



Stevensville Special Town Council Meeting Agenda for MONDAY, NOVEMBER 30, 2020 7:00 PM

The Town of Stevensville live streams Town Council and board meetings on our website at <http://www.townofstevensville.com/meetings>

A webform for real-time public comment submission is available here: [PUBLIC COMMENT](#)

Telephone Login Information:

Dial (253) 215-8782

Meeting ID: 821 6373 0760

Passcode: 116635

Press *9 to raise your hand

1. Call to Order and Roll Call
2. Public Comments (Public comment from citizens on items that are not on the agenda)
3. Correspondance
 - [a.](#) Public Comment, Sue Devlin
 - [b.](#) Public Comment, Sharon Gee
4. Unfinished Business
 - a. Town Council Vacancies in Ward 1 and Ward 2 (Interview 4 candidates)
5. New Business
 - a. Nomination and appointment of a councilmember to fill the Ward 1 vacancy
 - b. Nomination and appointment of a councilmember to fill the Ward 2 vacancy
 - [c.](#) Stevensville Airport Land Lease Lot 6 Block 3
6. Adjournment

Welcome to Stevensville Town Council Chambers

We consider it a privilege to present, and listen to, diverse views.

It is essential that we treat each other with respect.

We expect that participants will:

- ✓ Engage in active listening
- ✓ Make concise statements
- ✓ Observe any applicable time limit

We further expect that participants will refrain from disrespectful displays:

- ✗ Profanity
- ✗ Personal Attacks
- ✗ Signs
- ✗ Heckling and applause

Guidelines for Public Comment

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during any public comment period should come forward to the podium and state their name and address for the record. Comment may be time limited, as determined by the chair, to allow as many people as possible to comment. Comment prior to a decision-making vote must remain on the motion before the council.

Thank you for observing these guidelines.

File Attachments for Item:

a. Public Comment, Sue Devlin

⏪ Reply all ▾ 🗑 Delete 🚫 Junk Block ⋮

[EXTERNAL] Public Comment

ⓘ Flag for follow up.

SD

Sue Devlin <ladyam22@yahoo.com>

Sun 11/22/2020 4:45 PM

To: Jenelle Berthoud

Cc: Brandon E. Dewey



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would like my comments to be read at the town council meeting on November 30th, 2020
I believe that Paul Ludington from Ward 1 and Patrick Shourd from Ward 2 should be
appointed to fill the 2 vacant council seats

My reasoning: both have experience working for the town, Paul as a prior Mayor and Patrick as
a prior council person. They have a vested interest in Stevensville having lived here for an
extended period of time

They're intelligent, thoughtful, knowledgeable about the workings of the Town of Stevensville.
The town needs experienced people to get it back on track and I feel those two men bring that
much needed experience

Susan Devlin

Sent from my iPhone

Reply | Reply all | Forward

File Attachments for Item:

b. Public Comment, Sharon Gee

⏪ Reply all ▾ 🗑 Delete 🚫 Junk Block ⋮

[EXTERNAL] Public Comment to be read at November 30th meeting

ⓘ Flag for follow up.

SG

Sharon G <4sharongee@gmail.com>

Sun 11/22/2020 4:52 PM

To: Jenelle Berthoud

Cc: brandon@stevensville.com

👍 ↶ ⏪ → ⋮

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would like to weigh in on the candidates who have applied for the positions in both Ward one and Ward two.

The resignations of two Council Members has put our town in a tight spot. We do need to get both of these positions filled and get our town government up and running as a team in a relatively short period of time.

While I believe that all applicants are probably well-qualified to fill the positions I believe that we should consider who would be able to hit the ground running.

I believe Patrick Shourd is a great fit for Ward two. He is intelligent, laid-back, willing to listen and he has previous Town Council experience.

Paul Ludington also has a political background and is very smart and we'll-respected in our community and he would be my personal choice to represent Ward 1.

I appreciate the governing body taking the time to read my comments and consider my opinion as a long-time citizen.

Thank you,

Sharon Gee

Sent from my iPhone

Reply | Reply all | Forward

File Attachments for Item:

c. Stevensville Airport Land Lease Lot 6 Block 3

Stevensville Airport Land Lease

This land lease is made and entered into this **10th day of November, 2020**, pursuant to Stevensville Town Resolution (attached as Exhibit A) and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter "Lessor" and **Timothy F. Mead**, hereafter "Lessee" at **4000 Mullan Rd, Suite G337, Missoula, MT 59808**

I. Purpose

1. Lessor agrees to lease to the Lessee **2,500 square feet** of land described as **Lot No. 6, Block 3** (attached as Exhibit B) of the Stevensville Airport, hereafter "Premises" subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall use Premises for general aviation-related purposes such as storing, maintaining, repairing, rebuilding, and inspecting aircraft.

II. Term and Renewal of Lease

3. **Term.** This lease shall be for a twenty (20) year period, beginning upon execution of the agreement and ending on the **9th day of November, 2040** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

III. Payment

5. **Annual Rate.** Lessee agrees to pay Lessor **\$.14 per square foot** annually for **2,500 square feet** in the amount of **\$350.00** beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
 - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Office of the Town Clerk at 206 Buck Street, Stevensville, Montana 59870.

Stevensville Airport Land Lease

6. **Rate Increases.** Lessor, at its discretion may annually increase the rate charged in this lease. Lessor shall give notice to Lessee of any such increase on or before June 1 of any given year, which rate shall be effective on July 1; provided that that no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to all leases at the airport. Failure to give such notice shall prohibit Lessor from increasing the rate for that year.
7. **Infrastructure Fee.** Lessee agrees to a one time infrastructure fee of **\$.65 per square foot** of building size to be paid at the time of the execution of this lease for a total sum of **\$ N/A**.

IV. Terms and Conditions

8. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
9. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
10. **Hangar Construction.** Lessor acknowledges that Lessee will construct hanger on Premises and that the same will conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA.
 - 10.1. **Additional Construction or Modification of Existing Structures.** Lessee may, during the term of this lease, including renewals, erect other buildings and improvements only with Lessor's prior written consent. Lessee further agrees that any such building shall also conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA. Lessee shall not modify any existing structure or land on the lease premises, except as expressly permitted by Lessor in writing.
11. **Maintenance.** Lessee shall keep all buildings and improvements well painted and in good repair and good maintenance. Lessee shall store all trash, debris, and waste matters in metal containers and shall keep the area Lessee may use around such structures in neat and clean appearance.
12. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.

Stevensville Airport Land Lease

13. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
14. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
15. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises and any improvements constructed thereon, provided that such inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.
16. **Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.
17. **Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a ten (10) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
18. **Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
19. **Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine
20. **Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
21. **Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
22. **Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.

Stevensville Airport Land Lease

23. Notice and Service. Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

If notice to the Lessor:	If notice to the Lessee:
Town of Stevensville PO Box 30 206 Buck Street Stevensville, MT 59870	Timothy F. Mead 4000 Mullan Rd Suit G337 Missoula, MT 59808

V. Termination of Lease

24. Termination of Lease. Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.

24.1. Removal of Buildings. Lessee is specifically allowed to remove the steel hangar that Lessee caused to be erected on the premises. Lessee shall not be obligated to remove the concrete foundation upon which the hangar is situated if the foundation is in good repair.

24.2. Damage from Removal. Lessee shall, upon removal of the building, concrete foundation, and other personal property, repair all damages resulting from such removal.

24.3. Time for Removal. Any property not removed by Lessee shall, within thirty (30) days after the expiration or termination of the lease, become a part of the real property and title shall vest in Lessor.

VI. Modification and Completeness

25. Modification. This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.

26. Entire Agreement. This instrument is an integrated agreement (i.e. an integrated contract) that constitutes the final, entire, and complete expression of the agreement of the parties. No prior, subsequent, or additional terms, conditions, or representations are to be considered as part of the contract between the parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof, and the parties intend that no parol or extrinsic evidence shall be admitted to vary or supplement its terms. There are no other subsisting agreements or understandings between the parties, either oral or written, with respect to the subject matter hereof.

Stevensville Airport Land Lease

IN WITNESS WHEREOF, the parties hereto have signed this agreement this ____ day of _____, 20__.

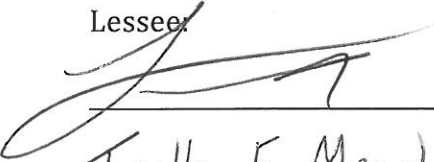
Lessor:
Town of Stevensville

Attest:

By: _____
Mayor

By: _____
Town Clerk

Lessee:



Timothy F. Mead
Print name