



**Stevensville Airport Board Meeting
Agenda for
TUESDAY, MAY 10, 2022
5:30 PM
206 Buck Street, Town Hall**

1. Call to Order and Roll Call
2. Airport Business
 - a. Budget, Current Value and Expected Expenditures
 - b. County Commissioner Discussion
 - c. 99's Painting of Runway Verbiage
 - d. Terminal Building Model
 - e. Purchase of Millings
 - f. Discussion/Decision: Amendments to Ordinance 104, Chapter 3, Article 2, Sections 3.33 and 3.34
3. New Business
 - a. Airport Lease for the Museum of Mountain Flying INC
4. Public Comments
5. 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.

File Attachments for Item:

- a. Airport Lease for the Museum of Mountain Flying INC



**Stevensville Airport Board
Agenda Item Request**

received
5-6-22
8:12am
φ

To be submitted no less than 72 hours prior to the next regularly scheduled Airport Board Meeting.

To be submitted no less than 72 hours prior to any Special Airport Board Meeting

Meeting Date 5-10-22

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Cindy Brown
Second Person Submitting the Agenda Item:	
Submitter Title:	Citizen
Submitter Phone:	406-381-8705
Submitter Email:	Mother.AB.Hovercraft@charter.net
Requested Airport Meeting Date for Item:	5-10-2022
Agenda Topic:	Airport Lease for The Museum of Mountain Flying Inc.
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	5-10-2022
Notes:	The Airport Lease that was recorded under Document number 774907 on 4-20-22 with the Ravalli County Clerk and Recorder to be reviewed and recommended to be approved by the Stevensville Airport Board and then forwarded to the Stevensville Town Council for approval and signature by the Mayor and Town Clerk in accordance with § 3-34(3) SMC in order for the Respective Title Company to issue a Lease Hold Owners Policy and Lease Hold Lenders Policy as requested by the Underwriter for the Title Company. This serves also to ensure additional requirements are met per Sections 22 and 25 of the Stevensville Airport Land Lease Agreement.

Stevensville Airport Land Lease

This land lease is made and entered into this 6th day of April 2022 pursuant to Stevensville Town Resolution 478 (attached as Exhibit A), any other approved Town Resolutions and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter "Lessor" and **The Museum of Mountain Flying Inc**, hereafter "Lessee".

I. Purpose

1. Lessor agrees to lease to the Lessee 2,500 square feet of land described as **Block 2, Lot 10** (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 **6th day of April, 2042** 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 **\$0.07** per square foot annually for **2,500** square feet beginning upon the effective date of this lease. The reduced rental rate for not-for-profit aviation museums and aeronautical secondary or postsecondary education programs under a limited exception of the Federal Register Policy and Procedures Concerning the Use of Airport Revenue, Vol. 64, No. 30, 6b and 6c, permits airport operators to charge reduced rental rates and fees, including nominal rates, to not-for-profit aviation museums and aeronautical secondary and post-secondary education programs conducted by accredited education institutions to the extent that the reduction is reasonably justified by the tangible and intangible benefits to the airport or civil aviation. 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 Town of Stevensville 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 no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to the same lease rate 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 \$ N/A 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 due.

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 twenty (20) 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. **Attorneys 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	Eric Komberec Museum of Mountain Flying Inc Missoula International Airport 5225 US Hwy 10, Suite 29 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.



Stevensville Airport Land Lease

VI. Modification and Completeness

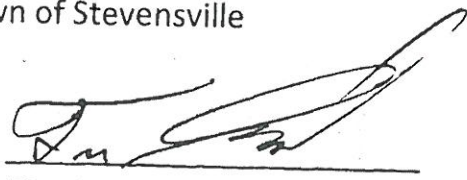
25. **Modification.** This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.

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 6th day of April, 2022

Lessor

Town of Stevensville

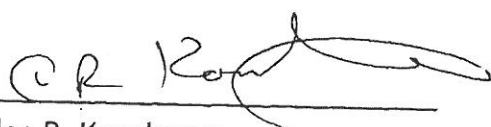
By: 

Tim Snead

Title: Airport Manager

Lessee:

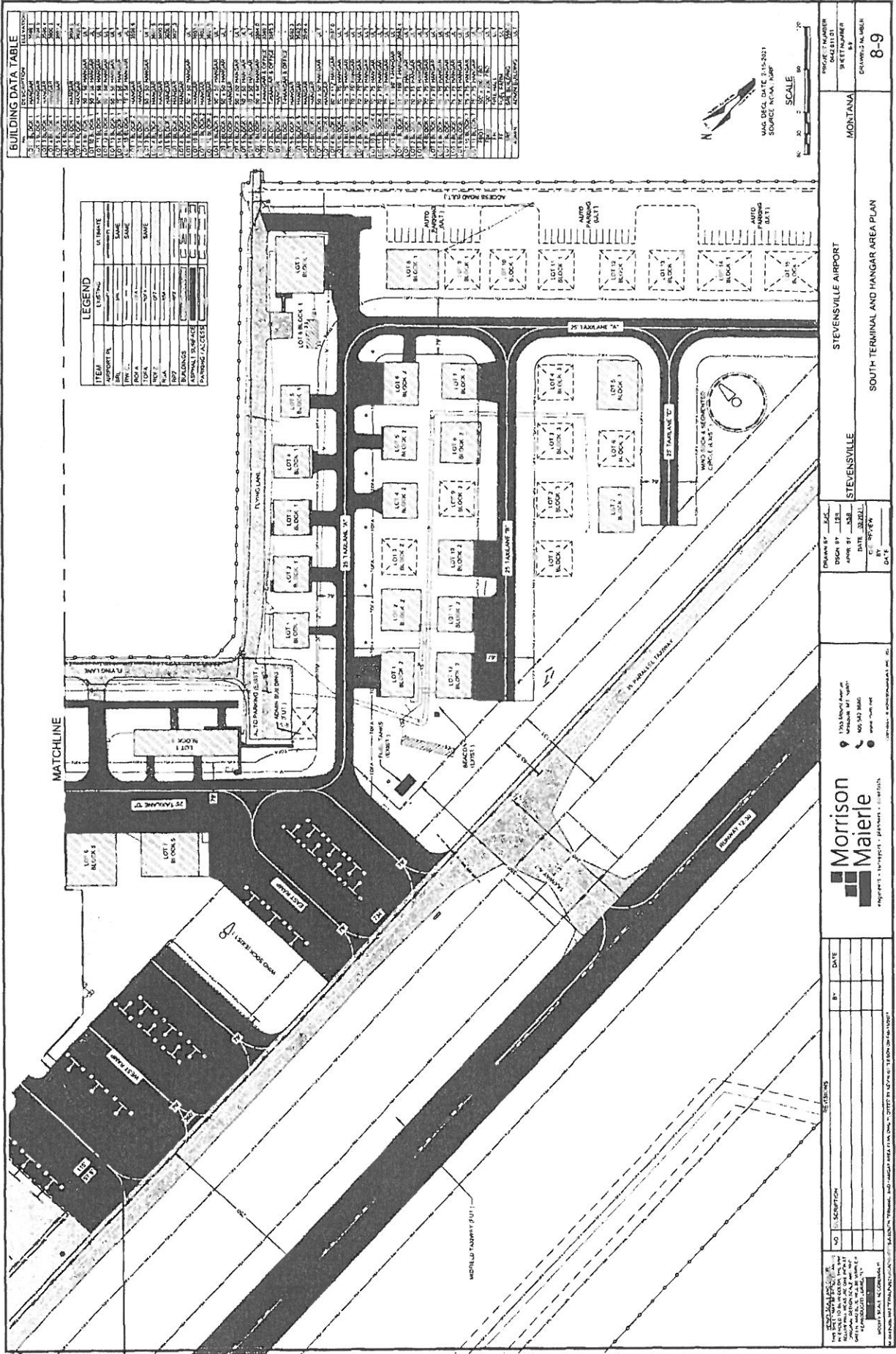
Museum of Mountain Flying Inc.

By: 

Charles R. Komberec

Title: Member, Board of Directors of Musuem of Mountain Flying Inc.





BUILDING DATA TABLE

NO.	DESCRIPTION	REMARKS
1	LOT 1 BLOCK 1	
2	LOT 2 BLOCK 1	
3	LOT 3 BLOCK 1	
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298	LOT 13 BLOCK 16	



April 19, 2022


RE: Termination of Lease between City of Stevensville and Hangar seller, Donald G Lorenzen Jr.

To Whom It Concerns;

Effective with the sale of the 50x50 hangar, B10, on Block 2, Lot 10, to the Museum of Mtn Flying, the existing lease is terminated with the City of Stevensville.

Museum of Mtn Flying has signed a new lease with a 20 year term.

Seller: Donald G. Lorenzen Jr.
Donald G Lorenzen Jr.

Airport Manager: 
Tim Snead

Stevensville Airport Land Lease

V. Termination of Lease

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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.

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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.

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

Lessor
Town of Stevensville

By: _____
Mayor

Attest:

Town Clerk

Lessee

By: _____
By: _____

Sec. 3-34. - Duties of airport board.

The Stevensville Airport Board shall provide recommendations to the town council as pertains to development, operation and maintenance of the airport. Specifically the board shall:

- (1) Along with the airport manager and mayor, develop the airport's annual operating and capital budget to be presented to the town council for adoption;
- (2) Recommend to the town council rates, fees, charges and assessments based upon the capital needs of the airport;
- (3) Review and recommend to the town council approval or denial of all construction and development projects, including hanger construction and leases at the airport;
- (4) Review and recommend for compliance with FAA and town standards initial applications for airport business licenses as required in section 3-36;
- (5) Develop and recommend to the town council periodic updates to the capital improvement program for the airport;
- (6) Work with the airport manager, who is the as liaison with FAA and Montana Aeronautics, in complying with their respective standards, rules and regulations;
- (7) Create and promulgate a set of minimum standards for the airport in accordance with FAA guidelines; and
- (8) Provide assistance, advice and guidance as needed or requested by the mayor, the town council, and the airport manager.

(Ord. No. 141, § 3(4.04.040), 6-13-2013)

TOWN OF STEVENSVILLE P.O. Box 30 206 Buck Street Stevensville, MT 59870 406.777.5271 (T) ext. 4 406.777.4284 (F)		AIRPORT LAND LEASE LOT NO. 10, BLOCK 2	
To: Regina Plettenberg Ravalli County Clerk & Recorder's		From: Denise Philley, Deputy Clerk	
215 South 4 th Street, Suite C Hamilton, MT 59840		Pages: 8 Date: 01-15-2016	
Re: Airport Land Lease			
Comments: Attached check for Airport Land Lease. Please file as a "Permanent File" the enclosed Airport Land Lease and Return to the Town of Stevensville at P.O. Box 30, Stevensville, MT 59870 Thank you so much for your assistance. Denise Philley			
 STATE OF MONTANA RAVALLI COUNTY Page: 1 of 9 DOCUMENT: 695109 PERMANENT FILE RECORDED: 1/19/2016 12:12:09 PM Regina Plettenberg, CLERK AND RECORDER Fee \$5.00 By  Deputy			



Stevensville Airport Land Lease

This land lease is made and entered into this **11th** day of **December, 2015**, pursuant to Stevensville Town Resolution (attached as Exhibit A) and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter "Lessor" and **Don & Jennifer Lorenzen**, hereafter "Lessee" at **6826 Linda Vista, Missoula, Montana 59803**.

I. Purpose

1. Lessor agrees to lease to the Lessee **2500 square feet** of land described as **Lot No. 10 , Block 2** (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 **11th day of December, 2034** 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 **2500 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.

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** .

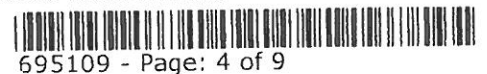
IV. Terms and Conditions

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.



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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	Don & Jennifer Lorenzen 6826 Linda Vista Blvd. Missoula, MT 59803 #406-550-1990

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.



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Stevensville Airport Land Lease

IN WITNESS WHEREOF, the parties hereto have signed this agreement this 11th day of Dec, 2005.

Lessor
Town of Stevensville

By: [Signature]
Mayor

Attest:

[Signature]
Town Clerk

Lessee

[Signature]
By: Don Lorenzen

[Signature]
By: Jennifer Lorenzen



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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.”



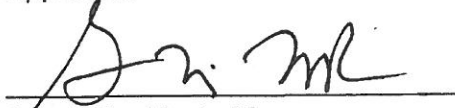
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EXHIBIT A

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



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EXHIBIT A

