

## Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, July 26, 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](http://www.flymissoula.com), by 9 a.m. on the meeting date. Members of the public can submit comments by email to: [lfagan@flymissoula.com](mailto: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 June 28, 2022. **Pg 3**
- Approval of Claims for Payment – Teri Norcross **Pg 10**
- 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 July 26, 2022  
Facility and Operations Committee: No Activity  
Finance Committee: No Activity  
General Aviation Committee: No Activity  
Legislative Committee: No Activity  
Marketing Committee: No Activity

## Unfinished Business

- Mutual Aid Agreement with Missoula Fire Department – Lynn Fagan **Pg 22**
- Agreement for Services with Republic Services for Waste Disposal and Recycling Services – Lynn Fagan **Pg 27**
- Agreement for Services with Grizzly Disposal for Cardboard Recycling Services – Lynn Fagan **Pg 34**
- Acceptance of FAA AIP Grant – Brian Ellestad **Pg 41**

## New Business

- Morrison-Maierle Task Order #45 Design Lay Down Yard for Phase II Terminal Construction – Brian Ellestad **Pg 42**
- Morrison-Maierle Task Order #46 Boundary Line Readjustment for former FAA Property on Aviation Way – Lynn Fagan **Pg 48**
- Off Airport Rental Car Agreement with Sojourn Vehicle Rental, LLC – Lynn Fagan **Pg 49**

## Information/Discussion Item(s)

Combined Facilities & Operations Committee and Finance Committee Meeting at 2:30 July 26<sup>th</sup>

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

MISSOULA COUNTY AIRPORT AUTHORITY  
Regular Board Meeting  
June 28, 2022  
1:30 pm, Johnson Bell Conference Room

THOSE PRESENT

BOARD:	Vice Chair Larry Anderson Secretary/Treasurer Winton Kemmis Commissioner Deb Poteet Commissioner Shane Stack Commissioner Matthew Doucette Alternate Commissioner Pat Boyle
STAFF:	Director Brian Ellestad Deputy Director Tim Damrow Finance Manager Teri Norcross Administrative Manager Lynn Fagan Public Safety Chief Justin Shaffer Compliance Officer Jesse Johnson IT Specialist Dylan O'Leary Office Administrator Donna Marie Robnett Accounting Clerk Brianna Brewer
OTHERS:	Gary Matson, Runway 25 Hangars, via conference call Shaun Shea, Morrison-Maierle Martin Kidston, Missoula Current, via conference call Todd Koster, Payne Insurance Billy Fisher, Grizzly Disposal

Vice Chair Larry Anderson 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.

Vice Chair Larry Anderson noted that an Alternate Commissioner would need to be seated.

Motion: Secretary/Treasurer Winton Kemmis moved to seat Alternate Commissioner Pat Boyle.

Second: Commissioner Matthew Doucette

Vote: Motion Passed Unanimously

AGENDA

Motion: Commissioner Shane Stack moved to approve the agenda as presented.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

### PUBLIC COMMENT PERIOD

Vice Chair Larry Anderson asked if there was any public comment on items not on the Board's agenda. There was none.

### MINUTES

Vice Chair Larry Anderson asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated May 31, 2022. There were none.

Motion: Secretary/Treasurer Winton Kemmis moved to approve the minutes of the Regular Board Meeting dated May 31, 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. There were none.

Motion: Commissioner Matthew Doucette 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 airport is earning more interest on its investments than it has in the past. The investment accounts are up to .8% interest. On the profit and loss statement, some of the revenue accounts are showing over 100% so things are going well. Teri reminded the Board that June is the last month of the fiscal year and the Board will review the June financials at the July meeting. Those financials will then be reviewed by the audit team.

Vice Chair Larry Anderson asked if anyone had any questions or public comments regarding the Financial Report. There were none.

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

Second: Commissioner Pat Boyle

Vote: Motion Passed Unanimously

### DIRECTOR'S REPORT

Director Brian Ellestad reported that there was an aircraft accident on airport yesterday. The Public Safety and Field departments jumped right into action. Chief Justin Shaffer coordinated



the response with our mutual aid providers and the NTSB. The pilot was injured and transported to the hospital. The NTSB gave Chief Shaffer kudos for a job well done.

Brian then reported on the opening of the new terminal building on June 8, 2022. Everything went very smoothly with all the flights leaving early or on time the first day. The public's response has been positive, and Brian reported seeing a lot of smiling faces around the building.

Brian stated that he had attended an air service conference and met with several airlines. They all had praise for MSO and want to add service but are still facing pilot shortages. Brian expects that we will see more flights next summer, especially because our load factors continue to be very high. Brian mentioned that there have been some news articles about fares being high in Missoula; however, Brian explained that with the pilot shortage, it is important to book tickets early to get good pricing.

Deputy Director Tim Damrow then presented a project update on construction. The new rental car center is up and operating. Staff is in the process of relocating the rental car parking lot closer so that customers do not have to cross the street to get to their cars. Tim also mentioned that a new wayfinding sign has been installed at the entrance to the airport and that staff is finishing up getting the last items out of the old terminal. Deconstruction will start sometime in early August.

Vice Chair Larry Anderson asked if anyone had any further questions or comments for Brian or Tim; there were none.

### LEGAL REPORT

Administrative Manager Lynn Fagan reported that she is working on year end personnel pay increases. Lynn also reported on a new hire; Kathi Fritz has been hired as a receptionist. Kathi comes to the airport from a previous position at the mall where she dealt with very similar issues with tenants and customers.

Vice Chair Larry Anderson 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

#### Renewal of Payne Insurance for FY2023

Administrative Manager Lynn Fagan explained that when staff was working on the budget back in March, there was not much information to go on for estimating the cost of insurance for the new building; therefore, Lynn optimistically programmed in a 10% increase. However, the actual cost is much higher due to a number of factors but mainly almost doubling of the amount of real property the airport is insuring. Last year, the 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, there is a new ARFF truck, new SRE, Temporary Rental Car Facility and Toilet Trailer unit. Finally, Lynn explained that Cincinnati, the property insurer, requested that all property values be increased by 7½% based on inflation. The liability premium also increased \$9,000 because of an increase in estimated enplanements. Todd Koster from Payne Insurance explained to the Board an inspector from the Insurance Services Office (ISO), an advisory and rating organization for the property/casualty insurance industry, has been to the new terminal and would provide a rating for it for use by all insurance companies. Cincinnati, the insurance provider, has agreed not to increase the Airport's rates if the ISO rating comes in high. However, if the ISO rating comes in lower than the rates quoted, Cincinnati has agreed to lower the rates.

Vice Chair Larry Anderson asked if there were any questions from the Board. Secretary/Treasurer Winton Kemmis asked Todd Koster whether earthquake coverage was included in the policy. Todd explained that 95% of insurance policies did not include flood and earthquake insurance but this policy included limited coverage for both.

Commissioner Shane Stack asked if the airport had gone through a competitive process for insurance. Administrative Manager Lynn Fagan explained that it had not been put out to bid since she has been on staff and she has plans to look into whether a Request for Proposals was required. Todd Koster from Payne Insurance explained that Payne did get bids from the different insurers available for the markets but that there were limited aviation insurers.

Motion: Secretary/Treasurer Winton Kemmis moved to accept the Payne Proposal for FY 2023 insurance renewal not to exceed the amount of \$189,145.

Second: Commissioner Pat Boyle

Vote: Motion Passed Unanimously

## NEW BUSINESS

### Approval of Airline Use Agreement with Alaska, Delta, United and American

Airport Director Brian Ellestad explained that the current Airline Use Agreement expires at the end of June 2022. Staff made a commitment to the airlines when terminal construction began that the construction would not increase the airline's rates and charges. The proposed agreement shifts airline rates and charges to a hybrid "Per Passenger Enplanement" model from a purely allocated space rate model. Brian explained that this 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.

Vice Chair Larry Anderson asked if there was any Board discussion or questions; there were none.

Motion: Commissioner Matthew Doucette moved to approve the Airline Use Agreement as presented.

Second: Commissioner Pat Boyle

Vote: Motion Passed Unanimously

MCAA Resolution No. 2022-05 – Terms and Conditions Governing Use of Missoula MT Airport by Commercial Air Service Providers

Administrative Manager Lynn Fagan explained that this resolution is needed to be adopted in conjunction the new Airline Use Agreement. 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 FY2022 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.

Vice Chair Larry Anderson asked if there were any questions or comments; there were none.

Motion: Commissioner Pat Boyle moved 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.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

Award of RFP for Waste Management and Recycling Services

Administrative Manager Lynn Fagan stated that 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 and received responses from L&L and Republic. Lynn explained that the pricing in the proposals were very close; Republic's pricing overall was lower but L&L's (operating as Grizzly Disposal in Missoula) price for cardboard recycling was half the price for Republic. The committee is recommending that cardboard recycling be awarded to Grizzly Disposal; and, waste disposal and general recycling be awarded to Republic. Lynn stated that contracts will be drafted and brought to the Board next month.

Vice Chair Larry Anderson asked if there were any questions or comments. Commissioner Shane Stack asked if this is a one-year contract. Lynn responded that it is a three-year contract. Vice Chair Larry Anderson asked if the airport can switch providers during the term of the contract if during the term they do not meet performance standards. Lynn explained that she would draft language into the contract to address that.

Motion: Commissioner Shane Stack moved to award cardboard recycling bid to Grizzly Disposal and award waste disposal and general recycling to Republic Services.

Second: Commissioner Pat Boyle

Vote: Motion Passed Unanimously

#### Deice Apron Expansion Project – Award of Bid

Director Brian Ellestad showed diagrams of the airfield showing the single deice pad and the current area being used for staging for Phase I terminal construction. Brian explained that in reviewing the area, the engineers determined that reorienting the deice pad could provide additional parking. The plan was presented to the FAA and they have been supportive. Brian then explained the different federal grants that are potentially available for funding the project.

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.

Shaun Shea from Morrison-Maierle then explained that the grant money will first go to the terminal project. Secretary/Treasurer Winton Kemmis asked Shaun whether, notwithstanding the amount of money we have, will the bids still survive the three-to-six-month time period required to wait for the grants to come in. Shaun responded yes because they made it clear to the contractors that the project would not begin until next spring and they will hold their bids until that time.

Vice Chair Larry Anderson stated that he could see the advantage of having an extra parking space at the terminal but asked whether we are limited in deicing by the number of deicing trucks and the holding tank? Shaun responded that each airline has their own deice truck and the project would also increase the size of the holding tank.

Vice Chair Larry Anderson asked if Board members had any questions; there were none.

Motion: Secretary/Treasurer Winton Kemmis moved 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.

Second: Commissioner Shane Stack

Vice Chair Larry Anderson asked if there were any public comments or board discussion.

Vote: Motion Passed Unanimously

#### Morrison-Maierle Task Order #44 for Construction Management Services associated with the Deice Apron Expansion Project

Director Brian Ellestad stated that this task order is for Morrison-Maierle to provide construction management services in conjunction with the deice apron expansion project. Shaun Shea from Morrison-Maierle explained that in the past, Morrison-Maierle had staff on site part-time for construction management but with this project, they will have someone on site full-time. Vice Chair Larry Anderson asked if Morrison-Maierle would hold its bid for this as well. Shaun stated that they will.

Vice Chair Larry Anderson asked if there were any questions or comments; there were none.

Motion: Commissioner Shane Stack moved to approve Task Order No. 44 with Morrison-Maierle in the amount of \$398,500 contingent on the completion of an Independent Fee Estimate and the availability of federal funding.

Second: Commissioner Matthew Doucette

Vote: Motion Passed Unanimously

Morrison-Maierle Task Order #E for Phase-1 Environmental Site Assessment associated with the Pruyn Ranch Property

Administrative Manager Lynn Fagan reminded the Board that the Pruyn lease had been terminated as of the end of March 2022 but the airport had allowed the Pruyns through May to remove their personal property. Lynn stated she had contacted Rollett Pruyn to find out if they have completed that process but has not heard back. Lynn has heard from Missoula Electric Co-op that the electricity has been turned off to the property. Because the airport has not had possession of the property since its purchase, staff is recommending that an environmental site assessment (ESA) be conducted. 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.

Vice Chair Larry Anderson asked what about the extent of the investigation. Shaun Shea from Morrison-Maierle stated that they would not be putting shovels in the ground at this point; it includes more historical research and walking the property to see what is on the ground and what may be of concern and what the next steps might be.

Commissioner Matthew Doucette asked if there was remediation language in the lease agreement. Lynn responded that all the lease agreements included such language. Lynn also explained that this transaction was a little more complicated because the lease was bargained for as part of the sale of the property. Lynn also stated that staff has consulted another attorney in town for an opinion on the matter.

Vice Chair Larry Anderson asked if there were any other questions or comments.

Motion: Commissioner Matthew Doucette moved to Approve Task Order 'E' with Morrison-Maierle in the amount of \$9,750.00.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

Vice Chair Larry Anderson mentioned that there were no other discussions items on the agenda, and that the July Board Meeting will be held in the same room and remotely via GoToMeeting on Tuesday July 26, 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 July 15, 2022  
They are highlighted in the Check Register list for the General Checking Account  
Check #48236 cut after June claims for payment - first check above prepaid

**Credit Card Charges - by Expense Type (paid with check #48242)**

AvSec Fingerprinting	1,500.00
ADA Steps for Temp Rental Car	249.11
Phase I Terminal Project - miscellaneous expenses	7,494.14
Legal Expenses	103.00
Communications R&M	2,194.78
Office Supplies	3,501.19
Computer Equipment Expense	836.94
Vehicle R&M	1,136.96
Tools/Equipment	2,209.69
Contracted Maintenance - web hosting, email software	75.18
Building General R & M	318.03
Landside Maintenance	1,197.56
Custodial Supplies	570.49
Employee Training Expense	4,192.00
Travel Expense - Air Service Conference, PSO Instructor Development Course	2,346.26
Memberships - Family Reunification	950.00
Safety Supplies / Equipment	187.86
Meals & PR	972.75
Marketing	932.88
Consultants Expense - Annual Calibration Certification	161.70
Miscellaneous expenses	20.75
	<u>\$ 31,151.27</u>

**Project Checking Account**

Check Number	Vendor Name	Amount
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\$ -



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

Check	Vendor Name	Description	Amount
48236	EXACT IMAGE	Uniform Expense	494.85
48237	PETTY CASH	Miscellaneous Expense - replenishing the petty cash fund	45.50
48238	FSB	Interest Payments	328,458.55
48239	City of Missoula	Utility Expense (combined water & sewer)	9,820.81
48240	RISING FAST v	Custodial Services	35,450.00
48241	VERIZON	Phone Charges	1,003.70
48242	FIRST NATIONAL BANK	Credit Card Charges	30,029.67
48243	BLACKFOOT COMMUNICATIONS	Phone Charges	2,781.28
48244	CENTURYLINK	Phone Charges	688.68
48245	ENERGY WEST	Electric / Gas Expense	1,289.59
48246	MSLA ELECTRIC COOP	Electric / Gas Expense	842.77
48247	NORTHWESTERN ENERGY	Electric / Gas Expense	22,621.46
48248	REPUBLIC SERVICES	Disposal Expense	3,439.37
48249	TFS-KELLEY IMAGING SYSTEMS	Contracted Maintenance 07/05/2022 - 08/05/2022, yearly tax	300.82
48250	AAAE	Memberships	6,600.00
48251	AEROTRONICS INC.	Communication R&M	162.00
48252	BATTERIES PLUS	Concrated Maintenance	112.00
48253	BIG BEAR SIGN CO	Lanside Maintenance	110.00
48254	BMC WEST	Jet Bridge R&M, Building General R&M & Rental Car R&M	2,401.44
48255	CARQUEST	Vehicle R&M	468.08
48256	CULLIGAN	Office Supplies - water service	122.00
48257	CUSTOM WEST PEST CONTROL	Contracted Maintenance - pest control	195.00
48258	DAIGLE LAW GROUP LLC	Consultants Expense - policy development	10,000.00
48259	DIVERSIFIED INSPECATIONS/ITL, INC.	Vehicle R&M	1,815.73
48260	ECOLAB INC	Custodial Supplies - hand soap	1,604.20
48261	ELECTRO CONTROLS, INC	Rental Car R&M, contracted maintenance - fix alarms	320.00
48262	FIRST CALL	Contracted Maintenance - monthly billing July support	2,643.85
48263	GELDERSMA, AUGUSTUS	Tools/Equipment & Travel expense - Instructor Development course	715.00
48264	GRAINGER	Tools/Equipment & Custodial supplies	669.55
48265	HELENA REGIONAL A/P	Marketing - MT Airlines Rendezvous 9.7.22-9.8.22	600.00
48266	HILLYARD INC	Custodial Supplies - cleaning supplies	3,231.78
48267	HOTCHKISS HEATING & AIR	Mechanical/Supplies - fix furnace	5,460.00
48268	HOTSYS	Rental Car R&M	90.00
48269	IDEAL MANUFACTURING	Airfield Maintenance	1,593.99
48270	INFAX, INC.	Contracted Maintenance - annual flightview feed 7.1.22-6.30.23 & monthly support	4,820.00
48271	JBT AERO	Jet Bridge R&M	15,511.28
48272	JODSAAS, DYHLAN	Tools/Equipment	2,400.00
48273	JOHNSON CONTROLS/SIMPLEX	Contracted Maintenance - Annual software support	8,663.90
48274	KLS HYDRAULICS	Vehicle R&M	798.22
48275	L.N. CURTIS	Uniform Expense	8,741.64
48276	LES SCHWAB TIRE	Vehicle R&M	19,405.22
48277	LNRS DATA SERVICES INC	Marketing - annual subscriptions - Dido Mi & marketing alerts	17,000.00
48278	LEXIPOL	Memberships - annual PoliceOne Academy subscription	1,020.00
48279	MOUNTAIN SUPPLY	Landscaping Expense & Rental Car R&M	183.50
48280	MSLA CNTY OEM	Memberships - New World/Tyler MDT fee & 3 Netmotion fees	1,545.78
48281	MSLA CVB	Memberships - destination missoula	335.00
48282	MSLA TEXTILE, INC	Uniform Expense, Contracted Maintenance - towel/mat/mop replacements	760.80
48283	MT ACE	Rental Car R&M, Building General R&M	63.54
48284	MT DOJ CENTRAL SERVICES DIVISION	Memberships -	29.66
48285	MURDOCHS	Petroleum Products Expense, Vehicle R&M, Uniform Expense	321.36
48286	N/S CORPORATION	Rental Car R&M	848.08
48287	NAPA	Electric Maintenance, Vehicle R&M, Petroleum Products Expense, Safety Supplies/Equipment	2,261.07
48288	NORCO INDUSTRIAL	Vehicle R&M, Safety Supplies/Equipment	175.84
48289	PLATT ELECTRIC	Building General R&M	77.31
48290	QUOTIENT GROUP	Marketing - social media & newsletter management	4,250.00
48291	RDO EQUIPMENT CO.	Vehicle R&M	2,158.00
48292	REEP, BELL & JASPER, P.C.	Legal Services	90.00
48293	REPLICON INC	Contracted Maintenance - additional licenses for timekeeping	71.69
48294	RODDA PAINT	Airfield Maintenance	13,632.00
48295	ROE, BRAD	Safety Supplies/Equipment, Uniform Expense reimbursement, Consultants Expense - DOT Exam	2,641.00
48296	SCHINDLER ELEVATOR CORP	Contracted Maintenance - Annual preventive maintenance 7.1.22-6.30.23	7,834.31
48297	SEA-WESTERN, INC.	Uniform Expense	533.75
48298	SHAFFER, JUSTIN	Tools/Equipment	2,236.09
48299	SIX ROBBLEES	Vehicle R&M, Tools/Equipment	105.76
48300	TREMPER DISTRIBUTING	Petroleum Products Expense	3,882.62
48301	ULINE	Custodial Supplies - cleaning supplies	298.19
48302	VEOCI	Contracted Maintenance - annual fee for licenses	23,940.00
48303	VW ICE INC	Office Supplies	562.50
48304	WESTERN STATES EQUIP	Vehicle R&M	230.50
48305	PAYNEWEST INSURANCE	Prepaid Insurance	190,175.00
			<b>\$ 813,785.28</b>

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

**For Period Ended: 6/30/22**

- On the **Balance Sheet**:

**Fiscal year end...wow...time flies!**

- ☀️ The Balance Sheet at year end includes a few new items:
- ☀️ The bank account formally named the Contingency account has been renamed **Debt Service Account** and will hold a balance sufficient to pay a quarterly debt service payment.
- ☀️ The Other Current Assets section includes the Prepaid Project Expenses account which includes items that the airport has paid for that will be reimbursed by an airport tenant. The largest part of this balance is an amount that TSA owes for build out of its office spaces.
- ☀️ Several projects, which were accumulating in **Construction in Progress (CIP)** accounts, have been moved to capital accounts to be depreciated over their useful lives. Assets “placed in service” included:
  - Nearly \$65 million in expenses related to the first phase of the terminal
  - \$4.6 million for the Terminal Access Road improvements
  - \$5.3 million for the Reconstruction of the Parking Lot including the Exit Plaza.
  - Expenses remaining in CIP accounts are related to the design and construction of East Concourse.
- ☀️ Other Assets now include a **LT Loan to Faber** of \$1 million. This is for the portion of the build out of restaurant and retail spaces that the Airport agreed to loan Faber for a period of 10 years.
- ☀️ As of July 1, payback on the smaller of the two 2019 notes owed to First Security Bank begins. The addition of **Current Debt Payable to FSB** will show the amounts accumulated of each month in anticipation of the quarterly payments. This account will also be used to accrue the interest owed on the two additional notes with FSB.
- ☀️ Also related to the required principal payments on the 2019 Note B, is the **Current Portion of Long-Term debt** account.

☀️ And for inquiring minds, the month end **debt balances** total \$19,440,000.

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

- ☀️ The Fiscal year end shows healthy revenues (and expenses).
  - The non-sig landing and turn fees exceeded budget by healthy amounts
  - Rental Cars and Parking did very well compared to budget.
- ☀️ Net Operating Income for the fiscal year was \$2,433,549.
- ☀️ Airport Improvement grant funds of \$1,930,000 were recorded in June. A new grant was received for the Terminal Phase 1 and will be used to reimburse project expenses.

- **Other Financial Information:**

- ☀️ Yee ha! Authority reserves held in the STIP and now earning 1.667898%. Other reserves are earning between .2% to .88%.
- ☀️ 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 June 30, 2022

	<u>Jun 30, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10100 · Petty Cash	300.00
10500 · General Checking Acct	2,915,491.27
10511 · Project Checking Acct	-6,480.28
10550 · USFS Account	50,004.10
10560 · Debt Service Account	330,001.29
10580 · CFC Account	649,335.19
10590 · STIP Terminal Reserve	22,948.99
10600 · STIP	732,583.81
10604 · Money Market Accounts	
10605 · BANK of Montana Money Market	258,672.54
10610 · Stockman MM	250,893.83
10644 · Sweep Acct FSB	550,202.98
10645 · FSB Construction	1.00
Total 10604 · Money Market Accounts	1,059,770.35
10700 · Payroll Checking	121,183.91
10710 · Flex - FIB	5,718.25
10750 · PFC Cash at US BANK	1,724,860.95
Total Checking/Savings	7,605,717.83
<b>Accounts Receivable</b>	
10800 · Accounts Receivable	504,809.54
10807 · A/R Advertising	11,679.00
10809 · A/R Ground Handling	95,215.44
Total Accounts Receivable	611,703.98
<b>Other Current Assets</b>	
10900 · AvSec Fingerprinting Account	1,014.25
11200 · Grants Receivable	2,190,012.13
11300 · Prepaid project expenses	633,642.42
11500 · Pre-Paid Expenses	73,521.44
11700 · Concession Contract Receivable	729,998.00
12000 · Undeposited Funds	3,875.00
Total Other Current Assets	3,632,063.24
<b>Total Current Assets</b>	11,849,485.05

**Missoula County Airport Authority**  
**Balance Sheet**  
As of June 30, 2022

	<u>Jun 30, 22</u>
<b>Fixed Assets</b>	
13000 · Land	11,617,234.48
13100 · Land Improvements	16,207,466.15
13200 · Buildings- Terminal	64,550,214.32
13300 · Buildings- Ops & Fire	6,184,039.07
13450 · Buildings - Other	11,113,776.40
13500 · Runways/Taxiways/Apron	70,927,696.30
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	1,549,109.70
14300 · Vehicles	7,264,986.28
14400 · Studies	1,925,406.96
14500 · Allowance for Depreciation	-87,185,062.05
19400 · Construction in Progress	
19401 · GS Equipment	194,694.00
19407 · CIP PSO Vehicle	693.72
19425 · De-Ice Ramp Design	188,200.00
19429 · Motorola Radios	51,932.64
19430 · CIP- Terminal Phase 1	
19431 · Baggage Handling System - TSA	188,623.21
Total 19430 · CIP- Terminal Phase 1	188,623.21
19450 · East Concourse	
19420 · East Concourse 2 design	2,175,743.86
19428 · East Concourse 3 Design	574,864.00
19449 · East Concourse Construction	1,384,614.43
Total 19450 · East Concourse	4,135,222.29
Total 19400 · Construction in Progress	4,759,365.86
<b>Total Fixed Assets</b>	<b>122,846,849.14</b>
<b>Other Assets</b>	
19600 · Deferred Pension Outflows	948,581.00
19700 · Concession Contract Recvble	735,064.00
19800 · LT Loan - Faber	1,009,520.00
<b>Total Other Assets</b>	<b>2,693,165.00</b>
<b>TOTAL ASSETS</b>	<b>137,389,499.19</b>

**Missoula County Airport Authority**  
**Balance Sheet**  
As of June 30, 2022

	<u>Jun 30, 22</u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20500 · Accounts Payable	199,675.60
20505 · Accounts Payable- Projects	3,036,649.81
20510 · Current Debt Payable to FSB	328,458.55
<b>Total Accounts Payable</b>	<u>3,564,783.96</u>
<b>Other Current Liabilities</b>	
20800 · Current Portion of L/T Debt	612,909.53
2110 · Direct Deposit Liabilities	-95,833.45
21600 · Accrued Vacation/Sick Payable	504,674.62
21800 · Wages/Benefits Payable	248,109.87
24000 · Payroll Liabilities	-4,313.43
<b>Total Other Current Liabilities</b>	<u>1,265,547.14</u>
<b>Total Current Liabilities</b>	<u>4,830,331.10</u>
<b>Long Term Liabilities</b>	
20502 · 2022 Note	1,545,500.00
25030 · 2019 Note A	14,135,750.00
25035 · 2019 Note B	3,593,855.02
25600 · Current Portion L/T Debt 2019B	-612,909.53
25700 · Deferred Concession Contract	1,465,062.00
26000 · Pension Liability	4,147,737.66
26100 · Deferred Pension Inflows	118,590.00
<b>Total Long Term Liabilities</b>	<u>24,393,585.15</u>
<b>Total Liabilities</b>	<u>29,223,916.25</u>
<b>Equity</b>	
29500 · Unreserved	91,531,578.18
29510 · Reserved	3,695,956.95
Net Income	12,938,047.81
<b>Total Equity</b>	<u>108,165,582.94</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>137,389,499.19</u></u>

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

	Jun 22	Budget	Jul '21 - Jun 22	YTD Budget	Annual Budget	
Ordinary Income/Expense						
Income						
30100 - Signatory Landing Fees	49,699.00	53,097.00	559,917.22	637,109.00	637,109.00	87.88%
30200 - Non Sig Landing Fees	18,858.20	16,978.00	271,630.23	203,681.00	203,681.00	133.36%
30210 - Cargo Landing Fees	3,658.59	3,669.00	40,248.31	43,995.00	43,995.00	91.48%
30220 - Charter Landing Fees	0.00	682.00	1,443.41	8,184.00	8,184.00	17.64%
30300 - Non-Based Landing Fees	5,031.63	2,277.00	81,584.67	27,280.00	27,280.00	299.06%
30400 - Signatory Rent	90,392.87	90,393.00	1,084,714.44	1,084,716.00	1,084,716.00	100.00%
30410 - Non-Sig Turn Fees	23,810.00	20,456.00	368,340.00	245,406.00	245,406.00	150.09%
30507 - Advertising Income	14,968.00	12,292.00	174,496.00	147,500.00	147,500.00	118.30%
30509 - Ground Handling	58,879.90	91,160.00	875,203.29	936,741.00	936,741.00	93.43%
30600 - FBO Rentals	21,516.10	21,663.00	256,274.70	260,000.00	260,000.00	98.57%
30800 - Fuel Flowage Fees	16,534.44	5,837.00	133,167.10	70,000.00	70,000.00	190.24%
30900 - Fuel Farm Leases	348.03	337.00	4,176.36	4,000.00	4,000.00	104.41%
31000 - Coffee Concession	2,470.54	7,918.00	97,706.53	86,507.00	86,507.00	112.95%
31100 - Restaurant	11,111.35	9,572.00	64,929.48	74,238.00	74,238.00	87.46%
31110 - Liquor Concessions	7,300.60		7,300.60			-
31200 - Food Truck Concessions	0.00		269.00			-
31300 - Rental Car %	133,418.91	115,617.00	1,873,442.83	1,072,662.00	1,072,662.00	174.65%
31400 - Rent Car Rent	14,919.80	8,750.00	178,937.60	105,000.00	105,000.00	170.42%
31700 - FAA Sector Office	0.00		0.00	0.00	0.00	-
31800 - USFS Landing Fees	0.00	0.00	101,236.62	24,800.00	24,800.00	408.21%
31900 - USFS Hangar Rent	20,728.14	20,000.00	248,697.77	240,000.00	240,000.00	103.62%
32100 - Gift Shop Faber	25,261.66	18,491.00	130,996.66	166,052.00	166,052.00	78.89%
32200 - Travel Agency	439.31	588.00	6,789.52	7,100.00	7,100.00	95.63%
32400 - Parking Lot	201,838.79	132,706.00	2,256,972.78	1,617,706.00	1,617,706.00	139.52%
32800 - Ag Land Leases	1,740.00	1,125.00	15,264.42	13,500.00	13,500.00	113.07%
32900 - Non-Aeronautical Ground Rent	28,318.87	23,000.00	287,727.70	276,000.00	276,000.00	104.25%
32910 - Aeronautical Ground Rent	6,842.92	3,750.00	100,889.00	45,000.00	45,000.00	224.20%
33000 - Vending	2,119.67	5,165.00	38,109.03	51,343.00	51,343.00	74.22%
33800 - Off Airport Rent Cars	4,681.49	3,875.00	26,745.61	33,006.00	33,006.00	81.03%
34000 - Utilities Reimbursement	2,928.94	2,600.00	32,413.58	31,200.00	31,200.00	103.89%
34200 - Miscellaneous Income	27,529.30	3,337.00	133,326.50	40,000.00	40,000.00	333.32%
81402 - TSA LEO Reimbursement	0.00	8,913.00	116,229.96	107,000.00	107,000.00	108.63%
81403 - TSA Checkpoint OTA	0.00		6,549.95			-
85100 - Badging Fees Collected	2,171.00		21,092.00			-
Total Income	797,518.05	684,248.00	9,596,822.87	7,659,726.00	7,659,726.00	125.29%
Gross Profit	797,518.05	684,248.00	9,596,822.87	7,659,726.00	7,659,726.00	

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

Expense	Jun 22	Budget	Jul '21 - Jun 22	YTD Budget	Annual Budget	
40100 - Wages	520,761.40	263,246.00	3,339,485.02	3,229,771.00	3,229,771.00	103.40%
40330 - Overtime Wages	3,688.25	3,847.00	57,550.34	50,000.00	50,000.00	115.10%
40600 - Fringe Benefits Expense	160,968.83	94,561.00	1,241,336.45	1,201,171.00	1,201,171.00	103.34%
40800 - Legal Services	103.00	1,250.00	3,700.57	15,000.00	15,000.00	24.67%
41200 - Insurance Expense	11,005.88	11,663.00	136,866.00	140,000.00	140,000.00	97.76%
41300 - Accounting Expense	0.00	0.00	38,006.00	31,750.00	31,750.00	119.70%
41400 - Phone Charges	4,470.75	4,294.00	48,403.13	51,550.00	51,550.00	93.90%
41600 - Phone R&M	0.00	24.00	47.99	200.00	200.00	24.00%
41800 - Communication R&M	2,291.45	1,493.00	25,197.49	17,905.00	17,905.00	140.73%
42000 - Office Supplies	4,102.83	3,538.00	37,103.96	42,357.00	42,357.00	87.60%
42100 - Computer Equipment Expense	836.94	2,074.00	27,249.68	24,800.00	24,800.00	109.88%
42200 - Electricity/Gas Expense	25,995.95	21,783.00	332,592.65	394,513.00	394,513.00	84.30%
42400 - Water Expense	5,379.55	7,913.00	67,315.70	78,790.00	78,790.00	85.44%
42500 - Sewer Expense	4,441.26	5,584.00	46,080.67	47,758.00	47,758.00	96.49%
42600 - Disposal Expense	3,439.37	3,957.00	48,783.49	47,506.00	47,506.00	102.69%
42800 - Disposal-Industrial	-135.24	490.00	-2,095.04	5,825.00	5,825.00	-35.97%
43000 - Petroleum Products Expense	3,985.97	3,011.00	98,640.28	76,052.00	76,052.00	129.70%
43400 - Vehicle R&M	26,153.09	6,690.00	109,127.32	92,440.00	92,440.00	118.05%
43600 - Equipment Rental	0.00	640.00	742.11	7,625.00	7,625.00	9.73%
43800 - Tools/Equipment	4,825.09	4,996.00	35,218.31	59,875.00	59,875.00	58.82%
44000 - Landscaping Expense	57.50	1,259.00	1,876.99	7,925.00	7,925.00	23.68%
44100 - Custodial Services	35,600.00	17,860.00	251,398.00	214,320.00	214,320.00	117.30%
44200 - Contracted Maintenance	63,181.91	20,741.00	268,031.84	249,079.00	249,079.00	107.61%
44302 - Jet Bridge R&M	15,511.28	583.00	48,766.32	7,000.00	7,000.00	696.66%
44400 - Electric Maintenance	43.80	964.00	9,736.27	11,700.00	11,700.00	83.22%
44600 - Plumbing Expense	0.00	699.00	3,451.68	8,300.00	8,300.00	41.59%
44800 - Mechanical/Supplies	5,460.00	1,788.00	22,927.32	21,500.00	21,500.00	106.64%
45000 - Building General R&M	556.67	1,563.00	14,830.30	18,575.00	18,575.00	79.84%
45104 - Rent Car R&M	1,429.15	663.00	22,737.53	8,000.00	8,000.00	284.22%
45106 - USFS Hangar R&M	0.00	287.00	5,219.75	3,455.00	3,455.00	151.08%
45203 - Airfield Maintenance	10,148.89	4,839.00	28,958.80	51,085.00	51,085.00	56.69%
45400 - Landside Maintenance	1,307.56	2,252.00	20,289.22	22,400.00	22,400.00	90.58%
45600 - Airfield Lighting R&M	0.00	1,325.00	5,233.92	15,900.00	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	5,942.00	243,545.78	192,306.00	192,306.00	126.64%
46000 - Custodial Supplies	5,871.15	6,678.00	63,457.58	56,155.00	56,155.00	113.00%
46400 - Uniform Expense	5,730.38	3,359.00	27,566.24	41,275.00	41,275.00	66.79%
46600 - Employee Training Expense	5,692.00	5,736.00	52,804.42	68,810.00	68,810.00	76.74%
46800 - Travel Expense	1,743.00	13,929.00	61,417.86	63,400.00	63,400.00	96.87%
47000 - Memberships	6,880.44	1,775.00	18,151.39	21,377.00	21,377.00	84.91%
47200 - Safety Supplies/Equipment	704.77	2,438.00	16,447.86	29,113.00	29,113.00	56.50%

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

	Jun 22	Budget	Jul '21 - Jun 22	YTD Budget	Annual Budget	
47303 - Wildlife Mitigation	0.00	663.00	5,758.02	8,000.00	8,000.00	71.98%
47400 - Meals & PR	972.66	1,488.00	19,888.83	17,790.00	17,790.00	111.80%
47501 - Marketing	10,932.88	12,913.00	152,562.51	155,000.00	155,000.00	98.43%
47506 - Air Service Incentives	0.00		4,447.16			-
47600 - Consultants Expense	10,286.70	2,775.00	30,663.93	33,190.00	33,190.00	92.39%
47707 - Display Expenses	0.00	231.00	3,081.80	2,750.00	2,750.00	112.07%
47717 - VIC Expenses	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
47999 - COVID-19 Expense	8,458.90		13,461.41			-
49100 - Fingerprint/STA Charges	1,276.00		9,422.00			-
66000 - Payroll Expenses	0.00		0.06			-
66900 - Reconciliation Discrepancies	0.00		1.02			-
80600 - Miscellaneous Expense	39,501.35	132.00	38,739.22	1,650.00	1,650.00	2347.83%
80611 - BANK Charges	79.50	381.00	3,538.83	4,550.00	4,550.00	77.78%
80615 - Pass through	0.00		0.00			-
<b>Total Expense</b>	<b>1,013,740.86</b>	<b>554,442.00</b>	<b>7,163,273.64</b>	<b>6,955,233.00</b>	<b>6,955,233.00</b>	<b>102.99%</b>
<b>Net Ordinary Income</b>	<b>-216,222.81</b>	<b>129,806.00</b>	<b>2,433,549.23</b>	<b>704,493.00</b>	<b>704,493.00</b>	
<b>Other Income/Expense</b>						
<b>Other Income</b>						
31500 - CFCs	101,948.00	70,000.00	842,688.00	840,000.00	840,000.00	100.32%
70200 - Interest Income-Unrestricted	908.42	837.00	5,567.97	10,000.00	10,000.00	
70400 - Project Restricted Interest	7.12		144.47			
70600 - Interest on land sale	0.00		455,717.74			
<b>89010 - Federal Programs</b>						
89000 - Airport Improvement Grants	1,930,000.00	1,930,000.00	4,661,768.84	4,661,768.84	4,661,768.84	
89100 - TSA OTA contribution	198,659.07	198,659.07	1,231,530.33	1,231,530.33	1,231,530.33	
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	147,329.97	358,600.00	1,477,715.38	1,500,000.00	1,500,000.00	98.51%
<b>Total 89010 - Federal Programs</b>	<b>2,275,989.04</b>	<b>2,487,259.07</b>	<b>16,243,310.24</b>	<b>15,985,477.84</b>	<b>15,985,477.84</b>	
<b>Total Other Income</b>	<b>2,378,852.58</b>	<b>2,558,096.07</b>	<b>17,547,428.42</b>	<b>16,835,477.84</b>	<b>16,835,477.84</b>	
<b>Other Expense</b>						
80140 - Note 2019A Interest Expense	39,089.90	451,924.00	470,648.35	1,036,524.00	1,036,524.00	
80145 - Note 2019 B Interest Expense	7,983.83	120,131.00	95,653.57	275,531.00	275,531.00	
80150 - Note 2022 Interest Expense	685.92		4,720.40			
80300 - Depreciation	771,547.21	771,547.21	6,168,907.23	6,168,907.13	6,168,907.13	
80400 - Cost of Issuance	0.00		95,500.00			
80500 - Loss on Disposal of Assets	0.00		207,500.29			
<b>Total Other Expense</b>	<b>819,306.86</b>	<b>1,343,602.21</b>	<b>7,042,929.84</b>	<b>7,480,962.13</b>	<b>7,480,962.13</b>	
<b>Net Other Income</b>	<b>1,559,545.72</b>	<b>1,214,493.86</b>	<b>10,504,498.58</b>	<b>9,354,515.71</b>	<b>9,354,515.71</b>	
<b>Net Income</b>	<b>1,343,322.91</b>	<b>1,344,299.86</b>	<b>12,938,047.81</b>	<b>10,059,008.71</b>	<b>10,059,008.71</b>	



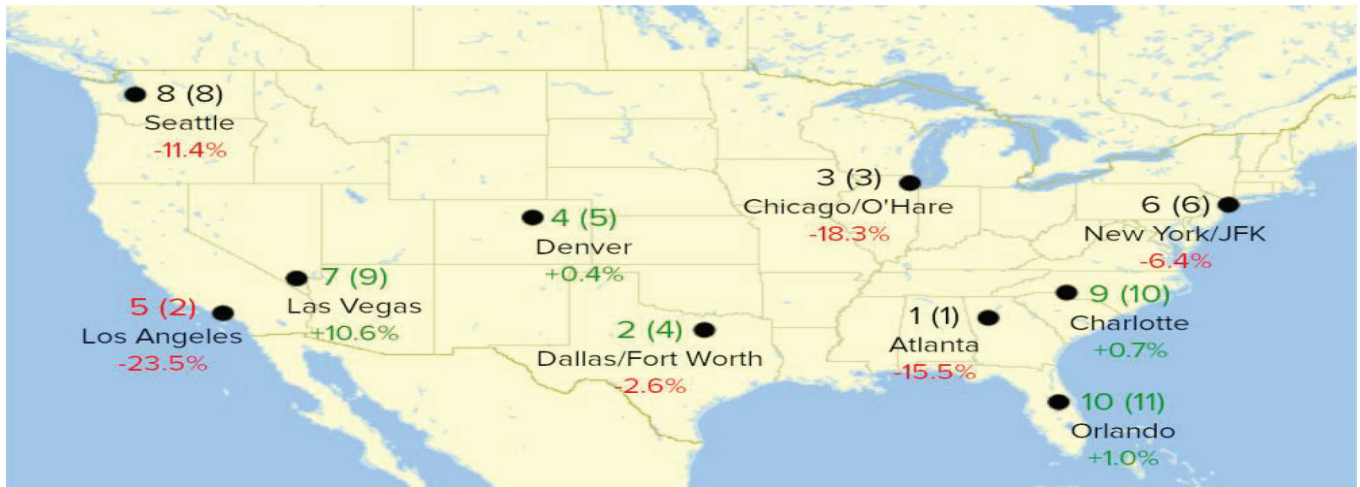
**Director's Report**  
**July 21, 2022**

**Director's Statement:** Our new terminal is working very well; again, I can't imagine trying to survive in the old terminal this summer as we move into our normal summer volume of passengers. Lots of international and domestic horror stories right now. On the international front, London Heathrow is putting a cap on airline seats into the airport to try and minimize delays. Besides a shortage of pilots, ramp crews and mechanic shortages are adding to the problem. On the domestic side, Newark and LaGuardia have had nearly 8% of their flights cancelled this summer with Chicago Midway and Orlando reporting over 30% of their flights being delayed. Overall, we have been lucky with a few outlier days here and there. I was impressed with Alaska Airlines recently as they had a sick flight attendant on one of their morning departures and sent a plane over from Spokane to drop off a flight attendant—that flight departed about an hour late but much better than a cancellation.

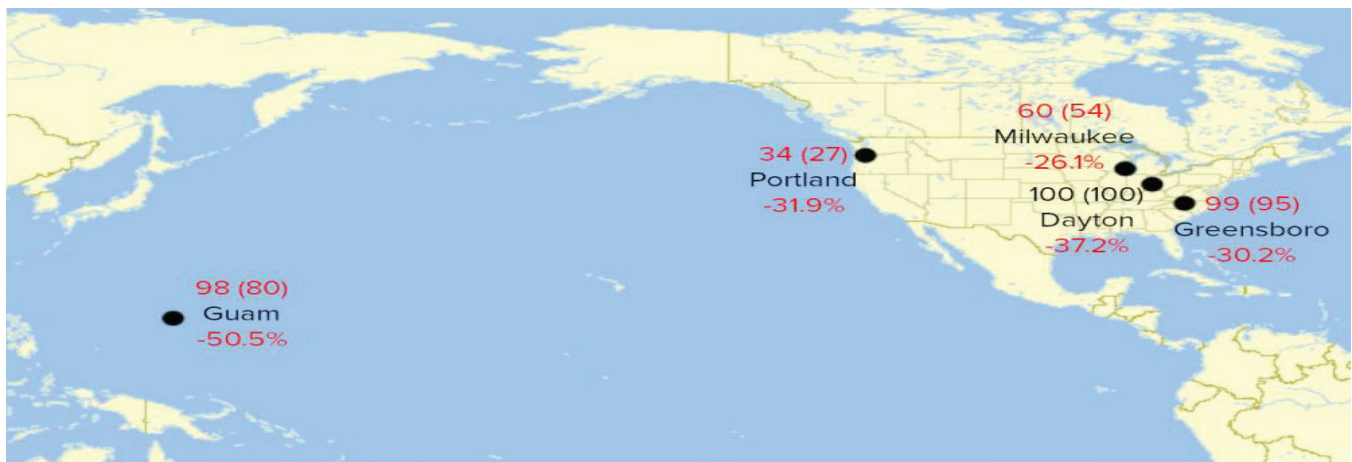
**Construction:** Phase II is in progress with a lot of prep work currently taking place. Cutting off the utilities and asbestos abatement will take place over the next few weeks with deconstruction starting around August 8<sup>th</sup>. We did receive a FAA terminal grant; we were one of 92 projects at 85 airports that received a grant in this year's applications. The FAA received over 650 applications requesting over \$14 billion in funding. Thank you to both Tim and Shaun for helping put that application together. Within the next couple of months Tim will give a financial recap of Phase 1 as we close out the project and get reimbursement from TSA and others on the project. The temporary rental car facility is working as projected, plenty of signs to point customers in the right direction.

**2022 Air Service Update:** As we move into August, we continue to narrow the gap as compared to 2019 (our record passenger year). We will only be down 5% in available seats as compared to same month in 2019. Once we get into September, we will be on the positive side with 7% increase in seats over September of 2019. That is mainly thanks to American Airlines adding an early morning departure to Dallas along with their midday departure. This added morning departure gets you to DFW in time to hit a massive American noon departure bank. Cancun, for example, you can depart at 7 am out of MSO and get to Cancun at 3 pm in the afternoon. Due to the increase of seats, our airfares appear to be decreasing. I just did a search and found a Frontier flight to Orlando via Denver for \$104 one way in early September. I also found round trip flights to Cancun for \$419 round trip on United through Denver. American Airlines in September had round trip flights to Los Angeles as low as \$220 round trip—so deals are out there if you book early. Allegiant restarts our Orange County, CA flights on November 17<sup>th</sup>. I included a couple of graphs that show air service changes across the US, see next page.

### Top 10 US Airports by Scheduled Seats – July 2022



### Top 5 US Airport Losers by % Change in Scheduled Seats – July 2022 vs July 2019



**Board Agenda:** On this month's agenda you will find two agenda items that relate to our RFP for trash and recycling services; acceptance of our recently announced terminal grant; a couple of task orders with Morrison-Maierle for design on a laydown construction yard for Phase 2 and some boundary line readjustment work that we need to get completed. Lastly, a new car rental company wants to do business at the airport, and we have a mutual aid agreement to update.

**Federal Affairs:** The House of Representatives on Wednesday approved a six-bill "minibus" appropriations package that includes funding for the Department of Transportation and Federal Aviation Administration in Fiscal Year 2023. The transportation section of the multi-bill package includes \$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.



On the Senate side, Appropriations Chair Patrick Leahy (D-VT) plans to post his committee's 12 bills at the end of July and skip markups unless he can reach agreement with Republicans on an overall spending level for FY23 annual spending bills. In a replay of last year's appropriation's process, though, the two parties continue to be at odds on topline spending levels and policy riders. Given the lack of progress, there is a good chance that Congress will be unable to pass an omnibus spending package before funding expires on September 30 and will therefore have to resort to temporary stopgap funding bills to keep the government funded beyond the beginning of the new fiscal year on October 1.

**Miscellaneous Items:** Global Entry is back the end of August due to popular demand. For those that may be traveling internationally I would recommend this program. Few personnel changes, we just graduated a new officer from Montana's law enforcement academy. Robert Whalen, a long-time employee, transferred from our Field Department over to Public Safety and spent 12 weeks in Helena completing the course. We also hired Kathi Fritz for our front office and she has been great to work with thus far! We are currently hiring for both our Field and Building departments. Lastly, I want to thank our terminal ambassadors we hired this year. Kelly Smith, Will Rothman, Owen Cahoon, Sean Rody as I get weekly text and emails from happy customers that interact with the group.

## Missoula County Airport Authority

### Agenda Action Sheet

Meeting Date: July 26, 2022

1. **TITLE:** Mutual Aid Agreement with Missoula Fire Department

Review, discussion and possible approval of Fire Protection and Emergency Medical Service Mutual Aid Agreement Between Missoula Fire Department and Missoula Airport Authority

#### **ACTION ITEM**

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

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** The Board approved this Mutual Aid Agreement on June 25, 2019. Both parties have been acting pursuant to the provisions of the agreement since that time; however, signed copies of the agreement can not be located. Airport PSO Chief and Legal Counsel met with the City Fire Chief and Assistant Chief to review the provisions of the agreement and no changes have been recommended. The agreement outlines each department's roles and responsibilities regarding fire and emergency medical service duties and responses. Responses regarding airplane/runway emergencies are covered under MCAA's FAA-approved Emergency Plan. This agreement will automatically renew every year unless either party provides notice of their intention to terminate or amend it.

5. **BUDGET INFORMATION:** No effect on budget

6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of Fire Protection and Emergency Medical Service Mutual Aid Agreement Between Missoula Fire Department and Missoula Airport Authority

7. **RECOMMENDED MOTION:** Move to approve the Fire Protection and Emergency Medical Service Mutual Aid Agreement Between Missoula Fire Department and Missoula Airport Authority.

8. **PREPARED BY:** Lynn

9. **COMMITTEE REVIEW:** None

**FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE  
MUTUAL AID AGREEMENT  
BETWEEN  
MISSOULA FIRE DEPARTMENT  
AND MISSOULA AIRPORT AUTHORITY**

This Fire protection and Emergency Medical Service Mutual Aid Agreement is made and entered into effect this 1st day of August, 2022, between the Missoula Fire Department and the Missoula County Airport Authority ("Airport Authority"). Municipalities and other fire protection agencies or districts are authorized to enter into mutual aid agreements for protection against disasters, incidents, or emergencies pursuant to Sections 7-33-4112 and 7-33-2108 Montana Code Annotated.

**PURPOSE**

The purpose of this Mutual Aid Agreement is to promote and facilitate fire protection, rescue, and emergency medical services. The Missoula Fire Department and the Airport Authority have determined that it is mutually advantageous to render assistance to one another in responding to disasters, incidents, and emergencies that require fire protection, rescue, or emergency medical services, or any other service the party is authorized by its governing body to provide. The parties agree that the benefit the parties will derive from the availability of additional protection to life and property against loss resulting from disasters, incidents, and emergencies is ample consideration for each party to enter into this agreement.

**RESPONSE**

1. The Missoula Fire Department is required to be a notified responder to fires and other emergencies within the city limits of Missoula. See Sections 7-33-4101 and 7-33-4102 Montana Code Annotated (MCA). Airport Authority property is part of the Missoula City limits for which Missoula Fire Department must be notified and dispatched. Therefore, Missoula Fire Department will be automatically dispatched by 911 to any fire or other emergency occurring on Airport Authority property.  
Upon dispatch to provide aid within Airport Authority property, the Missoula Fire Department shall respond to its fullest ability to do so, leaving sufficient equipment available for protection of the Missoula Fire Department jurisdictional area. The Missoula Fire Department Fire Chief or designee shall dispatch available fire equipment and personnel for automatic aid response.
2. Upon receipt of request to provide mutual aid within the Missoula Fire Department jurisdictional area, the Airport Authority shall respond to its fullest ability to do so, leaving sufficient equipment available for protection of the Airport Authority jurisdictional area.

3. Missoula Fire Department shall be in command of all structure fires, fire alarms, gas line ruptures, MVC's, and all other hazard incidents inside the city limits, including the Airport Authority property. For aircraft related fire calls and medical aid calls, the Airport Authority shall be in command unless command is passed to Missoula Fire Department or there is joint command established. The incident commander has the overall responsibility for command of the scene; however, operational control of individual pieces of equipment and personnel provided by the responding party remains with that party.
4. The parties understand and agree that this agreement does not and shall not relieve either party of any duties imposed on it by law, including duties to the persons and property located within its geographical jurisdiction, and neither does this agreement create any right in or obligation to third persons by any party hereto which would not exist in the absence of this agreement.
5. The parties agree that the Missoula Fire Department Fire Chief and the Airport Authority's Chief of Public Safety shall be responsible for working together to administer this agreement and to develop and modify, as the chiefs deem necessary, the procedures necessary to implement its terms and achieve its intent, including establishing the protocols and procedures for rendering automatic mutual aid to one another.
6. This agreement constitutes the sole and adequate consideration for the performance and satisfaction of the provisions hereof. In addition, neither party shall be obligated to reimburse the other for use of its equipment, material, or personnel in rendering aid to the other party.

#### **WORKERS COMPENSATION, PROPERTY AND LIABILITY INSURANCE**

Where applicable, each party shall at all times be solely responsible for Workers Compensation Insurance for its own employees who may be assigned to provide mutual aid assistance to the other entity pursuant to this Mutual Aid Agreement. The party that originally employed the individual shall continue to be responsible for providing its own Workers Compensation Insurance for that employee while the employee is performing work pursuant to a mutual aid assignment.

Each party to this Agreement shall be solely responsible for any property damage or maintenance problems that occur to its own equipment or property while going to or from an automatic dispatch or mutual aid assignment. While at the site of an automatic dispatch or mutual aid assignment, each party shall be responsible for any property damage to its own property or equipment, except that any property damage to one party's equipment that is caused by the other party's negligence shall be the financial responsibility of the party that caused the damage.

Each party to this agreement shall carry liability insurance in at least the statutory amounts set forth in Section 2-9-108 Montana Code Annotated, \$750,000 for each claim and \$1.5 million for each occurrence.

#### **INDEMNIFICATION AND HOLD HARMLESS**

The Airport Authority shall indemnify and hold harmless the City of Missoula for any Airport Authority action that does not involve City employee action. Likewise, the City of Missoula shall indemnify and hold harmless the Airport Authority and its members for any City action that does not involve action of the Airport Authority or its members.

Each party to this Agreement shall be solely responsible for defending itself and its employees with respect to any liability claim involving an act or omission of that party's employees.

#### **TERM AND TERMINATION**

The term of this agreement shall be for one (1) year from the date of execution of the agreement with an automatic renewal for the same term if neither party wishes to make amendments and does not wish to terminate the agreement.

It is mutually agreed by the parties to this agreement that this Mutual Aid Agreement may be terminated by either party by giving at least thirty (30) days advance written notice to the other party of its desire to terminate the agreement. Violation of any of the terms of this agreement may be cause for immediate termination of the agreement.

MISSOULA AIRPORT AUTHORITY

CITY OF MISSOULA

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

Airport Director, Brian Ellestad

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

Mayor, John Engen

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

Board Chair, Adriane Beck

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

Fire Chief, Gordy Hughes

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

Chief of Public Safety, Justin Shaffer



## Missoula County Airport Authority

### Agenda Action Sheet

Meeting Date: July 26, 2022

1. **TITLE:** Agreement for Services with Republic Services for Waste Disposal and Recycling Services

Review, discussion, and possible approval of Agreement for Services with Republic Services for Waste Disposal and Recycling Services.

#### **ACTION ITEM**

2. **AGENDA CATEGORY:** (Please highlight)  
**UNFINISHED BUSINESS** NEW BUSINESS COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** At the June Board meeting, the Board awarded waste disposal and recycling services (with the exception of cardboard recycling) to Republic Services pursuant to a Request for Proposals (RFP) for both Waste Disposal and Recycling services. The parties have agreed to a contract with services beginning on August 1, 2022 with a term of three years. The terms of the RFP and the response are incorporated into the contract.
5. **BUDGET INFORMATION:** Planned for in FY2023 Budget
6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of Agreement for Services
7. **RECOMMENDED MOTION** Move to approve the Contract for Services with Allied Waste Services of North America LLC, dba Republic Services, for waste disposal and recycling services, excluding cardboard recycling, for a term of three years.
8. **PREPARED BY:** Lynn Fagan, Administrative Manager
9. **COMMITTEE REVIEW:** None.



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## AGREEMENT FOR SERVICES

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THIS AGREEMENT FOR SERVICES is made and entered into this \_\_\_ day of July, 2022, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA") and Allied Waste Services of North America LLC, dba Republic Services, a Delaware limited liability company registered to do business in Montana ("Contractor").

### Recitals

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport");
2. MCAA circulated a Request for Proposals for Waste Disposal and Recycling Services on May 19, 2022 ("the RFP");
3. Contractor's proposal was responsive and MCAA has determined that Contractor is qualified;
4. After reviewing all proposals, MCAA has determined that Contractor's proposal is the most advantageous to the Airport for waste disposal and general recycling services;

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

1. Scope of Services. Contractor shall provide commercial waste removal services at MCAA property, as outlined in the RFP and Contractor's proposal, which are attached as Exhibit A and incorporated herein, except that no cardboard recycling services shall be included. MCAA may adjust service frequency depending on flight schedules and needs with a minimum of 7 days' notice to Contractor.
2. Term. The term of the Agreement shall commence on August 1, 2022 and continue for a term of three years, terminating on July 31, 2025, unless terminated sooner pursuant to the provisions of this Agreement.
3. Fees. MCAA shall pay to the Contractor for its services the fees as outlined in Contractor's proposal and changes in service frequency shall be billed pro rata. Contractor shall invoice MCAA monthly and fees shall be paid within thirty (30) days of receipt of Contractor's invoice.
4. Representatives. MCAA's Facility Manager shall be Contractor's primary contact for all services under this Agreement. Contractor has designated \_\_\_\_\_ as the individual responsible for the services under this agreement and for being MCAA's primary contact.
5. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of MCAA for any purpose. Each party will furnish to the other such cooperation and



assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent Contractor with respect to the other. Contractor will perform or provide its services free from the supervision, direction or control of MCAA. Contractor agrees that it shall comply with the applicable requirements of Montana law relating to worker's compensation insurance. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Agreement.

6. Compliance with Laws. Contractor, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by MCAA, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or MCAA including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Contractor, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or MCAA by the Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Contractor, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against MCAA, then, in addition to any other remedies available to MCAA, Contractor will be responsible and will reimburse MCAA in the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within 15 days from the date of the invoice or written notice.
7. Badging. Contractor and its employees that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entity having security jurisdiction at the Airport. Contractor and its employees will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Contractor and its employees shall comply with all security related audits, inspections, and screenings and 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. Contractor shall be invoiced on a regular basis for badging fees as set forth in MCAA's Access Control Card Application. Fees shall be paid within 30 days of invoice.
8. Assignability. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of MCAA.



9. Indemnification. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and save MCAA, its officers, agents and employees harmless from and against any and all losses, damage, liability, claims, expenses, costs, fines, including but not limited to attorney's fees and court costs, and causes of action of every kind and character occasioned by, growing out of, or in any way arising or resulting from Contractor's presence on or use or occupancy of the Airport, Contractor's acts, omissions, negligence, activities, operations, professional negligence, or malpractice; Contractor's performance, non-performance or purported performance of this Agreement; or any breach by Contractor of the terms of this Agreement or any such acts, omissions, negligence, activities, operations, professional negligence, or malpractice of Contractor's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Contractor, that results in any bodily injury (including death) or any damage to property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Contractor shall have the duty to defend MCAA, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, MCAA, or any indemnified party. The duty to defend arises immediately upon written presentation of a claim to the Contractor.

10. Insurance. Contractor will be required to maintain general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Contractor shall maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$1,000,000 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor and its employees, agents, representatives, or subcontractors.

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 MCAA. Each such policy shall name MCAA 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 MCAA thirty (30) days written notice in advance.

11. Modifications. This Agreement may be modified in writing at any time by mutual agreement of MCAA and Contractor.



12. Records. Contractor shall maintain sufficient records incident to the performance of this Agreement to enable MCAA to document the performance of the Agreement. Contractor shall allow access to those records by MCAA. Records shall be maintained for at least three years after completion of this Agreement.
13. Public Access to Information. Contractor acknowledges that MCAA is a political subdivision of the State of Montana and its records are public and subject to disclosure under Montana law. Certain limited information may be protected from disclosure. Protected information includes information concerning individual privacy, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual privacy or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.
14. Nondiscrimination. Contractor agrees to comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations of the U.S. Department of Transportation, Title 49, Part 21.
  - a. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 26. The Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 26. The Contractor agrees to include the above statements in any subsequent agreement or contract covered by 49 CFR Part 26, that it enters and cause those businesses to similarly include the statements in further agreements.
  - b. Contractor agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
  - c. Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event of such noncompliance, MCAA shall have the right to terminate this Agreement and the estate created without liability therefor or at the election of MCAA or the United States either or both shall have the right to judicially enforce said provisions.
  - d. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MCAA or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses

to furnish this information, the Contractor shall so certify to MCAA or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

15. General Civil Rights Provisions. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and sub-tier Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

25. Termination of Agreement. Each party shall have the right to terminate this Agreement with cause if:
- a. The other party violates any provision of this Agreement;
  - b. The other party: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or Montana statute; (iii) becomes insolvent or subject to direct control by a trustee, receiver, or similar authority; (iv) has liquidated, voluntarily or otherwise; or (v) is unable to perform under the terms of this Agreement.

MCAA reserves the right to cancel this Agreement at any time in event of default or violation by Contractor of any provision of this Agreement. MCAA may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

26. Notices. A notice, demand or other communication under this Agreement by one party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, or delivered personally; and
- a. In the case of Contractor is addressed or delivered personally to:  
  
Chad Bauer  
Municipal Manager  
Republic Services  
1501 Rodgers Street  
Missoula, MT 59802
  - b. In the case of MCAA, is addressed or delivered personally to:  
  
Missoula County Airport Authority  
5225 Highway 10 West  
Missoula, MT 59808-9399  
Attention: Airport Director




27. Governing Law and Venue. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
28. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
29. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
30. Attorney Fees. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
31. Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.
32. Waiver. The failure of MCAA or Contractor to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
33. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.

IN WITNESS WHEREOF, MCAA and Contractor have executed this Agreement as of the date first written above.

MISSOULA COUNTY AIRPORT AUTHORITY

ALLIED WASTE SERVICES OF NORTH  
AMERICA, LLC

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

  
\_\_\_\_\_  
By: Don Moss, General Manager

## Missoula County Airport Authority

### Agenda Action Sheet

Meeting Date: July 26, 2022

1. **TITLE:** Agreement for Services with Grizzly Disposal for Cardboard Recycling Services  
  
Review, discussion, and possible approval of Agreement for Services with Grizzly Disposal for Cardboard Recycling Services.  
  
**ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)  
**UNFINISHED BUSINESS** NEW BUSINESS COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** At the June Board meeting, the Board awarded cardboard recycling services to L&L Site Services, dba Grizzly Disposal pursuant to a Request for Proposals (RFP) for both Waste Disposal and Recycling services. The parties have agreed to a contract with services beginning on August 1, 2022 with a term of three years. The terms of the RFP and the response are incorporated into the contract.
5. **BUDGET INFORMATION:** Planned for in FY2023 Budget
6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of Agreement for Services
7. **RECOMMENDED MOTION** Move to approve the Contract for Services with L&L Site Services, dba Grizzly Disposal for cardboard recycling for a term of three years.
8. **PREPARED BY:** Lynn Fagan, Administrative Manager
9. **COMMITTEE REVIEW:** None.



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## AGREEMENT FOR SERVICES

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THIS **AGREEMENT FOR SERVICES** is made and entered into this 19<sup>th</sup> day of July, 2022, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA") and L&L Site Services, Inc. dba Grizzly Disposal, a Montana corporation ("Contractor").

### Recitals

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport");
2. MCAA circulated a Request for Proposals for Waste Disposal and Recycling Services on May 19, 2022 ("the RFP");
3. Contractor's proposal was responsive and MCAA has determined that Contractor is qualified;
4. After reviewing all proposals, MCAA has determined that Contractor's proposal is the most advantageous to the Airport for cardboard recycling services;

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

1. Scope of Services. Contractor shall provide cardboard recycling services at MCAA property, as outlined in the RFP and Contractor's proposal, which are attached as Exhibit A and incorporated herein. MCAA may adjust service frequency depending on flight schedules and needs with a minimum of 7 days' notice to Contractor.
2. Term. The term of the Agreement shall commence on August 1, 2022 and continue for a term of three years, terminating on July 31, 2025, unless terminated sooner pursuant to the provisions of this Agreement.
3. Fees. MCAA shall pay to the Contractor for its services the fees as outlined in Contractor's proposal and changes in service frequency shall be billed pro rata. Contractor shall invoice MCAA monthly and fees shall be paid within thirty (30) days of receipt of Contractor's invoice.
4. Representatives. MCAA's Facility Manager shall be Contractor's primary contact for all services under this Agreement. Contractor has designated Billy Fisher as the individual responsible for the services under this agreement and for being MCAA's primary contact.
5. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of MCAA for any purpose. Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent Contractor with respect to the other.



Contractor will perform or provide its services free from the supervision, direction or control of MCAA. Contractor agrees that it shall comply with the applicable requirements of Montana law relating to worker's compensation insurance. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Agreement.

6. Compliance with Laws. Contractor, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by MCAA, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or MCAA including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Contractor, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or MCAA by the Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Contractor, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against MCAA, then, in addition to any other remedies available to MCAA, Contractor will be responsible and will reimburse MCAA in the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within 15 days from the date of the invoice or written notice.
7. Badging. Contractor and its employees that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entity having security jurisdiction at the Airport. Contractor and its employees will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Contractor and its employees shall comply with all security related audits, inspections, and screenings and 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. Contractor shall be invoiced on a regular basis for badging fees as set forth in MCAA's Access Control Card Application. Fees shall be paid within 30 days of invoice.
8. Assignability. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of MCAA.



9. Indemnification. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and save MCAA, its officers, agents and employees harmless from and against any and all losses, damage, liability, claims, expenses, costs, fines, including but not limited to attorney's fees and court costs, and causes of action of every kind and character occasioned by, growing out of, or in any way arising or resulting from Contractor's presence on or use or occupancy of the Airport, Contractor's acts, omissions, negligence, activities, operations, professional negligence, or malpractice; Contractor's performance, non-performance or purported performance of this Agreement; or any breach by Contractor of the terms of this Agreement or any such acts, omissions, negligence, activities, operations, professional negligence, or malpractice of Contractor's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Contractor, that results in any bodily injury (including death) or any damage to property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Contractor shall have the duty to defend MCAA, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, MCAA, or any indemnified party. The duty to defend arises immediately upon written presentation of a claim to the Contractor.

10. Insurance. Contractor will be required to maintain general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Contractor shall maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$1,000,000 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor and its employees, agents, representatives, or subcontractors.

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 MCAA. Each such policy shall name MCAA 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 MCAA thirty (30) days written notice in advance.

11. Modifications. This Agreement may be modified in writing at any time by mutual agreement of MCAA and Contractor.



12. Records. Contractor shall maintain sufficient records incident to the performance of this Agreement to enable MCAA to document the performance of the Agreement. Contractor shall allow access to those records by MCAA. Records shall be maintained for at least three years after completion of this Agreement.
13. Public Access to Information. Contractor acknowledges that MCAA is a political subdivision of the State of Montana and its records are public and subject to disclosure under Montana law. Certain limited information may be protected from disclosure. Protected information includes information concerning individual privacy, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual privacy or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.
14. Nondiscrimination. Contractor agrees to comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations of the U.S. Department of Transportation, Title 49, Part 21.
  - a. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 26. The Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 26. The Contractor agrees to include the above statements in any subsequent agreement or contract covered by 49 CFR Part 26, that it enters and cause those businesses to similarly include the statements in further agreements.
  - b. Contractor agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
  - c. Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event of such noncompliance, MCAA shall have the right to terminate this Agreement and the estate created without liability therefor or at the election of MCAA or the United States either or both shall have the right to judicially enforce said provisions.
  - d. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MCAA or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses

to furnish this information, the Contractor shall so certify to MCAA or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

15. General Civil Rights Provisions. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and sub-tier Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

25. Termination of Agreement. Each party shall have the right to terminate this Agreement with cause if:
- a. The other party violates any provision of this Agreement;
  - b. The other party: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or Montana statute; (iii) becomes insolvent or subject to direct control by a trustee, receiver, or similar authority; (iv) has liquidated, voluntarily or otherwise; or (v) is unable to perform under the terms of this Agreement.

MCAA reserves the right to cancel this Agreement at any time in event of default or violation by Contractor of any provision of this Agreement. MCAA may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

26. Notices. A notice, demand or other communication under this Agreement by one party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, or delivered personally; and

- a. In the case of Contractor is addressed or delivered personally to:

Billy Fisher  
General Manager  
14377 Pulp Mill Road  
Missoula, MT 59808

- b. In the case of MCAA, is addressed or delivered personally to:

Missoula County Airport Authority  
5225 Highway 10 West  
Missoula, MT 59808-9399  
Attention: Airport Director



27. Governing Law and Venue. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
28. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
29. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
30. Attorney Fees. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
31. Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.
32. Waiver. The failure of MCAA or Contractor to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
33. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.

IN WITNESS WHEREOF, MCAA and Contractor have executed this Agreement as of the date first written above.

MISSOULA COUNTY AIRPORT AUTHORITY

L&L SITE SERVICES

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



\_\_\_\_\_  
By: BILLY FISHER - GENERAL MANAGER

## Missoula County Airport Authority

### Agenda Action Sheet

Meeting Date: July 26, 2022

1. **TITLE:** Authorization to Accept FAA Terminal Discretionary Grant

Review, discussion, and possible pre-authorization for Airport Director to accept upcoming Terminal Discretionary Grant for FY 2022.

#### **ACTION ITEM**

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

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** The Federal Aviation Administration (FAA) announced over \$968 million in fiscal year 2022 (FY22) discretionary grants that will be issued under the newly established Airport Terminal Program (ATP), which was created by the Infrastructure and Investment and Jobs Act (IIJA), commonly known as the Bipartisan Infrastructure Law (BIL). The grants announced will fund 92 projects at 85 airports, focusing on terminal reconstruction, development, and accessibility; improving energy efficiency for terminals; and replacing airport-owned air traffic control (ATC) towers; among many other purposes.

The FAA received over 650 applications requesting over \$14 billion in funding; Missoula will receive \$11 million through this program.

5. **BUDGET INFORMATION:**  
Amount Required:  
Budget amount available: \$1.1 million will be required for our 10% local match requirement

6. **SUPPLEMENTAL AGENDA INFORMATION:**

7. **RECOMMENDED MOTION:** Move to pre-authorize the Airport Director to accept upcoming Terminal Discretionary Grant for this FY 2022 fiscal year.

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

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

**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: July 26, 2022

1. **TITLE:** Task Order No. 45 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion and possible approval of Task Order No. 45 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for Final Design Services for a relocated Fuel Truck Access Road and Laydown Area in conjunction with the East Concourse Terminal Project and matters related thereto. **ACTION ITEM**

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

3. **TIME REQUIRED:** 10 Minutes

4. **BACKGROUND INFORMATION:** In an effort to alleviate an overflowing terminal parking lot, an expanded laydown area for Martel Construction (via the East Concourse Project) will need to be constructed. This will give Martel more room for staging and get them out of the old Rental Car Parking Lot where there are currently staging. MSO employees will then move into the old Rental Car Parking Lot which allows the terminal parking lot to serve rental cars and more public parking.

Before the laydown yard is constructed, the existing Fuel Truck Access Road needs to be relocated. The finished construction of this road will provide easier access to the air carrier ramp.

At the completion of the East Concourse Project, the laydown area for Martel will turn into a new employee parking lot. Transitioning the laydown area into an employee parking will create a minimum of 200 new parking stalls for terminal use paid parking.

Design will begin immediately in hopes of having plans ready to bid and construct the Fuel Truck Access Road in late September. The laydown area will be bid in December and constructed in the spring of 2023.

5. **BUDGET INFORMATION:** Amount Required: \$75,000  
AIP Funds: \$55,579  
MSO Share: \$19,421
6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 45 Scope and Fee.
7. **RECOMMENDED MOTION:** Move to Approve Task Order No. 45 with Morrison-Maierle in the amount of \$75,000.00.
8. **PREPARED BY:** Brian Ellestad
9. **COMMITTEE REVIEW:** None.

## TASK ORDER-45

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

#### Task Order

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

#### SPECIFIC PROJECT DATA

##### **TITLE: NEW PASSENGER TERMINAL BUILDING EAST CONCOURSE LAYDOWN AREA & FUEL TRUCK ACCESS ROAD – FINAL DESIGN**

- I. Objective: To complete final design and prepare bidding documents for the laydown area and relocated fuel truck access road on the east side of the air carrier ramp and in conjunction with the East Concourse Terminal Project.

**Design Services:** This project will be design under two separate schedules that will be phased out over time as one project.

- **Schedule-1 – Relocation of the Fuel Truck Access Road.** Design on this schedule will begin immediately. Separate bidding and construction documents will be produced for this schedule and ready for GC/CM budgeting in mid-September 2022.
- **Schedule 2 – Construction of East Side Laydown Area.** Design will begin shortly after bidding documents are released for Schedule 1. Separate bidding and construction documents will be produced for this schedule and ready for GC/CM budgeting in early winter 2022.
- **Schedule 3 – Completion of the Employee Parking Lot.** This would be the final phase of the project, but the final design portions for this lot (final parking stall layout, asphalt, site lighting, security cameras, access control gates, security fence installation) will be on hold for a later date.

**Deliverables:** At the completion of this Task Order, the ENGINEER will deliver the following documents to the OWNER and FAA-Helena ADO for review:

- Final Plans/Specs for bidding purposes
- Construction Safety and Phasing Plan (CSPP)
- Recommendation of Award for construction

**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**

1. Develop project scope and fee for Task Order as well as finalize project schedule with GC/CM.
2. Communicate project progress, design issues, scheduling and construction project scope, bidding dates and miscellaneous project requirements with the OWNER and FAA-Helena ADO. The following are estimated communication points used to properly manage the project:
  - Internal Design Team Meetings (weekly)
  - OWNER Milestone Meetings (2 meetings per design schedule)
  - FAA Coordination
  - Coordination with Airport Tenants



3. Coordinate, prepare and submit the following project documents on behalf of the OWNER:
  - FAA Grant Application and Sponsor Certifications
  - Environmental Documentation (CAT-EX)
  - 7460 for Airspace Analysis
  - Monthly Invoicing and RFR Paperwork
4. Complete internal quality assurance reviews.

## **B. Final Design Services**

1. Perform site survey for the project. Survey will include:
  - Establish Survey Control
  - Topography
  - Utility verification
2. Solicit geotechnical subconsultant to assist with fuel truck access road pavement section recommendations. Subsurface conditions are well known in this area, therefore subsurface investigations are not required for this project.
3. Study alternative layouts for laydown area, and finished stall configuration in the future employee parking lot. It is anticipated that three (3) configurations for each will be presented for Airport review.
4. Finalize Fuel Truck Access Road plan and profile, grading plans. This will include connections to East GA Ramp and Air Carrier Ramp.
5. Finalize grading plans for laydown area and future employee parking lot.
6. Finalize storm drainage collection points, catch basin designs and connections to existing infrastructure. This shall include an edge drain system for both the fuel truck road and parking lot.
7. Finalize standard details for the project.
8. Complete an updated CSPP for Schedule I and II.
9. Prepare for and attend a Safety Management System (SMS) review of the project.
10. Coordinate design, schedule, and budget reviews with the GC/CM.
11. Project specifications that were completed under the East Concourse Terminal Project will be utilized for this project.

## **C. Bidding Services (Schedule 1)**

1. Prepare bidding documents for Schedule 1.
2. Deliver hard copy plans to the OWNER, and electronic plans to GC/CM for distribution to subcontractors, suppliers and manufacturers.
3. Conduct Pre-Bid Conference.
4. Respond to bidder inquiries during the advertisement period; coordinate all design team responses and prepare addendums to Plans and Specifications as required. Three addendums are anticipated per bid package.
5. Attend bid opening.
6. Coordinate bid tabulations with the GC/CM and Design Team, cross reference all bid results with design elements, analyze validity of bids and identify any additional value engineering items.

7. Assist GC/CM in compiling a Guaranteed Maximum Price for the bid package, make recommendation of award to the OWNER.

**D. Bidding Services (Schedule 2)**

1. Prepare bidding documents for Schedule 2.
2. Deliver hard copy plans to the OWNER, and electronic plans to GC/CM for distribution to subcontractors, suppliers and manufacturers.
3. Conduct Pre-Bid Conference.
4. Respond to bidder inquiries during the advertisement period; coordinate all design team responses and prepare addendums to Plans and Specifications as required. Three addendums are anticipated per bid package.
5. Attend bid opening.
6. Coordinate bid tabulations with the GC/CM and Design Team, cross reference all bid results with design elements, analyze validity of bids and identify any additional value engineering items.
7. Assist GC/CM in compiling a Guaranteed Maximum Price for the bid package, make recommendation of award to the OWNER.

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

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

<u>Milestone</u>	<u>Completion Date</u>
A. Schedule 1 Bidding Documents	September 9, 2022
B. Schedule 2 Bidding Documents	December 2, 2022

**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 Lump Sum (LS). Total compensation for this Task Order is estimated to be:

	<u>Labor</u>	<u>Expense*</u>	<u>Total</u>
Final Design Services	\$59,925	\$15,075	\$75,000

**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 – Geotechnical Consultant

**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: July 26, 2022

**ENGINEER**

Shaun P. Shea 7.22.22  
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](mailto: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](mailto:bellestad@flymissoula.com)  
E-Mail Address

(406) 728-4381  
Phone

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<small>GRAPHIC SCALE AND COLOR THIS SHEET MUST BE REPRODUCED AND INTENDED TO BE IN COLOR. THE BAR REPRODUCED HEREIN IS FOR USE IN ORIGINAL DESIGN SCALE AND RED, GREEN, AND BLUE WILL BE VISIBLE IN REPRODUCTION ONLY. MISSOURI PLANS ACCORDINGLY</small>	REVISIONS				DRAWN BY: TBL DESIGN BY: TBL APPROVED BY: MISSOULA DATE: _____ CHECK REVIEW BY: _____ DATE: _____	MISSOULA MONTANA AIRPORT MSO EAST CONCOURSE EXPANSION MONTANA EAST CONCOURSE PARKING EXPANSION PRELIMINARY EXHIBIT	PROJECT NUMBER
	NO.	DESCRIPTION					BY
							47 EX-1



**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: July 26, 2022

1. **TITLE:** Task Order No. 46 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion and possible approval of Task Order No. 46 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for a Boundary Line Adjustment for a non-aeronautical use lot on Airport Property 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:** Morrison-Maierle will complete a boundary line adjustment on an existing lot on Airport Property so the use of this lot is in compliance with City of Missoula zoning regulations. A legal boundary survey, new property corners, and a new Certificate of Survey will be filed with the City of Missoula for the non-aeronautical use that is leasing this lot from the Airport.

5. **BUDGET INFORMATION:** Amount Required: \$7,000  
MSO Reserves: \$7,000

6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 46 Scope and Fee

7. **RECOMMENDED MOTION:** Move to Approve Task Order No. 46 with Morrison-Maierle in the amount of \$7,000 to complete a boundary line adjustment.

8. **PREPARED BY:** Lynn Fagan

9. **COMMITTEE REVIEW:** None.

## Missoula County Airport Authority

### Agenda Action Sheet

Meeting Date: July 26, 2022

1. **TITLE:** Off Airport Rental Car Agreement with Sojourn Vehicle Rental, LLC  
  
Review, discussion and possible approval of Off Airport Rental Car Agreement with Sojourn Vehicle Rental, LLC  
**ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)  
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** Sheila Lang-Bullard, organizer and member of Sojourn Vehicle Rental, LLC, has been advertising her other business, Montana Adventure Shuttle, on airport for over five years and has also been a commercial lane user. She recently started Sojourn Vehicle Rental, LLC and met with staff about being able to leave vehicles on airport for customers who are flying in and out of the airport. The business does all the paperwork prior to rental so none of that will occur on site. If the vehicles are left in the parking lot, either the business or the customer will pay the applicable parking fees. The term of the agreement is for three years to coincide with the next RFP for on-airport car rentals. This is basically the same agreement our other off-airport rental car companies have executed.
5. **BUDGET INFORMATION:** 6% concession fee – not included in FY23 Budget
6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of Off Airport Rental Car Agreement with Sojourn Vehicle Rental, LLC
7. **RECOMMENDED MOTION:** Move to approve the Off Airport Rental Car Agreement with Sojourn Vehicle Rental, LLC for a term of three years.
8. **PREPARED BY:** Lynn
9. **COMMITTEE REVIEW:** None

## **OFF AIRPORT RENTAL CAR OPERATION AND FACILITIES USE AGREEMENT**

This Off Airport Rental Car Operation and Facilities Use Agreement ("the Agreement") is made and entered into this 26<sup>th</sup> day of July, 2022, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("the Authority") and Sojourn Vehicle Rental, LLC, 5250 Karen Court, Missoula, MT 59803, a Montana Limited Liability Company ("the Operator").

### **RECITALS**

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("Airport");
2. The Operator owns and operates an automobile rental company and desires to operate on airport for pick-up and drop-off of vehicles;

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 1 Term**

- 1.1 The term of this Agreement shall be for three (3) years commencing on August 1, 2022.

### **Article 2 Contract Fee**

- 2.1 Operator shall pay to the Authority a monthly contract fee equal to six percent (6%) of each month's gross receipts as hereinafter defined from car rentals to customers picked up at the Missoula Montana Airport.
- 2.2 "Gross Receipts" as used throughout the Agreement means all charges which are received by Operator from its Airport Customers.
- 2.3 "Airport Customer" as used throughout this Agreement means anyone who uses the Airport to pick up or drop off a vehicle rented from Operator.
- 2.4 Operator agrees to conduct its business practices and to deal with its customers with fairness and integrity. In this regard, it is expected that Operator will include in its charges to customers all of its costs, expenses and profits. However, Operator agrees that if the Contract Fee is listed as a separate charge in any of the Operator's advertised rates or rental agreements, such separate charge shall be disclosed to the customer at the time of reservation and again at the time of the actual rental. Furthermore, if the Contract Fee is charged, it must be charged to all customers in a fair and consistent manner. Such fee shall be disclosed and shall not be listed as a surcharge or tax and shall not exceed 6%.
- 2.5 Operator shall pay all fees due under this Agreement to the Authority on or before the 20<sup>th</sup> of each month. All payments made under this Agreement will be sent to the Authority at the address set forth in this Agreement, or to whatever other person and/or address the Authority designates in writing.



- 2.6 Operator shall pay a late charge of ten cents (\$.10) for each one dollar of each payment that is more than twenty (20) days in arrears to cover the extra expense involved in handling delinquent payments. Any payment made after that date will not be considered complete unless it includes this late payment charge. Late charges accrue interest at the rate of ten (10%) percent per annum. Operator will be in default under this Agreement until the late payment charge is paid.

### **Article 3**

#### **Statements, Books and Records**

- 3.1 On or before the 20<sup>th</sup> day of each calendar month, Operator shall submit to Authority a statement of its gross receipts of its operations at the Airport during the preceding month in the form acceptable to the Authority. Each statement shall be signed by a responsible accounting officer of Operator. Operator shall keep full and accurate books and records showing all of its said gross receipts pertaining to operations at the Airport, and Authority shall have the right, through its representatives, and at all reasonable times to inspect such books and records. Operator hereby agrees that all such records and instruments will be made available to Authority for at least a three (3) year period after termination of this Agreement.
- 3.2 Operator shall keep, throughout the term of this Agreement, all books of accounts and records customarily used in this type of operation, in accordance with Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for three years following the expiration or termination of this Agreement. Operator shall maintain a record of each vehicle rental agreement written at the Airport, including a copy of each original agreement signed by Operator's customer. Accountability for the numerical sequence of contracts issued and unissued shall be maintained. Accounting records of Operator shall be stored sequentially, or in such other manner approved by the Authority, to provide reasonable and expeditious access for audit purposes. Failure to maintain books of accounts and records as required hereunder shall be deemed to be a material breach of this Agreement. The obligations arising under this section 4.2 shall survive the termination of this Agreement.
- 3.3 Operator shall furnish within sixty (60) days after the close of each anniversary year of this Agreement a written statement to the Authority stating that the fees paid by Operator to Authority during the preceding year pursuant to the Agreement were made in accordance with the terms of this Agreement. Such statement shall also contain a list of the gross receipts as shown on the books and records of Operator and which were used to compute the fees paid to Authority during the period covered by the statement. The statement will be in a form approved by the Authority and signed by an authorized representative of Operator.

### **Article 4**

#### **Audit**

- 4.1 Authority reserves the right, at Authority's expense, to audit the Operator's books and records of receipts at any time for the purpose of verifying Operator's gross receipts. If, as a result of such audit, it is established that Operator has understated the gross receipts by five (5%) percent or more, the entire expense of said audit shall be borne by Operator. Any fees due as a result of an audit shall include interest at ten (10%) percent per annum from the date

such fees were originally due. Additional fees due as a result of an audit shall be paid within 30 days of the completion of the audit.

- 4.2 The Authority at its own cost may conduct “curbside” inspections for the purpose of verifying contract compliance. Operator agrees to assist the Authority by supplying the name of vehicle renters returning to or departing from the Airport.

## **Article 5 Use of Premises**

- 5.1 It is understood and made a specific condition of this Agreement that if Operator is the holder of a license, franchise, agency agreement or other form of consent from a company or corporation, it shall do business at the Airport under the trade name and style of that company or corporation.
- 5.2 Operator shall use Airport premises for pickup and delivery services for incoming/outgoing customers using the Airport. Operator shall prepare and execute all documents off airport for the renting of vehicles. Operator may leave vehicles in the parking lot for their customers to pick up subject to all regular parking fees.
- 5.3 It is understood and agreed that this Agreement does not permit the placing of advertising or telephones on Airport premises by Operator. The placement of any advertising on Airport premises shall be subject to appropriate arrangements being made with the Airport Authority.
- 5.4 This Agreement does not authorize the solicitations of car rental business on airport premises. Operator may use an Authority approved handheld sign to assist in locating their customers. Meeting and greeting activities are restricted to the public baggage claim area designated for that purpose.
- 5.5 Operator may use the Commercial Lane for the pickup or drop off of its customers at the Airport, provided all applicable rules and regulations are followed. See MCAA Ground Transportation Rules, Regulations and Fees. Operator is prohibited from leaving rental cars in the Commercial Lane for their customers to pick up.
- 5.6 Rental contracts cannot be written on the airport. Rental contracts cannot be left in the rental vehicle for customers to find and execute.

## **Article 6 Additional Obligations of Operator**

- 6.1 Operator shall require its personnel who deal with the public to be neat, clean and courteous.
- 6.2 Operator shall furnish prompt and efficient rental car service adequate to meet all reasonable demands for automobile rental. Rental automobiles will be maintained in good operating order, free from known mechanical defects, and in a clean, neat and attractive condition, inside and out.
- 6.3 Operator, in conducting its business on the Airport, will observe and obey all valid laws, ordinances, and reasonable Airport Rules and Regulations now in force or hereinafter adopted, governing the conduct of Operator and its employees.

6.4 The Authority reserves the following rights:

- a. The right to further develop or improve its property as it sees fit regardless of the desires or views of Operator and without interference or hindrance from Operator.
- b. Notwithstanding anything contained in this Agreement that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement for Operator to use the Airport are non-exclusive.

## **Article 7**

### **Indemnity and Insurance**

- 7.1 It is specifically understood and agreed that Operator is engaged in an independent business enterprise using the Airport premises, and Operator is responsible for the acts and omissions of Operator's owners, officers, agents and employees. As further consideration for the use of Airport premises, Operator agrees to indemnify and hold the Authority and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which the Authority, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Operator, its officers, agents or employees in the use of the Airport and its facilities. Operator shall give the Authority, and the Authority shall give Operator, prompt and timely notice of any claims made or service of process in any suit or action concerning any such injuries or damage of which the party giving such notice shall be aware.
- 7.2 Operator shall promptly, prior to operating under this Agreement, secure liability insurance in the single limit amount of not less than \$1,500,000.00 for bodily injury and property damage per occurrence, in a company(ies) acceptable to the Authority, in which policy the Authority shall be named as additional insured. The Operator shall annually furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to the Authority.
- 7.3 The Operator shall further obtain and maintain, during the term hereof, public liability insurance covering the operations of rental automobiles hereunder, in the amounts of not less than \$25,000.00 for personal injury or death of any one person in any one accident; \$50,000.00 for personal injury or death in any one accident; and \$10,000.00 for damage to property in any one accident. Such insurance policy shall name the Authority as additional insured. The Operator shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to the Authority. Satisfactory evidence includes a valid Certificate of Self-Insurance, issued by the State of Montana, Department of Justice as defined in MCA § 61-6-143.
- 7.4 The procuring of such policy or policies of insurance as required herein shall not be construed to be a limitation upon Operator's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Operator's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Operator's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or neglect connected with or arising from the operations of Operator under this Agreement.

## **Article 8 Default**

- 8.1 The following events constitute a default by Operator:
- a. If the Operator should breach or fail to perform any of the terms, covenants, or conditions of this Agreement.
  - b. If the Operator should fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Montana, the City of Missoula and the Missoula County Airport Authority.
  - c. If the Operator should default in or fail to make payments at the times and in the amounts as required under this Agreement.
- 8.2 Upon default by Operator in performance of any of the terms or conditions of this Agreement, the Authority shall provide notice in writing specifying the nature of said default and demanding that such default be cured or corrected ("Notice of Default"). If the default is not corrected within 30 days of the date of the Notice of Default, the Authority may terminate this Agreement by issuing a Notice of Termination. If the Authority issues a Notice of Termination, the Operator shall immediately cease operations at the Airport. In such event Operator agrees to pay all costs, including a reasonable attorney fee, incurred by Authority as a result of such default.
- 8.3 In the event the Operator shall file a petition in bankruptcy or be adjudged bankrupt or insolvent by a court or make any assignment for the benefit of creditors, the Authority may, at its option, immediately terminate this Agreement without regard to curative time periods.
- 8.4 The rights and remedies herein granted to the Authority shall be in addition to any other rights and remedies to which the Authority is by law entitled and not in lieu thereof.
- 8.5 In the event of a default in payment by Operator, the Authority shall have the right to require an audit of Operator's books as provided in Section 4.1, provided however, the expense of said audit shall be borne by Operator.

## **Article 9 Assignment**

- 9.1 Operator shall not assign or transfer the whole or any part of this Agreement, or rights and privileges granted herein, without first having obtained the written consent of the Authority.

## **Article 10 Successors and Assigns**

- 10.1 All the covenants, stipulations and agreements herein shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

## **Article 11 Non-discrimination and Other Federal Requirements**

- 11.1 Operator agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 11.2 The Operator shall comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation, and as these regulations may be amended.
- 11.3 Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event of such noncompliance, the Authority shall have the right to terminate this lease and the estate created without liability therefor or at the election of the Authority or the United States either of both shall have the right to judicially enforce said provisions.

## **Article 12 Notice**

- 12.1 All default or termination notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may by written notice designate:

The Authority:

Airport Director  
Missoula County Airport Authority  
5225 Highway 10 West  
Missoula, MT 59808

Operator:

Sheila Lang-Bullard  
Sojourn Vehicle Rental, LLC  
5250 Karen Court  
Missoula, MT 59803-2544

## **Article 13 Miscellaneous**

- 13.1 In the event any covenant, term, condition or provisions set forth herein is held invalid by any court of competent jurisdiction, the invalidity of such covenant, term or provision shall in no way effect the remainder of this Agreement. It is further understood and agreed that the paragraph headings set forth herein are for convenience only and shall in no way effect the interpretation or construction of this Agreement.
- 13.2 The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
- 13.3 In performance of its duties under this Agreement, Authority and Operator both are and shall remain, independent entities. No provision of this agreement shall be construed to make either party, its officers, agents, contract consultants, or employee individually or collectively,

employees of, or partners or joint venturers with the other. Further, each party is responsible for the acts and omissions connected with the work and persons directly or indirectly employed including their subconsultants and their employees. Operator shall be responsible for all employer contributions for Worker's Compensation and other insurance programs and withholdings required by state and federal law.

- 13.4 This Agreement represents the entire agreement of the parties and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
- 13.5 In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
- 13.6 The place of performance of this Agreement shall be in Missoula County, Montana. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
- 13.7 This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties.
- 13.8 The parties represent and warrant that each has taken all official, company or corporate action necessary to authorize the execution and performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this \_\_\_\_ day of July, 2022.

Missoula County Airport Authority

Sojourn Vehicle Rental, LLC

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Brian Ellestad, A.A.E.  
Acting Airport Director

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Sheila Lang-Bullard