

## Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, March 29, 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](mailto: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](http://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 February 22, 2022. **-Pg 3**
- Approval of Claims for Payment – Teri Norcross **-Pg 9**
- Financial Report – Teri Norcross **-Pg 12**
- Director's Report – Brian Ellestad **-Pg 22**
- Legal Report – Lynn Fagan
- Committee Updates –

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

Executive Committee: Met March 29, 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

- MCAA Resolution No. 2022-03 Supplementing MCAA Resolution No. 2020-01 Regarding Terms and Conditions for the Issuance of Certain Airport Revenue Obligations (Funding for Phase II of the Terminal Project) – Teri Norcross **-Pg 24**
- Martel Construction Contract Amendment No. 24 Phase II Guaranteed Maximum Price – Brian Ellestad **-Pg 47**
- Morrison-Maierle Task Order No. 43 – Phase II Construction Management Services –Brian Ellestad **-Pg 57**
- Rising Fast Custodial Services Contract Addendum for new Terminal – Lynn Fagan **-Pg 69**

#### New Business

- KONE Maintenance Agreement – escalator and elevators in new terminal – Thad Williams **-Pg 78**
- ARINC Lease Agreement for new terminal – Lynn Fagan **-Pg 94**

#### Information/Discussion Item(s)

April Board Meeting – Tuesday April 26, 2022 1:30 p.m.

MISSOULA COUNTY AIRPORT AUTHORITY  
Regular Board Meeting  
February 22, 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  
Alternate Commissioner Pat Boyle via conference call  
Honorary Commissioner Jack Meyer

STAFF:

Director Brian Ellestad  
Deputy Director Tim Damrow  
Administrative Manager Lynn Fagan  
Business Development Manager Dan Neuman  
Airfield Manager Nate Cole via conference call  
Ground Handling Manager Andrew Bailey  
Compliance Officer Jesse Johnson  
Information Systems Specialist Dylan O'Leary  
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: Commissioner Shane Stack moved to approve the agenda as presented.

Second: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

PUBLIC COMMENT PERIOD

Chair Adriane Beck asked if there was any public comment on items not on the Boards agenda. There was none.

## MINUTES

Chair Adriane Beck asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated January 25, 2022. There were none.

Motion: Vice Chair Larry Anderson moved to approve the minutes of the Regular Board Meeting dated January 25, 2022, as presented.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

## CLAIMS FOR PAYMENT

Chair Adriane Beck noted that Finance Manager Teri Norcross could not be at the meeting today. Director Brian Ellestad noted that there were some travel expenses related to an air service conference Deputy Director Tim Damrow attended in Palm Springs. This is a conference put on annually and Missoula is on the short list for the May 2023 conference. It's a very well attended conference – there were nine different airlines represented at the Palm Springs conference and staff expects that if Missoula is picked for 2023, we would get similar attendance.

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: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

## FINANCIAL REPORT

Since Finance Manager Teri Norcross could not be at the meeting, Director Brian Ellestad noted some things in the Finance Report; specifically, Brian noted the debt draw down in January, bringing the total debt to Fifteen Million Dollars (\$15,000,000). Brian also noted that the profit and loss shown on the financial statement included grant dollars so was not quite an accurate portrait of revenues but that passengers are returning and the airport is doing better than forecast.

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

Motion: Secretary/Treasurer Winton Kemmis 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 American Airlines recently announced some sweeping air service cuts throughout their system. They have cut Chicago service for Missoula but United still provides that service and Brian is talking with United about upgrading their aircraft on that service. Brian stated that our seat numbers are still in line with 2019 numbers. Brian also noted that the Notice of Funding Opportunity for the FAA terminal grant funding has been issued. Deadline for applications is the end of March and staff will begin working on that immediately.

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

## LEGAL REPORT

Administrative Manager Lynn Fagan reported that Union Negotiations with the Public Safety Officers are ongoing. The team has agreed to all the non-monetary written provisions and hope to have a final agreement soon. The Airline Use Agreement has been finalized and sent to the airlines for their review. Lynn then mentioned that she will be working on several lease amendments for the new building that will be coming to the Board in the next two months, as well as tenant rules for the new building.

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

## COMMITTEE UPDATES

Executive Committee: Met February 22, 2022, 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

Chair Adriane Beck noted that as part of the Master Plan project, she will be looking at the Board committee structure and assignments and if any Board members have a particular interest in a committee that they are currently not on, please reach out to her. More correspondence on that issue will be forthcoming.

## UNFINISHED BUSINESS

### Pepsi Vending Contract for new Terminal

Administrative Manager Lynn Fagan noted that the first two items were identical except for the vendors. 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 are for a three-year term and provide for three locations for vending machines – pre- and post-security and in the airline employee break area. The agreement 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.

Commissioner Shane Stack asked what the 40% looked like compared to the \$6,000 minimum guaranteed amount. Deputy Director Tim Damrow responded that \$6,000 annually was very close to their actual historic amount at the 40% of gross, COVID numbers notwithstanding.

Chair Adriane Beck asked if Board members had other questions; there were none.

Motion: Commissioner Jeff Roth moved to approve the Vending Concession Agreement with Pepsi-Cola of Missoula.

Second: Vice Chair Larry Anderson

Chair Adriane Beck asked if there were any public comments; there were none.

Vote: Motion Passed Unanimously

#### Valley Vending Contract for new Terminal

Administrative Manager Lynn Fagan stated that Valley Vending was the snack portion of the vending services Request for Proposals. Their bid amount was 20% of gross receipts and a minimum annual guarantee of \$3,000.00. Other than that, it is identical to the Pepsi contract.

Chair Adriane Beck asked if Board members had any other questions; there were none.

Motion: Commissioner Deb Poteet moved to approve the Vending Concession Agreement with Refreshing USA, LLC, dba Valley Vending, LLC.

Second: Commissioner Matthew Doucette

Chair Adriane Beck asked if there were any public comments; there were none.

Vote: Motion Passed Unanimously

#### Broadway Monument Sign Award and Contract

Deputy Director Tim Damrow explained to the Board that this would be one of the last pieces under the Terminal Furniture, Fixtures and Equipment phase. This phase includes things on the airport side that are relatively simple but support the movement to the new facility. The original budget for this phase was around \$2.2 million and is scheduled to finish up around \$500,000 under budget. This item is to replace the existing terminal entrance sign, located on airport property, just off Broadway St., and 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 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 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 additional adjustments that may occur.

Chair Adriane Beck asked if there was any Board comment or questions; there were none.

Motion: Secretary/Treasurer Winton Kemmis moved to approve Terminal FFE Package 7, Terminal Entrance Monument Sign in the amount not to exceed \$63,420.

Second: Commissioner Matthew Doucette

Chair Adriane Beck asked if there were any public comments; there were none.

Vote: Motion Passed Unanimously

#### MCAA – Hellgate Schools Emergency Evacuation Center Agreement

Director Brian Ellestad noted that Hellgate Elementary has been a great partner over the years and staff would like to update and formalize an emergency evacuation agreement with them. 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.

Chair Adriane Beck asked if there was any Board comment or questions; there were none.

Motion: Commissioner Matthew Doucette moved to approve MCAA/Hellgate Elementary Schools Emergency Evacuation Center Agreement as presented.

Second: Vice Chair Larry Anderson

Chair Adriane Beck asked if there were any public comments; there were none.

Vote: Motion Passed Unanimously

#### Acceptance of DEQ Grant for Electric Ground Service Equipment

Business Development Manager Dan Neuman reminded the Board that several years ago, Volkswagen got into trouble over an emissions issue with their vehicles and entered into a settlement agreement with the states. The result of that settlement is that Montana Department of Environmental Quality (DEQ) has offered a grant opportunity to replace old diesel equipment with new electric equipment. MCAA applied for the grant to replace several of pieces existing ground service equipment. Staff was recently notified that our grant application for \$236,096 was approved. The money will be spent on three new belt loaders and 1 push back tractor and includes a 30% match by the MCAA. This also includes an allocation for the needed infrastructure, i.e. charging stations and installation of electric service to those stations.

Chair Adriane Beck asked if there was any Board discussion, comment or questions for Dan.

Commissioner Matt Doucette asked if this had an impact on cash flow. Dan responded that yes, the grant is reimbursable, so MCAA is required to purchase the equipment and DEQ will reimburse us.

Vice Chair Larry Anderson asked if staff has experience with electric vehicles. Dan responded that our staff does not. However, Alaska ground handling using the same type of equipment that staff requested in the grant and Dan spoke with the Alaska mechanics. They have a good track record.

Board members had several other questions regarding the maintenance of the electric vehicles and the lifespan of the batteries. Dan answered all the concerns and raised the point that the airport would save significantly on gas costs.

Director Brian Ellestad commented that we have had a lot of positive movement in reducing emissions at the airport in that we are about to move into a new terminal that is significantly more energy efficient; we obtained a VALE grant so the airlines no longer have to run their APU and as the ground handler for some of these airlines, we will now have these new electric vehicles.

Motion: Commissioner Matthew Doucette moved to authorize the Airport Director to accept DEQ grant in the amount of approximately \$236,096.00.

Second: Secretary/Treasurer Winton Kemmis

Chair Adriane Beck asked if there were any public comments; there were none.

Vote: Motion Passed Unanimously

#### Purchase of Electric Ground Service Equipment

Business Development Manager Dan Neuman stated that following the acceptance of the DEQ grant, staff would like the authority to issue purchase orders for 3 belt loaders and 1 pushback tractor and install electrical service per the received quotes. The quotes were received in November and the vendors are willing to hold those quotes if we issue the purchase orders now. The market is very volatile right now, with prices and freight costs increasing. 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 the airport for \$236,096. The match to be paid as \$40,000 from current fiscal year's capital budget, and \$61,184 from next fiscal year's capital budget.

Chair Adriane Beck asked if there was any Board comment or questions; there were none.

Motion: Commissioner Shane Stack moved to authorize Airport staff to purchase Electric ground service equipment and install infrastructure in the amount of \$337,280.

Second: Commissioner Matthew Doucette

Chair Adriane Beck asked if there were any public comments; there were none.

Vote: Motion Passed Unanimously

Honorary Commissioner Jack Meyer commented that the Airport staff and Chair Adriane Beck did a great job that morning at the dedication ceremony for the new terminal building. Chair Adriane Beck also thanked the staff for the event and stated that it was well executed and well attended.

Chair Adriane Beck mentioned that there were no other discussions items on the agenda, and that the March Board Meeting will be held in the Airport Conference Room and remotely via GoToMeeting on Tuesday, March 29, 2022, at 1:30 pm.

There being no further business, the meeting was adjourned.

**Missoula County Airport Authority**  
**Claims For Payment**  
**February 22, 2022 through March 28, 2022**

**Note**

Per Airport policy, checks for prepaid invoices were mailed on March 11, 2022  
They are highlighted in the Check Register list for the General Checking Account

Also listed in the Check Register for the General Checking Account are three checks that were mailed after the preparation of February Claims for Payment and prior to the March early check run. They are the first three unhighlighted checks. The necessity for this was to provide cash advances to employees traveling on March 1st and to replenish the Petty Cash fund.

**Credit Card Charges - by Expense Type (paid with check #47960)**

Legal Services	612.85
Communication R&M	644.31
Office Supplies	1,266.85
Computer Equipment	1,026.53
Vehicle R&M	725.00
Contracted Maintenance - licensing, web hosting, domain registration	907.84
Building General R & M	1,637.60
Uniform Expense	215.97
Employee Training Expense	794.20
Travel Expense - AAAE conference, receive delivery on new fire truck, PSO fire training	2,190.04
Memberships - renewals AAAE, NWAAGE	790.00
Meals & PR	674.55
Marketing - new terminal dedication event	4,661.94
Consultants Expense - drug testing for GH employees	473.41
Display Expense - display cases	2,230.60
COVID-19 Expense	623.94
Miscellaneous expenses	557.03
	<u>\$ 20,032.66</u>

**Project Checking Account**

Check Number	Vendor Name	Amount
107	MARTEL	1,114,616.58
108	MORRISON MAIERLE	132,612.65
109	Arconas Corporation	129,225.00
110	MORRISON MAIERLE	2,626.19
111	MARTEL	50,419.26
112	MARTEL	1,084,141.04
113	MORRISON MAIERLE	189,990.60
1116	MISC TAX DIVISION	11,258.75
1117	Sprung Instant Structures	144,243.00
1118	MISC TAX DIVISION	509.28
1119	MISC TAX DIVISION	10,950.91
		<u>\$ 2,870,593.26</u>



**Missoula County Airport Authority**  
**Check Register**  
**General Checking Account**  
**February 22, 2022 through March 28, 2022**

Check	Vendor Name	Description	Amount
47943	Gow, Stacy	Travel Advance (CSA training)	256.00
47944	Hathaway, Stefanie	Travel Advance (CSA training)	256.00
47945	PETTY CASH	Miscellaneous Expenses - replenishing the Petty Cash fund	229.69
47946	Conflux Taphouse	Marketing - Growlers for MT Aviation Conference	669.25
47947	BLACKFOOT COMMUNICATIONS	Phone Charges	2,122.89
47948	CENTURYLINK	Phone Charges	658.07
47949	City of Missoula	Utility Expense (combined water & sewer)	8,626.21
47950	DEVANY, LIAM	Travel Expense - cash advance AA mainline operations training	320.00
47951	ENERGY WEST	Electric / Gas Expense	4,096.20
47952	MSLA ELECTRIC COOP	Electric / Gas Expense	833.29
47953	MURDOCHS	Petroleum Products, Uniform, Vehicle Expense	385.34
47954	NORTHWESTERN ENERGY	Electric / Gas Expense	24,125.67
47955	QUADIENT	Postage	382.51
47956	REPUBLIC SERVICES	Disposal Expense	3,681.19
47957	RISING FAST v	Custodial Services	18,060.00
47958	SEWELL, MICHAEL	Travel Expense - cash advance AA mainline operations training	320.00
47959	VERIZON	Phone Charges	2,485.16
47960	FIRST NATIONAL BANK	Credit Card Charges	20,032.66
47961	FIRST CALL	Contracted Maintenance - computer & network support services	6,435.75
47962	KOLBERG, VANESSA	Travel Expense - cash advance AA mainline operations training	192.00
47963	AAAE	Membership	275.00
47964	AEROTRONICS INC.	Communications R&M - base station for new fire truck	5,492.00
47965	AIRSIDE SOLUTIONS	Airfield Lighting R&M	355.73
47966	APPLIED INDUSTRIAL TECH	Mechanical/Supplies	211.10
47967	BERLAND, KEVIN	Travel Expense - cash advance ARFF recertification	287.00
47968	BROWN'S SEPTIC	Rent Car R&M	740.00
47969	CARQUEST	Vehicle R&M	138.98
47970	COOK, KAEDON	Travel Expense - cash advance ARFF recertification	287.00
47971	CRESCENT ELECTRIC	Electric Maintenance	84.02
47972	CULLIGAN	Office Supplies - water service	135.25
47973	CUSTOM STITCH AND PRINT	Uniform Expense	489.50
47974	CUSTOM WEST PEST CONTROL	Contracted Maintenance - monthly management	390.00
47975	D2 FIRE SPRINKLER CO	Building General R&M	350.00
47976	ERICKSON GEORGE	Travel Expense - cash advance ARFF recertification	287.00
47977	FASTENAL	Building General R&M	7.00
47978	FERGUSON	Plumbing Expense	1,017.00
47979	GELDERSMA, AUGUSTUS	Travel Expense - cash advance ARFF recertification	287.00
47980	Gensco Inc.	Mechanical/Supplies, Building General R&M	73.37
47981	GRAINGER	Mechanical/Supplies, Jet Bridge R&M	1,043.16
47982	HILLYARD INC	Custodial Supplies	4,612.98
47983	IRIS COMPANIES	Office Supplies	1,107.50
47984	IRONHORSE	Landside Maintenance	125.00
47985	JBT AERO	Jet Bridge R&M	301.76
47986	JODSAAS, DYHLAN	Travel Expense - cash advance ARFF recertification	616.95
47987	JOHNSON CONTROLS/SIMPLEX	Contracted Maintenance - fire alarm monitoring service	1,746.47
47988	JOHNSTONE SUPPLY	Mechanical/Supplies, Tools/Equipment	982.30
47989	KARL TYLER CHEVROLET	Vehicle R&M	144.85
47990	KENT D. BRUCE COMPANY	Vehicle R&M	1,687.57
47991	KONE	USFS Hangar R&M	1,467.20
47992	L.N. CURTIS	Uniform Expense	197.73



**Missoula County Airport Authority**  
**Check Register**  
**General Checking Account**  
**February 22, 2022 through March 28, 2022**

Check	Vendor Name	Description	Amount
47993	LES SCHWAB TIRE	Vehicle R&M	20.69
47994	M-B COMPANIES, INC.	Snow and Ice Removal, Vehicle R&M	6,515.00
47995	MARTINSEN, TYLER	Uniform Expense reimbursement	409.99
47996	MERLINS LOCK & SAFE	Contracted Maintenance - safe access	200.00
47997	MOTOROLA SOLUTIONS INC	Motorola Radios for PSO's	50,650.08
47998	MOUNTAIN SUPPLY	Rent Car R&M, Plumbing Expense	52.05
47999	MSLA FIRE EQUIP, INC	Building General R&M	42.95
48000	MSLA POLICE DEPARTMENT	Employee Training Expense - basic ASOS school virtual training	100.00
48001	MSLA TEXTILE, INC	Uniform Expense, Contracted Maintenance - cleaning	595.14
48002	MT ACE	Rent Car R&M, Plumbing Expense	231.96
48003	MT BOLT	Vehicle R&M	86.84
48004	MT DEPT ENVIRON	Airfield Maintenance - licensing fee for storm water	1,500.00
48005	MT ELECTRONICS	Communications R&M	212.93
48006	MURDOCHS	Petroleum Products Expense, Building General R&M	54.19
48007	N/S CORPORATION	Rent Car R&M	932.04
48008	NAPA	Vehicle R&M, Petroleum Products Expense	4,159.69
48009	NORCO INDUSTRIAL	Vehicle R&M	147.56
48010	NORTHWEST PART	Rent Car R&M	19.40
48011	OTTE, ROBERT	Travel Expense - cash advance ARFF recertification	287.00
48012	PAVLIK, INC	Electric Maintenance	2,740.00
48013	PLATT ELECTRIC	Electric Maintenance	352.90
48014	PSYCHOLOGICAL RESOURCES	Consultants Expense - PSO fitness exam	150.00
48015	QUOTIENT GROUP	Marketing - 50% deposit for 2023 conference	11,320.60
48016	ROE, BRAD	Travel Expense - cash advance ARFF recertification	287.00
48017	SHAFFER, JUSTIN	Travel Expense - cash advance ARFF recertification	287.00
48018	SHYPKOWSKI, LUKE	Travel Expense - cash advance ARFF recertification	287.00
48019	SIX ROBBLEES	Vehicle R&M	102.21
48020	STANDARD SIGNS, INC.	Airfield Lighting R&M	455.81
48021	TEAR IT UP	Office Supplies - shredding service	74.50
48022	TFS-KELLEY IMAGING SYSTEMS	Contracted Maintenance - printer lease	300.82
48023	TRANSUNION	Membership - online investigation service	2,040.00
48024	TREMPER DISTRIBUTING	Petroleum Products Expense	11,975.84
48025	AIRPORT COUNCIL INTERNATIONAL	Marketing - membership dues	4,636.50
48026	FIRST ARRIVING	Consultants Expense - dashboard renewal	798.00
48027	JODSAAS, DYHLAN	Employee Training Expense - reimbursement	590.00
48028	OVERHEAD DOOR, INC	Rent Car R&M, Contracted Maintenance	2,360.00
48029	RICHARDS, MATTHEW	Meals & PR - reimbursed for damaged phone	229.00
48031	VAN NICE, CHRIS	Petroleum Products Expense - reimburse for luggage delivery	15.26
48032	WESTSIDE MACHINE	Mechanical/Supplies	93.52
48033	ZENT, ANTHONY	Uniform Expense reimbursement	69.73
48034	COOK, KAEDON	Reissued lost check	117.00
			<b><u>\$ 224,608.50</u></b>

# **Missoula County Airport Authority - Financial Report**

**For Period Ended: 2/28/22**



- On the **Balance Sheet**:

- ✿ **Accounts Receivables** for general revenues at 2/28/22 were \$345,168. This balance includes \$380,472 credit memos.
- ✿ The **credit memos in AR** are for amounts included in both the CRRSA and ARPA federal grants for concessions relief. CRRSA provided for \$97,182 in relief and ARPA provided \$388,729.
- ✿ **Accounts Receivables** for ground services was \$109,385 at months end.
- ✿ **Grants Receivable** balance includes amounts owed by the agreement with the TSA for funding of the baggage handling system. Other amounts balances of two grants that should be closed soon allowing for the final disbursements.
- ✿ **Terminal** projects costs at 2/28/22 are \$63,382,730
- ✿ \$1,285,000 was drawn on notes **2019 A** or **2019 B** during the February. Month end debt balances total \$14,480,000.

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

- ✿ Fiscal year 2022 revenues for the year-to-date exceed budgeted revenues by nearly \$1.5 million.
- ✿ Operating expenses for the year-to-date are running under budget by \$229,693.
- ✿ Net Operating Income is \$1,431,865.
- ✿ No federal grant funds were recorded/received in February.

- **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 February 28, 2022

Feb 28, 22

**ASSETS**

**Current Assets**

**Checking/Savings**

10100 · Petty Cash	300.00
10500 · General Checking Acct	3,257,514.59
10511 · Project Checking Acct	5,000.00
10550 · USFS Account	50,003.28
10560 · Contingency Account- new	125,613.93
10580 · CFC Account	1,338,040.99
10590 · STIP Terminal Reserve	22,895.54
10600 · STIP	730,877.75
10604 · Money Market Accounts	
10605 · BANK of Montana Money Market	258,370.11
10610 · Stockman MM	250,470.58
10644 · Sweep Acct FSB	549,802.19
10645 · FSB Construction	1.00
Total 10604 · Money Market Accounts	1,058,643.88
10700 · Payroll Checking	19,996.29
10710 · Flex - FIB	8,027.84
10750 · PFC Cash at US BANK	1,442,598.40
Total Checking/Savings	8,059,512.49
Accounts Receivable	
10800 · Accounts Receivable	345,168.37
10807 · A/R Advertising	7,114.00
10809 · A/R Ground Handling	109,384.98
10810 · A/R Non-Based Landing Fees	8,740.91
Total Accounts Receivable	470,408.26
Other Current Assets	
10900 · AvSec Fingerprinting Account	678.25
11200 · Grants Receivable	314,135.49
11500 · Pre-Paid Expenses	80,592.98
11600 · Prepaid Insurance	44,023.64
11700 · Concession Contract Receivable	729,998.00
12000 · Undeposited Funds	3,308.84
Total Other Current Assets	1,172,737.20
Total Current Assets	9,702,657.95

**Missoula County Airport Authority**  
**Balance Sheet**  
As of February 28, 2022

	<u>Feb 28, 22</u>
<b>Fixed Assets</b>	
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
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	-97,222,396.55
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	254,433.83
19425 · De-Ice Ramp Design	149,156.24
19427 · De-ice Truck AP8	30,150.92
19429 · Motorola Radios	51,015.76
19430 · CIP- Terminal	63,682,730.04
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
19400 · Construction in Progress - Other	30,000.00
Total 19400 · Construction in Progress	<u>73,900,917.69</u>
<b>Total Fixed Assets</b>	<u>117,045,547.74</u>
<b>Other Assets</b>	
19600 · Deferred Pension Outflows	948,581.00
19700 · Concession Contract Recvble	1,443,256.26
<b>Total Other Assets</b>	<u>2,391,837.26</u>
<b>TOTAL ASSETS</b>	<u><u>129,140,042.95</u></u>

**Missoula County Airport Authority**  
**Balance Sheet**  
As of February 28, 2022

Feb 28, 22

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

20500 · Accounts Payable 148,831.98

20505 · Accounts Payable- Projects 1,612,105.28

**Total Accounts Payable 1,760,937.26**

**Other Current Liabilities**

21600 · Accrued Vacation/Sick Payable 445,723.43

22150 · Deferred Income 1,500.00

24000 · Payroll Liabilities -3,264.16

**Total Other Current Liabilities 443,959.27**

**Total Current Liabilities 2,204,896.53**

**Long Term Liabilities**

25030 · 2019 Note A 11,437,900.00

25035 · 2019 Note B 3,042,100.00

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 20,919,581.92**

**Total Liabilities 23,124,478.45**

**Equity**

29500 · Unreserved 92,934,375.13

29510 · Reserved 2,293,160.00

**Net Income 10,788,029.37**

**Total Equity 106,015,564.50**

**TOTAL LIABILITIES & EQUITY 129,140,042.95**

**Missoula County Airport Authority**  
**Profit & Loss Budget Performance**  
**February 2022**

	Feb 22	Budget	Jul '21 - Feb 22	YTD Budget	Annual Budget	
Ordinary Income/Expense						
Income						
30100 · Signatory Landing Fees	33,740.08	53,092.00	393,777.53	424,736.00	637,109.00	62%
30200 · Non Sig Landing Fees	10,611.59	16,973.00	208,210.34	135,784.00	203,681.00	102%
30210 · Cargo Landing Fees	3,196.88	3,666.00	25,921.01	29,328.00	43,995.00	59%
30220 · Charter Landing Fees	0.00	682.00	1,443.41	5,456.00	8,184.00	18%
30300 · Non-Based Landing Fees	12,293.39	2,273.00	57,400.04	18,184.00	27,280.00	210%
30400 · Signatory Rent	90,392.87	90,393.00	723,142.96	723,144.00	1,084,716.00	67%
30410 · Non-Sig Turn Fees	10,920.00	20,450.00	301,560.00	163,600.00	245,406.00	123%
30507 · Advertising Income	12,398.00	12,292.00	123,774.00	98,332.00	147,500.00	84%
30509 · Ground Handling	31,021.60	64,253.00	701,594.99	645,467.00	936,741.00	75%
30600 · FBO Rentals	21,516.10	21,667.00	170,210.30	173,336.00	260,000.00	65%
30800 · Fuel Flowage Fees	3,529.49	5,833.00	105,000.51	46,664.00	70,000.00	150%
30900 · Fuel Farm Leases	348.03	333.00	2,784.24	2,664.00	4,000.00	70%
31000 · Coffee Concession	6,024.76	4,445.00	73,466.64	62,017.00	86,507.00	85%
31100 · Restaurant	-35,575.74	5,094.00	3,458.36	47,388.00	74,238.00	5%
31200 · Food Truck Concessions	0.00		269.00			-
31300 · Rental Car %	-107,686.58	35,673.00	1,192,767.31	807,786.00	1,072,662.00	111%
31400 · Rent Car Rent	14,819.80	8,750.00	119,258.40	70,000.00	105,000.00	114%
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%
31900 · USFS Hangar Rent	20,688.33	20,000.00	165,506.64	160,000.00	240,000.00	69%
32100 · Gift Shop Faber	-171,551.40	6,526.00	-88,275.26	120,084.00	166,052.00	-53%
32200 · Travel Agency	591.09	592.00	4,728.72	4,736.00	7,100.00	67%
32400 · Parking Lot	-51,638.74	44,344.00	1,136,084.27	354,752.00	1,617,706.00	70%
32800 · Ag Land Leases	0.00	1,125.00	0.00	9,000.00	13,500.00	0%
32900 · Non-Aeronautical Ground Rent	23,830.47	23,000.00	187,191.25	184,000.00	276,000.00	68%
32910 · Aeronautical Ground Rent	6,842.92	3,750.00	71,130.31	30,000.00	45,000.00	158%
33000 · Vending	-14,020.26	3,476.00	10,831.21	34,188.00	51,343.00	21%
33800 · Off Airport Rent Cars	1,801.44	695.00	16,892.33	23,965.00	33,006.00	51%
34000 · Utilities Reimbursement	2,928.94	2,600.00	20,316.07	20,800.00	31,200.00	65%
34200 · Miscellaneous Income	7,522.10	3,333.00	85,549.63	26,664.00	40,000.00	214%
81402 · TSA LEO Reimbursement	9,145.00	8,917.00	81,124.96	71,336.00	107,000.00	76%
81403 · TSA Checkpoint OTA	0.00		3,572.70			-
85100 · Badging Fees Collected	1,676.00		14,055.00			-
<b>Total Income</b>	<b>-54,633.84</b>	<b>464,227.00</b>	<b>6,013,983.49</b>	<b>4,518,211.00</b>	<b>7,659,726.00</b>	<b>79%</b>
<b>Gross Profit</b>	<b>-54,633.84</b>	<b>464,227.00</b>	<b>6,013,983.49</b>	<b>4,518,211.00</b>	<b>7,659,726.00</b>	

**Missoula County Airport Authority**  
**Profit & Loss Budget Performance**  
**February 2022**

	Feb 22	Budget	Jul '21 - Feb 22	YTD Budget	Annual Budget	
Expense						
40100 · Wages	235,856.30	236,709.00	2,085,998.25	2,219,194.00	3,229,771.00	65%
40330 · Overtime Wages	1,901.40	3,847.00	36,474.28	34,612.00	50,000.00	73%
40600 · Fringe Benefits Expense	90,749.76	91,345.00	798,184.33	828,067.00	1,201,171.00	66%
40800 · Legal Services	612.85	1,250.00	2,228.57	10,000.00	15,000.00	15%
41200 · Insurance Expense	11,005.92	11,667.00	89,428.36	93,336.00	140,000.00	64%
41300 · Accounting Expense	0.00	1,750.00	33,656.00	31,750.00	31,750.00	106%
41400 · Phone Charges	5,216.27	4,296.00	30,809.76	34,368.00	51,550.00	60%
41600 · Phone R&M	0.00	16.00	47.99	128.00	200.00	24%
41800 · Communication R&M	6,452.59	1,492.00	20,159.34	11,936.00	17,905.00	113%
42000 · Office Supplies	2,952.05	3,529.00	23,350.75	28,232.00	42,357.00	55%
42100 · Computer Equipment Expense	1,026.53	2,066.00	20,371.77	16,528.00	24,800.00	82%
42200 · Electricity/Gas Expense	29,496.19	39,950.00	215,878.04	297,935.00	394,513.00	55%
42400 · Water Expense	5,677.21	6,215.00	46,726.10	55,343.00	78,790.00	59%
42500 · Sewer Expense	2,949.00	2,359.00	31,195.51	28,607.00	47,758.00	65%
42600 · Disposal Expense	3,681.19	3,959.00	32,658.58	31,672.00	47,506.00	69%
42800 · Disposal-Industrial	-260.00	485.00	-1,630.47	3,880.00	5,825.00	-28%
43000 · Petroleum Products Expense	3,364.45	9,817.00	72,225.88	59,755.00	76,052.00	95%
43400 · Vehicle R&M	5,359.12	9,615.00	61,449.57	65,665.00	92,440.00	66%
43600 · Equipment Rental	0.00	635.00	742.11	5,080.00	7,625.00	10%
43800 · Tools/Equipment	2,121.20	4,989.00	12,478.54	39,912.00	59,875.00	21%
44000 · Landscaping Expense	0.00	120.00	1,794.29	3,123.00	7,925.00	23%
44100 · Custodial Services	18,060.00	17,860.00	144,078.00	142,880.00	214,320.00	67%
44200 · Contracted Maintenance	18,944.91	20,758.00	160,286.33	166,064.00	249,079.00	64%
44302 · Jet Bridge R&M	1,341.96	583.00	33,002.92	4,668.00	7,000.00	471%
44400 · Electric Maintenance	84.02	976.00	5,410.47	7,808.00	11,700.00	46%
44600 · Plumbing Expense	0.00	691.00	2,156.86	5,528.00	8,300.00	26%
44800 · Mechanical/Supplies	446.98	1,792.00	15,206.64	14,336.00	21,500.00	71%
45000 · Building General R&M	1,619.90	1,546.00	8,697.58	12,374.00	18,575.00	47%
45104 · Rent Car R&M	742.80	667.00	12,245.41	5,336.00	8,000.00	153%
45106 · USFS Hangar R&M	1,467.20	288.00	4,737.60	2,304.00	3,455.00	137%
45203 · Airfield Maintenance	1,500.00	2,240.00	5,888.80	22,855.00	51,085.00	12%
45400 · Landside Maintenance	125.00	705.00	9,833.58	14,621.00	22,400.00	44%
45600 · Airfield Lighting R&M	0.00	1,325.00	2,592.69	10,600.00	15,900.00	16%
45703 · Fog Abatement	534.97	168.00	3,507.66	3,897.00	4,240.00	83%
45800 · Snow & Ice Removal	7,921.26	47,011.00	243,519.81	165,576.00	192,306.00	127%
46000 · Custodial Supplies	3,781.34	3,224.00	41,505.66	39,019.00	56,155.00	74%
46400 · Uniform Expense	1,250.49	7,390.00	15,243.51	29,864.00	41,275.00	37%
46600 · Employee Training Expense	1,119.20	5,734.00	38,497.97	45,872.00	68,810.00	56%
46800 · Travel Expense	2,928.32	9,340.00	26,064.43	35,815.00	63,400.00	41%
47000 · Memberships	2,505.00	1,782.00	10,575.95	14,256.00	21,377.00	49%

**Missoula County Airport Authority**  
**Profit & Loss Budget Performance**  
**February 2022**

	Feb 22	Budget	Jul '21 - Feb 22	YTD Budget	Annual Budget	
47200 · Safety Supplies/Equipment	59.96	2,425.00	12,290.78	19,400.00	29,113.00	42%
47303 · Wildlife Mitigation	0.00	667.00	2,855.43	5,336.00	8,000.00	36%
47400 · Meals & PR	706.59	1,482.00	16,118.88	11,856.00	17,790.00	91%
47501 · Marketing	12,228.64	12,917.00	119,068.18	103,336.00	155,000.00	77%
47506 · Air Service Incentives	4,447.16		4,447.16			-
47600 · Consultants Expense	473.41	2,765.00	15,836.23	22,120.00	33,190.00	48%
47707 · Display Expenses	2,411.99	229.00	3,081.80	1,832.00	2,750.00	112%
47717 · VIC Expenses	0.00	125.00	0.00	1,000.00	1,500.00	0%
47999 · COVID-19 Expense	623.94		4,306.78			-
49100 · Fingerprint/STA Charges	424.50		4,683.00			-
66000 · Payroll Expenses	0.00		0.06			-
66900 · Reconciliation Discrepancies	0.00		0.03			-
80600 · Miscellaneous Expense	102.06	138.00	-462.86	1,104.00	1,650.00	-28%
80611 · BANK Charges	121.15	379.00	2,576.14	3,032.00	4,550.00	57%
80615 · Pass through	37.63		37.63			-
<b>Total Expense</b>	<b>494,172.41</b>	<b>581,318.00</b>	<b>4,582,118.66</b>	<b>4,811,812.00</b>	<b>6,955,233.00</b>	<b>66%</b>
<b>Net Ordinary Income</b>	<b>-548,806.25</b>	<b>-117,091.00</b>	<b>1,431,864.83</b>	<b>-293,601.00</b>	<b>704,493.00</b>	
<b>Other Income/Expense</b>						
<b>Other Income</b>						
31500 · CFCs	40,212.00	70,000.00	565,976.00	560,000.00	840,000.00	67%
70200 · Interest Income-Unrestricted	359.19	833.00	2,671.55	6,664.00	10,000.00	27%
70400 · Project Restricted Interest	5.86		100.31			-
70600 · Interest on land sale	0.00		455,717.74			-
<b>89010 · Federal Programs</b>						
89000 · Airport Improvement Grants	0.00	0.00	1,926,321.45	1,888,585.56	1,888,585.56	
89100 · TSA OTA contribution	0.00		1,009,346.25	903,242.06	903,242.06	
89200 · CARES	0.00		1,216,255.67	596,461.38	596,461.38	
89204 · CRRSA Revenues	0.00		2,278,174.02	2,000,000.00	2,000,000.00	
89205 · ARPA funds	0.00		5,375,923.00			
89500 · PFC Contributions	99,268.21	96,500.00	863,898.40	725,900.00	1,500,000.00	
<b>Total 89010 · Federal Programs</b>	<b>99,268.21</b>	<b>96,500.00</b>	<b>12,669,918.79</b>	<b>6,114,189.00</b>	<b>6,888,289.00</b>	
<b>Total Other Income</b>	<b>139,845.26</b>	<b>167,333.00</b>	<b>13,694,384.39</b>	<b>6,680,853.00</b>	<b>7,738,289.00</b>	
<b>Other Expense</b>						
80140 · Note 2019A Interest Expense	0.00	0.00	231,204.85	339,700.00	1,036,524.00	
80145 · Note 2019 B Interest Expense	0.00	0.00	46,969.17	90,300.00	275,531.00	
80300 · Depreciation	504,945.85	0.00	3,852,545.54	3,347,419.92	3,347,419.92	
80500 · Loss on Disposal of Assets	0.00		207,500.29			
<b>Total Other Expense</b>	<b>504,945.85</b>	<b>0.00</b>	<b>4,338,219.85</b>	<b>3,777,419.92</b>	<b>4,659,474.92</b>	
<b>Net Other Income</b>	<b>-365,100.59</b>	<b>167,333.00</b>	<b>9,356,164.54</b>	<b>2,903,433.08</b>	<b>3,078,814.08</b>	
<b>Net Income</b>	<b>-913,906.84</b>	<b>50,242.00</b>	<b>10,788,029.37</b>	<b>2,609,832.08</b>	<b>3,783,307.08</b>	

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

	Jul '21 - Feb 22	Jul '20 - Feb 21	\$ Change
Ordinary Income/Expense			
Income			
30100 · Signatory Landing Fees	393,777.53	222,028.41	171,749.12
30200 · Non Sig Landing Fees	208,210.34	91,182.91	117,027.43
30210 · Cargo Landing Fees	25,921.01	25,680.71	240.30
30220 · Charter Landing Fees	1,443.41	1,361.44	81.97
30300 · Non-Based Landing Fees	57,400.04	55,177.92	2,222.12
30400 · Signatory Rent	723,142.96	723,142.96	0.00
30410 · Non-Sig Turn Fees	301,560.00	118,170.00	183,390.00
30500 · Equipment/Space/Services	0.00	0.00	0.00
30507 · Advertising Income	123,774.00	114,264.00	9,510.00
30509 · Ground Handling	701,594.99	533,133.96	168,461.03
30600 · FBO Rentals	170,210.30	172,235.19	-2,024.89
30800 · Fuel Flowage Fees	105,000.51	66,562.58	38,437.93
30900 · Fuel Farm Leases	2,784.24	2,699.84	84.40
31000 · Coffee Concession	73,466.64	30,966.17	42,500.47
31100 · Restaurant	3,458.36	45,902.12	-42,443.76
31200 · Food Truck Concessions	269.00	0.00	269.00
31300 · Rental Car %	1,192,767.31	840,333.20	352,434.11
31400 · Rent Car Rent	119,258.40	123,338.10	-4,079.70
31800 · USFS Landing Fees	101,236.62	19,927.35	81,309.27
31900 · USFS Hangar Rent	165,506.64	164,201.04	1,305.60
32100 · Gift Shop Faber	-88,275.26	67,899.16	-156,174.42
32200 · Travel Agency	4,728.72	4,728.72	0.00
32400 · Parking Lot	1,136,084.27	463,039.30	673,044.97
32900 · Non-Aeronautical Ground Rent	187,191.25	187,953.52	-762.27
32910 · Aeronautical Ground Rent	71,130.31	68,357.36	2,772.95
33000 · Vending	10,831.21	12,982.13	-2,150.92
33800 · Off Airport Rent Cars	16,892.33	22,060.77	-5,168.44
34000 · Utilities Reimbursement	20,316.07	22,414.24	-2,098.17
34200 · Miscellaneous Income	85,549.63	65,082.44	20,467.19
81402 · TSA LEO Reimbursement	81,124.96	63,130.00	17,994.96
81403 · TSA Checkpoint OTA	3,572.70	6,357.77	-2,785.07
85100 · Badging Fees Collected	14,055.00	7,680.00	6,375.00
89201 · Payroll Support Funds	0.00	124,277.50	-124,277.50
Total Income	6,013,983.49	4,466,270.81	1,547,712.68
Gross Profit	6,013,983.49	4,466,270.81	1,547,712.68

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

	Jul '21 - Feb 22	Jul '20 - Feb 21	\$ Change
Expense			
40100 · Wages	2,085,998.25	1,974,221.15	111,777.10
40330 · Overtime Wages	36,474.28	59,077.35	-22,603.07
40600 · Fringe Benefits Expense	798,184.33	734,891.07	63,293.26
40800 · Legal Services	2,228.57	7,686.10	-5,457.53
41200 · Insurance Expense	89,428.36	84,988.00	4,440.36
41300 · Accounting Expense	33,656.00	31,701.62	1,954.38
41400 · Phone Charges	30,809.76	35,318.50	-4,508.74
41600 · Phone R&M	47.99	0.00	47.99
41800 · Communication R&M	20,159.34	3,073.48	17,085.86
42000 · Office Supplies	23,350.75	15,169.59	8,181.16
42100 · Computer Equipment Expense	20,371.77	3,811.83	16,559.94
42200 · Electricity/Gas Expense	215,878.04	205,045.02	10,833.02
42400 · Water Expense	46,726.10	37,675.08	9,051.02
42500 · Sewer Expense	31,195.51	28,032.47	3,163.04
42600 · Disposal Expense	32,658.58	27,142.96	5,515.62
42800 · Disposal-Industrial	-1,630.47	-1,449.42	-181.05
43000 · Petroleum Products Expense	72,225.88	44,838.16	27,387.72
43400 · Vehicle R&M	61,449.57	40,817.82	20,631.75
43600 · Equipment Rental	742.11	3,241.31	-2,499.20
43800 · Tools/Equipment	12,478.54	8,814.60	3,663.94
44000 · Landscaping Expense	1,794.29	651.62	1,142.67
44100 · Custodial Services	144,078.00	143,243.00	835.00
44200 · Contracted Maintenance	160,286.33	157,536.68	2,749.65
44302 · Jet Bridge R&M	33,002.92	2,545.44	30,457.48
44400 · Electric Maintenance	5,410.47	3,558.43	1,852.04
44600 · Plumbing Expense	2,156.86	3,501.18	-1,344.32
44800 · Mechanical/Supplies	15,206.64	10,229.13	4,977.51
45000 · Building General R&M	8,697.58	17,762.71	-9,065.13
45104 · Rent Car R&M	12,245.41	6,633.57	5,611.84
45106 · USFS Hangar R&M	4,737.60	649.43	4,088.17
45203 · Airfield Maintenance	5,888.80	7,953.10	-2,064.30
45400 · Landside Maintenance	9,833.58	2,799.94	7,033.64
45600 · Airfield Lighting R&M	2,592.69	8,492.16	-5,899.47
45703 · Fog Abatement	3,507.66	1,718.26	1,789.40
45800 · Snow & Ice Removal	243,519.81	220,334.85	23,184.96
46000 · Custodial Supplies	41,505.66	25,866.07	15,639.59
46400 · Uniform Expense	15,243.51	20,991.27	-5,747.76
46600 · Employee Training Expense	38,497.97	15,711.23	22,786.74
46800 · Travel Expense	26,064.43	3,984.62	22,079.81
47000 · Memberships	10,575.95	14,089.00	-3,513.05
47200 · Safety Supplies/Equipment	12,290.78	12,197.79	92.99
47303 · Wildlife Mitigation	2,855.43	13.98	2,841.45
47400 · Meals & PR	16,118.88	12,740.84	3,378.04
47501 · Marketing	119,068.18	83,265.75	35,802.43
47506 · Air Service Incentives	4,447.16	0.00	4,447.16
47600 · Consultants Expense	15,836.23	17,766.48	-1,930.25
47707 · Display Expenses	3,081.80	1,674.11	1,407.69
47999 · COVID-19 Expense	4,306.78	44,813.19	-40,506.41
49100 · Fingerprint/STA Charges	4,683.00	2,614.00	2,069.00
66000 · Payroll Expenses	0.06	0.00	0.06
66900 · Reconciliation Discrepancies	0.03	-2.89	2.92
80600 · Miscellaneous Expense	-462.86	436.81	-899.67
80611 · BANK Charges	2,576.14	1,442.02	1,134.12
80615 · Pass through	37.63	0.00	37.63
80650 · Finance Charges	0.00	18.64	-18.64
Total Expense	4,582,118.66	4,189,329.10	392,789.56
Net Ordinary Income	1,431,864.83	276,941.71	1,154,923.12



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

	Jul '21 - Feb 22	Jul '20 - Feb 21	\$ Change
Other Income/Expense			
Other Income			
31500 · CFCs	565,976.00	546,968.00	19,008.00
70200 · Interest Income-Unrestricted	2,671.55	9,194.84	-6,523.29
70400 · Project Restricted Interest	100.31	190.22	-89.91
70600 · Interest on land sale	455,717.74	0.00	455,717.74
89010 · Federal Programs			
89000 · Airport Improvement Grants	1,926,321.45	8,868,075.41	-6,941,753.96
89100 · TSA OTA contribution	1,009,346.25	36,634.71	972,711.54
89200 · CARES	1,216,255.67	1,289,072.28	-72,816.61
89204 · CRRSA Revenues	2,278,174.02	0.00	2,278,174.02
89205 · ARPA funds	5,375,923.00	0.00	5,375,923.00
89500 · PFC Contributions	863,898.40	400,122.96	463,775.44
Total 89010 · Federal Programs	12,669,918.79	10,593,905.36	2,076,013.43
89202 · COVID-19 Relief Revenue	0.00	6,132.54	-6,132.54
89400 · Capital Contributions	0.00	155,381.95	-155,381.95
Total Other Income	13,694,384.39	11,311,772.91	2,382,611.48
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	3,852,545.54	3,432,037.60	420,507.94
80500 · Loss on Disposal of Assets	207,500.29	0.00	207,500.29
Total Other Expense	4,338,219.85	3,441,798.03	896,421.82
Net Other Income	9,356,164.54	7,869,974.88	1,486,189.66
Net Income	<u>10,788,029.37</u>	<u>8,146,916.59</u>	<u>2,641,112.78</u>



## Director's Report March 24, 2022

**Director's Statement:** We continue to get another month closer to the opening of phase 1 of our new terminal. Activity abounds as the final finishing work begins to wrap up. At this month's meeting we will discuss and possibly approve the next step in the process - Phase 2.

**2022 Air Service Update:** As we rebound from the pandemic and had the outlook of surpassing 2019 record numbers, our industry is now dealing with a pilot shortage and high fuel prices. In 2011 & 2012 a barrel of oil averaged \$111/barrel. In 2008 we had a short-lived spike up to \$134/barrel. Today as I write this oil is hovering around \$119/barrel.

### U.S. GULF COAST KEROSENE-TYPE JET FUEL SPOT PRICE FOB

Dollars per gallon as of January 10, 2022



Source: US Department of Energy (EIA website); Ailevon Pacific Aviation Consulting analysis

As we move into summer, we are showing a slight decrease in seats as compared to July of 2019. Based on the current load factors we are seeing during spring break, I would expect July to well exceed 90% load factors which typically means the pendulum will swing to additional service the following year. While American Airlines reduced frequency to Dallas, they just increased aircraft size for our upcoming summer to 737-800 which has 172 seats. United just upgraded our Saturday frequency back to mainline aircraft, A319 with 126 seats and we are starting to see some fall increases. Allegiant recently added a Saturday frequency to Phoenix/Mesa, a daily departure we have never had.

Speaking of Spring Break, TSA screened 2,366,751 passengers on Sunday March 20, which is 53% higher than the 1,543,136 travelers the same day a year ago, during the Covid-19 pandemic; and 7% lower than the 2,542,643 travelers then the same day in 2019, prior to the pandemic. On Wednesday March 23<sup>rd</sup> we went into overflow parking. As we start our Master Plan, we will need to focus on additional parking options looking forward.

**Washington DC:** Federal funding was finally agreed upon and signed into law. Federal funding authorized through September 30<sup>th</sup> so our Airport District Office can now distribute grants over the next couple of months. Once a grant is in hand, we will start our Airport Master Plan and put the remainder of our federal funding towards our terminal project.

**Board Agenda:** Currently we will have six items on this month's agenda. Three of the items are related to Phase 2 of our new terminal. As we explained during our virtual workshop last week, we received favorable bids and most of the subcontractors who are currently working on Phase 1. Financing is the last piece of the puzzle, and we will give you an update at the meeting. The other three are lease agreements, updated custodial agreement, elevator/escalator maintenance agreement and an aeronautical radio agreement.

**Construction:** Quite a bit has changed since last month when most of you were on site. Final finishes have or are currently being installed. The building is on its own HVAC; landscaping is going in; jet bridges are being installed; and cleaning from top to bottom is taking place. Still a lot of things to be done but things are progressing as scheduled. Our team along with Morrison Maierle/A & E are currently starting at the 3<sup>rd</sup> level and working their way to lower floors doing a punch list of any needed repairs or revisions. Tim will have lots of pictures to share as we race to the finish line and look forward to our next half of the project.

**Miscellaneous Items:** Last week we asked Bethany Williamson Powers, whom is a HR business partner from Associated Employers, to review our current staff structure. They provide expert business and human resource advice to businesses, so we wanted someone to come in and interview and give us some feedback on our current structure and how staff is dealing with the management transition. We will have retirements in some of our key positions over the next couple of years, so we wanted someone from the outside to review. She had extremely positive comments about our entire administrative staff.

Besides the new terminal, staff is working to finalize union agreements with our Public Safety whom we have an agreement in principle. Starting today we are meeting with our Building/Field Union. We are also working on our Airline Use Agreement with our airline partners. They are reviewing a draft agreement and should have comments to us in early April.

We have finished a draft FY2022 budget and hope to meet with the Finance Committee soon to discuss. Very exciting times as, we move forward!

# **Missoula County Airport Authority** **Agenda Action Sheet**

Meeting Date: March 29, 2022

1. **TITLE: MCAA Resolution No. 2022-03 Supplementing Resolution No.2020-01, Prescribing Terms and Conditions for Issuance of a Series of 2022 Revenue Note.**

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

3. **TIME REQUIRED:** 15 minutes

4. **BACKGROUND INFORMATION:** The attached resolution was developed with the extensive assistance of MCAA bond counsel Ben Johnson, Bryan Flaig and Bill VanCanagan, both representing First Security Bank. The resolution defines and describes the terms of the Notes airport terminal replacement project at Missoula International Airport.

Previously issued Series 2019 A&B funded the initial phase of the project. The approved amount for the 2019 Notes was \$35 million. It is estimated that, when the first phase of the project is complete, these Notes will have a final balance of \$23 million.

To continue the terminal project, staff is proposing the issuance Note 2022, in an amount not to exceed \$30 million. This Note will partially fund the next phase of the terminal project which has an estimated costs of \$44 million. Other sources of funds Include federal grants, passenger facility charges and airport reserves.

The structure of the Note 2022 will mirror Note 2019 A. The 2022 Note will be issued as a drawn obligation, it allows for 10 years interest only payments followed by a 15-year amortization. It can be prepaid after 3 years. The interest rate proposed by First Security Bank is 3.87%. Payments will be made quarterly.

The amortizations for all existing and proposed Notes are as follows:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>
Series 2019 B	Amortization											
Series 2019 A	Interest							Amortization to 2043				
Series 2022	Interest										Amortization to 2047	

Please be aware, the 2022 Note has been approved locally by First Security Bank, but Glacier Corp. has not yet formally approved this lending. We do not expect any issues with full approval. The closing date for the financing is planned for April 21, 2022.

5. **BUDGET INFORMATION:**  
 Estimated project costs: \$44 million  
 Estimated debt required: \$30 million

6. **SUPPLEMENTAL AGENDA INFORMATION:** A draft of the resolution is attached for your review. We plan to have dates and interest rates finalized for the board meeting.
7. **RECOMMENDED MOTION:** Move to approve MCAA Resolution 2022-03 outlining the terms of the First Security Bank Notes 2022 for partial funding of the terminal expansion and replacement project at Missoula Airport and authorizing the Board Chair and Airport Director to execute the closing documents.
8. **PREPARED BY:** Teri Norcross
9. **COMMITTEE REVIEW:** none.

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the Missoula County Airport Authority (the "Authority"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION NO. 2022-\_\_\_\_ SUPPLEMENTING RESOLUTION NO. 2020-01 RELATING TO THE MISSOULA COUNTY AIRPORT AUTHORITY; PRESCRIBING TERMS AND CONDITIONS FOR THE ISSUANCE OF A SERIES 2022 REVENUE NOTE AND FIXING THE TERMS AND CONDITIONS THEREOF; CREATING SPECIAL FUNDS AND ACCOUNTS AND PLEDGING CERTAIN REVENUES AS SECURITY FOR THE SERIES 2022 REVENUE NOTE" (the "Resolution"), on file in the original records of the Authority in my legal custody; that the Resolution was duly adopted by the Board of Commissioners of the Authority at a meeting on March 29, 2022, and that the meeting was duly held by the Board of Commissioners and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof:

voted against the same:

abstained from voting thereon:

or were absent:

WITNESS my hand officially this \_\_\_\_ day of \_\_\_\_, 2022.

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Recording Officer

## TABLE OF CONTENTS

	Page
SECTION 1. DEFINITIONS, AUTHORIZATIONS AND FINDINGS.....	2
1.01.    Definitions.....	2
1.02.    Rules of Interpretation .....	3
1.03.    Authorization .....	3
1.04.    Outstanding Obligations .....	3
1.05.    Resolution Regarding Issuance of the Series 2022 Note, Etc.....	3
1.06.    Revenues Available .....	4
SECTION 2. THE SERIES 2022 NOTE, ISSUANCE AND SALE OF THE SERIES 2022 NOTE .....	4
2.01.    General Title .....	4
2.02.    General Limitations; Issuable in Series.....	4
2.03.    Special, Limited Obligations.....	4
2.04.    Issuance and Sale of the Series 2022 Note.....	4
2.05.    Delivery of the Initial Series 2022 Note .....	5
2.06.    General Terms of Series 2022 Note .....	5
2.07.    Terms of the Series 2022 Note .....	5
2.08.    Optional Redemption .....	5
2.09.    Mandatory Sinking Fund Redemption .....	5
2.10.    Extraordinary Optional Redemption .....	6
2.11.    Notice of Redemption.....	6
2.12.    Partial Redemption of Series 2022 Note.....	6
2.13.    Appointment of Registrar and Paying Agent .....	7
2.14.    Execution and Delivery.....	7
2.15.    Form of Series 2022 Note; Transfer Restrictions .....	7
2.16.    Deposit of Series 2022 Note Proceeds .....	8
SECTION 3. LIEN ON NET REVENUES; PLEDGE OF PASSENGER FACILITY CHARGES AND CUSTOMER FACILITY CHARGES .....	8
3.01.    Parity Lien on Net Revenues; Passenger Facility Charges; Customer Facility Charges; Additional Security .....	8
SECTION 4. AIRPORT FUND AND ACCOUNTS.....	9
4.01.    Accounts .....	9
4.02.    Construction Account; Series 2022 Subaccount .....	9
4.03.    Debt Service Account; Series 2022 Subaccount.....	10
4.04.    Passenger Facility Charge Account .....	10
4.05.    Customer Facility Charge Account.....	11
SECTION 5. MISCELLANEOUS .....	12
5.01.    Effective Date .....	12
5.02.    Partial Invalidity .....	12
5.03.    Benefits of the Note Resolution Limited to Parties.....	12
5.04.    Provisions of the Original Resolution.....	12
EXHIBIT A   Form of Series 2022 Note.....	A-1
EXHIBIT B   Form of Draw Request .....	B-1

**BOARD OF COMMISSIONERS  
MISSOULA COUNTY AIRPORT AUTHORITY**

**RESOLUTION NO. 2022-\_\_**

**RESOLUTION NO. 2022-\_\_ SUPPLEMENTING RESOLUTION NO. 2020-01  
RELATING TO THE MISSOULA COUNTY AIRPORT AUTHORITY; PRESCRIBING TERMS  
AND CONDITIONS FOR THE ISSUANCE OF A SERIES 2022 REVENUE NOTE AND FIXING  
THE TERMS AND CONDITIONS THEREOF; CREATING SPECIAL FUNDS AND  
ACCOUNTS AND PLEDGING CERTAIN REVENUES AS SECURITY FOR THE SERIES 2022  
REVENUE NOTE**

WHEREAS, the Missoula County Airport Authority (the “Authority”) is proposing to issue an airport revenue note pursuant to a plan of finance for the purposes of: (i) financing a multi-year multi-phase airport terminal replacement project in Missoula, Montana and related infrastructure improvements at the Authority’s Missoula International Airport also known as Johnson Bell Field located at 5225 Highway 10 West, Missoula Montana (the “Project”); (ii) funding necessary reserves, if any; (iii) funding capitalized interest, if any; and (iv) paying costs of issuance; and

WHEREAS, under Section 147(f) of the Internal Revenue Code of 1986, as amended, prior to the issuance of tax-exempt obligations, the Authority must hold a public hearing with respect to the issuance of such tax-exempt obligations and the projects financed and refinanced thereby; and

WHEREAS, on July 30, 2019, the Authority held a plan of finance public hearing (the “Public Hearing”) with respect to the Project and the issuance of up to \$67,000,000 of tax-exempt obligations and pursuant to Resolution No. 2019-115 of the Missoula County Board of Commissioners adopted on July 31, 2019, the Missoula County Board of Commissioners, as the highest applicable elected officials, approved the Public Hearing with respect to the Project and the issuance of tax-exempt obligations; and

WHEREAS, on July 30, 2019, the Board of Commissioners (the “Board”) of the Missoula County Airport Authority (the “Authority”) adopted Resolution No. 2020-01 (the “Original Resolution”) which approved the issuance of the Series 2019 Notes (as defined below);

WHEREAS, the Authority previously issued its (i) Airport Revenue Note (Non-AMT), Series 2019A (the “Series 2019A Note”), numbered R-1 in the original aggregate principal amount not to exceed \$27,500,000 and (ii) Airport Revenue Note (AMT), Series 2019B (the “Series 2019B Note” and collectively with the Series 2019A Note, the “Series 2019 Notes”), numbered R-1 in the original aggregate principal amount not to exceed \$7,500,000 pursuant to the Original Resolution and wishes to amend the Original Resolution to allow for the issuance on a parity of its Tax-Exempt Airport Revenue Note (AMT), Series 2022 (the “Series 2022 Note”) the proceeds of which will be used for (i) the Project, and (ii) to pay the cost of issuance of the Series 2022 Note;

WHEREAS, the Series 2022 Note will be issued and sold to First Security Bank of Missoula, a Division of Glacier Bank located in Missoula, Montana (the “Series 2022 Purchaser”); and

WHEREAS, the Series 2022 Purchaser is also the holder of one hundred percent (100%) of the principal amount of the Outstanding Series 2019 Notes; and

WHEREAS, Authority staff previously secured proposals for the Series 2019 Notes pursuant to a Request for Bank Proposals which was responded to by eight (8) banking organizations and the Series 2022 Purchaser was deemed to have the terms most favorable for the Authority.



BE IT RESOLVED by the Board of Commissioners of the Missoula County Airport Authority, as follows:

## SECTION 1. DEFINITIONS, AUTHORIZATIONS AND FINDINGS

1.01. Definitions. Unless otherwise revised or amounted as set forth below, the definitions in the Original Resolution remain the same. The following definitions in Section 1.01 of the Original Resolution are hereby amended to read as follows:

CFC Notes or CFC Bonds or CFC Obligations shall mean any Notes that are secured by a pledge of Customer Facility Charges, in addition to the pledge of Net Revenues. The Series 2022 Note is a CFC Note. The Series 2019 Notes are CFC Notes.

Current Interest Obligation shall mean an Obligation the accrued interest on which by its terms is payable on Interest Payment Dates before the Stated Maturity thereof and which may be issued as Term or Serial Notes. The Series 2019 Notes and the Series 2022 Note are Current Interest Obligations.

Interest Payment Date shall mean the date specified in such Obligation as the fixed date on which an installment of interest on such Note is due and payable. The Series 2019 Notes shall pay interest on the first day of each calendar quarter (January 1, April 1, July 1 and October 1), commencing July 1, 2020. The Series 2022 Note shall pay interest on the first day of each calendar quarter (January 1, April 1, July 1 and October 1), commencing April 1, 2023.

Notes or Obligations shall mean, collectively, the Series 2019 Notes, the Series 2022 Note and any Additional Notes or Additional Bonds issued pursuant to a Supplemental Resolution.

Original Purchaser shall mean, with respect to any series of Obligations the original purchaser of such series of Notes. The original purchaser of the Series 2019 Notes was First Security Bank of Missoula, a Division of Glacier Bank and First Security Bank of Missoula, a Division of Glacier Bank is the original purchaser of the Series 2022 Note.

Parity Obligations means the Series 2019 Notes, the Series 2022 Note, and any Additional Bonds or Additional Notes.

Paying Agent shall mean the Person designated by or pursuant to this Original Resolution or a Supplemental Resolution to receive and disburse the principal of, premium, if any, and interest on any series of Obligations, on behalf of the Authority. A Paying Agent may also be the Registrar. The Paying Agent for the Series 2019 Notes and the Series 2022 Note is the Authority's Finance Officer.

Principal Payment Date shall mean the date specified in such Note as the fixed date on which an installment of principal on such Note is due and payable. The Series 2019 Notes shall pay principal on the applicable Sinking Fund Payment Dates, commencing on July 1, 2029 for the Series 2019A Note and July 1, 2022 for the Series 2019B Note. The Series 2022 Note shall pay principal on the applicable Sinking Fund Payment Dates, commencing on April 1, 2023.

Resolution shall mean the Original Resolution as amended or supplemented by this 2022 Supplemental Resolution or by any future Supplemental Resolution.

Sinking Fund Payment Date shall mean (i) for the Series 2019 Notes, the 1<sup>st</sup> day of each calendar quarter (January 1, April 1, July 1 and October 1), commencing July 1, 2029 for the Series 2019A Note and July 1, 2022 for the Series 2019B Note, (ii) for the Series 2022 Note, the 1<sup>st</sup> day of each calendar quarter (January 1, April 1, July 1 and October 1), commencing April 1, 2023, and (iii) as to any

Additional Obligations each of the dates set forth in any applicable provisions of a Supplemental Resolution for the making of mandatory principal payments on Series 2019 Notes, the Series 2022 Note or on Additional Obligations that are Term Obligations before the Stated Maturity thereof.

Variable Rate Note shall mean an Obligation the interest rate on which may, in accordance with its terms, vary periodically so that the interest for a part or all of the period remaining to its Stated Maturity or Redemption Date cannot accurately be calculated on the date of issuance thereof. The Series 2019 Notes and the Series 2022 Note are not Variable Rate Obligations.

The following definitions are hereby added to Section 1.01 of the Original Resolution:

Series 2022 Note shall mean the Missoula County Airport Authority Tax-Exempt Airport Revenue Note (AMT), Series 2022 in the original stated principal amount not to exceed \$30,000,000.

Series 2022 Project shall mean a portion of the cost of the Project which includes the acquisition, construction, and equipping of a multi-year multi-phase airport terminal replacement project to the Airport.

2022 Supplemental Resolution shall mean this Supplemental Resolution.

1.02. Rules of Interpretation.

A. All references in the Resolution to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of the Resolution.

B. The words “herein”, “hereof” and “hereunder” and other words of similar import without reference to any particular Section or subdivision refer to the Resolution as a whole and not to any particular Section or other subdivision unless the context clearly indicates otherwise.

C. The terms defined in this Section shall include the plural as well as the singular.

D. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities.

E. All computations provided herein shall be made in accordance with generally accepted accounting principles applicable to governmental entities consistently applied.

1.03. Authorization. The Authority is authorized by the Act to own and operate a municipal airport. Pursuant to resolutions of the Board of the Authority adopted in 2020 and the Act, the Authority authorized issuance of the Series 2019 Notes in order to finance a portion of the cost of the Project. The Original Resolution is amended and supplemented by this 2022 Supplemental Resolution to authorize the issuance of the Series 2022 Note in order to fund the Series 2022 Project which is a component of the Project and the plan of finance. Without compromising its other powers associated with the ownership and operation of the Airport, the Authority hereby determines that it will exercise the powers of a municipal airport authority in accordance with the provisions of the Act.

1.04. Outstanding Obligations. On the date of issuance of the Series 2022 Note, other than the Series 2019 Notes, there are no other outstanding obligations of the Authority payable from the same sources of revenue as those pledged under this Supplemental Resolution to the payment of the Series 2022 Note. The Series 2022 Note and the Series 2019 Notes are Parity Obligations.

1.05. Resolution Regarding Issuance of the Series 2022 Note, Etc. This Board has determined that it is in the best interests of the Authority to issue the Series 2022 Note, pursuant to

Montana Code Annotated, Section 67-11-303, in order to (i) fund the Series 2022 Project and any subsequent portion of the Project that qualifies for tax-exempt financing, and (ii) pay the costs of issuing the Series 2022 Note.

1.06. Revenues Available. The Authority is authorized, pursuant to the Act, to enter into contracts, leases or other arrangements and to charge reasonable and uniform rates, fees, charges and rentals for all privileges, facilities and services directly or indirectly furnished by the Airport, and to pledge and appropriate to the Series 2022 Note the revenues to be derived from the operation of the Airport which pledge is on a parity with the pledge under the Original Resolution with respect to the Series 2019 Notes. The Authority hereby determines, based on current operating results, that the Gross Revenues to be produced from the operation of the Airport during the term of the Series 2022 Note will be sufficient to pay the reasonable and ordinary Maintenance and Operating Expenses of the Airport, and to pay annual Debt Service Requirements (which currently includes the debt service on the Series 2019 Notes and the Series 2022 Note).

## SECTION 2. THE SERIES 2022 NOTE, ISSUANCE AND SALE OF THE SERIES 2022 NOTE

2.01. General Title. The general title of the Series 2022 Note shall be “Airport Revenue Note (AMT), Series 2022”.

2.02. General Limitations; Issuable in Series. The aggregate principal amount of Obligations, that may be authenticated and delivered and Outstanding under the Resolution is not limited, except as provided in Sections 3 and 5 of the Original Resolution and except as may be limited by law. The Series 2022 Note may be issued in an amount that is not to exceed \$30,000,000.

The Series 2022 Note shall be issued on the terms and conditions prescribed in the Original Resolution. Additional Obligations, such as the Series 2022 Note, may be issued as authorized pursuant to the Original Resolution and this 2022 Supplemental Resolution. The Original Purchaser of the Series 2019 Notes has consented to the issuance of the Series 2022 Note.

2.03. Special, Limited Obligations. The Obligations shall be special, limited obligations of the Authority. Principal of, premium, if any, and interest on the Obligations shall be payable solely from the Net Revenues (other than to the extent payable out of proceeds of the Obligations and as well from Passenger Facility Charges or Customer Facility Charges or another permissible source of revenue) or, if Credit Enhanced Obligations, from money available under the Credit Facility. The Obligations shall not be or constitute a pledge of the general credit or taxing powers of the Authority (or Missoula County or the State of Montana) of any kind whatsoever, but the Authority may elect to issue Additional Obligations payable from any sources permitted under the Act, including, without limitation, from a limited tax levy or deficiency tax levy. Neither the Obligations nor any agreement or obligation of the Authority contained herein shall be construed to constitute an indebtedness of the State of Montana or Missoula County within the meaning of any constitutional, or statutory provisions whatsoever.

2.04. Issuance and Sale of the Series 2022 Note. The Authority is authorized, and the Board hereby finds, determines and declares it to be in the best interest of the Authority, and to be necessary and expedient for the Authority to issue the Series 2022 Note, in accordance with the provisions of this 2022 Supplemental Resolution and the Original Resolution, in a stated principal amount not to exceed \$30,000,000, for the purposes described in Section 1.05 above. The Series 2022 Original Purchaser has offered to purchase the Series 2022 Note and lend the proceeds thereof to the Authority upon the terms and conditions described herein. The Series 2022 Note will be issued in the original aggregate principal amount as determined by the Airport Director in consultation with the Authority’s Bond Counsel. The final terms of the Series 2022 Note (including the principal amounts and interest rates) shall be

determined by the signature of the Chair of the Board and the Airport Director (or their facsimile signatures) on the Series 2022 Note. The Series 2022 Note shall be issued as a draw down Obligation.

2.05. Delivery of the Initial Series 2022 Note. The Authority hereby covenants that it will take all actions as required to effectuate the issuance and delivery of the initial Series 2022 Note.

2.06. General Terms of Series 2022 Note. The Series 2022 Note shall be issuable only in fully registered form and shall consist of a Current Interest Note which is also a Term Note with stated maturity of April 1, [2048].

2.07. Terms of the Series 2022 Note.

(a) The Series 2022 Note shall be dated, as originally issued, as of its date of issuance shall be in the denomination of \$100 or any integral multiple of \$100 in excess thereof in single maturities, shall mature on April 1, [2048]. The interest rate on the Series 2022 Note shall be [3.87]% per annum. Provided, however, that from and after any Taxable Date as a result of a Determination of Taxability if the Original Purchaser of the Series 2022 Note is the Holder of the Series 2022 Note, the interest rate on Series 2022 Note, shall be established at a rate at all times equal to the Taxable Rate. The interest on the Series 2022 Note shall be calculated on the basis of actual number of days elapsed in a 365 or 366 day year.

The interest on each Series 2022 Note, and, upon surrender of the Series 2022 Note, the principal amount thereof shall be payable by check or draft or electronic transfer issued by the 2022 Paying Agent. Interest on the Series 2022 Note shall be payable on the first day of each calendar quarter (January 1, April 1, July 1 and October 1), commencing April 1, 2023 (each an “Interest Payment Date”), to the Holder thereof as such appear in the Note Register as of the close of business on the 25<sup>th</sup> day of the immediately preceding month, whether or not such day is a Business Day. Upon delivery of the Series 2022 Note to the Series 2022 Original Purchaser pursuant to Section 2.14 herein or upon the delivery of Series 2022 Note upon a transfer or exchange pursuant to Section 2.09 of the Original Resolution, the Registrar shall date each Series 2022 Note so delivered as of the date of its authentication.

(b) The Series 2022 Note shall be payable and secured as provided in this 2022 Supplemental Resolution. Pursuant to this 2022 Supplemental Resolution, the Authority pledges Net Revenues, Passenger Facility Charges and Customer Facility Charges to the payment of principal and interest of the on the Series 2022 Note. The Series 2022 Note shall be issued as a draw down note and the principal amount of the Series 2022 Note shall be advanced as requested by the Authority pursuant to Section 4.02 below for the payment of costs of the Series 2022 Project.

2.08. Optional Redemption. The Series 2022 Note shall be subject to redemption, in whole or in part, at the option of the Authority on April 1, 2023 and each day thereafter at a price of par, plus accrued interest to the date of redemption, without premium. The Authority may request a reamortization (over the then existing amortization time period) of the Series 2022 Note, if more than 10% of the outstanding principal amount of such series has been or will be optionally redeemed by the Authority.

2.09. Mandatory Sinking Fund Redemption. The Series 2022 Note is subject to mandatory sinking fund redemption on each Interest Payment Date, commencing April 1, 2033 for the Series 2022 Note (each a “Sinking Fund Payment Date”) in the amounts set forth in the Series 2022 Note at the principal amount thereof to be redeemed plus interest accrued to the applicable Interest Payment Date. Mandatory sinking fund redemptions on a Sinking Fund Payment Date do not require a notice of redemption pursuant to Section 3.09 of the Original Resolution.

2.10. **Extraordinary Optional Redemption.** The Obligations, including the Series 2019 Notes and the Series 2022 Note, are subject to redemption prior to maturity by the Authority, to the extent of available Net Proceeds of insurance or condemnation, in the event: (1) the Airport or any portion thereof is damaged, destroyed or condemned, (2) the Net Proceeds of insurance or condemnation received in connection therewith exceed the greater of (a) three percent of property, plant and equipment assets of the Airport or (b) \$1,000,000, and (3) the Authority elects to have all or any part of such Net Proceeds applied to the prepayment of the Obligations. If called for redemption in any such event, the Obligations shall be subject to redemption in whole at any time, or in part on any Interest Payment Date, and if in part, from series and by maturities designated by the Authority (and, if less than all of a maturity is being redeemed, by lot or other manner deemed fair by the Registrar within a maturity) at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date, without premium.

2.11. **Notice of Redemption.** For any Extraordinary Optional Redemption pursuant to Section 2.10 above, the Authority shall give notice of redemption, stating the amount, the interest rate and the Stated Maturity of the Series 2022 Note or principal portions thereof called for redemption to the Holder of each Note (or the Registrar if any Additional Note or Additional Bonds are book-entry only and registered in the name of the nominee of The Depository Trust Company) at least thirty (30) days prior to the date of redemption. With respect to any optional redemption of the Series 2022 Note pursuant to Section 2.08 above, the Authority shall give notice of redemption via e-mail or in writing stating the amount thereof called for redemption to the Series 2022 Original Purchaser of the applicable Series 2022 Note at least five (5) days prior to the Interest Payment Date upon which the optional redemption will take place. The Authority shall not have to send a notice of redemption for scheduled mandatory sinking fund payments.

Except for an optional redemption of a Series 2022 Note the notice of which is given pursuant to the first paragraph of this Section 2.11 hereof, the Authority shall cause notice of redemption be mailed by first class mail to the Holder of the Series 2022 Note to be redeemed at such Person's address shown in the Note Register; provided that any defect in or failure to give such mailed notice shall not affect the validity of proceedings for the redemption of any Series 2022 Note not affected thereby. Notice of the redemption of any Series 2022 Note having been mailed as herein provided, and funds sufficient for its payment with accrued interest having been deposited with the Paying Agent on or before the Redemption Date, interest on such Note shall cease to accrue on the Redemption Date, and the Holder shall have no further rights with respect thereto or under the Resolution except to receive the Redemption Price so deposited.

Provided, however that any defect in or any failure to give any notice of redemption prescribed by this paragraph shall not affect the validity of the proceedings for the redemption of the Series 2022 Note or portion thereof.

In the event of a partial redemption, Series 2022 Note may be redeemed in part in any minimum denomination authorized pursuant to Section 2.07 hereof. The owner of any Series 2022 Note redeemed in part shall receive, upon surrender of such Series 2022 Note to the Registrar, one or more new Series 2022 Notes in authorized denominations equal in principal amount to the unredeemed portion of the Series 2022 Note so surrendered.

2.12. **Partial Redemption of Series 2022 Note.** The Series 2022 Note may be redeemed in the minimum denominations authorized in Section 2.07 hereof in part. The Holder of the Series 2022 Note redeemed in part shall receive, if requested by the Original Purchaser of the Series 2022 Note, upon surrender of such Series 2022 Note to the Registrar, one or more new Series 2022 Notes in authorized denominations equal in principal amount to the unredeemed portion of the Series 2022 Note so surrendered. The Authority may request a reamortization (over the then existing amortization time



period) of the Series 2022 Note, if more than 10% of the outstanding principal amount of the Series 2022 Note has been or will be optionally redeemed by the Authority.

2.13. Appointment of Registrar and Paying Agent. The Authority hereby appoints the Finance Officer as the Registrar and 2022 Paying Agent (in such capacities, the “Registrar”) for the Series 2022 Note. The Chair of the Board and the Finance Officer, or in their absence, any officer of the Authority, are hereby authorized to execute and deliver, on behalf of the Authority, a contract or contracts with any future Registrar that is not an employee of the Authority for the services provided by the Registrar, including, without limitation, as Registrar and 2022 Paying Agent, and, if the Authority so elects, as dissemination agent. Before each Principal Payment Date, Redemption Date or Interest Payment Date, without further order of the Board, the Finance Officer is authorized to transfer to the Holder of an Obligation (or the 2022 Paying Agent if the 2022 Paying Agent/Registrar is not an employee of the Authority) all principal, premium, if any, and interest then due on the Obligations solely from money in the Debt Service Account so that it is received by the 2022 Paying Agent no later than the Business Day immediately preceding such dates. The Authority agrees to pay fees and charges of the Registrar and 2022 Paying Agent, if such person is not an employee of the Authority.

If the Registrar is not an employee of the Authority, upon merger or consolidation of the Registrar with another corporation or upon the sale or the transfer by the Registrar to another corporation of all or substantially all of the Registrar’s corporate trust business, if the resulting or transferee corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The Authority agrees to pay the reasonable and customary charges of the Registrar for the services performed, as a charge against the Maintenance and Operating Account. The Authority reserves the right to remove the Registrar upon thirty (30) days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Obligations in its possession to the successor Registrar and shall deliver the Debt Register to the successor Registrar. The Registrar may also resign upon written notice to the Authority effective upon appointment by the Authority of a successor Registrar.

2.14. Execution and Delivery. The Series 2022 Note shall be forthwith prepared for execution under the direction of the Airport Director, at the expense of the Authority, and shall be executed on behalf of the Authority by the signatures of the Chair of the Board and the Airport Director; provided that any or all of such signatures may be printed, engraved or lithographed facsimiles thereof in accordance with the Model Public Obligations Registration Act of Montana. When the Series 2022 Note has been fully executed and authenticated, the Series 2022 Note shall be delivered by the Registrar to the order of the Series 2022 Original Purchaser thereof upon payment of the purchase price in accordance with this 2022 Supplemental Resolution, and the Series 2022 Original Purchaser shall not be obligated to see to the application of the purchase price and is not responsible for the application thereof. The Chair of the Board and the Airport Director are also authorized to execute and deliver all other documents requested by Bond Counsel and the Series 2022 Original Purchaser for the issuance and delivery of the Series 2022 Note.

2.15. Form of Series 2022 Note; Transfer Restrictions.

(a) The Series 2022 Note shall be prepared in substantially the form set forth as Exhibit A with such revisions as are determined necessary by the Airport Director and Bond Counsel.

(b) The transfer of the Series 2022 Note is limited to (a) an affiliate of the Series 2022 Original Purchaser of the Series 2022 Note; or (b) a trust or other custodial arrangement established by the Series 2022 Original Purchaser or one of its affiliates, the owners of any beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule

144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”). The Series 2022 Notes shall contain the following legend clearly indicating the transfer restrictions.

**THIS SERIES 2022 NOTE MAY ONLY BE TRANSFERRED BY THE REGISTERED OWNER HEREOF SOLELY TO (A) AN AFFILIATE OF THE SERIES 2022 ORIGINAL PURCHASER OR (B) A TRUST OR OTHER CUSTODIAL ARRANGEMENT ESTABLISHED BY THE SERIES 2022 ORIGINAL PURCHASER OR ONE OF ITS AFFILIATES, THE OWNERS OF ANY BENEFICIAL INTERESTS IN WHICH ARE LIMITED TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) WHICH HAS EXECUTED A LETTER CONTAINING REPRESENTATIONS AND WARRANTIES AS TO IT BEING A SOPHISTICATED INVESTOR.**

2.16. Deposit of Series 2022 Note Proceeds. The Authority shall credit the proceeds of the Series 2022 Notes to the accounts in the Airport Fund created pursuant to Section 4 below as such amounts are drawn down and apply such proceeds as set forth in a certificate signed by the Airport Director and Finance Officer of the Authority.

### SECTION 3. LIEN ON NET REVENUES; PLEDGE OF PASSENGER FACILITY CHARGES AND CUSTOMER FACILITY CHARGES

3.01. Parity Lien on Net Revenues; Passenger Facility Charges; Customer Facility Charges; Additional Security.

(a) The Series 2022 Note issued hereunder shall be secured, equally and ratably, by a first lien upon the Net Revenues of the Airport, the Gross Revenues being subject to the prior appropriation thereof to the Maintenance and Operating Account for the payment of Maintenance and Operating Expenses, as provided in the Original Resolution.

(b) The Series 2022 Note issued hereunder is also secured by a first lien upon Passenger Facility Charges and by the covenant and agreement of the Authority to pledge and appropriate Passenger Facility Charges, if then available, to the subaccount in the Debt Service Account relating to PFC Obligations of such series. The Series 2022 Note is a PFC Obligation. Such pledge in favor of Outstanding PFC Obligations shall not limit the ability of the Authority to expend for any lawful purpose Passenger Facility Charges in any Fiscal Year that are in excess of the Debt Service Requirements during such Fiscal Year on all Outstanding PFC Obligations. The Authority covenants and agrees that from and after the issuance of Additional Obligations that are PFC Obligations and so long as such Obligations are Outstanding, it will not decrease the rate or amount of Passenger Facility Charges, that it will not pledge or grant a security interest in the Passenger Facility Charges other than pursuant to FAA regulations or rules or this Resolution, and that it will pledge Passenger Facility Charges to the payment of and security of Additional Obligations constituting PFC Obligations only if the requirements of the Original Resolution and this Supplemental Resolution with respect to PFCs are complied with by the Authority.

(c) The Series 2022 Note issued hereunder shall also be secured by the covenant and agreement of the Authority to pledge and appropriate Customer Facility Charges, if then available, to the subaccount in the Debt Service Account relating to CFC Obligations of such series. The Series 2022 Note shall be a CFC Obligation. Such pledge in favor of Outstanding CFC Obligations shall not limit the ability of the Authority to expend for any lawful purpose Customer Facility Charges in any Fiscal Year that are in excess of the Debt Service Requirements during such Fiscal Year on all Outstanding CFC Obligations. The Authority covenants and

agrees that from and after the issuance of Additional Obligations that are CFC Obligations and so long as such Obligations are Outstanding, it will not decrease the rate or amount of Customer Facility Charges, that it will not pledge or grant a security interest in the Customer Facility Charges other than pursuant to the documents governing the implementation of CFCs at the Airport or this Resolution, and that it will pledge Customer Facility Charges to the payment of and security of Additional Obligations constituting CFC Obligations only if the requirements of the Original Resolution and this Supplemental Resolution relating to Customer Facility Charges are complied with by the Authority.

(d) The Series 2022 Note is secured equally and ratably with all other Outstanding Obligations by the Net Revenues. In the event of the issuance of Additional Obligations that are either PFC Obligations or CFC Obligations, the failure of the Authority to transfer Passenger Facility Charges or Customer Facility Charges, as the case may be, to the applicable subaccount in the Debt Service Account because there are not sufficient Passenger Facility Charges or Customer Facility Charges, as the case may be, then available shall not constitute a default hereunder, so long as sufficient Net Revenues are transferred.

#### SECTION 4. AIRPORT FUND AND ACCOUNTS

The provisions of this Section 4 amend and supplement the provisions of Section 5 of the Original Resolution by adding required accounts, collateral, and other necessary provisions.

4.01. Accounts. In connection with the issuance of the Series 2022 Note, the following accounts or subaccounts are hereby established and shall be maintained as separate bookkeeping accounts or subaccounts in the Airport Fund:

- (a) a Series 2022 Subaccount for the Series 2022 Project within the Construction Account;
- (b) a Series 2022 Subaccount within the Debt Service Account;
- (c) a Series 2022 Subaccount within the Passenger Facility Charge Account; and
- (d) a Series 2022 Subaccount within the Customer Facility Charge Account.

4.02. Construction Account; Series 2022 Subaccount. Within the Construction Account a separate subaccount shall be established and credited for the Series 2022 Note to be used to fund the Series 2022 Project and designated the "Series 2022 Subaccount." Proceeds of the Series 2022 Note shall be used by the Authority to fund the construction of the Series 2022 Project and pay costs of issuance and are to be credited to the Construction Account; provided, however, that the proceeds of the Series 2022 Note shall be transferred directly to the Authority for the construction of the Series 2022 Project.

The costs of issuance for the Series 2022 Note may be disbursed by the Authority as set forth in a cost of issuance certificate signed by the Airport Director and Finance Officer. Other than costs of issuance, the proceeds of the Series 2022 Note advanced by the Series 2022 Original Purchaser of the Series 2022 Note shall be deposited in the Series 2022 Subaccount of the Construction Account and disbursed by the Authority for the construction of the Series 2022 Project pursuant to a draw request in a form and with such supporting information acceptable to the Series 2022 Original Purchaser and manually executed by two Authority officials.



4.03. Debt Service Account; Series 2022 Subaccount. There is hereby established and created in the Debt Service Account a separate subaccount for the Series 2022 Note that shall be designated the “Series 2022 Subaccount.”

The Authority irrevocably authorizes the Series 2022 Original Purchaser to debit on any principal or interest payment date the Series 2022 Subaccount of the Debt Service Account of the Authority for the amount of any principal and interest due on the Series 2022 Note held by the Series 2022 Original Purchaser.

The paragraph below amends, replaces and supplements the third paragraph of Section 5.06 of the Original Resolution.

On and as of each Allocation Date, the Authority shall transfer for deposit in the appropriate subaccounts within the Debt Service Account as follows: (i) with respect to any Outstanding PFC Obligations, from amounts on hand in the Passenger Facility Charges Account an amount equal to the principal due and payable on the PFC Obligations on the next Principal Payment Date of and interest due and payable on the next Interest Payment Date from such account on all Outstanding PFC Obligations to the subaccount or subaccounts in the Debt Service Account relating to such PFC Obligations (or if the Outstanding PFC Obligations are payable other than monthly as to interest and principal, an amount per month to accumulate to an amount due on the Interest Payment Date and Principal Payment Date); and (ii) from the balance then on hand in the Revenue Account, after the required credit to the Maintenance and Operating Account, an amount equal to the principal of and interest due on the next Interest Payment Date or Dates on all Obligations then Outstanding payable from such subaccount (or if the Outstanding Obligations are payable other than monthly an amount per month to accumulate to an amount due on the Interest Payment Date and Principal Payment Date), less the amount of any transfer to such subaccount with respect to Outstanding PFC Obligations made on such date pursuant to clause (i); provided, however, that on the Allocation Date immediately preceding each Interest Payment Date and each Principal Payment Date the amount to be credited to a subaccount in the Debt Service Account shall be increased or decreased, as the case may be, in order that the balance therein immediately after such credit will equal the total amount due and payable from that subaccount on such Interest Payment Date or Principal Payment Date. If on an Allocation Date, there are not sufficient Gross Revenues remaining after the required credit to the Maintenance and Operating Account to make the deposits required by the immediately preceding sentence to all subaccounts in the Debt Service Account, then the available amount of Gross Revenues shall be credited to the various subaccounts in the Debt Service Account, pro rata, in proportion to the Debt Service Requirements with respect to each series of Obligations then Outstanding in the then current Fiscal Year. Similarly, if on an Allocation Date, there are not sufficient Passenger Facility Charges to make the deposits required by the first sentence of this paragraph to the subaccounts in the Debt Service Account relating to all Outstanding PFC Obligations, then the available amount of Passenger Facility Charges shall be credited to such subaccounts in the Debt Service Account, pro rata, in proportion to the Debt Service Requirements with respect to each series of PFC Obligations then Outstanding in the then current Fiscal Year.

Money from time to time held in the Debt Service Account shall be disbursed only to meet payments of principal of, premium, if any, and interest on the Obligations as such payments become due, including payments of principal of and interest on any Term Obligations on a Sinking Fund Payment Date (and payments under Credit Facility Obligations).

Nothing herein shall preclude the Authority from remitting grant proceeds or other available funds in lieu of or in addition to Passenger Facility Charges or Customer Facility Charges.

4.04. Passenger Facility Charge Account. Section 5.10 of the Original Resolution shall be deleted and replaced with the following:

Subject to the last sentence of this Section, all Passenger Facility Charges pledged to the repayment of PFC Obligations shall be credited as received into the Passenger Facility Charge Account. Amounts on hand in the Passenger Facility Charge Account are hereby pledged to the payment of any Outstanding Obligations that are issued as PFC Obligations, including the Series 2019 Notes and the Series 2022 Note. On each Allocation Date, so long as the Series 2019 Notes or the Series 2022 Note are Outstanding, the balance on hand in the Passenger Facility Charge Account shall be allocated to (i) the Debt Service Account for the payment of principal of the Series 2019 Notes and the Series 2022 Note, or (ii) if the Authority determines that it has available sufficient funds to deposit to the Series 2019A Subaccount of the Debt Service Account, the Series 2019B Subaccount of the Debt Service Account and the Series 2022 Subaccount of the Debt Service Account such amounts as necessary on such Allocation Date, then the Authority may, in its discretion, utilize PFCs for any PFC eligible capital project for which the Authority has a valid PFC application that has been approved by the Federal Aviation Administration. Provided, however that if there is a default with respect to the Series 2019 Notes or the Series 2022 Note or any other PFC Obligation, then the Authority shall not have the power to apply PFCs as set forth in (ii) of the prior sentence. In addition, if the Series 2019 Notes are not fully drawn by the Authority, then the Authority may utilize PFCs on hand in the Passenger Facility Charge Account to fund the costs of the 2019 Project and the 2022 Project without first applying such PFCs to the payment of the Series 2019 Notes and the Series 2022 Note. If PFC Obligations are not Outstanding or to the extent Passenger Facility Charges are not pledged to the repayment of PFC Obligations, Passenger Facility Charges shall be credited as determined by the Authority to pay any eligible expenditures or to pay the cost of improvements or additions to the Airport or any other costs or expenses if authorized or not prohibited by the Federal Aviation Administration.

4.05. Customer Facility Charge Account. Section 5.11 of the Original Resolution shall be deleted and replaced with the following:

Subject to the last sentence of this Section, all Customer Facility Charges pledged to the repayment of CFC Obligations shall be credited as received into the Customer Facility Charge Account. Amounts on hand in the Customer Facility Charge Account are hereby pledged to the payment of any Outstanding Obligations that are issued as CFC Obligations. On each Allocation Date, so long as the Series 2019 Notes or the Series 2022 Note are Outstanding, the balance on hand in the Customer Facility Charge Account shall be allocated to (i) the Debt Service Account for the payment of principal of the Series 2019 Notes or the Series 2022 Note, or (ii) if the Authority determines that it has available sufficient funds to deposit to the Series 2019A Subaccount of the Debt Service Account, the Series 2019B Subaccount of the Debt Service Account, and the Series 2022 Subaccount of the Debt Service Account such amounts as necessary on such Allocation Date, then the Authority may, in its discretion, utilize CFCs for any CFC eligible capital project. Provided, however that if there is a default with respect to the Series 2019 Notes, the Series 2022 Note or any other CFC Obligation, then the Authority shall not have the power to apply CFCs as set forth in (ii) of the prior sentence. In addition, if the Series 2019 Notes or the Series 2022 Note are not fully drawn by the Authority, then the Authority may utilize CFCs on hand in the Customer Facility Charge Account to fund the costs of the 2019 Project or the 2022 Project without first applying such CFCs to the payment of the Series 2019 Notes or the Series 2022 Note. If CFC Obligations are not Outstanding or to the extent Customer Facility Charges are not pledged to the repayment of CFC Obligations, Customer Facility Charges shall be credited as determined by the Authority to pay any eligible expenditures or to pay the cost of improvements or additions to the Airport or any other costs or expenses if authorized under the Authority's limitations of the application of CFCs.

## SECTION 5. MISCELLANEOUS

5.01. Effective Date. This 2022 Supplemental Resolution shall become effective upon its passage and all provisions of ordinances, resolutions and other actions and proceedings of the Authority which are in any way inconsistent with the terms and provisions of this 2022 Supplemental Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this 2022 Supplemental Resolution.

5.02. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be observed or performed by the Authority shall be contrary to law, then such agreement or agreements, such covenant or covenants, or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements or the covenants or portions thereof and shall in no way affect the validity hereof or of the Series 2022 Note; and the Holders shall retain all rights and benefits accorded them under any applicable provisions of law.

5.03. Benefits of the Note Resolution Limited to Parties. Nothing contained herein, express or implied, is intended to give any Person other than the Authority and the Holders any right, remedy, or claim under or by reason hereof. Any agreement, promise or covenant contained or required herein to be made or performed by or on behalf of the Authority or any officer or employee thereof shall be for the sole and exclusive benefit of the Authority and the Holders.

5.04. Provisions of the Original Resolution. Except as amended herein, all of the provisions and covenants of the Original Resolution remain in effect.

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Adopted by the Board of Commissioners of the Missoula County Airport Authority, on  
March 29, 2022.

**MISSOULA COUNTY AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Airport Director

## **EXHIBIT A**

### **Form of Series 2022 Note**

**THIS SERIES 2022 NOTE MAY ONLY BE TRANSFERRED BY THE REGISTERED OWNER HEREOF SOLELY TO (A) AN AFFILIATE OF THE ORIGINAL PURCHASER OR (B) A TRUST OR OTHER CUSTODIAL ARRANGEMENT ESTABLISHED BY THE PURCHASER OR ONE OF ITS AFFILIATES, THE OWNERS OF ANY BENEFICIAL INTERESTS IN WHICH ARE LIMITED TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) WHICH HAS EXECUTED A LETTER CONTAINING REPRESENTATIONS AND WARRANTIES AS TO IT BEING A SOPHISTICATED INVESTOR.**

### **UNITED STATES OF AMERICA STATE OF MONTANA**

### **Missoula County Airport Authority Tax-Exempt Airport Revenue Note (AMT) Series 2022**

**No. R-1**

**\$30,000,000**

FOR VALUE RECEIVED, the Missoula County Airport Authority, a municipal airport authority and a political subdivision of the State of Montana (the “Authority”), for value received, hereby promises to pay to First Security Bank of Missoula, a Division of Glacier Bank (the “Lender;” the Lender and any subsequent owner of this Series 2022 Note are also referred to as the “Holder”), or its registered assigns, by electronic fund transfer debit transactions through the automated clearing house network, initiated by the Holder on behalf of the Authority, or by such other means and manner as the Holder may designate in writing, solely from the source and in the manner in this Series 2022 Note provided, the principal amount of Thirty Million Dollars (\$30,000,000), together with interest on the unpaid portion of such principal amount until this promissory note (the “Series 2022 Note”) is paid in full at a fixed annual interest rate equal to **3.87%**. The interest on this Series 2022 Note shall be calculated on the basis of actual number of days elapsed in a 365 or 366 day year. Provided, however, that the from and after any Taxable Date, if the Lender is the Holder of this Series 2022 Note, the interest rate on this Series 2022 Note shall be established at a rate at all times equal to the product of the interest rate on this Series 2022 Note at the Taxable Rate. Capitalized terms used in this Series 2022 Note and not defined herein shall have the meanings granted to them in the Resolution (as defined below).

Subject to prepayments by the Authority, Interest on this Series 2022 Note shall be paid on the 1<sup>st</sup> day of each calendar quarter, commencing April 1, 2023 and Principal shall be paid on the 1<sup>st</sup> day of each calendar quarter, commencing April 1, 2033. All unpaid principal of and accrued interest on this Series 2022 Note shall be due on April 1, **2048** unless previously paid by the Authority.

All payments received in respect of this Series 2022 Note shall first be applied to accrued but unpaid interest, and the remaining portion of such payments shall be applied to the reduction of principal outstanding.

Payment of the principal of, premium, if any, and interest on this Series 2022 Note shall be made in any coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts.

Upon terms as described in the Resolution, this Series 2022 Note is subject to redemption and prepayment, in whole or in part in integral multiples of \$100, at the option of the Authority, on any date on or after April 1, 2023 at a redemption price equal to the principal amount of this Series 2022 Note being redeemed plus accrued interest thereon to the redemption date. Any prepayment shall be applied first to accrued interest and then to principal in inverse order of Payment Date. In accordance with the terms of the Resolution, the Authority may request a reamortization (over the then existing amortization time period) of the Series 2022 Note, if more than 10% of the outstanding principal amount of such series has been or will be optionally redeemed by the Authority.

This Series 2022 Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Title 67, Chapter 11, Part 1 — Part 3, as amended. This Series 2022 Note is a special, limited obligation of the Authority payable from the revenues pledged thereto under the terms of a resolution of the Board of Commissioners of the Authority adopted on March 29, 2022 (the “2022 Supplemental Resolution”) which supplements Resolution 2020-01 (the “Original Resolution” and collectively, the “Resolution”). Pursuant to the terms of the 2022 Supplemental Resolution, the Authority has pledged Passenger Facility Charges and Customer Facility Charters to the payment of the principal of this Series 2022 Note in addition of the Authority’s pledge of Net Revenues. The Authority’s pledge of Net Revenues to the Series 2022 Note is on a parity pledge of the Outstanding Series 2019 Notes.

This Series 2022 Note is issued by the Authority in the original aggregate principal amount of \$30,000,000 for the purpose of (i) financing the 2022 Project; and (ii) paying the costs of issuance of this Series 2022 Note.

Upon an Event of Default, this Series 2022 Note shall be subject to the provisions of Section 7 of the Resolution. Upon a Determination of Taxability, this Series 2022 Note shall bear interest at the Taxable Rate.

This Series 2022 Note shall be registered and shall be transferable upon the books of the Authority at the office of the Lender by the Holder of this Series 2022 Note in person or by the Holder’s attorney duly authorized in writing, upon surrender of this Series 2022 Note together with a written instrument of transfer satisfactory to the Lender, duly executed by the Holder or the Holder’s duly authorized attorney. Upon such transfer the Lender will note the date of registration and the name and address of the new Holder upon the registration books of the Authority maintained by the Lender and in the registration blank appearing below. Alternatively, the Authority will at the request and expense of the Holder issue a new note or notes in an aggregate principal amount equal to the unpaid principal balance of this Series 2022 Note, and of like tenor except as to number, principal amount and the number and amount of the installments payable thereunder, and registered in the name of the Holder or such transferee as may be designated by the Holder. The Authority may deem and treat the person in whose name this Series 2022 Note is last registered upon the books of the Authority maintained by the Lender with such registration also noted on this Series 2022 Note, as the absolute owner of this Series 2022 Note, whether or not overdue, for the purpose of receiving payment of or on account of the principal balance, prepayment price, or interest and for all other purposes, and all such payments so made to the Holder or upon its order shall be valid and effectual to satisfy and discharge the liability upon this Series 2022 Note to the extent of the sum or sums so paid, and the Authority shall not be affected by any notice to the contrary.

Time is of the essence under this Series 2022 Note.

The Holder shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder and then only to

the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent event.

It is intended that this Series 2022 Note is made with reference to and shall be construed as a Montana contract and governed by the laws of the State of Montana.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, happen, and be performed precedent to or in the issuance of this Series 2022 Note do exist, have happened and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Authority has caused this Series 2022 Note to be duly executed by the manual or facsimile signatures of its duly authorized representatives as of the 29th day of March, 2022.

**MISSOULA COUNTY AIRPORT AUTHORITY**

By \_\_\_\_\_  
Its: Chairperson of the Board of Commissioners

By \_\_\_\_\_  
Its: Airport Director

PROVISIONS AS TO REGISTRATION

The ownership of the unpaid principal balance of this Series 2022 Note and the interest accruing thereon is registered on the books of Missoula County Airport Authority, in the name of the registered holder last noted below.

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of Airport Director as Note Registrar</u>
April 21, 2022	First Security Bank of Missoula P.O. Box 4506 Missoula, MT 59806	<hr/>



**EXHIBIT B**

**Form of Draw Request**

**DRAW REQUEST**

\$ \_\_\_\_\_  
**Missoula County Airport Authority**  
**Airport Revenue Note (AMT)**  
**Series 2022**

\_\_\_\_\_, 20\_\_

The undersigned authorized representatives of the Missoula County Airport Authority (the “Authority”) hereby requests a draw from the Airport Revenue Note (AMT), Series 2022 (the “Series 2022 Note”), issued by the Authority under the terms of the Resolution (as defined below).

The disbursement under this draw request is in the total amount of \$ \_\_\_\_\_ from the Series 2022 Note and is requested to be made and drawn in accordance with the terms of a resolution adopted by the Board of Directors of the Authority on July 30, 2019 (the “Original Resolution”), as supplemented by the Supplemental Resolution adopted on March 29, 2022 (the “2022 Supplemental Resolution” and together with the Original Resolution, the “Resolution”). The proceeds of the Series 2022 Note will be used to fund the 2022 Project as defined in the 2022 Resolution. All capitalized terms used in this draw request and not defined herein shall have the meanings granted to them in the Resolution.

The Authority hereby makes the following representations:

- (a) The Authority has complied with all requirements of the Resolution, including timely payment of any amounts due and payable pursuant to the Resolution and no “Event of Default” under the Resolution, has occurred that is continuing; and
- (b) The amounts requested to be disbursed have been properly incurred in connection with the financing of the Series 2022 Project and are not the subject of any previous request for disbursement.

Attached hereto as Exhibit A is the report of the Authority’s independent engineering firm for the 2022 Project corresponding to such draw request that has been submitted to the Federal Aviation Administration. The Authority requests a draw from the 2022 Note in the amounts requested above in order to pay or reimburse the expenses set forth in the attached report. Payment is to be made directly to the Authority to pay or as a reimbursement for amounts previously paid by the Authority in respect of the 2022 Project.

**MISSOULA COUNTY AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBIT A**

### **REPORT**

**[Insert form of Federal Aviation Administration draw information.]**

**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: March 29, 2022

1. **TITLE:** Contract Amendment No. 24 to the Master Agreement with Martel Construction for Phase II of the New Passenger Terminal Building.

Review, discussion and possible approval of the Guaranteed Maximum Price (GMP) from Martel Construction in the amount of \$42,330,278 for the construction of the East Concourse for the New Passenger Terminal Building. **ACTION ITEM**

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

3. **TIME REQUIRED:** 10 Minutes

4. **BACKGROUND INFORMATION:** In continuation of the phased construction approach to this project, Martel Construction has provided a GMP to complete the construction for the East Concourse of the New Passenger Terminal Building.

The bid package was publicly advertised and bids were received and opened on February 16<sup>th</sup>. Multiple bids from every division of work for the project were received and evaluated. Martel Construction, Morrison-Maierle, A&E Architects and Airport Staff reviewed and vetted bid proposals and evaluated cost savings measures in preparation of the Guaranteed Maximum Price. A copy of the summarized divisions of work will be provided at the Board Meeting. Individual bid proposals are on file with Martel Construction, Morrison-Maierle and the Airport.

As a result of the bid opening, Martel Construction is proposing a GMP of \$42,330,278 to complete the construction for the project. This project will begin immediately with shop drawings.

5. **BUDGET INFORMATION:** Amount Required: \$42,330,278  
This project is funded using FAA grants, PFC funds, CFC funds, financing and Airport reserves
6. **SUPPLEMENTAL AGENDA INFORMATION:** A bid result summary is attached, along with Martel Construction's contract amendment No. 24.
7. **RECOMMENDED MOTION:** Move to accept the Guaranteed Maximum Price from Martel Construction in the amount of \$42,330,278 for the construction of the East Concourse for the New Passenger Terminal Building and accept Contract Amendment No. 24.
8. **PREPARED BY:** Brian Ellestad
9. **COMMITTEE REVIEW:** None



# AIA Document A133™ – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 29th day of March in the year 2022, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 25th day of April in the year 2017 (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT:**

*(Name and address or location)*

MSO Terminal Contract Amendment #24 – East Concourse Expansion

**THE OWNER:**

*(Name, legal status, and address)*

Missoula County Airport Authority  
A Municipal Airport Authority under Montana Law  
5225 Highway 10 West  
Missoula, MT 59808

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Martel Construction inc.  
1203 South Church Street  
Bozeman, MT 59715

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Forty-Two Million Three Hundred Thirty Thousand Two Hundred Seventy-Eight\ (\$ 42,330,278 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

See Itemized Statement by Trade Category

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

No alternates were bid in this phase.

**Item**

**Price**

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

No alternates were bid in this phase.

**Item**

**Price**

**Conditions for Acceptance**

§ A.1.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

See Itemized Statement by Trade Categories

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☒ [ X ] The date of execution of this Amendment.

☐ [ ] Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of notice to proceed from the owner.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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**User Notes:**

(1833449816)



(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☒ By the following date: TO BE DETERMINED

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

#### ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

As listed in Procore, Team Construction Management Software

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

As listed in Procore Team Construction Management Software

Document

Title

Date

Pages

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

As listed in Procore Team Construction Management Software

Section

Title

Date

Pages

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

As listed in Procore Team Construction Management Software

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

NA

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Init.



See attached Itemized Allowance Statement.

Item

Price

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

- A change order to this Contract Amendment and GMP will be required if the Contingency Fund is exhausted for any reason.
- The Construction Manager shall purchase and maintain property insurance written on a builder's risk "all-risk" form as further described in section 11.3.1 of AIA Document A201.

- Article 8 of AIA Document A133 is amended to include the following:

Type of Insurance	Limit of Liability
Commercial General Liability	
General Aggregate	\$5,000,000.00
Products – Completed Operations Aggregate	\$5,000,000.00
Bodily Injury and Property Damage (Each Occurrence)	\$5,000,000.00
Automobile Liability – combined single limit (bodily injury and property damage)	\$5,000,000.00

Primary occurrence limit cannot be less than \$1,000,000.

The deductible may not exceed \$5,000 per accident.

Owners and Contractors Protective Policy:

General Aggregate	\$4,000,000.00
Each Occurrence	\$2,000,000.00

- The deductible amount of any and all Builders Risk Insurance Occurrences will be paid for out of the Construction Contingency Fund.
- Also see the Attached Itemized Statement by Trade Category.

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

This Contract Amendment is an Exhibit to the original A133 – 2009 between MSO and Martel Construction.

#### **ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

See Itemized Statement by Trade Category.

This Amendment to the Agreement entered into as of the day and year first written above.

Init.

\_\_\_\_\_  
**OWNER** *(Signature)*

Brian Ellestad - Director  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

Travis Frey – Vice President  
\_\_\_\_\_  
*(Printed name and title)*

Init.

/

Group	Phase	Description	Total Amount
01-0000		<b>GENERAL REQUIREMENTS</b>	3,142,965.25
02-0000		<b>EXISTING CONDITIONS</b>	
	02-0200	Division 2 Trade Requirements	31,348.20
	02-0800	Hazardous Material Abatement	60,135.00
	02-2200	Selective Demolition	1,290,074.95
	02-2250	Site Demolition	
03-0000		<b>CONCRETE</b>	
	03-0300	Division 3	2,239,053.02
	03-1520	Anchor Bolts	
	03-2100	Concrete Reinforcing	383,667.00
05-0000		<b>STEEL</b>	
	05-0500	Division 5 Trade Requirements	170,920.53
	05-1000	Structural & Misc. Steel	129,485.20
	05-1200	Structural Steel	3,190,230.00
	05-5050	Metal Fabrications	60,131.10
	05-7400	Architectural Metal	80,000.00
06-0000		<b>WOOD &amp; PLASTICS</b>	
	06-0600	Division 6 Trade Requirements	406,511.43
	06-1000	Rough Carpentry	110,000.00
	06-2210	Standard Wood Trim	16,648.79
	06-4120	Laminate-Clad Casework	155,174.50
	06-4160	Countertops	84,402.00
07-0000		<b>THERMAL &amp; MOISTURE PROT.</b>	
	07-0700	Division 7 Materials	294,194.84
	07-1730	Waterproofing Systems	116,955.00
	07-2130	Sprayed Insulation	
	07-2150	Blanket Insulation	240,837.00
	07-4670	Metal Siding & Soffit	1,358,706.00
	07-4680	Wood Siding & Soffit	
	07-5300	Membrane Roofing	784,900.00
	07-7140	Gutters & Downspouts	10,000.00
	07-8160	Sprayed Fireproofing	140,750.00
08-0000		<b>DOORS &amp; WINDOWS</b>	
	08-1100	Steel Doors & Frames	258,012.21
	08-3100	Access Panels	15,000.00
	08-3300	Coiling Doors & Grilles	116,250.00
	08-4100	Metal-Framed Storefronts	1,075,110.00
	08-7100	Door Hardware	8,419.51
09-0000		<b>FINISHES</b>	
	09-1100	Metal Stud Framing	1,622,829.00
	09-2050	Division 9 Trade Requirements	524,452.54
	09-3100		611,951.87
	09-4000	Sealed Concrete Floors	21,277.74
	09-4500	Polished Concrete Floors	145,019.61
	09-5100	Acoustical Ceilings	1,934,494.00
	09-9100	Paint Finishes	170,836.00
	09-9600	Special Coatings	2,400.00
10-0000		<b>SPECIALTIES</b>	
	10-1000	Visual Display Boards	
	10-2600	Wall & Corner Guards	10,000.00
	10-8100	Toilet Accessories	
	10-9900	Div. 10 Specialties	132,574.79
14-0000		<b>CONVEYING SYSTEMS</b>	
	14-2000	Elevators	218,700.00
	14-5000	Material Handling	1,630,370.00
21-0000		<b>FIRE SUPPRESSION</b>	
	21-0500	Fire Suppression	550,750.00
22-0000		<b>PLUMBING</b>	
	22-1000	Building Services Piping	15,000.00
23-0000		<b>HVAC</b>	
	23-0100	Plumbing & HVAC	2,952,232.00
	23-0500	Division 23 General Requirements	30,543.75
26-0000		<b>ELECTRICAL</b>	
	26-0500	Electrical	3,499,300.00
	26-0510	Division 26 General Requirements	30,543.75
27-0000		<b>COMMUNICATIONS</b>	
	27-0500	Communications	292,569.00
31-0000		<b>EARTHWORK</b>	
	31-0500	Misc Site Construction	2,959,034.60
	31-1000	Division 31 General Requirements	145,543.75
	31-2319	Dewatering	7,200.00
	31-4000	Shoring and Underpinning	92,340.00
	31-4010	Backfill Support	35,500.00
	31-6200	Engineered Aggregate Piers	145,000.00
	31-7000	Misc Earth Work	231,916.00
32-0000		<b>SITE IMPROVEMENTS</b>	
	32-1200	Asphalt Pavement	
	32-1210	Road/Parking Area Const.	5,000.00

Group	Phase	Description	Total Amount
	32-1700	Paving Specialties	
	32-3100	Fences and Gates	72,837.38
	32-3910	Site Structures	50,000.00
	32-9000	Landscaping	17,660.00
34-0000		TRANSPORTATION	
	34-3114	Traffic Signs & Signals	2,056,791.00

## Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	4,349,868						
Material	5,396,986						
Subcontract	25,711,329						
Equipment	722,290						
Other	4,075						
	<u>36,184,548</u>	36,184,548					
Building Permit - rate	359,807			0.850 %	T		
General Liability Insurance	423,303			1.000 %	T		
Builders Risk	105,826			0.250 %	T		
OCP	33,864			0.080 %	T		
Bond	423,303			1.000 %	T		
Gross Receipts Tax	423,303			1.000 %	T		
Construction Contingency	2,894,764			8.000 %	T		
Construction Fee	<u>1,481,560</u>			3.500 %	T		
	<u>6,145,730</u>	42,330,278					
<b>Total</b>		<b>42,330,278</b>					

	Location	Group	Phase	Description	Total Amount
162	<b>Allowance</b>				
163		<b>02-0000</b>		<b>EXISTING CONDITIONS</b>	
164			<b>02-2200</b>	<b>Selective Demolition</b>	
165				Misc. Selective Demo	107,499.95
166				Water Consumption During Demo	5,000.00
167		<b>03-0000</b>		<b>CONCRETE</b>	
168			<b>03-0300</b>	<b>Division 3 Trade Requirements</b>	
169				Tug Circulation Interior Perimeter Curb	6,300.00
170		<b>05-0000</b>		<b>STEEL</b>	
171			<b>05-1000</b>	<b>Structural &amp; Misc. Steel</b>	
172				Misc Concrete Filled Steel Bollards	9,806.40
173				Concrete Filled Steel Bollards - Jet Bridges (KN11/C1.1)	18,212.80
174				Concrete Filled Steel Bollards - Grid F Baggage Handling (Shown on Curb, assumed not needed)	10,927.68
175				Typical Details Not Referenced in Call outs (PlanNotes/ S3.1.X)	10,000.00
176				Special Inspections - Structural Steel	50,000.00
177				Steel Fascia at Vestibules (A5.3.3)	20,000.00
178			<b>05-5050</b>	<b>Metal Fabrications</b>	
179				Misc Metal Fabrications	41,622.00
180				Install of Truenorth Supply Only Items	15,319.20
181			<b>05-7400</b>	<b>Architectural Metal</b>	
182				Supply of MTL-2 Architectural Metal Panels	80,000.00
183		<b>06-0000</b>		<b>WOOD &amp; PLASTICS</b>	
184			<b>06-1000</b>	<b>Rough Carpentry</b>	
185				Temp Construction Walls Lobby, Vestibule, Curtain Wall, and Cafe	60,000.00
186				Misc Temporary Protection/Partitions and Dust Barriers	40,000.00
187				Stair Protection for Stairs F & G	10,000.00
188			<b>06-2210</b>	<b>Standard Wood Trim</b>	
189				Misc Wood Casing, Trims, Wall Panneling, Accent Walls, Ect.	16,648.79
190			<b>06-4120</b>	<b>Laminate-Clad Casework</b>	
191				Gate Desk Insert Cabinets (Inserts Not Shown in Plans)	15,187.50
192		<b>07-0000</b>		<b>THERMAL &amp; MOISTURE PROT.</b>	
193			<b>07-0700</b>	<b>Division 7 Materials</b>	
194				Compressible Insulation - Decking Flutes/ Rated Assemblies/Expansion Joints/ Acoustic	20,000.00
195				Building Envelope Commissioning Extra Inspections	5,000.00
196				Grid 8 Construction Wall Building Envelope	20,000.00
197			<b>07-1730</b>	<b>Waterproofing Systems</b>	
198				Basement Waterproofing System C2-8 Walls (MT Coatings) - VE Option for Liquid Applied	39,050.00
199			<b>07-4670</b>	<b>Metal Siding &amp; Soffit</b>	
200				"Sheet Metal over Membrane Roof" @ Curtain Wall Curb/Sill (2/A4.2.5)	5,000.00
201			<b>07-7140</b>	<b>Gutters &amp; Downspouts</b>	
202				Gutters & Downspouts	10,000.00
203			<b>07-8160</b>	<b>Sprayed Fireproofing</b>	
204				Fireproofing Patching & Remobilization	7,500.00
205		<b>08-0000</b>		<b>DOORS &amp; WINDOWS</b>	
206			<b>08-3100</b>	<b>Access Panels</b>	
207				Misc Access Doors (None on RCP) - Allowance	15,000.00
208			<b>08-4100</b>	<b>Metal-Framed Storefronts</b>	
209				LV & Conduit Stub Outs Electrical for Dynamic Glazing	50,000.00
210			<b>08-7100</b>	<b>Door Hardware</b>	
211				Cores for Casework (Ticket Desk Inserts Not Shown - Excluded)	2,470.95
212				Cores for Building (BMC)	5,948.56
213		<b>09-0000</b>		<b>FINISHES</b>	
214			<b>09-2050</b>	<b>Division 9 Trade Requirements</b>	
215				Temporary Heat - Natural Gas Supply	77,040.00
216				Project Mockups	10,000.00
217				Temp Heat (Electric for low humidity during finishes)	55,190.00
218				Temporary Air for Utilidor	10,000.00
219			<b>09-4500</b>	<b>Polished Concrete Floors</b>	
220				Crack Repair Polished Concrete Floors	10,000.00
221			<b>09-9100</b>	<b>Paint Finishes</b>	
222				Dryfall for Above Wood/ OTS Ceilings (Notes in sections)	10,000.00
223			<b>09-9600</b>	<b>Special Coatings</b>	
224				Anti-Graffiti - Architectural Walls Bench Seating	2,400.00
225		<b>10-0000</b>		<b>SPECIALTIES</b>	
226			<b>10-2600</b>	<b>Wall &amp; Corner Guards</b>	
227				Misc. Corner Gaurds	10,000.00
228		<b>14-0000</b>		<b>CONVEYING SYSTEMS</b>	
229			<b>14-5000</b>	<b>Material Handling</b>	
230				Baggage Handling MC Housekeeping Pads (Not in Div 3)	5,000.00
231				Baggage Handling New 2nd Carrosl	52,435.00
232				Baggage Handling Maintenance Plan (1 yr/quarterly)	25,000.00
233		<b>21-0000</b>		<b>FIRE SUPPRESSION</b>	
234			<b>21-0500</b>	<b>Fire Suppression</b>	
235				Fire Suppression Systems Piping Material Allowance	150,000.00
236		<b>22-0000</b>		<b>PLUMBING</b>	
237			<b>22-1000</b>	<b>Building Services Piping</b>	
238				Temp Heat Gas Piping	15,000.00
239		<b>23-0000</b>		<b>HVAC</b>	
240			<b>23-0100</b>	<b>Plumbing &amp; HVAC</b>	
241				Division 22/23 Comissioning Utilities	30,000.00
242		<b>26-0000</b>		<b>ELECTRICAL</b>	
243			<b>26-0500</b>	<b>Electrical</b>	
244				Jobsite Meter Sets & Electrical Setup	10,000.00
245				Division 26/27/28 Comissioning Utilities	30,000.00

Location	Group	Phase	Description	Total Amount
246	31-0000		<b>EARTHWORK</b>	
247		31-1000	<b>Division 31 General Requirments</b>	
248			Special Inspections/Testing - Compaction & Concrete	100,000.00
249			Temp Fire Hydrant Install for DEF water source	15,000.00
250		31-2319	<b>Dewatering</b>	
251			Dewatering - 4" gas powered pump	7,200.00
252		31-4010	<b>Backfill Support</b>	
253			Foundation Backfill Wall Bracing	33,000.00
254			Backfill Wall Bracing Engineering Fee	2,500.00
255		31-6200	<b>Engineered Aggregate Piers</b>	
256			EAP Spoils Disposal	11,500.00
257			Extra EAPs & Repair	10,000.00
258		31-7000	<b>Misc Earth Work</b>	
259			Snow Removal	182,916.00
260	32-0000		<b>SITE IMPROVEMENTS</b>	
261		32-1210	<b>Road/Parking Area Const.</b>	
262			Misc. Pavement Striping (C1.4)	5,000.00
263		32-3100	<b>Fences and Gates</b>	
264			<b>Construction Staging Access Gate Gaurd (KN-B/C0.3)</b>	
265		32-3910	<b>Site Structures</b>	
266			Relocate/Modify KCI Ramp	20,000.00
267			Relocate Existing Trash Enclosure (C0.4)	10,000.00
268			Relocate Conex Walk Way (KN-J/G0.3) No Additional Conex units included	10,000.00
269			<b>Covered Equipment Parking Area Structure (G0.1.5) (Excluded per MSO)</b>	
270			Remove Conex Walk Way (KN-J/G0.3) - At end of Project	10,000.00
271	34-0000		<b>TRANSPORTATION</b>	
272		34-3114	<b>Traffic Signs &amp; Signals</b>	
273			Demo & Salvage Jet Bridges	80,000.00
274			Traffic Signage (C1.4)	10,000.00
275			Jet Bridge Foundations (Design Build)	100,000.00



**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: March 29, 2022

1. **TITLE:** Task Order No. 43 to the Master Agreement for Professional Engineering Services with Morrison-Maierle for Phase II Construction Management Services.

Review, discussion and possible approval of Task Order No. 43 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for Construction Management Services for the New Passenger Terminal Building – East Concourse Project and matters related thereto. **ACTION ITEM**

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

3. **TIME REQUIRED:** 10 Minutes

4. **BACKGROUND INFORMATION:** In continuation of the phased construction approach to this project, Morrison-Maierle is submitting the most recent Task Order to provide services for on-site construction observation for the project. On-site observation will be part-time observation covered by the Engineer and Architect throughout construction. Morrison-Maierle will also handle the project closeout services associated with the FAA grants.

The project consists of multiple components built within one construction schedule. Notice to Proceed will begin in May 2022 with the review of shop drawings and will last until July 2025 before project closeout procedures begin.

5. **BUDGET INFORMATION:** Amount Required: \$2,150,000  
This project is funded using FAA grants, PFC funds, CFC funds, financing and Airport reserves

6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 43 Scope and Fee

7. **RECOMMENDED MOTION:** Move to Approve Task Order No. 43 with Morrison-Maierle in the amount of \$2,150,000 contingent on the completion of an Independent Fee Estimate (IFE).

8. **PREPARED BY:** Brian Ellestad

9. **COMMITTEE REVIEW:** None.

## TASK ORDER-43

### For Master Agreement for Engineering Services Between OWNER, Missoula County Airport Authority and the ENGINEER, Morrison-Maierle

#### Task Order

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*This Task Order is issued under the Master Agreement for Professional Engineering Services between OWNER, Missoula County Airport Authority (MCAA) and ENGINEER, Morrison-Maierle (M-M) dated June 28, 2016, the terms of which are incorporated herein by reference.*

#### SPECIFIC PROJECT DATA

**TITLE: NEW PASSENGER TERMINAL BUILDING  
EAST CONCOURSE – CONSTRUCTION MANAGEMENT AND CLOSEOUT SERVICES**

- I. Objective: Complete Construction Management and Project Closeout Services for the East Concourse of the New Passenger Terminal Building.

**Construction Management Services:** Provide services for on-site construction observation for the project. On-site observation will be part-time observation covered by the Project Manager, Resident Project Representative and the Architect throughout construction. In addition, an overlap of engineering disciplines will assist with observations on an as-needed basis. Morrison-Maierle will also perform all construction staking and project layout for the Contractor.

**Project Closeout Services:** Provide assistance in closing out the project and associated grants with the FAA, compile testing results, lien releases, affidavits of amounts paid DBE, review record drawings of the completed project and provide final report(s) to the OWNER and the FAA. An ALP update will not be required with this project.

**Project Schedule:** Notice to Proceed will begin on approximately May 2, 2022 with the review of shop drawings. The following is the anticipated schedule for the rest of the project:

- Pre-Construction: May '22 – July '22 (44 working days)
- Demolition: July '22 – November '22 (100 working days)
- Foundations: November '22 – June '23 (155 working days)
- Vertical Construction: June '23 – February '25 (444 working days)
- Site-Civil: April '24 – June '25 (60 working days)
- Project Closeout

**SECTION 1 – ENGINEER'S RESPONSIBILITY:** Applicable paragraphs of Section 1 of the Master Agreement for Engineering Services are hereby incorporated for the following services:

#### A. Project and Grant Management Services

1. Develop project scope and fee for Task Order as well as finalize project schedule with GC/CM.
2. Coordinate the Independent Fee Estimate and complete Record of Negotiations for the Task Order.
3. Prepare Application(s) for Federal Assistance and Sponsor Certifications and submit to Helena ADO as funding becomes available. It is anticipated that a minimum of four (4) grant applications will be required, maximum of eight (8).
4. Process Contractor pay requests, assume forty (40) total.

5. Prepare and submit FAA Request for Reimbursement, Summary of Project Costs. A total of forty (40) pay requests are anticipated.
6. Review Contractor and Subcontractor weekly payrolls against published Wage Rates included in the construction contract documents.
7. Coordinate the phased Building Permit Review process with the City of Missoula.
8. Maintain project coordination with the Owner, FAA and Contractor throughout the life of the project. Ensure milestones and deliverables are meeting expectations and the predetermined project schedule.

## **B. Construction Management Services**

1. Conduct Pre-Construction Conferences at major installation milestones (pre-construction, demo, foundations, structural steel, jet bridges, site-civil). Attendance for Pre-Con will include Project Manager and specific discipline designers as necessary.
2. Review Contractor's project schedule and safety plan compliance document. Provide assistance to the Owner and Contractor when establishing construction staging area, temporary security fencing, miscellaneous construction warning and protection systems for the public, construction access and haul routes, etc.
3. Review shop drawings, samples, certifications, and other submittals of the Contractor for general conformance to the design concept of the Project and for general compliance with the construction contract documents. Review Buy American requirements on all submittals of the Contractor for general conformance to the guidelines set forth by the FAA. Such reviews and approvals will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
4. Respond to various Request For Information (RFI) and evaluate/respond to Potential Change Orders (PCO) for the OWNER's approval. Incidental in this reference would assume no additional design or construction management. ***Change Orders involving additional design and construction management services shall be considered Additional Services.***
5. Assist with construction administration for the duration of the project. Construction administration includes coordination with the GC/CM and Owner. Managing project documentation, project schedules, project budgets, monitoring on-site record documents, and internal team coordination.

Construction administration will be divided between the Project Manager and discipline specific engineers. Coverage breaks down as:

### **CONSTRUCTION ADMINISTRATION**

- Project Manager – 170-weeks at 6-hours per week
  - Structural Engineer – 80-weeks at 1-hour per week
  - Structural Intern – 120-weeks at 1-hour per week
  - Mechanical Engineer – 80-weeks at 1-hour per week
  - Mechanical Intern – 120-weeks at 1-hour per week
  - Electrical Engineer – 80-weeks at 1-hour per week
  - Electrical Intern – 120-weeks at 1-hour per week
  - Low Voltage Designer – 80-weeks at 1-hour per week
  - Civil Engineer – 80-weeks at 1-hour per week
6. Provide the services of a Resident Project Representative (RPR) at the site to provide observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Master Agreement. The furnishing of such RPR services will not extend ENGINEER's responsibilities or authority beyond the specified limits set forth in the Master Agreement. Estimated construction period is ***800-calendar days***. Should final bidding documents allow additional time for construction; ENGINEER will be entitled to additional compensation.

RPR coverage of the construction will be divided between the Project Manager, Design Engineer and the Engineer Intern. Coverage breaks down as:

**ON-SITE CONSTRUCTION OBSERVATIONS**

- Project Manager – 800-working days at 1-hour per day
- Resident Project Representative – 800-working days at 5-hours per day

**WEEKLY CONSTRUCTION MEETINGS**

- Project Manager – 170-meetings at 1-hour per meeting
- Resident Project Representative – 170-meeting at 1-hour per meeting

**SITE VISITS & INSPECTIONS**

- Structural Engineer – 40-visits at 1-hours per visit
- Structural Intern – 40-visits at 1-hours per visit plus reporting
- Mechanical Engineer – 40-visits at 1-hour per visit
- Mechanical Intern – 40-visits at 1-hour per visit plus reporting
- Electrical Engineer – 40-visits at 1-hour per visit
- Electrical Intern – 40-visits at 1-hour per visit plus reporting
- Low Voltage Designer – 40-visits at 1-hour per visit plus reporting
- Civil Engineer – 20-visits at 1-hour per visit plus reporting

Make visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe the progress and quality of the work. Such visits and observations by ENGINEER and RPR are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspection of Contractor's work in progress, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the construction contract documents, and ENGINEER shall keep OWNER informed of the progress of the work.

The purpose of ENGINEER's visits to, and observation by the Resident Project Representative will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the construction phase, and, in addition, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure by Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the WORK. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the construction contract documents.

7. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspection, tests, and approvals. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. ENGINEER shall be entitled to rely on the results of such tests.
8. Monitor Contractor operations during construction for general adherence to the construction operations plan. In the event construction activities are not in conformance with the provisions of the construction operations plan, the Contractor and OWNER will be notified verbally and in writing. Failure of the Contractor to take corrective action will result in a Stop Work Order issued to the Contractor until such time as the Contractor takes corrective action. The Stop Work Order will be issued at the direction of the OWNER, through the ENGINEER.

9. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work.
10. Notify the OWNER of permanent work that does not conform to the result required in the construction contract documents, prepare a written report describing any apparent non-conforming permanent work, make recommendations to the OWNER for its correction, and, at the request of the OWNER, have these recommendations implemented by the Contractor.

### **C. Construction Staking Services**

1. Provide a combination of one-person and two-person survey crew to assist in the layout and construction staking of the project. All layout will also require minimal time from CAD staff to generate stake out points, along with oversight from the Survey Manager. Survey scope consists of the following:

#### **Survey Control Verification**

Existing horizontal and vertical control stations will be recovered and verified for accuracy. Three (3) additional horizontal and vertical control points will be established as necessary for layout of the project. This task also includes effort involved with preparing required survey submittal documents, project setup, and preliminary calculations. *This work will be completed using a two-person survey crew.*

#### **Demolition Extents & Layout**

Layout of actual extents of demolition will be provided by paint and/or nails in asphalt, to assist Contractor in delineation of areas and features to be removed for demolition. No survey report provided. *This work will be completed using a two-person survey crew.*

#### **Excavation Staking**

Excavation stakes (and stake out reports) for foundation and site-civil features will be provided by lath to assist Contractor in delineation of excavation. *This work will be completed using a two-person survey crew.*

#### **Sub-Drain Layout**

Offset hub/tack/lath for subsurface drain piping will be provided at 25' intervals along the length of proposed sub-drains. Lath will be marked with horizontal offset and vertical distance to pipe invert (or other datum per contractor request). Survey report will include identification of offset distances, hub elevation, and cut or fill to design point from hub. Approximately 2,400 LF of drain pipe and 16 cleanout structures is anticipated in this scope. *This work will be completed using a two-person survey crew.*

#### **Shoring Layout**

Offset stakes for shoring will be provided at 25' intervals along the perimeter of the building excavation limits. Lath will be marked with horizontal offset. Survey report will include identification of offset distances. Approximately 200 LF of shoring is anticipated within this scope.

#### **Building Grid Layout**

Offset hub and lath will be provided for the layout of the grid lines for the building. The stakes will be marked with the fixture identifier. Survey report will include a listing of points set with applicable feature, station and offset. 16 grid lines are anticipated within this scope. Replacement of three (3) grid lines are anticipated within this scope (which equates to 20% replacement rate). *This work will be completed using a two-person survey crew.*

#### **Pier Layout**

Offset hub and lath will be provided for the layout of each pier for the building. The stakes will be marked with the fixture identifier. Lath will be marked with horizontal offset and vertical distance to the finished grade elevation (or other datum per contractor request). Survey report will include offset distances, hub elevation, and cut or fill to design point from hub. Approximately 285 piers are anticipated within this scope of work. *This work will be completed using a two-person survey crew.*

#### **Pier Verification – Top Pier Finished Elevation**

This work item includes grade verification of top of pier after installation. If pier elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. No external survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. Approximately 285 piers are anticipated within this scope of work. *This work will be completed using a two-person survey crew.*

#### **Course Verification – Finished Subgrade**

This work item includes grade verification of subgrade on a 25'x25' grid. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. No external survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation.

#### **Course Verification – Finished Structural Fill**

This work item includes grade verification of subgrade on a 25'x25' grid. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. No external survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation.

#### **Storm Drain Layout**

Reference hub/tack/lath will be provided for each storm drain structure. A maximum of two hub and lath will be provided for each sump or inlet, and offset stakes for any piping will be provided at 25' intervals along the pipe. Lath will be marked with horizontal offset and vertical distance to rim elevation or pipe invert (or other datum per contractor request). Survey report will include identification of structures referenced, offset distances, hub elevation, design structure location, and cut or fill to design point from hub. Approximately 500 LF of pipe and 4 structures are anticipated within this scope. *This work will be completed using a two-person survey crew.*

#### **Water Layout**

Reference hub/tack/lath will be provided for each water service line feature. A maximum of two hub and lath will be provided for mechanical feature, and offset stakes for any piping will be provided at 25' intervals along the pipe. Lath will be marked with horizontal offset and vertical distance to feature or pipe invert (or other datum per contractor request). Survey report will include identification of structures referenced, offset distances, hub elevation, design structure location, and cut or fill to design point from hub. Approximately 400 LF of pipe and 4 features are anticipated within this scope. *This work will be completed using a two-person survey crew.*

#### **Sanitary Sewer Layout**

Reference hub/tack/lath will be provided for each storm drain structure. A maximum of two hub and lath will be provided for each sump or inlet, and offset stakes for any piping will be provided at 25' intervals along the pipe. Lath will be marked with horizontal offset and vertical distance to rim elevation or pipe invert (or other datum per contractor request). Survey report will include identification of structures referenced, offset distances, hub elevation, design structure location, and cut or fill to design point from hub. Approximately 200 LF of pipe and 6 structures are anticipated within this scope. *This work will be completed using a two-person survey crew.*

#### **Ramp/Site Lighting Layout**

Offset hub and lath will be provided for placement of each ramp light and site light post fixture. The stakes will be marked with the fixture identifier and cut or fill to a design reference elevation. It is anticipated that 10-fixtures will be located within this scope of services. Survey report will include a listing of points set with applicable feature, station, offset, hub elevation, design reference elevation, and cut or fill to design vertical datum from hub.

#### **Miscellaneous Site-Civil Staking**

Assistance with the layout/connection of site utilities from the Access Road to the new Terminal. Also provide curb & gutter layout on the airside of the terminal, along with infill of pavement sections between the new Terminal and the air carrier ramp. Infill will include staking bottom of excavation, finished subgrade, finished base course and finished surface. Staking will also



include layout for ramp lights. Survey report will include a listing of points set with applicable feature, station and offset.

**Course Verification – Base Course (Asphalt, Ramp Concrete)**

This work item includes grade verification of base course on a 25'x25' grid. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. No external survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. *This work will be completed using a two-person survey crew.*

**Course Verification – Finished Asphalt**

This work item includes grade verification of completed asphalt paving on a 25'x25' grid. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. No external survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. *This work will be completed using a two-person survey crew.*

**Course Verification – P-501 (PCCP)**

This work item includes grade verification of existing econo-crete base and completed P-501 concrete on a 20'x20' grid. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. No external survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. *This work will be completed using a two-person survey crew.*

**Jet Bridge Layout**

Offset hub and lath will be provided for relocation of an existing jet bridge. The stakes will be marked with the foundation location identifier and cut or fill to a design reference elevation. Survey report will include a listing of points set with applicable feature, station, offset, hub elevation, design reference elevation, and cut or fill to design vertical datum from hub.

**Construction Inspection Survey**

A 40-hour, one-person crew allowance is included within this scope, to account for survey that may be requested by the Engineer in assistance with construction oversight. Survey deliverable will consist of digital field data, reduced to CAD format, and provided to the Engineer for use in compilation of record drawings.

2. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER, the FAA, and Contractor, conduct a semi-final inspection to determine if the Work is substantially complete. If, after considering any objections of OWNER, and the FAA, the ENGINEER considers the Work substantially complete, the ENGINEER shall then deliver a Certificate of Substantial Completion to OWNER and Contractor.
3. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of the ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Task Order.

**D. Project Closeout Services**

1. Upon 90% completion of each FAA grant (assume 8-total), the ENGINEER shall prepare a Grant Closeout Report covering all work items completed, in accordance with appropriate ADO Notices in affect at the time of the project. At the completion of each federal grant, the ENGINEER shall furnish one (1) copy of a Grant Closeout Report to the OWNER and to the FAA. Each of these reports will be simplified reports that will not include "final construction completion" items such as DBE summary, O&M instructions, QA verification, etc. *For budgeting purposes, eight (8) total closeout reports are anticipated for this task order.*

2. Upon completion of total construction, the ENGINEER shall prepare a Final Project Report covering all items included under this Task Order, in accordance with appropriate ADO Notices in affect at the time of the project. The Final Project Report will collate and summarize all previous grant closeouts into one report. The ENGINEER shall furnish the OWNER with one (1) full size set and FAA with one (1) 11 x 17 set of record drawings, based on information furnished to the ENGINEER by the Contractor.
3. The construction specifications require the Contractor to perform all tests of materials and to submit a set of marked up as-constructed plans. The Contractor will be responsible for retaining the services of a certified materials testing firm to perform quality control and acceptance testing in accordance with the project specifications. The ENGINEER will utilize the above Contractor-furnished testing data to prepare the Final Project Report.
4. The ENGINEER will also furnish, without restriction, to the OWNER and the FAA, PDF drawings in electronic media (disk) format. Copies of documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
5. Summarize and report DBE achievement to FAA Civil Rights Office.
6. Receive and review maintenance and operating instructions, schedules, and guarantees.
7. Receive bonds, product certificates, certificates of inspection, tests, and approvals, shop drawings, samples and other data required by the construction Contract documents and the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment.

**SECTION 2 – OWNER’S RESPONSIBILITY:** All paragraphs of Section 2 of the Master Agreement for Engineering Services are hereby incorporated by reference.

**SECTION 3 – TIMES OF PERFORMANCE:** Applicable paragraphs of Section 3 of the Master Agreement for Engineering Services are hereby incorporated for the following services:

<u>Milestone</u>	<u>Completion Date</u>
A. Construction Management	May, 2022
B. Grant Closeout Submittals (as needed)	July, 2025

**SECTION 4 – PAYMENT TO ENGINEER:** Applicable paragraphs of Section 4 of the Master Agreement for Engineering Services are hereby incorporated for the following services:

- A. The approved and audited overhead rate in effect for this Task Order is **80.47%**.
- B. The services identified under this Task Order will be paid by method of not to exceed, **Cost Plus Fixed Fee (CPFF)**. Total compensation for this Task Order is estimated to be:

	<u>Labor</u>	<u>Expense*</u>	<u>Total</u>
Construction Management Services	\$1,144,346	\$1,005,654	\$2,150,000

*\*Expenses: Expenses also include all subcontractor fees associated with Construction Management. Refer to the fee attachment for detailed breakdown.*

**SECTION 5 – GENERAL PROVISIONS:** All paragraphs in Section 5 of the Master Agreement for Engineering Services are incorporated by reference.

**SECTION 6 – CONSULTANTS:** Subconsultant services shall be absorbed in the final fees and will be under the direction of Morrison-Maierle. Those subconsultants include:

- A. A&E Architects – Architectural Lead
- B. KPA Group – Technical Assistance, Quality Assurance
- C. Fields Studio – Landscape Architect
- D. Swanson-Rink – Baggage Handling Subconsultant


**SECTION 7 – OTHER MODIFICATIONS TO MASTER AGREEMENT:** None.

## SECTION 8 – ATTACHMENTS:

- #### A. Morrison-Maierle – Engineering Fees

**SECTION 9 – APPROVAL AND ACCEPTANCE:** Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Master Agreement for Engineering Services. ENGINEER is authorized to begin performance upon receipt of a copy of this Task Order signed by OWNER.

The Effective Date of this Task Order is: **May 2, 2022**

<u>ENGINEER</u>	<u>OWNER</u>
 <u>3.24.22</u>	
<u>Signature</u>	<u>Signature</u>
<u>Date</u>	<u>Date</u>
<u>Shaun P. Shea, P.E.</u>	<u>Brian Ellestad, A.A.E.</u>
<u>Name</u>	<u>Name</u>
<u>Vice President, Morrison-Maierle, Inc.</u>	<u>Airport Director, MCAA</u>
<u>Title</u>	<u>Title</u>
<u>1055 Mount Avenue, Missoula, MT 59808</u>	<u>5225 Highway 10 W. – Missoula, MT 59808</u>
<u>Address</u>	<u>Address</u>
<u>sshea@m-m.net</u>	<u>bellestad@flymissoula.com</u>
<u>E-Mail Address</u>	<u>E-Mail Address</u>
<u>(406) 542-4846</u>	<u>(406) 728-4381</u>
<u>Phone</u>	<u>Phone</u>

**TASK ORDER-43**  
**NEW PASSENGER TERMINAL BUILDING**  
**STRUCTURAL STEEL & VERTICAL CIRCULATION**  
**CONSTRUCTION MANAGEMENT SERVICES**  
**AIP-TBD**



**Summary of Professional Service Fees**

**March 24, 2022**

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
CONSTRUCTION MANAGEMENT SERVICES	\$1,144,346	\$180,654	\$1,325,000
SUBCONSULTANT SERVICES	\$0	\$825,000	\$825,000
	<b>Project Total</b>		<b>\$2,150,000</b>
MARTEL BASE CONSTRUCTION COST	\$36,081,683.00		
TASK ORDER (as % of BASE CONSTR. COST)	5.96%		
MARTEL GMP	\$42,991,606.00		
TASK ORDER (as % of GMP)	5.00%		

CONSTRUCTION MANAGEMENT SERVICES  
MISSOULA MONTANA AIRPORT  
AIP-TBD  
TASK ORDER-43  
NEW PASSENGER TERMINAL BUILDING - EAST CONCOURSE



CONSTRUCTION MANAGEMENT SERVICES

WORK DESCRIPTION	PROJECT MANAGER	AIRPORT ENGINEER	STRUCTURAL ENGINEER	MECHANICAL ENGINEER	ELECTRICAL ENGINEER	LOW VOLTAGE DESIGNER	ENGINEER INTERN	RESIDENT PROJECT REP.	SURVEY MANAGER	SURVEY TECHNICIAN	2-MAN SURVEY CREW	SR. CAD DESIGNER	ADMIN ASSISTANT	TOTAL LABOR HOURS	TOTAL LABOR COST
<b>PROJECT &amp; GRANT MANAGEMENT</b>															
Prepare Task Order, Coordinate w/ Subconsultants	8											2		10	\$1,821.98
Independent Fee Review, Correspondence	2											1		3	\$492.90
Prepare Federal Grant Apps, Sponsor Certs	4	8												12	\$1,870.22
Process Contractor Pay Request (40-total)	40													40	\$8,361.70
Prepare FAA Reimbursement Requests (40-total)	40												20	60	\$9,858.07
Review Contractor Certified Payrolls								8					40	48	\$4,004.76
Building Permit Review, Coordination w/ City	2	1	1	1	1	1	4						1	12	\$1,544.40
Project Coordination (MSO, FAA, Contractor)	40												40	80	\$11,354.43
<b>SUBTOTAL</b>	<b>136</b>	<b>9</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>104</b>	<b>265</b>	<b>\$39,308.45</b>
<b>CONSTRUCTION MANAGEMENT</b>															
Pre-Construction Conferences	12	2	2	2	2	2	8	12						42	\$6,129.54
Revie Contractor Safety Compliance Doc.	1	1					1							3	\$437.78
Review Construction Shop Drawings/Submittals	40	20	40	40	40	20	520						20	740	\$82,245.12
Respond to Construction RFIs & PCOs	40	20	40	40	40	20	480						20	700	\$78,265.98
Construction Administration (170-weeks)	340	80	80	80	80	80	360						80	1180	\$165,158.81
Construction Observation (800-days)	800							3200						4000	\$572,043.15
Weekly Construction Meetings (170-weeks)	170							170						340	\$57,042.71
Construction Site Visits & Inspection Reports		20	40	40	40	40	120							300	\$35,495.62
Punchlist/Substantial/Final Completion Inspections	40	4	4	8	8	8	24	40						136	\$19,940.35
<b>SUBTOTAL</b>	<b>1443</b>	<b>147</b>	<b>206</b>	<b>210</b>	<b>210</b>	<b>170</b>	<b>1513</b>	<b>3422</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>120</b>	<b>7441</b>	<b>\$1,016,759.05</b>
<b>CONSTRUCTION STAKING</b>															
Control Verification									1	1	4	1		7	\$1,054.10
Demolition Extents Layout									1		8	1		10	\$1,545.66
Excavation Staking									1		20	4		25	\$3,791.64
Shoring Layout									1	2		1		4	\$562.54
Sub-Drain Layout									1		8	1		10	\$1,545.66
Building Grid Layout									2		8	2		12	\$1,780.50
Pier Layout (285 total piers)									2		24	4		30	\$4,588.64
Pier Verification - Top Pier Finished Elevation									2		16	2		20	\$3,091.31
Course Verification - Finished Subgrade									2	4		2		8	\$1,125.09
Course Verification - Finshed Structural Fill									2	4		2		8	\$1,125.09
Storm Drain Layout (including structures)									1		4	1		6	\$890.25
Water Service Layout (including structures)									1		2	1		4	\$562.54
Sanitary Sewer Layout (including structures)									1		2	1		4	\$562.54
Ramp/Site Lighting Layout									1	4		1		6	\$890.25
Site-Civil Staking									2	40		4		46	\$7,210.27
Course Verification - Finished Base Course									2		8	1		11	\$1,687.24
Course Verification - Finished Asphalt									2		8	1		11	\$1,687.24
Course Verification - Finished P-501									2		8	1		11	\$1,687.24
Jet Bridge Layout									1	4		1		6	\$890.25
Construction Inspection Verification Surveys									8	40		8		56	\$8,432.81
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>99</b>	<b>120</b>	<b>40</b>	<b>0</b>	<b>295</b>	<b>\$44,710.88</b>
<b>PROJECT CLOSEOUT</b>															
Prepare Grant Closeout Reports (8-total)	120	16					40	8					8	192	\$32,742.90
Review Testing Summaries, DBE, Lien Releases							4	4					2	10	\$1,053.56
Review O&M, Maintenance Programs, etc.		1	1	1	1	1	4						1	10	\$1,126.32
Prepare Record Drawings		1	2	2	2	1	16	2				16		42	\$4,369.63
Closeout Checklist	1						1						1	3	\$383.34
Prepare Final Project Closeout Report	16						4						2	22	\$3,892.23
<b>SUBTOTAL</b>	<b>137</b>	<b>18</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>69</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>14</b>	<b>279</b>	<b>\$43,567.98</b>
<b>TOTAL LABOR HOURS</b>	<b>1716</b>	<b>174</b>	<b>210</b>	<b>214</b>	<b>214</b>	<b>173</b>	<b>1586</b>	<b>3444</b>	<b>36</b>	<b>99</b>	<b>120</b>	<b>56</b>	<b>238</b>	<b>8280</b>	<b>\$1,144,346.37</b>

SUMMARY OF ESTIMATED LABOR COSTS			
NEW PASSENGER TERMINAL BUILDING - EAST CONCOURSE	HOURS	LABOR RATE	TOTAL COST
PROJECT MANAGER	1716	\$209.04	\$358,716.88
AIRPORT ENGINEER	174	\$129.26	\$22,490.58
STRUCTURAL ENGINEER	210	\$145.15	\$30,481.00
MECHANICAL ENGINEER	214	\$119.71	\$25,617.80
ELECTRICAL ENGINEER	214	\$114.47	\$24,497.02
LOW VOLTAGE DESIGNER	173	\$145.00	\$25,084.65
ENGINEER INTERN	1586	\$99.48	\$157,772.87
RESIDENT PROJECT REP.	3444	\$126.50	\$435,675.87
SURVEY MANAGER	36	\$141.59	\$5,097.10
SURVEY TECHNICIAN	99	\$163.85	\$16,221.37
2-MAN SURVEY CREW	120	\$163.85	\$19,662.26
SR. CAD DESIGNER	56	\$93.25	\$5,222.20
ADMIN ASSISTANT	238	\$74.82	\$17,806.77
<b>TOTAL LABOR COSTS</b>	<b>8280</b>		<b>\$1,144,346.37</b>

SUMMARY OF DIRECT EXPENSES				
NEW PASSENGER TERMINAL BUILDING - EAST CONCOURSE	QTY	UNIT	RATE	TOTAL COST
Vehicle (Company)	1000	Mile	\$0.67	\$670.00
Meals	0	Person/Day	\$40.00	\$0.00
Lodging	0	Night	\$150.00	\$0.00
Survey Supplies	1	Lump Sum	\$500.00	\$500.00
Survey Equipment	20	Day	\$240.00	\$4,800.00
Printing	7500	Each	\$0.15	\$1,125.00
Miscellaneous	1	Lump Sum	\$732.50	\$732.50
<b>TOTAL - DIRECT EXPENSES</b>				<b>\$7,827.50</b>

OUTSIDE SERVICES (SUBCONSULTANTS)				
NEW PASSENGER TERMINAL BUILDING - EAST CONCOURSE	QTY	UNIT	RATE	TOTAL COST
Architectural (A&E Architects)	1	Lump Sum	\$750,000.00	\$750,000.00
Architectural (KPA Group)	1	Lump Sum	\$40,000.00	\$40,000.00
Landscape Architect (Fields Studio)	1	Lump Sum	\$10,000.00	\$10,000.00
Baggage Handling (Swanson-Rink)	1	Lump Sum	\$25,000.00	\$25,000.00
<b>TOTAL - OUTSIDE SERVICES</b>				<b>\$825,000.00</b>

FEE SUMMARY	
NEW PASSENGER TERMINAL BUILDING - EAST CONCOURSE	
TOTAL LABOR COSTS	\$1,144,346
TOTAL DIRECT EXPENSES	\$7,828
TOTAL COSTS	<u>\$1,152,174</u>
FIXED FEE	\$172,826
TOTAL OUTSIDE SERVICES	\$825,000
<b>TOTAL FEE - CONSTRUCTION MANAGEMENT SERVICES</b>	<b>\$2,150,000</b>



## Missoula County Airport Authority

### Agenda Action Sheet

Meeting Date: March 29, 2022

1. **TITLE:** Rising Fast Custodial Services Contract Addendum for new Terminal  
  
Review, discussion, and possible approval of Addendum to Rising Fast Custodial Services Contract for 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:** In Spring 2018, staff issued a Request for Proposals for cleaning services for the airport buildings. At that time, we were in the design phase for the new terminal but had not yet begun any work. We received two bids – one from Rising Fast for \$18,260 per month for all five years and one from American Facility Services for \$31,206.81 per month for the first three years and \$32,767.16 for the last two years. Rising Fast was awarded the bid and a five-year contract was signed in May 2018. The contract runs through June 30, 2023. Pursuant to both bids received, the terminal comprises approximately 89% of the total contract.  
  
Staff prepared a revised Scope of Services for the new terminal and requested that Rising Fast provide a bid for cleaning the new terminal beginning May 1, 2022. The new terminal includes more square footage, more glass, more common areas, etc. Consequently, Rising Fast's bid came in significantly higher than staff had anticipated at \$43,950 per month. After discussion with Rising Fast, they agreed to reduce the amount to \$35,600 per month. As this is still a significant increase, staff reviewed all factors, including Rising Fast's history of providing superior service at the Missoula Airport; the cost of buying out the remaining 14 months of Rising Fast's contract should we re-bid the custodial services; the likelihood of receiving lower bids given the bids received in 2018; and the fact that custodial services will have to be re-bid in a year. After discussion with the Board Chair and Executive Committee, it was determined to bring the Addendum to the full Board for consideration.  
  
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5. **BUDGET INFORMATION:** FY22 - additional \$35,000 (May/June) In Budget  
  
FY 23 – accounted for in budget
6. **SUPPLEMENTAL AGENDA INFORMATION:** Addendum to Custodial Services Agreement.
7. **RECOMMENDED MOTION:** Move to approve Rising Fast Custodial Services Contract Addendum for new Terminal in the amount of \$35,600 per month.
8. **PREPARED BY:** Lynn Fagan, Administrative Manager

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## ADDENDUM TO CUSTODIAL SERVICES AGREEMENT

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THIS **ADDENDUM TO CUSTODIAL SERVICES AGREEMENT** is made and entered into this \_\_\_ day of March, 2022, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA"), a municipal airport authority organized under Montana law, and Rising Fast Maintenance, LLC ("Rising Fast" or "Contractor"), a Montana limited liability company.

### Recitals

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport");
2. MCAA entered into a Custodial Services Agreement with Rising Fast in May 2018 ("the Agreement") after publishing a Request for Proposals for qualified custodial services and reviewing all submissions;
3. Since 2018, MCAA has completed construction of a new passenger terminal facility and plans to move from its current location to the new facility in early May 2022;
4. The new facility has required an amendment to the Scope of Services and is larger than the current location;
5. The parties have agreed to amend the Custodial Services Agreement as set forth below for the final year of the Agreement;

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Scope of Services. The Scope of Services is amended by replacing the Exhibit A from the original Contractor with Exhibit A-2022, attached and hereby incorporated into this Agreement and made a part hereof.
2. Fees. Fees shall be amended to the rate of \$35,600 per month. Fees for sub-contracted window cleaning shall be billed to MCAA pursuant to the Window Cleaning Proposal for Missoula Montana Airport received from Spectrum Window Cleaning, attached and hereby incorporated into this Agreement and made a part hereof.
3. Merger. This Addendum contains the entire understanding of the parties with respect to the amendments to the Agreement. All terms of the Agreement not specifically amended herein shall remain in full force and effect. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of the Addendum will govern.

MISSOULA COUNTY AIRPORT AUTHORITY

RISING FAST MAINTENANCE, LLC

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Brian Ellestad, Airport Director

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Ralph Gentile

**MISSOULA COUNTY AIRPORT AUTHORITY  
CUSTODIAL SERVICES  
SCOPE OF SERVICE  
EXHIBIT A - 2022**

**Terminal:**

**Basement areas:**

❖ **Building Maintenance Breakroom & Offices once per week:**

- Empty all trash cans (wash if any liquid spills), replace liners as needed
- Wipe down table & kitchen counter
- Vacuum all carpeted areas
- Mop all tiled areas
- Clean & sanitize restroom (sink, toilet, shower)
- Refill all dispensers (i.e., toilet paper, paper towels, hand soap)
- All trash to be taken to dumpster

❖ **Main hallways and stairwells once per week:**

- Use floor machine to clean concrete flooring
- Sweep and or vacuum stairwells and stair treads
- Remove trash and recycling and take to dumpster or recycling containers

❖ **Basement TSA office spaces and Breakroom Daily needs:**

- Empty all waste baskets (wash if any liquid spills) & replace liners as needed
- Spot clean all glass
- Clean classroom tables (when classes are in session)
- Wipe down table & kitchen counter
- Vacuum all carpeted areas
- Mop all tiled areas
- Clean & sanitize restroom (sink, toilet, shower)
- Refill all dispensers (i.e. toilet paper, paper towels, hand soap)
- All trash to be taken to dumpster or recycling containers

**Main floor areas:**

- ❖ **Main floor restrooms: as needed to keep a clean and fully stocked restroom during heavy flight times with no more than two hours between cleanings. (To include all the public restrooms and the general restroom in the ATO hallway)**

- Clean and sanitize sinks & counter tops
- Clean mirrors & fixtures
- Clean and sanitize baby changing stations
- Scrub and sanitize toilets & urinals (inside and outside)
- Refill all dispensers (i.e., toilet paper, paper towels, hand soap, sanitary bags) as needed
- Empty all waste baskets (wash if any liquid spills), replace liners as needed. Night shift must replace liners after the last flight and when hold room is empty.
- Restrooms will be mopped every 2 hrs.
- Water fountain cleaned & polished
- All trash to be taken to dumpsters
- Keep all janitorial closets stocked, organized & tidy

❖ **Ticketing area/baggage claim area:**

- Straighten all chairs
- Remove all debris left in waiting area after every incoming flight
- Empty all trash/recycling containers every 2 hrs. (wash if any liquid spills), replace liners as needed. Night shift must replace liners after the last flight has arrived and area is empty.
- Spot clean interior glass.
- Vacuum or sweep of staircase and treads going up to second floor located by the escalators.
- Vacuum carpet once per shift
- Clean tile/concrete areas once per shift or as need for weather
- Spot wipe all chairs from any spills/debris
- Vacuum all entrance areas 3-4 times per shift (more if needed depending on weather)
- Sweep 6-10 ft. in front of each outside entrance way once each shift
- Empty exterior trash/recycling containers as needed
- Empty parking lot trash
- Spot clean all entrance doors in/out
- All trash to be taken to dumpster or recycling containers

❖ **Stairwells:**

- Sweep and or vacuum all stairwell's up to top floor once per day

❖ **Airline counters/ATO hallway/ATO office space/TSA screening area:**

- Empty all trash cans (wash if any liquid spills), replace liners as needed
- Gather all recycling and take to recycling containers

- Clean and mop all concrete/tiled floor area
- Vacuum all carpeted area

❖ **Car rental:**

- Empty all trash cans (wash if any liquid spills), replace liners as needed
- Gather all recycling and take to recycling containers
- Clean and mop all concrete/tiled floor area
- Vacuum all carpeted area

❖ **Car Rental restroom trainer:**

- Clean and sanitize sinks & counter tops
- Clean mirrors & fixtures
- Clean and sanitize baby changing stations
- Scrub and sanitize toilets & urinals (inside and outside)
- Refill all dispensers (i.e., toilet paper, paper towels, hand soap, sanitary bags) as needed
- Empty all waste baskets (wash if any liquid spills), replace liners as needed
- Restrooms will be mopped every 2 hrs.
- All trash to be taken to dumpsters
- Keep all janitorial closets stocked, organized & tidy

**Second floor of terminal:**

❖ **Upstairs greeting area/TSA checkpoint area:**

- Straighten all chairs
- Remove all debris left in waiting area after every incoming flight. Not responsible for food vendors leased space.
- Empty all trash/recycling containers every 2 hrs. (wash if any liquid spills), replace liners as needed. Nightshift must replace liners after last flight and hold rooms are empty.
- Spot clean interior glass
- Vacuum carpet once per shift
- Clean tile/concrete floor once per shift
- Spot wipe all chairs from any spills/debris
- Spot clean security exit corridor including cleaning of glass
- Drain and reinstall water disposal station as needed
- All trash/recycling to be taken to dumpster or recycling containers
- Wipe down table & kitchen counter office area
- Vacuum all carpeted areas – office area
- Mop all tiled areas – office area
- Clean & sanitize restroom (sink, toilet, shower) – office area

- Refill all dispensers (i.e., toilet paper, paper towels, hand soap) – office area
- ❖ **Second floor restrooms: as needed to keep a clean and fully stocked restroom during heavy flight times with no more than two hours between cleanings. (To include public and tenant restrooms on both the secure and non-secure area to include the dog relief station)**
- Clean and sanitize sinks & counter tops
  - Clean mirrors & fixtures
  - Clean and sanitize baby changing stations
  - Clean and sanitize floor in dog relief area at least once per shift or as needed.
  - Scrub and sanitize toilets & urinals (inside and outside)
  - Refill all dispensers (i.e., toilet paper, paper towels, hand soap, sanitary bags, dog poop bags) as needed
  - Empty all waste baskets (wash if any liquid spills), replace liners as needed. Nightshift must replace liners after the last flight and when hold room is empty.
  - Restrooms will be mopped every 2 hrs.
  - Water fountain cleaned & polished
  - All trash to be taken to dumpsters
  - Keep all janitorial closets stocked, organized & tidy
- ❖ **Second floor passenger departure gates and outside deck area:**
- Straighten all chairs after every departure flight
  - Remove all debris left in waiting area after every departure flight. Not responsible to clean vendor leased space.
  - Empty all trash/recycling containers after every departure flight (wash if any liquid spills), replace liners as needed. Nightshift must replace liners after the last flight and when hold room is empty.
  - Spot clean all interior glass 2 times per shift
  - Spot clean carpet daily
  - Vacuum carpet 2 times each shift
  - Clean concrete/ tiled area once per shift
  - Spot wipe all chairs from any spills/debris
  - All trash/recycling to be taken to dumpster or recycling container
- ❖ **Public Safety Offices:**
- Empty all trash cans (wash if any liquid spills), replace liners as needed
  - Clean and mop any tile or concrete flooring
  - Vacuum any carpeted flooring
  - Spot clean all glass



### **Third Floor office and waiting spaces:**

#### **❖ Administration Offices to include restrooms, admin conference room and kitchen:**

- Empty all trash/recycling containers (wash if any liquid spills), replace liners as needed
- Clean and sanitize bathroom sinks & counter tops
- Clean bathroom mirrors & fixtures
- Scrub and sanitize toilets & urinals (inside and outside)
- Mop bathroom floors
- Spot clean all glass including stair rails from second floor
- Vacuum or sweep stair treads once per day.
- Wipe down table & kitchen counter
- Vacuum all carpeted areas
- Mop all tiled/concrete areas
- Clean & sanitize restrooms and mud room (sink, toilet, shower)
- Refill all dispensers (i.e., toilet paper, paper towels, hand soap)
- All trash/recycling to be taken to dumpster or recycling container

#### **❖ Board Conference Rooms:**

- Wipe all tables
- Empty all waste baskets (wash if any liquid spills) & replace liners as needed
- Vacuum carpet
- Spot wipe all chairs from any spills/debris
- Spot clean all glass

#### **❖ Waiting areas:**

- Straighten all chairs
- Remove all debris left in waiting area.
- Empty all trash/recycling containers every 4 hrs. (wash if any liquid spills), replace liners as needed
- Spot clean interior glass
- Vacuum carpet once per shift
- Spot wipe all chairs from any spills/debris
- All trash/recycling to be taken to dumpster or recycling containers

#### **❖ Services to be completed once per week:**

- Vacuum 4 loading Bridges

- Empty exterior smoke receptacles
- Clean floor in bag-make up room using provided equipment

❖ **Services to be completed monthly:**

- All restroom walls and floors scrubbed & completely disinfected
- Mop all stairwell treads
- Wipe down all waiting area chairs including legs
- Dust TV's, flight schedule screens

❖ **Services to be completed every two (2) months:**

- Shampoo all departure gates
- Shampoo carpet in main lobby & all waiting areas

❖ **Services to be completed every six (6) months:**

- Shampoo carpet in all conference rooms
- Shampoo carpet TSA screening area
- Shampoo all jet boarding bridge carpets

❖ **Services to be completed once per year:**

- Shampoo carpet TSA Office spaces, TSA break room and training room, Administration office
- Deep clean and sanitize Administration restrooms
- Deep clean and sanitize FAA break room and both restrooms

❖ **5 Story Flight Control Tower (7 times per week):**

- Empty all trash cans (wash if any liquid spills), replace liners as needed
- Clean & sanitize two (2) sets of restrooms
- Refill all dispensers (i.e. soap, toilet paper, paper towels)
- Vacuum all carpeted areas
- Mop all tiled areas
- Wipe down table/countertop in break room
- Sweep stairwells twice monthly
- Keep supply closet stocked, organized & tidy
- Apply stainless steel cleaner to elevator two (2) times monthly
- All trash to be taken to dumpster

❖ **Fire Station Building (once per week):**

- Clean & sanitized six (6) separate restrooms (sinks, toilets, urinals, shower)
- Refill all dispensers (i.e. toilet paper, paper towels, hand soap, sanitary bags) as needed
- Empty all trash cans (wash if any liquid spills), replace liners as needed
- Wipe down table & kitchen counters
- Spot clean all glass doors
- Mop all tiled floor areas including stairs
- Vacuum all carpeted areas including entrance rugs
- Wash interior/exterior windows once per month (weather permitting)
- All janitorial closets to be kept stocked, orderly & tidy
- All trash to be taken to dumpster

❖ **To be completed By Sub-Contractor every (4) months -**

- All interior and exterior windows will be professionally cleaned.

## Missoula County Airport Authority

### Agenda Action Sheet

Meeting Date: March 29, 2022

1. **TITLE:** Maintenance Agreement for the Escalator's and Elevator's located in the new Terminal  
  
Review, discussion and possible approval of the maintenance agreement between KONE and the airport specific to the airport and matters related thereto. **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)  
UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORT  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 10 Minutes
4. **BACKGROUND INFORMATION:** With the purchase and installation of one new freight elevator, one new passenger elevator, and two new escalators this agreement will take us through the warranty period, to the 5-year load test that is required by code. This agreement will cover the general monthly maintenance, the 24-7 connected service, emergency phone monitoring in the elevators, wireless phone services and the required yearly testing and cleaning. The 24-7 KONE connected service is a proprietary program that was purchased through the Terminal project for advanced troubleshooting on all the equipment.
5. **BUDGET INFORMATION:**  
Amount Required: \$39,200.76 annual with a 4% yearly max rate increase  
Budget amount available: \$39,200.76 located in line-item budget for next year
6. **SUPPLEMENTAL AGENDA INFORMATION:**  
Contract attached.
7. **RECOMMENDED MOTION:** Move to approve contract with KONE in the amount of \$39,200.76
8. **PREPARED BY:** Thad Williams, Facility Operations Manager
9. **COMMITTEE REVIEW:** N/A

# KONE CARE™ 24/7 CONNECT

## **KONE Care™ Maintenance Agreement**

**Prepared for:** MISSOULA COUNTY AIRPORT - Thad Williams

**Date:** February 14, 2022

**Issued by:** Corey Raino



February 14, 2022  
Airport Terminal Project - 1 pass, 2 esc, 1 freight  
 , Montana,

**KONE**  
Seattle  
111 N Vista Ste 1-E  
Spokane Valley, WA  
Phone: 509-998-6738  
Fax:  
corey.raino@kone.com

Attn: Thad Williams

Re: KONE Care™ Maintenance Agreement  
Airport Terminal Project - 1 pass, 2 esc, 1 freight

Dear Thad Williams,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Airport Terminal Project - 1 pass, 2 esc, 1 freight.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services.. Please let me know if you would like to learn more about this service.

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 509-998-6738.

Respectfully,

Corey Raino  
Sr. Sales Consultant  
KONE



**Purchaser ("Purchaser"):**  
 MISSOULA COUNTY AIRPORT  
 5225 HIGHWAY 10 WEST  
 MISSOULA, Montana 59808-9515

**Service Location ("Premises"):**  
 Airport Terminal Project - 1 pass, 2 esc, 1  
 freight  
 , Montana

**KONE Inc. ("KONE")**  
 Seattle  
 111 N Vista Ste 1-E  
 Spokane Valley, WA 99212

**TENDER DATE:** 02/14/2022

**EFFECTIVE DATE:** 01/15/2023

## SCOPE OF SERVICES

### 1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
KONE	Escalator		2
KONE	Elevator	MRL	1
Minnesota/VMI	Elevator	Hydraulic	1

### 2. SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

#### A. Escalators

##### 1. Control System

All control system components.

##### 2. Drive Machinery And Motor Equipment

All drive machine components. The gear case will be drained and flushed as needed to remove sediment and grit and refilled with new gear oil.

##### 3. Wiring

All control wiring and all power wiring from the equipment input terminals to the motor.

##### 4. Handrail Drive System

Handrail and all handrail drive components.

##### 5. Safety Switch System

Missing step detector, handrail speed detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

##### 6. Guidance And Alignment Systems

All step chains, guidance and alignment components and demarcation lights. Balustrades and decks will be examined and adjusted, aligned, and fastened as needed.

#### B. MRL Elevators

##### 1. Relay Logic Control System

All control system components.

##### 2. Microprocessor Control System

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

##### 3. Gearless Machines Components

All MRL machine components.

##### 4. Hoistway and Pit Equipment

All elevator control equipment and buffers.

##### 5. Rails and Guides

Guide rails, guide shoe gibs, and rollers

##### 6. Ropes

Hoist ropes, governor ropes, and compensation ropes.

##### 7. Wiring

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

8. **Door Equipment**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

9. **Manual Freight Door Equipment**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

10. **Power Freight Door Equipment**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

11. **Signals and Accessories**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. **Car Equipment**

All elevator control system components on the car.

C. **Hydraulic Elevators**

1. **Relay Logic Control System**

All control system components.

2. **Microprocessor Control System**

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

3. **Power Unit**

Pump, motor, valves, and all related parts and accessories.

4. **Hoistway and Pit Equipment**

All elevator control equipment and buffers.

5. **Rails and Guides**

Guide rails, guide shoe gibs, and rollers

6. **Wiring**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

7. **Door Equipment**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

8. **Manual Freight Door Equipment**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

9. **Power Freight Door Equipment**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

10. **Hydraulic System Accessories**

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

11. **Signals and Accessories**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. **Car Equipment**

All elevator control system components on the car.

3. **TESTING**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

**Regular Time Coverage** - (Up Escalator; Down Escalator; Passenger Elevator #1; Passenger Elevator #2)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

**Travel Time & Expenses** - (Up Escalator; Down Escalator; Passenger Elevator #1; Passenger Elevator #2)

Purchaser will not be billed for travel time or expenses to and from the site for service requests covered under the scope of work.

**6. REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

**7. EXCLUSIONS**

The following are excluded from the scope of services:

**A. GENERAL**

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

**B. OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

**C. ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.
2. The following is excluded from Passenger Elevator #2 : Hydraulic Piston(s) and Jack Packing.

#### **D. ESCALATOR**

1. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work.
2. KONE's price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during KONE's technical survey, Purchaser will immediately remove the unit from service until repairs are performed. Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposal. If Purchaser does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Agreement without penalty.
3. Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

#### **8. REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

#### **9. SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

#### **10. NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

#### **11. THIRD PARTY SERVICES**

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

#### **12. NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

# TERMS AND CONDITIONS

## 1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

## 2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

## 4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

## 5. PAYMENT TERMS

Payment is due net ten (10) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

## 6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

## 7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.



## 8. INSURANCE AND INDEMNIFICATION

Purchaser will name KONE as an additional insured on its insurance policy.

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

## 9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

## 10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

## 11. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

## 12. VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the KONE office as set forth on Page 1.

## 13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

## 14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

## PRICE

\$3,266.73 per month payable by Purchaser annually in advance (\$39,200.76 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$3,266.73 per month	
Semi-Annual in advance payment	3% Increase	\$3,364.73 per month	
Quarterly in advance payment	6% Increase	\$3,462.73 per month	
Monthly in advance payment	8% Increase	\$3,528.07 per month	

MISSOULA COUNTY AIRPORT

-----  
(Signature of Authorized Representative)

-----  
(Print Name)

-----  
Title

-----  
Date

Respectfully submitted,

Corey Raino

KONE Inc.

-----  
(Approved by) Authorized Representative

-----  
Title

-----  
Date

## KONE Care Value Added Services

*These services are offered to improve the quality and transparency of the KONE service delivery experience.*

### **TESTING**

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

**1. Up Escalator**

CAT1 Escalator Test 12 Mo - An annual escalator test as required by applicable code.

**2. Down Escalator**

CAT1 Escalator Test 12 Mo - An annual escalator test as required by applicable code.

**3. Passenger Elevator #1**

CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.

CAT5 Traction Test 60 Mo - A five (5) full load test as required by applicable code.

**4. Passenger Elevator #2**

CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

CAT5 Hydraulic Test 60 Mo - A five (5) year pressure relief test as required by applicable code.

### **24/7 CONNECTED SERVICES**

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below are included with this service agreement. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
3. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

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**A. KONE Care - Emergency Phone Monitoring**

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

**B. KONE Care - Wireless Phone Provider Service**

If Wireless Phone Provider Service is selected, then KONE provides the phone connection via a KONE provided wireless service device and the phone connection must be programmed to the KONE Customer Care Center. KONE Care - Emergency Phone Monitoring is required (see A. above for description of services). Customer is advised not to disconnect any land line service to the equipment until KONE has installed and provisioned a new wireless 4G device. Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. Kone is not liable for any damages relating to lack of network coverage at the site of the equipment, due to tampering with the remote monitoring device, interoperability, service defects, service levels, delays, service errors, interruptions or any other reason outside of Kone's reasonable control. KONE reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

**C. KONE Care 24/7 Connect - Performance Analytics**

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7

Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

4. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
Up Escalator				X
Down Escalator				X
Passenger Elevator #1		X	X	X
Passenger Elevator #2		X	X	X

5. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
6. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
7. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
8. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. In the event this 24/7 Connected Services contract is cancelled within 5 years of this contract effective date, KONE will be reimbursed \$3500 per unit. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
9. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

## **Attachment "A"**

### **Amendments to Service Agreement**

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

#### **Service Visits**

KONE will perform monthly examinations for the duration of service agreement.

#### **Escalation Cap**

4% yearly escalation cap

#### **Special Billing Rates**

A 20% discount will apply to KONE's current hourly billing rate for any billable items.

#### **Service Request Response Times**

KONE will respond to service requests received through the KONE Service Center during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed within 1 hour(s). KONE will respond to service requests received through the KONE Service Center outside these regular working hours within 2 hour(s). Response time is calculated as the time between receipt of the service request at the KONE Service Center and the time the technician arrives at the premises. If KONE fails to meet the Service Request Response Time, KONE will issue Purchaser a credit of \$25.00 per incident.

#### **Entrapment Service Request Response Time**

KONE will respond to service requests for entrapments received through the KONE Service Center during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed within 1 hour(s). KONE will respond to service requests for entrapments and through the KONE Service Center outside these regular working hours within 2 hour(s). If KONE fails to meet the Entrapment Service Request Response Time, KONE will issue Purchaser a credit of \$25.00 per incident.

Section 6. Reporting Services – We accept the change from, "KONE may" to "KONE shall provide Purchaser with access..."

Section 9. Safety. In third paragraph, second sentence, delete as noted below: "To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue..." **KONE agrees to remove the word Oral from this sentence.**

#### **KONE General or Sales Manager Authorization**

.....  
Signature

## **CUSTOMER INFORMATION**

<b>Who is the agreement with?</b>				
Legal Name of the Company:				
Address:				
City:	State:	Zip:		
Contact Name:	Title:			
Phone:	Fax:			
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)				
Federal tax ID #:				

<b>Where should the invoice be sent?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

<b>Who will be responsible for paying the invoices?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

## **Remote Monitoring Service Voice Link and Wireless Phone Service**

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
<b>First Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Second Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Third Point of Contact (Optional)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Local Emergency Authorities (Required)</b>		
Fire Department Phone #:	Police Department Phone #:	



## Missoula County Airport Authority

### Agenda Action Sheet

Meeting Date: March 29, 2022

1. **TITLE:** ARINC Lease Agreement for new terminal  
  
Review, discussion, and possible approval of ARINC Lease Agreement for 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:** ARINC currently has a Lease agreement which allows them to have communication equipment in the basement of the terminal and an antenna on the roof. Through this system, they provide information to the airlines. The current lease expires on April 30, 2021, which coincides nicely with the move into the new terminal building. The new lease provides ARINC with space in the server room in the basement of the terminal and roof space for their antenna. The term is for one year but is automatically renewable for up to five consecutive one-year terms. Current rent is \$697.65 per year. After applying the Consumer Price Index to that rate, it has been increased to \$800 per year. Each successive year that the lease is renewed will include a CPI increase to the rate.
5. **BUDGET INFORMATION:** \$800.00 annually
6. **SUPPLEMENTAL AGENDA INFORMATION:** ARINC Lease Agreement.
7. **RECOMMENDED MOTION:** Move to approve the Lease Agreement with ARINC Inc.
8. **PREPARED BY:** Lynn Fagan, Administrative Manager

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## LEASE AGREEMENT

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THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("Lessor" or "MCAA") and ARINC INCORPORATED, a Delaware corporation registered to do business in Montana ("Lessee" or "ARINC").

### Recitals

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport");
2. ARINC has leased space in the Airport terminal, which lease is expiring on April 30, 2022;
3. MCAA has constructed a new terminal building and ARINC desires to lease space in the new terminal;

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 both parties, the parties agree as follows:

1. Lease. Lessor grants to Lessee the use of the Leased Property as described below for the limited purposes and uses as set forth in this Agreement.
2. Leased Property. The property leased shall consist of ten square feet of floor area located in the terminal basement Communication room at the Airport and exterior rooftop space for installation and operation of Lessee's associated communications antennae.
3. Term. The term of this Agreement shall commence on May 1, 2022 and shall terminate at 11:59 p.m. on June 30, 2023 unless terminated sooner pursuant to the provisions of this Agreement. Thereafter, the Lease Term shall automatically renew for up to five successive one-year terms unless either party provides notice to the other at least ninety (90) days prior to the termination date.
4. Holding Over. In the event Lessee shall hold possession of the Leased Property after expiration or termination of this Agreement, then such holding shall be a holdover tenancy from month to month and is otherwise governed by 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 of the Leased Property by Lessee after expiration or termination of this Agreement is in strict compliance with the conditions, restrictions, limitations and covenants of this Agreement governing Lessee's use of the Leased Property.
5. Rents and Fees. Effective May 1, 2022, Lessee agrees to pay to the MCAA rent in the amount of \$800 per year for the Leased Property ("Rent"), payable in advance. The first

payment of Rent shall be made within thirty (30) days after the Term commencement date and subsequent payments shall be due by May 1.

- a. Rent Adjustments. The amount of the Rent shall be adjusted annually, effective May 1<sup>st</sup>, by a percentage equal to the percentage change in the Consumer Price Index (U.S. Department of Labor, Consumer Price Index, All Urban Consumers, All Items, U.S. City Average, Not Seasonally Adjusted, 1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (referred to in this Agreement as the "Index") between January of the prior year and January in the year of the adjustment. If the Index ceases to be published by the United States Department of Labor, Bureau of Labor Statistics, or a significant change is made in the manner in which the Index is calculated, then the parties agree to substitute the most nearly equivalent cost of living index which is published by the United States Department of Labor, its successor, or a similar agency.
  - b. Other Fees. All operations of Lessee conducted under this Agreement are subject to all other normal and customary fees as may be established and set by MCAA from time to time and which are applicable to Lessee's operations, including but not limited to landing fees and/or fuel flowage fees. Lessee shall comply with all reporting procedures which have been or may be established by the Lessor regarding such fees. Any such fees owed by Lessee will be billed on at least a quarterly basis and are due upon receipt of the invoice. Lessor reserves the right to conduct such audits and inspections of Lessee's records as may be reasonably required to determine compliance with reporting requirements for any of Lessee's operations at the Airport.
  - c. Late Charge. Lessee must pay a late charge of ten cents (\$.10) for each one dollar of each payment that is more than twenty (20) days in arrears. Any payment made after that date will not be considered complete unless it includes this late payment charge. Late charges accrue interest at the rate set forth in this Agreement from the date due until paid. Lessee will be in default under this Agreement until the late charges are paid in full.
  - d. Place of Payment. 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.
  - e. Utilities. Lessee, at its expense, may arrange for such telephone and communication service as it may require for the Leased Property. Electric power shall be paid for by Lessor and is included in the rent.
6. Use of Leased Property. Lessee's use of the Leased Property pursuant to this Lease is limited to its communications equipment serving the aviation industry. Lessee may install,

operate, maintain, store and remove such communications equipment as may be necessary to its business, including transmitters, receivers, power supplies and antennas.

In the event Lessor requires the Leased Property for its purposes during the Lease Term, Lessor shall have the right, subject to sixty (60) days prior written notice to Lessee, to relocate Lessee's equipment to a substantially similar space on Airport, subject to the technical requirements of Lessee. In the event Lessor is not able to relocate Lessee to a suitable space, either party may terminate this Lease, without further liability or obligation to each other, upon ninety (90) days written notice.

No other uses or operations are permitted under this Agreement without the prior written approval of Lessor. Lessee must submit to Lessor a detailed written description of proposed new uses or operations. Lessor's consent will not be unreasonably withheld provided that the new use or operation is:

- a. Consistent with MCAA's overall mission;
- b. In compliance with MCAA's grant assurances to the FAA;
- c. Compatible and consistent with current and planned future uses of the Airport's facilities and property;
- d. In compliance with all applicable federal, state and local laws, regulations and/or ordinances; and
- e. Consistent with MCAA policies as they may exist at the time of the proposed new use or operation.

Subject to Airport security regulations, Lessee shall have access to the Leased Property twenty-four (24) hours a day, seven (7) days a week for the purpose of routine maintenance upon providing Lessor with twelve (12) hours prior notice. Lessor shall use its best efforts to cause Lessee to have immediate access to the Premises at all hours of the day or night, seven (7) days a week for emergency repairs only, upon reasonable notice to Lessor.

7. Applicable Laws. The 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 Airport Authority. Lessee agrees to comply with all such laws and regulations in all its operations on and uses of the Leased Property, including MCAA's Primary Guiding Documents. Lessee is bound by and subject to the provisions of the Primary Guiding Documents.
8. MCAA's Reserved Rights. MCAA reserves the following rights:
  - a. 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 Leased Property, 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.

- b. The right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers or drains, pipelines, telephone and power lines and other such utility or service lines with necessary or convenient equipment and accessories over, in, upon, through, across, and along the Leased Property or any part thereof as will not unreasonably interfere with Lessee's operations under this Agreement and to enter upon the Leased Property for any and all such purposes. MCAA further reserves the right to grant franchises, easements, rights-of-way and permits in, over and upon, along or across any and all such portions of the Leased Property as MCAA may elect so to do.
  - c. The right to further develop or improve its property as it sees fit regardless of the desires or views of Lessee and without interference or hindrance from Lessee.
  - d. The right to grant easements, rights of way and permits in, over and upon, along or across any and all such portions of the Leased Property as Lessor may elect to do. The exercise of any rights under this sub-section are subject to the following conditions:
    - i. No right of the Lessor provided for herein shall be exercised so as to interfere unreasonably with the Lessee's operations under this Agreement.
    - ii. Lessor agrees to consult with Lessee concerning construction activities which may impact Lessee's operations.
    - iii. Lessor agrees that any right as set forth herein shall not be exercised unless a prior written notice is given to Lessee.
    - iv. Lessor agrees that it will cause the surface of the Leased Property to be restored to its previous condition upon the completion of any required construction.
  - e. Notwithstanding anything contained in this Agreement that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement for Lessee to use portions of the Airport outside the Leased Property are non-exclusive. MCAA reserves the right to grant similar privileges or leases to another operator or other operators on other parts of the Airport including for operations the same as or similar to Lessee's.
9. Lease Subordinate to Rights of the U.S. Government. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America relative to the development, operation, or maintenance of the Airport. This Agreement is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.
10. Use of Public Airport Facilities. Lessee 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.

11. Non-Discrimination. Lessee 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 26.

- a. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Lessee 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 Lessee 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. Lessee 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 that it shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- c. Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event such noncompliance is not corrected within thirty (30) days after written notice to Lessee by MCAA, 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.

12. Obligations of MCAA.

- a. MCAA covenants and agrees that upon execution of this Agreement, the Missoula County Airport Authority is the owner of the Leased Property 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 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 access to the Terminal building and terminal ramp in good and adequate condition for use by vehicles and fuel trucks and shall maintain such access to the Leased

Property during this Agreement, subject to changes, alterations and interruptions in such access as may be necessary during construction, emergencies or special events.

13. Default by Lessee. In the event of a default by Lessee in the performance of any covenant, term, condition, or obligation or violation of any term of this Agreement and such default is not corrected within thirty (30) days after written notice to Lessee by MCAA, MCAA may pursue any and all legal remedies available. If the default is not capable of being corrected within thirty (30) days, then Lessee must commence corrective action within the thirty (30) days and diligently pursue it to completion.
14. MCAA's Rights Upon Default. If the MCAA notifies the Lessee in writing that it is in default under this Agreement, and the Lessee fails to cure the default within the time set forth in the notice, MCAA may, without making further notice or demand upon the Lessee, take any or all of the following actions:
  - a. Leave this Agreement in effect, permit the Lessee to remain in possession of the Leased Property, and bring an action or actions against the Lessee to recover the amounts owed by the Lessee under this Agreement as they become due, and to recover any other amounts necessary to compensate the MCAA for all detriment caused by the Lessee's failure to perform its obligations under this Agreement. The abandonment of the Leased Property by the Lessee will not affect the Lessee's obligations under this Agreement.
  - b. Notify the Lessee in writing that the Agreement is terminated, and demand that the Lessee immediately relinquish possession of the Leased Property. 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 Lessee does not relinquish possession of the Leased Property, the MCAA may enter and take possession of the Leased Property, may remove the property and personnel of the Lessee from the Leased Property at the expense of the Lessee, and may store the Lessee'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 Lessee by such removal. The Lessee agrees to reimburse the MCAA for all expenses of and all damage caused by the repossession of the Leased Property and the removal and storage of the Lessee's property.
  - c. Pursue any and all other rights or remedies available to the MCAA at law or in equity.
15. Notice of Default Fee. If an event of default occurs and the MCAA sends a notice of default to Lessee, Lessee 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.



16. Hold Harmless. Lessee 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 Lessee, its officers, agents or employees in its operations at the Airport. MCAA agrees to indemnify and hold Lessee and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which Lessee, 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 Leased Property.
17. Insurance. During the term of this Agreement, the Lessee will obtain and maintain the following kinds and amounts of insurance with respect to the Leased Property:
- a. Commercial general liability insurance with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around the Leased Property, in an amount not less than one Million Five Hundred Thousand Dollars (\$1,500,000.00) combined single limit of bodily injury and property damage.
  - b. Property and casualty insurance with a reputable company insuring any personal property on the Leased Property 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 Lessee and that MCAA may request in writing.
  - d. Lessee 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 Lessee's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Lessee's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Lessee's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Lessee, its officers, agents or employees in its operations at the Airport.
18. 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:

**Airport Director**

Missoula County Airport Authority  
5225 Highway 10 West Box 25  
Missoula, Montana 59808

**ARINC Incorporated**

2551 Riva Road, MS 5-1B35  
Annapolis, MD 21401-7435  
Attention: Real Estate Dept.

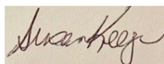
19. Assignment, Subletting and Encumbrances. Any subletting of Lessee's interest in the Leased Property or granting of any liens or encumbrances on the Leased Property or any part or portion thereof must first be approved in writing by MCAA pursuant to MCAA's Primary Guiding Documents. Any new Lessee or sub-Lessee must agree to be bound by and to comply with all provisions of this Agreement and must submit all information and documents required of new Lessees as set forth in the Primary Guiding Documents. MCAA may delegate the authority to approve requests for subletting and or the creation of encumbrances on leased space to its Director.
20. Time. Time is of the essence in this Agreement.
21. 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.
22. 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.
23. Negotiation of This Agreement. The parties acknowledge that this Agreement is the result of substantial negotiations between the parties and should be construed in accordance with the fair intent and meaning of the language, considered in its entirety and not for or against either party, regardless of which party (or which party's attorney) prepared this Agreement. Each party acknowledges that it has consulted with its own attorney in connection with the negotiation of this Agreement.
24. 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.
25. 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.

26. Attorney 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.
27. 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.
28. 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.
29. Waiver. The failure of MCAA or Lessee 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.
30. 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.
31. 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.
32. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes. The delivery of an executed counterpart of this Agreement by facsimile or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

Missoula County Airport Authority

ARINC Incorporated

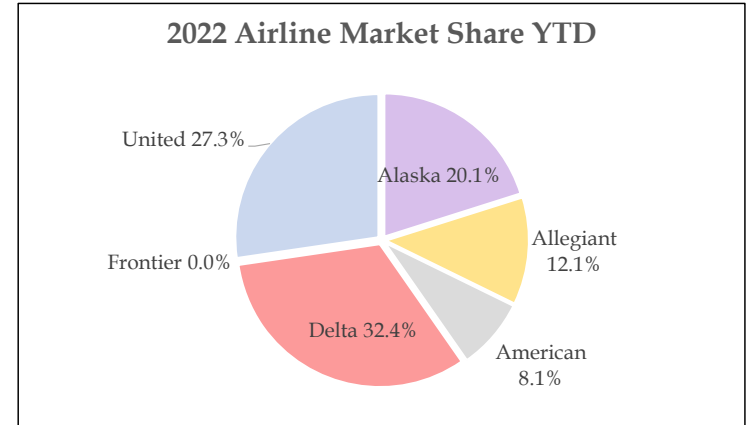
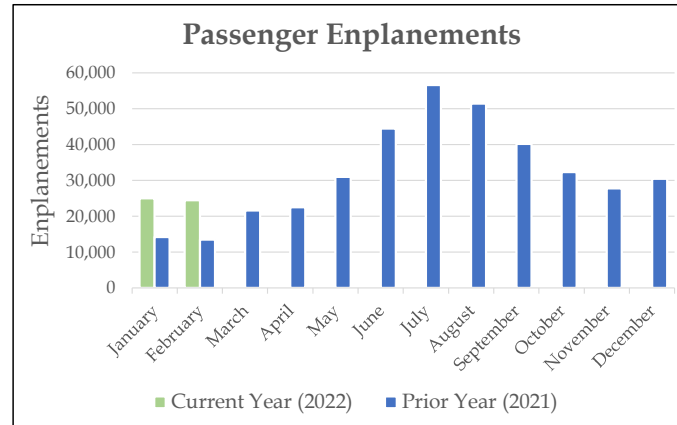
\_\_\_\_\_  
By: Brian Ellestad, Airport Director



\_\_\_\_\_  
By: Susan Keegan  
Its: Vice President

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 84.3% for February -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	536	0	0	0	0	0	0	0	0	0	0	1,102	1%
	Air Taxi	320	388	0	0	0	0	0	0	0	0	0	0	708	-5%
	GA	827	1107	0	0	0	0	0	0	0	0	0	0	1,934	20%
	Military	31	22	0	0	0	0	0	0	0	0	0	0	53	-57%
	Civil	1,055	792	0	0	0	0	0	0	0	0	0	0	1,847	15%
	<b>Total</b>	<b>2022</b>	2,799	2,845	0	0	0	0	0	0	0	0	0	5,644	9%
		<b>2021</b>	2,880	2,293	3,638	3,738	4,233	4,977	5,891	5,128	4,650	3,847	2,827	46,435	
Enplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	4,948	5,016	0	0	0	0	0	0	0	0	0	0	9,964	51%
	Allegiant	2,868	3,132	0	0	0	0	0	0	0	0	0	0	6,000	81%
	American	2,387	1,603	0	0	0	0	0	0	0	0	0	0	3,990	11%
	Delta	7,773	8,245	0	0	0	0	0	0	0	0	0	0	16,018	106%
	Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	United	7,039	6,479	0	0	0	0	0	0	0	0	0	0	13,518	113%
	Charters	0	24	0	0	0	0	0	0	0	0	0	0	24	243%
	<b>Total</b>	<b>2022</b>	25,015	24,499	0	0	0	0	0	0	0	0	0	49,514	79%
		<b>2021</b>	14,156	13,483	21,642	22,460	30,966	44,458	56,566	51,385	40,190	32,330	27,712	385,818	
Deplaned Passengers	LF	<b>2022</b>	79.7%	84.3%										81.9%	
		<b>2021</b>	54.6%	52.0%	58.4%	55.5%	63.7%	64.9%	73.1%	70.5%	68.9%	85.7%	88.9%	69.1%	
	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	4,660	4,923	0	0	0	0	0	0	0	0	0	0	9,583	56%
	Allegiant	2,802	2,867	0	0	0	0	0	0	0	0	0	0	5,669	87%
	American	2,191	1,448	0	0	0	0	0	0	0	0	0	0	3,639	17%
	Delta	7,312	8,349	0	0	0	0	0	0	0	0	0	0	15,661	98%
	Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	United	6,771	6,472	0	0	0	0	0	0	0	0	0	0	13,243	134%
	Charters	0	24	0	0	0	0	0	0	0	0	0	0	24	-79%
Total Pax	<b>Total</b>	<b>2022</b>	23,736	24,083	0	0	0	0	0	0	0	0	0	47,819	84%
		<b>2021</b>	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
T12M															

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

# State of Montana Airline Enplanements

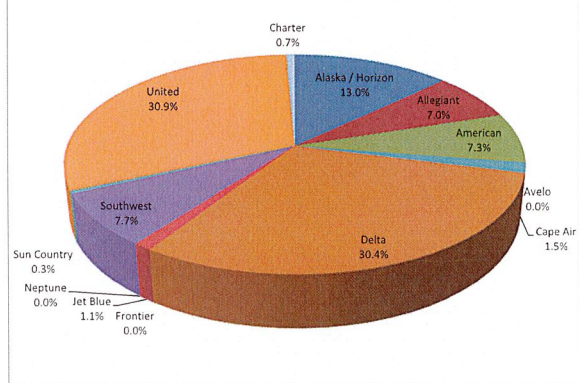
January 2022

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	3,350	2,540	3,455		1,376	7,678	-		4		-	7,208	150	25,761	6,456
Bozeman	7,853	2,806	7,248	-		22,722	-	2,019		13,814	590	25,472	1,027	83,551	9,070
Butte						970						513		1,483	
Glasgow					212									212	
Glendive					146									146	
Great Falls	1,911	2,066				2,532						3,061	-	9,570	
Havre					208									208	
Helena	1,387					2,880						1,991		6,258	2,942
Kalispell	3,804	2,288	-			9,728	-	-			-	9,902	-	25,722	2,278
Missoula	4,948	2,868	2,387			7,773	-					7,039	-	25,015	2,799
Sidney					533									533	
Wolf Point					209									209	
Yellowstone														-	
<b>Total</b>	<b>23,253</b>	<b>12,568</b>	<b>13,090</b>	<b>-</b>	<b>2,684</b>	<b>54,283</b>	<b>-</b>	<b>2,019</b>	<b>4</b>	<b>13,814</b>	<b>590</b>	<b>55,186</b>	<b>1,177</b>	<b>178,668</b>	<b>23,545</b>
<b>Market Share %</b>	<b>13.0%</b>	<b>7.0%</b>	<b>7.3%</b>	<b>0.0%</b>	<b>1.5%</b>	<b>30.4%</b>	<b>0.0%</b>	<b>1.1%</b>	<b>0.0%</b>	<b>7.7%</b>	<b>0.3%</b>	<b>30.9%</b>	<b>0.7%</b>		

Year-to-Date

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	3,350	2,540	3,455	-	1,376	7,678	-		4	-		7,208	150	25,761	6,456
Bozeman	7,853	2,806	7,248	-	-	22,722	-	2,019	-	13,814	590	25,472	1,027	83,551	9,070
Butte	-	-	-	-	-	970	-	-	-	-	-	513	-	1,483	-
Glasgow	-	-	-	-	212	-	-	-	-	-	-	-	-	212	-
Glendive	-	-	-	-	146	-	-	-	-	-	-	-	-	146	-
Great Falls	1,911	2,066	-	-	-	2,532	-	-	-	-	-	3,061	-	9,570	-
Havre	-	-	-	-	208	-	-	-	-	-	-	-	-	208	-
Helena	1,387	-	-	-	-	2,880	-	-	-	-	-	1,991	-	6,258	2,942
Kalispell	3,804	2,288	-	-	-	9,728	-	-	-	-	-	9,902	-	25,722	2,278
Missoula	4,948	2,868	2,387	-	-	7,773	-	-	-	-	-	7,039	-	25,015	2,799
Sidney	-	-	-	-	533	-	-	-	-	-	-	-	-	533	-
Wolf Point	-	-	-	-	209	-	-	-	-	-	-	-	-	209	-
Yellowstone	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>23,253</b>	<b>12,568</b>	<b>13,090</b>	<b>-</b>	<b>2,684</b>	<b>54,283</b>	<b>-</b>	<b>2,019</b>	<b>4</b>	<b>13,814</b>	<b>590</b>	<b>55,186</b>	<b>1,177</b>	<b>178,668</b>	<b>23,545</b>
<b>Market Share %</b>	<b>13.0%</b>	<b>7.0%</b>	<b>7.3%</b>	<b>0.0%</b>	<b>1.5%</b>	<b>30.4%</b>	<b>0.0%</b>	<b>1.1%</b>	<b>0.0%</b>	<b>7.7%</b>	<b>0.3%</b>	<b>30.9%</b>	<b>0.7%</b>		

Market Share  
Current Month



Market Share  
Year-to-Date

