

**Announcement of Meeting
Airport Board
Regular Meeting Agenda**

Tuesday, December 2, 2025

4:30 PM

Luverne Municipal Airport

A. CALL TO ORDER

B. APPROVAL OF MINUTES OF PRECEDING MEETING(S)

B.1. [2025-352](#) September 2, 2025 Airport Board Minutes

C. FINANCIAL REPORT

C.1. [2025-353](#) Airport Financial Report as of November 24, 2025.

D. CITY ADMINISTRATOR REPORT

D.1. [2025-354](#) Hangar Policy/Lease Update

D.2. [2025-357](#) Hangar Updates/Electric Meters

D.3. [2025-355](#) Hangar Lease Compliance

E. AIRPORT ACTIVITIES - BEN BAUM, FBO

F. DGR ENGINEER REPORT

F.1. [2025-356](#) New Construction 5-Unit T-Hangar

F.2. [2025-358](#) Airport Layout Plan

G. OTHER, IF ANY

G.1. [2025-359](#) 2026 Bi-Monthly Meetings
- February 3
- April 7
- June 2
- August 4
- October 6
- December 1

H. ADJOURNMENT

Staff Report

File #: 2025-352

Agenda Date: 12/2/2025

Agenda #: B.1.

September 2, 2025 Airport Board Minutes

Announcement of Meeting
Airport Board
Regular Meeting Minutes

Tuesday, September 2, 2025

4:30 PM

Luverne Municipal Airport

A. CALL TO ORDER

Present: Kevin Aaker, Jon McLendon and Jim Juhl

Remote: Jeremy Lehman and Ryan Gee

Additional Attendees: Jill Wolf, Ben Baum, Brian Meyer, David Feilmeier, Pat Baustian, Pat VonTersch

B. APPROVAL OF MINUTES OF PRECEDING MEETING(S)

B.1. 2025-272 June 3, 2025 Airport Board Minutes

A motion was made by Aaker, seconded by McLendon, that the Airport Minutes be approved. The motion carried by a unanimous vote.

C. FINANCIAL REPORT

C.1. 2025-273 Airport Financial Report as of August 25, 2025

A motion was made by McLendon, seconded by Lehman, that this Motion be approved. The motion carried by a unanimous vote.

D. AIRPORT ACTIVITIES - BEN BAUM, FBO

Baum reported on spray season at the airport, noting 4 new companies for this year. He informed the board about fuel sales, fuel tanks and said he talked to the pilots about traffic patterns.

D.1. 2025-274 Airport Fly-In Recap

596 people attended, 50 to 60 aircraft, 37 Young Eagle riders between 4 planes
Improvements for next year were discussed including: National Guard recruitment table, Hockey Club expectations, breakfast options, and 1/2 price tickets for car drivers.

E. CITY ADMINISTRATOR REPORT

- E.1. [2025-275](#) Hangar Lease Update
- Hangar Improvements
 - New Leases 1/1/2026
 - Rate Increases
 - Utilities
 - Application Criteria

Wolf discussed updates to all hangars including: insulation, vapor barrier, fire retardant, and electric meters.

The Hangar Lease Agreement will be updated with the following:

- rates based on square footage, instead of age/condition of hangar
- rent increase to account for hangar improvements and to eliminate subsidy
- bill utilities monthly for each hangar
- add verbiage on emergency access and new locks, parking in designated areas, project airplanes, and hangar inspections

Hangar application process will be updated to include points for:

- MN Registration
- Current insured aircraft
- Airworthy Certificate with annual inspection
- Licensed and qualified pilot
- Airport tie-down at Luverne airport

- E.2. [2025-282](#) Courtesy Car

Baum will start a log sheet for the courtesy car.

F. DGR ENGINEER REPORT

- F.1. [2025-277](#) AWOS Relocation

Wait for MNDOT to replace.

- F.2. [2025-276](#) 5-Unit Hangar Project Update

Discussion followed on building a new hangar or completing a new Airport Layout Plan (ALP). The last ALP was done in 2003.

A motion was made by Gee, seconded by McLendon, to build a new Airport Hangar. The motion carried by a unanimous vote.

G. OTHER, IF ANY

It was mentioned to invite MNDOT to the December board meeting.

H. ADJOURNMENT

A motion was made by Aaker, seconded by Gee, that the meeting be adjourned. The motion carried unanimously.

Submitted by,
Jill Wolf,
City Administrator

Staff Report

File #: 2025-353

Agenda Date: 12/2/2025

Agenda #: C.1.

Airport Financial Report as of November 24, 2025.



City of Luverne, MN

Balance Sheet

Account Summary

As Of 11/24/2025

Account	Name	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 209 - AIRPORT				
Assets				
209-11110	Cash in Bank - Airport	184,396.17	208,389.89	23,993.72
209-11800	Long Term Lease Receivable	2,397.00	2,397.00	0.00
209-11801	Short Term Lease Receivable	47,651.00	47,651.00	0.00
209-12520	Due from State of Minnesota	27,970.21	27,970.21	0.00
209-12611	Accounts Receivable	1,885.00	15,291.25	13,406.25
209-12633	Credit Card Receivables	1,201.67	2,120.26	918.59
209-14103	Inventory - Airport Fuel	30,688.97	15,471.92	-15,217.05
209-14114	Inventory - Jet Fuel	15,598.24	9,303.28	-6,294.96
Total Assets:		311,788.26	328,594.81	16,806.55
Liability				
209-21120	Accounts Payable	1,448.95	9,613.36	-8,164.41
209-21800	Deferred Inflows - Leases	53,267.00	53,267.00	0.00
Total Liability:		54,715.95	62,880.36	-8,164.41
Equity				
209-26501	Non-Spendable for Inventory	46,287.21	24,775.20	-21,512.01
209-26699	Undesignated Fund Balance	232,297.11	232,297.11	21,512.01
Total Beginning Equity:		278,584.32	257,072.31	0.00
Total Revenue		504,631.45	341,695.15	-162,936.30
Total Expense		294,612.25	333,053.01	-38,440.76
Revenues Over/(Under) Expenses		210,019.20	8,642.14	-201,377.06
Total Equity and Current Surplus (Deficit):		488,603.52	265,714.45	-222,889.07
Total Liabilities, Equity and Current Surplus (Deficit):		543,319.47	328,594.81	-214,724.66



Budget Report

Account Summary

For Fiscal: 2025 Period Ending: 11/30/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 209 - AIRPORT							
Revenue							
209-33163	Federal Airport Construction Aid	65,000.00	65,000.00	0.00	0.00	-65,000.00	100.00 %
209-33462	Airport Aid - Maintenance	0.00	0.00	0.00	27,739.00	27,739.00	0.00 %
209-33467	Airport Aid - Equipment	0.00	0.00	0.00	20,179.60	20,179.60	0.00 %
209-34750	Aviation Fuel Sales	65,000.00	65,000.00	5,826.23	91,771.74	26,771.74	141.19 %
209-34752	Jet Fuel Sales	60,000.00	60,000.00	1,572.71	70,454.06	10,454.06	117.42 %
209-34921	Airport Hangar Rent	50,000.00	50,000.00	11,745.00	48,175.50	-1,824.50	3.65 %
209-36307	Lease Income	4,400.00	4,400.00	800.00	4,800.00	400.00	109.09 %
209-36599	Other Revenue	0.00	0.00	0.00	4,250.00	4,250.00	0.00 %
209-38101	Interest Earnings	959.00	959.00	0.00	0.00	-959.00	100.00 %
209-38300	Property Rental	52,400.00	52,400.00	2,093.00	54,325.25	1,925.25	103.67 %
209-39201	Transfer from General	20,000.00	20,000.00	0.00	20,000.00	0.00	0.00 %
Revenue Total:		317,759.00	317,759.00	22,036.94	341,695.15	23,936.15	7.53%
Expense							
209-43186-2211	Cleaning Supplies	0.00	0.00	0.00	61.88	-61.88	0.00 %
209-43186-2212	Fuel	5,000.00	5,000.00	0.00	2,249.49	2,750.51	55.01 %
209-43186-2213	Lubricants & Additives	400.00	400.00	0.00	387.94	12.06	3.02 %
209-43186-2221	Equipment Parts & Maintenance	5,000.00	5,000.00	823.75	5,551.82	-551.82	-11.04 %
209-43186-2222	Tires	500.00	500.00	0.00	0.00	500.00	100.00 %
209-43186-2223	Building Maintenance	1,000.00	1,000.00	0.00	3,265.00	-2,265.00	-226.50 %
209-43186-2225	Grounds Maintenance	0.00	0.00	0.00	1,911.52	-1,911.52	0.00 %
209-43186-2228	Vehicle Parts & Maintenance	500.00	500.00	0.00	725.17	-225.17	-45.03 %
209-43186-2241	Small Tools & Equipment	500.00	500.00	0.00	0.00	500.00	100.00 %
209-43186-2255	Resale Aviation Fuel	55,000.00	55,000.00	5,101.11	77,115.62	-22,115.62	-40.21 %
209-43186-2256	Resale Jet Fuel	55,000.00	55,000.00	1,241.11	52,160.32	2,839.68	5.16 %
209-43186-2261	General Supplies	10,000.00	10,000.00	0.00	145.63	9,854.37	98.54 %
209-43186-3303	Engineering Services	70,000.00	70,000.00	6,120.00	48,035.78	21,964.22	31.38 %
209-43186-3308	Credit Card Fees	0.00	0.00	221.50	3,015.66	-3,015.66	0.00 %
209-43186-3312	Contractual Service	26,000.00	26,000.00	4,400.00	32,062.29	-6,062.29	-23.32 %
209-43186-3317	Central Garage Charge	10,859.00	10,859.00	0.00	10,859.00	0.00	0.00 %
209-43186-3321	Telephone Charges	3,000.00	3,000.00	84.05	1,174.43	1,825.57	60.85 %
209-43186-3322	Postage	0.00	0.00	0.00	307.17	-307.17	0.00 %
209-43186-3349	Advertising	1,500.00	1,500.00	0.00	750.00	750.00	50.00 %
209-43186-3351	Printing & Publishing	500.00	500.00	0.00	0.00	500.00	100.00 %
209-43186-3361	General Liability Insurance	2,000.00	2,000.00	0.00	2,761.00	-761.00	-38.05 %
209-43186-3362	Property Insurance	10,000.00	10,000.00	0.00	9,523.00	477.00	4.77 %
209-43186-3363	Automotive Insurance	250.00	250.00	0.00	166.00	84.00	33.60 %
209-43186-3365	Other Insurance	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
209-43186-3381	Electric Utilities	18,000.00	18,000.00	1,269.06	19,080.09	-1,080.09	-6.00 %
209-43186-3382	Water Utilities	700.00	700.00	28.35	429.57	270.43	38.63 %
209-43186-3384	Refuse Disposal	2,200.00	2,200.00	271.85	2,990.35	-790.35	-35.93 %
209-43186-3389	Miscellaneous Utilities	150.00	150.00	13.50	148.50	1.50	1.00 %
209-43186-3403	Repair & Maintenance Service	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
209-43186-3478	Fuel Flowage Fee	20,000.00	20,000.00	0.00	17,736.09	2,263.91	11.32 %
209-43186-3491	Dues & Subscriptions	200.00	200.00	0.00	150.00	50.00	25.00 %
209-43186-3497	Licenses & Taxes	6,500.00	6,500.00	0.00	6,479.00	21.00	0.32 %
209-43186-3499	Miscellaneous Expenditures	2,000.00	2,000.00	0.00	4,482.69	-2,482.69	-124.13 %
209-49929-3319	Appraisal Services	0.00	0.00	0.00	500.00	-500.00	0.00 %

[209-49935-5572](#)

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Heavy Equipment	0.00	0.00	0.00	28,828.00	-28,828.00	0.00 %
Expense Total:	317,759.00	317,759.00	19,574.28	333,053.01	-15,294.01	-4.81%
Fund: 209 - AIRPORT Surplus (Deficit):	0.00	0.00	2,462.66	8,642.14	8,642.14	0.00%
Report Surplus (Deficit):	0.00	0.00	2,462.66	8,642.14	8,642.14	0.00%

AIRPORT ACCOUNTS RECEIVABLE

Invoices unpaid as of 11/24/2025

Customer	Purpose	Bill Date	Amount	1-30	31-60	61-90	> 90	TOTAL	TOTAL AMOUNT DUE
South Dakota Skydivers	Oct Hangar rent/Internet	11/17/2025	385.00	385.00				385.00	385.00
David Paquette	4th Q Hangar rent	11/17/2025	270.00	270.00				270.00	270.00
James Raley	4th Q Hangar rent	11/17/2025	270.00	270.00				270.00	270.00
Steve Odland	4th Q Hangar rent	11/17/2025	270.00	270.00				270.00	270.00
Dakota Cub Aircraft	4th Q Hangar rent	11/17/2025	810.00	810.00				810.00	810.00
M D Aviation Inc	4th Q Hangar rent	11/17/2025	345.00	345.00				345.00	345.00
Dakota Air Spray	4th Q Hangar rent	11/17/2025	690.00	690.00				690.00	690.00
Dean Tofteland	4th Q Hangar rent	11/17/2025	660.00	660.00				660.00	660.00
Clement Aviation	4th Q Hangar rent	11/17/2025	540.00	540.00				540.00	540.00
Glenn R Thiele	4th Q Hangar rent	11/17/2025	345.00	345.00				345.00	345.00
Ryan Gee	4th Q Hangar rent	11/17/2025	1,215.00	1,215.00				1,215.00	1,215.00
Tailwinds Aircraft Services	4th Q Hangar rent	11/17/2025	1,740.00	1,740.00				1,740.00	1,740.00
Jan Fodness	4th Q Hangar rent	11/17/2025	270.00	270.00				270.00	270.00
Coral Air LLC	4th Q Hangar rent	11/17/2025	570.00	570.00				570.00	570.00
Juhl Aviation	4th Q Hangar rent	11/17/2025	660.00	660.00				660.00	660.00
Joseph Schomacker	4th Q Hangar rent	11/17/2025	270.00	270.00				270.00	270.00
Tull Companies	4th Q Hangar rent	11/17/2025	270.00	270.00				270.00	270.00
Robert Feauto	4th Q Hangar rent	11/17/2025	345.00	345.00				345.00	345.00
Blaise Fogarty	4th Q Hangar rent	11/17/2025	270.00	270.00				270.00	270.00
Matthew Bickel	4th Q Hangar rent	11/17/2025	345.00	345.00				345.00	345.00
Schwenk Air	4th Q Hangar rent	11/17/2025	570.00	570.00				570.00	570.00
Pro Ag Aviation	4th Q Hangar rent	11/17/2025	660.00	660.00				660.00	660.00
Total			<u>\$ 11,770.00</u>	<u>\$ 11,770.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,770.00</u>	<u>\$ 11,770.00</u>

Customer Name	Account Total
South Dakota Skydivers	385.00
David Paquette	270.00
James Raley	270.00
Steve Odland	270.00
Dakota Cub Aircraft	810.00
M D Aviation Inc	345.00
Dakota Air Spray	690.00
Dean Tofteland	660.00
Clement Aviation	540.00
Glenn R Thiele	345.00
Ryan Gee	1,215.00
Tailwinds Aircraft Services	1,740.00
Jan Fodness	270.00
Coral Air LLC	570.00
Juhl Aviation	660.00
Joseph Schomacker	270.00
Tull Companies	270.00
Robert Feauto	345.00
Blaise Fogarty	270.00
Matthew Bickel	345.00
Schwenk Air	570.00
Pro Ag Aviation	660.00
	<u>\$ 11,770.00</u>

City of Luverne
Aviation Fuel Inventory
November 24, 2025

Aviation Fuel Facility

	Aviation Fuel					Jet A Fuel				
	Gallons	Cost	Pump Price			Gallons	Cost	Pump Price		
Inventory as of 12/31/2024	7,923.67	30,688.97				5,016.64	15,598.24			
Add: Cost of fuel purchased	15,206.00	61,898.57				14,999.00	45,865.36			
Fuel available for sales	23,129.67	92,587.54				20,015.64	61,463.60			
Less: Ending inventory as of 11/24/2025	3,810.45	15,471.92	4.060392	4.77		3,022.81	9,303.28	3.077693	3.90	
Cost of gas sold	19,319.22	77,115.62				16,992.83	52,160.32			

Purchases:	Gallons	Cost	Cost/gallon	Gallons	Cost	Cost/gallon
4/9/2025	2,715.00	11,077.20	4.080000			
6/23/2025	3,991.00	16,308.03	4.086201			
7/23/2025				7,499.00	22,782.66	3.038093
8/4/2025				7,500.00	23,082.70	3.077693
8/19/2025	8,500.00	34,513.34	4.060393			
	<u>15,206.00</u>	<u>61,898.57</u>		<u>14,999.00</u>	<u>45,865.36</u>	

Sales:	Credit					Credit			
	Gallons	Receipts	Card Fees	Pump Price		Gallons	Receipts	Card Fees	Pump Price
January	580.700	2,845.44	89.84	4.90		-	-	-	4.00
February	749.950	3,674.75	83.98	4.90		-	-	-	4.00
March	1,211.720	5,937.41	142.10	4.90	142.090	568.36	3.85		4.00
April	1,646.690	8,068.76	295.35	4.90	112.810	451.24	11.10		4.00
May	1,745.570	8,553.29	182.99	4.90	157.710	630.84	20.12		4.00
June	1,275.510	6,203.56	189.58	4.85	-	-	-		4.00
July	4,631.550	22,463.04	405.17	4.85	10,681.780	45,321.85	21.35		4.25
August	3,120.650	15,058.25	601.96	4.77	3,909.280	16,591.44	29.64		4.25
Sprayers - July/August price adj		261.28				(2,777.38)			
September	1,893.460	9,031.82	352.48	4.77	1,298.190	5,062.94	66.83		3.90
October	1,207.110	5,757.90	213.14	4.77	287.710	1,122.07	84.68		3.90
November	1,256.310	5,992.60	178.54	4.77	403.260	1,572.71	42.96		3.90
December									
	<u>19,319.220</u>	<u>93,848.10</u>	<u>2,735.13</u>		<u>16,992.830</u>	<u>68,544.07</u>	<u>280.53</u>		

Current Price Per Gallon **\$ 4.77** **\$ 3.90**

Date of Last Price Change 8/22/2025 8/28/2025

100LL Average price per gallon

2024	5.16	2012	4.81
2023	5.55	2011	4.50
2022	5.48	2010	3.59
2021	4.01	2009	3.15
2020	3.86	2008	4.15
2019	4.25	2007	3.56
2018	4.46	2006	3.37
2017	3.93	2005	2.87
2016	3.81	2004	2.10
2015	4.24	2003	1.85
2014	5.07	2002	1.73
2013	4.90	2001	1.79

Airport Hangar Rent and Debt Information as of:		24-Nov-25									Y-T-D	Projected
		<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2025</u>
<u>REVENUE:</u>												
Annual Hangar Rent		37,707.36	38,640.00	38,883.00	38,845.00	36,840.00	33,870.00	39,525.00	50,260.00	49,845.00	48,175.50	50,000.00
<u>DEBT COSTS:</u>												
Old Hangar												
New Hangar												
State of MN 1994 0% loan		-	-	-	-	-	-	-	-	-	-	-
State of MN 1991 0% loan		-	-	-	-	-	-	-	-	-	-	-
State of MN 2007 0% loan		16,200.00	15,298.58	-	-	-	-	-	-	-	-	-
State of MN 2009 0% loan		13,980.00	13,980.00	13,980.00	13,980.00	6,746.37	-	-	-	-	-	-
State of MN 2011 0% loan		14,376.00	14,376.00	14,376.00	14,376.00	28,478.22	-	-	-	-	-	-
FFM Bank Loan (last pmt Aug 1, 2012)		-	-	-	-	-	-	-	-	-	-	-
Revenue over (under) expense		(6,848.64)	(5,014.58)	10,527.00	10,489.00	1,615.41	33,870.00	39,525.00	50,260.00	49,845.00	48,175.50	50,000.00

Annual Local Taxpayer subsidy	\$	25,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
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Information on Current rents				
<u>Hangars</u>	(Billed quarterly in advance)			<u>Annual Rent</u>
Maintenance Building				
Hangar 5	Unit 1	Dakota Air Spray (DAS bought Wilbur Ellis Air LLC)		1,380.00
Hangar 5	Unit 2	Feauto		1,380.00
Hangar 5	Unit 3	Thiele		1,380.00
Hangar 5	Unit 4	Dakota Air Spray (DAS bought Wilbur Ellis Air LLC)		1,380.00
Hangar 5	Unit 5	Matthew Bickel (As of 01/01/2024)		1,380.00
Hangar 4	Unit 1	Super 18 LLC		2,160.00
Hangar 4	Unit 2	Coral Air LLC		2,280.00
Hangar 4	Unit 3	Gee		2,160.00
Hangar 4	Unit 4	Gee		2,160.00
Hangar 4	Unit 5	Tailwinds Aircraft Services LLC		2,640.00
Hangar 4	Unit 6	Tofteland		2,640.00
Hangar 4	Unit 7	Juhl Aviation LLC		2,640.00
Hangar 4	Unit 8	Pro Ag Aviation		2,640.00
Hangar 3	Unit 1	Schwenk Air LLC		1,380.00
Hangar 3	Unit 2	Schomacker		1,080.00
Hangar 3	Unit 3	Odland		1,080.00
Hangar 3	Unit 4	Huntington		1,380.00
Hangar 3	Unit 5	Fogarty		1,080.00
Hangar 2	Unit 1	Paquette		1,080.00
Hangar 2	Unit 2	Raley		1,080.00
Hangar 2	Unit 3	Tull Companies		1,080.00
Hangar 2	Unit 4	Super 18 LLC		1,080.00
Hangar 2	Unit 5	Fodness		1,080.00
Hangar 1	Unit 1	South Dakota Skydivers - Billed monthly		2,160.00
Hangar 1	Unit 2	South Dakota Skydivers - Billed monthly		2,160.00
Hangar 1	Unit 3	Tailwinds Aircraft Services LLC (As of 01/01/2024)		2,160.00
Hangar 1	Unit 4	Clement		2,160.00
				<u>46,260.00</u>
<u>Storage Units</u>	(Billed annually in advance)			
Hangar 5	Unit 6	City use		-
Hangar 5	Unit 7	City use		-
Hangar 3	Unit 6	Schwenk Air LLC		900.00
Hangar 3	Unit 7	Gee		540.00
Hangar 2	Unit 6	Gary Mann		900.00
Hangar 2	Unit 7	Tailwinds Aircraft Services LLC		900.00
				<u>3,240.00</u>

Airport Report

By Fund

City of Luverne, MN

Payment Dates 8/26/2025 - 11/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 209 - AIRPORT					
Beulke, David	INV04891	10/10/2025	Hangar Rent Refund	209-34921	550.00
Tailwinds Aircraft Services LLC	August 2025	10/29/2025	Lease	209-36307	-400.00
Tailwinds Aircraft Services LLC	Nov 2025	11/13/2025	Lease	209-36307	-400.00
Tailwinds Aircraft Services LLC	October 2025	10/29/2025	Lease	209-36307	-400.00
Tailwinds Aircraft Services LLC	September 2025	10/29/2025	Lease	209-36307	-400.00
Luverne Ace Hardware	195529	08/21/2025	Brass Key/Bowl Cleaner/Clora	209-43186-2211	37.33
Luverne Ace Hardware	195560	08/22/2025	Bucket/Towel/Dawn Dish Soa	209-43186-2211	24.55
CHS Eastern Farmers Coopera	August 2025	08/31/2025	2996	209-43186-2212	68.88
CHS Eastern Farmers Coopera	Oct 2025	10/31/2025	2995	209-43186-2212	144.12
CHS Eastern Farmers Coopera	Sept 2025	09/30/2025	2995	209-43186-2212	169.13
CHS Eastern Farmers Coopera	Sept 2025	09/30/2025	2996	209-43186-2212	59.99
Texas Refinery Corp	302850	08/12/2025	Grease Tubes	209-43186-2213	36.48
Gillund Enterprises	905924	10/17/2025	Engine Tune Ups/Heavy Duty	209-43186-2213	44.21
CHS Eastern Farmers Coopera	Oct 2025	10/31/2025	Superlube TMS 15W-40 Bulk	209-43186-2213	65.53
CHS Eastern Farmers Coopera	Oct 2025	10/31/2025	Superlube TMS 15W-40 Bulk	209-43186-2213	31.61
C & B Operations - Luverne	13511267	11/13/2025	#120 Weather Strip/LH Cab D	209-43186-2221	688.15
ADB Safegate Americas, LLC	90186216	10/16/2025	Control Panels	209-43186-2221	3,152.50
ADB Safegate Americas, LLC	90186695	10/24/2025	Control Panel	209-43186-2221	630.50
Arrow Energy Inc	151484	08/20/2025	100 LL Aviation Fuel	209-43186-2255	34,513.34
DGR Engineering	00279212	10/17/2025	Luverne 5-Unit T-Hangar	209-43186-3303	11,000.00
Climate Systems Inc	12055	08/31/2025	Filter in Heat Pumps/Belt Repl	209-43186-3312	959.50
Big Top Tent Rentals LLC	5405	09/04/2025	Portable Bathroom - Airport F	209-43186-3312	250.00
Presto-X	599066C	08/31/2025	Pest/Rodent Control Maint	209-43186-3312	354.13
Presto-X	610610C	09/30/2025	Pest/Rodent Control Mainten	209-43186-3312	354.13
Presto-X	625978C	10/31/2025	Pest/Rodent Control Maint	209-43186-3312	397.58
Tailwinds Aircraft Services LLC	August 2025	10/29/2025	Management Fee	209-43186-3312	2,200.00
Tailwinds Aircraft Services LLC	Nov 2025	11/13/2025	Management Fee	209-43186-3312	2,200.00
Tailwinds Aircraft Services LLC	October 2025	10/29/2025	Management Fee	209-43186-3312	2,200.00
Tailwinds Aircraft Services LLC	September 2025	10/29/2025	Management Fee	209-43186-3312	2,200.00
Alliance Communications	102730818	09/01/2025	Phone/Cable/Internet - Airpor	209-43186-3321	159.05
Alliance Communications	102733075	10/01/2025	Phone/Cable/Internet - Airpor	209-43186-3321	159.05
Alliance Communications	102749456	11/01/2025	Phone/Cable/Internet - Airpor	209-43186-3321	159.05
Tailwinds Aircraft Services LLC	August 2025	10/29/2025	Internet	209-43186-3321	-25.00
Tailwinds Aircraft Services LLC	Nov 2025	11/13/2025	Internet	209-43186-3321	-25.00
Tailwinds Aircraft Services LLC	October 2025	10/29/2025	Internet	209-43186-3321	-25.00
Tailwinds Aircraft Services LLC	September 2025	10/29/2025	Internet	209-43186-3321	-25.00
Tollefson Enterprises Inc	August 2025 # 570	08/28/2025	Advertising	209-43186-3349	750.00
Luverne City of	08-2025 Interdept	08/19/2025	Interdepartmental Bills - July	209-43186-3381	1,632.96
Luverne City of	09-2025 Interdept	09/08/2025	Interdepartmental Bills - Augu	209-43186-3381	1,533.66
Luverne City of	10-2025 Interdept	10/14/2025	Interdepartmental Bills - Sept	209-43186-3381	1,330.62
Luverne City of	08-2025 Interdept	08/19/2025	Interdepartmental Bills - July	209-43186-3382	74.13
Luverne City of	09-2025 Interdept	09/08/2025	Interdepartmental Bills - Augu	209-43186-3382	41.43
Luverne City of	10-2025 Interdept	10/14/2025	Interdepartmental Bills - Sept	209-43186-3382	41.43
Luverne City of	08-2025 Interdept	08/19/2025	Interdepartmental Bills - July	209-43186-3384	271.85
Luverne City of	09-2025 Interdept	09/08/2025	Interdepartmental Bills - Augu	209-43186-3384	271.85
Luverne City of	10-2025 Interdept	10/14/2025	Interdepartmental Bills - Sept	209-43186-3384	271.85
Luverne City of	08-2025 Interdept	08/19/2025	Interdepartmental Bills - July	209-43186-3389	13.50
Luverne City of	09-2025 Interdept	09/08/2025	Interdepartmental Bills - Augu	209-43186-3389	13.50
Luverne City of	10-2025 Interdept	10/14/2025	Interdepartmental Bills - Sept	209-43186-3389	13.50
Tailwinds Aircraft Services LLC	1246	08/27/2025	Promotion Incentive on Fuel S	209-43186-3478	4,057.24
Tailwinds Aircraft Services LLC	1249	08/28/2025	Promotion Incentive 2025 Spr	209-43186-3478	8,311.08
Chris Cakes	2025 Fly-In	08/23/2025	Pancake Vendor - Airport Fly-I	209-43186-3499	3,765.00
Bounce Around Inflatables LL	327	07/22/2025	Inflatables for Fly-In 2025	209-43186-3499	467.69

Airport Report

Payment Dates: 8/26/2025 - 11/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Reverts Appraisal Service	08262025	08/26/2025	Land Appraisal for Mann Fami	209-49929-3319	500.00
Fund 209 - AIRPORT Total:					84,470.10
Grand Total:					84,470.10

Report Summary

Fund Summary

Fund	Payment Amount
209 - AIRPORT	84,470.10
Grand Total:	84,470.10

Account Summary

Account Number	Account Name	Payment Amount
209-34921	Airport Hangar Rent	550.00
209-36307	Lease Income	-1,600.00
209-43186-2211	Cleaning Supplies	61.88
209-43186-2212	Fuel	442.12
209-43186-2213	Lubricants & Additives	177.83
209-43186-2221	Equipment Parts & Main	4,471.15
209-43186-2255	Resale Aviation Fuel	34,513.34
209-43186-3303	Engineering Services	11,000.00
209-43186-3312	Contractual Service	11,115.34
209-43186-3321	Telephone Charges	377.15
209-43186-3349	Advertising	750.00
209-43186-3381	Electric Utilities	4,497.24
209-43186-3382	Water Utilities	156.99
209-43186-3384	Refuse Disposal	815.55
209-43186-3389	Miscellaneous Utilities	40.50
209-43186-3478	Fuel Flowage Fee	12,368.32
209-43186-3499	Miscellaneous Expendit	4,232.69
209-49929-3319	Appraisal Services	500.00
Grand Total:		84,470.10

Project Account Summary

Project Account Key	Payment Amount
None	84,470.10
Grand Total:	84,470.10

Staff Report

File #: 2025-354

Agenda Date: 12/2/2025

Agenda #: D.1.

Hangar Policy/Lease Update

Luverne Municipal Airport Quentin Aanenson Field

Airport Hangar Policy

Introduction

This policy outlines the policies and procedures governing hangar leases and operations at Luverne Municipal Airport – Quentin Aanenson Field which is owned by the City of Luverne. It incorporates the terms of the standard lease agreement and additional operational policies adopted by the City of Luverne.

1. Definitions

“Actively Worked On”

Means that the aircraft is subject to ongoing, documented maintenance, repair, restoration, or inspection activities performed consistently and with reasonable frequency by qualified personnel. This includes maintenance tasks such as overhauling, repairing, preserving, or replacing parts in accordance with FAA regulations (e.g., 14 CFR Part 43). Activities must demonstrate continuous progress toward operational or airworthy status, supported by maintenance records or documented work performed within a recent and regular timeframe—such as updated records within the past 90 days or a project plan with milestones showing steady progress. These activities ensure compliance with airworthiness directives, safety guidelines, and proper maintenance standards required for safe flight.

“Non-aeronautical”

Non-aeronautical activities are uses of airport hangars that do not involve the storage, maintenance, repair, or operation of aircraft. Such activities include, but are not limited to, storage of personal household items, operation of non-aviation businesses (e.g., car storage, offices unrelated to aircraft), and any other use that displaces or impedes aeronautical activities. Limited incidental storage of non-aeronautical items that do not interfere with aircraft storage may be permitted at the airport sponsor's discretion but must not create unfair advantage or safety hazards.

“Project Planes”

Project planes are aircraft that are under construction, restoration, or extensive maintenance and may not be currently operational. Project planes must be actively worked on and maintained in a manner consistent with FAA safety guidelines; indefinite storage of non-airworthy aircraft without progress may result in lease restrictions or termination.

“Unsightly Maintenance”

Unsightly maintenance refers to activities within the hangar that result in conditions adversely affecting the appearance, safety, or efficient use of the premises or adjacent airport property. Examples include excessive accumulation of parts or debris, leaking fluids, improper disposal of materials, or prolonged disassembly/storage of derelict aircraft. Maintenance must be conducted in a clean, organized, and safe manner consistent with FAA and airport standards to preserve operational efficiency and aesthetics.

2. Lessee Contact Information Requirements

Lessees are required to maintain accurate and up-to-date contact information with the City of Luverne at all times. This includes:

- Full legal name or business name
- Current mailing address
- Primary phone number
- Active email address

Any changes to this information must be reported to the City within 30 days of the change. Failure to maintain current contact details may result in missed communications, which could affect lease compliance and renewal eligibility.

3. Minimum Operational Standards

All hangar tenants must meet the following minimum standards:

- Maintain current insurance coverage meeting City, Minnesota and FAA requirements, including liability and property insurance. Must include the City of Luverne as an additional insured.
- Ensure that all aircraft and equipment stored in the hangar are regularly inspected and maintained in accordance with State and FAA regulations.

- Must hold a current FAA airworthy certificate and have a valid annual inspection documented by the FAA.
- Must hold a current Minnesota aircraft registration.
- Demonstrate the ability to maintain the premises in a clean, safe, and orderly condition at all times.
- Failure to comply may result in suspension or revocation of lease privileges.
- Lessee is responsible for operating Aircraft on the Airport in accordance with applicable Federal and State aviation regulations.

4. Rent Charges

Hangar rent is calculated based on the square footage of the leased space. The monthly rate is \$.50 per square foot. Exceptions include Storage Units 2-6, 2-7, 5-6, and 5-7, which may be subject to flat-rate pricing.

5. Utilities

Each unit is individually metered for utilities. Lessees must complete utility applications with the City of Luverne and pay monthly for utility availability and actual usage.

6. Access and Security

The City of Luverne must retain a master key for emergency access to all hangars. Lessees shall not change out locks; the City of Luverne shall only change out locks. Parking is permitted only in designated, marked areas.

7. Inspections

Lessor may at any reasonable time enter and inspect the Leased Premises for the purposes of ensuring Lessee's compliance with the obligations under this Agreement. Lessor agrees to notify Lessee of any such inspection and/or entry. Lessor will be held responsible for any theft or damages to Lessee's property should Lessor fail to properly lock the doors of the Leased Premises upon completion of the inspection. At minimum, hangars will be inspected twice per year by the Airport Manager and the City Administrator or designee. Inspections ensure compliance with lease terms, safety standards, and maintenance requirements.

8. Project Planes

Hangars used for project aircraft are only eligible for month-to-month leases at a higher rate (\$.25/per square foot differential). These leases may not exceed one year.

9. Wait List Policy

Applicants seeking hangar space must complete a Hangar Lease Application and provide Minnesota aircraft registration. Applicants are evaluated using a weighted readiness point system:

- Current insured aircraft
- Current FAA airworthy certificate with annual inspection
- Current Minnesota aircraft registration
- Licensed and qualified pilot, FAA private pilot certificate
- Aircraft currently tied down at LYV

Each criterion earns one point. In the event of equal scores, priority is given on a first-come, first-served basis.

10. Lease Term

All airport hangar leases are issued for a one-year term beginning on January 1 and ending on December 31 of the same calendar year. Lessees wishing to renew their lease must submit a completed renewal application to the City of Luverne no later than sixty (60) days prior to the expiration date of the current lease. Failure to submit a renewal application by the deadline may result in the hangar space being offered to other applicants on the waiting list.

11. Default and Termination

A lessee is in default if they fail to pay rent, violate lease terms, allow unsafe conditions, or breach airport policies. Upon default, the City will notify the lessee in writing. The lessee has 15 calendar days from notice to cure the default. If uncured, the City may terminate the lease and require vacating the premises. Either party may terminate the lease with 60 days' written notice (unless in default). The lessee may appeal a termination decision in writing to the City Administrator within 15 days of notice.

12. Subleasing/Assignment

Subleasing or assignment of hangar leases is prohibited without prior written approval from the City. Lessee requests for assignment or sublease must be submitted in writing and will be evaluated at the City's discretion. Unauthorized subleasing or assignment is grounds for lease termination.

13. Hangar Use Restrictions

Hangars must only be used for approved aeronautical activities, aircraft storage, and maintenance. Commercial activity is not permitted except with explicit written approval from the City. The storage of hazardous materials, flammable liquids, or explosives is strictly prohibited, unless they are stored in accordance with the State of Minnesota MPCA rules and regulations and applicable fire codes. Overnight living or residential use of hangars is not allowed. Non-aeronautical activities may result in lease termination.

14. Maintenance and Repairs to the Leased Premises (Hangar).

Lessor shall be responsible for all ordinary maintenance/repairs to the Leased Premises, including the hangar doors. Lessee shall be responsible for any maintenance/repairs to the Leased Premises necessitated by the negligent acts or omissions of Lessee, its agents, employees, or guests. If Lessor or Lessee fails to promptly maintain/repair the Leased Premises after written notice and without a reasonable objection/explanation, the other party may undertake such repairs as may be minimally necessary to maintain/repair the Leased Premises to a basic usable condition at the expense of the responsible party. In the event that the Leased Premises or Airport runways, taxiways, or access to the Leased Premises becomes substantially unusable or untenable for any period longer than 14 days, the parties will, if promptly requested by Lessee negotiate in good faith a rental fee adjustment for Leased Premises covering such time as aforementioned areas were unusable.

15. Liability and Indemnification

Lessee assumes all liability for personal injury or property damage arising from their use of the hangar. Lessee shall indemnify, defend, and hold harmless the City, its officials, and its employees from any claims, losses, or damages resulting from the lessee's activities,

except to the extent caused by the City's own negligence or misconduct. Proof of insurance in required minimum amounts must be provided annually.

16. Emergency Procedures

During emergencies, severe weather, or declared disaster, hangar access and airport operations may be restricted or closed at the City's discretion. Lessees must comply with airport staff instructions and vacate or secure hangars as directed. The City is not liable for damages resulting from emergency closures beyond its control.

17. Notice

All notices that are requested, required, or authorized under this Agreement shall be in writing and sent by first class mail to the address for that party as stated in the beginning of this Agreement. The next mail delivery day after the date on which any such notice is mailed shall be deemed the date such notice was received by the addressee. Should either party change addresses or contact telephone numbers, that party shall notify the other party within 30 days after such change.

18. Surrender and Possession

On the expiration or other termination of this Agreement, Lessee's right to use of the Leased Premises shall cease and Lessee shall promptly vacate the Leased Premises. Except as otherwise provided in this Agreement, all fixtures, improvements, equipment, and other property bought, installed, erected, or placed in the Leased Premises by Lessee shall become the property of the Lessor. All installations must be done by a licensed contractor. Lessor may charge Lessee for the reasonable cost of cleaning and /or removing any garbage, debris, parts, or other similar personal property left behind by Lessee.

19. Insurance

Lessee shall be required to maintain the following insurance during the term of this Agreement:

- Commercial general liability insurance; minimum amount of \$1,000,000 per occurrence, \$1,000,000 annual aggregate; city shall be named as an additional insured.

- Aircraft liability insurance; at least \$100,000 for bodily injury to each passenger; \$1,000,000 per occurrence for bodily injury and property damage; city shall be named as an additional insured.
- Automobile liability insurance for automobiles operated on the airport premises; minimum of \$500,000 combined single limit.
- If the Lessee will be storing aircraft for someone else, Lessee shall have “Hangar-keepers insurance” of at least \$250,000 per aircraft and \$500,000 per occurrence; city shall be named as an additional insured.
- Lessor shall maintain property insurance on all personal property maintained in the Leased Premises; city shall be named as an additional insured.

Lessee shall provide Lessor with a certificate of insurance showing proof of such coverage.

Lessee’s policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Lessee’s performance under this contract.

Lessee’s policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

20. Maintenance of Aircraft

Pursuant to FAA Order 5190.6A, Airport Compliance Requirements, Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the Airport facilities by others. Lessee will dispose of used oil only in approved receptacles designated by the Airport Manager. At no time shall the Lessee’s aircraft engines be started within the Leased Premises.

LUVERNE MUNICIPAL AIRPORT
QUENTIN AANENSON FIELD
HANGAR LEASE AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 20____ by and between the City of Luverne a Municipal Corporation having its office at 305 East Luverne Street, PO Box 659, Luverne, Minnesota 56156, (Phone 507-449-2388) (the “Lessor”), and

(Business Name)

(Owner First and Last Name)

(Mailing Address)

Owner Phone _____ Owner Email _____ (the “Lessee”).
(Lessee must keep a current address and phone number on file with Lessor at all times.)

IN WITNESS WHEREOF, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Hangar. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor Hangar Space referred to as hangar _____, space _____ (the “Leased Premises”), located at the Quentin Aanenson Field, Luverne Municipal Airport, for the purpose of storing/parking the following aircraft (the “Aircraft”):

Aircraft Year & Make _____

Aircraft Model _____

Aircraft Registration Number _____
2. Term. Subject to earlier termination as provided below in this Agreement, the initial term of this Agreement shall begin on _____ and end on December 31 of _____.
3. Fees. Lessee agrees to pay Lessor the sum of _____ per year for rent. Lessor may adjust the rental fee charged once per year; with the new rate becoming effective on the anniversary date of this Agreement. Lessor shall notify Lessee of the new rental rate at least 60 days prior to the effective date of said rate increase.
5. Airport Rules and Regulations. Lessee agrees to comply with the Luverne Municipal Airport hangar policy, and Rules and Regulations, as they may be modified from time to time. These policies are incorporated by reference and are binding on all lessees.

6. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Minnesota and under the jurisdiction of Minnesota courts.
7. Waiver. Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of the provision or any other provision.
8. Severability. The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions thereof.
9. Paragraph Headings. The headings to the paragraphs to this Agreement are solely for convenience and may not have substantive effect on the Agreement nor are they intended to aid in the interpretation of this Agreement.
10. Subordination of Agreement. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America and/or the State of Minnesota relative to the operation or maintenance of the Airport as a public airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal and/or State funds for development of the Airport.
11. Attorney's fees, Collection Costs. Lessor shall be entitled to recover from Lessee any costs and charges including but not limited to reasonable attorney's fees, collection fees costs, court and service costs, and returned check fees, that may be expended by Lessor in the collection of any rents or related charges due under the terms of this lease.
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement the day
and year first above written.

LESSOR

LESSEE

CITY OF LUVERNE

By _____

Its City Administrator

By _____

Its _____

Staff Report

File #: 2025-357

Agenda Date: 12/2/2025

Agenda #: D.2.

Hangar Updates/Electric Meters

Staff Report

File #: 2025-355

Agenda Date: 12/2/2025

Agenda #: D.3.

Hangar Lease Compliance

LUVERNE MUNICIPAL AIRPORT
QUENTIN AANENSON FIELD
HANGER LEASE AGREEMENT

THIS AGREEMENT, is entered into this 6th day of July, 2013 by and between the City of Luverne a Municipal Corporation having its office at 305 East Luverne Street, PO Box 659, Luverne, Minnesota 56156, (Phone 507-449-2388) (the "Lessor"), and Glenn R. Thiele, with a mailing address of 200 Maureen Drive, Browden, SD 57005 Phone 605-496-2683 (the "Lessee").
(Lessee must keep a current address and phone number on file with Lessor at all times.)

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- Lease of Hanger. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor Hanger Space referred to as hangar 5, space #3 (the "Leased Premises"), located at the Quentin Aanenson Field, Luverne Municipal Airport, for the purpose of storing/parking the following aircraft (the "Aircraft"):

Aircraft Year & Make	<u>1959 Piper</u>
Aircraft Model	<u>PA-20</u>
Aircraft Registration Number	<u>N30292</u>
- Use of Leased Premises. The primary use of the Leased Premises shall be for storage of Aircraft. Storage of other personal property shall be permitted as secondary use only and only with the written approval of Lessor.
- Term. Subject to earlier termination as provided below in this Agreement, the initial term of this Agreement shall begin on 7-6-13 and end on 7-31-14, provided, however, that such lease shall automatically renew for additional one (1) year periods at the same terms and conditions as were in effect just prior to such extension unless either party shall give notice to the other party of intent to terminate this Agreement at least sixty (60) days prior to the expiration date.
- Termination. Notwithstanding the above, either party may terminate this Agreement at any time by giving three (3) full months notice prior to the rental due date in writing to the other party. No refund of rent will be made after the quarterly payment has been made.
- Fees. Lessee agrees to pay Lessor the sum of \$345⁰⁰ per quarter (3 months). Lessor may adjust the rental fee charged once per year; with the new rate becoming effective on the anniversary date of this Agreement. Lessor shall notify Lessee of the new rental rate at least 75 days prior to the effective date of said rate increase.
- Utilities. Lessee shall pay/reimburse Lessor on a "sub-meter" basis for any electricity used for space heating and Lessee may utilize either interruptible or firm electrical rates Lessee agrees that Lessor shall be required to furnish only a reasonable amount of electricity or other utilities (e.g. water for occasional hanger or airplane washing but only to the point of the existing

Arrival/Departure Building outside faucets) for lighting, short duration preflight heating, and other minimal general uses contemplated for such cold storage airplane hanger purposes. Lessee will promptly reimburse Lessor for any utilities used beyond the amount authorized herein.

7. Right of Access, Ingress and Egress. Lessor shall furnish two access keys to the Leased premises which must be returned upon Lessee's vacating or a new lock may be installed by Lessor at Lessee's expense. Lessor will not duplicate such keys without Lessor's approval. Lessee shall have at all times the right of ingress to and egress from the Leased Premises. Lessor shall make reasonable efforts to keep such areas in accessible condition.
8. Maintenance and Repairs to the Leased Premises (Hanger). Lessor shall be responsible for all ordinary maintenance/repairs to the Leased Premises, including the hanger doors. Lessee shall be responsible for any maintenance/repairs to the Leased Premises necessitated by the negligent acts or omissions of Lessee, its agents, employees, or guests. If Lessor or Lessee fails to promptly maintain/repair the Leased Premises after notice required by this paragraph and without a reasonable objection/explanation, the other party may undertake such repairs as may be minimally necessary to maintain/repair the Leased Premises to a basic usable condition at the expense of the responsible party. In the event that the Leased Premises or Airport runways, taxiways, or access to the Leased Premises becomes substantially unusable or untenable for any period longer than 14 days the parties will if promptly requested by Lessee negotiate in good faith a rental fee adjustment for Leased Premises covering such time as aforementioned areas were unusable.
9. Default. If Lessor defaults in the performance of its duties or obligations as required under the terms of this Agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within 15 days following receipt of Lessee's written notice to remedy said default, in addition to other remedies available at law Lessee may immediately terminate this Agreement with written notice to Lessor.
If Lessee defaults in the performance of its duties or obligations as required under the terms of this Agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within 15 days (3 days for failure to pay rent) following receipt of Lessor's written notice to remedy said default, in addition to other remedies available at law Lessor may immediately terminate this Agreement with written notice to Lessee.
10. Operation of Aircraft. Lessee is responsible for operating Aircraft on the Airport in accordance with applicable Federal and State aviation regulations.
11. Airport Rules and Regulations. Lessee agrees to comply with the Luverne Municipal Airport Rules and Regulations provided the same are reasonable, do not conflict with the provisions of this Agreement, and Lessor provides a copy to Lessee and conspicuously posts a copy in the Arrival/Departure Building.
12. Surrender and Possession. On the expiration or other termination of this Agreement, Lessee's right to use of the Leased Premises shall cease and Lessee shall promptly vacate the Leased Premises. Except as otherwise provided in this Agreement, all fixtures, improvements, equipment, and other property bought, installed, erected, or placed in the Leased Premises by Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment, and other property prior to the expiration or termination of this Agreement, however, Lessee shall be responsible for any damage caused by such removal to the original Leased Premises condition prior to such fixtures, improvements, equipment and other

property being installed. Title to fixtures, improvements, equipment, and other such property shall upon the expiration or termination of this Agreement, shall vest in Lessor. Lessor may charge Lessee for the reasonable cost of cleaning and /or removing any garbage, debris, parts, or other similar personal property left behind by Lessee.

13. Liability and Indemnification. Lessor and Lessee shall mutually defend and indemnify each other for claims brought or actions filed against the one party or any of its officers, employees, guests, or agents for property damage, bodily injury, or death to third persons arising out of the negligent acts of the other party.
14. Insurance. Before operating or permitting any aircraft to be operated from the Leased Premises, Lessee agrees to obtain and maintain in effect aircraft liability insurance in the form and in at least the amount required by Minn. Stat. Sec. 360.59, Subd. 10, as amended. Lessee shall also provide the Lessor with a certificate of insurance evidencing such coverage and Lessee renter's liability insurance and shall name Lessor as an Additional Insured on said coverages. Lessor does not cover airplanes or contents on Lessor's Insurance. Renters are strongly encouraged to carry insurance on their personal property.
15. Inspection. Lessor may at any reasonable time enter and inspect the Leased Premises for the purposes of ensuring Lessee's compliance with the obligations under this Agreement. Lessor agrees to notify Lessee of any such inspection and/or entry. Lessor will be held responsible for any theft or damages to Lessee's property should Lessor fail to properly lock the doors of the Leased Premises upon completion of the inspection.
16. Maintenance of Aircraft. Pursuant to FAA Order 5190.6A, Airport Compliance Requirements, Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the Airport facilities by others. Lessee will dispose of used oil only in approved receptacles designated by the Airport Manager. At no time shall the Lessee's aircraft engines be started within the Leased Premises.
17. Storage of Hazardous Materials. Hazardous material, as defined by the State of Minnesota MPCA, shall not be stored in/on the Leased Premises, unless they are stored in accordance with the State of Minnesota MPCA rules and regulations and applicable fire codes.
18. Taxes. Lessor shall pay any and all taxes or special assessments that may be levied or assessed against the Leased Premises.
19. Assignment and Subletting. This Agreement may not be transferred or assigned with out written authorization signed by Lessor and Lessee, Lessee may not sublet the Leased Premises without the written consent of the Lessor and such consent shall not be unreasonably withheld.
20. Notice. All notices that are requested, required, or authorized under this Agreement shall be in writing and sent by first class mail to the address for that party as stated in the beginning of this Agreement. The next mail delivery day after the date on which any such notice is mailed shall be deemed the date such notice was received by the addressee. Should either party change addresses or contact telephone numbers, that party shall notify the other party within 30 days after such change.

21. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Minnesota and under the jurisdiction of Minnesota courts.
22. Waiver. Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of the provision or any other provision.
23. Severability. The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions thereof.
24. Paragraph Headings. The headings to the paragraphs to this Agreement are solely for convenience and may not have substantive effect on the Agreement nor are they intended to aid in the interpretation of this Agreement.
25. Subordination of Agreement. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America and/or the State of Minnesota relative to the operation or maintenance of the Airport as a public airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal and/or State funds for development of the Airport.
26. Attorney's fees, Collection Costs. Lessor shall be entitled to recover from Lessee any costs and charges including but not limited to reasonable attorney's fees, collection fees costs, court and service costs, and returned check fees, that may be expended by Lessor in the collection of any rents or related charges due under the terms of this lease.
27. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.


IN WITNESS WHEREFORE, the parties hereto have executed this Agreement the day and year first above written.

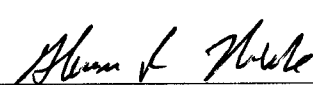
LESSOR

CITY OF LUVERNE

By 
Its City Administrator

LESSEE



By 
Its _____

Staff Report

File #: 2025-356

Agenda Date: 12/2/2025

Agenda #: F.1.

New Construction 5-Unit T-Hangar

Staff Report

File #: 2025-358

Agenda Date: 12/2/2025

Agenda #: F.2.

Airport Layout Plan

Staff Report

File #: 2025-359

Agenda Date: 12/2/2025

Agenda #: G.1.

2026 Bi-Monthly Meetings

- February 3
- April 7
- June 2
- August 4
- October 6
- December 1