

Board of Airport Commissioners
Tuesday, July 9, 2024 12:00 PM
Columbus Community Building/Community Room
2500 14 Street
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

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. Minutes of May 14, 2024, meeting.

BOARD OF AIRPORT COMMISSIONERS MEETING
May 14, 2024

A meeting of the Board of Airport Commissioners of the City of Columbus, Nebraska, was convened in open and public session on May 14, 2024, at 12 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on May 1, 2024, 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 Logan Bronson, Robert Cruise, Brian Kenwood, Brad Keyes, and Dennis Worden. City staff members included Airport Manager Ross Niedbalski, and City Clerk Shuraya Frauendorfer.
2. **Minutes of March 12, 2024, meeting:** The minutes were approved as presented with a motion by Keyes and a second by Worden. Bronson, Cruise, Kenwood, Keyes, and Worden voted “Aye” and none voted “Nay”.
3. **Financial reports for March and April 2024:** The financial reports were presented.
4. **Budget for Fiscal Year 2024-25:** Niedbalski explained that next year’s budget will include continuation of the T-hangar project estimated at \$1.8 million, new security cameras, and computer upgrades.
5. **Manager report:** The manager report was presented.
6. **Adjournment:** The meeting adjourned at 12:19 p.m.

OFFICE OF THE CITY CLERK
: Shuraya Frauendorfer

3. Commercial Operator Agreement with Air Methods Corporation for three-year extension and rate increase for Hangar No. 1328.

RESOLUTION NO. R21-108

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A COMMERCIAL OPERATOR AGREEMENT WITH AIR METHODS CORPORATION TO LEASE HANGAR NO. 1328 AT THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AUTHORIZING THE MAYOR OF THE CITY OF COLUMBUS TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus requested bids for Hangar No. 1328 at the Columbus Municipal Airport; and

WHEREAS, Air Methods Corporation submitted a bid that has been selected by city staff; and

WHEREAS, the parties desire to proceed with leasing the aforementioned hangar pursuant to the Commercial Operator Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Commercial Operator Agreement with Air Methods Corporation to lease Hangar No. 1328 at the Columbus Municipal Airport, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER Charlie Baker

PASSED AND ADOPTED THIS 16 DAY OF August, 2021.

Jan B. Bully
MAYOR

ATTEST:

Janelle Kline
CITY CLERK



APPROVED AS TO FORM:

AK
CITY ATTORNEY

COMMERCIAL OPERATOR AGREEMENT

AGREEMENT made and entered into this 16 day of August, 2021, by and between Columbus Municipal Airport through the City of Columbus, Nebraska, a municipal corporation of the State of Nebraska (hereinafter referred to as the "CITY"), and Air Methods Corporation (hereinafter referred to as the "LESSEE").

IT IS MUTUALLY AGREED that the LESSEE shall have the nonexclusive rights as a medical transport operator at the Columbus Municipal Airport under the following terms and conditions:

1. Lease Term. The initial term of this Agreement be for three (3) years and shall commence on September 1, 2021, and shall end on August 31, 2024, unless sooner terminated as hereinafter provided. The CITY and the LESSEE may mutually agree to renew the Agreement for an additional three (3) years period. Such renewal must be requested by the LESSEE by giving written notice to Lessor at least ninety (90) days prior to the end of the original term of the Agreement.
2. Licensed Premises. The CITY hereby grants to LESSEE the exclusive use of Hangar 1328, consisting of approximately 4,800 square feet, and the office area attached to such hangar, consisting of an office, 4 rooms, a kitchen, bathroom and shower room, and general use of the apron area in common with others, together with the non-exclusive right an privilege to conduct an medical transport operation from the Columbus Municipal Airport in accordance with the Rules and Regulations of the Columbus Municipal Airport now in effect, and as they may be amended from time to time, during the term of this Agreement and any extension thereof.
3. Fee. For the privileges granted to the LESSEE by this Agreement, the LESSEE shall pay to the CITY the total fee of \$108,000 (One Hundred and Eight Thousand Dollars), payable in monthly installments of \$3,000 (Three Thousand Dollars) on or by the first day of each month of the term. If the option to extend this Agreement for three additional years is exercised and mutually agreed to by CITY and LESSEE, the fee will be subject to review and modification by the City Council upon a recommendation of the Columbus Board of Airport Commissioners. Notwithstanding anything to the contrary herein, LESSEE shall only be responsible to pay fees up to and including the effective date of expiration or earlier termination hereunder.
4. Utilities. The LESSEE shall pay all utilities for the hangar buildings above described, including, gas, electricity, water, sewer and telephone.
5. Maintenance. The CITY shall provide snow removal on the ramp and taxi areas surrounding the hangar buildings. The LESSEE shall perform all routine maintenance on the hangars described herein and keep the same in good and reasonable repair. The CITY shall maintain the outside walls and the roofs of the hangars, unless damaged by negligence of the LESSEE. The CITY shall further maintain the hangar doors unless damaged by negligence of the LESSEE. The LESSEE shall repair the floors and

windows to the extent that the LESSEE solely caused the need for repair; provided, however, that the CITY shall provide routine repairs to the floors and windows required due to ordinary wear and tear thereof. The CITY shall make the major repairs to the following listed utility equipment which belongs to the CITY except that the LESSEE shall pay the first \$100 of all major repairs. Major repairs are defined as those costing over \$100. The utility equipment owned by the CITY are the following:

- heating and air conditioning system
- hot water heater
- plumbing system, including toilets and lavatories
- office and hangar lighting systems
- hangar unit heaters and infrared heaters
- electrical system, including outlets
- compressed air system

The parties agrees that prior to the commencement of the term of this Agreement all heating, plumbing and air conditioning systems shall be operable. The parties shall conduct a walk through inspection prior to commencement and note any deficiencies.

6. LESSEE Equipment. Any other equipment installed by the LESSEE shall belong to the LESSEE, is the responsibility of the LESSEE, and may be removed at the conclusion of this License by the LESSEE so long as the removal does not cause damage to the building. LESSEE shall refrain from storing any items or material 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 premises, except those used in the conduct of the business authorized by this Agreement. Upon notice to LESSEE of violation of this section, LESSEE shall immediately remove such conditions that violate the local and national fire codes or gasoline, combustible liquids or hazardous material in the above described premises. 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 or travel within the hangar space.
7. Indemnification. The CITY shall stand indemnified and held harmless by LESSEE as herein provided. It is expressly understood by and between the parties hereto that LESSEE herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and the CITY shall in no way be responsible for the same. It is further agreed that in the uses of the airport and hangar space and the exercise or enjoyment of the privileges herein granted, LESSEE agrees to indemnify and hold harmless CITY, its employees, agents, officers, and volunteers from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, expenses, costs of liabilities of every kind and nature, including any claim of subrogation, whatsoever to the extent the foregoing arise out of the negligence or intentional act or omission of LESSEE or LESSEE's employees, agents, officers, volunteers, and subsidiaries, in regards to this Agreement and/or operation of the medical transport business. CITY agrees to indemnify and hold harmless LESSEE from any and all claims, and any other liability arising out of or in any way connected with the negligence or intentional act or omission of CITY or CITY's

employees, agents, or other representatives. Notwithstanding anything to the contrary herein, in no event shall either party, its employees, agents, or contractors be liable under this Agreement to the other party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either party was advised of the possibility of such damages.

8. Insurance. The LESSEE shall carry general, premises, and operator's liability insurance with a liability limit of \$1,000,000 as evidenced by a certificate of insurance issued by a qualified provider. The LESSEE shall cause the CITY to be named as an additional insured on said policies and the LESSEE shall provide the CITY with evidence of said insurance on a current basis and further provide in said policies that the CITY shall be notified of cancellation of any coverages. The certificate of insurance must list the owners or those having a leasehold interest in the aircraft as insured, as well as any other persons (pilots) who would have access to the aircraft during the term of the lease. The certificate of insurance shall list the aircraft covered by the policy. CITY shall carry insurance as required by law throughout the term of this Agreement. CITY shall provide the LESSEE with evidence of insurance upon LESSEE's reasonable request.
9. Service to Public and Aviation Use Only. The LESSEE hereby agrees to serve the public in a polite and businesslike manner. The licensed premises shall only be used in accordance with Rules and Regulations of the Columbus Municipal Airport. LESSEE shall not exercise any privileges granted by this Agreement in such a way as to interfere with or adversely affect the uses, operation, maintenance or development of the Airport.
10. Assignability and Subletting. Neither this Agreement nor the rights granted hereunder shall be assignable without the express written permission of the CITY. LESSEE shall not have the right to sub-let any part of the described premises without the express written permission of the CITY. However, LESSEE may allow any company which is owned and operated by LESSEE to use the Leased Premises; including, LifeNet, Inc.
11. Regulations. The LESSEE agrees that it will not carry on any business on the leased premises except those businesses generally associated with medical transport operation. All of said operations, if conducted by the LESSEE, shall be conducted in compliance with the Rules and Regulations of the Columbus Municipal Airport as promulgated and amended by the CITY from time to time. The LESSEE, by execution of this Agreement, acknowledges receipt of a current copy of said regulations. Violation of any of said regulation shall constitute a material breach of this Agreement and cause a default hereunder as hereinafter provided.

CITY reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair all publicly owned facilities at the Columbus Municipal Airport and, further, to develop or improve the landing areas and air navigation facilities of the Columbus Municipal Airport, at its sole discretion, without interference or hindrance by LESSEE. CITY'S obligation for repairs or maintenance to the hangar space shall extend only to

maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.

12. Area Surrounding Licensed Premises. The LESSEE agrees to keep the leased premises and the area surrounding the same in a neat and orderly fashion and shall not keep storage barrels or other material in public view. The LESSEE further agrees, with regard to the handling of any materials including oil, fuel or any chemicals, that it will abide by all federal, state and local laws and regulations. This specifically includes requirements of the Environmental Protection Agency (EPA) of both state and federal governments, and the violation of any such regulation shall constitute a material breach hereof and a default as hereinafter provided.
13. Affirmative Action. LESSEE agrees that he will undertake an affirmative action program as required by Title 14, Part 152, Subpart E of the Code of Federal Regulations, to insure that no person shall, on the grounds of race, creed, color, national origin, religion, sex or disability be excluded from participating in any employment activities covered in Title 14, Part 152, Subpart E of the Code of Federal Regulations. The LESSEE agrees and represents that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE agrees and represents that it will require that any covered sub-organizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, as required by Title 14, Part 152, Subpart E, to the same effect.
14. Anti-Discrimination. The LESSEE shall not, on the grounds of race, creed, color national origin, religion, sex of disability discriminate or permit discrimination against any person or persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The CITY reserves the right to take such action as the United States Government may direct to enforce this covenant.
15. Nondiscrimination. The LESSEE agrees to furnish service on a fair, equal and non-discriminatory basis to all users thereof and to charge fair, reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
16. Landing Area. The CITY reserves the right (but shall not be obligated to the LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned air navigation facilities of the airport, as it sees fit, together with the right to direct and control all activities of the LESSEE in this regard, regardless of the desires or views of the LESSEE, without interference or hindrance.
17. Aerial Approach. The CITY reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against obstruction. The LESSEE shall not erect, or permit to be erected, any building or other structure on the airport or in any zone by the CITY which, in the opinion of the CITY, be impermissible under any regulation, would limit the usefulness of the airport, or would constitute a hazard to aircraft.

18. War. During time of war or national or state emergency the CITY shall have the right to enter into an agreement with the State of Nebraska and the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
19. Subordination. This Agreement shall be subordinate to the provisions of any outstanding agreement between the CITY and the United States Government, relative to the maintenance, operation or development of the airport.
20. Interference of Development. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
21. Airspace. There is hereby reserved to the CITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right-of-flight for the passage of aircraft in the airspace above the surface of the Columbus Municipal Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.
22. Non-Exclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
23. Abandonment of Premises. LESSEE shall not vacate or abandon the Leased Premises at any time during the term of this Agreement. If LESSEE abandons, vacates, or surrenders the Lease Premises, or is disposed of it by the process of law, or otherwise, then any personal property belonging to LESSEE and left on the Leased Premises, except for any aircraft, shall be deemed to be abandoned; and, CITY at its sole discretion may elect to keep said personal property for its own use, sell said personal property and keep the proceeds of such sale, or otherwise dispose of said personal property.
24. Default. In the event LESSEE fails to pay any rental fee due herein, fails to keep or perform any of the other terms or conditions listed in this Agreement, becomes insolvent, or becomes involved in bankruptcy proceedings, then fifteen (15) days after written notice of default from CITY, the CITY may, if such default has not been corrected, resort to any and all legal remedies or combinations of remedies which CITY may desire to assert, including but not limited to, one or more of the following:
 - a. Declare the Agreement at an end and terminated;
 - b. Sue for the rent due and to become due under the lease or for any damages sustained by CITY;
 - c. Continue the Agreement in effect and relet the Leased Premises on such terms and conditions as CITY may deem advisable with LESSEE remaining liable for the monthly rent plus the reasonable costs of obtaining possession of the Leased

- Premises and of any repairs and alterations necessary to prepare the Leased Premises for reletting, less the rentals received from such reletting, if any; and
- d. Take any other action which may be allowed under law or equity.

In the event the LESSEE is in default of any term of this Agreement and such default is not cured within fifteen (15) days, excluding paragraph 6, after the date of receipt of written notice of default from the CITY, then in any set of events, CITY, at CITY'S sole option, may terminate this Agreement by written notice to LESSEE. If the breach is not cured within the allotted time, this Agreement shall end and the remainder of all rental payments due under the terms of this Agreement shall accelerate and become immediately due and payable to the CITY. Upon such termination of this Agreement by the CITY, LESSEE will surrender possession of the premises to the CITY and the CITY shall have all remedies of a secured party according to the laws of the State of Nebraska. The CITY may then re-enter the premises and repossess the same and remove all personal effects from the premises.

If Lessee(s) violates paragraph 6 above and LESSEE does not immediately remove or cure such violations listed in paragraph 6 above, LESSEE is immediately in default of the Agreement.

No action by CITY shall be construed as an election to terminate the Agreement unless written notice of such intention is given to LESSEE.

25. Termination. This Agreement may be terminated:
 - a. Without cause, if either CITY or LESSEE gives the other at least ninety 90 days written notice.
 - b. By CITY with cause as it relates to default of the parties, as described in Paragraphs 6 and/or 24 of this Agreement.
26. Notices. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, postage paid, and addressed a follows:

To the LESSEE at:

Air Methods Corporation
5500 S. Quebec St., Ste. 300
Greenwood Village, CO 80111
Attn: Vice President, North Central Region

With a copy to:
Attn: Legal Department

To the CITY at:

City of Columbus
Attn: City Administrator
2424 14th Street

Columbus, NE 68601

27. Mere License. The parties agree that this Agreement is a mere license, that it confers upon the LESSEE the privilege of conducting a medical transport operation on the Columbus Municipal Airport and necessary incidental privileges, and that it does not confer any possessory or other rights in the premises described herein.
28. Choice of Law. This lease shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this lease, the CITY and LESSEE hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between the CITY and LESSEE. To the extent possible CITY and LESSEE waive trial by jury.
29. Taxation. In the event that the premises described herein shall at any time become subject to taxation by virtue of this Agreement or the use thereof by the LESSEE, the LESSEE shall pay such taxes as shall be attributable to such use before they become delinquent.
30. Benefits. This Agreement shall be binding on the successors or assigns of either party, it being recognized that the LESSEE may not assign this agreement without the consent of the CITY.
31. Modification. No oral modifications of this Agreement shall be binding on either party. All modifications shall be in writing executed by authorized parties of both the CITY and the LESSEE.
32. Waiver. Waiver by CITY of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.
33. Authorization. LESSEE'S execution, delivery, and performance of this Agreement have been duly authorized by all necessary action(s) by the LESSEE 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, or with any law, regulation, or court order that is applicable to the LESSEE in any way.
34. Severability. Invalidation of any one or more of the provisions of this Lease, by judgment or court order, shall in no way affect any other provisions of the Lease which other provisions shall remain in full force and effect.
35. Full Integration. This document is a fully integrated agreement superseding any prior agreement between the parties, and embodies a full and complete understanding of the parties.
36. 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

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IN WITNESS WHEREOF, the parties have signed this Lease below to be effective as written above:

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

Keith Schadmann 8-16-21
Airport Manager date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Jan B. Brulley 8-16
Mayor date

Janella Kline
City Clerk

AIR METHODS CORPORATION:

David F. Haller 08/16/2021
Signature date

David F. Haller, Vice President

Printed Name

5500 S. Quebec St., Suite 300
Greenwood Village, CO 80111

Address

402.212.1516

Phone Number

david.haller@airmethods.com

Email

Signature date

Printed Name

Address

Phone Number

Email

APPROVED AS TO FORM

By AVJ
City Attorney

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Aug. 2022
	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	
All items	0.8	1.2	0.3	1.0	1.3	0.0	0.1	8.3
Food	1.0	1.0	0.9	1.2	1.0	1.1	0.8	11.4
Food at home	1.4	1.5	1.0	1.4	1.0	1.3	0.7	13.5
Food away from home(1)	0.4	0.3	0.6	0.7	0.9	0.7	0.9	8.0
Energy	3.5	11.0	-2.7	3.9	7.5	-4.6	-5.0	23.8
Energy commodities	6.7	18.1	-5.4	4.5	10.4	-7.6	-10.1	27.1
Gasoline (all types)	6.6	18.3	-6.1	4.1	11.2	-7.7	-10.6	25.6
Fuel oil(1)	7.7	22.3	2.7	16.9	-1.2	-11.0	-5.9	68.8
Energy services	-0.4	1.8	1.3	3.0	3.5	0.1	2.1	19.8
Electricity	-1.1	2.2	0.7	1.3	1.7	1.6	1.5	15.8
Utility (piped) gas service	1.5	0.6	3.1	8.0	8.2	-3.6	3.5	33.0
All items less food and energy	0.5	0.3	0.6	0.6	0.7	0.3	0.6	6.3
Commodities less food and energy commodities	0.4	-0.4	0.2	0.7	0.8	0.2	0.5	7.1
New vehicles	0.3	0.2	1.1	1.0	0.7	0.6	0.8	10.1
Used cars and trucks	-0.2	-3.8	-0.4	1.8	1.6	-0.4	-0.1	7.8

Apparel	0.7	0.6	-0.8	0.7	0.8	-0.1	0.2	5.1
Medical care commodities(1)	0.3	0.2	0.1	0.3	0.4	0.6	0.2	4.1
Services less energy services	0.5	0.6	0.7	0.6	0.7	0.4	0.6	6.1
Shelter	0.5	0.5	0.5	0.6	0.6	0.5	0.7	6.2
Transportation services	1.4	2.0	3.1	1.3	2.1	-0.5	0.5	11.3
Medical care services	0.1	0.6	0.5	0.4	0.7	0.4	0.8	5.6

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Aug. 2023
	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	Jun. 2023	Jul. 2023	Aug. 2023	
All items	0.4	0.1	0.4	0.1	0.2	0.2	0.6	3.7
Food	0.4	0.0	0.0	0.2	0.1	0.2	0.2	4.3
Food at home	0.3	-0.3	-0.2	0.1	0.0	0.3	0.2	3.0
Food away from home⁽¹⁾	0.6	0.6	0.4	0.5	0.4	0.2	0.3	6.5
Energy	-0.6	-3.5	0.6	-3.6	0.6	0.1	5.6	-3.6
Energy commodities	0.5	-4.6	2.7	-5.6	0.8	0.3	10.5	-4.2
Gasoline (all types)	1.0	-4.6	3.0	-5.6	1.0	0.2	10.6	-3.3
Fuel oil⁽¹⁾	-7.9	-4.0	-4.5	-7.7	-0.4	3.0	9.1	-14.8
Energy services	-1.7	-2.3	-1.7	-1.4	0.4	-0.1	0.2	-2.7
Electricity	0.5	-0.7	-0.7	-1.0	0.9	-0.7	0.2	2.1
Utility (piped) gas service	-8.0	-7.1	-4.9	-2.6	-1.7	2.0	0.1	-16.5
All items less food and energy	0.5	0.4	0.4	0.4	0.2	0.2	0.3	4.3
Commodities less food and energy commodities	0.0	0.2	0.6	0.6	-0.1	-0.3	-0.1	0.2
New vehicles	0.2	0.4	-0.2	-0.1	0.0	-0.1	0.3	2.9
Used cars and trucks	-2.8	-0.9	4.4	4.4	-0.5	-1.3	-1.2	-6.6

Apparel	0.8	0.3	0.3	0.3	0.3	0.0	0.2	3.1
Medical care commodities⁽¹⁾	0.1	0.6	0.5	0.6	0.2	0.5	0.6	4.5
Services less energy services	0.6	0.4	0.4	0.4	0.3	0.4	0.4	5.9
Shelter	0.8	0.6	0.4	0.6	0.4	0.4	0.3	7.3
Transportation services	1.1	1.4	-0.2	0.8	0.1	0.3	2.0	10.3
Medical care services	-0.7	-0.5	-0.1	-0.1	0.0	-0.4	0.1	-2.1

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Jan. 2024
	Jul. 2023	Aug. 2023	Sep. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Jan. 2024	
All items	0.2	0.5	0.4	0.1	0.2	0.2	0.3	3.1
Food	0.2	0.2	0.2	0.3	0.2	0.2	0.4	2.6
Food at home	0.2	0.2	0.1	0.3	0.0	0.1	0.4	1.2
Food away from home⁽¹⁾	0.2	0.3	0.4	0.4	0.4	0.3	0.5	5.1
Energy	0.0	4.4	1.2	-2.1	-1.6	-0.2	-0.9	-4.6
Energy commodities	-0.1	8.3	1.8	-4.3	-3.8	-0.7	-3.2	-6.9
Gasoline (all types)	-0.2	8.3	1.6	-4.3	-4.0	-0.6	-3.3	-6.4
Fuel oil	2.1	11.2	6.4	-6.4	-1.1	-3.3	-4.5	-14.2
Energy services	0.1	0.1	0.3	0.4	1.0	0.3	1.4	-2.0
Electricity	-0.4	0.2	0.8	0.4	1.0	0.6	1.2	3.8
Utility (piped) gas service	1.5	-0.3	-1.4	0.3	1.2	-0.6	2.0	-17.8
All items less food and energy	0.2	0.2	0.3	0.2	0.3	0.3	0.4	3.9
Commodities less food and energy commodities	-0.3	-0.2	-0.2	0.0	-0.2	-0.1	-0.3	-0.3
New vehicles	0.0	0.2	0.2	-0.1	0.0	0.2	0.0	0.7

Used cars and trucks	-1.5	-1.9	-1.8	-0.4	1.4	0.6	-3.4	-3.5
Apparel	0.1	0.2	-0.3	0.0	-0.6	0.0	-0.7	0.1
Medical care commodities(1)	0.5	0.6	-0.3	0.4	0.5	-0.1	-0.6	3.0
Services less energy services	0.4	0.4	0.5	0.3	0.5	0.4	0.7	5.4
Shelter	0.5	0.3	0.6	0.3	0.4	0.4	0.6	6.0
Transportation services	0.8	1.6	0.7	0.9	1.0	0.1	1.0	9.5
Medical care services	-0.3	0.0	0.2	0.2	0.5	0.5	0.7	0.6

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended May 2024
	Nov. 2023	Dec. 2023	Jan. 2024	Feb. 2024	Mar. 2024	Apr. 2024	May 2024	
All items	0.2	0.2	0.3	0.4	0.4	0.3	0.0	3.3
Food	0.2	0.2	0.4	0.0	0.1	0.0	0.1	2.1
Food at home	0.0	0.1	0.4	0.0	0.0	-0.2	0.0	1.0
Food away from home⁽¹⁾	0.4	0.3	0.5	0.1	0.3	0.3	0.4	4.0
Energy	-1.6	-0.2	-0.9	2.3	1.1	1.1	-2.0	3.7
Energy commodities	-3.8	-0.7	-3.2	3.6	1.5	2.7	-3.5	2.2
Gasoline (all types)	-4.0	-0.6	-3.3	3.8	1.7	2.8	-3.6	2.2
Fuel oil	-1.1	-3.3	-4.5	1.1	-1.3	0.9	-0.4	3.6
Energy services	1.0	0.3	1.4	0.8	0.7	-0.7	-0.2	4.7
Electricity	1.0	0.6	1.2	0.3	0.9	-0.1	0.0	5.9
Utility (piped) gas service	1.2	-0.6	2.0	2.3	0.0	-2.9	-0.8	0.2
All items less food and energy	0.3	0.3	0.4	0.4	0.4	0.3	0.2	3.4
Commodities less food and energy commodities	-0.2	-0.1	-0.3	0.1	-0.2	-0.1	0.0	-1.7
New vehicles	0.0	0.2	0.0	-0.1	-0.2	-0.4	-0.5	-0.8
Used cars and trucks	1.4	0.6	-3.4	0.5	-1.1	-1.4	0.6	-9.3

Apparel	-0.6	0.0	-0.7	0.6	0.7	1.2	-0.3	0.8
Medical care commodities(1)	0.5	-0.1	-0.6	0.1	0.2	0.4	1.3	3.1
Services less energy services	0.5	0.4	0.7	0.5	0.5	0.4	0.2	5.3
Shelter	0.4	0.4	0.6	0.4	0.4	0.4	0.4	5.4
Transportation services	1.0	0.1	1.0	1.4	1.5	0.9	-0.5	10.5
Medical care services	0.5	0.5	0.7	-0.1	0.6	0.4	0.3	3.1

4. Manager report.

Managers' Report

-Yearly Operations

-Hangar update

-Grounds update

-Aerial Applicators

5. Adjournment.