

Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, April 26, 2022
TIME: 1:30 p.m.
PLACE: Airport Administration Conference Room

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

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

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

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

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

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

You can also dial in using your phone.

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

Access Code: 362-010-253

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

- 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 March 29, 2022. **-Pg 3**
- Approval of Claims for Payment – Teri Norcross **-Pg 10**
- Financial Report – Teri Norcross **-Pg 14**
- Director's Report – Brian Ellestad **-Pg 20**
- Legal Report – Lynn Fagan
- Committee Updates –

Business Development Committee: No Activity
Contract and Lease Committee: No Activity
Executive Committee: Met April 26, 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

- Liquid Planet Lease – Outside Coffee Kiosk – Lynn Fagan **-Pg 22**
- Flathead Travel Lease for new terminal – Lynn Fagan **-Pg 39**
- John Horton Lease Agreement for new terminal – Lynn Fagan **-Pg 49**
- Amendment to Faber Food and Beverage Concession Agreement – Lynn Fagan **-Pg 59**
- GSA Lease Amendment No. 3 for South Concourse TSA Lease Space – Lynn Fagan **-Pg 61**

New Business

- Agreement between Local 2457, International Association of Firefighters and Missoula County Airport Authority – Brian Ellestad **-Pg 69**
- Memo of Understanding between the Missoula County Airport Authority and the Montana Federation of Public Employees – Building and Field Personnel – Brian Ellestad **-Pg 99**

Information/Discussion Item(s)

May Board Meeting – Tuesday May 31, 2022 1:30 p.m.
Johnson-Bell Board Room – New Terminal!

MISSOULA COUNTY AIRPORT AUTHORITY
Regular Board Meeting
March 29, 2022
1:30 pm, Airport Board Conference Room

THOSE PRESENT

BOARD:

Chair Adriane Beck
Vice Chair Larry Anderson
Secretary/Treasurer Winton Kemmis
Commissioner Shane Stack via conference call
Commissioner Matthew Doucette via conference call
Alternate Commissioner David Bell via conference call
Honorary Commissioner Jack Meyer via conference call

STAFF:

Director Brian Ellestad
Deputy Director Tim Damrow
Finance Manager Teri Norcross
Administrative Manager Lynn Fagan
Public Safety Chief Justin Shaffer
Facilities Manager Thad Williams
Compliance Officer Jesse Johnson
Office Administrator Donna Marie Robnett via conference call
Accounting Clerk Brianna Brewer via conference call

OTHERS:

Gary Matson, Runway 25 Hangars via conference call
Shaun Shea, Morrison-Maierle
Martin Kidston, Missoula Current via conference call
Steve Conway, Martel Construction via conference call
Colton Mall, Martel Construction via conference call
Bryan Flagg, First Security Bank
Ralph Gentile, Rising Fast
Ben Johnson, Ballard Spahr, via conference call
Travis Frey, Martel Construction via conference call
Cole Jensen, Martel Construction 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.

Chair Adriane Beck noted that an Alternate Commissioner would need to be seated.

Motion: Vice Chair Larry Anderson moved to seat Alternate Commissioner David Bell

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

AGENDA

Motion: Commissioner Matthew Doucette moved to approve the agenda as presented.

Second: Vice Chair Larry Anderson

Vote: Motion Passed Unanimously

PUBLIC COMMENT PERIOD

Chair Adriane Beck asked if there was any public comment on items not on the Board 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 February 22, 2022. There were none.

Motion: Secretary/Treasurer Winton Kemmis moved to approve the minutes of the Regular Board Meeting dated February 22, 2022, as presented.

Second: Commissioner Matthew Doucette

Vote: Motion Passed Unanimously

CLAIMS FOR PAYMENT

Finance Manager Teri Norcross mentioned one item in the Project Checking Account payment from the infrastructure of the new Rental Car Facility. Also, on the General Claims for Payment, Teri requested the Board approve an additional check for First Security Bank in the amount of \$129,784.73 for the quarterly interest on the current 2019 Note.

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

Motion: Vice Chair Larry Anderson moved to approve the Claims for Payment as presented.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

FINANCIAL REPORT

Finance Manager Teri Norcross explained the Accounts Receivable negative balance in the Profit & Loss report for the Concessions. Teri stated that staff issued credit memos for CRRSA & ARPA funds which were allotted to provide relief to the concessionaires. Teri explained the credit memos were issued for the Concessionaires to apply against balances owed to the Airport. Teri will be working on a format for showing year over year comparisons without the credit balances skewing the history.

Teri also brought up on the Balance Sheet that an additional \$1,000,000 was drawn from the 2019 note with a current balance of \$15,480,000.

Chair Adriane Beck asked if anyone had any questions or public comments regarding the Financial Report.

Vice Chair Larry Anderson asked if the Accounts Receivable for Ground Services is a high amount. Teri responded that it is very seasonal and it is a reasonable balance currently. Teri also stated that Office Administrator Donna Marie Robnett has done a good job cleaning up the Accounts Receivable.

Motion: Commissioner Shane Stack moved to accept the Financial Report as presented.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

DIRECTOR'S REPORT

Director Brian Ellestad stated that the focus right now is to get into the new terminal. He mentioned that air service for the summer season went down a bit from 2019 levels. Brian stated we do see some bright spots in our summer schedule. American increased seats with an upgraded aircraft. United then came in with a Saturday service to Chicago. Allegiant also added a Saturday frequency to Phoenix-Mesa. Brian then stated that the American Los Angeles schedule is even better than last year as far as timing with great connections to Hawaii and London. Over Spring break, the parking lot overflowed by 20 spots but there will be an additional 40 spots paved out in the next few weeks.

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 the continuation of the Union Agreement with the Public Safety Officers and are getting close to an agreement with them. Lynn also reported that management had their first Union meeting with Building and Field and she expected that to be done soon as well. Lynn stated they are hoping to have four-year contracts with both Unions. Lynn is also wrapping up some contract and lease changes for the new building. Lynn also reported that there are some staff changes coming up. One of the Airfield Operation Techs will be transferred to the Public Safety department. A posting has been made for the Airfield Operation Tech and because of having our HR consultant in a couple weeks ago we will be posting for a Receptionist position.

Chair Adriane Beck asked if anyone had any questions or public comments regarding the Legal Report.

Vice Chair Larry Anderson asked if Brian could go into a little more detail on the review of the HR consultant that came in. Director Brian Ellestad responded that with his move into his current position, with retirements coming up in a few years, turnover up in the front office, he wanted to evaluate the organizational and management structure. Bethany Williamson from Associated Employers interviewed all the managers, had great things to say about the staff and recommended some tweaks to the front office and then suggested the part time Receptionist. Brian also stated that nothing is coming up for retirements yet but just want to be ahead of the game for when that happens.

COMMITTEE UPDATES

Executive Committee: Met March 29, 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

UNFINISHED BUSINESS

MCAA Resolution No. 2022-03 Supplementing MCAA Resolution No. 2022-01

Finance Manager Teri Norcross explained that staff is working with First Security Bank & Ben Johnson, Airport Bond Counsel, on financing for the next phase of the terminal. Some important dates were mentioned; April 21st is the closing of the note and the first interest payment on this note would be in April of 2023. Teri then mentioned other funding sources for this part of the project would be entitlement funds, the BIL entitlement funds for the next five years and the PFCs. Bryan Flagg from Glacier Corp commented that the financing has already been approved at the local level and the corporate office would be voting on it tomorrow. Bryan stated he was confident it will be approved at the corporate level as well.

Chair Adriane Beck then thanked staff and Bryan Flagg for everything they have done.

Chair Adriane Beck asked if Board members had other questions.

Vice Chair Larry Anderson then thanked the staff and consultants and First Security Bank and stated that this is a big step forward for the Airport and we have a good crew on this project, and he is looking forward to Phase II.

Commissioner Matthew Doucette echoed all the hard work and thanked Bryan Flagg for being a phenomenal partner to this project.

Motion: Alternate Commissioner David Bell moved to approve the 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 subject to Glacier Bank Corp's agreement to the terms.

Second: Secretary/Treasurer Winton Kemmis

Chair Adriane Beck asked if there were any public comments.

Vote: Motion Passed Unanimously

Martel Construction Amendment No. 24 Phase II Guaranteed Maximum Price

Director Brian Ellestad reported Martel went out to bid for Phase II on the terminal project, which consists of two jet bridges plus two ground board positions, permanent baggage claim with two carousels and car rentals. There were multiple bids in each division of work and Martel was overall very happy with the bids. For the most part about 90% contractors that are currently working on the building will be continuing with Phase II, so it should be seamless transition The Guaranteed Maximum Price is \$42,330,278 with an 8% contingency. Shaun Shea with Morrison-Maierle then

added that he believes this is a fair price with inflation and today's market. Brian then added that they did apply for a discretionary grant from the FAA and should know something on that in June or July

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

Chair Adriane Beck then commented on the leg work that was put in to prep the Board with individual workshops.

Motion: Secretary/Treasurer Winton Kemmis moved to approve 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, subject to Glacier Bank Corp's agreement to the terms of MCAA Resolution No. 2022-03.

Second: Vice Chair Larry Anderson

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

Vote: Motion Passed Unanimously

Morrison-Maierle Task Order No. 43 – Phase II Construction Management Services

Director Brian Ellestad reported that Morrison-Maierle has done a great job to date on Phase I of the project and would like to continue the team and have them coordinate the next phase of the project. Shaun Shea with Morrison-Maierle then added they will keep with the part time observation team and inspection. There is no need to add on more hours and Martel has been great to work with and it is a very easy project to manage.

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

Motion: Vice Chair Larry Anderson moved 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), and subject to Glacier Bank Corp's agreement to the terms of MCAA Resolution No. 2022-03.

Second: Secretary/Treasurer Winton Kemmis

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

Vote: Motion Passed Unanimously

Rising Fast Custodial Services Contract Addendum for New Terminal

Administrative Manager Lynn Fagan reported 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.

Chair Adriane Beck asked if there was any Board comment or questions.

Vice Chair Larry Anderson asked Ralph Gentile with Rising Fast how many new hires he plans on having with the new expansion. Ralph responded with probably five new hires.

Motion: Commissioner Matthew Doucette moved to approve the Rising Fast Custodial Services Contract Addendum for new Terminal in the amount of \$35,600 per month.

Second: Alternate Commissioner David Bell

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

Vote: Motion Passed Unanimously

NEW BUSINESS

KONE Maintenance Agreement – escalator and elevators in new terminal

Facilities Manager Thad Williams reported 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.

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

Vice Chair Larry Anderson asked since there is one major elevator if there is a backup for Americans with Disabilities Act issues if something does happen to the elevator.

Director Brian Ellestad then responded saying we do have a secondary elevator that is post security so we would have to escort passengers. There will be secondary elevator pre-security in the new phase that will serve as a backup.

Motion: Alternate Commissioner David Bell moved to approve contract with KONE in the amount of \$39,200.76

Second: Vice Chair Larry Anderson

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

Vote: Motion Passed Unanimously

ARINC Lease Agreement for new terminal

Administrative Manager Lynn Fagan reported 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. Lynn also stated that she checked the rate at a couple different airports and Helena is charging them \$600/year and Bozeman is charging them \$1,200/year so we are right in the middle.

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

Motion: Secretary/Treasurer Winton Kemmis moved to approve the Lease Agreement with ARINC Inc.

Second: Alternate Commissioner David Bell

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

Vote: Motion Passed Unanimously

Chair Adriane Beck mentioned that there were no other discussions items on the agenda, and that the April Board Meeting will possibly be held in the Airport Conference Room in the New Terminal and remotely via GoToMeeting on Tuesday, April 26, 2022, at 1:30 pm.

There being no further business, the meeting was adjourned.

Missoula County Airport Authority
Claims For Payment
March 29, 2022 through April 25, 2022

Note

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

Credit Card Charges - by Expense Type (paid with check #48045)

AvSec Fingerprinting	1,000.00
CIP Terminal FFE	4,093.10
Terminal Phase 1 miscellaneous expense	2,873.52
Legal Services	1,023.00
Communication R&M	1,257.45
Office Supplies	1,164.19
Computer Equipment	1,625.71
Vehicle R&M	327.93
Tools/Equipment	764.50
Contracted Maintenance - licensing, web hosting, domain registration	839.80
Jet Bridge R&M	252.12
Building General R & M	294.50
Uniform Expense	836.35
Employee Training Expense	2,565.45
Travel Expense	4,068.56
Safety Supplies / Equipment	355.58
Meals & PR	687.12
COVID-19 Expense	581.76
Miscellaneous expenses	225.65
	<u>\$ 24,836.29</u>

Project Checking Account

Check Number	Vendor Name	Amount
1120	NORTHWESTERN ENERGY	27,458.00
1121	FASTSIGNS	25,000.00
1122	ULINE	8,734.76
1123	Republic Parking System	161,504.64
		<u>\$ 222,697.40</u>

Missoula County Airport Authority
Check Register
General Checking Account
March 29, 2022 through April 25, 2022

Check	Vendor Name	Description	Amount
48037	BRESTER, BREANNA	Travel Advance (CSA training)	608.00
48038	CARROLL, CHERYL	Travel Advance (CSA training)	608.00
48039	HOLM, KAILEE	Travel Advance (CSA training)	568.00
48040	KNIGHT, KATRIELA	Travel Advance (CSA training)	568.00
48041	SINCLAIR, SOPHIA	Travel Advance (CSA training)	568.00
48042	SOLORZANO, AYDEN	Travel Advance (CSA training)	568.00
48043	FSB	Interest Expense - 2019 notes A and B	129,784.73
48044	RICHARDS, MATTHEW	Meals & PR - reimbursed customer for damaged phone	229.00
48045	FIRST NATIONAL BANK	Credit Card Charges	24,836.29
48046	AZ & CO, PC	Accounting Expense	1,350.00
48047	BLACKFOOT COMMUNICATIONS	Phone Charges	2,798.15
48048	CENTURYLINK	Phone Charges	649.24
48049	City of Missoula	Utility Expense (combined water & sewer)	7,071.91
48050	MSLA ELECTRIC COOP	Electric / Gas Expense	839.65
48051	MURDOCHS	Petroleum Products, Landside Maintenance, Vehicle R&M, Tools	263.42
48052	REPUBLIC SERVICES	Disposal Expense	4,106.03
48053	RISING FAST v	Custodial Services	18,060.00
48054	VERIZON	Phone Charges	948.54
48055	NORTHWESTERN ENERGY	Electric / Gas Expense	28,517.99
48056	ENERGY WEST	Electric / Gas Expense	3,344.22
48057	AAAE	Memberships	275.00
48058	AIRSIDE SOLUTIONS	Airfield Maintenance	466.45
48059	ASSOCIATED EMPLOYER	Consultants Expense - HR organizational review	1,000.00
48060	BATTERIES PLUS	Building General R&M - batteries	900.00
48061	BMC WEST	USFS Hangar R&M	167.05
48062	CHEMSEARCHFE	Custodial Supplies	850.85
48063	COOK, KAEDON	Tools/Equipment reimbursement	500.00
48064	CULLIGAN	Office Supplies - water service	202.25
48065	DOUBLE G ENGRAVING	Marketing - bronze plaque	632.00
48066	DSG (DAKOTA SUPPLY GROUP)	USFS Hangar R&M, Plumbing Expense, Mechanical/Supplies	2,235.21
48067	E-ONE	Equipment - Dec 2021 board approved PFAS testing solution for ARFF trucks	27,250.00
48068	EASTERN AIRLINES	Refund of overpayment	1,562.40
48069	ELECTRO CONTROLS, INC	Rent Car R&M	1,185.58
48070	ERICKSON GEORGE	Safety Supplies/Equipment reimbursement	77.35
48071	FERGUSON	Plumbing Expense	148.95
48072	FIRST CALL	Contracted Maintenance - technology, monthly IT agreement April	5,453.40
48073	GRAINGER	Electric Maintenance	482.65
48074	GRANITE TECHNOLOGY SOLUTIONS	Building General R&M	440.00
48075	HAMERS, GEOFF	Travel Expense - cash advance for snow symposium	424.00
48076	HETLAND, SHYANNE	Travel Expense - cash advance for meals at AA CSA class	568.00
48077	HILLYARD INC	Custodial Supplies	3,524.34
48078	INFAX, INC.	Contracted Maintenance - monthly MUFIDS hosting & support March	375.00
48079	JOHNSON CONTROLS/SIMPLEX	Contracted Maintenance - fire alarm service	474.00
48080	KNIFE RIVER	Landside Maintenance	941.60
48081	L.N. CURTIS	Uniform Expense	89.79
48082	MOTOROLA SOLUTIONS INC	Fixed Asset - Motorola radios	916.88
48083	MOUNTAIN SUPPLY	Rent Car R&M	16.30
48084	MSLA FIRE EQUIP, INC	Building General R&M	114.00
48085	MSLA POLICE DEPARTMENT	Employee Training Expense	200.00
48086	MSLA TEXTILE, INC	Uniform Expense, Airfield Maintenance, Contracted Maintenance - cleaning supplies	445.08
48087	MT ACE	Building General R&M, Contracted Maintenance	75.00
48088	MT DEPT OF LABOR	Contracted Maintenance - elevator / escalator inspection	920.00
48089	MT ELECTRONICS	Communication R&M	180.00
48090	MURDOCHS	Wildlife mitigation, Landside maintenance, Building General R&M	257.86
48091	NAPA	Building General R&M, Petroleum Products Expense, Vehicle R&M	2,965.58
48092	NORCO INDUSTRIAL	Vehicle R&M	143.46
48093	OVERHEAD DOOR CORP	Rent Car R&M	216.00
48094	PLATT ELECTRIC	Electric Maintenance	3.13
48095	RDO EQUIPMENT CO.	Vehicle R&M	253.22
48096	RUSSELL, KENT	Travel Expense - cash advance for snow symposium	424.00
48097	SAFETY-KLEEN	Disposal - Industrial	275.67

Missoula County Airport Authority
Check Register
General Checking Account
March 29, 2022 through April 25, 2022

Check	Vendor Name	Description	Amount
48098	SAPPHIRE RESOURCE CONNECTIONS	EAP Fees	711.00
48099	TFS-KELLEY IMAGING SYSTEMS	Contracted Maintenance - printer lease 04/05/2022-05/05/2022	300.82
48100	THOMAS PLUMBING	USFS Hangar R&M	61.56
48101	TREMPER DISTRIBUTING	Petroleum Products Expense	3,797.00
48102	TRI-ARC INC.	Building General R&M	4.72
48103	VEOCI	Employee Training Expense	950.00
48104	WESTERN STATES EQUIP	Vehicle R&M	183.92
48105	ZENT, ANTHONY	Uniform Expense reimbursement	50.00
			<u>\$ 289,978.24</u>

Missoula County Airport Authority
Credit Card Expense Form

Claims for Payment

Date	Business Purpose	Account	Amount
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Missoula County Airport Authority - Financial Report

For Period Ended: 3/31/22



- On the ***Balance Sheet***:

- ✿ **Accounts Receivables** for general revenues at 3/31/22 were \$211,050. This balance includes approximately \$300,000 in unused credit memos related to federal grant funds for concessions relief.
- ✿ **Accounts Receivables** for ground services was \$108,244 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. It also includes \$485,911 for the CRRSA and ARPA funds for concession relief.
- ✿ **Terminal** projects costs at 3/31/22 are \$65,628,171.
- ✿ \$1,000,000 was drawn on notes **2019 A** or **2019 B** during the March. Month end debt balances total \$15,480,000.

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

- ✿ We have figured out a way to record and report the CRRSA and ARPA concessions relief funds that will not skew revenue amounts for historic comparison purposes.
- ✿ Fiscal year 2022 revenues for the year-to-date exceed budgeted revenues and are nearly at 100% of the annual amount budgeted.
- ✿ Operating expenses for the year-to-date are running under budget by \$249,269.
- ✿ Net Operating Income year to date is \$2,254,436.
- ✿ \$ 83,447 in Airport Improvement grant funds were recorded in March.

- ***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 March 31, 2022

	Mar 31, 22
ASSETS	
Current Assets	
Checking/Savings	
10100 · Petty Cash	300.00
10500 · General Checking Acct	3,334,017.60
10511 · Project Checking Acct	5,000.00
10550 · USFS Account	50,003.49
10560 · Contingency Account- new	125,614.46
10580 · CFC Account	1,082,798.89
10590 · STIP Terminal Reserve	22,901.41
10600 · STIP	731,065.03
10604 · Money Market Accounts	
10605 · BANK of Montana Money Market	258,446.92
10610 · Stockman MM	250,522.51
10644 · Sweep Acct FSB	549,901.06
10645 · FSB Construction	1.00
Total 10604 · Money Market Accounts	1,058,871.49
10700 · Payroll Checking	16,602.96
10710 · Flex - FIB	4,993.67
10750 · PFC Cash at US BANK	1,615,017.03
Total Checking/Savings	8,047,186.03
Accounts Receivable	
10800 · Accounts Receivable	211,049.81
10807 · A/R Advertising	7,145.00
10809 · A/R Ground Handling	108,244.28
10810 · A/R Non-Based Landing Fees	5,838.44
Total Accounts Receivable	332,277.53
Other Current Assets	
10900 · AvSec Fingerprinting Account	911.75
11200 · Grants Receivable	913,231.53
11500 · Pre-Paid Expenses	72,359.05
11600 · Prepaid Insurance	33,017.72
11700 · Concession Contract Receivable	729,998.00
12000 · Undeposited Funds	2,690.00
Total Other Current Assets	1,752,208.05
Total Current Assets	10,131,671.61

Missoula County Airport Authority

Balance Sheet

As of March 31, 2022

	Mar 31, 22
Fixed Assets	
13000 · Land	11,617,234.48
13100 · Land Improvements	8,203,318.43
13200 · Buildings- Terminal	13,438,560.91
13300 · Buildings- Ops & Fire	6,184,039.07
13450 · Buildings - Other	7,858,137.38
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	3,210,246.70
14100 · Furniture & Fixtures	54,034.29
14300 · Vehicles	6,366,183.36
14400 · Studies	1,925,406.96
14500 · Allowance for Depreciation	-97,727,683.02
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	437,875.76
19425 · De-Ice Ramp Design	161,326.23
19427 · De-ice Truck AP8	30,150.92
19429 · Motorola Radios	51,932.64
19430 · CIP- Terminal	65,628,171.10
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	76,042,887.55
Total Fixed Assets	118,709,481.13
Other Assets	
19600 · Deferred Pension Outflows	948,581.00
19700 · Concession Contract Recvble	1,443,256.26
Total Other Assets	2,391,837.26
TOTAL ASSETS	131,232,990.00

Missoula County Airport Authority

Balance Sheet

As of March 31, 2022

	Mar 31, 22
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20500 · Accounts Payable	112,585.69
20505 · Accounts Payable- Projects	2,106,628.36
Total Accounts Payable	2,219,214.05
Other Current Liabilities	
21600 · Accrued Vacation/Sick Payable	445,723.43
22150 · Deferred Income	1,500.00
24000 · Payroll Liabilities	-4,657.54
Total Other Current Liabilities	442,565.89
Total Current Liabilities	2,661,779.94
Long Term Liabilities	
25030 · 2019 Note A	12,227,900.00
25035 · 2019 Note B	3,252,100.00
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	21,919,581.92
Total Liabilities	24,581,361.86
Equity	
29500 · Unreserved	92,940,895.08
29510 · Reserved	2,286,640.05
Net Income	11,424,093.01
Total Equity	106,651,628.14
TOTAL LIABILITIES & EQUITY	131,232,990.00

Missoula County Airport Authority
Profit & Loss Budget Performance
March 2022

	Mar 22	Budget	Jul '21 - Mar 22	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
30100 · Signatory Landing Fees	39,386.85	53,092.00	433,164.38	477,828.00	637,109.00
30200 · Non Sig Landing Fees	13,701.81	16,973.00	221,912.15	152,757.00	203,681.00
30210 · Cargo Landing Fees	3,643.59	3,666.00	29,564.60	32,994.00	43,995.00
30220 · Charter Landing Fees	0.00	682.00	1,443.41	6,138.00	8,184.00
30300 · Non-Based Landing Fees	0.00	2,273.00	57,400.04	20,457.00	27,280.00
30400 · Signatory Rent	90,392.87	90,393.00	813,535.83	813,537.00	1,084,716.00
30410 · Non-Sig Turn Fees	15,820.00	20,450.00	316,790.00	184,050.00	245,406.00
30507 · Advertising Income	12,598.00	12,292.00	136,372.00	110,624.00	147,500.00
30509 · Ground Handling	34,443.80	68,409.00	736,628.79	713,876.00	936,741.00
30600 · FBO Rentals	21,516.10	21,667.00	191,726.40	195,003.00	260,000.00
30800 · Fuel Flowage Fees	6,182.14	5,833.00	111,182.65	52,497.00	70,000.00
30900 · Fuel Farm Leases	348.03	333.00	3,132.27	2,997.00	4,000.00
31000 · Coffee Concession	7,537.09	5,204.00	81,003.73	67,221.00	86,507.00
31100 · Restaurant	3,737.21	5,451.00	45,926.96	52,839.00	74,238.00
31200 · Food Truck Concessions	0.00		269.00		
31300 · Rental Car %	108,286.08	44,017.00	1,501,115.64	851,803.00	1,072,662.00
31400 · Rent Car Rent	14,919.80	8,750.00	134,178.20	78,750.00	105,000.00
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
31900 · USFS Hangar Rent	20,688.33	20,000.00	186,194.97	180,000.00	240,000.00
32100 · Gift Shop Faber	4,951.35	7,526.00	92,969.93	127,610.00	166,052.00
32200 · Travel Agency	591.09	592.00	5,319.81	5,328.00	7,100.00
32400 · Parking Lot					
89204p · CRRSA Relief	0.00		51,638.74		
32400 · Parking Lot - Other	238,861.87	44,344.00	1,549,088.04	399,096.00	1,617,706.00
Total 32400 · Parking Lot	238,861.87	44,344.00	1,600,726.78	399,096.00	1,617,706.00
32800 · Ag Land Leases	0.00	1,125.00	0.00	10,125.00	13,500.00
32900 · Non-Aeronautical Ground Rent	23,830.47	23,000.00	211,021.72	207,000.00	276,000.00
32910 · Aeronautical Ground Rent	6,842.92	3,750.00	77,973.23	33,750.00	45,000.00
33000 · Vending	2,705.75	3,789.00	30,778.36	37,977.00	51,343.00
33800 · Off Airport Rent Cars	1,624.39	1,604.00	18,516.72	25,569.00	33,006.00
34000 · Utilities Reimbursement	2,928.94	2,600.00	23,245.01	23,400.00	31,200.00
34200 · Miscellaneous Income	6,346.66	3,333.00	91,896.29	29,997.00	40,000.00
81402 · TSA LEO Reimbursement	0.00	8,917.00	81,124.96	80,253.00	107,000.00
81403 · TSA Checkpoint OTA	0.00		3,572.70		
85100 · Badging Fees Collected	110.00		14,165.00		
Total Income	681,995.14	480,065.00	7,354,088.15	4,998,276.00	7,659,726.00
Gross Profit	681,995.14	480,065.00	7,354,088.15	4,998,276.00	7,659,726.00
Expense					
40100 · Wages	248,300.72	247,636.00	2,334,298.97	2,466,830.00	3,229,771.00
40330 · Overtime Wages	3,007.94	3,847.00	39,482.22	38,459.00	50,000.00
40600 · Fringe Benefits Expense	94,436.46	92,669.00	892,620.79	920,736.00	1,201,171.00
40800 · Legal Services	1,023.00	1,250.00	3,251.57	11,250.00	15,000.00
41200 · Insurance Expense	11,005.92	11,667.00	100,434.28	105,003.00	140,000.00
41300 · Accounting Expense	1,350.00	0.00	35,006.00	31,750.00	31,750.00
41400 · Phone Charges	3,709.17	4,296.00	34,518.93	38,664.00	51,550.00
41600 · Phone R&M	0.00	16.00	47.99	144.00	200.00
41800 · Communication R&M	1,476.70	1,492.00	21,636.04	13,428.00	17,905.00
42000 · Office Supplies	1,178.67	3,529.00	24,529.42	31,761.00	42,357.00
42100 · Computer Equipment Expense	1,639.83	2,066.00	22,011.60	18,594.00	24,800.00
42200 · Electricity/Gas Expense	33,447.48	36,785.00	249,325.52	334,720.00	394,513.00
42400 · Water Expense	4,761.79	5,545.00	51,487.89	60,888.00	78,790.00
42500 · Sewer Expense	1,846.52	2,359.00	33,042.03	30,966.00	47,758.00
42600 · Disposal Expense	4,106.03	3,959.00	36,764.61	35,631.00	47,506.00
42800 · Disposal-Industrial	-260.00	485.00	-1,890.47	4,365.00	5,825.00
43000 · Petroleum Products Expense	12,903.88	5,077.00	85,129.76	64,832.00	76,052.00
43400 · Vehicle R&M	2,506.39	9,195.00	63,955.96	74,860.00	92,440.00
43600 · Equipment Rental	0.00	635.00	742.11	5,715.00	7,625.00
43800 · Tools/Equipment	1,787.52	4,989.00	14,266.06	44,901.00	59,875.00
44000 · Landscaping Expense	0.00	1,081.00	1,794.29	4,204.00	7,925.00
44100 · Custodial Services	18,060.00	17,860.00	162,138.00	160,740.00	214,320.00
44200 · Contracted Maintenance	16,919.42	20,758.00	177,205.75	186,822.00	249,079.00
44302 · Jet Bridge R&M	252.12	583.00	33,255.04	5,251.00	7,000.00
44400 · Electric Maintenance	3,619.61	976.00	9,030.08	8,784.00	11,700.00
44600 · Plumbing Expense	1,285.85	691.00	3,442.71	6,219.00	8,300.00
44800 · Mechanical/Supplies	35.25	1,792.00	15,241.89	16,128.00	21,500.00
45000 · Building General R&M	2,148.24	1,546.00	10,845.82	13,920.00	18,575.00
45104 · Rent Car R&M	3,531.84	667.00	15,777.25	6,003.00	8,000.00
45106 · USFS Hangar R&M	253.54	288.00	4,991.14	2,592.00	3,455.00
45203 · Airfield Maintenance	132.31	188.00	6,021.11	23,043.00	51,085.00
45400 · Landside Maintenance	0.00	608.00	9,833.58	15,229.00	22,400.00
45600 · Airfield Lighting R&M	838.24	1,325.00	3,430.93	11,925.00	15,900.00
45703 · Fog Abatement	0.00	211.00	3,507.66	4,108.00	4,240.00
45800 · Snow & Ice Removal	0.00	12,509.00	243,519.81	178,085.00	192,306.00
46000 · Custodial Supplies	4,953.94	4,856.00	46,459.60	43,875.00	56,155.00

Missoula County Airport Authority Profit & Loss Budget Performance

March 2022

	Mar 22	Budget	Jul '21 - Mar 22	YTD Budget	Annual Budget
46400 · Uniform Expense	2,324.85	3,270.00	17,568.36	33,134.00	41,275.00
46600 · Employee Training Expense	3,455.45	5,734.00	41,953.42	51,606.00	68,810.00
46800 · Travel Expense	10,177.28	1,760.00	36,241.71	37,575.00	63,400.00
47000 · Memberships	550.00	1,782.00	11,125.95	16,038.00	21,377.00
47200 · Safety Supplies/Equipment	419.42	2,425.00	12,710.20	21,825.00	29,113.00
47303 · Wildlife Mitigation	0.00	667.00	2,855.43	6,003.00	8,000.00
47400 · Meals & PR	681.12	1,482.00	16,800.00	13,338.00	17,790.00
47501 · Marketing	16,589.10	12,917.00	135,657.28	116,253.00	155,000.00
47506 · Air Service Incentives	0.00		4,447.16		
47600 · Consultants Expense	1,948.00	2,765.00	17,784.23	24,885.00	33,190.00
47707 · Display Expenses	0.00	229.00	3,081.80	2,061.00	2,750.00
47717 · VIC Expenses	0.00	125.00	0.00	1,125.00	1,500.00
47999 · COVID-19 Expense	581.76		4,888.54		
49100 · Fingerprint/STA Charges	766.50		5,449.50		
66000 · Payroll Expenses	0.00		0.06		
66900 · Reconciliation Discrepancies	0.00		0.03		
80600 · Miscellaneous Expense	-299.28	138.00	-762.14	1,242.00	1,650.00
80611 · BANK Charges	118.23	379.00	2,694.37	3,411.00	4,550.00
80615 · Pass through	-37.63		0.00		
Total Expense	517,533.18	537,109.00	5,099,651.84	5,348,921.00	6,955,233.00
Net Ordinary Income	164,461.96	-57,044.00	2,254,436.31	-350,645.00	704,493.00
Other Income/Expense					
Other Income					
31500 · CFCs	49,264.00	70,000.00	615,240.00	630,000.00	840,000.00
70200 · Interest Income-Unrestricted	369.04	833.00	3,093.05	7,497.00	10,000.00
70400 · Project Restricted Interest	6.49		111.85		
70600 · Interest on land sale	0.00		455,717.74		
89010 · Federal Programs					
89000 · Airport Improvement Grants	83,447.39	0.00	2,009,768.84	1,888,585.56	1,888,585.56
89100 · TSA OTA contribution	29,677.56		1,039,023.81	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		2,280,117.02	2,000,000.00	2,000,000.00
89205 · ARPA funds	0.00		5,375,923.00		
89500 · PFC Contributions	283,798.37	96,500.00	1,147,696.77	822,400.00	1,500,000.00
Total 89010 · Federal Programs	396,923.32	96,500.00	13,068,785.11	6,210,689.00	6,888,289.00
Total Other Income	446,562.85	167,333.00	14,142,947.75	6,848,186.00	7,738,289.00
Other Expense					
80140 · Note 2019A Interest Expense	107,870.34	244,900.00	339,075.19	584,600.00	1,036,524.00
80145 · Note 2019 B Interest Expense	21,914.39	65,100.00	68,883.56	155,400.00	275,531.00
80300 · Depreciation	505,286.47	0.00	4,357,832.01	3,347,419.92	3,347,419.92
80500 · Loss on Disposal of Assets	0.00		207,500.29		
Total Other Expense	635,071.20	310,000.00	4,973,291.05	4,087,419.92	4,659,474.92
Net Other Income	-188,508.35	-142,667.00	9,169,656.70	2,760,766.08	3,078,814.08
Net Income	-24,046.39	-199,711.00	11,424,093.01	2,410,121.08	3,783,307.08



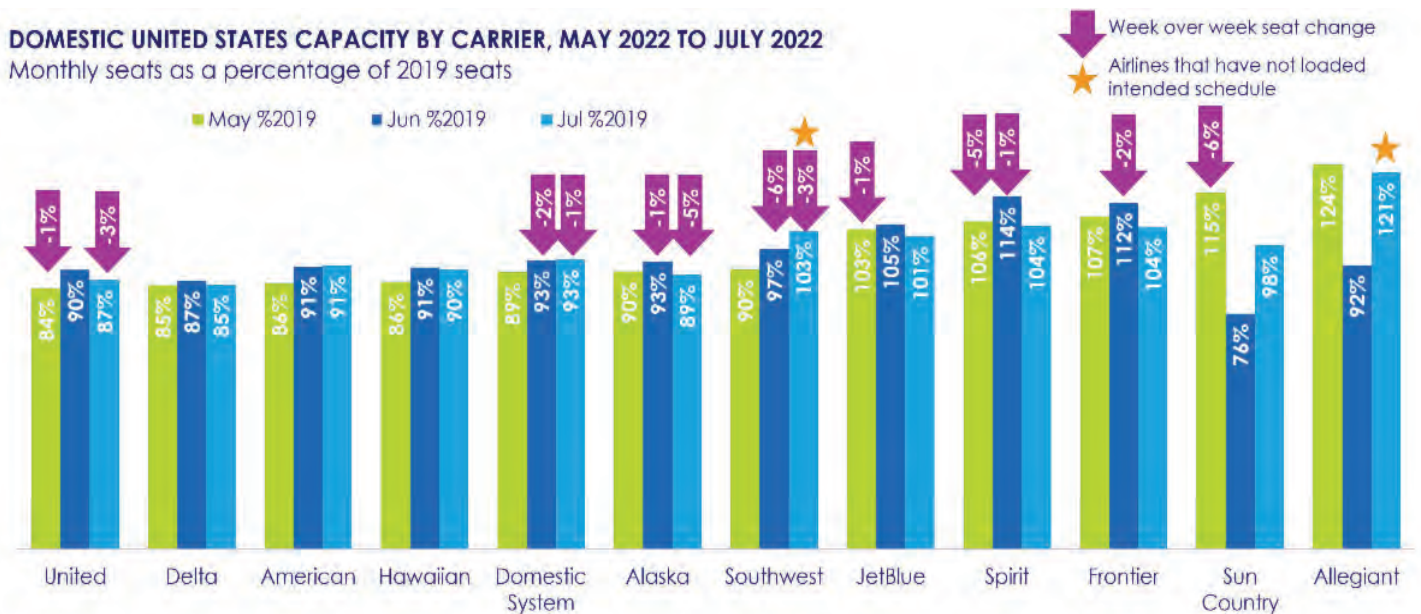
Director's Report April 21, 2022

Director's Statement: I am planning on keeping this report short this month as our focus is moving into the new terminal. Martel is finishing up the interior and is working to get us occupancy within the next few days. Staff is in the process of packing up offices and working on temporary desks as most of our office furniture will be temporary utilized for TSA until their new desks arrive. In order for us to stay out of the contractor's way, we are going to request that we keep this month's meeting virtual and limit it to just the Executive Committee, if possible, to be onsite in the old building this month.

2022 Air Service Update: Fuel prices continue to surge and pilot shortage continues to be the airlines biggest hurdle this summer. Some more good news, Frontier this past week decided to bump up their seasonal return to Missoula. They will now restart on June 16th which is two weeks earlier than originally planned. The most recent TSA data from April 1-16th shows a recovery sitting at 90.5% of 2019 levels, 10 of the 16 days have had over two million travelers per day.

DOMESTIC UNITED STATES CAPACITY BY CARRIER, MAY 2022 TO JULY 2022

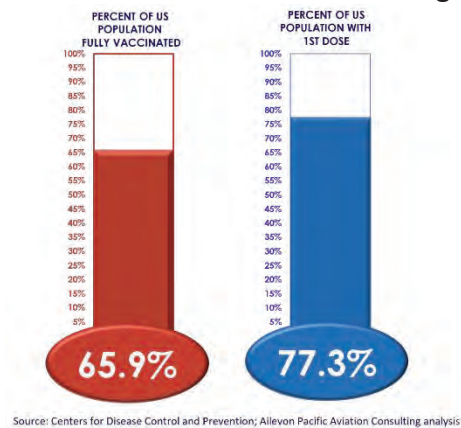
Monthly seats as a percentage of 2019 seats



Source: Cirium schedule data via Diio Mi; Allevon Pacific Aviation Consulting analysis

Mask Mandate: As you probably saw in the news the nationwide mask mandate has been dropped. TSA is no longer enforcing the mandate, so we have removed all signs and audio announcements as there is no enforcement policy. I thought you might find this vaccine information interesting.

1. **COVID Vaccination Update**
2. In the US, 65.9% of the population, or ~218.9 million, have been fully vaccinated.
3. 70.1% of all Americans >= 5 years old have been fully vaccinated.
4. 99.5 million or 49.6% of Americans that are eligible have received a booster shot since August 13, 2021.



Board Agenda: Currently we will have five items on this month's agenda. Updating Liquid Planet's outdoor coffee kiosk lease, Flathead travel's office space in the new terminal, making an amendment to Faber's Food and Beverage lease agreement. The last two items are two department union agreements. Our Public Safety Officers changed unions, so a completely new agreement was drafted and our Building & Field department we updated their wage schedule. We are bringing you four-year agreements for consideration in both departments.

Construction: Tim is not planning on bringing you updated pictures this month as we are so close to opening the new building. Lots of final finish work is being completed as we race towards the finish line. We will host a media walk through prior to opening and just scheduled google to video the interior as well, so that we can host that link on our website for those interested in seeing the post security area. Our temporary car rental structure is quickly being constructed, we hope to have everything out of the current terminal by the end of May or first week of June.

Miscellaneous Items: Phase 2 bank closing went off as planned today, great job to Teri and all that made it happen! The FAA just put out a notice of funding (NOFO) for FY2022, this is the first time that FAA has issued a NOFO for AIP discretionary grants. Traditionally FAA identified eligible airports in its National Plan of Integrated Airport Systems (NPIAS) and compiled and prioritized a list of potentially eligible projects through the ACIP process. However, in 2020, the previous administration finalized guidance and a rule that requires all federal agencies to issue a notice of funding opportunity for any discretionary or competitive grants. This is the first fiscal year FAA has had to comply with the new requirements. We will submit our application for our deice ramp expansion project, that project will expand our deice capacity from 2 spots to 3 concurrent usable spots.

I will be traveling to my first air service conference mid-May. Six airlines will be in attendance, Allegiant, American, Breeze, Delta, Southwest and United. It will be nice to meet with them in person, first since 2019! I will attend another air service conference in June where we expect to meet with even more air carriers.

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: April 26, 2022

1. **TITLE:** Liquid Planet Lease - Outside Coffee Kiosk

Review, discussion and possible approval of Liquid Planet Lease for Outside Coffee Kiosk and matters related thereto. **ACTION ITEM**

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

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** In January 2021, we re-negotiated the Liquid Planet lease, allowing them to take over the restaurant space at the end of Jedediah's term in exchange for shortening the term on the upstairs coffee shop space. Included in that amendment was an option for Liquid Planet to renew the lease on the outside coffee kiosk for five years. The outside coffee kiosk is movable and owned by Liquid Planet. Rather than add another addendum to the lease, we have agreed to start with a new lease agreement, which is attached. The lease is for a 5 year term and the rent will be 11% of gross revenues.

5. **BUDGET INFORMATION:**
Amount Required: \$
Budget amount available: \$

6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of Lease Agreement

7. **RECOMMENDED MOTION:** Move to approve Liquid Planet Lease for Outside Coffee Kiosk for five-year term and rent in the form of 11% of gross revenues.

8. **PREPARED BY:** Lynn Fagan

9. **COMMITTEE REVIEW:** None

FOOD AND BEVERAGE LEASE AGREEMENT

THIS FOOD AND BEVERAGE CONCESSION AND LEASE AGREEMENT ("Agreement") is made and entered into this 26th day of April, 2022, by and between MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA" or "the Authority"), a municipal airport authority created pursuant to Montana law, and Liquid Planet Montana, Inc., ("Lessee"), a Montana corporation.

RECITALS

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("Airport");
2. MCAA entered into a Lease Agreement dated August 2007 with Liquid Planet Universe, LLC which was assigned to Lessee on June 25, 2013 and amended August 28, 2012, July 30, 2013, August 27, 2013, January 26, 2021 and April 30, 2021 (together referred to herein as "2007 Lease");
3. Lessee invested in and placed a coffee kiosk on the Leased Property in 2013 ("Outside Coffee Kiosk") which it owns;
4. The January 26, 2021 amendment of the 2007 Lease ("Fifth Addendum") provided, among other terms, that the Lessee had the option to extend the 2007 Lease for an additional five year term on the Outside Coffee Kiosk only;
5. Lessee desires to exercise the option granted in the Fifth Addendum;
6. The parties have agreed to enter into a new agreement for the option period in order to simplify documentation;

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

1. 2007 Lease. The 2007 Lease is terminated as of the date operations in the current terminal cease and shall have no force or effect after that date.
2. Lease. MCAA grants to Lessee the non-exclusive right to conduct and operate a food and beverage concession at the Airport from the Leased Property, as described below, subject to the terms, covenants, conditions and other provisions of this Agreement.
3. Description of Leased Property. The Leased Property shall consist of Tract A as depicted on Certificate of Survey No. 6378, attached and incorporated herein.
4. Term. The term of the Agreement shall commence on May 1, 2022 ("Lease Start Date") and continue for a term of five years and two months, terminating at 11:59 p.m. on June 30, 2027, unless terminated sooner pursuant to the provisions of this Agreement.
5. Holding Over. With MCAA consent, if Lessee does not vacate the Leased Property after expiration or termination of this Agreement, MCAA shall have the option to treat Lessee as a tenant from month-to-month, subject to the same conditions, restrictions, limitations and covenants as contained in this Agreement. The intent of this provision is not to extend the term of this Agreement after termination or expiration, but rather to insure that any occupancy or use 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. If a month-to-month tenancy

results from a holding over by the Lessee under this section, the tenancy shall be terminable by either party on not less than 30 days' notice.

6. Airport Rules and Regulations. Lessee's use of the Leased Property and all of Lessee's operations on Airport property are subject to the provisions of MCAA's Primary Guiding Documents, as the same may be amended from time to time. Lessee is bound by and subject to the provisions of the Primary Guiding Documents. If there is any conflict between the provisions of the Primary Guiding Documents and this Agreement, the Agreement shall control.
7. Rents and Fees. Effective on the Lease Start Date, Lessee shall pay to MCAA, without deduction or set-off, Rent equal to Eleven Percent (11%) of Gross Receipts, as defined below.
 - a. "Gross Receipts" as used throughout this Agreement means all revenue derived from the conduct of Lessee's business in or from the Leased Property, including, but not limited to: sales for in-flight consumption (including, without limitation, in-flight catering or other catering sales); gift certificates; all credit charges and carrying charges; and all other receipts of business conducted in or from the Leased Property (including, but not limited to: all sales to employees of Lessee; all telephone orders received or filled at or from the Leased Property; all deposits not refunded to customers; all orders taken in or from the Leased Property whether or not such orders are filled elsewhere, and sales by any sub-lessee, concessionaire, licensee and any other person or persons permitted by Lessee to use or operate from the Leased Property or any portion thereof).
 - b. Time of Payments. The Rent is due and payable on the tenth (10th) day of each month. The first payment is due on the tenth day of the month after the Lease Start Date, continuing throughout the term of the Agreement, with the final rent payment due on the tenth day of the month following termination of the Agreement.
 - c. Late Charge. Lessee shall pay a 10% late charge for each rent payment that is more than twenty (20) days in arrears to cover the extra expense involved in handling delinquent payments. Any payment made after that date will not be considered complete unless it includes this late payment charge. Lessee will be in default under this Agreement until the late payment charge is 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. Annual Reconciliation. Before November 15 of every year of this Agreement, and the year of termination of the Agreement, Lessee shall submit to MCAA a written report, signed and certified by a certified public accountant or an officer of Lessee to be true and correct, setting forth the total amount of Lessee's Gross Receipts for the prior year and the amounts paid to MCAA. This statement shall be for the purpose of corroborating the monthly statements and ensuring that annual rent has been received. Annual statements by Lessee under these provisions shall be accurate and satisfactory in scope to MCAA, and shall be in such form and style and shall contain such details and breakdown as MCAA may reasonably require.
 - f. Nothing contained in this section shall be interpreted so as to relieve Lessee, its tenants, sub-leases, patrons, invitees, and others from any applicable fees or charges as may be

generally levied.

8. Taxes and Assessments. Lessee shall timely and promptly pay any and all taxes and assessments, personal property taxes, business taxes and fees, and sales taxes which become due and payable upon or arising from:
 - a. Any fixtures, equipment or other property constructed on the Leased Property or used in Lessee's operations;
 - b. Lessee's use of the Leased Property; and/or
 - c. Lessee's operations on or from the Leased Property.

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

9. Utilities. Lessee is solely responsible for any and all utilities or services provided to the Leased Property. Lessee shall be responsible for payment prior to their delinquency date of all charges for utilities supplied to the Leased Property, including any special improvement district assessments levied by government authorities which are applicable to Lessee's improvements.
10. Records. Lessee shall, with respect to business done by it under this Agreement, keep and maintain, and shall require its sublessees, concessionaires and any other person, firm or corporation selling products or services in, upon or from the Leased Property or any part thereof to keep and maintain, in accordance with generally accepted accounting principles and procedures, complete, accurate and customary records and books of account of all Gross Receipts and all business transactions made in, upon or from the Leased Property during each Lease Year ("Books and Records"). The Books and Records shall be retained intact for a period of not less than three years after the end of the Lease Year to which the Books and Records pertain.
11. Inspection or Audit. MCAA shall be entitled at all reasonable times during business hours, at the Leased Property, through MCAA's duly authorized agents, attorneys or accountants, to inspect or audit or make copies of any and all such information in records and books of account, including any information returns required by or furnished to any governmental authority, together with any supporting data and all other records and documents in any way bearing on Gross Receipts. MCAA may audit by a certified public accountant the operations of Lessee each year during the term of this Agreement. In the event the Gross Receipts of Lessee as reported in such audit are greater than those reported by Lessee to MCAA for the same period, Lessee agrees to pay to MCAA immediately any deficiency owed to MCAA, together with interest at the rate of ten percent (10%) per annum thereon from the date the deficiency was due until paid in full. If the deficiency is greater than ten percent (10%), Lessee shall also pay the fees and costs of the audit. If the deficiency is ten percent (10%) or less, MCAA shall pay the fees and costs of the audit.
12. Use. Lessee's use of the Leased Property and operations pursuant to this Agreement are strictly limited to the following uses and subject to the following terms and conditions:
 - a. Scope of Operations. The non-exclusive operation of a Food and Beverage business and related retail items and for no other purpose without MCAA's prior written consent,

which may be denied or conditioned at MCAA's sole discretion.

- b. Hours of Operation. Lessee shall make every effort to serve the public as warranted by demand.
 - c. Quality of Operations and Services. In entering into this Agreement, MCAA has foremost in mind providing the public with goods and services of high quality. Lessee shall serve and dispense high quality foods and beverages with adequate portions. All food, drinks, beverages and other items sold or kept for sale under this Agreement shall be of high quality, wholesome and pure, and must conform in all respects to federal, state, county and city food service laws, ordinances and regulations. MCAA shall have the right at all reasonable times to inspect Lessee's records and invoices to verify the quality and value of items being sold by the Lessee. Lessee shall continuously maintain appropriate health certificates.
 - d. Personnel. Lessee shall retain an active, qualified, competent, experienced and permanent residential manager to manage and supervise the Lease operations, and this residential manager shall be authorized to represent and act for Lessee in all matters pertaining to its business operation. Lessee shall designate by name to MCAA the manager or managers responsible for the operation of the business. Lessee will not change this designated manager or managers during this Agreement without prior notification to MCAA.
13. Lessee's Obligations. Except as specifically set forth elsewhere in this Agreement, Lessee shall have the following obligations and responsibilities:
- a. Furniture and Equipment Installation. Lessee shall provide at its sole cost and expense, the materials, equipment, supplies, furniture and fixtures, together with any other leasehold improvements, furniture, fixtures, equipment and material necessary to operate a Food and Beverage business in the Leased Property. It is hereby noted that the coffee kiosk structure is considered personal property and is wholly owned by Lessee.
 - b. Report of Furnishings and Equipment. Upon the completion of construction and the installation of any new furnishing, fixtures, and equipment, Lessee shall submit an inventory by category showing fixtures and leasehold improvements in one category, and furniture, furnishings, and equipment (e.g. personal property) in a second category.
 - c. Laws, Ordinances, Rules and Regulations, Etc. The Lessee shall observe and obey all laws, ordinances, rules and regulations of the federal, state, county and city governments or any agency thereof, and those of MCAA, which may be applicable to its operations at the Airport which are in effect now or as may apply in the future.
 - d. Payment of Fines. In the event MCAA becomes subject to any civil fine or penalty by reason of Lessee's violation of any laws, ordinances, governmental rules, regulations or standards [including, but not limited to: violations under the Americans with Disabilities Act ("ADA"); or with the Transportation Security Administration ("TSA")], the cost of such fine or penalties shall be borne by Lessee. Furthermore, Lessee agrees to indemnify, defend and hold MCAA harmless from any and all fines or penalties charged against MCAA by reason of Lessee's violation of any laws,

ordinances, governmental rules, regulations or standards.

- e. Operation Costs. The Lessee shall bear at its own expense all costs of operating under this Agreement, and shall pay, in addition to any rental fees, all other costs connected with the use of the premises, facilities, rights and privileges granted, including, but not limited to: maintenance; insurance; and any and all taxes; janitor service and supplies within the Leased Property. Lessee shall obtain and pay for all permits and licenses required by law.
 - f. Rules and Regulations. MCAA shall have the right to adopt, and shall adopt and enforce, reasonable rules and regulations with respect to the use of the Airport, terminal building and related facilities which Lessee agrees to observe and obey.
 - g. General Inspections. Lessee shall allow MCAA's authorized representatives access to the Leased Property at all reasonable hours for the purpose of examining and inspecting said premises for the purposes necessary, incidental to or connected with the performance of its obligations under this Agreement, or airport operations.
14. Restrictions and Conditions on Use of Leased Property. Lessee's use of the Leased Property is subject to the following restrictions, limitations and conditions:
- a. This Agreement is subject to all applicable federal, state and local laws and regulations governing the use of Airport property including those of the FAA, the State of Montana and Missoula County. Lessee agrees to comply with all such laws and regulations in all its operations on and uses of the Leased Property.
 - b. MCAA reserves for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the 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.
 - c. MCAA reserves the right to further develop or improve the landing areas of the Airport and/or the other areas of the Terminal building outside of the Leased Property as it sees fit regardless of the desires or views of Lessee and without interference or hindrance from Lessee.
 - d. Lessee expressly agrees to prevent any use of the Leased Property which would interfere with, or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.
 - e. MCAA reserves the right to control and regulate all signs on the Airport. The Lessee shall submit plans and obtain approval of MCAA before erecting, installing, or operating any sign or similar advertising device in the Leased Property or any part of the Airport.
 - f. Lessee will only use the Leased Property for the purpose described in this Agreement, and will not use or permit the use of the Leased Property for any other purpose, unless approved in writing in advance pursuant to the terms and conditions of this Agreement.
 - g. Lessee will not use or permit the use of the Leased Property for any illegal, immoral,

offensive, objectionable, improper, or disreputable purpose, any purpose which may result in damage to the Leased Property, any purpose which may cause a public or private nuisance or disturb other persons in the area, any purpose which is dangerous or prohibited by typical casualty or liability insurance policies available for similar properties, any purpose which may result in the cancellation of any insurance policy, or any purpose which violates any federal, state, or local statute or regulation.

- h. The Leased Property is accepted by Lessee subject to any and all existing easements or other encumbrances.
 - i. No right of the MCAA provided in this paragraph shall be exercised so as to interfere unreasonably with the Lessee's operations under this Agreement.
 - j. MCAA agrees to consult in advance with Lessee concerning construction activities which may impact Lessee's operations.
 - k. MCAA agrees that any right as set forth in this paragraph shall not be exercised unless a prior notice is given to Lessee.
 - l. 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 Agreements to another operator or other operators on other parts of the Airport including for the same or similar operations as Lessee's.
 - m. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
 - n. This Agreement is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.
15. 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 as these regulations may be amended. No person shall be discriminated against in the use of the Leased Property by reason of race, religion, color, sex, age, political ideas, marital status, physical or mental handicap, creed or national origin.
- a. Notwithstanding anything to the contrary contained in this Agreement, the parties agree that Lessee is responsible for compliance with the Americans With Disabilities Act of 1990 (the "ADA") for any and all activities on the Leased Property, including compliance with the provisions of Title III of the ADA for any construction, renovations, alterations, and repairs made by Lessee within or on the Leased Property during the term of this Agreement.
 - b. 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.

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

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

- e. Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event of such noncompliance, MCAA shall have the right to terminate this Agreement and the estate created without liability therefore or at the election of MCAA or the United States either or both shall have the right to judicially enforce said provisions.

16. Construction or Alteration of Leased Property. The following terms and conditions shall govern any construction or alterations on the Leased Property:

- a. Prior to Lessee beginning any construction on or alteration to the Leased Property, plans and specifications for such work shall be submitted to the MCAA and approved by MCAA in writing. MCAA retains sole discretion over the grant or denial of approval for any construction on or alterations to the Leased Property. Notwithstanding the foregoing, such approval shall not be unreasonably withheld.
- b. Prior to beginning any approved construction on or alteration to the Leased Property, Lessee must obtain all applicable building or construction permits or licenses applicable to the project.
- c. Upon completion of any work by Lessee, Lessee shall submit to MCAA a written certification from a licensed architect that the work has been completed in compliance with the plans and specifications and in compliance with applicable laws and regulations, including building, fire and safety codes. Lessee shall also provide MCAA with "as-constructed" or "as-built" plans and specifications in both hard copy and

electronic format.

17. Liens and Encumbrances. Lessee agrees to keep the Leased Property free of construction liens or other similar liens and encumbrances. Lessee agrees to indemnify and hold MCAA harmless from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any such work done, labor performed or materials furnished, including attorneys' fees, expenses and costs. This paragraph does not prohibit Lessee from granting consensual mortgages and/or liens on its leasehold interest and any structures or building placed on the Leased Property, provided Lessee obtains MCAA's prior written approval for such liens, which approval shall not be unreasonably withheld provided that the MCAA's rights and interests are adequately protected and not subordinated, reduced and/or diminished as a result of the approval of the lien or encumbrance.
18. Badging Requirement. Lessee employees/contractors that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entity having security jurisdiction at the Airport. Lessee, employees, and contractors will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Lessee, employees, and contractors shall comply with all security related audits, inspections, and screenings. Lessee will immediately return badges to the Airport Public Safety Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action, including suspension or revocation of one or all badges. Lessee shall be invoiced on a regular basis for badging fees. Fees shall be paid within 30 days of invoice.
19. Airport Security Plan. MCAA maintains an approved Airport Security Plan ("ASP") pursuant to 49 CFR Part 1542. Lessee shall at all times comply with MCAA security directives and verbal notifications existing now or in the future. Lessee is responsible for maintaining security practices on the Leased Property. Lessee shall, to the fullest extent permitted by law, indemnify, defend and hold MCAA harmless for, from and against any security violation committed by agents, employees, invitees, subcontractors, sub-lessees, or independent contractors of Lessee.
20. 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.
21. Maintenance of Leased Property. Except as specifically provided elsewhere in this Agreement, Lessee is obligated, without cost to MCAA, to maintain the Leased Property and every part thereof in good order, repair and safe operating condition. Lessee shall maintain and repair all improvements on the Leased Property, including furnishings, fixtures, equipment and floor coverings. All such maintenance, repairs and replacements shall be of a quality of material and workmanship equal to the original.

Lessee agrees to keep the Leased Property in a neat, clean and orderly condition including, but not limited to, the prevention of accumulation of any trash, debris, refuse or waste materials. The long-term storage of materials/supplies, equipment, parts and packing materials and all other support items in the public view is prohibited without MCAA's prior written approval.

MCAA, or its authorized agents, may, at all reasonable times without notice, enter upon the Leased Property to determine if repair, maintenance, and/or cleaning satisfactory to MCAA is being performed. Should the repair, maintenance, and/or cleaning not meet the reasonable standards of MCAA, MCAA will notify Lessee in writing. If correction of the deficiency is not commenced by Lessee within ten days after receipt of written notice from MCAA, MCAA or its agents shall have the right to enter upon the Leased Property and perform the necessary work. MCAA may charge the cost of any such work to the Lessee. MCAA shall be the sole judge of the quality and timeliness of repair, maintenance and/or cleaning. For safety related deficiencies, a reasonable time means immediate commencement of the work necessary to correct the deficiency and diligently pursuing the correction to completion. For non-safety related items, a reasonable time means correction of the deficiency within ten (10) days after the date of the written notice from MCAA. If the nature of the deficiency is such that it cannot be completed within ten (10) days, then Lessee must commence the corrective work within the ten (10) days and diligently pursue the work to completion.

22. Inspection. In addition to the rights of inspection set forth elsewhere in this Agreement, MCAA's representative shall have the right, after written notice, to inspect the Leased Property to determine if Lessee is in compliance with the provisions of this Agreement. Lessee's representative may accompany MCAA's representative on all inspections.

23. 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 warrants to Lessee peaceful possession and quiet enjoyment of the Leased Property during the term of this Agreement conditioned upon timely and complete performance of Lessee's obligations under this Agreement and subject to the limitations and restrictions set forth in this Agreement.
- c. MCAA covenants and agrees that during the term of this Agreement it will operate and maintain Missoula International Airport and its public airport facilities as a public airport consistent with and pursuant to the assurances given by MCAA to the United States Government under the Federal Airport Act. MCAA shall maintain all roads on the Airport currently giving access to the Terminal building in good and adequate condition for use by cars and trucks and shall maintain such access to the Leased Property during this Agreement, subject to changes, alterations and interruptions in such access as may be necessary during construction, emergencies or special events.

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

- a. Default in Payments. The failure of Lessee to pay MCAA when due any amounts required by this Agreement and such failure continues for a period of ten days after notice from MCAA;

- b. Default in Other Covenants. The failure of Lessee to perform any of the covenants and conditions required herein, to be kept and performed by Lessee, other than the failures specifically covered by other subsections of this Section 28, and such failure continues for a period of thirty (30) days after notice from MCAA of such failure.
 - c. Insolvency. Insolvency of Lessee, an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment for a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of the Lessee to secure a dismissal of the petition within thirty days after filing; attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy of execution within ten days of such levy or attachment.
25. 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. The MCAA may take this action either as an alternative to or subsequent to exercising the remedies set forth in sub-section (a) of this paragraph. If the 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. Hold, renovate, or dispose of the Leased Property or any part of the Leased Property on any terms selected by the MCAA, free and clear of any rights of the Lessee and without any duty to account to the Lessee for any proceeds of the use of the Leased Property.
 - d. Relet the Leased Property in any commercially reasonable manner, and apply the proceeds, after deducting all costs and expenses incurred in connection with retaking possession of, remodeling, and reletting the Leased Property, in payment of the Lessee's obligations under this Agreement, with the Lessee remaining responsible for any deficiency.

- e. If Lessee's default consists of failure to obtain, maintain or pay for any of the insurance policies which this Agreement requires it to maintain, or failure to pay any tax, assessment, or other charge which this Agreement requires it to pay, or failure to keep the Leased Property free from liens, levies and encumbrances, or failure to indemnify the MCAA against any claim, action, damage, loss, injury, demand, liability, cost or expense, the MCAA will have the right, but not be obligated, to take that action itself, and to bill the Lessee for the costs of taking that action. If the Lessee fails to pay such costs with the next payment due under this Agreement, the Lessee agrees to pay the late charge and interest on those costs at the rates provided for in paragraphs 6(j) and 6(k), respectively, of this Agreement.
 - f. Pursue any and all other rights or remedies available to the MCAA at law or in equity.
26. 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.
27. Ownership of Improvements; Removal of Personal Property. Upon termination or expiration of this Agreement, Lessee shall immediately remove all personal property and equipment from the Leased Property. Any such personal property not removed from the Leased Property on or before expiration or termination of this Agreement shall automatically become the property of MCAA, who may dispose of such property in any manner. In the event MCAA incurs costs or expenses in the removal or disposal of such personal property in excess of any amounts recovered from the sale of any of the property, MCAA shall bill Lessee for such additional costs and/or expenses, which shall be due and payable upon receipt by Lessee.
28. 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.
29. 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 Dollars (\$1,000,000.00) combined single limit of bodily injury and property damage, and shall name MCAA as an additional insured.
 - b. Property and casualty insurance with a reputable company insuring any personal property on the 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 the Lessee and that the MCAA may request in writing that the Lessee obtain.
 - d. All such insurance policies will be in a form or forms which satisfy the requirements of the Airport's Primary Guiding Documents as the same may exist or be amended from time to time. 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.
30. Termination by Lessee. If, during the term of this Agreement, any law or ordinance should come into effect which so restricts the use to which the Leased Property can be put that the Lessee is unable to use the Leased Property in the manner contemplated in this Agreement, then the Lessee may upon first obtaining written consent from the holder of any lien or encumbrance upon the Leased Property and upon thirty (30) days written notice to MCAA terminate this Agreement. In the event of termination by Lessee under this clause, Lessee shall pay to MCAA all rents and fees and other consideration up to the date of termination.
31. Termination by MCAA. In addition to termination resulting from Lessee's default, MCAA may terminate this Agreement with written notice to Lessee for the following reasons:
- a. In the event that any court or governmental agency having jurisdiction over MCAA shall mandate the termination of this Agreement or mandate changes in the use of the Leased Property which prevent the Leased Property from being used in the manner contemplated by this Agreement;
 - b. If MCAA should require the Leased Property in connection with the future expansion and/or operation of the Airport;
 - c. If MCAA alters its proposed plan of development of the Airport in a manner that would preclude Lessee from operating under the terms of this Agreement;
 - d. If any other governmental agency assumes control of the Airport or any portion of the Airport in a manner that would preclude Lessee from operating under the terms of this Agreement.

If this Agreement is terminated pursuant to the terms of this paragraph, Lessee shall have the right to lease from MCAA, to the extent of MCAA's ability, a site similar in size to the Leased Property on the same terms and conditions as set forth in this Agreement, provided suitable space is vacant and available at the Airport. In such an event, MCAA reserves the right in its sole and absolute discretion to relocate to the new site any of the facilities of Lessee consistent with federal and state laws. Any site relocation will be at the expense of MCAA provided, however, that MCAA shall not be liable for any damages for any loss of business or income resulting from such relocation. During the period of relocation, MCAA agrees to allow Lessee to operate from any existing feasible facilities or temporary site which MCAA may then have available. In the event a new site is not provided, MCAA will comply

with the applicable federal and state laws concerning Lessee's rights and property interests under this Agreement, and nothing in this Agreement shall be construed to reduce the compensation or damages, if any, owed to Lessee from any such relocation, termination or taking.

32. 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:

MCAA:

Airport Director
Missoula Montana Airport
5225 Highway 10 West
Missoula, MT 59808

Lessee:

Liquid Planet Montana, Inc.
Scott Billadeau
PO Box 9078
Missoula, MT 59806

33. Condition, Examination and Acceptance of Leased Property. Lessee acknowledges that it has inspected the Leased Property, and is satisfied with its condition, and accepts it in its present condition. Lessee acknowledges that its decision to enter into this Agreement was based upon the Lessee's own inspection and the Lessee's own judgment of its suitability and desirability for the Lessee's purposes, and that Lessee has not been governed or influenced by any representation of the MCAA as to the condition, suitability, character or earning capacity of the Leased Property.
34. Hazardous Substances - Pollution Liability. For purposes of this Agreement, "Hazardous Substances" means asbestos and/or any toxic, dangerous, or hazardous waste, substance, or material under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, the Resource Conservation and Recovery Act, any so-called Superfund or Superlien law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
- a. Lessee must immediately notify MCAA of any spills, breaches of any nature of any environmental laws or regulations, disposal or release of hazardous substance in the Leased Property, any discovery of hazardous substances in the Leased Property, or of any notice by a governmental authority or private party alleging that a disposal or release of hazardous substances on or near the Leased Property may have occurred. Lessee will promptly deliver to MCAA copies of and provide complete access to any and all documents or information in its custody, control or possession, regarding hazardous substances, including any such documents or information received from, or submitted by the Lessee to, the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Leased Property or the operations being conducted on the Leased Property.
 - b. To the full extent permitted by applicable law, the Lessee will defend, indemnify, and hold the MCAA harmless from any and all costs, expenses, damages, assessments, remediation, claims, liabilities, fines, judgments, penalties, costs, suits, procedures, violations of environmental laws or regulations, and actions of any kind, including but not limited to attorneys' fees, arising out of or in any way connected with any storage, use, spills, discharges, or releases of hazardous substances on the Leased Property

caused by or arising from the fault, conduct, act, omission and/or negligence of Lessee and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the Lessee shall continue for as long as the MCAA remains responsible for any spills, discharges, or releases of hazardous substances directly attributable to this Lessee.

- c. The provisions of this Section 38 will survive any expiration or termination of this Agreement.
35. Assignment, Subletting and Encumbrances Lessee may not sublet or assign any interest in the Leased Property or this Agreement. Lessee may grant liens or encumbrances on its interest in any part or portion of this Agreement only upon first obtaining the written approval of MCAA.
36. Time. Time is of the essence in this Agreement.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. Attorney's Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just, including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
43. 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.

44. 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.
45. 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.
46. 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.
47. Official and Corporate Action. The parties represent and warrant that each has taken all official or corporate action necessary to authorize the execution and performance of this Agreement.

MCAA:

MISSOULA COUNTY AIRPORT AUTHORITY

By: _____
Brian Ellestad, Airport Director

LESSEE:

LIQUID PLANET MONTANA, INC.

By: _____
Chad Morgan, Manager

SURVEY COMMISSIONED BY:
BRUSH & CANTY AIRPORT AUTHORITY

CERTIFICATE OF SURVEY RELOCATING COMMON BOUNDARIES
LOCATED BY SECTION 35, T.14N., R.20W., AND SECTIONS 1 & 2, T.13N., R.20W., P.M.M., MISSOULA COUNTY, MONTANA



LEGEND

(1) 8" 10" 12" 16" 24" WITH 1" ALUMINUM CAP MARKED "SCHEIDT/BRANDS/444516/C, INC. JUNE 1972"

(2) FOUND MONUMENT NOT DISCOVERED

(3) CALCULATED POINT: NOTHING FOUND OR SET

(4) BENCHMARK

(5) IDENTIFIED CORNER OR BOUNDARY

(6) ALUMINUM CAP

(7) BRASS CAP

(8) METAL MARKER

(9) RIGHT OF-WAY

(10) FOGG'S CORNER

(11) CALCULATED CORNER OR BOUNDARY POINT FOUND MONUMENT SET

(12) RECOVERED - IDENTIFIED BASE OF TRANSFERRED STATION PROPERTY AND SET BENCHMARK

(13) RECOVERED - CORRESPONDENCE OF BOUNDARY AREA (STAKES, ETC.)

(14) RECOVERED PLAT OF CORRESPONDENCE OF BOUNDARY OF RECORDS AND PLAT DEEDS EXISTED NOT FOUND CORNER, LINE

THE FOLLOWING WERE PLACED WITHIN 48 HOURS BY MISSOURI COUNTY:

LOCAL DESCRIPTION

A PORTION OF THREE TRACTS OF LAND DESCRIBED IN BOOK 128 DEEDS, PAGE 16; IN BOOK 123 DEEDS, PAGE 228 AND IN BOOK 123 DEEDS, PAGE 46 AND LOCATED IN THE SOUTH ONE-HALF (S1/2) OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 2 WEST, NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 2 WEST AND THE NORTH ONE-HALF (N1/2) OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 2 WEST, PRINCIPAL MERIDIAN MONTANA, MISSOULA COUNTY, MONTANA AND MORE FULLY LATELY DESCRIBED AS FOLLOWS:

TRACT A

BEING PART OF THE SECTION CORRESPONDING TO SECTIONS 28 AND 32, TOWNSHIP 14 NORTH, RANGE 20 WEST AND SECTIONS 1 AND 2, TOWNSHIP 13 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, MISSOULA COUNTY, MONTANA, THENCE, BEAR 42°20'W ALONG THE SECTION LINE CORNER TO SAID SECTION 28 AND 32, A DISTANCE OF 2131.87 FEET, TO THE TRUE POINT OF BEGINNING OF SAID SECTION 28 AND 32, BEING THE SOUTHERN RIGHT-OF-WAY BOUNDARY FOR HIGHWAY 10 WEST; THENCE, S49°05'E ALONG SAID BOUNDARY OF SAID SECTION 28 AND 32, A DISTANCE OF 103.85 FEET; THENCE, S89°13'W ALONG SAID BOUNDARY OF SAID SECTION 28 AND 32, A DISTANCE OF 62.48 FEET; THENCE, S47°25'E ALONG SAID RIGHT-OF-WAY BOUNDARY, A DISTANCE OF 15.11 FEET; THENCE, LEAVING SAID RIGHT-OF-WAY BOUNDARY, S43°12'W A DISTANCE OF 18.64 FEET; THENCE, N44°34'W A DISTANCE OF 35.30 FEET TO A POINT ON SAID SECTION 28; THENCE, S49°05'E, ALONG SAID SECTION LINE, A DISTANCE OF 142.80 FEET TO THE TRUE POINT OF BEGINNING OF SAID SECTION 28 AND 32.

1998

beginning at the section corner common to sections 28 and 36, township 26 north, range 26 west and sections 1 and 2, township 23 north, range 26 west, wingborg, missouri; missouri county, montana; thence, southwest, 89°15'15" E, a distance of 30.25 feet to the true point of beginning of tract 3; said point being on the westward side of way boundary for highway to west thence, leaving said right-of-way boundary, said point, a distance of 456.13 feet; thence, northwest, a distance of 146.25 feet; thence, north, 74°15'00" E, a distance of 164.61 feet to a point on and north of way boundary; thence, southwest, along said right-of-way boundary, a distance of 106.26 feet to the true point of beginning of tract 3, containing 45 acres more or less, subject to all easements and right-of-way.

1. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PURPOSE OF THIS SURVEY IS TO RELOCATE COMMON BOUNDARIES OF THREE PARCELS OF LAND. THE UNDERSIGNED FURTHER CERTIFIES THAT PARCELS A & B OF THIS CERTIFICATE OF SURVEY ARE EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO M.C.A. 73-3-101(1)(a) TO (1)(f). DIVISION MADE OUTSIDE OF PLATTED SUBDIVISIONS FOR THE PURPOSE OF RELOCATING COMMON BOUNDARY LINES BETWEEN ADJACENT PROPERTIES."

THE UNDERSIGNED FURTHER CERTIFIES THAT EXACTS A.S.B. OF THIS CERTIFICATE OF SURVEY ARE EXCLUDED FROM REVIEW AS A SUBSTANTIATION PURSUANT TO M.C.A. 17-4-1202(1)(b). TOWNSHIPS LOCATED WITHIN JURISDICTIONAL AREAS THAT HAVE ADOPTED GROWTH POLICIES PURSUANT TO CHAPTER 1 OR WITHIN FIRST CLASS OR SECOND CLASS MUNICIPALITIES FOR WHICH THE GOVERNING BODY CERTIFIES, PURSUANT TO 17-4-07, THAT AREA'S STORM WATER DRAINAGE AND ALLOTMENT MUNICIPAL FACILITIES WILL BE PROVIDED.

DATED THIS 20 DAY OF August, 2013 BY [Signature]

STATE OF MONTANA
COUNTY OF _____

COUNTY OF MISSOURI
THIS INSTRUMENT WAS RECORDED BEFORE ME THIS 26 DAY OF DECEMBER 1988 BY JAMES ALLEN

DATE: 10/10/78

Catherine E. L. Tardif

PRINTED NAME IS NOTARY CATHERINE E. L. TARDIF

NOTARY PUBLIC FOR THE STATE OF MISSISSIPPI

ISSUED AT WILSONVILLE, VA
MY COMMISSION EXPIRES 08-05-2016

CERTIFICATE OF ADOPTION

I, ERAND SCHAEFFER, PROFESSIONAL ENGINEER AND LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN ON THIS CERTIFICATE OF SURVEY. THAT SUCH SURVEY WAS MADE DURING THE MONTH OF JULY 2016, THAT SAID SURVEY IS TRUE, AND COMPLETE AS SHOWN AND THAT THE MONUMENTS BEING AND SET ARE OF THE CHARACTER, AND OCCUPY THE POSITIONS SHOWN HEREON.

DATED THIS 12TH DAY OF August 2010 BY *[Signature]*
 [Signature]

Form 1040-ES (2015) (Instructions for Form 1040-ES)

THIS SURVEY IS FILED WITH THE INTENT TO QUALIFY FOR THE EXEMPTION AS FOUND IN SECTION 552, 28 U.S.C. 552 TO NOT BE DISCLOSED. NO FURTHER ACTION IS REQUIRED BY THE REQUESTOR. NO FURTHER ACTION IS REQUIRED BY THE REQUESTOR. NO FURTHER ACTION IS REQUIRED BY THE REQUESTOR.

ADUCING PROPERTIES.

ATTACHED BY:


APPROVED THIS 15th DAY OF August 2013 BY Joanna Miller, R.S.

MICHIGAN CITY-COUNTY INAL TRUSTEES

ADJUTANT GENERAL 15th AUGUST 1945

MISSISSAUGA COUNTY DEPARTMENT OF PUBLIC WORKS

CO006376 Page: 1
04/12/2012 02:28:10 PM Carroll County CO, Tenn
Furn. & Equip. - Nashville County Court & Foreman
SAC Book 918 Page 389
SPA Book 918 Page 390

 MORRISON MAIERLE, INC. <small>Surveyors Engineers Planners Architects</small>	CERTIFICATE OF SURVEY # 06378			
	1/4 SEC. 1/4 SEC. 1/4 SEC. 1/4 SEC.	SECTION 1 2 3 4	TOWNSHIP 13N 14N 15N 16N	RANGE 10W 11W 12W 13W
	CLIENT: PIEDMONT COUNTY AIRPORT AUTHORITY			
	FIELD BOOK: 111 DRAWN BY: 111 DATE: 6-17-11 SCALE: 1"=100'			
	PRINCIPAL SURVEYOR: WILLIAM MORRISON REGISTERED: 11-19-1991 DRAWING NAME: 111			

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: April 26, 2022

1. **TITLE:** Flathead Travel Lease for new terminal

Review, discussion and possible approval of Flathead Travel Lease for new terminal and matters related thereto. **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** Flathead Travel has been in the Missoula Airport since 2007. We've had a travel agency on site since 1985 – when Northwest Travel was on site. All Destinations Travel took over the lease in 2002. We are happy that Flathead Travel will be moving into a space in the new terminal as it is a great service for our passengers to have a travel agency located on site. Because space in this first phase was limited, we have agreed to a month-to-month tenancy. The space consists of one room which is 179 square feet and then a shared atrium (with John Horton) of 63 square feet for a total of 210 square feet and the rent is \$439.31 per month.
5. **BUDGET INFORMATION:**
Amount Required: \$
Budget amount available: \$
6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of Lease Agreement
7. **RECOMMENDED MOTION:** Move to approve Lease agreement with Flathead Travel as presented.
8. **PREPARED BY:** Lynn Fagan
9. **COMMITTEE REVIEW:** None

LEASE AGREEMENT

THIS LEASE is made and entered into this 26th day of April, 2022, by and between MISSOULA COUNTY AIRPORT AUTHORITY ("Lessor" or "MCAA"), and Flathead Travel Service, Inc. ("Lessee").

RECITALS

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport");
2. Lessee has leased space in the Airport terminal which is now scheduled to be deconstructed;
3. Lessee desires to lease space in the new Airport terminal;
4. MCAA has space available in the Airport terminal at this time to accommodate Lessee;

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:

SECTION 1 LEASE

1.1 Lease. Lessor grants to Lessee the use of the Leased Property hereinafter described for the limited purposes and uses set forth in this Lease.

1.2 Description of Leased Property. The property leased shall consist of 210.5 square feet located on the main floor of the Airport terminal, designated as Room 157 and half of room 156, as more specifically shown on the attached Exhibit A.

1.3 Condition, Examination and Acceptance of Leased Property. Lessee acknowledges that it has inspected the Leased Property, is satisfied with its condition, and accepts it in its present condition. Lessee acknowledges that its decision to enter into this Lease was based upon the Lessee's own inspection of the Leased Property and the Lessee's own judgment of its suitability and desirability for the Lessee's purposes, and that Lessee has not been governed or influenced by any representation of the Lessor as to the condition, suitability, character or earning capacity of the Leased Property.

SECTION 2 TERM

2.1 Term. This Lease shall be a month-to-month tenancy. Either party shall have the right to terminate the lease upon 30 days' notice.

SECTION 3 RENTS AND FEES

3.1 Rents and Fees. Beginning on May 1, 2022 ("Lease Start Date"), Lessee agrees to pay to the Lessor a Rent in the amount of Four Hundred Thirty-Nine Dollars and Thirty-One cents

(\$439.31) per month.

3.2 Time and Place of Payment. The rent shall be paid in advance of the first day of each and every calendar month. Lessee shall have the privilege of prepayment of the annual amounts on or before July 1 of any year. All payments made under this Lease will be sent to Lessor at the address set forth in this Lease, or to whatever other person and/or address Lessor designates in writing.

3.3 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 to cover the extra expense involved in handling delinquent payments. Any payment made after that date will not be considered complete unless it includes this late payment charge. Lessee will be in default under this Lease until the late payment charge is paid.

3.4 Taxes and Assessments. Lessee shall timely and promptly pay any and all taxes and assessments, personal property taxes, business taxes and fees, and sales taxes which become due and payable upon or arising from the Leased Property; any fixtures, equipment or other property constructed on the Leased Property or used in Lessee's operations; Lessee's use of the Leased Property; and/or Lessee's operations on or from the Leased Property.

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

3.5 Utilities. Lessor shall provide and pay for utilities for normal heating, electrical and air conditioning. Lessee is solely responsible for contracting and paying for all other utilities and services furnished to the Leased Property. Lessee shall be responsible for payment prior to their delinquency date of all charges for utilities and services supplied to the Leased Property for which it is responsible.

SECTION 4 USE

4.1 Use. Lessee's use of the Leased Property pursuant to this Lease is limited to the operation of a travel agency. No other uses or operations are permitted under this Lease without the Lessor's prior written approval of the type and nature of the proposed use and all terms, conditions, restrictions and fees for such use.

4.4 Furniture and Equipment Installation. Lessee shall provide at its sole cost and expense the materials, equipment, supplies, furniture and fixtures, together with any other leasehold improvements, furniture, fixtures, equipment and material necessary to operate its business in the Leased Property. Lessee shall comply with Article 6 below when performing any construction or alteration on the Leased Property.

4.5 Report of Furnishings and Equipment. Upon the installation of any new furnishing, fixtures, and equipment, Lessee shall submit an inventory by category showing fixtures and leasehold improvements in one category, and furniture, furnishings, and equipment (e.g. personal property) in a second category.

4.6 Title to Improvements. Title to all fixtures and leasehold improvements constructed, installed on or attached to the Leased Property shall pass to MCAA at the time of installation or construction whether or not the improvements are at the expense of the MCAA or Lessee, except

those items of personal property and equipment that can be removed without damage or harm to the remaining structure or surface. Title to all Lessee's personal property and equipment and all expendable equipment provided at the expense of the Lessee shall at all times during the term of this Agreement remain in Lessee's name.

4.7 Ownership of Improvements; Removal of Personal Property. The parties acknowledge and agree that MCAA is the owner of all structures, fixtures, installations and improvements to the Leased Property except as expressly set forth in this Agreement. Upon termination or expiration of this Agreement, Lessee shall immediately remove all personal property, and equipment from the Leased Property. Any such personal property not removed from the Leased Property on or before expiration or termination of this Agreement shall automatically become the property of MCAA who may dispose of such property in any manner. In the event MCAA incurs costs or expenses in the removal or disposal of such personal property in excess of any amounts recovered from the sale of any of the property, MCAA shall bill Lessee for such additional costs and/or expenses which shall be due and payable upon receipt by Lessee.

4.8 Compliance with Laws. Lessee will not use or permit the use of the Leased Property for any illegal, immoral, offensive, objectionable, improper, or disreputable purpose, any purpose which may result in damage to the Leased Property, any purpose which may cause a public or private nuisance or disturb other persons in the area, any purpose which is dangerous or prohibited by typical casualty or liability insurance policies available for similar properties, any purpose which may result in the cancellation of any insurance policy, or any purpose which violates any federal, state, or local statute or regulation.

4.9 Applicable Laws. The Lease is subject to all applicable federal, state and local laws and regulations governing the use of MCAA property including those of the FAA, the State of Montana and the 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.

4.10 Rules and Regulations. Lessee's use of the Leased Property and all of the Lessee's operations and activities on MCAA property are subject to the provisions of MCAA's Primary Guiding Documents as the same may be amended from time to time by MCAA. Lessee is bound by and subject to the provisions of the Primary Guiding Documents and any other rules or regulations duly adopted by the Board of Commissioners of the Missoula County Airport Authority.

4.11 Non-Exclusivity. 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.

4.14 Lease Subordinate to Rights of the U.S. Government. This Lease is subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States of America relative to the development, operation, or maintenance of the Airport. This Lease is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.

4.15 Existing Easements. The Leased Property is accepted by Lessee subject to any and all existing easements or other encumbrances.

SECTION 5 NON-DISCRIMINATION

5.1 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.

- a. Notwithstanding anything to the contrary contained in this Agreement, the parties agree that Lessee is responsible for compliance with the Americans With Disabilities Act of 1990 (the "ADA") for any and all activities on the Leased Property, including compliance with the provisions of Title III of the ADA for any construction, renovations, alterations, and repairs made by Lessee within or on the Leased Property during the term of this Agreement.
- 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. 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.
- d. Each year so long as this Lease continues, no later than ninety (90) days following September 30th, Lessee shall provide MCAA with the following information:
 - i. The name and address of each Montana certified ACDBE with which it has done business during the past year;
 - ii. A description of the nature of the services performed by and/or items purchased from each firm named;
 - iii. The dollar value of each transaction;
 - iv. Total dollar value for goods and services in categories identified by MCAA.

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

- e. 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.

SECTION 7 MAINTENANCE OF LEASED PROPERTY

7.1 Maintenance of Leased Property. Lessee agrees to repair and maintain the leasehold and all improvements on the Leased Property in good order and repair. Lessee agrees to keep the Leased Property in a neat, clean and orderly condition including, but not limited to, the prevention of accumulation of any trash, debris, refuse or waste materials.

7.2 If the Leased Property is not being properly maintained as required, Lessor may, after giving written notice to Lessee, cause such repair, maintenance or clean up to be done. The cost of such work shall be added to the rent. If said costs are not paid promptly by Lessee, this Lease shall be deemed to be in default and Lessor shall be entitled to all available legal remedies.

7.6 Inspection. Lessor's representative shall have the right, after 24 hour notice, to inspect the Leased Property to determine if the provisions of this Lease are being complied with by Lessee. Lessee's representative may accompany the Lessor's representative on all inspections.

SECTION 8 OBLIGATION OF LESSOR

8.1 Obligations of Lessor. Lessor covenants and agrees that upon execution of this Lease, 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 Lease 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 Lease.

8.2 Lessor warrants to Lessee peaceful possession and quiet enjoyment of the Leased Property during the term of this Lease conditioned upon timely and complete performance of Lessee's obligations under this Lease and subject to the limitations and restrictions set forth in this Lease.

SECTION 9 DEFAULT BY LESSEE

9.1 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 Lease, Lessor may terminate this Lease with thirty days' notice and pursue any and all other rights or remedies available to the Lessor at law or in equity.

SECTION 13 INSURANCE

13.1 Insurance. During the term of this Lease, the Lessee will obtain and maintain the following kinds and amounts of insurance with respect to the Leased Property:

a. Commercial general liability insurance insuring against liability for bodily injury and property damage occurring in, on or around the Leased Property, in an amount not less than Two Million Dollars (\$1,000,000) combined single limit of bodily injury and property damage.

b. Property and casualty insurance insuring any buildings, structures and fixtures 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 the Lessee and that the Lessor may request in writing that the Lessee obtain.

d. Lessee must obtain insurance acceptable to Lessor for any special events authorized by Lessor pursuant to the terms and conditions of this Lease.

e. All such insurance policies will be in a form and amount and with companies satisfactory to the Lessor, and will name the Lessor as additional insured and/or loss payee, or as holding such other additional interest as may be appropriate. With respect to a lender with a consensual lien or mortgage, Lessor agrees to subordinate to such lender its priority as an additional insured and/or loss payee for the improvements made on the Leased Property. All insurance policies will require the underwriter or insurance company to give the Lessor at least thirty (30) days prior written notice of the termination or material alteration of the policies. Lessee will pay all premiums for such policies on or before the date that they are due. Before Lessee takes possession of the Leased Property and from time to time upon request from Lessor, Lessee will provide satisfactory and acceptable proof of such insurance, including but not limited to a certificate of insurance.

f. 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 Lease, nor as full performance of Lessee's part of the indemnification provisions of this Lease. 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 neglect connected with or arising from the operations of Lessee under this Lease.

13.2 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.

SECTION 15 NOTICES

15.1 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:

Lessor:

Missoula County Airport Authority
Airport Director
5225 Hwy 10 West
Missoula MT 59808

Lessee:

Flathead Travel Service, Inc
Darcy Lard
500 South Main
Kalispell, MT 59901

SECTION 17 MISCELLANEOUS PROVISIONS

17.1 Assignment, Subletting and Encumbrances. Any subletting or assignment 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 Lessor. Any new lessee or sub-lessee must agree to be bound by and to comply with all provisions of this Lease and must submit all information and documents required of new Lessees as set forth in the Primary Guiding Documents.

17.2 Time. Time is of the essence in this Lease.

17.3 Computation of Time. Whenever the last day for the exercise of any privilege or right or the discharge of any duty under this Lease 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.

17.4 Place of Performance, Governing Law and Choice of Venue. The place of performance of this Lease shall be in Missoula County, Montana. This Lease shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Lease shall be in Missoula County, Montana.

17.5 Negotiation of This Lease. The parties acknowledge that this Lease 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 Lease. Each party acknowledges that it has consulted with its own attorney in connection with the negotiation of this Lease.

17.6 Amendments. This Lease 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 Lease.

17.7 Merger. This Lease 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 Lease 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.

17.8 Attorneys Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Lease, 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.

17.9 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.10 Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Lease 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 Lease.

17.11 Waiver. The failure of Lessor 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 Lease.

17.12 Successors in Interest. The terms, covenants and conditions of this Lease apply to and are binding on the successors and assigns of the parties to this Lease.

17.13 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 Lease.

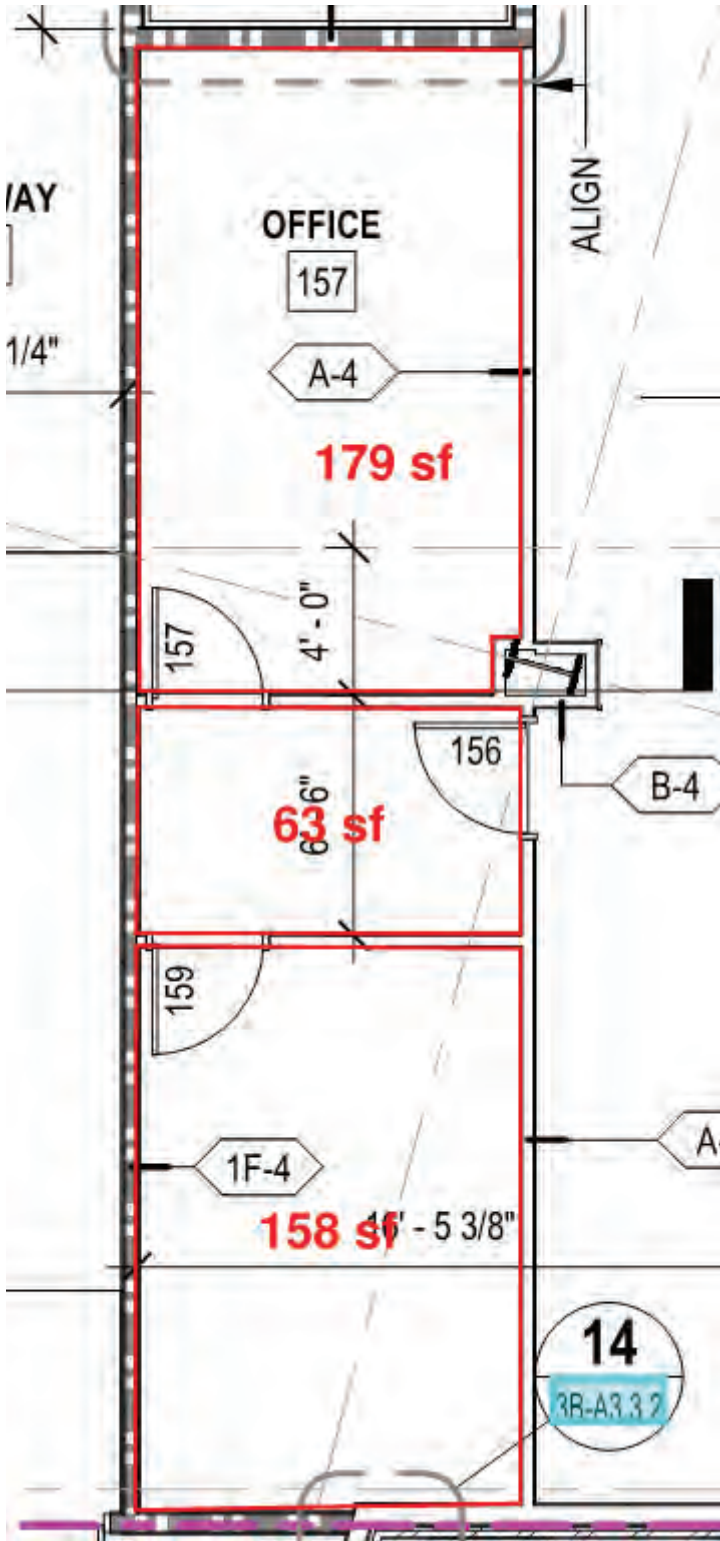
LESSOR:
MISSOULA COUNTY AIRPORT AUTHORITY

Brian Ellestad, Airport Director

LESSEE:
FLATHEAD TRAVEL SERVICES, INC

Darcy Lard, President

EXHIBIT A



**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: April 26, 2022

1. **TITLE:** John Horton Lease for new terminal

Review, discussion and possible approval of John Horton Lease for new terminal and matters related thereto. **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** John Horton has had a real estate office in the airport for many years. He would like to continue that tradition and has agreed to move into space in the first phase of the new construction. Because space in this first phase was limited, we have agreed to a month-to-month tenancy. The space consists of one room which is 158 square feet and then a shared atrium (with Flathead Travel) of 63 square feet for a total of 189.5 square feet and a rent of \$395.48 per month.
5. **BUDGET INFORMATION:**
Amount Required: \$
Budget amount available: \$
6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of Lease Agreement
7. **RECOMMENDED MOTION:** Move to approve Lease agreement with John Horton for new terminal space.
8. **PREPARED BY:** Lynn Fagan
9. **COMMITTEE REVIEW:** None

LEASE AGREEMENT

THIS LEASE is made and entered into this 26th day of April, 2022, by and between MISSOULA COUNTY AIRPORT AUTHORITY ("Lessor" or "MCAA"), and John Horton of Missoula, Montana ("Lessee").

RECITALS

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport");
2. Lessee has leased space in the Airport terminal which is now scheduled to be deconstructed;
3. Lessee desires to lease space in the new Airport terminal;
4. MCAA has space available in the Airport terminal at this time to accommodate Lessee;

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:

SECTION 1 LEASE

1.1 Lease. Lessor grants to Lessee the use of the Leased Property hereinafter described for the limited purposes and uses set forth in this Lease.

1.2 Description of Leased Property. The property leased shall consist of 189.5 square feet located on the main floor of the Airport terminal, designated as Room 159 and half of room 156, as more specifically shown on the attached Exhibit A.

1.3 Condition, Examination and Acceptance of Leased Property. Lessee acknowledges that it has inspected the Leased Property, is satisfied with its condition, and accepts it in its present condition. Lessee acknowledges that its decision to enter into this Lease was based upon the Lessee's own inspection of the Leased Property and the Lessee's own judgment of its suitability and desirability for the Lessee's purposes, and that Lessee has not been governed or influenced by any representation of the Lessor as to the condition, suitability, character or earning capacity of the Leased Property.

SECTION 2 TERM

2.1 Term. This Lease shall be a month-to-month tenancy. Either party shall have the right to terminate the lease upon 30 days' notice.

SECTION 3 RENTS AND FEES

3.1 Rents and Fees. Beginning on May 1, 2022 ("Lease Start Date"), Lessee agrees to pay to the Lessor a Rent in the amount of Three Hundred Ninety-Five Dollars and Forty-Eight cents (\$395.48) per month.

3.2 Time and Place of Payment. The rent shall be paid in advance of the first day of each and every calendar month. Lessee shall have the privilege of prepayment of the annual amounts on or before July 1 of any year. All payments made under this Lease will be sent to Lessor at the address set forth in this Lease, or to whatever other person and/or address Lessor designates in writing.

3.3 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 to cover the extra expense involved in handling delinquent payments. Any payment made after that date will not be considered complete unless it includes this late payment charge. Lessee will be in default under this Lease until the late payment charge is paid.

3.4 Taxes and Assessments. Lessee shall timely and promptly pay any and all taxes and assessments, personal property taxes, business taxes and fees, and sales taxes which become due and payable upon or arising from the Leased Property; any fixtures, equipment or other property constructed on the Leased Property or used in Lessee's operations; Lessee's use of the Leased Property; and/or Lessee's operations on or from the Leased Property.

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

3.5 Utilities. Lessor shall provide and pay for utilities for normal heating, electrical and air conditioning. Lessee is solely responsible for contracting and paying for all other utilities and services furnished to the Leased Property. Lessee shall be responsible for payment prior to their delinquency date of all charges for utilities and services supplied to the Leased Property for which it is responsible.

SECTION 4 USE

4.1 Use. Lessee's use of the Leased Property pursuant to this Lease is limited to the operation of a real estate office. No other uses or operations are permitted under this Lease without the Lessor's prior written approval of the type and nature of the proposed use and all terms, conditions, restrictions and fees for such use.

4.4 Furniture and Equipment Installation. Lessee shall provide at its sole cost and expense the materials, equipment, supplies, furniture and fixtures, together with any other leasehold improvements, furniture, fixtures, equipment and material necessary to operate its business in the Leased Property. Lessee shall comply with Article 6 below when performing any construction or alteration on the Leased Property.

4.5 Report of Furnishings and Equipment. Upon the installation of any new furnishing, fixtures, and equipment, Lessee shall submit an inventory by category showing fixtures and leasehold improvements in one category, and furniture, furnishings, and equipment (e.g. personal property) in a second category.

4.6 Title to Improvements. Title to all fixtures and leasehold improvements constructed, installed on or attached to the Leased Property shall pass to MCAA at the time of installation or construction whether or not the improvements are at the expense of the MCAA or Lessee, except those items of personal property and equipment that can be removed without damage or harm to the remaining structure or surface. Title to all Lessee's personal property and equipment and all

expendable equipment provided at the expense of the Lessee shall at all times during the term of this Agreement remain in Lessee's name.

4.7 Ownership of Improvements; Removal of Personal Property. The parties acknowledge and agree that MCAA is the owner of all structures, fixtures, installations and improvements to the Leased Property except as expressly set forth in this Agreement. Upon termination or expiration of this Agreement, Lessee shall immediately remove all personal property, and equipment from the Leased Property. Any such personal property not removed from the Leased Property on or before expiration or termination of this Agreement shall automatically become the property of MCAA who may dispose of such property in any manner. In the event MCAA incurs costs or expenses in the removal or disposal of such personal property in excess of any amounts recovered from the sale of any of the property, MCAA shall bill Lessee for such additional costs and/or expenses which shall be due and payable upon receipt by Lessee.

4.8 Compliance with Laws. Lessee will not use or permit the use of the Leased Property for any illegal, immoral, offensive, objectionable, improper, or disreputable purpose, any purpose which may result in damage to the Leased Property, any purpose which may cause a public or private nuisance or disturb other persons in the area, any purpose which is dangerous or prohibited by typical casualty or liability insurance policies available for similar properties, any purpose which may result in the cancellation of any insurance policy, or any purpose which violates any federal, state, or local statute or regulation.

4.9 Applicable Laws. The Lease is subject to all applicable federal, state and local laws and regulations governing the use of MCAA property including those of the FAA, the State of Montana and the 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.

4.10 Rules and Regulations. Lessee's use of the Leased Property and all of the Lessee's operations and activities on MCAA property are subject to the provisions of MCAA's Primary Guiding Documents as the same may be amended from time to time by MCAA. Lessee is bound by and subject to the provisions of the Primary Guiding Documents and any other rules or regulations duly adopted by the Board of Commissioners of the Missoula County Airport Authority.

4.11 Non-Exclusivity. 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.

4.14 Lease Subordinate to Rights of the U.S. Government. This Lease is subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States of America relative to the development, operation, or maintenance of the Airport. This Lease is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.

4.15 Existing Easements. The Leased Property is accepted by Lessee subject to any and all existing easements or other encumbrances.

SECTION 5 NON-DISCRIMINATION

5.1 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.

- a. Notwithstanding anything to the contrary contained in this Agreement, the parties agree that Lessee is responsible for compliance with the Americans With Disabilities Act of 1990 (the "ADA") for any and all activities on the Leased Property, including compliance with the provisions of Title III of the ADA for any construction, renovations, alterations, and repairs made by Lessee within or on the Leased Property during the term of this Agreement.
- 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 is shall not discrimination 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.

SECTION 7 MAINTENANCE OF LEASED PROPERTY

7.1 Maintenance of Leased Property. Lessee agrees to repair and maintain the leasehold and all improvements on the Leased Property in good order and repair. Lessee agrees to keep the Leased Property in a neat, clean and orderly condition including, but not limited to, the prevention of accumulation of any trash, debris, refuse or waste materials.

7.2 If the Leased Property is not being properly maintained as required, Lessor may, after giving written notice to Lessee, cause such repair, maintenance or clean up to be done. The cost of such work shall be added to the rent. If said costs are not paid promptly by Lessee, this Lease shall be deemed to be in default and Lessor shall be entitled to all available legal remedies.

7.6 Inspection. Lessor's representative shall have the right, after 24 hour notice, to inspect the Leased Property to determine if the provisions of this Lease are being complied with by Lessee. Lessee's representative may accompany the Lessor's representative on all inspections.

SECTION 8 OBLIGATION OF LESSOR

8.1 Obligations of Lessor. Lessor covenants and agrees that upon execution of this Lease, 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 Lease 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 Lease.

8.2 Lessor warrants to Lessee peaceful possession and quiet enjoyment of the Leased Property during the term of this Lease conditioned upon timely and complete performance of Lessee's obligations under this Lease and subject to the limitations and restrictions set forth in this Lease.

SECTION 9 DEFAULT BY LESSEE

9.1 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 Lease, Lessor may terminate this Lease with thirty days' notice and pursue any and all other rights or remedies available to the Lessor at law or in equity.

SECTION 13 INSURANCE

13.1 Insurance. During the term of this Lease, the Lessee will obtain and maintain the following kinds and amounts of insurance with respect to the Leased Property:

a. Commercial general liability insurance insuring against liability for bodily injury and property damage occurring in, on or around the Leased Property, in an amount not less than Two Million Dollars (\$1,000,000) combined single limit of bodily injury and property damage.

b. Property and casualty insurance insuring any buildings, structures and fixtures 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 the Lessee and that the Lessor may request in writing that the Lessee obtain.

d. Lessee must obtain insurance acceptable to Lessor for any special events authorized by Lessor pursuant to the terms and conditions of this Lease.

e. All such insurance policies will be in a form and amount and with companies satisfactory to the Lessor, and will name the Lessor as additional insured and/or loss payee, or as holding such other additional interest as may be appropriate. With respect to a lender with a consensual lien or mortgage, Lessor agrees to subordinate to such lender its priority as an additional insured and/or loss payee for the improvements made on the Leased Property. All insurance policies will require the underwriter or insurance company to give the Lessor at least thirty (30) days prior written notice of the termination or material alteration of the policies. Lessee will pay all premiums for such policies on or before the date that they are due. Before Lessee takes possession of the Leased Property and from time to time upon request from Lessor, Lessee will provide satisfactory and acceptable proof of such insurance, including but not limited to a certificate of insurance.

f. 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 Lease, nor as full performance of Lessee's part of the indemnification provisions of this Lease. 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 neglect connected with or arising from the operations of Lessee under this Lease.

13.2 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.

SECTION 15 NOTICES

15.1 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:

Lessor:

Lessee:

Missoula County Airport Authority
Airport Director
5225 Hwy 10 West
Missoula MT 59808

John Horton

SECTION 17 MISCELLANEOUS PROVISIONS

17.1 Assignment, Subletting and Encumbrances. Any subletting or assignment 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 Lessor. Any new lessee or sub-lessee must agree to be bound by and to comply with all provisions of this Lease and must submit all information and documents required of new Lessees as set forth in the Primary Guiding Documents.

17.2 Time. Time is of the essence in this Lease.

17.3 Computation of Time. Whenever the last day for the exercise of any privilege or right or the discharge of any duty under this Lease 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.

17.4 Place of Performance, Governing Law and Choice of Venue. The place of performance of this Lease shall be in Missoula County, Montana. This Lease shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Lease shall be in Missoula County, Montana.

17.5 Negotiation of This Lease. The parties acknowledge that this Lease 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 Lease. Each party acknowledges that it has consulted with its own attorney in connection with the negotiation of this Lease.

17.6 Amendments. This Lease 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 Lease.

17.7 Merger. This Lease 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 Lease 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.

17.8 Attorneys Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Lease, 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.

17.9 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.10 Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Lease 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 Lease.

17.11 Waiver. The failure of Lessor 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 Lease.

17.12 Successors in Interest. The terms, covenants and conditions of this Lease apply to and are binding on the successors and assigns of the parties to this Lease.

17.13 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 Lease.

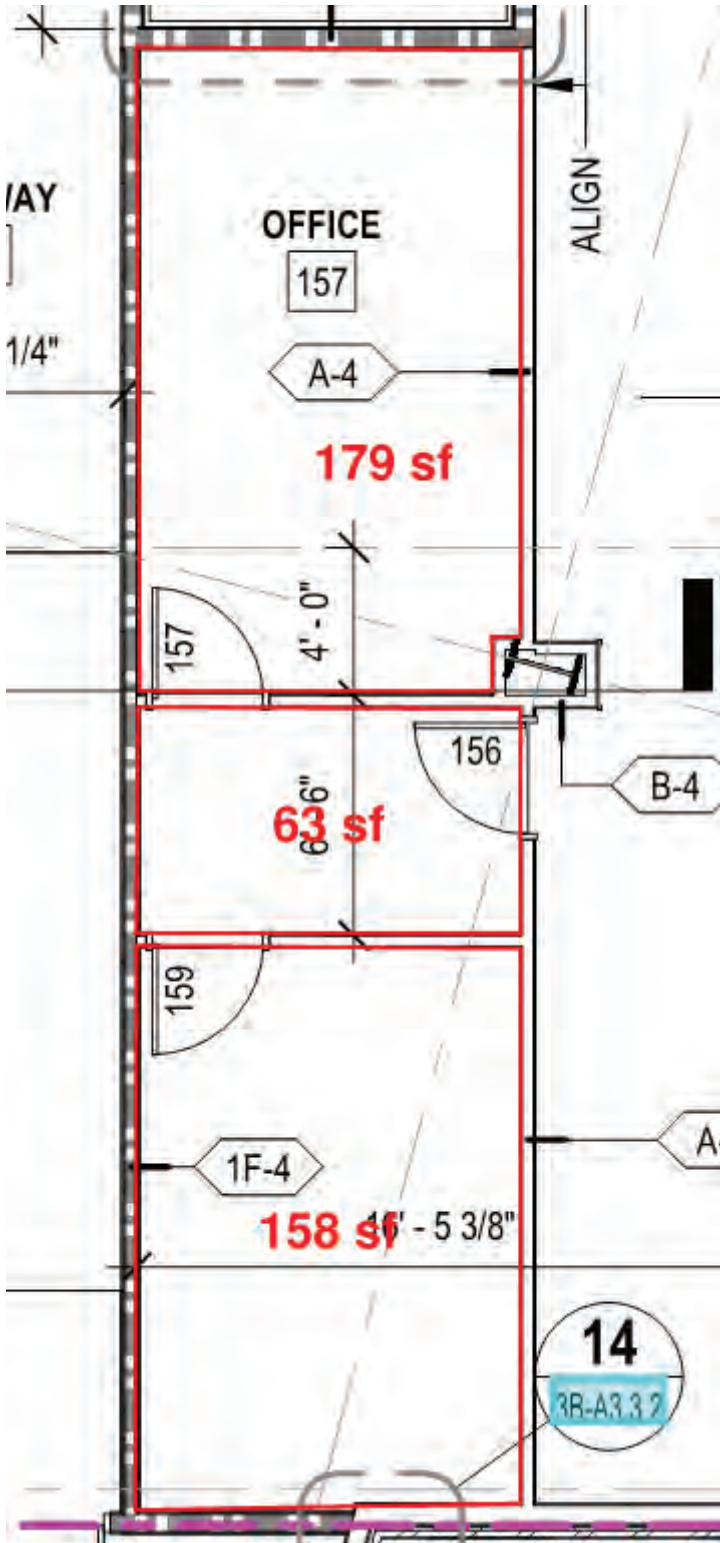
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LESSOR:
MISSOULA COUNTY AIRPORT AUTHORITY

Brian Ellestad, Airport Director

LESSEE:
JOHN HORTON

EXHIBIT A



**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: April 26, 2022

1. **TITLE:** Amendment to Faber Food and Beverage Concession Agreement

Review, discussion and possible approval of Amendment to Faber Food and Beverage Concession Agreement and matters related thereto. **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** Faber Coe & Gregg will be providing food and beverage services at the new terminal. As part of that concession, the Airport will be leasing its liquor license to Faber. The liquor license also allows Faber to obtain a gaming license. However, Montana gaming law prohibits the sharing of gaming revenue between parties so Faber is not permitted to pay the airport a percentage of gross on the gaming revenue, which is how rent is usually calculated for food and beverage concessions on airports. Instead, we have agreed to a flat fee rental of \$500 per month for the liquor license to Faber. This is similar to the arrangement we had with Liquid Planet. We have agreed that we will revisit this fee after the first year so that we can evaluate performance, etc.
5. **BUDGET INFORMATION:**
Amount Required: \$
Budget amount available: \$
6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of Amendment to Faber Food and Beverage Concession Agreement
7. **RECOMMENDED MOTION:** Move to approve Amendment to Faber Food and Beverage Concession Agreement exempting gaming revenue from gross receipts and providing for a flat fee of \$500.00 per month to lease the Airport's liquor license.
8. **PREPARED BY:** Lynn Fagan
9. **COMMITTEE REVIEW:** None

**AMENDMENT TO FOOD AND BEVERAGE
LEASE AGREEMENT**

This Amendment to Food and Beverage Lease Agreement is made and entered into this 26th day of April, 2022 by and between Missoula County Airport Authority ("Lessor") and Faber Coe & Gregg of Florida, Inc., a Florida corporation registered to do business in the State of Montana ("Lessee").

Recitals

1. Lessor is the owner and operator of the Missoula Montana Airport ("the Airport");
2. Lessor and Lessee are parties to a Food and Beverage Lease Agreement dated April 28, 2020 ("the Lease");
3. The Lease included the lease of MCAA's all-beverage liquor license;
4. Lessee desires to add gaming to the Leased Premises and Lessor agrees to this use. The State of Montana Gambling Control Division requires amendments to the agreement regarding gaming revenue;

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

1. Section 8(d) of the Lease Agreement, is amended to include the following language:
Revenue derived from gambling operations is specifically excluded from the term "Gross Receipts" as used throughout this Lease. The term "Gross Receipts" does not include taxes (including sales taxes, occupations taxes and other similar taxes or impositions imposed on or by reason of sales and charges) where billed to the customer by Lessee as a separate item.
2. Paragraph 8(k) is added to the Lease as follows:

Lessee shall pay Lessor as Rent for the lease of MCAA's all-beverage liquor license a flat fee of \$500.00 per month, in addition to other rents due, through the end of Lease Year 1. The license fee shall then be recalculated annually.
3. This Addendum contains the entire understanding of the parties with respect to the amendments to the Lease. All terms of the Lease 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 Lease, the terms of the Addendum will govern.

Missoula County Airport Authority

Faber Coe & Gregg of Florida, Inc.

By: Brian Ellestad
Airport Director



By: BURTON FRIEDMAN CPA
Its: CHIEF FINANCIAL OFFICER

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: April 26, 2022

1. **TITLE:** GSA Lease Amendment No. 3 for South Concourse TSA Lease Space

Review, discussion, and possible approval of GSA Lease Amendment No. 3 for South Concourse TSA Lease Space

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 May 2021, the Missoula County Airport Authority Board accepted General Services Administration Lease Amendment No. 1 to reimburse the airport for construction of TSA lease space in the South Concourse. In December 2021, the Board approved Lease Amendment No. 2 increasing the reimbursable amount to a total of \$633,253.56. Now that the space is complete, Lease Amendment No. 3 is to set the rental amount for the new square footage of 3,296. The annual rental rate will be \$165,394.16. This amendment cannot be executed until the punch work is completed and TSA has accepted the space.

5. **BUDGET INFORMATION:** Increase of \$54,746 annually

6. **SUPPLEMENTAL AGENDA INFORMATION:** Lease Amendment No. 3; Floor plans

7. **RECOMMENDED MOTION:** Move to authorize the Airport Director to accept General Services Administration Lease Amendment No.3 upon TSA's acceptance of the Leased Space.

8. **PREPARED BY:** Lynn Fagan

9. **COMMITTEE REVIEW:** None.

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	<p>LEASE AMENDMENT No. 3</p>
<p>ADDRESS OF PREMISES: Missoula International Airport 5225 W. Broadway St. Missoula, MT 59808-8647</p>	<p>TO LEASE NO. GS-08P-LMT14921</p> <p>PDN Number: N/A</p>

THIS AMENDMENT is made and entered into between **Missoula County Airport Authority**

whose address is: 5225 W. Broadway St, Suite 25, Missoula, MT 59808-9318

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government (the Lessor and the Government may be referred to in this Lease Amendment No. 3 collectively as the "Parties"):

WHEREAS, the Parties hereto desire to amend the above Lease to relocate and expand TSA's office space at the Missoula International Airport.

NOW THEREFORE, the Parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **May 4, 2022**, as follows:

1) Paragraph 1.01, THE PREMISES (SEP 2015), A., of the GSA Form L201D, is hereby deleted and replaced with the following:

"A. Office and Related Space: **3,296** rentable square feet (RSF), yielding **3,296** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the basement floor and 2nd floor, as depicted on the floor plan(s) attached hereto as Exhibit **A**."

2) Paragraph 1.03, RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2015), A. of the GSA FORM L201D, is hereby deleted and replaced with the following:

All other terms and conditions of the Lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: Missoula County Airport Authority
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

“A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

Effective Dates	Shell Rental Rate	Operating Rent*	Annual Rent	Annual Rate / RSF
5/4/2022 -10/31/2028	\$145,792.84	\$19,601.32	\$165,394.16	\$50.18

*subject to annual CPI Adjustments”

3) Paragraph 1.03, RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2015), B. of the GSA FORM L201D, is hereby deleted and replaced with the following:

“B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 3,296 ABOA SF. based upon the methodology outlined under the “Payment” clause of GSA Form 3517.”

4) FAR Clause 52.204-25, is hereby added to the GSA FORM L201D, which states the following:

“52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

INITIALS: _____ & _____
LESSOR GOV'T

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

INITIALS: _____ & _____
LESSOR GOV'T

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

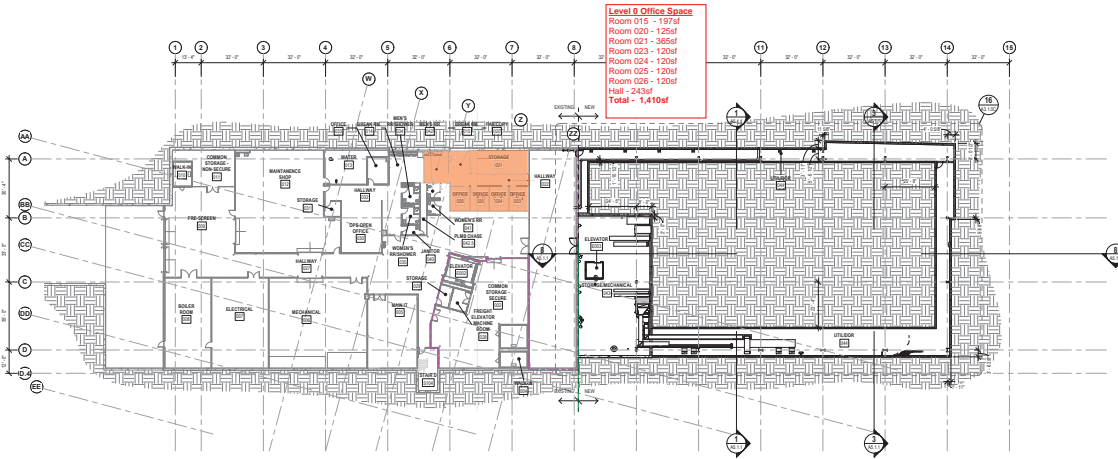
(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items."

INITIALS: _____ & _____
LESSOR GOV'T



DIMENSION NOTES

1. EXTERIOR CONCRETE WALL DIMENSIONS TAKEN TO OUTSIDE FACE OF CONCRETE.
2. EXTERIOR STUD WALL DIMENSIONS TAKEN TO INTERIOR FACE OF STUD.
3. LEVELS IN EXTERIOR WALLS TO ALIGN WITH STEEL WALLS BELOW. REF. DETAILS TB-14C.2 AND TB-14C.3.
4. ALL OTHER DIMENSIONS TAKEN TO FACE OF STUD LIND.
5. STORAGE/RENTAL WALL ASSEMBLY DIMENSIONS TAKEN TO EXTERIOR FACE OF WALLING.

LINETYPE LEGEND

- SLO LINE
- INTERESTING BOUNDARY LINE
- CALCULATED BOUNDARY



OVERALL FLOOR PLAN - LEVEL 00
MSO EAST CONCOURSE EXPANSION
MISSOULA MONTANA AIRPORT

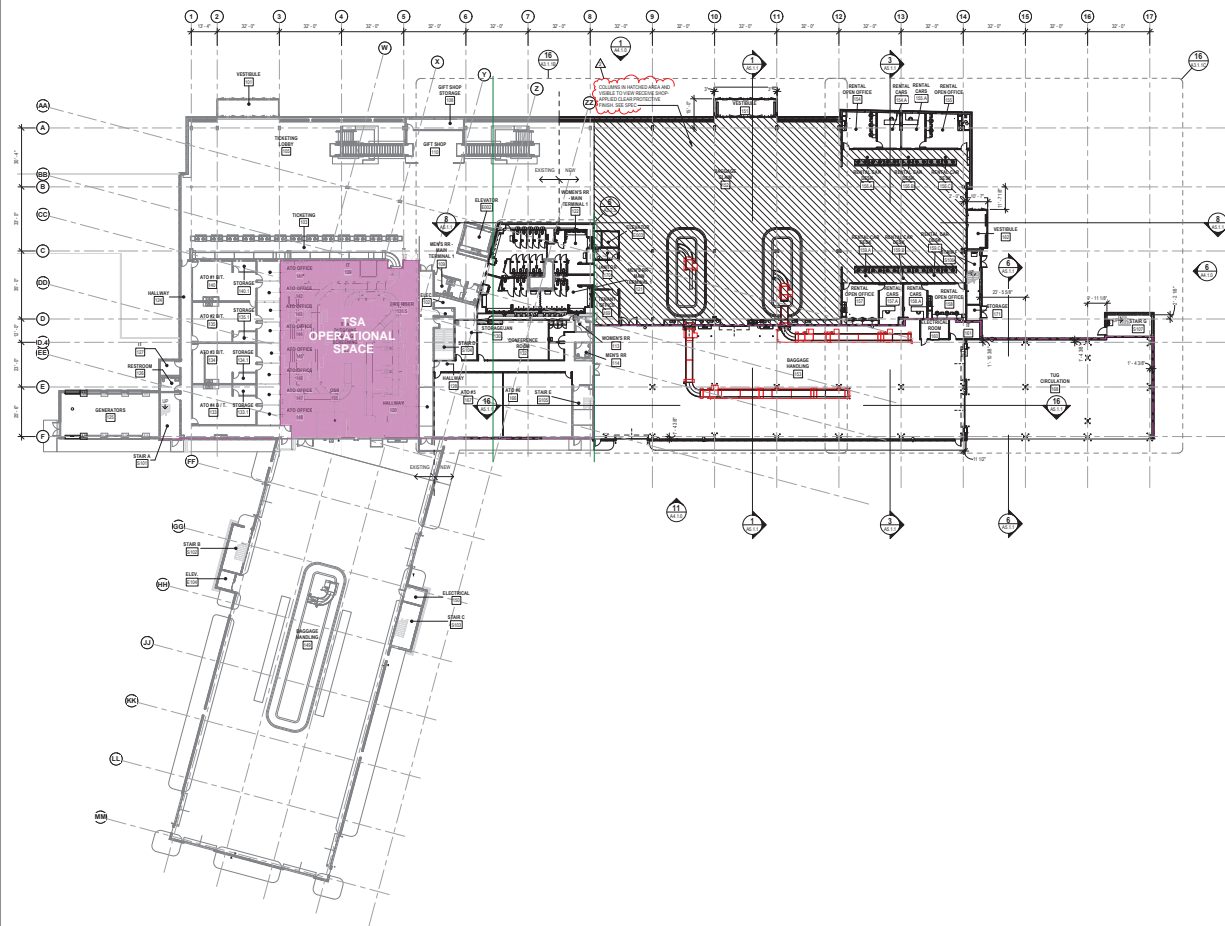
project # 16131.20
region GDR

ISSUE RECORDING DOCUMENTS



16 OVERALL FLOOR PLAN - LEVEL 00
1" = 20'-0"

Issue Date
01.20.2022
A2.1.0



DIMENSION NOTES

1. EXTERIOR CONCRETE WALL DIMENSIONS TAKEN TO OUTSIDE FACE OF CONCRETE.
2. EXTERIOR STUD WALL DIMENSIONS TAKEN TO INTERIOR FACE OF STUD.
3. LEVELS IN EXTERIOR WALLS TO ALIGN WITH STAIR WALLS BELOW. REF DETAILS TB 145.2 AND TB 145.3.
4. ALL OTHER DIMENSIONS TAKEN TO FACE OF STUD LINE.
5. STORMWATER CURTAIN WALL ASSEMBLY DIMENSIONS TAKEN TO EXTERIOR FACE OF WALLING.

LINETYPE LEGEND

- WALL LINE
- - - NONSTRUCTURAL BOUNDARY LINE
- - - CALCULATED BOUNDARY

FLOOR PLAN GENERAL NOTES

1. REVIEW ALL EXISTING, MATERIAL, AND CONSTRUCTION INFORMATION FOR EXISTING CONDITIONS. ALL INFORMATION OBTAINED FROM EXISTING INFORMATION IS BASED ON THE INFORMATION SUPPLIED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS.
2. REVIEW THE EXISTING CONDITIONS FOR EXISTING WALLS, FLOORS, CEILING, AND ROOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS.
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16 OVERALL FLOOR PLAN - LEVEL 01
1" = 20' 0"



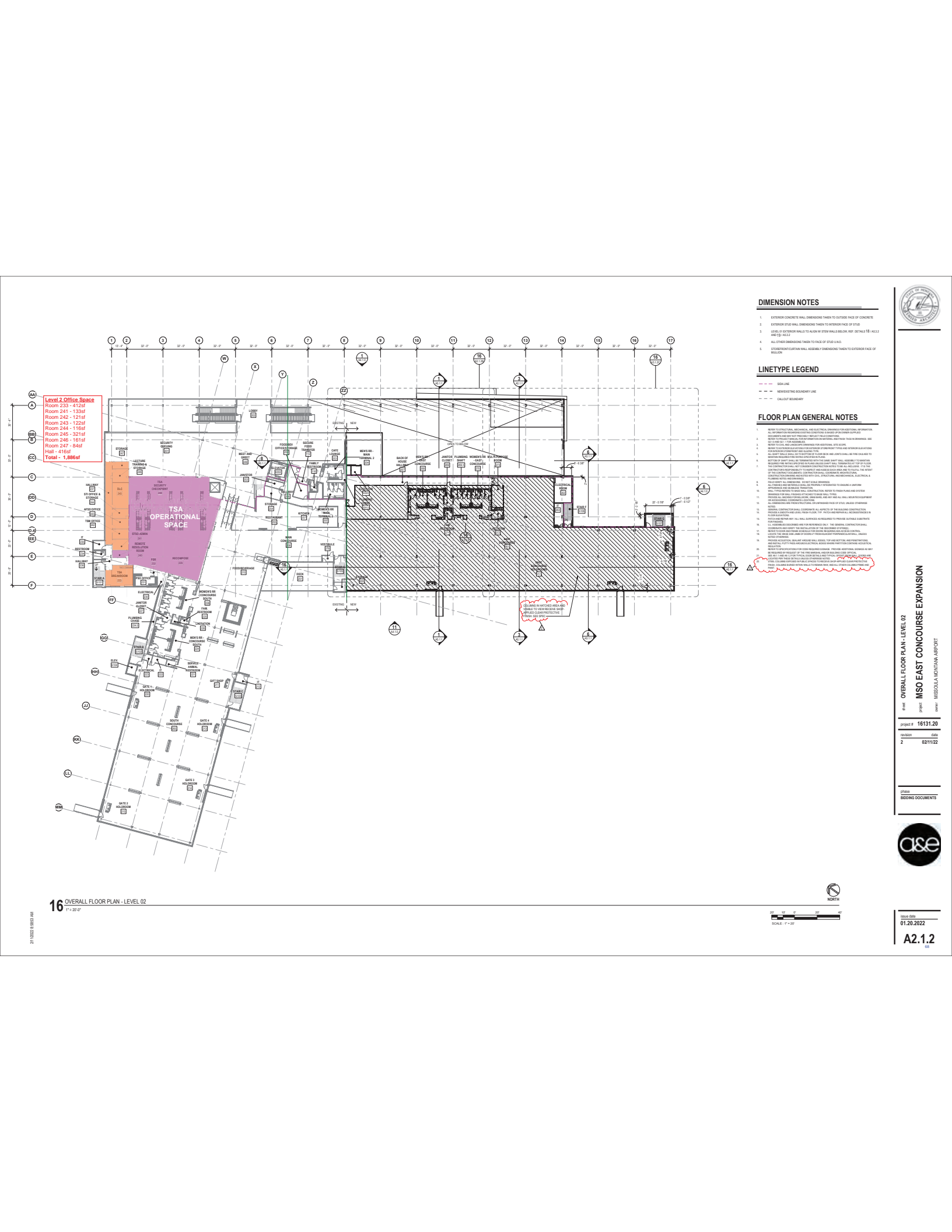
OVERALL FLOOR PLAN - LEVEL 01
MSO EAST CONCOURSE EXPANSION
MISSOULA MONTANA AIRPORT

project # 16131.20
revision 2
date 02/11/22

phase
BIDDING DOCUMENTS



sheet 001
01.20.2022
A2.1.1



Level 2 Office Space
Room 233 - 412sf
Room 241 - 133sf
Room 242 - 121sf
Room 243 - 122sf
Room 244 - 116sf
Room 245 - 321sf
Room 246 - 161sf
Room 247 - 54sf
Hall - 416sf
Total - 1,886sf

TSA
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DIMENSION NOTES

1. EXTERIOR CONCRETE WALL DIMENSIONS TAKEN TO OUTSIDE FACE OF CONCRETE.
2. EXTERIOR STUD WALL DIMENSIONS TAKEN TO INTERIOR FACE OF STUD.
3. LEVELS IN EXTERIOR WALLS TO ALIGN WITH STAIR WALLS BELOW. REF. DETAILS TB-1A-2.2 AND TB-1A-2.3.
4. ALL OTHER DIMENSIONS TAKEN TO FACE OF STUD LIND.
5. STRUCTURE/CLIMATE WALL ASSEMBLY DIMENSIONS TAKEN TO EXTERIOR FACE OF WALLING.

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- EXISTING BOUNDARY LINE
- CALCULATED BOUNDARY

FLOOR PLAN GENERAL NOTES

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OVERALL FLOOR PLAN - LEVEL 02
MSO EAST CONCOURSE EXPANSION
MISSOULA MONTANA AIRPORT

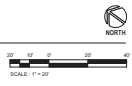
project # 16131.20
revision 02
2 02/11/22

phase
BIDDING DOCUMENTS



sheet 001
01/20/2022
A2.1.2
68

16 OVERALL FLOOR PLAN - LEVEL 02
1" = 20'-0"



Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: April 26, 2022

1. **TITLE:** Agreement between Local 2457, International Association of Firefighters and Missoula County Airport Authority

Review, discussion, and possible approval of an Agreement between Local 2457, International Association of Firefighters and Missoula County Airport Authority

ACTION ITEM

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

3. **TIME REQUIRED:** 10 Minutes

4. **BACKGROUND INFORMATION:** A couple of years ago our Public Safety Officers voted to change unions (from Montana Federation of Public Employees to International Association of Firefighters). Because of this they had to go one full year without being in a union before joining the new one. In January of this year, they were approved and joined Local 2457, International Association of Firefighters. Staff then had to negotiate a new bargaining agreement which is now complete and ready for your consideration. My goal from the beginning was to get a long-term agreement that would stretch through the next phase of the terminal construction. We also looked at numerous similar jobs and this agreement puts our starting pay where we believe it needs to be in order to be competitive in the job market. For example, our starting pay would be \$30.60, City Police start at \$30.80 while first year City Fire Fighters can earn \$29.71 once they have full certifications. Our Public Safety Officers cover Police, Fire, Operations and EMS duties.

5. **BUDGET INFORMATION:**

Amount Required: Planned for in FY 2023 fiscal budget

Budget amount available:

6. **SUPPLEMENTAL AGENDA INFORMATION:** Proposed contract attached.

7. **SECONDED MOTION** from the Facility and Operations Committee: to approve the Agreement between Local 2457, International Association of Firefighters and Missoula County Airport Authority as presented.

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

9. **COMMITTEE REVIEW:** Facility and Operations Committee on April 22nd.

AN AGREEMENT

BETWEEN

**LOCAL 2457, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**


AND

MISSOULA COUNTY AIRPORT AUTHORITY

EFFECTIVE DATES

July 1, 2022 through June 30, 2026

Approved by Missoula County Airport Authority: _____

Approved by Local 2457 Membership: _____


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PREAMBLE

This agreement is entered into by and between the Missoula County Airport Authority (MCAA), hereinafter referred to as the Employer, and Local 2457, International Association of Firefighters, hereinafter referred to as the Union.

ARTICLE 1 PURPOSE AND SCOPE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences that may arise and to establish proper standards for wages, fringe benefits, grievances, hours and other conditions of employment.

ARTICLE 2 DISCRIMINATION

The Employer and the Union agree not to discriminate against or harass any employee for his activity, non-activity, or membership in the Union.

The Employer and the Union agree that there shall be no discrimination or harassment against any employee or applicant for employment because of race, creed, religion, color, or national origin or because of age, physical or mental disability, marital status, gender, sex or political beliefs, when the reasonable demands of the position do not require an age, physical or mental disability, marital status, or sex distinction.

MCAA Employee Policy Manual sets forth the policy and process that both employees and supervisors are required to follow when harassment and/or discrimination is believed to have occurred. This policy details what a person should do if they believe they have been subjected to harassment or discrimination, or if they have witnessed another person being subjected thereto. This policy details what the supervisor responsibilities are when they receive a report of harassment or discrimination. All employees have the obligation to report employee harassment or discrimination, but they also must report outside vendors engaging in harassing or discriminating conduct against airport employees. This policy should be the procedural guide for employees if their supervisor is the one who is engaging in the harassment or discrimination.

ARTICLE 3 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all Public Safety Officers (PSO), hereinafter referred to as Employees, who are employed by the Missoula County Airport Authority excluding the Chief of Public Safety, Compliance Officer and all other MCAA employees.

ARTICLE 4 MEMBERSHIP

Employees of the Missoula County Airport Authority, except those excluded in Article 3, may, at their discretion, become members of the Union. Application for membership in the Union shall be in accordance with state and federal laws.

ARTICLE 5 WITHOLDING OF UNION DUES

The Employer agrees to deduct per pay period, dues in an amount certified to be correct by the Treasurer of the Union, from the pay of those employees who individually authorize, in writing that such deductions are made. The Employer shall remit the total deduction each month to the Treasurer of the Union. This authorization shall be enforced and in effect from 7/1 through 6/30, annually.

ARTICLE 6 UNION AFFAIRS

Employees elected to Union office, or a member designated by the Union President, will be allowed time, including but not limited to trading shifts, to perform their Union functions and the duties of their office, including but not limited to, attendance at Union conventions, conferences, seminars, legislative assembly hearings, and board meetings. The members of the negotiating team will be allowed to trade shifts to attend all meetings, which are mutually scheduled, by the Employer and the Union. Employees involved in grievance proceedings will be allowed to trade shifts in order to attend any meetings involving the settlement of grievances.

All trades for Union business will be the responsibility of the Union and will not have a financial impact on the Employer.

ARTICLE 7 MEETINGS

In order to ensure unrestricted operations of the Missoula County Airport Authority, the Employer and the Union agree:

1. The Union may use an Employer facility mutually agreed on as a meeting place.
2. Qualified standby replacements may be used while employees are attending meetings, educational training courses and Union or Employer related functions.
3. A regular meeting day and time will be set. If any special meetings are required, twenty-four (24) hours advance notice will be given.
4. Existing bulletin boards may be used for the posting of official Union information.

ARTICLE 8 MANAGEMENT RIGHTS

All management rights not specifically limited by this Agreement shall continue to rest exclusively with the Employer, including, but not limited to, the right to direct and schedule employees, hire, promote, transfer, assign, discipline and discharge employees, relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, maintain the efficiency of the Employer's operations, determine the methods, means, job classifications and personnel by which the Employer's operations are to be conducted, take whatever actions may be necessary to carry out the missions of the Employer in situations of emergency, establish the methods and processes by which work is performed.

Employees covered by this Agreement may perform secondary duties in harmony with those duties outlined in their job description. Employer agrees to provide the necessary instructions to ensure employees are qualified to perform these duties.

Other employees that are properly certified/trained may be used to perform duties covered by this Agreement. It is recognized that Law Enforcement, Fire and Emergency Services duties performed at the Missoula Montana Airport are the primary responsibility of the Public Safety Department. However, in emergencies (e.g., change in threat levels or aircraft disasters) the Employer may use non-bargaining unit personnel to assist the Public Safety Officers. This provision does not impair the Employer's ability to determine the size of the work force.

ARTICLE 9 POLICIES AND RULES

The Union agrees that its members shall comply in full with the Employer's policies and rules.

The Employer agrees action taken based on policies and SOPs shall be subject to the grievance procedure.

ARTICLE 10 GRIEVANCE PROCEDURE

Grievances are hereby defined as questions or disputes involving the application, interpretation or alleged violation of the terms of this Agreement. Every effort shall be made to resolve grievances at the lowest possible level.

Both parties may mutually agree to extend the time limits at any point during the grievance process.

Grievances shall be submitted in writing within thirty (30) calendar days of the notification of all involved parties of the alleged infraction.

Grievances shall be resolved within the following procedure:

1. The employee and/or the Union shall submit the grievance in writing to the Chief. The grievance will include the following information:

- a. Name of the Grievant(s)
- b. Date(s) and/or Time(s)
- c. Occurrence(s)
- d. Nature of the Grievance
- e. Terms of the Agreement that are applicable to the Grievant
- f. Adjustment sought
- g. Name of Union Representative(s)
- h. Name of Grievance Chairperson

The Grievance Committee or its designee shall notify the supervisor within three (3) calendar days of receiving the potential grievance. The Chief will then have three (3) calendar days to submit documentation of their account to the Grievance Chairperson. The Grievance Chairperson will be responsible for dissemination of the documentation to the Grievance Committee members. If the Grievance Committee deems it to be a valid grievance, and a grievance is submitted, then the Chief, the employee/grievant, and/or the Grievance Committee/or designee of the Union shall meet in an attempt to solve the grievance within seven (7) calendar days. Within seven (7) calendar days of the aforementioned meeting, the Chief shall submit his decision in writing to the grievant and the Grievance Chairperson. The Grievance Committee, or its designee, shall notify the Chief in writing of the grievance and the supervisor's decision.

2. If the grievance is not resolved in Step 1, it shall be submitted in writing within ten (10) calendar days to the Airport Director. The Airport Director shall submit his decision in writing, within thirty (30) calendar days of the receipt of the grievance.
3. Either party may give notice to the other of their intent to submit the grievance to binding arbitration within thirty (30) calendar days if the grievance is not resolved in Step 2.

For grievance arbitration a single arbitrator will be used. The American Arbitration Association will be asked to provide a list of seven (7) qualified arbitrators. The selection of the arbitrator shall be completed within seven (7) calendar days of the receipt of the list of names from the American Arbitration Association. Each party to the dispute shall alternately strike names until one name remains. The party to strike first will be decided by coin toss. The remaining person shall be designated the Arbitrator. The arbitration proceedings shall commence on a date set by the arbitrator. The decision of the arbitrator shall be final and binding on both parties to the Agreement.

The arbitrator shall be without power to make decisions contrary to, or consistent with this Agreement, or modify or vary in any way the application of rules, laws, regulations having the full effect of the law.

The costs and services of the Arbitrator shall be borne equally by both parties.

Either party desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific time limit presented or

any agreed written extension, it shall be considered denied. If the Employer does not answer a grievance or an appeal within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 11 CHANGES IN THE AGREEMENT

All appendices or amendments to this Agreement shall be numbered, dated and signed by both parties and shall be subject to all the provisions of this Agreement.

ARTICLE 12 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 13 NO STRIKE - NO LOCKOUT

The Union recognizes the essential nature of the service provided by its members in protecting the public safety. In light of that fact, the Union agrees that there shall be no work interruptions, slowdowns, or strikes during the term of the Agreement. In the event of unauthorized interruptions, the Union agrees to join the Employer in requiring its members to return to work immediately. The Employer agrees that there will be no lockout of employees during the term of this Agreement.

ARTICLE 14 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES, REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDATION, MERGER, TRANSFER, ANNEXATION AND LOCATION

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE 15 WAGE CALCULATION

The base wage schedule is set forth and attached to this Agreement as Appendix A, which shall form a part of and be subject to all of the provisions of this Agreement.

ARTICLE 16 LONGEVITY

Public Safety Longevity- 0.10 cents per hour, per year of Airport Service.

ARTICLE 17 HOURS OF WORK AND OVERTIME

1. Employer shall have the full and exclusive authority to schedule the work, establish work shifts and assign employees to such shifts as required. The normal work hours and work week shall remain within the discretion of the Employer to establish. It is understood and agreed that Employer is a 24-hour per day and seven-day per week operation and that nothing in this Agreement prohibits the rescheduling of shifts to suit the Employer's needs and requirements as they may change from time to time. Shifts will be bid by seniority, but days off will rotate in a fair and equitable manner unless employees agree to set days off.

Employee shall record, at the end of each work shift, time worked in electronic timekeeping system provided by the employer or as otherwise instructed by the Employer. Submission of a timecard for approval to supervisor through the electronic time-keeping system acts as an electronic date and signature of the timecard to verify that the reported hours worked are complete and accurate. Incomplete cards will be completed by the supervisor with the best information available. The employee is responsible for documenting and notifying the supervisor or Administrative Manager of any necessary corrections after the fact. An employee who fails to submit time records as required is subject to disciplinary action.

2. The normal workday for full-time employees shall be eight (8), ten (10), twelve (12) or twenty-four (24) continuous hour shifts including a paid meal break not to exceed one half (1/2) hour. Meal breaks will be taken when time permits, and Employees must respond when requested during meal breaks. Employees on twenty-four (24) hour shifts shall be paid sleep time up to six hours however, only one on-shift Employee shall be permitted sleep time at any one time. Sleep time is not guaranteed and need not be concurrent. Employees must respond when requested during sleep time.

Employees will be required to remain on airport premises during their meal period and sleep time.

Employees on twenty-four (24) hour shifts will work a 28-day work period.

3. One (1) duty free paid fifteen (15) minute rest break will be allowed during each the first half and second half of the employee's workday.
4. Notification of changes in permanent work schedules shall be given in writing to employees seven (7) calendar days prior to change. When circumstances arise for the employer to have employees deviate from their permanent work schedule, the employer may not unilaterally adjust the employees' regular shift to avoid the payment of overtime unless Employer and Employee agree to the change. The

requirements of this section may be adjusted downward by mutual agreement between the supervisor and employee.

5. The Union and Employer agree that Employees qualify for the Fair Labor Standards Act exception set forth in 29 U.S.C. § 207(k) and that Employees engage in both fire protection and law enforcement activities depending on Employer's needs at the time.

All time worked in excess of two hundred and twelve (212) hours in one work period when working 24 hour shifts in a 28-day work period, shall be paid at the rate of one and one-half (1 1/2) times the Employee's hourly rate. When working twenty-four-hour shifts, no Employee shall be permitted to work more than thirty-six hours continuously. When working eight (8), ten (10) or twelve (12) hour shifts, all time worked in excess of forty (40) hours in one week shall be paid at the rate of one and one-half (1 1/2) times the Employee's hourly rate.

Overtime must be authorized in advance, unless in cases of emergency authorized by the Chief, or their designee. Overtime shall not be compounded or pyramided. Holidays provided herein and leaves scheduled prior to working of the overtime shall be regarded as time worked for purposes of this section only. Sick leave taken during the same work period of overtime shifts shall not result in a loss of overtime.

6. Upon mutual agreement between the employees and the employer, the employee may be allowed to use compensatory time off. Use of compensatory time earned shall be taken by mutual agreement between employee and employer. Employee will be allowed to accumulate 150 hours of compensatory time. The employee may request a cash out of compensatory time. Cash out will be paid at the current rate of pay.

Accrual of comp time can include any additional shifts picked up outside of normal rotation and/or including holiday worked or holidays on regularly scheduled days off.

7. Employees called back to work after completing their regular shift and after leaving the Employer's premises shall be given a minimum of three (3) hours pay at the overtime rate of pay. It is further agreed, that if the work is completed, employees may leave early, and not forfeit pay earned. The call back time begins when the employee arrives at the work site and commences the work. In lieu of a meal program, a premium of fifty dollars (\$50.00) will be paid to each employee called out to work more than two hours prior to the employee's next regularly scheduled shift. Appropriate rest breaks will be granted to employees while working overtime.
8. Nothing in this Agreement shall constitute a guaranteed workday or work week. However, no new employees will be hired unless all regular full-time employees have had an opportunity to work 168 hours each work period (if working a 28-day work period).
9. Other than in circumstances where time does not permit it, the supervisor will post and offer authorized additional hours of work first to qualified employees covered by this agreement on a rotating basis. In the event the supervisor is unsuccessful in finding personnel to complete the additional hours of work, the supervisor shall

require qualified employees covered by the agreement to work in reverse order of seniority on a rotating basis.

Qualified management employees may be used for shift coverage in emergencies or when bargaining unit personnel are unavailable or have not volunteered to fill additional hours of work. Management employees may not change shifts to perform bargaining unit work for the purpose of saving overtime. The Union recognizes that, in this circumstance, shifts may be covered with one bargaining unit member and one management employee to maintain a minimum staffing of two PSO positions per shift.

10. An employee performing work in a higher classification will receive the per hour pay of that classification.
11. It is understood and agreed that supervisory personnel may work whatever hours, perform whatever duties or use whatever equipment or facilities that may be required of them in order to accomplish the task of providing the necessary services to operate a public airport 24 hours per day, 365 days per year. It is further agreed the Employer may use qualified personnel it deems necessary to supplement the work force. In the event the Employer determines the work is overtime, it will abide by Section 10 of this Article. The Union and bargaining unit members agree, understand and accept that the Employer is the sole judge of when overtime by bargaining unit members is necessary, needed and authorized.
12. When initially called the employee will estimate his arrival time at work considering the weather conditions and other factors that may affect the arrival time. If the emergency is time critical, the call out may be canceled in favor of an employee capable of a more rapid response.
13. Employees may agree to exchange shifts when the change is approved by their supervisor. An employee's decision to substitute for another employee must be made freely and without coercion. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal schedule. In no event shall shift exchanges result in overtime pay under this Agreement. Employees who exchange shifts shall so note on their timecards. Employees are solely responsible for tracking shift exchanges. The Employer will not keep a record of the hours of the substitute work. Employees scheduled as a replacement for approved shift exchange accept full responsibility for that shift.

ARTICLE 18 HOLIDAYS

The following legal holidays are those which will be recognized and observed:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day
General Election Day (occurs during even numbered years)

1. The holidays listed above shall be taken on the days designated for their observance by the State of Montana.
2. Employees scheduled to work on the above observed holidays shall be paid a wage equal to one and one-half (1 ½) times their basic hourly rate for all hours worked on the holiday up to twelve (12) hours, based on their current shift. The employee may choose compensatory time credit in lieu of holiday pay. If any compensatory time is selected for that holiday, all additional holiday pay must be taken as compensatory time.
3. If a holiday is observed on an employee's regularly scheduled day off, the Employee will be entitled to up to an additional twelve (12) hours of holiday pay at their basic hourly rate, based on their current shift, the equivalent amount of compensatory time, or another day off by mutual agreement between the Employer and Employee.
4. In order to be eligible for holiday pay, employees shall have worked the last scheduled day before and the first scheduled workday after the observed holiday. If an employee has not worked either of the above days without permission of the Employer, they shall forfeit the holiday pay. Bona fide illness, accident, compensatory time or vacation shall be considered excused absences.
5. Holiday pay is not payable to an employee when they are on worker's compensation leave.
6. If the Employee is scheduled to work on New Year's Day, Independence Day, Veterans Day, or Christmas Day, they will be eligible for holiday pay. The Employee will be paid for working the actual day only and not the observed day on these four holidays. All other holidays will be based on the observed day as defined in Section 1 above.

ARTICLE 19 MILITARY LEAVE

The Employer and the Union agree to comply with all applicable Federal and Montana state laws and regulations regarding military leave.

ARTICLE 20 SICK LEAVE

1. As provided by State law, each employee shall earn sick leave credits from the first full pay period at the rate of 3.69 hours per pay period without restriction as to the number of working days which may be accumulated. For calculating sick leave credits, two thousand eighty (2080) hours shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period

2. An employee may not accrue sick leave credits during a leave of absence without pay. Employees are not entitled to use their accrued sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to use the sick leave credits he has earned. Employees may use sick time donated to them during their first 90 days (or probationary period) or any time thereafter.
3. Any duty-related sickness, disability or injury covered by Workman's Compensation benefits shall not be charged against the employee's accumulated sick leave credits.
4. Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter (1/4) of the amount attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the Employer.
5. Sick leave credits may be used as follows:
 - a. Illness or injury of the employee.
 - b. Illness, injury or death in the employee's immediate family requiring the employee's personal attendance.
 - c. Quarantine for contagious disease control, provided certification is obtained from the attending physician.
 - d. Doctor or dental appointments for treatment of employee's illness, injury or preventive care. If sick leave is to be used for such visits, whenever possible the employee's supervisor shall be notified of the appointment at least forty-eight (48) hours in advance.
 - e. Leave beyond three (3) days may require medical certification.
6. Immediate family shall be defined as listed in Appendix B.
7. Any illness, medical appointment or emergency, which will necessitate use of sick leave, shall be reported by the Employee to the Employer as soon as possible, and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record keeping purposes. Failure to report such leave as soon as possible to the supervisor may be considered absence without leave and a deduction from the employee's pay may be made for the period of such leave. Such absences may be grounds for disciplinary action including dismissal. If the Employer becomes aware that the employee is absent due to a qualifying reason under the FMLA, the Employer may designate the leave as FMLA leave in accordance with the FMLA and regulations promulgated thereunder.
8. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave by mutual agreement between the employee and the Employer.
9. Any holidays that fall during a period that the employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.
10. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for an unauthorized purpose.

11. An employee injured on the job shall make a claim for worker's compensation rather than use sick leave. At the employee's option, the employee may coordinate sick leave benefits with the worker's compensation benefits they may receive worker's compensation benefits only.
12. Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.
13. In order to be entitled to sick leave benefits, on the first day of an illness, the employee must notify their supervisor at least one (1) hour before the beginning of the shift, in order that a replacement may be notified. On subsequent sick days for the same illness a four (4) hour notice will be given to the Employer before shift starting time if the employee extends their sick leave beyond the first day off.
14. Employees on extended sick leave, leave of over a three (3) calendar day duration, must report into their supervisor every seven calendar days. Employee must provide an estimated date of return to work. Employee must provide written request to the supervisor to use sick leave, compensatory or vacation leave to cover their time away from work. Failure to provide written authorization may result in employee's leave status being changed to leave without pay.

ARTICLE 21 VACATION LEAVE

1. The Employer agrees to allow vacation as provided by the current state statute of Montana Code Annotated.
 - a. One (1) day through ten (10) years of employment will receive one-hundred twenty (120) hours per annum (4.62 hours per pay period).
 - b. After ten (10) years through fifteen (15) years of employment will receive one-hundred forty-four (144) hours per annum (5.54 hours per pay period).
 - c. After fifteen (15) years through twenty (20) years of employment will receive one-hundred sixty-eight (168) hours per annum (6.6 hours per pay period).
 - d. After twenty (20) years of employment will receive one-hundred ninety-two (192) hours per annum (7.38 hours per pay period).
2. Vacation leave shall not accrue during a lay off or a leave of absence without pay. Advancing of vacation leave credits, after an employee's earned vacation leave credits have been expended, is expressly prohibited.
3. For calculating vacation leave credits, only regular hours shall be considered. Two-thousand eighty (2,080) hours shall equal one (1) year. Employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) months.
4. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of the calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31st of any given year will be forfeited without pay unless taken within ninety (90) calendar days from the last calendar day in which the excess was accrued. If the Employee makes a reasonable written request to use excess vacation leave before it must be forfeited and the Employer denies the

request, the excess vacation leave is not forfeited. The Employee must use the excess leave before the end of the calendar year, or it will be forfeited. Upon termination of employment with the Employer, an Employee who has worked the qualifying period will be paid for unused vacation leave credits at the rate of pay in effect at the time of termination.

5. In the event of death of an Employee, unused earned vacation leave shall be paid at the Employee's regular rate of pay to the Employee's heir.
6. Scheduling vacation leave will be done in cooperation between the Employee and the Supervisor on forms provided by the Authority (Employer). Scheduling of vacation leave will give consideration to both the needs of the Employee and the Employer. The Chief will maintain a vacation roster on which Employees will be required to list their vacation dates forty-five (45) calendar days prior to taking leave. The Employee's vacation request will be approved or denied within seven (7) calendar days of receipt by the Chief, or the request will be considered approved. Vacation requests shall be considered received by the Employer two (2) calendar days after the initial submission of the appropriate form. Vacation requested in fewer than seven (7) calendar day increments may be approved upon mutual agreement between the Employee and the Employer. Assignment of vacation will be done by granting requests to those that first request them.
7. Employees are required to certify their annual leave balances pursuant to the Employer's procedure.

ARTICLE 22

JURY LEAVE AND WITNESS LEAVE

Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the MCAA administrative office. Juror's fees except mileage shall be applied against the amount due the employee from employer. However, if an employee elects to charge their time off against their annual leave, they shall not be required to remit to Employer any expense or mileage allowance paid him by the court.

An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office.

Witness fees shall be applied against the amount due the employee from Employer. However, if an employee elects to charge their witness time off against their annual leave, they shall not be required to remit their witness fees to Employer.

ARTICLE 23

EDUCATIONAL LEAVE

Time off with pay may be granted to any full-time, non-probationary employee to attend job related courses at an accredited post-secondary educational institution for up to nine quarter credits per fiscal year. Such educational leave time off must be approved by the Airport Director.

Employer, upon receiving evidence of satisfactory completion (a grade of 'C' or better) of courses previously approved, will reimburse employees for the cost of books and tuition up to a

maximum of six hundred dollars (\$600.00) per fiscal year. When grade reports are not provided the employee shall be awarded the reimbursement upon receipt of a certificate of completion.

Any employee who voluntarily terminates employment within twelve (12) months of completion of an education leave shall reimburse the Authority for all sums paid by the Authority in connection with the educational leave.

ARTICLE 24

FAMILY AND MEDICAL LEAVE

The employer and the Union agree to comply with all applicable Federal and Montana state Family Medical Leave Act (FMLA) laws and regulations.

ARTICLE 25

BEREAVEMENT LEAVE

Each employee will receive three (3) scheduled working days off, with pay, to attend to a death in the immediate family, on each occasion (non-accumulated). If additional days are needed, sick leave, vacation, or compensatory time may be approved upon request. Immediate family shall be defined in Appendix B attached and incorporated herein.

ARTICLE 26

TRAINING

Employer may establish minimum requirement for job performance which may include, but not be limited to, professional training, to be met by employees. Any formal training requirements shall be paid for by the Employer. Training will be offered by the employer in each of the four (4) disciplines (Medical, ARFF, Operations and LEO) for which Public Safety Officers are responsible, annually. Any employee who is permitted to attend a training school sponsored by a law enforcement agency with the approval of the Employer, may be granted time off with pay in order to attend such school, or said time may be deducted from such employee's accrued vacation at the option of the employee. The employee must successfully complete training as required by the Employer.

Any employee who fails to successfully complete training as required, or voluntarily terminates employment within twelve (12) months of completion of training shall reimburse the Authority for all sums paid by the Authority in connection with the training.

Cross Training of current employees covered by this agreement shall be voluntary. All new hires will be cross trained. Employer may limit the number of cross-trained employees.

ARTICLE 27

LIABILITY INSURANCE

The Employer shall provide liability insurance for employees responsible for the operation of fire equipment. The amount of this liability insurance shall be a minimum of one million dollars (\$1,000,000.00).

ARTICLE 28

MEDICAL PROGRAM

Employer will make group health, dental and optical insurance available to employees covered by this Agreement under the terms of the group health, dental and optical insurance with benefits as were provided for under the current plan provided to the Employer by Missoula County.

Employer will provide and pay for the same vaccination shots that are furnished by the Missoula City Fire Department and the Missoula Rural Fire District.

The Employer will contribute the following sum toward the cost of group health, dental and optical insurance, for employees covered by this Agreement. If the Employer's contribution to the insurance premium is projected to exceed the amounts as set forth below, the Employer and Association agree to reopen the contract to discuss only health, dental and optical insurance contributions. The Union agrees the Employer may increase the contribution amounts set forth below, as the Employer deems appropriate.

Employee – Single-The employer's contribution shall not exceed 90% of the premium with a 8% cap on any increase to employer's contribution.

Employee – Child-The employer's contribution shall not exceed 85% of the premium with a 8% cap on any increase to employer's contribution.

Employee – Spouse-The employer's contribution shall not exceed 85% of the premium with a 8% cap on any increase to employer's contribution.

Family-The employer's contribution shall not exceed 85% of the premium with a 8% cap on any increase to employer's contribution.

In no case will Employer's contribution exceed the total cost of group health, dental and optical insurance.

Employer reserves the right to change the insurance carrier; however, the policy limits of the group, health, dental and optical insurance plan will remain the same as provided for by the Missoula County Agreement, unless otherwise mutually agreed upon by the Employer and the Union. The Association shall be contacted to provide input into planning efforts and decisions pertaining to insurance.

ARTICLE 29

RETIREMENT

The retirement program for all employees covered under this Agreement shall be any one of the programs offered by the Public Employees Retirement System of the State of Montana.

ARTICLE 30 LEAVE WITHOUT PAY POLICY

Leave of absence without pay may be granted to eligible employees upon approval of the immediate supervisor. An employee may be granted up to thirty (30) days of Leave of Absence time without loss of seniority, benefits or benefits date, except that no vacation or sick shall be accrued during an unpaid leave of absence. A formal leave of absence request must be made in writing to the immediate supervisor two weeks prior to the leave for any absence of more than five (5) working days. In order to be eligible for leave the employee must have been employed for twelve (12) months and have worked at least 1250 hours during the twelve-month period. Except in extenuating circumstances the employer may waive this requirement.

All terms of the leave of absence are to be set forth in a memorandum of understanding signed by the supervisor and the employee and shall be filed in the employee's personnel file. The memorandum shall serve as the document governing the terms of the leave.

If an employee takes a leave of absence without pay for a period exceeding thirty (30) calendar days, the employee shall not accrue any benefits vacation or sick leave credits and, except for an employee on leave under the Family Medical Leave Act, shall not be entitled to any Employer Contribution to health insurance.

If the leave of absence extends for more than thirty (30) calendar days, then the employee's seniority, benefits and benefit date will be adjusted according to the length of the leave of absence exceeding thirty (30) calendar days. Leaves of Absence shall be limited to a maximum of sixty (60) calendar days, unless mutually agreed upon by the Employee, Employer and the Union.

An Employee granted a Leave of Absence with or without pay under this Article shall be returned to the same or an equivalent position as seniority dictates for which they are qualified at the end of the leave.

ARTICLE 31 JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the work environment in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service.

Protective devices and other equipment necessary to properly protect firefighters shall be provided by the Employer, at no cost to the employee, and shall conform to applicable standards.

ARTICLE 32 PROBATION

All new employees shall serve a probationary period of twelve (12) months during which time they may be discharged without cause. Such termination shall not be subject to the grievance and arbitration provisions herein. All employees on probation will be evaluated by a performance appraisal at the end of six (6) months.

An employee that earns a promotion to a higher classification shall be required to serve a six (6) month probationary period in the new position. Any employee that does not satisfactorily

complete the probationary period to a higher classification will be returned, without prejudice and with no loss of seniority, to their previous classification.

ARTICLE 33

SENIORITY

New hire Employees shall be without seniority until they have completed the probationary year provided for in this Agreement. Upon successful completion of the probationary period, seniority will be considered to start from the most recent date of hire. The Employer shall not be required to consider seniority for any purpose not specifically required by a provision of this agreement. Any employee that remains inside the bargaining unit and returns to a lower classification will do so without prejudice and with no loss of seniority. Any member that takes a position outside the bargaining unit and then returns will have their seniority revert to where it was when they left the bargaining unit.

Seniority may be terminated for the following reasons:

1. Discharge for cause.
2. Voluntary quit.
3. Twelve months of consecutive layoff.
4. Failure to report to work as ordered after layoff.

ARTICLE 34

VACANCIES

In the event a vacancy occurs, current employees shall be given the opportunity to apply for the position prior to notice of the vacancy to the public. If two or more qualified members of the bargaining unit apply for the same position, the employee with the most seniority will be given preference, provided qualifications and abilities are equal in the sole judgement of the Employer. If no qualified employee applies for the position, outside applicants may be used. The Employer is the sole judge of qualifications and abilities.

ARTICLE 35

JOB DESCRIPTIONS

Job descriptions for all of the positions shall be available in the Authority office with a current copy attached and incorporated herein as Appendix C. The Union shall be provided a copy of the job descriptions for positions covered by this Agreement. The development of such job descriptions shall be the exclusive purview of the Employer. In the event, during the course of this agreement, the employer changes job descriptions, the Union and the affected employees shall be notified. Upon request of the Union, the Employer agrees to discuss changes in such job descriptions. If no meeting is requested, the changes will take effect ten (10) calendar days after the notification to the Union and employees, in which case, if any employees are subject to a reduction in pay as a result of being reclassified, they shall retain their previous rate of pay for thirty (30) calendar days.

ARTICLE 36

REDUCTION IN FORCE

In the event of a reduction in the work force, the last employee hired shall be the first laid off.

In the event of a recall, the last employees laid off, shall be the first recalled. Employees shall be notified by certified mail or personal contact. The employee shall notify the Employer of his intentions within forty-eight (48) hours of receipt of notification, or he shall be passed over and the next eligible employee shall be recalled. A recalled employee may have up to fourteen (14) calendar days to return to duty. Any employee who is passed over will be dropped from the eligibility list, which will apply for a period of one (1) calendar year from the day of layoff. Employees will keep the Employer informed of their current address. The Employer may recall or hire a substitute on a temporary basis pending the return of the recalled employee. The Employer shall provide at least two weeks prior notice to an employee who is to be laid off.

A laid off Employee shall be considered to have been continuously employed for the purpose of calculating seniority, vacation leave and any other benefits based on the length of service with the Airport Authority. No benefits or credits shall accrue for the time period the employee was not actually working because of the lay-off.

A laid off Employee may, at the Employee's option, defer the cash payment of sick leave for up to one (1) year. If the Employee opts to defer the cash payment for sick leave, the employee shall have their fully accrued sick leave available to them upon rehire. If the Employee opts for the cash payment for unused sick leave, the Employee will not have accrued sick leave upon rehire.

An Employee who is transferred or promoted to a different classification series will maintain their seniority in their former classification series. If the Employee is consequently subject to lay off, as designated above, and is not the least senior in their previous classification series, they shall maintain the right to return to their former classification series.

The laid off Employee will be notified of in-house training that they may attend to keep certifications current. Those attending will do so as a private citizen. The Employer will reimburse the laid off employees upon reinstatement for associated recertification fees upon verification of the expenditures by the Employer.

ARTICLE 37

SUSPENSION AND DISCHARGE

No employee who has successfully completed the new employee probationary period shall be discharged or suspended without just cause. Suspensions and discharges of non-probationary employees shall be subject to the Grievance Procedure outlined in this Agreement.

Employer agrees to provide an employee with written notice of the charges against him, an explanation of the employer's evidence and an opportunity to present his version of the events prior to suspension or discharge. Employee is entitled to Union representation at any pre-termination meetings.

After completion of the probationary period herein, suspension or discharge will not be made without at least one (1) warning notice to the employee involved, which warning shall be in writing and presented to the affected employee specifying the reason for the warning. Such

warning notice must be issued within ten (10) calendar days of the violation complained of, provided, however, that in the event Employer is not aware of the situation within said ten (10) calendar day period, the warning letter must be issued within ten (10) calendar days of the time Employer becomes aware of such situation.

Warning notices will be subject to the Grievance Procedure outlined in this Agreement. Warning notices shall become a part of the employee's personnel file.

The Employer reserves the right to issue warning notices for any conduct that may negatively impact, in the opinion of management, the safe and efficient operation of the Airport. Warning notices shall become a part of the employee's personnel file for eighteen months. After six months, the employee may request in writing the removal of the record from the file. Approval of this request shall be determined by the Director.

No warning notice prior to suspension or discharge shall be required in the case of:

- 1) sleeping on the job, unless as part of the sleep time of a 24-hour shift and pursuant to a posted sleep schedule.
- 2) gross disobedience or insubordination
- 3) use, possession or sale of illegal drugs or controlled substances
- 4) physical violence in the workplace
- 5) willfully endangering the lives or property of employee, Employer or third parties
- 6) conviction of a felony
- 7) willful abandonment of duties
- 8) false statements in official reports; misconduct involving moral turpitude, bias, criminal behavior, untruthfulness or other conduct which would be required to be disclosed to defense as exculpatory evidence in a criminal matter.

This list is not meant to be restrictive or all-inclusive of the items for which a person may be discharged. Suspension or discharge without warning is still subject to the Grievance Procedure.

ARTICLE 38 UNIFORM ALLOWANCE

New employees will receive all appropriate uniform items upon notification of hiring by the Employer.

Employer will provide the following to each officer:

Initial duty belt and holster

One light and one winter jacket

Yearly: Pants - (2)

Long sleeve shirts - (2) Short sleeve shirts - (2)

Every other year: Boots - (1) pair

Uniforms will remain the property of the Employer and shall be returned upon termination of employment.

ARTICLE 39 LEGAL REPRESENTATION AND FEES

The Missoula Airport will provide a defense for the employee in any noncriminal action for any negligent act, error, omission, including alleged violations of civil rights pursuant to 42 USC § 1983, or other actionable conduct of the employee committed while acting within the course and scope of their employment. The Airport will indemnify the employee for any money judgments or legal expenses to which the employee may be subject as a result of the suit unless the employee's conduct falls within the exclusions provided within Montana Code Ann. § 2-9-305(6) and so long as the employee provides the notice to the Airport required by Montana Code Ann. § 2-9-305(3).

ARTICLE 40 EFFECTIVE DATE AND RENEWAL

This Agreement shall be effective as of July 1, 2022 and remain in effect until June 30, 2026. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice be given, negotiations shall begin within thirty (30) days, or on a mutually agreed upon date.

Whenever notice is given for changes, the nature of the changes desired must be specified at the first meeting.

APPENDIX A BASE WAGE SCHEDULE July 1, 2022- June 30, 2025

Current Positions	FY 2023	FY 2024	FY 2025	FY 2026
Officers	\$36.00	3% or ½ current CPI, whichever is greater	2.75% or ½ current CPI, whichever is greater	3%

Progress steps	Percentage
Probationary	85.00%
1st year	87.50%
2nd year	90.00%
3rd year	95.00%
4th year	100.00%

Employee's base wage is defined as the wage set forth under the appropriate fiscal year multiplied by the employee's progress step percentage

CPI is defined as 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. CPI equals the percentage change over the trailing calendar year (January-December).

Public Safety Longevity-ten (0.10) cents per year of Airport Service - Effective July 1, 2022

Firearms Instructors (2) will receive a 2% increase in premium of base wage.

Field Training Officers (FTO-2) will receive a 2% increase in premium of base wage.

EMS Instructor (1) will receive a 2% increase in premium of base wage.

Incentive increases for Firearms Instructors, FTOs and EMS Instructor will be "stackable" if multiple roles are held by a single employee.

A one-time lump sum payment of \$3,500 will be paid to the six (6) PSOs covered under this agreement that were employed by the Employer in 2020.

Shift Differential \$1.00 per hour will be paid for hours worked between 5:00 PM and 7:00 AM for employees after completing their probationary period and NOT working a 24-hour shift.

Starting July 1, 2022, a \$500/year bonus will be given to any Employee that completes the Montana Physical Abilities Test (MPAT) once per fiscal year.

Each Officer shall be allotted a Clothing and Tool Allowance of six hundred dollars (\$600.00) per year. Employees may access the full amount available under this contract anytime after July 1 of each year. Officers will need to submit receipts for items purchased in order to get reimbursed for the purchase. Clothing and Tool Allowance is utilized for items outside of initial, annual, biannual uniform agreement.

APPENDIX B DEFINITIONS

Family Member/Immediate Family

A person related to an employee or his spouse in one of the following ways:

Spouse	Stepmother	Daughter-in-Law
*Child	Stepsister	Uncle
Stepchild	Stepbrother	Aunt
Mother	Stepfather	Nephew
Father	Mother-in-Law	Niece
Grandparent	Father-in-Law	
Grandchild	Brother-in-Law	
Brother	Sister-in-Law	
Sister	Son-in-Law	

Or:

Any other person who lives in an employee's home as a member of his household (includes a foster child).

APPENDIX C PSO JOB DESCRIPTION

JOB TITLE: Public Safety Officer (PSO)

REPORTS TO: Chief of Public Safety

CLASSIFICATION: Non-Exempt Full Time/Union

DATE APPROVED: March 2022

Job Summary:

Responsible for the safety and security of the airport by providing law enforcement, aircraft rescue firefighting, emergency medical assistance and airport operational duties on airport property.

Essential Functions

Law Enforcement

Maintains public order, prevents crimes, enforces laws and airport regulations, and conducts investigations.

Protects life and property and provides public safety within departmental policies and directions.

Mediates disputes in civil or criminal matters, using sound judgment.

Performs crowd and riot control activities, including evacuation, as necessary.

May be required to use force to subdue suspects or for public protection.

Works effectively with federal, state, county, and city governmental agencies.

Performs tasks mandated by federal government pertaining to civil aviation security regulations.

Completes safety and security inspections of facilities, access and egress, patrols parking lots, roadways gates and ramps.

Provides assistance and information to the public.

Monitors commercial vehicle operations and traffic control in terminals and on roadways. Enforces safety and security regulations and policies.

Enforces federal, state, and local ordinances on Airport Authority premises. Enforces Airport Authority Rules and Regulations.

Acts as Airport Security Coordinator (ASC). Performs duties required to comply with TSA rules and regulations. Responds to security screening area as needed.

Testifies in court during legal proceedings; may perform criminal, narcotics and drug enforcement investigations.

ARFF and Emergency Services

Protects life and property from the effects of fire; performs firefighting, rescue, emergency medical, and fire prevention functions.

Performs first aid and lifesaving duties as required. Responds to and mitigates emergency medical calls.

Fights, controls, and extinguishes aircraft, natural cover, miscellaneous fires and performs rescue operations.

Assists FAA and NTSB in any aircraft incident.

Maintains station facilities and minor maintenance repairs on all firefighting apparatus.

Maintains apparatus and equipment for the airport. Drives and operates aircraft crash rescue and structural firefighting apparatus.

Participates in required trainings and maintains physical fitness standards pursuant to Standard Operating Procedures.

Operations

Monitors airfield, perimeter, terminal and grounds safety and security to ensure compliance with Federal regulations and airport rules, policies and procedures.

Monitors weather, wildlife activity and movement of aircraft.

Opens and closes airport movement areas as conditions warrant; issues Notices to Airmen (NOTAMs) and notices Air Traffic Control Tower of same; coordinates snow removal and calls in staff as needed; assists in staffing and operation of snow desk and responds to emergency situations until relieved.

Patrols airfield and all property for wildlife risk to aircraft safety. Takes appropriate action to reduce potential aircraft strike incidents, from hazing, trapping, depredation and removal of wildlife.

Provides directions and communicates with air carriers, tenants, concessionaires, contractors, passengers and other airport users in order to obtain compliance and maintain safety.

Applicable to all

Completes appropriate documentation for reporting as required by department procedure.

Responsible for receiving, responding and/or transferring emergency calls for assistance on airport property. Uses telephone, radio, various software programs, databases and electronic equipment specific to the airport to gain information.

Utilizes various software programs, databases, and electronic equipment specific to the airport to gain information needed for dissemination and to monitor various activities.

Participates in training as required by department procedures.

Shall maintain all minimum required certifications and licenses.

Required to follow all Standard Operating Procedures

Performs related duties as required or directed.

WORKING CONDITIONS:

Work environment is dictated by the activities of the airport, duties will occur both indoors and outdoors, under sometimes adverse weather conditions. Extended periods in difficult work environments may occur as a result of emergency conditions. The position may intermittently be subject to stress as a result of critical time schedules, human behavior, and emergency conditions.

This position may be required to work a 24-hour shift. Work is required on weekends and holidays. Airport work is 24 hours a day, 7 days a week, 365 days per year. This position is subject to work outside traditional hours and extended operating days.

Requires occasional heavy lifting, up to 165 pounds.

Requires standing, climbing, walking, reaching, stooping, crouching, kneeling and crawling. Raises, lowers and climbs ladders.

Requires worker to perform duties above and below ground level.

Work environment noise level is frequently loud. Requires hearing which falls within normal limits for both pure tone and speech, per audiogram.

Works around 480, 3 phase power and electric generating plants.

May be exposed to toxic chemicals, noxious odors and vibrations due to the nature of the job.

Required Knowledge, Skills, Abilities

Knowledge of general security requirements and police techniques necessary for maintaining peace and order in a large public operation including knowledge of Federal and State laws and local ordinances.

Knowledge of Federal regulations applicable to the operation of a commercial service airport.

Knowledge of operating limitations of aircraft, including helicopters, which may operate from a public airport.

Basic knowledge of safety precautions necessary to operate standard motorized equipment and ARFF vehicles in and around the airfield.

Ability to exhibit emotional stability and remain calm in stressful environments.

Ability to establish and maintain an effective working relationship with other employees and the general public.

Ability to understand and follow oral and written instructions in the English language.

Ability to work, maintain and perform in an environment utilizing all aspects of the physical requirements associated with the duties of a law enforcement officer and airport rescue fire fighter.

Must be willing to work varying hours, weekends and holidays.

Minimum Required Certification, Licenses and Education

Certified Montana Peace Officer or obtain within one year.

FAA Certified Aircraft Rescue Fire Fighter (ARFF) or obtain within one year.

FAA Certified High Reach Extendable Turret (HRET) Operator or obtain within one year.

State of Montana Certified EMR or EMT within one year.

Certified Airport Security Coordinator or obtain within one year.

High school degree or G.E.D.

Special Requirements

Must pass physical ability examination and physical and mental health examination prior to employment.

Must have a valid Montana Drivers' License.

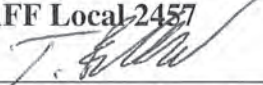
A background investigation and fingerprinting will be required for this position.

Missoula County Airport Authority

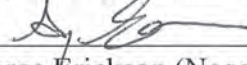
Brian Ellestad

(Lead Negotiator/Airport Director)

IAFF Local 2457



Toby Ballard (Lead Negotiator)



George Erickson (Negotiator)



Brad Roe (Negotiator)



Kory Burgess (Negotiator)

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: April 26, 2022

1. **TITLE:** Memo of Understanding between the Missoula County Airport Authority and the Montana Federation of Public Employees – Building and Field Personnel.

Review, discussion, and possible approval of a Memo of Understanding between the Missoula County Airport Authority and the Montana Federation of Public Employees – Building and Field Personnel.

ACTION ITEM

2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 10 Minutes
4. **BACKGROUND INFORMATION:** This union covers a total of 14 employees who do maintenance on the airfield and terminal building. The past few years we have been negotiating wages on a year-to-year basis. This proposed contract would be in effect for the next four years. Like the Public Safety Officer contract, we looked at comparable County and industry jobs to come up with a justified wage schedule. Starting pay for this position would be \$27.17 and moves to \$31.97 at year five. A similar job at the Pasco Washington Airport is \$25.33 but after a 1 ½ years jumps to \$29.69. Helena's airport range is \$27.52-\$33.84 but their department also covers Airport Fire and Rescue duties. Bozeman's range is \$30-\$35, but with electricians on staff. Missoula County Road crews are in the \$30.05 range. We have a great staff and look forward to a longer-term contract.
5. **BUDGET INFORMATION:**
Amount Required: Planned for in FY 2023 fiscal budget
Budget amount available:
6. **SUPPLEMENTAL AGENDA INFORMATION:** Proposed contract attached.
7. **SECONDED MOTION** from Facility and Operations Committee: approve the Memo of Understanding between the Missoula County Airport Authority and the Montana Federation of Public Employees – Building and Field Personnel as presented.
8. **PREPARED BY:** Brian Ellestad, Airport Director
9. **COMMITTEE REVIEW:** Facility and Operations Committee on April 22nd.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 26th day of April, 2022 by and between the Missoula County Airport Authority ("MCAA" or "Employer") and the Montana Federation of Public Employees – Building and Field Personnel ("the Federation").

Recitals

1. The Federation is the exclusive bargaining agent for the Building and Field Employees of the Employer;
2. On May 29, 2018, MCAA and the Federation entered into a collective bargaining agreement in accordance with Montana Code Annotated § 39-31-305 titled "Association Agreement – Building and Field Personnel" ("the CBA");
3. On February 16, 2021, the Federation and MAA executed a Memorandum of Understanding ("MOU") extending the term of the Union Agreement and providing the parties meet annually for the purpose of discussing and negotiating topics of compensation and other topics and that any agreements arising from those discussions be memorialized in a separate MOU;
4. The parties met and negotiated a Memorandum of Understanding dated April 27, 2021 ("FY 2022 Wage MOU") setting forth wages for Fiscal Year 2022 and other changes to the CBA;
5. The parties met in March and April 2022 in order to negotiate wages for future fiscal years;
6. The parties now desire to memorialize those agreements;

NOW THEREFORE, Employer and the Federation agree as follows:

1. The term of the CBA is hereby extended from June 30, 2024 through June 30, 2026.
2. Schedule A to the CBA is hereby amended as follows:

Current Positions	FY 2023	FY2024	FY2025	FY2026
		Increase of:	Increase of:	Increase of:
Building Tech	\$31.97/hour	3% or ½ Current CPI whichever is greater	3% or ½ Current CPI whichever is greater	3% or ½ Current CPI whichever is greater
Ops Mechanic	\$34.74/hour	3% or ½ Current CPI whichever is greater	3% or ½ Current CPI whichever is greater	3% or ½ Current CPI whichever is greater
Ops Tech II	\$31.97/hour	3% or ½ Current CPI whichever is greater	3% or ½ Current CPI whichever is greater	3% or ½ Current CPI whichever is greater
Premium Call-in pay	\$50	\$50	\$50	\$50

3. CPI is defined as 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. Current CPI equals the percentage change between January of the prior year and January of the year of the adjustment. For example, the CPI for January 2021 is listed as 261.582 and the CPI for January 2022 is listed as 281.148. The percent increase between January 2021 and January 2022 is 7.48 ($281.148 - 261.582 = 19.566$ divided by $261.582 = .07479 = 7.48\%$).
4. Labor Day is added as No. 6 and Election Day on even numbered years is added as No. 12 to the list of holidays observed in Article XXIII, Section 1 of the CBA.
5. Employee members of the Bargaining unit are eligible for certification pay as follows:
 - a. For holding an Emergency Medical Technician – Basic (EMT Basic) license –annual compensation of \$700.00;
 - b. For holding a State of Montana Pesticide license –annual compensation of \$500.00;
 - c. Certification pay is calculated on an annual basis and paid on the biweekly payroll;
 - d. In order to receive certification pay, the employee must ensure that a copy of current licensure is provided to the administration office on or before June 1st annually. It is solely the employee’s responsibility to provide this documentation;
 - e. A copy of the certificate/license will be retained as a permanent part of the employee’s personnel file;
 - f. Employees are solely responsible for maintaining their licensure; however, Employer may pay for ongoing training costs or allow employees to attend training during work hours.
6. All terms of the CBA not specifically amended herein shall remain in full force and effect. In the event of a conflict between the terms of this MOU and the CBA, the terms of this MOU will govern.

DATED this ____ day of _____, 2022.

Brian Ellestad, A.A.E.
Airport Director, Missoula County Airport Authority

MFPE

Anthony Zent
MFPE Representative, Field Dept.

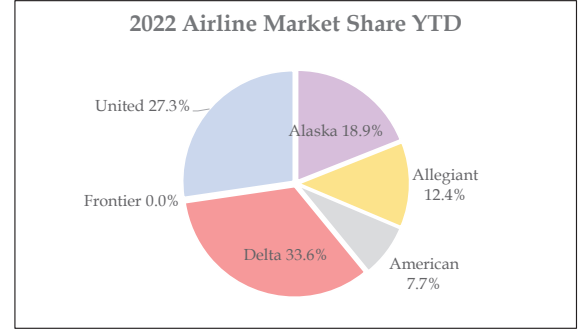
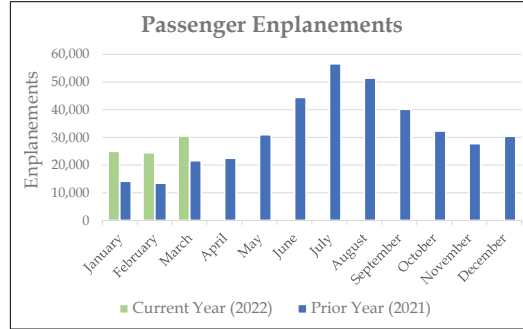
Joshua Rice
MFPE Representative, Building Dept.

2022 Missoula Airport Operations and Route Performance

March-22

Summary

- As effects for the pandemic begin to dissapate, we are returing to comparing Y/Y numbers.
Y/Y compares 2022 vs. 2021
- Airport record load factor of 86.6% for March
-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	526	0	0	0	0	0	0	0	0	0	1,628	-14%
	Air Taxi	320	388	427	0	0	0	0	0	0	0	0	0	1,135	-5%
Tower Operations	GA	827	1107	1178	0	0	0	0	0	0	0	0	0	3,112	5%
	Military	31	22	130	0	0	0	0	0	0	0	0	0	183	-36%
	Civil	1,055	792	1150	0	0	0	0	0	0	0	0	0	2,907	21%
Total	2022	2,799	2,845	3,411	0	0	0	0	0	0	0	0	0	9,055	3%
	2021	2,880	2,293	3,638	3,738	4,233	4,977	5,891	5,128	4,650	3,847	2,827	2,333	46,435	

Enplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	4,948	5,016	5,201	0	0	0	0	0	0	0	0	0	15,165	20%
	Allegiant	2,868	3,132	3,939	0	0	0	0	0	0	0	0	0	9,939	67%
Enplaned Passengers	American	2,387	1,603	2,158	0	0	0	0	0	0	0	0	0	6,148	-12%
	Delta	7,773	8,245	10,893	0	0	0	0	0	0	0	0	0	26,911	101%
	Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Enplaned Passengers	United	7,039	6,479	8,335	0	0	0	0	0	0	0	0	0	21,853	113%
	Charters	0	24	0	0	0	0	0	0	0	0	0	0	24	243%
	2022	25,015	24,499	30,526	0	0	0	0	0	0	0	0	0	80,040	62%
Total	2021	14,156	13,483	21,642	22,460	30,966	44,458	56,566	51,385	40,190	32,330	27,712	30,470	385,818	
	LF	2022	79.7%	84.3%	86.6%									83.7%	
Total	2021	54.6%	52.0%	58.4%	55.5%	63.7%	64.9%	73.1%	70.5%	68.9%	85.7%	88.9%	87.6%	69.1%	

Enplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	4,660	4,923	5,089	0	0	0	0	0	0	0	0	0	14,672	19%
	Allegiant	2,802	2,867	3,939	0	0	0	0	0	0	0	0	0	9,608	76%
Enplaned Passengers	American	2,191	1,448	2,013	0	0	0	0	0	0	0	0	0	5,652	-6%
	Delta	7,312	8,349	10,497	0	0	0	0	0	0	0	0	0	26,158	94%
	Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Enplaned Passengers	United	6,771	6,472	8,205	0	0	0	0	0	0	0	0	0	21,448	124%
	Charters	0	24	0	0	0	0	0	0	0	0	0	0	24	-79%
	2022	23,736	24,083	29,743	0	0	0	0	0	0	0	0	0	77,562	65%
Total	2021	12,560	13,373	21,029	22,895	31,902	47,154	56,142	47,400	38,773	30,734	27,325	30,949	380,236	

Total Pax	2022	48,751	48,582	60,269	0	0	0	0	0	0	0	0	0	157,602	64%
	2021	26,716	26,856	42,671	45,355	62,868	91,612	112,708	98,785	78,963	63,064	55,037	61,419	766,054	
T12M		788,089													

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