



**Stevensville Airport Board Meeting
Agenda for
TUESDAY, APRIL 11, 2023
5:30 PM
206 Buck Street, Town Hall**

1. Call to Order and Roll Call
2. Approval of Minutes
 - a. Airport Board Meeting Minutes, March 2023
3. Airport Business: Discussion/Decision
 - a. Gravel Pit, Funding Source/Mechanism for the Airport
 - b. Don Whitehair Lease Suspension for Payment of Lease for 2 years (2023-2024)
 - c. Budget, Request from the Airport Board to Provide FAA with the Results of the Current Audit as a Sponsor Requirement of all Received Grants
4. Airport Manager's Report
5. Public Comments
6. 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 Board Meeting Minutes, March 2023

**STEVENSVILLE AIRPORT BOARD
MEETING MINUTES**

**MARCH 14, 2023 – 5:30 P.M.
STEVENSVILLE TOWN HALL**

STEVENSVILLE AIRPORT BOARD:

- Craig Thomas – Airport Board Chairman
- Rich Perry
- Dustin Wood
- William Rowe
- Kelli Weed
- Brian Germane
- Cindy Brown – Council Representative

STEVENSVILLE AIRPORT REPRESENTATIVES:

- Tyler Reed – Airport Engineer (MMI)
- Tim Smead – Airport Manager

OTHERS PRESENT:

1. CALL TO ORDER AND ROLL CALL

- a. Meeting began at 5:30 PM

2. APPROVAL OF MINUTES

- a. **Meeting Minutes 02/14/2023.** Minutes from last month were approved.

3. ENGINEER’S REPORT

- a. Tyler updated the Board on the Master Plan Update project. He’s been in discussion preliminarily with Tim and Craig. He provided a couple of examples of how other airports have structured the process to gather feedback and develop a facility plan.

4. AIRPORT BUSINESS: DISCUSSION/DECISION

- a. **Montana Skydive Situation.** Will spoke to the Mayor this morning. The Mayor said the agenda item had been removed. The Mayor said Greg Overstreet spoke to him and said they didn't have skydiving insurance for the town and they went back and forth. Will said the waiver was developed with an attorney who is an aviation attorney, and the waiver is standard across the nation. Will said he’s not speaking as a board member, just as a business owner, he can’t understand why the proposal is dead. Will explained the sponsor assurances address discriminatory issues. If the FAA or Missoula Tower decided the skydiving wasn’t safe, that would be a different story. Otherwise, the Town shouldn't be able to stop it. Will said he contacted Jenelle to try and add it to the agenda again. Will's attorney has been advised with what has happened and is figuring out what has to happen. Will said during one of the previous council meetings, the council made determination for will to work with Overstreet to develop.

Rich - What other airports have skydiving?

Will - Whitefish, Three Forks, maybe Kalispell

Rich - Maybe you can talk to those guys?

Will - Whenever you bring up skydiving to a town, they can be a little reluctant. Therefore they need to educate more, and hopefully they don't need to get the FAA involved. Cliff notes version - it's a mess.

Rich - So there's nothing the Board can do?

Will/Craig - No, just recommend to council.

Will - I sent another email to try and get it on the council meeting for the next meeting.

Cindy - There's a form on the website and you need to get it in by a certain time.

Rich - Who took it off the agenda?

Will - As far as I know, the Mayor did.

Dusty – The Board makes a recommendation to go down to the Town, fill out a form, get a copy. And I've done this numerous times and I feel like it's against some kind of rule or regulation. It shouldn't be up to him to put it on, take it off. I don't know the legalities but it's a public meeting. To me, it's not legal for him to say you can't show up.

Tim - From my perspective is the FAA liability and financial liability that the town would fall under with the grant assurances. You can find many other situations that occurred with FAA etc.

Rich - What's the town's liability if an aircraft crashes on the runway?

Will - That's something I brought up as an analogy. If someone says we don't have insurance for skydiving. Well, we also don't have insurance for Part-135 operations. Overserving at a bar is another example. Messing with the FAA and grant assurances can be very expensive.

Hangar Lease and Update, Whitehair

Craig - I threw this on the Council Agenda but didn't include any explanation. Don had an accident on the airport - they have amputated part of the foot, but have been able to save the remaining part of the foot. Craig is asking for a Board recommendation to the Council by not charging lease payments for a year or so since he spends all his time on his feet. Don has been in and out of the hospital and updated Craig on what's going on. He's the breadwinner for the family, so I would suggest the board bring to the council. Brian made motion to waive his lease for two years. Motion passed. Will will add it to the agenda.

Rich - When did it happen?

Dusty - About a month ago.

Craig - A lathe fell on it and his son was able to jack it off of him. I don't know all of the details.

5. AIRPORT MANAGER'S REPORT

Tim – The only thing I can update the Board on - the guys who were contemplating building an FBO are thinking about steering away from the FBO right now but still work on developing the fuel farm.

Rich - This is the guy from MQS?

Tim - Yes

Rich - it seems like everything the Airport brings forward to the City, the City has a problem with it. It feels like it's two different worlds. I don't understand why the City is so against the Airport. We're one of the fastest growing communities and I can't think of anything negative about the airport.

Dusty - I think you're saying it right. It's gotten a lot worse the last about 5 years.

Craig - It's been very difficult with this current administration.

Dusty- So what do we do?

Rich - I'm open to suggestions. It would be great if the Mayor could attend one of these.

Tim - Maybe you guys could request a meeting with the town council?

Rich - It makes it very difficult for someone looking to build a business up there and you don't know what to expect.

Dusty - Just look at Hamilton. It's growing like crazy. Stevensville, not a lot of interest. No one wants to build here.

Brian - Once they dip their toes in, they see the dysfunction.

Dusty - I wouldn't build there again. I was a good airport then (2006) when I built.

Rich – If you run it properly, it could be a great revenue generator.

Brian - Hamilton is landlocked to a certain degree. So, Cindy what would we have to do to get a meeting with council?

Cindy - I don't know. I apologize I was sick for the last few meetings. I'd have to ask around, it's my first year so I don't know if a meeting with the Council would work or not.

Rich - To me, it means a lot since there's a lot of opportunity.

Dusty - You shouldn't have to fight for something you should be able to do anyway.

Will - There's a lot of potential up on the hill.

Tim - Yes there is a lot of opportunity.

Rich - What happened to the gravel pit?

Tim - My understanding is the Mayor told the County 'no'.

Brian - What about AOPA?

Tim - They've been helpful in the past, they recommend having a podium to present the benefit to the Town with the Airport.

Brian- How do we incentivize a better behavior?

Tim - Showing the council and staff how much money can be utilized by the town. The TIFF is a relatively small portion compared to the actual influence. Having the opportunity to present the whole picture would help get the point across. You're not going to slow the growth. It's getting everyone on the same page you got to have the opportunity to stand in front a podium.

Cindy - Have you tried to be a guest at a council meeting?

Craig - I make lots of comments.

Cindy - There is a "guest" section at the council meeting.

Brian - During public comment?

Cindy - No, it's a "guest" section. I'm not sure how to get that scheduled

Rich - When do they meet?

Cindy - Twice a month. We had a guest around Jan/Feb.

Tim - I'll ask Jenelle. The forest service lease, the Town got excited about that since the dollars are what gets people excited. No one really knows what a FBO but if you tell them how much money could be brought in, they like to see that.

Rich - What kind of financial shape is the City in?

Cindy - I apologize, I was planning on bringing them but didn't get the actual financials. And, we're still going through audit. The council was postponed. The Council is aware, we need to know where we are on the budget. The mayor asked to wait until they get it done.

Tim - They won't present the budget to any meetings until the audit is done.

Tim - I got an email from the FAA since it's been 6 years since they've received a reply about an audit.

Cindy - The 2020 budget is completed.

Rich - How do you operate like that?

Cindy - Go ask the former mayor, ask him how it worked. We had to hire a new accountant to do the audit out of Kalispell, they've been on it since January.

Rich - When are public officials accountable?

Cindy - I think Craig can answer that question, I won't answer. The Guest idea may be an option. You can present whatever, you're a guest to the council.

Craig - Financially, you can't ask any question, they won't have an answer until after the audit.

Tim - I think I blew the whistle earlier when I said I don't know how we're going to keep the lights on.

Cindy - The mayor put us off until the reports are done. The Council's hands are tied. We're trying to get the answers. Maybe you can start working on a presentation.

Craig - This is a failure of the Sponsor of the Airport. I think we go to the FAA and ask do we need to be an airport authority. Hamilton?

Dusty - That might be our best option.

Brian - What are the unintended consequences?

Tim - You can ask the State to take over the airport. Or, airport authority. Those are all dead end roads from my side of it. It would operate better if it was either on the state level or an airport authority. If someone blew the whistle, it would be similar to what the Council is experiencing.

Craig - When will the audit be done?

Cindy - They had a deadline to have reports in, but did not tell council when they would have the reports back to them

Rich - Who at the state level who is in charge of handing out the money.

Tim - Similar to writing your senator, you can write Aeronautics a letter.

Brian - This is pointless, it's fun to get together and talk but it's pointless.

Brian - I hate to leave without a plan. Do we hold a special meeting?

Craig - For the next meeting, everyone bring an idea. An assignment for everyone: you write down the situation you see it, what is the direction we need to go and the options. No emails. It has to be in the public meeting.

Dusty - We can have a meeting here, or a special meeting, but we can't hash it out without it being a public forum.

Tim - I could request that members from the local airport group attend?

Dusty - I've asked them a hundred times.

Cindy - I can invite the Council to the meeting.

Brian - Even just to get some free advice.

Craig - You can call AOPA.

Tim - I've contacted them before, that's something we can do again.

Cindy - I understand what you're saying - when you explain the issues and bring options on how to solve them. The last few weekends I've spent the whole weekend on Council stuff. We're taking the time to review.

Rich - What happened to the guy planning on building all the hangars?

Cindy - What happened to all the work on the leases I did?

Tim - I'm not sure. I'm not sure if Robert is taking care of these still.

Cindy - I emailed the spreadsheet to Robert. For any new ones, I'm not sure, I don't know if they were recorded.

Tim - I don't know what Josh has done, or what has been signed.

Craig - Maybe after 11 months of trying to get a lease, they ended up going somewhere else.

Craig - So for the next meeting we'll come with our ideas, suggestions, and options. Cindy, thanks for coming.

Brian - I think everyone is operating with sincere motives. But it seems like it's a roadblock after another.

Cindy - Maybe posting something at the airport to get the word out?

Tim - If you're a 501c3, you can have an event at the airport. So anyone who wants to have an event at the airport.

Cindy - Is there an event you could tack-on? I'm part of the Mission group. We have volunteers that go and open the place, is there anything with maybe western heritage day that's coming up where you can reach out. Maybe mention the museum or something. Just throwing out ideas. At the Mission, we don't have much money either.

Tim - Like the police dept, the chili cookoff?

Cindy - This Saturday.

Tim - I've thought of ways to have an event (like flying kites, bbq), but couldn't do that without being a 501c3.

Cindy - There's kids that need volunteer time for events. I know FFA kids are always volunteering and raising money. Key Club.

Tim - It wouldn't take anything to call Don Lorenzen to bring a bunch of boy scouts up there and they'd make it happen. Mark has offered that mechanic apprenticeship program.

Brian - What are the limitations for using the airport for any of these functions?

Tim - As an individual/individual group, it's a public airport and you can have an event. That's why I like flying clubs and 501c3s.

Cindy - And the Civil Club, we've worked a lot with them getting in a lot of events coming up, adding info to flyers.

Rich - I would think the newspaper would want to get in on it.

Tim - You could still be a mover and shaker up there, you could still move this airport in the right direction without the town and in theory the town should jump on board. Really, it's gathering people who have an interest in GA.

Brian – The warm weather months are coming up, so now is the time to plan.

Cindy - The once-a-month Saturday series are doing wonders for the organization. It's something maybe 15-20 people are interested... they're over there. That is working well for us. I'm not sure if that's something that would work well for the airport. Maybe something once a month.

Tim - museum of modern flying - could do movie night, car clubs could do some events. WE can do anything we want or what we like to, it's just a matter of getting people to help out.

6. PUBLIC COMMENTS

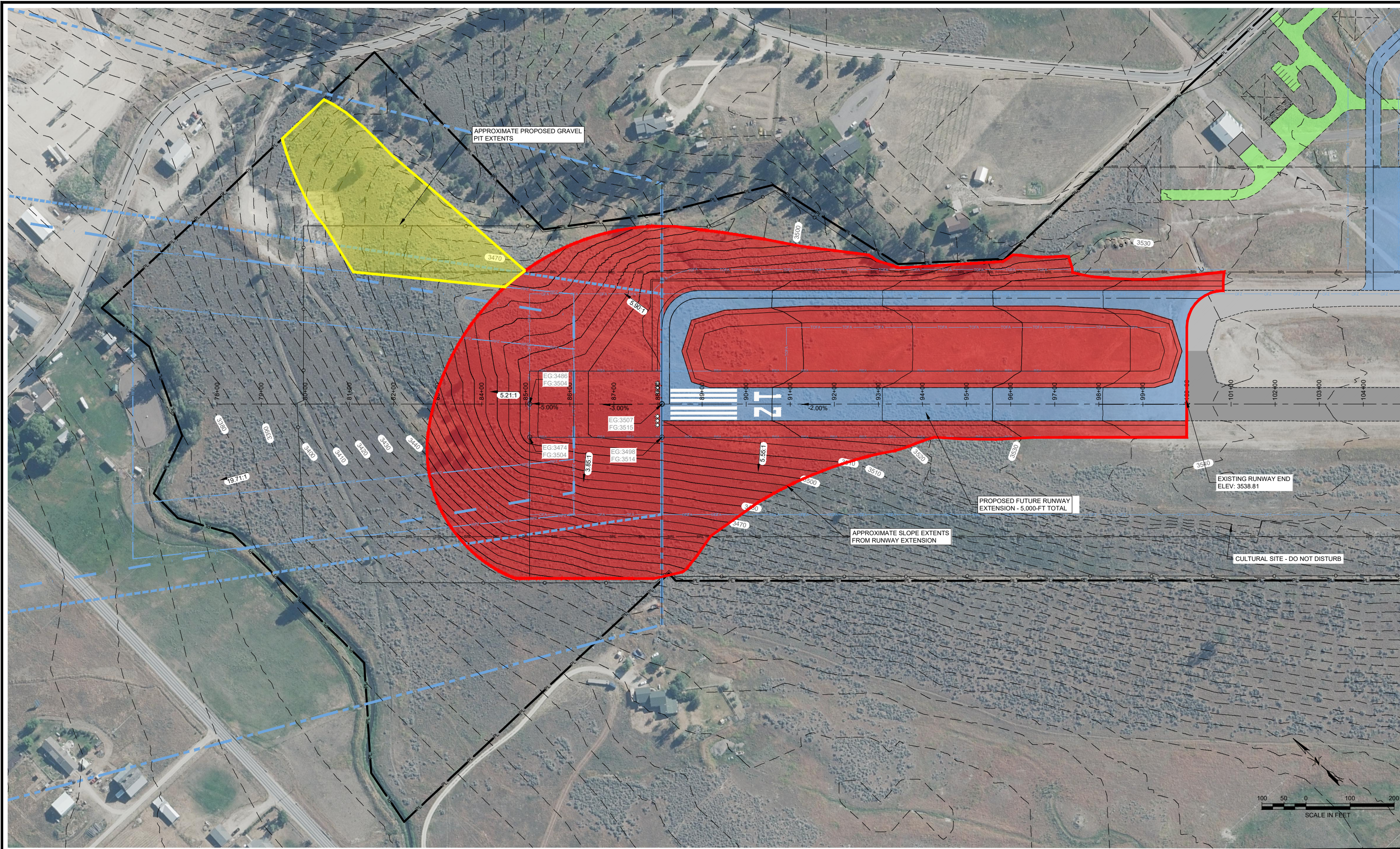
7. ADJOURNMENT

- Meeting Adjourned at 6:41 p.m.

Next Meeting – Tuesday, April 11, 2023 @ 5:30 P.M. (Town Hall).

File Attachments for Item:

a. Gravel Pit, Funding Source/Mechanism for the Airport



VERIFY SCALE AND COLOR!
THIS SHEET MAY BE REDUCED AND IS
INTENDED TO BE IN COLOR. THE BAR
BELOW WILL MEASURE ONE INCH AT
ORIGINAL DESIGN SCALE AND RED,
GREEN, AND BLUE WILL BE VISIBLE IF
REPRODUCED CORRECTLY.

MODIFY SCALE ACCORDINGLY!

REVISIONS				
NO.	DESCRIPTION	BY	DATE	

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DRAWN BY: TSR
DSGN. BY: _____
APPR. BY: _____
DATE: 1/12/2022
Q.C. REVIEW
BY: _____
DATE: _____

STEVENSVILLE AIRPORT
STEVENSVILLE MONTANA
PROPOSED GRAVEL PIT WITH FUTURE RUNWAY EXTENSION

PROJECT NUMBER
0442
SHEET NUMBER
- Page 10 -

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PLOTTED BY: TYLER S. REED ON Jul/13/2022

File Attachments for Item:

b. Don Whitehair Lease Suspension for Payment of Lease for 2 years (2023-2024)



Kelly Olson

Stevensville Airport Land Lease *622351-R*

This land lease is made and entered into this **10th day of January, 2017**, pursuant to Stevensville Town Resolution (attached as Exhibit A) and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter "Lessor" and **Donald Whitehair, Jr.**, hereafter "Lessee" at 367 Airport Road, Stevensville, Montana 59870,

I. Purpose

1. Lessor agrees to lease to the Lessee **5250 square feet** of land described as **Lot No. 4, 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 **10th day of January, 2037** 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 **5250 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 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

- 707548 - Page: 3 of 7
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	Donald Whitehair Jr. Mountain Aero 367 Airport Road Stevensville, MT 59870

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.

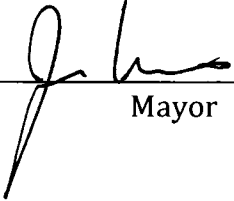
VI. Modification and Completeness

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 23rd day of February, 2017

Lessor
Town of Stevensville

By: 
Mayor

Attest:


Town Clerk

Lessee


By: Donald Whitehair, Jr.



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.

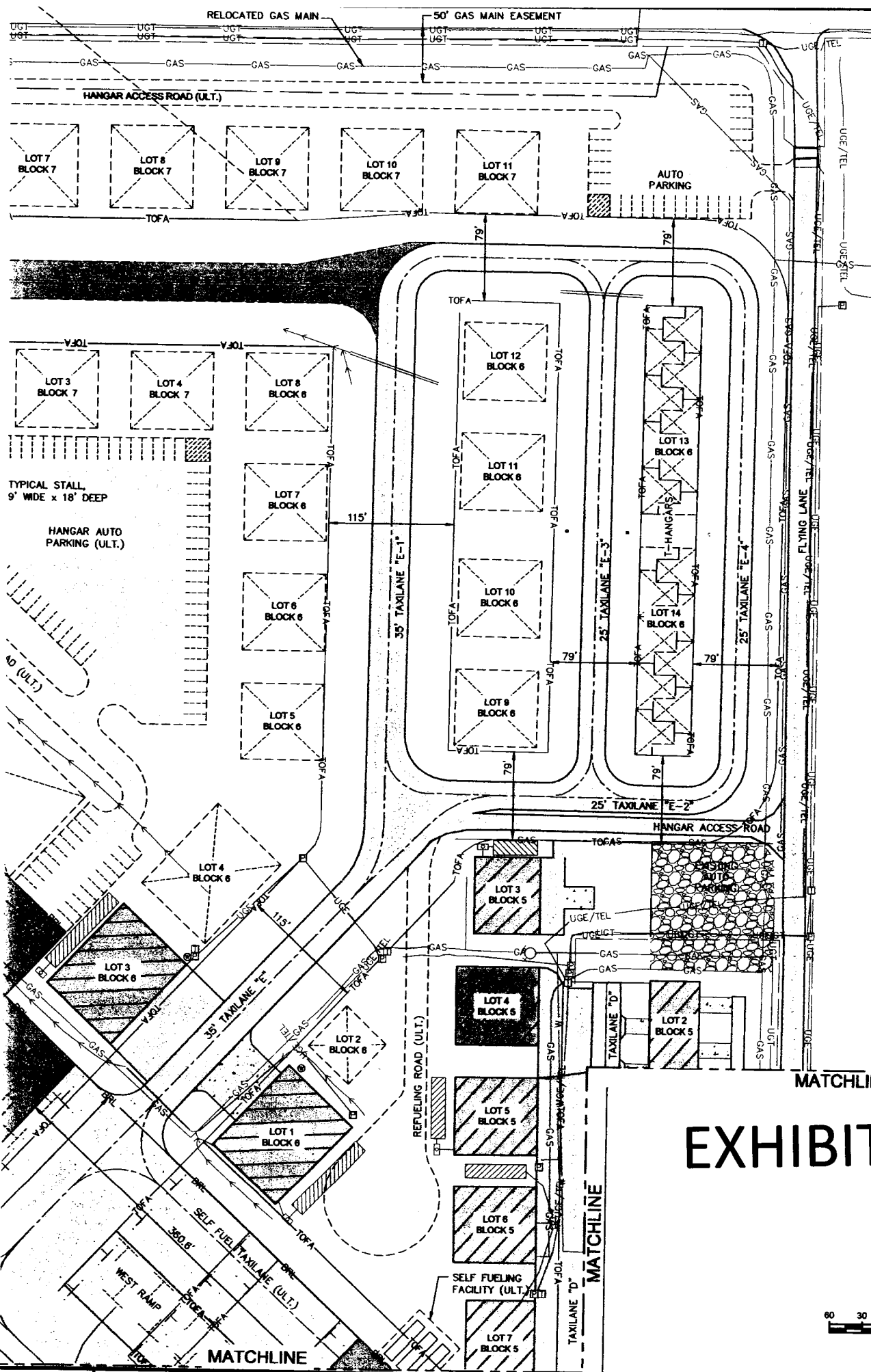
NOW, THEREFORE, BE IT RESOLVED by the Stevensville Town Council that the current rates and charges at the Stevensville Airport be reaffirmed and adopted in accordance with Sec. 3-37 of the Stevensville Municipal Code as set forth below:

- 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

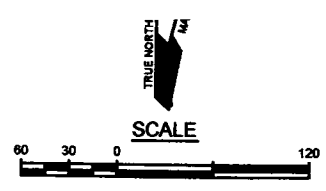


707548 - Page: 6 of 7



BUILDING DATA TABLE		
No.	DESCRIPTION	ELE
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	-	36
LOT 7 BLOCK 1	HANGAR	36
LOT 8 BLOCK 1	HANGAR	36
LOT 9 BLOCK 1	50' x 56' HANGAR	U
LOT 10 BLOCK 1	50' x 56' HANGAR	U
LOT 11 BLOCK 1	50' x 56' HANGAR	U
LOT 12 BLOCK 1	50' x 56' HANGAR	U
LOT 13 BLOCK 1	50' x 56' HANGAR	U
LOT 14 BLOCK 1	75' x 56' HANGAR	U
LOT 15 BLOCK 1	75' x 56' HANGAR	U
LOT 1 BLOCK 2	HANGAR	35
LOT 2 BLOCK 2	HANGAR	35
LOT 3 BLOCK 2	50' x 50' HANGAR	U
LOT 4 BLOCK 2	HANGAR	36
LOT 5 BLOCK 2	HANGAR	36
LOT 6 BLOCK 2	HANGAR	36
LOT 7 BLOCK 2	HANGAR	36
LOT 8 BLOCK 2	HANGAR	36
LOT 9 BLOCK 2	50' x 50' HANGAR	U
LOT 10 BLOCK 2	HANGAR	36
LOT 11 BLOCK 2	HANGAR	36
LOT 12 BLOCK 2	HANGAR	36
LOT 1 BLOCK 3	50' x 50' HANGAR	U
LOT 2 BLOCK 3	50' x 50' HANGAR	U
LOT 3 BLOCK 3	HANGAR	LI
LOT 4 BLOCK 3	50' x 50' HANGAR	U
LOT 5 BLOCK 3	50' x 50' HANGAR	U
LOT 6 BLOCK 3	50' x 50' HANGAR	U
LOT 7 BLOCK 3	50' x 50' HANGAR	U
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	U
LOT 3 BLOCK 6	HANGAR	U
LOT 4 BLOCK 6	80' x 100' HANGAR	U
LOT 5 BLOCK 6	70' x 75' HANGAR	U
LOT 6 BLOCK 6	70' x 75' HANGAR	U
LOT 7 BLOCK 6	70' x 75' HANGAR	U
LOT 8 BLOCK 6	70' x 75' HANGAR	U
LOT 9 BLOCK 6	70' x 75' HANGAR	U
LOT 10 BLOCK 6	70' x 75' HANGAR	U
LOT 11 BLOCK 6	70' x 75' HANGAR	U
LOT 12 BLOCK 6	70' x 75' HANGAR	U
LOT 13 BLOCK 6	51' x 189' T-HANGAR	U
LOT 14 BLOCK 6	51' x 189' T-HANGAR	U
LOT 1 BLOCK 7	70' x 75' HANGAR	U
LOT 2 BLOCK 7	70' x 75' HANGAR	U
LOT 3 BLOCK 7	70' x 75' HANGAR	U
LOT 4 BLOCK 7	70' x 75' HANGAR	U
LOT 5 BLOCK 7	75' x 75' HANGAR	U
LOT 6 BLOCK 7	75' x 75' HANGAR	U
LOT 7 BLOCK 7	75' x 75' HANGAR	U
LOT 8 BLOCK 7	75' x 75' HANGAR	U
LOT 9 BLOCK 7	75' x 75' HANGAR	U
LOT 10 BLOCK 7	75' x 75' HANGAR	U
LOT 11 BLOCK 7	75' x 75' HANGAR	U
FB01	100' x 200' FBO	U
FB02	100' x 200' FBO	U
FH	FIRE HALL	U
FF	FUEL FARM	U
SRE	SRE BUILDING	U

EXHIBIT B



707548 - Page: 7 of 7

DRAWN BY: TSR
 DSGN BY:
 APPR BY:

STEVENSVILLE AIRPORT

NUM 0442
 SHEET NUMBER

Don Whitehair Lease Suspension for Payment of Lease for 2 years (2023-2024)

This is Block 5 Lot 4, see attached document.

A modification to suspend the lease payment of lease as per section 26 on said leased for the years of 2023 and 2024. The reasoning and justification is as follows:

Lessee has been on the airport board for more than 5 years, has provided funding for entrance to the airport to be paved, has secured materials for fencing and installed such, has provided materials and installation of airport parking area, and etc.

Lessee has suffered a work related accident resulting in a partial foot amputation which will disable him for the next several month/years.