

Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, February 22, 2022
TIME: 1:30 p.m.
PLACE: Board Conference Room

PLEASE NOTE: To protect the health of the public and our employees during this public health pandemic, this meeting will be in a hybrid format.

Members of the public can submit comments by email to: lfagan@flymissoula.com.

Members of the public can call in and connect digitally to the meeting using the information below and will have the opportunity to comment prior to any vote of the Board as well as on any item not before the Board at the beginning of the meeting. We ask that, if possible, you turn your camera on if you wish to make a comment, as that will alert the Chair to call on you.

Documents will be available on the airport's website, www.flymissoula.com, by 9 a.m. on the meeting date.

Members of the public can view the meeting and documents relied on during the meeting by joining the meeting from their computer, tablet or smartphone at:

<https://global.gotomeeting.com/join/362010253>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3112](tel:+16467493112)

Access Code: 362-010-253

Staff members will be present in the Conference room and a limited number of public attendants will be permitted with facial coverings and social distancing rules in place.

MASKS ARE STILL REQUIRED IN THE AIRPORT PURSUANT TO FEDERAL RULE

- Chair to call the meeting to order.
 - Advise the Public the meeting is being recorded.
 - Seating of Alternate Commissioner if needed.
 - Approval of the Agenda.
- Public Comment.
- Review and approve the minutes of the Regular Board meeting dated January 25, 2021. **-Pg 3**
- Approval of Claims for Payment – Teri Norcross **-Pg 8**
- Financial Report – Teri Norcross **-Pg 11**
- Director's Report – Brian Ellestad **-Pg 20**
- Legal Report – Lynn Fagan
- Committee Updates –

Business Development Committee: No Activity
Contract and Lease Committee: No Activity

Executive Committee: Met February 22, 2022
Facility and Operations Committee: No Activity
Finance Committee: No Activity
General Aviation Committee: No Activity
Legislative Committee: No Activity
Marketing Committee: No Activity

Unfinished Business

- Pepsi Vending Contract for new Terminal – Lynn Fagan **-Pg 22**
- Valley Vending Contract for new Terminal – Lynn Fagan **-Pg 33**

New Business

- Broadway Monument Sign Award and Contract – Tim Damrow **-Pg 44**
- MCAA – Hellgate Schools Emergency Evacuation Center Agreement – Brian Ellestad **-Pg 50**
- Acceptance of DEQ Grant for Electric Ground Service Equipment – Dan Neuman **-Pg 56**
- Purchase of Electric Ground Service Equipment – Dan Neuman **-Pg 83**

Information/Discussion Item(s)

March Board Meeting – Tuesday March 29, 2022 1:30 p.m.

MISSOULA COUNTY AIRPORT AUTHORITY
Regular Board Meeting
January 25, 2022
1:30 pm, Airport Board Conference Room

THOSE PRESENT

BOARD:

Chair Adriane Beck
Vice Chair Larry Anderson
Secretary/Treasurer Winton Kemmis
Commissioner Jeff Roth via conference call
Commissioner Deb Poteet via conference call
Commissioner Shane Stack via conference call
Commissioner Matthew Doucette via conference call
Alternate Commissioner Pat Boyle via conference call
Alternate Commissioner David Bell via conference call

STAFF:

Director Brian Ellestad
Deputy Director Tim Damrow
Finance Manager Teri Norcross
Administrative Manager Lynn Fagan
Public Safety Chief Justin Shaffer
Airfield Manager Nate Cole via conference call
Compliance Officer Jesse Johnson
Administrative Assistant Rick Reeve
Office Administrator Donna Marie Robnett
Accounting Clerk Brianna Brewer

OTHERS:

Gary Matson, Runway 25 Hangars via conference call
Shaun Shea, Morrison-Maierle
Martin Kidston, Missoula Current via conference call

Chair Adriane Beck called the meeting to order and advised everyone that the meeting was being recorded.

Administrative Manager Lynn Fagan performed a roll call of Board members, staff members, and members of the public.

AGENDA

Motion: Vice Chair Larry Anderson moved to approve the agenda as presented.

Second: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

PUBLIC COMMENT PERIOD

None.

MINUTES

Chair Adriane Beck asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated December 28, 2021. There were none.

Motion: Secretary/Treasurer Winton Kemmis moved to approve the minutes of the Regular Board Meeting dated December 28, 2021, as presented.

Second: Commissioner Matthew Doucette

Vote: Motion Passed Unanimously

CLAIMS FOR PAYMENT

Finance Manager Teri Norcross noted that there were a few larger checks that she wanted to comment on. A \$23,000 payment to DFW Fire Training Center is for fire training of our Public Safety Officers – nine officers taking two classes each. Part of the training is related to some features on the new firetruck. Public Safety Chief Justin Shaffer explained that the truck will have a 65-foot stick on top so that if there is a fire in the middle of a cargo aircraft, you can use that feature to reach it. It also comes with a special certification that requires a 3-day course that will be taken down in Dallas. This is the reason for the annual training expense being higher than usual.

Teri explained that Fast Signs was cut a check for \$26,000 for marketing signage. Deputy Director Tim Damrow clarified that it was an expansion of our existing signage to replace traditional billboard advertising. A \$592,000 payment to M-B Companies is for snow removal equipment. That amount will be 100% reimbursed via an AIP Grant in February. The winter weather also led to purchases of \$125,000 in snow and ice removal chemicals, in addition to \$28,000 in fuel costs.

Director Brian Ellestad noted that the YWCA Donations was a pass-through. It was monies that staff collected and donated to the YWCA for a holiday donation. The \$2,700 Meals and PR line item was a purchase of Downtown Missoula gift cards handed out to Staff in lieu of the Airport hosting an employee Christmas party.

Chair Adriane Beck asked if there were any questions or public comments regarding the Claims for Payment; there were none.

Motion: Commissioner Matt Doucette moved to approve the Claims for Payment as presented.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

FINANCIAL REPORT

Finance Manager Teri Norcross explained that for January project expenses, the Airport did not draw on our note, so the balance remained the same as last month. She also pointed out the chart that was at the end of the report. The graphic compared Operating Revenues over the past four fiscal years, detailing the breakdown of the three major areas where the monies come from.

Chair Adriane Beck asked if anyone had any questions or public comments regarding the Financial Report; there were none.

Motion: Commissioner Deb Poteet moved to accept the Financial Report as presented.

Second: Commissioner Jeff Roth

Vote: Motion Passed Unanimously

DIRECTOR'S REPORT

Director Brian Ellestad began by noting that air service continues to remain strong and that the rest of 2022 could provide record numbers. Carriers are seeing load factors above 90%. Brian envisions either himself or Tim attending more air service conferences as the Airport continues to trend towards needing more seats. Federal funding continues to go through negotiations. This is notable because the FAA will not issue grants until there are at least 6 months of federal spending agreed upon. This is a reason why the Airport Master Plan has been delayed. A new IT specialist has been hired for the Airport. Fog has led to cancelled and delayed flights. The Weather Service is predicting a cold and snowy February.

Deputy Director Tim Damrow began his report by updating progress on the new terminal project. Final counters and carpet are being installed throughout. It is much harder to give tours as there are a lot of sub-contractors on site and we want to be respectful to the contractor and not walk on newly installed items. Several airlines have been on site to review the construction with American being the most recent. High praise was given for what they are seeing, and they are looking forward to moving in before our summer peak. MSO is also working with our airline partners as we finalize our airline use agreement for the new terminal. When the Airport started this project, we committed to not raising rates and charges and we still believe we can honor that commitment.

The highlight of the update was the baggage system being tested. Tim was able to film a short video from the perspective of a bag going through the entire system.

Chair Adriane Beck asked if anyone had any further questions or comments for Brian or Tim; there were none.

Commissioner Jeff Roth had to leave the meeting. Chair Adriane Beck noted that an Alternate Commissioner would need to be seated.

Motion: Vice Chair Larry Anderson moved to seat Alternate Commissioner Pat Boyle

Second: Commissioner Matthew Doucette

Vote: Motion Passed Unanimously

LEGAL REPORT

Administrative Manager Lynn Fagan continues to work on the Airline Use Agreement contract. Union Negotiations with the Public Safety Officers are also ongoing. The team is going through each article one by one to ensure there is mutually satisfactory language in the contract. The negotiations are going well so far.

Lynn noted that COVID has been impacting the Airport Staff pretty hard recently. All departments have been affected. Missoula County is reporting a drastic increase in cases compared to just a

month ago. Director Brian Ellestad added that the restaurant has had staffing issues and at times have been only able to operate one of the two locations inside the terminal at MSO.

Chair Adriane Beck asked if anyone had any questions or public comments regarding the Legal Report; there were none.

COMMITTEE UPDATES

Executive Committee: Met January 25, 2021, to review the Board agenda.

Finance Committee: No Activity

Business Development: No Activity

Contract & Lease Committee: No Activity

Facility & Operations Committee: No Activity

Marketing Committee: No Activity

General Aviation Committee: No Activity

Legislative Committee: No Activity

UNFINISHED BUSINESS

Morrison-Maierle Task Order 'D' – Master Plan

Director Brian Ellestad noted that the Airport continues to see record growth which results in continuous change in our current and future operational and planning needs. The Airport has recently changed in its classification from a Non-Hub Commercial Airport to a Small Hub Commercial Airport. Our annual enplanements continue to increase, and the airlines that serve the Airport are also modifying their operations to meet demand by adding destinations and increasing capacity with more flights and upsizing aircraft. The General Aviation community is also seeing a significant increase in operations which is resulting in more ramp, taxi lane and hangar requests. As a result, the demand for infrastructure and developable land on the airside and landside has increased dramatically. The Missoula community is also growing at a rapid pace. This is putting pressure on the Airport to protect the airspace and surrounding property for our current and future growth needs.

As a result, Morrison-Maierle has been requested to develop a new Master Plan. The Master Plan will identify the aeronautical and non-aeronautic demands of the Airport and develop a plan to address those needs and concerns. Planning will begin once a grant has been accepted by the FAA, with the whole process taking 18-24 months to complete. A grant application will be submitted shortly after acceptance of this Task Order and completion of an Independent Fee Review.

Shaun Shea of Morrison-Maierle added that this study will have more scope than a typical Master Plan. The FAA requested a deep dive into a few areas: the South side of the Airport land; how to protect air space on the East side of the property; and looking into noise. The graduation for MSO to a small hub requires an SRM Panel. An AGIS Survey detailing the approaches into the airport is required and has not been done since 1995. This will all mean higher costs than normal as well.

Commissioner Shane Stack asked how this study will help with future Airport growth. Brian replied that the main benefit would be in forecasting aviation for Phase IV and beyond. Shane also asked about carbon neutrality and solar implementation. Shaun responded that it is being looked at. Some of the ways that is being pulled in is through the use of recyclable material in the design of the terminal, as well as future planning for solar/electric vehicle charging for both the parking lot and the ground handling equipment. Sustainable energy is another factor that will be looked into.

Shane also asked about the Steering Committee. He was curious if getting other local developers involved in the process would be a benefit, especially the Mullan area people since the two areas are so close to each other. Brian said that would be very likely, adding that Shane is probably going to be involved in the process as well. Administrative Manager Lynn Fagan noted that she had already made City and County staffs aware of the Master Plan study and will be utilizing their participation.

Vice Chair Larry Anderson asked about the team at Morrison-Maierle that will be involved. Shaun clarified that he will be focusing on the terminal but will remain the main point of contact for all things Airport related. Keith Belden will be heading up all things relating to Civil design. Scott Bell will be leading the charge on the Master Plan along with Mike Carlson in Helena.

Larry also asked about the Planning Advisory Committee and who would be part of that. Shaun replied that was still to be determined. There would be a group decision involving the Board, Morrison-Maierle, Director Brian Ellestad and Deputy Director Tim Damrow. The last Master Plan was in 2008 and Shaun was not involved during that study, so he was not sure how this compares to the previous one.

Gary Matson, of Runway 25 Hangars and publisher of the MSO GA Newsletter, asked about a General Aviation Committee since one was used during the 2008 study. Shaun responded that it sounded like a great idea.

Chair Adriane Beck asked if anyone had any other questions or public comments; there were none.

Motion: Secretary/Treasurer Winton Kemmis moved to approve Task Order 'D' with Morrison-Maierle in the amount of \$1,100,000.00, contingent on the completion of an Independent Fee Review.

Second: Alternate Commissioner Pat Boyle

Vote: Motion Passed Unanimously

Chair Adriane Beck mentioned that there were no other discussions items on the agenda, and that the February Board Meeting will be held in the Airport Conference Room and remotely via GoToMeeting on Tuesday, February 22, 2022, at 1:30 pm.

There being no further business, the meeting was adjourned.

Missoula County Airport Authority
Claims For Payment
January 25, 2022 through February 21, 2022

Note

Per Airport policy, checks for prepaid invoices were mailed on February 10, 2022
They are highlighted in the Check Register list for the General Checking Account

Credit Card Charges - by Expense Type (paid with check #47901)

AvSec Fingerprinting	1,000.00
Communication R&M	285.00
Office Supplies	4,115.27
Postage	242.72
Computer Equipment - set up new EE IT Specialist	6,621.87
Vehicle R&M	299.98
Tools/Equipment	201.19
Contracted Maintenance - licensing, phishing training, wreaths	386.79
Landside Maintenance - storage shed for Republic Parking	3,664.00
Employee Training Expense	776.33
Travel Expense - roundtable conference, receive delivery on new fire truck, PSO fire training	5,385.28
Memberships	204.00
Meals & PR	530.96
COVID-19 Expense	1,265.77
Miscellaneous expenses	850.62
	<u>\$ 25,829.78</u>

Project Checking Account

Check Number	Vendor Name	Amount
104	MORRISON MAIERLE	33,277.52
105	MARTEL	48,385.51
106	Arconas Corporation	142,635.95
1111	GRAINGER	676.12
1112	OFFICE SOLUTIONS & SERVICES	95,133.65
1113	FASTSIGNS	15,000.00
1115	MISC TAX DIVISION	488.74
		<u>\$ 335,597.49</u>

Missoula County Airport Authority
Check Register
General Checking Account
January 25, 2022 through February 21, 2022

Check	Vendor Name	Description	Amount
47887	US Dept of Homeland Security	Refund of interest paid with BHS put 12/10/21	286.73
47888	BLACKFOOT COMMUNICATIONS	Phone Charges	2,123.09
47889	City of Missoula	Utility Expense (combined water & sewer)	7,553.77
47890	ENERGY WEST	Electric / Gas Expense	4,508.70
47891	MARTINSEN, TYLER	Travel Expense - cash advance for new fire truck inspection	126.00
47892	MSLA ELECTRIC COOP	Electric / Gas Expense	861.82
47893	MURDOCHS	Petroleum Products, Uniform, Vehicle, Building, Meals & PR	328.77
47894	CENTURYLINK	Phone Charges	655.09
47895	REPUBLIC SERVICES	Disposal Expense	4,154.71
47896	RISEING FAST v	Custodial Services	18,060.00
47897	SHAFFER, JUSTIN	Travel Expense - cash advance for new fire truck inspection	126.00
47898	SWEET PEA SEWER	Contracted Maintenance - after hours call	185.50
47899	VERIZON	Phone Charges	891.52
47900	NORTHWESTERN ENERGY	Electric / Gas Expense	31,662.11
47901	FIRST NATIONAL BANK	Credit Card Charges	25,829.78
47902	TFS-KELLEY IMAGING SYSTEMS	Contracted Maintenance - Printer Lease	300.82
47903	A & I Distributors	Petroleum Products Expense	232.31
47904	AAAE	Equipment - web based interactive employee training for badging September 2021 board approved	21,200.00
47905	BMC WEST	Building General R&M	55.00
47906	CHEMSEARCHFE	Mechanical/Supplies	986.24
47907	CREATIVE P & G, INC	Contracted Maintenance - baggage claim window replacement	1,630.00
47908	CULLIGAN	Office Supplies - water service	170.75
47909	CUSTOM STITCH AND PRINT	Uniform Expense	200.50
47910	CUSTOM WEST PEST CONTROL	Contracted Maintenance - pest control	195.00
47911	DTN, LLC	Pre-Paid Expense - Weather Sentry System which replaces Vaisala January 2022 board approved	16,995.52
47912	FIRST CALL	Contracted Maintenance - technology, monthly IT agreement February	1,202.00
47913	HILLYARD INC	Custodial Supplies - cleaning supplies	2,916.35
47914	INFAX, INC.	Contracted Maintenance - monthly MUFIDS hosting & support January	375.00
47915	IRIS COMPANIES	Office Supplies - badge cards	2,590.00
47916	MT DEPT OF REVENUE	Contracted Maintenance - transfer liquor license to new terminal	200.00
47917	ALLEGIAN AIR	Marketing - radio/TV advertising 11/08/2021 to 11/28/2021	16,008.33
47918	ECOLAB INC	Custodial Supplies - cleaning supplies	1,249.00
47919	HOTSY	Rent Car R&M	41.08
47920	JOHNSON CONTROLS/SIMPLEX	Contracted Maintenance - fire alarm test and inspection	1,594.00
47921	KLP	Contracted Maintenance - pre-inspection for ATCT UL inspection	350.00
47922	M-B COMPANIES, INC.	Vehicle R&M	560.02
47923	MIDLAND IMPLEMENT	Landscaping Expense	48.06
47924	MOTOROLA SOLUTIONS INC	CIP Motorola Radios December 2021 board approved	745.28
47925	MOUNTAIN SUPPLY	Rent Car R&M	76.40
47926	MSLA FIRE EQUIP, INC	Contracted Maintenance - annual service	2,238.90
47927	MSLA TEXTILE, INC	Contracted Maintenance - cleaning, Uniform Expense	404.31
47928	MT DEPT OF LABOR	Rent Car R&M	31.00
47929	MURDOCHS	Vehicle R&M	59.05
47930	NAPA	Vehicle R&M	514.63
47931	NORCO INDUSTRIAL	Vehicle R&M	276.99
47932	REEP, BELL & JASPER, P.C.	Legal Services	39.32
47933	SWEET PEA SEWER	Contracted Maintenance - after hours call	475.00
47934	TREMPER DISTRIBUTING	Petroleum Products Expense - fuel for all departments	5,316.25
47935	TRI-ARC INC.	Fog Abatement	534.97

Missoula County Airport Authority
Check Register
General Checking Account
January 25, 2022 through February 21, 2022

Check	Vendor Name	Description	Amount
47936	VW ICE INC	Office Supplies - ice for Ground Handling	525.00
47937	WE DUST	Snow and Ice Removal	10,324.66
47938	WINDFALL	Marketing - design services and digital update	600.00
47939	WOMACK	Vehicle R&M	938.84
47940	QUOTIENT GROUP	Marketing - 3 month social media and newsletter support, awards	6,196.08
47941	WINDFALL	Marketing - design services	75.00
47942	FRONTIER AIRLINES - GHS	Refunded Overpayment	8,878.40
			<u>\$ 204,703.65</u>

Missoula County Airport Authority - Financial Report

For Period Ended: 1/31/22

- On the **Balance Sheet**:

- ✿ **Accounts Receivables** for general revenues at 1/31/22 were \$817,423.67. Included in the AR are three months of amounts owed by Republic Parking totaling \$553,862.55.
- ✿ **Accounts Receivables** for ground services was \$163,487.73 at months end.
- ✿ **Grants Receivable** balance includes amounts owed by the agreement with the TSA for funding of the baggage handling system. Other amounts included reimbursement for the SRE purchase and the balances of two grants that should be closed soon.
- ✿ **Terminal** projects costs to 1/31/22 are \$62,194,200.68.
- ✿ No amounts were drawn on notes **2019 A** or **2019 B** during the January. Month end debt balances total \$13,195,000.

- On the **Profit and Loss** reports:

- ✿ Fiscal year 2022 revenues for the year-to-date exceed budgeted revenues by over \$2 million.
- ✿ Operating expenses for the year-to-date are running under budget by over \$140,000.
- ✿ Net Operating Income is \$1,980,671.
- ✿ \$619,794 was drawn from the CARES grant to reimburse operating expense in January.
- ✿ Federal grant funds in the amount of \$629,910 were recorded for January AIP funded capital expenses.

- **Other Financial Information:**

- ✿ Authority reserves are held in several local banks and in the STIP. Reserves are earning between .16% to .35%.
- ✿ Calculated conservatively, cash reserves at the date of this report are sufficient to cover 6 months of operating costs.



Missoula County Airport Authority
Balance Sheet
As of January 31, 2022

Jan 31, 22

ASSETS

Current Assets

Checking/Savings

10100 · Petty Cash	300.00
10500 · General Checking Acct	2,794,706.11
10511 · Project Checking Acct	3,950.00
10550 · USFS Account	50,003.09
10560 · Contingency Account- new	125,613.45
10580 · CFC Account	1,296,615.27
10590 · STIP Terminal Reserve	22,892.13
10600 · STIP	730,768.97
10604 · Money Market Accounts	
10605 · BANK of Montana Money Market	258,223.98
10610 · Stockman MM	250,430.24
10644 · Sweep Acct FSB	549,721.51
10645 · FSB Construction	1.00
Total 10604 · Money Market Accounts	<u>1,058,376.73</u>
10700 · Payroll Checking	15,248.27
10710 · Flex - FIB	9,477.68
10750 · PFC Cash at US BANK	<u>1,477,174.06</u>
Total Checking/Savings	<u>7,585,125.76</u>

Accounts Receivable

10800 · Accounts Receivable	817,423.67
10807 · A/R Advertising	7,914.00
10809 · A/R Ground Handling	163,487.73
10810 · A/R Non-Based Landing Fees	<u>6,111.90</u>
Total Accounts Receivable	<u>994,937.30</u>

Other Current Assets

10900 · AvSec Fingerprinting Account	1,327.75
11200 · Grants Receivable	1,004,172.55
11300 · Prepaid project expenses	11,104.89
11500 · Pre-Paid Expenses	88,826.91
11600 · Prepaid Insurance	55,029.56
11700 · Concession Contract Receivable	729,998.00
12000 · Undeposited Funds	<u>2,868.01</u>
Total Other Current Assets	<u>1,893,327.67</u>

Total Current Assets

10,473,390.73

Fixed Assets

13000 · Land	11,617,234.48
13100 · Land Improvements	8,203,318.43
13200 · Buildings- Terminal	13,438,560.91
13300 · Buildings- Ops & Fire	6,184,039.07
13450 · Buildings - Other	7,858,137.38

Missoula County Airport Authority
Balance Sheet
As of January 31, 2022

	<u>Jan 31, 22</u>
13500 · Runways/Taxiways/Apron	70,814,746.05
13600 · Lighting/ Security System	3,910,737.11
13700 · Sewage System	298,102.06
13900 · ATCT	6,513,529.80
14000 · Equipment	3,182,996.70
14100 · Furniture & Fixtures	54,034.29
14300 · Vehicles	6,366,183.36
14400 · Studies	1,925,406.96
14500 · Allowance for Depreciation	-96,717,450.70
19400 · Construction in Progress	
19401 · GS Equipment	525.00
19402 · Exit Plaza	1,825,037.99
19407 · CIP PSO Vehicle	693.72
19415 · AIP 69 Aviation Way Widening	286,154.97
19416 · Parking Lot Re-Construct	2,515,626.87
19417 · AIP 74 PCI	103,205.78
19418 · TAR Parking Lot Mods	596,166.99
19421 · AIP 73 Widen Aviation Way	1,301,541.97
19423 · Rent Cars Temp Facility	26,644.68
19425 · De-Ice Ramp Design	110,733.52
19427 · De-ice Truck AP8	30,150.92
19430 · CIP- Terminal	
19403 · CIP - Terminal FFE	962,797.78
19411 · Conex improvements	284,236.98
19413 · VALE Grant	2,669,912.90
19420 · East Concourse	1,942,912.68
19422 · Future Grant Landscaping	106,242.57
19428 · Phase 3 Terminal Expansion	3,200.00
19431 · Baggage Handling System - TSA	3,465,805.03
19432 · Future AIP Steel and vertical	823,233.90
19433 · Future AIP Demo/Foundation	911,250.76
19434 · AIP 76 CSI	18,687,189.61
19436 · AIP 65 Demo/Foundation	3,513,757.48
19437 · AIP 65 Vertical/Steel	4,820,081.56
19438 · AIP 65 Core/Interior	4,099,817.63
19439 · AIP 68 Core Interior	9,097,385.23
19452 · AIP 64 Demo & Foundation	6,545,260.74
19453 · D&F unclaimed expenses	10,275.83
19458 · AIP 64 Terminal Final Design	4,250,840.00
Total 19430 · CIP- Terminal	62,194,200.68
19455 · AIP 63 Access Road	1,938,308.50
19459 · CIP-Design access road/W GA	25,058.00
19466 · AIP 66 TAR	1,111,111.11

Missoula County Airport Authority
Balance Sheet
As of January 31, 2022

	Jan 31, 22
19400 · Construction in Progress - Other	30,000.00
Total 19400 · Construction in Progress	72,095,160.70
19429 · Motorola Radios	745.28
Total Fixed Assets	115,745,481.88
Other Assets	
19600 · Deferred Pension Outflows	948,581.00
19700 · Concession Contract Recvble	1,443,256.26
Total Other Assets	2,391,837.26
TOTAL ASSETS	128,610,709.87
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20500 · Accounts Payable	189,774.81
20505 · Accounts Payable- Projects	1,414,774.08
Total Accounts Payable	1,604,548.89
Other Current Liabilities	
21600 · Accrued Vacation/Sick Payable	445,723.43
22150 · Deferred Income	1,500.00
24000 · Payroll Liabilities	-5,069.80
Total Other Current Liabilities	442,153.63
Total Current Liabilities	2,046,702.52
Long Term Liabilities	
25030 · 2019 Note A	10,422,750.00
25035 · 2019 Note B	2,772,250.00
25700 · Deferred Concession Contract	2,173,254.26
26000 · Pension Liability	4,147,737.66
26100 · Deferred Pension Inflows	118,590.00
Total Long Term Liabilities	19,634,581.92
Total Liabilities	21,681,284.44
Equity	
29500 · Unreserved	92,934,375.13
29510 · Reserved	2,293,160.00
Net Income	11,701,890.30
Total Equity	106,929,425.43
TOTAL LIABILITIES & EQUITY	128,610,709.87

Missoula County Airport Authority
Profit & Loss Budget Performance
January 2022

	Jan 22	Budget	Jul '21 - Jan 22	YTD Budget	Annual Budget	
Ordinary Income/Expense						
Income						
30100 - Signatory Landing Fees	35,934.73	53,092.00	360,037.45	371,644.00	637,109.00	96.88%
30200 - Non Sig Landing Fees	11,506.41	16,973.00	197,598.75	118,811.00	203,681.00	166.31%
30210 - Cargo Landing Fees	2,902.39	3,666.00	22,724.13	25,662.00	43,995.00	88.55%
30220 - Charter Landing Fees	0.00	682.00	1,443.41	4,774.00	8,184.00	30.23%
30300 - Non-Based Landing Fees	0.00	2,273.00	45,106.65	15,911.00	27,280.00	283.49%
30400 - Signatory Rent	90,392.87	90,393.00	632,750.09	632,751.00	1,084,716.00	100.00%
30410 - Non-Sig Turn Fees	12,720.00	20,450.00	290,640.00	143,150.00	245,406.00	203.03%
30507 - Advertising Income	18,288.00	12,292.00	111,376.00	86,040.00	147,500.00	129.45%
30509 - Ground Handling	68,134.40	70,200.00	670,573.39	581,214.00	936,741.00	115.37%
30600 - FBO Rentals	19,597.60	21,667.00	148,694.20	151,669.00	260,000.00	98.04%
30800 - Fuel Flowage Fees	7,394.20	5,833.00	101,471.02	40,831.00	70,000.00	248.51%
30900 - Fuel Farm Leases	348.03	333.00	2,436.21	2,331.00	4,000.00	104.51%
31000 - Coffee Concession	6,353.76	5,406.00	67,441.88	57,572.00	86,507.00	117.14%
31100 - Restaurant	4,129.24	4,262.00	39,034.10	42,294.00	74,238.00	92.29%
31200 - Food Truck Concessions	0.00		269.00		-	
31300 - Rental Car %	121,210.82	37,579.00	1,300,453.89	772,113.00	1,072,662.00	168.43%
31400 - Rent Car Rent	14,919.80	8,750.00	104,438.60	61,250.00	105,000.00	170.51%
31700 - FAA Sector Office	0.00		0.00	0.00	0.00	-
31800 - USFS Landing Fees	0.00		101,236.62	24,800.00	24,800.00	408.21%
31900 - USFS Hangar Rent	20,688.33	20,000.00	144,818.31	140,000.00	240,000.00	103.44%
32100 - Gift Shop Faber	5,197.46	7,326.00	83,276.14	113,558.00	166,052.00	73.33%
32200 - Travel Agency	591.09	592.00	4,137.63	4,144.00	7,100.00	99.85%
32400 - Parking Lot	371,823.88	44,344.00	1,187,723.01	310,408.00	1,617,706.00	382.63%
32800 - Ag Land Leases	0.00	1,125.00	0.00	7,875.00	13,500.00	0.00%
32900 - Non-Aeronautical Ground Rent	21,376.97	23,000.00	163,360.78	161,000.00	276,000.00	101.47%
32910 - Aeronautical Ground Rent	13,842.92	3,750.00	64,287.39	26,250.00	45,000.00	244.90%
33000 - Vending	1,255.82	3,846.00	24,851.47	30,712.00	51,343.00	80.92%
33800 - Off Airport Rent Cars	1,331.66	927.00	15,090.89	23,270.00	33,006.00	64.85%
34000 - Utilities Reimbursement	3,310.69	2,600.00	17,387.13	18,200.00	31,200.00	95.53%
34200 - Miscellaneous Income	4,549.00	3,333.00	78,027.53	23,331.00	40,000.00	334.44%
81402 - TSA LEO Reimbursement	0.00	8,917.00	71,979.96	62,419.00	107,000.00	115.32%
81403 - TSA Checkpoint OTA	0.00		3,572.70		-	
85100 - Badging Fees Collected	1,343.00		12,379.00		-	
Total Income	859,143.07	473,611.00	6,068,617.33	4,053,984.00	7,659,726.00	149.70%
Gross Profit	859,143.07	473,611.00	6,068,617.33	4,053,984.00	7,659,726.00	

Missoula County Airport Authority
Profit & Loss Budget Performance
January 2022

Expense	Jan 22	Budget	Jul '21 - Jan 22	YTD Budget	Annual Budget	
40100 - Wages	255,374.37	239,051.00	1,850,141.95	1,982,485.00	3,229,771.00	93.32%
40330 - Overtime Wages	10,437.27	3,847.00	34,572.88	30,765.00	50,000.00	112.38%
40600 - Fringe Benefits Expense	96,185.65	91,629.00	707,434.57	736,722.00	1,201,171.00	96.02%
40800 - Legal Services	142.32	1,250.00	1,615.72	8,750.00	15,000.00	18.47%
41200 - Insurance Expense	11,005.92	11,667.00	78,422.44	81,669.00	140,000.00	96.02%
41300 - Accounting Expense	0.00	1,000.00	33,656.00	30,000.00	31,750.00	112.19%
41400 - Phone Charges	3,669.50	4,296.00	25,593.49	30,072.00	51,550.00	85.11%
41600 - Phone R&M	0.00	16.00	47.99	112.00	200.00	42.85%
41800 - Communication R&M	698.00	1,492.00	13,706.75	10,444.00	17,905.00	131.24%
42000 - Office Supplies	8,473.56	3,529.00	20,398.70	24,703.00	42,357.00	82.58%
42100 - Computer Equipment Expense	6,312.87	2,066.00	19,345.24	14,462.00	24,800.00	133.77%
42200 - Electricity/Gas Expense	35,702.48	40,815.00	186,381.85	257,985.00	394,513.00	72.25%
42400 - Water Expense	5,473.62	4,230.00	41,048.89	49,128.00	78,790.00	83.55%
42500 - Sewer Expense	2,080.15	2,359.00	28,246.51	26,248.00	47,758.00	107.61%
42600 - Disposal Expense	4,154.71	3,959.00	28,977.39	27,713.00	47,506.00	104.56%
42800 - Disposal-Industrial	-260.00	485.00	-1,370.47	3,395.00	5,825.00	-40.37%
43000 - Petroleum Products Expense	23,660.87	11,947.00	68,861.43	49,938.00	76,052.00	137.89%
43400 - Vehicle R&M	3,421.49	6,870.00	56,090.45	56,050.00	92,440.00	100.07%
43600 - Equipment Rental	0.00	635.00	742.11	4,445.00	7,625.00	16.70%
43800 - Tools/Equipment	-1,627.47	4,989.00	10,357.34	34,923.00	59,875.00	29.66%
44000 - Landscaping Expense	48.06	0.00	1,794.29	3,003.00	7,925.00	59.75%
44100 - Custodial Services	18,658.00	17,860.00	126,018.00	125,020.00	214,320.00	100.80%
44200 - Contracted Maintenance	22,962.05	20,758.00	141,341.42	145,306.00	249,079.00	97.27%
44302 - Jet Bridge R&M	0.00	583.00	31,660.96	4,081.00	7,000.00	775.81%
44400 - Electric Maintenance	10.32	976.00	5,326.45	6,832.00	11,700.00	77.96%
44600 - Plumbing Expense	0.00	691.00	2,156.86	4,837.00	8,300.00	44.59%
44800 - Mechanical/Supplies	1,280.96	1,792.00	14,759.66	12,544.00	21,500.00	117.66%
45000 - Building General R&M	93.92	1,546.00	7,077.68	10,828.00	18,575.00	65.36%
45104 - Rent Car R&M	184.19	667.00	11,502.61	4,669.00	8,000.00	246.36%
45106 - USFS Hangar R&M	0.00	288.00	3,270.40	2,016.00	3,455.00	162.22%
45203 - Airfield Maintenance	317.00	100.00	4,388.80	20,615.00	51,085.00	21.29%
45400 - Landside Maintenance	4,307.90	304.00	9,708.58	13,916.00	22,400.00	69.77%
45600 - Airfield Lighting R&M	151.05	1,325.00	2,592.69	9,275.00	15,900.00	27.95%
45703 - Fog Abatement	0.00	1,162.00	2,972.69	3,729.00	4,240.00	79.72%
45800 - Snow & Ice Removal	100,306.88	63,116.00	235,598.55	118,565.00	192,306.00	198.71%
46000 - Custodial Supplies	5,431.67	4,793.00	37,724.32	35,795.00	56,155.00	105.39%
46400 - Uniform Expense	667.91	2,407.00	13,993.02	22,474.00	41,275.00	62.26%
46600 - Employee Training Expense	776.33	5,734.00	37,378.77	40,138.00	68,810.00	93.13%
46800 - Travel Expense	5,637.28	2,361.00	23,136.11	26,475.00	63,400.00	87.39%
47000 - Memberships	1,179.00	1,782.00	8,070.95	12,474.00	21,377.00	64.70%

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Missoula County Airport Authority
Profit & Loss Budget Performance
January 2022

	Jan 22	Budget	Jul '21 - Jan 22	YTD Budget	Annual Budget	
47200 · Safety Supplies/Equipment	157.36	2,425.00	12,230.82	16,975.00	29,113.00	72.05%
47303 · Wildlife Mitigation	0.00	667.00	2,855.43	4,669.00	8,000.00	61.16%
47400 · Meals & PR	559.53	1,482.00	15,412.29	10,374.00	17,790.00	148.57%
47501 · Marketing	42,097.73	12,917.00	106,839.54	90,419.00	155,000.00	118.16%
47600 · Consultants Expense	971.34	2,765.00	15,362.82	19,355.00	33,190.00	79.37%
47707 · Display Expenses	0.00	229.00	669.81	1,603.00	2,750.00	41.78%
47717 · VIC Expenses	0.00	125.00	0.00	875.00	1,500.00	0.00%
47999 · COVID-19 Expense	1,265.77		3,682.84		-	-
49100 · Fingerprint/STA Charges	741.00		4,258.50		-	-
66000 · Payroll Expenses	0.00		0.06		-	-
66900 · Reconciliation Discrepancies	0.00		0.03		-	-
80600 · Miscellaneous Expense	0.00	138.00	-564.92	966.00	1,650.00	-58.48%
80611 · BANK Charges	437.96	379.00	2,454.99	2,653.00	4,550.00	92.54%
Total Expense	673,148.52	585,504.00	4,087,946.25	4,230,490.00	6,955,233.00	
Net Ordinary Income	185,994.55	-111,893.00	1,980,671.08	-176,506.00	704,493.00	
Other Income/Expense						
Other Income						
70200 · Interest Income-Unrestricted	-67.40	833.00	2,271.54	5,831.00	10,000.00	38.96%
70400 · Project Restricted Interest	6.45		89.36		-	-
70600 · Interest on land sale	0.00		455,717.74		-	-
89200 · CARES	619,794.29		1,216,255.67	596,461.38	596,461.38	203.91%
89204 · CRRSA Revenues	0.00		2,278,174.02	2,000,000.00	2,000,000.00	113.91%
89400 · Capital Contributions					-	-
31500 · CFCs	39,569.17	70,000.00	525,764.00	490,000.00	840,000.00	107.30%
89000 · Federal Contributions					-	-
89205 · ARPA funds	0.00		5,375,923.00		-	-
89000 · Federal Contributions - Other	629,909.78	592,234.34	1,926,321.45	1,888,585.56	1,888,585.56	102.00%
Total 89000 · Federal Contributions	629,909.78	592,234.34	7,302,244.45	1,888,585.56	1,888,585.56	386.65%
89100 · TSA OTA contribution	106,104.29		1,009,346.25	903,242.06	903,242.06	111.75%
89500 · PFC Contributions	116,879.66	110,000.00	764,630.19	629,400.00	1,500,000.00	121.49%
Total 89400 · Capital Contributions	892,462.90	772,234.34	9,601,984.89	3,911,227.62	5,131,827.62	245.50%
Total Other Income	1,512,196.24	773,067.34	13,554,493.22	6,513,520.00	7,738,289.00	
Other Expense						
80140 · Note 2019A Interest Expense	0.00	0.00	231,204.85	339,700.00	1,036,524.00	68.06%
80145 · Note 2019 B Interest Expense	0.00	0.00	46,969.17	90,300.00	275,531.00	52.01%
80300 · Depreciation	504,945.85	504,769.18	3,347,599.69	3,347,419.92	3,347,419.92	100.01%
80500 · Loss on Disposal of Assets	0.00		207,500.29		-	-
Total Other Expense	504,945.85	504,769.18	3,833,274.00	3,777,419.92	4,659,474.92	101.48%
Net Other Income	1,007,250.39	268,298.16	9,721,219.22	2,736,100.08	3,078,814.08	
Net Income	1,193,244.94	156,405.16	11,701,890.30	2,559,594.08	3,783,307.08	457.18%

Missoula County Airport Authority
Profit & Loss for Current to Prior Year
July 2021 through January 2022

	Jul '21 - Jan 22	Jul '20 - Jan 21	\$ Change
Ordinary Income/Expense			
Income			
30100 · Signatory Landing Fees	360,037.45	202,631.19	157,406.26
30200 · Non Sig Landing Fees	197,598.75	83,053.52	114,545.23
30210 · Cargo Landing Fees	22,724.13	23,805.87	-1,081.74
30220 · Charter Landing Fees	1,443.41	1,361.44	81.97
30300 · Non-Based Landing Fees	45,106.65	52,871.61	-7,764.96
30400 · Signatory Rent	632,750.09	632,750.09	0.00
30410 · Non-Sig Turn Fees	290,640.00	103,770.00	186,870.00
30500 · Equipment/Space/Services	0.00	0.00	0.00
30507 · Advertising Income	111,376.00	98,586.00	12,790.00
30509 · Ground Handling	670,573.39	446,361.06	224,212.33
30600 · FBO Rentals	148,694.20	151,371.22	-2,677.02
30800 · Fuel Flowage Fees	101,471.02	60,253.37	41,217.65
30900 · Fuel Farm Leases	2,436.21	2,362.36	73.85
31000 · Coffee Concession	67,441.88	26,515.76	40,926.12
31100 · Restaurant	39,034.10	42,107.18	-3,073.08
31200 · Food Truck Concessions	269.00	0.00	269.00
31300 · Rental Car %	1,300,453.89	755,098.30	545,355.59
31400 · Rent Car Rent	104,438.60	108,398.30	-3,959.70
31800 · USFS Landing Fees	101,236.62	19,927.35	81,309.27
31900 · USFS Hangar Rent	144,818.31	143,512.71	1,305.60
32100 · Gift Shop Faber	83,276.14	64,381.03	18,895.11
32200 · Travel Agency	4,137.63	4,137.63	0.00
32400 · Parking Lot	1,187,723.01	394,368.92	793,354.09
32900 · Non-Aeronautical Ground Rent	163,360.78	159,419.88	3,940.90
32910 · Aeronautical Ground Rent	64,287.39	61,655.49	2,631.90
33000 · Vending	24,851.47	11,987.40	12,864.07
33800 · Off Airport Rent Cars	15,090.89	20,744.60	-5,653.71
34000 · Utilities Reimbursement	17,387.13	19,797.82	-2,410.69
34200 · Miscellaneous Income	78,027.53	62,470.42	15,557.11
81402 · TSA LEO Reimbursement	71,979.96	63,130.00	8,849.96
81403 · TSA Checkpoint OTA	3,572.70	3,975.97	-403.27
85100 · Badging Fees Collected	12,379.00	6,920.00	5,459.00
89201 · Payroll Support Funds	0.00	89,660.34	-89,660.34
Total Income	6,068,617.33	3,917,386.83	2,151,230.50
Gross Profit	6,068,617.33	3,917,386.83	2,151,230.50
Expense			
40100 · Wages	1,850,141.95	1,733,217.77	116,924.18
40330 · Overtime Wages	34,572.88	51,438.03	-16,865.15
40600 · Fringe Benefits Expense	707,434.57	684,111.40	23,323.17
40800 · Legal Services	1,615.72	4,960.60	-3,344.88
41200 · Insurance Expense	78,422.44	74,364.50	4,057.94
41300 · Accounting Expense	33,656.00	30,120.00	3,536.00
41400 · Phone Charges	25,593.49	30,973.51	-5,380.02
41600 · Phone R&M	47.99	0.00	47.99
41800 · Communication R&M	13,706.75	2,881.98	10,824.77
42000 · Office Supplies	20,398.70	13,808.48	6,590.22
42100 · Computer Equipment Expense	19,345.24	3,811.83	15,533.41
42200 · Electricity/Gas Expense	186,381.85	176,182.26	10,199.59
42400 · Water Expense	41,048.89	33,880.50	7,168.39
42500 · Sewer Expense	28,246.51	24,453.40	3,793.11
42600 · Disposal Expense	28,977.39	23,889.30	5,088.09
42800 · Disposal-Industrial	-1,370.47	-1,189.42	-181.05
43000 · Petroleum Products Expense	68,861.43	28,234.90	40,626.53
43400 · Vehicle R&M	56,090.45	30,979.76	25,110.69
43600 · Equipment Rental	742.11	241.31	500.80
43800 · Tools/Equipment	10,357.34	8,314.61	2,042.73
44000 · Landscaping Expense	1,794.29	623.14	1,171.15
44100 · Custodial Services	126,018.00	125,383.00	635.00
44200 · Contracted Maintenance	141,341.42	143,249.19	-1,907.77
44302 · Jet Bridge R&M	31,660.96	1,586.48	30,074.48
44400 · Electric Maintenance	5,326.45	3,289.32	2,037.13
44600 · Plumbing Expense	2,156.86	3,378.38	-1,221.52
44800 · Mechanical/Supplies	14,759.66	11,070.02	3,689.64

Missoula County Airport Authority
Profit & Loss for Current to Prior Year
July 2021 through January 2022

	Jul '21 - Jan 22	Jul '20 - Jan 21	\$ Change
45000 · Building General R&M	7,077.68	12,753.33	-5,675.65
45104 · Rent Car R&M	11,502.61	2,955.63	8,546.98
45106 · USFS Hangar R&M	3,270.40	649.43	2,620.97
45203 · Airfield Maintenance	4,388.80	7,203.10	-2,814.30
45400 · Landside Maintenance	9,708.58	1,469.65	8,238.93
45600 · Airfield Lighting R&M	2,592.69	582.54	2,010.15
45703 · Fog Abatement	2,972.69	1,570.42	1,402.27
45800 · Snow & Ice Removal	235,598.55	163,814.26	71,784.29
46000 · Custodial Supplies	37,724.32	24,739.75	12,984.57
46400 · Uniform Expense	13,993.02	20,891.22	-6,898.20
46600 · Employee Training Expense	37,378.77	12,223.23	25,155.54
46800 · Travel Expense	23,136.11	4,356.62	18,779.49
47000 · Memberships	8,070.95	11,099.00	-3,028.05
47200 · Safety Supplies/Equipment	12,230.82	12,113.85	116.97
47303 · Wildlife Mitigation	2,855.43	13.98	2,841.45
47400 · Meals & PR	15,412.29	8,427.11	6,985.18
47501 · Marketing	106,839.54	74,540.75	32,298.79
47600 · Consultants Expense	15,362.82	17,400.48	-2,037.66
47707 · Display Expenses	669.81	1,014.66	-344.85
47999 · COVID-19 Expense	3,682.84	42,161.39	-38,478.55
49100 · Fingerprint/STA Charges	4,258.50	2,614.00	1,644.50
66000 · Payroll Expenses	0.06	0.00	0.06
66900 · Reconciliation Discrepancies	0.03	-2.89	2.92
80600 · Miscellaneous Expense	-564.92	465.81	-1,030.73
80611 · BANK Charges	2,454.99	1,397.73	1,057.26
80650 · Finance Charges	0.00	0.00	0.00
Total Expense	4,087,946.25	3,667,709.30	420,236.95
Net Ordinary Income	1,980,671.08	249,677.53	1,730,993.55
Other Income/Expense			
Other Income			
70200 · Interest Income-Unrestricted	2,271.54	8,865.26	-6,593.72
70400 · Project Restricted Interest	89.36	172.50	-83.14
70600 · Interest on land sale	455,717.74	0.00	455,717.74
89200 · CARES	1,216,255.67	1,289,072.28	-72,816.61
89202 · COVID-19 Relief Revenue	0.00	6,132.54	-6,132.54
89204 · CRRSA Revenues	2,278,174.02	0.00	2,278,174.02
89400 · Capital Contributions			
31500 · CFCs	525,764.00	501,476.00	24,288.00
89000 · Federal Contributions			
89205 · ARPA funds	5,375,923.00	0.00	5,375,923.00
89000 · Federal Contributions - Other	1,926,321.45	8,878,012.07	-6,951,690.62
Total 89000 · Federal Contributions	7,302,244.45	8,878,012.07	-1,575,767.62
89100 · TSA OTA contribution	1,009,346.25	27,491.51	981,854.74
89500 · PFC Contributions	764,630.19	348,334.60	416,295.59
89400 · Capital Contributions - Other	0.00	155,381.95	-155,381.95
Total 89400 · Capital Contributions	9,601,984.89	9,910,696.13	-308,711.24
Total Other Income	13,554,493.22	11,214,938.71	2,339,554.51
Other Expense			
80140 · Note 2019A Interest Expense	231,204.85	8,092.35	223,112.50
80145 · Note 2019 B Interest Expense	46,969.17	1,668.08	45,301.09
80300 · Depreciation	3,347,599.69	3,003,032.80	344,566.89
80500 · Loss on Disposal of Assets	207,500.29	0.00	207,500.29
Total Other Expense	3,833,274.00	3,012,793.23	820,480.77
Net Other Income	9,721,219.22	8,202,145.48	1,519,073.74
Net Income	11,701,890.30	8,461,823.01	3,250,067.29



**Director's Report
February 17, 2022**

Director's Statement: Opening of our new terminal is getting closer and closer! You are probably wondering what to expect on Tuesday morning when we meet to dedicate the new terminal. Besides thanking you for all the support and guidance you have given myself and staff, we are hoping to use the time to give the media time in the new building and build excitement for the grand opening. Winsome A. Lenfert, FAA Deputy Associate Administrator for Airports, and Senator Jon Tester will speak about the importance of our project. This is still a construction site, so hard hat and vests will be distributed. Right now, we have early to mid-May slated for the opening. We hope to have a community "day" prior to opening pending timely occupancy permits from the city.

2022 Air Service Update: Nothing new to report, still waiting for all the airlines to finalize their summer schedules. We don't expect major changes from what is currently available for sale. As we move into spring, we are slightly down in seats vs. 2019 but hope to quickly exceed once summer arrives.

U.S Scheduled Airline Passengers were down 27% from Pre-Pandemic Levels: U.S. scheduled service airline 2021 passengers increased 83 percent from the year prior, but are down 27% when compared to pre-pandemic 2019, according to new data from the DOT. For calendar year 2021, U.S. schedule service airlines carried 670.4 million passengers, an increase of 303.6 million passengers from 2020, but a decrease of 245.9 million passengers from 2019. In 2019, the last full calendar year before the onset of Covid-19, domestic flights accounted for 88 percent of all passengers and international flights accounted for 12 percent in 2021, domestic flights accounted for 91 percent of all passengers and international flights accounted for 9 percent.

Washington DC: We continue to watch Federal Government funding; we are expecting a continuing resolution to extend funding until March 11th. We currently hope that following that we get remaining authorization for the fiscal year so that the FAA will be able to issue this year's grants.

Airport Terminal Grant Program. In February, FAA is expected to issue a Notice of Funding Opportunity on how to apply for a competitive grant from the \$1 billion that will be made available in FY22 for this program.

Airport Infrastructure Grant Program. In May, FAA is expected to: (1) issue implementation guidance and begin issuing grants for specific projects based on the FY22 airport allocations announced on December 16, 2021; and (2) issue a Notice of Funding Opportunity on how to apply for a competitive grant from the \$20

million that will be made available in FY22 for airports participating in the FAA Contract Tower Program with a sponsor-owned ATC tower.

Board Agenda: Currently we will have five items on this month's agenda. Two of the items are vending contract awards for the new terminal. Our terminal entrance sign needs an upgrade if you look at it closely. Hellgate Elementary has been a great neighbor and partner over the past several years, we would like to renew an emergency use agreement. The last item is a DEQ grant for electric ground handling equipment upgrades.

Recent Grant's: I would like to thank Dan Neuman for all the work he has done for us recently getting grant dollars for the airport. Below is a list of the grants that he has worked on since 2020. Many of these grants either helped reduce debt on the new terminal or provided cashflow relief during the pandemic when revenue was greatly reduced.

VALE	\$	756,996.00	Voluntary Airport Low Emissions	Conditioned Air Units for Jet Bridges
FEMA	\$	10,322.27	Federal Emergency Management Agency	Reimbursement for COVID supplies
LGE	\$	419,886.65	Local Government Entity	Reimbursement for LEO wages
PSP	\$	387,790.70	Payroll Support Program	Reimbursement for Ground Handling Wages
DEQ	\$	236,096.00	Department of Environmental Quality	Reimbursement for Electric GSE funded by the Volkswagen settlement
TIF	\$	155,381.95	Tax Increment Finance	Funding for portions of the Terminal Loop Road
Total	\$	1,966,473.57		

2022 State Aviation Conference: The state aviation conference is almost upon us; it will be held March 3-5th 2022 in Missoula at the Downtown Holiday Inn. This will be a great opportunity to highlight our new terminal and are working through the logistics to offer tours to as many of the attendees as possible.

Global Entry: — U.S. Customs and Border Protection is holding a Global Entry sign up at the airport March 1-3rd, slots filled up quickly after the announcement. Based on the demand we hope to hold another one on site soon.

Construction: The good news is that for those of you attending our Tuesday morning event you will get to see the construction site firsthand. Martel Construction is doing a fantastic job, sub-contractors are everywhere in the building. Some of the handouts you will receive onsite on Tuesday will show over 60 subcontracts working on our building, with over 70% being Montana based! Another fun fact is we have over 89 miles of electrical wire and 57 miles of communication wire. We could not be happier with how things are going. The jet bridges should be installed mid-March, occupancy permit mid to late April with a May opening. See most of you on Tuesday!

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: February 22, 2022

1. **TITLE:** Pepsi Vending Contract for new Terminal

Review, discussion, and possible approval of vending contract in the new terminal.
ACTION ITEM.
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** Staff published a Request for Proposals for Vending Services in the new terminal on September 23, 2021. Five bids were received and reviewed by a committee of staff members. A recommendation to award the bid to Pepsi and Valley Vending was brought to the Board in November 2021 and the Board awarded the vending bid for the new terminal to Valley Vending and Pepsi. The contracts have now been drafted and are ready for the Boards review and approval. The contracts are for a three-year term and provide for three locations for vending machines – pre- and post-security and also in the airline employee break area but also allows MCAA to add, remove or relocate machines as required. Contracts include all required federal provisions. Pepsi's contract includes their bid amount of 40% of gross receipts and a minimum annual guarantee of \$6,000.00.
5. **BUDGET INFORMATION:** MAG - \$6,000.00
6. **SUPPLEMENTAL AGENDA INFORMATION:** Vending Concession Agreement.
7. **RECOMMENDED MOTION:** Move to approve the Vending Concession Agreement with Pepsi-Cola of Missoula.
8. **PREPARED BY:** Lynn Fagan, Administrative Manager

VENDING CONCESSION AGREEMENT

THIS VENDING CONCESSION AGREEMENT ("Agreement") is made and entered into this 22nd day of February, 2022, by and between MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA" or "the Authority"), a municipal airport authority created pursuant to Montana law, and Pepsi-Cola of Missoula, ("Concessionaire"), a corporation registered to do business in the State of Montana.

RECITALS

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("Airport");
2. On September 23, 2021, MCAA advertised a Request for Proposals to provide vending services in the Airport terminal currently under construction, ("the RFP");
3. Concessionaire submitted a timely response to the RFP and is qualified and willing to provide vending services in the Airport;
4. A committee reviewed all the proposals received in response to the RFP and determined that Concessionaire's proposal was the most advantageous to the Airport;
5. The award of the proposal was approved by the MCAA Board of Commissioners at its regular meeting on November 30, 2021.

NOW THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the sufficiency of which is recognized by the parties, the parties agree as follows:

1. Lease. As of the Effective Date set forth herein, MCAA grants to Concessionaire the non-exclusive right to provide vending services in the Airport, subject to the terms, covenants, conditions and other provisions of this Agreement. All the provisions of the RFP and Concessionaire's response to the RFP are hereby incorporated into and made a part of this Agreement.
2. Locations. MCAA agrees to permit Concessionaire to place one vending machine at the locations identified below. MCAA retains the right to add, remove, move or relocate or require Concessionaire to add, remove, move or relocate vending machines as needed for maintenance, repair and upgrades.

One Vending Machine located pre-security
One Vending Machine located post-security
One Vending Machine located in employee break area

3. Term. The term of the Agreement shall commence on May 1, 2022 ("Effective Date") and continue for a term of 3 years and two months, terminating at 11:59 p.m., on June 30, 2025, unless terminated sooner pursuant to the provisions of this Agreement. The Effective Date may be amended upon mutual agreement of MCAA and Concessionaire if conditions require. Amendment of the Effective Date shall be in writing and signed by both parties.
4. Holding Over. With MCAA consent, if Concessionaire's vending machines are not removed

after expiration or termination of this Agreement, MCAA shall have the option to treat Concessionaire as a tenant from month-to-month, subject to the same conditions, restrictions, limitations and covenants as contained in this Agreement. The intent of this provision is not to extend the term of this Agreement after termination or expiration, but rather to insure that any occupancy or use by Concessionaire after expiration or termination of this Agreement is in strict compliance with the conditions, restrictions, limitations and covenants of this Agreement. If a month-to-month tenancy results from a holding over by the Concessionaire under this section, the tenancy shall be terminable by either party on not less than 30 days' notice.

5. Airport Rules and Regulations. Concessionaire's use of the Airport and all of Concessionaire's operations on Airport property are subject to all Airport rules and regulations, including MCAA's Primary Guiding Documents, as the same may be amended from time to time. If there is any conflict between the provisions of Airport rules and regulations, the Primary Guiding Documents and this Lease, the Lease shall control.
6. Rents and Fees. Concessionaire shall pay to MCAA, without deduction or set-off, rent equal to either the Minimum Annual Guarantee ("MAG Rent") or the percentage of gross (the "Percentage Rent"), as specified below, whichever is greater ("Annual Rent"):
 - a. MAG Rent: \$6,000.00
 - b. Percentage of Gross: 40%
 - c. For purposes of this Agreement, a Lease Year is defined as each consecutive 12-month period of this Agreement beginning on July 1 and ending on June 30. For any partial years, the MAG shall be pro-rated. Rent shall be paid in monthly installments in an amount equal to the Percentage of Gross Receipts for the previous month. Concessionaire shall deliver to MCAA with its rent payment a written, monthly statement, signed and certified by Concessionaire as being true and correct, setting forth the amount of Concessionaire's Gross Receipts, as defined below, during the preceding calendar month.
 - d. "Gross Receipts" as used throughout this Agreement means all revenue derived from the conduct of Concessionaire's business in or from the Airport.
 - e. The Rent is due and payable on the tenth (10th) day of each month. The first payment is due on the tenth day of the month after the Effective Date, continuing throughout the term of the Agreement, with the final rent payment due on the tenth day of the month following termination of the Agreement.
 - f. Concessionaire shall pay a 10% late charge for each rent payment that is more than twenty (20) days in arrears to cover the extra expense involved in handling delinquent payments. Any payment made after that date will not be considered complete unless it includes this late payment charge. Concessionaire will be in default under this Agreement until the late payment charge is paid.
 - g. All payments made under this Agreement will be sent to MCAA at the address set forth in this Agreement, or to whatever other person and/or address MCAA designates in writing.
 - h. Before August 15 of every year of this Agreement and the year of termination of the Agreement, Concessionaire shall submit to MCAA a written report, signed and certified by

a certified public accountant or an officer of Concessionaire to be true and correct, setting forth the total amount of Concessionaire's Gross Receipts for the prior year and the amounts paid to MCAA. This statement shall be for the purpose of corroborating the monthly statements and ensuring that annual rent has been received. If there is a balance due of the MAG Rent, Concessionaire shall pay that amount, without invoice, by September 1st. Annual statements by Concessionaire under these provisions shall be accurate and satisfactory in scope to MCAA and shall be in such form and style and shall contain such details and breakdown as MCAA may reasonably require. Late charges as set forth in subsection (f) above shall apply to any MAG Rent due under this subsection.

- i. Nothing contained in this section shall be interpreted so as to relieve Concessionaire, its tenants, sub-leases, patrons, invitees, and others from any applicable fees or charges as may be generally levied.

7. Taxes and Assessments. Concessionaire shall timely and promptly pay any and all taxes and assessments, personal property taxes, business taxes and fees, and sales taxes which become due and payable upon or arising from:

- a. Any fixtures, equipment or other property used in Concessionaire's operations;
- b. Concessionaire's operations on or from the Airport.

If requested in writing by MCAA, Concessionaire shall provide MCAA with proof of payment of all such taxes and assessments.

8. Records. Concessionaire shall, with respect to business done by it under this Agreement, keep and maintain, and shall require its sublessees, concessionaires and any other person, firm or corporation selling products or services in, upon or for use on the Airport or any part thereof to keep and maintain, in accordance with generally accepted accounting principles and procedures, complete, accurate and customary records and books of account of all Gross Receipts and all business transactions made in, upon or from the Airport during each Lease Year ("Books and Records"). The Books and Records shall be retained intact for a period of not less than three years after the end of the Lease Year to which the Books and Records pertain.

9. Inspection or Audit. MCAA shall be entitled, after 3 business days' notice, through MCAA's duly authorized agents, attorneys or accountants, to inspect or audit or make copies of any and all such information in records and books of account, including any information returns required by or furnished to any governmental authority. MCAA may audit by a certified public accountant the operations of Concessionaire each year during the term of this Agreement. In the event the Gross Receipts of Concessionaire as reported in such audit are greater than those reported by Concessionaire to MCAA for the same period, Concessionaire agrees to pay to MCAA immediately any deficiency owed to MCAA, together with interest at the rate of ten percent (10%) per annum thereon from the date the deficiency was due until paid in full. If the deficiency is greater than ten percent (10%), Concessionaire shall also pay the fees and costs of the audit. If the deficiency is ten percent (10%) or less, MCAA shall pay the fees and costs of the audit.

10. Concessionaire's Obligations. Concessionaire is responsible for:

- a. The installation, stocking, maintenance and repair of vending machines;

- b. Providing any data connections required for machine functionality;
 - c. All licenses required to market the stock within the machines;
 - d. Insuring their equipment against vandalism, damage, or loss;
 - e. Keeping vending machines fully operational and fully supplied with all products in a timely manner to keep all vending machines operating with aspect to products, change and all other necessary supplies to allow MCAA and the contractor to maximize sales;
 - f. Concessionaire shall observe and obey all laws, ordinances, rules and regulations of the federal, state, county and city governments or any agency thereof, and those of MCAA, which may be applicable to its operations at the Airport which are in effect now or as may apply in the future.
 - g. In the event MCAA becomes subject to any civil fine or penalty by reason of Concessionaire's violation of any laws, ordinances, governmental rules, regulations or standards, including but not limited to, violations under the Americans with Disabilities Act ("ADA"), or with the Transportation Security Administration ("TSA"), the cost of such fine or penalties shall be borne by Concessionaire. Furthermore, Concessionaire agrees to indemnify, defend and hold MCAA harmless from any and all fines or penalties charged against MCAA by reason of Concessionaire's violation of any laws, ordinances, governmental rules, regulations or standards.
11. Restrictions and Conditions on Use of the Airport. Concessionaire's use of the Airport is subject to the following restrictions, limitations and conditions:
- a. This Agreement is subject to all applicable federal, state and local laws and regulations governing the use of Airport property including those of the FAA, the State of Montana and Missoula County. Concessionaire agrees to comply with all such laws and regulations in all its operations on and uses of the Airport.
 - b. MCAA reserves for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Airport, together with the right to cause in the airspace such noise as may be inherent in the operations of aircraft now known or hereafter used for navigation of or flight in the airspace and for use of the airspace for landing on, taking off from, and/or operating on the Airport.
 - c. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America, 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.
 - d. This Agreement is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.
12. Non-Discrimination. Concessionaire agrees to comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations of the U.S. Department of Transportation, Title 49, Part 21, and as these regulations may be amended. No person shall be discriminated against in the use of the Airport by reason of race, religion, color, sex, age, political ideas, marital status, physical or mental handicap, creed or national origin.
- a. This agreement is subject to the requirements of the U.S. Department of

Transportation's regulations, 49 CFR Part 23. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

- b. Concessionaire agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- c. Each year, no later than ninety (90) days following September 30th, Concessionaire shall provide MCAA with the following information:
 - i. The name and address of each Montana certified ACDBE with which it has done business during the past year;
 - ii. A description of the nature of the services performed by and/or items purchased from each firm named;
 - iii. The dollar value of each transaction;
 - iv. Total dollar value for goods and services purchased for use in vending at MCAA.

If Concessionaire fails to achieve MCAA's then current ACDBE goal, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

- d. Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event of such noncompliance, MCAA shall have the right to terminate this Agreement and the estate created without liability therefor or at the election of MCAA or the United States either or both shall have the right to judicially enforce said provisions.
13. Badging Requirement. Concessionaire employees/contractors that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entity having security jurisdiction at the Airport. Concessionaire, employees, and contractors will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Concessionaire, employees, and contractors shall comply with all security related audits, inspections, and screenings. Concessionaire will immediately return badges to the Airport Public Safety Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges. Concessionaire shall be invoiced on a regular basis for badging fees. Fees shall be paid within 30 days of invoice.
14. Airport Security Plan. MCAA maintains an approved Airport Security Plan ("ASP") pursuant to 49 CFR Part 1542. Concessionaire shall at all times comply with MCAA security directives

and verbal notifications existing now or in the future. Concessionaire shall, to the fullest extent permitted by law, indemnify, defend and hold MCAA harmless for, from and against any security violation committed by agents, employees, invitees, subcontractors, sublessees, or independent contractors of Concessionaire.

15. Use of Public Airport Facilities. Concessionaire is granted the nonexclusive use of all public Airport facilities. All such use shall be in accordance with the laws of the United States of America, the State of Montana, and the rules and regulations promulgated by MCAA with reference to aviation, air navigation and general Airport operations.
16. Obligations of MCAA.
 - a. MCAA covenants and agrees that upon execution of this Agreement, the Missoula County Airport Authority is the owner of the Airport and has good title thereto, free and clear of all liens and encumbrances having priority over this Agreement but subject to the normal and customary restrictions and limitations associated with a public airport and/or the limitations and restrictions set forth in this Agreement.
 - b. MCAA covenants and agrees that during the term of this Agreement it will operate and maintain the Missoula Montana Airport and its public airport facilities as a public airport consistent with and pursuant to the assurances given by MCAA to the United States Government under the Federal Airport Act. MCAA shall maintain all roads on the Airport currently giving access to the Terminal building in good and adequate condition for use by cars and trucks and shall maintain such access to the Airport during this Agreement, subject to changes, alterations and interruptions in such access as may be necessary during construction, emergencies or special events.
17. Default by Concessionaire. Time of payment and performance are of the essence in this Agreement. The following shall be events of default:
 - a. Default in Payments. The failure of Concessionaire to pay MCAA when due any amounts required by this Agreement and such failure continues for a period of ten days after notice from MCAA;
 - b. Failure to Abide by Operating Standards. The failure of Concessionaire to perform or abide by or adhere to any Operating Standard and such failure continues for a period of five days after notice from MAA; provided, however, that MCAA shall not be required to give a notice pursuant to this section 28(b) more than two times in any Lease Year with respect to a failure to perform or abide by or adhere to any given Operating Standard, and Concessionaire's third or subsequent failure in a Lease Year to perform or abide by or adhere to any given Operating Standard shall immediately constitute an event of default under this Agreement without requirement of further notice from MCAA. As used in this section 28(b), "Operating Standard" means any covenant or condition described in this Agreement or in the RFP.
 - c. Default in Other Covenants. The failure of Concessionaire to perform any of the covenants and conditions required herein, to be kept and performed by Concessionaire, other than the failures specifically covered by other subsections of this Section 28, and such failure continues for a period of thirty (30) days after notice from MCAA of such failure.

- d. Insolvency. Insolvency of Concessionaire, an assignment by Concessionaire for the benefit of creditors; the filing by Concessionaire of a voluntary petition in bankruptcy; an adjudication that Concessionaire is bankrupt or the appointment for a receiver of the properties of Concessionaire; the filing of an involuntary petition of bankruptcy and failure of the Concessionaire to secure a dismissal of the petition within thirty days after filing ; attachment of or the levying of execution on the leasehold interest and failure of the Concessionaire to secure discharge of the attachment or release of the levy of execution within ten days of such levy or attachment.
18. MCAA's Rights Upon Default. If the MCAA notifies the Concessionaire in writing that it is in default under this Agreement, and the Concessionaire fails to cure the default within the time set forth in the notice, MCAA may, without making further notice or demand upon the Concessionaire, take any or all of the following actions:
- a. Leave this Agreement in effect, permit the vending machines to remain on Airport, and bring an action or actions against the Concessionaire to recover the amounts owed by the Concessionaire under this Agreement as they become due, and to recover any other amounts necessary to compensate the MCAA for all detriment caused by the Concessionaire's failure to perform its obligations under this Agreement.
 - b. Notify the Concessionaire in writing that the Agreement is terminated, and demand that the Concessionaire immediately remove its vending machines from the Airport. The MCAA may take this action either as an alternative to or subsequent to exercising the remedies set forth in sub-section (a) of this paragraph. If the Concessionaire does not remove its property from the Airport, then MCAA may remove the property of the Concessionaire from the Airport at the expense of the Concessionaire, and may store the Concessionaire's personal property in any reasonable manner and place selected by the MCAA, without liability for any physical damage or financial loss that may be caused to the Concessionaire by such removal. The Concessionaire agrees to reimburse the MCAA for all expenses of and all damage caused by the repossession and the removal and storage of the Concessionaire's property.
 - d. Relet to another vending company in any commercially reasonable manner, and apply the proceeds, after deducting all costs and expenses owed in payment of the Concessionaire's obligations under this Agreement, with the Concessionaire remaining responsible for any deficiency.
 - e. If Concessionaire's default consists of failure to obtain, maintain or pay for any of the insurance policies which this Agreement requires it to maintain, or failure to pay any tax, assessment, or other charge which this Agreement requires it to pay, or failure to indemnify the MCAA against any claim, action, damage, loss, injury, demand, liability, cost or expense, MCAA will have the right, but not be obligated, to take that action itself, and to bill the Concessionaire for the costs of taking that action. If the Concessionaire fails to pay such costs with the next payment due under this Agreement, the Concessionaire agrees to pay the late charge and interest on those costs at the rates provided for in paragraphs 6(j) and 6(k), respectively, of this Agreement.
 - f. Pursue any and all other rights or remedies available to the MCAA at law or in equity.
19. Notice of Default Fee. If an event of default occurs and the MCAA sends a notice of default

to Concessionaire, Concessionaire must pay the MCAA \$300 per notice to reimburse MCAA for the costs of sending the notice of default. This fee will be set forth in the notice of default, and the default will not be considered cured until this fee is paid.

20. Hold Harmless. Concessionaire agrees to indemnify and hold MCAA and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which MCAA, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Concessionaire, its officers, agents or employees in its operations at the Airport. MCAA agrees to indemnify and hold Concessionaire and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which Concessionaire, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of MCAA, its officers, agents or employees in the use of the Airport.
21. Insurance. During the term of this Agreement, the Concessionaire will obtain and maintain the following kinds and amounts of insurance with respect to its use of the Airport:
 - a. Commercial general liability insurance with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around its use of the Airport, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit of bodily injury and property damage, and shall name MCAA as an additional insured.
 - b. Property and casualty insurance with a reputable company insuring any personal property on the Airport against all risks in an amount not less than the replacement value of such items.
 - c. Any other insurance that is customarily required for the type of business activity conducted by the Concessionaire and that the MCAA may request in writing that the Concessionaire obtain.
 - d. All such insurance policies will be in a form or forms which satisfy the requirements of the Airport's Primary Guiding Documents as the same may exist or be amended from time to time. Concessionaire shall deliver to MCAA a certificate of all required insurance showing it to be in effect and providing that it will not be canceled without at least thirty (30) days prior written notification to MCAA. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Concessionaire's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Concessionaire's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Concessionaire's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Concessionaire, its officers, agents or employees in its operations at the Airport.
22. Notices. All default or termination notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may

by written notice designate. Other notices required under this Agreement may be given in writing by email:

MCAA:
Brian Ellestad
Airport Director
Missoula Montana Airport
5225 Highway 10 West
Missoula, MT 59808
bellestad@flymissoula.com

Concessionaire:
Jerry Kirschenheiter
On Premise Manager
Pepsi Cola of Missoula
339 International Way
Missoula, MT 59808
jkirschenheiter@montanavendor.com

23. Assignment, Subletting and Encumbrances Concessionaire may not sublet or assign any interest in this Agreement. Concessionaire may grant liens or encumbrances on its interest in any part or portion of this Agreement only upon first obtaining the written approval of MCAA.
24. Time. Time is of the essence in this Agreement.
25. Computation of Time. Whenever the last day for the exercise of any privilege or right or the discharge of any duty under this Agreement will fall upon a Saturday, a Sunday, or any public or legal holiday, whether state or federal, the party having the privilege, right or duty will have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.
26. Place of Performance, Governing Law and Choice of Venue. The place of performance of this Agreement shall be in Missoula County, Montana. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
27. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
28. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
29. Attorney's Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
30. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
31. Headings and Captions. The various headings, titles, subtitles, captions and numbers and

the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.

32. Waiver. The failure of MCAA or Concessionaire to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
33. Successors in Interest. The terms, covenants and conditions of this Agreement apply to and are binding on the successors and assigns of the parties to this Agreement.
34. Official and Corporate Action. The parties represent and warrant that each has taken all official or corporate action necessary to authorize the execution and performance of this Agreement.

MCAA:

MISSOULA COUNTY AIRPORT AUTHORITY

By: _____
Brian Ellestad, Airport Director

CONCESSIONAIRE:

By: _____
Jerry Kirschenheiter, On Premise Manager

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: February 22, 2022

1. **TITLE:** Valley Vending Contract for new Terminal

Review, discussion, and possible approval of vending contract with Valley Vending in the new terminal. **ACTION ITEM.**
2. **AGENDA CATEGORY:** (Please highlight)
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INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** Staff published a Request for Proposals for Vending Services in the new terminal on September 23, 2021. Five bids were received and reviewed by a committee of staff members. A recommendation to award the bid to Pepsi and Valley Vending was brought to the Board in November 2021 and the Board awarded the vending bid for the new terminal to Valley Vending and Pepsi. The contracts have now been drafted and are ready for the Boards review and approval. The contracts are for a three-year term and provide for three locations for vending machines – pre- and post-security and also in the airline employee break area but also allows MCAA to add, remove or relocate machines as required. Contracts include all required federal provisions. Valley Vending's contract includes their bid amount of 20% of gross receipts and a minimum annual guarantee of \$3,000.00.
5. **BUDGET INFORMATION:** MAG - \$3,000.00
6. **SUPPLEMENTAL AGENDA INFORMATION:** Vending Concession Agreement.
7. **RECOMMENDED MOTION:** Move to approve the Vending Concession Agreement with Refreshing USA, LLC, dba Valley Vending, LLC.
8. **PREPARED BY:** Lynn Fagan, Administrative Manager

VENDING CONCESSION AGREEMENT

THIS VENDING CONCESSION AGREEMENT ("Agreement") is made and entered into this 22nd day of February, 2022, by and between MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA" or "the Authority"), a municipal airport authority created pursuant to Montana law, and Refreshing USA, LLC, dba Valley Vending, LLC, ("Concessionaire"), a Washington Limited Liability Company registered to do business in the State of Montana.

RECITALS

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("Airport");
2. On September 23, 2021, MCAA advertised a Request for Proposals to provide vending services in the Airport terminal currently under construction, ("the RFP");
3. Concessionaire submitted a timely response to the RFP and is qualified and willing to provide vending services in the Airport;
4. A committee reviewed all the proposals received in response to the RFP and determined that Concessionaire's proposal was the most advantageous to the Airport;
5. The award of the proposal was approved by the MCAA Board of Commissioners at its regular meeting on November 30, 2021.

NOW THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the sufficiency of which is recognized by the parties, the parties agree as follows:

1. Lease. As of the Effective Date set forth herein, MCAA grants to Concessionaire the non-exclusive right to provide vending services in the Airport, subject to the terms, covenants, conditions and other provisions of this Agreement. All the provisions of the RFP and Concessionaire's response to the RFP are hereby incorporated into and made a part of this Agreement.
2. Locations. MCAA agrees to permit Concessionaire to place one vending machine at the locations identified below. MCAA retains the right to add, remove, move or relocate or require Concessionaire to add, remove, move or relocate vending machines as needed for maintenance, repair and upgrades.

One Vending Machine located pre-security
One Vending Machine located post-security
One Vending Machine located in employee break area

3. Term. The term of the Agreement shall commence on May 1, 2022 ("Effective Date") and continue for a term of 3 years and two months, terminating at 11:59 p.m., on June 30, 2025, unless terminated sooner pursuant to the provisions of this Agreement. The Effective Date may be amended upon mutual agreement of MCAA and Concessionaire if conditions require. Amendment of the Effective Date shall be in writing and signed by both parties.

4. Holding Over. With MCAA consent, if Concessionaire's vending machines are not removed after expiration or termination of this Agreement, MCAA shall have the option to treat Concessionaire as a tenant from month-to-month, subject to the same conditions, restrictions, limitations and covenants as contained in this Agreement. The intent of this provision is not to extend the term of this Agreement after termination or expiration, but rather to insure that any occupancy or use by Concessionaire after expiration or termination of this Agreement is in strict compliance with the conditions, restrictions, limitations and covenants of this Agreement. If a month-to-month tenancy results from a holding over by the Concessionaire under this section, the tenancy shall be terminable by either party on not less than 30 days' notice.
5. Airport Rules and Regulations. Concessionaire's use of the Airport and all of Concessionaire's operations on Airport property are subject to all Airport rules and regulations, including MCAA's Primary Guiding Documents, as the same may be amended from time to time. If there is any conflict between the provisions of Airport rules and regulations, the Primary Guiding Documents and this Lease, the Lease shall control.
6. Rents and Fees. Concessionaire shall pay to MCAA, without deduction or set-off, rent equal to either the Minimum Annual Guarantee ("MAG Rent") or the percentage of gross (the "Percentage Rent"), as specified below, whichever is greater ("Annual Rent"):
 - a. MAG Rent: \$3,000.00
 - b. Percentage of Gross: 20%
 - c. For purposes of this Agreement, a Lease Year is defined as each consecutive 12-month period of this Agreement beginning on July 1 and ending on June 30. For any partial years, the MAG shall be pro-rated. Rent shall be paid in monthly installments in an amount equal to the Percentage of Gross Receipts for the previous month. Concessionaire shall deliver to MCAA with its rent payment a written, monthly statement, signed and certified by Concessionaire as being true and correct, setting forth the amount of Concessionaire's Gross Receipts, as defined below, during the preceding calendar month.
 - d. "Gross Receipts" as used throughout this Agreement means all revenue derived from the conduct of Concessionaire's business in or from the Airport.
 - e. The Rent is due and payable on the tenth (10th) day of each month. The first payment is due on the tenth day of the month after the Effective Date, continuing throughout the term of the Agreement, with the final rent payment due on the tenth day of the month following termination of the Agreement.
 - f. Concessionaire shall pay a 10% late charge for each rent payment that is more than twenty (20) days in arrears to cover the extra expense involved in handling delinquent payments. Any payment made after that date will not be considered complete unless it includes this late payment charge. Concessionaire will be in default under this Agreement until the late payment charge is paid.
 - g. All payments made under this Agreement will be sent to MCAA at the address set forth in this Agreement, or to whatever other person and/or address MCAA designates in writing.
 - h. Before August 15 of every year of this Agreement and the year of termination of the

Agreement, Concessionaire shall submit to MCAA a written report, signed and certified by a certified public accountant or an officer of Concessionaire to be true and correct, setting forth the total amount of Concessionaire's Gross Receipts for the prior year and the amounts paid to MCAA. This statement shall be for the purpose of corroborating the monthly statements and ensuring that annual rent has been received. If there is a balance due of the MAG Rent, Concessionaire shall pay that amount, without invoice, by September 1st. Annual statements by Concessionaire under these provisions shall be accurate and satisfactory in scope to MCAA and shall be in such form and style and shall contain such details and breakdown as MCAA may reasonably require. Late charges as set forth in subsection (f) above shall apply to any MAG Rent due under this subsection.

- i. Nothing contained in this section shall be interpreted so as to relieve Concessionaire, its tenants, sub-leases, patrons, invitees, and others from any applicable fees or charges as may be generally levied.

7. Taxes and Assessments. Concessionaire shall timely and promptly pay any and all taxes and assessments, personal property taxes, business taxes and fees, and sales taxes which become due and payable upon or arising from:

- a. Any fixtures, equipment or other property used in Concessionaire's operations;
- b. Concessionaire's operations on or from the Airport.

If requested in writing by MCAA, Concessionaire shall provide MCAA with proof of payment of all such taxes and assessments.

8. Records. Concessionaire shall, with respect to business done by it under this Agreement, keep and maintain, and shall require its sublessees, concessionaires and any other person, firm or corporation selling products or services in, upon or for use on the Airport or any part thereof to keep and maintain, in accordance with generally accepted accounting principles and procedures, complete, accurate and customary records and books of account of all Gross Receipts and all business transactions made in, upon or from the Airport during each Lease Year ("Books and Records"). The Books and Records shall be retained intact for a period of not less than three years after the end of the Lease Year to which the Books and Records pertain.

9. Inspection or Audit. MCAA shall be entitled, after 3 business days' notice, through MCAA's duly authorized agents, attorneys or accountants, to inspect or audit or make copies of any and all such information in records and books of account, including any information returns required by or furnished to any governmental authority. MCAA may audit by a certified public accountant the operations of Concessionaire each year during the term of this Agreement. In the event the Gross Receipts of Concessionaire as reported in such audit are greater than those reported by Concessionaire to MCAA for the same period, Concessionaire agrees to pay to MCAA immediately any deficiency owed to MCAA, together with interest at the rate of ten percent (10%) per annum thereon from the date the deficiency was due until paid in full. If the deficiency is greater than ten percent (10%), Concessionaire shall also pay the fees and costs of the audit. If the deficiency is ten percent (10%) or less, MCAA shall pay the fees and costs of the audit.

10. Concessionaire's Obligations. Concessionaire is responsible for:

- a. The installation, stocking, maintenance and repair of vending machines;
- b. Providing any data connections required for machine functionality;
- c. All licenses required to market the stock within the machines;
- d. Insuring their equipment against vandalism, damage, or loss;
- e. Keeping vending machines fully operational and fully supplied with all products in a timely manner to keep all vending machines operating with aspect to products, change and all other necessary supplies to allow MCAA and the contractor to maximize sales;
- f. Concessionaire shall observe and obey all laws, ordinances, rules and regulations of the federal, state, county and city governments or any agency thereof, and those of MCAA, which may be applicable to its operations at the Airport which are in effect now or as may apply in the future.
- g. In the event MCAA becomes subject to any civil fine or penalty by reason of Concessionaire's violation of any laws, ordinances, governmental rules, regulations or standards, including but not limited to, violations under the Americans with Disabilities Act ("ADA"), or with the Transportation Security Administration ("TSA"), the cost of such fine or penalties shall be borne by Concessionaire. Furthermore, Concessionaire agrees to indemnify, defend and hold MCAA harmless from any and all fines or penalties charged against MCAA by reason of Concessionaire's violation of any laws, ordinances, governmental rules, regulations or standards.

11. Restrictions and Conditions on Use of the Airport. Concessionaire's use of the Airport is subject to the following restrictions, limitations and conditions:

- a. This Agreement is subject to all applicable federal, state and local laws and regulations governing the use of Airport property including those of the FAA, the State of Montana and Missoula County. Concessionaire agrees to comply with all such laws and regulations in all its operations on and uses of the Airport.
- b. MCAA reserves for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Airport, together with the right to cause in the airspace such noise as may be inherent in the operations of aircraft now known or hereafter used for navigation of or flight in the airspace and for use of the airspace for landing on, taking off from, and/or operating on the Airport.
- c. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America, 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.
- d. This Agreement is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.

12. Non-Discrimination. Concessionaire agrees to comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations of the U.S. Department of Transportation, Title 49, Part 21, and as these regulations may be amended. No person shall be discriminated against in the use of the Airport by reason of race, religion, color, sex, age, political ideas, marital status, physical or mental handicap, creed or national origin.

- a. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- b. Concessionaire agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- c. Each year, no later than ninety (90) days following September 30th, Concessionaire shall provide MCAA with the following information:
 - i. The name and address of each Montana certified ACDBE with which it has done business during the past year;
 - ii. A description of the nature of the services performed by and/or items purchased from each firm named;
 - iii. The dollar value of each transaction;
 - iv. Total dollar value for goods and services purchased for use in vending at MCAA.

If Concessionaire fails to achieve MCAA's then current ACDBE goal, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

- d. Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event of such noncompliance, MCAA shall have the right to terminate this Agreement and the estate created without liability therefor or at the election of MCAA or the United States either or both shall have the right to judicially enforce said provisions.
13. Badging Requirement. Concessionaire employees/contractors that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entity having security jurisdiction at the Airport. Concessionaire, employees, and contractors will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Concessionaire, employees, and contractors shall comply with all security related audits, inspections, and screenings. Concessionaire will immediately return badges to the Airport Public Safety Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges. Concessionaire shall be invoiced on a regular basis for badging fees. Fees shall be paid within 30 days of invoice.
14. Airport Security Plan. MCAA maintains an approved Airport Security Plan ("ASP") pursuant

to 49 CFR Part 1542. Concessionaire shall at all times comply with MCAA security directives and verbal notifications existing now or in the future. Concessionaire shall, to the fullest extent permitted by law, indemnify, defend and hold MCAA harmless for, from and against any security violation committed by agents, employees, invitees, subcontractors, sub-lessees, or independent contractors of Concessionaire.

15. Use of Public Airport Facilities. Concessionaire is granted the nonexclusive use of all public Airport facilities. All such use shall be in accordance with the laws of the United States of America, the State of Montana, and the rules and regulations promulgated by MCAA with reference to aviation, air navigation and general Airport operations.

16. Obligations of MCAA.

- a. MCAA covenants and agrees that upon execution of this Agreement, the Missoula County Airport Authority is the owner of the Airport and has good title thereto, free and clear of all liens and encumbrances having priority over this Agreement but subject to the normal and customary restrictions and limitations associated with a public airport and/or the limitations and restrictions set forth in this Agreement.
- b. MCAA covenants and agrees that during the term of this Agreement it will operate and maintain the Missoula Montana Airport and its public airport facilities as a public airport consistent with and pursuant to the assurances given by MCAA to the United States Government under the Federal Airport Act. MCAA shall maintain all roads on the Airport currently giving access to the Terminal building in good and adequate condition for use by cars and trucks and shall maintain such access to the Airport during this Agreement, subject to changes, alterations and interruptions in such access as may be necessary during construction, emergencies or special events.

17. Default by Concessionaire. Time of payment and performance are of the essence in this Agreement. The following shall be events of default:

- a. Default in Payments. The failure of Concessionaire to pay MCAA when due any amounts required by this Agreement and such failure continues for a period of ten days after notice from MCAA;
- b. Failure to Abide by Operating Standards. The failure of Concessionaire to perform or abide by or adhere to any Operating Standard and such failure continues for a period of five days after notice from MAA; provided, however, that MCAA shall not be required to give a notice pursuant to this section 28(b) more than two times in any Lease Year with respect to a failure to perform or abide by or adhere to any given Operating Standard, and Concessionaire's third or subsequent failure in a Lease Year to perform or abide by or adhere to any given Operating Standard shall immediately constitute an event of default under this Agreement without requirement of further notice from MCAA. As used in this section 28(b), "Operating Standard" means any covenant or condition described in this Agreement or in the RFP.
- c. Default in Other Covenants. The failure of Concessionaire to perform any of the covenants and conditions required herein, to be kept and performed by Concessionaire, other than the failures specifically covered by other subsections of this Section 28, and such failure continues for a period of thirty (30) days after notice from MCAA of such failure.

- d. Insolvency. Insolvency of Concessionaire, an assignment by Concessionaire for the benefit of creditors; the filing by Concessionaire of a voluntary petition in bankruptcy; an adjudication that Concessionaire is bankrupt or the appointment for a receiver of the properties of Concessionaire; the filing of an involuntary petition of bankruptcy and failure of the Concessionaire to secure a dismissal of the petition within thirty days after filing ; attachment of or the levying of execution on the leasehold interest and failure of the Concessionaire to secure discharge of the attachment or release of the levy of execution within ten days of such levy or attachment.
18. MCAA's Rights Upon Default. If the MCAA notifies the Concessionaire in writing that it is in default under this Agreement, and the Concessionaire fails to cure the default within the time set forth in the notice, MCAA may, without making further notice or demand upon the Concessionaire, take any or all of the following actions:
- a. Leave this Agreement in effect, permit the vending machines to remain on Airport, and bring an action or actions against the Concessionaire to recover the amounts owed by the Concessionaire under this Agreement as they become due, and to recover any other amounts necessary to compensate the MCAA for all detriment caused by the Concessionaire's failure to perform its obligations under this Agreement.
 - b. Notify the Concessionaire in writing that the Agreement is terminated, and demand that the Concessionaire immediately remove its vending machines from the Airport. The MCAA may take this action either as an alternative to or subsequent to exercising the remedies set forth in sub-section (a) of this paragraph. If the Concessionaire does not remove its property from the Airport, then MCAA may remove the property of the Concessionaire from the Airport at the expense of the Concessionaire, and may store the Concessionaire's personal property in any reasonable manner and place selected by the MCAA, without liability for any physical damage or financial loss that may be caused to the Concessionaire by such removal. The Concessionaire agrees to reimburse the MCAA for all expenses of and all damage caused by the repossession and the removal and storage of the Concessionaire's property.
 - d. Relet to another vending company in any commercially reasonable manner, and apply the proceeds, after deducting all costs and expenses owed in payment of the Concessionaire's obligations under this Agreement, with the Concessionaire remaining responsible for any deficiency.
 - e. If Concessionaire's default consists of failure to obtain, maintain or pay for any of the insurance policies which this Agreement requires it to maintain, or failure to pay any tax, assessment, or other charge which this Agreement requires it to pay, or failure to indemnify the MCAA against any claim, action, damage, loss, injury, demand, liability, cost or expense, MCAA will have the right, but not be obligated, to take that action itself, and to bill the Concessionaire for the costs of taking that action. If the Concessionaire fails to pay such costs with the next payment due under this Agreement, the Concessionaire agrees to pay the late charge and interest on those costs at the rates provided for in paragraphs 6(j) and 6(k), respectively, of this Agreement.
 - f. Pursue any and all other rights or remedies available to the MCAA at law or in equity.
19. Notice of Default Fee. If an event of default occurs and the MCAA sends a notice of default

to Concessionaire, Concessionaire must pay the MCAA \$300 per notice to reimburse MCAA for the costs of sending the notice of default. This fee will be set forth in the notice of default, and the default will not be considered cured until this fee is paid.

20. Hold Harmless. Concessionaire agrees to indemnify and hold MCAA and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which MCAA, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Concessionaire, its officers, agents or employees in its operations at the Airport. MCAA agrees to indemnify and hold Concessionaire and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which Concessionaire, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of MCAA, its officers, agents or employees in the use of the Airport.
21. Insurance. During the term of this Agreement, the Concessionaire will obtain and maintain the following kinds and amounts of insurance with respect to its use of the Airport:
 - a. Commercial general liability insurance with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around its use of the Airport, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit of bodily injury and property damage, and shall name MCAA as an additional insured.
 - b. Property and casualty insurance with a reputable company insuring any personal property on the Airport against all risks in an amount not less than the replacement value of such items.
 - c. Any other insurance that is customarily required for the type of business activity conducted by the Concessionaire and that the MCAA may request in writing that the Concessionaire obtain.
 - d. All such insurance policies will be in a form or forms which satisfy the requirements of the Airport's Primary Guiding Documents as the same may exist or be amended from time to time. Concessionaire shall deliver to MCAA a certificate of all required insurance showing it to be in effect and providing that it will not be canceled without at least thirty (30) days prior written notification to MCAA. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Concessionaire's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Concessionaire's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Concessionaire's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Concessionaire, its officers, agents or employees in its operations at the Airport.
22. Notices. All default or termination notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may

by written notice designate. Other notices required under this Agreement may be given in writing by email:

MCAA:
Brian Ellestad
Airport Director
Missoula Montana Airport
5225 Highway 10 West
Missoula, MT 59808
bellestad@flymissoula.com

Concessionaire:
Audry Case
Branch Manager
Valley Vending, LLC
PO Box 4287
Missoula, MT 59806
valleyvending@blackfoot.net

23. Assignment, Subletting and Encumbrances Concessionaire may not sublet or assign any interest in this Agreement. Concessionaire may grant liens or encumbrances on its interest in any part or portion of this Agreement only upon first obtaining the written approval of MCAA.
24. Time. Time is of the essence in this Agreement.
25. Computation of Time. Whenever the last day for the exercise of any privilege or right or the discharge of any duty under this Agreement will fall upon a Saturday, a Sunday, or any public or legal holiday, whether state or federal, the party having the privilege, right or duty will have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.
26. Place of Performance, Governing Law and Choice of Venue. The place of performance of this Agreement shall be in Missoula County, Montana. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
27. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
28. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
29. Attorney's Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
30. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
31. Headings and Captions. The various headings, titles, subtitles, captions and numbers and

the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.

32. Waiver. The failure of MCAA or Concessionaire to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
33. Successors in Interest. The terms, covenants and conditions of this Agreement apply to and are binding on the successors and assigns of the parties to this Agreement.
34. Official and Corporate Action. The parties represent and warrant that each has taken all official or corporate action necessary to authorize the execution and performance of this Agreement.

MCAA:

MISSOULA COUNTY AIRPORT AUTHORITY

By: _____
Brian Ellestad, Airport Director

CONCESSIONAIRE:

By: _____
Audry Case, Branch Manager

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: February 22nd, 2022

1. **TITLE:** Terminal Entrance Monument Sign

Review, discussion, and possible authorization to procure and install a replacement entryway monument sign.

ACTION ITEM

2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** The existing terminal entrance sign, located on airport property, just off Broadway St. has been in place for more than 20 years. Over the course of time, both the airport, and the sign have experienced numerous changes. The sign has been updated with various iterations of digital signage to communicate air service, advertising, and public service announcements to airport users. In addition, the airport itself has also been renamed and rebranded as the "Missoula Montana Airport". The existing monument sign is also at a point where its components are beginning to fall into disrepair due to age and weathering. This proposal includes removal of the existing sign and purchase/installation of the new monument sign. The new sign will include updated branding and also feature an enhanced digital display which will help offset marketing and advertising costs. The team solicited quotes and received 3 competitive proposals to complete the scope of work of which Sign Solutions was the successful respondent. A contingency amount of 5% has been added to help cover any additional adjustments that may occur. This scope of work will be funded from the existing, under budget, Terminal Furniture, Fixtures and Equipment Package.

5. **BUDGET INFORMATION:** Amount Required: \$48,494
Budget amount available: Terminal Financing

6. **SUPPLEMENTAL AGENDA INFORMATION:** South Concourse FFE Package 7
Summary

7. **RECOMMENDED MOTION:** Move to approve Terminal FFE Package 7, Terminal Entrance Monument Sign in the amount not to exceed \$48,494.

8. **PREPARED BY:** Tim Damrow

9. **COMMITTEE REVIEW:** None.



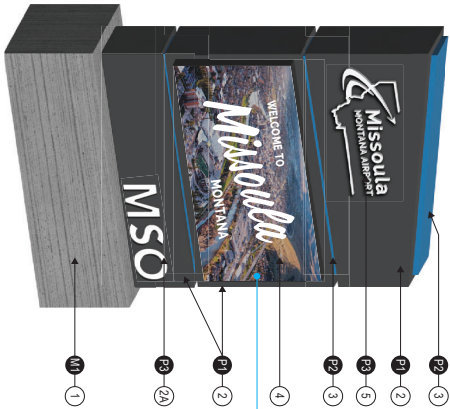
South Concourse Terminal Expansion

Terminal Entrance Monument Sign

Package 7

2.22.2022

Package Summary	
<u>Description</u>	
Demolition of existing entryway signage and construction, purchase and installation of new entryway sign.	
<u>Components</u>	<u>Amount</u>
<u>Sign Structure</u>	
Sign Solutions	\$41,185
<u>Demolition</u>	
Allowance	\$5,000
<u>Contingency</u>	
Missoula Airport (5%)	\$2,309
Total	\$48,494

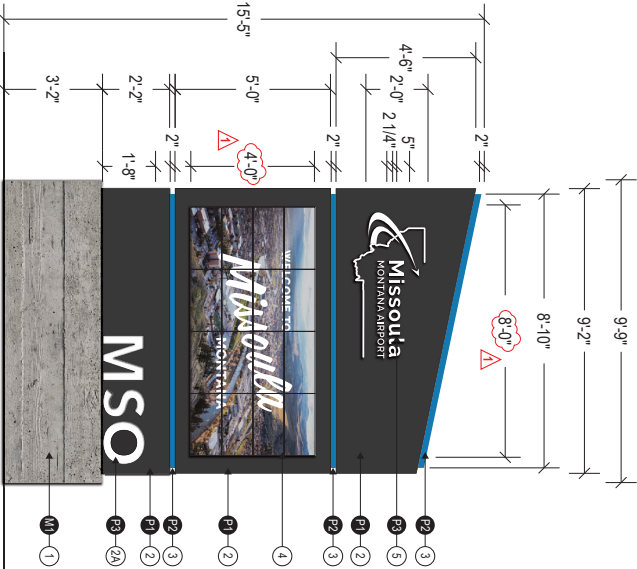


Δ UPDATED 02.07.22

OWNER TO PROVIDE 32 DIGITAL SCREENS TOTAL (16 PER SIDE)

1 SIGN TYPE XA: MONUMENT SIGN - ISOMETRIC VIEW

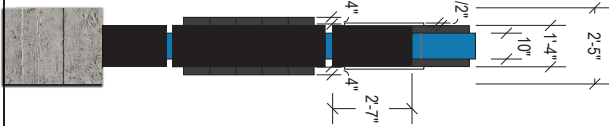
SCALE: NTS



UPDATED 02.07.22

3 SIGN TYPE XA: MONUMENT SIGN - FRONT VIEW

SCALE: 1/4" = 1'-0"



4 SIGN TYPE XA: MONUMENT SIGN - SIDE VIEW

SCALE: 1/4" = 1'-0"



5 SIGN TYPE XA: MONUMENT SIGN - NIGHT BACK VIEW

SCALE: 1/4" = 1'-0"

SIGNAGE GENERAL NOTES

ALL SITE MEASUREMENTS ARE APPROXIMATE. FABRICATOR TO FIELD VERIFY TO DETERMINE EXACT DIMENSIONS AND CONDITIONS. DRAWINGS FOR DESIGN INTENT ONLY, NOT INTENDED FOR CONSTRUCTION. ALL SIGNS TO BE FABRICATED AND INSTALLED PER APPROVED FABRICATOR SHOP DRAWINGS.

SIGNAGE DESIGN SPECIFICATIONS

- 1 BOARD FORM CONCRETE BASE WITH FOOTING AND INTERNAL FRAMING AS REQUIRED BY ENGINEERING.
- 2 1/8" THICK WELDED ALUMINUM CABINET WITH INTERNAL FRAMING AS REQUIRED BY ENGINEERING. ALL SURFACES PAINTED TO MATCH COLOR AS NOTED AND MECHANICALLY FASTENED TO BASE WITH SUITABLE HARDWARE AS REQUIRED. CABINET TO INCLUDE ACCESS PANEL FOR FUTURE MAINTENANCE.
- 2A CABINET FACE ROUTED AND BACKED ORATING INTERNALLY ILLUMINATED (MSO LETTERFORMS BACKER TO BE 1/4" THICK WHITE FROSTED ACRYLIC PANEL TO ALLOW FOR EVEN LIGHT DISTRIBUTION. NO HOT OR COLD SPOTS. ALL ELECTRICAL TO BE CONCEALED.
- 3 16MM INTERNALLY ILLUMINATED EXTERIOR GRADE ACRYLIC REVEALS AND CAP. SECOND SURFACE TEXTURE APPLIED FOR EVEN LIGHTING. NO HOT SPOTS. NO VISIBLE SEAMS. LANTERNS TO MATCH COLOR AS NOTED. BOTH ILLUMINATED AND WHILE SIGN IS TURNED OFF. PASTEN TO ALUMINUM CABINET WITH SUITABLE HARDWARE AS REQUIRED.
- 4 DIGITAL SCREENS AS PER FABRICATOR'S RECOMMENDATION MECHANICALLY FASTENED TO FRONT AND BACK FACE OF ALUMINUM CABINET WITH SUITABLE HARDWARE AS REQUIRED.
- 5 1/2" THICK INTERNALLY ILLUMINATED WHITE PUSH THROUGH ACRYLIC LETTERFORMS.

SIGN TYPES ON THIS SHEET



Date: 01.24.22
To: Missoula Montana Airport
Attn: Tim Damrow
Fax: (e-mailed)
Pages: 1 of 1
From: Gregg Wicker
Project: MSO Monument Sign

We propose to provide the MSO Monument Sign described by A&E Architects for a **Total of \$41,185.00**

Scope of Work:

- Sign Type XA, MSO Monument Sign (digital displays by others)
- Submittal Drawings & Material Samples
- Shipping & Handling
- Signage Base
- Engineering
- Installation
- Permit

Exclusions:

- Signage not scheduled, but may be required by respective codes and/or local AHJ
- Materials, Methods, and Processes not applicable to specified signage
- Sales Taxes

Terms/Conditions:

- Bid valid for acceptance within 30 days.
- Retention, if any on the project, only applies to installation charges.
- Progress payment 50% required after approval of submittals for production to commence, balance due upon completion.

If you have any questions, please contact me.

Thank you,
Gregg Wicker

Sign Solutions

PO Box 160
Stevensville, MT 59870
www.signsolutions.us

406.777.1004 Tel
406.777.1026 Fax
info@signsolutions.us

02.16.22

Tim Damrow
Missoula Montana Airport
5225 Highway 10 West
Missoula, Montana 59808

Project: MSO Monument Sign

We propose the following project outline for the MSO Monument Sign described by A&E Architects

Item	Due	Responsible
Contract	2/28	Airport Authority
Engineering	3/11	Morrison-Maierle
Design Submittal	3/18	Sign Solutions
Material Samples	3/18	Sign Solutions
Submittal Review	3/25	Airport Authority
Permitting	4/1	Missoula County
Fabrication	5/13	Sign Solutions (screens may be shop-fit for additional cost)
Installation	5/27	Sign Solutions

Exclusions:

Cirrus Digital Displays provided and installed by others

If you have any questions, please contact me.

Thank you,

Gregg Wicker

Existing Monument Sign



Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: February 22, 2022

1. **TITLE:** MCAA/Hellgate Schools Emergency Evacuation Center Agreement

Review, discussion, and possible approval of MCAA/Hellgate Schools Emergency Evacuation Center Agreement.

ACTION ITEM

2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** Both MCAA and Hellgate Elementary School would like to enter into an agreement in which they serve as evacuation centers in the event either party must implement an evacuation in response to a hazard emergency. For the airport, it is important to have options in case of an aircraft emergency where we would need to reunite families. Similarly, Hellgate Elementary might need an offsite facility for student pickup. In that case, we would, on short notice, clean out our snow removal equipment building which has street access that they could use in emergency situations.

5. **BUDGET INFORMATION:**
Amount Required: None
Budget amount available:

6. **SUPPLEMENTAL AGENDA INFORMATION:**

7. **RECOMMENDED MOTION:** Move to approve MCAA/Hellgate Schools Emergency Evacuation Center Agreement as presented.

8. **PREPARED BY:** Brian Ellestad, Airport Director

9. **COMMITTEE REVIEW:** N/A

AGREEMENT

This Agreement (the “Agreement”) is made and entered into by and between the Missoula County Airport Authority (“MCAA”), a municipal airport authority created pursuant to Title 67, Chapter 11 responsible for the operation, maintenance, expansion, and long-term planning of the Missoula Montana Airport, and Hellgate Elementary School District No. 4 (the “District”), a public school district of the State of Montana, acting by and through its governing body, the Hellgate Elementary School District Board of Trustees.

Recitals

1. The parties recognize the need for comprehensive disaster planning and preparedness to save lives and reduce damage during any incident, emergency, or disaster;
2. The parties recognize that certain incidents, emergencies, or disasters may potentially overwhelm a single facility and evacuation may be necessary to safeguard employees and other occupants; and,
3. In planning for such incident, emergencies, and disasters, the parties wish to enter into an agreement in which they make their facilities available as evacuation centers in the event either entity must implement an evacuation in response to an incident, emergency, or disaster;

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained herein, agree as follows:

I. Temporary Evacuation Centers

The parties agree to provide one another access to designated areas within one another’s facilities as Temporary Evacuation Centers in the event either entity must implement an evacuation in response to an incident, emergency, or disaster (“Emergency Evacuation”).

- A. In the event of an Emergency Evacuation of MCAA owned or leased facilities, MCAA shall have access to District facilities to serve as Temporary Evacuation Centers to which MCAA employees, passengers, tenants, visitors, and other occupants can be relocated until there is clearance to return to MCAA facilities or

they are otherwise released. The District has discretion to identify the facility(ies) which shall serve as Temporary Evacuation Centers.

- B. In the event of an Emergency Evacuation of District owned or leased facilities, the District shall have access to MCAA facilities to serve as Temporary Evacuation Centers to which District students, employees, and other occupants can be relocated until there is clearance to return to the District facility or they are otherwise released. MCAA has discretion to identify the facility(ies) which shall serve as Temporary Evacuation Centers.

II. Responsibilities of the Parties

A. Prior to an Emergency Evacuation

1. Identify representative point of contact for organization, including phone number and email address;
2. Ensure that each Party has copy of the most up to date emergency management plan for the other Party;
3. Provide a listing of facilities and rooms/spaces within each facility (with room/space capacities identified), including phone numbers for facility if available, that can be used by the other Party to support temporary Emergency Evacuation needs. Facilities identified must be heated, have adequate restrooms, access to drinking water, etc. and able to be secured to prevent unauthorized access;
4. Provide a schedule of when identified facilities are not available.
5. The parties shall meet as needed during the term of this Agreement to discuss coordination of emergency evacuations and exchange information required herein.

B. Emergency Evacuations

In the event either Party must implement an Emergency Evacuation which requires the facilities of the other Party, the requesting Party shall:

1. Provide as much early warning notification as feasible. Requests for assistance may be verbal or in writing. If the request is made verbally, it must be confirmed in writing as soon as practical after the request.
2. Requests for assistance pursuant to this Agreement should include:

- a. an estimate of the number of individuals to be evacuated from its facility or facilities;
 - b. an estimate of the number of individuals who have special needs and may require assistance and identify types of assistance that may be required;
3. Provide transportation to and from the Temporary Evacuation Center;
4. Provide staff to assist with directing evacuees to available rooms/spaces within the facilities identified and to engage in measures to regulate the conduct of the evacuees within its control at the Temporary Evacuation Center;
5. Provide assistance, as needed or requested by the hosting party, with security of the facilities where evacuees are temporarily being sheltered to prevent unauthorized access to the Temporary Evacuation Center;
6. Provide assistance, as needed or requested by the hosting party, with traffic, pedestrian control, and parking around the facilities.

III. Term

The term of this Agreement shall be two (2) years commencing March 1, 2022. The parties may mutually agree to extend the term of this Agreement for additional years.

IV. Termination

This Agreement may be terminated by either party without cause by providing ninety (90) days written notice to the other party. Either party shall be entitled to terminate this Agreement with thirty (30) days written notice in the event that a party fails to perform its obligations and/or provide the aid contemplated under this Agreement.

V. Confidentiality

All parties shall protect the confidentiality of any information obtained/shared by the other via any means in accordance with federal and state law. The information shall be handled securely and respectfully to protect the privacy and interest of all. Unless necessary in the event of a health or safety emergency, the District shall not disclose personally identifiable information regarding individual students to MCAA.

VI. Indemnification

MCAA shall indemnify, defend and hold harmless the District, its officers, agents, and employees from and against any and all claims, demands, loss or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the use and occupancy of District facilities by MCAA, its officers, agents, employees or invitees, except when such injuries, losses, or damage are caused by the negligence or willful misconduct of others. In the event of any claims made or suits filed, the District shall give MCAA prompt written notice thereof and MCAA shall have the right to defend or settle the same to the extent of its interest hereunder.

The District shall indemnify, defend and hold harmless MCAA, its officers, agents, and employees from and against any and all claims, demands, loss or liability of any kind or nature which MCAA, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the use and occupancy of MCAA facilities by the District, its officers, agents, employees or invitees, except when such injuries, losses, or damage are caused by the negligence or willful misconduct of others. In the event of any claims made or suits filed, MCAA shall give the District prompt written notice thereof and the District shall have the right to defend or settle the same to the extent of its interest hereunder.

VII. Miscellaneous

1. Insurance. Upon request, either party shall provide to the other party a Certificate of Insurance evidencing coverage for any damages to the requesting party's facilities during a temporary emergency evacuation.
2. Limitations. The terms of this Agreement shall constitute the entire Agreement of the parties. No separate legal entity shall be created nor is there any financing nor budgeting required for the implementation of this Agreement. Nothing in this Agreement shall require either party to be responsible for the

payment of compensation and/or benefits for the other party's employees nor shall be construed as providing for shared employees.

3. Relationship of Parties. Nothing herein contained shall create or be construed as creating a partnership, joint venture or employment relationship between any of the parties and no party shall have the authority to bind the other in any respect.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
5. Authority. The parties represent and warrant that they have considered the terms of this Agreement, have the authority to enter into this Agreement, have approved it as adopted, and empowered the subscribers hereof to execute this Agreement on their behalf.
6. Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Hellgate Elementary School District

MCAA

By: _____
Its: _____

Brian Ellestad, Airport Director

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: February 22, 2022

1. **TITLE:** Acceptance of Montana DEQ Grant

Review, discussion, and possible acceptance of a grant from the Montana Department of Environmental Quality (DEQ) - Clean Truck, Bus & Airport Equipment Program.
ACTION ITEM
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS INFORMATION/
DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** In January of this year, we applied for a grant to replace certain pieces of existing diesel Ground Service Equipment, with new Electric equipment. This is through a Grant opportunity offered by the Energy Office of the Montana DEQ. We were notified on Monday that our grant application for \$236,096.00 was approved. This money is to be spent on 3 belt loaders and 1 push back tractor along with a 30% match from the Airport. This also includes an allocation for infrastructure (charging stations and installation of electric service to those stations).
5. **BUDGET INFORMATION:**

Amount Required: n/a
Budget amount available: n/a
6. **SUPPLEMENTAL AGENDA INFORMATION:**
7. **RECOMMENDED MOTION:** Move to authorize the Airport Director to accept DEQ Grant in the amount of approximately \$236,096.00.
8. **PREPARED BY:** Dan F. Neuman, Manager of Business Development
9. **COMMITTEE REVIEW:** N/A

NOTICE OF AWARD
Request for Documents

February 14, 2022

Missoula County Airport Authority
Attn: Dan Neuman
5225 Highway 10 West
Missoula, MT 59808

RE: Request for Applications for Clean Truck, Bus & Airport Equipment

Dear Mr. Neuman:

This letter is to inform you that the Montana Department of Environmental Quality (DEQ) has completed its evaluation of applications submitted in response to the above noted solicitation. We are pleased to inform you that DEQ intends to accept the applications submitted by the Missoula County Airport Authority.

This notice, however, does not constitute a notice to proceed and no work may begin until a contract has been fully executed by all parties. If accepted, contract numbers 522034, 522035, 522036, and 522037 have been assigned to the agreements for the Missoula County Airport Authority.

According to the terms and conditions of the Request for Applications, DEQ is requesting the following documents:

- ☐ Proof of compliance with the Workers' Compensation Act in the form of a Certificate of Insurance for Workers' Compensation insurance coverage, a Certificate of Independent Contractor Exemption, or proof of any other exemption allowed under the Act.
- ☐ Proof of insurance certificate, standard ACCORD form or other means of identify insurance coverages, showing that insurance coverage is in place in accordance with the terms of the Draft Model Contract attached hereto for reference. Insurance coverage must be from an insurer with an AM Best rating of no less than A-. **DEQ requires that the assigned contract number be included on all insurance forms for identification purposes.**
- ☐ A copy of the Authority's W-9. This document must be submitted using the most current form maintained by the U.S. Internal Revenue Service. Unless specifically requested, all contractor payments will be made via check distributed by the Montana Department of Administration. Contractor may request electronic fund transfer (EFT) for payments by contacting our offices via e-mail at DEQProcurement@mt.gov or by phone at 406-444-3101 and requesting instructions.

The required insurance certificates, except those relating to Workers' Compensation (and Professional Liability, if required), must name the State of Montana, Department of Environmental Quality as additional insured according to the Insurance Requirements stated in the Request for Applications. All insurance coverages must remain in effect for the duration of the contract term.

The contract provided as an attachment is as presented in the solicitation or as amended through the Q&A Board. DEQ will only consider non-material changes to the contract at this time.

Please advise DEQ within 10 working days of receipt of this Notice of Award if the Missoula County Airport Authority intends to accept this award. Please feel free to contact me to discuss any issues concerning acceptance of this award or if you have any other questions [e-mail: DEQProcurement@mt.gov | phone: 406-444-3101]. Failure to respond within 10 working days of receipt of this Notice of Award may result in withdrawal of the award by DEQ.

Sincerely,

A handwritten signature in blue ink, appearing to read "Vicki J. Woodrow".

Vicki J. Woodrow, Contracts Officer

Cc: Neal Ullman, EN/AEM
Solicitation File

FY22 Clean Truck, Bus & Airport Equipment Grant Draft Model Contract NO. 522034

This Contract No **522034** is hereby made between **Missoula County Airport Authority** (Contractor) and the **Montana Department of Environmental Quality** (DEQ) for the purpose of replacing an old, high-polluting diesel **PROJECT DESCRIPTION** funded under this Contract. This Contract is issued in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, Chapter 5. The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I. TERM OF CONTRACT

Performance of the Contract shall begin upon signature by both parties with the effective date being the latter of the two signatures. The services provided pursuant to Section II paragraph A must be completed by **MONTH DAY, 2023**, except for the assurances provided in Section II paragraph A.2., which is a continuing obligation, unless this Contract is terminated or modified as provided herein.

SECTION II. SERVICES

A. Contractor shall do the following:

1. Replace the following **PROJECT DESCRIPTION** through the purchase of a **new all-electric PROJECT DESCRIPTION**. The contractor shall purchase the **VEHICLE/AGSE** through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application. The **VEHICLE/AGSE** being scrapped and replaced will be:
Year Make/Year Engine: **PROJECT INFORMATION**
VIN: **(IF APPLICABLE)**
2. Ensure that for its minimum five-year lifespan, the **VEHICLE/AGSE** purchased with funding under this Contract is used only by the Contractor.
3. **(IF APPLICABLE)** Purchase and install electric vehicle charging infrastructure. This charging infrastructure must be installed for the purpose of charging the vehicle/AGSE funded through this Contract. The Contractor may also use this charging infrastructure for other vehicle/AGSE owned by the Contractor. The Contractor shall purchase the infrastructure through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application.
4. As soon as practicable, provide DEQ with the following:
 - a. Copies of the title of the old **VEHICLE/AGSE** showing the VINs
 - b. Photos of the old **VEHICLE/AGSE** VIN plate with the gross vehicle weight rating (GVWR);
5. Provide copy of the **VEHICLE/AGSE** Purchase Order (PO), including the line-item sheet, sent by the **VEHICLE/AGSE** manufacturer noting estimated delivery of the purchased **VEHICLE/AGSE** on or before Contract end date.
6. Provide copies of the Infrastructure Purchase Order (s), including Infrastructure serial number(s).
7. Upon manufacturer's delivery to Contractor of the new **VEHICLE/AGSE**, provide DEQ with copies of the bills of lading, reflecting total amount of the purchases, including line-item sheet indicating item-by-item pricing, and actual date(s) of delivery to the Contractor. The line-item

sheet must include the model years and vehicle Identification Numbers (VIN) of the purchased **VEHICLE/AGSE**. The line-item sheets must also clearly identify the battery capacity, model, gross vehicle weight rating and horsepower.

8. Provide a copy of the invoices from the vendor showing total **VEHICLE/AGSE** purchase price.
9. Provide a copy of the invoice(s) from the charging Infrastructure vendor showing total infrastructure purchase price.
10. Provide a copy of the line-item invoice(s) from the electrical or other contractor(s) installing the infrastructure.
11. Provide DEQ with photographic (color electronic images are sufficient) evidence of the new **VEHICLE/AGSE**, **VEHICLE/AGSE** serial/identification number, **VEHICLE/AGSE** production date, **VEHICLE/AGSE** VIN plate, the DEQ-supplied decal(s), and side and front views showing the **VEHICLE/AGSE** number and license (if available at the time of photographing). Said written and photographic verification must be submitted to DEQ before final payment is processed.
12. Provide DEQ with photographic (color electronic images are sufficient) evidence of the installed electric vehicle charging infrastructure clearly showing the serial number and location of the infrastructure. Said written and photographic verification must be submitted to DEQ before final payment is processed.
13. Provide DEQ with documentation that shows Contractor complied with the RECYCLING/SCRAPPAGE requirements. This includes the method used to recycle the replaced **VEHICLE/AGSE**. Contractor must submit written and photographic verification of the **VEHICLE/AGSE** disposal process that includes the engine serial number and chassis vehicle identification numbers (VIN) of the **VEHICLE/AGSE** to be recycled described in Section II paragraph A1, and the Certificate of Engine/Chassis Destruction with this information. Said written and photographic verification must be submitted to DEQ before final payment is processed.
14. Notify DEQ immediately should the Contractor receive notice of a significant delay in the delivery of the **VEHICLE/AGSE** and/or installation of the infrastructure that will impact completion of tasks required by this section, and work with vehicle/AGSE manufacturer and DEQ to resolve any issues to the satisfaction of Contractor and DEQ.
15. Contribute matching funds equal or greater than **XX%** of the total **VEHICLE/AGSE** cost for the **VEHICLE/AGSE** shown on the final invoice.
16. Contribute matching funds equal to or greater than **15%** of the total charging infrastructure purchase and installation cost.
17. Comply with all applicable federal and state laws, executive orders, regulations, and applicable written policies in performance of services under this Contract.
18. Contractor and any subcontractors must have a DUN and Bradstreet Universal Number System (DUNS) number (www.dnb.com) and must maintain active and current contractor registration profiles in the System for Award Management (SAM <https://www.sam.gov/SAM/>), [formerly the Central Contractor Registration – CCR] for the duration of this Contract.

B. DEQ shall upon request provide consultation to Contractor concerning the subject matter of this Contract.

C. Both parties agree that Contractor shall have control over the disposition of the **VEHICLE/AGSE** at the conclusion of the **VEHICLE/AGSE** typical lifespan and that the requirements outlined in Section II.A no longer applies.

SECTION III. CONSIDERATION

A. In consideration of services rendered pursuant to this Contract, the value of which constitutes good and sufficient consideration, DEQ agrees to reimburse Contractor up to a maximum of \$XXX,XXX for the purchase of one (1) new VEHICLE/AGSE. Contractor agrees to provide at least XX% of the total VEHICLE/AGSE cost for the VEHICLE/AGSE as match towards the purchase. (IF APPLICABLE) DEQ agrees to reimburse the Contractor up to a maximum of \$XXXX for the purchase and installation of electric vehicle charging infrastructure for the purpose of charging the school bus funded under this Contract. Contractor agrees to provide at least XX% of the total purchase and installation of the electric vehicle charging infrastructure cost as match towards the purchase.

1. Subject to DEQ approval of the documentation required under Section II paragraph A, DEQ shall reimburse Contractor within 30 days after receipt and approval of said documentation.

2. This Contract is funded through the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia.

SECTION IV. ACCOUNTING, AUDITING and RETENTION OF RECORDS

A. Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be capable of allocating costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts, and Contractor shall so allocate all such costs accordingly.

B. DEQ, the Legislative Auditor, the Legislative Fiscal Analyst, the Wilmington Trust, or their authorized agents, have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its liaison in Section XI and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph IV.E. This Contract may be terminated by DEQ upon any refusal of Contractor to allow access to such records (§18-1-118, MCA).

C. Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph IV.A to any of the agencies referred to in paragraph IV.B.

D. Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.

E. All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by DEQ or a third party. Contractor may not destroy any records without first offering the records to DEQ.

F. In the event that an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor shall correct the areas of non-compliance within six months after DEQ receives the audit report.

SECTION V. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this contract, other than services related to the purchase and installation of the infrastructure, without the State's prior written consent. Any subcontracting of services under this Contract, must be done in a competitive manner. Contractor is responsible to DEQ for the acts and omissions of all subcontractors

or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and DEQ under this contract.

SECTION VI. HOLD HARMLESS/INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Each party shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, and shall indemnify and hold the other party harmless from any such liability.

B. Each party shall maintain reasonable coverage for such liabilities, either through commercial insurance or a reasonable self-insurance mechanism under the provisions of Title 2, Chapter 9, MCA, at the minimums prescribed by law.

C. Each party shall provide the other party with a certificate of insurance upon request.

SECTION VII. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal of the Contract term. Upon expiration, a renewal document must be sent to the Montana Department of Environmental Quality, PO Box 200901, Helena, MT 59620-0901.

SECTION VIII. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor shall subject subcontractors to the same provisions, and Contractor shall ensure the same via any subcontract. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

SECTION IX. RETIRED STATE EMPLOYEE REQUIRED EMPLOYER REPORTING

In accordance with ARM 2.43.2114, state agencies are required to file employee reports with the Montana Public Employee Retirement Administration (MPERA). The employee reports required under ARM 2.43.2114 include a working retiree report covering Montana's Public Employees' Retirement System (PERS) retirees performing work in a PERS-covered position as an employee, an independent contractor, or through an employee leasing arrangement, or a temporary service contractor. ARM 2.43.2114(6) (a) requires DEQ to include the social security number of employees and workers in the employer report. Contractor's staff assigned to perform work under this contract will be asked to provide a social security number.

The purpose of collecting the social security number of an individual hired as an independent contractor or through a professional employer arrangement, an employee leasing agreement, or a temporary service contractor is to determine whether the individual is a retiree. Determining an individual's status as a retiree will determine whether DEQ must make employer contributions into the public employee retirement system for retirees who return to work in a PERS-covered position as required by Section 19-3-1113, MCA.

SECTION X. CONTRACT TERMINATION

A. Termination for Cause with Notice to Cure Requirement. Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

B. Reduction of Funding. In accordance with §18-4-313(4), MCA, DEQ must terminate this Contract if funds are not appropriated or otherwise made available to support DEQ's continuation of performance of this Contract in a subsequent fiscal period. If state or Settlement funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, DEQ shall terminate this Contract as required by law. DEQ shall provide Contractor the date DEQ's termination shall take effect. DEQ shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, DEQ shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date DEQ's termination takes effect. This is Contractor's sole remedy. DEQ shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

C. Any termination of this Contract is subject to the exception that Section IV (ACCOUNTING, AUDIT AND RETENTION OF RECORDS), relating to retention of and access to records, must remain in effect.

SECTION XI. LIAISONS

Contractor's liaison to DEQ for purposes of this Contract is **CONTACT NAME** or successor at Contractor's address **CONTACT ADDRESS** Phone: **CONTACT PHONE**, e-mail: **CONTACT E-MAIL**. DEQ's liaison to Contractor for purposes of this Contract is Neal Ullman or successor at DEQ's Energy Bureau, 1520 East Sixth Avenue, Helena, Montana 59620, phone (406) 444-6582, e-mail Neal.Ullman@mt.gov.

SECTION XII. CHOICE OF LAW AND VENUE

In accordance with §18-1-401, MCA, Montana law governs this Contract. If there is a dispute under this Contract the Parties will meet in person and attempt to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree that prior to resorting to litigation they will attempt to settle the dispute by nonbinding mediation administered by a neutral mediator agreed to by the parties.

Both parties waive objection to personal jurisdiction in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Any litigation concerning this bid, proposal, or contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

SECTION XIII. SCOPE, AMENDMENT AND INTERPRETATION

A. This Contract consists of 6 numbered pages and contains the entire Contract of the parties. A copy of the original has the same force and effect for all purposes as the original. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

B. A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal or void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

SECTION XIV. EXECUTION

To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set out below.

ENTITY NAME

DATE

ENTITY SIGNER, TITLE

ADDRESS

CITY, MT ZIP

Federal Employer's ID No. 81-XXXXXXX

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE

VICKI J. WOODROW, Contracts Officer

Centralized Services Division
Financial Services Bureau
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Approved as to Legal Content:

DATE

DEQ Attorney

FY22 Clean Truck, Bus & Airport Equipment Grant Draft Model Contract NO. 522035

This Contract No **522035** is hereby made between **Missoula County Airport Authority** (Contractor) and the **Montana Department of Environmental Quality** (DEQ) for the purpose of replacing an old, high-polluting diesel **belt loader** funded under this Contract. This Contract is issued in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, Chapter 5. The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I. TERM OF CONTRACT

Performance of the Contract shall begin upon signature by both parties with the effective date being the latter of the two signatures. The services provided pursuant to Section II paragraph A must be completed by **MONTH DAY, 2023**, except for the assurances provided in Section II paragraph A.2., which is a continuing obligation, unless this Contract is terminated or modified as provided herein.

SECTION II. SERVICES

A. Contractor shall do the following:

1. Replace the following belt loader through the purchase of a new all-electric belt loader. The contractor shall purchase the belt loader through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application. The belt loader being scrapped and replaced will be:
Year Make/Year Engine: **1992 NMC-Wollard/1995 Isuzu**
2. Ensure that for its minimum five-year lifespan, the belt loader purchased with funding under this Contract is used only by the Contractor.
3. Purchase and install electric vehicle charging infrastructure. This charging infrastructure must be installed for the purpose of charging the belt loader funded through this Contract. The Contractor may also use this charging infrastructure for other belt loader owned by the Contractor. The Contractor shall purchase the infrastructure through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application.
4. As soon as practicable, provide DEQ with the following:
 - a. Copies of the title of the old belt loader showing the VINs
 - b. Photos of the old belt loader VIN plate with the gross vehicle weight rating (GVWR);
5. Provide copy of the belt loader Purchase Order (PO), including the line-item sheet, sent by the belt loader manufacturer noting estimated delivery of the purchased belt loader on or before Contract end date.
6. Provide copies of the Infrastructure Purchase Order (s), including Infrastructure serial number(s).
7. Upon manufacturer's delivery to Contractor of the new belt loader, provide DEQ with copies of the bills of lading, reflecting total amount of the purchases, including line-item sheet indicating item-by-item pricing, and actual date(s) of delivery to the Contractor. The line-item sheet must include the model years and vehicle Identification Numbers (VIN) of the purchased belt loader. The line-item sheets must also clearly identify the battery capacity, model, gross vehicle weight rating and horsepower.

8. Provide a copy of the invoices from the vendor showing total belt loader purchase price.
9. Provide a copy of the invoice(s) from the charging Infrastructure vendor showing total infrastructure purchase price.
10. Provide a copy of the line-item invoice(s) from the electrical or other contractor(s) installing the infrastructure.
11. Provide DEQ with photographic (color electronic images are sufficient) evidence of the new belt loader, belt loader serial/identification number, belt loader production date, belt loader VIN plate, the DEQ-supplied decal(s), and side and front views showing the belt loader number and license (if available at the time of photographing). Said written and photographic verification must be submitted to DEQ before final payment is processed.
12. Provide DEQ with photographic (color electronic images are sufficient) evidence of the installed electric vehicle charging infrastructure clearly showing the serial number and location of the infrastructure. Said written and photographic verification must be submitted to DEQ before final payment is processed.
13. Provide DEQ with documentation that shows Contractor complied with the RECYCLING/SCRAPPAGE requirements. This includes the method used to recycle the replaced belt loader. Contractor must submit written and photographic verification of the belt loader disposal process that includes the engine serial number and chassis vehicle identification numbers (VIN) of the belt loader to be recycled described in Section II paragraph A1, and the Certificate of Engine/Chassis Destruction with this information. Said written and photographic verification must be submitted to DEQ before final payment is processed.
14. Notify DEQ immediately should the Contractor receive notice of a significant delay in the delivery of the belt loader and/or installation of the infrastructure that will impact completion of tasks required by this section, and work with belt loader manufacturer and DEQ to resolve any issues to the satisfaction of Contractor and DEQ.
15. Contribute matching funds equal or greater than 30% of the total belt loader cost for the belt loader shown on the final invoice.
16. Contribute matching funds equal to or greater than 30% of the total charging infrastructure purchase and installation cost.
17. Comply with all applicable federal and state laws, executive orders, regulations, and applicable written policies in performance of services under this Contract.
18. Contractor and any subcontractors must have a DUN and Bradstreet Universal Number System (DUNS) number (www.dnb.com) and must maintain active and current contractor registration profiles in the System for Award Management (SAM <https://www.sam.gov/SAM/>), [formerly the Central Contractor Registration – CCR] for the duration of this Contract.

B. DEQ shall upon request provide consultation to Contractor concerning the subject matter of this Contract.

C. Both parties agree that Contractor shall have control over the disposition of the belt loader at the conclusion of the belt loader typical lifespan and that the requirements outlined in Section II.A no longer applies.

SECTION III. CONSIDERATION

A. In consideration of services rendered pursuant to this Contract, the value of which constitutes good and sufficient consideration, DEQ agrees to reimburse Contractor up to a maximum of **\$45,306** for the purchase of one (1) new all-electric belt loader. Contractor agrees to provide at least 30% of the total belt loader cost for the belt loader as match towards the purchase. DEQ agrees to reimburse the Contractor up to a maximum of **\$3,182** for the purchase and installation of electric vehicle charging infrastructure for the purpose of charging the school bus funded under this Contract. Contractor agrees

to provide at least 30% of the total purchase and installation of the electric vehicle charging infrastructure cost as match towards the purchase.

1. Subject to DEQ approval of the documentation required under Section II paragraph A, DEQ shall reimburse Contractor within 30 days after receipt and approval of said documentation.
2. This Contract is funded through the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia.

SECTION IV. ACCOUNTING, AUDITING and RETENTION OF RECORDS

- A.** Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be capable of allocating costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts, and Contractor shall so allocate all such costs accordingly.
- B.** DEQ, the Legislative Auditor, the Legislative Fiscal Analyst, the Wilmington Trust, or their authorized agents, have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its liaison in Section XI and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph IV.E. This Contract may be terminated by DEQ upon any refusal of Contractor to allow access to such records (§18-1-118, MCA).
- C.** Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph IV.A to any of the agencies referred to in paragraph IV.B.
- D.** Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.
- E.** All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by DEQ or a third party. Contractor may not destroy any records without first offering the records to DEQ.
- F.** In the event that an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor shall correct the areas of non-compliance within six months after DEQ receives the audit report.

SECTION V. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this contract, other than services related to the purchase and installation of the infrastructure, without the State's prior written consent. Any subcontracting of services under this Contract, must be done in a competitive manner. Contractor is responsible to DEQ for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and DEQ under this contract.

SECTION VI. HOLD HARMLESS/INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Each party shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, and shall indemnify and hold the other party harmless from any such liability.

B. Each party shall maintain reasonable coverage for such liabilities, either through commercial insurance or a reasonable self-insurance mechanism under the provisions of Title 2, Chapter 9, MCA, at the minimums prescribed by law.

C. Each party shall provide the other party with a certificate of insurance upon request.

SECTION VII. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal of the Contract term. Upon expiration, a renewal document must be sent to the Montana Department of Environmental Quality, PO Box 200901, Helena, MT 59620-0901.

SECTION VIII. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor shall subject subcontractors to the same provisions, and Contractor shall ensure the same via any subcontract. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

SECTION IX. RETIRED STATE EMPLOYEE REQUIRED EMPLOYER REPORTING

In accordance with ARM 2.43.2114, state agencies are required to file employee reports with the Montana Public Employee Retirement Administration (MPERA). The employee reports required under ARM 2.43.2114 include a working retiree report covering Montana's Public Employees' Retirement System (PERS) retirees performing work in a PERS-covered position as an employee, an independent contractor, or through an employee leasing arrangement, or a temporary service contractor. ARM 2.43.2114(6) (a) requires DEQ to include the social security number of employees and workers in the employer report. Contractor's staff assigned to perform work under this contract will be asked to provide a social security number.

The purpose of collecting the social security number of an individual hired as an independent contractor or through a professional employer arrangement, an employee leasing agreement, or a temporary service contractor is to determine whether the individual is a retiree. Determining an individual's status as a retiree will determine whether DEQ must make employer contributions into the public employee

retirement system for retirees who return to work in a PERS-covered position as required by Section 19-3-1113, MCA.

SECTION X. CONTRACT TERMINATION

A. Termination for Cause with Notice to Cure Requirement. Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

B. Reduction of Funding. In accordance with §18-4-313(4), MCA, DEQ must terminate this Contract if funds are not appropriated or otherwise made available to support DEQ's continuation of performance of this Contract in a subsequent fiscal period. If state or Settlement funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, DEQ shall terminate this Contract as required by law. DEQ shall provide Contractor the date DEQ's termination shall take effect. DEQ shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, DEQ shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date DEQ's termination takes effect. This is Contractor's sole remedy. DEQ shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

C. Any termination of this Contract is subject to the exception that Section IV (ACCOUNTING, AUDIT AND RETENTION OF RECORDS), relating to retention of and access to records, must remain in effect.

SECTION XI. LIAISONS

Contractor's liaison to DEQ for purposes of this Contract is **CONTACT NAME** or successor at Contractor's address **CONTACT ADDRESS** Phone: **CONTACT PHONE**, e-mail: **CONTACT E-MAIL**. DEQ's liaison to Contractor for purposes of this Contract is Neal Ullman or successor at DEQ's Energy Bureau, 1520 East Sixth Avenue, Helena, Montana 59620, phone (406) 444-6582, e-mail Neal.Ullman@mt.gov.

SECTION XII. CHOICE OF LAW AND VENUE

In accordance with §18-1-401, MCA, Montana law governs this Contract. If there is a dispute under this Contract the Parties will meet in person and attempt to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree that prior to resorting to litigation they will attempt to settle the dispute by nonbinding mediation administered by a neutral mediator agreed to by the parties.

Both parties waive objection to personal jurisdiction in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Any litigation concerning this bid, proposal, or contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

SECTION XIII. SCOPE, AMENDMENT AND INTERPRETATION

A. This Contract consists of 6 numbered pages and contains the entire Contract of the parties. A copy of the original has the same force and effect for all purposes as the original. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

B. A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal or void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

SECTION XIV. EXECUTION

To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set out below.

MISSOULA COUNTY AIRPORT AUTHORITY

DATE

ENTITY SIGNER, TITLE

5225 Highway 10 West
Missoula, MT 59808
Federal Employer's ID No. 81-0396437

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE

VICKI J. WOODROW, Contracts Officer

Centralized Services Division
Financial Services Bureau
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Approved as to Legal Content:

DATE

DEQ Attorney

FY22 Clean Truck, Bus & Airport Equipment Grant Draft Model Contract NO. 522036

This Contract No **522036** is hereby made between **Missoula County Airport Authority** (Contractor) and the **Montana Department of Environmental Quality** (DEQ) for the purpose of replacing an old, high-polluting diesel **belt loader** funded under this Contract. This Contract is issued in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, Chapter 5. The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I. TERM OF CONTRACT

Performance of the Contract shall begin upon signature by both parties with the effective date being the latter of the two signatures. The services provided pursuant to Section II paragraph A must be completed by **MONTH DAY, 2023**, except for the assurances provided in Section II paragraph A.2., which is a continuing obligation, unless this Contract is terminated or modified as provided herein.

SECTION II. SERVICES

A. Contractor shall do the following:

1. Replace the following belt loader through the purchase of a new all-electric belt loader. The contractor shall purchase the belt loader through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application. The belt loader being scrapped and replaced will be:
Year Make/Year Engine: **1992 NMC-Wollard/1992 Isuzu**
Engine Serial Number: **N749971**
2. Ensure that for its minimum five-year lifespan, the belt loader purchased with funding under this Contract is used only by the Contractor.
3. Purchase and install electric vehicle charging infrastructure. This charging infrastructure must be installed for the purpose of charging the belt loader funded through this Contract. The Contractor may also use this charging infrastructure for other belt loader owned by the Contractor. The Contractor shall purchase the infrastructure through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application.
4. As soon as practicable, provide DEQ with the following:
 - a. Copies of the title of the old belt loader showing the VINs
 - b. Photos of the old belt loader VIN plate with the gross vehicle weight rating (GVWR);
5. Provide copy of the belt loader Purchase Order (PO), including the line-item sheet, sent by the belt loader manufacturer noting estimated delivery of the purchased belt loader on or before Contract end date.
6. Provide copies of the Infrastructure Purchase Order (s), including Infrastructure serial number(s).
7. Upon manufacturer's delivery to Contractor of the new belt loader, provide DEQ with copies of the bills of lading, reflecting total amount of the purchases, including line-item sheet indicating item-by-item pricing, and actual date(s) of delivery to the Contractor. The line-item sheet must include the model years and vehicle Identification Numbers (VIN) of the purchased belt loader.

The line-item sheets must also clearly identify the battery capacity, model, gross vehicle weight rating and horsepower.

8. Provide a copy of the invoices from the vendor showing total belt loader purchase price.
9. Provide a copy of the invoice(s) from the charging Infrastructure vendor showing total infrastructure purchase price.
10. Provide a copy of the line-item invoice(s) from the electrical or other contractor(s) installing the infrastructure.
11. Provide DEQ with photographic (color electronic images are sufficient) evidence of the new belt loader, belt loader serial/identification number, belt loader production date, belt loader VIN plate, the DEQ-supplied decal(s), and side and front views showing the belt loader number and license (if available at the time of photographing). Said written and photographic verification must be submitted to DEQ before final payment is processed.
12. Provide DEQ with photographic (color electronic images are sufficient) evidence of the installed electric vehicle charging infrastructure clearly showing the serial number and location of the infrastructure. Said written and photographic verification must be submitted to DEQ before final payment is processed.
13. Provide DEQ with documentation that shows Contractor complied with the RECYCLING/SCRAPPAGE requirements. This includes the method used to recycle the replaced belt loader. Contractor must submit written and photographic verification of the belt loader disposal process that includes the engine serial number and chassis vehicle identification numbers (VIN) of the belt loader to be recycled described in Section II paragraph A1, and the Certificate of Engine/Chassis Destruction with this information. Said written and photographic verification must be submitted to DEQ before final payment is processed.
14. Notify DEQ immediately should the Contractor receive notice of a significant delay in the delivery of the belt loader and/or installation of the infrastructure that will impact completion of tasks required by this section, and work with belt loader manufacturer and DEQ to resolve any issues to the satisfaction of Contractor and DEQ.
15. Contribute matching funds equal or greater than 30% of the total belt loader cost for the belt loader shown on the final invoice.
16. Contribute matching funds equal to or greater than 30% of the total charging infrastructure purchase and installation cost.
17. Comply with all applicable federal and state laws, executive orders, regulations, and applicable written policies in performance of services under this Contract.
18. Contractor and any subcontractors must have a DUN and Bradstreet Universal Number System (DUNS) number (www.dnb.com) and must maintain active and current contractor registration profiles in the System for Award Management (SAM <https://www.sam.gov/SAM/>), [formerly the Central Contractor Registration – CCR] for the duration of this Contract.

B. DEQ shall upon request provide consultation to Contractor concerning the subject matter of this Contract.

C. Both parties agree that Contractor shall have control over the disposition of the belt loader at the conclusion of the belt loader typical lifespan and that the requirements outlined in Section II.A no longer applies.

SECTION III. CONSIDERATION

A. In consideration of services rendered pursuant to this Contract, the value of which constitutes good and sufficient consideration, DEQ agrees to reimburse Contractor up to a maximum of **\$45,306** for the purchase of one (1) new all-electric belt loader. Contractor agrees to provide at least 30% of the total

belt loader cost for the belt loader as match towards the purchase. DEQ agrees to reimburse the Contractor up to a maximum of **\$3,182** for the purchase and installation of electric vehicle charging infrastructure for the purpose of charging the school bus funded under this Contract. Contractor agrees to provide at least 30% of the total purchase and installation of the electric vehicle charging infrastructure cost as match towards the purchase.

1. Subject to DEQ approval of the documentation required under Section II paragraph A, DEQ shall reimburse Contractor within 30 days after receipt and approval of said documentation.
2. This Contract is funded through the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia.

SECTION IV. ACCOUNTING, AUDITING and RETENTION OF RECORDS

- A.** Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be capable of allocating costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts, and Contractor shall so allocate all such costs accordingly.
- B.** DEQ, the Legislative Auditor, the Legislative Fiscal Analyst, the Wilmington Trust, or their authorized agents, have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its liaison in Section XI and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph IV.E. This Contract may be terminated by DEQ upon any refusal of Contractor to allow access to such records (§18-1-118, MCA).
- C.** Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph IV.A to any of the agencies referred to in paragraph IV.B.
- D.** Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.
- E.** All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by DEQ or a third party. Contractor may not destroy any records without first offering the records to DEQ.
- F.** In the event that an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor shall correct the areas of non-compliance within six months after DEQ receives the audit report.

SECTION V. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this contract, other than services related to the purchase and installation of the infrastructure, without the State's prior written consent. Any subcontracting of services under this Contract, must be done in a competitive manner. Contractor is responsible to DEQ for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and DEQ under this contract.

SECTION VI. HOLD HARMLESS/INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A.** Each party shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, and shall indemnify and hold the other party harmless from any such liability.
- B.** Each party shall maintain reasonable coverage for such liabilities, either through commercial insurance or a reasonable self-insurance mechanism under the provisions of Title 2, Chapter 9, MCA, at the minimums prescribed by law.
- C.** Each party shall provide the other party with a certificate of insurance upon request.

SECTION VII. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal of the Contract term. Upon expiration, a renewal document must be sent to the Montana Department of Environmental Quality, PO Box 200901, Helena, MT 59620-0901.

SECTION VIII. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor shall subject subcontractors to the same provisions, and Contractor shall ensure the same via any subcontract. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

SECTION IX. RETIRED STATE EMPLOYEE REQUIRED EMPLOYER REPORTING

In accordance with ARM 2.43.2114, state agencies are required to file employee reports with the Montana Public Employee Retirement Administration (MPERA). The employee reports required under ARM 2.43.2114 include a working retiree report covering Montana's Public Employees' Retirement System (PERS) retirees performing work in a PERS-covered position as an employee, an independent contractor, or through an employee leasing arrangement, or a temporary service contractor. ARM 2.43.2114(6) (a) requires DEQ to include the social security number of employees and workers in the employer report. Contractor's staff assigned to perform work under this contract will be asked to provide a social security number.

The purpose of collecting the social security number of an individual hired as an independent contractor or through a professional employer arrangement, an employee leasing agreement, or a temporary service contractor is to determine whether the individual is a retiree. Determining an individual's status

as a retiree will determine whether DEQ must make employer contributions into the public employee retirement system for retirees who return to work in a PERS-covered position as required by Section 19-3-1113, MCA.

SECTION X. CONTRACT TERMINATION

A. Termination for Cause with Notice to Cure Requirement. Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

B. Reduction of Funding. In accordance with §18-4-313(4), MCA, DEQ must terminate this Contract if funds are not appropriated or otherwise made available to support DEQ's continuation of performance of this Contract in a subsequent fiscal period. If state or Settlement funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, DEQ shall terminate this Contract as required by law. DEQ shall provide Contractor the date DEQ's termination shall take effect. DEQ shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, DEQ shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date DEQ's termination takes effect. This is Contractor's sole remedy. DEQ shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

C. Any termination of this Contract is subject to the exception that Section IV (ACCOUNTING, AUDIT AND RETENTION OF RECORDS), relating to retention of and access to records, must remain in effect.

SECTION XI. LIAISONS

Contractor's liaison to DEQ for purposes of this Contract is **CONTACT NAME** or successor at Contractor's address **CONTACT ADDRESS** Phone: **CONTACT PHONE**, e-mail: **CONTACT E-MAIL**. DEQ's liaison to Contractor for purposes of this Contract is Neal Ullman or successor at DEQ's Energy Bureau, 1520 East Sixth Avenue, Helena, Montana 59620, phone (406) 444-6582, e-mail Neal.Ullman@mt.gov.

SECTION XII. CHOICE OF LAW AND VENUE

In accordance with §18-1-401, MCA, Montana law governs this Contract. If there is a dispute under this Contract the Parties will meet in person and attempt to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree that prior to resorting to litigation they will attempt to settle the dispute by nonbinding mediation administered by a neutral mediator agreed to by the parties.

Both parties waive objection to personal jurisdiction in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Any litigation concerning this bid, proposal, or contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

SECTION XIII. SCOPE, AMENDMENT AND INTERPRETATION

A. This Contract consists of 6 numbered pages and contains the entire Contract of the parties. A copy of the original has the same force and effect for all purposes as the original. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

B. A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal or void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

SECTION XIV. EXECUTION

To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set out below.

MISSOULA COUNTY AIRPORT AUTHORITY

DATE

ENTITY SIGNER, TITLE

5225 Highway 10 West
Missoula, MT 59808
Federal Employer's ID No. 81-0396437

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE

VICKI J. WOODROW, Contracts Officer

Centralized Services Division
Financial Services Bureau
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Approved as to Legal Content:

DATE

DEQ Attorney

FY22 Clean Truck, Bus & Airport Equipment Grant Draft Model Contract NO. 522037

This Contract No **522037** is hereby made between **Missoula County Airport Authority** (Contractor) and the **Montana Department of Environmental Quality** (DEQ) for the purpose of replacing an old, high-polluting **push back tractor** funded under this Contract. This Contract is issued in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, Chapter 5. The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I. TERM OF CONTRACT

Performance of the Contract shall begin upon signature by both parties with the effective date being the latter of the two signatures. The services provided pursuant to Section II paragraph A must be completed by **MONTH DAY, 2023**, except for the assurances provided in Section II paragraph A.2., which is a continuing obligation, unless this Contract is terminated or modified as provided herein.

SECTION II. SERVICES

A. Contractor shall do the following:

1. Replace the following push back tractor through the purchase of a new all-electric push back tractor. The contractor shall purchase the push back tractor through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application. The push back tractor being scrapped and replaced will be:
Year Make/Year Engine: **1990 Harlan/1990 Ford**
Engine Serial Number: **00758 G-22-RT**
2. Ensure that for its minimum five-year lifespan, the push back tractor purchased with funding under this Contract is used only by the Contractor.
3. Purchase and install electric vehicle charging infrastructure. This charging infrastructure must be installed for the purpose of charging the push back tractor funded through this Contract. The Contractor may also use this charging infrastructure for other push back tractor owned by the Contractor. The Contractor shall purchase the infrastructure through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application.
4. As soon as practicable, provide DEQ with the following:
 - a. Copies of the title of the old push back tractor showing the VINs
 - b. Photos of the old push back tractor VIN plate with the gross vehicle weight rating (GVWR);
5. Provide copy of the push back tractor Purchase Order (PO), including the line-item sheet, sent by the push back tractor manufacturer noting estimated delivery of the purchased push back tractor on or before Contract end date.
6. Provide copies of the Infrastructure Purchase Order (s), including Infrastructure serial number(s).
7. Upon manufacturer's delivery to Contractor of the new push back tractor, provide DEQ with copies of the bills of lading, reflecting total amount of the purchases, including line-item sheet indicating item-by-item pricing, and actual date(s) of delivery to the Contractor. The line-item

sheet must include the model years and vehicle Identification Numbers (VIN) of the purchased push back tractor. The line-item sheets must also clearly identify the battery capacity, model, gross vehicle weight rating and horsepower.

8. Provide a copy of the invoices from the vendor showing total push back tractor purchase price.
9. Provide a copy of the invoice(s) from the charging Infrastructure vendor showing total infrastructure purchase price.
10. Provide a copy of the line-item invoice(s) from the electrical or other contractor(s) installing the infrastructure.
11. Provide DEQ with photographic (color electronic images are sufficient) evidence of the new push back tractor, push back tractor serial/identification number, push back tractor production date, push back tractor VIN plate, the DEQ-supplied decal(s), and side and front views showing the push back tractor number and license (if available at the time of photographing). Said written and photographic verification must be submitted to DEQ before final payment is processed.
12. Provide DEQ with photographic (color electronic images are sufficient) evidence of the installed electric vehicle charging infrastructure clearly showing the serial number and location of the infrastructure. Said written and photographic verification must be submitted to DEQ before final payment is processed.
13. Provide DEQ with documentation that shows Contractor complied with the RECYCLING/SCRAPPAGE requirements. This includes the method used to recycle the replaced push back tractor. Contractor must submit written and photographic verification of the push back tractor disposal process that includes the engine serial number and chassis vehicle identification numbers (VIN) of the push back tractor to be recycled described in Section II paragraph A1, and the Certificate of Engine/Chassis Destruction with this information. Said written and photographic verification must be submitted to DEQ before final payment is processed.
14. Notify DEQ immediately should the Contractor receive notice of a significant delay in the delivery of the push back tractor and/or installation of the infrastructure that will impact completion of tasks required by this section, and work with vehicle/AGSE manufacturer and DEQ to resolve any issues to the satisfaction of Contractor and DEQ.
15. Contribute matching funds equal or greater than 30% of the total push back tractor cost for the push back tractor shown on the final invoice.
16. Contribute matching funds equal to or greater than 30% of the total charging infrastructure purchase and installation cost.
17. Comply with all applicable federal and state laws, executive orders, regulations, and applicable written policies in performance of services under this Contract.
18. Contractor and any subcontractors must have a DUN and Bradstreet Universal Number System (DUNS) number (www.dnb.com) and must maintain active and current contractor registration profiles in the System for Award Management (SAM <https://www.sam.gov/SAM/>), [formerly the Central Contractor Registration – CCR] for the duration of this Contract.

B. DEQ shall upon request provide consultation to Contractor concerning the subject matter of this Contract.

C. Both parties agree that Contractor shall have control over the disposition of the push back tractor at the conclusion of the push back tractor typical lifespan and that the requirements outlined in Section II.A no longer applies.

SECTION III. CONSIDERATION

A. In consideration of services rendered pursuant to this Contract, the value of which constitutes good and sufficient consideration, DEQ agrees to reimburse Contractor up to a maximum of **\$87,449** for the purchase of one (1) new push back tractor. Contractor agrees to provide at least 30% of the total push back tractor cost for the push back tractor as match towards the purchase. DEQ agrees to reimburse the Contractor up to a maximum of \$3,182 for the purchase and installation of electric vehicle charging infrastructure for the purpose of charging the school bus funded under this Contract. Contractor agrees to provide at least 30% of the total purchase and installation of the electric vehicle charging infrastructure cost as match towards the purchase.

1. Subject to DEQ approval of the documentation required under Section II paragraph A, DEQ shall reimburse Contractor within 30 days after receipt and approval of said documentation.
2. This Contract is funded through the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia.

SECTION IV. ACCOUNTING, AUDITING and RETENTION OF RECORDS

A. Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be capable of allocating costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts, and Contractor shall so allocate all such costs accordingly.

B. DEQ, the Legislative Auditor, the Legislative Fiscal Analyst, the Wilmington Trust, or their authorized agents, have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its liaison in Section XI and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph IV.E. This Contract may be terminated by DEQ upon any refusal of Contractor to allow access to such records (§18-1-118, MCA).

C. Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph IV.A to any of the agencies referred to in paragraph IV.B.

D. Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.

E. All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by DEQ or a third party. Contractor may not destroy any records without first offering the records to DEQ.

F. In the event that an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor shall correct the areas of non-compliance within six months after DEQ receives the audit report.

SECTION V. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this contract, other than services related to the purchase and installation of the infrastructure, without

the State's prior written consent. Any subcontracting of services under this Contract, must be done in a competitive manner. Contractor is responsible to DEQ for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and DEQ under this contract.

SECTION VI. HOLD HARMLESS/INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Each party shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, and shall indemnify and hold the other party harmless from any such liability.

B. Each party shall maintain reasonable coverage for such liabilities, either through commercial insurance or a reasonable self-insurance mechanism under the provisions of Title 2, Chapter 9, MCA, at the minimums prescribed by law.

C. Each party shall provide the other party with a certificate of insurance upon request.

SECTION VII. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal of the Contract term. Upon expiration, a renewal document must be sent to the Montana Department of Environmental Quality, PO Box 200901, Helena, MT 59620-0901.

SECTION VIII. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor shall subject subcontractors to the same provisions, and Contractor shall ensure the same via any subcontract. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

SECTION IX. RETIRED STATE EMPLOYEE REQUIRED EMPLOYER REPORTING

In accordance with ARM 2.43.2114, state agencies are required to file employee reports with the Montana Public Employee Retirement Administration (MPERA). The employee reports required under ARM 2.43.2114 include a working retiree report covering Montana's Public Employees' Retirement System (PERS) retirees performing work in a PERS-covered position as an employee, an independent contractor, or through an employee leasing arrangement, or a temporary service contractor. ARM 2.43.2114(6) (a) requires DEQ to include the social security number of employees and workers in the

employer report. Contractor's staff assigned to perform work under this contract will be asked to provide a social security number.

The purpose of collecting the social security number of an individual hired as an independent contractor or through a professional employer arrangement, an employee leasing agreement, or a temporary service contractor is to determine whether the individual is a retiree. Determining an individual's status as a retiree will determine whether DEQ must make employer contributions into the public employee retirement system for retirees who return to work in a PERS-covered position as required by Section 19-3-1113, MCA.

SECTION X. CONTRACT TERMINATION

A. Termination for Cause with Notice to Cure Requirement. Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

B. Reduction of Funding. In accordance with §18-4-313(4), MCA, DEQ must terminate this Contract if funds are not appropriated or otherwise made available to support DEQ's continuation of performance of this Contract in a subsequent fiscal period. If state or Settlement funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, DEQ shall terminate this Contract as required by law. DEQ shall provide Contractor the date DEQ's termination shall take effect. DEQ shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, DEQ shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date DEQ's termination takes effect. This is Contractor's sole remedy. DEQ shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

C. Any termination of this Contract is subject to the exception that Section IV (ACCOUNTING, AUDIT AND RETENTION OF RECORDS), relating to retention of and access to records, must remain in effect.

SECTION XI. LIAISONS

Contractor's liaison to DEQ for purposes of this Contract is **CONTACT NAME** or successor at Contractor's address **CONTACT ADDRESS** Phone: **CONTACT PHONE**, e-mail: **CONTACT E-MAIL**. DEQ's liaison to Contractor for purposes of this Contract is Neal Ullman or successor at DEQ's Energy Bureau, 1520 East Sixth Avenue, Helena, Montana 59620, phone (406) 444-6582, e-mail Neal.Ullman@mt.gov.

SECTION XII. CHOICE OF LAW AND VENUE

In accordance with §18-1-401, MCA, Montana law governs this Contract. If there is a dispute under this Contract the Parties will meet in person and attempt to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree that prior to resorting to litigation they will attempt to settle the dispute by nonbinding mediation administered by a neutral mediator agreed to by the parties.

Both parties waive objection to personal jurisdiction in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Any litigation concerning this bid, proposal, or contract must be

brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

SECTION XIII. SCOPE, AMENDMENT AND INTERPRETATION

A. This Contract consists of 6 numbered pages and contains the entire Contract of the parties. A copy of the original has the same force and effect for all purposes as the original. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

B. A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal or void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

SECTION XIV. EXECUTION

To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set out below.

MISSOULA COUNTY AIRPORT AUTHORITY

DATE

ENTITY SIGNER, TITLE

5225 Highway 10 West
Missoula, MT 59808
Federal Employer's ID No. 81-0396437

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE

VICKI J. WOODROW, Contracts Officer

Centralized Services Division
Financial Services Bureau
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Approved as to Legal Content:

DATE

DEQ Attorney

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: February 22, 2022

1. **TITLE:** Purchase of Electric Ground Service Equipment

Review, discussion, and possible approval to purchase Ground Service Equipment (GSE) specified in the Montana DEQ Grant Application.
ACTION ITEM
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS INFORMATION/
DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** Following the acceptance of the DEQ grant, we would like the authority to issue purchase orders for 3 belt loaders and 1 pushback tractor and install electrical service per the attached quotes. Total amount needed for purchases is \$337,280. By using purchase orders, these amounts are not due until we take delivery of the equipment. *The DEQ grant will reimburse us for \$236,096. Our match to be paid as \$40,000 from current fiscal year's capital budget, and \$61,184 from next fiscal years capital budget. Current lead times - Beltloaders = 18 weeks, Pushback = 34 weeks.
5. **BUDGET INFORMATION:**

Amount Required: \$337,280
Budget amount available: *\$337,2809 (\$236,096+\$40,000+\$61,184)
6. **SUPPLEMENTAL AGENDA INFORMATION:**
7. **RECOMMENDED MOTION:** Move to authorize the Airport purchase Electric GSE and install infrastructure in the amount of \$337,280
8. **PREPARED BY:** Dan F. Neuman, Manager of Business Development
9. **COMMITTEE REVIEW:** N/A



11175 W. Emerald Street
Boise, ID 83713
United States of America
+1 208-378-9888
+1 208 378-9889
sales@aerospecialties.com
www.aerospecialties.com



Quote Number: AS1Q3572

Date of Quote: Oct 18, 2021

Quote Valid Through: Nov 17, 2021

Sold To:**Missoula County Airport**

Dan Neuman
11911 Windemere Drive
Missoula, MT 59804
USA

Ship To:**Missoula County Airport Authority**

Dan Neuman
11911 Windemere Drive
Missoula, MT 59804
USA

Your Sales Rep:**Tony Cale**

GSE Sales Manager
Phone: +1 208-378-9888
Email: tonyc@aerospecialties.com

Ship Via	FOB	Payment Terms	Reference
LTL	Factory	Pending	

Thank you for your interest in AERO Specialties. Attached is the quote along with additional information requested. We appreciate the opportunity to earn your business. If you have any questions please let me know.

Part #	Description	Lead Time	Qty	List Price	Discount	Unit Price	Ext. Price
NBL-E	New TLD NBL-E Beltloader, Lead Acid-Electric. Standard features include: Operator seat with seat belt, Fixed belt speed at 18 M/min, Boom: 7.8m long (25 Ft), Front vertical bumpers, E-stop box on the LHS front and rear of the boom, Fuel gauge, Reverse light and reverse buzzer, dead man switch to prevent both lift cylinders from lifting @ same time Color: White RAL9016	14 weeks ARO	1	\$40,053.00	-	\$40,053.00	\$40,053.00
008.1	SAGE handrail (RHS with catwalk) - two sliding sections		1	\$3,409.00	-	\$3,409.00	\$3,409.00
044	Outboard charger battery Midatron 80V-70A		1	\$5,872.00	-	\$5,872.00	\$5,872.00
052	Manual handpump		1	\$632.00	-	\$632.00	\$632.00
076	Variable belt speed option		1	\$436.00	-	\$436.00	\$436.00
075	CD Manual		1	\$68.00	-	\$68.00	\$68.00
042	Exide Lead-Acid Battery 80 volts, 420Ah with EURO320 connector		1	\$6,453.00	-	\$6,453.00	\$6,453.00
SS	Steel Surcharge		1	\$2,000.00	-	\$2,000.00	\$2,000.00

Exhibit A: Belt Loader Quotes

Part #	Description	Lead Time	Qty	List Price	Discount	Unit Price	Ext. Price
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FREIGHT Shipping EXW: Boise, ID. Rates available upon request.

Totals

FOR UNITED STATES CUSTOMERS ONLY:

Due to laws concerning sales tax collection in the USA's various states, AERO Specialties will now collect sales tax from all customers that are not tax-exempt. The state/county's sales tax will be charged at the time of invoicing. Please provide your exemption documentation or relevant information during order placement if you are a reseller or a tax-exempt customer.

Subtotal	\$58,923.00
Total Discount	\$0.00
Tax	\$0.00
Shipping	\$5,800.00
Grand Total	\$64,723.00

Lead times are quoted in business days and subject to change.

Deposit Required \$0.00

BEWARE OF CYBER FRAUD!

Before wiring any funds, call the AERO Specialties representative at a number you know is valid to confirm the instructions and be wary of any request to change wire instructions you have already received.

Quotation Notes and Acceptance

To accept and purchase the equipment on this quotation, sign below and return:

Acceptance Date: _____

Print Name: _____

Signature: _____

**Quoted to: Missoula Montana Airport
Dan F. Neuman**

Customer ID		Good Thru	Payment Terms		Sales Rep
MSO		60 Days	TBD		TP
Quantity	Description			Unit Price	Extension
One (1) Each	<div>Charlatte Model CBL2000E Electric Belt Loader complete with the following features:</div> <ul style="list-style-type: none">80V AC Drive Motor80 V AC Controller (Single Controller for Drive & Belt Functions)Hydraulic Power SteeringService Brakes Front Disc / Rear DrumMechanical Park Brake with Orschlin adjustable handleDirection Lever Control – Up-Reverse, Down-ForwardSelf Aligning Heavy duty 24" Ribbed 2 ply BeltWheels Front/Rear One Piece RimTires Front/Rear 225/75 R 16B777 (narrow) conveyor bed with recessed electric controlsMeter to show state of charge and cumulative hours of operation (hourmeter)Belt direction controls – Electric controls – Front & Rear – Left Hand Side, (<i>Weatherproof controls</i>)E-Stops to shut off the beltloader at front of conveyor – both sidesBelt speed control (through belt direction controls)DC/DC converter to convert 80 VDC to 12VDC to operate automotive type systems.Standard handrail with spring assist, right hand side of beltCreeping speed set at 300 RPMConveyor belt rollback protection consisting of interlock device to prevent load rollback when in neutral positionBelt safety interlock – Renders conveyor belt controls inoperative unless park brake is set			\$ 47,500.00	\$ 47,500.00
	<div><ul style="list-style-type: none">Deka 40-D85-9 (340 Ah) BatteryFreight – Truckload – Bluefield, VA to Missoula Airport, MT</div> <div>Note: Two Units Can Be Fit On Standard 53’ Truck</div>			\$ 8,463.00	\$ 8,463.00
				\$ 10,800.00	\$ 10,800.00
Note: Price does not include charger or any applicable local sales tax.					
UNLESS OTHERWISE QUOTED PRICE IS F.O.B. CHARLATTE PLANT, BLUEFIELD, VA. STANDARD PAINT COLOR IS WHITE				Subtotal \$	\$ 66,763.00
				Sales Tax	TBD
				Total \$	\$ 66,763.00

Page 2

CBL2000E Optional Items: (To be selected at time of order)

• SCOUT Aircraft Approach System	\$ 6,955.00
• RJ Handrail with Spring Assist – Left Hand Side of Belt	\$ 1,250.00
• Front LED Work Light	\$ 110.00
• Rotating Beacon (Mounted on a Pole)	\$ 350.00
• Flashing Beacon (Mounted on a Pole)	\$ 290.00
• Turn Signals (LED)	\$ 350.00
• 757 Steps	\$ 525.00
• LED Lighting (Replace Standard)	\$ 255.00
• Chock Storage Box	\$ 100.00
• Chock Storage Box With Chocks	\$ 230.00
• Rub Rails (Mounted Both Sides Of Chassis)	\$ 385.00
• Additional Belt Control Station (Each)	\$ 250.00
• Additional E-Stop (Each)	\$ 150.00
• Retractable Seat Belt	\$ 85.00
• Backup Alarm	\$ 125.00
• Curtis Diagnostic Tool	\$ 590.00

Note: Additional Options available on request.

Battery Options: (To be selected at time of order)

• Crown 40-C85-9 (340 Ah) Battery	\$ 8,410.00
◦ Add Single Point Watering System	\$ 762.00
• Crown 40-C75-11 (375 Ah) Battery	\$ 9,048.00
◦ Add Single Point Watering System	\$ 762.00
• Crown 40-C85-11 (425 Ah) Battery	\$ 9,160.00
◦ Add Single Point Watering System	\$ 762.00
• Deka 40-D75-11 (375 Ah) Battery	\$ 9,070.00
◦ Add Single Point Watering System	\$ 762.00
• Deka 40-D85-11 (425 Ah) Battery	\$ 9,624.00
◦ Add Single Point Watering System	\$ 762.00
• EnerSys 40-E90D-13 (540 Ah) Deserthog Battery	\$ 11,664.00
◦ Add Single Point Watering System	\$ 762.00

Note: Battery/Charger Pricing is current as of the time of this quotation and may change dependent upon supplier increases.

Charger Options:

• Anderson Euro Fast Charge Plug (Including BMID)	\$ 1,050.00
• Burton Fast Charge Plug (Including BMID)	\$ 1,500.00
• Standard Charger – Impaq EI3-IN-5G (208/220/240 Input - 75A DC Output)	\$ 2,900.00
• Opportunity Charger – Impaq EI3-KP-5G (208/220/240 Input - 125A DC Output)	\$ 4,015.00
• Standard Charger – EnForcer IMPAQ NIP3-HN-5Y (480VAC / 3 Phase Input), 80A DC Output	\$ 4,400.00
• Semi-Fast Charger - EnForcer IMPAQ NIP3-IN-5Y (480VAC / 3 Phase Input), 120A DC Output	\$ 5,075.00
• Fast Charger – Posicharge SVS-100 10KW (Single Port)	\$ 13,000.00
• Fast Charger – Posicharge DVS-300 30 KW (Dual Port)	\$ 44,000.00
◦ Posicharge - Anderson Euro Fast Charge Plug (Including BMID – Only Needed If Fast Charging)	\$ 1,050.00
◦ Posicharge - Burton Fast Charge Plug (Including BMID – Only Needed If Fast Charging)	\$ 1,500.00

Availability/Delivery:

Typical lead time for equipment FOB Ex-Works Bluefield Virginia is ten to twelve (10-12) weeks from receipt of Purchase Order (PO). Unit delivery can be affected by production schedule and battery lead times.

Warranty/Support:

Our Standard Warranty covers a period of two (2) years from putting into service & or 2,000 hours of operation whichever comes first. Original Equipment Manufacture (OEM) Parts/Components warranties are passed through to buyer.

Training:

Operator and Maintenance Training will be provided by Charlotte America personnel at customer location. This service is included at no additional charge with the purchase of the vehicles.

Exhibit B - Pushback Quotes



Missoula Montana Airport (MSO)

Request for Proposal to Purchase a TUG 660 E with Battery and Charger

Asset Type	Make/Model/Description	Purchase Price	Availability
Electric Belt Loader	<p>Year 2022 Textron TUG 660 E with Lead Acid Deka Battery and Bassi: BDN-80200T-483+40KTH Charger</p> <p>Includes:</p> <p>BL 660 / Belt Loader</p> <p>24 Month/2000 Hour Warranty</p> <p>Paint-Standard White</p> <p>Hydraulic Tank Access, Elec Non Latched</p> <p>LED Amber Beacon On 42" Post</p> <p>Belt Control, Left Front, Non Recessed</p> <p>Belt Control, Left Rear, Non Recessed</p> <p>Belt Control_Right Front_ Non Recessed</p> <p>Belt Control_RR_Non-Recessed</p> <p>BMID For PosiCharge</p> <p>Paint Brake Pedal Black W/Red</p> <p>Brake Pedal - No Grip</p> <p>660 BeltLoader-No Grip</p> <p>660 BeltLoader, AC Electric Drive, Base</p> <p>660E-AC Euro DinConnector Female</p> <p>Battery Door, 660 E-AC</p> <p>Deka 80V 340AH Battery</p> <p>BFS For Exide/Deka</p> <p>Chassis Rub Rails_6 Places</p> <p>Rubber Bumper Roll-Front-Std</p> <p>Standard Conveyor Width</p> <p>Conveyor Weldment, Std</p> <p>Worklight Conveyor</p> <p>Standard Conveyor Data Plate</p> <p>Driver Seat Bucket</p> <p>Dash/Instrument Panel, 660E</p> <p>Estop Dash, Locking</p> <p>Estop, Left Front, St. Con. Non Recessed</p> <p>Estop, Left Rear, STD/NAR Con. NONRECESS</p> <p>Estop, Right Front, STD Conveyor Nonrece</p> <p>Estop, Right Rear, STD, NAR Conveyer NON R</p> <p>Fenders, Standard 660E</p> <p>660 Frame-E Nonpst STD @HL BMP W/ FIN</p> <p>Front Steps_Type 757_ Bolt On</p> <p>Headlights on with Switch</p> <p>Horn Button Location-Steering Wheel Cent</p> <p>Hyd Tank W/ DESC FILT & QUICK FILL, ELEC</p> <p>Left Conveyor Or Pin With Detent</p> <p>Left Conveyor Rail Bag-Rail</p>	\$93,137	24-28 Weeks ARO

Exhibit B - Pushback Quotes

	Park Brake Handle Black No Powerstow, E-AC Rear Amber Turn Light, 2-Hole Bumper Rear Conveyor Hoop Guard Std 2 Rear Steps, Passenger Only Right Conveyor Rail Handrail Non Tapered Conveyor Rollers Remote Charge Port Rapid Euro Din Backup Alarm No Rearview Mirror Black Retractable 69In Seat Belt Front Tire 8 x 16.5 Ribbed User Controlled Turn Sig_A Bassi: BDN-80200T-483+40KTH Charger		
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*Freight and sales tax not included and will be calculated at time of shipping.

*Prices are valide for 30 days from the date of this proposal.

*Equipment is availability is based on a first come first serve basis.



Proposal for Missoula Montana Airport

Prepared by Nicole Romeo

November 22, 2021

Customer: **Missoula Montana Airport**
5225 West Broadway
Missoula, MT 59808

Vendor: **Fortbrand Services, LLC**
50 Fairchild Court
Plainview, NY 11803

Purchase Option:

QTY (1) New Year 2022 Lektro Model AP 8850SDA-AL-100/50 Aircraft TUG Specifications

New 2022 Lektro Model AP8850SDA-AL-100/50
Aircraft Tug, 120,000 lb/54,432 kg Capacity
2-Limit Automatic Aircraft Recognition System
FSIP EVT1000LV IGBT Electronic Speed Control with
On-Board Diagnostics
45.3 HP/72v DC Drive Motor with Cooling Fan
Auburn/Dana 44 Differential, 3.73 Ratio
On/Off Power Switch (Non-Keyed)
Hour Meter
Electronic Battery Monitor, Motive Battery
Dual LED Headlights with Guards at Cradle &
Operator Ends of Tug
Four Flashing Amber LED Running Lights with
Guards
Amber Strobe Light with Shield
Dual Cradle Illumination LED Lights with Guards &
Dual Fender Controls
72 VDC, 550 Amp Hr. (6-Hr. Rate), Industrial Motive
Batteries
Single-Point Central Battery Water Fill System for
Motive Batteries
72 VDC, 100 Amp, 208-480 VAC, 50/60 Hz, 3-Ph,
Fully Automatic Charger
-Power Supply (AC) Voltage Must Be Specified By Customer-
Patented Electric/Hydraulic, Dual Cylinder,
Sidegateless Universal Nose Gear Cradle
Operator Seat, Premium Grade (Black) with
Armrests, Suspension & Retractable Seat Belt



Passenger Seat, Premium Grade (Black) with Armrests & Retractable Seat Belt Foot Applied Dual Hydraulic Wheel Disc Brakes Hydraulic Parking Brake, Hand Push/Pull Applied Solid-Pneumatic Traction Drive Tires (23 x 10 x 12) Solid-Pneumatic Traction Steer Tires (21 x 8-9) Heavy-Duty Hydraulic Winch with Nylon Belt Including Automatic Cut-Off 2 Dbl 1" x 29" Nylon Strut Straps with Protective Sleeve Electric/Hydraulic Power Steering Tilt Steering Column Steer Axle Suspension Side Mount Accessory Holders with Covers High Gloss Enamel White Paint with Polyurethane Protective Coating Pintle Towing Hook Adapter Mounted on Operator End of Tug Steel Side Rub Rails Parts/Service/Operation Manual with Exploded View on USB One Year Gold Seal Warranty	
Sub Total	\$115,322.25

Optional Equipment:

Dash 8 Adapter (Requires Extended Aluminum Rear Gate)	\$1,372.80
Extended Aluminum Rear Gate with Automatic Winch Cut-Off	\$4,732.20

Other:

- Current Lead Time, After Receipt of Order 18-20 Weeks.
- Pricing is valid for 30 days from receipt of this proposal.
- Freight charges to ship QTY (1) Lektro 8850 from Warrenton, OR to MSO is \$3,500 + tax.

The information contained within this proposal is confidential and proprietary and is for information and evaluation purposes only. This proposal is prepared solely for the company listed above (the "Customer") and is not be disclosed to any parties other than Customer, its employees, officers, or directors with a need to know the information contained herein, unless Fortbrand Services, LLC otherwise agrees in writing. Unless and until a written contract has been duly executed, neither Customer nor Fortbrand Services, LLC. will have any obligation to the other with respect to any proposed transaction, with respect to the procedures employed in connection therewith, or with respect to any representations made by either party. The terms and conditions contained within a final signed contract between Customer and Fortbrand Services, LLC will supersede those within this document.



11175 W. Emerald Street
Boise, ID 83713
United States of America
+1 208-378-9888
+1 208 378-9889
sales@aerospecialties.com
www.aerospecialties.com



Quote Number: AS1Q3946

Date of Quote: Nov 4, 2021

Quote Valid Through: Dec 4, 2021

Sold To:**Missoula County Airport**

Dan Neuman
11911 Windemere Drive
Missoula, MT 59804
USA

Ship To:**Missoula County Airport Authority**

Dan Neuman
11911 Windemere Drive
Missoula, MT 59804
USA

Your Sales Rep:**Tony Cale**

GSE Sales Manager
Phone: +1 208-378-9888
Email: tonyc@aerospecialties.com

Ship Via	FOB	Payment Terms	Reference
TBD	Factory	Pending	

Thank you for your interest in AERO Specialties. Attached is the quote along with additional information requested. We appreciate the opportunity to earn your business. If you have any questions please let me know.

Part #	Description	Lead Time	Qty	List Price	Discount	Unit Price	Ext. Price
TMX-50-8-E	The TMX-50-E is an electric, battery powered conventional aircraft tractor, designed to push and tow a large range of aircraft's- business, private, helicopters, regional, single aisle aircraft's up to B737 NG3/MAX and A321. The compact design of the TMX-50-E, with 4 wheels drive and 4 wheels steering, allows an exceptional traction and maneuverability for precise positioning in hangars and repositioning of aircraft's in all possible climatic conditions.	26 weeks ARO	1	\$96,750.00	-	\$96,750.00	\$96,750.00
041	041 - iBS battery 2 packs (intensive use)		1	\$29,593.00	-	\$29,593.00	\$29,593.00
045.1	Onboard Charger 480V 3-Phase		1	\$8,750.00	-	\$8,750.00	\$8,750.00
012	Cab (including doors, heater, wiper, beacon, windows, mirrors)		1	\$7,000.00	-	\$7,000.00	\$7,000.00
021	Mirror, front hitch (rear is standard)		1	\$243.00	-	\$243.00	\$243.00
023	23 - Front work light		1	\$275.00	-	\$275.00	\$275.00
025	Tow mode button		1	\$175.00	-	\$175.00	\$175.00
028	Fire Extinguisher (20 lbs)		1	\$331.00	-	\$331.00	\$331.00

Exhibit B - Pushback Quotes

		Lead Time	Qty	List Price	Discount	Unit Price	Ext. Price
032	Inching controls front and rear		1	\$1,518.00	-	\$1,518.00	\$1,518.00
033	Parking brake light		1	\$68.00	-	\$68.00	\$68.00

Totals

FOR UNITED STATES CUSTOMERS ONLY:

Due to laws concerning sales tax collection in the USA's various states, AERO Specialties will now collect sales tax from all customers that are not tax-exempt. The state/county's sales tax will be charged at the time of invoicing. Please provide your exemption documentation or relevant information during order placement if you are a reseller or a tax-exempt customer.

Subtotal	\$144,703.00
Total Discount	\$0.00
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$144,703.00

Lead times are quoted in business days and subject to change.

Deposit Required	\$0.00
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BEWARE OF CYBER FRAUD!

Before wiring any funds, call the AERO Specialties representative at a number you know is valid to confirm the instructions and be wary of any request to change wire instructions you have already received.

Quotation Notes and Acceptance

To accept and purchase the equipment on this quotation, sign below and return:

Acceptance Date: _____

Print Name: _____

Signature: _____



Proposal for Missoula Montana Airport

Prepared by Nicole Romeo

November 22, 2021

Customer: **Missoula Montana Airport**
5225 West Broadway
Missoula, MT 59808

Vendor: **Fortbrand Services, LLC**
50 Fairchild Court
Plainview, NY 11803

Purchase Option:

New Year 2022 Tronair Eagle ETT-12 Specifications

QTY (1) New 2022 Tronair Eagle TT-12 12,0000 lbf DBP – 4 WD/4WS Aircraft Tractor – 80 V
Electric (No Battery)
Spotlight (LED) – Vertical Adjustment Only – Front Hitch Illumination
Rubber Deck Protectors – eTT-12
E Hitch 2.125 Pin Yellow
Standard Post – Mounted LED Strobe
3 Year Standard Warranty
*Only with ACR form

Sub Total \$94,250.69

Optional Equipment:

Battery, 625H w Watering Kit & Direct Fill \$17,952
Link
Smart Charge – High Frequency. 480V, 60Hz \$11,924
Only, 3 Phase, Euro Connector

Other:

- Current Lead Time, After Receipt of Order 26-30 Weeks.
- Pricing is valid for 30 days from receipt of this proposal.
- Freight to ship QTY (1) Tronair Eagle ETT-12 from Swanton, OH to MSO is \$4,000 + tax.

The information contained within this proposal is confidential and proprietary and is for information and evaluation purposes only. This proposal is prepared solely for the company listed above (the "Customer") and is not be disclosed to any parties other than Customer, its employees, officers, or directors with a need to know the information contained herein, unless Fortbrand Services, LLC otherwise agrees in writing. Unless and until a written contract has been duly executed, neither Customer nor Fortbrand Services, LLC. will have any obligation to the other with respect to any proposed transaction, with respect to the procedures employed in connection therewith, or with respect to any representations made by either party. The terms and conditions contained within a final signed contract between Customer and Fortbrand Services, LLC will supersede those within this document.



12/20/2021

Project Name: MSO Terminal Construction Project

Project Address: 5225 Highway 10 West
Missoula, MT 59808

ATTN: Shaun Shea

Subject: Charging Station Infrastructure Cost

Mr. Shea,

I have received a response from our Electrical Subcontractor regarding the cost to install the infrastructure for a charging station. The cost to MSO to install the infrastructure for a charging station along gridline MM at the south end of the baggage handling area is \$4,546 per station.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cole Jensen', is written over a horizontal line.

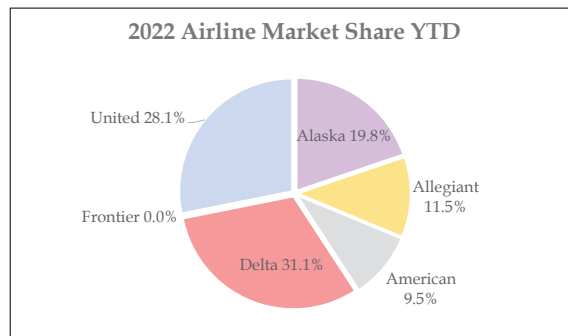
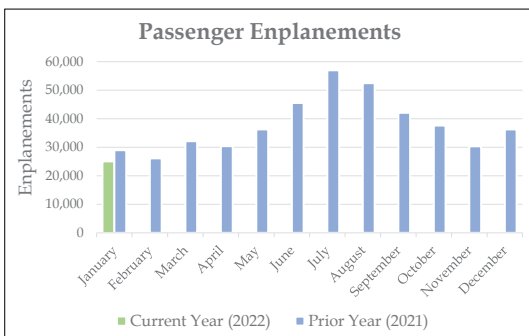
Cole Jensen
MARTEL CONSTRUCTION, INC.

2022 Missoula Airport Operations and Route Performance

January-22

Summary

- As effects for the pandemic begin to dissipate, we are returning to comparing Y/Y numbers. Y/Y compares 2022 vs. 2021
- Airport record load factor of 79.7% for January -LF strengthened by airline capacity changes
- Please reach out with any comments or changes to improve our report going forward!



Tower Operations	Ops Type	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Air Carrier	566	0	0	0	0	0	0	0	0	0	0	0	566	3%
	Air Taxi	320	0	0	0	0	0	0	0	0	0	0	0	320	-18%
	GA	827	0	0	0	0	0	0	0	0	0	0	0	827	-11%
	Military	31	0	0	0	0	0	0	0	0	0	0	0	31	-63%
	Civil	1,055	0	0	0	0	0	0	0	0	0	0	0	1,055	13%
	Total	2,799	0	0	0	0	0	0	0	0	0	0	0	2,799	-3%
	2021	2,880	2,293	3,638	3,738	4,233	4,977	5,891	5,128	4,650	3,847	2,827	2,333	46,435	

Enplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	4,948	0	0	0	0	0	0	0	0	0	0	0	4,948	57%
	Allegiant	2,868	0	0	0	0	0	0	0	0	0	0	0	2,868	82%
	American	2,387	0	0	0	0	0	0	0	0	0	0	0	2,387	15%
	Delta	7,773	0	0	0	0	0	0	0	0	0	0	0	7,773	89%
	Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	United	7,039	0	0	0	0	0	0	0	0	0	0	0	7,039	118%
	Charters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	25,015	0	0	0	0	0	0	0	0	0	0	0	25,015	77%
	2021	14,156	13,483	21,642	22,460	30,966	44,458	56,566	51,385	40,190	32,330	27,712	30,470	385,818	
	LF	79.7%	52.0%	58.4%	55.5%	63.7%	64.9%	73.1%	70.5%	68.9%	85.7%	88.9%	87.6%	4.5%	69.1%

Deplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	4,660	0	0	0	0	0	0	0	0	0	0	0	4,660	73%
	Allegiant	2,802	0	0	0	0	0	0	0	0	0	0	0	2,802	96%
	American	2,191	0	0	0	0	0	0	0	0	0	0	0	2,191	29%
	Delta	7,312	0	0	0	0	0	0	0	0	0	0	0	7,312	84%
	Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	United	6,771	0	0	0	0	0	0	0	0	0	0	0	6,771	145%
	Charters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	23,736	0	0	0	0	0	0	0	0	0	0	0	23,736	89%
	2021	12,560	13,373	21,029	22,895	31,902	47,154	56,142	47,400	38,773	30,734	27,325	30,949	380,236	
	Total Pax	48,751	0	0	0	0	0	0	0	0	0	0	0	48,751	82%
	2021	26,716	26,856	42,671	45,355	62,868	91,612	112,708	98,785	78,963	63,064	55,037	61,419	766,054	
	T12M	788,089													

Legend:
LF - Load Factor
T12M - Previous 12 Months
Y/Y - Year Over Year
Pax - Passengers

State of Montana Airline Enplanements

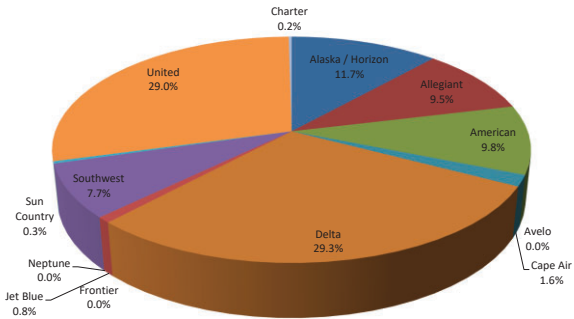
December 2021

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	3,305	4,415	4,352		1,332	10,173	-		2		-	7,543	-	31,122	6,138
Bozeman	6,064	3,874	10,036	-		19,031	-	1,504		14,252	604	23,740	285	79,390	7,576
Butte						1,744								1,744	
Glasgow					265									265	
Glendive					199									199	
Great Falls	1,566	3,225				2,764						3,114	-	10,669	
Havre					256									256	
Helena	1,493					3,192						2,622		7,307	2,594
Kalispell	3,743	2,027	-			9,099	-	-			-	8,454	-	23,323	2,140
Missoula	5,581	4,135	3,877			8,432	-					8,299	146	30,470	2,333
Sidney					647									647	
Wolf Point					260									260	
Yellowstone														-	
Total	21,752	17,676	18,265	-	2,959	54,435	-	1,504	2	14,252	604	53,772	431	185,652	20,781
Market Share %	11.7%	9.5%	9.8%	0.0%	1.6%	29.3%	0.0%	0.8%	0.0%	7.7%	0.3%	29.0%	0.2%		

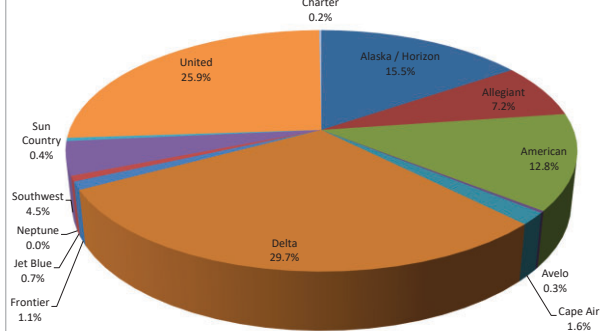
Year-to-Date

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	57,876	39,905	49,605	-	19,019	111,475	6,605	-	52	-	39	89,969	184	374,729	95,382
Bozeman*	115,097	44,336	154,216	6,173	-	260,977	11,102	15,112	-	108,314	6,675	249,578	2,119	973,699	116,055
Butte	-	-	-	-	-	16,596	-	-	-	-	-	-	-	16,596	-
Glasgow	-	-	-	-	3,330	-	-	-	-	-	-	-	-	3,330	-
Glendive	-	-	-	-	2,139	-	-	-	-	-	-	-	-	2,139	-
Great Falls	27,011	21,704	-	-	-	50,423	-	-	-	-	-	35,643	367	135,148	28,354
Havre	-	-	-	-	2,941	-	-	-	-	-	-	-	-	2,941	-
Helena	16,511	-	-	-	-	33,848	-	-	-	-	-	20,645	-	71,004	44,761
Kalispell	72,115	27,640	52,432	-	-	125,552	3,462	2,495	-	-	3,574	128,954	-	416,224	41,192
Missoula*	85,113	40,719	52,652	-	-	109,278	4,807	-	-	-	-	91,826	1,423	385,818	46,435
Sidney	-	-	-	-	8,138	-	-	-	-	-	-	-	-	8,138	-
Wolf Point	-	-	-	-	3,349	-	-	-	-	-	-	-	-	3,349	-
Yellowstone	-	-	-	-	-	6,762	-	-	-	-	-	6,381	-	13,143	-
Total	373,723	174,304	308,905	6,173	38,916	714,911	25,976	17,607	52	108,314	10,288	622,996	4,093	2,406,258	372,179
Market Share %	15.5%	7.2%	12.8%	0.3%	1.6%	29.7%	1.1%	0.7%	0.0%	4.5%	0.4%	25.9%	0.2%		

Market Share
Current Month



Market Share
Year-to-Date



State of Montana
Air Carrier/Commuter Flights and Passengers
2021

STATE TOTAL

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	183,679	175,173	358,852	358,852	105,714	98,981	204,695	204,695	-42.4%	-43.5%	-43.0%	-43.0%
FEB	176,419	177,263	353,682	712,534	109,823	109,558	219,381	424,076	-37.7%	-38.2%	-38.0%	-40.5%
MAR	106,800	109,498	216,298	928,832	154,541	151,695	306,236	730,312	44.7%	38.5%	41.6%	-21.4%
APR	7,182	8,122	15,304	944,136	132,611	132,831	265,442	995,754	1746.4%	1535.4%	1634.5%	5.5%
MAY	24,662	26,670	51,332	995,468	174,503	183,898	358,401	1,354,155	607.6%	589.5%	598.2%	36.0%
JUN	58,955	66,143	125,098	1,120,566	267,651	284,518	552,169	1,906,324	354.0%	330.2%	341.4%	70.1%
JUL	132,593	137,082	269,675	1,390,241	343,847	343,062	686,909	2,593,233	159.3%	150.3%	154.7%	86.5%
AUG	148,832	140,585	289,417	1,679,658	324,618	302,846	627,464	3,220,697	118.1%	115.4%	116.8%	91.7%
SEP	131,307	126,610	257,917	1,937,575	244,311	239,295	483,606	3,704,303	86.1%	89.0%	87.5%	91.2%
OCT	111,562	104,590	216,152	2,153,727	201,419	188,356	389,775	4,094,078	80.5%	80.1%	80.3%	90.1%
NOV	86,108	81,646	167,754	2,321,481	161,568	160,560	322,128	4,416,206	87.6%	96.7%	92.0%	90.2%
DEC	102,241	113,464	215,705	2,537,186	185,652	195,562	381,214	4,797,420	81.6%	72.4%	76.7%	89.1%
	1,270,340	1,266,846			2,406,258	2,391,162						

*Mid-March 2020 to ?? - All airport's statistics impacted by the COVID-19 pandemic.

BILLINGS

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	35,021	33,268	68,289	68,289	17,962	17,584	35,546	35,546	-48.7%	-47.1%	-47.9%	-47.9%
FEB	32,732	33,316	66,048	134,337	17,594	17,365	34,959	70,505	-46.2%	-47.9%	-47.1%	-47.5%
MAR	18,468	21,551	40,019	174,356	27,231	27,196	54,427	124,932	47.4%	26.2%	36.0%	-28.3%
APR	2,082	2,432	4,514	178,870	25,413	26,315	51,728	176,660	1120.6%	982.0%	1045.9%	-1.2%
MAY	7,151	7,519	14,670	193,540	31,850	32,938	64,788	241,448	345.4%	338.1%	341.6%	24.8%
JUN	13,397	13,941	27,338	220,878	39,545	41,617	81,162	322,610	195.2%	198.5%	196.9%	46.1%
JUL	22,422	22,771	45,193	266,071	44,248	44,441	88,689	411,299	97.3%	95.2%	96.2%	54.6%
AUG	23,861	23,670	47,531	313,602	40,965	40,567	81,532	492,831	71.7%	71.4%	71.5%	57.2%
SEP	21,625	21,840	43,465	357,067	33,290	33,278	66,568	559,399	53.9%	52.4%	53.2%	56.7%
OCT	22,300	21,443	43,743	400,810	33,916	32,986	66,902	626,301	52.1%	53.8%	52.9%	56.3%
NOV	20,184	19,746	39,930	440,740	31,593	32,268	63,861	690,162	56.5%	63.4%	59.9%	56.6%
DEC	21,966	22,094	44,060	484,800	31,122	31,608	62,730	752,892	41.7%	43.1%	42.4%	55.3%
	241,209	243,591			374,729	378,163						

BOZEMAN

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	69,158	67,996	137,154	137,154	44,605	42,001	86,606	86,606	-35.5%	-38.2%	-36.9%	-36.9%
FEB	71,075	71,894	142,969	280,123	49,351	49,732	99,083	185,689	-30.6%	-30.8%	-30.7%	-33.7%
MAR	47,266	42,086	89,352	369,475	68,033	65,672	133,705	319,394	43.9%	56.0%	49.6%	-13.6%
APR	1,417	1,515	2,932	372,407	50,622	47,812	98,434	417,828	3472.5%	3055.9%	3257.2%	12.2%
MAY	5,753	6,509	12,262	384,669	63,263	68,705	131,968	549,796	999.7%	955.5%	976.2%	42.9%
JUN	17,229	19,828	37,057	421,726	108,679	115,148	223,827	773,623	530.8%	480.7%	504.0%	83.4%
JUL	42,118	44,632	86,750	508,476	138,920	138,435	277,355	1,050,978	229.8%	210.2%	219.7%	106.7%
AUG	49,940	46,336	96,276	604,752	132,109	122,866	254,975	1,305,953	164.5%	165.2%	164.8%	115.9%
SEP	43,995	42,597	86,592	691,344	98,287	96,975	195,262	1,501,215	123.4%	127.7%	125.5%	117.1%
OCT	36,654	33,259	69,913	761,257	81,386	74,806	156,192	1,657,407	122.0%	124.9%	123.4%	117.7%
NOV	26,101	24,098	50,199	811,456	59,054	58,462	117,516	1,774,923	126.3%	142.6%	134.1%	118.7%
DEC	35,603	42,716	78,319	889,775	79,390	85,878	165,268	1,940,191	123.0%	101.0%	111.0%	118.1%
	446,309	443,466			973,699	966,492						

BUTTE

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	1,877	1,853	3,730	3,730	901	809	1,710	1,710	-52.0%	-56.3%	-54.2%	-54.2%
FEB	1,703	1,660	3,363	7,093	838	779	1,617	3,327	-50.8%	-53.1%	-51.9%	-53.1%
MAR	977	1,040	2,017	9,110	1,120	927	2,047	5,374	14.6%	-10.9%	1.5%	-41.0%
APR	141	152	293	9,403	1,106	1,181	2,287	7,661	684.4%	677.0%	680.5%	-18.5%
MAY	244	335	579	9,982	1,401	1,404	2,805	10,466	474.2%	319.1%	384.5%	4.8%
JUN	557	738	1,295	11,277	1,579	1,595	3,174	13,640	183.5%	116.1%	145.1%	21.0%
JUL	1,293	1,262	2,555	13,832	1,766	1,720	3,486	17,126	36.6%	36.3%	36.4%	23.8%
AUG	1,152	1,059	2,211	16,043	1,586	1,404	2,990	20,116	37.7%	32.6%	35.2%	25.4%
SEP	1,077	1,077	2,154	18,197	1,286	1,261	2,547	22,663	19.4%	17.1%	18.2%	24.5%
OCT	1,220	1,156	2,376	20,573	1,557	1,411	2,968	25,631	27.6%	22.1%	24.9%	24.6%
NOV	1,021	860	1,881	22,454	1,712	1,646	3,358	28,989	67.7%	91.4%	78.5%	29.1%
DEC	1,000	960	1,960	24,414	1,744	1,867	3,611	32,600	74.4%	94.5%	84.2%	33.5%
	12,262	12,152			16,596	16,004						

State of Montana
Air Carrier/Commuter Flights and Passengers
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GLASGOW

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	296	281	577	577	198	171	369	369	-33.1%	-39.1%	-36.0%	-36.0%
FEB	261	257	518	1,095	171	156	327	696	-34.5%	-39.3%	-36.9%	-36.4%
MAR	192	186	378	1,473	241	244	485	1,181	25.5%	31.2%	28.3%	-19.8%
APR	51	43	94	1,567	277	258	535	1,716	443.1%	500.0%	469.1%	9.5%
MAY	143	143	286	1,853	300	305	605	2,321	109.8%	113.3%	111.5%	25.3%
JUN	214	210	424	2,277	331	317	648	2,969	54.7%	51.0%	52.8%	30.4%
JUL	286	263	549	2,826	337	325	662	3,631	17.8%	23.6%	20.6%	28.5%
AUG	262	237	499	3,325	332	304	636	4,267	26.7%	28.3%	27.5%	28.3%
SEP	212	217	429	3,754	294	279	573	4,840	38.7%	28.6%	33.6%	28.9%
OCT	210	220	430	4,184	310	291	601	5,441	47.6%	32.3%	39.8%	30.0%
NOV	266	248	514	4,698	274	258	532	5,973	3.0%	4.0%	3.5%	27.1%
DEC	267	233	500	5,198	265	258	523	6,496	-0.7%	10.7%	4.6%	25.0%
	2,660	2,538			3,330	3,166						

GLENDAVE

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	202	219	421	421	117	147	264	264	-42.1%	-32.9%	-37.3%	-37.3%
FEB	181	168	349	770	116	97	213	477	-35.9%	-42.3%	-39.0%	-38.1%
MAR	155	145	300	1,070	144	141	285	762	-7.1%	-2.8%	-5.0%	-28.8%
APR	33	22	55	1,125	164	171	335	1,097	397.0%	677.3%	509.1%	-2.5%
MAY	80	68	148	1,273	217	182	399	1,496	171.3%	167.6%	169.6%	17.5%
JUN	108	102	210	1,483	202	220	422	1,918	87.0%	115.7%	101.0%	29.3%
JUL	127	122	249	1,732	241	207	448	2,366	89.8%	69.7%	79.9%	36.6%
AUG	131	166	297	2,029	190	175	365	2,731	45.0%	5.4%	22.9%	34.6%
SEP	126	122	248	2,277	186	180	366	3,097	47.6%	47.5%	47.6%	36.0%
OCT	135	117	252	2,529	196	198	394	3,491	45.2%	69.2%	56.3%	38.0%
NOV	138	138	276	2,805	167	160	327	3,818	21.0%	15.9%	18.5%	36.1%
DEC	150	109	259	3,064	199	176	375	4,193	32.7%	61.5%	44.8%	36.8%
	1,566	1,498			2,139	2,054						

GREAT FALLS

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	13,172	12,400	25,572	25,572	6,286	6,524	12,810	12,810	-52.3%	-47.4%	-49.9%	-49.9%
FEB	11,892	11,800	23,692	49,264	6,484	6,355	12,839	25,649	-45.5%	-46.1%	-45.8%	-47.9%
MAR	6,538	7,818	14,356	63,620	9,089	9,105	18,194	43,843	39.0%	16.5%	26.7%	-31.1%
APR	629	893	1,522	65,142	9,595	10,626	20,221	64,064	1425.4%	1089.9%	1228.6%	-1.7%
MAY	1,535	1,840	3,375	68,517	12,094	13,082	25,176	89,240	687.9%	611.0%	646.0%	30.2%
JUN	3,604	4,016	7,620	76,137	14,683	15,594	30,277	119,517	307.4%	288.3%	297.3%	57.0%
JUL	7,353	7,427	14,780	90,917	16,333	16,678	33,011	152,528	122.1%	124.6%	123.3%	67.8%
AUG	7,411	7,202	14,613	105,530	15,318	15,279	30,597	183,125	106.7%	112.1%	109.4%	73.5%
SEP	6,991	6,951	13,942	119,472	12,856	12,681	25,537	208,662	83.9%	82.4%	83.2%	74.7%
OCT	7,215	7,169	14,384	133,856	11,666	11,528	23,194	231,856	61.7%	60.8%	61.2%	73.2%
NOV	6,837	6,683	13,520	147,376	10,075	9,780	19,855	251,711	47.4%	46.3%	46.9%	70.8%
DEC	7,582	7,557	15,139	162,515	10,669	10,574	21,243	272,954	40.7%	39.9%	40.3%	68.0%
	80,759	81,756			135,148	137,806						

HAVRE

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	233	227	460	460	185	191	376	376	-20.6%	-15.9%	-18.3%	-18.3%
FEB	238	242	480	940	134	126	260	636	-43.7%	-47.9%	-45.8%	-32.3%
MAR	169	168	337	1,277	219	207	426	1,062	29.6%	23.2%	26.4%	-16.8%
APR	32	37	69	1,346	249	251	500	1,562	678.1%	578.4%	624.6%	16.0%
MAY	109	119	228	1,574	257	242	499	2,061	135.8%	103.4%	118.9%	30.9%
JUN	148	129	277	1,851	290	265	555	2,616	95.9%	105.4%	100.4%	41.3%
JUL	147	134	281	2,132	289	280	569	3,185	96.6%	109.0%	102.5%	49.4%
AUG	201	192	393	2,525	291	281	572	3,757	44.8%	46.4%	45.5%	48.8%
SEP	218	158	376	2,901	261	248	509	4,266	19.7%	57.0%	35.4%	47.1%
OCT	168	173	341	3,242	269	267	536	4,802	60.1%	54.3%	57.2%	48.1%
NOV	213	178	391	3,633	241	255	496	5,298	13.1%	43.3%	26.9%	45.8%
DEC	213	197	410	4,043	256	246	502	5,800	20.2%	24.9%	22.4%	43.5%
	2,089	1,954			2,941	2,859						

State of Montana
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HELENA

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	8,869	8,569	17,438	17,438	3,004	3,005	6,009	6,009	-66.1%	-64.9%	-65.5%	-65.5%
FEB	8,231	8,438	16,669	34,107	2,967	2,894	5,861	11,870	-64.0%	-65.7%	-64.8%	-65.2%
MAR	4,650	5,076	9,726	43,833	3,816	3,380	7,196	19,066	-17.9%	-33.4%	-26.0%	-56.5%
APR	360	397	757	44,590	4,712	5,100	9,812	28,878	1208.9%	1184.6%	1196.2%	-35.2%
MAY	1,390	1,351	2,741	47,331	6,180	6,243	12,423	41,301	344.6%	362.1%	353.2%	-12.7%
JUN	1,928	2,280	4,208	51,539	4,672	5,118	9,790	51,091	142.3%	124.5%	132.7%	-0.9%
JUL	2,974	3,035	6,009	57,548	8,093	8,258	16,351	67,442	172.1%	172.1%	172.1%	17.2%
AUG	3,797	3,064	6,861	64,409	8,113	7,597	15,710	83,152	113.7%	147.9%	129.0%	29.1%
SEP	3,722	3,530	7,252	71,661	7,199	6,890	14,089	97,241	93.4%	95.2%	94.3%	35.7%
OCT	3,521	3,419	6,940	78,601	7,467	7,143	14,610	111,851	112.1%	108.9%	110.5%	42.3%
NOV	3,234	3,079	6,313	84,914	7,474	7,525	14,999	126,850	131.1%	144.4%	137.6%	49.4%
DEC	3,457	3,648	7,105	92,019	7,307	7,428	14,735	141,585	111.4%	103.6%	107.4%	53.9%
	46,133	45,886			71,004	70,581						

*Helena Airport runway paving project: June 2021.

KALISPELL

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	24,750	21,517	46,267	46,267	17,463	15,166	32,629	32,629	-29.4%	-29.5%	-29.5%	-29.5%
FEB	23,300	23,057	46,357	92,624	18,084	18,110	36,194	68,823	-22.4%	-21.5%	-21.9%	-25.7%
MAR	12,499	13,239	25,738	118,362	22,040	22,921	44,961	113,784	76.3%	73.1%	74.7%	-3.9%
APR	829	973	1,802	120,164	17,023	17,235	34,258	148,042	1953.4%	1671.3%	1801.1%	23.2%
MAY	2,574	2,829	5,403	125,567	26,158	26,836	52,994	201,036	916.2%	848.6%	880.8%	60.1%
JUN	9,715	11,854	21,569	147,136	49,552	53,874	103,426	304,462	410.1%	354.5%	379.5%	106.9%
JUL	29,831	30,726	60,557	207,693	72,683	72,208	144,891	449,353	143.6%	135.0%	139.3%	116.4%
AUG	35,925	32,139	68,064	275,757	69,976	62,835	132,811	582,164	94.8%	95.5%	95.1%	111.1%
SEP	28,906	27,140	56,046	331,803	46,752	45,311	92,063	674,227	61.7%	67.0%	64.3%	103.2%
OCT	19,282	17,219	36,501	368,304	30,842	27,674	58,516	732,743	60.0%	60.7%	60.3%	99.0%
NOV	11,886	11,435	23,321	391,625	22,328	21,946	44,274	777,017	87.9%	91.9%	89.8%	98.4%
DEC	15,221	18,330	33,551	425,176	23,323	25,756	49,079	826,096	53.2%	40.5%	46.3%	94.3%
	214,718	210,458			416,224	409,872						

MISSOULA

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	29,026	27,795	56,821	56,821	14,156	12,560	26,716	26,716	-51.2%	-54.8%	-53.0%	-53.0%
FEB	25,715	25,430	51,145	107,966	13,483	13,373	26,856	53,572	-47.6%	-47.4%	-47.5%	-50.4%
MAR	15,182	17,491	32,673	140,639	21,642	21,029	42,671	96,243	42.6%	20.2%	30.6%	-31.6%
APR	1,383	1,460	2,843	143,482	22,460	22,895	45,355	141,598	1524.0%	1468.2%	1495.3%	-1.3%
MAY	5,100	5,405	10,505	153,987	30,966	31,902	62,868	204,466	507.2%	490.2%	498.5%	32.8%
JUN	10,833	11,741	22,574	176,561	44,458	47,154	91,612	296,078	310.4%	301.6%	305.8%	67.7%
JUL	23,988	24,594	48,582	225,143	56,566	56,142	112,708	408,786	135.8%	128.3%	132.0%	81.6%
AUG	24,039	24,429	48,468	273,611	51,385	47,400	98,785	507,571	113.8%	94.0%	103.8%	85.5%
SEP	22,330	20,802	43,132	316,743	40,190	38,773	78,963	586,534	80.0%	86.4%	83.1%	85.2%
OCT	19,547	19,162	38,709	355,452	32,330	30,734	63,064	649,598	65.4%	60.4%	62.9%	82.8%
NOV	15,386	14,312	29,698	385,150	27,712	27,325	55,037	704,635	80.1%	90.9%	85.3%	83.0%
DEC	15,862	16,805	32,667	417,817	30,470	30,949	61,419	766,054	92.1%	84.2%	88.0%	83.3%
	208,391	209,426			385,818	380,236						

SIDNEY

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	746	736	1,482	1,482	583	585	1,168	1,168	-21.8%	-20.5%	-21.2%	-21.2%
FEB	788	733	1,521	3,003	443	426	869	2,037	-43.8%	-41.9%	-42.9%	-32.2%
MAR	508	477	985	3,988	691	641	1,332	3,369	36.0%	34.4%	35.2%	-15.5%
APR	151	124	275	4,263	694	713	1,407	4,776	359.6%	475.0%	411.6%	12.0%
MAY	390	370	760	5,023	767	763	1,530	6,306	96.7%	106.2%	101.3%	25.5%
JUN	548	524	1,072	6,095	740	753	1,493	7,799	35.0%	43.7%	39.3%	28.0%
JUL	659	616	1,275	7,370	762	807	1,569	9,368	15.6%	31.0%	23.1%	27.1%
AUG	645	646	1,291	8,661	768	763	1,531	10,899	19.1%	18.1%	18.6%	25.8%
SEP	581	614	1,195	9,856	680	647	1,327	12,226	17.0%	5.4%	11.0%	24.0%
OCT	632	640	1,272	11,128	715	685	1,400	13,626	13.1%	7.0%	10.1%	22.4%
NOV	598	632	1,230	12,358	648	673	1,321	14,947	8.4%	6.5%	7.4%	20.9%
DEC	657	590	1,247	13,605	647	605	1,252	16,199	-1.5%	2.5%	0.4%	19.1%
	6,903	6,702			8,138	8,061						

State of Montana
Air Carrier/Commuter Flights and Passengers
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WOLF POINT

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	329	312	641	641	254	238	492	492	-22.8%	-23.7%	-23.2%	-23.2%
FEB	303	268	571	1,212	158	145	303	795	-47.9%	-45.9%	-46.9%	-34.4%
MAR	196	221	417	1,629	275	232	507	1,302	40.3%	5.0%	21.6%	-20.1%
APR	74	74	148	1,777	296	274	570	1,872	300.0%	270.3%	285.1%	5.3%
MAY	159	148	307	2,084	305	304	609	2,481	91.8%	105.4%	98.4%	19.0%
JUN	258	249	507	2,591	323	300	623	3,104	25.2%	20.5%	22.9%	19.8%
JUL	247	243	490	3,081	332	312	644	3,748	34.4%	28.4%	31.4%	21.6%
AUG	242	238	480	3,561	309	289	598	4,346	27.7%	21.4%	24.6%	22.0%
SEP	234	221	455	4,016	267	252	519	4,865	14.1%	14.0%	14.1%	21.1%
OCT	206	227	433	4,449	280	255	535	5,400	35.9%	12.3%	23.6%	21.4%
NOV	244	237	481	4,930	290	262	552	5,952	18.9%	10.5%	14.8%	20.7%
DEC	263	225	488	5,418	260	217	477	6,429	-1.1%	-3.6%	-2.3%	18.7%
	2,755	2,663			3,349	3,080						

*** YELLOWSTONE**

	2020 Passengers				2021 Passengers				% 2020 VS 2021			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN						-						
FEB												
MAR												
APR												
MAY	34	34	68	68	745	992	1,737	1,737	2091.2%	2817.6%	2454.4%	2454.4%
JUN	416	531	947	1,015	2,597	2,563	5,160	6,897	524.3%	382.7%	444.9%	579.5%
JUL	1,148	1,257	2,405	3,420	3,277	3,249	6,526	13,423	185.5%	158.5%	171.4%	292.5%
AUG	1,226	1,207	2,433	5,853	3,276	3,086	6,362	19,785	167.2%	155.7%	161.5%	238.0%
SEP	1,290	1,341	2,631	8,484	2,763	2,520	5,283	25,068	114.2%	87.9%	100.8%	195.5%
OCT	472	386	858	9,342	485	378	863	25,931	2.8%	-2.1%	0.6%	177.6%
NOV												
DEC												
	4,586	4,756			13,143	12,788						

* The Yellowstone Airport is a seasonal airport.

* 2020 season operating May 7, 2020 through October 13, 2020.

*2021 season operating May 6, 2021 through October 15, 2021.