

CITY/COUNTY JOINT AIRPORT BOARD  
MEETING AGENDA  
**April 25, 2017**  
**Mission Field, Livingston**  
**12:00 noon**

ORDER OF AGENDA ITEMS:

1. Call meeting to order – Chairman
2. Approval of Minutes for the previous meeting
3. Unfinished Business
  - Gardiner Oil Spill Update
  - Discussion Gardiner Airport Cleanup
    - Barrels & Trailer- (see attached letter to owner)
    - Log Cabin
  - Discussion/ Decision- Action on Dilapidated Hangar (see attached lease)
  - Access Road Sign Follow-up (attached email from Lance)
4. New Business
  - Used Mower At Frontline Ag
  - Budget Review
  - Increase in hours for Board Secretary
5. Comments from City/County Commissioners
6. Maintenance Report
7. Board Member Reports
8. Safety
9. Public Comment
10. Audit Claims
11. Next Meeting May 23, 2017 12:00 noon at Mission Field
12. Adjourn



April 4, 2017

Bill Chapman  
P.O. Box 351  
Gardiner, MT 59030

RE: Expiration of Lease and Removal of Mobile Home and Barrels at the Gardiner Airport

To Mr. Chapman:

Park County has become aware that your lease at the Gardiner Airport for a mobile home and various barrels has expired. Park County does not desire to renew your lease for the mobile home and the various barrels. As such, the mobile home and various barrels must be removed from the Gardiner Airport. Due to the expiration of the lease for the mobile home any occupation of the mobile home for any purposes is not authorized.

This letter is to inform you that you have thirty (30) days to remove the barrels and sixty (60) days to remove the mobile home from the Gardiner Airport. If the barrels and/or the mobile home are not removed from the Gardiner Airport within the time allowed then Park County may seek other remedies to remove the items including, but not limited to, selling of the mobile home and barrels, destroying the property, and/or litigation,

If you have any questions regarding this letter please contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Shannan M. Piccolo".

Shannan M. Piccolo  
Deputy Park County Attorney

c: Park County Commission  
City/County Airport Board

GARDINER AIRPORT GROUND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2015, by and between the CITY/COUNTY JOINT AIRPORT BOARD, Park County, Montana, hereinafter referred to as the Lessor; Mark Blomquist of P.O. Box 185, Gardiner, MT 59030, hereinafter referred to as the Lessee:

## WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, does by these presents Lease and demise unto the said Lessee the following described property situated upon Gardiner Airport of the City-County Joint Airport and Park County. The leased area is more specifically described as:

A parcel of land located at the Gardiner Airport, Park County, Montana, approximately 50x30 (1500) square feet, more particularly described in the photo attached hereto, marked Exhibit "A" and made a part hereof.

Unless terminated as provided in Paragraph 2. Upon agreement of both parties, this Lease can be extended for an additional forty (40) year period. At the end of the term, the hangar and any other improvements to the real property shall revert to the Lessor.

RENT: Lessee shall pay a rental fee in the amount of Seventeen Cents (\$0.17) per square foot per year which shall be paid on an annual basis on the 1st day of July. Lessor and Lessee shall review the rental fee after the first year of this Lease. Thereafter, Lessor and Lessee shall review the rental rate and the Lease every three (3) years. Rental rate increases every three (3) years shall be no less than \$.02 per square foot per year and not more than \$.04 per square foot per year. Lessee shall also pay all personal and real property taxes imposed due to this Lease.

POSSESSION: Lessee shall have possession on the date first written above, and shall have exclusive possession during the term of this Lease except that Lessor or its designated representative may make inspections to determine the conditions of the leased premises and whether any waste or unsafe condition exists.

IT IS FURTHER UNDERSTOOD AND AGREED, by and between the parties hereto, as follows, to wit:

1. That Lessor shall not be responsible to Lessee for any claims on account of damages to Lessee or its property or employees arising from the manner of storage of its airplane and other personal property, due to fire, condition of Lessor's flying field or flying facilities, failure of Lessor to provide lighting for night flying, the use made of such Joint Airport by any other person or persons, or the quality or condition of any gasoline, oil, supplies, service or parts furnished to Lessee by Lessor. Additionally, Lessor shall not be responsible for any damage or actions arising from Lessee's negligence. Lessee shall obtain its own insurance policy, shall name Lessor as an additional insured on its liability and property damage insurance and provide proof of such insurance and any renewals to Lessor.

Further, Lessee shall indemnify and hold Lessor harmless for any liens, claims for damages or suits by third parties against Lessee or its agents, representatives or employees. If Lessee's property is liened by a third party and said lien encumbers any property or rights of Lessor, Lessee shall be responsible for removing said lien as to Lessor's interest.

2. Lessor shall have the right to immediately terminate this Lease without notice if Lessee shall fail to meet all regulatory requirements for the construction of the hangar or any other building as set forth above or shall maintain the hangar or any other building in an unsafe condition that cannot be corrected by the Lessor and jeopardizes Lessor's other real property or improvements. Upon such termination, Lessor shall notify Lessee in writing to remove its airplane and other equipment from said hangar within thirty (30) days and after said period of time, the hangar and any equipment left in the

hangar shall become the property of the Lessor.

3. Lessor, in addition to any lien provided by law, shall have the right to a lien for all costs, attorney's fees, rent, taxes and for the payment of all money as provided in this Lease to be paid by the Lessee. This lien may attach on any personal property, including the hangar, airplanes or any equipment kept or used in the said hangar, whether the same is exempt from execution or not, and such lien shall continue until the amounts due are paid, and may be enforced by the procedure for the enforcement of liens or in any other manner.

4. Lessor, or its designated representative, has the right to enter and inspect the premises upon giving twenty-four (24) hours notice to Lessee. Notice may be given personally or by certified or registered mail, return receipt required. Lessor shall inspect to insure that no waste is being committed on the premises and that no unsafe condition exists. Lessor shall, upon finding that an unsafe condition exists, have the right to enter the premises and correct the problem at Lessee's expense.

5. Lessee shall not assign this Lease, nor the unexpired term thereof, nor shall any of the property be sublet without the consent of the Lessor first obtained in writing.

6. In the event of a dispute between the parties regarding the terms and conditions of this rental agreement, the successful party shall be awarded its costs and reasonable attorney fees. The venue for any dispute arising under this Lease shall be the Sixteenth Judicial District Court, Park County, Montana.

7. Compliance with Local, State and Federal Laws: The parties must comply with all applicable state and federal laws, including, but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, and Section 504 of the Rehabilitation Act of 1973. The Lessee further agree to comply with the laws of the State of Montana affecting the use of the premises and to assume all legal responsibility stemming from failure or refusal to do so.

Lessee may be responsible for personal property taxes pursuant to Section 15-24-1203(d), MCA, and/or any other provision provided by state law.

8. Severability Clause: If any provision of this contract is held to be illegal or void, the validity of the remaining terms shall not be affected. Any agreement hereafter made shall not be effective to modify this Lease Agreement unless it is in writing and signed by both parties.

9. Binding Effect: All covenants and agreements contained in this Lease shall extend to and be obligatory upon the heirs, executors, administrators and personal representatives or assigns of the respective parties.

10. Time is made of the essence hereof.

IN WITNESS WHEREOF, the said City/County Joint Airport Board has caused this Agreement to be executed by its proper officers, and the Lessee has caused the same to be executed by its president and attested to by its secretary, the day and year first above written.

CITY/COUNTY JOINT AIRPORT BOARD

BY Kerry J. Duke  
Its Chairman

LESSOR

Attest: Jessie M. Miller

BY Mark S. L. C.

LESSEE

Attest: Dawn L. Blomquist

Gardiner Airport Leasee Map 2015



**From:** Joe.Nye@faa.gov [mailto:Joe.Nye@faa.gov]  
**Sent:** Tuesday, April 04, 2017 3:48 PM  
**To:** lance@rpa-hln.com  
**Cc:** APClerk <apclerk@parkcounty.org>  
**Subject:** RE: LVM Site Visit

Excellent. Thanks to you and the airport I think this is reasonably addressed until future opportunity for a more substantial adjustment can be made. I appreciate you all staying on top of this.

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**From:** Lance Bowser [mailto:lance@rpa-hln.com]  
**Sent:** Tuesday, April 04, 2017 3:27 PM  
**To:** Nye, Joe (FAA)  
**Cc:** [apclerk@parkcounty.org](mailto:apclerk@parkcounty.org)  
**Subject:** RE: LVM Site Visit

Confirmed. They are located way back where the gravel access road, around the "4" threshold, departs from the paved airport access road. Well outside of even the future parallel taxiway and taxilane OFA's.



**Lance D. Bowser, P.E. | Project Manager**

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**From:** Joe.Nye@faa.gov [mailto:Joe.Nye@faa.gov]  
**Sent:** Tuesday, April 04, 2017 2:18 PM  
**To:** Lance Bowser <lance@rpa-hln.com>  
**Cc:** [apclerk@parkcounty.org](mailto:apclerk@parkcounty.org)  
**Subject:** RE: LVM Site Visit

I can pretty much tell from the photos, but to be safe, please confirm that the signs are positioned outside of the OFA of all runways and taxiways and that they do not penetrate any operational surfaces.

Thanks,  
Joe  
(406) 449-5719

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**From:** Lance Bowser [mailto:lance@rpa-hln.com]  
**Sent:** Monday, April 03, 2017 1:11 PM  
**To:** Nye, Joe (FAA)  
**Cc:** Noreen Berg ([apclerk@parkcounty.org](mailto:apclerk@parkcounty.org))  
**Subject:** LVM Site Visit

Joe,  
Please see attached photos. Livingston installed a couple of signs at the entrance to the maintenance road, which access the weather station. As you noted, the road is within the RSA at the Runway "4" threshold and within the OFA headed east to the weather station. These signs should aid in maintaining the road is only utilized by authorized personnel with proper radio communication equipment. The road was installed by the FAA a long time ago, along with the road to the VOR. This road could be mostly relocated in the future (at least the portion running parallel to the runway), as part of a fencing project, but there is no immediate plans to do that as a "stand-alone" project. Please let us know if you need anything additional.

Sincerely,  
**Lance D. Bowser, P.E. | Project Manage**