

**AIRPORT COMMISSION
PAYNESVILLE CITY HALL
FEBRUARY 24, 2010
5:00 P.M.**

AGENDA

- I. CALL TO ORDER
- II. CONSENT AGENDA
 - A. Minutes (page 1)
- III. NEW BUSINESS
 - A. March Meeting (page 4)
 - B. Discuss Plaque for New Hangar
- IV. OLD BUSINESS
 - A. Election of Officers/Terms (page 5)
 - B. Hangar
 - 1. Insulating of City Hangars (page 6)
The Building Inspector will draft a standard sheet code for \$100.00.
 - C. 2010 Fly-In
 - D. Minnesota Airports Conference (page 16)
 - E. Land Reimbursement Letter (page 18)
 - F. Rental of Storage Unit – going rate it \$60.00 - \$75.00 for a single stall.
 - G. Overhang on North Side of Old Hangar
- V. INFORMATIONAL
- VI. ADJOURN

Please contact Ron Mergen at 320-243-3714 ext. 230 or at ron@paynesvillemn.com if you can't attend the meeting.

Members: Troy Caldwell, Gene Beavers, Steve Whitcomb, Steve Brown & Bert Stanley.
Advisory Members: Ron Mergen, Renee Eckerly, and Chuck DeWolf.

This agenda has been prepared to provide information regarding an upcoming meeting of the Paynesville Airport Commission. This document does not claim to be complete and is subject to change.

BARRIER FREE: All Paynesville Airport Commission meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact City Hall 320-243-3714 early so that necessary arrangements can be made.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Airport Commission

Committee/Council Meeting Date: February 24, 2010

Agenda Section: Consent

Originating Department:

Item Number: II - A

ITEM DESCRIPTION: Minutes

Prepared by: Staff

COMMENTS:

Please review the attached minutes from the January 27, 2010 Airport Commission meeting.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

A motion to approve minutes from the January 27, 2010 Airport Commission meeting.

**MINUTES
AIRPORT COMMISSION**

JANAURY 27, 2010

Steve Whitcomb called the meeting to order at 5:00 p.m. Members present were Troy Caldwell, Gene Beavers, and Steve Brown. Also present were Ron Mergen, Public Works Director; Chuck DeWolf, Bolton & Menk, Inc.; and Tim Mahoney.

Motion was made by Beavers to approve the minutes of the October 28, 2009 Airport Commission Meeting. Seconded by Caldwell and unanimously carried.

ELECTION OF OFFICERS

This was tabled until the February meeting.

MEETING SCHEDULE

Motion was made by Beavers to set the Airport Commission meetings for the fourth Wednesday of each month at 5:00 p.m. Seconded by Caldwell and unanimously carried.

AIRPORT CONFERENCE

Beavers and Whitcomb expressed interest in attending the conference. This will be put back on the next agenda.

LAND REIMBURSEMENT LETTER

A letter from Christopher Roy in reference to the airport land which MnDOT Traffic acquired to construct Hwy. 23 was presented. The City had requested to keep these funds and utilize them for future airport improvements, but MnDOT's response is that the Commissioner of Transportation does not have the authority to waive the requirement for this repayment. The committee discussed this and asked for more information before a recommendation is made:

1. What was the original purchase price?
2. What does the contract read; members discussed paying back what was paid for it, not the increased value.
3. If the Commissioner of Transportation does not have the authority to make a decision, who does?

2009 TEE HANGAR

It was noted the hangar is complete and occupied. The only outstanding issue is with the belts on the door openers.

RENTAL OF STORAGE UNIT

Members discussed what rental rates are on other rental units in town. The Commission also discussed that the rental would be required to be aviation related.

INSOLATING HANGAR UNITS

It was reported that the City had a request to insulate a hangar unit. Mahoney commented that this has been done in St. Cloud with the stipulation that it must be completed according to the state building, electrical, and fire codes. Also, when the tenant leaves the improvements become the property of the City.

2010 FLY IN

The 2010 Fly In was briefly discussed noting a meeting with the Lions Club may be needed to determine funding for the event.

There being no further business the meeting was adjourned.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Airport Commission

Committee/Council Meeting Date: February 23, 2010

Agenda Section: New Business

Originating Department:

Item Number: III - A

ITEM DESCRIPTION: March Meeting

Prepared by: Staff

COMMENTS:

The March 24th Council meeting has been changed to Monday, March 22, 2010 due to the legislative session. Discuss if you wish to switch your meeting date also.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to set the March Airport Commission Meeting on_____.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Airport Commission

Committee/Council Meeting Date: February 24, 2010

Agenda Section: Old Business

Originating Department:

Item Number: IV - A

ITEM DESCRIPTION: Election of Officers/Terms

Prepared by: Staff

COMMENTS:

Nominations for Chairperson.

Nominations for Vice-Chair.

Nominations for Secretary.

In 2007 the terms were extended for three years (through 2009), except the City Council appointee.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

A motion to elect _____ as Chair.

A motion to elect _____ as Vice-Chair.

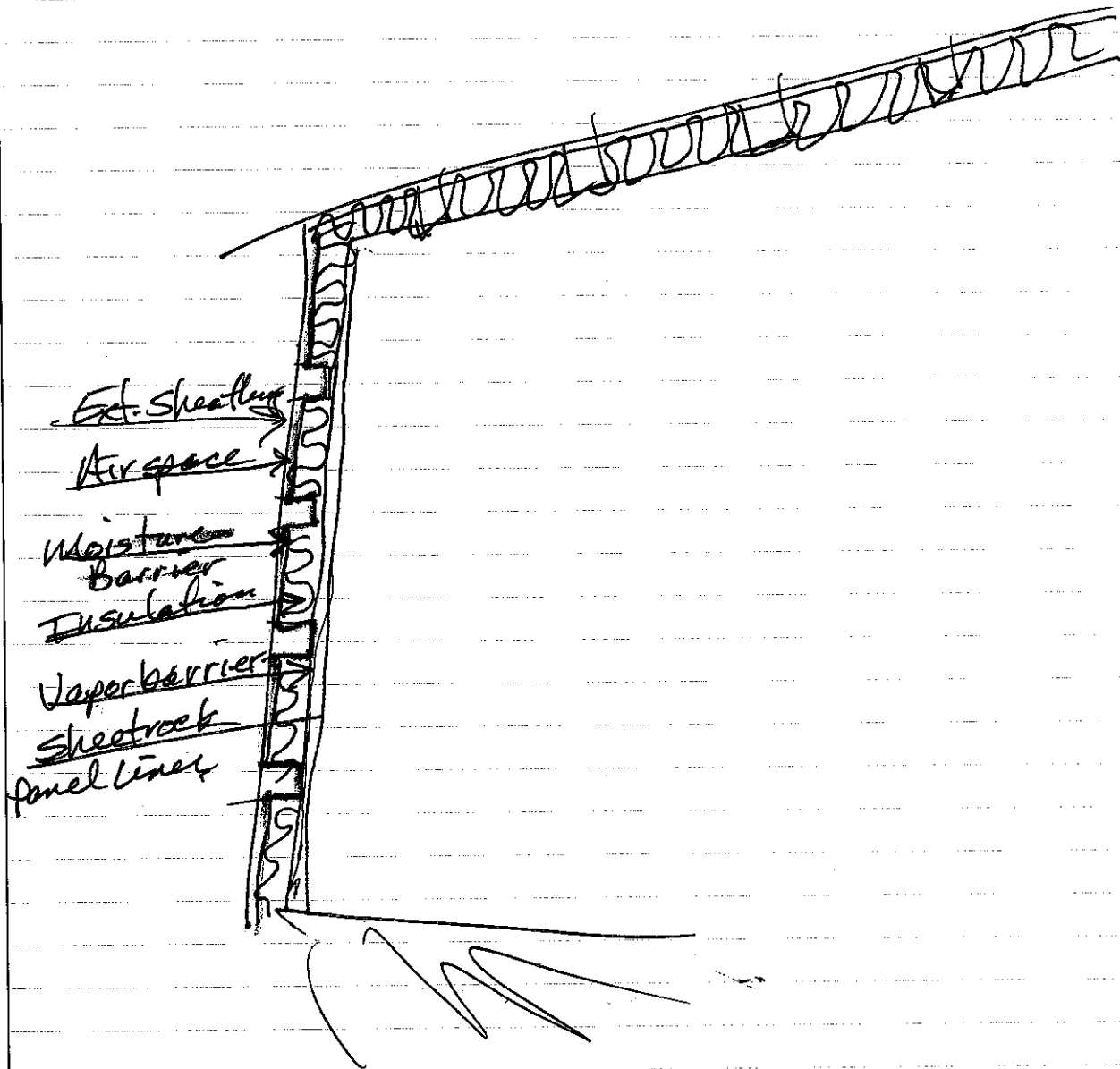
A motion to elect _____ as Secretary.

Motion to set the terms for _____.



Subject: Insulating Existing Hanger Date: _____

Daily Notes



**PAYNESVILLE MUNICIPAL AIRPORT
TEE HANGAR LEASE**

This Agreement made this ____ day of _____, 200__ by
and between the City of Paynesville, a municipal corporation (the "City") and
_____ of _____, the (the
"Tenant");

WHEREAS, the City owns and operates an airport known as the Paynesville
Municipal Airport; and

WHEREAS, the City owns Tee Hangars constructed at the Paynesville
Municipal Airport for purposes of rental to airplane owners for the purpose of
storing their aircraft; and

WHEREAS, the City desires to lease to the Tenant one Tee Hangar for the
purpose of aircraft storage; and

WHEREAS, the Tenant desires to lease one Tee Hangar for the purpose of
storage of an aircraft;

NOW, THEREFORE, in consideration of the rents, covenants and agreements
contained herein, the Tenant does hereby lease from the City and the City does
hereby lease to the Tenant, the premises described below, together with rights
and easements into the airport upon the following terms and conditions:

1) The City leases to the Tenant and the Tenant agrees to lease from the
City a Tee Hangar located at the Paynesville Municipal Airport. This Lease
provides for aircraft storage in a Tee Hangar and minimum electricity for lighting
and miscellaneous use, but no heat or other utilities. This Lease covers Tee
Hangar No. ____.

2) The term of the Lease shall be for a period of two (2) years commencing on the ____ day of _____, 200__. This Lease shall automatically renew as long as the terms of the Lease are not in default and neither the City nor the Tenant gives notice of intent to terminate in writing within the sixty (60) days prior to the two (2) year anniversary of the Lease.

3) Tenant shall pay to the City a rental charge of One Hundred Dollars (\$100.00) per month due and payable on or before the first day of each month in advance. The rent for the final month of the term shall be deposited at the time of the signing of this Lease and shall be security for the Tenant carrying out and completing all of the covenants, conditions and undertakings herein contained, including the payment of all rent due hereunder. Rent is due on the first day of each month. If rent is not paid by the 10th day of the month, it shall be considered late and a late payment fee of \$20.00 shall be assessed. Any payments received after the 10th day of the month and not accompanied by a late fee of \$20.00 may be rejected and returned. If rent is not paid as it comes due, the City may pursue the rights and remedies set forth below.

Rental amounts shall be reviewed and may be adjusted by the City on each two (2) year anniversary of the Lease. Tenant shall be given notice of any increase at least ninety (90) days prior to the two year anniversary of the lease.

4) Any desired alterations to the hangar (i.e., insulation, wiring, lighting, etc.) shall be submitted to the City in writing for approval prior to the undertaking of any such work. Any changes must meet Minnesota Building Code standards. The hangar shall be returned to previous conditions when the Tenant vacates, unless otherwise agreed in writing between the City and the Tenant.

5) No signs or advertising matter shall be erected by the Tenant without prior written consent of the City.

6) The Tenant shall keep the leased premises continually in a neat, clean and respectable condition, garbage and refuse of any kind to be removed at Tenant's expense. The Tenant shall return the leased premises to the same condition as delivered to the Tenant, reasonable wear and tear excepted. The Tenant shall remove any and all fixtures the Tenant has installed upon the leased premises at the termination of the Lease, and restore the premises following such fixture removal to its original condition unless otherwise agreed in writing between the Lessor and the Tenant.

7) The Tenant shall not suffer or permit any waste or nuisance on the leased premises, including specifically, but not exclusively, building materials or anything which interferes with the rights of other Tenants or the City in connection with the use of portions of the Airport not leased to the Tenant hereunder.

8) Tenant shall be responsible to obtain and maintain one fire extinguisher in Tenant's Tee Hangar. The fire extinguisher shall be properly maintained.

9) The Tenant shall have the right to the non-exclusive use in common with others of airport parking areas, appurtenances, improvements thereon; rights of ingress and egress from the leased premises, which rights shall extend to Tenant's employees, guests and patrons; and the rights in common with others authorized to do so, to use common areas of the airport, including runways, taxi ways, aprons, roadways, arrival and departure areas and other conveniences for take-off, flying and landing of aircraft, subject to charges for such use as may be established from time to time by the City.

10) The Tenant shall observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City, and by other proper authority having jurisdiction over the conduct of operations at the airport.

11) The Tenant shall not voluntarily or involuntarily assign, hypothecate or transfer this Lease or any interest therein without the prior written consent of the City. The Tenant shall not sublet the above premises without the prior written consent of the City.

12) The Tenant shall indemnify and agrees to defend and hold harmless the City from and against all claims, costs and expenses including but not limited to attorneys fees, damages and liabilities of any nature whatsoever that may be imposed on, incurred by, or asserted against the City by any person for any act or omission of the Tenant, its agents, employees, subsidiaries, licensees or invitees.

13) Each Tenant shall maintain such casualty and other insurance as the Tenant deems appropriate to protect the Tenant's interests in their personal property and any aircraft or equipment stored within their Tee Hangar.

14) If the Tenant fails to pay rent due hereunder within ten (10) days after the date due, or if the Tenant shall, by act or omission, violate any other terms, covenant or condition of this Lease, and shall fail to correct such violation within thirty (30) days after notice in writing to the Tenant of demand therefore, or if the Tenant shall be declared insolvent or adjudicated bankrupt, or make a general assignment for the benefit of the creditors, or if a receiver or trustee of the Tenant's property shall be appointed by any Court; or if the leased premises shall be abandoned; then and in any such events, the City may, without further notice or demand to the Tenant:

a) Immediately, or at any time thereafter, re-enter the leased premises and take possession thereof without such re-entry working as a forfeiture of rents or other charges to be paid and of the terms, covenants and conditions to be performed by the Tenant for the full term of the Lease, and in the event of such re-entry, the City may proceed for the collection of the rents or other charges to be paid under this Lease or for such other proper measure of damages; or

b) Terminate this Lease by written notice and re-enter the leased premises, and the Tenant covenants in case of such termination to indemnify the City against all loss of rent and expense which the City has suffered or paid by reason of such termination, during the residue of the term.

The City shall have all other rights and remedies, including injunctive relief, ejection, or summary proceedings in unlawful detainer, and any other legal remedies, actions and proceedings. All such rights and remedies are cumulative.

15) The City reserves the right to enter the leased premises at any time for the purpose of making any inspection it deems expedient to proper enforcement of any of the covenants and conditions of this Agreement. The City will make a reasonable effort to contact the Tenant before entering the Tenant's Tee Hangar.

When possible the Tenant shall be allowed to accompany a City representative in entering the leased premises for inspection purposes.

16) Tenant's shall not place any additional locking devices on the service door to the Tenant's Tee Hangar.

17) The use of the premises shall be for the purpose of storage of aircraft. Tenant shall provide proof of an ownership interest in the aircraft stored in the leased space. An ownership interest would include rights in the aircraft through a rental or lease agreement or a share of ownership. Incidental storage of other items owned by the Tenant shall be permitted, provided that the Tenant continue to store an aircraft within the facility. The hangar must not be used for general storage. There shall be no outside storage of any kind. No one shall stay overnight in the hangar facility. Where the aircraft stored in a hangar is owned by multiple parties, all parties with an ownership interest in the aircraft shall sign this Tee Hangar lease.

18) In no case shall any hazardous materials of any type be stored within the leased facilities. There shall be no storage of containers of 100 octane aviation fuel except such fuel within aircraft's fuel tank in the leased facility. In hangars occupied by aircraft which use gasoline other than 100 octane aviation fuel, gasoline may be stored in proper gas cans not to exceed two six gallon containers. No barrels are permitted.

19) The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Tenant, and without interference or hindrance.

20) The City reserves the right, but shall not be obligated to the Tenant to maintain and 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 the Tenant in that regard.

21) The City reserves the right to take any action it considers necessary to protect aerial approaches to the Airport against obstruction, together with the right to protect the Tenant from erecting or permitting to be erected any building or other structure on the Airport which, in the sole opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

22) The waiver by the City of any breach of any term or covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein

23) Tenant shall not conduct commercial operations from the leased premises without the City's written approval.

24) All notices provided by law or by this Lease to be given to the Tenant or to the City must be in writing. Notice to the City shall be directed to the City Administrator of the City of Paynesville at 221 Washburne Avenue, Paynesville, MN 56362. Notice to the Tenant shall be sent to the Tenant at _____ . The City or Tenant may designate a new address by written notice as provided herein. Notice shall be deemed given as of the date such notice is deposited, postage paid in the United States mail.

25) If it shall be in the public interest, the City shall have the power to condemn this Lease even though it is itself a party to the Lease.

26) This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America or the State of Minnesota relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport. This Lease constitutes the sole agreement between the parties. There are no oral or contemporaneous agreements which are not contained herein. This Agreement may not be modified except in writing, signed by the Mayor and the City Administrator on behalf of the City and by the Tenant. The provisions of this Lease are severable. The invalidity of a particular term shall not affect the validity of any other term.

27) The Tenant, for itself, its personal representatives, successors or assigns, does hereby covenant and agree that:

a) No person on the grounds of race, color or national origin shall be excluded from the right to use the above-described premises if the Tenant shall decide to sublet any portion of the premises;

b) That in the construction of any improvements on, over or under the above-described premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of or otherwise subjected to discrimination; and

c) That the Tenant shall use the premises in compliance with the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, and all regulations of the Minnesota Department of Transportation, Office of Aeronautics, and in compliance with the Civil Rights Act of 1964.

28) Hangar doors shall be kept closed and locked and all lights shall be turned off except when the facilities are being used. Vehicles must be parked so as not to interfere with aircraft or snow removal operations.

29) Snow removal and maintenance of ground surrounding the Tee Hangars will be the responsibility of the City. Snow will be removed at a distance from the hangar door which can be safely accomplished without incurring damage to the hangar or the snow removal equipment. Snow removal operations will be accomplished in accordance with priorities set forth by the City of Paynesville snowplowing policy. Removal of any snow or ice remaining after plowing operation ceases is the responsibility of the Tenant.

CITY OF PAYNESVILLE:

TENANT:

By: _____
Jeff Thompson, Mayor

By: _____

By: _____
Renee Eckerly, City Administrator

Contact Us:

Officers

Chairman
Harold (Van) VanLecuwen
 Bemidji Regional Airport
 4015 Moberg Drive NW
 Bemidji, MN 56601
 (218) 444-2438

Vice Chairman

Joe Harris
 MAC
 6040 - 28th Ave South
 Minneapolis, MN 55450
 (763) 717-0001

Secretary-Treasurer

Kevin Baker
 Mankato Municipal Airport
 3030 Airport Road North
 Mankato, MN 56001
 (507) 345-3171

Directors

Dave Beaver
 Owatonna Regional Airport
 3400 Frontage Road
 Owatonna, MN 55060
 (507) 444-2448

Glenn Burke
 South St. Paul Airport/
 Fleming Field
 1725 Henry Ave
 South St. Paul, MN 55075
 (651) 554-3350

Kurt Clausen
 Rochester Intl Airport
 7701 Helgeson Drive SW
 Rochester, MN 55902
 (507) 282-2328

Mark Hagen
 Detroit Lakes Municipal Airport
 PO Box 1034
 Detroit Lakes, MN 56502
 (218) 847-6648

Dave Koushok
 Park Rapids Airport Comm
 212 West 2nd Street
 Park Rapids, MN 56470
 (218) 732-3454

Matt Romanik
 Grand Rapids - Itasca
 County Airport
 1500 - 7th Ave SE
 Grand Rapids, MN 55744
 (218) 326-0893

Brian Ryks
 Duluth Intl Airport
 4701 Grinden Drive
 Duluth, MN 55811
 (218) 727-2968

Bill Towle
 St. Cloud Regional Airport
 1550 - 45th Ave SE Suite 1
 St. Cloud, MN 56304
 (320) 255-7292

Directors At Large

Shaun Germolus
 Range Regional Airport
 11038 Hwy 37
 Hibbing, MN 55746
 (218) 262-3452

Steve Leque
 Rochester Intl Airport
 7701 Helgeson Drive SW
 Rochester, MN 55902
 (507) 282-2328

John Young
 Hawley Municipal Airport
 PO Box 752
 Hawley, MN 56549
 (218) 299-7314

Directors Emeritus

Rollie Green
 Ely Airport Comm
 1005 South 1st Ave East
 Ely, MN 55731
 (218) 365-3424

Ray Klotowski
 3509 Maxwell Ave
 Duluth, MN 55803
 (218) 343-2417

Mark Hoyne (military leave)

Executive Director Services

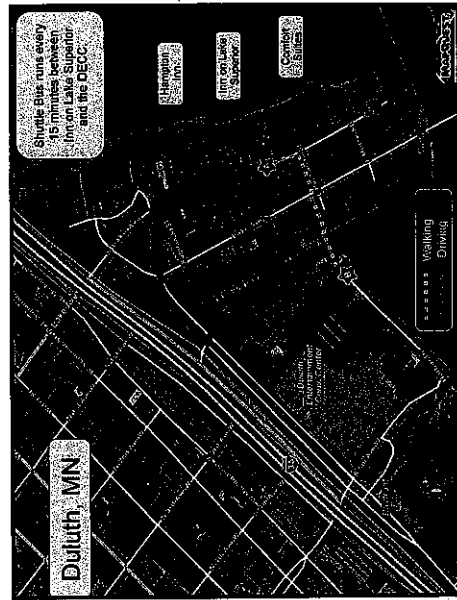
John Puckropp
 GenAvCon
 440 Tyrol Drive North
 Brainerd, MN 56401
 (218) 828-5049

Mn/DOT Advisor

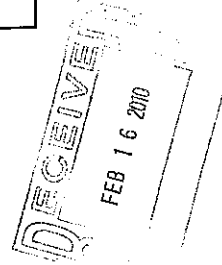
Peter Buchen
 Mn/DOT Aeronautics
 222 East Plato Blvd
 St. Paul, MN 55107
 (651) 234-7242



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Ron Mergen
 City of Paynesville
 221 Washburne Ave
 Paynesville, MN 56362-1697

Minnesota Department of Transportation
 Office of Aeronautics
 222 E. Plato Blvd
 St. Paul, MN 55107-1618



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2010 Minnesota Airports Conference

PROGRAM AGENDA

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Welcome to the 2010 Minnesota Airports Conference. It is brought to you by the Minnesota Council of Airports (MCOA), Minnesota Department of Transportation Office of Aeronautics (Mn/DOT), the Federal Aviation Administration (FAA), and the Metropolitan Airports Commission (MAC). This conference focuses on airport management, operation and maintenance but is open to anyone interested in aviation.

2010 Minnesota Airports Conference

Conference registration is required for all participants. The fee for the conference is \$175 which includes the sessions, lunches, breaks, banquet, hors d'oeuvres, prize drawings and many other features. Additional banquet tickets are \$35 each. Conference registration forms are due by March 26, 2010. The registration fee will increase to \$200 after this date. Please complete the registration form provided on the insert and mail it promptly with your check or money order to the address listed on the form. Make the check payable to the Minnesota Airports Conference.

For more information, please go to our web site at www.dot.state.mn.us/acro.

Hotel Information

The Inn on Lake Superior
350 Canal Park Drive
Duluth, MN 55802
www.innonlakesuperior.com

Hampton Inn Canal Park
310 Canal Park Drive
Duluth, MN 55802
www.hamptoninn.com

Comfort Suites Canal Park
408 Canal Park Drive
Duluth, MN 55802
www.comfortsuites.com

Arrangements have been made with Inn on Lake Superior (218-718-1111), Hampton Inn (218-720-3000) and Comfort Suites (218-727-1278) to book rooms at the rate of \$88. Please make your room reservation prior to March 14, 2010 and ask for the MCOA conference room rate.

Wednesday - April 14, 2010 DECC

- 7:00 - 8:45 Buffet Breakfast (on your own) - Inn on Lake Superior/Hampton Inn/Comfort Suites
- 8:00 - 1:30 Exhibit Display Setup - Harbor Side Ballroom (3rd Level)
- 8:00 - 5:00 Registration - Horizon Room Lobby (2nd Level)
- 9:30 - 11:30 Airport Tour - 148th TFW Campus - Duluth Int'l Airport
- 12:00 - 1:30 Opening Luncheon - Horizon Room (2nd Level)
Welcome: Don Ness, Mayor, City of Duluth
Chris Roy, Director, Mn/DOT Aeronautics
Speaker: Thomas Sorel, Commissioner, Mn/DOT
- 1:45 - 2:45 Session: Mn/DOT Panel - Harbor Side Ballroom (3rd Level)
- 2:45 - 3:45 Session: FAA Panel - Harbor Side Ballroom (3rd Level)
- 4:00 - 4:45 MCOA Annual Meeting - Harbor Side Ballroom (3rd Level)
- 5:00 - 7:00 Exhibit Display Area Open - Harbor Side Ballroom (3rd Level)
- 5:00 - 7:00 Social Hour in Exhibit Area: Cash Bar & Hors d'oeuvres - Harbor Side Ballroom (3rd Level)

Thursday - April 15, 2010 DECC

- 7:00 - 8:45 Buffet Breakfast (on your own) - Inn on Lake Superior/Hampton Inn/Comfort Suites
- 8:00 - 8:45 MCOA Board Breakfast Meeting - Inn on Lake Superior (Eagle Harbor Room)
- 8:00 - 5:00 Registration - Harbor Side Ballroom Lobby (3rd Level)
- 8:00 - 3:30 Exhibit Display Area Open - Harbor Side Ballroom (3rd Level)
- 9:00 - 10:00 Session: ADSB Presentation - Harbor Side Ballroom (3rd Level)
Speaker: Bob Milton (Mn/DOT) & Greg Alberg (HNTB)

- 10:00 - 10:30 Break: Exhibit Display Area - Harbor Side Ballroom (3rd Level)
- 10:30 - 11:30 Session: MAC Update - Harbor Side Ballroom (3rd Level)
Speaker: Jeff Hamiel
- 11:30 - 11:45 Session: AirTAP Update - Harbor Side Ballroom (3rd Level)
- 12:00 - 1:30 Luncheon - Horizon Room (2nd Level)
Speaker: Dan McElroy, Commissioner, DEED
- 1:45 - 2:45 Session: FAA/USDA Update - Harbor Side Ballroom (3rd Level)
Speakers: Dan Millenacker (FAA) & Gary Northenberg (USDA)
- 2:45 - 3:15 Break: Exhibit Display Area - Harbor Side Ballroom (3rd Level)
- 3:15 - 4:15 Session: MBAA Panel - Harbor Side Ballroom (3rd Level)
- 4:15 - 5:15 Session: SMS Presentation - Harbor Side Ballroom (3rd Level)
Speaker: Janese Thatcher (Mn/DOT)
- 5:15 - 6:15 Cash Bar - Horizon Room (2nd Level)
- 6:15 - 8:30 Banquet - Horizon Room (2nd Level)
FAA/Governor's Award
Speaker: Congressman Jim Oberstar (invited)

Friday - April 16, 2010 Inn on Lake Superior

- 7:00 - 8:15 Buffet Breakfast (on your own) - Inn on Lake Superior/Hampton Inn/Comfort Suites
- 8:30 - 9:15 MCOA General Awards - Northern Lights Ballroom
- 9:30 - 10:30 Session: MIT Presentation - Northern Lights Ballroom
Speaker: Bill Swalbar
- 10:30 - 11:15 Session: FAA Regional Perspective - Northern Lights Ballroom
Speaker: Barry Cooper
- 11:15 - 12:00 Wrap Up: Grand Prize Drawing - Northern Lights Ballroom
- 12:00 Hotel Checkout Time

Name _____
Last, First, M.I., please print

Street Address _____

City _____ State _____ Zip _____

Day Phone () _____

E-mail Address _____

Company _____

Title _____

Name to appear on name tag _____

Spouse/Guest Name _____

Aviation Organization _____

Special Needs _____

The registration fee for the conference is \$175 per person. This price includes the sessions, lunches, breaks, banquet, hors d'oeuvres, prize drawings and many other features. Additional banquet tickets are \$35 each.

For airport representatives, conference costs are reimbursable as training under your 2010 Mn/DOT Maintenance Agreement.

Please return this registration form with your check by March 26, 2010. The registration fee will increase to \$200 after this date. Make check or money order payable to: Minnesota Airports Conference.

Mail Registration Form To:
Judy Meyers
Minnesota Airports Conference Registration
Office of Aeronautics
222 East Pharo Blvd. | St. Paul, Minnesota 55107-1618
judy.meyers@state.mn.us | 651-234-7232 | 651-234-7260 fax

Registration Fees:	Amount Paid
Full Conference (\$175, Banquet Incl.)	_____
Additional Banquet Tickets (\$35)	_____

To help us better plan the conference, please mark the appropriate boxes below. Thank you.

I will be attending the following:	Yes	No
Wednesday Lunch	<input type="checkbox"/>	<input type="checkbox"/>
Thursday Lunch	<input type="checkbox"/>	<input type="checkbox"/>
Thursday Banquet	<input type="checkbox"/>	<input type="checkbox"/>

Note:
Breakfast is on your own this year. The Inn on Lake Superior, Hampton Inn and Comfort Suites offer a free breakfast for their guests.



Minnesota Department of Transportation

Office of Aeronautics

Mail Stop 410
222 East Plato Boulevard
Saint Paul, MN 55107-1618

Phone: 651-234-7200

Fax: 651-234-7261

January 26, 2010

Mayor Jeff Thompson
City of Paynesville
320 Augusta Ave
Paynesville MN 56362

Dear Mayor Thompson,

This letter is in response to your letter of September 22, 2009, regarding the Paynesville Airport and the sale of Airport property to the Minnesota Department of Transportation for Highway 23 right-of-way. We have determined that the City of Paynesville must reimburse the Minnesota State Airports Fund for the financial participation, used initially to buy the property for the Paynesville Airport, and recently sold for the State Highway 23 bypass.

Based on the information you provided, the land involved is 8.05 acres. This land was purchased with 60% state funding, in 2002, and subsequently sold to the Minnesota Department of Transportation for the development of the TH 23 bypass. Further, the agreed upon appraised price for the land was \$11,810.56 per acre. This calculates to a total of \$95,075.00. The State portion of 60% amounts to **\$57,045.00**. The city should make payment in this amount to the Commissioner of the Minnesota Department of Transportation.

As you referenced in your letter, Minnesota Statute 360.305 requires the repayment of this state funding, and the Commissioner of Transportation does not have the authority to waive the requirement for this repayment.

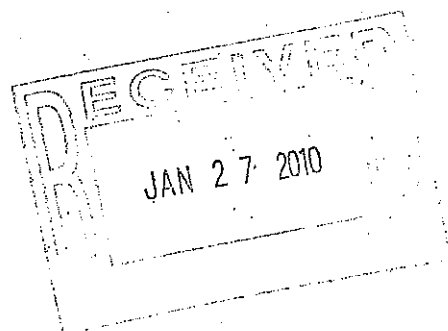
We also understand that the City of Paynesville was paid \$70,200 for severance damages to the Paynesville Airport, resulting from the taking of this airport property. It is our opinion that the State of Minnesota has no claim to these severance damages. However, we encourage you to reinvest the money into your airport.

Thank you for your close attention to this matter, and our office looks forward to assisting the City with further development of the Paynesville Municipal Airport into the future.

Respectfully,

Christopher Roy
Director, Mn/DOT Office of Aeronautics

cc: Renee Eckerly
Igor Lenzner



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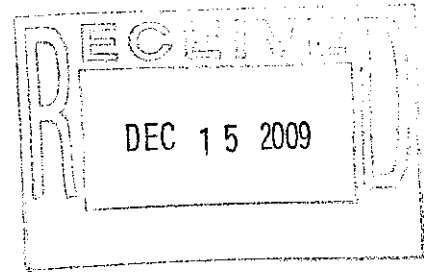
RINKE NOONAN

A T T O R N E Y S A T L A W

SUITE 300, US BANK PLAZA, P. O. BOX 1497
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December 14, 2009

Renee Eckerly
City Administrator
221 Washburne Avenue
Paynesville, MN 56362



**Re: Paynesville Airport
Our File No. 8523.002**

Dear Renee:

This letter is in follow up to our recent telephone conversation.

\$843,600.00 is the total payment for the airport property which you should have received from MnDOT. Based upon information obtained from the City Engineer, Chuck DeWolf, and based upon the property values agreed to with MnDOT, the following is a breakout of the proceeds:

\$678,325.00 of the total payment is for the old airport which includes 26.47 acres of non-platted land, 3.69 acres of platted land, the temporary easement, and \$1,000.00 for access restrictions. Kathy Vesely from the State has indicated that there are no restrictions or repayment to the State for these funds. We also have an old Resolution from 1946, in which the State gave the City approximately \$3,000.00 for development of the airport. This is the extent of the State's involvement in the development of the old airport. Based upon this information, funds paid for the old airport are not restricted to airport use and may be placed in the City's general fund.

\$165,275.00 represents payment for the new airport property which includes \$95,075.00 for the land purchased from the new airport and \$70,200.00 in severance damages to the new airport. At one point during my discussions with the State, they asserted that they were entitled to all or part of the severance damages, but they have not provided a legal basis for this. Furthermore, I believe that if the State has a claim to the severance damages, the State's claim is limited to their proportionate investment in the property impacted. However, as of today, we do not have a decision or further information regarding the State's position on the severance damages.

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1. Qualified neutral under Rule 114. 2. A Real Property Law Specialist certified by the Minnesota State Bar Association. 3. Admitted to practice law in Wisconsin.
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Renee Eckerly
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The City's Grant Agreement with the State and State rules provide that the City is to reimburse the State for the State's portion of the investment in the property for the new airport.

As to the property purchased by MnDOT covered by this restriction, the City is required to repay the State 60% of the applicable proceeds. This equates to \$57,045.00 of the \$165,275.00. As to the severance damages of \$70,200.00, the State's portion would be \$42,120.00 (based upon 60%).

So if the State does not allow the City to retain all of the funds paid, the City would need to repay \$99,165.00 using this analysis. **However, since we have not heard back from the State on the City's request to retain the funds, nor have we heard as to the details of their position on the severance damages, the City should set aside, within the City's airport account, \$127,245.00 in case the City is ultimately required to pay the funds to the State.**

Therefore, I would suggest that you deposit \$165,275.00 into the City's airport fund and set aside \$127,245.00 which represents payment for the severance damages in the amount of \$70,200.00 the \$57,045.00 that State has asserted they are entitled to until we hear from the State as you may have to pay all or part of this money to the State. Again, it is unclear as to how the \$70,200.00 in severance damages are contracted to the State.

I hope this answers your questions. We have also requested fully executed copies of all the documents from the MnDOT and will forward them to you upon our receipt.

Sincerely,



Igor S. Lenzner
ISL/cmt

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