

Special Airport Board Meeting

Tuesday, July 28, 2026

3:00 PM

Main Conference Room, City Hall

101 W. 5th Street

Spencer, Iowa

1. Roll Call

Norris, Veit, Peterson, Steffan, Schoorman

2. New Business

A. Approve Change Order #1 for 2025 8-Plex Nested T-Hangar Project to Modify Walk Doors

B. 8-Plex Nest T-Hangar Lease Discussion and Action

3. Adjourn

**AIRPORT HANGAR LEASE
SPENCER MUNICIPAL AIRPORT
T-HANGAR NOS. 36 and 43**

THIS AGREEMENT, made and entered into in duplicate as of the date last written below, by and between Airport Board of Trustees of the City of Spencer, Iowa (hereafter, "LESSOR"), and _____ (hereafter, "LESSEE"),

WITNESSETH:

WHEREAS the City of Spencer, Iowa owns and the Airport Board of Trustees oversees the Spencer Municipal Airport located in Spencer, Iowa (hereafter, "Airport"), pursuant to the provisions of Chapter 330, Code of Iowa, and other laws, in conjunction with which Lessor makes disposition of T-hangars (hereafter, "hangars") located at the Airport; and

WHEREAS Lessor desires to lease hangars to the owners of airworthy aircraft in promotion of general and commercial aviation; and

WHEREAS Lessee is the owner of record with the Federal Aviation Administration of an airworthy aircraft (hereafter, the "aircraft"), which Lessee desires to hangar upon Airport, said aircraft being described as follows:

Owner:	_____
Make:	_____
Model:	_____
Serial No.:	_____
"N" Number:	_____

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between Lessor and Lessee as follows:

1. **Premises.** Lessor hereby leases to Lessee Hangar No. _____ (hereafter, "said hangar" or the "leased premises"), upon the terms and conditions set forth herein.

Lessee shall have sole and absolute control of the leased space and of the accesses, exits, and entries thereto, subject only to the right of the City to enter the premises for purpose of inspection, repair or maintenance of the hangar property or in an emergency.

In addition, the Lessee shall have the joint right, in common with other Lessees of Airport facilities and with the general public, to use ramps, parking areas, driveways and sidewalks adjacent to the leased property.

2. **Term.** The term of this lease shall be one month, commencing on the ____ day of _____, 20____ and continuing from month to month thereafter until terminated as provided herein. Rent shall be pro-rated in the event the initial possession date is less than a full month period.

3. **Rent.** Lessee shall pay to Lessor base rent in the amount of \$350.00 per month, subject to an annual percentage increase as provided hereafter, payable on the first day of each month. The base rent shall be increased annually at a rate of five percent (5%), effective the first day of January of each year during the term of this lease. This lease shall be regarded as amended to recite all rent increases implemented pursuant to the foregoing provision.

4. **Registration.** Lessee shall at all times during the term hereof maintain on file at the office of Lessor's Airport Manager a copy of the current aircraft registration certificate showing title of said aircraft in Lessee. In the event title in said aircraft is transferred, Lessee shall immediately notify Lessor with regard thereto and Lessee shall immediately vacate the leased premises and this lease shall terminate without further notice, provided, however, the lease may remain in force, at Lessor's option, for a period not to exceed 60 days thereafter in the event Lessee certifies to Lessor that Lessee is acquiring within such period a replacement aircraft that otherwise meets the requirements hereof.

5. **Active Aircraft Requirement.** Lessee agrees that the leased premises is reserved exclusively for the storage of active, airworthy aircraft. To maintain lease eligibility, Lessee must demonstrate that the aircraft stored within the premises has completed at least one (1) logged flight or maintained a current airworthiness certificate and completed a valid annual inspection within each consecutive 12-month period. Failure to meet this requirement, absent prior written approval from the Lessor for active maintenance or restoration, shall constitute a default under this lease and may result in lease termination.

6. **Assignment/Sublease.** Lessee shall not assign this lease or sublet said hangar or any portion thereof, to any third party without the express written consent of Lessor. Any assignment or sublease, not approved by Lessor, shall not terminate Lessee's obligations to perform the terms and provisions of this agreement.

7. **Use and Storage.** The leased premises shall be used solely for the storage of airworthy aircraft. No commercial activity of any kind whatsoever shall be conducted by Lessee in, on, from or around the leased premises, nor shall Lessee undertake service for profit in connection with said aircraft, unless Lessee has entered into an agreement with Lessor for the conduct of a commercial operation on the airport.

Lessee may use the leased premises for the storage of items directly related to the operation, maintenance, and servicing of the designated aircraft, including tools, equipment, and necessary supplies. Incidental long-term storage of non-aircraft-related items is permitted, provided such items are non-hazardous, do not create a safety hazard, and do not interfere with the primary aeronautical purpose of the Premises. Under no circumstances shall the leased premises be used for residential lodging or temporary habitation.

Fuel shall not be stored in the hangar, except in the aircraft tanks. Lubricants may be stored in the hangar.

8. **Non-Liability for Property Damage.** Lessor shall not be liable to Lessee for any damage to said aircraft, the contents thereof and other property located on the leased premises by

any cause whatsoever, including, but not limited to, damage caused by reason of fire, water, wind or other natural causes.

Lessee acknowledges and agrees that it occupies and uses the leased premises at its sole risk, and Lessor, including its elected officials, officers, employees, agents, and representatives, shall not be liable to Lessee, its guests or invitees for any loss, theft, damage or destruction of any aircraft, contents, equipment or personal property located in, on or about the leased premises or Airport property, resulting from any cause whatsoever, including, but not limited to, without limitation, fire, water, wind, natural disasters, utility disruptions, structural failure, theft, vandalism or the active or passive negligence of Lessor or its agents, to the maximum extent permitted by law. Furthermore, Lessee hereby waives all claims and rights of recovery against Lessor for any property loss covered by insurance and agrees to maintain a waiver of subrogation in favor of Lessor on all applicable hull and property insurance policies.

9. Acceptance of Premises, Parking, Security, Damage, Alteration. Lessee accepts the leased premises in its current condition. Lessee shall not park Lessee's private car on any of the concrete areas around the leased premises and shall not block or otherwise interfere with hangar spaced leased by any other person or entity. Lessee shall close the door to said hangar and secure the gust lock whenever aircraft is removed therefrom for any length of time. Lessee shall be responsible and liable for all damage to said hangar caused by Lessee's use thereof by Lessee, Lessee's agents, invitees and guests, including, but not limited to, bent or broken interior walls and doors damaged due to Lessee's improper or negligent operation. Lessee shall make no changes in said Hangar structure or design or make any other changes to the leased premises without written permission from Lessor.

10. Maintenance of Premises. Lessee shall maintain the leased premises in a neat and orderly condition. Lessee agrees to commit no waste on the leased premises and further agrees that no waste material, rags or refuse of any kind or character will be allowed to accumulate in or about the the leased premises, and, further, to return the leased premises to Lessor in same condition as at commencement of the Lease, reasonable and natural wear and tear only excepted.

11. Observance of Law. Lessee agrees to observe and obey all present and future statutes, rules, regulations, ordinances and orders of the Federal Government, State of Iowa, and City of Spencer, its Airport Board of Trustees, and the Airport Manager pertaining to the leased premises.

12. Lien. The City shall have a lien against all stored property to secure the payment of storage charges and expenses pursuant to Chapter 578A of the Iowa Code.

13. Additional Prohibitions. Lessee shall not conduct maintenance of any type upon aircraft or other devices or machinery within the leased premises in violation of any applicable federal, state or local fire codes. Lessee shall not operate any open flame aircraft heaters, other heaters, torches or any other open flame device within the leased premises.

14. Right of Entry. Lessor and the City of Spencer, Iowa shall have the right to enter upon and inspect the leased premises at any time during the term hereof for any purpose

necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions.

15. Reservation of Rights. Lessor reserves the right (but shall not be obligated to Lessee), to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

16. Time of Emergency. During time of war or national emergency, Lessor shall have the right to enter into an agreement with 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 instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended. Such suspension shall not be considered a breach of this lease agreement.

17. Subordination. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States relative to the maintenance, operation or development of the Airport.

18. Non-Interference. 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.

19. Indemnification, Hold Harmless and Release of Liability. Lessee shall protect, defend, indemnify and hold Lessor, the Airport Board of Trustees, the City of Spencer, Iowa, their employees, agents and representatives completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of every nature whatsoever arising out of or incident to this lease agreement and/or the use or occupancy of the premises referred to or described herein or the acts or omissions of Lessee's officers, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of Lessor. Lessee shall give Lessor reasonable notice of any such claims or actions. Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations hereunder. The provisions of this Paragraph shall survive the expiration or early termination of this lease agreement.

Lessee hereby releases and agrees to hold harmless the city, its agents or employees from any loss with regard to any claim, damage or expense, including attorney fees and litigation costs, arising from any damage, injury, loss or conversion of the Lessee's stored property or Lessee's personal injuries arising out of activities under this agreement except in the case of gross negligence, recklessness or intentional misconduct of the city, its agents or employees.

THE FOREGOING PROVISIONS CONSTITUTE A RELEASE OF CLAIMS WHICH THE OWNER MIGHT OTHERWISE HAVE AGAINST THE CITY OF SPENCER AND AN AGREEMENT TO HOLD THE CITY HARMLESS FROM CERTAIN LOSSES. READ CAREFULLY BEFORE SIGNING.

20. **Insurance.** Lessee shall purchase and maintain at all times comprehensive public liability insurance for claims for bodily injury, death and property damage allegedly caused by or resulting from Lessee's activities or operations at the Airport, including as described herein, in an amount not less than one million dollars (\$1,000,000.00) per occurrence. The policy therefore shall name Lessor and City of Spencer, Iowa, and their employees as additional insureds, and shall include a 30-day written cancellation notice provision. Certificate of required insurance coverages shall be delivered to Lessor. Should Lessee fail to maintain such required insurance, this lease is subject to immediate termination by Lessor without notice to Lessee.

21. **Termination.** Either party may cancel and terminate this lease upon thirty (30) days' notice in writing to the other party, except as otherwise provided herein.

22. **Notices.** Lessor's address for purposes of written notices hereunder is 101 W. 5th Street, Spencer, IA 51301. Lessee's address for purposes of written notices hereunder is _____.
Any notice provided for hereunder shall be deemed given and completed upon deposit thereof in a receptacle of the U.S. Post Office, postage prepaid, addressed to the party to whom it is directed at the address of the party as set out in this paragraph.

By execution of this agreement, Lessee acknowledges that he or she has read the foregoing agreement, has been provided with a copy of the agreement, and accepts all of the terms and conditions stated.

Executed this _____ day of _____, 2026.

AIRPORT BOARD OF TRUSTEES
SPENCER MUNICIPAL AIRPORT
SPENCER, IOWA

BY _____
Leading Edge Aviation,
As Agent for the City of Spencer, Iowa and the
Spencer Municipal Airport Board of Trustees

BY _____
Lessee

**AIRPORT HANGAR LEASE
SPENCER MUNICIPAL AIRPORT
T-HANGAR NOS. 37-42**

THIS AGREEMENT, made and entered into in duplicate as of the date last written below, by and between Airport Board of Trustees of the City of Spencer, Iowa (hereafter, "LESSOR"), and _____ (hereafter, "LESSEE"),

WITNESSETH:

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WHEREAS Lessor desires to lease hangars to the owners of airworthy aircraft in promotion of general and commercial aviation; and

WHEREAS Lessee is the owner of record with the Federal Aviation Administration of an airworthy aircraft (hereafter, the "aircraft"), which Lessee desires to hangar upon Airport, said aircraft being described as follows:

Owner:	_____
Make:	_____
Model:	_____
Serial No.:	_____
"N" Number:	_____

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between Lessor and Lessee as follows:

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Lessee shall have sole and absolute control of the leased space and of the accesses, exits, and entries thereto, subject only to the right of the City to enter the premises for purpose of inspection, repair or maintenance of the hangar property or in an emergency.

In addition, the Lessee shall have the joint right, in common with other Lessees of Airport facilities and with the general public, to use ramps, parking areas, driveways and sidewalks adjacent to the leased property.

2. **Term.** The term of this lease shall be one month, commencing on the ____ day of _____, 20____ and continuing from month to month thereafter until terminated as provided herein. Rent shall be pro-rated in the event the initial possession date is less than a full month period.

3. **Rent.** Lessee shall pay to Lessor base rent in the amount of \$250.00 per month, subject to an annual percentage increase as provided hereafter, payable on the first day of each month. The base rent shall be increased annually at a rate of five percent (5%), effective the first day of January of each year during the term of this lease. This lease shall be regarded as amended to recite all rent increases implemented pursuant to the foregoing provision.

4. **Registration.** Lessee shall at all times during the term hereof maintain on file at the office of Lessor's Airport Manager a copy of the current aircraft registration certificate showing title of said aircraft in Lessee. In the event title in said aircraft is transferred, Lessee shall immediately notify Lessor with regard thereto and Lessee shall immediately vacate the leased premises and this lease shall terminate without further notice, provided, however, the lease may remain in force, at Lessor's option, for a period not to exceed 60 days thereafter in the event Lessee certifies to Lessor that Lessee is acquiring within such period a replacement aircraft that otherwise meets the requirements hereof.

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Lessee shall not use the leased premises for storage of any kind, except Lessee may store supplies, tools and equipment related to the maintenance and operation of the aircraft in the leased premises. Long-term storage of items not related to aircraft maintenance and operation shall not be stored in the hangar. Such storage of non-aircraft related items is strictly prohibited. No lodging is permitted in the leased premises.

Fuel shall not be stored in the hangar, except in the aircraft tanks. Lubricants may be stored in the hangar.

8. **Non-Liability for Property Damage.** Lessor shall not be liable to Lessee for any damage to said aircraft, the contents thereof and other property located on the leased premises by

any cause whatsoever, including, but not limited to, damage caused by reason of fire, water, wind or other natural causes.

Lessee acknowledges and agrees that it occupies and uses the leased premises at its sole risk, and Lessor, including its elected officials, officers, employees, agents, and representatives, shall not be liable to Lessee, its guests or invitees for any loss, theft, damage or destruction of any aircraft, contents, equipment or personal property located in, on or about the leased premises or Airport property, resulting from any cause whatsoever, including, but not limited to, without limitation, fire, water, wind, natural disasters, utility disruptions, structural failure, theft, vandalism or the active or passive negligence of Lessor or its agents, to the maximum extent permitted by law. Furthermore, Lessee hereby waives all claims and rights of recovery against Lessor for any property loss covered by insurance and agrees to maintain a waiver of subrogation in favor of Lessor on all applicable hull and property insurance policies.

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Any notice provided for hereunder shall be deemed given and completed upon deposit thereof in a receptacle of the U.S. Post Office, postage prepaid, addressed to the party to whom it is directed at the address of the party as set out in this paragraph.

By execution of this agreement, Lessee acknowledges that he or she has read the foregoing agreement, has been provided with a copy of the agreement, and accepts all of the terms and conditions stated.

Executed this _____ day of _____, 2026.

AIRPORT BOARD OF TRUSTEES
SPENCER MUNICIPAL AIRPORT
SPENCER, IOWA

BY _____
Leading Edge Aviation,
As Agent for the City of Spencer, Iowa and the
Spencer Municipal Airport Board of Trustees

BY _____
Lessee