

Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, June 28, 2022
TIME: 1:30 p.m.
PLACE: Johnson Bell Board Room – New Airport Terminal

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 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 submit comments by email to: lfagan@flymissoula.com.

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

- 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 May 31, 2022. **Pg 3**
- Approval of Claims for Payment – Teri Norcross **Pg 9**
- Financial Report – Teri Norcross **Pg 12**
- Director's Report – Brian Ellestad **Pg 19**
- Legal Report – Lynn Fagan
- Committee Updates –

Business Development Committee: No Activity
Contract and Lease Committee: No Activity
Executive Committee: Met June 28, 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

- Renewal of Payne Insurance for FY2023 – Lynn Fagan [Pg 21](#)

New Business

- Approval of Airline Use Agreement with Alaska, Delta, United and American – Brian Ellestad [Pg 45](#)
- MCAA Resolution No. 2022-05 – Terms and Conditions Governing Use of Missoula MT Airport by Commercial Air Service Providers – Lynn Fagan [Pg 89](#)
- Award of RFP for Waste Management and Recycling Services – Lynn Fagan [Pg 103](#)
- Deice Apron Expansion Project – Award of Bid – Brian Ellestad [Pg 104](#)
- Morrison-Maierle Task Order #44 for Construction Management Services associated with the Deice Apron Expansion Project – Brian Ellestad [Pg 108](#)
- Morrison-Maierle Task Order #E for Phase-1 Environmental Site Assessment associated with the Pruyn Ranch Property – Lynn Fagan [Pg 119](#)

Information/Discussion Item(s)

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

MISSOULA COUNTY AIRPORT AUTHORITY
Regular Board Meeting
May 31, 2022
1:30 pm, Airport Board Conference Room

THOSE PRESENT

BOARD:	Chair Adriane Beck Secretary/Treasurer Winton Kemmis Commissioner Jeff Roth Commissioner Deb Poteet Commissioner Shane Stack Commissioner Matthew Doucette Alternate Commissioner Pat Boyle Alternate Commissioner David Bell Honorary Commissioner Jack Meyer
STAFF:	Director Brian Ellestad Deputy Director Tim Damrow Finance Manager Teri Norcross Administrative Manager Lynn Fagan Business Development Manager Dan Neuman Compliance Officer Jesse Johnson IT Specialist Dylan O'Leary Office Administrator Donna Marie Robnett Accounting Clerk Brianna Brewer
OTHERS:	Gary Matson, Runway 25 Hangars Judy Matson, Runway 25 Hangars Shaun Shea, Morrison-Maierle Mike Mamuzich, Minuteman Rick Nash, Aeronash Forrest Gue, Minuteman Mike McCue – Delta Golf Hangar 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: Commissioner Jeff Roth moved to seat Alternate Commissioner Pat Boyle.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

AGENDA

Motion: Secretary/Treasurer Winton Kemmis moved to approve the agenda as presented.

Second: Commissioner Matthew Doucette

Vote: Motion Passed Unanimously

PUBLIC COMMENT PERIOD

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

MINUTES

Chair Adriane Beck asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated April 26, 2022. There were none.

Motion: Commissioner Jeff Roth moved to approve the minutes of the Regular Board Meeting dated April 26, 2022, as presented.

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

CLAIMS FOR PAYMENT

Finance Manager Teri Norcross stated that Donna Marie explained the Visa charges and project expenses in the Board packet. Teri asked if there were any questions regarding those payments.

Alternate Commissioner Pat Boyle asked what the Oshkosh purchase was in the Project Checking Account.

Teri replied it was for the ARFF Truck it is under the Project account because it is funded by an FAA AIP grant.

Chair Adriane Beck asked if there were any other questions or public comments regarding the Claims for Payment.

Motion: Commissioner Shane Stack moved to approve the Claims for Payment as presented.

Second: Alternate Commissioner Pat Boyle

Vote: Motion Passed Unanimously

FINANCIAL REPORT

Finance Manager Teri Norcross reported that the Accounts Receivable is at \$466,445 at the end of April and \$273,000 of that is unused credit memos related to the ARPA and CRSSA funds. The Accounts Receivable for ground services are all current and very nicely cleaned up by Officer Administrator Donna Marie and Ground Handling Manager Andrew Bailey. Teri also reported the end of April debt balance being \$17,175,500 and we drew an additional \$1.1 million in May and \$230,000 from the 2022 Note. Teri also presented a graph comparing revenues and expenses from 2019 to 2022 and the current year is healthy and impressive.

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

Motion: Secretary/Treasurer Winton Kemmis moved to accept the Financial Report as presented.

Second: Commissioner Jeff Roth

Vote: Motion Passed Unanimously

DIRECTOR'S REPORT

Director Brian Ellestad reported that we are looking forward to the open house this afternoon and looking forward to hearing people's thoughts and comments on the new building. Air service is as expected, even with the pilot shortage we are still trending with 2019. Load factors are continuing to be very high. Delta announced cuts in their frequencies, but MSO has not been hit by them yet. American extended their LAX service throughout Oct. 5th. Allegiant Orange County flight came back, and our April load factors were in the 90% range. Alaska system wide has cut back 21% of flights for December. Montana lost all Portland service system wide. Even with these changes we are still at 2019 numbers which was our record year. Brian then reported that the Disaster Drill was a success and Chief Justin Shaffer, and Compliance Officer Jesse Johnson did a great job and all the mutual aid agencies were on site. There were a lot more questions and more engagement. Brian mentioned that Google was coming in on Friday to film the public areas and walk through the building. The building is opening in less than a week and everyone has a lot to juggle but it is all coming together.

Commissioner Jeff Roth asked if the Alaska service cutback was strictly a pilot issue. Brian responded that it seems to be.

Deputy Director Tim Damrow then reported in construction the temporary Rental Car Center operations cutover will occur about a week after the new terminal opening. Tim reported he is hoping to have the final task orders for construction costs for Phase I for the June or July board meeting. Tim also stated the terminal cutover will begin on June 7th with evening arrivals and June 8th will start with all departures.

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

LEGAL REPORT

Administrative Lynn Fagan reported she has been working on transferring the Liquor License from Liquid Planet to Faber and we had the inspection of the new building a few weeks ago and it went very well. The health inspection is being done right now and all other inspections were completed. Lynn stated that airports and golf courses are the only entities in Montana that can lease liquor licenses. The liquor license should basically transfer overnight. Everything has been moved out of the old office into the new terminal and Donna Marie Robnett and Brianna Brewer have been amazing getting all the files moved over. Staff used this opportunity to create a master list of disposal schedules for records. Lynn also reported that the Pruyn agriculture lease is scheduled to terminate today.

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

COMMITTEE UPDATES

Executive Committee: Met May 31, 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

Approval of Fiscal Year 2023 Budget

Finance Manager Teri Norcross reported that the draft budget for the Authority fiscal year 2023 is based on best estimates of the airport staff. It is also used to calculate the terminal rental rates and landing fees charged to the air carriers for the upcoming year. The model for FY 2023 has been modified from prior years to reflect changes in air carrier spaces in the new terminal building. Specifically, the rent of joint use space is based on the number of enplaned passengers multiplied by an enplanement rate which is reduced as enplanements increase. Fiscal Year 2023 will be the first full year in the new terminal building. Operating costs of the new facility are not certain, but the MSO staff has drafted this budget thoughtfully and with its best estimates. Teri also mentioned that the debt went down because we are starting to pay principal on the 2019 Note B. The repair & maintenance budget went up quite a bit; custodial was the main increase based on the increased space and complexity of the new terminal. Teri also noted that the Finance Committee has reviewed the budget.

Chair Adriane Beck noted that Commissioner Deb Poteet had joined the meeting and Alternate Commissioner Pat Boyle was unseated.

Chair Adriane Beck asked if Board members had any questions or comments regarding the Fiscal Year 2023 Budget.

Director Brian Ellestad mentioned that next month staff will bring the Airline Use Agreement to the Board for approval.

Commissioner Jeff Roth asked with the current power bill being around \$29,000, what will it look like in the new terminal. Brian responded that staff has no way to know that but budgeted based on the old terminal.

Commissioner Matthew Doucette thanked Teri for her work and leadership on the budget.

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

Motion: Commissioner Matthew Doucette moved to approve the budget for Fiscal Year July 1, 2022 – June 30, 2023.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

NEW BUSINESS

MCAA Resolution No. 2022-04 Setting Ground Rent for Aviation Leases

Administrative Manager Lynn Fagan reported that the Missoula Airport manages aviation ground rent based on a Board resolution system. This ensures consistency in ground rents on airport in compliance with FAA regulations and give the lessees an opportunity to address the Board on rent increases. The last increase was in 2021. There is a limit of a 3% increase per year. This Resolution increases the ground rent by half of a cent per square foot - from \$0.165 to \$0.17 per square foot. This will come out to approximately \$10,000 increase in revenue to the Airport. Last year we surveyed the other airports in the state and the ground rates varied from \$0.39 per square foot at Kalispell to \$0.12 per square foot at Bozeman, so we fall pretty much in the middle.

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

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

Motion: Commissioner Jeff Roth moved to approve Resolution No. 2022-04 setting ground rent for aviation leases on airport at \$0.17 per square foot.

Second: Commissioner Matthew Doucette

Vote: Motion Passed Unanimously

Agricultural Lease with J.K. Ranch's

Administrative Manager Lynn Fagan reported the Flynn Family Ltd. Partnership previously leased approximately 60 acres of land which was adjacent to their ranch land. The lease expired on March 1, 2020, and the land has been dormant since that time. Access to this portion of the airport property is limited as there is no public road access. Josh Klucewich approached staff recently about leasing this land for agricultural purposes as he is ranching other adjacent property. The airport has no other aviation or development needs for the property currently. The rental rate will be \$29/acre.

Director Brian Ellestad added that it will help with wildlife mitigation.

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

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

Motion: Secretary/Treasurer Winton Kemmis moved to approve Agricultural Lease Agreement with Josh Klucewich dba J-K Ranches for a one-year term at the rate of \$29 per acre.

Second: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

Rental Car Fueling System

Director Brian Ellestad reported our car rental companies have expressed concerns about fuel theft due to recent rise in fuel prices. There have been a couple of occasions where the public has cut locks and attempted to steal gas from our pumps or car rental staff has forgotten to relock the pumps after use. This system would add new dispensers and provide a fuel monitoring system for the car rental companies. This will be a better fuel management system and it can be easily

moved if the fuel storage location is relocated in the future. All the car rentals seemed to like the idea. Enterprise has agreed to procure and manage the project and the airport will reimburse it.

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

Chair Adriane Beck asked if there were any public comments.

Motion: Commissioner Deb Poteet moved to approve the MOU Agreement between Enterprise Car Rental and Airport as presented.

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

Acceptance of FAA AIP Grants

Director Brian Ellestad reported the FAA has announced its first round of FY 2022 entitlement grants. MSO will receive \$2,149,521 to be used for new terminal construction. We will also be receiving a follow up grant for approximately \$1 million dollars that will be used for our Airport Master Planning process within the next couple of months. Because of the FAA's quick turn-around time for grants and the requirement to post public notices of Board meetings at least 48 hours in advance, staff determined that it was prudent to request that the Board pre-authorize the Airport Director to accept these grant offers. Both these grants will require a 10% local match.

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

Motion: Secretary/Treasurer Winton Kemmis moved to pre-authorize the Airport Director to accept upcoming AIP Grant's for this FY 2022 fiscal year.

Second: Commissioner Shane Stack

Chair Adriane Beck asked if there were any public comments or board discussion.

Vote: Motion Passed Unanimously

Chair Adriane Beck mentioned that there were no other discussions items on the agenda, and that the June Board Meeting will be held in the same room and remotely via GoToMeeting on Tuesday June 28, 2022, at 1:30 pm.

There being no further business, the meeting was adjourned.

Missoula County Airport Authority
Claims For Payment
May 31, 2022 through June 27, 2022

Note

Per Airport policy, checks for prepaid invoices were mailed on June 15, 2022
They are highlighted in the Check Register list for the General Checking Account

Credit Card Charges - by Expense Type (paid with check #48186)

AvSec Fingerprinting	1,000.00
Terminal Phase 1 miscellaneous expense	5,732.73
Legal Services	206.00
Communication R&M	386.00
Office Supplies	3,996.88
Computer Equipment	940.87
Vehicle R&M	499.56
Tools / Equipment	1,555.64
Contracted Maintenance - licensing, web hosting	354.07
Building General R & M	632.68
Airfield Maintenance	1,550.13
Landside Maintenance	1,519.60
Custodial Supplies	291.84
Uniform Expense	1,078.66
Travel Expense - CSA training. Leadership conference, Snow symposium	4,507.48
Safety Supplies / Equipment	604.49
Meals & PR	1,258.07
Marketing	1,274.14
Consultants Expense - job postings, PSO summit	1,971.00
Miscellaneous expenses	808.79
	<u>\$ 30,168.63</u>

Project Checking Account

Check Number	Vendor Name	Amount
120	MARTEL	1,083,113.57
121	KNIFE RIVER	208,144.89
122	MORRISON MAIERLE	325,546.85
123	MORRISON MAIERLE	2,137.66
1135	ALPINE ARTISTRY	568.00
1136	Arconas Corporation	10,835.19
1137	CREATIVE P & G, INC	2,769.00
1138	FIRST CALL	5,651.25
1139	HILLYARD INC	22,733.09
1140	MFGR Designs Inc.	12,240.00
1141	Montana Movers LLC	5,341.50
1142	OFFICE SOLUTIONS & SERVICES	19,627.96
1143	SIGN PRO	5,383.54
1144	SPECIAL-T LLC	1,626.97
1145	ULINE	8,956.40
1146	WILLIAMS SCOTSMAN	26,403.63
1147	MISC TAX DIVISION	10,940.54
1148	MISC TAX DIVISION	2,102.48
1149	FIRST CALL	866.25
1150	OFFICE SOLUTIONS & SERVICES	2,436.25
1151	OFFICE CITY	159,892.18
1152	APERI MEDIA INC	10,500.00
1153	SIGN PRO	980.28
	<u>\$ 1,928,797.48</u>	

Missoula County Airport Authority
Check Register
General Checking Account
May 31, 2022 through June 27, 2022

Check	Vendor Name	Description	Amount
48174	BLACKFOOT COMMUNICATIONS	Phone Charges	2,778.37
48175	CENTURYLINK	Phone Charges	654.69
48176	City of Missoula	Utility Expense (combined water & sewer)	9,519.85
48177	ENERGY WEST	Electric / Gas Expense	2,586.48
48178	MSLA ELECTRIC COOP	Electric / Gas Expense	788.01
48179	MURDOCHS	Petroleum Products, Tools / Equipment, Airfield Maintenance	1,112.70
48180	NORTHWESTERN ENERGY	Electric / Gas Expense	22,955.77
48181	QUADIENT	Postage	382.51
48182	REPUBLIC SERVICES	Disposal Expense	4,349.81
48183	RISING FAST v	Custodial Services	35,600.00
48184	TFS-KELLEY IMAGING SYSTEMS	Contracted Maintenance - printer lease 06/05/2022-07/05/2022, yearly tax	406.60
48185	VERIZON	Phone Charges	948.86
48186	FIRST NATIONAL BANK	Credit Card Charges	30,168.63
48187	AAAE FEDERAL AFFAIRS MEMBERSHIP	Memberships	3,000.00
48188	AEROTRONICS INC.	Communication R&M	382.00
48189	AIRSIDE SOLUTIONS	Airfield Lighting R&M	312.99
48190	AZ & CO, PC	Accounting Expense - progress billing for FY2022 audit	3,000.00
48191	BERLAND, KEVIN	Tools / Equipment, Uniform Expense reimbursement	500.00
48192	BITTERROOT FLOWERS	Meals & PR	80.00
48193	BMC WEST	Contracted Maintenance - keys	42.00
48194	CRESCENT ELECTRIC	Electric Maintenance	15.67
48195	CULLIGAN	Office Supplies - water service	143.50
48196	D2 FIRE SPRINKLER CO	Contracted Maintenance - annual system testing	650.00
48197	DSG (DAKOTA SUPPLY GROUP)	Rent Car R&M	518.25
48198	ELLESTAD	Travel Expense reimbursement	192.00
48199	ERICKSON GEORGE	Tools / Equipment reimbursement	432.98
48200	EXACT IMAGE	Uniform Expense	167.40
48201	FIRST CALL	Contracted Maintenance - monthly billing June, support	1,430.25
48202	GRAINGER	Safety Supplies, Tools/Equipment, Building R&M, Office Supplies	1,834.60
48203	HILLYARD INC	Custodial Supplies - cleaning supplies	3,654.10
48204	INFAX, INC.	Contracted Maintenance - monthly MUFIDS hosting & support May	375.00
48205	IRIS COMPANIES	Office Supplies - badge holders	347.14
48206	JODSAAS, DYHLAN	Tools / Equipment, Travel Expense reimbursement	611.25
48207	JOHNSON CONTROLS/SIMPLEX	Contracted Maintenance - alarm & detection monitoring 7/1/22 - 6/30/23	134.40
48208	KLS HYDRAULICS	Vehicle R&M, Airfield Maintenance	518.25
48209	LOWE'S	Building General R&M	59.30
48210	MACON SUPPLY, INC.	Building General R&M	96.00
48211	MOUNTAIN SUPPLY	Rent Car R&M, Vehicle R&M	28.05
48212	MSLA TEXTILE, INC	Uniform Expense	233.25
48213	MT ACE	Rent Car R&M, Building General R&M	7.19
48214	MT ELECTRONICS	Communication R&M	15.67
48215	MT LAW ENFORCEMENT	Employee Training Expense - officer basic course	1,500.00
48216	MUNICIPAL EMERGENCY SERVICES	Safety Supplies / Equipment - annual SCBA Flow tests	1,161.63
48217	NAPA	Vehicle R&M	1,479.94
48218	NORCO INDUSTRIAL	Safety Supplies / Equipment, Vehicle R&M	288.37
48219	NORTHWEST PART	Vehicle R&M	103.38
48220	OTTE, ROBERT	Tools / Equipment reimbursement	500.00
48221	OVERHEAD DOOR, INC	Rent Car R&M	2,646.00
48222	PAVLIC, INC	Airfield Lighting R&M, Landside Maintenance	5,940.00
48223	QUOTIENT GROUP	Marketing - roundtable sponsorship 2 of 2	10,000.00
48224	REPLICON INC	Contracted Maintenance - licenses	113.10
48225	RODDA PAINT	Vehicle R&M	409.02
48226	SAPPHIRE RESOURCE CONNECTIONS	Employee Assistance Program Fees - service fees July - September	711.00
48227	SIX ROBBLEES	Vehicle R&M	12.24

Missoula County Airport Authority
Check Register
General Checking Account
May 31, 2022 through June 27, 2022

Check	Vendor Name	Description	Amount
48228	SWEET PEA SEWER	Contracted Maintenance - after hours call	185.50
48229	TEAR IT UP	Office Supplies - shredding service	132.50
48230	TIRE RAMA	Vehicle R&M	551.56
48231	TREMPER DISTRIBUTING	Petroleum Products Expense - fuel for all departments	5,589.61
48232	ULINE	Tools / Equipment, Custodial Supplies	673.96
48233	USDA	Wildlife Mitigation - wildlife management training	1,647.17
48234	VAISALA	Contracted Maintenance - runway condition reporting system	7,354.00
48235	WESTERN STATES EQUIP	Vehicle R&M	434.72
			<u>\$ 172,467.22</u>

Missoula County Airport Authority - Financial Report

For Period Ended: 5/31/22



- On the **Balance Sheet**:

- 👤 **Accounts Receivables** for general revenues at 5/31/22 were \$423,305. This balance includes approximately \$255,890 in unused credit memos related to federal grant funds for concessions relief.
- 👤 **Accounts Receivables** for ground services was \$78,372 at months end.
- 👤 **Grants Receivable** balance is \$317,070. \$255,442 of those balances were paid in June.
- 👤 At 5/31/22 **Construction In Progress includes** \$4,662,175 for the access road and \$3,143,414 for parking projects, \$64,931,439 for the first phase of the terminal, \$3,591,837 for the Terminal East Concourse.
- 👤 Month end **debt balances** total \$18,275,500.

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

- 👤 Fiscal year 2022 revenues for the year-to-date are \$8,799,305.
- 👤 Operating expenses for the year-to-date are \$6,149,533.
- 👤 Net Operating Income year to date is \$2,649,772.
- 👤 Airport Improvement grant funds of \$722,000 were recorded in May to fund the purchase of a new ARFF truck.

- **Other Financial Information:**

- 👤 Authority reserves are held in several local banks and in the STIP. Reserves are earning between .2% to .83%.
- 👤 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 May 31, 2022

May 31, 22

ASSETS

Current Assets

Checking/Savings

10100 · Petty Cash	300.00
10500 · General Checking Acct	2,953,369.23
10511 · Project Checking Acct	4,999.01
10550 · USFS Account	50,003.90
10560 · Debt Service Account	125,614.97
10580 · CFC Account	865,434.27
10590 · STIP Terminal Reserve	22,927.00
10600 · STIP	731,881.93
10604 · Money Market Accounts	
10605 · BANK of Montana Money Market	258,598.14
10610 · Stockman MM	250,712.49
10644 · Sweep Acct FSB	550,099.79
10645 · FSB Construction	1.00
Total 10604 · Money Market Accounts	1,059,411.42
10700 · Payroll Checking	182,447.03
10710 · Flex - FIB	8,353.87
10750 · PFC Cash at US BANK	1,613,741.11
Total Checking/Savings	7,618,483.74

Accounts Receivable

10800 · Accounts Receivable	432,305.10
10807 · A/R Advertising	6,209.00
10809 · A/R Ground Handling	78,372.08
10810 · A/R Non-Based Landing Fees	2,131.35

Total Accounts Receivable 519,017.53

Other Current Assets

10900 · AvSec Fingerprinting Account	915.25
11200 · Grants Receivable	317,071.61
11300 · Prepaid project expenses	388.86
11500 · Pre-Paid Expenses	81,735.89
11600 · Prepaid Insurance	11,005.88
11700 · Concession Contract Receivable	729,998.00
12000 · Undeposited Funds	2,110.01

Total Other Current Assets 1,143,225.50

Total Current Assets 9,280,726.77

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

	<u>May 31, 22</u>
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	7,234,835.36
14400 · Studies	1,925,406.96
14500 · Allowance for Depreciation	-98,767,211.03
19400 · Construction in Progress	
19401 · GS Equipment	194,694.00
19402 · Exit Plaza	2,165,170.25
19405 · Terminal Access Road	4,662,174.55
19406 · Parking Projects	3,143,413.61
19407 · CIP PSO Vehicle	693.72
19417 · AIP 74 PCI	103,205.78
19423 · Rent Cars Temp Facility	883,110.63
19425 · De-Ice Ramp Design	188,200.00
19427 · De-ice Truck AP8	30,150.92
19429 · Motorola Radios	51,932.64
19430 · CIP- Terminal Phase 1	64,931,439.05
19450 · East Concourse	3,591,837.43
19400 · Construction in Progress - Other	30,000.00
Total 19400 · Construction in Progress	<u>79,976,022.58</u>
Total Fixed Assets	<u>122,471,740.15</u>
Other Assets	
19600 · Deferred Pension Outflows	948,581.00
19700 · Concession Contract Recvble	1,443,256.26
Total Other Assets	<u>2,391,837.26</u>
TOTAL ASSETS	<u><u>134,144,304.18</u></u>

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

	<u>May 31, 22</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20500 · Accounts Payable	215,231.21
20505 · Accounts Payable- Projects	1,949,288.17
Total Accounts Payable	<u>2,164,519.38</u>
Other Current Liabilities	
21600 · Accrued Vacation/Sick Payable	445,723.43
22150 · Deferred Income	1,500.00
24000 · Payroll Liabilities	-4,594.46
Total Other Current Liabilities	<u>442,628.97</u>
Total Current Liabilities	<u>2,607,148.35</u>
Long Term Liabilities	
20502 · 2022 Note	625,500.00
25030 · 2019 Note A	13,942,200.00
25035 · 2019 Note B	3,707,800.00
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	<u>24,715,081.92</u>
Total Liabilities	<u>27,322,230.27</u>
Equity	
29500 · Unreserved	92,784,947.13
29510 · Reserved	2,442,588.00
Net Income	<u>11,594,538.78</u>
Total Equity	<u>106,822,073.91</u>
TOTAL LIABILITIES & EQUITY	<u><u>134,144,304.18</u></u>

Missoula County Airport Authority
Profit & Loss Budget Performance
May 2022

	May 22	Budget	Jul '21 - May 22	YTD Budget	Annual Budget	
Ordinary Income/Expense						
Income						
30100 · Signatory Landing Fees	40,011.71	53,092.00	510,218.22	584,012.00	637,109.00	80.08%
30200 · Non Sig Landing Fees	15,482.82	16,973.00	252,772.03	186,703.00	203,681.00	124.10%
30210 · Cargo Landing Fees	3,740.88	3,666.00	36,589.72	40,326.00	43,995.00	83.17%
30220 · Charter Landing Fees	0.00	682.00	1,443.41	7,502.00	8,184.00	17.64%
30300 · Non-Based Landing Fees	5,839.16	2,273.00	76,553.04	25,003.00	27,280.00	280.62%
30400 · Signatory Rent	90,392.87	90,393.00	994,321.57	994,323.00	1,084,716.00	91.67%
30410 · Non-Sig Turn Fees	13,600.00	20,450.00	344,530.00	224,950.00	245,406.00	140.39%
30507 · Advertising Income	11,173.00	12,292.00	159,528.00	135,208.00	147,500.00	108.15%
30509 · Ground Handling	38,807.90	69,362.00	816,323.39	845,581.00	936,741.00	87.15%
30600 · FBO Rentals	21,516.10	21,667.00	234,758.60	238,337.00	260,000.00	90.29%
30800 · Fuel Flowage Fees	5,450.01	5,833.00	116,632.66	64,163.00	70,000.00	166.62%
30900 · Fuel Farm Leases	348.03	333.00	3,828.33	3,663.00	4,000.00	95.71%
31000 · Coffee Concession	7,241.00	6,057.00	95,235.99	78,589.00	86,507.00	110.09%
31100 · Restaurant	4,186.16	6,498.00	53,818.13	64,666.00	74,238.00	72.49%
31200 · Food Truck Concessions	0.00		269.00			----
31300 · Rental Car %	141,356.82	62,554.00	1,740,023.92	957,045.00	1,072,662.00	162.22%
31400 · Rent Car Rent	14,919.80	8,750.00	164,017.80	96,250.00	105,000.00	156.21%
31700 · FAA Sector Office	0.00		0.00	0.00	0.00	----
31800 · USFS Landing Fees	0.00		101,236.62	24,800.00	24,800.00	408.21%
31900 · USFS Hangar Rent	21,086.33	20,000.00	227,969.63	220,000.00	240,000.00	94.99%
32100 · Gift Shop Faber	7,380.96	11,674.00	105,735.00	147,561.00	166,052.00	63.68%
32200 · Travel Agency	439.31	592.00	6,350.21	6,512.00	7,100.00	89.44%
32400 · Parking Lot	236,214.10	135,000.00	2,055,133.99	1,485,000.00	1,617,706.00	127.04%
32800 · Ag Land Leases	13,524.42	1,125.00	13,524.42	12,375.00	13,500.00	100.18%
32900 · Non-Aeronautical Ground Rent	24,556.64	23,000.00	259,408.83	253,000.00	276,000.00	93.99%
32910 · Aeronautical Ground Rent	6,842.92	3,750.00	94,046.08	41,250.00	45,000.00	208.99%
33000 · Vending	2,914.90	4,437.00	35,989.36	46,178.00	51,343.00	70.10%
33800 · Off Airport Rent Cars	2,774.57	2,063.00	22,064.12	29,131.00	33,006.00	66.85%
34000 · Utilities Reimbursement	2,928.94	2,600.00	29,484.64	28,600.00	31,200.00	94.50%
34200 · Miscellaneous Income	7,973.25	3,333.00	105,797.20	36,663.00	40,000.00	264.49%
81402 · TSA LEO Reimbursement	17,405.00	8,917.00	116,229.96	98,087.00	107,000.00	108.63%
81403 · TSA Checkpoint OTA	1,192.25		6,549.95			----
85100 · Badging Fees Collected	1,781.00		18,921.00			----
Total Income	761,080.85	597,366.00	8,799,304.82	6,975,478.00	7,659,726.00	114.88%
Gross Profit	761,080.85	597,366.00	8,799,304.82	6,975,478.00	7,659,726.00	
Expense						
40100 · Wages	243,206.64	251,799.00	2,818,723.62	2,966,525.00	3,229,771.00	87.27%
40330 · Overtime Wages	13,102.57	3,847.00	53,862.09	46,153.00	50,000.00	107.72%
40600 · Fringe Benefits Expense	95,914.87	93,173.00	1,080,367.62	1,106,610.00	1,201,171.00	89.94%
40800 · Legal Services	206.00	1,250.00	3,597.57	13,750.00	15,000.00	23.98%
41200 · Insurance Expense	13,227.92	11,667.00	125,860.12	128,337.00	140,000.00	89.90%
41300 · Accounting Expense	3,000.00	0.00	38,006.00	31,750.00	31,750.00	119.70%

Missoula County Airport Authority
Profit & Loss Budget Performance
May 2022

	May 22	Budget	Jul '21 - May 22	YTD Budget	Annual Budget	
41400 · Phone Charges	4,427.72	4,296.00	43,932.38	47,256.00	51,550.00	85.22%
41600 · Phone R&M	0.00	16.00	47.99	176.00	200.00	24.00%
41800 · Communication R&M	768.00	1,492.00	22,906.04	16,412.00	17,905.00	127.93%
42000 · Office Supplies	5,326.45	3,529.00	33,001.13	38,819.00	42,357.00	77.91%
42100 · Computer Equipment Expense	1,042.46	2,066.00	26,412.74	22,726.00	24,800.00	106.50%
42200 · Electricity/Gas Expense	27,102.17	27,830.00	306,596.70	372,730.00	394,513.00	77.72%
42400 · Water Expense	5,221.16	4,965.00	61,936.15	70,877.00	78,790.00	78.61%
42500 · Sewer Expense	4,298.69	5,604.00	41,639.41	42,174.00	47,758.00	87.19%
42600 · Disposal Expense	4,349.81	3,959.00	45,344.12	43,549.00	47,506.00	95.45%
42800 · Disposal-Industrial	-85.00	485.00	-1,959.80	5,335.00	5,825.00	-33.64%
43000 · Petroleum Products Expense	5,695.54	5,502.00	94,654.31	73,041.00	76,052.00	124.46%
43400 · Vehicle R&M	4,710.36	5,815.00	82,974.23	85,750.00	92,440.00	89.76%
43600 · Equipment Rental	0.00	635.00	742.11	6,985.00	7,625.00	9.73%
43800 · Tools/Equipment	4,228.46	4,989.00	30,393.22	54,879.00	59,875.00	50.76%
44000 · Landscaping Expense	0.00	1,261.00	1,819.49	6,666.00	7,925.00	22.96%
44100 · Custodial Services	35,600.00	17,860.00	215,798.00	196,460.00	214,320.00	100.69%
44200 · Contracted Maintenance	11,996.73	20,758.00	204,849.93	228,338.00	249,079.00	82.24%
44302 · Jet Bridge R&M	0.00	583.00	33,255.04	6,417.00	7,000.00	475.07%
44400 · Electric Maintenance	373.05	976.00	9,692.47	10,736.00	11,700.00	82.84%
44600 · Plumbing Expense	8.97	691.00	3,451.68	7,601.00	8,300.00	41.59%
44800 · Mechanical/Supplies	0.00	1,792.00	17,467.32	19,712.00	21,500.00	81.24%
45000 · Building General R&M	2,087.22	1,546.00	14,273.63	17,012.00	18,575.00	76.84%
45104 · Rent Car R&M	4,661.69	667.00	21,308.38	7,337.00	8,000.00	266.35%
45106 · USFS Hangar R&M	0.00	288.00	5,219.75	3,168.00	3,455.00	151.08%
45203 · Airfield Maintenance	10,043.79	14,901.00	18,809.91	46,246.00	51,085.00	36.82%
45400 · Landside Maintenance	7,149.78	1,844.00	18,981.66	20,148.00	22,400.00	84.74%
45600 · Airfield Lighting R&M	1,802.99	1,325.00	5,233.92	14,575.00	15,900.00	32.92%
45703 · Fog Abatement	0.00	0.00	3,507.66	4,240.00	4,240.00	82.73%
45800 · Snow & Ice Removal	0.00	0.00	243,545.78	186,364.00	192,306.00	126.64%
46000 · Custodial Supplies	6,498.56	2,728.00	57,586.43	49,477.00	56,155.00	102.55%
46400 · Uniform Expense	1,910.88	2,090.00	21,835.86	37,916.00	41,275.00	52.90%
46600 · Employee Training Expense	319.00	5,734.00	47,112.42	63,074.00	68,810.00	68.47%
46800 · Travel Expense	9,164.14	5,715.00	59,674.86	49,471.00	63,400.00	94.12%
47000 · Memberships	145.00	1,782.00	11,270.95	19,602.00	21,377.00	52.72%
47200 · Safety Supplies/Equipment	2,003.31	2,425.00	15,743.09	26,675.00	29,113.00	54.08%
47303 · Wildlife Mitigation	2,492.61	667.00	5,758.02	7,337.00	8,000.00	71.98%
47400 · Meals & PR	1,338.07	1,482.00	18,916.17	16,302.00	17,790.00	106.33%
47501 · Marketing	5,524.14	12,917.00	141,629.63	142,087.00	155,000.00	91.37%
47506 · Air Service Incentives	0.00		4,447.16			-----
47600 · Consultants Expense	1,971.00	2,765.00	20,377.23	30,415.00	33,190.00	61.40%
47707 · Display Expenses	0.00	229.00	3,081.80	2,519.00	2,750.00	112.07%
47717 · VIC Expenses	0.00	125.00	0.00	1,375.00	1,500.00	0.00%
47999 · COVID-19 Expense	0.00		5,002.51			-----
49100 · Fingerprint/STA Charges	994.50		8,146.00			-----

Missoula County Airport Authority
Profit & Loss Budget Performance
May 2022

	May 22	Budget	Jul '21 - May 22	YTD Budget	Annual Budget	
66000 · Payroll Expenses	0.00		0.06			-----
66900 · Reconciliation Discrepancies	0.99		1.02			-----
80600 · Miscellaneous Expense	0.01	138.00	-762.13	1,518.00	1,650.00	-46.19%
80611 · BANK Charges	98.98	379.00	3,459.33	4,169.00	4,550.00	76.03%
80615 · Pass through	0.00		0.00			-----
Total Expense	541,929.23	536,587.00	6,149,532.78	6,400,791.00	6,955,233.00	88.42%
Net Ordinary Income	219,151.62	60,779.00	2,649,772.04	574,687.00	704,493.00	
Other Income/Expense						
Other Income						
31500 · CFCs	72,120.00	70,000.00	740,740.00	770,000.00	840,000.00	
70200 · Interest Income-Unrestricted	628.33	833.00	4,476.92	9,163.00	10,000.00	
70400 · Project Restricted Interest	7.04		133.86			
70600 · Interest on land sale	0.00		455,717.74			
89010 · Federal Programs						
89000 · Airport Improvement Grants	722,000.00	722,000.00	2,731,768.84	2,731,768.84	2,731,768.84	
89100 · TSA OTA contribution	-6,152.55	-6,152.55	1,032,871.26	1,032,871.26	1,032,871.26	
89200 · CARES	0.00	0.00	1,216,255.67	1,216,255.67	1,216,255.67	
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	5,375,923.00	5,375,923.00	
89500 · PFC Contributions	182,075.39	204,500.00	1,330,385.41	1,141,400.00	1,500,000.00	
Total 89010 · Federal Programs	897,922.84	920,347.45	13,967,321.20	13,498,218.77	13,856,818.77	
Total Other Income	970,678.21	991,180.45	15,168,389.72	14,277,381.77	14,706,818.77	
Other Expense						
80140 · Note 2019A Interest Expense	92,483.26	0.00	431,558.45	584,600.00	1,036,524.00	
80145 · Note 2019 B Interest Expense	18,786.18	0.00	87,669.74	155,400.00	275,531.00	
80150 · FSB Note 2022	4,034.48		4,034.48			
80300 · Depreciation	519,764.01	0.00	5,397,360.02	3,347,419.92	3,347,419.92	
80400 · Cost of Issuance	0.00		95,500.00			
80500 · Loss on Disposal of Assets	0.00		207,500.29			
Total Other Expense	635,067.93	0.00	6,223,622.98	4,087,419.92	4,659,474.92	
Net Other Income	335,610.28	991,180.45	8,944,766.74	10,189,961.85	10,047,343.85	
Net Income	554,761.90	1,051,959.45	11,594,538.78	10,764,648.85	10,751,836.85	



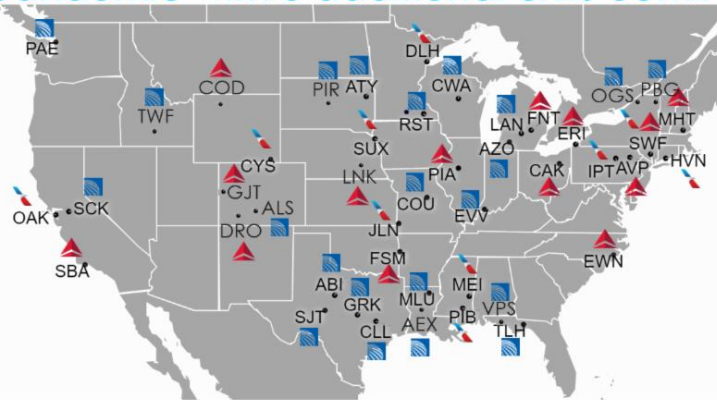
Director's Report
June 28, 2022

Director's Statement: June 8th was a big day, our first full day of operations! Years of planning paid off; all our flights departed on time that day. I know for sure that all our four overnight aircrafts left a few minutes early that first morning. While A&E Architects did an excellent job on the aesthetics of the new building, staff spent countless hours on the operational functionality of the new building. While we wanted a nice-looking building, it was more important to get operations right! It is still fun to walk the concourse and listen to everyone's comments as passengers cannot believe they arrived in Missoula. Cold Smoke Tavern and the outdoor deck are for sure fan favorites and extremely popular places. As we approach our summer peak, I cannot even imagine trying to push that many passengers through the old building.

Construction: Phase I is now behind us and we are now focusing on Phase II. Rental cars moved into their new building on Tuesday June 21st. While we still need to move the rental car lot closer to the new building, it seems to be well received. It is a genuinely nice "temporary" building, and the car rental companies whom have other national locations are very appreciative of how well we are taking care of them and their/our customers. Now that we are fully out of the old building, lots of prep work like cutting off the utilities and asbestos abatement will take place over the next month and deconstruction should start sometime in August.

2022 Air Service Update: Fuel prices continue to surge and pilot shortage continues to be the airlines biggest hurdle this summer. Although there is lots of national news on airline cancellations, to date we mostly have been spared and our operations have been running smooth. Frontier Airlines restarted Missoula flights to Denver on June 16th. American Airlines has extended MSO-LAX service through October 5th and Allegiant Airlines will bring back MSO-SNA service in November. As we look into the fall, we will be remarkably close to 2019 levels of service. I recently traveled to Reno, NV, who hosted an industry air service conference. I met with Alaska, American, Delta, Sun Country, Spirit, and Southwest Airlines. We have received positive feedback from our existing airlines and potential interest from those airlines we currently do not serve. All were overly impressed that by building the new terminal we are reducing their costs to operate in Missoula. Based on all the feedback, I would expect additional service for summer of 2023. While we continue to see success, the industry is seeing numerous service reduction. Below is a chart that shows market exits by legacy carriers since the start of the pandemic.

48 station exits by legacy airlines since the start of the pandemic with 3 additional exits coming



48 station exits

3 station exits pending for AA

- ISP
- ITH
- TOL

Note: ALS, ATY, JLN, MEI, OGS, PBG, PIB, PIR, and SUX are Essential Air Service Markets
Source: Cirium schedule data via Diio Mi; Ailevon Pacific Aviation Consulting analysis



Board Agenda: On this month's agenda you will find our annual renewal of our airfield insurance, with the new terminal being covered this fiscal year. We finally have completed and updated our Airline Use Agreement; we have 4 airlines that are expected to sign the new agreement. Resolution related to non-signatory use. We put our waste management & recycling services out for RFP. Deice apron expansion project and associated construction management services agreement. Lastly an environmental site assessment on the Pruyn Ranch property that is coming off lease.

Federal Affairs: House Appropriations Committee leaders on Wednesday released a draft Fiscal Year 2023 spending bill for the Departments of Transportation, Housing and Urban Development, and Related Agencies that proposes \$3.35 billion for AIP, an additional \$272.6 million for supplemental discretionary grants to airports, and an almost \$10 million increase for the FAA Contract Tower Program. The bill would provide a total of \$105.4 billion for DOT next year – \$2.4 billion above the current funding level and \$942 million more than the administration requested. House lawmakers are also proposing to increase funding for the FAA by almost \$900 million next year. I would expect lots of changes until a final version gets through Congress.

Miscellaneous Items: We are currently working with Global Entry to bring back onsite enrollment towards the end of August. As we get closer and firm up the dates, we will make sure you are aware in case you wish to sign up. Global Entry is a U.S. Customs and Border Protection (CBP) program that allows expedited clearance for pre-approved, low-risk travelers upon arrival in the United States. At airports, program members proceed to Global Entry kiosks, present their machine-readable passport or U.S. permanent resident card, place their fingerprints on the scanner for fingerprint verification and complete a customs declaration. The kiosk issues the traveler a transaction receipt and directs the traveler to baggage claim and the exit. Travelers must be pre-approved for the Global Entry program. All applicants undergo a rigorous background check and in-person interview before enrollment.

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: June 28, 2022

1. **TITLE:** FY 2023 Payne Insurance Renewal
Review, discussion and possible approval of the Fiscal Year 2023 PayneWest Insurance Premium in the amount of \$189,145.
ACTION ITEM
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS INFORMATION/
DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** Attached is the premium quote for the FY 2023 insurance policy. The premium last year was \$136,878.00. The proposed premium this year is \$189,145. The increase is mainly due to almost doubling of the amount of property we are insuring. Last year, our total property covered was approximately \$40.5 million. This year it is \$75.9 million. The new terminal is covered at \$58 million, versus \$28 million for the old terminal plus \$4 million for new jet bridges. Additionally, we have added a new ARFF truck, new SRE, Temporary Rental Car Facility and Toilet Trailer unit. Finally, Cincinnati, the property insurer, requested that all property values be increased by 7½% based on inflation. You will see on the proposal the numbers in red are the original value and the black number is the increased value. The liability premium increased approximately \$9,000. We carry \$50 million in liability coverage. Our liability premium has been down somewhat for the last two fiscal years because of decreased enplanements due to the pandemic. We estimate the enplanements and they do not adjust back if the enplanements are higher. Last year, the estimate was 240,000 enplanements and this year they have agreed to an estimate of 300,000 enplanements.
5. **BUDGET INFORMATION:**
Amount Required: \$189,145
Amount Budgeted: \$150,000 – Difference to be covered by reserves
6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of the Renewal Proposal from PayneWest attached. Todd Koster from PayneWest will be in attendance to answer any questions.
7. **RECOMMENDED MOTION:** Move to accept the Payne Proposal for FY 2023 insurance renewal in the amount of \$189,145.
8. **PREPARED BY:** Lynn Fagan
9. **COMMITTEE REVIEW:** None.

Missoula County Airport Authority

7-1-22/23 Insurance Summary

Presented by
Todd Koster
| Sales Executive

This is not a binder of insurance, and all coverage summaries provided herein are intended as an outline of coverage only. In the event of a loss, all terms, conditions, exclusions and other provisions of the actual policy will apply.

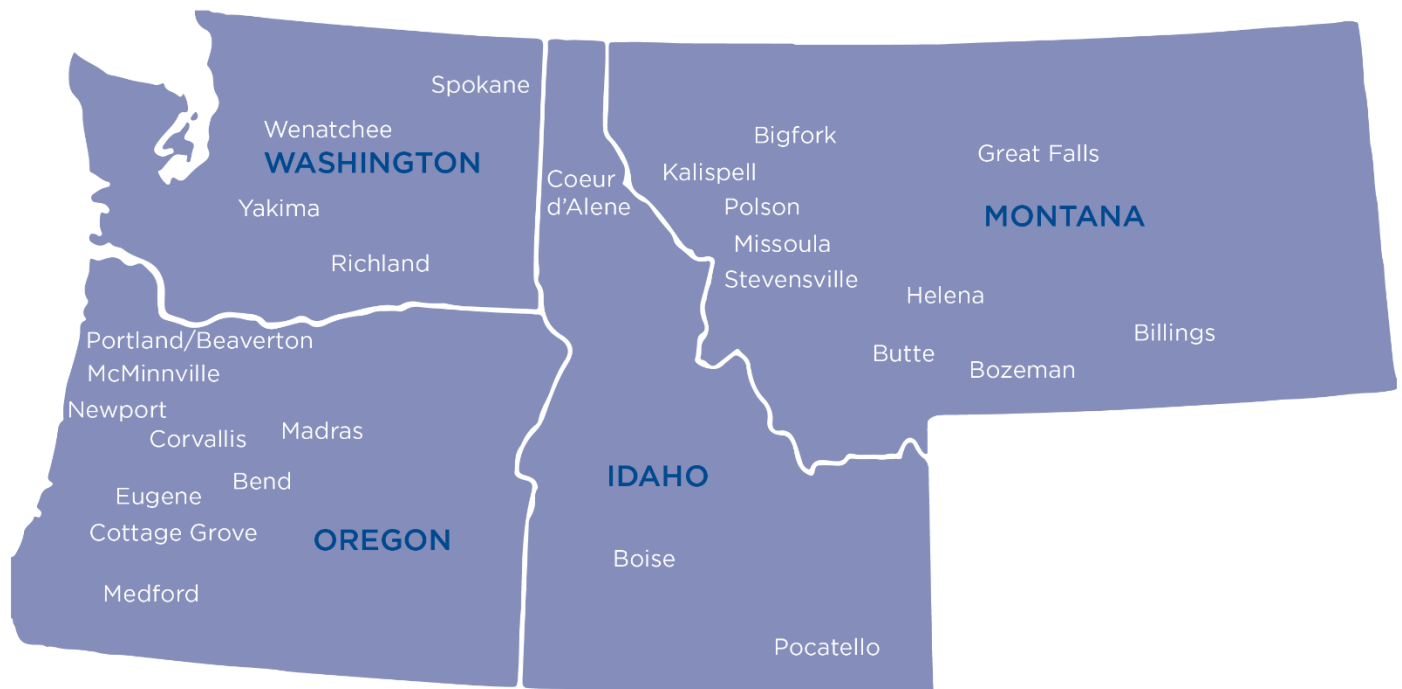


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ABOUT PAYNEWEST

PayneWest Insurance, A Marsh & McLennan Agency (MMA) LLC company, is the Northwest's premier insurance agency. Operating since 1972, we provide business and personal insurance, employee benefits and surety throughout our local offices in Idaho, Montana, Oregon and Washington. In our Northwest region, we employ more than 700 insurance professionals, including teams that specialize in highly-complex market niches such as healthcare, construction, transportation, education, agriculture, hospitality, public entities and banking. PayneWest offers important, cost-saving services including risk mitigation and claim management. In addition, PayneWest partners with the best and most diverse insurance providers in the country.



AT PAYNEWEST INSURANCE WE ARE:

- **Fiercely Committed.** Clients are our top priority-always.
- **Transparent.** We believe you should understand how we are paid and the services provided for the compensation we receive.
- **Specialized.** Providing employee benefits, business insurance, personal insurance, bonds and retirement funding.
- **Value Driven.** Our services are developed based on the needs of our clients.
- **Business Focused.** Specialized risk management tools and programs.
- **Long-term Strategic Planners.** Meeting the needs of clients today and well into the future.
- **Financially Strong.** Our financial strength provides a firm foundation for the long term.
- **Powered by MMA.** As a company of Marsh McLennan Agency we provide our clients with best-in-class services that meet their growing needs.

MEET YOUR SERVICE TEAM

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COMMERCIAL PROPERTY

COMPANY
Cincinnati Insurance Company

POLICY NUMBER
EPP 0257670

POLICY TERM
7/1/2022 to 7/1/2023

COVERAGES

BLANKET LIMITS				
BUILDING	AMOUNT	VALUATION	COINS	DEDUCTIBLE
Blanket Buildings	\$75,879,494	Replacement Cost/Agreed Value	90%	\$5,000
Blanket Buildings - Earthquake	\$5,000,000			10%
Blanket Business Personal Property	\$900,322	Replacement Cost/Agreed Value	90%	\$5,000
Blanket Business Personal Property – Earthquake	\$900,322			10%

COMMERCIAL PROPERTY CONTINUED

LOCATION #1: 5225 HIGHWAY 10 WEST, MISSOULA, MT 59808					
BLDG	BUILDING	AMOUNT	VALUATION	COINS	DEDUCTIBLE
1	Building – Terminal	\$55,000,000	Replacement Cost/Agreed Value	90%	\$5,000
	Building – Terminal – Flood Sublimit	\$1,000,000	Replacement Cost/Agreed Value		\$25,000
1	Business Personal Property – Terminal Current Limit	\$733,394 \$682,227	Replacement Cost/Agreed Value		\$5,000
	Business Personal Property – Earthquake Current Limit	\$733,394 \$682,227	Replacement Cost/Agreed Value	80%	\$5,000
1	Business Income w/Extra Expense	\$1,500,000	¼ Monthly Limit		24 Hours
2	Building - Crash Fire Rescue Current Limit	\$4,244,964 \$3,948,804	Replacement Cost/Agreed Value	90%	\$5,000
2	Business Personal Property - Crash Fire Rescue Current Limit	\$56,414 \$52,479	Replacement Cost/Agreed Value	90%	\$5,000
3	Building - FAA-AFS-SFO Facilities Current Limit	\$693,934 \$645,520	Replacement Cost/Agreed Value	90%	\$5,000
3	Business Personal Property - FAA-AFS-SFO Facilities Current Limit	\$5,640 \$5,247	Replacement Cost/Agreed Value	90%	\$5,000
4	Building – Hangar Current Limit	\$2,683,159 \$2,495,962	Replacement Cost/Agreed Value	90%	\$5,000
5	Building - Air Traffic Control Tower Current Limit	\$3,982,230 \$3,704,400	Replacement Cost/Agreed Value	90%	\$5,000
6	Fencing, Gates, Lighting	\$257,000	Replacement Cost/Agreed Value	90%	\$5,000
7	Building - Quick Turnaround Car Wash Current Limit	\$4,756,552 \$4,424,700	Replacement Cost/Agreed Value	90%	\$5,000
7	Business Personal Property - Quick Turnaround Car Wash Current Limit	\$104,874 \$97,558	Replacement Cost/Agreed Value	90%	\$5,000
8	Building – Jet Bridge – A1 A3-53/104-125R	\$1,000,000	Replacement Cost/Agreed Value	90%	\$5,000
9	Building - Jet Bridge – A2 A3-53/104-125R	\$1,000,000	Replacement Cost/Agreed Value	90%	\$5,000
10	Building - Jet Bridge – A3 A3-53/104-125R	\$1,000,000	Replacement Cost/Agreed Value	90%	\$5,000
11	Building - Jet Bridge – A4 A3-53/104-125R	\$1,000,000	Replacement Cost/Agreed Value	90%	\$5,000

COMMERCIAL PROPERTY CONTINUED

LOCATION #2: 3959 WHIPPOORWILL DRIVE, MISSOULA, MT 59808					
BLDG	BUILDING	AMOUNT	VALUATION	COINS	DEDUCTIBLE
1	Building – Shop Current Limit	\$466,610 \$434,056	Replacement Cost/Agreed Value	90%	\$5,000
2	Building - Materials Shed Current Limit	\$52,045 \$48,414	Replacement Cost/Agreed Value	90%	\$5,000

FORMS AND ENDORSEMENTS

NUMBER	DESCRIPTION	ADDITIONAL INFORMATION
FA250	Cinciplus Commercial Property XC+ (Expanded Coverage Plus) Endorsement	Blanket Coverage Limit: \$150,000 - See Remarks
FA458	Business Income Changes - Waiting Period	"Period of Restoration" Waiting Period: 24 Hours
IA460	Protective Safeguards	Loc. 1, Bldg 1, P-1 Loc. 1, Bldg 2, P-1 Loc. 1, Bldg 3, P-1 P-1 = Automatic Sprinkler System
FA104	Flood Coverage Endorsement	\$1,000,000 Limit, \$25,000 Deductible Flood only applies Loc.1, Bldg 1 - Terminal Building
FA244	Equipment Breakdown (Excluding Production Equipment)	
FA213	Business Income ¼ Monthly Limit	\$1,000,000 Limit, 24 Hour Deductible

REMARKS

- \$1,000,000 Sublimit Flood Applies to Just Terminal Bldg - Flood has \$25,000 deductible

COMMERCIAL GENERAL LIABILITY

COMPANY
ACE Property and Casualty Insurance

POLICY NUMBER
AAPN16736399004

POLICY TERM
7/1/2022 to 7/1/2023

COVERAGES – OCCURRENCE FORM

DESCRIPTION	LIMITS
Products & Completed Operations Aggregate	\$50,000,000
Personal & Advertising Injury	\$50,000,000
Each Occurrence	\$50,000,000
Damage to Rented Premises	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Malpractice Aggregate	\$50,000,000

ADDITIONAL COVERAGES

DESCRIPTION	LIMIT	DEDUCTIBLE
Employee Benefits Liability Endorsement (Primary)	\$1,000,000	\$500
Excess Automobile Liability (\$1,000,000 Underlying Limit)	\$25,000,000/\$25,000,000	
Hangarkeepers Liability (Per Occurrence/Any One Aircraft)	\$50,000,000/\$50,000,000	
Non-Owned Aircraft Liability (Any One Occurrence)	\$50,000,000	
Passenger Baggage Liability (Each Passenger/Each Occurrence)	\$2,500/\$250,000	\$500
Limited Terrorism Coverage Endorsement	\$5,000,000	
Excess Employers Liability (\$1,000,000 Underlying Limit)	\$25,000,000/\$25,000,000	

COMMERCIAL GENERAL LIABILITY CONTINUED

FORMS AND ENDORSEMENTS

NUMBER	DESCRIPTION	ADDITIONAL INFORMATION
AAP227	Extension - Specific Excess Employers Liability	Underlying Limits: \$1,000,000 Any One Accident Excess Policy Limits: \$25,000,000 Each Occurrence Limit \$25,000,000 Aggregate Limit
AAP248	Volunteers Endorsement	Employee includes insured's volunteers. Insured's employment of an employees shall be deemed to also refer to activities of the Insured's volunteers on behalf of the Insured.
AAP250	Employee Benefits Liability Endorsement	\$1,000,000 aggregate \$500 deductible each claim
AAP265	Passenger Baggage Liability Endorsement	\$2,500 Each Passenger \$250,000 Each Occurrence \$500 Deductible Each Occurrence \$25,000 Deductible Annual Aggregate
AAP301	National Incident Management System/National Response Plan Agreement	Sublimits: \$50,000,000 Prod./Comp. Ops Agg. \$50,000,000 Pers.& Advertising Injury \$50,000,000 Malpractice Aggregate Sub-Limit \$50,000,000 Ea. Occurrence \$50,000 Fire Damage Any One Fire \$5,000 Medical Expense Not Insured: Hangarkeepers or Nonowned

- Enplanements increasing from 240,000 to 300,000 estimated

COMMERCIAL AUTO

COMPANY
Cincinnati Insurance Company

POLICY NUMBER
EPP 0257670

POLICY TERM
7/1/2022 to 7/1/2023

COVERAGES

DESCRIPTION	AUTO SYMBOL	LIMITS & DEDUCTIBLES
Combined Single Limit	1	\$1,000,000
Medical Payments	2	\$5,000
Uninsured Motorists - Each Accident	2	\$1,000,000
Underinsured Motorists - Combined Single Limit	2	\$1,000,000
Comprehensive/Collision	2, 8	See Schedule of Autos
Hired / Non-owned Auto Liability	8, 9	Included

SYMBOL DEFINITIONS

(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified On Schedule
(2) All Owned Autos	(5) All Owned Autos Requiring No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject To Compulsory U.M. Law	(9) Non-Owned Autos

ADDITIONAL COVERAGES

DESCRIPTION	LIMIT	DEDUCTIBLE
Hired Auto Comprehensive	\$50,000	\$500
Hired Auto Collision	\$50,000	\$500

VEHICLE SCHEDULE

VEH	INSD #	ST	YEAR	MAKE	MODEL	VIN	LIAB	MED PAY	UM/ UIM	COMP DED	COLL DED
1	AP-21	MT	2002	GMC	Sierra 1500	1GTEK19T42E253833	✓	✓	✓	\$1,000	\$1,000
2		MT	1990	Dodge	D300 Flatbed	1B6ME3656LS671161	✓	✓	✓	\$1,000	\$1,000
3	AP-23	MT	2000	GMC	Sierra 2500	1GTGK24R7YF456440	✓	✓	✓	\$1,000	\$1,000
4	AP-25	MT	2001	GMC	Sierra 1500	1GTEK19T81E140188	✓	✓	✓	\$1,000	\$1,000
5	AP-97	MT	2001	GMC	Yukon	1GKEK13T11J139842	✓	✓	✓	\$1,000	\$1,000
6	A-4	MT	2009	GMC	Yukon	1GKFK13069R173315	✓	✓	✓	\$1,000	\$1,000
7	AP-19	MT	1989	GMC	C7000 Top Kick Dump	1GDP7D1Y3KV516439	✓	✓	✓	\$1,000	\$1,000
8	AP-8	MT	1990	GMC	C7000 Top Kick Dump	1GDP7D1Y1LV500855	✓	✓	✓	\$1,000	\$1,000
9	AP-45	MT	2002	GMC	Sierra 1500	1GTEC14V22Z330228	✓	✓	✓	\$1,000	\$1,000
10	A-20	MT	2004	GMC	Sierra Pickup	2GTEK19T541184686	✓	✓	✓	\$1,000	\$1,000
11	AP-35	MT	1983	GMC	K30	1GDJK34W2DV520817	✓	✓	✓	\$1,000	\$1,000
12	AP-26	MT	2011	Chevrolet	Silverado K1500	3GCPKSE33BG287369	✓	✓	✓	\$1,000	\$1,000
13	AP-99	MT	2012	GMC	Sierra K1500	3GTP2VE77CG224264	✓	✓	✓	\$1,000	\$1,000
14	AP-29	MT	2014	Ford	F250 w/ Meyer Plow	1FTBF2B60EEB42976	✓	✓	✓	\$1,000	\$1,000
15	AP-98	MT	2016	Chevrolet	Silverado 1500	3GCUKNEC7GG184788	✓	✓	✓	\$1,000	\$1,000
16	A-2	MT	2016	Kia	Sorento	5XYPGDA5XGG176442	✓	✓	✓	\$1,000	\$1,000
17	G-8	MT	2017	Ford	Transit Connect XLT	NMOLS7F76H1318843	✓	✓	✓	\$1,000	\$1,000
18	AP-28	MT	2002	International	NOVA	4RKGTGA92R835597	✓	✓	✓		
19	A-97	MT	2019	Ford	Explorer	1FM5K8AT0KGA30810	✓	✓	✓	\$1,000	\$1,000
20	A-1	MT	2020	Kia	Sorento	5XYPGDA30LG642002	✓	✓	✓	\$1,000	\$1,000
21 - New	AP-42	MT	2000	Freightliner	LMD-2000	1FV6JFAB4YHF90508	✓	✓	✓	\$1,000	\$1,000
22 - New		MT	2021	Oshkosh	ARFF 4X4	10TADLJF9NA814092	✓	✓	✓	\$1,000	\$1,000

Note: Comprehensive, Specified Perils and Collision coverage apply only when a deductible is shown for the vehicle.

DRIVER SCHEDULE

NAME	DATE OF BIRTH	LICENSE NUMBER
Bailey, Andrew	On File	On File
Bays, Ekaterina	On File	On File
Bemrose, Allen	On File	On File
Brewer, Brianna	On File	On File
Chinikaylo, Yuriy	On File	On File
Christensen, Cody	On File	On File
Cole, Nathan	On File	On File
Conway, Caroline	On File	On File
Cook, Kaedon	On File	On File
Crittendon, David	On File	On File
Damrow, Tim	On File	On File
Ellestad, Brian	On File	On File
Erickson, George	On File	On File
Fagan, Carolynn	On File	On File
Follett, Dennis	On File	On File
Geldersma, Augustus	On File	On File
Gow, Stacey	On File	On File
Hamers, Geoffrey	On File	On File
Ives, Matthew	On File	On File
Jacobson, Amanda	On File	On File
Jarvis, Nicole	On File	On File
Jodsaas, Dhylan	On File	On File
Johnson, Jesse	On File	On File
Kolberg, Vanessa	On File	On File
Lameman, Eric	On File	On File
Martinsen, Tyler	On File	On File
Neuman, Dan	On File	On File
Norcross, Therese	On File	On File

DRIVER SCHEDULE CONTINUED

NAME	DATE OF BIRTH	LICENSE NUMBER
Olson, Kaitlin	On File	On File
Otte, Bob	On File	On File
Padovich, Natalie	On File	On File
Reeve III, Richard	On File	On File
Rice, Joshua	On File	On File
Roe, Brad	On File	On File
Romero-Olarte, Ronald	On File	On File
Russell, Kent	On File	On File
Shaffer, Justin	On File	On File
Shypowski, Luke	On File	On File
Sol, Jake	On File	On File
Soto, Pamela	On File	On File
Wagner, Michael	On File	On File
Whalen, Robert	On File	On File
Whitmore, Scott	On File	On File
William, Thad	On File	On File
Wiltse, Jared	On File	On File
Wyman, Dylan	On File	On File
Zent, Anthony	On File	On File

EQUIPMENT FLOATER

COMPANY
Cincinnati Insurance Company

POLICY NUMBER
EPP 0257670

POLICY TERM
7/1/2022 to 7/1/2023

COVERAGES

DESCRIPTION	VALUE
Valuation	Actual Cash Value
Total Scheduled Amount	\$6,037,894
Coinsurance	80%
Deductible	\$1,000

UNSCHEDULED EQUIPMENT

DESCRIPTION	MAXIMUM ITEM	INSURANCE AMOUNT
Your Tools & Employee-Owned Tools	\$250	\$1,000
Leased/Rented Equipment		\$25,000

SCHEDULED EQUIPMENT

ITEM	YEAR	DESCRIPTION	ID/SERIAL NUMBER	INSURANCE AMOUNT
1	1989	1594 AP-17 Case IH Tractor	11527897	\$15,000
2	1986	W20C AP-37 Case Front End Loader	9161884	\$10,000
3	1989	AP-11 Oshkosh H Series Snowblower	1GT3E1B53L1039527	\$60,000
4	1997	*Not licensed for road use Titan RED 1 - E1 ARFF Truck*	4ENDAAA85V1007925	\$250,000
5	1999	P-Series AP-12 Oshkosh Runway Sweeper	10TBFSF14X3065576	\$200,000
6	1982	*Not licensed for road use RED 7 - Mack Tanker ARFF Truck*	1M2B112C6CA001893	\$50,000
7	1995	Gator AP-36 John Deere ATV	W004X2X045133	\$6,000
8	2001	7410 AP-16 John Deere 4x4 Tractor w/ loader	RW7410R027271	\$50,000
9	2006	H-Series AP-6 Oshkosh Snow Plow	10TBFAP146S087968	\$300,000
10	2006	H-Series AP-7 Oshkosh Snow Plow	10TBFAP146S087969	\$300,000

EQUIPMENT FLOATER CONTINUED

ITEM	YEAR	DESCRIPTION	ID/SERIAL NUMBER	INSURANCE AMOUNT
11	2006	Tow Behind AP-6.1 MB Runway Broom	150586	\$185,965
12	2004	HPX Diesel AP-14 John Deere ATV	M0HP2DX01049	\$10,000
13	2007	Ranger AP-15 Polaris ATV	TBD	\$10,000
14	2008	4300 SBA AP-5 International Vac Truck	1HTMMaaN08H665678	\$164,268
15	2007	Striker 1500 RED 2 - Oshkosh ARFF Truck	10TKBAK1X85102433	\$654,286
16	2008	5000 Ton AP-10 Kodiak Snowblower	TBD	\$473,500
17	2011	844K AP-18 John Deere Loader w/ 35' plow	1DW844KXHBD638236	\$468,000
18	2006	Tow Behind Model 46 AP-7.1 MB Runway Broom	151170	\$185,000
19	2012	with Mover AP-24 John Deere Tractor	TCRC758110454	\$40,000
20	2016	MP-1 AP-9 International Truck w/ 21' Plow	HTGPSNR4HH642122	\$337,096
21	2016	22' Broom #15-1428, MB-4 AP-13 Oshkosh Snow Blower w/ Broom	080196	\$744,218
22	1999	Sweepster AP-12.1 Oshkosh Broom	TBD	\$185,000
23	2017	272D2 AP-22 Caterpillar Skid Steer	CAT0272DABL200757	\$74,153
24	2016	1585 AP-27 John Deere Mower	TBD	\$35,444
25	2016	3650 AP-30 Bobcat ATV	4XAB3C3A768012350	\$34,821
26	2005	H80XM AP-36 Hyster Forklift	L005V08838D	\$15,000
27	2002	LM0200 G-1 Freightliner De-Ice Truck	LMD02036	\$77,000
28		Williams Scotsman M05612 56 x12 Mobile Office Trailer	BB-78106	\$38,632
29		Williams Scotsman CT208 20 x 8 Container	ACC-12277	\$3,125
30		Williams Scotsman CT208 20 x 8 Container	ACC-12107	\$3,492
31	2018	6215R John Deere Tractor w/ Mover	IRW6215RVJA034236	\$230,284
32		Williams Scotsman 20 x 8 Container	ACC-29483	\$3,600
33	2021	RTV Kubota RTV	A5KC2GDBJMG064528	\$18,500

EQUIPMENT FLOATER CONTINUED

ITEM	YEAR	DESCRIPTION	ID/SERIAL NUMBER	INSURANCE AMOUNT
34	2020	RTV Kubota RTV	A5KC2GDBAMG064503	\$18,500
35 - New	2021	CAT 908M CAT Loader	0908MJH8805055	\$127,000
36 - New	2021	Noblelift FE3D40N Forklift		\$35,719
37 - New		Williams Scotsman TT2912 29x12 Toilet Trailer Unit	TT2912	\$39,592
38 - New		Items # E-100-3.1 MB3 Front Mount Airport Broom & Chassis	08-0592	\$584,699

ADDITIONAL COVERAGES

DESCRIPTION	LIMIT
Additional Debris Removal Expense	\$10,000
Pollutant Clean Up and Removal	\$10,000
Spare Parts and Fuel	\$5,000
Equipment Borrowed From Others	\$5,000

ADDITIONAL INTERESTS

NAME	INTEREST
Williams Scotsman, Inc.	Loss Payee Item #28 Williams Scotsman M05612 56 x12 Mobile Office Trailer ID#BB-78106 Loss Payee Item #29 Williams Scotsman CT208 20 x 8 Container ID#ACC-12277 Loss Payee Item #30 Williams Scotsman CT208 20 x 8 Container ID#ACC-12107 Loss Payee Item #32 Williams Scotsman 20 x 8 Container ID#ACC- 29483 Loss Payee Item #37 Williams Scotsman TT2912 29x12 Toilet Trailer Unit ID#TT2912

CRIME

COMPANY
Cincinnati Insurance Company

POLICY NUMBER
EPP 0257670

POLICY TERM
7/1/2022 to 7/1/2023

COVERAGES

LOCATION #1: 5225 Highway 10 West, Missoula, MT		
DESCRIPTION	LIMIT	DEDUCTIBLE
Employee Theft	\$100,000	\$500
Forgery or Alteration	\$25,000	\$500
Theft of Money and Securities - Inside Premises	\$25,000	\$500
Theft of Money and Securities - Outside Premises	\$5,000	\$500
Money Orders and Counterfeit Currency	\$25,000	\$500

MANAGEMENT LIABILITY

COMPANY
Cincinnati Insurance Company

POLICY NUMBER
EMN 0542898

POLICY TERM
7/1/2022 to 7/1/2025

DIRECTORS & OFFICERS

DESCRIPTION	LIMIT
Liability Each Claim	\$2,000,000
Liability Annual Aggregate	\$2,000,000
Fiduciary Limit Each Claim	\$1,000,000
Claims Made	Full Prior Acts Coverage

DEDUCTIBLES
\$0 Each Claim – Insuring Agreement A (Insured Persons)
\$5,000 Each Claim – Insuring Agreement B (Indemnification)
\$5,000 Each Claim – Insuring Agreement C (Organization)

EMPLOYMENT PRACTICES

DESCRIPTION	LIMIT
Annual Aggregate	\$2,000,000
Wage & Hour Defense Limit	\$100,000
Third Party Liability	\$2,000,000
Workplace Violence Expense Sublimit	\$100,000

DEDUCTIBLES
\$5,000 Each Claim – Employment Practices
\$5,000 Each Claim – Third Party Liability
\$0 Each Claim – Workplace Violence

MANAGEMENT LIABILITY CONTINUED

FIDUCIARY LIABILITY

DESCRIPTION	LIMIT
Annual Aggregate	\$1,000,000
Voluntary Settlement Program Sublimit	\$250,000
HIPPA Sublimit	\$150,000
ERISA 502c Sublimit	\$50,000
Pension Protection Act Sublimit	\$50,000
Deductible	\$1,000

**Additional forms, endorsements, exclusions, and limitations apply.*

PREMIUM COMPARISON

LINES OF BUSINESS	21/22 ANNUALIZED EXPIRING	22/23 RENEWAL QUOTE
Commercial Property – Blanket Building Limit increased from \$40M to \$76M	\$38,963	\$62,811
Commercial Auto	\$32,389	\$32,356
Equipment Floater	\$30,816	\$31,156
Crime	\$467	\$483
Package Total	\$102,635	\$126,806
General Liability	\$47,521	\$56,180
Management Liability - D&O/EPL/Fiduciary	\$4,998	\$6,159
Total Premium	\$155,154	\$189,145

21/22 PROPERTY POLICY CHANGES

Increased Blanket Building Limits from \$40 Million to \$76 Million – New Terminal added and all values have been increased 7% due to inflation
Added Four New Jet Bridges at \$1 Million Each

21/22 AUTO POLICY CHANGES

10/27/21 – Added 2000 Freightliner #0508

4/29/22 – Added 2021 Oshkosh ARFF Truck #14092

21/22 EQUIPMENT POLICY CHANGES

10/27/21 – Added 2021 CAT Loader #5055 & 2021 Noblelift Forklift

11/22/21 – Added 29x12 Toilet Trailer Unit

2/7/22 – Added MB3 Front Mount Airport Broom & Chassis

PROPOSAL ACCEPTANCE

INSURED

Missoula County Airport Authority

- ☐ As presented (all lines)
- ☐ With changes noted below

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Print Name

Title

Signature

Date

COVERAGE CONSIDERATIONS

COVERAGES TO CONSIDER	NOTES
Full Cyber/Internet Liability Coverage	



Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: June 28, 2022

1. **TITLE:** Airline Use Agreement with Alaska, Delta, United and American Airlines.

Review, discussion, and possible approval of an Airline Use Agreement with 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:**

Our current agreement was executed in 2014 for a five-year term, a three-year extension was granted in June of 2019 and will expire this month. Over the last year we have been diligently working to finalize our new agreement with our airline partners. The proposed agreement will shift airline rates and charges to a hybrid "Per Passenger Enplanement" model from a purely allocated space rate model. This modern approach increases transparency and simplifies rate and charge calculations that historically required an update with any building modification. This will be extremely beneficial as we move into subsequent phases of the project, reducing time spent on modified exhibits and rate adjustments. In the future, this rate model can be updated to incentivize and promote increased passenger flow through the facility with lower rates based on increased passenger enplanement levels.

This agreement also honors our commitment to the airlines to keep rates and charges flat with the new terminal and even providing cost savings. Currently Alaska, Delta and United Airlines are signed on to the current agreement, due to increased service levels, American Airlines intends to sign this as well.

5. **BUDGET INFORMATION:**

Amount Required: Planned for in FY 2023 fiscal budget

Budget amount available:

6. **SUPPLEMENTAL AGENDA INFORMATION:** Draft agreement attached.

7. **RECOMMENDED MOTION:** Move to approve the Airline Use Agreement as presented.

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

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

**MISSOULA COUNTY AIRPORT AUTHORITY
AIRPORT USE AGREEMENT AND
TERMINAL LEASE**

This Airport Use Agreement and Passenger Terminal Lease (this "Agreement") is entered into this ___ day of _____ by and between the Missoula County Airport Authority ("AUTHORITY"), 5225 Highway 10 West, Missoula, MT 59808, and _____ ("AIRLINE"), a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Montana.

RECITALS

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport ("Airport") in Missoula County, Montana pursuant to Title 67, Chapter 11, Montana Code Annotated;
2. The AUTHORITY operates, maintains, and develops the Airport as a public facility for the accommodation of air commerce and has the power to grant operating rights to Air Transportation Companies that want to use the Airport, and to lease space and facilities in the Airport terminal to Air Transportation Companies that desire to lease such space and facilities;
3. AIRLINE is engaged in the business of transporting persons, property, cargo and mail, or one or more of these, by aircraft;
4. AIRLINE desires to obtain operating rights at the Airport and to lease space and facilities in the Terminal; and the AUTHORITY is willing to grant AIRLINE such rights under the covenants, terms, and conditions contained in this AGREEMENT;

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 parties agree as follows:

ARTICLE I

Section 1.01

Definitions:

The following words, terms, and phrases shall have the meanings denoted when used elsewhere in this AGREEMENT, whether singular or plural.

- A **"Affiliate Airline"** shall mean any Air Transportation Company that (i) is a parent or subsidiary of a Signatory Airline, or (ii) operates at the Airport under

a trade name of the Signatory Airline and uses the Signatory Airline's two-letter designator code for its flights serving the Airport, or (iii) operates at the Airport using a trade name of a parent or subsidiary of the Signatory Airline and uses the two-letter designator code of such parent or subsidiary for its flights serving the Airport.

- B **"Agreement"**- this Airport Use Agreement and Passenger Terminal Lease between AUTHORITY and AIRLINE, as the same may be amended or supplemented from time to time.
- C **"Aircraft Parking Position"** - an area of paved ground surface designated by the AUTHORITY as available for parking or temporarily storing aircraft on the Airport.
- D **"Airfield"** - the area at the Airport used for the landing, taking-off, and taxiing of aircraft; consisting, among other things, of runways, taxiways, approach and safety zones, hold aprons, lighting and navigation easements and facilities, and related appurtenances, as it and they exist at the time of execution hereof and they may, from time to time, be altered in the future.
- E **"Airfield Cost Center"** – costs for operating the Airfield including related debt service, if any.
- F **"AIRLINE"** - the Air Transportation Company executing this Agreement.
- G **"Airline-Airport Affairs Committee" or "AAAC"** - a committee composed of one representative of each Signatory Airline, which representative shall be empowered to speak and act on behalf of the represented Air Transportation Company on matters brought before the committee.
- H **"Airport" or "MSO"** - Missoula Montana Airport, including all its surface and sub-surface structures and appurtenances, its approach and runway safety zones, its easements and facilities, whether or not located within the Airport's physical boundaries as it exists at the time of execution hereof and as it may, from time to time, be altered in the future.
- I **"Airport Director"** - the chief administrator for the AUTHORITY or his designee.
- J **"Airport Equipment"** - those facilities and/or equipment owned by the AUTHORITY and provided to Air Transportation Company for a fee, and which may include, but not be limited to, baggage makeup conveyors or devices, baggage claim conveyors or devices, passenger loading bridges, 400 hertz or other ground electrical power systems, or preconditioned air devices or systems. A list of which can be found in Exhibit B.

- K **"Airport Revenue Bonds"** - bonds, notes, or other evidence of indebtedness authorized and issued by the AUTHORITY for the purpose of financing or re-financing the modernization, expansion, renewal or replacement, or further development of the Airport, which bonds, notes, or other evidence of indebtedness are secured primarily, if not solely, by a pledge of Revenues derived from the operation of the Airport. Airport Revenue Bonds shall not include special facility revenue bonds issued for the benefit of less than all Air Transportation Companies operating at the Airport.
- L **"Air Transportation Company"** - A company for hire engaged in the business of one or more of the following: transporting persons, property, cargo, and mail, by aircraft.
- M **"AUTHORITY"** - The Missoula County Airport Authority including such person or persons as may be authorized by AUTHORITY to act for the AUTHORITY with the respect to all matters pertaining to this Agreement.
- N **"Bond Ordinance"** - Any ordinance, resolution, or indenture authorizing the sale and issuance of Airport Revenue Bonds or other debt.
- O **"Capital Project"** - shall mean any of the following in excess of a value or cost of \$500,000.00: (a) the acquisition of land or easements; (b) the purchase of machinery, equipment, or rolling stock; (c) the planning, engineering, design, and construction of new facilities; or (d) the performance of any extraordinary nonrecurring major maintenance or improvement of facilities that may be acquired, purchased, or constructed by AUTHORITY to improve, maintain, or develop the Airport and. A Special Purpose Facility financed with Special Purpose Facility Bonds shall not be considered a Capital Project for the purposes of this Agreement.
- P **"CFC" or "Customer Facility Charge"** - Fees collected by car rental companies who operate on the Airport.
- Q **"Debt Service"** - the amount required during any period for the accrual of principal of, interest on, and premium, if any, and other fees and amounts associated with all series of existing and future Airport Revenue Bonds or other debt, all as set forth in any Bond Ordinance.
- R **"Enplaned Passengers"** - all local boarding, interline transfer, and intra-line transfer revenue passengers at the Airport,
- S **"Exclusive Use Premises"** - premises or facilities that are granted by the AUTHORITY to AIRLINE for its exclusive use and enjoyment as described in Section 4.01 and shown on Exhibit A.
- T **"Federal Aviation Administration" or "FAA"** - the agency of the United

States government created pursuant to the Federal Aviation Act of 1958, as amended, or any successor agency, or additional agency having jurisdiction of Air Transportation and oversight of airports involved in the conduct of Air Transportation including the Transportation Security Administration.

- U **"Fiscal Year"** - that twelve-month period commencing each July 1st and concluding the next succeeding June 30th which conforms to the AUTHORITY's annual accounting period for its general accounting purposes at the time of entering into this Agreement.
- V **"Ground Handling Company"** - a business which services an Air Transportation Company's aircraft while it is on the ground and parked at a terminal gate at the Airport.
- W **"Joint Use Premises"** - premises or facilities that are granted by the AUTHORITY to two or more Air Transportation Companies, for their common shared use and enjoyment. Joint Use Premises are described in Section 4.03 and shown on Exhibit A.
- X **"Landing Fee Rate"** - the unit rate, measured in dollars and cents per thousand pounds of Maximum Landing Weight, as set forth on Schedule 2.
- Y **"Maximum Landing Weight"** – the maximum weight at which an aircraft type may be landed at the Airport by an aircraft operator as approved the by FAA for that aircraft type.
- Z **"Non-Signatory Airline"** - an Air Transportation Company that has not executed this Agreement or an agreement substantially similar in form and content to this Agreement. Rents and use fees for Non-Signatory Airlines will be set by the AUTHORITY Board of Commissioners periodically by Resolution but will not be less than 130% of the signatory rate.
- AA **"Operation and Maintenance Expenses" or "O&M Expenses"** - all reasonable, necessary, and customary expenses of the AUTHORITY, accrued for the administration, operation and maintenance of the Airport, whether direct or indirect, excluding expenses for Capital Projects and Special Purpose Facilities.
- BB **"Passenger Facility Charge" or "PFC"** - the authorized assessment, if any, imposed on each revenue passenger enplaning at the Airport pursuant to the Aviation Safety and Capacity Expansion Act of 1990 as amended and the implementing Federal Aviation Regulation Part 158, as amended.
- CC **"Preferential Use Premises"** - use of premises or facilities that is granted by the AUTHORITY to AIRLINE to accommodate AIRLINE for its preferential use

and enjoyment as described in § 4.02 and shown on Exhibit A; provided, however, that the AUTHORITY may, in accordance with § 4.02, permit and authorize the use of the same premises or facilities by another Air Transportation Company on a non-preferential basis.

- DD **"Revenues"** - income accrued by the AUTHORITY in accordance with generally accepted accounting practices, including investment earnings, for the use and operation of, or in connection with, the Airport other than proceeds of Airport Revenue Bonds, Passenger Facility Charges, Grants from the FAA or other governmental entities, CFC's, taxes properly levied by the AUTHORITY or other governmental agency, or any other amount received or receivable which is not classified as revenue under the Bond Ordinance.
- EE **"Rules and Regulations" or "Primary Guiding Documents"** - the body of requirements (as more particularly described in § 12.05) published and placed into effect from time to time by the AUTHORITY for the governance of the Airport, its tenants, licenses, and invitees, while on Airport property.
- FF **"Scheduled Air Transportation"** - the conduct of air transportation by an Air Transportation Company (holding a certificate granted pursuant to Federal Aviation Regulations, Part 121), a foreign air carrier (holding a certificate granted pursuant to Federal Aviation Regulations, Part 129), or a commuter air carrier (holding a certificate granted pursuant to Federal Aviation Regulations, Part 135) according to schedules that are published periodically in advance, both in specialized printed publications and in major computerized reservation systems, which schedules are available to travel agents and to the general public.
- GG **"Signatory Airline"** - an Air Transportation Company that has executed this Agreement or an agreement substantially similar in form and content to this Agreement with the AUTHORITY and rents a minimum of 1000 square feet of Exclusive Use Premises.
- HH **"Special Purpose Facility"** - shall mean a capital project or facility to be located at the Airport, owned or leased by the AUTHORITY and financed with Special Purpose Facility Bonds.
- II **"Special Purpose Facility Bonds"** - shall mean any debt of AUTHORITY that is permitted by, but not issued pursuant to, the terms of the Bond Resolution and which is secured by and payable solely from rentals or other charges derived by AUTHORITY under a lease, sale, or other agreement (or any document securing the same) between AUTHORITY and the person, firm, or corporation using the Special Purpose Facilities financed therewith.
- JJ **"Terminal"** - means that area of the Airport including, but not limited to,

passenger holdrooms or concourses, ticketing and baggage claim areas, concessions areas, Airline and Authority offices and work areas, and sidewalks and roadways immediately adjacent thereto.

- KK **"Terminal Cost Center"** - costs for operating the Terminal including related debt service, if any.
- LL **"Use Resolution"** - a Resolution adopted by the Board of Commissioners of the Missoula County Airport Authority that sets forth the rates and fees which apply to Non- Signatory Airlines.

Additional words and phrases used in this Agreement but not defined herein shall have the meanings as set forth in the Bond Ordinance, in any FAA statute or regulation, or if not so set forth, shall have their usual and customary meaning.

ARTICLE II USE OF THE AIRPORT

Section 2.01 Rights of Use; Restrictions.

- A. Subject to the Rules and Regulations of the AUTHORITY, AIRLINE shall be entitled to use the Airport in common with others authorized to do so. Such right shall include:
1. The landing and taking off of its aircraft from the runways;
 2. The ground movement of its aircraft on the taxiways;
 3. The parking, loading, unloading, servicing, and fueling of its aircraft in such areas as are directed or approved by the Airport Director;
 4. The right to do any act and perform any function directly and reasonably related to the AIRLINE's conduct of Scheduled Air Transportation. However, such use shall not include the performance of services for other airlines (except AIRLINE's Affiliate Airlines) or agencies in the absence of the prior written approval of the Airport Director and shall not be construed to include the conduct of any other business on the Airport; and
 5. The right to purchase fuels, lubricants, and any and all other goods and services required in AIRLINE'S conduct of Scheduled Air Transportation, and which are to be delivered, consumed, or performed at the Airport, from any person, firm, or corporation that is operating on the Airport with permission of the AUTHORITY.
- B. No other uses or operations are permitted under this Agreement without the prior written consent of the Authority.

Section 2.02 Affiliate Airline/Ground Handling Company

Notwithstanding anything to the contrary contained in this Agreement, AIRLINE may

accommodate its Affiliate Airline(s) and/or a Ground Handling Company within its Exclusive Use Premises, Preferential Use Premises, and Joint Use Premises, subject to the following provisions:

- A. Signatory Airline hereby agrees that for any Affiliate Airline or Ground Handling Company operating under an agreement with Signatory Airline, it shall serve as financial guarantor for all rents, fees and charges incurred by such Affiliate Airline(s) and/or Ground Handling Company in connection with such Affiliate Airline(s) and/or Ground Handling Company's operations on behalf of Signatory Airline; it shall be responsible for all actions of such Affiliate Airline(s) while operating at the Airport on behalf of Signatory Airline; and it shall be responsible for reporting or causing the reporting of all activity of such Affiliate Airline(s) and/or Ground Handling Company undertaken on behalf of Signatory Airline. Such Affiliate Airline and/or Ground Handling Companies shall have the rights afforded the Signatory Airline without any non-signatory premiums added to rates, fees and charges.
- B. Affiliate Airline or Ground Handling Company operating under an agreement with Signatory Airline shall comply with all applicable provisions of this Agreement and all Airport Rules and Regulations.
- C. A Signatory Airline and designated Affiliate Airline shall be counted as one airline for the purpose of computing any Joint Use charges;
- D. In the event of termination or early cancellation of this Agreement by the Signatory Airline or the Authority as provided for in this Agreement, the Agreement shall also be terminated as to each designated Affiliate Airline or Ground Handling Company.

ARTICLE III TERM

Section 3.01 Commencement and Expiration of Term:

This Agreement shall become effective at 0001 hours, Mountain Standard Time, July 1, 2022 and shall expire at 2400 hours, Mountain Standard Time, June 30, 2027, subject to earlier termination as herein provided.

Section 3.02 Extension; New Agreement:

The AUTHORITY and AIRLINE shall have the option to renew this Agreement for one (1) three (3) year period by mutual consent upon the same terms and conditions herein. If an extension is not agreed to by June 30, 2027, this Agreement is terminated and AIRLINE shall pay rates as set forth in the AUTHORITY's then current Use Resolution for its use of the Airport. Notwithstanding anything contained herein to the contrary, if AIRLINE and AUTHORITY are diligently pursuing the renewal or extension to this Agreement or are actively negotiating a new agreement, this Agreement shall continue on a month-to-month basis under the same terms and conditions as this Agreement until said extension or renewal or new agreement is effective.

Section 3.03 Notice to Vacate:

In the event of expiration of this Agreement, or earlier termination pursuant to the terms of this Agreement for other than an event of default, the AUTHORITY agrees to provide AIRLINE written notice to vacate and surrender its lease, use, and occupancy of the Terminal or of the Airport and its facilities on the date specified in such notice, which shall be no sooner than thirty (30) days following service of such notice.

AIRLINE agrees to yield and peaceably deliver to the AUTHORITY possession of any premises it leases, uses or occupies pursuant to this Agreement, as of the termination date specified in such notice, and leave such premises in as good condition as of the effective date of this Agreement excepting ordinary wear and tear or loss by fire or other casualty to the extent not required to be insured by AIRLINE, and exempting pre-existing conditions or obligations of AUTHORITY as set forth herein.

ARTICLE IV USE OF THE TERMINAL; PREMISES

Section 4.01 Exclusive Use Premises:

The AUTHORITY hereby leases to AIRLINE, and AIRLINE hereby leases from AUTHORITY, on an exclusive basis, the Exclusive Use Premises that are more particularly described on Exhibit A, attached hereto and incorporated herein, subject to the provisions of § 2.01.

Section 4.02 Preferential Use Premises:

- A. The AUTHORITY hereby leases to AIRLINE, and AIRLINE hereby leases on a non-exclusive basis, from the AUTHORITY, the Preferential Use Premises that are shown more particularly on Exhibit A, subject to Subsection B and the provisions of § 2.01.
- B. Preferential Use Premises shall be assigned to AIRLINE by the Airport Director, after consultation with AIRLINE, on a preferential, nonexclusive use basis. AIRLINE shall have first priority in using Preferential Use Premises assigned to it to accommodate its (and its Affiliate Airlines') flights. However, the Airport Director may authorize other Air Transportation Companies ("Requesting Airline") to use AIRLINE's Preferential Use Premises in a period when not in use by AIRLINE or its Affiliate Airline, so long as unassigned position(s) are not available and AIRLINE's Preferential Use Premises are vacated by the Requesting Airline at least forty-five (45) minutes prior to the next scheduled arrival at such gate of a flight of AIRLINE.
- C. If AIRLINE uses the Preferential Use Premises assigned to a different Air Transportation Company, the indemnification provisions of this Agreement shall apply to AIRLINE's use of such premises and such requesting AIRLINE, during such use, shall indemnify the AIRLINE to the same extent AIRLINE indemnifies AUTHORITY under this Agreement. In

no case shall AIRLINE be responsible for such Requesting Airline's acts or omission nor use of the AIRLINE's Preferential Use Premises.

Section 4.03 Joint Use Premises:

The AUTHORITY hereby authorizes AIRLINE's use of the Joint Use Premises to be used and occupied jointly with other Air Transportation Companies whether Signatory Airlines, Non-Signatory Airlines, Affiliate Airlines or Ground Handling Companies, subject to the provisions of § 2.01. Joint Use Premises are shown more particularly on Exhibit A.

All Joint Use Premises shall be non-exclusive and under the control of the AUTHORITY and subject to reasonable Rules and Regulations as adopted pursuant to § 12.05.

Section 4.04 Use of Terminal Aircraft Parking Position:

The AUTHORITY hereby grants to AIRLINE use of the Terminal Aircraft Parking Position(s) as shown on the attached Exhibit C. AUTHORITY further agrees that AIRLINE shall have Preferential Use of such Terminal Aircraft Parking Position at such times as AIRLINE (or its Affiliate Airlines) requires such Aircraft Parking Position for the loading and unloading or overnighting of its aircraft employed in Scheduled Air Transportation. While its aircraft are parked at Terminal Aircraft Parking Positions, AIRLINE (or its Affiliate Airlines) may perform, or cause to be performed, customary and routine: fueling, servicing, and maintenance of such aircraft. Heavy or unusual: maintenance, deicing, and servicing, of such aircraft, shall not be performed at Terminal Aircraft Parking Positions.

Section 4.05 Use of Other Aircraft Parking Positions:

From time to time, AIRLINE may request permission to park its (or its Affiliate Airlines') aircraft at an Aircraft Parking Position other than that assigned to them for the purpose of overnighting such aircraft, or for some other purpose reasonably related to AIRLINE'S (or its Affiliate Airlines') conduct of Scheduled Air Transportation. In such circumstances, the AUTHORITY may grant AIRLINE (or its Affiliate Airline(s)) temporary use of an Aircraft Parking Position designated by the AUTHORITY for that purpose. The AUTHORITY may, at its discretion, impose other reasonable and non-discriminatory fees as well as reasonable time or other restrictions on such use.

Section 4.06 Time Limits on Use of Aircraft Parking Positions:

- A. AIRLINE agrees to remove its aircraft immediately from a Terminal Aircraft Parking Position when instructed by the Airport Director of an emergency requiring such removal. In this circumstance, AIRLINE may move its aircraft to an unoccupied parking position designated by the Airport Director at no additional cost to the AIRLINE.
- B. Should AIRLINE occupy a Terminal Aircraft Parking Position longer than is

customarily required for its scheduled operation and the occupancy of said Terminal Aircraft Parking Position interferes with another Air Transportation Company's Scheduled Air Transportation, AUTHORITY may request AIRLINE to remove such aircraft. AIRLINE agrees to relocate said aircraft expeditiously and make every reasonable attempt to relocate said aircraft within four hours of AUTHORITY'S request.

- C. Should AIRLINE terminate Scheduled Air Transportation into or out of Airport, AUTHORITY may request the removal of AIRLINE'S aircraft from any and all Aircraft Parking Positions. AIRLINE agrees to make every reasonable attempt to remove such aircraft within 4 hours of AUTHORITY'S request.
- D. AIRLINE recognizes that AUTHORITY, from time to time, will require the relocation of aircraft from Terminal Parking Positions to accommodate maintenance and construction activities. AUTHORITY agrees (i) to notify AIRLINE at least 24 hours in advance of such disruptions; and (ii) to use commercially reasonable efforts to provide AIRLINE with alternate Parking Positions during such maintenance and/or construction activities.

Section 4.07 Removal of Disabled Aircraft:

As soon as permitted by appropriate authorities, AIRLINE shall remove any of its disabled aircraft from the Airfield or from a Terminal Aircraft Parking Position and shall place such disabled aircraft at a location designated by the Airport Director, at the leased premises of a fixed base operator, or at an off-Airport location. For the purposes of this AGREEMENT, a disabled aircraft is one which is unable to move under its own power. AIRLINE will make every reasonable attempt to remove its disabled aircraft as expeditiously as possible.

Section 4.08 Use of Other Airport Facilities and Equipment:

The AUTHORITY hereby provides AIRLINE additional Airport Facilities and Airport Equipment described more particularly in Exhibit B at the rates set forth therein, attached and made a part hereof.

Section 4.09 AIRLINE Alterations and Improvements; Signage:

- A. Furniture and Equipment Installation. AIRLINE shall provide at its sole cost and expense the materials, equipment, supplies, together with any other leasehold improvements, furniture, fixtures, equipment and material necessary to operate its business in the Exclusive Use Premises. AIRLINE shall obtain Authority's written approval in advance for any equipment, furnishings and decorating plans, including floor coverings.
- B. Title to Improvements. Title to all improvements constructed, installed on or attached to the Exclusive Use Premises and Preferential Use Premises shall pass to the

Authority at the time of installation or construction whether or not the improvements are at the expense of the AIRLINE or the AUTHORITY. Title to all AIRLINE's personal property, trade fixtures, and equipment and all expendable equipment provided at the expense of the AIRLINE shall at all times during the term of this Agreement remain in AIRLINE's name.

- C. Signage. Prior to the installation of any signage, AIRLINE shall obtain the written approval of the Airport Director as to compliance, content, and location of such signage.

Section 4.10 Maintenance of Exclusive Use Premises and Preferential Use Premises:

- A. Except as specifically provided elsewhere in this Agreement (including Section 12.02), AIRLINE is obligated, without cost to AUTHORITY, to maintain its Exclusive and Preferential Use Premises in good order and safe operating condition. AIRLINE shall perform at its sole expense, ordinary upkeep on its Exclusive Use Premises and Preferential Use Premises. All such maintenance, repairs and replacements shall be of a quality of material and workmanship equal to the original.
- B. AIRLINE agrees to keep the Exclusive Use Premises and Preferential Use Premises 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 AUTHORITY's prior written approval.
- C. AUTHORITY, or its authorized agents, may, at all reasonable times with notice and accompanied by an AIRLINE representative (except in the case of emergency) and with as little interruption of AIRLINE'S operations as is reasonably practicable, enter upon the Exclusive and Preferential Use Premises to determine if ordinary repair, maintenance, and/or cleaning satisfactory to the AUTHORITY is being performed. Should the repair, maintenance, and/or cleaning not meet the reasonable standards of the AUTHORITY, the AUTHORITY will notify AIRLINE in writing. If correction of the deficiency is not commenced by AIRLINE within thirty (30) days after receipt of written notice from the AUTHORITY, the AUTHORITY or its agents shall have the right to enter upon the Exclusive Use Premises and Preferential Use Premises, as applicable, and perform the necessary work. AUTHORITY may charge the reasonable and actual cost of any such work to the AIRLINE. 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, and, in turn, AUTHORITY agrees to work immediately with AIRLINE to the extent addressing such safety related deficiencies which requires engagement or approval by AUTHORITY. For non-safety related items, a reasonable time means correction of the deficiency within thirty (30) days after the date of the written notice from the AUTHORITY. If the nature of the deficiency is such that it cannot be completed with thirty (30) days, then

AIRLINE must commence the corrective work within the thirty (30) days and diligently pursue the work to completion.

- D. In addition to the rights of inspection set forth elsewhere in this Agreement, the AUTHORITY's representative shall have the right, after written notice and in the presence of an AIRLINE representative, to inspect the Exclusive Use Premises to determine if AIRLINE is in compliance with the provisions of this Agreement and the Airport's Rules and Regulations. AIRLINE's representative may accompany the AUTHORITY's representative on all inspections.

Section 4.11 Liens and Encumbrances:

AIRLINE agrees to keep the Exclusive Use Premises and Preferential Use Premises free of construction liens or other similar liens and encumbrances arising by, through or under AIRLINE. AIRLINE agrees to indemnify and hold the AUTHORITY 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 by, through or under AIRLINE, including reasonable attorney fees, expenses and costs by reason of any work or labor performed or materials furnished by, through or under AIRLINE. This paragraph does not prohibit AIRLINE from granting consensual mortgages and/or liens on its leasehold interest and any structures or building placed on the Exclusive Use Premises and Preferential Use Premises, provided AIRLINE obtains the AUTHORITY's prior written approval for such liens, provided that the AUTHORITY'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.

Section 4.12 Badging Requirement:

AIRLINE, Affiliate Airline or Ground Handling Company 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 AUTHORITY, Transportation Security Administration or other entity having security jurisdiction at the Airport. AIRLINE, Affiliate Airline or Ground Handling Company employees, and contractors will surrender security badges upon request by AUTHORITY. Physical security media (badges and keys) remain the property of AUTHORITY. AIRLINE, Affiliate Airline or Ground Handling Company, and their employees and contractors shall comply with all security related audits, inspections, and screenings. AIRLINE, Affiliate Airline or Ground Handling Company 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. AIRLINE, Affiliate Airline or Ground Handling Company shall be invoiced on a regular basis for badging fees as set forth in the AUTHORITY's Access Control Card Application. Fees shall be paid within 30 days of invoice.

Section 4.13 AUTHORITY's Right to Allocate Scarce Space

The AUTHORITY reserves the right to reassign, reallocate, or relocate AIRLINE's Exclusive Use Premises or Preferential Use space if determined necessary by AUTHORITY in order to comply with FAA or Transportation Security Administration (TSA) regulation or law, or any other applicable state or federal law, or to facilitate the entry of a new Signatory Airline.

The AUTHORITY will work with all parties to protect incumbent, Signatory Airlines from any relocation, alteration of space, or sublease of space, unless such allocation of scarce space cannot be achieved otherwise. If reassigned, AIRLINE will be provided a reasonably equivalent space and any space sharing or sublease arrangement would result in a lease payment offset to the incumbent AIRLINE. Costs of such a forced reallocation shall not be assessed to the incumbent AIRLINE.

ARTICLE V RENTALS AND USE FEES

Section 5.01 Calculation of Airline Terminal Building Rate:

The Terminal Building rental rate to be charged to Airline for its Exclusive Use Premises and Preferential Use Premises in the Terminal Building will be calculated annually by the following process:

- A. The 'Terminal Building Requirement' will be calculated by totaling the Airport's:
 1. Operation and Maintenance Expenses;
 2. Annual Terminal Capital Project requirements not funded by other sources, including but not limited to PFC's, AIP or discretionary funds;
 3. Annual Debt Service; and
 4. Any assessment, judgment or charge (net of insurance proceeds) to become payable by Authority relating directly to the Airport and allocated to the Terminal Cost Center, unless caused by AUTHORITY's intentional or negligent acts or omissions, AUTHORITY's default under this AGREEMENT or AUTHORITY's violation of any applicable federal, state or local law, rule or regulation.
- B. The total square footage of all Exclusive Use Premises and Preferential Use Premises leased to Signatory Airlines ("Signatory Terminal Space") will be divided by the total of all rentable square footage in the Terminal Building to determine the percentage of the Terminal Cost Center applicable to the Signatory Airlines.
- C. This percentage will be multiplied by the Terminal Building Requirement to calculate the Terminal Costs Applicable to Signatory Airlines.
- D. The full cost recovery Terminal Building rate will be calculated by dividing the Terminal Costs Applicable to Signatory Airlines by the Signatory Terminal Space ("Full Cost Recovery Rate").

- E. The Full Cost Recovery Rate may be reduced by a subsidy to be determined by the AUTHORITY Board of Commissioners annually (the Full Cost Recovery Rate as reduced by such subsidy or as not reduced, if determined by the AUTHORITY, is referred to herein as the "Subsidized Rate"). Both the Full Cost Recovery Rate and the Subsidized Rate will be presented in Schedule 1 of the AUTHORITY's annual budget for each Fiscal Year.
- F. The Subsidized Rate will not increase from one Fiscal Year to the next by more than five percent (5%).
- G. Non-Signatory AIRLINES will pay a premium of at least 30% on all terminal building rates and charges, as set forth in the annual Use Resolution.

Section 5.02 Rentals for Exclusive and Preferential Use Premises:

For the use and occupancy of Exclusive Use Premises and Preferential Use Premises, AIRLINE shall pay the AUTHORITY annual rentals based on the square footage of the Exclusive and Preferential Use Premises multiplied by the Subsidized Rate, as shown in the attached Schedule 1, made a part hereof.

Section 5.03 Rentals for Joint Use Premises:

For the use and occupancy of Joint Use Premises, the AIRLINE shall pay the AUTHORITY the fees as determined by a per Enplaned Passenger formula as shown in the attached Schedule 1, attached and made a part hereof.

AIRLINE shall submit a report to the AUTHORITY by the 10th of every month, showing the number of its Enplaned Passengers at the Airport during the immediately preceding month. AUTHORITY will then provide an invoice to AIRLINE for the total fees due as set forth in Schedule 1. Said fees shall be due and payable within thirty (30) days of invoice.

Section 5.04 Use Fees for Other Airport Facilities and Equipment:

For the use of other Airport Facilities and Equipment leased or licensed to AIRLINE pursuant to Section 4.08, AIRLINE shall pay the AUTHORITY use fees as set forth on Exhibit B.

Section 5.05 Calculation of Airline Landing Fees:

- A. On or before January 15th of each year AIRLINE agrees to submit a written estimate of Total Landed Weight for AIRLINE and its Affiliate Airlines for the succeeding Fiscal Year.

- B. The Airport Landing Fee Rate to be charged to the Signatory Airlines will be calculated annually by the following process:
1. Totaling the Fiscal Year estimate of Landed Weight for all Signatory Airlines, which may be adjusted by AUTHORITY based on the prior year's variation of estimate to actual total landing weights;
 2. Totaling the Fiscal Year estimate of Landed Weight for all Non-Signatory Airlines and adding to this Non-Signatory Airline Landed Weight total the Non-Signatory Airline premium of 30% for a grand total of 130% of the Non-Signatory Airline Fiscal Year estimated landed weight, which may be adjusted by AUTHORITY based on prior year's variation of estimate to actual total landing weights;
 3. Adding 1 & 2 above to produce Total Air Carrier Landed Weight.
 4. The "Total Airline Landing Fee Requirement" will be calculated by totaling the Operation and Maintenance Expenses, Capital Project requirements not funded by other sources, including but not limited to PFC's, AIP, private funds, and annual Debt Service included in the Airfield Cost Center.
 5. This total Airline Landing Fee Requirement will be reduced by non-Airline Airfield revenues to produce the "Net Airfield Requirement".
 6. The full cost recovery "Signatory Airline Landing Fee" will be calculated by dividing the Net Airfield Requirement by the Total Air Carrier Landed Weight.
 7. The Full Cost Recovery Signatory Airline Landing Fee may be reduced by a subsidy, as determined by the AUTHORITY Board of Commissioners annually (the Signatory Airline Fee as reduced by such subsidy is referred to herein as the "Subsidized Landing Fee Rate"). Both the Signatory Airline Landing Fee and the Subsidized Landing Fee Rate per 1,000 lbs of landed weight will be presented in Schedule 2 of the AUTHORITY's annual budget for each Fiscal Year.
 8. The Non-Signatory Landing Fee will be calculated by adding a 30% premium to the Signatory Landing Fee.

Section 5.06 AIRLINE's Monthly Landing Information and Passenger Counts:

AIRLINE shall submit a report to the AUTHORITY by the 10th of every month, on forms prescribed by the AUTHORITY and provided to AIRLINE, showing the number of its aircraft by type and Maximum Landing Weight for such aircraft and total landed weight of AIRLINE at the Airport during the immediately preceding month and passenger counts for the preceding month. AUTHORITY will then provide an invoice to AIRLINE for the total landing fees due by multiplying total landed weight reported by the current Landing Fee Rate for the

period, set forth in Schedule 2. Said fees shall be due and payable within thirty (30) days of invoice.

Section 5.07 Other Fees:

- A. AUTHORITY may pass through a proportionate share of the reasonable and lawful fees, charges, tolls, and/or assessments relative to the operation of the Airport which it is lawfully obligated to pay and which may be imposed upon it, or over which it has no power of control, provided however, that the AUTHORITY (i) may pass through only a proportionate share of the actual costs of those fees, charges, or assessments; and (ii) may only pass on a proportionate share of those costs, fees, charges and assessments that are charged to all similarly situated Airport tenants. Increases in existing fees are not bound by this section.
- B. AUTHORITY may assess and collect reasonable and non-discriminatory fees and charges for services or facilities not enumerated in this Agreement but provided by AUTHORITY and accepted by AIRLINE.

Section 5.08 Payments:

- A. All payments due and payable hereunder shall be paid in lawful money of the United States of America, without setoff (except as permitted by this Agreement or by law or in equity), by wire transfer, ACH or check made payable to Missoula County Airport Authority and delivered to: 5225 Hwy 10 West Missoula, MT 59808.
- B. All fees due hereunder are payable in equal monthly installments in advance, without demand or invoice unless otherwise set forth herein or otherwise requested by AIRLINE, on the first business day of each calendar month of the term hereof. Fees not based on actual use (e.g., fees for Exclusive Use Premises and Preferential Use Premises) shall be deemed delinquent if payment is not received by the fifteenth (15th) calendar day of the month. If the fee is based on actual use during a given month (e.g., fees for Joint Use Premises and Landing Fees), then the charge will be invoiced and payable within thirty (30) days following receipt of the AUTHORITY invoice.

Section 5.09 Interest:

AIRLINE shall pay the AUTHORITY interest on any payment not received within thirty days after it is due at the rate of ten percent (10%) per year from the due date until paid in full. The AUTHORITY may invoice AIRLINE for such interest, and the interest will be payable with the next rent payment.

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Section 5.10 Contract Security:

- A. Upon the occurrence of any AIRLINE act or omission that is an event of default, or upon AIRLINE'S election to assume this AGREEMENT under the Federal Bankruptcy Code, or any successor statute, as such may be amended, supplemented, or replaced, the AUTHORITY may give AIRLINE ninety (90) days written notice requiring that AIRLINE provide AUTHORITY with a contract bond, irrevocable letter of credit, or other similar security reasonably acceptable to AUTHORITY ("Contract Security") in an amount equal to the estimate of three (3) months of all rentals, fees, and charges due hereunder by AIRLINE to guarantee the faithful performance by AIRLINE of its obligations under this Agreement and the payment of all rentals, fees, and charges due hereunder. Contract Security shall be in a form and with a company reasonably acceptable to AUTHORITY and licensed to do business in the State of Montana and shall expressly provide that it is not to be terminated without 60 days prior written notice to the AUTHORITY.
- B. AIRLINE shall provide AUTHORITY with the Contract Security within twenty (20) days from its receipt of the written notice. AIRLINE shall be obligated to maintain the Contract Security until it has performed all its duties under this Agreement without any default for a period of eighteen (18) consecutive months, whereupon AUTHORITY shall promptly return such Contract Security to AIRLINE.
- C. If AIRLINE fails to obtain and/or keep in force the required Contract Security, such failure shall be grounds for immediate cancellation of this Agreement pursuant to Article IX. AUTHORITY's rights under this Section shall be in addition to all other rights and remedies provided to AUTHORITY under this Agreement.
- D. AUTHORITY shall promptly return the Contract Security to AIRLINE after the termination of this Agreement.

ARTICLE VI

ADJUSTMENTS IN RATES FOR RENTALS, FEES, AND CHARGES

Section 6.01 Annual Rate Adjustments:

- A. AUTHORITY shall provide Signatory Airlines with a draft annual budget on or before May 1st each year to review and comment upon the AUTHORITY's proposed operating budget, Capital Projects, and schedule of rates for rentals, fees, and charges. The AUTHORITY agrees at the request of the AAAC to discuss the proposed operating budget, Capital Projects, and schedule of rates for rentals, fees, and charges. Such discussion shall be held no later than thirty (30) days after the AUTHORITY has forwarded the draft budget to the Signatory Airlines. AUTHORITY agrees to fully consider the comments of the Signatory Airlines prior to finalizing its

calculation of rates for rentals, fees and charges for the ensuing Fiscal Year.

- B. On or before June 1st of each year, the AUTHORITY shall submit to the AIRLINE its Calculation of Rates and Charges for the succeeding Fiscal Year, including Schedule 1, Terminal Rent, Schedule 2, Landing Fees, and Exhibit B Other Facilities and Equipment Fees.

Section 6.02 Other Rate Adjustments:

In addition to the annual adjustments as set forth in Section 6.01, the AUTHORITY may adjust the rates and charges due under this Agreement in the following circumstances:

- A. If the unaudited monthly Airport financial data indicate that total rentals, fees, and charges payable pursuant to the then current rate schedules are estimated to vary by more than fifteen percent (15%) from the total rentals, fees, and charges that would be payable based upon the use of the monthly financial data then available for the current Fiscal Year; or
- B. When required by the terms and provisions of the Bond Ordinance.

Section 6.03 Incorporation of Schedules 1 and 2 and Exhibit B:

Adjustments to rates for rentals, fees, and charges shall apply without the necessity of formal amendment of this Agreement. Revised Schedules 1 and 2 and Exhibit B shall be issued to AIRLINE each Fiscal Year or for any adjustment period without the necessity of formal amendment of this Agreement.

ARTICLE VII DAMAGE OR DESTRUCTION

Section 7.01 Destruction of Premises.

If the Premises or any part thereof is damaged or destroyed by reason of any cause other than AIRLINE's negligence, the AUTHORITY agrees to commence and diligently pursue to completion the repair or reconstruction of the Premises. Any lease payments allocable to the premises rendered untenable shall be abated for the period beginning on the date of the occurrence which renders any portion of the demised premises untenable and ending on the date that such portion of the premises is tenantable. At AIRLINE's option, AIRLINE may terminate this Agreement upon written notice to AUTHORITY within thirty (30) days after the damage or destruction of the Premises.

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ARTICLE VIII INSURANCE; INDEMNITY

Section 8.01 AIRLINE Insurance:

- A. AIRLINE shall purchase and maintain during the term hereof commercial Aviation Liability and auto liability insurance for claims for property damage, bodily injury, or death resulting from AIRLINE's activities at the Airport in amounts not less than those specified herein. Each such policy shall be provided by financially sound insurance companies of recognized responsibility and shall be evidenced by a certificate of coverage kept current and on file with the AUTHORITY. Each such policy shall name the AUTHORITY as an additional insured and provide that it may not be adversely or materially changed, altered, or canceled by the insured or the insurer during its term without first giving the AUTHORITY thirty (30) days written notice in advance.
- B. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon AIRLINE's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of AIRLINE's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, AIRLINE's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of AIRLINE, its officers, agents or employees in its operations at the Airport.
- C. Insurance for aviation liability in an amount not less than one hundred million dollars (\$100,000,000) per occurrence, combined single limit and passenger personal injury not less than twenty-five million dollars (\$25,000,000) per occurrence and in the annual aggregate with respect to non-passenger personal injury.
- D. Insurance limits for auto liability insurance covering owned, hired and non-owned vehicles used and operated by AIRLINE shall be subject to a limit of liability of not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate.
- E. AIRLINE shall purchase and maintain during the term Workman's compensation insurance as required by Montana law.
- F. AIRLINE shall purchase such other insurance as is required by Montana State law for Air Transportation Companies operating in the State of Montana.

Section 8.02 Indemnity:

AIRLINE shall indemnify and hold harmless the AUTHORITY, its members, officers, agents, employees, successors, and assigns, from and against any and all claims, actions, damages, loss, injury, and liability, together with the reasonable cost and expense incidental to the investigation and defense thereof (including, but not limited to reasonable attorney's fees, court costs, and expert's fees) of any nature whatsoever, arising out of or incident to AIRLINE's use of

the Airport or the willful or negligent acts or omissions of AIRLINES' officers, agents, employees, Affiliate Airlines, Ground Handling Companies, or contractors acting on AIRLINE's behalf, in connection with AIRLINE's use of Airport, including, but not limited to, any fines in any way arising from or based upon the violation of any federal, state or municipal laws, statutes, resolution, or regulations, including rules or regulations of the AUTHORITY, by AIRLINE, its agents, employees, or successors and assigns. The AUTHORITY will give AIRLINE prompt notice of any such claims or actions and AIRLINE shall have the right to investigate and compromise such claims or actions. The provisions of this Section shall have no application to claims, actions, damages, loss, or liability to the extent caused by the negligence or willful acts or omissions of the AUTHORITY, its members, officers, agents, employees, or contractors (including caused by a breach by the AUTHORITY of its obligations under this Agreement).

This clause shall survive the termination of this Agreement with respect to occurrences during the term of this Agreement.

ARTICLE IX EVENTS OF DEFAULT

Section 9.01 AIRLINE Events of Default:

Each of the following occurrences or failures to perform shall constitute an event of default by AIRLINE:

- A. Failure by AIRLINE to pay landing fees, rentals, use fees, or other charges in the amounts due and at the times specified herein and/or failure by the AIRLINE to maintain insurance or Contract Security, as required herein.
- B. Failure by AIRLINE to keep, perform, and observe any covenant, term, or condition of this AGREEMENT, or of the AUTHORITY's Rules and Regulations.
- C. The voluntary abandonment by AIRLINE of its air transportation operations at the Airport. AIRLINE shall be deemed to have abandoned its air transportation operations at the Airport if it does not provide air transportation services at the Airport for a period of ninety (90) days, unless such failure to provide air transportation operations results from force majeure as set forth in this Agreement.
- D. The dissolution or liquidation of AIRLINE other than that which results from AIRLINE's merger or consolidation into or with another corporation engaged in air transportation and the surviving Air Transportation Company assumes the rights and obligations of this AGREEMENT.

Section 9.02 AUTHORITY Events of Default:

Each of the following occurrences or failures to perform shall constitute an event of default

by the AUTHORITY:

- A. The AUTHORITY fails to keep, perform, or observe any covenant, term, or condition herein contained to be kept, performed, or observed by the AUTHORITY.
- B. The AUTHORITY closes the Airport to the flights of AIRLINE for reasons other than authorized under this Agreement.
- C. The Airport is closed or unusable by AIRLINE, or AIRLINE's operation at the Airport is substantially restricted, for a period of at least ninety (90) days by the act of any federal, state, or local government agency having competent jurisdiction (including a court).
- D. The AUTHORITY does not provide operating conditions for AIRLINE to conduct its business, rendering AIRLINE inoperable for a period of seven (7) days or more.

ARTICLE X REMEDIES ON DEFAULT

Section 10.01 Notice and Time to Cure; Termination; Re-entry:

- A. In the event of a default by AIRLINE in the performance of any covenant, term, condition, or obligation or violation of any term of this AGREEMENT, the AUTHORITY shall give AIRLINE written notice citing the default and demanding that the default be cured within thirty (30) days ("Notice Period").
- B. If AIRLINE fails to cure the applicable default by the expiration of the Notice Period, the AUTHORITY may take any one or more of the following remedial actions:
 - 1. Terminate this Agreement, without discharging any of AIRLINE's obligations hereunder, by providing AIRLINE with written notice of termination to be effective on the date specified in said notice, which shall not be earlier than ten (10) days following the giving of such notice. Upon the effective date of termination, the AUTHORITY may, at its option, exclude AIRLINE from its premises and facilities in the Terminal and on the Airfield.
 - 2. Exclude AIRLINE from its premises in the Terminal and on the Airfield and use its best efforts to lease or license such premises and facilities to another Air Transportation Company for the account of AIRLINE, holding AIRLINE liable for the payment of all landing fees, rentals, use fees, and other charges due hereunder up to the date of such leasing or licensing and for the excess of the rentals, fees, and charges payable by AIRLINE under the terms of this Agreement for the remainder of the term hereof over the rentals, fees, and charges which are paid by such other Air Transportation Company under such leasing or licensing.

3. Take, from time to time, whatever action at law or in equity (excluding actions affecting aircraft) appears necessary or desirable to collect landing fees, rentals, use fees, and other charges or any other amount, including attorneys' fees, payable by AIRLINE hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement, or covenant, of AIRLINE under this Agreement.

Section 10.02 No Remedy Exclusive; Non-Waiver:

No remedy available to the AUTHORITY in this Agreement shall be exclusive of any other available remedy and each shall be in addition to all other remedies which are or may be available to the AUTHORITY at law or in equity. No termination of this Agreement or the taking or recovering of the premises and facilities shall deprive the AUTHORITY of any remedies against AIRLINE for landing fees, rentals, use fees, and other charges due and owing, or for damages for the breach of this Agreement. No delay or failure on the part of the AUTHORITY promptly to exercise any right or option under this Agreement shall impair any such right or option or be deemed to constitute a waiver thereof, but any such right or option may be exercised by the AUTHORITY from time to time and as often as may be necessary.

Section 10.03 AIRLINE Right to Terminate:

When an event of default by the AUTHORITY has occurred and is continuing, the AIRLINE shall provide written notice to AUTHORITY citing the default and demanding that the default be cured, and, if AUTHORITY fails to remedy such default within thirty (30) days following the giving of such notice ("Notice Period"), AIRLINE shall be permitted to terminate this AGREEMENT.

Section 10.04 No Remedy Exclusive to AIRLINE:

No remedy available to AIRLINE in this Agreement shall be exclusive of any other available remedy and each shall be in addition to all other remedies which are or may be available to AIRLINE at law or in equity. No delay or failure on the part of AIRLINE promptly to exercise any right or option under this Agreement shall impair any such right or option or be deemed to constitute a waiver thereof, but any such right or option may be exercised by AIRLINE from time to time and as often as may be necessary.

Section 10.05 Continuing Nature of Cure; Surrender of Possession:

- A. No termination under this section shall be effective, and no other remedy shall be sought, if the event of default which authorized the termination has been cured during the Notice Period. If the default is not capable of being corrected within the Notice Period (excluding defaults in the payment of monies owed, in the provision of Contract Security and Insurance), then the defaulting party must commence corrective action within the Notice Period and diligently pursue it to completion.

- B. In the event this Agreement is terminated pursuant to the provisions of this Article X, AIRLINE agrees to yield and peaceably deliver to the AUTHORITY possession of any premises it leases, uses, or occupies in the Terminal or on the Airport pursuant to this Agreement, as of the termination date specified in the notice of termination, and to so yield and peaceably deliver possession of said premises promptly and in as good condition as of the effective date of this Agreement or, if improved, in as good condition as of the completion date of the last improvement, excepting in each case ordinary wear and tear and loss by fire or other casualty to the extent not required to be insured by AIRLINE, and exempting pre-existing conditions or obligations of AUTHORITY as set forth herein.

ARTICLE XI AIRLINE COVENANTS

Section 11.01 AIRLINE Record Keeping Requirements:

- A. AIRLINE shall at all times maintain and keep books, ledgers, accounts, or other records, wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to this Agreement. Such records shall be retained by AIRLINE for a retention period as set forth in Federal Aviation Regulation 14 CFR Part 249. AIRLINE shall make such records available to the AUTHORITY upon reasonable request. AIRLINE shall produce such books and records at the offices of the AIRLINE within thirty (30) calendar days of AUTHORITY'S notice to do so.
- B. AUTHORITY may audit by a certified public accountant the records of AIRLINE each year during the term of this Agreement, subject to limitations for proprietary or confidential information. In the event the records as reported in such audit are greater than those reported by AIRLINE to AUTHORITY for the same period, AIRLINE agrees to pay to AUTHORITY immediately any deficiency owed to AUTHORITY, together with interest at the rate of fifteen percent (15%) per annum thereon from the date the deficiency was due until paid in full. In the event the records of activity as reported by such audit are less than those reported by AIRLINE to AUTHORITY for the same period, AUTHORITY agrees to issue a credit to AIRLINE in an amount equal to any overpayment made by AIRLINE, which credit shall offset any fees and charges payable by AIRLINE hereunder; provided, however, if the term of this AGREEMENT has expired, in lieu of a credit, AUTHORITY shall issue a check to AIRLINE for such overpayment.
- C. The AUTHORITY shall pay the cost of audit, including the transportation, food, and lodging necessary for an auditor selected by AUTHORITY; except that the total cost of said audit shall be borne by AIRLINE if AIRLINE has failed to maintain true and complete books, records, accounts, and supportive source documents in accordance with this Agreement or if the audit finds a deficiency greater than five percent (5%) in

amount owed to AUTHORITY, AIRLINE shall pay the fees and costs of the audit.

Section 11.02 Compliance with Statutes and Rules:

- A. AIRLINE shall comply with all applicable federal, state, or local statutes, rules, and regulations, including the Rules and Regulations of the AUTHORITY, while operating or occupying space at the Airport and shall require their officers, agents, employees, and contractors to so comply.
- B. In connection with its use of the Airport, AIRLINE shall not do, or permit its officers, agents, employees, and contractors to do anything that will endanger the life, health, or well-being of any person, damage or threaten to cause damage to any real or personal property, including property of the AUTHORITY, or fail to take any action required of it by the terms of this Agreement.
- C. AIRLINE shall not use or permit the use by parties authorized by AIRLINE of the space or facilities of the Airport's Terminal, the Aircraft Parking Positions, or the Airfield for any purpose or use other than those authorized herein and shall not do or permit to be done anything that would affect the tax-exempt status of Airport Revenue Bonds.

Section 11.03 Non-Discrimination:

- A. AIRLINE agrees that in its operations at the Airport, it shall not discriminate against any person by reason of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the use of any of the facilities provided for the public at the Airport.
- B. AIRLINE agrees that, in its conduct of air transportation at the Airport, it shall furnish services to the public on a reasonable and not unjustly discriminatory basis to all users thereof, and shall charge reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that AIRLINE shall have the right to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- C. AIRLINE, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this AGREEMENT for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefit, AIRLINE shall maintain and operate such facilities and services in compliance with all other applicable requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

- D. AIRLINE, for itself, its successors in interest and assigns, as a part of the consideration hereof, does covenant and agree, that (1) no person on the grounds of race, color, religion, creed, sex, age, marital status, physical or mental disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, creed, sex, age, political ideas, marital status, physical or mental disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that AIRLINE (whether a grantee, licensee, AIRLINE, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- E. AIRLINE assures the AUTHORITY that it shall undertake an affirmative action program if required by the applicable provisions of Title 14, Code of Federal Regulations, Part 152, Subpart E, to ensure that no person shall, on the grounds of race, color, religion, creed, sex, age, marital status, physical or mental disability, national origin or political beliefs, be excluded from participating in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Subpart E. AIRLINE assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by said Subpart E. AIRLINE assures that it will require that its covered sub-organizations provide assurances to AIRLINE that they similarly shall undertake an affirmative action program and that they shall require assurances from their sub-organizations, if and as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect. AIRLINE assures that it shall furnish to the United States Government or the AUTHORITY, if and as required by law, any and all documents, reports, and records, including, but not limited to, an affirmative action plan, Form EEO-1, the submission of which are required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

Section 11.04 Assignment and Subleasing:

AIRLINE shall not, at any time, assign this Agreement or any part thereof, nor sublet all or any portion of the premises assigned to it to any third party, nor enter into any agreement to provide ground-handling services at the Airport to any third party (other than its Affiliate Airline), without the written approval of the AUTHORITY and any attempted such assignment, sublease, or ground-handling agreement, in the absence of such approval, shall be void and of no effect. Notwithstanding the foregoing, AIRLINE may assign this AGREEMENT (without the need for such approval) to any corporation with which AIRLINE may merge or consolidate, or to which AIRLINE may sell or assign all or substantially all of its corporate

assets, or to a wholly owned subsidiary or Affiliate Airline.

Section 11.05 Resolution of Disputes:

AIRLINE agrees that, in the event it shall have any disagreement regarding the Airport or its operation, or the application of any Rules and Regulation issued by the AUTHORITY, the dispute shall first be presented to the Airport Director, and if it is not resolved within thirty (30) days after presentation to the Airport Director, to the AUTHORITY Board of Commissioners for resolution within thirty (30) days thereafter. If the dispute is not resolved through this process, AIRLINE shall be entitled to pursue resolution of any such dispute in the appropriate legal forum.

Section 11.06 Bankruptcy:

Notwithstanding Section 11.04, in the event that a petition for relief under Title 11 of the United States Code or under any similar or successor federal, state or local statute is filed by or against the AIRLINE (a "Filing"):

- A. The AIRLINE shall give the AUTHORITY written notice of the Filing within ten business days;
- B. The AIRLINE will promptly confirm the outstanding amount of any obligations hereunder due the AUTHORITY as of the date of Filing;
- C. The AIRLINE will fully and timely perform all obligations arising hereunder commencing as of the date of the Filing and thereafter for the purposes of this provision and of Section 365(d)(3) of Title 11 of the United States Code, the parties agree that, in the event that the AIRLINE shall be the subject of a Filing commenced on a day (the "Filing Date") when the rent due for the then-current month is outstanding and unpaid, the obligation for rent during that month in which the Filing shall have occurred shall be considered to accrue and be due pro rata on a daily basis during that month and the AIRLINE will pay the AUTHORITY the pro rata rent for the period from the Filing Date through the end of that month within thirty (30) days of written demand therefore by the AUTHORITY.

ARTICLE XII COVENANTS OF THE AUTHORITY

Section 12.01 Prudent Operation:

The AUTHORITY covenants to operate and maintain the Airport in a prudent, reasonably efficient, and economical manner and shall use its best efforts to keep the Airport in good condition and repair.

Section 12.02 Obligation to Maintain Airport:

The AUTHORITY shall make every reasonable attempt to repair and/or replace those parts of the Airport that are not subject to exclusive lease requirements as stated in section 4.10. In addition, the AUTHORITY shall be responsible for all roof and structural maintenance associated with the Terminal, and for the maintenance of the heating, ventilation and air conditioning system, and the electrical and the plumbing systems of the Terminal.

Section 12.03 Snow Removal:

The AUTHORITY shall be responsible for the prompt removal of snow and ice from the Airfield and from the Terminal Aircraft Parking Positions prior to the first flight but shall have complete discretion to determine the scheduling of such removal operations in light of labor and equipment availability and weather conditions. Such snow removal shall at all times comply with FAA standards. AIRLINE's snow removal activities shall be in compliance with AUTHORITY Rules and Regulations adopted pursuant to § 12.05.

Section 12.04 Utilities:

The AUTHORITY will furnish or cause to be furnished to the public areas of the Terminal, as well as to Terminal areas assigned to AIRLINE, natural gas, electricity, air conditioning, heat, sewerage, and water. The AUTHORITY reserves the right to conduct an energy audit and request AIRLINE to institute energy conservation procedures.

Section 12.05 Rules and Regulations:

- A. The AUTHORITY will promulgate and, from time to time revise or supplement Rules and Regulations for governing the operation of the Airport and the conduct of its employees, tenants (including AIRLINE), licensees, and invitees while on the Airport. Such Rules and Regulations will be:
 - (i) adopted in accordance with Montana Open Meetings and public record laws, including providing an opportunity for AIRLINE to provide comments prior to final promulgation;
 - (ii) will not be inconsistent with the statutes, rules, or regulations of the FAA or any other federal or state agency having jurisdiction with respect to the Airport or to AIRLINE;
 - (iii) will not be inconsistent with the provisions of this AGREEMENT or increase AIRLINES obligations; and
 - (iv) will be reasonable, uniform, and non-discriminatory.
- B. A complete set of the AUTHORITY's Rules and Regulations will be kept at all times in the Authority Administration office.

Section 12.06 Employee Parking:

The AUTHORITY will designate one or more areas at the Airport as being available to AIRLINE, in common with other tenants of the Airport, as parking facilities for its employees. The AUTHORITY shall charge fees as listed in the parking lot access application for AIRLINE's non-Missoula based flight crews' use of the employee parking facilities. The AUTHORITY reserves the right to institute reasonable fees for the general use of employee parking facilities.

Section 12.07 Federal Laws and Revenue Diversion:

- A. AUTHORITY agrees to comply with all applicable federal and state laws, rules, and regulations.
- B. AUTHORITY agrees that all Revenues, including those received or receivable from Air Transportation Companies, concessions, parking, rentals, grants, and PFC's, including existing and future revenue sources, shall be used for lawful Airport purposes in accordance with FAA rules and regulations.

ARTICLE XIII ENVIRONMENTAL, HEALTH, AND SAFETY COMPLIANCE

Section 13.01 Environmental, Health, and Safety Compliance:

- A. AIRLINE and the AUTHORITY shall cooperate to ensure that all operations, facilities, and equipment at the Airport are constructed, maintained, and operated in accordance with all applicable federal, state, and local environmental, health, and safety laws and regulations (collectively referred to herein as "environmental" regulations or requirements). AUTHORITY shall have primary responsibility for environmental compliance matters at the Airport.

AIRLINE shall ensure that its operations, equipment, and premises at the Airport shall comply with all such environmental laws, regulations, and requirements in applicable permits. AIRLINE agrees that it shall comply with all applicable conditions and requirements in environmental permits, licenses, orders, or agreements whether held by it or by the AUTHORITY.

- B. All environmental permits and licenses issued by federal, state, and local regulatory agencies shall be obtained and held by AUTHORITY in its name, unless AIRLINE requests and is granted in writing by AUTHORITY permission to obtain a separate permit for AIRLINE'S Exclusive Use Facilities, equipment, or operations. AIRLINE shall not (i) conduct any activity, (ii) construct any structure or facility, or (iii) install any equipment, requiring an environmental permit or license without the necessary permit having been obtained by the AUTHORITY, or by the AIRLINE in accordance with this

Section.

If any environmental permit or license is required due to the separate activities, operations or requirements of AIRLINE not shared generally by other airlines at the Airport, AIRLINE agrees to reimburse the AUTHORITY for the reasonable actual costs of application for and maintaining the permit. If AIRLINE requests and receives permission for AUTHORITY to obtain a permit in AIRLINE'S name, the AIRLINE shall bear all costs for obtaining and maintaining this permit.

- C. AIRLINE shall conduct its operations at the Airport in compliance with all requirements of Federal or State environmental laws, regulations, permits, or licenses. AIRLINE agrees to make such accommodation or changes in its operations and procedures as are necessary to comply with such requirements, or with requirements established by the AUTHORITY under its Rules and Regulations to ensure environmental compliance by all tenants at the Airport.
- D. AIRLINE shall consult with AUTHORITY with regard to its intent to construct facilities or acquire or install equipment that requires an environmental permit or license for construction or operation. AIRLINE shall be responsible for ensuring sufficient advance notice to enable AUTHORITY to obtain required permits in accordance with the applicable law or regulations.
- E. AIRLINE acknowledges that federal, state, and local environmental regulatory agencies have authority to conduct inspection of Airport, and agree to cooperate with AUTHORITY and such agencies to facilitate inspections, and to make non-confidential records available to such agencies as required by law.

AIRLINE further agrees to allow inspections and audits to be conducted by AUTHORITY, its contractors, or consultants, for the purpose of determining whether AIRLINE'S and Airport's operations and facilities are in compliance with applicable environmental laws and regulations. AIRLINE agrees to make available to AUTHORITY, its contractors or consultants, non- confidential records that may be reasonably required to assist in such inspections and audits. AIRPORT agrees to provide reasonable advance notice of said inspections or audits, provide an opportunity for AIRLINE to accompany AIRPORT, provide an opportunity for split samples should sampling be required, and provide the opportunity for AIRLINE to provide input to AIRPORT in regard to any findings.

- F. AIRLINE agrees to comply with all requirements and conditions imposed upon AUTHORITY by order of, or settlement agreement with, environmental regulatory agencies that are applicable to AIRLINE's use of the Airport. AUTHORITY will consult with AIRLINE prior to entering into any agreement or consent order with such regulatory agencies that will affect AIRLINE'S operations or Exclusive Use Premises and will provide AIRLINE with any such applicable final orders or settlement agreements.
- G. AIRLINE agrees to submit to AUTHORITY such non-confidential reports, documents,

data, and information, as may be reasonably required or established from time to time by AUTHORITY for the purpose of facilitating environmental compliance or management of the Airport. Such non-confidential reports, documents, data, and information shall be supplied by AIRLINE at its cost.

Section 13.02 Hazardous Substances - Pollution Liability:

- A. For purposes of this Agreement, "Hazardous Substances" means asbestos and any toxic, dangerous, or hazardous waste, substance, or material as defined under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, the Resource Conservation and Recovery Act, any so-called Superfund law, or any similar applicable federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
- B. During the term of this Agreement, AIRLINE will not produce, handle, store, release, or dispose of Hazardous Substances at the Airport except as expressly authorized in this Agreement or by prior written permission from AUTHORITY. The phrase "expressly authorized in this Agreement" means AIRLINE may use substances such as fuel, oil, lubricants, cleaning solvents or other similar such substances used in the ordinary course of AIRLINE's business on the Airport ("Ordinary Use Products") provided such use is in strict compliance with this Agreement and all applicable environmental and safety laws, rules and regulations. Failure of AIRLINE to abide by the terms of this paragraph may be restrained by injunction.
- C. AIRLINE will give written notice to the AUTHORITY before storing, using, or disposing of any Hazardous Substances on the Airport, except that storage or use of Ordinary Use Products does not require such advance notice. The notice will identify the Hazardous Substance, describe the manner in which it will be stored, used, or disposed of, and describe the manner in which any excess quantities of the Hazardous Substance or byproducts arising from the Hazardous Substance will be disposed of by AIRLINE. If AUTHORITY objects to the storage, use, or disposal of a Hazardous Substance on the Airport, it may demand that AIRLINE refrain from or cease the activity objected to, and may demand that AIRLINE take any appropriate steps to remove the Hazardous Substance from the Airport. The failure of the AIRLINE to notify the AUTHORITY of the storage, use, or disposal of a Hazardous Substance on the Airport, or the failure of the AIRLINE to comply with any demand of the AUTHORITY with respect to Hazardous Substances, will constitute an event of default under this Agreement.
- D. All Hazardous Substances on the Airport will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances.
- E. AIRLINE must notify AUTHORITY of any of the following by AIRLINE at the Airport:
 - 1. Spills that are required under applicable environmental laws to be reported to

governmental authorities (above de minimis quantities that are not immediately and fully cleaned up);

2. Notices received from any third party to AIRLINE regarding breaches by AIRLINE of any nature of any environmental laws or regulations at the Leased Property;
 3. Disposal or release of Hazardous Substances on the Airport by AIRLINE (unless said release is in conformance with applicable environmental laws);
 4. Any discovery of Hazardous Substances released onto the Airport;
 5. Any notice received that was sent by a governmental authority or private party alleging that a disposal or release of Hazardous Substances on or near the Airport may have occurred. AIRLINE will promptly deliver to AUTHORITY copies of and provide complete access to any and all non-confidential documents or information in its custody, control or possession, regarding said incident including any such non-confidential documents or information received from, or submitted by the AIRLINE to, the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Airport or the operations being conducted on Airport. AUTHORITY agrees to protect all confidential and/or proprietary information to the extent provided in such documents to AUTHORITY, except as required by a court of competent jurisdiction or law.
- F. To the full extent permitted by applicable law, the AIRLINE will defend, indemnify, and hold the AUTHORITY harmless from any and all costs, expenses, damages, assessments, remediation, claims, liabilities, fines, judgments, penalties, costs, suits, procedures, violations of applicable environmental laws or regulations, and actions of any kind, including but not limited to reasonable attorney fees, arising out of any storage, use, spills, discharges, or releases of Hazardous Substances on the Airport caused by the fault, conduct, act, omission and/or negligence of AIRLINE and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the AIRLINE shall continue for as long as the AUTHORITY remains responsible for any spills, discharges, or releases of Hazardous Substances and shall survive expiration of this Agreement. This indemnity shall not apply to the extent said use, spills, discharges, or releases are caused by the fault, conduct, act, omission and/or negligence of the AUTHORITY or caused by a third party with whom AIRLINE had no contractual relationship (including a pre-existing subsurface condition).
- G. Upon expiration or termination of this Agreement, the AIRLINE will remove or remediate Hazardous Substances released or deposited on Airport, including in the soil and groundwater, by AIRLINE and/or its employees, agents, contractors, guests and/or invitees such that it conforms with applicable clean-up requirements under applicable environmental laws.
- H. If AIRLINE fails to comply with any applicable environmental laws, regulations or

rules, AUTHORITY, in addition to its rights and remedies to enter the Exclusive Use and Preferential Use Premises and improvements, may, after first providing written notice and opportunity for AIRLINE to address, take necessary measures to ensure compliance with environmental requirements all at AIRLINE's expense.

- I. The provisions of this paragraph will survive any expiration or termination of this Agreement.

ARTICLE XIV GENERAL PROVISIONS

Section 14.01 Notices:

Notices required or permitted in this Agreement shall be in writing and shall be deemed effective when sent by certified or registered mail (return receipt requested), courier (with proof of delivery), to the other party at the following address, which may be amended in writing from time to time:

In the case of the AUTHORITY

In the case of the AIRLINE:

Airport Director
5225 Highway 10 West Box 25
Missoula, MT 59808

Section 14.02 Exercise of Governmental Powers - Temporary Closure:

- A. Upon providing reasonable notice and in the presence of an AIRLINE representative (except in case of emergencies when no notice or AIRLINE representative presence shall be required), the AUTHORITY shall have the right to enter any portion of the Airport premises assigned to AIRLINE to perform any of its obligations, exercise any of its rights, exercise its governmental functions or for purposes related to the alteration, improvement, or construction of any portion of the Terminal which may be adjacent to or otherwise affect the premises assigned to AIRLINE. The AUTHORITY, in exercising such rights, shall not unreasonably interfere with the conduct of AIRLINE's Air Transportation operations. Notwithstanding anything herein to the contrary, in an emergency, the AUTHORITY shall have the absolute and unconditional right to enter premises assigned to AIRLINE or the Airfield or any other portion of the Airport for the purpose of performing its governmental functions.
- B. In addition to the rights reserved above, the AUTHORITY reserves the right from time to time as may be reasonably necessary to close, relocate, reconstruct, modernize, rehabilitate, or otherwise alter or modify any portion of the Airport or the premises assigned to AIRLINE for the purpose of maintaining or constructing improvements, modifications, or expansions to the Airport or the Terminal. In such case, the AUTHORITY shall give AIRLINE at least sixty (60) days written notice in advance of

any such action, provide reasonably convenient and equivalent alternative accommodations to AIRLINE and reimburse AIRLINE for the reasonable actual costs associated with any such relocation (including the cost of communications to AIRLINES customers). Such reimbursements will be deemed to be a cost of the improvement, modification, or expansion. In such circumstances, AIRLINE shall continue to pay rentals and use fees (which may be adjusted to account for differences in square footage assigned to AIRLINE, but which shall in no event be greater than those payable by AIRLINE prior to relocation) without setoff or deduction (except as permitted by this Agreement or by law or in equity).

Section 14.03 Force Majeure:

- A. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder to the extent such failure, delay, or interruption is the result of acts, events, or conditions beyond its control including, but not limited to, acts of God or of the public enemy, war, terrorism, blockade, insurrection, civil disobedience, strikes, boycotts, picketing, slow-downs, work stoppages, or other labor actions affecting the rights or obligations of the AUTHORITY or AIRLINE hereunder, their respective contractors or sub-contractors, except to the extent that such failure, delay, or interruption directly or indirectly results from failure or refusal on the part of the AUTHORITY or AIRLINE to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay, or interruption. Nothing herein is intended or shall be construed to abate, postpone, or in any respect diminish AIRLINE's obligation to make any payments due to the AUTHORITY, maintain Contract Security or maintain insurance pursuant to this AGREEMENT.
- B. The AUTHORITY shall be under no obligation to supply or furnish any service or utility if and to the extent and during any period that the supplying or furnishing of any such service or utility, or the use of any component necessary thereof, shall be prohibited or rationed by any federal, state, county, or municipal law, rule, regulation, requirement or order.

Section 14.04 Agreements with U.S. Government:

AIRLINE agrees that this AGREEMENT shall be subordinated to the provisions of any existing or future agreement between the AUTHORITY and the United State Government, relative to the ownership, control, or operation and maintenance of the Airport. AIRLINE further acknowledges that during conditions of emergency (including, but not limited to national or local emergency, water, or forest fire emergency) the AUTHORITY may permit, by agreement or otherwise, the use of Airfield or other facilities of the Airport by agencies of the federal or state government and such use may impinge upon the rights of AIRLINE hereunder. The AUTHORITY reserves the right to enter into an agreement with the United States Forest Service for its continuing use of the Airport on terms that are reasonable in the sole judgment of the AUTHORITY.

Section 14.05 Non-Liability for Exercise of AUTHORITY Rights:

The AUTHORITY shall not be liable to AIRLINE for any diminution, infringement, or deprivation of its rights hereunder occasioned by the exercise by the AUTHORITY of any of its rights or obligations provided for in this Agreement, nor shall AIRLINE be entitled to terminate this Agreement by reason thereof unless the exercise of such rights shall so interfere with AIRLINE's conduct of Air Transportation at the Airport as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Montana.

Section 14.06 Reasonable Consents:

Whenever the approval, acceptance, or consent of either party is required or contemplated hereunder, such approval, acceptance, or consent shall not be unreasonably requested, delayed conditioned, or withheld.

Section 14.07 Attorney's Fees:

- A. In the event either party finds it necessary to employ counsel to enforce or defend the enforcement of any term or provision of this Agreement or to protect its interest under the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party its costs, expenses and disbursements and the prevailing party's reasonable attorneys' fees. Attorneys' fees shall include any attorneys' services rendered prior to the institution of litigation and include all matters pertaining to enforcement, rescinding, interpretation or protection of a party's interest prior to and/or pertaining to litigation. The recovery of attorneys' fees shall include a reasonable estimate of the attorneys' fees to be incurred by the prevailing party following any initial decision or judgment entered and estimated to be incurred to enforce the decision or judgment.
- B. In addition, should either party become a debtor in bankruptcy or be subject to an involuntary petition in bankruptcy, the debtor party shall reimburse the creditor party for any and all reasonable attorney fees, costs, expenses and disbursements incurred in protecting or attempting to protect the creditor party's interest and rights under this Agreement without regard to whether there is a prevailing party and without regard to which party in fact is deemed to have prevailed.
- C. Costs, expenses and disbursements shall include not only costs allowed under Montana statutory and case law; but shall also include those costs, expenses and disbursements reasonably necessary for preparation, negotiations, settlement meetings and litigation. For example, such costs, expenses and disbursements shall include, without limitation, such items as photocopy costs, long distance telephone costs, deposition transcript fees, mileage for travel, exhibit reproduction costs and expert witness and consultant fees.

Section 14.08 Waiver No Precedent:

No waiver of rights or of default by either party of the covenants, terms, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a subsequent waiver of rights or a waiver of any subsequent default of any of the covenants, terms, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 14.09 Subordination to Ordinance, Resolution, or Indenture:

- A. This Agreement and all rights granted to AIRLINE hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation, or assignment made by AUTHORITY in any Bond Ordinance. AUTHORITY and AIRLINE agree that to the extent required by any Bond Ordinance, or by law, the holders of the Airport Revenue Bonds, or their designated representatives, shall have the right to exercise any and all rights of AUTHORITY hereunder.
- B. AUTHORITY shall notify AIRLINE no later than thirty (30) days prior to its adoption of a Bond Ordinance or any amendments or supplements to any Bond Ordinance, that would materially alter the terms and provisions of the AGREEMENT. AUTHORITY and AIRLINE shall use their commercially reasonable efforts to agree on the implementation of any such material, amendments, or supplements desired solely by AUTHORITY for its own purpose.
- C. Notwithstanding the foregoing, AUTHORITY shall not enact any Bond Ordinance or subsequently amend a Bond Ordinance so as to require a material change in the method of calculation of rentals and fees payable hereunder or so as to materially adversely affect the rights of AIRLINE hereunder. If AUTHORITY adopts a Bond Ordinance or a subsequent amendment to a Bond Ordinance, either of which materially adversely affects the method of calculation of AIRLINE rentals and fees or materially affects the operating rights of AIRLINE hereunder, AIRLINE may cancel this Agreement without further liability by providing written notice of cancellation in accordance with Section 14.01.

Section 14.10 Miscellaneous:

- A. Time is of the essence of this Agreement.
- B. This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Montana. Jurisdiction and venue for any action regarding this Agreement shall lie in the State of Montana, County of Missoula or applicable federal court in Montana with jurisdiction.

- C. The headings of the articles and sections in the text of this Agreement are included solely as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any of the covenants, terms, and conditions of this Agreement and shall not be construed to affect in any manner the covenants, terms, and conditions of this Agreement, or the interpretation or construction thereof. Any words conveying gender shall be interpreted to be gender neutral. All provisions of this Agreement have been negotiated at arm's length and this Agreement shall not be construed for or against any party by reason of authorship or alleged authorship of any provision.
- D. In the event any provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall in no way affect any other provision herein contained, provided that such finding does not in any material way affect any of AIRLINE's or the AUTHORITY's rights or obligations hereunder.
- E. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter herein, and any representations by any officer, agent, or employee of the respective parties, unless included herein, are null and void and of no effect. This Agreement cannot be modified, changed, or terminated orally. No alterations, modifications, amendments, or changes, unless expressly reserved to either or both parties by the provisions of this Agreement, shall be valid unless executed by an instrument in writing by the parties with the same formality as this Agreement.
- F. AUTHORITY covenants and agrees not to enter into any lease contract, or any other agreement with any other Air Transportation Company containing more favorable terms than those in this Agreement.
- G. Notwithstanding any provisions of this Agreement to the contrary and notwithstanding any provisions of any other agreements, laws, or ordinances to the contrary, no requirement that is imposed on the AIRLINE in this lease or by any local authorities, shall apply to the AIRLINE to the extent that such requirement is or would otherwise be preempted by Federal law, including but not limited to the Airline Deregulation Act (49 USC 41713).

IN WITNESS WHEREOF, this Agreement is duly executed by the parties hereto as of the day and year first above written, intending themselves to be legally bound thereby.

Signatures on the following page.

MISSOULA COUNTY AIRPORT AUTHORITY

Brian Ellestad, Airport Director

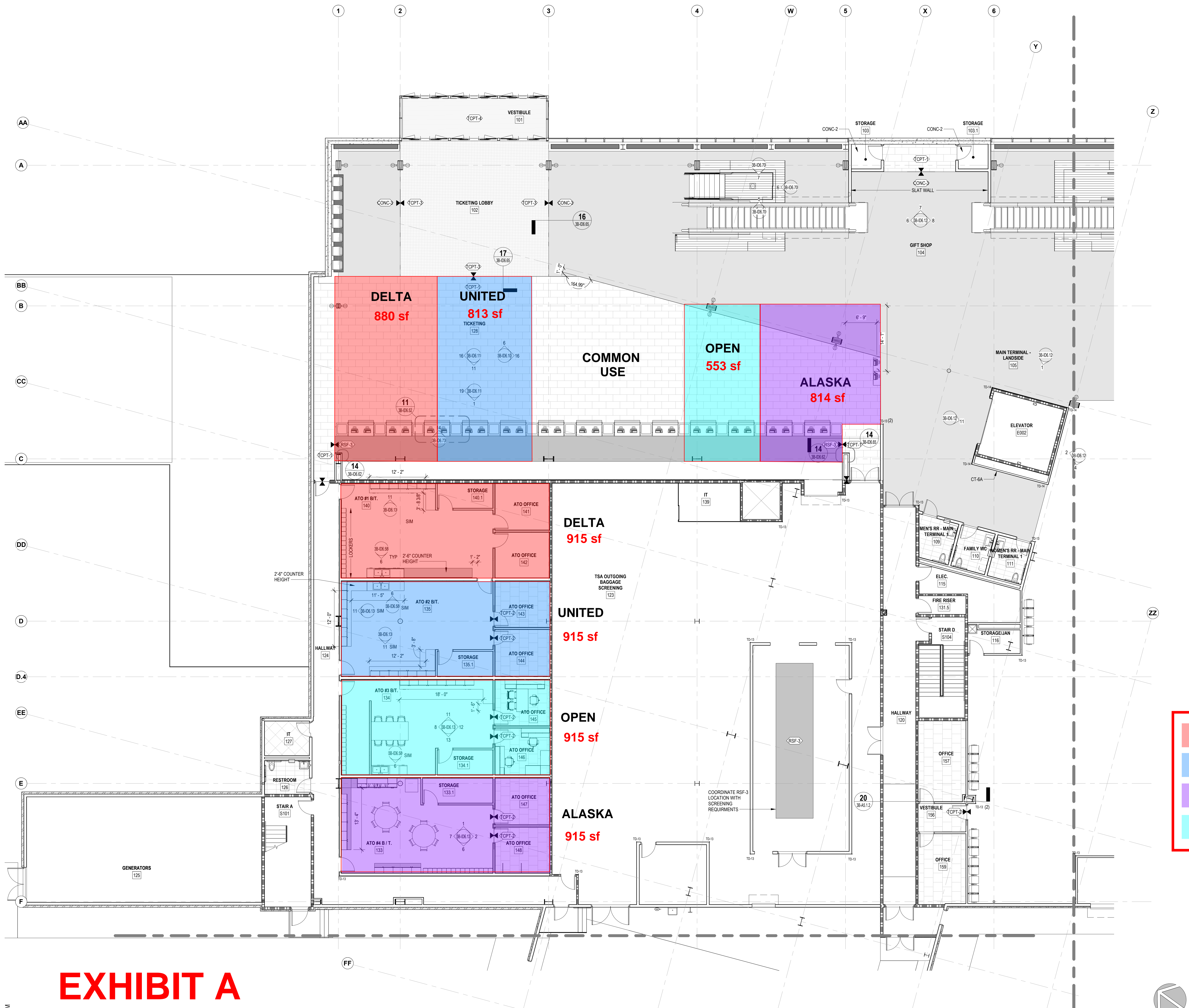
DATE: _____

AIRLINE NAME:

DATE: _____

By: _____

Its: _____



GENERAL NOTE: ALL FLOORS TO BE CONC-2 SEALED CONCRETE U.N.O.



ISSUED FOR CONSTRUCTION

PHASE A - LEVEL 01 - AREA 'A' FINISH / FFE ENLARGED PLAN

MISSOULA INTERNATIONAL AIRPORT

MISSOULA INTERNATIONAL AIRPORT

project # 16131
revision 119 date 119

phase
ISSUED FOR CONSTRUCTION



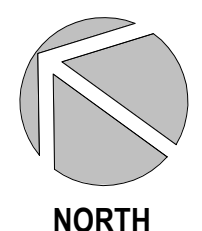
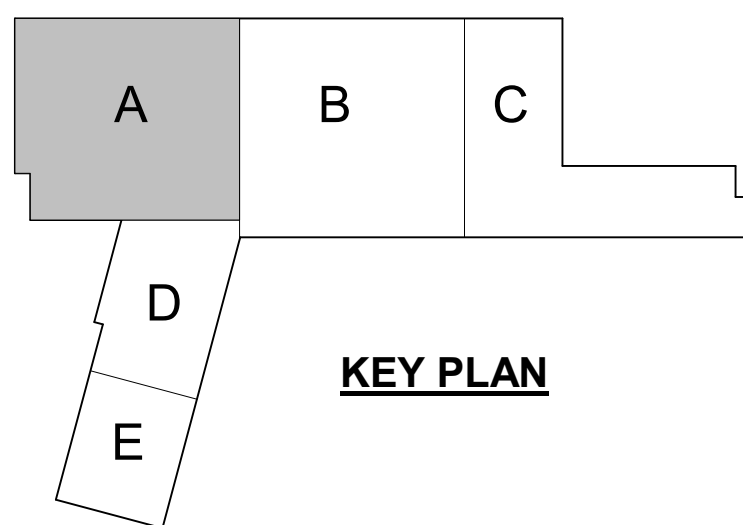
issue date
10.23.2020

3B-ID3.1.1A

83

EXCLUSIVE AIRLINE USE

- DELTA - 1,795 SF
- UNITED - 1,728 SF
- ALASKA - 1,729 SF
- OPEN - 1,468 SF



SCALE: 1/8" = 1'-0"

EXHIBIT A

16 PHASE A FINISH / FFE PLAN LEVEL 01 - AREA 'A'
1/8" = 1'-0"

3/24/2021 3:31:21 PM

ISSUED FOR CONSTRUCTION

sheet
project
owner

project # 16131
revision date

phase
ISSUED FOR
CONSTRUCTION



BILLINGS | BOZEMAN | MISSOULA

issue date
02.07.2020

3B-A2.1.2
84

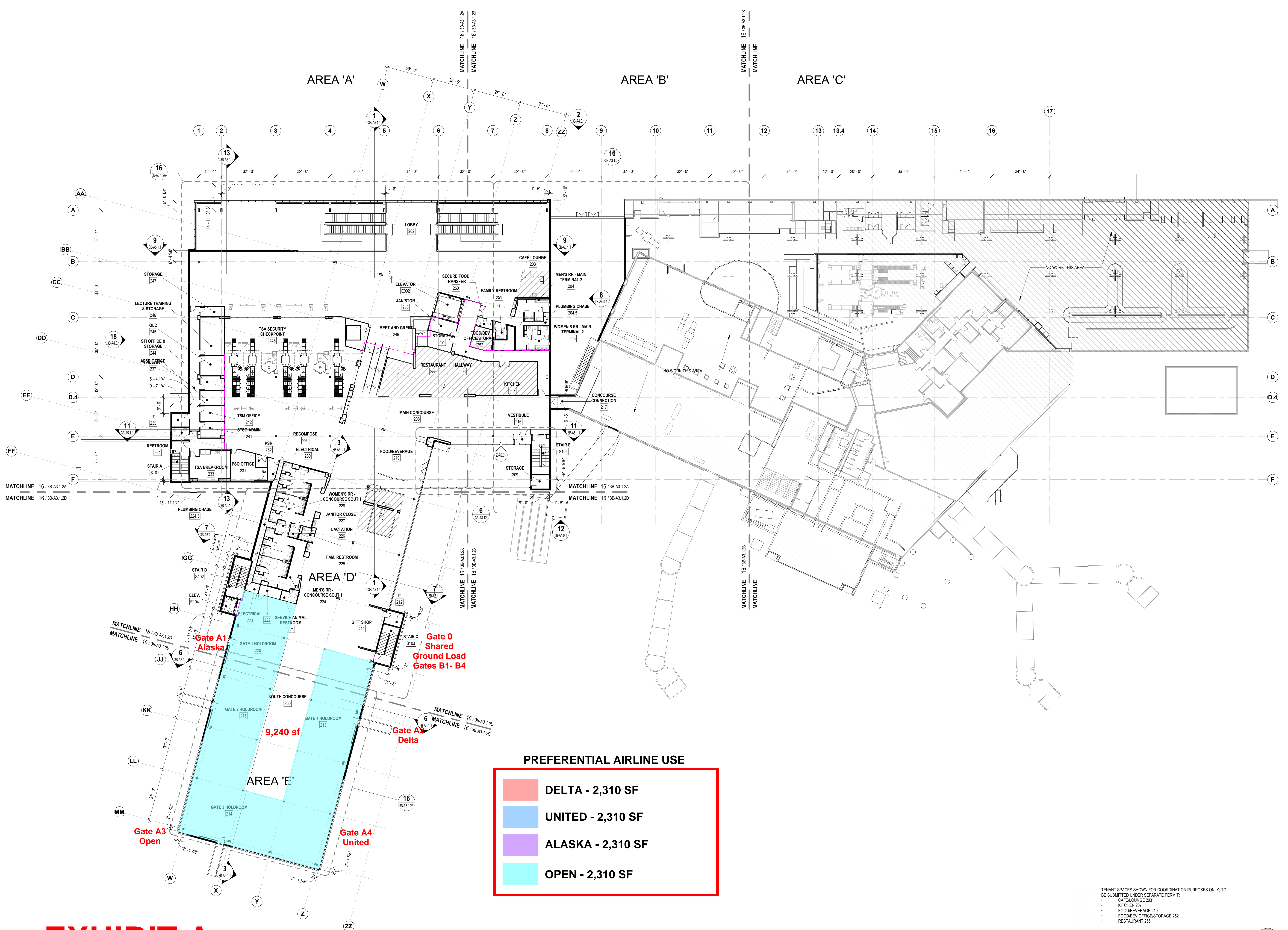


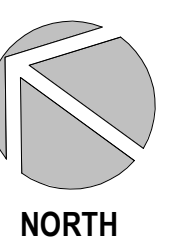
EXHIBIT A

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

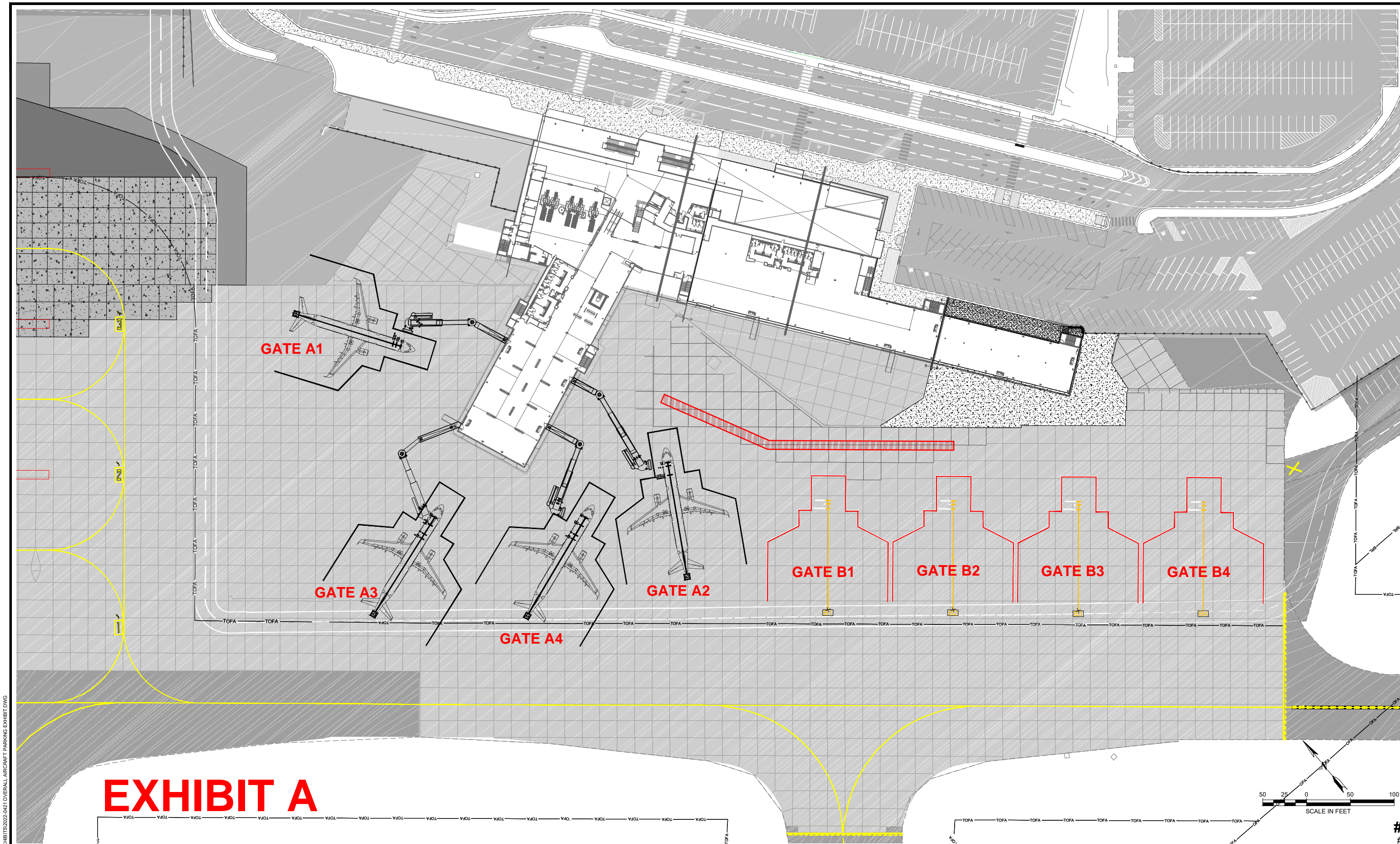
2/7/2020 1:46:05 PM

TENANT SPACES SHOWN FOR COORDINATION PURPOSES ONLY, TO
BE SUBMITTED UNDER SEPARATE PERMIT:
• CAFE LOUNGE 203
• KITCHEN 207
• FOOD/BEVERAGE 210
• FOOD/BEV OFFICE/STORAGE 252
• RESTAURANT 255

NOTE: ALL WALLS DIMENSIONED TO INTERIOR FACE OF STUD,
CONCRETE, OR MULLION U.O.N.



SCALE: 1" = 20'-0"



M:\3388022_TERMINAL\CADEXHIBITS\2022-0421 OVERALL AIRCRAFT PARKING EXHIBIT.DWG
PLOTTED BY: TYLER S. REED ON Apr/21/2022

EXHIBIT A

VERIFY SCALE!
THESE PRINTS MAY BE REDUCED.
LINE BELOW MEASURES ONE INCH
ON ORIGINAL DRAWING.
MODIFY SCALE ACCORDINGLY!

REVISIONS			
NO.	DESCRIPTION	BY	DATE
#	#	#	#
#	#	#	#
#	#	#	#
#	#	#	#



DRAWN BY: TSR
DSGN. BY: _____
APPR. BY: _____
DATE: 04/21/2022
Q.C. REVIEW
BY: #
DATE: #

MISSOULA MONTANA AIRPORT	
MISSOULA	MONTANA
OVERALL AIRCRAFT PARKING EXHIBIT	

PROJECT NUMBER
SHEET NUMBER
DRAWING NUMBER
85



Airline Use Agreement

Airport Facilities and Equipment List

Exhibit B

5.20.2022

This exhibit presents a listing of Other Airport Facilities and Equipment that is provided by the Authority for the exclusive, preferential or joint use of the AIRLINE or its Affiliate Airline(s).

<u>Item</u>	<u>Amount</u>	<u>Term</u>
Lav Dump	\$50.00	Monthly
Mailbox Rent	\$20.00	Monthly
Electric Vehicle Charging	\$50.00	Monthly/Unit
Glycol Disposal (Non-Diluted Gallons)	\$0.75	Yearly Per Gal.
Facility Use Violation	\$500.00	Occurrence

Missoula International Airport

Schedule 1

Terminal Rental Rate Calculation

Budget for FY 2023

Terminal Building Airline Leased Space

	Sq Ft
Airline Exclusive Use Space (sq ft):	
Delta Airlines	1,795
Alaska/Horizon Air	1,729
United Airlines	1,728
Available (1468)	
Total Exclusive Use Space	5,252

Airline Preference Use Space (Sq Ft):

(1) Delta Airlines	2,310
Alaska/Horizon Air	2,310
(1) United Airlines	2,310
(1) Available (2487)	
Total Preference Use Space	6,930

Airline Joint Use Space (Sq Ft): 82,632

Total Airline Leased Space (Sq Ft) 94,814

Airline Terminal Building Requirement

Terminal Building Budgeted Cost Requirements \$5,603,622

Rentable Space (Sq Ft):

Total Airline Leased Space	94,814
Total Non-Signatory Rentable Space	14,594
Total Rentable Space (Sq Ft)	109,408

Percent of Airline Space 86.7%

=

Terminal Costs Applicable to Airlines \$4,856,152

Less Non-sig Fees -\$205,920

Terminal Building Rental Requirement \$4,650,232

Airline Rented Space (Sq Ft) 94,814

=

Full Cost Recovery Compensatory Rental Rate \$49.05

(Sq Ft) -\$9.05

\$40.00

Subsidy
18.44% 857,672

	Pax Enplaned	Average Rate	Enplanement Rate Total
Delta Airlines	126,000	\$ 1.98	\$249,480
Alaska/Horizon Air	92,000	\$ 1.98	\$182,160
United Airlines	94,106	\$ 1.98	\$186,330
Non-Signatory	104,000	\$ 1.98	\$205,920

Note: from 2020 calendar year

Total Enplanements 416,106

Terminal Rent Components:	Exclusive	Preferential	Enplanement Rate Total	Total Rent
Delta Airlines	71,800	92,400	\$249,480	413,680
Alaska/Horizon Air	69,160	92,400	\$182,160	343,720
United Airlines	69,120	92,400	\$186,330	347,850
Total Terminal Rent	\$210,080	\$277,200	\$617,970	\$1,105,250

Missoula International Airport

Schedule 2

Landing Fee Rate Calculation

Budget for FY 2023

Landed Weight Estimate (1,000 lb units)

Estimated Signatory Airline Landed Weight

	Landed Weight
Delta Airlines	164,981
Alaska/Horizon Air	108,984
United Airlines	121,628

Total Signatory Airline Landed Weight	395,593
---------------------------------------	---------

Estimated Non-Signatory Carrier Landed Weight:

Non-Sig Carriers	102,911
Cargo Air Carriers:	17,740
Forest Service	10,000
Charters	3,300
Non-Based Aircraft > 12,500 lbs	11,000

Total Non-Signatory Carrier Landed Weight	144,951
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Total Air Carrier Landed Weight	540,544
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30% Plus Non-signatory Premium	43,485
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Total Air Carrier Landed Weight With Non-Sig Premium	584,029
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* Indicates carrier reported weight

Airline Landing Fee Requirement

Airfield Budgeted Cost Requirements	\$2,735,767
-------------------------------------	-------------

Less Non-Airline Airfield Revenues

Fuel Flowage Fees	-70,000
Agricultural Land Rent	-13,500
Interest	0

Total Non-Airline Revenues	-83,500
	0

Net Airfield Requirement	\$2,652,267
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=

Full Cost Recovery Residual Landing Fee

Per 1,000 Pounds of Landed Weight

\$4.54

-\$3.04

Subsidy

66.97% \$1,643,970

\$1.50 signatory carriers

\$1.95 non-sig commercial carriers

\$2.48 non commercial air traffic

Delta Airlines	\$247,472
Alaska/Horizon Air	\$163,476
United Airlines	\$182,442
	\$0

Total Signatory Airline Landing Fees	\$593,390
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Non-Signatory Air Carriers:

Non-signatory Carriers	\$200,676
Cargo Air Carriers:	\$43,995
Forest Service	\$24,800
Charters	\$8,184
Non-Based Aircraft > 12,500 lbs	\$27,280

Total Non-Signatory Air Carrier Landing Fees	\$304,936
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Total Air Carrier Landing Fees	\$898,325
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Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: June 28, 2022

1. **TITLE:** Resolution No. 2022-05 Terms and Conditions Governing Use by and Setting Fees for Commercial Air Service Providers at the Missoula Montana Airport
Review, discussion, and possible approval of a Resolution setting terms and conditions for use and setting fees for non-signatory commercial air service providers at the Airport.
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 conjunction with the new Airline Use Agreement, staff is proposing updating the October 2014 Resolution which set forth terms, conditions and fees for non-signatory airlines with MCAA Resolution No. 2022-05 Terms and Conditions Governing Use by and Setting Fees for Commercial Air Service Providers at the Missoula Montana Airport ("the Use Resolution"). The Use Resolution is for air service providers who have not executed MCAA's current Airline Use Agreement. These non-signatory rates are approximately 30% more than the rates paid by the signatory airlines. For Fiscal Year 2023, Allegiant and Frontier are non-signatory and would pay the rates presented in the Use Resolution. The Use Resolution provides that the Board may change terminal use and landing fees on an annual basis.

Per the FY2023 budget approved by the Board last month, rates set forth in this Resolution for non-signatory airlines are \$2.60 per enplaned passenger and landing fee rates of \$1.95 per 1,000 pounds for non-signatory air carriers. Landing fees for cargo, charter, and other non-scheduled aircraft exceeding 12,500 pounds are \$2.48 per 1,000 pounds. The landing fee rates have not changed from FY2022.
5. **BUDGET INFORMATION:** Planned for in FY2023 Budget
6. **SUPPLEMENTAL AGENDA INFORMATION:** Resolution 2022-05 attached.
7. **RECOMMENDED MOTION:** Move to approve MCAA Resolution No. 2022-05 Terms and Conditions Governing Use by and Setting Fees for Commercial Air Service Providers at the Missoula Montana Airport as presented.
8. **PREPARED BY:** Lynn Fagan, Administrative Manager
9. **COMMITTEE REVIEW:** None.

**MISSOULA COUNTY AIRPORT AUTHORITY
AIRPORT USE RESOLUTION
NO. 2022-05**

**TERMS AND CONDITIONS GOVERNING USE BY AND SETTING FEES FOR
COMMERCIAL AIR SERVICE PROVIDERS OF MISSOULA MONTANA AIRPORT**

RECITALS

- A. Missoula Montana Airport (the "Airport") is operated by the Missoula County Airport Authority (the "Authority") pursuant to Title 67, Chapter 11, Montana Code Annotated ("MCA");
- B. The Authority is charged with the obligation to operate, maintain and develop the Airport as a public facility for the accommodation of air commerce;
- C. The Authority is authorized by § 67-11-202, MCA to adopt, amend and repeal reasonable resolutions which are necessary for the management, government and use of the Airport;
- D. The Authority recognizes that it is prudent to operate the Airport by establishing and promulgating rules for the use of facilities by Commercial Air Service Providers;
- E. The Authority has determined that its obligations are best met and the interests of the Airport best served, by developing such use rules and regulations;
- F. Sound business practice requires that the Authority promulgate by means of resolution the essential terms and conditions to govern the use and occupancy of the Airport;

NOW, THEREFORE, be it resolved that effective July 1, 2022, the following provisions shall apply to persons, firms or corporations, other than scheduled airlines signatory to the Authority's current Airline Use Agreement, whose primary business is the transportation of individuals for compensation and the incidental transport of property, cargo and mail by aircraft. Any person, firm, or corporation operating pursuant to a lease or operating agreement with the Authority are not subject to the provisions of this Resolution.

BE IT FURTHER RESOLVED that this Resolution supersedes MCAA Resolution No. 2015-01 – Terms and Conditions Governing Use by Commercial Air Service Providers of Missoula International Airport, and any other rules, regulations, policies or practices of the Authority which are contrary to or inconsistent with its terms. From and after the date hereof, all reference to the "Use Resolution" shall mean this Resolution No. 2022-05.

BE IT FURTHER RESOLVED that the fees as set forth in this Resolution may be changed by the Authority Board of Commissioners on an annual basis.

I. **DEFINITIONS**

The following words and phrases shall have the meanings denoted when used elsewhere in this Resolution, whether singular or plural.

- A **"Affiliate Airline"** shall mean any Air Transportation Company that (i) is a parent or subsidiary of a Signatory or Non-Signatory Airline, or (ii) operates at the Airport under a trade name of a Signatory or Non-Signatory Airline and uses the Signatory or Non-Signatory Airline's two-letter designator code for its flights serving the Airport, or (iii) operates at the Airport using a trade name of a parent or subsidiary of the Signatory or Non-Signatory Airline and uses the two-letter designator code of such parent or subsidiary for its flights serving the Airport.
- B **"Aircraft Parking Position"** - an area of paved ground surface designated by the AUTHORITY as available for parking or temporarily storing aircraft on the Airport.
- C **"Airfield"** - the area at the Airport used for the landing, taking-off, and taxiing of aircraft; consisting, among other things, of runways, taxiways, approach and safety zones, hold aprons, lighting and navigation easements and facilities, and related appurtenances, as it and they exist at the time of execution hereof and as it may, from time to time, be altered in the future.
- D **"Airfield Cost Center"** – costs for operating the Airfield including related debt service, if any.
- E **"Airport"** - Missoula Montana Airport, including all its surface and sub-surface structures and appurtenances, its approach and runway safety zones, its easements and facilities, whether or not located within the Airport's physical boundaries as it exists at the time of execution hereof and as it may, from time to time, be altered in the future.
- F **"Airport Director"** - the chief administrator for the AUTHORITY or his designee.
- G **"Airport Equipment"** - those facilities and/or equipment owned by the AUTHORITY and provided to **Air Transportation Company** for a fee, and which may include, but not be limited to, baggage makeup conveyors or devices, baggage claim conveyors or devices, passenger loading bridges, 400 hertz or other ground electrical power systems, or preconditioned air devices or systems. A list of which can be found in Exhibit A.
- H **"Airport Revenue Bonds"** - bonds, notes, or other evidence of indebtedness authorized and issued by the AUTHORITY for the purpose of financing or re-financing the modernization, expansion, renewal or replacement, or further development of the Airport, which bonds, notes, or other evidence of indebtedness are secured primarily, if not solely, by a pledge of Revenues derived from the operation of the Airport. Airport Revenue Bonds shall not include special facility revenue bonds issued for the benefit of less than all Air Transportation Companies operating at the Airport.
- I **"Air Transportation Company"** - A company for hire engaged in the business of one or more of the following: transporting persons, property, cargo, and mail, by aircraft.
- J **"Authority"** - The Missoula County Airport Authority including such person or persons as may be authorized by AUTHORITY to act for the AUTHORITY with the

respect to all matters pertaining to this Resolution.

- K **"Debt Service"** - the amount required during any period for the accrual of principal of, interest on, and premium, if any, and other fees and amounts associated with all series of existing and future Airport Revenue Bonds or other debt, all as set forth in any Bond Ordinance.
- L **"Enplaned Passengers"** - all local boarding, interline transfer, and intra-line transfer revenue passengers at the Airport,
- M **"Federal Aviation Administration" or "FAA"** - the agency of the United States government created pursuant to the Federal Aviation Act of 1958, as amended, or any successor agency, or additional agency having jurisdiction of Air Transportation and oversight of airports involved in the conduct of Air Transportation including the Transportation Security Administration.
- N **"Fiscal Year"** - that twelve-month period commencing each July 1st and concluding the next succeeding June 30th which conforms to the AUTHORITY's annual accounting period for its general accounting purposes at the time of entering into this Agreement.
- O **"Ground Handling Company"** - a business which services an Air Transportation Company's aircraft while it is on the ground and parked at a terminal gate at the Airport.
- P **"Landing Fee"** - the unit rate, measured in dollars and cents per thousand pounds of Maximum Landing Weight, as set forth on Schedule 2.
- Q **"Maximum Landing Weight"** – the maximum weight at which an aircraft type may be landed at the Airport by an aircraft operator as approved the by FAA for that aircraft type.
- R **"Non-Signatory Airline"** - an Air Transportation Company that has not executed an AIRLINE USE AGREEMENT and who is subject to the terms of this Resolution.
- S **"Rules and Regulations" or "Primary Guiding Documents"** - the body of requirements published and placed into effect from time to time by the AUTHORITY for the governance of the Airport, its tenants, licenses, and invitees, while on Airport property.
- T **"Scheduled Air Transportation"** - the conduct of air transportation by an Air Transportation Company (holding a certificate granted pursuant to Federal Aviation Regulations, Part 121), a foreign air carrier (holding a certificate granted pursuant to Federal Aviation Regulations, Part 129), or a commuter air carrier (holding a certificate granted pursuant to Federal Aviation Regulations, Part 135) according to schedules that are published periodically in advance, both in specialized printed publications and in major computerized reservation systems, which schedules are available to travel agents and to the general public.
- U **"Signatory Airline"** - an Air Transportation Company that has executed an AIRLINE USE AGREEMENT with the Authority and rents a minimum of 1000 square feet of Exclusive Use Premises.
- V **"Terminal"** - means that area of the Airport including, but not limited to,

passenger holdrooms or concourses, ticketing and baggage claim areas, concessions areas, Airline and Authority offices and work areas, and sidewalks and roadways immediately adjacent thereto.

- W **"Terminal Cost Center"** - costs for operating the Terminal including related debt service, if any.
- X **"Use Resolution"** - this Resolution adopted by the Board of Commissioners of the Missoula County Airport Authority that sets forth the rates and fees which apply to Non-Signatory Airlines.

Additional words and phrases used in this Agreement but not defined herein shall have the meanings as set forth in the Bond Ordinance, in any FAA statute or regulation, or if not so set forth, shall have their usual and customary meaning.

II. Use of the Airport - Non-Signatory Airlines

- A. Subject to compliance with the provisions of this Resolution and the Rules and Regulations of the Authority, Non-Signatory Airline shall be entitled to use the Airport in common with others authorized to do so. The use of the Airport by Non-Signatory Airline shall constitute consent to the terms and conditions of this Resolution. Such rights shall include:
 - (i) The landing and taking off of its aircraft from the runways;
 - (ii) The ground movement of its aircraft on the taxiways;
 - (iii) The parking, loading, unloading, servicing, and fueling of its aircraft in such areas as are directed or approved by the Airport Director;
 - (iv) The right to do any act and perform any function directly and reasonably related to the Non-Signatory Airline's conduct of air transportation at the Airport. However, such use shall not include the performance of services for other airlines or agencies in the absence of the prior written approval of the Airport Director and shall not be construed to include the conduct of any other business on the Airport whether or not related to, or affiliated with, Air Transportation;
 - (v) The right to purchase fuels, lubricants, and any and all other goods and services required in Non-Signatory Airline's conduct of air transportation at the Airport, and which are to be delivered, consumed, or performed at the Airport, from any person, firm, or corporation that is operating on the Airport with permission of the Authority;
 - (vi) The right to use of the Terminal as provided herein.
- B. No other uses or operations are permitted under this Resolution without the prior written consent of the Authority.

III. Use of the Passenger Terminal - Non-Signatory Airlines

- A. Subject to compliance with the provisions of this Resolution and to the Rules and Regulations of the Authority, Non-Signatory Airline shall have the right to use Terminal and the Aircraft Parking Positions appurtenant thereto in common with others authorized to do so, on a non-exclusive use basis, with the consent of the Airport Director or his designee.

- B. The Airport Director may grant a Non-Signatory Airline use of certain passenger Terminal space or facilities on a joint use basis, as the case may be; provided, however, that such use may be revoked upon thirty (30) days' written notice in advance. In no case would a Non-Signatory Airline have preferential or exclusive use space over a Signatory Airline.
- C. The Use granted to a Non-Signatory Airline pursuant to this Paragraph is limited as follows: such Non-Signatory Airline may not, without prior approval of the Airport Director or designee, park or store aircraft at an Aircraft Parking Position adjacent to the Passenger Terminal for a period or time exceeding the time that is customarily required for its scheduled operation, or at any other Aircraft Parking Position for a period of time exceeding twenty-four (24) hours. Such Non-Signatory Airline will remove its aircraft from such Aircraft Parking Position immediately when instructed by the Airport Director, or his designee.
- D. Notwithstanding any use granted herein, the Authority shall have the right to enter any portion of the Airport, including premises that may be used by a Non-Signatory Airline, to perform any of its obligations as owner and operator of the Airport or pursuant to the exercise of any of its governmental functions. The Authority further reserves the right from time to time as may be reasonably necessary to close, relocate, reconstruct, modernize, rehabilitate or otherwise alter or modify any portion of the Airport, including any premises that may be used by Non-Signatory Airline, for the purpose of maintaining or constructing improvements, modifications or expansions to the Airport or to the passenger Terminal. The Authority will use its best efforts to provide reasonable notice in advance of any such action and to provide reasonably convenient and equivalent alternative accommodations and adequate means of ingress and egress thereto.

IV. Use of Aircraft Parking Positions

- A. From time to time, Non-Signatory Airline may request permission to park its aircraft at an Aircraft Parking Position for the purpose of overnighing such aircraft, or for some other purpose reasonably related to Non-Signatory Airline's conduct of air transportation at the Airport. In such circumstances, the Authority may grant Non-Signatory Airline temporary use of an Aircraft Parking Position designated by the Authority for that purpose. The Authority may, at its discretion, impose reasonable and non-discriminatory fees as well as reasonable time or other restrictions on such use.
- B. Non-Signatory Airline agrees to remove its aircraft immediately from an Aircraft Parking Position when instructed by the Airport Director of an emergency requiring such removal. In this circumstance, Non-Signatory Airline may move its aircraft to an unoccupied Aircraft Parking Position designated by the Airport Director at no additional cost to the Non-Signatory Airline.
- C. Should Non-Signatory Airline occupy an Aircraft Parking Position longer than is customarily required for its scheduled operation and the occupancy of said Aircraft Parking Position interferes with another Air Transportation Company's scheduled service, Authority may request Non-Signatory Airline to remove such aircraft. Non-Signatory Airline agrees to relocate said aircraft expeditiously.

- D. As soon as permitted by appropriate authorities, Non-Signatory Airlines shall remove any of its disabled aircraft from the Airfield or from a Terminal Aircraft Parking Position and shall place such disabled aircraft at a location designated by the Airport Director, at the leased premises of a fixed base operator, or at an off-Airport location. For the purposes of this Resolution, a disabled aircraft is one which is unable to move under its own power. Non-Signatory Airline will make every reasonable attempt to remove its disabled aircraft as expeditiously as possible.

V. Compliance with Laws, Rules & Regulations

Non-Signatory Airline shall comply with all applicable statutes, rules and regulations, whether Federal, State or local, including those of the Authority, while operating on, or occupying space at the Airport and shall require their officers, agents, employees and business invitees to so comply.

VI. Maintenance, Repairs and Alteration

- A. A Non-Signatory Airline occupying space in the Airport's Terminal shall keep such space in a neat, clean and orderly condition and shall, at its sole expense, provide janitorial service and ordinary maintenance and repair to such space and to the trade fixtures and equipment therein. In addition, such Non-Signatory Airline shall be responsible for keeping its Aircraft Parking Positions in a neat, clean, and orderly condition, free from litter, debris, refuse, or petroleum products. In the event that a Non-Signatory Airline fails to perform its obligations hereunder, the Authority may do so and such Non-Signatory Airline will reimburse the Authority for the cost thereof. The Authority may enter upon any area of the Airport, including any space licensed to a Non-Signatory Airline, for the purpose of insuring compliance with the provisions of this Resolution or for accomplishing any necessary maintenance or repairs.
- B. A Non-Signatory Airline occupying space in the Terminal shall make no alterations, additions or improvements to such space without the prior written approval of the Airport Director.

VII. Terminal Use Fees

Pursuant to this Resolution, a Non-Signatory Airline choosing to use the Terminal without renting any space from the Authority shall pay to the Authority fees for the use and occupancy of space in the Airport passenger Terminal that equate to 130% of the rate that Signatory Airlines pay. Signatory Airline rates are calculated annually pursuant to the Airline Use Agreement and such rates are set forth in the attached Schedules 1 and 2.

For Fiscal Year 2023, Terminal Use Fees shall be \$2.60 per enplaned passenger.

VIII. Landing Fees

For the use of the Airfield, a Non-Signatory Airline (other than Affiliate Airlines), shall pay the Authority a landing fee at the then current Signatory Airline rate plus 30%. Signatory Airline rates are calculated annually pursuant to the Airline Use Agreement and such rates are set forth in the attached Schedules 1 and 2. The Non-Signatory Airline shall report to the Authority, on forms acceptable to the Authority, on or before the fifth day of each month, the total number of landings (by type of aircraft) at the Airport operated by or on behalf of that Non-Signatory Airline in the calendar month just concluded, together with the Maximum Certificated Landed Weight of each such aircraft. The Authority may, but shall not be required to, render an invoice for such Landing Fees. Landing Fees for such month shall be due and payable by the Non-Signatory Airline within twenty (20) calendar days of month's end.

For Fiscal Year 2023, Landing Fees for Non-Signatory Airlines providing regularly scheduled service exceeding 12,500 pounds shall be \$1.95 per 1,000 pounds. Landing Fees for cargo, charter, and other non-scheduled aircraft shall be \$2.48 per 1,000 pounds.

IX. Other Fees

- A. Authority may pass through reasonable and lawful fees, charges, tolls, and/or assessments relative to the operation of the Airport which it is lawfully obligated to pay and which may be imposed upon it, or over which it has no power of control, provided however, that the Authority may pass through only the actual costs of those fees, charges, or assessments. Increases in existing fees are not bound by this section.
- B. Authority may assess and collect reasonable and non-discriminatory fees and charges for Airport Equipment not enumerated in this Resolution but provided by Authority and accepted by Non-Signatory Airline. A list of current Airport Equipment rates is attached as Exhibit B and made a part hereof.

X. Additional Reports

As a condition of its operation at the Airport, a Non-Signatory Airline (other than Affiliate Airlines), shall report monthly to the Authority, on or before the fifth day of each month, in addition to its landed weights, the total number of passengers enplaned and the total number of passengers deplaned from its aircraft at the Airport during the preceding month, and the volume of freight, mail and other cargo enplaned and deplaned for the preceding month. All such data, including landed weights, are subject to verification by the Authority and a Non-Signatory Airline shall cooperate in any such audit of its reports undertaken by the Authority. The Authority will use its best efforts to avoid undue interference with a Non-Signatory Airline's normal operations during the course of any such audit.

XI. Badging

All employees of Non-Signatory Airline 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 Authority, Transportation Security Administration or other entity having security

jurisdiction at the Airport. Non-Signatory Airline employees and contractors will surrender security badges upon request by Authority. Physical security media (badges and keys) remain the property of Authority. Non-Signatory Airline and their employees and contractors shall comply with all security related audits, inspections, and screenings. Non-Signatory Airline 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. Non-Signatory Airline shall be invoiced on a regular basis for badging fees as set forth in the Authority's Access Control Card Application. Fees shall be paid within 30 days of invoice. Non-Signatory Airline shall also comply with all requirements under the Authority's Airport Security Plan.

XII. Non-Signatory Airline Record Keeping Requirements

- A. Non-Signatory Airline shall at all times maintain and keep books, ledgers, accounts, or other records, wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to this Resolution. Such records shall be retained by Non-Signatory Airline for a retention period as set forth in Federal Aviation Regulation 14 CFR Part 249. Non-Signatory Airline shall make such records available to the Authority upon reasonable request. Non-Signatory Airline shall produce such books and records at the offices of the Non-Signatory Airline within thirty (30) calendar days of Authority's notice to do so.
- B. The Authority may audit by a certified public accountant the records of Non-Signatory Airline annually. The Authority shall pay the cost of audit, including the transportation, food, and lodging necessary for an auditor selected by Authority through a competitive Request for Qualifications process; except that the total cost of said audit shall be borne by Non-Signatory Airline if it has failed to maintain true and complete books, records, accounts, and supportive source documents in accordance with this Resolution or if the audit finds a deficiency greater than five percent (5%). In the event the records as reported in such audit are greater than those reported by Non-Signatory Airline to Authority for the same period, Non-Signatory Airline agrees to pay to Authority immediately any deficiency owed to Authority, together with interest at the rate of fifteen percent (15%) per annum thereon from the date the deficiency was due until paid in full.

XIII. Prohibited Acts

- A. A Non-Signatory Airline shall not use or permit the use by parties authorized by the Non-Signatory Airline of the space or facilities of the Terminal, the Aircraft Parking Positions, or the Airfield for any purpose other than those authorized hereby and shall not do or permit to be done anything that would affect the tax-exempt status of Airport Revenue Bonds.
- B. Neither the Authority, nor any Non-Signatory Airline affected by this Resolution will discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the use of any of the facilities provided for the public at the Airport.

- C. A Non-Signatory Airline shall not do, or permit its officers, agents, employees, contractors, licensees or invitees to do, anything that will endanger the life, health or well being of any person, damage or threaten to cause damage to any real or personal property, including property of the Airport or the Authority, or fail to take any action required of it by the terms of this Resolution or by the Authority's Rules and Regulations.
- D. Non-Signatory Airline shall, in its conduct of Air Transportation at the Airport, furnish services to the public on a reasonable and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that Non-Signatory Airline shall have the right to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

XIV. Insurance -- Indemnity

- A. Each Non-Signatory Airline during the term hereof commercial Aviation Liability and auto liability insurance for claims for property damage, bodily injury, or death resulting from Non-Signatory Airline's activities at the Airport in amounts not less than those specified herein. Each such policy shall be provided by financially sound insurance companies of recognized responsibility and shall be evidenced by a certificate of coverage kept current and on file with the Authority. Each such policy shall name the Authority as an additional insured and provide that it may not be adversely or materially changed, altered, or canceled by the insured or the insurer during its term without first giving the Authority thirty (30) days written notice in advance.
- B. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Non-Signatory Airline's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Non-Signatory Airline's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Non-Signatory Airline's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Non-Signatory Airline, its officers, agents or employees in its operations at the Airport.
- C. Insurance for aviation liability:
 - i. in an amount not less than one hundred million dollars (\$100,000,000) per occurrence, combined single limit and passenger personal injury not less than twenty-five million dollars (\$25,000,000) per occurrence and in the annual aggregate with respect to non-passenger personal injury for airlines operating aircraft of sixty (60) seats or more;
 - ii. Not less than seventy-five million dollars (\$75,000,000) per occurrence and passenger personal injury not less than twenty-five million dollars (\$25,000,000) per occurrence and in the annual aggregate with respect to non-passenger personal injury for airlines operating aircraft of between twenty (20) and fifty-nine (59) seats;
 - iii. Not less than forty-five million dollars (\$45,000,000) for airlines per occurrence and passenger personal injury not less than twenty-five million dollars (\$25,000,000)

per occurrence and in the annual aggregate with respect to non-passenger personal injury operating aircraft of nineteen (19) or fewer seats.

- D. Insurance limits for auto liability insurance covering owned, hired and non-owned vehicles used and operated by Non-Signatory Airline shall be subject to a limit of liability of not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate.
- E. Non-Signatory Airline shall purchase and maintain during the term Workman's compensation insurance as required by Montana law.
- F. Non-Signatory Airline shall purchase such other insurance as is required by Montana State law for Air Transportation Companies operating in the State of Montana.
- G. A Non-Signatory Airline will be deemed by its use of the Airport or any portion thereof, to have agreed to indemnify, defend and hold harmless the Authority, its members, officers, agents, employees and contractors from and against any and all claims, action, demands, suits, judgments, fines, damages, loss and liability, together with all costs and expenses incidental to the investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert's fees) of any nature whatsoever, which may be incurred by, charged to or recovered from the foregoing arising out of or incident to the Non-Signatory Airline's use of the Airport or the acts or omissions of the Non-Signatory Airline's officers, agents, employees, contractors, licensees or invitees, regardless of where the injury, death or damage may have occurred, or arising from or based upon the violation or alleged violation of this Resolution or any Federal, State or Local laws, statutes, ordinances or rules or regulations by the Non-Signatory Airline, its officers, agents, employees, contractors, licensees or invitee. The Authority will give the Non-Signatory Airline prompt notice of any such claims or actions.

These provisions shall have no application to claims, actions, damages, loss or liability which are caused solely by the negligent or willful acts or omissions of the Authority, its members, officers, agents, employees, or contractors.

XV. Environmental, Health, and Safety Compliance

- A. As a condition of its operation at the Airport, Non-Signatory Airline shall ensure that its operations, equipment, and premises at the Airport shall comply with all applicable federal, state, and local environmental, health, and safety laws and regulations (collectively referred to herein as "environmental" regulations or requirements) and requirements in applicable permits. Non-Signatory Airline shall comply with all applicable conditions and requirements in environmental permits, licenses, orders, or agreements whether held by it or by the Authority.
- B. Federal, state, and local environmental regulatory agencies have authority to conduct inspection of Airport, and Non-Signatory Airline shall cooperate with Authority and such agencies to facilitate inspections, and to make non-confidential records available to such agencies as required by law.
- C. Non-Signatory Airline shall allow inspections and audits to be conducted by Authority, its contractors, or consultants, for the purpose of determining whether Non-Signatory Airline's and Airport's operations and facilities are in compliance with applicable environmental laws

and regulations. Non-Signatory Airline agrees to make available to Authority, its contactors or consultants, non-confidential records that may be reasonably required to assist in such inspections and audits. Authority agrees to provide reasonable advance notice of said inspections or audits, provide an opportunity for Non-Signatory Airline to accompany Authority, provide an opportunity for split samples should sampling be required, and provide the opportunity for Non-Signatory Airline to provide input to Authority in regard to any findings.

XVI. Hazardous Substances – Pollution Liability

- A. For purposes of this Resolution, "Hazardous Substances" means asbestos and 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 law, or any similar federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
- B. Non-Signatory Airline will not produce, handle, store, release, or dispose of hazardous substances on Airport except as expressly authorized by prior written permission from Authority. Failure of Non-Signatory Airline to abide by the terms of this paragraph may be restrained by injunction.
- C. Non-Signatory Airline will give written notice to the Authority before storing, using, or disposing of any Hazardous Substances on the Airport. The notice will identify the Hazardous Substance, describe the manner in which it will be stored, used, or disposed of, and describe the manner in which any excess quantities of the Hazardous Substance or byproducts arising from the Hazardous Substance will be disposed of by Non-Signatory Airline. If Authority objects to the storage, use, or disposal of a Hazardous Substance on the Airport, it may demand that Non-Signatory Airline refrain from or cease the activity objected to and may demand that Non-Signatory Airline take any appropriate steps to remove the Hazardous Substance from the Leased Property.
- D. All Hazardous Substances on the Airport will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances.
- E. Non-Signatory Airline must notify Authority of any of the following by Non-Signatory Airline: (1) spills that are required under applicable environmental laws to be reported to governmental authorities (above de minimis quantities that are not immediately and fully cleaned up), (2) notices received from any third party to Non-Signatory Airline regarding breaches by Non-Signatory Airline of any nature of any environmental laws or regulations at the Airport, (3) disposal or release of Hazardous Substances on the Airport by Non-Signatory Airline (unless said release is in conformance with environmental laws), (4) any discovery of Hazardous Substances released on the Airport, or (5) of any notice received that was sent by a governmental authority or private party alleging that a disposal or release of Hazardous Substances on the Airport may have occurred. Non-Signatory Airline will promptly deliver to Authority copies of and provide complete access to any and all non-confidential documents or information in its custody, control or possession, regarding said

incident including any such non-confidential documents or information received from, or submitted by the Non-Signatory Airline to, the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Airport or the operations being conducted on the Airport. Authority agrees to protect all confidential and/or proprietary information to the extent provided in such documents to Authority, except as required by a court of competent jurisdiction or law.

- F. To the full extent permitted by applicable law, the Non-Signatory Airline will defend, indemnify, and hold the Authority 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 attorney fees, arising out of any storage, use, spills, discharges, or releases of Hazardous Substances on the Airport caused by the fault, conduct, act, omission and/or negligence of Non-Signatory Airline and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the Non-Signatory Airline shall continue for as long as the Authority remains responsible for any spills, discharges, or releases of Hazardous Substances. This indemnity shall not apply to the extent said use, spills, discharges, or releases are caused by the fault, conduct, act, omission and/or negligence of the Authority or caused by a third party with whom Non-Signatory Airline had no contractual relationship (including a pre-existing subsurface condition).
- G. If Non-Signatory Airline fails to comply with any applicable environmental laws, regulations or rules, Authority may, after first providing written notice and opportunity for Non-Signatory Airline to address, take necessary measures to ensure compliance with environmental requirements all at Non-Signatory Airline's expense.
- H. Upon termination of its operations at the Airport, the Non-Signatory Airline will remove or remediate Hazardous Substances released or deposited on Airport, including in the soil and groundwater, by Non-Signatory Airline and/or its employees, agents, contractors, guests and/or invitees such that it conforms with applicable clean-up requirements under applicable environmental laws.
- I. The provisions of this paragraph will survive any termination Non-Signatory Airline's operations at the Airport.

ADOPTED this 28th day of June, 2022 by the MISSOULA COUNTY AIRPORT AUTHORITY BOARD OF COMMISSIONERS.

MISSOULA COUNTY AIRPORT AUTHORITY

ATTEST:

Chair Adriane Beck

Vice Chair Larry Anderson

APPROVED AS TO FORM AND CONTENT

Carolynn Fagan, Legal Counsel

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: June 28, 2022

1. **TITLE:** Award of RFP for Waste Disposal and Recycling Services

Review, discussion, and possible award of RFP for Waste Disposal and Recycling Services at the Airport.

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 the spring, the Public Service Commission approved L&L Site Services as a waste disposal provider for Missoula County. Prior to that, Republic Services had been the sole provider of those services and therefore there was no competition. Staff published a Request for Proposals (RFP) for both Waste Disposal and Recycling services on May 19, 2022. Responses were received from both providers on or before the deadline of June 15, 2022. The RFP specifically stated that the airport may choose to have different vendors for waste disposal and recycling and that vendors should price accordingly. A staff committee of Brian Ellestad, Tim Damrow, Lynn Fagan, Thad Williams and Nate Cole is reviewing the proposals and will discuss on Monday in order to have a recommendation for the Board at the meeting.

5. **BUDGET INFORMATION:** Planned for in FY2023 Budget

6. **SUPPLEMENTAL AGENDA INFORMATION:** None

7. **RECOMMENDED MOTION:** Staff will present a recommendation at the Board meeting.

8. **PREPARED BY:** Lynn Fagan, Administrative Manager

9. **COMMITTEE REVIEW:** None.

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: June 28, 2022

1. **TITLE:** Recommendation of Award for the Deice Apron Expansion Project.

Review, discussion and possible approval of the bid results for the construction of the Deice Apron Expansion Project. **ACTION ITEM**

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

3. **TIME REQUIRED:** 10 Minutes

4. **BACKGROUND INFORMATION:** The Airport received and publicly opened bids for the Deice Apron Expansion Project June 8, 2022. Only one bid was received (see attached for breakdown) and it was vetted by Morrison-Maierle and considered to be a reasonable and responsible bid.

The low bid (\$7,054,648) was 4.7% higher than the Engineer's Estimate (\$6,737,250). While there were a number of bid items that were higher and lower than the Engineer's Estimate, the primary difference is found in one bid item (#135 – P-501 Concrete Pavement). This bid item came in 52% higher than the Engineer's Estimate. This cost was reflective of significant increases in steel, increases in some of the chemicals used in the admixtures and curing compounds, as well as a shortage in cement.

5. **BUDGET INFORMATION:**
- | | |
|------------------|-------------|
| Amount Required: | \$7,054,648 |
| AIP Funds: | \$6,349,183 |
| MSO Share: | \$705,465 |

6. **SUPPLEMENTAL AGENDA INFORMATION:** Bid Tabulations

7. **RECOMMENDED MOTION:** Move to accept the Deice Apron Expansion Project bid results and award construction to Knife River in the amount of \$7,054,648 contingent on the availability of federal funding.

8. **PREPARED BY:** Brian Ellestad

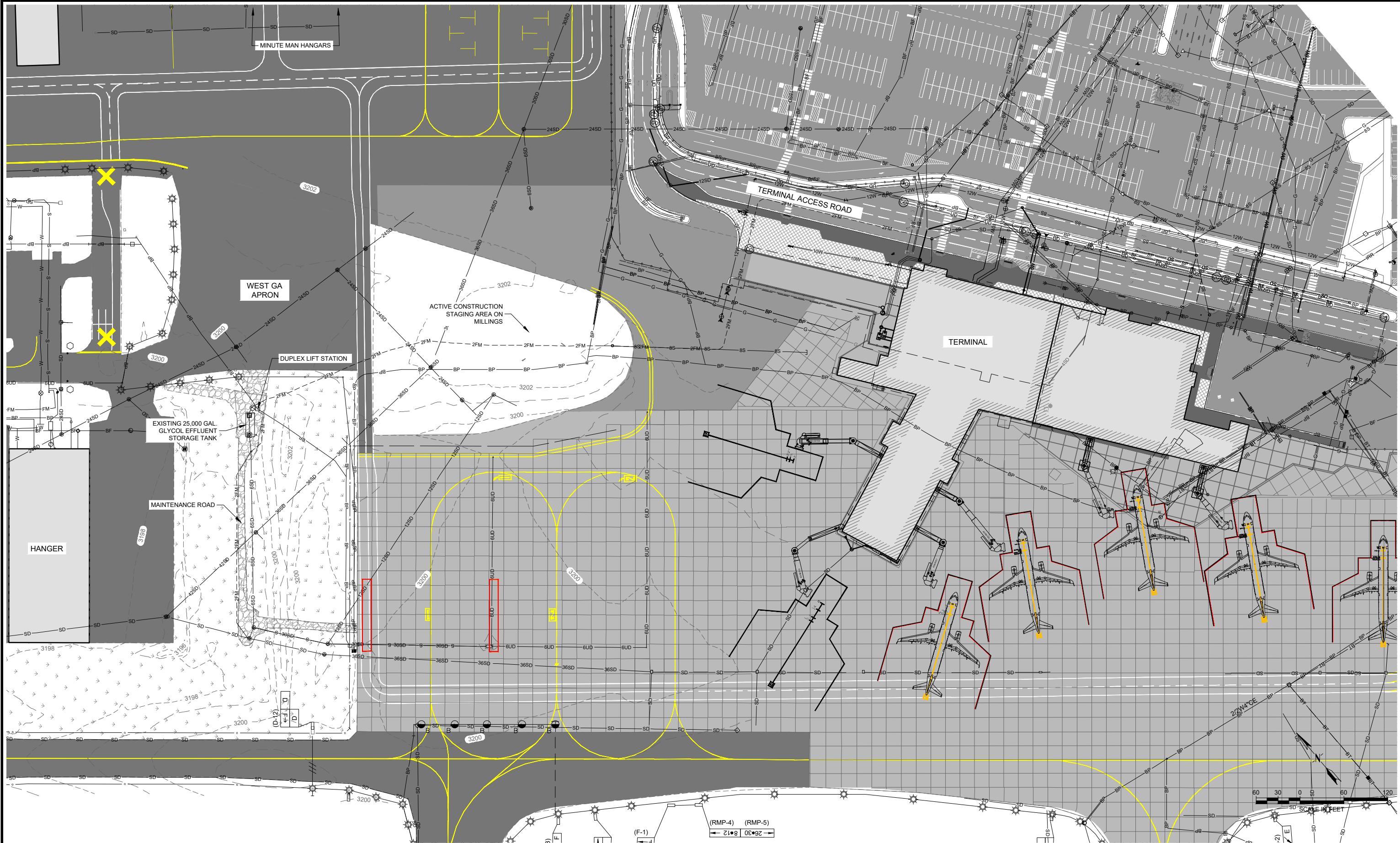
9. **COMMITTEE REVIEW:** None.



DEICE APRON EXPANSION PROJECT
BID OPENING: JUNE 8, 2022



Item No.	Spec. No.	Item Description	Unit	Quantity	Engineer's Estimate		Knife River	
					Unit Price	Total Price	Unit Price	Total Price
101	C-105-7.1	MOBILIZATION (MAX 10% OF SCHEDULE I)	LS	1	\$545,000.00	\$545,000.00	\$242,000.00	\$242,000.00
102	C-105-7.2	TRAFFIC CONTROL (MAX 5% OF SCHEDULE I)	LS	1	\$30,000.00	\$30,000.00	\$87,000.00	\$87,000.00
103	C-102-5.1	EROSION CONTROL, SWPPP	LS	1	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00
104	P-101-5.1	REMOVE EXISTING PAVEMENT	SY	3000	\$12.00	\$36,000.00	\$9.50	\$28,500.00
105	P-101-5.2	COLD MILLING	SY	3060	\$6.00	\$18,360.00	\$4.00	\$12,240.00
106	P-101-5.3	REMOVE EXISTING PAVEMENT MARKINGS	SF	2060	\$2.00	\$4,120.00	\$2.00	\$4,120.00
107	P-101-5.4	REMOVE 6" GLYCOL GRAVITY LINE	LS	1	\$1,000.00	\$1,000.00	\$9,700.00	\$9,700.00
108	P-101-5.5	REMOVE GLYCOL STRUCTURE, VALVE AND PUMP	EA	1	\$4,600.00	\$4,600.00	\$1,600.00	\$1,600.00
109	P-101-5.6	CAP STORM DRAIN INLET AT SUBGRADE	EA	3	\$1,100.00	\$3,300.00	\$1,500.00	\$4,500.00
110	P-101-5.7	REMOVE EXISTING EDGE LIGHTS	EA	23	\$200.00	\$4,600.00	\$310.00	\$7,130.00
111	P-101-5.8	REMOVE AND RELOCATE AIRFIELD SIGN	EA	1	\$2,000.00	\$2,000.00	\$460.00	\$460.00
112	P-101-5.9	REMOVE AUXILIARY ELECTRICAL CONTROLS	LS	1	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00
113	P-101-5.11	REMOVE ELECTRICAL AIRFIELD LIGHTING CONDUCTORS	LS	1	\$5,000.00	\$5,000.00	\$14,000.00	\$14,000.00
114	P-101-5.12	SAWCUT EXISTING PAVEMENT	LF	620	\$25.00	\$15,500.00	\$14.00	\$8,680.00
115	P-101-5.13	DEMOLITION OF WET WELL EQUIPMENT	LS	1	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00
116	P-101-5.14	DEMOLITION OF EXISTING STORAGE TANK EQUIPMENT	LS	1	\$2,000.00	\$2,000.00	\$2,900.00	\$2,900.00
117	P-101-5.15	REMOVAL OF GLYCOL SYSTEM CONDUCTORS	LF	3100	\$10.00	\$31,000.00	\$2.00	\$6,200.00
118	P-101-5.16	REMOVE STORM DRAIN INLET AND PLUG PIPE	EA	1	\$1,500.00	\$1,500.00	\$410.00	\$410.00
119	P-101-5.17	REMOVE EXISTING 6-INCH EDGE DRAIN	LF	921	\$20.00	\$18,420.00	\$16.00	\$14,736.00
120	P-101-5.18	EXPLORATORY EXCAVATION	HR	30	\$450.00	\$13,500.00	\$290.00	\$8,700.00
121	P-101-5.19	ELECTRICAL CIRCUIT MAPPING	HR	40	\$125.00	\$5,000.00	\$230.00	\$9,200.00
122	Spec. Provisions	WEB-BASED PROJECT MANAGEMENT SOFTWARE	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
123	P-151-4.1	CLEARING AND GRUBBING (4")	AC	2.3	\$2,400.00	\$5,520.00	\$7,800.00	\$17,940.00
124	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	13711	\$20.00	\$274,220.00	\$14.00	\$191,954.00
125	P-152-4.2	REMOVE EXISTING MILLINGS	CY	3000	\$20.00	\$60,000.00	\$16.00	\$48,000.00
126	P-152-4.3	ASPHALT MILLINGS PLACEMENT	CY	1070	\$20.00	\$21,400.00	\$17.00	\$18,190.00
127	P-154-5.1	SUBBASE COURSE	CY	4917	\$74.00	\$363,858.00	\$58.00	\$285,186.00
128	P-154-5.2	SEPARATION GEOTEXTILE	SY	19796	\$2.00	\$39,592.00	\$2.50	\$49,490.00
129	P-154-5.3	GEOGRID	SY	19796	\$5.00	\$98,980.00	\$4.50	\$89,082.00
130	P-209-5.1	CRUSHED AGGREGATE BASE COURSE	CY	1392	\$71.00	\$98,832.00	\$65.00	\$90,480.00
131		Omitted			\$0.00	\$0.00	\$0.00	\$0.00
132		Omitted			\$0.00	\$0.00	\$0.00	\$0.00
133	P-401-8.1	ASPHALT SURFACE COURSE	TON	7238	\$91.00	\$658,658.00	\$68.00	\$492,184.00
134	P-401-8.2	ASPHALT BINDER (PG 64-28)	TON	464	\$970.00	\$450,080.00	\$1,300.00	\$603,200.00
135	P-501-8.1	CONCRETE PAVEMENT (16")	SY	15430	\$150.00	\$2,314,500.00	\$228.00	\$3,518,040.00
136	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	TON	1.53	\$990.00	\$1,514.70	\$1,200.00	\$1,836.00
137		Omitted			\$0.00	\$0.00	\$0.00	\$0.00
138	P-610-6.3	25,000 GALLON GLYCOL MIXTURE STORAGE TANK - STEEL REINFORCED POLYETHYLENE	LS	1	\$176,000.00	\$176,000.00	\$202,000.00	\$202,000.00
139	P-605-5.1	JOINT SEALING FILLER	LF	18120	\$38.00	\$688,560.00	\$14.00	\$253,680.00
140	P-620-5.1	AIRFIELD PAVEMENT MARKING - FIRST APPLICATION	SF	3305	\$2.00	\$6,610.00	\$1.50	\$4,957.50
141	P-620-5.2	AIRFIELD PAVEMENT MARKING - SECOND APPLICATION	SF	3305	\$3.00	\$9,915.00	\$1.50	\$4,957.50
142	D-701-5.1	12-INCH RCP STORM DRAIN	LF	470	\$65.00	\$30,550.00	\$70.00	\$32,900.00
143	D-701-5.2	6-INCH SDR 35 PVC GLYCOL SEWER	LF	300	\$98.00	\$29,400.00	\$50.00	\$15,000.00
144	D-701-5.3	2-INCH SCH 40 GLYCOL BYPASS LINE	LS	1	\$1,500.00	\$1,500.00	\$2,600.00	\$2,600.00
145	D-705-5.1	6 INCH PERFORATED UNDERDRAIN PIPE	LF	825	\$37.00	\$30,525.00	\$33.00	\$27,225.00
146	D-705-5.2	6 INCH UNDERDRAIN CLEANOUT	EA	8	\$1,300.00	\$10,400.00	\$1,300.00	\$10,400.00
147	D-705-5.3	UNDERDRAIN CONNECTION TO NEW STORM DRAIN MANHOLE	LS	1	\$520.00	\$520.00	\$990.00	\$990.00
148	D-751-5.1	STORM DRAIN MANHOLE (AIRCRAFT RATED)	EA	2	\$6,200.00	\$12,400.00	\$6,000.00	\$12,000.00
149	D-751-5.2	STORM DRAIN DOGHOUSE MANHOLE	EA	1	\$15,000.00	\$15,000.00	\$5,900.00	\$5,900.00
150	D-751-5.3	60-INCH DIAMETER METER PIT	EA	1	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00
151	D-751-5.4	60-INCH DIAMETER ACTUATED VALVE VAULT	EA	1	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00
152	D-751-5.5	ADJUST STORM DRAIN INLET TO GRADE	EA	5	\$1,500.00	\$7,500.00	\$3,300.00	\$16,500.00
153	02724-5.1	INSPECTION AND ASSESSMENT OF THE GLYCOL SYSTEM EXISTING AND PROPOSED STRUCTURES	LS	1	\$50,000.00	\$50,000.00	\$1,500.00	\$1,500.00
154	02724-5.2	EXISTING 25,000 STORAGE TANK - INSTALL LINER	LS	1	\$50,000.00	\$50,000.00	\$44,000.00	\$44,000.00
155	02724-5.3	EXISTING WET WELL - INSTALL LINER	LS	1	\$50,000.00	\$50,000.00	\$14,000.00	\$14,000.00
156	02724-5.4	PROPOSED 25,000 STORAGE TANK - INSTALL LINER	LS	1	\$50,000.00	\$50,000.00	\$44,000.00	\$44,000.00
157	02724-5.5	PROPOSED METER PIT - INSTALL LINER	LS	1	\$18,000.00	\$18,000.00	\$4,800.00	\$4,800.00
158	02724-5.6	PROPOSED ACTUATOR VALVE VAULT - INSTALL LINER	LS	1	\$28,000.00	\$28,000.00	\$6,700.00	\$6,700.00
159	T-901-5.1	SEEDING	AC	0.78	\$1,000.00	\$780.00	\$1,800.00	\$1,404.00
160	T-905-5.1	TOPSOIL	SY	3800	\$3.00	\$11,400.00	\$1.00	\$3,800.00
161	T-908-5.1	MULCHING	AC	0.78	\$5,700.00	\$4,446.00	\$3,600.00	\$2,808.00
162	L-108-5.1	AIRFIELD LIGHTING CABLE, #8 AWG, 5KV, L-824, TYPE C CABLE INSTALLED IN CONDUIT	LF	5400	\$3.00	\$16,200.00	\$2.00	\$10,800.00
163	L-108-5.2	COUNTERPOISE WIRE #8 AWG, BARE COPPER TYPE C CABLE INSTALLED IN TRENCH	LF	2450	\$4.00	\$9,800.00	\$4.00	\$9,800.00
164	L-110-5.1	2" SCH 40 PVC CONDUIT, INSTALLED IN TRENCH	LF	2290	\$45.00	\$103,050.00	\$14.00	\$32,060.00
165	L-125-5.1	L-861T TAXIWAY EDGE LIGHT ON NEW CAN	EA	16	\$2,000.00	\$32,000.00	\$1,700.00	\$27,200.00
166	L-125-5.2	RELOCATED AIRFIELD GUIDANCE SIGN	EA	1	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00
167	L-125-5.3	L-852T IN-PAVEMENT TAXIWAY EDGE LIGHT ON NEW CAN	EA	8	\$800.00	\$6,400.00	\$5,200.00	\$41,600.00
168	40053-4.1	6-INCH ECCENTRIC MANUAL PLUG VALVE	EA	1	\$5,000.00	\$5,000.00	\$2,600.00	\$2,600.00
169	40057-4.2	6-INCH ACTUATED PLUG VALVE	LS	1	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00
170	260519-5.1	DEICE GLYCOL SYSTEM CONDUCTORS	LS	1	\$20,000.00	\$20,000.00	\$98,000.00	\$98,000.00
171	260533-4.1	1" SCH 80 PVC CONDUIT	LF	55	\$15.00	\$825.00	\$13.00	\$715.00
172	260533-4.2	2" SCH 80 PVC CONDUIT	LF	152	\$20.00	\$3,040.00	\$19.00	\$2,888.00
173	260533-4.3	3" SCH 80 PVC CONDUIT	LF	55	\$25.00	\$1,375.00	\$51.00	\$2,805.00
174	260533-4.4	ANSI TIER 22 HANDHOLE 30"x48"x36" DEEP	EA	1	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00
175	406040.03-4.1	2-INCH ELECTROMAGNETIC FLOW METER, COMPLETE	LS	1	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00
176	431080-4.1	PACKAGE PUMP SYSTEM	LS	1	\$30,000.00	\$30,000.00	\$48,000.00	\$48,000.00
177	431080-4.2	GLYCOL SYSTEM CONTROL PANEL	LS	1	\$10,000.00	\$10,000.00	\$57,000.00	\$57,000.00
178	431080-4.3	GLYCOL PUMP CONTROL PANEL	LS	1	\$4,000.00	\$4,000.00	\$25,000.00	\$25,000.00
179	431080-4.4	1/2 PERSON-DAY FOR INSTALLATION ASSISTANCE	LS	1	\$1,000.00	\$1,000.00	\$4,600.00	\$4,600.00
180	431080-4.5	ONE PERSON-DAY FOR CLASSROOM OR JOBSITE TRAINING	LS	1	\$2,000.00	\$2,000.00	\$3,600.00	\$3,600.00
TOTAL						\$6,737,250.70		\$7,054,648.00



<div>VERIFY SCALE AND COLOR! THIS SHEET MAY BE REDUCED AND IS INTENDED TO BE IN COLOR. THE BAR BELOW WILL MEASURE ONE INCH AT ORIGINAL DESIGN SCALE AND RED, GREEN, AND BLUE WILL BE VISIBLE IF REPRODUCED CORRECTLY.</div> <div><div></div><div></div><div></div></div> <div>MODIFY SCALE ACCORDINGLY!</div> <div>PLOTTED BY: TYLER S. REED ON Jun/23/2022</div>	REVISIONS					 <div>Morrison Maierle</div> <div>engineers • surveyors • planners • scientists</div> <div>1055 Mount Avenue, Missoula, MT 59801</div> <div>406.542.8880 • www.m-m.net</div> <div>COPYRIGHT © MORRISON-MAIERLE, 2022</div>	DRAWN BY: <u>TSR</u>	MISSOULA	MISSOULA MONTANA AIRPORT DE-ICE APRON EXPANSION	MONTANA	PROJECT NUMBER 3366.037
	NO. DESCRIPTION BY DATE	SHEET NUMBER 1									
			DRAWING NUMBER								
			106EX-1								

M:13360037 - AC RAMP EXPANSION/EXHIBITS/2022-0623-DEICE APRON - PRE-CONSTRUCTION DWG
PLOTTED BY: TYLER S. REED ON Jun/23/2022



M:\3366037 - AC RAMP EXPANSION\ACAD\EXHIBITS\2022-0623-DEICE APRON - POST-CONSTRUCTION.DWG
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MODIFY SCALE ACCORDINGLY!

REVISIONS			
NO.	DESCRIPTION	BY	DATE



DRAWN BY:	TSR
DSGN. BY:	
APPR. BY:	
DATE:	06/2022
Q.C. REVIEW	
BY:	
DATE:	

MISSOULA	MISSOULA MONTANA AIRPORT DE-ICE APRON EXPANSION	MONTANA
	POST-CONSTRUCTION EXHIBIT	

PROJECT NUMBER	3366.037
SHEET NUMBER	2
DRAWING NUMBER	107EX-2

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: June 28, 2022

1. **TITLE:** Task Order No. 44 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion and possible approval of Task Order No. 44 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for Construction Management Services for the Deice Apron Expansion Project and matters related thereto. **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 10 Minutes
4. **BACKGROUND INFORMATION:** This Task Order for Morrison-Maierle coincides with the bid opening for the Deice Apron Expansion Project. This Task Order will provide on-site observation during construction, as well as survey layout/staking for construction, and project closeout.
5. **BUDGET INFORMATION:** Amount Required: \$398,500 (*5.6% of construction cost*)
AIP Funds: \$358,650
MSO Share: \$39,850
6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 44 Scope and Fee
7. **RECOMMENDED MOTION:** Move to Approve Task Order No. 44 with Morrison-Maierle in the amount of \$398,500 contingent on the completion of an Independent Fee Estimate (IFE) and the availability of federal funding.
8. **PREPARED BY:** Brian Ellestad
9. **COMMITTEE REVIEW:** None.

TASK ORDER-44

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

Task Order

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

SPECIFIC PROJECT DATA

TITLE: DEICE APRON EXPANSION – CONSTRUCTION MANAGEMENT SERVICES AND CLOSEOUT

- I. Objective: Complete the construction management services and project closeout for the Deice Apron Expansion Project. This will consist of an expansion of the Deice Apron, connection to the West GA Ramp to the north, modifications to the TW-D edge lights and an expansion to the existing glycol collection system.

Construction Management Services: Provide services for on-site construction observation for the project. On-site observation will be full time observation covered by the Project Manager and Engineer Technician throughout construction. In addition, Morrison-Maierle will also perform all construction staking and project layout for the Contractor, as well as Quality Assurance testing of materials per FAA requirements.

Project Closeout Services: Provide assistance closing out the grant and project for the Owner. This shall include compiling test results, lien releases, affidavits of amounts paid, DBE, provide record drawings of the completed project and finalize total project costs.

Project Schedule: The project schedule will last 131-calendar days (approximately 5-months). The tentative construction start date is early spring, 2023 with some material procurement happening in the fall/winter of 2022. Project milestones are listed in *Section 3 – Times of Performance*.

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

A. Project Management Services

1. Develop project scope and fee for Task Order. Obtain the services of an accredited, independent materials testing laboratory to perform acceptance testing on P-401 and P-501.
2. Coordinate the Independent Fee Estimate and complete Record of Negotiations for the Task Order.
3. Prepare an application for Federal Assistance and Sponsor Certifications and submit to Helena ADO as funding becomes available.
4. Participate in a Safety Management System (SMS) review of the project.
5. Review the Contractor’s Project Schedule.
6. Process Contractor pay requests (assume 6 total).
7. Prepare a Construction Management Plan. The plan will include the identification of the OWNER’s representative, the testing laboratory, the procedures for testing laboratories, qualifications of

testing personnel, and testing requirements, as required by the versions of the ADO Notices which are in effect as of the date of this Agreement.

8. Coordinate and review Contractor's quality control, field and lab materials testing as required by the project specifications.
9. Review Contractor's Safety Plan Compliance document.
10. Prepare agenda and graphic displays for a Pre-Construction Conference. Conduct conference in accordance with FAA checklist. Attendance will require the Project Manager, Project Engineer and Engineer Intern.
11. Prepare weekly FAA construction observation reports for review by the Owner and FAA. Form 5370-1 will be used and distributed.
12. Review Contractor's and Subcontractor's certified labor payrolls for compliance to Davis-Bacon wage rates and Montana prevailing wage rates. This effort is performed continuously throughout the project.
13. Review shop drawings, samples, certifications, and other submittals of the Contractor for general conformance to the design concept of the Project and for general compliance with the construction contract documents. Such reviews and approvals will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
14. Respond to various Request For Information (RFI) and evaluate/respond to Potential Change Orders (PCO) for the OWNER's approval. ***Change Orders involving additional design and construction management services shall be considered Additional Services.***
15. Maintain project coordination with the Owner, Contractor, ATCT and FAA throughout the life of the project. Ensure milestones and deliverables are meeting expectations and the predetermined project schedule.

B. Construction Management Services – 19 Week Construction Schedule

1. Provide the services of a full-time Resident Project Representative (RPR) at the site to assist the ENGINEER and to provide observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Master Agreement. The furnishing of such RPR services will not extend ENGINEER's responsibilities or authority beyond the specified limits set forth in the Master Agreement. Estimated construction period is ***131-calendar days (93-work days for the project schedule).***

RPR coverage of the construction will be divided between the Project Manager, Engineer Intern and Project Representatives. During concrete and asphalt paving operations, we will have multiple staff on site providing additional construction oversight. Concrete paving oversight includes the construction of the stabilized base course and completing joint preparation. Coverage breaks down as:

BASE SCHEDULE COVERAGE (93-working days)

- Project Manager – 25-working days at 2-hours per day
- Airport Engineering – 25-working days at 2-hours per day
- Engineer Intern – 93-working days at 10-hours per day

CONCRETE PAVING COVERAGE (32-working days)

- Project Manager – 32-working days at 10-hours per day
- Project Engineer – 32-working days at 10-hours per day
- Engineer Intern – already accounted for in base schedule

ASPHALT PAVING COVERAGE (6-working days)

- Project Manager – 6-working days at 10-hours per day
- Project Engineer – 6-working days at 10-hours per day
- Engineer Intern – already accounted for in base schedule

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

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

2. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspection, tests, and approvals. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. ENGINEER shall be entitled to rely on the results of such tests.
3. Provide material acceptance testing for P-401 (Bituminous Pavements) and P-501 (Portland Cement Concrete Pavement) per FAA requirements with an independent testing laboratory. This will be coordinated with a qualified subconsultant.
4. Monitor Contractor operations during construction for general adherence to the construction operations plan. In the event construction activities are not in conformance with the provisions of the construction operations plan, the Contractor and OWNER will be notified verbally and in writing. Failure of the Contractor to take corrective action will result in a Stop Work Order issued to the Contractor until such time as the Contractor takes corrective action. The Stop Work Order will be issued at the direction of the OWNER, through the ENGINEER.
5. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work.
6. Notify the OWNER of permanent work that does not conform to the result required in the construction contract documents, prepare a written report describing any apparent non-conforming permanent work, make recommendations to the OWNER for its correction, and, at the request of the OWNER, have these recommendations implemented by the Contractor.
7. Provide a combination of one-person and two-person survey crew to assist in the layout and construction staking of the project. Survey scope consists of the following:

Survey Control Verification

Existing horizontal and vertical control stations will be recovered and verified for accuracy. Additional horizontal and vertical control points will be established as necessary for layout of the

project. This task also includes effort involved with preparing required survey submittal documents, project setup, and preliminary calculations. ***This work will be completed using a two-person survey crew.***

Construction Limits

Layout of actual extents of construction through initial cut/fill stakes to assist Contractor in delineation of areas and features to be removed and prepped for construction.

Edge Drain, Storm Drain, Glycol System Layout

Reference hub/tack/lath will be provided for each storm drain structure and the overall glycol system. A maximum of two hub and lath will be provided for each sump or inlet, cleanout and offset stakes for any piping will be provided at 25' intervals along the pipe. Lath will be marked with horizontal offset and vertical distance to rim elevation or pipe invert (or other datum per contractor request). Survey report will include identification of structures referenced, offset distances, hub elevation, design structure location, and cut or fill to design point from hub. Approximately 260-LF of schedule-80 PVC pipe, 470-LF SD storm pipe, 300-LF of SD sewer pipe, 825-LF of edge drain pipe, 8 cleanouts, 6 new storm drains, 5 existing storm drain inlets will be raised to new grades, 2 new meter pits/vaults, plus one 25,000-gallon underground collection tank will be installed.

Edge Lighting

Two offset hubs and lath will be provided for placement of medium intensity edge light. The stakes will be marked with the fixture identifier and cut or fill to a design reference elevation. It is anticipated that 16 edge lights, 8 in-pavement lights and 1 splice can will be staked.

Course Verification – Finished Subgrade (P-152)

This work item includes grade verification of subgrade at grid lines and grade breaks. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. A maximum of 450 ground shots are anticipated. A subgrade verification survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. ***This work will be completed using a two-person survey crew.***

Course Verification – Finished Subbase Course (P-154)

This work item includes grade verification of finished subbase course at grid lines and grade breaks. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. A maximum of 450 ground shots are anticipated. A subbase verification survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. ***This work will be completed using a two-person survey crew.***

Course Verification – Finished Base Course (P-209)

This work item includes grade verification of finished base course at grid lines and grade breaks. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. A maximum of 450 ground shots are anticipated. A base course verification survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. ***This work will be completed using a two-person survey crew.***

Course Verification – Stabilized Base Course (P-306)

This work item includes grade verification of finished stabilized base course at grid lines and grade breaks. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. A maximum of 325 ground shots are anticipated. A base course verification survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. ***This work will be completed using a two-person survey crew.***

Course Verification – Finished Pavement Surface (P-401)

This work item includes grade verification of finished asphalt surface course at grid lines and grade breaks. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. A maximum of 125 ground shots are anticipated. A

finished asphalt verification survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. ***This work will be completed using a two-person survey crew.***

Course Verification – Finished Pavement Surface (P-501)

This work item includes grade verification of finished concrete surface course at grid lines and grade breaks. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. A maximum of 325 ground shots are anticipated. A finished concrete verification survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. ***This work will be completed using a two-person survey crew.***

Paving Control

This work includes working the Contractor to set up control for their paving operations. Also includes time to set up millimeter control and pavement lane control using traditional paving techniques.

Safety Area and Shoulder Grading

This item includes effort to provide grade verification of finished safety area and shoulder grading surfaces (prior to placing topsoil). If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. A maximum of 50 ground shots are anticipated. A finished surface verification survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation. ***This work will be completed using a two-person survey crew.***

Pavement Markings Layout

References to design striping layout will be provided on the finish grade. Staking shall reference beginning and ending of line types, geometry points, and points on line for curves. End points for parking positions and safety envelopes shall also be set. The Contractor shall be responsible for snapping string lines to mark parking lot striping. A survey report will not be provided for striping layout.

Construction Inspection Survey

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

8. Promptly after notice from Contractor that Contractor considers each work area ready for its intended use, in company with OWNER and Contractor, conduct a semi-final inspection to determine if the Work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the Work substantially complete, the ENGINEER shall then deliver a Certificate of Substantial Completion to OWNER and Contractor. There will be a walk through at the completion of each construction phase, prior to opening completed areas to parking.
9. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of the ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Task Order.

C. Project Closeout Services

1. Upon 90% completion of the FAA grant, the ENGINEER shall prepare a Grant Closeout Report covering all work items completed under construction and this Task Order. The ENGINEER shall furnish the OWNER with one (1) full size set of record drawings, based on information furnished to the ENGINEER by the Contractor. The ENGINEER shall furnish one (1) copy of the Final Project Report to the OWNER.

2. The construction specifications require the Contractor to perform all tests of materials and to submit a set of marked up as-constructed plans. The Contractor will be responsible for retaining the services of a certified materials testing firm to perform quality control and acceptance testing in accordance with the project specifications. The ENGINEER will utilize the above Contractor-furnished testing data to prepare the Final Project Report.
3. The ENGINEER will also furnish, without restriction, to the OWNER, PDF drawings in electronic media format. Copies of documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
4. Summarize and report DBE achievement for the Missoula Montana Airport.
5. Receive and review maintenance and operating instructions, schedules, and guarantees. Receive bonds, product certificates, certificates of inspection, tests, and approvals, shop drawings, samples and other data required by the construction Contract documents and the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment.
6. Receive bonds, product certificates, certificates of inspection, tests, and approvals, shop drawings, samples and other data required by the construction Contract documents and the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment.
7. Ensure that the Web Based Project Management data is archived so that it is in a retrievable format for the Owner.
8. Due to the timing of the project's completion and the on-going Airport Master Plan, an ALP Update and AGIS Survey will not be completed under this project. Those tasks will be absorbed under the Airport Master Plan instead.

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

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

PHASE	DURATION (Calendar Days)	DESCRIPTION
Phase-1	20-Days	Deice Apron
Phase-2	30-Days	Deice Apron
Phase-3	40-Days	Deice Apron
Phase-4	20-Days	TW-D and Shoulder
Phase-5	20-Days	GA Apron
Phase-6	*0-Days	Glycol System
Phase-7	1-Day	Marking and Striping
Total	131-Days	

**Phase 6 will be ran concurrently with other construction phases
Construction operations are anticipated to begin on April 3, 2023*

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

- A. The approved and audited overhead rate in effect for this Task Order is **80.47%**.

- B. The services identified under this Task Order will be paid by method of not to exceed, **Cost Plus Fixed Fee (CPFF)**. Total compensation for this Task Order is estimated to be:

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
Construction Management	\$319,145	\$79,356	\$398,500

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

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

- A. Tetra Tech – Independent Testing Laboratory

SECTION 7 – OTHER MODIFICATIONS TO MASTER AGREEMENT: None.

SECTION 8 – ATTACHMENTS:

- A. Morrison-Maierle – Engineering Fees

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

The Effective Date of this Task Order is: **June 28, 2022**

ENGINEER

Shaun P. Shea 6.23.22
Signature Date
Shaun P. Shea, P.E.
Name
Vice President, Morrison-Maierle
Title
1055 Mount Avenue, Missoula, MT 59801
Address
sshea@m-m.net
E-Mail Address
(406) 542.4846
Phone

OWNER

Signature Date
Brian Ellestad, A.A.E.
Name
Airport Director, MCAA
Title
5225 Highway 10 W. – Missoula, MT 59808
Address
bellestad@flymissoula.com
E-Mail Address
(406) 728.4381
Phone

TASK ORDER-44
DEICE APRON EXPANSION PROJECT
CONSTRUCTION MANAGEMENT SERVICES



Summary of Professional Service Fees

June 22, 2022

	<u>Labor</u>	<u>Expenses</u>	<u>Total</u>
CONSTRUCTION MANAGEMENT	\$319,145	\$79,356	\$398,500
KNIFE RIVE CONSTRUCTION COST	\$7,126,803.00		
TASK ORDER (as % of CONSTRUCTION COST)	5.59%		

CONSTRUCTION MANAGEMENT SERVICES

WORK DESCRIPTION	PROJECT MANAGER	AIRPORT ENGINEER	ENGINEER INTERN	SURVEY MANAGER	SURVEY TECHNICIAN	2-MAN SURVEY CREW	SR. CAD DESIGNER	ADMIN ASSISTANT	TOTAL LABOR HOURS	TOTAL LABOR COST
PROJECT MANAGEMENT										
Develop Project Scope and Fee	8			4				2	14	\$2,373.24
Coordinate IFE and Record of Negotiations	2								2	\$438.97
Prepare FAA Grant Application	1	4							5	\$757.22
Participate in SMS	4								4	\$877.95
Prepare Construction Management Plan	2	8	16				2	2	30	\$3,520.11
Coordinate and Review Contractor's QCP	1	1	2						4	\$556.35
Review Contractor's Safety Plan Compliance	1	1	2						4	\$556.35
Review Construction Schedule	1								1	\$219.49
Prepare/Conduct Pre-Construction Conference	4	4	2				1	1	12	\$1,811.23
Prepare Weekly FAA Construct Reports (19-weeks)			16						16	\$1,619.43
Review Certified Payrolls								16	16	\$1,316.80
Review Shop Drawings, Material Samples, Certs	8	8	24					8	48	\$5,918.91
Respond to RFIs, PCOs	8	8	16				8	8	48	\$5,995.76
Process Monthly Pay Requests and RFR (6-total)	8							2	10	\$1,920.50
Project Coordination w/ MSO, Contractor, FAA, ATCT	40						8	8	56	\$10,324.45
SUBTOTAL	88	34	78	4	0	0	19	47	270	\$38,206.77
CONSTRUCTION MANAGEMENT										
Construction Observation (93-working days)	50	50	930						1030	\$111,825.30
Concrete Paving Coverage (32-working days)	320	320							640	\$113,254.63
Asphalt Paving Coverage (6-working days)	60	60							120	\$21,235.24
Survey Control Verification			1	1		8	1		11	\$1,583.13
Construction Limits & Demo Staking			1		8		2		11	\$960.67
Storm Drainage and Glycol Layout		2			16		4		22	\$1,987.77
Edge Lighting Layout		1			8		2		11	\$993.89
Course Verification - Finish Subgrade	1	2		1		12	2		18	\$2,710.04
Course Verification - Finish Subbase Course	1	2		1		12	2		18	\$2,710.04
Course Verification - Finish Base Course	1	2		1		12	2		18	\$2,710.04
Course Verification - Finish Stabilized Base Course	1	2		1		8	1		13	\$1,970.27
Course Verification - Finished Pavement Surface	1	2		1		12	2		18	\$2,710.04
Paving Control			1	1	4		2		8	\$754.95
Safety Area and Shoulder Grading		1				8	1		10	\$1,503.16
Pavement Marking Layout		1			4		1		6	\$564.16
Construction Inspection Surveys		1			40		4		45	\$3,766.77
Final Completion Walk-Through	1	1	1					1	4	\$537.44
SUBTOTAL	436	447	934	7	80	72	26	1	2003	\$271,777.54
PROJECT CLOSEOUT										
Closeout Final Report	4	8	24					2	38	\$4,547.16
Prepare Record Drawings in PDF/Electronic Form	1	4	16				4	2	27	\$2,984.53
Summarize DBE Achievement in Final Report		1						2	3	\$299.03
Review final O&Ms	1	1	1						3	\$455.13
Project Archival	1	2					2	2	7	\$874.60
SUBTOTAL	7	16	41	0	0	0	6	8	78	\$9,160.46
TOTAL LABOR HOURS	531	497	1053	11	80	72	51	56	2351	\$319,144.77

SUMMARY OF ESTIMATED LABOR COSTS DEICE APRON EXPANSION PROJECT	HOURS	LABOR RATE	TOTAL COST
PROJECT MANAGER	531	\$219.49	\$116,547.66
AIRPORT ENGINEER	497	\$134.43	\$66,813.51
ENGINEER INTERN	1053	\$101.21	\$106,578.62
SURVEY MANAGER	11	\$113.19	\$1,245.04
SURVEY TECHNICIAN	80	\$79.73	\$6,378.11
2-MAN SURVEY CREW	72	\$157.24	\$11,321.15
SR. CAD DESIGNER	51	\$110.82	\$5,651.87
ADMIN ASSISTANT	56	\$82.30	\$4,608.81
TOTAL LABOR COSTS	2351		\$319,144.77

SUMMARY OF DIRECT EXPENSES DEICE APRON EXPANSION PROJECT	QTY	UNIT	RATE	TOTAL COST
Vehicle (Company)	2000	Mile	\$0.67	\$1,340.00
Survey Supplies	1	Lump Sum	\$500.00	\$500.00
Survey Equipment	16	Day	\$240.00	\$3,840.00
Printing	1000	Each	\$0.15	\$150.00
Miscellaneous	1	Lump Sum	\$243.00	\$243.00
TOTAL - DIRECT EXPENSES				\$6,073.00

OUTSIDE SERVICES (SUBCONSULTANTS) DEICE APRON EXPANSION PROJECT	QTY	UNIT	RATE	TOTAL COST
Tetra Tech (Independent Testing Lab)	1	Lump Sum	\$24,500.00	\$24,500.00
TOTAL - OUTSIDE SERVICES				\$24,500.00

FEE SUMMARY DEICE APRON EXPANSION PROJECT	
TOTAL LABOR COSTS	\$319,145
TOTAL DIRECT EXPENSES	\$6,073
TOTAL COSTS	<u>\$325,218</u>
FIXED FEE	\$48,783
TOTAL OUTSIDE SERVICES	\$24,500
TOTAL FEE - CONSTRUCTION MANAGEMENT SERVICES	\$398,500

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: June 28, 2022

1. **TITLE:** Task Order 'E' to the Master Agreement for Professional Planning Services with Morrison-Maierle.

Review, discussion and possible approval of Task Order 'E' to the Master Agreement for Professional Planning Services with Morrison-Maierle. This Task Order will be for completing Pruyn Ranch Site Investigations and matters related thereto. **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 10 Minutes
4. **BACKGROUND INFORMATION:** With the Pruyn Family no longer leasing the southern fields on Airport property, they have started deconstructing their farming facilities and operations. After decades of farming operations, there are concerns about potential environmental issues on the property.

As a result, this Task Order will complete a Phase-1 environmental site assessment (ESA) on the land that Pruyn leased. The ESA will include site reconnaissance, interviews with persons knowledgeable with the site, ownership review, regulatory records search and review of regional and site physical environment. A report summarizing findings and recommendations for additional investigative or remedial action will be created at the end of this project.

Morrison-Maierle will subcontract with Tetra Tech to assist in completing the Phase-1 report.
5. **BUDGET INFORMATION:** Amount Required: \$9,750.00
Budget amount available: General Reserves
6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order 'E' Scope and Fee
7. **RECOMMENDED MOTION:** Move to Approve Task Order 'E' with Morrison-Maierle in the amount of \$9,750.00.
8. **PREPARED BY:** Brian Ellestad
9. **COMMITTEE REVIEW:** None.

TASK ORDER-E

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

Task Order

This Task Order is issued under the Master Agreement for Professional Planning Services between OWNER, Missoula County Airport Authority (MCAA) and ENGINEER, Morrison-Maierle (M-M) dated June 29, 2021, the terms of which are incorporated herein by reference.

SPECIFIC PROJECT DATA

TITLE: PRUYN RANCH SITE INVESTIGATIONS

- I. Objective: To complete a Phase-1 environmental site assessment on the Pruyn Ranch.

Planning Services: The scope of services will conduct a Phase-1 environmental site assessment (ESA) of the Pruyn Ranch on the southeastern portion of Airport Property.

Deliverables: Findings from the Phase-1 ESA will be summarized in a report that will give an assessment of the property vacated by the Pruyn Family, as well as any possible recommendations for additional investigative or remedial action work as necessary.

Project Schedule: The project schedule will last approximately 2-months. The project is anticipated to begin in mid-summer and be complete by the fall.

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

A. Phase-1 Environmental Site Assessment

1. Develop project scope, fee, schedule and obtain subconsultant services for the Task Order.
2. Coordinate site access and Phase-1 ESA tasks with the Airport.
3. Complete Phase-1 ESA which will include an evaluation of historic environmental conditions. The Phase-1 will be conducted in accordance with the American Society of Testing Materials (ASTM) E1527-13 and U.S. Environmental Protection Agency (EPA) All Appropriate Inquiry (AAI). It will include site reconnaissance, interviews with persons knowledgeable with the Site, ownership review, regulatory records search for known releases in the area, and review of regional and site physical environment.
4. A legal boundary survey, typical with a Phase-1, is not included with this scope of work.
5. Geotechnical work is not included with this scope of work. If necessary, follow on work will be defined in the ESA final report.
6. Coordinate, prepare and submit a final report summarizing discoveries and recommendations for the Airport.

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

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

1. The project will begin shortly after board approval of this task order. It will take approximately 2-months to conduct all site evaluations and produce a final report to review with the Airport.

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

- A. The approved and audited overhead rate in effect for this Task Order is **80.47%**.
- B. The services identified under this Task Order will be paid by method of Lump Sum (LS). Total compensation for this Task Order is estimated to be:

	<u>Labor</u>	<u>Expense*</u>	<u>Total</u>
Task Order 'E'	\$4,693	\$5,057	\$9,750

**Expenses: Expenses also include all subcontractor fees associated with Planning Services. Refer to the fee attachment for detailed breakdown.*

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

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

- A. Tetra Tech – Environmental Specialist

SECTION 7 – ATTACHMENTS:

- A. Morrison-Maierle – Engineering Fees

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

The Effective Date of this Task Order is: **June 28, 2022**

ENGINEER

Shaun P. Shea 06.16.22
Signature Date

Shaun P. Shea, P.E.
Name

Vice President, Morrison-Maierle, Inc.
Title

1055 Mount Avenue, Missoula, MT 59808
Address

sshea@m-m.net
E-Mail Address

(406) 542-4846
Phone

OWNER

Signature Date

Brian Ellestad, A.A.E.
Name

Airport Director, MCAA
Title

5225 Highway 10 W. – Missoula, MT 59808
Address

bellestad@flymissoula.com
E-Mail Address

(406) 728-4381
Phone

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TASK ORDER 'E'
PRUYN RANCH PHASE-1 ESA



Summary of Professional Service Fees

June 16, 2022

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
PLANNING SERVICES	\$4,693	\$842	\$5,535
SUBCONSULTANTS	\$0	\$4,215	\$4,215
	<hr/>		
	Project Total		\$9,750
	<hr/>		

PLANNING SERVICES

WORK DESCRIPTION	PROJECT MANAGER	AVIATION PLANNER	AIRPORT ENGINEER	ENGINEER TECHNICIAN	ADMIN ASSISTANT	TOTAL LABOR HOURS	TOTAL LABOR COST
PHASE-1 ESA							
Scoping Meeting w/ Airport	1					1	\$211.05
Develop Task Order, Project Schedule	2				1	3	\$501.22
Coordination w/ Subconsultant	2					2	\$422.10
Coordination w/ Airport and Pruy	4					4	\$844.19
Assist w/ On-Site Evaluations	1			8		9	\$982.22
Quality Assurance Review Phase-1 ESA	2	2	1			5	\$865.53
Compile Final Documentation, Review w/ Airport	2	1	1		2	6	\$866.70
SUBTOTAL	14	3	2	8	3	30	\$4,693.00
TOTAL LABOR HOURS	14	3	2	8	3	30	\$4,693

SUMMARY OF ESTIMATED LABOR COSTS PRUYN RANCH PHASE-1 ESA	HOURS	LABOR RATE	TOTAL COST
PROJECT MANAGER	14	\$211.05	\$2,954.67
AVIATION PLANNER	3	\$157.09	\$471.27
AIRPORT ENGINEER	2	\$129.26	\$258.51
ENGINEER TECHNICIAN	8	\$96.40	\$771.17
ADMIN ASSISTANT	3	\$79.13	\$237.38
TOTAL LABOR COSTS	30		\$4,693.00

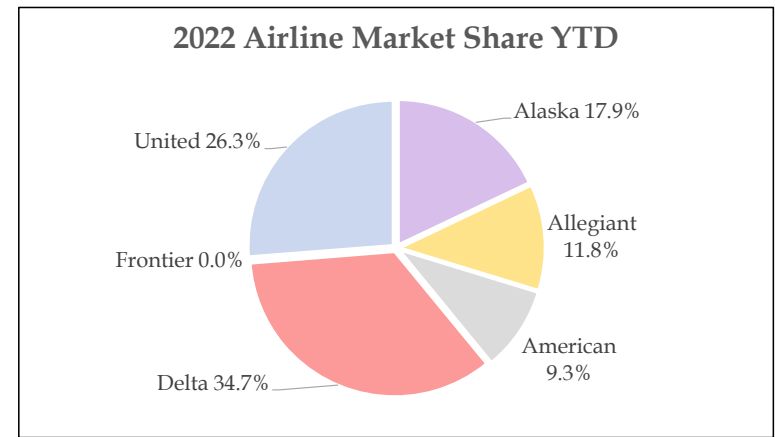
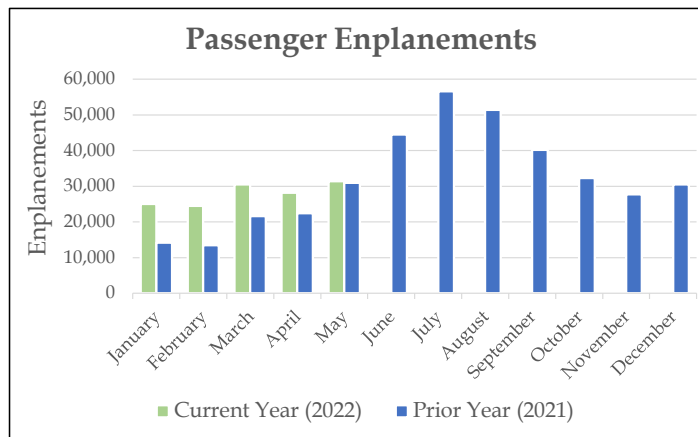
SUMMARY OF DIRECT EXPENSES PRUYN RANCH PHASE-1 ESA	QTY	UNIT	RATE	TOTAL COST
Vehicle (Company)	100	Mile	\$0.70	\$70.00
Printing	500	Each	\$0.10	\$50.00
TOTAL - DIRECT EXPENSES				\$120.00

OUTSIDE SERVICES (SUBCONSULTANTS) PRUYN RANCH PHASE-1 ESA	QTY	UNIT	RATE	TOTAL COST
Tetra Tech	1	Lump Sum	\$4,215.00	\$4,215.00
TOTAL - OUTSIDE SERVICES				\$4,215

FEE SUMMARY PRUYN RANCH PHASE-1 ESA	
TOTAL LABOR COSTS	\$4,693
TOTAL DIRECT EXPENSES	\$120
TOTAL COSTS	<u>\$4,813</u>
FIXED FEE	\$722
TOTAL OUTSIDE SERVICES	\$4,215
TOTAL FEE - SCHEMATIC DESIGN SERVICES	\$9,750

Summary

- Short notice airline schedule reductions due to industry wide rising fuel prices and lack of pilots
- Consistently strong load factors Y/Y
-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	468	560	0	0	0	0	0	0	0	2,656	-5%
	Air Taxi	320	388	427	411	494	0	0	0	0	0	0	0	2,040	28%
	GA	827	1107	1178	1326	1392	0	0	0	0	0	0	0	5,830	28%
	Military	31	22	130	44	47	0	0	0	0	0	0	0	274	-25%
	Civil	1,055	792	1150	1329	1111	0	0	0	0	0	0	0	5,437	67%
	Total	2022	2,799	2,845	3,411	3,578	3,604	0	0	0	0	0	0	16,237	29%
		2021	2,880	2,293	3,638	3,738	4,233	4,977	5,891	5,128	4,650	3,847	2,827	46,435	
Enplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	4,948	5,016	5,201	3,949	5,934	0	0	0	0	0	0	0	25,048	29%
	Allegiant	2,868	3,132	3,939	3,349	3,141	0	0	0	0	0	0	0	16,429	94%
	American	2,387	1,603	2,158	3,213	3,654	0	0	0	0	0	0	0	13,015	28%
	Delta	7,773	8,245	10,893	10,310	11,184	0	0	0	0	0	0	0	48,405	156%
	Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	United	7,039	6,479	8,335	7,317	7,477	0	0	0	0	0	0	0	36,647	147%
	Charters	0	24	0	0	0	0	0	0	0	0	0	0	24	243%
	Total	2022	25,015	24,499	30,526	28,138	31,390	0	0	0	0	0	0	139,568	95%
		2021	14,156	13,483	21,642	22,460	30,966	44,458	56,566	51,385	40,190	32,330	27,712	385,818	
LF	2022	79.7%	84.3%	86.6%	83.2%	81.5%								83.1%	
	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%	
Deplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	4,660	4,923	5,089	3,889	6,343	0	0	0	0	0	0	0	24,904	29%
	Allegiant	2,802	2,867	3,939	3,473	3,282	0	0	0	0	0	0	0	16,363	103%
	American	2,191	1,448	2,013	3,021	3,666	0	0	0	0	0	0	0	12,339	36%
	Delta	7,312	8,349	10,497	10,166	11,404	0	0	0	0	0	0	0	47,728	148%
	Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	United	6,771	6,472	8,205	7,991	8,138	0	0	0	0	0	0	0	37,577	166%
	Charters	0	24	0	0	0	0	0	0	0	0	0	0	24	-79%
	Total	2022	23,736	24,083	29,743	28,540	32,833	0	0	0	0	0	0	138,935	99%
		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	56,678	64,223	0	0	0	0	0	0	0	278,503	97%
	2021	26,716	26,856	42,671	45,355	62,868	91,612	112,708	98,785	78,963	63,064	55,037	61,419	766,054	
T12M			788,089												

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

State of Montana Airline Enplanements

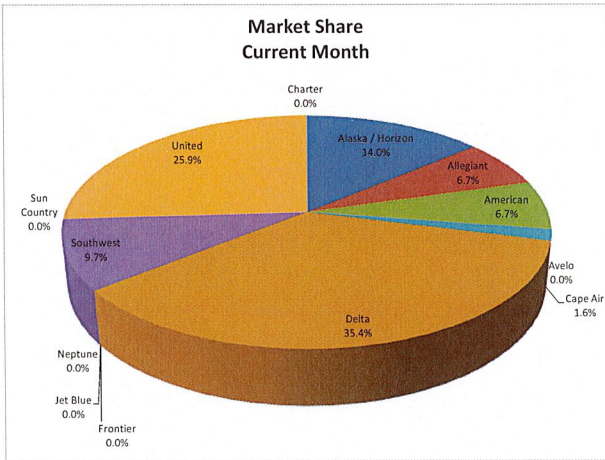
May 2022

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	4,162	3,249	2,118		1,257	11,583						9,195		31,564	8,093
Bozeman	7,394	3,896	4,467			26,872				18,775		17,979		79,383	8,085
Butte						1,115						565		1,680	
Glasgow					179									179	
Glendive					570									570	
Great Falls	1,982	1,264				3,044						5,254		11,544	
Havre					245									245	
Helena	1,883					3,672						2,452		8,007	4,302
Kalispell	5,676	1,365	2,801			10,240						7,119	69	27,270	2,944
Missoula	5,934	3,141	3,654			11,184						7,477		31,390	3,604
Sidney					552									552	
Wolf Point					210									210	
Yellowstone						661								661	
Total	27,031	12,915	13,040	-	3,013	68,371	-	-	-	18,775	-	50,041	69	193,255	27,028
Market Share %	14.0%	6.7%	6.7%	0.0%	1.6%	35.4%	0.0%	0.0%	0.0%	9.7%	0.0%	25.9%	0.0%		

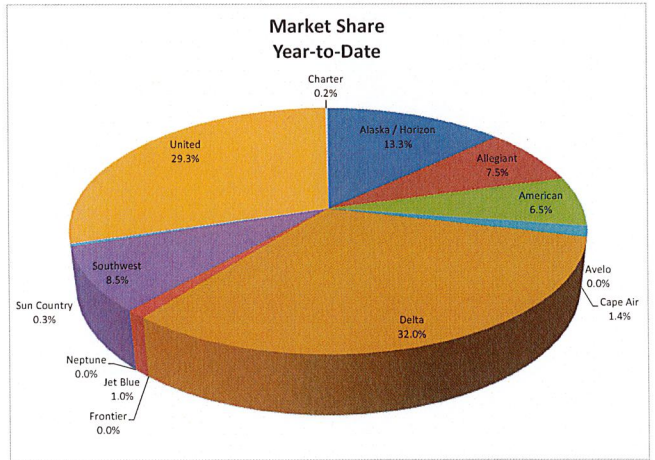
Year-to-Date

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	18,536	15,502	13,043	-	6,175	44,499	-	-	7	-	116	41,309	-	139,187	34,703
Bozeman	40,842	17,764	32,112	-	-	122,671	-	9,776	-	79,497	2,828	118,586	1,372	425,448	45,225
Butte	-	-	-	-	-	5,046	-	-	-	-	-	2,679	-	7,725	-
Glasgow	-	-	-	-	943	-	-	-	-	-	-	-	-	943	-
Glendive	-	-	-	-	1,548	-	-	-	-	-	-	-	-	1,548	-
Great Falls	9,601	10,430	-	-	-	13,077	-	-	-	-	-	20,624	5	53,737	2,499
Havre	-	-	-	-	1,115	-	-	-	-	-	-	-	-	1,115	-
Helena	8,093	-	-	-	-	16,112	-	-	-	-	-	10,493	-	34,698	17,355
Kalispell	22,809	10,231	2,801	-	-	49,807	-	-	-	-	-	44,599	69	130,316	13,321
Missoula	25,048	16,429	13,015	-	-	48,405	-	-	-	-	-	36,647	24	139,568	16,237
Sidney	-	-	-	-	2,704	-	-	-	-	-	-	-	-	2,704	-
Wolf Point	-	-	-	-	1,052	-	-	-	-	-	-	-	-	1,052	-
Yellowstone	-	-	-	-	-	661	-	-	-	-	-	-	-	661	-
Total	124,929	70,356	60,971	-	13,537	300,278	-	9,776	7	79,497	2,944	274,937	1,470	938,702	129,340
Market Share %	13.3%	7.5%	6.5%	0.0%	1.4%	32.0%	0.0%	1.0%	0.0%	8.5%	0.3%	29.3%	0.2%		

Market Share
Current Month



Market Share
Year-to-Date



STATE TOTAL

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	105,714	98,981	204,695	204,695	178,518	173,999	352,517	352,517	68.9%	75.8%	72.2%	72.2%
FEB	109,823	109,558	219,381	424,076	179,469	179,191	358,660	711,177	63.4%	63.6%	63.5%	67.7%
MAR	154,541	151,695	306,236	730,312	217,195	209,429	426,624	1,137,801	40.5%	38.1%	39.3%	55.8%
APR	132,611	132,831	265,442	995,754	170,265	169,166	339,431	1,477,232	28.4%	27.4%	27.9%	48.4%
MAY	174,503	183,898	358,401	1,354,155	193,255	204,443	397,698	1,874,930	10.7%	11.2%	11.0%	38.5%
JUN	267,651	284,518	552,169	1,906,324	-	-	-	1,874,930	-100.0%	-100.0%	-100.0%	-1.6%
JUL	343,847	343,062	686,909	2,593,233	-	-	-	1,874,930	-100.0%	-100.0%	-100.0%	-27.7%
AUG	324,618	302,846	627,464	3,220,697	-	-	-	1,874,930	-100.0%	-100.0%	-100.0%	-41.8%
SEP	244,311	239,295	483,606	3,704,303	-	-	-	1,874,930	-100.0%	-100.0%	-100.0%	-49.4%
OCT	201,419	188,356	389,775	4,094,078	-	-	-	1,874,930	-100.0%	-100.0%	-100.0%	-54.2%
NOV	161,568	160,560	322,128	4,416,206	-	-	-	1,874,930	-100.0%	-100.0%	-100.0%	-57.5%
DEC	185,652	195,562	381,214	4,797,420	-	-	-	1,874,930	-100.0%	-100.0%	-100.0%	-60.9%
	2,406,258	2,391,162			938,702	936,228						

BILLINGS

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	17,962	17,584	35,546	35,546	25,611	24,708	50,319	50,319	42.6%	40.5%	41.6%	41.6%
FEB	17,594	17,365	34,959	70,505	25,459	25,135	50,594	100,913	44.7%	44.7%	44.7%	43.1%
MAR	27,231	27,196	54,427	124,932	29,370	29,743	59,113	160,026	7.9%	9.4%	8.6%	28.1%
APR	25,413	26,315	51,728	176,660	27,183	28,161	55,344	215,370	7.0%	7.0%	7.0%	21.9%
MAY	31,850	32,938	64,788	241,448	31,564	31,564	63,128	278,498	-0.9%	-4.2%	-2.6%	15.3%
JUN	39,545	41,617	81,162	322,610	-	-	-	278,498	-100.0%	-100.0%	-100.0%	-13.7%
JUL	44,248	44,441	88,689	411,299	-	-	-	278,498	-100.0%	-100.0%	-100.0%	-32.3%
AUG	40,965	40,567	81,532	492,831	-	-	-	278,498	-100.0%	-100.0%	-100.0%	-43.5%
SEP	33,290	33,278	66,568	559,399	-	-	-	278,498	-100.0%	-100.0%	-100.0%	-50.2%
OCT	33,916	32,986	66,902	626,301	-	-	-	278,498	-100.0%	-100.0%	-100.0%	-55.5%
NOV	31,593	32,268	63,861	690,162	-	-	-	278,498	-100.0%	-100.0%	-100.0%	-59.6%
DEC	31,122	31,608	62,730	752,892	-	-	-	278,498	-100.0%	-100.0%	-100.0%	-63.0%
	374,729	378,163			139,187	139,311						

BOZEMAN

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	44,605	42,001	86,606	86,606	83,551	83,492	167,043	167,043	87.3%	98.8%	92.9%	92.9%
FEB	49,351	49,732	99,083	185,689	84,977	86,119	171,096	338,139	72.2%	73.2%	72.7%	82.1%
MAR	68,033	65,672	133,705	319,394	105,959	100,257	206,216	544,355	55.7%	52.7%	54.2%	70.4%
APR	50,622	47,812	98,434	417,828	71,578	68,453	140,031	684,386	41.4%	43.2%	42.3%	63.8%
MAY	63,263	68,705	131,968	549,796	79,383	85,762	165,145	849,531	25.5%	24.8%	25.1%	54.5%
JUN	108,679	115,148	223,827	773,623	-	-	-	849,531	-100.0%	-100.0%	-100.0%	9.8%
JUL	138,920	138,435	277,355	1,050,978	-	-	-	849,531	-100.0%	-100.0%	-100.0%	-19.2%
AUG	132,109	122,866	254,975	1,305,953	-	-	-	849,531	-100.0%	-100.0%	-100.0%	-34.9%
SEP	98,287	96,975	195,262	1,501,215	-	-	-	849,531	-100.0%	-100.0%	-100.0%	-43.4%
OCT	81,386	74,806	156,192	1,657,407	-	-	-	849,531	-100.0%	-100.0%	-100.0%	-48.7%
NOV	59,054	58,462	117,516	1,774,923	-	-	-	849,531	-100.0%	-100.0%	-100.0%	-52.1%
DEC	79,390	85,878	165,268	1,940,191	-	-	-	849,531	-100.0%	-100.0%	-100.0%	-56.2%
	973,699	966,492			425,448	424,083						

BUTTE

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	901	809	1,710	1,710	1,483	1,443	2,926	2,926	64.6%	78.4%	71.1%	71.1%
FEB	838	779	1,617	3,327	1,613	1,589	3,202	6,128	92.5%	104.0%	98.0%	84.2%
MAR	1,120	927	2,047	5,374	1,595	1,631	3,226	9,354	42.4%	75.9%	57.6%	74.1%
APR	1,106	1,181	2,287	7,661	1,354	1,482	2,836	12,190	22.4%	25.5%	24.0%	59.1%
MAY	1,401	1,404	2,805	10,466	1,680	1,958	3,638	15,828	19.9%	39.5%	29.7%	51.2%
JUN	1,579	1,595	3,174	13,640	-	-	-	15,828	-100.0%	-100.0%	-100.0%	16.0%
JUL	1,766	1,720	3,486	17,126	-	-	-	15,828	-100.0%	-100.0%	-100.0%	-7.6%
AUG	1,586	1,404	2,990	20,116	-	-	-	15,828	-100.0%	-100.0%	-100.0%	-21.3%
SEP	1,286	1,261	2,547	22,663	-	-	-	15,828	-100.0%	-100.0%	-100.0%	-30.2%
OCT	1,557	1,411	2,968	25,631	-	-	-	15,828	-100.0%	-100.0%	-100.0%	-38.2%
NOV	1,712	1,646	3,358	28,989	-	-	-	15,828	-100.0%	-100.0%	-100.0%	-45.4%
DEC	1,744	1,867	3,611	32,600	-	-	-	15,828	-100.0%	-100.0%	-100.0%	-51.4%
	16,596	16,004			7,725	8,103						

GLASGOW

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	198	171	369	369	212	197	409	409	7.1%	15.2%	10.8%	10.8%
FEB	171	156	327	696	201	203	404	813	17.5%	30.1%	23.5%	16.8%
MAR	241	244	485	1,181	237	236	473	1,286	-1.7%	-3.3%	-2.5%	8.9%
APR	277	258	535	1,716	114	121	235	1,521	-58.8%	-53.1%	-56.1%	-11.4%
MAY	300	305	605	2,321	179	202	381	1,902	-40.3%	-33.8%	-37.0%	-18.1%
JUN	331	317	648	2,969	-	-	-	1,902	-100.0%	-100.0%	-100.0%	-35.9%
JUL	337	325	662	3,631	-	-	-	1,902	-100.0%	-100.0%	-100.0%	-47.6%
AUG	332	304	636	4,267	-	-	-	1,902	-100.0%	-100.0%	-100.0%	-55.4%
SEP	294	279	573	4,840	-	-	-	1,902	-100.0%	-100.0%	-100.0%	-60.7%
OCT	310	291	601	5,441	-	-	-	1,902	-100.0%	-100.0%	-100.0%	-65.0%
NOV	274	258	532	5,973	-	-	-	1,902	-100.0%	-100.0%	-100.0%	-68.2%
DEC	265	258	523	6,496	-	-	-	1,902	-100.0%	-100.0%	-100.0%	-70.7%
	3,330	3,166			943	959						

GLENDALE

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	117	147	264	264	146	175	321	321	24.8%	19.0%	21.6%	21.6%
FEB	116	97	213	477	166	157	323	644	43.1%	61.9%	51.6%	35.0%
MAR	144	141	285	762	246	226	472	1,116	70.8%	60.3%	65.6%	46.5%
APR	164	171	335	1,097	420	416	836	1,952	156.1%	143.3%	149.6%	77.9%
MAY	217	182	399	1,496	570	533	1,103	3,055	162.7%	192.9%	176.4%	104.2%
JUN	202	220	422	1,918	-	-	-	3,055	-100.0%	-100.0%	-100.0%	59.3%
JUL	241	207	448	2,366	-	-	-	3,055	-100.0%	-100.0%	-100.0%	29.1%
AUG	190	175	365	2,731	-	-	-	3,055	-100.0%	-100.0%	-100.0%	11.9%
SEP	186	180	366	3,097	-	-	-	3,055	-100.0%	-100.0%	-100.0%	-1.4%
OCT	196	198	394	3,491	-	-	-	3,055	-100.0%	-100.0%	-100.0%	-12.5%
NOV	167	160	327	3,818	-	-	-	3,055	-100.0%	-100.0%	-100.0%	-20.0%
DEC	199	176	375	4,193	-	-	-	3,055	-100.0%	-100.0%	-100.0%	-27.1%
	2,139	2,054			1,548	1,507						

GREAT FALLS

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	6,286	6,524	12,810	12,810	9,570	9,327	18,897	18,897	52.2%	43.0%	47.5%	47.5%
FEB	6,484	6,355	12,839	25,649	9,777	9,616	19,393	38,290	50.8%	51.3%	51.0%	49.3%
MAR	9,089	9,105	18,194	43,843	11,282	11,400	22,682	60,972	24.1%	25.2%	24.7%	39.1%
APR	9,595	10,626	20,221	64,064	11,564	11,759	23,323	84,295	20.5%	10.7%	15.3%	31.6%
MAY	12,094	13,082	25,176	89,240	11,544	12,011	23,555	107,850	-4.5%	-8.2%	-6.4%	20.9%
JUN	14,683	15,594	30,277	119,517	-	-	-	107,850	-100.0%	-100.0%	-100.0%	-9.8%
JUL	16,333	16,678	33,011	152,528	-	-	-	107,850	-100.0%	-100.0%	-100.0%	-29.3%
AUG	15,318	15,279	30,597	183,125	-	-	-	107,850	-100.0%	-100.0%	-100.0%	-41.1%
SEP	12,856	12,681	25,537	208,662	-	-	-	107,850	-100.0%	-100.0%	-100.0%	-48.3%
OCT	11,666	11,528	23,194	231,856	-	-	-	107,850	-100.0%	-100.0%	-100.0%	-53.5%
NOV	10,075	9,780	19,855	251,711	-	-	-	107,850	-100.0%	-100.0%	-100.0%	-57.2%
DEC	10,669	10,574	21,243	272,954	-	-	-	107,850	-100.0%	-100.0%	-100.0%	-60.5%
	135,148	137,806			53,737	54,113						

HAVRE

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	185	191	376	376	208	238	446	446	12.4%	24.6%	18.6%	18.6%
FEB	134	126	260	636	212	204	416	862	58.2%	61.9%	60.0%	35.5%
MAR	219	207	426	1,062	227	240	467	1,329	3.7%	15.9%	9.6%	25.1%
APR	249	251	500	1,562	223	210	433	1,762	-10.4%	-16.3%	-13.4%	12.8%
MAY	257	242	499	2,061	245	254	499	2,261	-4.7%	5.0%	0.0%	9.7%
JUN	290	265	555	2,616	-	-	-	2,261	-100.0%	-100.0%	-100.0%	-13.6%
JUL	289	280	569	3,185	-	-	-	2,261	-100.0%	-100.0%	-100.0%	-29.0%
AUG	291	281	572	3,757	-	-	-	2,261	-100.0%	-100.0%	-100.0%	-39.8%
SEP	261	248	509	4,266	-	-	-	2,261	-100.0%	-100.0%	-100.0%	-47.0%
OCT	269	267	536	4,802	-	-	-	2,261	-100.0%	-100.0%	-100.0%	-52.9%
NOV	241	255	496	5,298	-	-	-	2,261	-100.0%	-100.0%	-100.0%	-57.3%
DEC	256	246	502	5,800	-	-	-	2,261	-100.0%	-100.0%	-100.0%	-61.0%
	2,941	2,859			1,115	1,146						

HELENA

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	3,004	3,005	6,009	6,009	6,258	6,378	12,636	12,636	108.3%	112.2%	110.3%	110.3%
FEB	2,967	2,894	5,861	11,870	6,331	6,172	12,503	25,139	113.4%	113.3%	113.3%	111.8%
MAR	3,816	3,380	7,196	19,066	6,839	6,497	13,336	38,475	79.2%	92.2%	85.3%	101.8%
APR	4,712	5,100	9,812	28,878	7,263	7,537	14,800	53,275	54.1%	47.8%	50.8%	84.5%
MAY	6,180	6,243	12,423	41,301	8,007	8,018	16,025	69,300	29.6%	28.4%	29.0%	67.8%
JUN	4,672	5,118	9,790	51,091	-	-	-	69,300	-100.0%	-100.0%	-100.0%	35.6%
JUL	8,093	8,258	16,351	67,442	-	-	-	69,300	-100.0%	-100.0%	-100.0%	2.8%
AUG	8,113	7,597	15,710	83,152	-	-	-	69,300	-100.0%	-100.0%	-100.0%	-16.7%
SEP	7,199	6,890	14,089	97,241	-	-	-	69,300	-100.0%	-100.0%	-100.0%	-28.7%
OCT	7,467	7,143	14,610	111,851	-	-	-	69,300	-100.0%	-100.0%	-100.0%	-38.0%
NOV	7,474	7,525	14,999	126,850	-	-	-	69,300	-100.0%	-100.0%	-100.0%	-45.4%
DEC	7,307	7,428	14,735	141,585	-	-	-	69,300	-100.0%	-100.0%	-100.0%	-51.1%
	71,004	70,581			34,698	34,602						

KALISPELL

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	17,463	15,166	32,629	32,629	25,722	23,539	49,261	49,261	47.3%	55.2%	51.0%	51.0%
FEB	18,084	18,110	36,194	68,823	25,431	25,124	50,555	99,816	40.6%	38.7%	39.7%	45.0%
MAR	22,040	22,921	44,961	113,784	30,038	28,634	58,672	158,488	36.3%	24.9%	30.5%	39.3%
APR	17,023	17,235	34,258	148,042	21,855	21,981	43,836	202,324	28.4%	27.5%	28.0%	36.7%
MAY	26,158	26,836	52,994	201,036	27,270	29,769	57,039	259,363	4.3%	10.9%	7.6%	29.0%
JUN	49,552	53,874	103,426	304,462	-	-	-	259,363	-100.0%	-100.0%	-100.0%	-14.8%
JUL	72,683	72,208	144,891	449,353	-	-	-	259,363	-100.0%	-100.0%	-100.0%	-42.3%
AUG	69,976	62,835	132,811	582,164	-	-	-	259,363	-100.0%	-100.0%	-100.0%	-55.4%
SEP	46,752	45,311	92,063	674,227	-	-	-	259,363	-100.0%	-100.0%	-100.0%	-61.5%
OCT	30,842	27,674	58,516	732,743	-	-	-	259,363	-100.0%	-100.0%	-100.0%	-64.6%
NOV	22,328	21,946	44,274	777,017	-	-	-	259,363	-100.0%	-100.0%	-100.0%	-66.6%
DEC	23,323	25,756	49,079	826,096	-	-	-	259,363	-100.0%	-100.0%	-100.0%	-68.6%
	416,224	409,872			130,316	129,047						

MISSOULA

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	14,156	12,560	26,716	26,716	25,015	23,736	48,751	48,751	76.7%	89.0%	82.5%	82.5%
FEB	13,483	13,373	26,856	53,572	24,499	24,083	48,582	97,333	81.7%	80.1%	80.9%	81.7%
MAR	21,642	21,029	42,671	96,243	30,526	29,743	60,269	157,602	41.0%	41.4%	41.2%	63.8%
APR	22,460	22,895	45,355	141,598	28,138	28,540	56,678	214,280	25.3%	24.7%	25.0%	51.3%
MAY	30,966	31,902	62,868	204,466	31,390	32,833	64,223	278,503	1.4%	2.9%	2.2%	36.2%
JUN	44,458	47,154	91,612	296,078	-	-	-	278,503	-100.0%	-100.0%	-100.0%	-5.9%
JUL	56,566	56,142	112,708	408,786	-	-	-	278,503	-100.0%	-100.0%	-100.0%	-31.9%
AUG	51,385	47,400	98,785	507,571	-	-	-	278,503	-100.0%	-100.0%	-100.0%	-45.1%
SEP	40,190	38,773	78,963	586,534	-	-	-	278,503	-100.0%	-100.0%	-100.0%	-52.5%
OCT	32,330	30,734	63,064	649,598	-	-	-	278,503	-100.0%	-100.0%	-100.0%	-57.1%
NOV	27,712	27,325	55,037	704,635	-	-	-	278,503	-100.0%	-100.0%	-100.0%	-60.5%
DEC	30,470	30,949	61,419	766,054	-	-	-	278,503	-100.0%	-100.0%	-100.0%	-63.6%
	385,818	380,236			139,568	138,935						

SIDNEY

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	583	585	1,168	1,168	533	576	1,109	1,109	-8.6%	-1.5%	-5.1%	-5.1%
FEB	443	426	869	2,037	563	538	1,101	2,210	27.1%	26.3%	26.7%	8.5%
MAR	691	641	1,332	3,369	626	596	1,222	3,432	-9.4%	-7.0%	-8.3%	1.9%
APR	694	713	1,407	4,776	430	375	805	4,237	-38.0%	-47.4%	-42.8%	-11.3%
MAY	767	763	1,530	6,306	552	560	1,112	5,349	-28.0%	-26.6%	-27.3%	-15.2%
JUN	740	753	1,493	7,799	-	-	-	5,349	-100.0%	-100.0%	-100.0%	-31.4%
JUL	762	807	1,569	9,368	-	-	-	5,349	-100.0%	-100.0%	-100.0%	-42.9%
AUG	768	763	1,531	10,899	-	-	-	5,349	-100.0%	-100.0%	-100.0%	-50.9%
SEP	680	647	1,327	12,226	-	-	-	5,349	-100.0%	-100.0%	-100.0%	-56.2%
OCT	715	685	1,400	13,626	-	-	-	5,349	-100.0%	-100.0%	-100.0%	-60.7%
NOV	648	673	1,321	14,947	-	-	-	5,349	-100.0%	-100.0%	-100.0%	-64.2%
DEC	647	605	1,252	16,199	-	-	-	5,349	-100.0%	-100.0%	-100.0%	-67.0%
	8,138	8,061			2,704	2,645						

WOLF POINT

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	254	238	492	492	209	190	399	399	-17.7%	-20.2%	-18.9%	-18.9%
FEB	158	145	303	795	240	251	491	890	51.9%	73.1%	62.0%	11.9%
MAR	275	232	507	1,302	250	226	476	1,366	-9.1%	-2.6%	-6.1%	4.9%
APR	296	274	570	1,872	143	131	274	1,640	-51.7%	-52.2%	-51.9%	-12.4%
MAY	305	304	609	2,481	210	179	389	2,029	-31.1%	-41.1%	-36.1%	-18.2%
JUN	323	300	623	3,104	-	-	-	2,029	-100.0%	-100.0%	-100.0%	-34.6%
JUL	332	312	644	3,748	-	-	-	2,029	-100.0%	-100.0%	-100.0%	-45.9%
AUG	309	289	598	4,346	-	-	-	2,029	-100.0%	-100.0%	-100.0%	-53.3%
SEP	267	252	519	4,865	-	-	-	2,029	-100.0%	-100.0%	-100.0%	-58.3%
OCT	280	255	535	5,400	-	-	-	2,029	-100.0%	-100.0%	-100.0%	-62.4%
NOV	290	262	552	5,952	-	-	-	2,029	-100.0%	-100.0%	-100.0%	-65.9%
DEC	260	217	477	6,429	-	-	-	2,029	-100.0%	-100.0%	-100.0%	-68.4%
	3,349	3,080			1,052	977						

* YELLOWSTONE

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN		-										
FEB												
MAR												
APR												
MAY	745	992	1,737	1,737	661	800	1,461	1,461	-11.3%	-19.4%	-15.9%	-15.9%
JUN	2,597	2,563	5,160	6,897	-	-	-	1,461	-100.0%	-100.0%	-100.0%	-78.8%
JUL	3,277	3,249	6,526	13,423	-	-	-	1,461	-100.0%	-100.0%	-100.0%	-89.1%
AUG	3,276	3,086	6,362	19,785	-	-	-	1,461	-100.0%	-100.0%	-100.0%	-92.6%
SEP	2,763	2,520	5,283	25,068	-	-	-	1,461	-100.0%	-100.0%	-100.0%	-94.2%
OCT	485	378	863	25,931	-	-	-	1,461	-100.0%	-100.0%	-100.0%	-94.4%
NOV												
DEC												
	13,143	12,788			661	800						

* The Yellowstone Airport is a seasonal airport.

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

*2022 season operating May 2022 through October 2022.