City of Mora, MN AIRPORT BOARD Meeting Minutes

May 11, 2021

Present:

Jody Anderson, Karla Kastenbauer, Stefan Salmonson and Nick Stafford

Absent:

Ryan Martens

Staff Present:

Joe Kohlgraf and Beth Thorp

Others Present:

None

1. Call to Order. Stafford called the meeting to order at 5:04 pm.

2. Roll Call.

Anderson – Present Kastenbauer – Present Martens – Absent (excused) Salmonson – Present Stafford – Present

- 3. <u>Adopt Agenda.</u> Motion by Kastenbauer, second by Anderson to adopt the May 11, 2021 meeting agenda as presented. All present voted aye, motion carried.
- 4. <u>Minutes.</u> Motion by Anderson, second by Kastenbauer to approve the April 13, 2021 meeting minutes as presented. All present voted aye, motion carried.
- 5. Hangar Land Lease Agreement. The board continued its review, which began at the January 12, 2021 meeting, of the hangar land lease agreement approved by the City Council in August 2020. Thorp reminded the board that they finalized a draft hangar land lease agreement at its April 13th meeting and that the board motioned to present the draft agreement to the City Council for consideration following review by city administration and the City Attorney. Thorp stated that review by city administration and the City Attorney was completed and she presented those comments to the board for review, adding that the board could either present the draft agreement to the City Council as previously discussed or the board could make further changes based on the comments received. The board discussed the comments received from city administration and the City Attorney. Thorp highlighted the statement that the city's legal team and administration could not professionally recommend approval of an agreement that could negatively impact the city now or into the future. Stafford questioned why the city believed hangar owners were subletting hangar space for storage of boats and campers and profiting off city property, adding that he felt it was his right as a hangar owner to store his personal camper inside his hangar. Stafford went on to explain that he did not support hangars being rented out to third parties for storage of boats and campers but believed that he should be able to rent space to third parties for storage of aircraft. Anderson commented that she believed the concern was storage of non-aviation items; Stafford believed the comment was aimed at hangar owners not being able to store their personal non-aviation items. Board members discussed the difference between subleasing and renting space, suggesting that definitions should be provided to create an understanding of the terms used within the agreement. Stafford stated that he believed the city was trying to require that he use any excess hangar space for storage of airplanes - his own airplanes or those owned by others - rather than storage of his personal

belongings. Anderson countered that the city's concern was keeping the hangars from becoming storage facilities for non-aviation items. Board members agreed that they did not want to see nonairplane owners owning hangars for the sole purpose of storing non-aviation items; Stafford added that hangar owners should be allowed to store non-aviation items in addition to their airplanes. Board members again discussed the distinction between the terms subleasing and renting, generally agreeing that hangar owners should not be allowed to sublease a hangar or profit from storing third-party non-aviation items (renting out space). Board members again questioned the city's interest in what items were stored in privately owned hangars and why the need to dictate what was stored. Stafford commented that he believed definitions were needed in the agreement for the terms subletting and renting, explaining that he believed that subletting / subleasing implied use of the entire hangar by a person other than the hangar owner / lessee and that renting implied use of a portion of the hangar by a person other than the hangar owner / lessee. Anderson, having researched the terms lease and rent on the internet, stated that leases generally lasted for 12 months while rental agreements generally lasted for 30 days, adding that lessees were generally responsible for maintenance and property owners / landlords were generally responsible for maintenance of rental properties. Thorp directed the board's attention to Section 16 of the draft agreement which discussed Transferring, Selling and Subletting, explaining that the draft agreement allowed hangar owners to "sublet" excess hangar space and that the term "sublet" was being used to imply "renting" space. Thorp suggested that the terms included in the draft agreement were creating confusion. Anderson, having reviewed Section 16, believed the draft agreement allowed hangar owners to use their hangars for the majority purpose of storing aviation-related items and to rent excess space to others for the majority purpose of storing aviation-related items, which she believed aligned with what Stafford supported. The discussion transitioned to the comment received regarding insurance. Anderson commented that the suggestion to require that hangar owners have an umbrella policy addressed the board's concern with requiring a policy with a specific dollar amount. Stafford commented that he agreed that hangar owners should be required to have insurance policies for their hangars and restated that his primary concern with the lease was making sure that hangar owners had the right to rent excess space to third parties for the storage of aircraft. Salmonson questioned what the city was wanting to be insured – items within hangars or hangar coverage in general. Board members briefly discussed insurance coverage, generally supporting the requirement to protect the city. Thorp stated that if the board wanted to make any further changes to the draft hangar land lease agreement, the board should be specific in how they wanted it to read; or, the board could present the draft as it was approved at the April 13th meeting. Salmonson commented that the agreement wording provided for some flexibility and it came down to trust between the hangar owners and the person enforcing the lease agreement, adding that he believed the current Airport Manager would enforce the agreement with common sense. Thorp reminded Salmonson and the board that they needed to be comfortable with the wording used in the agreement because the agreement may not always be enforced by the current Airport Manager. Anderson suggested, to address the board's concerns, that the draft agreement be further changed to prohibit subleasing without city approval of the subleasee and to prohibit the rental of excess hangar space to third parties unless for aircraft; Salmonson, building on Anderson's suggestion, suggested prohibiting for-profit rentals to third parties other than for aviation-related items. Stafford expressed support for limiting rental space to aviation-related items with the understanding that hangar owners could store their personal non-aviation related items and with the understanding that it would protect the airport. Board members again reviewed comments provided by city administration and the City Attorney in an attempt to understand their meaning, questioning if the city was attempting to ensure that city-owned hangars were fully leased prior to allowing any privately owned hangars to be rented to third parties. After a brief discussion by the

board about use of hangars and insurance, Thorp requested that Anderson assist by incorporating her and the board's suggestions into the draft agreement to ensure that the changes were made accurately; the consensus of the board was agreement to allow Anderson to modify the draft agreement, with Thorp, on the board's behalf. Thorp explained that the draft agreement would not be reviewed by the City Council before its June 15th meeting, allowing the Airport Board to review the modified draft agreement at its June 11th meeting.

2021 Fly-In. Anderson shared with fellow board members a sample key chain that could be produced by her business, P-D's Embroidery, as a promotional item for the 2021 fly-in, noting that they would cost \$0.79 each with a minimum order of 100 pieces. Salmonson questioned how the key chains would be distributed at the event, asking if they would be given out to pilots-in-command (PICs) or sold to event attendees. Stafford asked if PICs would receive a free breakfast as they did in past years; Thorp stated that Martens typically coordinated details of the breakfast with the Mora Lions Club. Stafford suggested that if the key chains were given to PICs, the key chain could serve as an indicator that they were eligible for a free breakfast. Board members discussed color and engraving options for the key chains, suggesting that they could be ordered / used in future years and modified slightly each year. Salmonson stated that his business, PROtective Services, Inc., would cover the cost of the key chains as a donation to the event. Salmonson added that he would work out the ordering details with Anderson. Thorp stated that she had submitted donation requests to five organizations and reported that Spire Credit Union approved a donation request of \$300. The board expressed interest in purchasing foam airplanes for youth as was done in past years. Salmonson stated that he planned to put a coin-operated helicopter ride in his hangar, suggesting that it could be available during the event if there was a volunteer present to oversee its use.

7. Reports.

- a. <u>Airport Awareness.</u> Salmonson suggested using Facebook trivia contests to promote the airport, possibly awarding free airplane rides to winners. Anderson expressed appreciation for staff's Facebook post from May 11th which provided information about the naming of runways.
- b. <u>2021 Taxilane Rehabilitation and Wind Cone Project.</u> Thorp provided the board with a project update from Lindsay Reidt of SEH, sharing that the project was bid on April 28th with the low bidder being Douglas Kerr Underground and the City Council would consider awarding the project at its May 18th meeting. Thorp also offered information about funding and anticipated schedule.

Secretar

8. <u>Adjournment.</u> Motion by Kastenbauer, second by Salmonson to adjourn the meeting. All present voted aye and the meeting adjourned at 6:00 pm.

Nick Stafford, Chair