



**Stevensville Airport Board Meeting
Agenda for
TUESDAY, NOVEMBER 12, 2019
5:30 PM**

- 1. Call to Order and Roll Call
- 3. Approval of Minutes
 - a. September 10th, 2019 Meeting Minutes
- 3. Correspondence
- 4. Financial Reports
 - a. November Financial Report
- 5. Engineers Report
- 6. Airport Business: Discussion/Decision
 - a. Airport Budget and Current Situations.
 - b. Airport Funds Investment.
 - c. Airport Future Projects.
 - d. Airport Planning Process.
- 7. Old Business
 - a. Discussion/Decision regarding FAA Funding Opportunities.
 - b. Discussion/Decision regarding Board Direction on CADX Expenditure
- 8. New Business
 - a. Discussion/Decision regarding Phillip Brekke’s Airport Land Lease for Lot 6 Block 1 and Lot 7 Block 1
 - b. Discussion/Decision regarding Clifton Orcutt’s Airport Land Lease for Lot 5 Block 5.
 - c. Discussion/Decision regarding review of reimbursement of FAA environmental study.
 - d. Discussion/Decision regarding Thomas mover repair reimbursement.
 - e. Discussion/Decision regarding Paul O’Bagy resignation as Airport Manager.
- 9. Airport Manager’s Report
- 10. Public Comments
- 11. Adjournment

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 the official public comment period should come forward to the podium and state their name and address for the record. Comment during this time maybe time limited, as determined by the chair, to allow as many people as possible to comment. Citizens wishing to comment on a motion for decision before any vote can come forward or stand in place as they wish. Comment must remain on the motion before the council.

Item Attachment Documents:

- a. September 10th, 2019 Meeting Minutes

STEVENSVILLE AIRPORT BOARD
MEETING MINUTES

SEPTEMBER 10TH, 2019 – 5:30 P.M.
STEVENSVILLE TOWN HALL

STEVENSVILLE AIRPORT BOARD:

- Craig Thomas – Airport Board Chairman
- Ron McCann
- Dustin Wood
- Don Whitehair
- Duane Shinn
- Don Lorenzen

STEVENSVILLE AIRPORT REPRESENTATIVES:

- Shaun Shea – Airport Engineer (MMI)
- Tyler Reed – Airport Engineer (MMI)
- Brandon Dewey – Mayor
- Bob Michalson – Town Council Rep
- Paul O’Bagy – Airport Manager
- Dan Denton – Airport Assistant Manager

OTHERS PRESENT:

TOM HADEN

I. CALL TO ORDER

- Meeting began at 5:30 PM

II. ROLL CALL

- Don Whitehair and Duane Shinn absent.

III. APPROVAL OF MINUTES

- The Board did not receive the minutes from August so they will approve next meeting.

IV. CORRESPONDENCE

- Montana Aeronautics performed an airfield inspection – Diane Stilson was not aware of it. Diane said the report only contained minor issues and she was glad to see MT Aeronautics is performing these. A couple things that were noted: PAPI not working, a RW light was inoperative, and grass was surrounding some of the lights.

V. FINANCIAL REPORTS

- No comments on the Financials. Mr. Underwood, the new Treasurer, is still getting up to speed on the Airport budget.

VI. ENGINEER’S REPORT

The Council opened bids for the Pavement Reconstruction and New Midfield Project on August 28th, there were three bidders – Knife River, Shellinger, and First Mark. The bids were very competitive, Knife River was the low bidder which was the same contractor who did the 2016 Runway Reconstruction Project which was successful. The Engineer’s Estimate was approx. \$1.8M and Knife River’s bid was approx. \$1.4M. It was a pretty short timeline. Tyler sent a Recommendation of Award to the FAA and the Grant Application was submitted which included the actual bid amount. Diane sent a draft Grant Offer earlier today since she’s still working with headquarters to secure the funding. The Mayor and Town Council are ready to sign the actual offer once they receive it so the Airport can take advantage of the FY 2019 Grant. Tyler then presented Morrison-Maierle’s draft Task Order for Construction Management and Grant Closeout for the project. Total fees are approx. \$190K. The Construction Grant Administration and Bidding Services fall under this new Task Order and those fees are being held until a grant is issued and an Independent Fee Estimate / Record of Negotiations is approved by the FAA.

VII. AIRPORT BUSINESS: DISCUSSION/DECISION

1. **Airport Budget and current situations.** Nothing additional at this time.
2. **Airport Funds Investment.** Nothing additional at this time
3. **Airport Future Projects.** Tyler will submit grant applications for Airport vehicle road rehabilitation and a Pilot Lounge / Admin Building / Electrical Vault.
4. **Airport Planning process.** Nothing additional at this time.

VIII. OLD BUSINESS

1. **Discussion/Decision AWOS Service Contract**
 - Steven Smith and Rob Jobass will be showing up Monday to perform the annual AWOS maintenance and FAA inspection. The Board has decided to continue using Steven Smith as their AWOS maintenance consultant.
2. **Discussion/Decision regarding FAA Funding Opportunities.**
 - Covered under Engineer’s Report
3. **Discussion/Decision regarding repairs of Craig Thomas lawn mower.**
 - Craig requested about \$600 from the Board to replace the blades and fix the gear box on his riding lawnmower. Board approved request.

IX. NEW BUSINESS

1. **Discussion/Decision on Morrison-Maierle Construction Management and Closeout Task Order-03.** Covered under Engineer’s Report.
2. **Discussion/Decision regarding repairs of Precision Approach Path Indicator PAPI lights.** The PAPI should be fixed. Pavlik made a trip over to the Airport and found that the inoperable PAPI contained a bad motherboard and possibly a bad connection. Pavlik was able to fix the problem, the total cost was \$1,800. Paul is planning on contacting Pavlik again to see if they can figure out what’s going on with the runway lights.
3. **Discussion/Decision regarding replacement of worn windsocks.** Paul plans to contact Montana Aeronautics to see if they have some new windsocks they can use. If Paul orders them, Don Lorenzen said he can install them.
4. **Discussion/Decision regarding tune up of snowplow for winter season.** Need to add a budget to tune up plow, Craig is planning on attaching the sweeper to make sure it’s still operational.
5. **Discussion/Decision regarding the need for an additional irrigation ditch to prevent flooding at Red Stephan’s hangar.** Craig would like to look into extending the ditch.
6. **Discussion/Decision regarding the Contract for Emergency Facilities & Land Use Agreement with Forest Service which expires 12-31-19.** The Board motioned for Craig to prepare a new 3-year LUA contract with the Forest Service. Motion was approved.

- 6** 7. **Board Members to attend September 12th, Council Meeting 6:30 p.m.** Craig would like as many Airport members attend the Council meeting as possible to support the upcoming project.

X. AIRPORT MANAGER'S REPORT

- None

XI. PUBLIC COMMENTS

- Tom Haden – Mr. Haden made a presentation in front of the Board on a proposal for removal of derelict airplanes no longer certified with the FAA. He said non-airworthy planes abandoned at GA airports is a common problem. Tom said his company would pay the back tie-down fees and he acquires a lean interest. The Town of Stevensville would transfer the liability to Tom. The planes would either be dis-assembled or recycled. Tom stated that he has already proposed his idea to the Ravalli Sheriff and the Sheriff told him to “take them” although the direction is only “verbal” at this time but it would be a “win-win” for the Airport and Town. The Board informed Tom that his proposal would have to go in front of Town Council. Tom will write up his proposal and will have Ravalli County approve it as well. The Board asked Tom how long he’s been in business – Tom said over five years, closer to twelve. Tom said he didn’t have a name for his business, just “Tom Haden”. Tom will work with Laura to place this item on the Council agenda which would have to be done at least seven days in advance.

XII. ADJOURNMENT

- Meeting was adjourned at 6:19 P.M.

Next Meeting – Tuesday, November 12th, 2019 @ 5:30 P.M. (Town Hall).

Item Attachment Documents:

- a. November Financial Report

PHONE 877-280-1858
ROCKY MOUNTAIN BANK
PO BOX 80450
BILLINGS MT 59108-0450



Effective May 1, 2019, Signature Series Customers can enjoy the added benefit of having their Foreign ATM fees refunded up to \$20 per month if at least one direct deposit per month is posted within the monthly statement cycle. (Refunds occur at the end of the monthly statement cycle. Thank you for banking with us.

TOWN OF STEVENSVILLE
AIRPORT
206 BUCK ST
PO BOX 30
STEVENSVILLE MT 59870-0030

*****684
PAGE NUMBER 1
STATEMENT DATE 10-31-19
ENC

* ACCOUNT TYPE:	PUBLIC FUNDS STATEMENT SAVINGS
* ACCOUNT NUMBER:	*****684
BEGINNING BALANCE 09-30-19	92,273.02
+ DEPOSITS AND OTHER CREDITS	.00
+ INTEREST PAID	11.76
- PAPER AND OTHER WITHDRAWALS	.00
- SERVICE FEES	.00
ENDING BALANCE 10-31-19	92,284.78

INTEREST SUMMARY	
INTEREST PAID THIS STATEMENT	11.76
INTEREST WITHHELD THIS STATEMENT	.00
INTEREST PAID THIS YEAR	115.21
INTEREST WITHHELD THIS YEAR	.00

DEPOSITS AND OTHER CREDITS	
DATE DESCRIPTION	AMOUNT
10/31/19 INTEREST PAID	11.76
TOTAL # CREDITS 1	TOTAL CREDITS 11.76

BALANCE SUMMARY					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/30/19	92,273.02	10/31/19	92,284.78		



9

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY _____

SIGNATURE _____ DATE _____

HOW TO BALANCE YOUR ACCOUNT

1. Subtract from your check register any service, miscellaneous, or automatic charge(s) posted on this statement, and add to your register any interest posted on this statement.
2. Mark (✓) your register after each check listed on front of statement.
3. Check off deposits shown on the statement against those shown in your check register.
4. Complete the form at right.
5. The final "balance" in the form to the right should agree with your check register balance. If it does not, read "HINTS FOR FINDING DIFFERENCES" below.

HINTS FOR FINDING DIFFERENCES

- Recheck all additions and subtractions or corrections.
- Verify the carryover balance from page to page in your check register.
- Make sure you have subtracted the service or miscellaneous charge(s) from your check register balance, and added the current interest.

NEW BALANCE		\$
TRANSFER AMOUNT FROM OTHER SIDE		
ADD		
DEPOSITS MADE SINCE ENDING DATE ON A STATEMENT		
SUBTOTAL		\$
CHECKS NOT LISTED ON THIS OR PRIOR STATEMENTS		
NUMBER	AMOUNT	
TOTAL CHECKS NOT LISTED		→
SUBTRACT TOTAL CHECKS NOT LISTED FROM SUB-TOTAL ABOVE		BALANCE \$

THIS SHOULD AGREE WITH YOUR CHECK REGISTER BALANCE.

This section applies exclusively to electronic fund transfers governed by Regulation E

In case of errors or questions about electronic transfers, telephone us or write to us at the address printed on this statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Balance subject to interest rate.

Average daily balance method (including current transactions): We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new [purchases/advances/fees], and subtract [any unpaid interest or other finance charges and] any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

This section applies exclusively to information pertaining to credit extended primarily for personal, family, or household purposes.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at the address printed on this statement.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

11/08/19
09:44:58

TOWN OF STEVENSVILLE
Detail Ledger Query
For the Accounting Periods: 10/19 - 10/19

Page: 1 of 2
Report ID: L091

Funds 5610-5620, Accounts 311101-999999

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
5610 AIRPORT						
343063 Tie Down Fees						
CR 2723 1	Batch #: 10402	2019-2020 AIRPORT TIEDOWN	10/19		90.00	
CR 2726 1	Batch #: 10402	2019-2020 AIRPORT TIE DOWN	10/19		90.00	
CR 2786 1	Batch #: 10413	2019-2020 TIE DOW FEE WILL	10/19		180.00	
Account Total:			564.00 CR		360.00	924.00 CR
343064 Hanger and Land Lease						
CR 2728 1	Batch #: 10402	AIRPORT SRE BUILDING UTILI	10/19		1,200.00	
CR 2739 1	Batch #: 10404	2019-2020 AIRPORT LAND LEA	10/19		150.00	
Account Total:			11,248.52 CR		1,350.00	12,598.52 CR
343065 User and Business Fees						
CR 2724 1	Batch #: 10402	2019-2020 AIRPPORT USER FE	10/19		62.50	
CR 2725 1	Batch #: 10402	2019-2020 AIRPORT USER FEE	10/19		62.50	
CR 2738 1	Batch #: 10404	2019-2020 AIRPORT USER FEE	10/19		125.00	
CR 2784 1	Batch #: 10413	2019-2020 AIRPORT USER FEE	10/19		125.00	
CR 2785 1	Batch #: 10413	2019-2020 BALANCE DUE USER	10/19		20.00	
CR 2848 1	Batch #: 10425	2019-2020 AIRPORT USER FEE	10/19		125.00	
Account Total:			7,874.50 CR		520.00	8,394.50 CR
430300 Airport						
110 Salaries and Wages						
PR 191000 27	Payroll Expenditure		10/19	153.60		
PR 191001 40	Payroll Expenditure		10/19	150.00		
Object Total:			1,773.28 DB	303.60		2,076.88 DB
140 Employer Contributions						
PR 191000 28	Employer Contributions		10/19	54.43		
PR 191001 41	Employer Contributions		10/19	21.96		
Object Total:			458.23 DB	76.39		534.62 DB
340 Utility Services						
CL 15571 6	Oct 19 Cell Phone - Airport	Verizon Wireless	10/19	18.92		
Object Total:			427.14 DB	18.92		446.06 DB
Account Total:			2,658.65 DB	398.91		3,057.56 DB
Fund Total:				398.91	2,230.00	

11/08/19
09:44:58

TOWN OF STEVENSVILLE
Detail Ledger Query
For the Accounting Periods: 10/19 - 10/19

Page: 2 of 2
Report ID: L091

Funds 5610-5620, Accounts 311101-999999

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
5620 Airport Project						
430300 Airport						
350 Professional Services						
CL 15592 1 #325-001	Independent Fee Estimate	Rood & Associates	10/19	2,500.00		
	Object Total:			2,500.00		2,500.00 DB
	Account Total:			2,500.00		2,500.00 DB
	Fund Total:			2,500.00	0.00	
	Grand Total:			2,898.91	2,230.00	

5610 AIRPORT

Account Object	Description	----- Current Year -----				%
		Current Month	Current YTD	Budget	Variance	
Revenue						
311010	Real Property Taxes			5,242.00	-5,242.00	
343062	Aviation Fuel		360.06	911.00	-550.94	40
343063	Tie Down Fees	360.00	924.00	900.00	24.00	103
343064	Hanger and Land Lease	1,350.00	12,598.52	10,500.00	2,098.52	120
343065	User and Business Fees	520.00	8,394.50	9,750.00	-1,355.50	86
						82
	Total Revenue	2,230.00	22,277.08	27,303.00	-5,025.92	82
Expenses						
430300	Airport					
110	Salaries and Wages	303.60	2,076.88	5,868.00	3,791.12	35
140	Employer Contributions	76.39	534.62	2,374.00	1,839.38	23
210	Office Supplies & Materials		33.25		-33.25	
231	Gas, Oil, Diesel Fuel, Grease, etc.		24.25	400.00	375.75	6
311	Postage, Box Rent, etc.		23.50	48.00	24.50	49
320	Printing, Duplicating, Typing & Binding		60.50	70.00	9.50	86
330	Publicity, Subscriptions & Dues			50.00	50.00	
340	Utility Services	18.92	446.06	2,165.00	1,718.94	21
350	Professional Services		192.28	4,100.00	3,907.72	5
356	Information Technology Services			1,200.00	1,200.00	
360	Repair & Maintenance Services		4,353.88	1,375.00	-2,978.88	317
370	Travel			250.00	250.00	
380	Training Services			150.00	150.00	
510	Insurance		1,403.67	2,719.00	1,315.33	52
620	Interest		0.91		-0.91	
940	Machinery & Equipment			6,500.00	6,500.00	
	Total Account	398.91	9,149.80	27,269.00	18,119.20	34
	Total Expenses	398.91	9,149.80	27,269.00	18,119.20	34
	Net Income from Operations	1,831.09	13,127.28			

11/08/19
 11:02:59

TOWN OF STEVENSVILLE
 Income Statement
 For the Accounting Period: 10 / 19

Page: 2 of 3
 Report ID: LB170A

5610 AIRPORT

Account Object	Description	----- Current Year -----				%
		Current Month	Current YTD	Budget	Variance	
Other Revenue						
360000	MISCELLANEOUS REVENUE		214.81	14,000.00	-13,785.19	2
371010	Investment Earnings			232.00	-232.00	
383000	Interfund Operating Transfer In			10,038.00	-10,038.00	1
	Total Other Revenue	0.00	214.81	24,270.00	-24,055.19	1
	Net Income	1,831.09	13,342.09			

11/08/19
11:02:59

TOWN OF STEVENSVILLE
Income Statement
For the Accounting Period: 10 / 19

Page: 3 of 3
Report ID: LB170A

5620 Airport Project

Account Object	Description	----- Current Year -----				%
		Current Month	Current YTD	Budget	Variance	
Revenue						
331129	Federal Aeronautics Administration (FAA)		28,712.13	193,500.00	-164,787.87	15 15
	Total Revenue	0.00	28,712.13	193,500.00	-164,787.87	15
Expenses						
430300	Airport					
350	Professional Services	2,500.00	2,500.00		-2,500.00	
950	Construction			215,000.00	215,000.00	
	Total Account	2,500.00	2,500.00	215,000.00	212,500.00	1
	Total Expenses	2,500.00	2,500.00	215,000.00	212,500.00	1
	Net Income from Operations	-2,500.00	26,212.13			
	Net Income	-2,500.00	26,212.13			

Item Attachment Documents:

- a. Discussion/Decision regarding Phillip Brekke's Airport Land Lease for Lot 6 Block 1 and Lot 7 Block 1

AIRPORT AGENDA ITEM # 1

 Unfinished New Business

To Be Submitted BEFORE Noon on the Friday before the Airport Board Meeting

Submission Date 11-12-19 Time: _____

Person Submitting the Agenda Item Request

Name Phillip Brekke - Town of Stevensville

Contact Phone Number 777-5271 x4 Email address bvra@townofstevensville.com

Requested Meeting Date for Item: 11-12-19

Agenda Topic:

Discussion/Decision:

Approval of Stevensville Airport Land lease for Block L lot 6 & 7

Backup Documents Attached Yes No

If no, why not?

Approved/Disapproved, If Approved, Meeting Date for Consideration ____ - ____ - ____

Airport Board Chairman or Mayor Signature _____ Date ____ - ____ - ____

Requestor Contacted Date ____ - ____ - ____ Time _____ by Whom _____

If this request is disapproved, please list the date it will be placed before the board Date ____ - ____ - ____.

If the request is not valid, please annotate the reason it is not a valid item for consideration.

Return to
Phillip Brekke
1317 River Road
Missoula, MT 59801

865345-R Stevensville Airport Land Lease No Parcel #

This land lease is made and entered into this **16th** day of **October, 2019**, pursuant to Stevensville Town Resolution (attached as Exhibit A) and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter "Lessor" and **Phillip Brekke**, hereafter "Lessee" at **1317 River Road, Missoula, MT 59801**.

I. Purpose

1. Lessor agrees to lease to the Lessee **2,500 square feet** of land described as **Lot No. 6, Block 1** (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 **16th day of October, 2036** 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 **\$.06 per square foot** annually for **2,500 square feet** in the amount of **\$150.00** 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.

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.

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	Phillip Brekke 1317 River Road Missoula, MT 59801

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 15th day of October, 2019

Lessor:
Town of Stevensville

Attest:

By: _____
Mayor

By: _____
Town Clerk

Lessee:


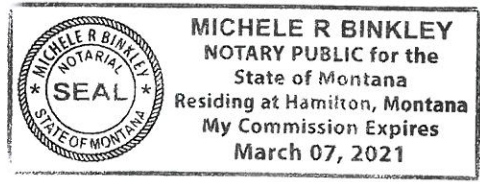
PHILIP L. BREKKE
Print name

STATE OF Montana
COUNTY OF Beaverhead

This instrument was acknowledged before me on October 15, 2019, by
Philip L. Brekke

[Signature]
Printed Name

Notary public for the State of Montana
Residing in: Hamilton
My commission expires: March 7, 2021



Return to
Phillip Brekke
1317 River Road
Missoula, MT 59801

865345-R Stevensville Airport Land Lease P-1510710

This land lease is made and entered into this **16th** day of **October, 2019**, pursuant to Stevensville Town Resolution (attached as Exhibit A) and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter "Lessor" and **Phillip Brekke**, hereafter "Lessee" at **1317 River Road, Missoula, MT 59801.**

I. Purpose

- 1. Lessor agrees to lease to the Lessee **5,773 square feet** of land described as **Lot No. 7, Block 1** (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 **16th day of October, 2036** 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 **\$06 per square foot** annually for **5,773 square feet** in the amount of **\$346.38** 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.

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.

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	Phillip Brekke 1317 River Road Missoula, MT 59801

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 15th day of October, 2019

Lessor:
Town of Stevensville

Attest:

By: _____
Mayor

By: _____
Town Clerk

Lessee:

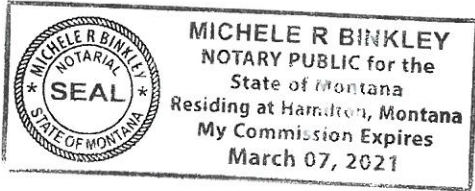

PHILIP L. BREKKIE
Print name

STATE OF Montana
COUNTY OF Ravalli

This instrument was acknowledged before me on October 15, 2019 by
Phillip L. Bretke

[Signature]
Printed Name

Notary public for the State of Montana
Residing in: Hamilton
My commission expires: March 7, 2021



RESOLUTION NO. 340

**A RESOLUTION ADOPTING FEES, PERMIT AND LEASE RATES AND CHARGES
AT THE STEVENSVILLE AIRPORT**

WHEREAS, the Stevensville Municipal Code provides that usage rates, service charges, and license and permit fees be appropriately set by resolution of the Town Council; and

WHEREAS, current land lease rates, infrastructure fees, airport business license fees, user fees, tie down fees, and landing fees were adopted by the Town Council by Resolution 143 on February 24, 1997; and

WHEREAS, the current rates and charges provide the financial resources to operate the Stevensville Airport and are comparable to charges at other general aviation airports in Montana.

NOW, THEREFORE, BE IT RESOLVED by the Stevensville Town Council that the current rates and charges at the Stevensville Airport be reaffirmed and adopted in accordance with Sec. 3-37 of the Stevensville Municipal Code as set forth below:

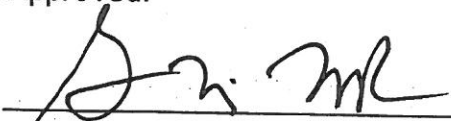
- 1.) Land Lease/Construction Permit – \$50.00 non-refundable application fee paid to the Town prior to review and approval.
- 2.) Land Lease Rate – \$.06 per square foot per year, due on July 1st of each year, prorated for first year based upon date of execution of lease agreement.
- 3.) Infrastructure Fee
 - a. Standard Site – one-time fee of \$.65 per square foot upon execution of land lease agreement.
 - b. Site with 3-phase power – \$500.00 one-time fee
3. Airport Business License Fee – annual, non-prorated fee of \$250.00, due on July 1st of each year, as required by Sec. 3.36 of the Stevensville Municipal Code and further herein defined as “any person, corporation, partnership, company, association or other legal entity engaged in any occupation, vocation, pursuit, trade, industry, professional or commercial activity of any kind for the purposes of economic benefit or profit or engaged in for livelihood or gain upon or within the confines of the Stevensville Airport, including industrial, retail, wholesale, service and “through-the-fence” operations as well as the rental of hanger space.”
4. Airport User Fee – annual, non-prorated fee of \$125.00 for each user of the airport, herein defined as “any person, corporation, partnership, company, association or other legal entity that owns, leases, operates or stores any aircraft, whether or not operational, upon or within the confines of the Stevensville Airport, including those “through-the-fence” users permitted access to the Stevensville Airport.”

EXHIBIT A

- 5. Monthly Tie-Down Fee – \$15.00 per month for single engine; \$25.00 per month for twin engine.
- 6. Daily Tie-Down Fee – \$3.00 per 24-hour period or fraction thereof for single engine; \$5.00 per 24-hour period or fraction thereof for twin engine.
- 7. Landing Fee for Commercial Operations – \$8.00 per operation for single engine; \$10.00 per operation for twin engine; \$10.00 per operation plus \$1.00 per thousand pounds for aircraft of 12,500 gross weight and higher.

Passed and adopted by the Town Council of the Town of Stevensville, Montana, this 10th day of April, 2014.

Approved:



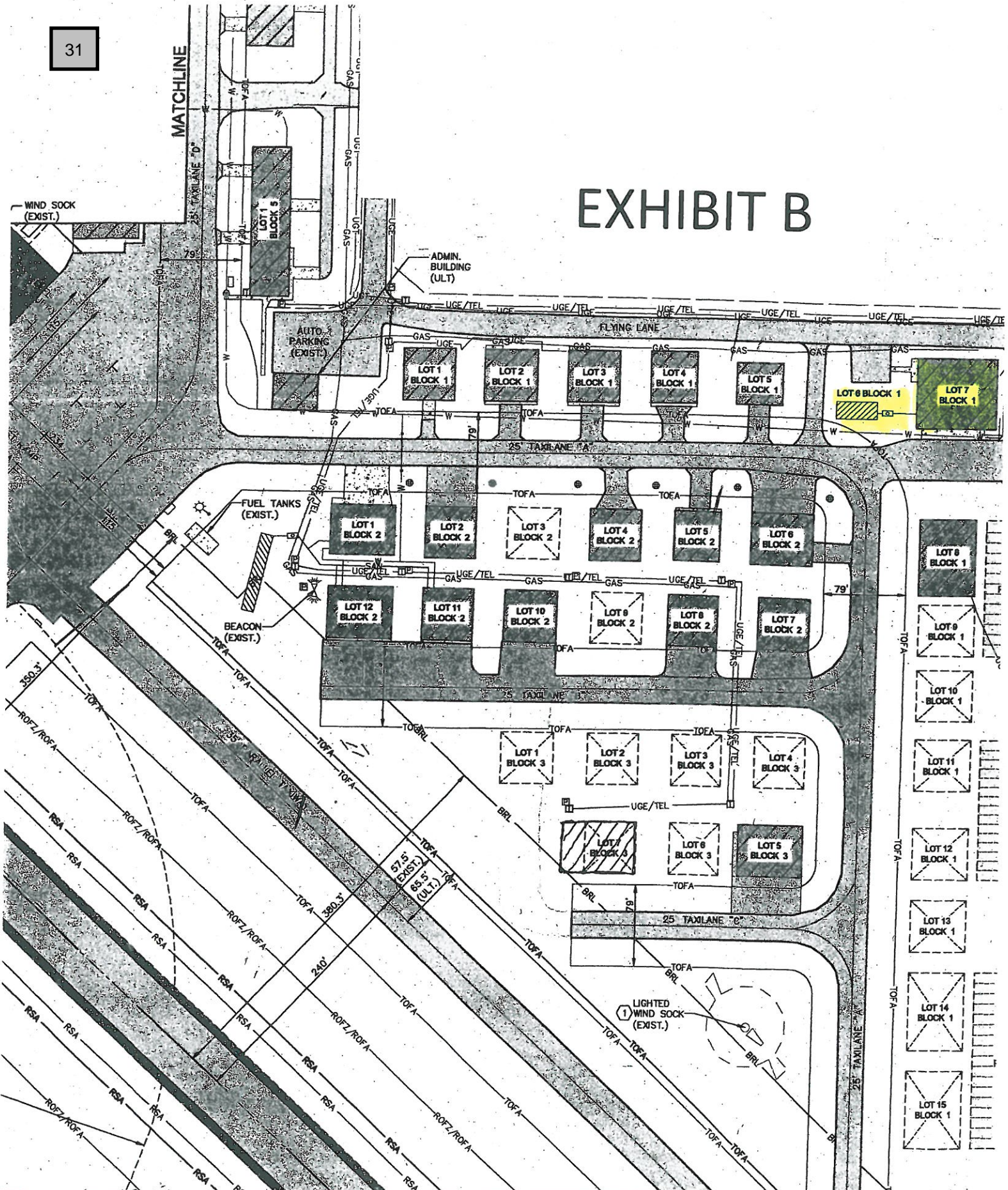
Gene Mim Mack, Mayor

Attest:



Stacy Bartlett, Town Clerk

EXHIBIT B



DATE	BY

MORRISON MAIERLE, INC.
An Employee-Owned Company

Engineers
 Surveyors
 Scientists
 Planners

3011 Palmer St.
 Missoula, MT 59808

Phone: (408) 542-8880
 Fax: (408) 542-4801

DRAFT

DRAWN BY: TSR
 DSGN. BY:
 APPR. BY:
 DATE: JAN 2014
 Q.C. REVIEW BY: SPS
 DATE: 01/2014

STEVENSVILLE

Item Attachment Documents:

- b. Discussion/Decision regarding Clifton Orcutt's Airport Land Lease for Lot 5 Block 5.

AIRPORT AGENDA ITEM #2

Unfinished X New Business

To Be Submitted BEFORE Noon on the Friday before the Airport Board Meeting

Submission Date 11-12-19 Time:

Person Submitting the Agenda Item Request

Name Clifton Orcutt - Town of Stevensville

Contact Phone Number 404-777-5271 x4 Email address laura@townofstevensville.com

Requested Meeting Date for Item: 11-12-19

Agenda Topic:

Discussion/Decision:

Approval of Stevensville Airport Land lease for lot 5 block 5

Backup Documents Attached X Yes ___ No

If no, why not?

Approved/Disapproved, If Approved, Meeting Date for Consideration

Airport Board Chairman or Mayor Signature Date

Requestor Contacted Date Time by Whom

If this request is disapproved, please list the date it will be placed before the board Date

If the request is not valid, please annotate the reason it is not a valid item for consideration.

Stevensville Airport Land Lease

This land lease is made and entered into this _____, **2019**, pursuant to Stevensville Town Resolution (attached as Exhibit A) and incorporated by reference herein, between the **TOWN OF STEVENSVILLE**, hereafter "**Lessor**" and **Clifton Orcutt & Kirsten Kramer dba Orcutt Properties, LLC**, hereafter "**Lessee**" at **316 South 9th Street, Hamilton, MT 59840.**

I. Purpose

1. Lessor agrees to lease to the Lessee **5,250 square feet** of land described as **Lot No.5, Block 5** (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 _____ **day of _____, 2039** 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 **\$.06 per square foot** annually for **5,250 square feet** in the amount of **\$315.00** 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 **(5,250 sq. ft.)** 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.

Stevensville Airport Land Lease

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.
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

Stevensville Airport Land Lease

- 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.
- 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	Clifton G. Orcutt Kirsten Kramer dba Orcutt Properties, LLC 316 South 9th Street Hamilton, MT 59840 406.361.8029/406.543.0695

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.

From: TOWN OF STEVENSVILLE

4067774284

10/18/2019 00:04

#035 P.001/001

Stevensville Airport Land Lease

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.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this ____ day of _____, 2019.

Lessor
Town of Stevensville

Attest:

By: _____
Brandon Dewey, Mayor

Town Clerk

Lessee:

Clifton G. Orcutt
Clifton G. Orcutt

Kirsten Kramer
Kirsten Kramer

RESOLUTION NO. 340**A RESOLUTION ADOPTING FEES, PERMIT AND LEASE RATES AND CHARGES
AT THE STEVENSVILLE AIRPORT**

WHEREAS, the Stevensville Municipal Code provides that usage rates, service charges, and license and permit fees be appropriately set by resolution of the Town Council; and

WHEREAS, current land lease rates, infrastructure fees, airport business license fees, user fees, tie down fees, and landing fees were adopted by the Town Council by Resolution 143 on February 24, 1997; and

WHEREAS, the current rates and charges provide the financial resources to operate the Stevensville Airport and are comparable to charges at other general aviation airports in Montana.

NOW, THEREFORE, BE IT RESOLVED by the Stevensville Town Council that the current rates and charges at the Stevensville Airport be reaffirmed and adopted in accordance with Sec. 3-37 of the Stevensville Municipal Code as set forth below:

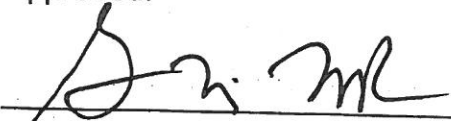
- 1.) Land Lease/Construction Permit – \$50.00 non-refundable application fee paid to the Town prior to review and approval.
- 2.) Land Lease Rate – \$.06 per square foot per year, due on July 1st of each year, prorated for first year based upon date of execution of lease agreement.
- 3.) Infrastructure Fee
 - a. Standard Site – one-time fee of \$.65 per square foot upon execution of land lease agreement.
 - b. Site with 3-phase power – \$500.00 one-time fee
3. Airport Business License Fee – annual, non-prorated fee of \$250.00, due on July 1st of each year, as required by Sec. 3.36 of the Stevensville Municipal Code and further herein defined as “any person, corporation, partnership, company, association or other legal entity engaged in any occupation, vocation, pursuit, trade, industry, professional or commercial activity of any kind for the purposes of economic benefit or profit or engaged in for livelihood or gain upon or within the confines of the Stevensville Airport, including industrial, retail, wholesale, service and “through-the-fence” operations as well as the rental of hanger space.”
4. Airport User Fee – annual, non-prorated fee of \$125.00 for each user of the airport, herein defined as “any person, corporation, partnership, company, association or other legal entity that owns, leases, operates or stores any aircraft, whether or not operational, upon or within the confines of the Stevensville Airport, including those “through-the-fence” users permitted access to the Stevensville Airport.”

EXHIBIT A

- 5. Monthly Tie-Down Fee – \$15.00 per month for single engine; \$25.00 per month for twin engine.
- 6. Daily Tie-Down Fee – \$3.00 per 24-hour period or fraction thereof for single engine; \$5.00 per 24-hour period or fraction thereof for twin engine.
- 7. Landing Fee for Commercial Operations – \$8.00 per operation for single engine; \$10.00 per operation for twin engine; \$10.00 per operation plus \$1.00 per thousand pounds for aircraft of 12,500 gross weight and higher.

Passed and adopted by the Town Council of the Town of Stevensville, Montana, this 10th day of April, 2014.

Approved:



Gene Mim Mack, Mayor

Attest:



Stacy Bartlett, Town Clerk

41 CAR ACCESS ROAD (ULT.)

BUILDING DATA TABLE

No.	DESCRIPTION	ELF
LOT 1 BLOCK 1	HANGAR	36
LOT 2 BLOCK 1	HANGAR	36
LOT 3 BLOCK 1	HANGAR	36
LOT 4 BLOCK 1	HANGAR	36
LOT 5 BLOCK 1	HANGAR	36
LOT 6 BLOCK 1	HANGAR	36
LOT 7 BLOCK 1	HANGAR	36
LOT 8 BLOCK 1	HANGAR	36
LOT 9 BLOCK 1	50' x 56' HANGAR	36
LOT 10 BLOCK 1	50' x 56' HANGAR	36
LOT 11 BLOCK 1	50' x 56' HANGAR	36
LOT 12 BLOCK 1	50' x 56' HANGAR	36
LOT 13 BLOCK 1	50' x 56' HANGAR	36
LOT 14 BLOCK 1	75' x 56' HANGAR	36
LOT 15 BLOCK 1	75' x 56' HANGAR	36
LOT 1 BLOCK 2	HANGAR	35
LOT 2 BLOCK 2	HANGAR	35
LOT 3 BLOCK 2	50' x 50' HANGAR	35
LOT 4 BLOCK 2	HANGAR	35
LOT 5 BLOCK 2	HANGAR	35
LOT 6 BLOCK 2	HANGAR	35
LOT 7 BLOCK 2	HANGAR	35
LOT 8 BLOCK 2	HANGAR	35
LOT 9 BLOCK 2	50' x 50' HANGAR	35
LOT 10 BLOCK 2	HANGAR	35
LOT 11 BLOCK 2	HANGAR	35
LOT 12 BLOCK 2	HANGAR	35
LOT 1 BLOCK 3	50' x 50' HANGAR	35
LOT 2 BLOCK 3	50' x 50' HANGAR	35
LOT 3 BLOCK 3	HANGAR	35
LOT 4 BLOCK 3	50' x 50' HANGAR	35
LOT 5 BLOCK 3	50' x 50' HANGAR	35
LOT 6 BLOCK 3	50' x 50' HANGAR	35
LOT 7 BLOCK 3	50' x 50' HANGAR	35
LOT 1 BLOCK 5	T-HANGAR & OFFICE	35
LOT 2 BLOCK 5	T-HANGAR & OFFICE	35
LOT 3 BLOCK 5	HANGAR	35
LOT 4 BLOCK 5	T-HANGAR & OFFICE	35
LOT 5 BLOCK 5	HANGAR	35
LOT 6 BLOCK 5	HANGAR	35
LOT 7 BLOCK 5	HANGAR	35
LOT 1 BLOCK 6	HANGAR	35
LOT 2 BLOCK 6	50' x 50' HANGAR	35
LOT 3 BLOCK 6	HANGAR	35
LOT 4 BLOCK 6	80' x 100' HANGAR	35
LOT 5 BLOCK 6	70' x 75' HANGAR	35
LOT 6 BLOCK 6	70' x 75' HANGAR	35
LOT 7 BLOCK 6	70' x 75' HANGAR	35
LOT 8 BLOCK 6	70' x 75' HANGAR	35
LOT 9 BLOCK 6	70' x 75' HANGAR	35
LOT 10 BLOCK 6	70' x 75' HANGAR	35
LOT 11 BLOCK 6	70' x 75' HANGAR	35
LOT 12 BLOCK 6	70' x 75' HANGAR	35
LOT 13 BLOCK 6	51' x 189' T-HANGAR	35
LOT 14 BLOCK 6	51' x 189' T-HANGAR	35
LOT 1 BLOCK 7	70' x 75' HANGAR	35
LOT 2 BLOCK 7	70' x 75' HANGAR	35
LOT 3 BLOCK 7	70' x 75' HANGAR	35
LOT 4 BLOCK 7	70' x 75' HANGAR	35
LOT 5 BLOCK 7	75' x 75' HANGAR	35
LOT 6 BLOCK 7	75' x 75' HANGAR	35
LOT 7 BLOCK 7	75' x 75' HANGAR	35
LOT 8 BLOCK 7	75' x 75' HANGAR	35
LOT 9 BLOCK 7	75' x 75' HANGAR	35
LOT 10 BLOCK 7	75' x 75' HANGAR	35
LOT 11 BLOCK 7	75' x 75' HANGAR	35
FBO1	100' x 200' FBO	35
FBO2	100' x 200' FBO	35
FH	FIRE HALL	35
FF	FUEL FARM	35
SRE	SRE BUILDING	35

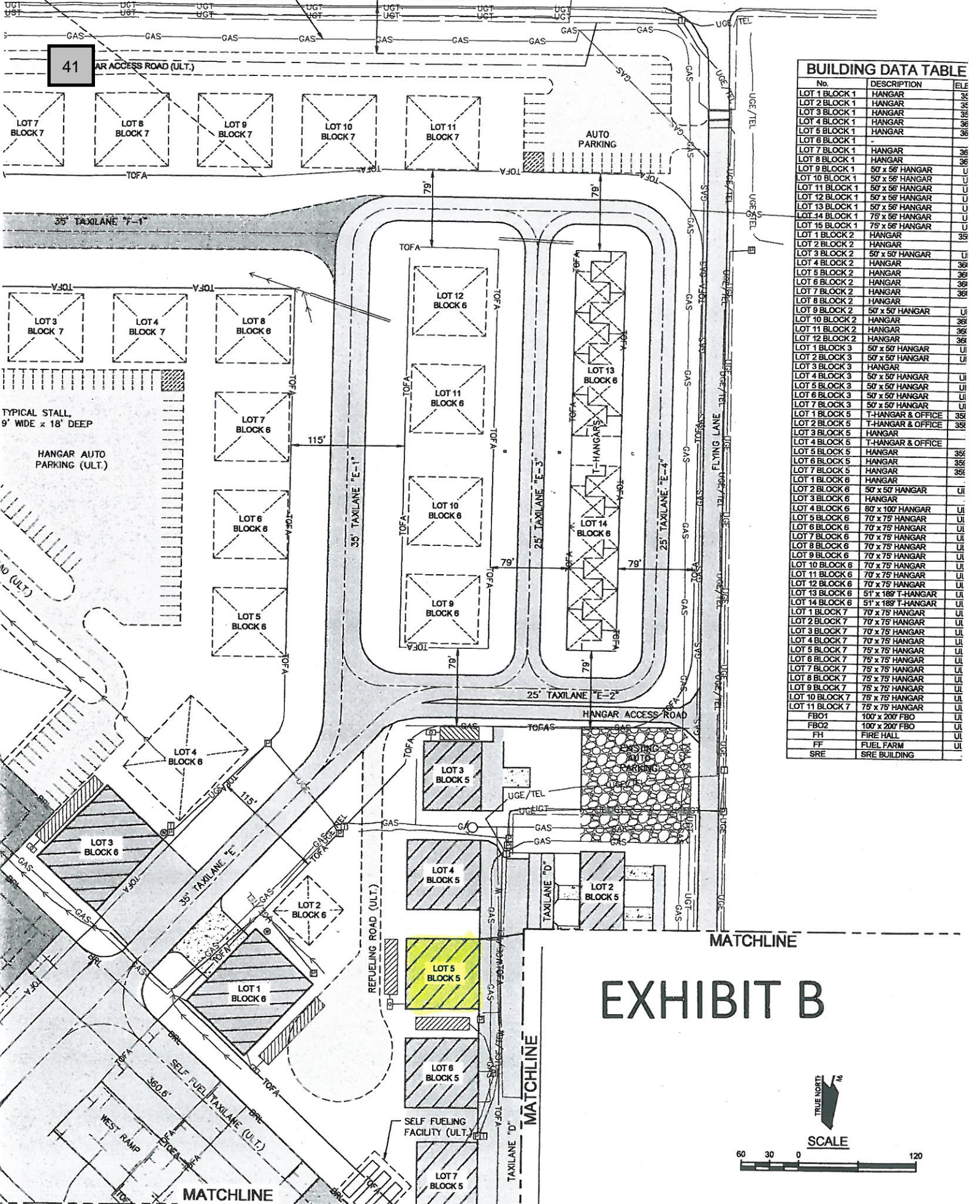
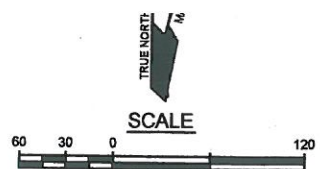


EXHIBIT B



DRAWN BY: TSR
 DSGN. BY:
 APPR. BY:

STEVENSVILLE

STEVENSVILLE AIRPORT

PROJECT NUM
0442
 SHEET NUM

MONTANA