lessor 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 Lessee and or/it's 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 any aircraft owned, leased, rented and/or managed by Lessee, which are used by Lessee, or by any third parties contractually authorized by Lessee, in the conduct of its business. Maintenance and servicing aircraft shall include over-hauling, rebuilding, repairing, inspecting and licensing activities performed on such aircraft by Lessee, its employees, agents or contractors. The Leased Premises shall not be used by Lessee to perform maintenance, storage, and servicing or inspecting of aircraft for members of the public, generally, who are owners or operators of aircraft.
 - (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 from the Leased Premises without charge therefore, except the considerations set forth herein.
 - (5) 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.
 - (6) Storing of chemicals used in the spraying operations conducted by Lessee.

Exhibit A to Assignment and Assumption of Lease, Page 4 of 18
Lease

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 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 Lessee peaceful possession and quiet enjoyment of the Leased Premises during the term hereof upon performance of the Lessee's covenants herein.
- B. Lessor covenants and agrees during the Initial Term and any Renewal Term 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 Sponsors Assurances given by the Lessor to the United States Government under the Federal Aviation 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 during the twenty five (25) year term of this Lease, all rental, future fees and charges shall cease and thereby be discontinued.
- C. It is further agreed that Lessor shall install, and shall, without cost to the Lessee, maintain in 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 operational during the term of this Lease at no expense to Lessee and Lessee shall have the right to hook to the same at Lessee's expense. All services of the Leased Premises shall be installed by the Lessee upon approval of applications for the same, paying all the required hookup fees or charges, as well as monthly service charges payable at the Lessee's expense.
- E. Lessor hereby agrees to provide maintenance for the concrete areas around the Lessee's Leased Premises, including snow plowing or removal.

ARTICLE III

OBLIGATIONS OF LESSEE

- A. Lessee agrees that the Leased Premises shall be maintained in a presentable condition consistent with the good business practices and equal in appearance and character to other similar improvements on the Airport, which specifically includes maintenance of the area surrounding the building, but not including those items performed by Lessor under Article II. If this maintenance is not done satisfactorily by the Lessee, Lessor, after

Exhibit A to Assignment and Assumption of Lease, Page 5 of 18
Lease

giving Lessee seven (7) days' notice, may perform the maintenance and charge Lessee therefor. The decision of the Airport Manager in this regard shall be binding.

- B. Lessee and its tenants, employees, agents, servants and assigns shall obey the rules and regulations of the Columbus Municipal Airport as from time to time may be promulgated by Lessor, through the Columbus Board of Airport Commissioners, or its authorized agents in charge of the Airport, and the Lessee 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 the State of Nebraska for like purposes.
- C. Lessee agrees that the structure or improvement to be placed on the Leased Premises shall be a hangar and potentially an office facility with approved spray loading equipment essentially as shown on Exhibit "B" attached hereto. Lessee agrees that no other structure or improvement will be placed on the Leased Premises except by written authorization of Lessor or its authorized agents.
- D. Lessor, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the said Leased Premises described in this Lease for the purpose for which a Department of Transportation (DOT) program or activity is extended or for any other purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said Regulations may be amended and will be bound by all of the items, terms and conditions and assurance contained or made applicable by the grant agreement for such program or activity.
- E. Lessee, for itself, its successors, in interest and assigns, as part of the considerations hereof, does hereby covenant and agree that:
 - (1) No person on the grounds of race, color, creed or national origin, age or disability shall be excluded from participation in, denied benefits of or be otherwise subjected to discrimination in the use of said facilities;
 - (2) In the construction any improvements on or over or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed or national origin, age or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination;
 - (3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said Regulations may be amended.

**Exhibit A to Assignment and Assumption of Lease, Page 6 of 18
Lease**

- F. In the event that the subject party shall become subject to taxation by virtue of its lease by Lessee or the uses thereof by Lessee, or its successors and permitted assigns, Lessee shall pay all 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-five years (25), commencing April 1, 2012 (the "Initial Term"). Upon expiration of the Initial Term, the Lease shall automatically renew for one (1) year periods unless Tenant provides notice within ninety (90) days prior to the end of the Initial Term or any renewal term (each a "Renewal Term") of its intention to terminate the Lease. The rental for each Renewal Term shall be at a rate to be negotiated but which rental shall not be in excess of the going rental rate for land rentals on the Airport property at that time. Lessor further agrees that in the event Lessee desires to lease the Leased Premises for a Renewal Term, Lessor will not lease the Leased Premises to any other party for an amount less than what Lessee is willing and able to pay. In the event Lessee does not renew the Lease, or Lessee terminates this Lease as provided herein, Lessee shall have the option to remove any improvements placed upon the Leased Premises by the Lessee, or to sell the improvements owned by Lessee. In the event Lessee decides to sell the improvements owned by the Lessee, the Lessor shall have the right of first refusal to buy the Lessee'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 the Lessee is willing to sell the improvements to a third party, and Lessee shall not sell the improvements to a third party at a lesser price, without first offering the Lessor the right to purchase the said improvements at said lesser price.
- B. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the terms of this Lease shall be extended by the amount of the term of such suspension, of Lessee 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 Lessee shall remain personal property and the property of the Lessee, and the said improvements shall not become a part of the real estate.

Exhibit A to Assignment and Assumption of Lease, Page 7 of 18
Lease

ARTICLE V

RENTALS

For the gross land area leased to Lessee as shown on Exhibit "A" including any area for private aprons or chemical loading and buildings therein, as defined in Article I, Paragraph A, a gross rental of \$3,850 per year shall be paid to Lessor by Lessee.

- A. The rental rate above provided shall be paid annually, in advance, the first payment to be made on May 1, 2012.
- B. As used in this Paragraph "C" the word "Index" shall mean the Consumer Price Index for all Urban Consumers – U.S. City Average, All Items, (1982-1984=100) and as issued by the Bureau of Labor Statistics of the United States Department of Labor. If the index is subsequently converted to a different standard reference base or otherwise revised, the determination of the percentage change (increase or decrease) shall be made by using the conversion factor, formula or table as published by the aforementioned Bureau of Labor Statistics or any other United States Government successor entity. If the index ceases to be published, then for the purposes of this Paragraph "C" there shall be substituted for it any other index that the Lessor and Lessee shall mutually agree upon.
- C. The annual rental of \$3,850 to be paid by Lessee to Lessor in the manner set forth in Paragraphs "A" and "B" of this Article V, shall be adjusted once every five years during the term of the Lease by the change in the CPI over the preceding five year period. The change in the CPI shall be calculated by a formula, the numerator of which shall be the index for October, as reported by the Bureau of Labor Statistics in November, of the fifth year of the term of the Lease, less the index for October of the first year of the term of this Lease, and the denominator of which shall be the index for October of the first year of the term of this Lease. During the term of this Lease, after the first five year term, for each succeeding five year term thereafter, the rental shall be similarly increased by the percentage determined in the same manner using the index for October of the applicable succeeding five year lease term.

ARTICLE VI

TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

- A. This Lease shall terminate at the end of the full term hereof, and Lessee 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, Lessee shall have the option to either remove any

Exhibit A to Assignment and Assumption of Lease, Page 8 of 18
Lease

improvements placed on the Leased Premises by Lessee or sell the improvements owned by Lessee as provided in Article IV, Paragraph "A."

- C. Lessor may take immediate possession of the Leased Premises and declare this Lease terminated upon the occurrence of any of the following events: Nonpayment 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 in bankruptcy; the destruction of the improvements on the Leased Premises without replacement thereof within a six (6) month term; the occurrence of any act which operates to deprive Lessee 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 as set forth in Article I herein, or upon the nonperformance by Lessee 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 the Lease terminated upon the default of the Lessee for any of the reasons set out shall not operate to bar or destroy the right of the 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 Lessee of any default or alleged breach, and Lessee shall have sixty (60) days within which to comply before this Lease may be terminated.
- D. Lessee may, for any reason, terminate this Lease by providing written notice to Lessor at least six (6) months prior to such termination. In the event Lessee terminates this Lease during the term of this Lease, Lessee shall have the option to either remove any improvements placed on the Leased Premises by Lessee, or sell the improvements owned by the Lessee as provided in Article IV, Paragraph "A."
- E. Lessee shall have the right and privilege of sale, assignment or transfer of this Lease for the purposes defined in Article I, Paragraph "B" hereof upon notice to Lessor except that Lessee shall not sell, assign or transfer this Lease without written approval of the Lessor, which approval shall not be unreasonably withheld. Lessor shall have sixty (60) days to review any sale, assignment or transfer of this Lease and will be required to respond to Lessee with acceptance or objections to Lessee's request.
- F. During the 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 this Lease, the Government, shall be suspended in accordance with Article IV, Paragraph "B" hereof.
- G. This Lease is subordinate to the provisions of any existing or future lease between Lessor and the United States of America 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

**Exhibit A to Assignment and Assumption of Lease, Page 9 of 18
Lease**

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 to the extent practicable or terminate this Lease under the terms of Article VI, Paragraph "B" hereof at the option of the Lessee.

- H. Lessee 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 Lessee 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 Airport Manager, 1304 Bill Babka Drive, Columbus, NE 68601, or to City Hall, 2424 14th Street, Columbus, NE 68601, or to such other address as may have been designated in writing from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lessee at Winfield Solutions, LLC, 1080 West County Road F, Shoreview, MN 55126, to the attention of Willis DeKruif, or 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 Lessee to keep, maintain and repair any and all buildings or associated appurtenances which it may be permitted to construct on the Leased Premises at Lessee's sole cost and expense.
- B. INDEMNIFICATION. The Lessor shall stand indemnified by Lessee as provided herein. It is expressly understood and agreed by and between the parties hereto that Lessee herein is and shall be deemed to be, an independent contractor and operator responsible to all parties for its respective acts, errors and omissions and Lessor shall in no way be responsible therefor. It is further agreed that in the use of the Airport, and in the erection or construction of any improvements thereon, and the exercise or enjoyment of the privileges herein granted, Lessee agrees to indemnify and save harmless Lessor from any and all losses that may result to the Lessor from any negligence on the part of Lessee. Lessee shall not be responsible to indemnify Lessor for the following events: Acts of

**Exhibit A to Assignment and Assumption of Lease, Page 10 of 18
Lease**

God, riots, civil commotion and the public enemy. Lessor agrees to indemnify and save harmless Lessee for any and all losses that may result to Lessor from any negligence on the part of Lessor.

- C. STORAGE OF MATERIALS AND SALE OF GOODS AND SERVICES. Lessee shall not engage in the sale of gasoline, services or any sales of any type, from the Leased Premises. Lessee shall refrain from storing any items or materials on the Leased Premises which would violate the local or national fire codes; however, Lessee shall be permitted to store materials and supplies incident to its operations, including but not limited to oxygen and aviation engine oil in approved containers for its own use and needs and crop protection products for ultimate loading onto planes from the Leased Premises (such crop protection products to be primarily stored at the Load Pad portion of the Leased Premises). This Paragraph "C" shall not be interpreted to allow Lessee to store aviation gasoline in quantities over 1500 gallons (or at such higher levels as are acceptable according to applicable rules and regulations on the Load Pad). As noted above, Lessee is specifically granted permission, with appropriate compliance with statutory and local requirements, to store such crop protection chemicals as are necessary for the spraying operations to be conducted from the Leased Premises.
- D. LIABILITY INSURANCE. Lessee shall carry premises and operators liability insurance with a liability limit of \$1,000,000. Lessee shall cause Lessor to be named as additionally insured on said policies and Lessee shall provide Lessor with evidence of said insurance on a current basis and further provide in said policies that Lessor shall be notified of cancellation of any coverage.

ARTICLE IX

GENERAL

- A. The paragraph headings contained herein are for convenience in reference, and are not intended to define the scope of any provision of this Lease.
- B. 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.
- C. The city of Columbus, Nebraska, Lessor, shall have the right to review and approve the specifications for the building of the hangar to ensure it meets appropriate life safety and building codes and all improvements associated therewith and to approve the location of the hangar on the Leased Premises.
- D. This Lease shall be governed by, constructed 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

**Exhibit A to Assignment and Assumption of Lease, Page 11 of 18
Lease**

Lease brought in any court by Lessor against Lessee shall be brought only in the federal or state courts in and for the State of Nebraska.

- E. This Lease is expressly subject to the statutes of the State of Nebraska regarding the Columbus Municipal Airport and the Leased Premises 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 on the dates set out below.

CITY OF COLUMBUS, NEBRASKA

WINFIELD SOLUTIONS, LLC

By: *Tracy A. Rudman*

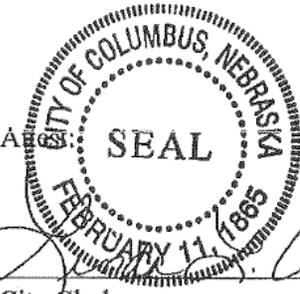
By: *Randy Shovel*

Michael L. Moser
Mayor

Exec V.P./COO
Title

4/16/12
Date

4/5/12
Date



Jill L. Walters
City Clerk

Witness: *Linda M. Johnson*
Executive Assistant
Title

Approved as to form:

Stephen C. Hansen
City Attorney

APPROVED AS TO FORM AND
CONTENT ON *4/16/2012*
BY *Stephen C. Hansen*
STEPHEN C. HANSEN
COLUMBUS CITY ATTORNEY

**Exhibit A to Assignment and Assumption of Lease, Page 12 of 18
Lease**

Exhibit A

Leased Premises

[This should reference the Land for the hangar as well as the load pad for loading and product into the aerial sprayer's plane (the "Load Pad")]

[See Attached Legal Descriptions and Maps]

**Exhibit A to Assignment and Assumption of Lease, Page 13 of 18
Lease**

Tract No. 1 - New Hangar

A tract of land located in the SW 1/4 of Section 17, T17N, R1E of the 6th P.M. in Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of Section 17, T17N, R1E of the 6th P.M. and assuming the west line of the SW 1/4 of said Section 17, to have a bearing of N 00°08'12" W; thence N 00°08'12" W and on said west line, 1165.59 feet; thence S 89°52'42" E, 1242.24 feet; thence N 00°55'52" E, 441.62 feet, to the point of beginning; thence S 89°54'49" W, 130.00 feet; thence N 00°05'11" W, 80.00 feet; thence N 89°54'49" E, 130.00 feet; thence S 00°05'11" E, 80.00 feet, to the point of beginning, containing 0.24 acres, more or less.

Tract No. 1 - Center of New Hangar Tract

Latitude 41°26'34.90" N
Longitude 097°20'40.97" W
Elevation 1444.0

Tract No. 2 - Ramp Extension

A tract of land located in the SW 1/4 of Section 17, T17N, R1E of the 6th P.M. in Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of Section 17, T17N, R1E of the 6th P.M. and assuming the west line of the SW 1/4 of Section 17, to have a bearing of N 00°08'12" W; thence N 00°08'12" W and on said west line, 1165.59 feet; thence S 89°52'42" E, 1242.24 feet; thence N 71°08'59" E, 903.09 feet, to the point of beginning; thence N 59°57'43" E, 80.00 feet; thence S 30°02'17" E, 30.00 feet; thence S 59°57'43" W, 20.00 feet; thence S 30°02'17" E, 48.00 feet; thence S 59°57'43" W, 40.00 feet; thence N 30°02'17" W, 48.00 feet; thence S 59°57'43" W, 20.00 feet; thence N 30°02'17" W, 30.00 feet, containing 0.10 acres, more or less.

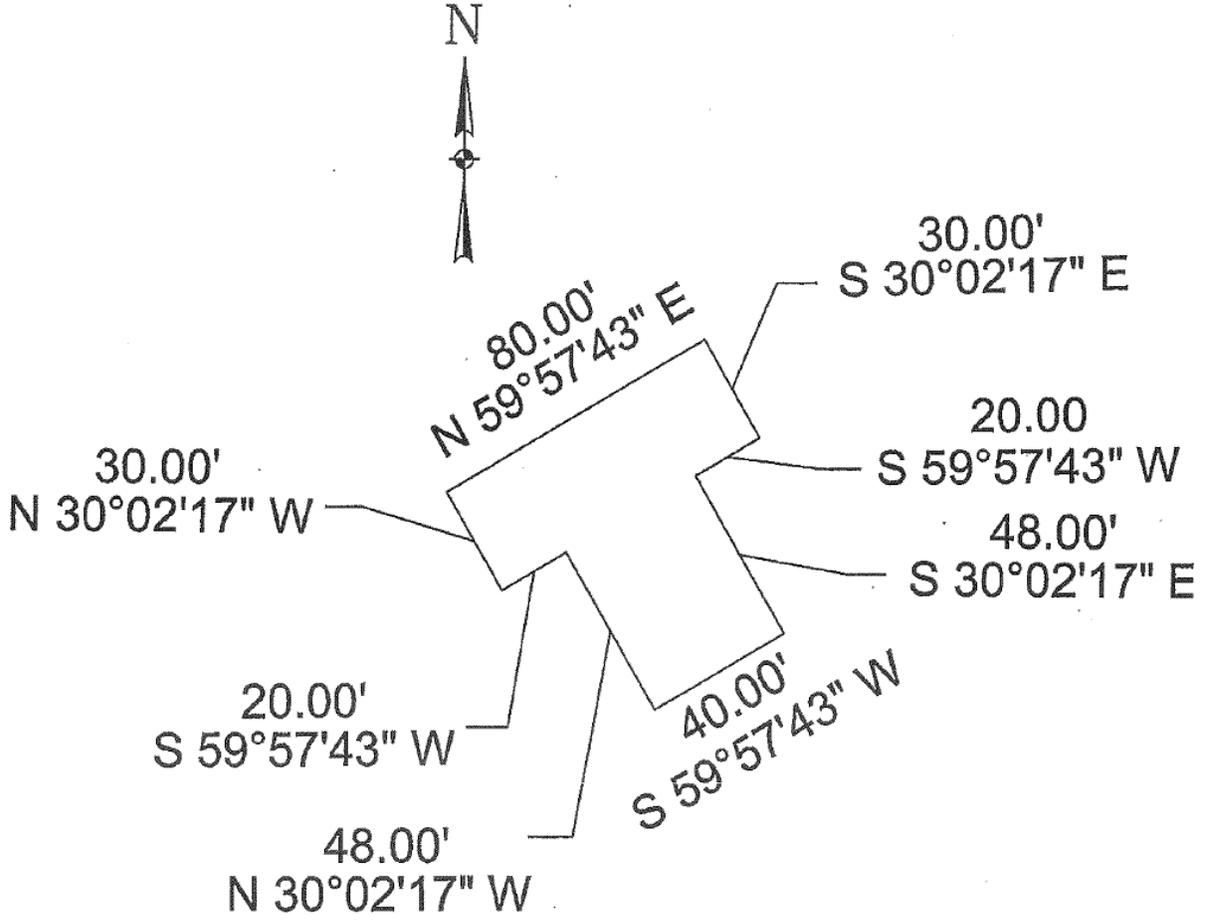
Tract No. 2 - Center of Ramp Extension Tract

Latitude 41°26'32.88" N
Longitude 097°20'28.60" W

Exhibit A to Assignment and Assumption of Lease, Page 14 of 18
Lease

SKETCH

SCALE: 1 = 40

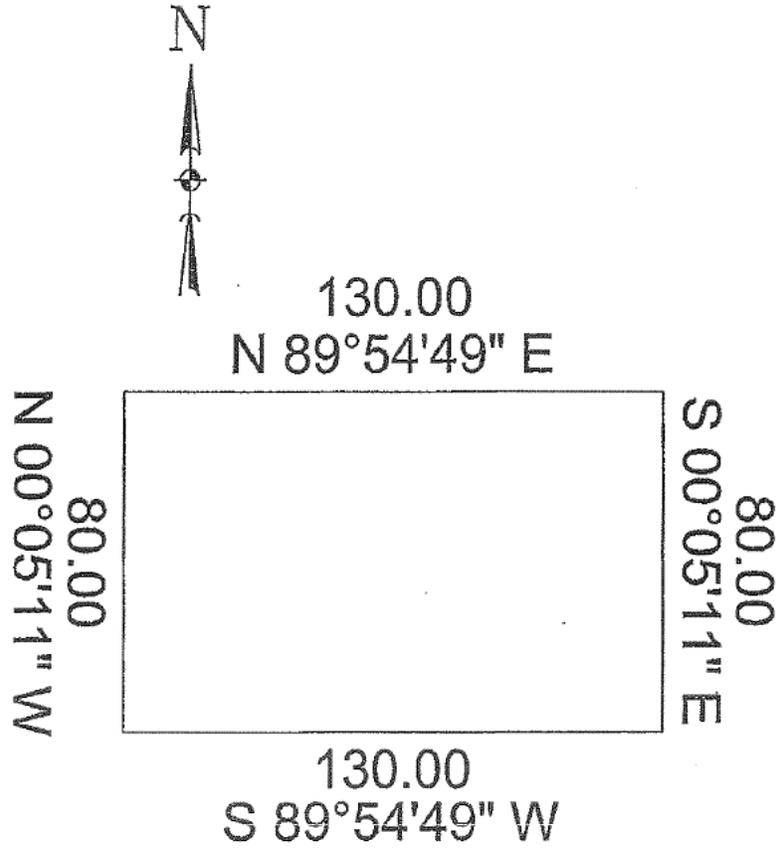


Center Ramp Extension
Lat: 41°26'32.88" N
Long: 097°20'28.60" W

Exhibit A to Assignment and Assumption of Lease, Page 15 of 18
Lease

SKETCH

SCALE: 1 = 40



Center New Hangar
Lat: 41°26'34.90" N
Long: 097°20'40.97" W

**Exhibit A to Assignment and Assumption of Lease, Page 17 of 18
Lease**

Aeronautical Study Number - 2012-ACE-408-NRA

Datum's used in determining latitude and longitude for the corners of the Land O'Lakes, Inc. 80-foot x 80-foot hangar, were NAD 83 and NAVD 88.

The following data corresponds with the attached sketch:

- a. Northeast Corner, New Hangar
 - Latitude 41°26'35.30" N
 - Longitude -097°20'40.44" W
 - From centerline runway 1127.19'
 - AMSL 1462.84'
 - AGL 19'

- b. Southeast Corner, New Hangar
 - Latitude 41°26'34.51" N
 - Longitude -097°20'40.44" W
 - From centerline runway 1167.18'
 - AMSL 1462.84'
 - AGL 19'

- c. Southwest Corner, New Hangar
 - Latitude 41°26'34.51" N
 - Longitude -097°20'41.49" W
 - From centerline runway 1236.47'
 - AMSL 1462.84'
 - AGL 19'

- d. Northwest Corner, New Hangar
 - Latitude 41°26'35.30" N
 - Longitude -097°20'41.49" W
 - From centerline runway 1196.48'
 - AMSL 1462.84'
 - AGL 19'

- e. Southeast Corner, New Apron at Hangar
 - Latitude 41°26'34.60" N
 - Longitude -097°20'41.49" W
 - AMSL 1458.84'
 - AGL 15'

- f. Northeast Corner, New Apron at Hangar
 - Latitude 41°26'35.20" N
 - Longitude -097°20'41.49" W
 - AMSL 1458.84'
 - AGL 15'

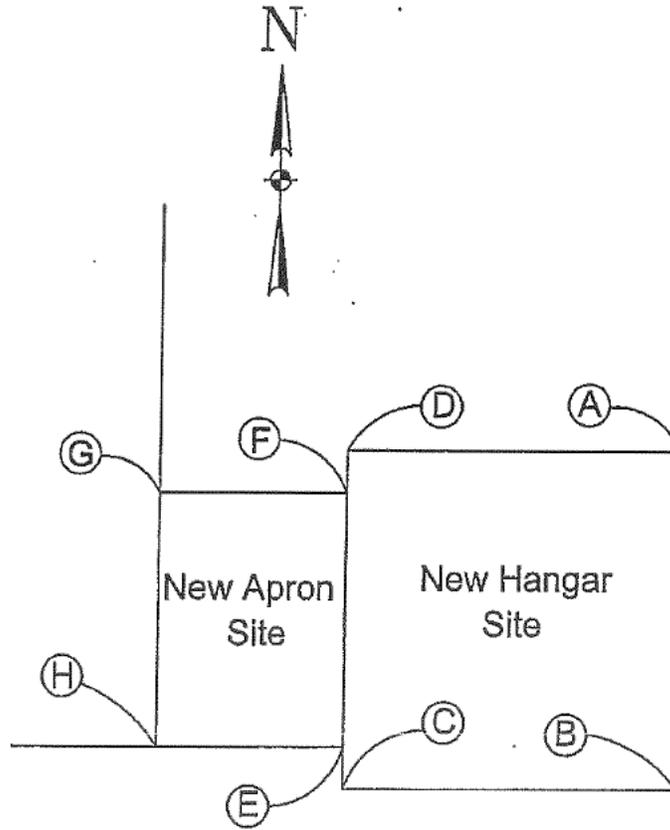
- g. Northwest Corner, New Apron at Existing Taxiway
 - Latitude 41°26'35.20" N
 - Longitude -097°20'42.08" W
 - AMSL 1458.88'
 - AGL 15'

- h. Southwest Corner, New Apron at Existing Taxiway
 - Latitude 41°26'34.60" N
 - Longitude -097°20'42.21" W
 - AMSL 1459.19'
 - AGL 15'

Exhibit A to Assignment and Assumption of Lease, Page 18 of 18
Lease

SKETCH

SCALE: 1 = 40



6. Review hangar lease agreement.

LEASE TO HANGAR AIRCRAFT

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

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. _____ at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of _____ Dollars (\$_____). This fee shall be paid in two semi-annual installments of _____ Dollars (\$_____), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.

3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.

4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

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

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

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

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

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

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

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

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

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

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

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

- City: City of Columbus
Columbus Municipal Airport
Attn: Airport Manager
PO Box 1677
Columbus, NE 68602-1677

- Lessee(s): _____
Attn: _____

or such other representative at such address as either party may designate by written notice to the other party in accordance with Paragraph 18. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given; or, on the fourth (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.

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

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

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

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

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

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

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

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

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

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

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

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Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

Signature Date

Signature Date

Printed Name

Printed Name

Address

Address

Phone Number

Phone Number

Email

Email

APPROVED AS TO FORM:

CITY ATTORNEY

7. Schedule of Fees for Fiscal Year 2023-2024.

AIRPORT

	Rent per Month	
Hangar 1412N	\$ 115.00	\$125
Hangar 1412S	\$ 105.00	\$115
Hangar 1406W	\$ 220.00	\$240
Hangar 1406E	\$ * 220.00	\$240
Hangar 1230	\$ 45.00	\$45
Hangar 1240	\$ 85.00	\$95
Hangar 1315	\$ 180.00	\$200
Hangar 1508	\$ 90.00	\$100
Hangar 1508 Storage Units	\$ 45.00	\$55
Hangar 1412W	\$ 260.00	\$280
Hangar 1412E	\$** 260.00	\$280
Hangar 1334	\$** 690.00	\$750
Hangar 1340	\$** 630.00	\$690
Hangar 1307	\$** 175.00	\$185
Hangar 1430	\$** 365.00	\$400

Land Lease/Non-Airport Owned Hangars \$** .27 per sq. ft. \$0.30 sq/ft
 Aerial Applicator Agreement \$ 2,000.00 per year

Flowage \$ * .07 per gallon \$.10 per gallon
 Fuel Storage \$ * .10 per gallon \$.12 per gallon

T -Hangar waiting list:
 Administrative Fee (non-refundable) \$ 25.00
 Deposit (refundable if removed from list or
 will be applied to first month hangar rent). \$ 100.00

*Applicable Upon Lease Renewal

**Except for Current Leases

8. Financial reports for January, February, March, and April 2023.

Fund 205 AIRPORT

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
205-000-10100	FUND CASH	36,845.89	36,845.89
205-000-10101	FUND CASH - PINNACLE BANK	25,509.10	54,106.82
205-000-10115	DEPOSITS	300.00	300.00
205-000-10300	INVESTMENTS-CURRENT	828,830.33	830,214.07
205-000-11500	ACCOUNTS RECEIVABLE	3,000.00	9,109.00
205-000-16200	LAND	0.08	0.08
205-000-16300	BUILDING AND LAND IMPROVEMENTS	(0.02)	(0.02)
205-000-16400	MACHINERY AND EQUIPMENT	0.14	0.14
205-000-16450	VEHICLES	(0.26)	(0.26)
205-000-16600	ACCUMULATED DEPRECIATION	6,242,586.49	6,242,586.49
Total Assets		7,137,071.75	7,173,162.21
*** Liabilities ***			
205-000-20100	ACCOUNTS PAYABLE	4,678.31	0.00
205-000-20400	ACCRUED EXPENSES	(6,293.83)	(6,293.83)
205-000-22301	DEPOSITS PAYABLE	300.00	300.00
Total Liabilities		(1,315.52)	(5,993.83)
*** Fund Balance ***			
205-000-26000	FUND BALANCE	450,685.76	450,685.76
205-000-26100	CAP ASSETS NET OF DEBT	6,687,701.51	6,687,701.51
Total Fund Balance		7,138,387.27	7,138,387.27
Beginning Fund Balance			7,138,387.27
Net of Revenues VS Expenditures			40,768.77
Ending Fund Balance			7,179,156.04
Total Liabilities And Fund Balance			7,173,162.21

PERIOD ENDING 01/31/2023

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	01/31/2023	MONTH 01/31/2023
			NORMAL	(ABNORMAL)	INCREASE (DECREASE)
Fund 205 - AIRPORT					
Revenues					
Dept 205 - AIRPORT					
205-205-41100	PROPERTY TAX		0.00	0.00	0.00
205-205-41330	CITY SALES TAX FROM STATE		0.00	0.00	0.00
205-205-43102	FEDERAL GRANTS		351,000.00	0.00	0.00
205-205-43410	STATE GRANTS		0.00	0.00	0.00
205-205-43555	PRO-RATE MOTOR VEHICLE		0.00	0.00	0.00
205-205-44115	ADMINISTRATIVE FEES		0.00	0.00	0.00
205-205-44125	RECORDING FEES		0.00	0.00	0.00
205-205-44150	FUEL		9,000.00	1,795.99	266.57
205-205-45310	BUILDING RENTALS		65,000.00	43,586.00	5,995.00
205-205-45315	AIRPORT FBO RENT		21,820.00	7,272.00	1,818.00
205-205-45320	EQUIPMENT RENTALS		0.00	0.00	0.00
205-205-45325	LAND RENTALS		47,540.00	23,153.40	0.00
205-205-45327	AIRPORT LEASED LAND		13,220.00	7,820.00	3,737.00
205-205-46100	INTEREST		6,000.00	7,108.57	2,811.62
205-205-48000	MISCELLANEOUS REVENUE		0.00	4,292.20	3,992.00
205-205-48000-CARES	MISCELLANEOUS REVENUE	CARES ACT REVENUES RECEIVED	0.00	0.00	0.00
205-205-48100	REFUNDS		0.00	0.00	0.00
205-205-49100	TRANSFERS IN		140,000.00	46,666.68	11,666.67
205-205-49100-20083	TRANSFERS IN	FBO IMPROVEMENT	0.00	0.00	0.00
205-205-49100-22024	TRANSFERS IN	AERIAL APPLICATOR PLAN UPDATE	30,000.00	0.00	0.00
205-205-49100-22025	TRANSFERS IN	HANGAR 1406 REPAIR	60,000.00	0.00	0.00
205-205-49100-23029	TRANSFERS IN	3/4 TON PICKUP W/BLADE	35,000.00	0.00	0.00
205-205-49100-23030	TRANSFERS IN	8 PLACE T-HANGERS	9,000.00	0.00	0.00
205-205-49100-23031	TRANSFERS IN	MOWER	25,000.00	0.00	0.00
205-205-49100-23048	TRANSFERS IN	AIRPORT CAROUSEL PROJECT	0.00	28,654.65	0.00
205-205-49210	LAND OR PROPERTY SALES		0.00	567.32	0.00
Total Dept 205 - AIRPORT			812,580.00	170,916.81	30,286.86
TOTAL REVENUES			812,580.00	170,916.81	30,286.86
Expenditures					
Dept 205 - AIRPORT					
205-205-51100	SALARIES AND WAGES		142,270.00	40,261.84	11,666.92
205-205-51200	OVERTIME		2,000.00	153.54	117.33
205-205-51300	TEMPORARY AND SEASONAL		5,000.00	362.50	0.00
205-205-52100	SOCIAL SECURITY		11,420.00	2,910.07	845.97
205-205-52200	GROUP INSURANCE		47,500.00	12,424.82	2,758.88
205-205-52300	RETIREMENT		9,580.00	1,219.77	70.95
205-205-52500	UNEMPLOYMENT		0.00	0.00	0.00
205-205-52600	WORKERS' COMPENSATION		2,200.00	0.00	0.00
205-205-52700	TRAINING AND TUITION		2,000.00	250.00	0.00
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION		500.00	22.00	0.00
205-205-53200	PROFESSIONAL SERVICES		500.00	0.00	0.00
205-205-53400	COMPUTER SUPPORT/MAINT		3,000.00	304.99	304.99
205-205-53520	CONTRACT SERVICES		5,000.00	0.00	0.00
205-205-54310	BUILDING MAINTENANCE		4,000.00	68.85	0.00
205-205-54320	EQUIPMENT MAINTENANCE		14,000.00	3,319.30	866.36
205-205-54330	VEHICLE MAINTENANCE		5,540.00	1,433.83	0.00
205-205-54440	RUNWAY MAINTENANCE		25,000.00	87.90	0.00
205-205-54470	FSS BUILDING MAINTENANCE		2,000.00	65.79	0.00
205-205-54480	HANGAR MAINTENANCE		7,000.00	1,885.70	135.84
205-205-54520	EQUIPMENT RENTAL/PURCHASE		500.00	37.74	0.00

PERIOD ENDING 01/31/2023

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	01/31/2023	MONTH 01/31/2023
			NORMAL	(ABNORMAL)	INCREASE (DECREASE)
Fund 205 - AIRPORT					
Expenditures					
205-205-55200	INSURANCE		17,640.00	25,364.13	0.00
205-205-55210	CLAIMS AND SETTLEMENTS		0.00	0.00	0.00
205-205-55400	ADVERTISING AND PROMOTION		2,000.00	67.80	67.80
205-205-55900	MISCELLANEOUS		100.00	0.00	0.00
205-205-55900-CARES	MISCELLANEOUS	CARES ACT REVENUES RECEIVED	0.00	0.00	0.00
205-205-55930	REFUNDS		0.00	0.00	0.00
205-205-55950	COVID-19 EXPENSES		0.00	0.00	0.00
205-205-56010	SUPPLIES		8,000.00	283.21	177.17
205-205-56020	OFFICE SUPPLIES		480.00	87.98	0.00
205-205-56030	CLEANING SUPPLIES/SERVICE		8,500.00	2,181.00	0.00
205-205-56040	POSTAGE AND FREIGHT		120.00	0.00	0.00
205-205-56050	FUEL		8,590.00	1,645.48	454.36
205-205-56070	FERTILIZER		2,000.00	0.00	0.00
205-205-56090	SMALL TOOLS		3,500.00	259.45	0.00
205-205-56190	PERSONAL PROTECTIVE SUPP		1,000.00	288.96	0.00
205-205-56210	NATURAL GAS		0.00	0.00	0.00
205-205-56220	ELECTRICITY		15,000.00	3,881.95	1,662.93
205-205-56230	WATER AND SEWER		1,000.00	81.66	27.22
205-205-56240	TELEPHONE		2,110.00	322.39	107.42
205-205-56250	REFUSE		500.00	65.55	0.00
205-205-56260	UTILITIES - FSS BUILDING		8,500.00	2,005.19	817.04
205-205-56650	MEMBERSHIP DUES		320.00	150.00	0.00
205-205-57200	CAPITAL-LAND & BUILDINGS		0.00	0.00	0.00
205-205-57200-20083	CAPITAL-LAND & BUILDINGS	FBO IMPROVEMENT	0.00	0.00	0.00
205-205-57200-22024	CAPITAL-LAND & BUILDINGS	AERIAL APPLICATOR PLAN UPDATE	270,000.00	0.00	0.00
205-205-57200-22025	CAPITAL-LAND & BUILDINGS	HANGAR 1406 REPAIR	60,000.00	0.00	0.00
205-205-57200-23030	CAPITAL-LAND & BUILDINGS	8 PLACE T-HANGERS	150,000.00	0.00	0.00
205-205-57200-23048	CAPITAL-LAND & BUILDINGS	AIRPORT CAROUSEL PROJECT	30,000.00	28,654.65	0.00
205-205-57300	CAPITAL-NEW CONSTRUCTION		0.00	0.00	0.00
205-205-57510	CAPITAL-EQUIPMENT		0.00	0.00	0.00
205-205-57510-23031	CAPITAL-EQUIPMENT	MOWER	0.00	0.00	0.00
205-205-57520	CAPITAL-VEHICLES		0.00	0.00	0.00
205-205-57520-23029	CAPITAL-VEHICLES	3/4 TON PICKUP W/BLADE	0.00	0.00	0.00
205-205-57950	DEPRECIATION		0.00	0.00	0.00
205-205-58100	TRANSFERS OUT		0.00	0.00	0.00
205-205-59999	BAD DEBT EXPENSE		0.00	0.00	0.00
Total Dept 205 - AIRPORT			878,370.00	130,148.04	20,081.18
TOTAL EXPENDITURES			878,370.00	130,148.04	20,081.18
Fund 205 - AIRPORT:					
TOTAL REVENUES			812,580.00	170,916.81	30,286.86
TOTAL EXPENDITURES			878,370.00	130,148.04	20,081.18
NET OF REVENUES & EXPENDITURES			(65,790.00)	40,768.77	10,205.68
TOTAL REVENUES - ALL FUNDS			812,580.00	170,916.81	30,286.86
TOTAL EXPENDITURES - ALL FUNDS			878,370.00	130,148.04	20,081.18
NET OF REVENUES & EXPENDITURES			(65,790.00)	40,768.77	10,205.68

Fund 205 AIRPORT

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
205-000-10100	FUND CASH	36,845.89	36,845.89
205-000-10101	FUND CASH - PINNACLE BANK	25,509.10	55,758.20
205-000-10115	DEPOSITS	300.00	300.00
205-000-10300	INVESTMENTS-CURRENT	828,830.33	830,641.77
205-000-11500	ACCOUNTS RECEIVABLE	3,000.00	9,238.28
205-000-16200	LAND	0.08	0.08
205-000-16300	BUILDING AND LAND IMPROVEMENTS	(0.02)	(0.02)
205-000-16400	MACHINERY AND EQUIPMENT	0.14	0.14
205-000-16450	VEHICLES	(0.26)	(0.26)
205-000-16600	ACCUMULATED DEPRECIATION	6,242,586.49	6,242,586.49
Total Assets		7,137,071.75	7,175,370.57
*** Liabilities ***			
205-000-20100	ACCOUNTS PAYABLE	4,678.31	2,740.05
205-000-20400	ACCRUED EXPENSES	(6,293.83)	(6,293.83)
205-000-22301	DEPOSITS PAYABLE	300.00	300.00
Total Liabilities		(1,315.52)	(3,253.78)
*** Fund Balance ***			
205-000-26000	FUND BALANCE	450,685.76	450,685.76
205-000-26100	CAP ASSETS NET OF DEBT	6,687,701.51	6,687,701.51
Total Fund Balance		7,138,387.27	7,138,387.27
Beginning Fund Balance			7,138,387.27
Net of Revenues VS Expenditures			40,237.08
Ending Fund Balance			7,178,624.35
Total Liabilities And Fund Balance			7,175,370.57

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	02/28/2023 NORMAL (ABNORMAL)	MONTH 02/28/2023 INCREASE (DECREASE)
Fund 205 - AIRPORT					
Revenues					
Dept 205 - AIRPORT					
205-205-41100	PROPERTY TAX		0.00	0.00	0.00
205-205-41330	CITY SALES TAX FROM STATE		0.00	0.00	0.00
205-205-43102	FEDERAL GRANTS		351,000.00	0.00	0.00
205-205-43410	STATE GRANTS		0.00	0.00	0.00
205-205-43555	PRO-RATE MOTOR VEHICLE		0.00	0.00	0.00
205-205-44115	ADMINISTRATIVE FEES		0.00	0.00	0.00
205-205-44125	RECORDING FEES		0.00	0.00	0.00
205-205-44150	FUEL		9,000.00	2,224.27	428.28
205-205-45310	BUILDING RENTALS		65,000.00	48,288.00	4,702.00
205-205-45315	AIRPORT FBO RENT		21,820.00	9,090.00	1,818.00
205-205-45320	EQUIPMENT RENTALS		0.00	0.00	0.00
205-205-45325	LAND RENTALS		47,540.00	23,153.40	0.00
205-205-45327	AIRPORT LEASED LAND		13,220.00	7,820.00	0.00
205-205-46100	INTEREST		6,000.00	8,345.58	1,237.01
205-205-48000	MISCELLANEOUS REVENUE		0.00	4,292.20	0.00
205-205-48000-CARES	MISCELLANEOUS REVENUE	CARES ACT REVENUES RECEIVED	0.00	0.00	0.00
205-205-48100	REFUNDS		0.00	0.00	0.00
205-205-49100	TRANSFERS IN		140,000.00	58,333.35	11,666.67
205-205-49100-20083	TRANSFERS IN	FBO IMPROVEMENT	0.00	0.00	0.00
205-205-49100-22024	TRANSFERS IN	AERIAL APPLICATOR PLAN UPDATE	30,000.00	0.00	0.00
205-205-49100-22025	TRANSFERS IN	HANGAR 1406 REPAIR	60,000.00	0.00	0.00
205-205-49100-23029	TRANSFERS IN	3/4 TON PICKUP W/BLADE	35,000.00	0.00	0.00
205-205-49100-23030	TRANSFERS IN	8 PLACE T-HANGERS	9,000.00	0.00	0.00
205-205-49100-23031	TRANSFERS IN	MOWER	25,000.00	0.00	0.00
205-205-49100-23048	TRANSFERS IN	AIRPORT CAROUSEL PROJECT	0.00	28,654.65	0.00
205-205-49210	LAND OR PROPERTY SALES		0.00	567.32	0.00
Total Dept 205 - AIRPORT			812,580.00	190,768.77	19,851.96
TOTAL REVENUES			812,580.00	190,768.77	19,851.96
Expenditures					
Dept 205 - AIRPORT					
205-205-51100	SALARIES AND WAGES		142,270.00	51,050.20	10,788.36
205-205-51200	OVERTIME		2,000.00	302.12	148.58
205-205-51300	TEMPORARY AND SEASONAL		5,000.00	362.50	0.00
205-205-52100	SOCIAL SECURITY		11,420.00	3,694.46	784.39
205-205-52200	GROUP INSURANCE		47,500.00	14,675.06	2,250.24
205-205-52300	RETIREMENT		9,580.00	1,538.09	318.32
205-205-52500	UNEMPLOYMENT		0.00	0.00	0.00
205-205-52600	WORKERS' COMPENSATION		2,200.00	0.00	0.00
205-205-52700	TRAINING AND TUITION		2,000.00	250.00	0.00
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION		500.00	53.50	31.50
205-205-53200	PROFESSIONAL SERVICES		500.00	0.00	0.00
205-205-53400	COMPUTER SUPPORT/MAINT		3,000.00	304.99	0.00
205-205-53520	CONTRACT SERVICES		5,000.00	0.00	0.00
205-205-54310	BUILDING MAINTENANCE		4,000.00	505.23	436.38
205-205-54320	EQUIPMENT MAINTENANCE		14,000.00	6,111.06	2,791.76
205-205-54330	VEHICLE MAINTENANCE		5,540.00	1,449.95	16.12
205-205-54440	RUNWAY MAINTENANCE		25,000.00	87.90	0.00
205-205-54470	FSS BUILDING MAINTENANCE		2,000.00	378.11	312.32
205-205-54480	HANGAR MAINTENANCE		7,000.00	1,885.70	0.00
205-205-54520	EQUIPMENT RENTAL/PURCHASE		500.00	37.74	0.00

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	02/28/2023	MONTH 02/28/2023
			NORMAL	(ABNORMAL)	INCREASE (DECREASE)
Fund 205 - AIRPORT					
Expenditures					
205-205-55200	INSURANCE		17,640.00	25,364.13	0.00
205-205-55210	CLAIMS AND SETTLEMENTS		0.00	0.00	0.00
205-205-55400	ADVERTISING AND PROMOTION		2,000.00	67.80	0.00
205-205-55900	MISCELLANEOUS		100.00	0.00	0.00
205-205-55900-CARES	MISCELLANEOUS	CARES ACT REVENUES RECEIVED	0.00	0.00	0.00
205-205-55930	REFUNDS		0.00	0.00	0.00
205-205-55950	COVID-19 EXPENSES		0.00	0.00	0.00
205-205-56010	SUPPLIES		8,000.00	393.31	110.10
205-205-56020	OFFICE SUPPLIES		480.00	87.98	0.00
205-205-56030	CLEANING SUPPLIES/SERVICE		8,500.00	2,181.00	0.00
205-205-56040	POSTAGE AND FREIGHT		120.00	0.00	0.00
205-205-56050	FUEL		8,590.00	1,645.48	0.00
205-205-56070	FERTILIZER		2,000.00	0.00	0.00
205-205-56090	SMALL TOOLS		3,500.00	259.45	0.00
205-205-56190	PERSONAL PROTECTIVE SUPP		1,000.00	288.96	0.00
205-205-56210	NATURAL GAS		0.00	0.00	0.00
205-205-56220	ELECTRICITY		15,000.00	5,351.80	1,469.85
205-205-56230	WATER AND SEWER		1,000.00	108.20	26.54
205-205-56240	TELEPHONE		2,110.00	429.85	107.46
205-205-56250	REFUSE		500.00	65.55	0.00
205-205-56260	UTILITIES - FSS BUILDING		8,500.00	2,796.92	791.73
205-205-56650	MEMBERSHIP DUES		320.00	150.00	0.00
205-205-57200	CAPITAL-LAND & BUILDINGS		0.00	0.00	0.00
205-205-57200-20083	CAPITAL-LAND & BUILDINGS	FBO IMPROVEMENT	0.00	0.00	0.00
205-205-57200-22024	CAPITAL-LAND & BUILDINGS	AERIAL APPLICATOR PLAN UPDATE	270,000.00	0.00	0.00
205-205-57200-22025	CAPITAL-LAND & BUILDINGS	HANGAR 1406 REPAIR	60,000.00	0.00	0.00
205-205-57200-23030	CAPITAL-LAND & BUILDINGS	8 PLACE T-HANGERS	150,000.00	0.00	0.00
205-205-57200-23048	CAPITAL-LAND & BUILDINGS	AIRPORT CAROUSEL PROJECT	30,000.00	28,654.65	0.00
205-205-57300	CAPITAL-NEW CONSTRUCTION		0.00	0.00	0.00
205-205-57510	CAPITAL-EQUIPMENT		0.00	0.00	0.00
205-205-57510-23031	CAPITAL-EQUIPMENT	MOWER	0.00	0.00	0.00
205-205-57520	CAPITAL-VEHICLES		0.00	0.00	0.00
205-205-57520-23029	CAPITAL-VEHICLES	3/4 TON PICKUP W/BLADE	0.00	0.00	0.00
205-205-57950	DEPRECIATION		0.00	0.00	0.00
205-205-58100	TRANSFERS OUT		0.00	0.00	0.00
205-205-59999	BAD DEBT EXPENSE		0.00	0.00	0.00
Total Dept 205 - AIRPORT			878,370.00	150,531.69	20,383.65
TOTAL EXPENDITURES			878,370.00	150,531.69	20,383.65
Fund 205 - AIRPORT:					
TOTAL REVENUES			812,580.00	190,768.77	19,851.96
TOTAL EXPENDITURES			878,370.00	150,531.69	20,383.65
NET OF REVENUES & EXPENDITURES			(65,790.00)	40,237.08	(531.69)
TOTAL REVENUES - ALL FUNDS			812,580.00	190,768.77	19,851.96
TOTAL EXPENDITURES - ALL FUNDS			878,370.00	150,531.69	20,383.65
NET OF REVENUES & EXPENDITURES			(65,790.00)	40,237.08	(531.69)

Fund 205 AIRPORT

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
205-000-10100	FUND CASH	36,845.89	36,845.89
205-000-10101	FUND CASH - PINNACLE BANK	25,509.10	45,475.45
205-000-10115	DEPOSITS	300.00	300.00
205-000-10300	INVESTMENTS-CURRENT	828,830.33	831,131.76
205-000-11500	ACCOUNTS RECEIVABLE	3,000.00	9,649.54
205-000-16200	LAND	0.08	0.08
205-000-16300	BUILDING AND LAND IMPROVEMENTS	31,352.70	31,352.70
205-000-16400	MACHINERY AND EQUIPMENT	0.14	0.14
205-000-16450	VEHICLES	(0.26)	(0.26)
205-000-16500	CONSTRUCTION IN PROGRESS	13,944.52	13,944.52
205-000-16600	ACCUMULATED DEPRECIATION	6,242,586.49	6,242,586.49
Total Assets		7,182,368.99	7,211,286.31
*** Liabilities ***			
205-000-20100	ACCOUNTS PAYABLE	4,678.31	0.00
205-000-20400	ACCRUED EXPENSES	(6,293.83)	(6,293.83)
205-000-22301	DEPOSITS PAYABLE	300.00	300.00
Total Liabilities		(1,315.52)	(5,993.83)
*** Fund Balance ***			
205-000-26000	FUND BALANCE	495,983.00	495,983.00
205-000-26100	CAP ASSETS NET OF DEBT	6,687,701.51	6,687,701.51
Total Fund Balance		7,183,684.51	7,183,684.51
Beginning Fund Balance			7,183,684.51
Net of Revenues VS Expenditures			33,595.63
Ending Fund Balance			7,217,280.14
Total Liabilities And Fund Balance			7,211,286.31

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR
				03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)
Fund 205 - AIRPORT					
Revenues					
Dept 205 - AIRPORT					
205-205-41100	PROPERTY TAX		0.00	0.00	0.00
205-205-41330	CITY SALES TAX FROM STATE		0.00	0.00	0.00
205-205-43102	FEDERAL GRANTS		351,000.00	0.00	0.00
205-205-43410	STATE GRANTS		0.00	0.00	0.00
205-205-43555	PRO-RATE MOTOR VEHICLE		0.00	0.00	0.00
205-205-44115	ADMINISTRATIVE FEES		0.00	0.00	0.00
205-205-44125	RECORDING FEES		0.00	0.00	0.00
205-205-44150	FUEL		9,000.00	2,579.81	355.54
205-205-45310	BUILDING RENTALS		65,000.00	53,115.00	4,827.00
205-205-45315	AIRPORT FBO RENT		21,820.00	11,090.00	2,000.00
205-205-45320	EQUIPMENT RENTALS		0.00	0.00	0.00
205-205-45325	LAND RENTALS		47,540.00	23,153.40	0.00
205-205-45327	AIRPORT LEASED LAND		13,220.00	12,331.00	4,511.00
205-205-46100	INTEREST		6,000.00	9,869.84	1,524.26
205-205-48000	MISCELLANEOUS REVENUE		0.00	7,077.40	2,785.20
205-205-48000-CARES	MISCELLANEOUS REVENUE	CARES ACT REVENUES RECEIVED	0.00	0.00	0.00
205-205-48100	REFUNDS		0.00	0.00	0.00
205-205-49100	TRANSFERS IN		140,000.00	70,000.02	11,666.67
205-205-49100-20083	TRANSFERS IN	FBO IMPROVEMENT	0.00	0.00	0.00
205-205-49100-22024	TRANSFERS IN	AERIAL APPLICATOR PLAN UPDATE	30,000.00	0.00	0.00
205-205-49100-22025	TRANSFERS IN	HANGAR 1406 REPAIR	60,000.00	3,404.87	3,404.87
205-205-49100-23029	TRANSFERS IN	3/4 TON PICKUP W/BLADE	35,000.00	0.00	0.00
205-205-49100-23030	TRANSFERS IN	8 PLACE T-HANGERS	9,000.00	0.00	0.00
205-205-49100-23031	TRANSFERS IN	MOWER	25,000.00	0.00	0.00
205-205-49100-23048	TRANSFERS IN	AIRPORT CAROUSEL PROJECT	0.00	28,654.65	0.00
205-205-49210	LAND OR PROPERTY SALES		0.00	567.32	0.00
Total Dept 205 - AIRPORT			812,580.00	221,843.31	31,074.54
TOTAL REVENUES			812,580.00	221,843.31	31,074.54
Expenditures					
Dept 205 - AIRPORT					
205-205-51100	SALARIES AND WAGES		142,270.00	69,830.77	18,780.57
205-205-51200	OVERTIME		2,000.00	452.97	150.85
205-205-51300	TEMPORARY AND SEASONAL		5,000.00	362.50	0.00
205-205-52100	SOCIAL SECURITY		11,420.00	5,083.09	1,388.63
205-205-52200	GROUP INSURANCE		47,500.00	16,925.30	2,250.24
205-205-52300	RETIREMENT		9,580.00	2,335.07	796.98
205-205-52500	UNEMPLOYMENT		0.00	0.00	0.00
205-205-52600	WORKERS' COMPENSATION		2,200.00	0.00	0.00
205-205-52700	TRAINING AND TUITION		2,000.00	345.00	95.00
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION		500.00	283.50	230.00
205-205-53200	PROFESSIONAL SERVICES		500.00	0.00	0.00
205-205-53400	COMPUTER SUPPORT/MAINT		3,000.00	631.26	326.27
205-205-53520	CONTRACT SERVICES		5,000.00	0.00	0.00
205-205-54310	BUILDING MAINTENANCE		4,000.00	600.23	95.00
205-205-54320	EQUIPMENT MAINTENANCE		14,000.00	6,285.66	174.60
205-205-54330	VEHICLE MAINTENANCE		5,540.00	1,449.95	0.00
205-205-54440	RUNWAY MAINTENANCE		25,000.00	87.90	0.00
205-205-54470	FSS BUILDING MAINTENANCE		2,000.00	378.11	0.00
205-205-54480	HANGAR MAINTENANCE		7,000.00	1,885.70	0.00
205-205-54520	EQUIPMENT RENTAL/PURCHASE		500.00	37.74	0.00

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	03/31/2023	MONTH 03/31/2023
			NORMAL	(ABNORMAL)	INCREASE (DECREASE)
Fund 205 - AIRPORT					
Expenditures					
205-205-55200	INSURANCE		17,640.00	25,364.13	0.00
205-205-55210	CLAIMS AND SETTLEMENTS		0.00	6,996.76	6,996.76
205-205-55400	ADVERTISING AND PROMOTION		2,000.00	67.80	0.00
205-205-55900	MISCELLANEOUS		100.00	0.00	0.00
205-205-55900-CARES	MISCELLANEOUS	CARES ACT REVENUES RECEIVED	0.00	0.00	0.00
205-205-55930	REFUNDS		0.00	0.00	0.00
205-205-55950	COVID-19 EXPENSES		0.00	0.00	0.00
205-205-56010	SUPPLIES		8,000.00	498.78	105.47
205-205-56020	OFFICE SUPPLIES		480.00	171.76	83.78
205-205-56030	CLEANING SUPPLIES/SERVICE		8,500.00	2,701.48	520.48
205-205-56040	POSTAGE AND FREIGHT		120.00	0.00	0.00
205-205-56050	FUEL		8,590.00	1,834.39	0.00
205-205-56070	FERTILIZER		2,000.00	0.00	0.00
205-205-56090	SMALL TOOLS		3,500.00	259.45	0.00
205-205-56190	PERSONAL PROTECTIVE SUPP		1,000.00	288.96	0.00
205-205-56210	NATURAL GAS		0.00	0.00	0.00
205-205-56220	ELECTRICITY		15,000.00	6,665.31	1,313.51
205-205-56230	WATER AND SEWER		1,000.00	134.74	26.54
205-205-56240	TELEPHONE		2,110.00	537.32	107.47
205-205-56250	REFUSE		500.00	65.55	0.00
205-205-56260	UTILITIES - FSS BUILDING		8,500.00	3,476.98	680.06
205-205-56650	MEMBERSHIP DUES		320.00	150.00	0.00
205-205-57200	CAPITAL-LAND & BUILDINGS		0.00	0.00	0.00
205-205-57200-20083	CAPITAL-LAND & BUILDINGS	FBO IMPROVEMENT	0.00	0.00	0.00
205-205-57200-22024	CAPITAL-LAND & BUILDINGS	AERIAL APPLICATOR PLAN UPDATE	270,000.00	0.00	0.00
205-205-57200-22025	CAPITAL-LAND & BUILDINGS	HANGAR 1406 REPAIR	60,000.00	3,404.87	3,404.87
205-205-57200-23030	CAPITAL-LAND & BUILDINGS	8 PLACE T-HANGERS	150,000.00	0.00	0.00
205-205-57200-23048	CAPITAL-LAND & BUILDINGS	AIRPORT CAROUSEL PROJECT	30,000.00	28,654.65	0.00
205-205-57300	CAPITAL-NEW CONSTRUCTION		0.00	0.00	0.00
205-205-57510	CAPITAL-EQUIPMENT		0.00	0.00	0.00
205-205-57510-23031	CAPITAL-EQUIPMENT	MOWER	0.00	0.00	0.00
205-205-57520	CAPITAL-VEHICLES		0.00	0.00	0.00
205-205-57520-23029	CAPITAL-VEHICLES	3/4 TON PICKUP W/BLADE	0.00	0.00	0.00
205-205-57950	DEPRECIATION		0.00	0.00	0.00
205-205-58100	TRANSFERS OUT		0.00	0.00	0.00
205-205-59999	BAD DEBT EXPENSE		0.00	0.00	0.00
Total Dept 205 - AIRPORT			878,370.00	188,247.68	37,527.08
TOTAL EXPENDITURES			878,370.00	188,247.68	37,527.08
Fund 205 - AIRPORT:					
TOTAL REVENUES			812,580.00	221,843.31	31,074.54
TOTAL EXPENDITURES			878,370.00	188,247.68	37,527.08
NET OF REVENUES & EXPENDITURES			(65,790.00)	33,595.63	(6,452.54)
TOTAL REVENUES - ALL FUNDS			812,580.00	221,843.31	31,074.54
TOTAL EXPENDITURES - ALL FUNDS			878,370.00	188,247.68	37,527.08
NET OF REVENUES & EXPENDITURES			(65,790.00)	33,595.63	(6,452.54)

Fund 205 AIRPORT

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
205-000-10100	FUND CASH	36,845.89	36,845.89
205-000-10101	FUND CASH - PINNACLE BANK	25,509.10	57,374.12
205-000-10115	DEPOSITS	300.00	300.00
205-000-10300	INVESTMENTS-CURRENT	828,830.33	831,131.76
205-000-11500	ACCOUNTS RECEIVABLE	3,000.00	6,992.00
205-000-16200	LAND	0.08	0.08
205-000-16300	BUILDING AND LAND IMPROVEMENTS	31,352.70	31,352.70
205-000-16400	MACHINERY AND EQUIPMENT	0.14	0.14
205-000-16450	VEHICLES	(0.26)	(0.26)
205-000-16500	CONSTRUCTION IN PROGRESS	13,944.52	13,944.52
205-000-16600	ACCUMULATED DEPRECIATION	6,242,586.49	6,242,586.49
Total Assets		7,182,368.99	7,220,527.44
*** Liabilities ***			
205-000-20100	ACCOUNTS PAYABLE	4,678.31	0.00
205-000-20400	ACCRUED EXPENSES	(6,293.83)	(6,293.83)
205-000-22301	DEPOSITS PAYABLE	300.00	300.00
Total Liabilities		(1,315.52)	(5,993.83)
*** Fund Balance ***			
205-000-26000	FUND BALANCE	495,983.00	495,983.00
205-000-26100	CAP ASSETS NET OF DEBT	6,687,701.51	6,687,701.51
Total Fund Balance		7,183,684.51	7,183,684.51
Beginning Fund Balance			7,183,684.51
Net of Revenues VS Expenditures			42,836.76
Ending Fund Balance			7,226,521.27
Total Liabilities And Fund Balance			7,220,527.44

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	04/30/2023	MONTH 04/30/2023
			NORMAL	(ABNORMAL)	INCREASE (DECREASE)
Fund 205 - AIRPORT					
Revenues					
Dept 205 - AIRPORT					
205-205-41100	PROPERTY TAX		0.00	0.00	0.00
205-205-41330	CITY SALES TAX FROM STATE		0.00	0.00	0.00
205-205-43102	FEDERAL GRANTS		351,000.00	0.00	0.00
205-205-43410	STATE GRANTS		0.00	0.00	0.00
205-205-43555	PRO-RATE MOTOR VEHICLE		0.00	0.00	0.00
205-205-44115	ADMINISTRATIVE FEES		0.00	0.00	0.00
205-205-44125	RECORDING FEES		0.00	0.00	0.00
205-205-44150	FUEL		9,000.00	2,998.38	418.57
205-205-45310	BUILDING RENTALS		65,000.00	62,357.00	9,242.00
205-205-45315	AIRPORT FBO RENT		21,820.00	13,090.00	2,000.00
205-205-45320	EQUIPMENT RENTALS		0.00	0.00	0.00
205-205-45325	LAND RENTALS		47,540.00	23,153.40	0.00
205-205-45327	AIRPORT LEASED LAND		13,220.00	12,331.00	0.00
205-205-46100	INTEREST		6,000.00	12,346.11	2,476.27
205-205-48000	MISCELLANEOUS REVENUE		0.00	7,243.00	165.60
205-205-48000-CARES	MISCELLANEOUS REVENUE	CARES ACT REVENUES RECEIVED	0.00	0.00	0.00
205-205-48100	REFUNDS		0.00	0.00	0.00
205-205-49100	TRANSFERS IN		140,000.00	81,666.69	11,666.67
205-205-49100-20083	TRANSFERS IN	FBO IMPROVEMENT	0.00	0.00	0.00
205-205-49100-22024	TRANSFERS IN	AERIAL APPLICATOR PLAN UPDATE	30,000.00	0.00	0.00
205-205-49100-22025	TRANSFERS IN	HANGAR 1406 REPAIR	60,000.00	3,404.87	0.00
205-205-49100-23029	TRANSFERS IN	3/4 TON PICKUP W/BLADE	35,000.00	0.00	0.00
205-205-49100-23030	TRANSFERS IN	8 PLACE T-HANGERS	9,000.00	0.00	0.00
205-205-49100-23031	TRANSFERS IN	MOWER	25,000.00	0.00	0.00
205-205-49100-23048	TRANSFERS IN	AIRPORT CAROUSEL PROJECT	0.00	28,654.65	0.00
205-205-49210	LAND OR PROPERTY SALES		0.00	567.32	0.00
Total Dept 205 - AIRPORT			812,580.00	247,812.42	25,969.11
TOTAL REVENUES			812,580.00	247,812.42	25,969.11
Expenditures					
Dept 205 - AIRPORT					
205-205-51100	SALARIES AND WAGES		142,270.00	78,809.91	8,979.14
205-205-51200	OVERTIME		2,000.00	518.16	65.19
205-205-51300	TEMPORARY AND SEASONAL		5,000.00	362.50	0.00
205-205-52100	SOCIAL SECURITY		11,420.00	5,722.70	639.61
205-205-52200	GROUP INSURANCE		47,500.00	19,192.23	2,266.93
205-205-52300	RETIREMENT		9,580.00	2,877.73	542.66
205-205-52500	UNEMPLOYMENT		0.00	0.00	0.00
205-205-52600	WORKERS' COMPENSATION		2,200.00	0.00	0.00
205-205-52700	TRAINING AND TUITION		2,000.00	449.80	104.80
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION		500.00	283.50	0.00
205-205-53200	PROFESSIONAL SERVICES		500.00	0.00	0.00
205-205-53400	COMPUTER SUPPORT/MAINT		3,000.00	2,201.26	1,570.00
205-205-53520	CONTRACT SERVICES		5,000.00	0.00	0.00
205-205-54310	BUILDING MAINTENANCE		4,000.00	600.23	0.00
205-205-54320	EQUIPMENT MAINTENANCE		14,000.00	6,407.27	121.61
205-205-54330	VEHICLE MAINTENANCE		5,540.00	1,449.95	0.00
205-205-54440	RUNWAY MAINTENANCE		25,000.00	87.90	0.00
205-205-54470	FSS BUILDING MAINTENANCE		2,000.00	378.11	0.00
205-205-54480	HANGAR MAINTENANCE		7,000.00	1,885.70	0.00
205-205-54520	EQUIPMENT RENTAL/PURCHASE		500.00	37.74	0.00

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR
			AMENDED BUDGET	04/30/2023	MONTH 04/30/2023
			NORMAL	(ABNORMAL)	INCREASE (DECREASE)
Fund 205 - AIRPORT					
Expenditures					
205-205-55200	INSURANCE		17,640.00	25,364.13	0.00
205-205-55210	CLAIMS AND SETTLEMENTS		0.00	6,996.76	0.00
205-205-55400	ADVERTISING AND PROMOTION		2,000.00	67.80	0.00
205-205-55900	MISCELLANEOUS		100.00	0.00	0.00
205-205-55900-CARES	MISCELLANEOUS	CARES ACT REVENUES RECEIVED	0.00	0.00	0.00
205-205-55930	REFUNDS		0.00	0.00	0.00
205-205-55950	COVID-19 EXPENSES		0.00	0.00	0.00
205-205-56010	SUPPLIES		8,000.00	599.17	100.39
205-205-56020	OFFICE SUPPLIES		480.00	207.74	35.98
205-205-56030	CLEANING SUPPLIES/SERVICE		8,500.00	2,951.48	250.00
205-205-56040	POSTAGE AND FREIGHT		120.00	0.00	0.00
205-205-56050	FUEL		8,590.00	1,834.39	0.00
205-205-56070	FERTILIZER		2,000.00	0.00	0.00
205-205-56090	SMALL TOOLS		3,500.00	272.44	12.99
205-205-56190	PERSONAL PROTECTIVE SUPP		1,000.00	288.96	0.00
205-205-56210	NATURAL GAS		0.00	0.00	0.00
205-205-56220	ELECTRICITY		15,000.00	8,471.71	1,806.40
205-205-56230	WATER AND SEWER		1,000.00	161.28	26.54
205-205-56240	TELEPHONE		2,110.00	644.82	107.50
205-205-56250	REFUSE		500.00	65.55	0.00
205-205-56260	UTILITIES - FSS BUILDING		8,500.00	3,575.22	98.24
205-205-56650	MEMBERSHIP DUES		320.00	150.00	0.00
205-205-57200	CAPITAL-LAND & BUILDINGS		0.00	0.00	0.00
205-205-57200-20083	CAPITAL-LAND & BUILDINGS	FBO IMPROVEMENT	0.00	0.00	0.00
205-205-57200-22024	CAPITAL-LAND & BUILDINGS	AERIAL APPLICATOR PLAN UPDATE	270,000.00	0.00	0.00
205-205-57200-22025	CAPITAL-LAND & BUILDINGS	HANGAR 1406 REPAIR	60,000.00	3,404.87	0.00
205-205-57200-23030	CAPITAL-LAND & BUILDINGS	8 PLACE T-HANGERS	150,000.00	0.00	0.00
205-205-57200-23048	CAPITAL-LAND & BUILDINGS	AIRPORT CAROUSEL PROJECT	30,000.00	28,654.65	0.00
205-205-57300	CAPITAL-NEW CONSTRUCTION		0.00	0.00	0.00
205-205-57510	CAPITAL-EQUIPMENT		0.00	0.00	0.00
205-205-57510-23031	CAPITAL-EQUIPMENT	MOWER	0.00	0.00	0.00
205-205-57520	CAPITAL-VEHICLES		0.00	0.00	0.00
205-205-57520-23029	CAPITAL-VEHICLES	3/4 TON PICKUP W/BLADE	0.00	0.00	0.00
205-205-57950	DEPRECIATION		0.00	0.00	0.00
205-205-58100	TRANSFERS OUT		0.00	0.00	0.00
205-205-59999	BAD DEBT EXPENSE		0.00	0.00	0.00
Total Dept 205 - AIRPORT			878,370.00	204,975.66	16,727.98
TOTAL EXPENDITURES			878,370.00	204,975.66	16,727.98
Fund 205 - AIRPORT:					
TOTAL REVENUES			812,580.00	247,812.42	25,969.11
TOTAL EXPENDITURES			878,370.00	204,975.66	16,727.98
NET OF REVENUES & EXPENDITURES			(65,790.00)	42,836.76	9,241.13
TOTAL REVENUES - ALL FUNDS			812,580.00	247,812.42	25,969.11
TOTAL EXPENDITURES - ALL FUNDS			878,370.00	204,975.66	16,727.98
NET OF REVENUES & EXPENDITURES			(65,790.00)	42,836.76	9,241.13

9. Manager report.

Managers' Report

1. Hanger 1406 East repair:
Platte Valley Precast plans to get started on 5-3-23 on the hanger and apron repair. Two of the aircraft from the hanger have been temporarily moved to alternate hangers for the duration of the project to avoid any possible work-related or weather-related damage.
2. Airport Layout Plan update is still scheduled for this year. We are still waiting for the funds to be released to proceed forward with the update.
3. The New 8 Place T-Hanger project engineering phase is also slated for this year and much like the ALP update we are also waiting for funds to be dispersed. We have to wait for funds with both of these projects because any work done ahead of time could possibly be considered not covered by the applicable funds.

10. **Adjournment.**