

Billings City Administrator Weekly Report

April 24, 2020

- 1. Monday's COVID-19 Update** - Monday's update will include Chief Health Official John Felton and Steve Arveschoug the Economic/Recovery Branch Director.

City Department Changes regarding Phase 1 of Re-Opening the Big Sky:

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|----------------------------|--|
| • Administration | No changes; current alternative practices |
| • Airport | No changes; current alternative practices |
| • Billings Fire | No changes; current alternative practices |
| • Billings Police | No changes; current alternative practices |
| • Billings Public Library | Deep clean of the collection; initiate curbside services May 4, 2020 |
| • City Clerk | No changes; current alternative practices |
| • Finance | No changes; current alternative practices |
| • Human Resources | No changes; current alternative practices |
| • Information Technology | No changes; current alternative practices |
| • Legal | No changes; current alternative practices |
| • MET | Free fare continues through May |
| • Municipal Court | No changes; current alternative practices |
| • Parks & Recreation | No changes; current alternative practices |
| • Planning & Comm Services | No changes; current alternative practices |
| • Public Works | No changes; current alternative practices |

COVID-19 Information:

- Governor's Directive - Reopening Phase One
- Reopening Montana Phased Approach

- 2. Real Estate Transfer Agreement** – The April 27th City Council Meeting agenda item 3 Land Purchase for Airport Runway Protection with FAA Administrative Settlement did not include the Real Estate Transfer Agreement. Please find the Real Estate Transfer Agreement attached.
- 3. Billings Mustangs** – We need your help – In addition to being one of our greatest cultural assets, the Billings Mustangs are a small business. Like most small businesses, they are under tremendous stress under our current circumstances. As congress continues making decisions to help our struggling citizens and businesses – keep the Mustangs in mind. Prior to COVID-19 Major League Baseball (MLB) proposed ending its relationship with 42 minor league teams including the Mustangs. Any federal dollars that help MLB should also require that the small businesses of the minor league, not just MLB, be saved. Billings is a “baseball town”! Our residents have invested millions of dollars in ballfields throughout our community in addition to Dehler Park. Please make sure our national delegation understands just how important the Mustangs are to Billings.

- 4. Fire Department News** - I wanted to pass on a little piece of good news. The Billings 911 Center and Fire Department had a successful CPR save that occurred on "A" shift, April 14, 2020, involving the Truck 1 crew. This specific call is successful on many levels, the first being Early CPR guidance was given by the 911 dispatcher. The Fire Department had a double paramedic crew operating on the truck along with a full complement of Advanced Life Support equipment- this allowed the crew to both defibrillate the patient and perform an initial 12 lead ECG to look for causation of the heart arrhythmia. The addition of Billings Fire Department Paramedics has allowed the Public/Private partnership that exists between AMR and Billings Fire to cover "gaps" that sometimes occur in the EMS system.
- 5. TIF Districts** – the council recently received an e-mail from a county resident regarding the TIF District and funding for one-way street conversions. The email stated that "If the downtown TIF District generates the \$12 - \$19 million estimated (as I recall) for the conversion, those dollars are available to the council whether the TIF District extends or not. The 3 TIF Districts keep \$12.6 million per year of tax dollars from the General Fund." This statement is not accurate. The TIF Districts receive the following in increment (FY19 amounts): Downtown - \$2,282,884; South - \$3,184,108; East - \$730,149 for a total of \$6,197,141. Of these amounts, approximately 23% is a result of City Mill Levies. Of that amount (\$1,415,069) only 46% or \$654,387 would go to the General Fund (74 mills/160.02 mills).

Stay safe, social distance and have a wonderful weekend!

OFFICE OF THE GOVERNOR

STATE OF MONTANA

STEVE BULLOCK
GOVERNOR

MIKE COONEY
LT. GOVERNOR



TO: Montanans; all officers and agencies of the State of Montana
FROM: Governor Steve Bullock
DATE: April 22, 2020
RE: Directive implementing Executive Orders 2-2020 and 3-2020 and providing guidance for the phased reopening of Montana and establishing conditions for Phase One

This Directive provides for the phased reopening of Montana. It establishes guidance applicable to all phases and provides direction for Phase One, including lifting the Stay at Home Directive and reopening non-essential businesses. It also provides local school boards the flexibility to make decisions about the remainder of the academic year.

Executive Orders 2-2020 and 3-2020 declare that a state of emergency exists in Montana due to the global outbreak of COVID-19 Novel Coronavirus.

For the duration of the emergency, § 10-3-104(2)(a), MCA, provides authority to the Governor to “suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or orders or rules of any state agency if the strict compliance with the provisions of any statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency or disaster.” Further, the statute authorizes the Governor to “control ingress and egress to and from an incident or emergency or disaster area, the movement of persons within the area, and the occupancy of premises within the area.” Section 10-3-104(2)(c), MCA.

In addition, Montana’s public health laws authorize the Department of Public Health and Human Services (DPHHS or Department), acting under the Governor’s direction, to “issue written orders for correction” of “conditions of public health importance,” to “prevent and mitigate conditions of public health importance” through measures including “isolation and quarantine” and “abatement of public health nuisances.” Section 50-1-202, MCA. The Department, under the Governor’s direction, may take action to correct public health deficiencies in “buildings or facilities where persons assemble.” Section 50-1-203, MCA. The Department, under the Governor’s direction, is also authorized to impose quarantine and isolation measures to protect public health. Section 50-1-204, MCA. Montana law provides that these authorities will be utilized to respond to an “outbreak of disease,” § 10-3-103(4), MCA, and to “limit the transmission of the communicable disease.” *See, e.g.*, § 50-1-101(6), MCA.

On March 15, 2020, I issued a Directive closing non-residential public schools in Montana through March 27. On March 24, I extended non-residential public school closures through April 10 by Directive. The March 24 Directive also closed certain on-premises dining and beverage businesses while expanding and encouraging delivery, takeout, and drive-up options through April 10. On March 26, 2020, I issued a Directive providing that, to the maximum extent possible, all individuals stay at their home or place of residence unless engaging in certain essential activities or functions through April 10. This Directive also required the temporary closure of non-essential businesses, provided social distancing requirements, and limited non-essential travel. On March 30, I issued a Directive limiting evictions, foreclosures, and disconnections through April 10. On March 30, I also issued a Directive requiring a 14-day self-quarantine for individuals arriving in Montana for non-work-related

travel through April 10. On April 7, I extended these Directives through April 24. I also issued a Directive providing additional guidance related to evictions and providing a rent assistance program on April 13, effective through April 24. I have also issued other Directives that, unlike these, are effective for the duration of the state of emergency.

Montana's response to COVID-19 has been necessary to slow the spread of new infections. These efforts have been effective. To date, our health care system has not been overwhelmed and we continue to work to increase our testing capacity. Through the collective efforts of all Montanans to reduce the transmission of COVID-19, Montana now has one of the lowest per capita rates of infection in the United States. Accordingly, this Directive provides guidelines for a phased reopening of Montana.

I have developed this approach based on scientific evidence and data, and in consultation with public health experts, healthcare providers, business leaders, and emergency management professionals. This phased approach is based on up-to-date data and statewide preparedness. It mitigates the risk of resurgence. It protects the most vulnerable. It can be implemented on a statewide, tribal, or county-by-county basis. And it contains the ability to adjust phases based on local or regional conditions.

Local officials should coordinate on a regional basis and continue to assess the conditions in their jurisdictions. As with prior Directives, nothing in this Directive prohibits local public health authorities from adopting more restrictive approaches based on local need.

This is the first step in Montana's reopening. I stress, however, that individual responsibility—such as good hygiene and strict adherence to social distancing—remains Montana's best tool in the fight against new infections. This Directive is not an invitation to forget the lessons that Montana has learned in its fight against COVID-19 these past months. Rather, it is a framework to apply those lessons as we move toward a new normal. In so doing, we must continue to place a special emphasis on protecting those in Montana most vulnerable to complications from COVID-19. That crucial work demands a collective effort by all Montanans. By continuing to take these measures seriously, we protect our family, friends, and neighbors as Montana begins to emerge from its initial encounter with COVID-19.

In consultation with public health professionals, healthcare providers, business leaders, and emergency management professionals, I have determined that the phased reopening approach described in this Directive is necessary in coping with and responding to the emergency.

Therefore, in accordance with the authority vested in me under the Constitution, Article VI, Sections 4 and 13, and the laws of the State of Montana, Title 10, Chapter 3 and Title 50, Chapter 1, MCA, and other applicable provisions of the Constitution and Montana law, I hereby direct the following measures be in place in the State of Montana effective immediately, except where specified:

Stay at Home Directive to Expire

- As detailed in this Directive, the Stay at Home Directive is extended for individuals until Sunday, April 26 and for non-essential businesses until Monday, April 27, except as provided herein (e.g., bar and restaurant closures extended to May 4).
- This Directive supersedes the Stay at Home Directive and any other gubernatorial Directive, to the extent there is any conflict.

Other Directives to Continue

- The March 30 Directive providing mandatory quarantine for certain travelers arriving in Montana from another state or country and all of its terms are extended through the end of the emergency, unless modified by subsequent Directive.
- The March 30 and April 13 Directives providing measures to limit foreclosures, evictions, and disconnections from service and all of their terms are extended through May 24, unless modified by subsequent Directive, except as follows:
 - For individuals who are members of a vulnerable population and who, pursuant to this Directive, remain sheltered at home, the protections of the March 30 and April 13 Directives will expire 30 days after the individual ceases to shelter at home or at the end of the emergency, whichever is sooner.
 - The rent assistance program remains in effect for the duration of the emergency.
- All Directives set to expire at the end of the emergency retain their effective date and terms except to the limited extent their provisions are in conflict with the terms of this Directive.

Progression Between Phases

- The approach to reopening Montana will occur in phases, beginning under this Directive with Phase One.
- The duration of each phase will be regularly evaluated in close consultation with public health and emergency management professionals. Factors considered in moving from one phase to the next include the ability for public health professionals to monitor new cases adequately and conduct contact tracing. Hospitals must maintain the ability to treat all patients safely, both COVID-19 patients and those with other health conditions. Montana must maintain its ability to screen and test all people with COVID-19 symptoms and maintain sufficient levels of personal protective equipment.
- Negative indicators in these areas may result in the need to re-implement certain restrictions or take other protective measures.

Guidance Applicable to All Phases

- Individuals should continue to practice good hygiene by adhering to the following guidelines:
 - Wash your hands with soap and water or use hand sanitizer, especially after touching frequently used items or surfaces.
 - Avoid touching your face.
 - Sneeze or cough into a tissue, or the inside of your elbow.
 - Disinfect frequently used items and surfaces as much as possible.
 - Strongly consider using non-medical face coverings while in public, especially in circumstances that do not readily allow for appropriate physical distancing (e.g., grocery/retail stores, pharmacies, public transportation).
- People who feel sick should stay at home.
 - Do not go to work or school.
 - Contact and follow the advice of your medical provider.
 - Follow local health department guidance on isolation and quarantine.

- Employers should:
 - Develop and implement appropriate policies, in accordance with federal, state, and local regulations and guidance, and informed by industry best practices, regarding:
 - Social distancing and protective equipment.
 - Temperature checks and/or symptom screening.
 - Testing, isolating, and contact tracing, in collaboration with public health authorities.
 - Sanitation.
 - Use and disinfection of common and high-traffic areas.
 - Monitor workforce for indicative symptoms. Do not allow people with symptoms of COVID-19 to work.
 - Collaborate with public health officials when implementing policies and procedures for workforce contact tracing following an employee's COVID-19 positive test result.

Phase One: Individuals

- The Stay at Home Directive is extended for individuals until April 26. Effective Sunday, April 26:
 - All vulnerable individuals should continue to follow the stay at home guidance.
 - Members of households with vulnerable residents should be aware that by returning to work or other environments where distancing is not practical, they could carry the virus back home. Precautions should be taken to isolate from vulnerable residents.
 - "Vulnerable Individuals" is defined as people over 65 years of age, people with serious underlying health conditions, including high blood pressure, chronic lung disease, diabetes, obesity, or asthma, and people whose immune system is compromised such as by chemotherapy for cancer or other conditions requiring such therapy.
 - All individuals, apart from members of a household, should:
 - When in public (e.g., parks, outdoor recreation areas, shopping areas), maintain at least six feet of physical distance from others.
 - Avoid gathering in groups of more than 10 people in circumstances that do not readily allow for appropriate physical distancing.
 - Minimize non-essential travel and adhere to Montana guidelines regarding quarantine.

Phase One: Employers

- Except as otherwise specified in this Directive, the mandatory closure of non-essential businesses provided in the Stay at Home Directive is extended until April 27.
 - Following the expiration of the Stay at Home Directive, businesses are no longer designated essential or non-essential, except as otherwise provided in this Directive.
- Effective Monday, April 27, employers should:
 - Continue to encourage telework whenever possible and feasible with business operations.
 - When telework is not feasible, employers are encouraged to accommodate alternative work schedules such as shift work and staggered scheduling in order to adhere to social distancing guidelines.
 - Close common areas where personnel are likely to congregate and interact, or enforce strict social distancing protocols.

- Minimize non-essential business travel.
- Make special accommodations for members of a vulnerable population or those with vulnerable household members.
- Businesses that reopen must adhere to the reopening guidelines for Phase One provided in Appendix A, attached.

Phase One: Specific Types of Employers/Activities

- Effective Sunday, April 26:
 - Places of worship can become operational with reduced capacity and where strict physical distancing protocols can be maintained between non-household members.
 - Places of worship should avoid gathering in groups of more than 10 people in circumstances that do not readily allow for appropriate physical distancing.
- Effective Monday, April 27:
 - Main Street and retail businesses can become operational with reduced capacity and where strict physical distancing protocols can be maintained.
 - Businesses that reopen must adhere to the reopening guidelines for Phase One provided in Appendix A, attached.
 - Outdoor recreation can become operational if sites adhere to strict physical distancing between groups and exercise frequent sanitation protocols if public facilities are open.
 - Individuals and businesses engaged in outdoor recreation must adhere to the outdoor recreation guidelines for Phase One provided in Appendix A, attached.
 - Organized youth activities can consider becoming operational if physical distancing guidelines can be implemented.
 - Organized youth activities should avoid gathering in groups of more than 10 people in circumstances that do not readily allow for appropriate physical distancing.
- Effective Monday, May 4:
 - Restaurants, bars, breweries, distilleries, and casinos can become operational on or after May 4, 2020 under strict physical distancing and reduced capacity protocols in accordance with State guidelines.
 - These businesses will be required to close their doors and have all patrons out by 11:30 p.m. Breweries and distilleries shall follow existing laws on closing time.
 - The expansions for delivery and takeout services, as provided both in the March 24 and March 26 Directives, are extended through the end of the emergency.
 - In addition, restaurants, bars, breweries, distilleries, and casinos that reopen must adhere to the general and specific guidelines provided in Appendix A, attached.
- Effective immediately through the end of the emergency, unless modified by subsequent Directive:
 - Gyms, pools, and hot tubs remain closed.
 - Other places of assembly remain closed (*e.g.*, movie and performance theaters, concert halls, bowling alleys, bingo halls, and music halls).
 - Senior living or assisted living facilities must continue to prohibit visitors. Those who do interact with residents and patients must ensure strict protocols regarding hygiene and protection are followed.

- This includes daily screening of staff for symptoms and preventing ill workers from working.
- Child care facilities can remain operational but should follow state and local guidelines regarding operational levels and occupancy. The operational requirements in the April 1, 2020 Directive on child care remain in effect.

Local Control of School Closure Beginning May 7

- All non-residential public schools are closed through May 6 and will continue to be eligible for a waiver of pupil-instruction time and receive associated state funding through the funding mechanism described in prior Directives.
- Beginning May 7, all schools have the option to return to in-classroom teaching delivery, at the discretion of local school boards.
 - The intent of this provision is to allow local control over decisions about the provision of quality public education to students in Montana, while assuring that school districts will continue to receive full funding support from the state to provide learning.
 - The mechanism for a gubernatorial waiver of student-instruction time will expire.
 - However, nothing in this Directive prevents a local school board from declaring a local emergency as provided in § 20-9-806, MCA. Local boards and their districts that do so will continue to receive all state funding, including transportation funding.
- The State recognizes that if a school reopens for in-person instruction, reopening will require the district to make adjustments and create plans, policies, and procedures. Schools that plan to reopen should consult the school reopening guidelines provided in Appendix A, attached.
- In addition, if schools plan to reopen they should consider:
 - Implementing an alternative educational delivery model that includes a mix of in-person and remote learning.
 - Providing focused individual education, especially for at-risk students.
 - How to reconnect and meet the educational needs of students who fall behind in a remote learning environment.
 - The importance of maintaining the connection between students, teachers, and parents.
 - The important role that schools play in the health of students, families, and communities.
 - Graduation environments that can meet the social distancing requirements.

Directive Is Public Health Order and Enforceable By County Attorney

- This Directive, along with any prior Directive that implements and references the public health authorities of the Department of Public Health and Human Services (DPHHS) provided in Title 50, constitutes a “public health . . . order[]” within the meaning of § 50-1-103(2), MCA, and is enforceable by the Attorney General, DPHHS, a county attorney, or other local authorities under the direction of a county attorney.

Local Public Health Agencies to Assist in Administration of this Public Health Order

- Local public health agencies are directed to assist in the administration of this Directive, consistent with § 50-1-202(2)(a), MCA.

Less-Restrictive Local Ordinances Preempted

- This Directive is in effect statewide in Montana. In the interest of uniformity of laws and to prevent the spread of disease, all inconsistent emergency county health ordinances are preempted by this Directive, but only to the extent they are less restrictive.

Authorities: Sections 10-3-103, -104, -302, and -305, MCA; §§ 50-1-202, -203, and -204, MCA; 37 A.G. Op. 132 (1978); Executive Orders 2-2020 and 3-2020; Montana Constitution, Art. VI, Sections 4 and 13; and all other applicable provisions of state and federal law.

Limitations

- This Directive is effective immediately and expires at the end of the emergency, except where specified.
- This Directive shall be implemented consistent with applicable law and subject to the availability of appropriations.
- Nothing in this Directive shall be construed to limit, modify, or otherwise affect the authority granted by law to the Governor, any department, agency, political subdivision, officer, agent, or employee of the State of Montana except as expressly provided in this Directive or other Directives now in effect implementing Executive Orders 2-2020 and 3-2020.
- If any provision of this Directive or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Directive, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Directive are declared to be severable.
- This Directive is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the State of Montana, its departments, agencies, or entities, its officers, employees, or agents, or any other person.



School Reopening Considerations

CLEANING AND SANITATION

- Frequent disinfecting of door handles, desks and other common spaces.
- Require handwashing in regular intervals.
- Keep libraries, gyms, and playgrounds off limits unless they can be sanitized between groups.
- Provide hand sanitizer.

SICK POLICIES

- Implement temperature checks and / or symptom screening when practical.
- Require anyone (students or staff) with COVID-19 symptoms to stay home.

LIMIT CLASS SIZES

- Consider breaking larger classes into smaller groups.
- Students may alternate school days or attend for half days.



School Reopening Considerations Continued

MAINTAIN SOCIAL DISTANCE

- Consider use of face coverings by all staff and students
- Keep students with the same group and in the same classroom, with teachers rotating when practical.
- Consider students eating lunch in the classroom to help limit mixing of students.
- Cancel extracurricular activities.
- Prevent any non-school staff, including parents, from entering school buildings.
- Consider reducing bus loads to allow for one student per seat.

GRADUATION CEREMONIES

- Provide a live stream of graduation
- Consider limiting spectator attendance
- For larger schools, consider grouping graduates or providing multiple ceremonies
- Follow social distancing between families



School Reopening Considerations Continued

ACCOMODATIONS for students, teachers, and staff in an at-risk group:

- Schools that reopen will need to take into consideration that some teachers and staff will fall into the at-risk category because of their age or other health risks. These individuals should have additional accommodations including: teaching classes remotely, utilizing a larger classroom where social distancing can be maintained, or given an option not to return until the risks are reduced.
- Students who are high risk or who have family members who are high risk should not be penalized for failing to attend and should continue to receive remote support.
- Accommodations should also be extended to students and staff who are required to quarantine due to exposure or potential exposure.

CONFIRMED or SUSPECTED case of COVID-19

- Collaborate with public health to ensure each school has a plan for reporting, contact tracing and both short-term or extended closures in the case of a positive COVID case related to the school or community.
- Utilize CDC guidelines <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-schools.html>



General Business Reopening Guidelines

PHASE ONE: ALL SETTINGS

- Health assessments must be conducted for all employees at the beginning of each shift.
- In establishments where customers wait in a line, non-household customers should remain physically distanced.
- Waiting areas where adequate physical distancing cannot be maintained must be closed.
 - Customers should be encouraged to call for a reservation or an appointment, or establishments should use an online wait listing application.
- Physical distancing of 6 feet must be maintained between non-congregate customers, this may require:
 - A reduction in capacity;
 - A reduction of seating in service and waiting areas;
 - Management of waiting areas and waiting lines; or
 - Systems that reduce the amount of contact time between customers and staff.



General Business Reopening Guidelines Continued

PHASE TWO: ALL SETTINGS

- Non-congregate group size has increased from 10 people to 50 people.
- All other provisions remain the same as Phase One for general business operations.

PHASE THREE: ALL SETTINGS

- Return to normal operations.



Restaurant / Bar / Brewery / Distillery / Casino Guidelines

ALL PHASES

- A specific cleaning plan must be implemented, and employees must be trained in proper sanitation practices. Materials will be available on the Montana Department of Public Health and Human Services (DPHHS) food and consumer services website.
- All surfaces occupied must be cleaned between customers, including tables, chairs, booths, and highchairs.
- Table items including, condiments, menus, napkins, and décor, should be removed from the table unless they can be adequately cleaned between customers.
- Menus must be cleaned between customers.
- Growlers and refillable or reusable containers must be cleaned prior to being refilled.
- Gaming machines must be adequately cleaned between customers.



Restaurant / Bar / Brewery / Distillery / Casino Guidelines Continued

PHASE ONE: RESTAURANTS

- Capacity must be limited to 50% of normal operating capacity to allow for adequate group spacing.
- Tables must be limited to six people per table.
- Establishments must provide for 6 feet of physical distancing between groups and or tables by:
 - Increasing table spacing, removing tables, or marking tables as closed;
 - Providing for a physical barrier between tables; or
 - Back-to-back booth seating provides adequate separation.
- In-house dining for quick service restaurants should remain closed, if all guidelines can't be met, including the cleaning of every table between customers.
- Sitting or standing at bars or counters is not allowed.
- In bars, drinks and food must be served to customers at a table.



Restaurant / Bar / Brewery / Distillery / Casino Guidelines Continued

PHASE ONE: RESTAURANTS CONTINUED

- Self-service buffets must be closed.
- Drink refills are not allowed.
- Self-service cups, straws and lids should be behind a counter and handed to customers
- Self-service condiments should be eliminated.
- Gaming machines that are operational must be separated by 7-foot center to center. Machines must be placed out of service if adequate spacing cannot be assured.



Restaurant / Bar / Brewery / Distillery / Casino Guidelines Continued

PHASE TWO: RESTAURANTS

- Capacity may be increased to 75% of normal operating capacity.
- Tables must be limited to 10 people per table.
- Establishments must continue provide for physical distancing between groups and or tables but may increase capacity.
- In-house dining for quick service restaurants should remain closed if all guidelines can't be met, including the cleaning of every table between customers.

PHASE THREE: RESTAURANTS

- Continue to practice social distancing when practical.
- Establishments should begin to resume normal occupancy while continuing to follow the guidelines for all facilities.



Outdoor Recreation Guidelines

PHASE ONE AND TWO: RECREATION GUIDELINES

- Public lands, fishing access sites, and parks are encouraged to continue to provide outdoor recreation opportunities for local and regional users provided that users can adhere to strict social distancing guidelines and facilities follow frequent sanitizing protocols. Areas that cannot practicably implement social distancing requirements or sanitation needs will remain closed. Limited campground offerings, group-use facilities and playgrounds, may be opened at the discretion of local and state managers. Local, state and federal officials are strongly encouraged to coordinate on all reopening decisions. Guides and outfitters may offer services consistent with any ongoing quarantine travel restrictions provided they adhere to social distancing guidelines and sanitation protocols. Visitors should check the status of any closures and restrictions before traveling.

PHASE THREE: RECREATION GUIDELINES

- Campground, group-use facilities, playgrounds and visitor centers are fully open.



Personal Care / Services Guidelines

PHASE ONE: PERSONAL CARE (SALONS, MASSAGE, BODY ART, ETC.)

- Operations that require close personal contact for an extended period result in exposing staff and customers to greater levels of risk. These situations require additional safety and health precautions.
- Screen customers prior to appointment for symptoms of fever, shortness of breath or a cough. Customers that have any of these symptoms must be rescheduled.
- Utilize a face mask for staff and for customers when practical.
- Stylist / artist / service-provider and customer would be a “station” that would be 6 feet away from other “stations”.
- Provide for 6 feet of physical distancing between stations, this may require:
 - A reduction in capacity;
 - Increasing spacing, removing stations, or marking stations as closed;
 - Providing for a physical barrier between stations;
 - A reduction of seating in service and waiting areas; or
 - Systems that reduce the amount of contact time between customers and staff.



Personal Care / Services Guidelines Continued

PHASE TWO: PERSONAL CARE (SALONS, MASSAGE, BODY ART)

- Establishments should continue provide for physical distancing between stations.

PHASE THREE: PERSONAL CARE (SALONS, MASSAGE, BODY ART)

- Continue to practice physical distancing when practical.
- Establishments may resume normal occupancy while continuing to follow the guidelines for all facilities.



MONTANA

REOPENING THE BIG SKY
PHASED APPROACH



Message From Governor Bullock

To my fellow Montanans:

In times of crisis, Montanans have always pulled together, and this time has been no different. We have been aggressively managing the virus.

As a result of the actions we have taken, we have among the lowest number of COVID-19 cases in the nation. Montana also has the lowest number of hospitalizations, per capita, in the nation.

We have slowed the spread of this virus and saved lives.

These collective actions have allowed us to get to where we are today – to begin a phased reopening of the state.

I recognize that for over the past five weeks Montanans all across the state have gone to incredible lengths to protect our families, friends and the greater Montana community. We have made these sacrifices for health care workers. We have done so for all the other frontline workers in this crisis. We have done so for those most vulnerable to severe illness from this disease. From the start of this pandemic, I have been incredibly inspired each and every day by how Montanans have come together as a community and by how Montanans have taken the directives seriously to keep our fellow Montanans healthy and safe.

While there is reason for optimism, I am going to ask Montanans to continue looking out for our neighbors who need it the most and to continue being vigilant in every step we take. Because just as important as it was for us to act as a community beginning five weeks ago, that still holds true to this day – and moving forward.

Once we begin to reopen, we want to be able to stay open. Our personal responsibility to protect those around us – particularly those most vulnerable – remains just as important as any time during this pandemic.

We have done this the Montana way by taking care of our neighbors when things get tough, and we will continue to do so. Thank you for doing what is best for the state of Montana, best for Montana workers, and best for the future of Montana's children.



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Phased Approach

- BASED ON **UP-TO-DATE DATA AND PREPAREDNESS.**
- **MITIGATES RISK OF RESURGENCE.**
- **PROTECTS THE MOST VULNERABLE.**
- **IMPLEMENTABLE ON STATEWIDE, TRIBAL, OR COUNTY-BY-COUNTY BASIS.**
- **ABILITY TO ADJUST THE PHASES BASED ON WHAT IS HAPPENING LOCALLY AND/OR REGIONALLY.**



As the State Begins a Phased Reopening the Following Areas Will be Considered

PUBLIC HEALTH

- Evaluation of new cases over time.
- Ability to conduct active monitoring and contact tracing.
- Syndromic surveillance (e.g. respiratory symptoms).

HEALTHCARE

- Ability of hospitals to safely treat all patients, both COVID-19 and those with other conditions.
- Adequate hospital Intensive Care Unit (ICU) capacity.

SUPPLIES

- Capacity to test all people with COVID-19 symptoms.
- Adequate personal protective equipment.



Local Jurisdictional Considerations

- Elected officials should coordinate on a regional basis to satisfy these criteria and to progress through the phases outlined in this document.
- Local jurisdictions can enact guidelines that are more restrictive than the State guidelines.



Core Preparedness Responsibilities

TESTING AND CONTACT TRACING

- Ability to test symptomatic people for COVID-19 and trace contacts of COVID+ results.
- Ensure sentinel sites are screening for asymptomatic cases and contacts for COVID+ results are traced (sites operate at locations that serve older individuals, at-risk/vulnerable individuals, lower-income Americans, racial minorities, American Indians, and Correctional Institutions).

HEALTHCARE SYSTEM CAPACITY

- Ability to quickly and independently supply sufficient personal protective equipment and critical medical equipment to handle dramatic surge.
- Ability to surge Intensive Care Unit (ICU) capacity.



Core Preparedness Responsibilities Continued

PLANS

- Protect the health and safety of all Montana citizens.
- Protect the health and safety of those living and working in high-risk facilities (e.g. senior care facilities).
- Provide for the safety of those who use transportation where people congregate amongst one another (airlines, buses, trains, etc.).
- Advise citizens and employers regarding protocols for social distancing and face coverings.
- Monitor conditions and immediately take steps to limit and mitigate any rebounds or outbreaks by restarting a phase or returning to an earlier phase, depending on severity.



Schools

- Beginning May 7, 2020 all schools have the option to return to in-classroom teaching delivery.
- The State recognizes that if reopened, schools will require the district to make adjustments and create plans, policies, and procedures.
- If schools plan to reopen they should consider:
 - Implementing an alternative educational delivery model that includes a mix of in-person and remote learning.
 - Providing focused individual education, especially for at-risk students.
 - How to reconnect and meet the educational needs of students who fall behind in a remote learning environment.
 - The importance of maintaining the connection between students, teachers, and parents.
 - The important role that schools play in the health of students, families, and communities.
 - Graduation environments that can meet the social distancing requirements.



Guidelines for All Phases: Individuals

CONTINUE TO PRACTICE GOOD HYGIENE

- Wash your hands with soap and water or use hand sanitizer, especially after touching frequently used items or surfaces.
- Avoid touching your face.
- Sneeze or cough into a tissue, or the inside of your elbow.
- Disinfect frequently used items and surfaces as much as possible.
- Strongly consider using non-medical face coverings while in public, especially in circumstances that do not readily allow for appropriate physical distancing (grocery/retail stores, pharmacies, public transportation, etc.).

PEOPLE WHO FEEL SICK SHOULD STAY HOME

- Do not go to work or school.
- Contact and follow the advice of your medical provider.
- Follow local health department guidance on isolation and quarantine.



Guidelines for All Phases: Employers

Develop and implement appropriate policies, in accordance with Federal, State, and local regulations and guidance, and informed by industry best practices, regarding:

- Social distancing and protective equipment.
- Temperature checks and/or symptom screening.
- Collaborate with public health on testing, isolating, and contact tracing.
- Sanitation.
- Use and disinfection of common and high-traffic areas.

Monitor workforce for indicative symptoms. Do not allow people with symptoms of COVID-19 to work.

Collaborate with public health when implementing policies and procedures for workforce contact tracing following an employee COVID+ test.



PHASE ONE



Phase One: Individuals

- **ALL VULNERABLE INDIVIDUALS** should continue to follow the stay home guidance. Members of households with vulnerable residents should be aware that by returning to work or other environments where distancing is not practical, they could carry the virus back home. Precautions should be taken to isolate from vulnerable residents.
 - *Vulnerable Individuals: people over 65 years of age and/or those with serious underlying health conditions, including high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune system is compromised such as by chemotherapy for cancer and other conditions requiring such therapy.*
- All individuals (non-household), **WHEN IN PUBLIC** (e.g., parks, outdoor recreation areas, shopping areas), should maximize physical distance from others.
- Avoid **GATHERING** in groups of more than **10 people** in circumstances that do not readily allow for appropriate physical distancing.
- **MINIMIZE NON-ESSENTIAL TRAVEL** and adhere to Montana guidelines regarding quarantine.



Phase One: Employers

- Continue to **ENCOURAGE TELEWORK** whenever possible and feasible with business operations.
- When telework is not feasible it is encouraged to **ACCOMMODATE ALTERNATE WORK SCHEDULES** such as shift work and staggered scheduling in order to adhere to social distancing guidelines.
- Close **COMMON AREAS** where personnel are likely to congregate and interact; or enforce strict social distancing protocols.
- **MINIMIZE NON-ESSENTIAL BUSINESS TRAVEL.**
- **SPECIAL ACCOMMODATIONS** should be made for members of a **VULNERABLE POPULATION** or those with vulnerable household members.



Phase One: Specific Types of Employers / Activities

- **SENIOR LIVING OR ASSISTED LIVING FACILITIES** must continue to prohibit visitors. Those who do interact with residents and patients must ensure strict protocols regarding hygiene and protection are followed.
 - This includes daily screening of staff for symptoms and preventing ill workers from working.
- **CHILD CARE FACILITIES** can remain operational but should follow State and local guidelines regarding operational levels and occupancy.
- **ORGANIZED YOUTH ACTIVITES** can consider becoming operational if physical distancing guidelines can be implemented. Avoid **GATHERING** in groups of more than **10 people** in circumstances that do not readily allow for appropriate physical distancing.
- **RESTAURANTS / BARS / BREWERIES / DISTILLERIES / CASINOS** can become operational on or after May 4, 2020 under strict physical distancing and reduced capacity protocols in accordance with State guidelines.
 - All patrons must be out of bars, restaurants, and casinos by 11:30.



Phase One: Specific Types of Employers / Activities Continued

- **MAIN STREET AND RETAIL BUSINESSES** can become operational on or after April 27, 2020 with reduced capacity and where strict physical distancing protocols can be maintained.
- **GYMS / POOLS / HOT TUBS** remain closed.
- **OUTDOOR RECREATION** can become operational if sites adhere to strict physical distancing between groups and exercise frequent sanitation protocols if public facilities are open.
- **PLACES OF WORSHIP** can become operational on or after April 26, 2020 with reduced capacity and where strict physical distancing protocols can be maintained between non-household members. Avoid **GATHERING** in groups of more than **10 people** in circumstances that do not readily allow for appropriate physical distancing.
- Other **PLACE OF ASSEMBLY** shall remain closed (e.g., movie and performance theaters, concert halls, bowling alleys, bingo halls, and music halls).



PHASE TWO

- Gatherings may expand to 50 people.
- Vulnerable populations should continue to follow stay home guidance.
- Gyms / Pools / Hot Tubs can become operational.
- In addition to houses of worship, other places of assembly can become operational under the group size restrictions and physical distancing guidelines in this phase.



Phase Two: Individuals and Employers

- Avoid **GATHERING** in groups of more than **50 people** in circumstances that do not readily allow for appropriate physical distancing.
- **NON-ESSENTIAL TRAVEL** guidelines remain the same as **PHASE ONE** for individuals traveling into Montana and for Montanans returning home.
- **VULNERABLE INDIVIDUALS** should continue to adhere to the stay home guidance.
- Continue to **ENCOURAGE TELEWORK** as much as possible and where feasible but refer to guideline in **PHASE ONE** when telework is not possible.
- **SENIOR LIVING OR ASSISTED LIVING FACILITIES** must continue to follow the guidelines of **PHASE ONE**.
- **CHILD CARE FACILITIES** can increase capacity if physical distancing guidelines can be implemented.
- **ORGANIZED YOUTH ACTIVITES** remain operational and should avoid **GATHERING** in groups of more than **50 people** in circumstances that do not readily allow for appropriate physical distancing.



Phase Two: Individuals and Employers Continued

- **ALL BUSINESSES** can remain operational and must adhere to physical distancing.
- **RESTAURANTS / BARS / BREWERIES / DISTILLERIES / CASINOS** remain in the same operational status as **PHASE ONE**, but with an increase in capacity.
- **GYMS / POOLS / HOT TUBS** can become operational with reduced capacity and only if they can adhere to strict physical distancing and they exercise frequent sanitation protocols.
- **OUTDOOR RECREATION** remain in the same operational status as **PHASE ONE**.
- **PLACES OF ASSEMBLY** can become operational with reduced capacity and must adhere to physical distancing. Avoid **GATHERING** in groups of more than **50 people** in circumstances that do not readily allow for appropriate physical distancing.



PHASE THREE

- No limit on group size.
- Vulnerable populations can resume public interactions, but should practice physical distancing, and continue to take precautionary measures.



Phase Three: Individuals and Employers

- **ALL INDIVIDUALS** and **EMPLOYERS** should continue to operate consistent with updated CDC guidelines.
- For **ALL INDIVIDUALS** there is no limit on group size, however everyone should consider minimizing contact time with others and limit time spent in crowded environments.
- **VULNERABLE INDIVIDUALS** can resume public interactions, but should practice physical distancing, and continue to take precautionary measures.
- Employers can resume **FULL STAFFING** of workplaces.
- Visits to **SENIOR CARE FACILITIES** can resume. Those who interact with residents and patients must be diligent regarding hygiene.
- **ALL BUSINESSES / PLACES OF ASSEMBLY** can remain fully operational with awareness of physical distancing.



Phase Three: Individuals and Employers

- **GYMS / POOLS / HOT TUBS** can remain fully operational but must still exercise frequent sanitation protocols.
- **OUTDOOR RECREATION** Interstate tourism travel resumes. Campground, group-use facilities, playgrounds and visitor centers are fully open.
- There is no limit on **GROUP SIZE** during this phase, however **PHYSICAL DISTANCING** should still be observed.
- Continue to follow **GUIDELINES FOR ALL PHASES**.



Resources

- For a comprehensive list of resources and guidelines please visit the Centers for Disease Control (CDC) and Prevention and the Montana Department of Public Health and Human Service's (DPHHS) websites at:
 - www.cdc.gov
 - <https://dphhs.mt.gov>

REAL ESTATE TRANSFER AGREEMENT

THIS AGREEMENT is entered into by and between the City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, Montana 59105, a Political Subdivision of the State of Montana ("BUYER") and James and Kerry Vincent of 3015 Gregory Drive, Billings, Montana 59102 ("SELLER").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, BUYER and SELLER agree as follows:

1. SALE. SELLER agrees to sell and convey to BUYER the following parcel of real property (the "Property"), commonly described as property located at 2175 U.S. Highway 3, Billings, Montana, and more particularly described as:

Lots 9, 10, and 12 of the Certificate of Survey 2037 (60.78 acres). This parcel of land is located in Section 26, Township 1 North, Range 25 East of Principal Montana Meridian, Yellowstone County, Montana, as shown on the attached Exhibit A, attached and made a part hereof.

The conveyance shall include all easements and other appurtenances thereto, and all improvements and fixtures attached to the Property and used in connection therewith.

2. CONSIDERATION. The BUYER shall pay to SELLER the amount of seven hundred fifty-nine thousand seven hundred fifty dollars (\$759,750.00) at Closing.

The amount listed above shall include the value of the land, any improvements completed by SELLER on the Property, attorney fees, and any other moving or incidental expenses. The sale is done under imminence of requisition.

In addition, SELLER shall be allowed to occupy/use the Property, rent free, for up to sixty (60) months after Closing through a separate Lease Agreement, as further consideration to the SELLER. The terms of this occupancy are described in the Lease Agreement attached hereto as Exhibit B.

3. INSPECTION. The BUYER shall, with all due diligence, inspect the Property prior to the Closing.

4. CONVEYANCE. At Closing, SELLER will convey the Property to the BUYER by a Special Warranty Deed conveying good and marketable title with no reservations by SELLER of any mineral rights, free of all liens and encumbrances, except

- (1) Easements, rights-of-way, covenants, and restrictions of record,
- (2) Zoning and other governmental laws and regulations, and
- (3) Other usual and accustomed matters, and
- (4) Personal property to include portable equipment, portable fence panels and gates, and any portable building.

5. CLOSING. The Closing for the purchase and sale contemplated by this Agreement shall occur on or before a date and time agreed to by both parties to be June 1, 2020. The Closing will be conducted at the offices of First American Title Company, 1001 South 24th Street West, Suite 200, Billings, Montana, or at another mutually agreed upon location (Title Company).

6. ALLOCATION OF CLOSING COSTS. The SELLER and BUYER agree to the following allocation of costs regarding this Agreement:

- (1) Title Insurance and Closing Fee. SELLER shall pay for a standard title insurance policy, naming the BUYER, City of Billings, as the insured, in the amount of the purchase price. In the event the BUYER desires coverage in an additional amount, or any option or endorsements to the standard policy, the BUYER may obtain such coverage or endorsements at its own expense. The Closing fees charged by Title Company for closing shall be paid one-half by SELLER and one-half by BUYER.
- (2) Real Estate Taxes and Special Assessments. General real estate taxes and assessments due and payable prior to the year in which the Closing occurs shall be paid by SELLER. General real estate taxes due and payable in the year of the Closing shall be prorated and paid by SELLER as of the Closing date based upon a calendar year. BUYER will be responsible for real estate taxes in all years after the Closing. All Special Improvement Districts and Rural Special Improvement Districts including those that have been noticed by Yellowstone County, but not yet spread or currently assessed, if any, will be paid off by SELLER at Closing.
- (3) Recording Costs. BUYER will pay the costs of recording the Warranty Deed. BUYER will pay the cost of recording any documents necessary to remove any lien on the Property.
- (4) Utility Expenses. Utility expenses will be prorated as of the Closing date. Should SELLER enter into a Lease with BUYER to continue to occupy/use the Property, the Utility expenses will continue under

SELLER'S name and SELLER will be wholly responsible for those utility expenses as established within the Lease.

7. DEFECTIVE TITLE. If SELLER is unable to convey title as provided herein, the BUYER may at its option:

- (1) Terminate this Agreement whereupon all obligations of the parties shall cease.
- (2) Waive the defects and accept whatever title is able to be conveyed.
- (3) Work with SELLER to attempt to cure any title defects to the satisfaction of BUYER.

If applicable, the BUYER shall have until 5:00 p.m., MST, fourteen (14) days after the issuance of the preliminary title commitment to notify SELLER whether it is choosing to exercise option (1), (2), or (3) of this provision. SELLER covenants and agrees that no additional liens, encumbrances, restrictions, or other adverse title conditions will be recorded against title to the Property after the date of the preliminary commitment for title insurance.

8. POSSESSION. At Closing, SELLER shall have the option to continue to occupy/use the Property for a period of up to sixty (60) months pursuant to the terms of the Lease attached hereto as Exhibit B, which shall be executed at Closing. The material terms of SELLER'S continued occupancy/use after Closing are set forth in the Lease.

9. RISK OF LOSS. All loss or damage to any of the above described Property is assumed by SELLER through the time of Closing. Following Closing and the execution of the Lease for the continued use of the Property, the SELLER shall keep the parcel insured per the terms of the Lease until SELLER vacates the Property.

10. SELLER'S DEFAULT. Upon default by SELLER, the BUYER, at its option, may enforce this Agreement and pursue any and all remedies available at law or equity, including an action for specific performance and damages.

11. BUYER DEFAULT. Upon default by the BUYER, the SELLER at their option, may enforce this Agreement and pursue any and all remedies available at law or equity, including an action for specific performance and damages.

12. ATTORNEY'S FEES. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the parties and is subject to no understandings, conditions, or representations that are not set forth herein. This Agreement may only be amended in writing and signed by both parties.

14. TIME. Time is of the essence in the performance of this Agreement.

15. INVALID PROVISION. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. PARTIES BOUND. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.

17. GOVERNING LAW. This Agreement and all disputes arising hereunder shall be governed by and enforced in accordance with the laws of the State of Montana. The venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

18. CAPTIONS. The captions in this Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

19. NOXIOUS WEEDS DISCLOSURE. Buyers of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within the State to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as owner of the Property, contact either your County Extension Agent or Weed Control Board.

20. MEGAN'S LAW DISCLOSURE. Pursuant to the provisions of Title 46, Chapter 23, Part 5 of Montana Code Annotated (MCA), certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information, please contact the Yellowstone County Sheriff's Office, the Montana Department of Justice, and/or the probation officer's assigned to this area.

21. RADON DISCLOSURE STATEMENT. The following disclosure is given pursuant to Montana Radon Control Act, MCA § 75-3-606. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal guidelines have been found in Montana. Additional information regarding radon and radon testing may be obtained from your county or state public health unit. If the Property has been

tested for radon, SELLER shall provide a copy of the test results concurrent with an executed copy of this Agreement. If the Property has received radon mitigation treatment, SELLER shall provide the evidence of mitigation treatment concurrent with an executed copy of this Agreement.

22. SELLER'S MOLD DISCLOSURE. There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The SELLER cannot and does not represent or warrant the absence of mold on the Property. It is the BUYER'S obligation to determine whether a mold problem is present. To do so, the BUYER should hire a qualified inspector and make this Agreement contingent upon the results of that inspection. By providing this mold disclosure statement, SELLER hereby additionally provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold on the Property, and is not liable in any action based on the presence of or propensity for mold on the Property.

THIS IS A BINDING LEGAL CONTRACT. IF ANY PROVISIONS ARE NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

IN WITNESS WHEREOF, this Agreement is executed under seal on the _____ day of
_____, 2020.

BUYER: CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT

BY: _____
(Signature)

(Printed Name)

TITLE: _____

ACKNOWLEDGEMENT

STATE OF MONTANA
County of Yellowstone

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

(SEAL)

Notary Signature

SELLERS: **JAMES VINCENT AND KERRY VINCENT**

BY: _____
JAMES VINCENT

BY: _____
KERRY VINCENT

ACKNOWLEDGEMENT

STATE OF MONTANA
County of Yellowstone

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

(SEAL)

Notary Signature

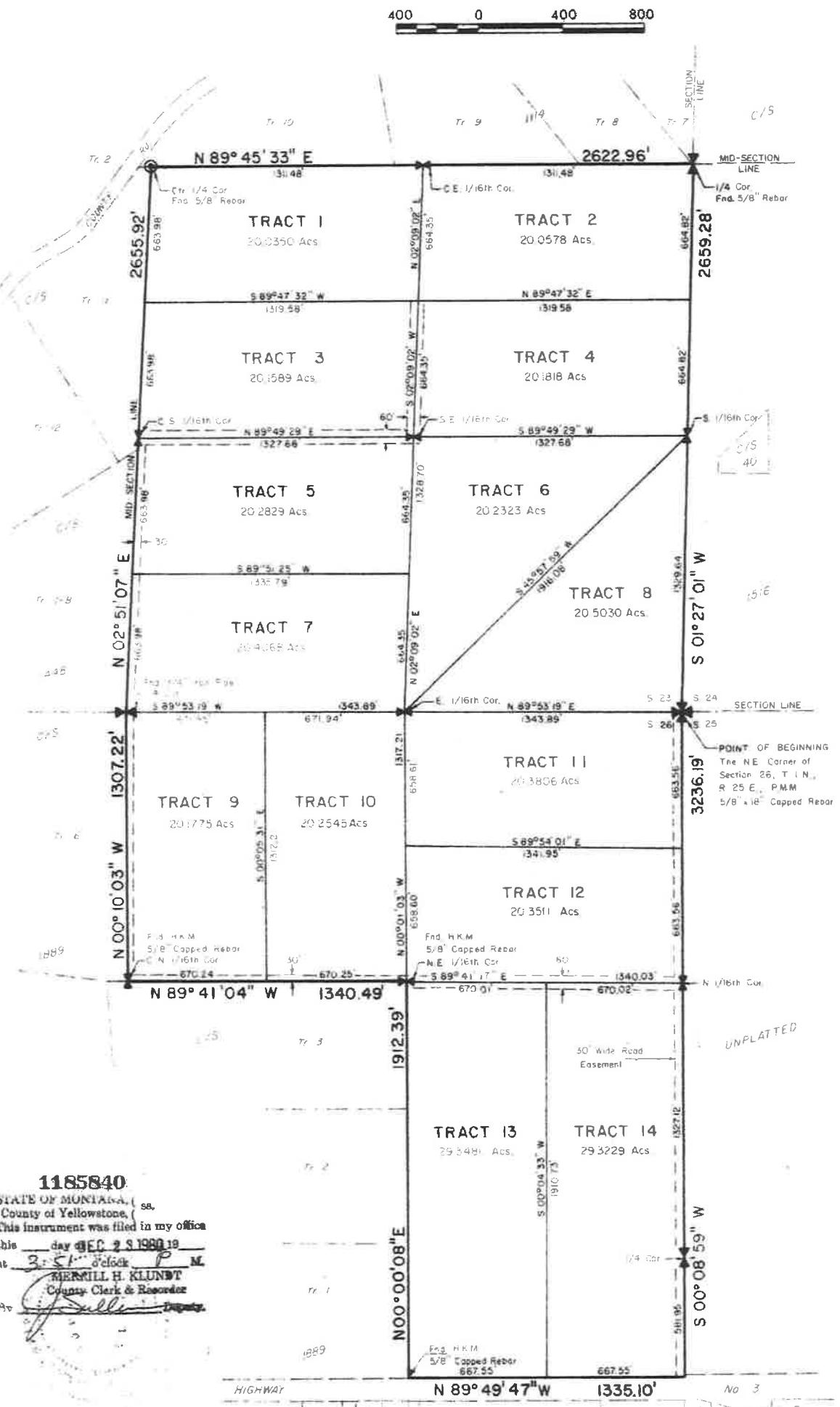
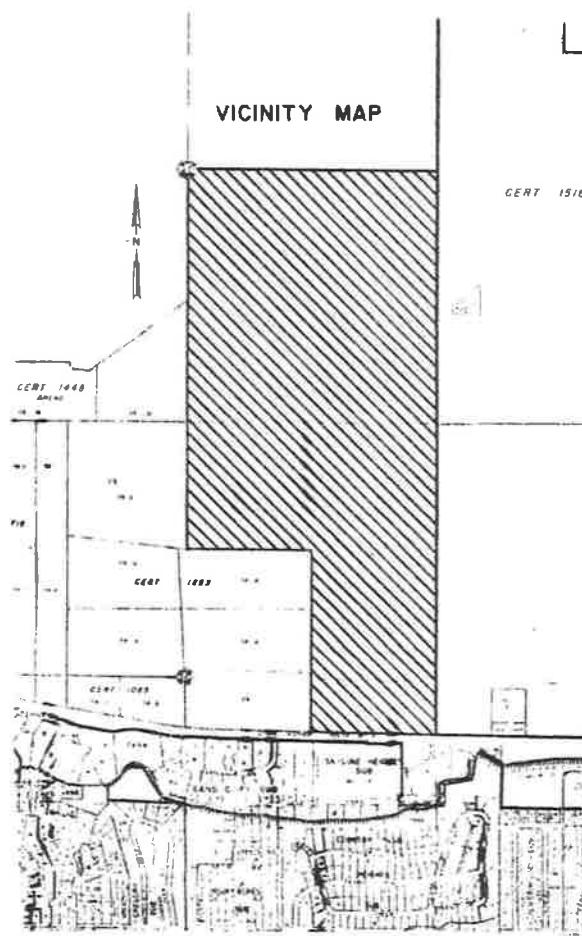
CERTIFICATE OF SURVEY No. 2037

BEING THE SE 1/4 OF SECTION 23 AND A PORTION OF THE
E 1/2 OF SECTION 26, T. 1 N., R. 25 E., P.M.M.
YELLOWSTONE COUNTY, MONTANA

FOR: CRIPPEN - LONGAN
BY: SANDERSON/STEWART/GASTON ENGINEERING, INC

SCALE 1" = 400'

NOVEMBER, 1980
BILLINGS, MONTANA



CERTIFICATE OF SURVEY

STATE OF MONTANA) ss.
County of Yellowstone)

Dennis L. Foreman, RLS, Montana Registered Land Surveyor No. 5606-S, being first duly sworn, deposes and says that during the month of November, 1980, a survey was made under his supervision of a tract of land being the S.E. $\frac{1}{4}$ of Section 23 and a portion of the E. $\frac{1}{2}$ of Section 26, T.I.N., R.25E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Beginning at a point which is the section corner common to Sections 23, 24, 25, 26 T.1N., R.25E., P.M.M; thence from said true point of beginning along the section line common to sections 25 and 26 S00°08'59" W a distance of 3,236.19 feet to a point on the northerly right-of-way line of State Highway No. 3; thence along said right-of-way line N89°49'47" W a distance of 1,335.10 feet to the southeast corner of Certificate of Survey 1889; thence along the easterly line of said Certificate of Survey No. 1889 N00°00'08"E a distance of 1912.39 feet, N89°41'04" W a distance of 1,340.49 feet and N00°19'03" W a distance of 1,307.22 feet to the $\frac{1}{4}$ corner common to Sections 23 and 26 which is also the southeast corner of Certificate of Survey 1448; thence along the easterly line of Certificate of Survey 1448 and Certificate of Survey 1114 which is also the north-south mid-section line of said Section 23 N02°51'07"E a distance of 2,655.92 feet to the center $\frac{1}{4}$ corner of Section 23; thence along the southerly line of Certificate of Survey 1114 which is also the east-west mid-section line of said Section 23 N89°45'33" E a distance of 2,622.96 feet to the $\frac{1}{4}$ corner common to said Sections 23 and 24; thence along said section line which is also the west line of Certificate of Survey 1516 S01°27'01" W a distance of 2,659.28 feet to the point of beginning, containing 301.6932 acres.

That iron monuments of suitable size were set at all intersection points as indicated on the plat by a mark thus; that said survey and the plat hereof shows true and correct dimensions, and that the plat conforms with the work on the ground.

Dated this 15th day of December, 1980.
Dennis L. Foreman
Dennis L. Foreman, RLS, Montana Registration No. 5606-S

Subscribed and sworn to before me, a Notary Public in and for State of Montana, this 15th day of December, 1980.

Deborah S. Stining
Notary Public in and for the State of Montana
Residing at Billings, Montana
My commission expires October 4, 1991

1185840
STATE OF MONTANA, (ss,
County of Yellowstone, (
Instrument was filed in my office
day 10 FEB. 2 1980 18
3:51 o'clock P.M.
SHERIFF H. KLEINART

HIGHWAY N 89° 49' 47" W 1335.10 NO. 3
CLIFFS
SAND SUB SKYLINE HTS PARK
23700 ft. SUB

WEST END GRAZING LEASE

THIS LEASE, made and entered into this ~~day of~~²⁰, by and
between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated
"Lessor"

and

JAMES AND KERRY VINCENT, hereinafter designated
"Lessee"

W I T N E S S E T H

RECITALS

- 1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT (hereinafter called the Airport) situated in the City of Billings, Montana, and
- 2) Lessor deems it advantageous to itself and the operation of the Airport to lease to the Lessee a certain parcel of land hereinafter described together with certain privileges, rights, uses, and interests, and
- 3) Lessee wishes to engage in certain non-commercial agricultural activities, and proposes to lease on a net basis from Lessor said parcel of land, and to avail itself of the same privileges, rights, uses, and interests contemplated herein, and
- 4) Lessee has indicated a willingness and ability to properly keep, maintain, and improve said land in accordance with standards established by Lessor.

NOW THEREFORE, the parties hereto covenant and agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

A. Description of the Premises: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises) for its exclusive use, specifically described and depicted on attached "Exhibit A," and by said reference made a part hereof.

B. Existing Improvements. The premises include a small horse barn, fencing, electrical, a water line, and other miscellaneous improvements. These improvements are included with this Lease and are available for Lessee's use. Any additional improvements may be made at Lessee's sole expense after receiving written approval from the Lessor.

C. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances, rules and regulations as now or may hereafter have application at the Airport.

1) The general unrestricted use of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee for non-commercial activity as herein defined. For the purpose of this Lease, public Airport facilities shall include all parking areas, roadways, and other general public areas.

2) The right of ingress to and egress from the premises over and across public roadways and or easements serving the Airport for Lessee, Lessee's agents, employees, patrons and invitees, suppliers of service and furnishers of material.

D. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee the right to engage in non-commercial agricultural activity on the premises as defined in subparagraphs 1 through 4 below, subject to the conditions and covenants hereafter set out:

- 1) The right to graze up to six (6) horses on the premises.
- 2) The storage of hay and other feed for the on premise horses.
- 3) The right to utilize existing water and electricity at Lessee's cost.
- 4) The right to maintain (not replace) livestock fencing at Lessee's cost.
- 5) The right to store one operable pickup truck and two trailers.

E. Concessions, Services, and Uses Excluded. The following concessions, services, uses, and the establishment thereof shall be specifically excluded from this Lease:

- 1) Ground and air transportation for hire.
- 2) Vehicle or equipment rental services.
- 3) Food sales (except the sale of tobacco, confections, and refreshments through coin-operated vending machines).
- 4) News and sundry sales.
- 5) Barber, valet, and personal services.
- 6) Fuel sales (aircraft or vehicle).
- 7) On site fuel storage and fuel storage facilities.
- 8) The buying and selling of aircraft, parts, and accessories therefore, and aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except for use in Lessee's own aircraft or operations.

- 9) Flight schools and flight instruction.
- 10) Aircraft repair and servicing.
- 11) Unless allowed under Paragraph D. above, storage of personal vehicles, campers, boats, trailers, motor homes, other recreational vehicles, or parts for such.
- 12) The maintenance, repairing, or restoring of motorized vehicles.
- 13) Storage of any household items.
- 14) Use of the premises in a residential capacity of any nature, whether temporary or otherwise.
- 15) Improper storage of any chemicals, solutions, solvents, or any potentially hazardous, explosive, or flammable materials or substances
- 16) Off premise parking.
- 17) Storage of any items outside of the barn structure.
- 18) Any activity not specifically allowed in Article I, Paragraphs C. and D.

F. Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement for access purposes over the above described leasehold, together with other necessary rights-of-way over said leasehold for access purposes to include Lessor's representatives, agents, employees, persons, or entities serving Lessor.

G. Access/Inspection by Lessor. The Lessor or any person designated by the Lessor, shall at all times have reasonable access to the premises, and in the event of any emergency, the Lessor or its representatives shall have the right to take such action at the premises as they deem necessary for the protection of persons or property.

ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of five (5) years, commencing on the 1st day of _____ 2020, and terminating on the 30th day of _____ 2025.

B. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension.

ARTICLE III

RENTAL AND FEES

For the land described in Article I, Paragraph A., Lessee's payment for the term of the Lease is covered by the depreciated value of the assets on the premises identified in Article I, Paragraph B., Existing Improvements, which were transferred to Lessor upon Lessor's purchase of premises from Lessee.

ARTICLE IV

OBLIGATIONS OF LESSOR

A. Lessor Warranties. Lessor warrants all things have happened and have been done to make its granting of said Lease effective and that Lessee shall have peaceful possession and quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's covenants herein.

B. Operation as Public Airport. Lessor shall during the term hereof, operate and maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with

and pursuant to the sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

C. Condition and Maintenance of Premises. Lessor shall assume no responsibility for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain all existing roads on the Airport giving access to the leased premises and Lessor shall remove snow from the access roads as Lessor's resources permit.

ARTICLE V

OBLIGATIONS OF LESSEE

A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or expense to the Lessor. Lessee accepts the premises in its present condition and will repair and maintain any installations thereon, except as provided in Article IV, Paragraphs B. and C., and will remove or cause to be removed any debris to the extent required for its continuing use thereof.

B. Improvements. Lessee shall have the right to and shall provide for the construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner, upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but shall obtain the written approval of Lessor prior to beginning any such construction, alteration, or expansion.

C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises, improvements, and appurtenances thereto in a presentable condition free of refuse, debris, and weeds

consistent with good business practice, and acceptable to the Lessor. Lessee's maintenance responsibilities shall include snow removal on the premises. Maintenance of all roads on the premises and access to the buildings is the responsibility of the Lessee.

D. Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own cost and expense; and Lessee shall pay for any and all service charges incurred therefore.

E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse occurring as a result of Lessee's occupancy of the premises. Lessee shall provide and use Lessor approved receptacles for all garbage, trash, and other refuse and shall place them on the premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels, pallets, crates, or other similar items in an unsightly or unsafe manner on or about the premises, is forbidden. All disposal costs shall be paid by the Lessee.

F. Signs. Lessee shall not maintain any billboards or advertising signs on the premises; provided, however, that Lessee may maintain on the outside of its building its name(s) or signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

G. Federal, State, and Local Regulations. Lessee acknowledges that the right to use said Airport facilities in common with others authorized to do so shall be exercised subject to and in accordance with the laws, rules, regulations, and ordinances of the United States of America, the State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by authority or by law and shall be closely observed during the full term of this Lease.

H. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in the Lessee's occupancy or conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses, or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives, and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents, representatives, and employees from any and all losses that may result to the Lessor and Lessor's

officers, directors, agents, representatives, and employees because of any negligence, act, or omission on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of Lessor, its officers, directors, agents, representatives, or employees.

B. Insurance. Lessee shall provide and keep in force for the term of this Lease a commercial general liability policy (occurrence form only), providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than \$1,500,000 per occurrence.

The commercial general liability policy shall be endorsed to name the City of Billings as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. At the time of execution of this Lease, and annually thereafter and prior to policy expiration, Lessee shall furnish a Certificate of Insurance and associated policy endorsements showing that required insurance is in force. Lessee shall provide notice to City of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the Lessor. The continuous maintenance by Lessee of all types of required insurance under this Lease is mandatory.

Failure of the Lessee to maintain such insurance and provide evidence thereof, is a material breach of this Lease, and does not amend this Lease, nor release the Lessee from any other obligations in this Lease.

If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts on request of the Lessor.

ARTICLE VII

TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

A. Termination. This Lease shall terminate at the end of the full term hereof without any notice by either party. A holding over by the Lessee beyond the expiration of the term shall not be permitted. Lessee may cancel the Lease with thirty (30) days written notice to Lessor.

Lessee shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by Lessee on the premises, and all expenses connected with such removal shall be borne by the Lessee. Said property shall be removed within thirty (30) days after termination of Lease.

In addition, Lessee has the right to remove, at Lessee's expense, all buildings and other structures owned by Lessee located upon the premises during the Lease term, within thirty (30) days upon the termination of this Lease. Any buildings and structures owned by Lessor and acquired at time of purchase of premises from Lessee shall not be removed. Lessee shall remove from the premises all debris resulting from the removal of its buildings or structures, and Lessee shall generally leave the premises in a clean and orderly condition, acceptable to Lessor.

This right to remove personal property, buildings and structures does not extend to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which improvements shall remain the property of the Lessor and shall not be removed.

In the event the Lessee elects not to remove its added buildings and other structures, personal property, fixtures, machinery and equipment, and other improvements upon termination of the Lease, the disposition of its buildings and structures, personal property, fixtures, machinery and equipment, and other improvements will be left to the sole discretion of the Lessor.

B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

- 1) The permanent abandonment of the Airport as an Air Terminal.
- 2) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating in a normal manner.
- 3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- 4) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of ninety (90) days after receipt from Lessee or written notice to remedy same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the above applicable periods of time and this Lease shall terminate as of that date. Upon termination under the provisions of this Paragraph, Lessee shall have the same rights as described in Article VII, Paragraph A. herein.

C. Cancellation by Lessor.

- 1) This Lease shall be subject to cancellation by Lessor in the event Lessee shall:
 - a) File a voluntary petition of bankruptcy.
 - b) Make a general assignment for the benefit of creditors.
 - c) Default in the performance of any of the covenants and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after written notice from Lessor of said default.
- 2) In the event of termination because of the happening of any of the aforesaid events, Lessor may take immediate possession of the premises and remove Lessee's effects, without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate.
- 3) It is agreed that failure of Lessor to declare this Lease terminated or to reenter and take possession upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

D. Suspension of Lease. During the time of war or declared national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of the Lease shall be automatically extended by the amount of the period of suspension.

E. Subleasing, Assigning, and Transferring. The Lessee shall not sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises.

ARTICLE VIII

NONDISCRIMINATION

A. General. In the use and occupation of the Airport, Lessee shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, Lessee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. Lessee, for itself, its heirs, personal representatives, successors in interest, and assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

D. Lessee, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that:

- 1) No person on the grounds of race, color, religion, sex, national origin or

ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Lessee shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

E. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of

the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);

12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

ARTICLE IX

GENERAL PROVISIONS

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in

any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Governing Law. This Lease and all disputes arising hereunder shall be construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of Lessee's occupancy, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment which it feels is unjust.

D. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Any mortgagee or beneficiary shall have the right to cure any default on the part of Lessee in the payment of rent hereunder and, in the event of default, to assume the Lessee's position under this Lease. Lessor in no event shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture

shall expressly provide that the mortgagor or beneficiary will seek no monetary judgment against Lessor. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified mail a copy of each notice of indebtedness, any breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust, and a copy of a release of any mortgage or deed of trust.

E. Modification and Amendments. Changes or modifications to this Lease shall be done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

F. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

G. Effect of Invalid Provision. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

James and Kerry Vincent
3015 Gregory Drive
Billings, MT 59102

or to such other addresses as the parties may designate to each other in writing from time to time.

I. Successors and Assigns. All of the terms, covenants, and agreements herein contained, or subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of
_____ 20____.

ATTEST:

CITY OF BILLINGS

BY _____

CITY CLERK

BY _____

CITY ADMINISTRATOR

APPROVED AS TO FORM

JAMES AND KERRY VINCENT

BY _____

CITY ATTORNEY

BY _____

JAMES VINCENT

KERRY VINCENT