

Missoula County Airport Authority Regular Board Meeting

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

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

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

Documents will be available on the airport's website, www.flymissoula.com, by 9 a.m. on the meeting date. Members of the public can submit comments by email to: lfagan@flymissoula.com.

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

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

You can also dial in using your phone.

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

Access Code: 362-010-253

- Chair to call the meeting to order.
 - Advise the Public the meeting is being recorded.
 - Seating of Alternate Commissioner if needed.
 - Approval of the Agenda.
- Public Comment.
- Review and approve the minutes of the Regular Board meeting dated July 26, 2022. **Pg 3**
- Approval of Claims for Payment – Teri Norcross **Pg 9**
- Financial Report – Teri Norcross **Pg 11**
- Director's Report – Brian Ellestad **Pg 21**
- Legal Report – Lynn Fagan
- Committee Updates –

Business Development Committee: No Activity
Contract and Lease Committee: No Activity
Executive Committee: Met August 30, 2022
Facility and Operations Committee: Met July 26, 2022
Finance Committee: Met July 26, 2022
General Aviation Committee: No Activity
Legislative Committee: No Activity
Marketing Committee: No Activity

Unfinished Business

- Republic Parking Rate Change – Brian Ellestad [Pg 26](#)
- Motorola 800 MHz Radio System Purchase – Tim Damrow [Pg 32](#)
- Martel Construction – Contract Amendment #17 Change Order #1 - Deductive Change Order – Tim Damrow [Pg 52](#)
- Martel Construction – Contract Amendment #20 Change Order #1 - Deductive Change Order – Tim Damrow [Pg 52](#)
- Knife River – Change Order #1 to the contract with Knife River for the construction of the Terminal Exit Plaza Project - Tim Damrow [Pg 55](#)
- Knife River – Change Order #1 to the contract with Knife River for the construction of Terminal Parking Lost Expansion Project - Tim Damrow [Pg 57](#)

New Business

- Civil Air Patrol, Missoula Composite Squadron, Lease Agreement – Tim Damrow [Pg 59](#)
- Morrison-Maierle Contract Amendment No. 04 to Task Order No. 09 to the Master Agreement for Professional Engineering Services - Tim Damrow [Pg 69](#)
- Pre-authorization to accept discretionary FAA AIP Grant – Brian Ellestad [Pg 80](#)
- Purchase of Boundary Fencing – Brian Ellestad [Pg 81](#)

Information/Discussion Item(s)

September Board Meeting – Tuesday, September 27, 2022, 1:30 p.m.

MISSOULA COUNTY AIRPORT AUTHORITY
Regular Board Meeting
July 26, 2022
1:30 pm, Johnson Bell Conference Room

THOSE PRESENT

BOARD:

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

STAFF:

Director Brian Ellestad
Deputy Director Tim Damrow
Finance Manager Teri Norcross
Administrative Manager Lynn Fagan
Business Development Manager Dan Neuman
Compliance Officer Jesse Johnson
Public Safety Chief Justin Shaffer
Airfield Operations Manager Nate Cole
Office Administrator Donna Marie Robnett
Accounting Clerk Brianna Brewer

OTHERS:

Shaun Shea, Morrison-Maierle
Martin Kidston, Missoula Current

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

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

Chair Adriane Beck noted that no Alternate Commissioner would be needed.

AGENDA

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

Second: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

PUBLIC COMMENT PERIOD

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

MINUTES

Chair Adriane Beck asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated June 28, 2022. There were none.

Motion: Vice Chair Larry Anderson moved to approve the minutes of the Regular Board Meeting dated June 28, 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 that were in there. For the Project Checking Account, the project expenses she highlighted prepaid accounts for utilities. Teri explained that the check to AAAE on the Claims for Payment was for a training system. Administrative Manager Lynn Fagan explained that the \$10,000 check to Daigle Law Group Inc. was for a contract the Board approved last month to write policies for the Public Safety department. Teri noted that she would like to add two vehicle payments for \$50,000 each to the Claims.

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

Vice Chair Larry Anderson asked Chief Shaffer if he was satisfied with the policies he had received from the law firm. Chief Shaffer stated that the law firm had just begun working on the policies. Chief Shaffer explained that the Public Safety department has previously just used the same policies as the City of Missoula but at a recent training, he met representatives from this firm, and they expressed that the airport should have different policies as it was a much smaller department dealing with different issues. Chief Shaffer has been satisfied with the services they have provided so far.

Motion: Commissioner Jeff Roth moved to approve the Claims for Payment with the addition of the two vehicle payments.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

FINANCIAL REPORT

Finance Manager Teri Norcross gave the Board a graph showing revenue comparison between fiscal year 2019 and fiscal year 2022. In most cases, fiscal year 2022 was close or exceeded fiscal year 2019. Overall, revenues were up 10% above fiscal year 2019. Teri then mentioned that there were some new items on the balance sheet related to debt. Additionally, the Construction in Progress (CIP) account is down because most of that cost has been moved into service with our move into the new terminal. There are some non-terminal related costs remaining.

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

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

Second: Vice Chair Larry Anderson

Vote: Motion Passed Unanimously

DIRECTOR'S REPORT

Director Brian Ellestad reported that MSO has received 11 million dollars from the federal terminal grant and Brian thanked Deputy Director Tim Damrow and Morrison-Maierle engineer Shaun Shea for their assistance in that process.

Deputy Director Tim Damrow then reported that all the work on the temporary rental car facility has been completed and more or less all the work has been completed on Phase I of the terminal. Local flavor is being added to the building with art and advertising being hung on the walls. The work on deconstruction of the old terminal building will be starting next week. Tim stated he will have some deductive change orders from the South Concourse on the agenda next month.

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

LEGAL REPORT

Administrative Manager Lynn Fagan updated the Board on the Pruyn lease termination. Lynn stated that she had not heard back from Dr. Pruyn but had left him a message stating that anything left on the property after August 1st would be considered abandoned and subject to the lease provision that the Pruyns would be responsible for MCAA's cost for removal. There are still at least one railroad car and some silos on the property. Tetro Tech has begun the work on the environmental assessment of the property.

Lynn also reported that she has met with County planners who are working on an overlay for the airport affected area. Lynn and Dan also attended a meeting of the Grant Creek Working Group.

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

COMMITTEE UPDATES

Executive Committee: Met July 26, 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

Mutual Aid Agreement with Missoula Fire Department

Administrative Manager Lynn Fagan reported that 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 cannot 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 were 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.

Chair Adriane Beck asked if Board members had any questions.

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

Motion: Commissioner Jeff Roth moved Move to approve the Fire Protection and Emergency Medical Service Mutual Aid Agreement Between Missoula Fire Department and Missoula Airport Authority.

Second: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

Agreement for Services with Republic Services for Waste Disposal and Recycling Services

Administrative Manager Lynn Fagan reminded the Board that it 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 at the June Board meeting. 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.

Chair Adriane Beck asked if Board members had any questions; there were none. Chair Adriane Beck asked if there were any public comments; there were none. Commissioner Jeff Roth stated that he was recusing himself from voting on this matter.

Motion: Commissioner Deb Poteet moved 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.

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

Agreement for Services with Grizzly Disposal for Cardboard Recycling Services

Administrative Manager Lynn Fagan stated that this agreement was identical to the Republic Services agreement except that this one is for cardboard recycling services.

Chair Adriane Beck asked if Board members had any questions. Chair Adriane Beck asked if there were any public comments; there were none. Commissioner Jeff Roth stated that he was recusing himself from voting on this matter.

Motion: Secretary/Treasurer Winton Kemmis moved to approve the Contract for Services with L&L Site Services, dba Grizzly Disposal for cardboard recycling for a term of three years.

Second: Vice Chair Larry Anderson

Vote: Motion Passed Unanimously

Acceptance of FAA AIP Grant

Airport Director Brian Ellestad reminded the Board that staff had applied for funding under the newly established Airport Terminal Project, which was created by the Infrastructure and Investment and Jobs Act, commonly known as the Bipartisan Infrastructure Law (BIL). MSO's application was successful, and staff has received notice that we will receive \$11 million through this program for the second phase of the terminal project. The grants announced will fund 92 projects at 85 airports. Because of the quick turn-around time on federal grants, staff is requesting pre-approval to authorize the Director to accept the grant.

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

Motion: Commissioner Jeff Roth moved to pre-authorize the Airport Director to accept upcoming Terminal Discretionary grant for this [federal] fiscal year 2022.

Second: Secretary/Treasurer Winton Kemmis

Vote: Motion Passed Unanimously

NEW BUSINESS

Morrison-Maierle Task Order #45 – Design Lay Down Yard for Phase II Terminal Construction

Airport Director Brian Ellestad explained that this Task Order is to provide Martel Construction more room for staging for the second phase of the terminal construction. Additionally, it will get them out of the old rental car parking lot, which allows the terminal lot to serve rental cars and more parking public. When the project is complete, this area will be able to be used as employee parking. The project will require the relocation and straightening of the fuel truck access road. Design will begin on this immediately in hopes of having plans ready to bid and begin construction in late December.

Chair Adriane Beck asked if there was any Board discussion or questions. Vice Chair Larry Anderson asked if the rental cars are moved into the main terminal area, will they be charged by Republic Parking. Brian explained the current layout with rental cars using the lot which used to be occupied by Republic and that they are not being charged by Republic for that use.

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

Motion: Vice Chair Larry Anderson moved to approve Morrison-Maierle Task Order #45 – Design Lay Down Yard for Phase II Terminal Construction

Second: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

Morrison-Maierle Task Order #46 – Boundary Line Readjustment for former FAA Property on Aviation Way

Administrative Manager Lynn Fagan reported that Morrison-Maierle will complete a boundary line adjustment on former FAA lot on Aviation Way so the use of this lot is in compliance with City of Missoula zoning regulations. Under state subdivision regulations, the airport is exempt from subdivision review for aviation uses; therefore, when the FAA was leasing the property, there was no requirement for a separate legal parcel. Now that the use is non-aviation, it is required. 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.

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

Motion: Secretary/Treasurer Winton Kemmis moved to Morrison-Maierle Task Order #46 for a Boundary Line Readjustment for former FAA Property on Aviation Way

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

Off-Airport Rental Car Agreement with Sojourn Vehicle Rental, LLC

Administrative Manager Lynn Fagan explained that 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.

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

Motion: Commissioner Deb Poteet moved to approve the Off-Airport Rental Car Agreement between Sojourn Vehicle Rental LLC and Airport as presented.

Second: Commissioner Jeff Roth

Vote: Motion Passed Unanimously

Chair Adriane Beck mentioned that there were no other discussions items on the agenda; the combined Finance and Facilities and Operations Committee meeting would begin in five minutes; and that the August Board Meeting will be held in the same room and remotely via GoToMeeting on Tuesday August 30, 2022, at 1:30 pm.

There being no further business, the meeting was adjourned.

Missoula County Airport Authority **Claims For Payment**

Note

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

Credit Card Charges - by Expense Type (paid with check #48320)

New Terminal PR Photos	1,030.00
Legal Expenses	103.00
Communications R&M	553.08
Office Supplies	1,759.20
Postage	90.75
Computer Equipment Expense	1,059.31
Vehicle R&M	1,421.25
Tools/Equipment	2,092.44
Contracted Maintenance - website hosting, email, marketing, remote meeting, survey software	7,000.00
Plumbing Expense	269.62
Building General R & M	6.82
Custodial Supplies	458.83
Uniform Expense	269.99
Employee Training Expense - AXON & Action Target - new targets for range	2,581.16
Travel Expense - Hotel & airfare for NTSB training, Meals for AP59 police academy graduation	1,630.99
Meals & PR	1,186.07
Marketing	1,205.34
Consultants Expense - Annual Calibration of deice fluid	49.49
VIC Expenses - name tags	41.45
Miscellaneous Expense - faber liquor license & FAA drone registration	830.23
	<u>\$ 23,639.02</u>

Project Checking Account

Check Number	Vendor Name	Amount
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Missoula County Airport Authority
Check Register
General Checking Account

Check	Vendor Name	Description	Amount
48306	National Auto Fleet Group	Vehicles - Snow plow & police interceptor utility vehicle	100,305.36
48307	PETTY CASH	Miscellaneous Expense	0.00
48308	Zache, Alex	Travel Expense - Alex Zache AA CSA class	576.00
48309	QUOTIENT GROUP	Marketing - 2022 Ad Campaign	10,000.00
48310	ABATEMENT CONTRACTORS OF MONTANA	CIP - OTA floor re-seal	8,000.00
48311	BLACKFOOT COMMUNICATIONS	Phone Charges	367.25
48312	CENTURYLINK	Phone Charges	714.26
48313	ENERGY WEST	Electric / Gas Expense	1,296.97
48314	City of Missoula	Utility Expense (combined water & sewer)	13,029.96
48315	MSLA ELECTRIC COOP	Electric / Gas Expense	1,026.77
48316	NORTHWESTERN ENERGY	Electric / Gas Expense	17,328.42
48317	REPUBLIC SERVICES	Disposal Expense	4,096.10
48318	RISING FAST v	Custodial Services	35,450.00
48319	VERIZON	Phone Charges	1,074.99
48320	FIRST NATIONAL BANK	Credit Card Charges	23,639.02
48321	The Silk Road	Meals & PR - Deposit for Board Christmas party	1,515.15
48322	A & I Distributors	Petroleum Products Expense	848.45
48323	AAF INTERNATIONAL	Mechanical/Supplies	8,656.82
48324	AEROTRONICS INC.	Vehicle R&M	75.00
48325	Alphagraphics	Office Supplies - receipt books	73.12
48326	Armcor Cartridge Incorporated	Employee Training Expense - ammunition for shooting range	6,771.00
48327	BITTERROOT FLOWERS	Meals & PR	80.00
48328	BLACK MT MARKING	Airfield Maintenance	22.00
48329	BMC WEST	Building General R&M	32.40
48330	BROWN'S SEPTIC	Rent Car R&M	350.00
48331	CUSTOM WEST PEST CONTROL	Contracted Maintenance - pest control	390.00
48332	FASTSIGNS	Marketing - rack cards, file setup fee	547.00
48333	FIRST CALL	Contracted Maintenance - monthly billing August support	1,151.50
48334	GLACIER COUNTRY	Marketing - signature partership 7.1.22-6.30.23	250.00
48335	GRAINGER	Building General R&M	22.63
48336	HELENA REGIONAL A/P	Employee Training Expense - ARFF training fees for AP59	1,689.00
48337	HILLYARD INC	Custodial Supplies - cleaning supplies	4,811.46
48338	HOTSY	Rent Car R&M	177.60
48339	IRONHORSE	Landside Maintenance	125.00
48340	KARL TYLER CHEVROLET	Vehicle R&M	156.45
48341	KELLEY CONNECT	Contracted Maintenance - service call for network issue with printer	210.00
48342	KNIFE RIVER	Airfield Maintenance	5,560.00
48343	KONE	Contracted Maintenance - maintenance on up & down escalators	915.47
48344	L.N. CURTIS	Uniform Expense	66.50
48345	LES SCHWAB TIRE	Vehicle R&M	3,051.76
48346	LOWE'S	Building General R&M, Mechanical/Supplies	75.94
48347	MACON SUPPLY, INC.	Rent Car R&M	24.00
48348	MARTEL c	Refund check for overpayment of invoice	790.00
48349	MERLINS LOCK & SAFE	Building General R&M	7.50
48350	MIDLAND IMPLEMENT	Landscaping Expense	71.10
48351	MSLA TEXTILE, INC	Uniform Expense	450.01
48352	MT ACE	Building General R&M, Airfield Maintenance	34.38
48353	MT BOLT	Vehicle R&M	12.00
48354	MT ELECTRONICS	Vehicle R&M	219.16
48355	MURDOCHS	Uniform Expense, Petroleum Products Expense, Lanside Maintenance, Building General R&M, Rent Car R&M	1,541.21
48356	NAPA	Building General R&M, Vehicle R&M	1,982.35
48357	NORCO INDUSTRIAL	Vehicle R&M, Safety Supplies/Equipment	552.23
48358	NORTHWEST PART	Rent Car R&M	181.95
48359	NWESTCO LLC	Plumbing Expense - maintenance on fuel pump	785.25
48360	PACIFIC STEEL	Vehicle R&M	591.19
48361	PLATT ELECTRIC	Airfield Lighting R&M, Rent Car R&M	300.81
48362	QUOTIENT GROUP	Marketing - 2022 Ad Campaign , newsletter support	19,630.00
48363	RDO EQUIPMENT CO.	Vehicle R&M, Electric Maintenance	574.70
48364	RODDA PAINT	Airfield Maintenance, Landside Maintenance	778.50
48365	SHYPKOWSKI, LUKE	Tools/Equipment	1,504.97
48366	SPECTRUM WINDOW CLEANING	Custodial Services	3,940.00
48367	SWARCO REFLEX, INC	Airfield Maintenance	10,254.79
48368	SWEET PEA SEWER	Building General R&M	102.50
48369	TFS-KELLEY IMAGING SYSTEMS	Contracted Maintenance - 8.5.22-9.5.22 contract payment & copy overage	317.83
48370	TRI-ARC INC.	Tools/Equipment, Building General R&M	229.44
48371	GLACIER COUNTRY	Marketing - digital sponsorships	10,935.00
48372	MSLA CVB	Marketing - full page ad & online banner	4,890.75
48373	VW ICE INC	Office Supplies	360.00
			\$ 315,590.97

Missoula County Airport Authority - Financial Report

For Period Ended: 7/31/22

*On the **Balance Sheet**:*

- ☀️ The terminal capital account is now valued at an impressive \$64,550,214 compared with \$13,438,561 which was the balance prior to the capitalization of the terminal assets placed in service at last fiscal year-end. Of course, this means larger depreciation expenses as seen on the Profit and Loss statements.
- ☀️ A new account shows the liability for interest on the 2019 and 2022 notes with FSB.
- ☀️ The month end **debt balances** totaled \$20,374,605.

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

- ☀️ The Fiscal year to date shows healthy operating revenues when compared to FY 2023 budget and to FY 2022 actuals year to date.
- ☀️ Changes to the P & L accounts include:
 - Use fees for air carriers have replaced portions of the terminal rent and non-sig turn fees.
 - The food and liquor revenues are now separately reported.
- ☀️ Operating expenses also are lower than both the budgeted amounts and FY 2022 year to date.
- ☀️ Other items of note on the P&Ls are highlighted.
- ☀️ Net Operating Income for the fiscal year was \$453,244.80.
- ☀️ Airport Improvement grant funds of \$2,61,535.28 were recorded in July.

Other Financial Information:

- ☀️ Authority reserves held in several local banks and in the STIP. Reserves are earning between .2% to 1.58%.
- ☀️ 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 July 31, 2022

Jul 31, 22

ASSETS

Current Assets

Checking/Savings

10100 · Petty Cash	300.00
10500 · General Checking Acct	3,226,281.97
10511 · Project Checking Acct	5,000.00
10550 · USFS Account	50,004.31
10560 · Debt Service Account	330,002.69
10580 · CFC Account	649,337.94
10590 · STIP Terminal Reserve	22,979.80
10600 · STIP	733,567.35
10604 · Money Market Accounts	
10605 · BANK of Montana Money Market	258,749.44
10610 · Stockman MM	251,136.39
10644 · Sweep Acct FSB	550,296.44
10645 · FSB Construction	1,100,001.00
Total 10604 · Money Market Accounts	2,160,183.27
10700 · Payroll Checking	32,606.15
10710 · Flex - FIB	4,576.73
10750 · PFC Cash at US BANK	1,872,430.38
Total Checking/Savings	9,087,270.59

Accounts Receivable

10800 · Accounts Receivable	565,156.71
10807 · A/R Advertising	27,638.00
10809 · A/R Ground Handling	129,938.26
Total Accounts Receivable	722,732.97

Other Current Assets

10900 · AvSec Fingerprinting Account	317.75
11200 · Grants Receivable	2,452,818.50
11500 · Pre-Paid Expenses	68,534.67
11600 · Prepaid Insurance	174,327.08
11700 · Concession Contract Receivable	729,998.00
12000 · Undeposited Funds	2,985.00

Total Other Current Assets 3,428,981.00

Total Current Assets 13,238,984.56

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

	<u>Jul 31, 22</u>
Fixed Assets	
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	7,365,291.64
14400 · Studies	1,925,406.96
14500 · Allowance for Depreciation	-87,812,869.07
19400 · Construction in Progress	5,716,806.84
Total Fixed Assets	<u>123,276,788.46</u>
Other Assets	
19600 · Deferred Pension Outflows	948,581.00
19700 · Concession Contract Recvble	735,064.00
19800 · LT Loan - Faber	1,001,208.23
Total Other Assets	<u>2,684,853.23</u>
TOTAL ASSETS	<u><u>139,200,626.25</u></u>

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

	<u>Jul 31, 22</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20500 · Accounts Payable	95,621.96
20505 · Accounts Payable- Projects	3,928,787.63
Total Accounts Payable	<u>4,024,409.59</u>
Other Current Liabilities	
20800 · Current Portion of L/T Debt	612,909.53
21600 · Accrued Vacation/Sick Payable	504,674.62
21930 · FSB Notes Interest Payable	67,575.00
22140 · Advertising Deferred Revenue	27,500.00
24000 · Payroll Liabilities	-1,650.22
Total Other Current Liabilities	<u>1,211,008.93</u>
Total Current Liabilities	<u>5,235,418.52</u>
Long Term Liabilities	
20502 · 2022 Note	2,085,500.00
25030 · 2019 Note A	14,578,150.00
25035 · 2019 Note B	3,711,455.02
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
Total Long Term Liabilities	<u>25,493,585.15</u>
Total Liabilities	<u>30,729,003.67</u>
Equity	
29500 · Unreserved	92,071,524.45
29510 · Reserved	3,156,010.68
32000 · Retained Earnings	12,947,439.52
Net Income	296,647.93
Total Equity	<u>108,471,622.58</u>
TOTAL LIABILITIES & EQUITY	<u><u>139,200,626.25</u></u>

Missoula County Airport Authority

Profit & Loss Budget Performance

July 2022

	Jul 22	Budget	Annual Budget
Ordinary Income/Expense			
Income			
30100 · Signatory Landing Fees	66,792.21	49,449.16	593,390.00
30200 · Non Sig Landing Fees	15,880.54	16,723.00	200,676.00
30210 · Cargo Landing Fees	3,488.74	3,666.25	43,995.00
30220 · Charter Landing Fees	0.00	682.00	8,184.00
30300 · Non-Based Landing Fees	9,243.59	2,273.34	27,280.00
30400 · Signatory Rent	53,199.99	92,082.66	1,104,992.00
30410 · Non-Sig Turn Fees	1,850.00	22,533.34	270,400.00
30420 · Non-Sig Use Fees	18,176.60		
30430 · Signatory Use Fee	81,783.90		
30507 · Advertising Income	31,913.00	12,291.66	147,500.00
30509 · Ground Handling	69,898.60	65,805.00	783,496.00
30600 · FBO Rentals	22,168.09	21,665.00	260,000.00
30800 · Fuel Flowage Fees	9,894.32	5,835.00	70,000.00
30900 · Fuel Farm Leases	358.57	335.00	4,000.00
31000 · Coffee Concession	789.51	12,365.00	86,507.00
31100 · Restaurant	15,707.03	24,905.00	174,238.00
31110 · Liquor Concessions	10,647.83		
31300 · Rental Car %	377,346.00	261,231.00	1,652,123.00
31400 · Rent Car Rent	13,299.80	8,750.00	105,000.00
31800 · USFS Landing Fees	0.00	0.00	24,800.00
31900 · USFS Hangar Rent	20,728.14	20,000.00	240,000.00
32100 · Gift Shop Faber	44,808.24	62,912.00	440,137.00
32200 · Travel Agency	439.31	592.00	7,100.00
32400 · Parking Lot	0.00	89,014.00	2,235,180.00
32800 · Ag Land Leases	-13,524.42	1,125.00	13,500.00
32900 · Non-Aeronautical Ground Rent	28,490.32	29,167.00	350,000.00
32910 · Aeronautical Ground Rent	14,196.08	3,750.00	45,000.00
33000 · Vending	7,396.30	4,855.00	58,259.00
33800 · Off Airport Rent Cars	6,711.30	4,782.00	30,010.00
34000 · Utilities Reimbursement	3,310.69	2,600.00	31,200.00
34200 · Miscellaneous Income	48,239.00	6,317.00	75,801.00
81402 · TSA LEO Reimbursement	0.00	8,916.66	107,000.00
85100 · Badging Fees Collected	1,590.00		
Total Income	964,823.28	834,623.07	9,189,768.00
Gross Profit	964,823.28	834,623.07	9,189,768.00

Missoula County Airport Authority
Profit & Loss Budget Performance
July 2022

	Jul 22	Budget	Annual Budget
Expense			
40100 · Wages	233,399.99	268,510.00	3,307,434.00
40330 · Overtime Wages	4,456.88	6,693.00	87,006.00
40600 · Fringe Benefits Expense	62,249.20	102,345.00	1,305,338.00
40800 · Legal Services	193.00	1,250.00	15,000.00
41200 · Insurance Expense	15,847.92	12,500.00	150,000.00
41300 · Accounting Expense	0.00	3,750.00	45,000.00
41400 · Phone Charges	4,570.53	3,680.84	44,170.00
41600 · Phone R&M	0.00	25.00	300.00
41800 · Communication R&M	549.08	2,311.25	27,735.00
42000 · Office Supplies	3,642.46	3,458.91	41,507.00
42100 · Computer Equipment Expense	1,059.31	2,000.00	24,000.00
42200 · Electricity/Gas Expense	19,460.78	33,946.68	407,360.00
42400 · Water Expense	6,478.46	6,945.18	83,342.00
42500 · Sewer Expense	6,551.50	4,766.41	57,197.00
42600 · Disposal Expense	4,096.10	4,269.82	51,238.00
42800 · Disposal-Industrial	-260.00	622.91	7,475.00
43000 · Petroleum Products Expense	0.00	6,889.25	82,671.00
43400 · Vehicle R&M	7,594.50	8,055.02	96,660.00
43600 · Equipment Rental	0.00	218.73	2,625.00
43800 · Tools/Equipment	6,996.07	5,813.82	69,766.00
44000 · Landscaping Expense	71.10	450.00	5,400.00
44100 · Custodial Services	35,450.00	40,175.00	482,100.00
44200 · Contracted Maintenance	23,451.85	26,275.18	315,302.00
44302 · Jet Bridge R&M	224.55	966.66	11,600.00
44400 · Electric Maintenance	0.00	516.66	6,200.00
44600 · Plumbing Expense	1,054.87	419.98	5,040.00
44800 · Mechanical/Supplies	8,688.62	1,366.66	16,400.00
45000 · Building General R&M	406.17	1,556.25	18,675.00
45104 · Rent Car R&M	3,054.38	800.00	9,600.00
45106 · USFS Hangar R&M	0.00	341.66	4,100.00
45203 · Airfield Maintenance	7,414.00	6,332.09	75,985.00
45400 · Landside Maintenance	125.00	793.75	9,525.00
45600 · Airfield Lighting R&M	0.00	1,325.00	15,900.00
45703 · Fog Abatement	0.00	353.34	4,240.00
45800 · Snow & Ice Removal	0.00	22,357.89	268,295.00
46000 · Custodial Supplies	4,594.84	5,112.93	61,355.00
46400 · Uniform Expense	7,758.29	3,567.09	42,805.00
46600 · Employee Training Expense	2,581.16	7,309.18	87,710.00
46800 · Travel Expense	1,630.99	6,629.18	79,550.00
47000 · Memberships	43.00	2,031.43	24,377.00
47200 · Safety Supplies/Equipment	153.31	3,863.59	46,363.00

Missoula County Airport Authority

Profit & Loss Budget Performance

July 2022

	Jul 22	Budget	Annual Budget
47303 · Wildlife Mitigation	0.00	666.66	8,000.00
47400 · Meals & PR	1,288.56	1,862.50	22,350.00
47501 · Marketing	23,852.34	12,916.66	155,000.00
47600 · Consultants Expense	10,184.49	5,454.16	65,450.00
47707 · Display Expenses	85.00	145.84	1,750.00
47717 · VIC Expenses	41.45	125.00	1,500.00
49100 · Fingerprint/STA Charges	671.50		
80600 · Miscellaneous Expense	810.02	104.18	1,250.00
80611 · BANK Charges	723.53	250.00	3,000.00
Total Expense	511,244.80	632,120.34	7,754,646.00
Net Ordinary Income	453,578.48	202,502.73	1,435,122.00
Other Income/Expense			
Other Income			
31500 · CFCs	128,460.00	61,750.00	741,000.00
70200 · Interest Income-Unrestricted	1,184.92	833.00	10,000.00
70400 · Project Restricted Interest	7.72		
89010 · Federal Programs			
89000 · Airport Improvement Grants	261,535.28	261,535.28	261,535.28
89100 · TSA OTA contribution	1,271.09	1,271.09	1,271.09
89200 · CARES	0.00	0.00	1,225,000.00
89500 · PFC Contributions	145,992.46	153,200.00	1,500,000.00
Total 89010 · Federal Programs	408,798.83	416,006.37	2,987,806.37
Total Other Income	538,451.47	478,589.37	3,738,806.37
Other Expense			
80140 · Note 2019A Interest Expense	48,350.00	48,350.00	48,350.00
80145 · Note 2019 B Interest Expense	12,310.00	12,310.00	12,310.00
80150 · Note 2022 Interest Expense	6,915.00	6,915.00	6,915.00
80300 · Depreciation	627,807.02	627,807.02	627,807.02
Total Other Expense	695,382.02	695,382.02	695,382.02
Net Other Income	-156,930.55	-216,792.65	3,043,424.35
Net Income	296,647.93	-14,289.92	4,478,546.35

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

	Jul 22	Jul 21	\$ Change
Ordinary Income/Expense			
Income			
30100 · Signatory Landing Fees	66,792.21	75,933.58	-9,141.37
30200 · Non Sig Landing Fees	15,880.54	41,206.75	-25,326.21
30210 · Cargo Landing Fees	3,488.74	2,428.76	1,059.98
30300 · Non-Based Landing Fees	9,243.59	13,724.81	-4,481.22
30400 · Signatory Rent	53,199.99	90,392.87	-37,192.88
30410 · Non-Sig Turn Fees	1,850.00	48,650.00	-46,800.00
30420 · Non-Sig Use Fees	18,176.60	0.00	18,176.60
30430 · Signatory Use Fee	81,783.90	0.00	81,783.90
30507 · Advertising Income	31,913.00	16,288.00	15,625.00
30509 · Ground Handling	69,898.60	127,896.20	-57,997.60
30600 · FBO Rentals	22,168.09	21,516.10	651.99
30800 · Fuel Flowage Fees	9,894.32	30,837.54	-20,943.22
30900 · Fuel Farm Leases	358.57	348.03	10.54
31000 · Coffee Concession	789.51	15,834.24	-15,044.73
31100 · Restaurant	15,707.03	8,313.85	7,393.18
31110 · Liquor Concessions	10,647.83	0.00	10,647.83
31200 · Food Truck Concessions	0.00	269.00	-269.00
31300 · Rental Car %	377,346.00	266,078.88	111,267.12
31400 · Rent Car Rent	13,299.80	14,919.80	-1,620.00
31900 · USFS Hangar Rent	20,728.14	20,688.33	39.81
32100 · Gift Shop Faber	44,808.24	38,152.20	6,656.04
32200 · Travel Agency	439.31	591.09	-151.78
32800 · Ag Land Leases	-13,524.42	0.00	-13,524.42
32900 · Non-Aeronautical Ground Rent	28,490.32	23,447.64	5,042.68
32910 · Aeronautical Ground Rent	14,196.08	13,448.30	747.78
33000 · Vending	7,396.30	7,969.94	-573.64
33800 · Off Airport Rent Cars	6,711.30	5,178.94	1,532.36
34000 · Utilities Reimbursement	3,310.69	3,013.59	297.10
34200 · Miscellaneous Income	48,239.00	10,422.80	37,816.20
81402 · TSA LEO Reimbursement	0.00	27,140.00	-27,140.00
85100 · Badging Fees Collected	1,590.00	2,545.00	-955.00
Total Income	964,823.28	927,236.24	37,587.04
Gross Profit	964,823.28	927,236.24	37,587.04

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

	Jul 22	Jul 21	\$ Change
Expense			
40100 · Wages	233,399.99	219,770.24	13,629.75
40330 · Overtime Wages	4,456.88	5,834.27	-1,377.39
40600 · Fringe Benefits Expense	62,249.20	118,996.82	-56,747.62
40800 · Legal Services	193.00	905.00	-712.00
41200 · Insurance Expense	15,847.92	11,005.92	4,842.00
41300 · Accounting Expense	0.00	295.00	-295.00
41400 · Phone Charges	4,570.53	4,140.75	429.78
41800 · Communication R&M	549.08	329.00	220.08
42000 · Office Supplies	3,642.46	2,011.22	1,631.24
42100 · Computer Equipment Expense	1,059.31	1,467.13	-407.82
42200 · Electricity/Gas Expense	19,460.78	23,407.34	-3,946.56
42400 · Water Expense	6,478.46	7,238.83	-760.37
42500 · Sewer Expense	6,551.50	7,018.82	-467.32
42600 · Disposal Expense	4,096.10	4,293.24	-197.14
42800 · Disposal-Industrial	-260.00	-260.00	0.00
43000 · Petroleum Products Expense	0.00	8,539.26	-8,539.26
43400 · Vehicle R&M	7,594.50	6,995.13	599.37
43800 · Tools/Equipment	6,996.07	700.99	6,295.08
44000 · Landscaping Expense	71.10	592.58	-521.48
44100 · Custodial Services	35,450.00	17,860.00	17,590.00
44200 · Contracted Maintenance	23,451.85	36,491.84	-13,039.99
44302 · Jet Bridge R&M	224.55	5,088.00	-4,863.45
44400 · Electric Maintenance	0.00	180.06	-180.06
44600 · Plumbing Expense	1,054.87	0.00	1,054.87
44800 · Mechanical/Supplies	8,688.62	6,958.90	1,729.72
45000 · Building General R&M	406.17	1,019.19	-613.02
45104 · Rent Car R&M	3,054.38	3,959.50	-905.12
45106 · USFS Hangar R&M	0.00	2,354.68	-2,354.68
45203 · Airfield Maintenance	7,414.00	344.79	7,069.21
45400 · Landside Maintenance	125.00	18.87	106.13
45600 · Airfield Lighting R&M	0.00	572.05	-572.05
46000 · Custodial Supplies	4,594.84	6,712.95	-2,118.11
46400 · Uniform Expense	7,758.29	2,006.53	5,751.76
46600 · Employee Training Expense	2,581.16	3,844.96	-1,263.80
46800 · Travel Expense	1,630.99	1,737.84	-106.85
47000 · Memberships	43.00	0.00	43.00
47200 · Safety Supplies/Equipment	153.31	662.80	-509.49

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

	Jul 22	Jul 21	\$ Change
47400 · Meals & PR	1,288.56	1,671.17	-382.61
47501 · Marketing	23,852.34	17,237.50	6,614.84
47600 · Consultants Expense	10,184.49	1,526.39	8,658.10
47707 · Display Expenses	85.00	63.92	21.08
47717 · VIC Expenses	41.45	0.00	41.45
47999 · COVID-19 Expense	0.00	-120.00	120.00
49100 · Fingerprint/STA Charges	671.50	1,215.00	-543.50
66000 · Payroll Expenses	0.00	0.06	-0.06
66900 · Reconciliation Discrepancies	0.00	0.01	-0.01
80600 · Miscellaneous Expense	810.02	-741.89	1,551.91
80611 · BANK Charges	723.53	781.05	-57.52
Total Expense	511,244.80	534,727.71	-23,482.91
Net Ordinary Income	453,578.48	392,508.53	61,069.95
Other Income/Expense			
Other Income			
31500 · CFCs	128,460.00	89,248.00	39,212.00
70200 · Interest Income-Unrestricted	1,184.92	456.07	728.85
70400 · Project Restricted Interest	7.72	13.68	-5.96
89010 · Federal Programs			
89000 · Airport Improvement Grants	261,535.28	-158,488.98	420,024.26
89100 · TSA OTA contribution	1,271.09	2,896.61	-1,625.52
89200 · CARES	0.00	205,991.20	-205,991.20
89204 · CRRSA Revenues	0.00	2,000,000.00	-2,000,000.00
89500 · PFC Contributions	145,992.46	0.00	145,992.46
Total 89010 · Federal Programs	408,798.83	2,050,398.83	-1,641,600.00
Total Other Income	538,451.47	2,140,116.58	-1,601,665.11
Other Expense			
80140 · Note 2019A Interest Expense	48,350.00	0.00	48,350.00
80145 · Note 2019 B Interest Expense	12,310.00	0.00	12,310.00
80150 · Note 2022 Interest Expense	6,915.00	0.00	6,915.00
80300 · Depreciation	627,807.02	425,611.62	202,195.40
Total Other Expense	695,382.02	425,611.62	269,770.40
Net Other Income	-156,930.55	1,714,504.96	-1,871,435.51
Net Income	296,647.93	2,107,013.49	-1,810,365.56



Director's Report
August 25, 2022

Director's Statement: Summer is slowly coming to an end, but we continue to have strong passenger numbers as we get closer into the fall. We had our annual FAA inspection the week of August 8th, the inspector was extremely impressed by the professionalism and thoroughness of our staff. We had 100% compliance with no discrepancies noted (copy of letter attached). Jesse Johnson our Compliance Officer and Nate Cole, Airfield Manager are the reasons for the great inspection once again this year. The inspector went out of her way to praise our staff and plans to share with others that she inspects to reach out and learn from our crew. If we had a similar inspection that our Building Maintenance had to endure, they as well do a great job—thanks to all our crew!

Construction: Phase 2 has started; I am sure Tim will show pictures of current progress and already has pictures of recycled items that the contractor has pulled out of the old building. Elder is doing the deconstruction and like the first phase, they keep the job site extremely clean and do a great job as we expect over 80% of the building to be recycled.

2022 Air Service Update: September and October are expected to be strong months as in both months we have more seats available for sale than we did back in 2019. Alaska Airlines will have 5 daily flights to Seattle on E175's as they transition to an all-jet fleet out of Missoula. American will have double daily mainline flights to Dallas where you will be able to connect to 100+ destinations. I will be attending an air service conference in Huntsville, AL in early November. I depart from Missoula at 6:36 am and arrive in Huntsville by 3:00 pm that afternoon, easy one stop connection in Dallas. Frontier Airlines extended their Missoula season to November 3rd. United and Delta will continue with their core historical flights, some upgraded from regional and condensed to mainline due to the pilot shortage. In early September, Tim and I will be attending this year's Montana airline/airport rendezvous where we meet with numerous airlines as we work to expand next year's summer schedule. The Helena Airport and community will be hosting this year's event. Due to our increase of September and October available seats, Quotient Group is doing a fall digital media blitz for us to highlight our additional fall airline flying.

Board Agenda: Republic parking lot rate change, this was discussed at multiple committees, and we have a seconded motion to consider. We need updated radios for our staff, what we are finding is this building has much more concrete and steel causing our current radios to be ineffective. Tim and Shaun will present a several change orders on Phase 1 of the new terminal that will show a net savings as we

continue to close out that project. We have some boundary line fences we would like to do, as subdivisions creep closer we believe now is the time to create a safer exterior boundary. Morrison-Maierle has a task order for some more ground water monitoring that the state is requesting, that is fully paid through the DEQ.

We are also working on moving our fuel truck access road now that funding for other projects is clearer. We are almost done with design and may try and get some work done this fall. If the contractor has time available to start, we may ask for a special Board meeting mid-September once we have final pricing in hand.

Federal Affairs: Pretty quiet on this front, Tim and I meet with Tim VanReken from Senator Tester's Washington DC staff who was in town this week. Walked him through our upcoming projects and discussed our desire for full year funding vs. Continuing Resolutions and how hard it is to fund and manage construction projects if we don't have full year funding available.

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. Couple more personnel changes in our organization, our Field Department added Keith Clarke and Ryan Devlin. One of the open position's resulted because of a Field Department employee transferring internally to backfill a Public Safety open position and the other was replacing a long-term employee who left us to start his own sheet metal business. Our FAA grants are now signed and accepted, \$11 million discretionary terminal grant and \$990,000 Master Plan Grant. Shaun will be putting together a timeline and laying out next steps so we can formally kick off our upcoming Master Plan.

Year in Review: In a few more days, my first full "official" year as Airport Director will be winding down. It has been a great first year, thank you for all your support. I am extremely proud of our team and all that we have accomplished, several highlights below:

FAA annual Inspection, 100% compliance inspection with no discrepancies on 8/11/2022.
New terminal opening—on time and under budget \$67 million project.
Completed Phase 2 design and First Security Bank project funding.
Terminal discretionary funding of \$11 million, one of 85 airports selected—650 applications.
5-year Airline Use Agreement for new terminal completed
FY 2022 Budget, revenue 25% above budget, costs were held to 3% above.
Passenger counts improved 152% from previous fiscal year, exceeding national trends.
Instituted new general aviation landing fee software, increased revenue by 300%.
Secured 4-year contracts with unionized staff.
Worked with new Tower Manager on noise abatement issues.
PFAS (polyfluoroalkyl substances) containment on ARFF (airport rescue & firefighting) trucks.
Started electric transition of our airport owned airline ground handling equipment.
General Aviation camera system-first large commercial airport in state to join network.
Montana State Aviation Conference 2022 host.
Parking lot reconfiguration and exit booth construction.
Deice Ramp design and discretionary funding from FAA expected shortly.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division, ANM-620
2200 S. 216th Street
Des Moines, WA 98198
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Phone: 206-231-4050

August 18, 2022

Mr. Brian Ellestad
Missoula Montana Airport
5225 West Boradway
Missoula, MT 59808

RE: Inspection Closeout Letter

Dear Mr. Ellestad,

The periodic certification inspection of the Missoula Montana Airport (MSO) was conducted from August 10 through August 12, 2022. The inspection revealed that the airport is being operated in compliance with 14 CFR Part 139, the Airport Certification Manual, and the Airport Operating Certificate.

We commend you for the procedures you are using in the day-to-day operation of the airport. The appearance of the airport indicates they are effective.

Thank you for your cooperation during the inspection. Please do not hesitate to call if we may be of assistance.

Sincerely,

Michelle Moshner
Airport Certification Safety Inspector
FAA Northwest Mountain, Airports Division

cc: Jason Ritchie, ANM-620 Manager
Jason Garwood, HLN-ADO
Jesse Johnson, MSO
Tim Damrow, MSO
Justin Shaffer, MSO

MISSOULA COUNTY AIRPORT AUTHORITY
Combined Facilities and Operations Committee
and Finance Committee Meeting Minutes
July 26, 2022

THOSE PRESENT

BOARD: Chair Adriane Beck
Vice Chair Larry Anderson – Chair of Facilities and Operations Committee
Secretary/Treasurer Winton Kemmis
Commissioner Jeff Roth
Commissioner Matthew Doucette via conference call
Alternate Commissioner Pat Boyle
Alternate Commissioner David Bell via conference call

STAFF: Director Brian Ellestad
Deputy Director Tim Damrow
Finance Manager Teri Norcross
Administrative Manager Lynn Fagan

Vice Chair/ Chair of Facilities and Operations Committee Larry Anderson called the meeting to order.

Airport Director Brian Ellestad explained to the committee members that Republic Parking has recommended an increase in rates. The increase had been discussed separately in the Finance Committee and the Facilities and Operations Committee in the spring after the airport had historically high parking use over spring break. There was not a consensus at that time so staff determined to bring the committees together to discuss the issue.

Brian then reviewed the historic rates for parking at the airport, the addition of “one hour free” parking in all lots, and the increased length of stay and off-peak travel changes post-pandemic. Brian explained that we now have 1100 paid parking spots and that will increase to 1400 spots once the changes to the rental car lot are completed. Staff has completed further analysis as we are space confined between the terminal, Highway 10, and Minuteman east and west locations. An onsite shuttle lot area was identified for long term growth if a suitable walkable lot is not identified during our Master Planning process.

Staff identified three options at this time:

1. Maintain the current rate structure and look to expand available parking options;
2. Increase the rate of long-term parking from \$9 per day to \$10 per day;
3. Increase the rate of long-term parking from \$9 per day to \$11 per day.

Staff's recommendation is to maintain the current pricing structure and evaluate pricing during the next budget cycle while also researching mobile lot solutions and through the Master Plan process looking at expanding the lot to the east and creating a true economy lot.

Board and staff then discussed the costs for long- and short-term solutions. Some Board members expressed that it would be prudent to raise the rates now to provide a reserve for future infrastructure needs. Another Board member was opposed to increasing the costs as it places a burden on Missoula families. Discussion on the pros and cons of raising the rates and the future parking needs continued.

Motion: Secretary/Treasurer Winton Kemmis moved to keep the Short-Term parking rate flat at \$15/day and increase Long-Term rate from \$9/day to \$10/day and keep the first hour free in both lots, effective October 1, 2022.

Second: Alternate Commissioner Pat Boyle

Vote: 4 in favor, 1 opposed

Motion passes

There being no further business, the meeting was adjourned.

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 30, 2022

1. **TITLE:** Republic Parking Rate Change

Review, discussion, and possible revision to current parking rates per a request from Republic Parking.

ACTION ITEM

2. **AGENDA CATEGORY:** (Please highlight)

UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** Republic Parking has been our parking vendor provider since July 1, 1999, and its current contract is set to expire June 30, 2024. Earlier this year, Republic requested that we consider a parking rate change as through their analysis they showed we were below our peer airports. We have had multiple committee meetings to discuss, staff did further analysis as we are space confined between the terminal, Highway 10, and Minuteman east and west locations. An onsite shuttle lot area was identified for long term growth if a suitable walkable lot is not identified during our Master Planning process. While staff would prefer to keep rates flat, we acknowledge that Republic Parking has additional labor costs they are incurring, and the Finance and Operations Committee noted that it would be good to create a fund for future infrastructure parking needs. While Republic asked for a \$2 increase on the Long-Term rate, the combined Finance and Operations Committee made a motion to keep the Short-Term lot flat at \$15, increase the Long-Term rate to \$10 and keep the first hour free for our customers. This rate aligns us with the Bozeman Airport and \$5 cheaper per day in the Long-Term lot than the Kalispell Airport. Our last price increase took affect January 1, 2020, where the Short-Term rate was increased but the Long-Term rate was left flat at \$9.00.

5. **BUDGET INFORMATION:**

Amount Required:

Budget amount available: Our percentage of the increase will be approximately \$250,000

6. **SUPPLEMENTAL AGENDA INFORMATION:** Finance and Operations Committee minutes are attached.

7. **RECOMMENDED MOTION:** Combined Finance and Operations Committee has a Second Motion to keep Short Term parking flat at \$15/day and increase Long Term from \$9 to \$10/day and keep the first hour free in both lots for customers.

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

9. **COMMITTEE REVIEW:** Combined Finance and Operations Committee reviewed on 7/26/2022



March 29, 2022

Mr. Brian Ellestad
 Airport Director
 Missoula International Airport
 5225 Highway 10 West
 Missoula, MT 59808

Dear Brian:

It was good talking with you and the MSO team yesterday.

Per our conversation regarding the volume increase in the parking lots and solutions, we have attached a chart containing of the overnight parking rates at airports in the region. We are offering two different recommendations for changing the parking rates. The descriptions of each option are outlined below:

Option One: Increasing the parking rate in the Long-Term Lot

We know that price influences consumer behavior and affects the demand within a parking lot. You can see in the parking rate chart that MSO has among the least expensive long term parking rates in the region. From our experience, we know it is also one of the most convenient and closest to the terminal.

If MSO chooses not to segregate the rear portion of the long-term lot into an economy lot, we recommend increasing the parking rate by \$2 per day to a \$11. This will ease volume in the lot for a short period of time and increase parking revenue in the lot by approximately \$450K per year. I have attached a revenue extrapolation chart demonstrating the revenue changes below:

	Short Term	Long Term	Total
Gross Revenue - Calendar Year 2021	\$ 104,537	\$ 2,112,353	\$ 2,216,890
Revenue producing transactions - same period (divide)	19,824	102,703	122,527
Average Ticket amount	\$ 5.27	\$ 20.57	\$ 18.09
Current Overnight rate (divide)	\$ 15.00	\$ 9.00	
Average length of stay in days	0.35	2.29	
Overnight rate change (multiply)	\$ 15.00	\$ 11.00	
Extrapolated New Average Ticket amount	\$ 5.27	\$ 25.14	\$ 21.92
Revenue producing transactions (multiply)	19,824	102,703	122,527
Extrapolated New Gross Revenue	\$ 104,537	\$ 2,581,765	\$ 2,686,302
Gross Revenue Increase	\$ -	\$ 469,412	\$ 469,412



Option Two: Creating a separate Economy Lot within the Long-Term Lot and increasing parking rates

If MSO wanted to continue to provide a lower price option for longer term parking patrons, a lower price “economy” lot could be carved out of the back of the existing long-term lot. If we did this, we would recommend creating an initial price point for the economy portion at \$10 per day and increase the remaining long-term spaces to \$12 per day. Having a lower price option will mitigate some of the negative effects of the overall rate increase, but if we left it at the current \$9 long term rate, the lot would fill up quickly leaving parking patrons unhappy.

We believe adequate price point separation needs to be maintained between the lots and a simple \$1 change wouldn’t affect the volume. Even at \$10 per day, the economy lot due to its proximity to the terminal compared to other airports in the region is an attractive price. Additionally, it is likely that the economy lot will fill up and customers seeking that lot will have to park in the long-term lot. For the purpose of the revenue extrapolation, we estimated 25% of existing long-term customers would park in the economy lot leaving 75% parking in the long-term lot. The increase in parking revenue would exceed \$500K per year.

I have attached a revenue extrapolation chart demonstrating the revenue changes below:

	Short Term	Long Term	Economy Lot	Total
Gross Revenue - Calendar Year 2021	\$ 104,537	\$ 1,584,265	\$ 528,088	\$ 2,216,890
Revenue producing transactions - same period (divide)	19,824	77,027	25,676	122,527
Average Ticket amount	\$ 5.27	\$ 20.57	\$ 20.57	\$ 18.09
Current Overnight rate (divide)	\$ 15.00	\$ 9.00	\$ 9.00	
Average length of stay in days	0.35	2.29	2.29	
Overnight rate change (multiply)	\$ 15.00	\$ 12.00	\$ 10.00	
Extrapolated New Average Ticket amount	\$ 5.27	\$ 27.42	\$ 22.85	\$ 22.88
Revenue producing transactions (multiply)	19,824	77,027	25,676	122,527
Extrapolated New Gross Revenue	\$ 104,537	\$ 2,112,353	\$ 586,765	\$ 2,803,655
Gross Revenue Increase	\$ -	\$ 528,088	\$ 58,676	\$ 528,088

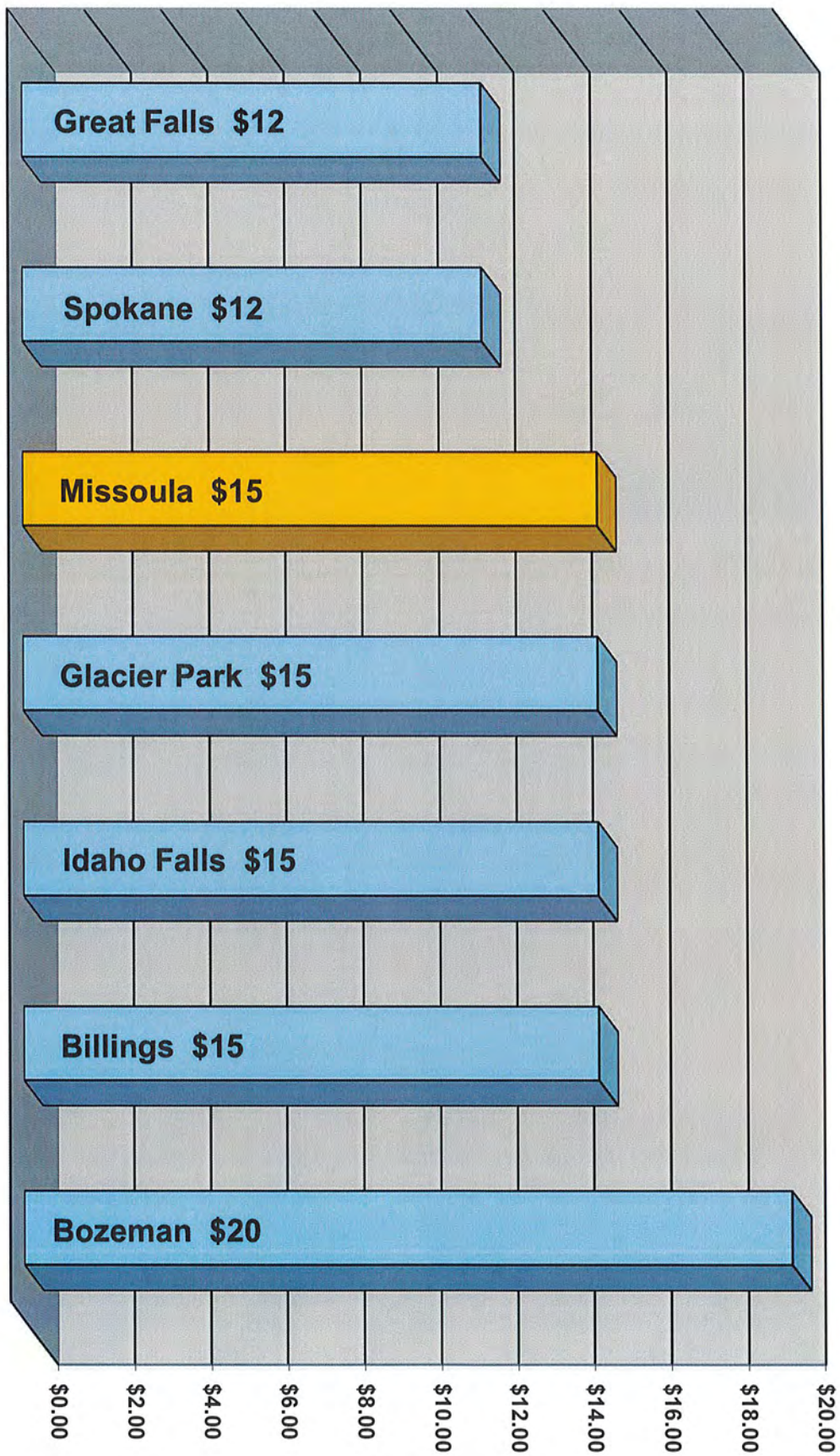
I trust the information provided has been useful. If you have any questions, please do not hesitate to contact me. We can be available anytime to have further discussions.

Regards,

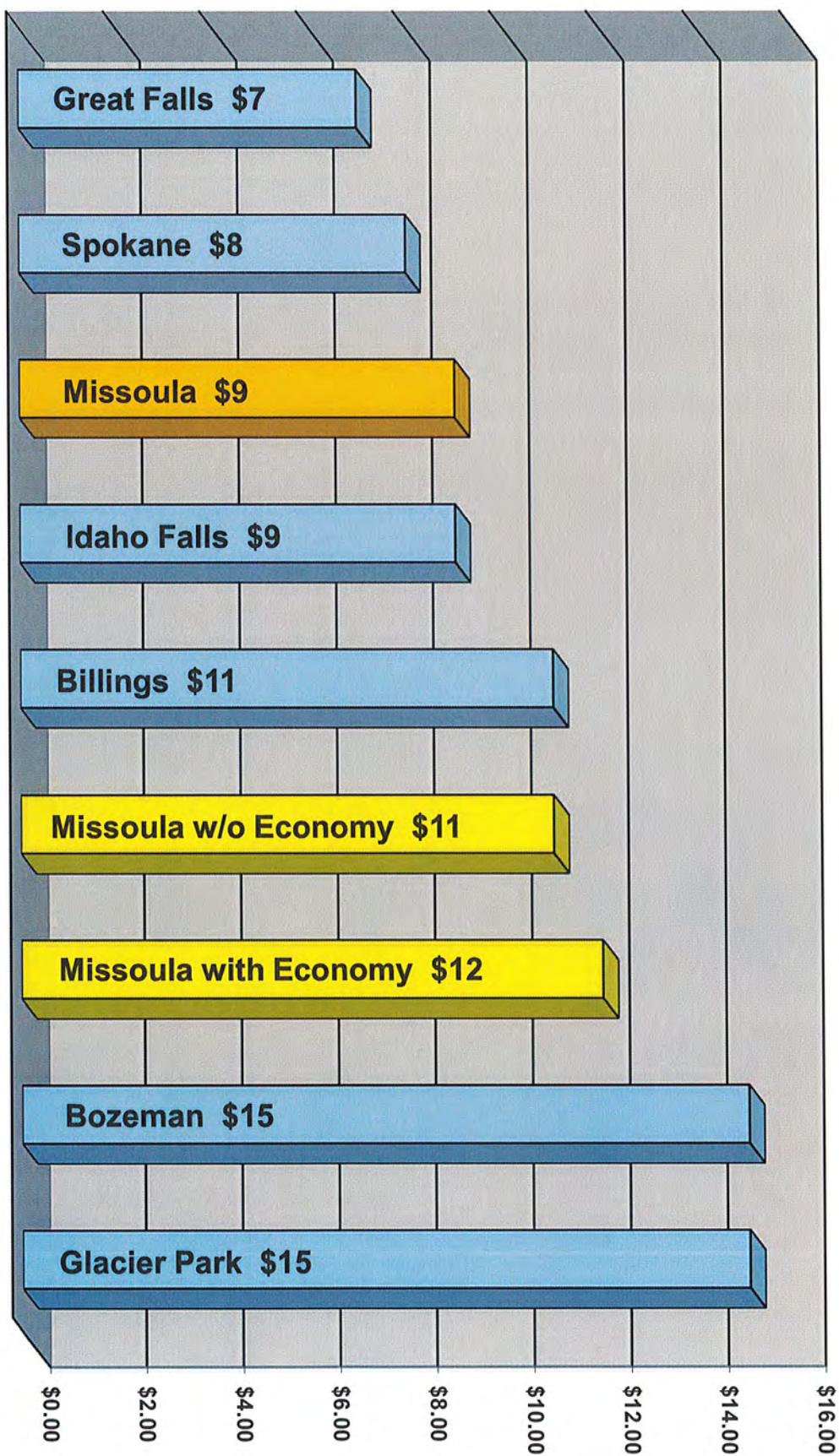
Bob Linehart
Executive Vice President
Airport Services

C: Tim Damrow, Teri Norcross
Daniel Lassiter, Teresa Newell

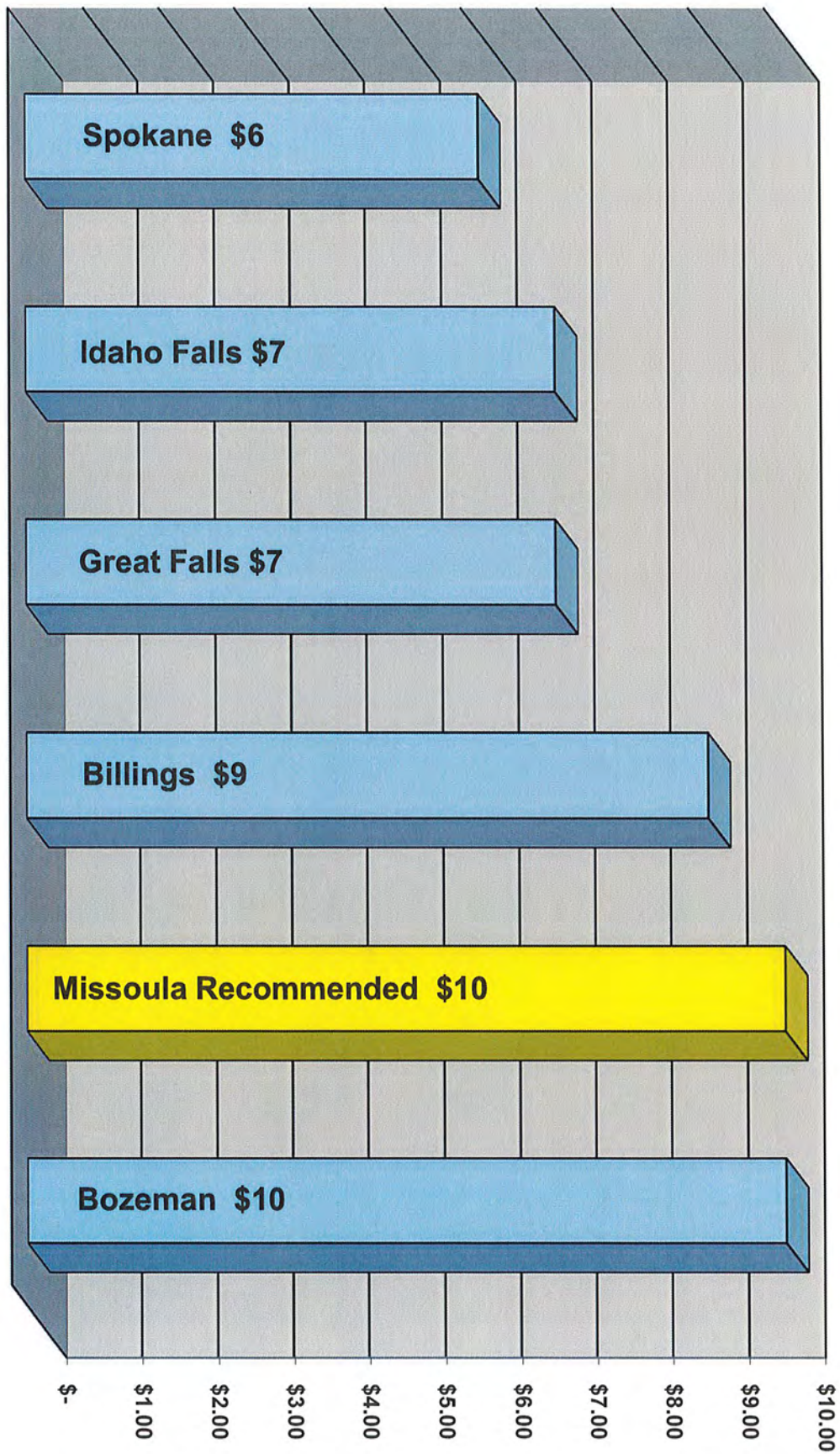
Missoula Short Term / Premium Parking Rates



Missoula Long Term / Daily Parking Rates



Missoula Economy Parking Rates



Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 30th, 2022

1. **TITLE:** Purchase of Motorola Dual Band Mobile Radios

Review, discussion, and possible approval of Motorola Radio Purchase

ACTION ITEM

2. **AGENDA CATEGORY:** (Please highlight)

UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** MCAA's Procurement Policy, approved by the Missoula County Airport Board in November 2019, permits staff to procure goods through cooperative purchasing groups, such as National Association of State Procurement Officials (NASPO). Since opening the new terminal there has been significant challenges to radio communications resulting from poor reception in the new building. The team evaluated, tested, and determined that remaining staff radios on VHF frequencies be upgraded to 800mhz series radios to eliminate the reception issues. Given the critical nature of airport communications and supply chain concerns, staff utilized board approved emergency procurement procedures to get equipment ordered. In December 2021, the MCAA Board approved the purchase of portable 800mhz radios for the Public Safety Department as local agencies are phasing out older VHF radios. This change will render our current radios obsolete and no longer able to communicate on those frequencies. With mobile radios already purchased for officers, we are now looking to equip all airport Public Safety Vehicles with the same radios to match the portable units purchased previously. This action item covers purchase, installation, and configuration of 40 mobile, 9 vehicle and 2 base station radios. The Public Safety vehicle radios were approved in the FY23 capital request budget, the remaining radios will be purchased with reserve funds.

5. **BUDGET INFORMATION:** Amount Required: \$ 164,173.30
Budgeted: \$67,500.00, Non-Budgeted: \$96,673

6. **SUPPLEMENTAL AGENDA INFORMATION:** Industrial Communications & Electronics Purchase Agreement

7. **RECOMMENDED MOTION:** Move to approve the purchase of Motorola Dual Band Radios from Industrial Communications & Electronics not to exceed the amount of \$164,173.30

8. **PREPARED BY:** Justin Shaffer/Thad Williams

9. **COMMITTEE REVIEW:** None.

**PROFESSIONAL SERVICES AGREEMENT
MISSOULA MONTANA AIRPORT**

THIS AGREEMENT, is made by and between:

MISSOULA MONTANA AIRPORT, ("CUSTOMER"), located at 5225 West Broadway, Missoula, MT 59808 and **INDUSTRIAL COMMUNICATIONS & ELECTRONICS**, 201 Erie Drive, Billings, Montana, 59101 ("CONTRACTOR").

WHEREAS, the CUSTOMER has caused to be prepared, in accordance with law, specifications and other documents and instruments for the purchase and installation of an Airport 800mhz Radio System consisting of: 40-Portable Radios, 1-Mobile Radio; 2-Base Station Radios and 1-System consisting of a Repeater, Duplexer, Antenna and ancillary radio parts and components. The CONTRACTOR will oversee setup and installation on said equipment.

WHEREAS, the CUSTOMER has authority to contract for such services; and,

WHEREAS, CONTRACTOR is engaged in an independently established professional business, renders services in the course of such business and will continue to be free from control or direction over the performance of its services; and,

WHEREAS, the CONTRACTOR represents that it is qualified to perform such services and is willing to furnish such services to the CUSTOMER; and,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree that the above recitals are true and are incorporated herein and as follows:

1. Scope of Work. The CONTRACTOR agrees to provide services under the terms and conditions as described in Attachment, SCOPE OF WORK.

The term for this Agreement shall be from the date of contract signing and shall terminate in 120 days thereafter. The parties may extend this Contract if agreed to in writing and submitted as an addendum to this Agreement.

2. Compensation. CUSTOMER agrees to pay CONTRACTOR **\$97,815.00.00** for the services described according to the terms and conditions set forth in the attached SCOPE OF WORK. The Customer will make three payments. The first Payment of **\$48,907.50** represents 50% up-front payment. The remaining two payments for 25% or **\$24,453.75** are submitted for payment upon equipment receipt and 25% upon work completion and CUSTOMER Acceptance.

3. Additional Work. Any additional work that will increase the compensation to be paid by CUSTOMER shall be in writing and signed by both parties.

4. Proprietary Information. Both parties agree to use reasonable care not to disclose proprietary information to any third party, and will not use information developed during this project for the benefit of others except as may be authorized in writing. All

**PROFESSIONAL SERVICES AGREEMENT
MISSOULA MONTANA AIRPORT**

documents, records, maps, drawings, or other papers acquired by CONTRACTOR during this project shall remain the property of CUSTOMER.

5. Release of Information. CONTRACTOR will not release information to any third party without prior written approval from the CUSTOMER'S contact person.

However, CONTRACTOR will be available, with CUSTOMER'S approval, to respond to public and media questions and information inquiries. A log of such inquiries and responses will be kept and made available to the CUSTOMER, if requested.

6. Termination. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party at the above address. Should either party terminate this Agreement, payment to CONTRACTOR shall be made on the basis of services performed to date of termination.

7. Default and Remedies. The parties agree each term and condition contained herein is material and of the essence. Either party may terminate this Agreement immediately should the other party fail to perform in accordance with any term or condition of this Agreement after it fails to cure within ten days written notice.

8. Additional CONTRACTOR Duties. The CONTRACTOR'S duties and responsibilities include the following:

- a. To furnish all labor, materials, equipment, supplies and incidentals necessary to conduct and complete the CONTRACTOR'S portion of the project as defined in the SCOPE OF WORK (SOW).
- b. Prepare and present such information as may be pertinent and necessary, in order for the CUSTOMER to pass critical judgment on the features of the work.
- c. Perform work in accordance with generally accepted standards currently in use with similar type projects.
- d. Perform professional services in connection with the SOW at a standard of similarly situated professionals in the United States.
- e. CONTRACTOR shall immediately inform CUSTOMER of the presence of any hazardous condition or waste or other toxic substance identified under the SOW of this agreement.
- f. Allow the CUSTOMER the right of review and examine the CONTRACTOR'S work and records pertaining to this Project at all times.
- g. CONTRACTOR shall name RICHARD B. KING JR as contact person who shall receive and examine the documents supplied by the CUSTOMER, act as Project liaisons between the CUSTOMER and the CONTRACTOR and respond to requests

**PROFESSIONAL SERVICES AGREEMENT
MISSOULA MONTANA AIRPORT**

from the CUSTOMER in writing promptly to prevent unreasonable delay in the progress of the project.

9. Additional CUSTOMER Duties. The CUSTOMER duties are set forth as follows:

- a. Review with the CONTRACTOR all pertinent information as to the CUSTOMER'S requirements for the project.
- b. CUSTOMER shall name TIM DAMROW as the contact person who shall receive and examine the documents supplied by the CONTRACTOR, act as Project Liaison between the CUSTOMER and the CONTRACTOR and respond to requests from the CONTRACTOR in writing promptly to prevent unreasonable delay in the progress of the project.
- c. Give prompt written notice to the CONTRACTOR whenever the CUSTOMER observes or otherwise becomes aware of a defect in the project or other events which may substantially affect the CONTRACTOR'S performance of services under this Agreement.
- d. CUSTOMER is responsible for coordinating access rights for both the CUSTOMER and CONTRACTOR'S vehicles and personnel.

10. Laws and Regulations. CONTRACTOR shall comply with all applicable state, federal and local laws and regulations, including, but not limited to, the following applicable, Montana laws:

a. Equal Opportunity. Pursuant to Sections 49-2-303 and 49-3-207, MCA no part of this contract may be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age marital status, physical or mental disability, or national origin by person performing the contract. Any hiring must be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

b. Prevailing Wage Rates. CONTRACTOR must pay the standard prevailing wage rates, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to Billings, Montana. Any questions concerning prevailing wages should be directed to the Montana Department of Labor and Industry, Labor Standards Bureau, Capitol Station, Helena, Montana, 59620, Phone: 444-5600.

CONTRACTOR shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees employed on the site or work area. Section 18-2-406, MCA.

PROFESSIONAL SERVICES AGREEMENT MISSOULA MONTANA AIRPORT

The current standard prevailing wage rates published by the Montana Department of Labor and Industry for each relevant job classification necessary to complete the Scope of Work are incorporated by reference into this Agreement.

d. Safety. CONTRACTOR on behalf of itself and CUSTOMER assumes sole responsibility for initiating, maintaining and supervising all safety precautions and programs for all employees, subcontractors and sub-subcontractors in connection with the performance of this Agreement.

CONTRACTOR shall ensure that its employees, consultants and sub-contractors are adequately and appropriately trained pursuant to the Montana Safety Culture Act, Title 39, Chapter 71, Part 15 of the Montana Code Annotated.

CONTRACTOR shall also comply with the safety rules, codes, and provisions for occupational safety under Title 50, Chapter 71 of the Montana Code Annotated.

e. Contractor Registration and Withholding. CONTRACTOR shall register with the Montana Department of Labor and Industry in accordance with 39-9-102. CONTRACTOR acknowledges the requirements of Title 15, Chapter 50, Montana Code Annotated and CUSTOMER shall withhold and forward the appropriate gross receipts as required.

f. New Laws and Regulations. If during the term of this Agreement new laws or regulations become applicable, CONTRACTOR shall also comply with them without notice from CUSTOMER.

11. Lien Waivers. Provided that CUSTOMER has first made all payments as required herein, CONTRACTOR shall pay all valid bills and charges for material and labor incurred by it and arising out of the Scope of Work and will hold CUSTOMER free and harmless against all liens and claims of liens or services, labor and materials filed against the property upon which the Scope of Work is commenced. As evidence of payment of service providers, materialmen and subcontractors, CONTRACTOR shall file lien waivers. CONTRACTOR will also file the same for its services. CONTRACTOR shall provide the necessary information on to identify all providers of services, materialmen and subcontractors.

12. Waiver and Indemnification. CONTRACTOR waives any and all claims and recourse against CUSTOMER or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of or in any way connected with or incident to the performance of this Agreement except claims arising from the intentional acts or concurrent or sole negligence of CUSTOMER or its officers, agents or employees.

CONTRACTOR will indemnify, hold harmless, and defend the CUSTOMER and its agents, principals, and employees from and against any and all claims, demands, damages, costs, expenses, losses, liability (including liability where activity is inherently or intrinsically dangerous), judgments, defense expenses, and attorney's fees rising out of or resulting from CONTRACTOR'S wrongful acts, errors, omissions, or negligence, or from Contractor's failure

**PROFESSIONAL SERVICES AGREEMENT
MISSOULA MONTANA AIRPORT**

to comply with the requirements of this Agreement or with all federal, state and local law applicable to the performance of this Agreement.

These obligations shall survive termination of this Agreement.

13. Insurance. CONTRACTOR shall carry comprehensive general liability insurance in the amount no less than \$3,000,000.00 for each claim and \$1,000,000.00 for each occurrence; Automobile liability in the amount of \$1,000,000.00 combined single limit; Professional Liability or Errors and Omissions coverage in the amount of \$1,000,000.00. Certificates of Insurance evidencing the above, naming the CUSTOMER of Billings as an additional insured, must be supplied within ten days of executing this Agreement. Such certificate shall require no less than 15 days notice of cancellation to CUSTOMER. CONTRACTOR shall put CUSTOMER on immediate notice of any changes or cancellation in coverage.

CONTRACTOR shall require all subcontractors to meet the same insurance coverage, make the same certifications as above and require the certificates to be forwarded to CITY/COUNTY/CUSTOMER within ten days of entering into the subcontract.

14. Independent Contractor. CONTRACTOR and its consultants and subcontractors shall at all times be considered independent contractors. Notwithstanding its obligation to fulfill the Scope of Work herein, CONTRACTOR and its consultants and subcontractors have been and will continue to be free from control or discretion over their performance under this Agreement and in fact. CUSTOMER will not be responsible for withholding any state or federal taxes or social security, nor will the CUSTOMER extend any of the benefits to the CONTRACTOR that it extends to employees. The CONTRACTOR is required to maintain necessary records and withholding.

As an independent contractor, CONTRACTOR must provide Workers Compensation for all employees in the amount required by Montana law. A Certificate of Insurance showing compliance with Montana Workers Compensation law (or exemption therefrom) must be supplied to CUSTOMER within ten (10) days of executing this Agreement.

15. Attorney's Fees. If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Billing's CUSTOMER'S Attorney.

16. Venue. An action to enforce this Agreement shall be brought in the District Court of the 4th Judicial District, Missoula County.

17. Notice. All notices and certifications made pursuant to this Agreement shall be delivered to the addresses above by certified mail or personal delivery in care of the person set forth in Section 8 or 9 of this Agreement. A party shall give the other notice of any change in address.

**PROFESSIONAL SERVICES AGREEMENT
MISSOULA MONTANA AIRPORT**

18. Interpretation.

a. This Agreement shall be governed and interpreted according to the laws of the State of Montana.

b. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement.

c. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision.

19. Time Is of the Essence. The time of complying with this Agreement is of the essence and a violation is a material breach.

20. Non-Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.

21. Non-Assignment. CUSTOMER and CONTRACTOR, respectively, bind themselves, their successors, assigns and legal representatives to the other party with respect to all covenants, terms, or conditions of this Agreement. Neither CUSTOMER nor CONTRACTOR shall assign this Agreement without the written consent of the other.

22. Execution of Agreement. The CUSTOMER and CONTRACTOR will keep a copy the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original.

END OF AGREEMENT-EXCEPT FOR SIGNATURE PAGE AND ATTACHMENTS

PROFESSIONAL SERVICES AGREEMENT

MISSOULA MONTANA AIRPORT

IN WITNESS WHEREOF the parties have signed this Agreement consisting of 18 total pages, including Addendums and Attachments.

CONTRACTOR

INDUSTRIAL COMMUNICATIONS & ELECTRONICS

By: Richard B. King JR

Date:

Its: Project Manager

CUSTOMER

MISSOULA MONTANA AIRPORT

By: _____

Date:

Its: _____

**PROFESSIONAL SERVICES AGREEMENT
MISSOULA MONTANA AIRPORT**

ADDENDUM - REQUIRED FEDERAL CONTRACT PROVISIONS

The following provisions are attached and incorporated by reference into the contract between the Missoula County Airport Authority ("MCAA" or "Owner") and Industrial Communications & Electronics ("Contractor").

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. 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 subtier 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.

4. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they

**PROFESSIONAL SERVICES AGREEMENT
MISSOULA MONTANA AIRPORT**

may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- B. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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MISSOULA MONTANA AIRPORT**

5. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

PROFESSIONAL SERVICES AGREEMENT MISSOULA MONTANA AIRPORT

6. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The Contractor, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime Contractor receives from {Name of recipient}. The prime Contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

8. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

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9. ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

10. FAIR LABOR STANDARDS ACT

The provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), are incorporated by reference herein with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

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Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

13. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:
www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

14. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- 1. Contractor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders for materials and services except as directed by the written notice.
- 4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.

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5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

d) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

15. TERMINATION FOR DEFAULT

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;

4. Fails to comply with material provisions of the Contract;

5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;

6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other

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procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

16. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., or

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(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list, or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

17. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**PROFESSIONAL SERVICES AGREEMENT
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ATTACHMENT: SCOPE OF WORK

1. Provide the CUSTOMER:

		<u>Missoula Airport 800mhz Radio System</u>		
		<u>Portables</u>		
40	R7 800mhz	Motorola R7 800mhz 2.5 watt 1000ch portable radio includes: Alpha numeric color display, 2200 mAh IMPRES Li-ion battery, IMPRES rapid rate charger, belt clip, standard antenna, programmed & 5 year warranty. GPS, Bluetooth & Man Down/Fall Alert <i>List \$1888.00</i>	\$ 1,510.00	\$ 60,400.00
20	PMMN4050A	IMPRES Noise-Canceling Remote Speaker Mic <i>List \$139</i>	\$ 115.00	\$ 2,300.00
3	PMPN4284	IMPRES 6 pocket, 1 display charger (suggested replacement for WPLN4212 and WPLN4219). <i>List \$707</i>	\$ 615.00	\$ 1,845.00
		<u>Mobile Radios</u>		
1	XPR5580e	Motorola 800mhz Mobile Radio, 40W Full Color Display, IP Site Connect, GPS enabled 1000 Channel Radio, 5 year warranty. <i>List - \$1,514</i>	\$ 1,211.00	\$ 1,211.00
1	NMO800CK	800mhz Antenna	\$ 65.00	\$ 65.00
1	RKN4136	24 Pin Switched Ignition	\$ 29.00	\$ 29.00
		<u>Base Stations (Building Maint Office and Air Traffic Control Tower)</u>		
2	XPR5580	Motorola XPR5580e 40 Watt 800mhz mobile radio includes: Standard microphone, standard installation bracket, standard power cable, programmed and five year warranty. <i>List - \$1,514</i>	\$ 1,211.00	\$ 2,422.00
2	RMN5050	Desktop Mic	\$ 132.00	\$ 264.00
2	T11827	Power Supply for Base Station Radio	\$ 218.00	\$ 436.00
2	800ANT	800mhz Antenna complete Kit	\$ 262.00	\$ 524.00
2	T69293	Laird mounting brackets	\$ 38.00	\$ 76.00
2	T97359	Lightening Polyphaser	\$ 89.00	\$ 178.00
800	LMR400	LMR400 Coax	\$ 1.25	\$ 1,000.00
2	MISC301	Miscellaneous installation supplies (weatherproofing, connectors, etc.)	\$ 75.00	\$ 150.00
2	SVC209	Installation of Base Stations	\$ 655.00	\$ 1,310.00
		<u>System</u>		
1	T8319	Motorola SLR8000 Repeater 100W (5 year warranty included). <i>List - \$9,935</i>	\$ 7,948.00	\$ 7,948.00
1	CA03385AA	800mhz Freq	included	
1	PMKN4166	Test Cable	included	
1	RLN4460	Test Box	included	

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1	GMMN4063	Service Mic	included	
1	3082933N08	AC Line Cord	included	
1	PMKN4167	Battery Backup Cables	included	
1	TEMR3CH	EMR 800MHz Duplexer	\$ 1,995.00	\$ 1,995.00
1	T800ANT	Comprod Antenna - 2 Bay Comprod 1/2 Wave	\$ 1,875.00	\$ 1,875.00
1	T335672	Antenna Mounts	\$ 138.00	\$ 138.00
1	T32013	Polyphaser Bulkhead Protector	\$ 120.00	\$ 120.00
100	LMR400	Coax	\$ 3.75	\$ 375.00
1	LGK	Lightening Grounding	\$ 175.00	\$ 175.00
2	PMKN4167	Battery Backup Cables	\$ 68.00	\$ 136.00
2	BATT	Deep Cycle Battery	\$ 249.00	\$ 498.00
1	MISC301	Misc. Parts, antenna mount, clamps, and stand-off	\$ 1,250.00	\$ 1,250.00
		<u>Installation</u>		
1	FCC102	FCC Licensing for 1 800mhz Repeater Pair plus TA.	\$ 1,400.00	\$ 1,400.00
43	SHP201	Programming of Portables and Mobiles	\$ 40.00	\$ 1,720.00
1	PRJ301	Project Management	\$ 850.00	\$ 850.00
1	SVC209	Pre-Staging and Installation of System	\$ 7,125.00	\$ 7,125.00
SYSTEM TOTAL				\$ 97,815.00

2. FCC licensing costs were estimated. Will confirm pricing upon submission and final award of frequencies.

3. Shipping of Equipment to ICE will be charged as we are charged – TBD.

4. Motorola Radio Equipment quoted at 20% off List per NASPO Public Safety Discount.



Quote Number: QUOTE-1843413

Billing Address:

MISSOULA INTERNATIONAL AIRPORT
5225 HWY 10 W
MISSOULA MT, 59808

Quote Date: 2022-08-09
Expiration Date: 2022-11-07

Quote Created By:

Kevin Haight
Sr. Account Manager
kevin.haight@motorolasolutions.com
2083164420

Currency: USD

Customer: MISSOULA INTERNATIONAL AIRPORT

Contact Name: Justin Shafer

Contact Email: jshafer@flymissoula.com

Contact Phone: 406.532.8647

Payment Terms: 30 NET

Terms and Conditions: none

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
	APX™ 8500									
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	9	\$5,667.00	\$51,003.00	38.00%	\$2,153.46	\$3,513.54	\$31,621.86	0681
1a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP.	9	\$879.00	\$7,911.00	38.00%	\$334.02	\$544.98	\$4,904.82	0681
1b	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	9	\$105.00	\$945.00	38.00%	\$39.90	\$65.10	\$585.90	0681
1c	G51AT	ENH:SMARTZONE.	9	\$1,650.00	\$14,850.00	38.00%	\$627.00	\$1,023.00	\$9,207.00	0681
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	9	\$176.00	\$1,584.00	0.00%	\$0.00	\$176.00	\$1,584.00	0185
1e	GA05509AA	DEL: DELETE UHF BAND.	9	-\$800.00	-\$7,200.00	38.00%	-\$304.00	-\$496.00	-\$4,464.00	0681
1f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED.	9	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
1g	W12DK	ADD: RF PREAMP APX.	9	\$73.00	\$657.00	38.00%	\$27.74	\$45.26	\$407.34	0681
1h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	9	\$66.00	\$594.00	38.00%	\$25.08	\$40.92	\$368.28	0681
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	9	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
1j	G67EH	ADD: REMOTE MOUNT ES MP.	9	\$327.00	\$2,943.00	38.00%	\$124.26	\$202.74	\$1,824.66	0681
1k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	9	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
1l	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	9	\$567.00	\$5,103.00	38.00%	\$215.46	\$351.54	\$3,163.86	0681
1m	GA01670AA	ADD: APX E5 CONTROL HEAD.	9	\$717.00	\$6,453.00	38.00%	\$272.46	\$444.54	\$4,000.86	0681
1n	W22BA	ADD: STD PALM MICROPHONE APX.	9	\$79.00	\$711.00	38.00%	\$30.02	\$48.98	\$440.82	0681
1o	W969BG	ADD: MULTIKEY OPERATION.	9	\$363.00	\$3,267.00	38.00%	\$137.94	\$225.06	\$2,025.54	0681
1p	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	9	\$330.00	\$2,970.00	38.00%	\$125.40	\$204.60	\$1,841.40	0681
1q	G304AC	ADD: RS232 DATA INTFC CBL TRK APX.	1	\$55.00	\$55.00	38.00%	\$20.90	\$34.10	\$34.10	0681
	APX™ Consolette									
2	L37TSS9PW1AN	ALL BAND CONSOLETTTE.	1	\$9,551.00	\$9,551.00	38.00%	\$3,629.38	\$5,921.62	\$5,921.62	0681
2a	CA01942AA	ADD: DC CORD.	1	\$61.00	\$61.00	38.00%	\$23.18	\$37.82	\$37.82	0681
2b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP.	1	\$879.00	\$879.00	38.00%	\$334.02	\$544.98	\$544.98	0681
2c	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	1	\$105.00	\$105.00	38.00%	\$39.90	\$65.10	\$65.10	0681
2d	CA01598AB	ADD: AC LINE CORD US.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
2e	G51AT	ENH:SMARTZONE.	1	\$1,650.00	\$1,650.00	38.00%	\$627.00	\$1,023.00	\$1,023.00	0681
2f	GA05509AA	DEL: DELETE UHF BAND.	1	-\$800.00	-\$800.00	38.00%	-\$304.00	-\$496.00	-\$496.00	0681
2g	G78AR	ADD: 3Y ESSENTIAL SERVICE.	1	\$176.00	\$176.00	0.00%	\$0.00	\$176.00	\$176.00	0185
2h	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU.	1	\$868.00	\$868.00	38.00%	\$329.84	\$538.16	\$538.16	0681
2i	W12DK	ADD: RF PREAMP APX.	1	\$73.00	\$73.00	38.00%	\$27.74	\$45.26	\$45.26	0681
2j	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	1	\$567.00	\$567.00	38.00%	\$215.46	\$351.54	\$351.54	0681
2k	W969BG	ADD: MULTIKEY OPERATION.	1	\$363.00	\$363.00	38.00%	\$137.94	\$225.06	\$225.06	0681
2l	W382AM	ADD: CONTROL STATION DESK GCAI MIC.	1	\$186.00	\$186.00	38.00%	\$70.68	\$115.32	\$115.32	0681
2m	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	1	\$330.00	\$330.00	38.00%	\$125.40	\$204.60	\$204.60	0681
3	HKN6183B	CABLE, CH PROGRAMMING RS-232 (GCAI).	1	\$74.25	\$74.25	20.00%	\$14.85	\$59.40	\$59.40	0261
Net Total									\$66,358.30	
Estimated Tax									\$0.00	
Estimated Freight									\$0.00	
Grand Total									\$66,358.30	

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: August 30th, 2022

1. **TITLE:** Missoula Airport Terminal Expansion Balancing Change Orders

Review, discussion, and possible approval of two (2) deductive change orders and one (1) additive to change order to respective contract GMP's for Martel Construction. **ACTION ITEM**

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

3. **TIME REQUIRED:** 6 Minutes

4. **BACKGROUND INFORMATION:** With the recent completion and opening of the South Concourse this Spring, we are beginning to reconcile project balances and closeout the remaining project components. Each of these respective projects is requiring a deductive change order to effectively close out the project and balance unused funds. Upon initial GMP formulation, these projects contained several allowances to cover unknown/unbid items that subsequently came in under budget. In addition, we also saw a reduction in overall quantities on several project items leading to additional cost savings. The deductive change orders are listed below for reference:

Martel Contract #17 -JetBridges – Deductive Change Order #1 = (\$112,668.92)
Martel Contract #20 – Landscape – Deductive Change Order #1 = (\$63,909.77)
Total Deductive Change Orders – (\$176,578.69)

With final punch list items being closed out on the South Concourse, we are looking to augment existing project contingencies (Martel Contract Amendment #14, Vertical Construction) with the unspent funds from previously mentioned project components (Martel Contract Amendments 17, and 20) in the amount of \$176,578.69. This final adjustment will be used to cover any additional items remaining to close out the South Concourse Expansion

Martel Contract #14 – Additive Change Order #2 = \$176,578.69
Total Additive Change Orders – \$176,578.69

5. **BUDGET INFORMATION:** N/A

6. **SUPPLEMENTAL AGENDA INFORMATION:**

Martel Contract Amendment #17 – Deductive Change Order #1
Martel Contract Amendment #20 – Deductive Change Order #1
Martel Contract Amendment #14 – Additive Change Order #2

7. **RECOMMENDED MOTION:** Move to accept the deductive change orders to Martel Contract Amendment's 17 and 20 in the amount of \$176,578.69 and accept the additive change order to Martel Contract Amendment 14 in the amount of \$176,578.69.

8. **PREPARED BY:** Tim Damrow

9. **COMMITTEE REVIEW:** None



MARTEL CONSTRUCTION, INC.

MAIN OFFICE
1203 SOUTH CHURCH AVENUE
BOZEMAN, MONTANA 59715-5801
(406) 586-8585 FAX (406) 586-8646

Change Order

August 17, 2022

PROJECT #	20-017
MSO Passenger Boarding Bridges 5225 HWY 10 West Missoula, MT 59808 Contract Amendment #14	

Subcontractor
Missoula MT Airport 5225 HWY 10 West Missoula MT 59808

Attn: Shaun Shea

Change Order # 1

The Contract is changed as follows:

Transfer Jet Bridge Package Contingency Balance to CSI	-112,668.92
Subtotal:	(112,668.92)

Total Amount of Change Order

(112,668.92)

The Original Contract Sum was	3,981,776
Net Change by Previously Authorized Change Orders	0.00
The Contract Sum Prior to this Change Order	3,981,776.00
The Amount of this Change Order is	(112,668.92)
The New Contract Sum Including this Change Order	3,869,107.08

CONTRACTOR:

Martel Construction, Inc.

By: Travis Frey
Project Managers Name

Date: 8/17/2022

SUBCONTRACTOR:

Missoula MT Airport

By: _____
MSO Representative Name

Date: _____



MARTEL CONSTRUCTION, INC.
MAIN OFFICE
1203 SOUTH CHURCH AVENUE
BOZEMAN, MONTANA 59715-5801
(406) 586-8585 FAX (406) 586-8646

Change Order

August 17, 2022

PROJECT #	21-012
MSO Landscaping 5225 HWY 10 West Missoula, MT 59808 Contract Amendment #20	

Subcontractor
Missoula MT Airport 5225 HWY 10 West Missoula MT 59808

Attn: Shaun Shea

Change Order # 1

The Contract is changed as follows:

Transfer Landscaping Package Contingency Balance to CSI	-63,909.77
Subtotal:	(63,909.77)

Total Amount of Change Order

(63,909.77)

The Original Contract Sum was	198,698.00
Net Change by Previously Authorized Change Orders	0.00
The Contract Sum Prior to this Change Order	198,698.00
The Amount of this Change Order is	-63,909.77
The New Contract Sum Including this Change Order	134,788.23

CONTRACTOR:

Martel Construction, Inc.

By: Travis Frey
Project Managers Name

Date: 8/17/2022

SUBCONTRACTOR:

Missoula MT Airport

By: _____
MSO Representative Name

Date: _____

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: August 30, 2022

1. **TITLE:** Change Order #1 to the contract with Knife River for the construction of the Terminal Exit Plaza Project.

Review, discussion and possible approval of a deductive change order that balances the final contract amount for the Terminal Exit Plaza Project. This is a deductive change order in the amount of \$22,412.00. **ACTION ITEM**

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

3. **TIME REQUIRED:** 4 Minutes

4. **BACKGROUND INFORMATION:** Originally started in early 2018, work on the terminal access road and parking lot has been comprised of 5 project phases and over 15 task orders with multiple contractors. Throughout the course of this project there have been several deductive and additive change orders. The net result of these change orders results in a net decrease in overall project GMP across all phases. Change Order #1 for the Terminal Exit Plaza Project is a reconciling deductive change order which finalizes the contract price for the project. The project began in April of 2021, went through one winter shutdown and was considered substantially complete with the installation of landscaping in August, 2022.

This change order balances out several itemized bid quantities and prices, some owner requested changes, and some unforeseen field conditions (unsuitable soils). The overall change order results in a reduction of final project costs.

The final construction costs associated with the project came in (\$22,412.00) under the original budget. A change order in that amount will be applied to the project.

5. **BUDGET INFORMATION:**
Original Bid Amount = \$1,888,719.00
Reduction in Contract Amount = \$22,412.00
Revised Contract Amount (per Change Order No. 01) = \$1,866,307.00

6. **SUPPLEMENTAL AGENDA INFORMATION:** Parking Lot Expansion Exhibit

7. **RECOMMENDED MOTION:** Move to accept Change Order #1 to the Terminal Exit Plaza Project with Knife River in the amount of \$22,412.00.

8. **PREPARED BY:** Tim Damrow

9. **COMMITTEE REVIEW:** None

ROADWAY & PARKING LOT AREAS OF SCOPE

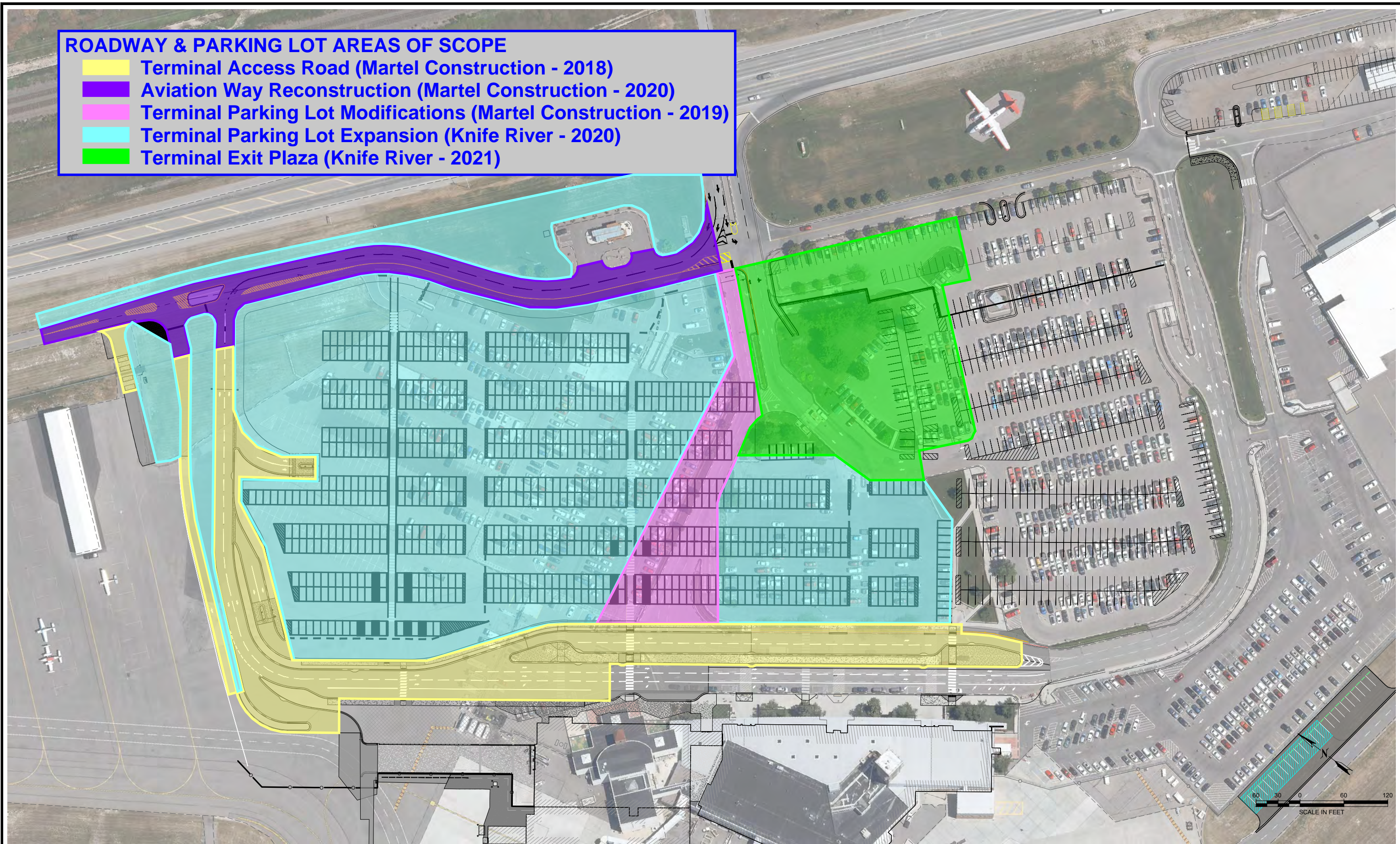
Terminal Access Road (Martel Construction - 2018)

Aviation Way Reconstruction (Martel Construction - 2020)

Terminal Parking Lot Modifications (Martel Construction - 2019)

Terminal Parking Lot Expansion (Knife River - 2020)

Terminal Exit Plaza (Knife River - 2021)



VERIFY SCALE AND COLOR!
THIS SHEET MAY BE REDUCED AND IS
INTENDED TO BE IN COLOR. THE BAR
BELOW WILL MEASURE ONE INCH AT
ORIGINAL DESIGN SCALE AND RED,
GREEN, AND BLUE WILL BE VISIBLE IF
REPRODUCED CORRECTLY.

MODIFY SCALE ACCORDINGLY!

NO.

DESCRIPTION

BY

DATE

Missoula

MONTANA AIRPORT

Morrison

Maierle

engineers • surveyors • planners • scientists

1055 Mount Avenue, Missoula, MT 59801

406.542.8880 • www.m-m.net

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DRAWN BY:

DSGN. BY:

APPR. BY:

DATE:

Q.C. REVIEW

BY:

DATE:

MISSOULA

MISSOULA INTERNATIONAL AIRPORT

MONTANA

PARKING LOT LAYOUT

PROJECT NUMBER

3366

SHEET NUMBER

DRAWING NUMBER

56

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: August 30, 2022

1. **TITLE:** Change Order #1 to the contract with Knife River for the construction of the Terminal Parking Lot Expansion Project.

Review, discussion and possible approval of an additive change order that balances the final contract amount for the Terminal Parking Lot Expansion Project. This is an overall additive change order in the amount of \$53,477.48. **ACTION ITEM**

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

3. **TIME REQUIRED:** 4 Minutes

4. **BACKGROUND INFORMATION:** Originally started in early 2018, work on the terminal access road and parking lot has been comprised of 5 project phases and over 15 task orders with multiple contractors. Throughout the course of this project there have been several deductive and additive change orders. The net result of these change orders results in a net decrease in overall project GMP across all phases. Change Order #1 for the Terminal Parking Lot Expansion Project is a reconcilable change order which finalizes the contract price for the project. The project began in August of 2020, went through two winter shutdowns and was considered substantially complete with the installation of landscaping in August, 2022.

This change order balances out several itemized bid quantities and prices, some owner requested changes, and some unforeseen field conditions (unsuitable soils). The overall change order results in an increase of project costs.

The final construction costs associated with the project came in \$53,477.48 over the original budget. A change order in that amount will be applied to the project.

5. **BUDGET INFORMATION:**
Original Bid Amount = \$2,293,000.00
Additive in Contract Amount = \$53,477.48
Revised Contract Amount (per Change Order No. 01) = \$2,346,477.48

6. **SUPPLEMENTAL AGENDA INFORMATION:** Parking Lot Expansion Exhibit

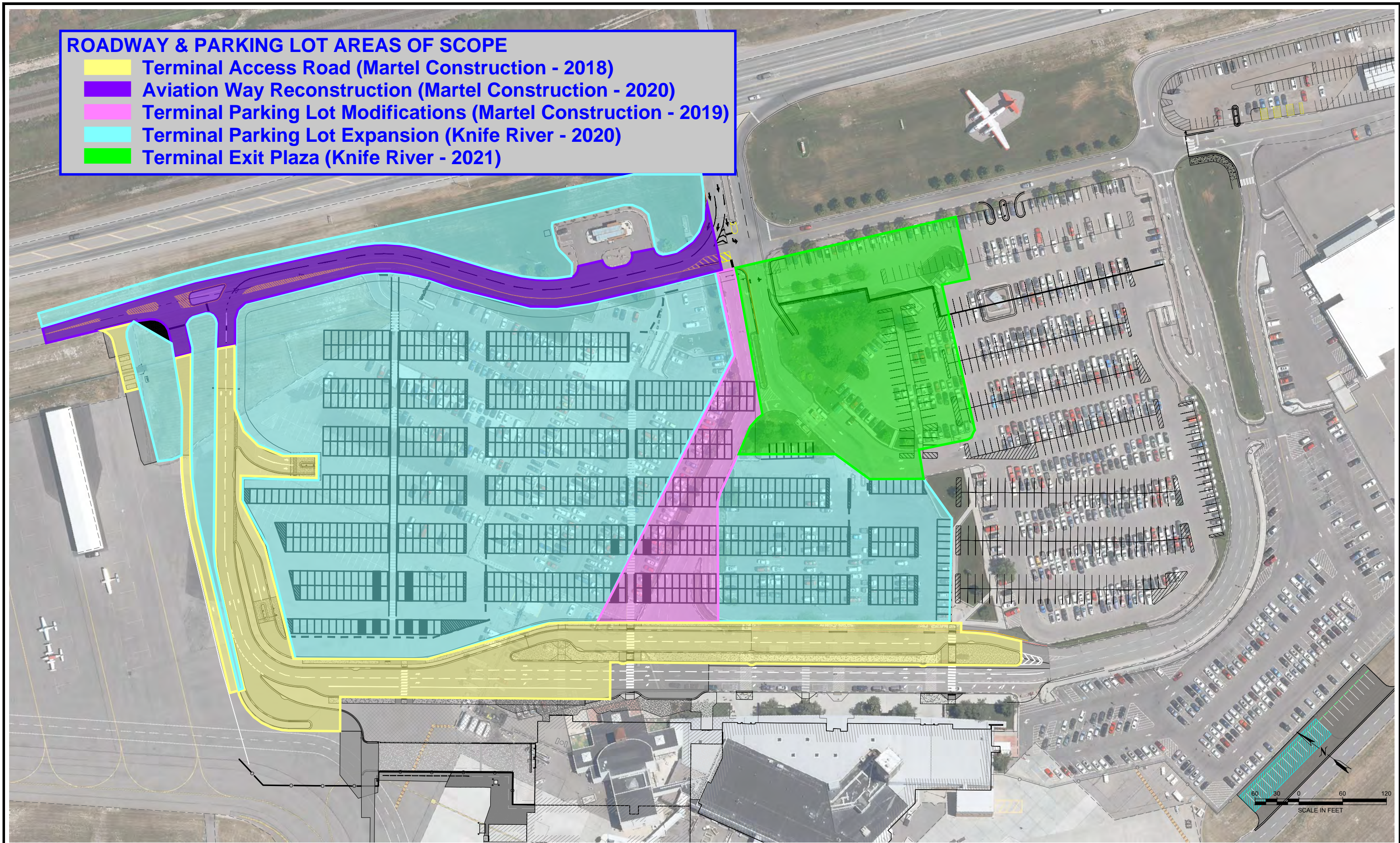
7. **RECOMMENDED MOTION:** Move to accept Change Order #1 to the Terminal Parking Lot Expansion Project with Knife River in the amount of \$53,477.48.

8. **PREPARED BY:** Tim Damrow

9. **COMMITTEE REVIEW:** None

ROADWAY & PARKING LOT AREAS OF SCOPE

- Terminal Access Road (Martel Construction - 2018)
- Aviation Way Reconstruction (Martel Construction - 2020)
- Terminal Parking Lot Modifications (Martel Construction - 2019)
- Terminal Parking Lot Expansion (Knife River - 2020)
- Terminal Exit Plaza (Knife River - 2021)



VERIFY SCALE AND COLOR!
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BELOW WILL MEASURE ONE INCH AT
ORIGINAL DESIGN SCALE AND RED,
GREEN, AND BLUE WILL BE VISIBLE IF
REPRODUCED CORRECTLY.

MODIFY SCALE ACCORDINGLY!

REVISIONS			
NO.	DESCRIPTION	BY	DATE

Missoula
MONTANA AIRPORT

Morrison
Maierle

engineers • surveyors • planners • scientists
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DRAWN BY: _____	MISSOULA	MISSOULA INTERNATIONAL AIRPORT	MONTANA	PROJECT NUMBER
DSGN. BY: _____				3366
APPR. BY: _____				SHEET NUMBER
DATE: _____				
Q.C. REVIEW	PARKING LOT LAYOUT			DRAWING NUMBER
BY: _____				58
DATE: _____				

M:\3366\026-04 - PARKING LOT MODIFICATIONS\ACAD\AIRPORTS\2020-0422_MSO PARKING LOT MARKINGS LAYOUT - BROAD VIEW.DWG PLOTTED BY:KEVIN KITTLESON ON 11/19/2020

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 30, 2022

1. **TITLE:** Civil Air Patrol, Missoula Composite Squadron, Lease Agreement

Review, discussion and possible approval of Civil Air Patrol, Missoula Composite Squadron, Lease Agreement
ACTION ITEM
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** The Missoula Civil Air Patrol had electronic equipment and an antenna in the old terminal building for many years, pre-dating the FAA's updated revenue use guidelines. Now that the old terminal is being de-constructed, the Air Patrol would like to re-install its equipment and antenna in the new terminal. Pursuant to FAA guidance, providing facilities to civil air patrol units operating aircraft at airports at nominal lease rates is not inconsistent with the requirement for a self-sustaining airport rate structure. The Missoula squadron provides benefits to the airport and to civil aviation through its educational work in the community as well as through its search and rescue efforts. The FAA specifically recognizes search and rescue efforts as a prime aeronautical role that directly benefits airport operators and safety. See *FAA Order 5190.6B Change 1* § 17.19.
5. **BUDGET INFORMATION:** \$10/year
6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of Civil Air Patrol, Missoula Composite Squadron, Lease Agreement
7. **RECOMMENDED MOTION:** Move to approve the Civil Air Patrol, Missoula Composite Squadron, Lease Agreement for the nominal lease rate of \$10 per year.
8. **PREPARED BY:** Tim Damrow
9. **COMMITTEE REVIEW:** None

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 30th day of August, 2022, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("Lessor" or "MCAA") and Civil Air Patrol, U.S. Air Force Auxiliary, Missoula Composite Squadron ("Lessee").

Recitals

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport");
2. Lessee has leased space in the old Airport terminal;
3. Lessee is a Civil Air Patrol unit operating aircraft at the Airport;
4. Lessee provides tangible and intangible benefits to the Airport and civil aviation through its operations at the Airport and its search and rescue operations;
5. MCAA has constructed a new terminal building and Lessee desires to lease space in the new terminal;

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

1. Lease. Lessor grants to Lessee the use of the Leased Property as described below for the limited purposes and uses as set forth in this Agreement.
2. Leased Property. The property leased shall consist of ten square feet of floor area located in the terminal basement Communication room at the Airport and exterior rooftop space for installation and operation of Lessee's associated communications antennae.
3. Term. The term of this Agreement shall commence on September 1, 2022 and shall terminate at 11:59 p.m. on June 30, 2032 unless terminated sooner pursuant to the provisions of this Agreement.
4. Holding Over. In the event Lessee shall hold possession of the Leased Property after expiration or termination of this Agreement, then such holding shall be a holdover tenancy from month to month and is otherwise governed by the same conditions, restrictions, limitations and covenants as contained in this Agreement. The intent of this provision is not to extend the term of this Agreement after termination or expiration, but rather to insure that any occupancy or use of the Leased Property by Lessee after expiration or termination of this Agreement is in strict compliance with the conditions, restrictions, limitations and covenants of this Agreement governing Lessee's use of the Leased Property.
5. Rents and Fees. Effective September 1, 2022, Lessee agrees to pay to the MCAA rent in the amount of \$10 per year for the Leased Property ("Rent"), payable in advance. The first payment of Rent shall be made within thirty (30) days after the Term commencement date and subsequent payments shall be due annually on or before September 1.

- a. Other Fees. All operations of Lessee conducted under this Agreement are subject to all other normal and customary fees as may be established and set by MCAA from time to time and which are applicable to Lessee's operations, including but not limited to landing fees and/or fuel flowage fees. Lessee shall comply with all reporting procedures which have been or may be established by the Lessor regarding such fees. Any such fees owed by Lessee will be billed on at least a quarterly basis and are due upon receipt of the invoice. Lessor reserves the right to conduct such audits and inspections of Lessee's records as may be reasonably required to determine compliance with reporting requirements for any of Lessee's operations at the Airport.
 - b. Late Charge. Lessee must pay a late charge of ten cents (\$.10) for each one dollar of each payment that is more than twenty (20) days in arrears. Any payment made after that date will not be considered complete unless it includes this late payment charge. Late charges accrue interest at the rate set forth in this Agreement from the date due until paid. Lessee will be in default under this Agreement until the late charges are paid in full.
 - c. Place of Payment. All payments made under this Agreement will be sent to MCAA at the address set forth in this Agreement, or to whatever other person and/or address MCAA designates in writing.
6. Use of Leased Property. Lessee's use of the Leased Property pursuant to this Lease is limited to its communications equipment. Lessee may install, operate, maintain, store and remove such communications equipment as may be necessary to its business, including transmitters, receivers, power supplies and antennas.

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

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

- a. Consistent with MCAA's overall mission;
- b. In compliance with MCAA's grant assurances to the FAA;
- c. Compatible and consistent with current and planned future uses of the Airport's facilities and property;

- d. In compliance with all applicable federal, state and local laws, regulations and/or ordinances; and
 - e. Consistent with MCAA policies as they may exist at the time of the proposed new use or operation.
- 7. Applicable Laws. The Agreement is subject to all applicable federal, state and local laws and regulations governing the use of Airport property including those of the FAA, the State of Montana and Missoula County Airport Authority. Lessee agrees to comply with all such laws and regulations in all its operations on and uses of the Leased Property, including MCAA's Primary Guiding Documents. Lessee is bound by and subject to the provisions of the Primary Guiding Documents.
- 8. MCAA's Reserved Rights. MCAA reserves the following rights:
 - a. For the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Property, together with the right to cause in the airspace such noise as may be inherent in the operations of aircraft now known or hereafter used for navigation of or flight in the airspace and for use of the airspace for landing on, taking off from, and/or operating on the airport.
 - b. The right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers or drains, pipelines, telephone and power lines and other such utility or service lines with necessary or convenient equipment and accessories over, in, upon, through, across, and along the Leased Property or any part thereof as will not unreasonably interfere with Lessee's operations under this Agreement and to enter upon the Leased Property for any and all such purposes. MCAA further reserves the right to grant franchises, easements, rights-of-way and permits in, over and upon, along or across any and all such portions of the Leased Property as MCAA may elect so to do.
 - c. The right to further develop or improve its property as it sees fit regardless of the desires or views of Lessee and without interference or hindrance from Lessee.
 - d. The right to grant easements, rights of way and permits in, over and upon, along or across any and all such portions of the Leased Property as Lessor may elect to do. The exercise of any rights under this sub-section are subject to the following conditions:
 - i. No right of the Lessor provided for herein shall be exercised so as to interfere unreasonably with the Lessee's operations under this Agreement.
 - ii. Lessor agrees to consult with Lessee concerning construction activities which may impact Lessee's operations.
 - iii. Lessor agrees that any right as set forth herein shall not be exercised unless a prior written notice is given to Lessee.

- iv. Lessor agrees that it will cause the surface of the Leased Property to be restored to its previous condition upon the completion of any required construction.
 - e. Notwithstanding anything contained in this Agreement that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement for Lessee to use portions of the Airport outside the Leased Property are non-exclusive. MCAA reserves the right to grant similar privileges or leases to another operator or other operators on other parts of the Airport including for operations the same as or similar to Lessee's.
- 9. Lease Subordinate to Rights of the U.S. Government. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America relative to the development, operation, or maintenance of the Airport. This Agreement is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.
- 10. Use of Public Airport Facilities. Lessee is granted the nonexclusive use of all public Airport facilities. All such use shall be in accordance with the laws of the United States of America, the State of Montana, and the rules and regulations promulgated by MCAA with reference to aviation, air navigation and general Airport operations.
- 11. Non-Discrimination. Lessee agrees to comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations of the U.S. Department of Transportation, Title 49, Part 21 and 26.
 - a. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Lessee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
 - b. Lessee agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and that is shall not discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
 - c. Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event such noncompliance is not corrected within thirty (30) days after written notice to Lessee by MCAA, MCAA shall have the right to

terminate this Agreement and the estate created without liability therefor or at the election of MCAA or the United States either or both shall have the right to judicially enforce said provisions.

12. Obligations of MCAA.

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

13. Default by Lessee. In the event of a default by Lessee in the performance of any covenant, term, condition, or obligation or violation of any term of this Agreement and such default is not corrected within thirty (30) days after written notice to Lessee by MCAA, MCAA may pursue any and all legal remedies available. If the default is not capable of being corrected within thirty (30) days, then Lessee must commence corrective action within the thirty (30) days and diligently pursue it to completion.

14. MCAA's Rights Upon Default. If the MCAA notifies the Lessee in writing that it is in default under this Agreement, and the Lessee fails to cure the default within the time set forth in the notice, MCAA may, without making further notice or demand upon the Lessee, take any or all of the following actions:

- a. Leave this Agreement in effect, permit the Lessee to remain in possession of the Leased Property, and bring an action or actions against the Lessee to recover the amounts owed by the Lessee under this Agreement as they become due, and to recover any other amounts necessary to compensate the MCAA for all detriment caused by the Lessee's failure to perform its obligations under this Agreement. The abandonment of the Leased Property by the Lessee will not affect the Lessee's obligations under this Agreement.

- b. Notify the Lessee in writing that the Agreement is terminated, and demand that the Lessee immediately relinquish possession of the Leased Property. MCAA may take this action either as an alternative to or subsequent to exercising the remedies set forth in sub-section (a) of this paragraph. If the Lessee does not relinquish possession of the Leased Property, the MCAA may enter and take possession of the Leased Property, may remove the property and personnel of the Lessee from the Leased Property at the expense of the Lessee, and may store the Lessee's personal property in any reasonable manner and place selected by the MCAA, without liability for any physical damage or financial loss that may be caused to the Lessee by such removal. The Lessee agrees to reimburse the MCAA for all expenses of and all damage caused by the repossession of the Leased Property and the removal and storage of the Lessee's property.
 - c. Pursue any and all other rights or remedies available to the MCAA at law or in equity.
- 15. Notice of Default Fee. If an event of default occurs and the MCAA sends a notice of default to Lessee, Lessee must pay the MCAA \$300 per notice to reimburse MCAA for the costs of sending the notice of default. This fee will be set forth in the notice of default, and the default will not be considered cured until this fee is paid.
- 16. Hold Harmless. Lessee agrees to indemnify and hold MCAA and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which MCAA, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Lessee, its officers, agents or employees in its operations at the Airport. MCAA agrees to indemnify and hold Lessee and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which Lessee, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of MCAA, its officers, agents or employees in the use of the Leased Property.
- 17. Insurance. During the term of this Agreement, the Lessee will obtain and maintain the following kinds and amounts of insurance with respect to the Leased Property:
 - a. Commercial general liability insurance with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around the Leased Property, in an amount not less than one Million Five Hundred Thousand Dollars (\$1,000,000.00) combined single limit of bodily injury and property damage.

- b. Property and casualty insurance with a reputable company insuring any personal property on the Leased Property against all risks in an amount not less than the replacement value of such items.
 - c. Any other insurance that is customarily required for the type of business activity conducted by Lessee and that MCAA may request in writing.
 - d. All such insurance policies will be in a form or forms which satisfy the requirements of MCAA's Primary Guiding Documents as the same may exist or be amended from time to time. Lessee shall deliver to MCAA a certificate of all required insurance showing it to be in effect and providing that it will not be canceled without at least thirty (30) days prior written notification to MCAA. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Lessee's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Lessee's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Lessee's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Lessee, its officers, agents or employees in its operations at the Airport.
18. Notices. All default or termination notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may by written notice designate:
- | | |
|-----------------------------------|--|
| Airport Director | Civil Air Patrol, U.S. Air Force Auxiliary |
| Missoula County Airport Authority | Missoula Composite Squadron |
| 5225 Highway 10 West Box 25 | [Need Mailing Address] |
| Missoula, Montana 59808 | |
19. Assignment, Subletting and Encumbrances. Any subletting of Lessee's interest in the Leased Property or granting of any liens or encumbrances on the Leased Property or any part or portion thereof must first be approved in writing by MCAA pursuant to MCAA's Primary Guiding Documents. Any new Lessee or sub-Lessee must agree to be bound by and to comply with all provisions of this Agreement and must submit all information and documents required of new Lessees as set forth in the Primary Guiding Documents. MCAA may delegate the authority to approve requests for subletting and or the creation of encumbrances on leased space to its Director.
20. Time. Time is of the essence in this Agreement.
21. Computation of Time. Whenever the last day for the exercise of any privilege or right or the discharge of any duty under this Agreement will fall upon a Saturday, a Sunday, or any public or legal holiday, whether state or federal, the party having the privilege, right or

duty will have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.

22. Place of Performance, Governing Law and Choice of Venue. The place of performance of this Agreement shall be in Missoula County, Montana. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
23. Negotiation of This Agreement. The parties acknowledge that this Agreement is the result of substantial negotiations between the parties and should be construed in accordance with the fair intent and meaning of the language, considered in its entirety and not for or against either party, regardless of which party (or which party's attorney) prepared this Agreement. Each party acknowledges that it has consulted with its own attorney in connection with the negotiation of this Agreement.
24. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
25. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
26. Attorney Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out of pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out of pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
27. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
28. Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.
29. Waiver. The failure of MCAA or Lessee to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or

remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.

30. Successors in Interest. The terms, covenants and conditions of this Agreement apply to and are binding on the successors and assigns of the parties to this Agreement.
31. Official and Corporate Action. The parties represent and warrant that each has taken all official or corporate action necessary to authorize the execution and performance of this Agreement.
32. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes. The delivery of an executed counterpart of this Agreement by facsimile or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

Missoula County Airport Authority

Civil Air Patrol,
Missoula Composite Squadron

By: Brian Ellestad, Airport Director

By:
Its:

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 30, 2022

1. **TITLE:** Contract Amendment No. 04 to Task Order No. 09 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion and possible approval of Amendment No. 04. This amendment is for additional services requested by DEQ for the Corrective Action and Work Plan (CAP) for an old petroleum spill in the rental car overflow lot 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 1993, a leak in an underground fuel tank occurred in the rental car overflow parking lot. While the underground tanks and contaminated soils were removed, DEQ required ongoing monitoring of petroleum levels in the groundwater.

Over the last five years, Morrison-Maierle and Tetra Tech have been working to get a Corrective Action Plan approved by DEQ on this remediation site. Tetra Tech has been able to obtain funds through the State Petroleum Board to reimburse efforts to clean up and close the site with DEQ. Through work over the last five years and sampling results from monitoring wells, DEQ is now requesting that the sampling of existing wells continue. At the completion of this amendment work, it is anticipated that DEQ will consider the site clean and closed.

5. **BUDGET INFORMATION:** Amount Required: \$11,607.05
Budget amount available: Petro Board funded through reimbursement
6. **SUPPLEMENTAL AGENDA INFORMATION:** Amendment No. 04 Scope and Fee as approved by DEQ and the State Petro Board.
7. **RECOMMENDED MOTION:** Move to Approve Amendment No. 04 to Task Order No. 9 with Morrison-Maierle in the amount of \$11,607.05.
8. **PREPARED BY:** Tim Damrow, Deputy Director
9. **COMMITTEE REVIEW:** None.

AMENDMENT NO. 04 TO TASK ORDER NO. 09
For Master Agreement for Engineering Services between
OWNER, Missoula County Airport Authority and the ENGINEER, Morrison-Maierle

Project Number: 3366.019.04

1. Background Information:

- a. Effective date of Master Agreement: June 28, 2016
- b. Effective date of Task Order No. 09: July 11, 2017
- b. Owner: Missoula County Airport Authority
- c. Engineer: Morrison-Maierle, Inc.
- d. Project: Quick Turn Around Facility – Petroleum Release Cleanup (Car Wash Release)

2. Amendment to Task Order Information

2.1 ENGINEER shall perform the following Services under this Amendment to the Task Order: Services for this amendment are attached.

2.2 The Budget for the Amendment to the Task Order services shall be: Original contracted fee was \$8,675.00. Amendment #1 (July, 2018) fee was \$50,829.21. Amendment #2 (April, 2019) fee was \$26,209.61. Amendment #3 (August, 2020) fee was \$22,162.23. This amendment (#4) results in an increase to the overall Time and Materials contract fee by \$11,607.05. This brings the total contract amount to \$119,483.10

2.3 The schedule for the Amendment to the Task Order services is as follows: Continue additional sampling of existing monitoring wells and update to the Groundwater Monitoring Report and Release Closure Plan per DEQ recommendations. Any additional or remaining work will be determined by the results of monitoring wells and sampling.

2.4 The responsibilities of OWNER for this Amendment to the Task Order are as follows: Not Applicable

CLIENT and CONSULTANT hereby agree to modify the above-referenced Agreement as set forth in this Amendment to the Task Order. All provisions of the Agreement not modified by this or previous Task Orders remain in effect.

The effective date of this AMENDMENT is: August 30, 2022.

OWNER:

Missoula County Airport Authority

Signed: _____

By: Brian Ellestad, A.A.E

Title: Airport Director

Contact Information and Address for giving notices:

5225 Highway 10 West

Missoula, MT 59808

Email: bellestad@flymissoula.com

Phone: (406) 728.4381

Address for Invoices (if different)

ENGINEER:

Morrison-Maierle

Signed: Shaun P. Shea

By: Shaun P. Shea, PE

Title: Vice President

Contact Information and Address for giving notices:

1055 Mount Ave

Missoula, MT 59801

Email: sshea@m-m.net

Phone: (406) 542.4846

**AMENDMENT NO. 04 STANDARD AGREEMENT
BETWEEN MORRISON-MAIERLE AND CONSULTANT**
Project Number 3366.019.04

1. Background Data:

- a. Effective date of MORRISON-MAIERLE-CONSULTANT Agreement: July 11, 2017
- b. MORRISON-MAIERLE (MM)
- c. CONSULTANT: Tetra Tech
- d. Project: Petroleum Release Cleanup (Car Wash, DEQ Release #3756)

2. Nature of Amendment: *[Check those that are applicable.]*

- ☒ Additional Services to be performed by CONSULTANT
- ☐ Modifications to Services of CONSULTANT
- ☐ Modifications to Responsibilities of MORRISON-MAIERLE, INC.
- ☐ Modifications to Payment to CONSULTANT
- ☐ Modifications to Time(s) for rendering Services
- ☐ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

- ☐ Attachment 1, "Modifications"
- ☒ Other attachments as listed below:
See attached work/fee breakdown as approved by DEQ

ATTACHMENT 1

This is **Attachment 1**, consisting of 1 Page, to Amendment No.04, Dated: August 30, 2022.

Modifications

[Check the following paragraphs that are appropriate. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and future correspondence or amendments.]

- ☒ A1. CONSULTANT shall perform the following Additional Services:
(See attached)
- ☐ A2. The Scope of Services currently authorized to be performed by CONSULTANT in accordance with the Agreement and previous amendments, if any, is modified as follows:
- ☐ A3. The responsibilities of MORRISON-MAIERLE are modified as follows:
- ☐ A4. For the Additional Services or the modifications to services set forth above, MORRISON-MAIERLE shall pay CONSULTANT the following additional or modified compensation:
- ☐ A5. The schedule for rendering services is modified as follows:
- ☐ A6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

MORRISON-MAIERLE and CONSULTANT hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is **August 30, 2022**.

MORRISON-MAIERLE

CONSULTANT: Tetra Tech

Signed:

Shaun P. Shea

Signed:

By: Shaun P. Shea, PE

By:

Title: Vice President

Title:

Contact Information and Address for giving notices:

Contact Information and Address for giving notices:

Shaun P. Shea, PE

1055 Mount Ave

Missoula, MT 59801

Email: sshea@m-m.net

Email:

Phone: (406) 542.4846

Phone:



Petroleum Tank Release Compensation Board

STATE OF MONTANA

P.O. Box 200902 • Helena, MT 59620-0902 • (406) 444-9710
Website: <https://deq.mt.gov/cleanupandrec/programs/ptrcb>

July 22, 2022

Mr. Lynn Fagan
Missoula County Airport Authority
5225 US Highway 10 West
Missoula, MT 59808

Subject: Petroleum Tank Release Compensation Board (PTRCB) staff review of the costs associated with the Groundwater Monitoring Work Plan, dated *November 1, 2021*, for the Petroleum Release at the Missoula County Airport Carwash Facility, 5225 Highway 10 West, Missoula, MT, DEQ Facility ID #32-01296 (Treads ID 25206), DEQ Release #3756, Work Plan ID #7168)34415

Dear Mr. Fagan:

The Board staff has reviewed the costs associated with this Department of Environmental Quality (DEQ)-approved plan. **The Petroleum Tank Release Cleanup Fund has obligated revenue for this plan.**

Please visit our website (<https://deq.mt.gov/cleanupandrec/programs/ptrcb>) for general information concerning PTRCB's review of this corrective action plan, the allocation of costs to tasks, associated codes, and standard rates associated with reimbursement of claims.

The Board staff would recommend approval of claims for the following work not to exceed the total cost of \$11,607.05. The details are shown by task. Note: Underlined items are changes from the original work plan budget, made by Board staff. The staff provides the following comments pertaining to the proposed task costs for this plan:

- Task 1 – Work Plan Preparation (Groundwater Monitoring) - \$650.00
 - No more than the maximum reimbursable costs for preparation of a Groundwater Monitoring Work Plan.
- Task 2 – Project Management - \$770.61
 - For all project management activities, including coordination, scheduling, correspondence, and health and safety plan changes. The amount allowed is based on work plans with a similar scope of work.
- Task 3 – Water Level Measurements - \$270.00
 - No more than the standard rate for two (2) rounds of water level measurement for up to three (3) wells per event. This task includes all labor, equipment, materials and well consumables to locate and measure groundwater depth and record information pertaining to a groundwater monitoring well when not performed as a part of groundwater monitoring.
- Task 4 – Monitoring (Groundwater) - \$2,520.00
 - No more than the standard rate for two (2) rounds of ground water monitoring and

July 22, 2022

- sampling for up to six (6) wells per event. This task includes all equipment, materials, consumables, and labor for locating, monitoring, purging, and collection of water samples.
- Task 5 – Laboratory Analysis with Fee - \$4,216.00
 - Costs for analyses for VPH, lead scavengers (EDB and DCA), and IBIs, including sulfate, nitrate, methane, dissolved iron, dissolved manganese, for up to 12 water samples. Cost includes sample shipping costs. Because shipping has been approved, the PTRCB sample fee will not be reimbursed. Costs will be reimbursed based on actual invoiced prices.
 - Task 6 – Report (Interim Data Submittal) - \$500.00
 - Costs for preparation of a Groundwater Monitoring Interim Data Submittal at the maximum allowed rate.
 - Task 7 – Report (Groundwater Monitoring Report) - \$2,120.00
 - Costs for preparation of a Groundwater Monitoring Report at the maximum allowed rate.
 - Task 8 – Report (Release Closure Plan) – 560.44
 - Costs to update the Release Closure Plan (RCP) for the site.

The Board staff will not recommend reimbursement of costs exceeding those submitted and approved with this plan unless written justification for budget exceedances is provided. For any changes to the scope of the work plan, a Corrective Action Plan Modification Form (PTRCB Form 8) is required. The Form 8 should be received and approved before work is conducted. A data input form for the Form 8 can be found on the PTRCB web site at <https://deq.mt.gov/cleanupandrec/programs/ptrcb>.

The owner/operator is reminded all comments on the costs of work proposed in this plan are based on cost information supplied with the corrective action work plan. Please be sure to read the Corrective Action approval letter from DEQ for technical guidance pertaining to the approval and completion of the above referenced work plan.

If you have questions regarding these comments pertaining to this corrective action plan please contact me via phone at 406-444-9715 or email at aroot@mt.gov.

Sincerely,



Ann R. Root
Fund Cost Specialist

cc: R. Miner, DEQ-PTCS
J Armstrong, Tetra Tech
B Downing, Tetra Tech
PTRCB file

**MONTANA PETROLEUM TANK RELEASE COMPENSATION BOARD
CLAIM FOR REIMBURSEMENT –CORRECTIVE ACTION
FORM 3**

Claims should be submitted upon completion of a task or tasks of a Department approved corrective action plan for a **single** petroleum release. **A separate claim form is required for each release.** Please review the [Form 3 Instructions](#) before completing this form. If you require assistance, contact Board Staff at 406-444-9710.

If costs for PTRCB-eligible release investigation and cleanup activities, for which you are seeking reimbursement, have been paid by another funding source and you would like to allocate them towards the required PTRCB copay for this release, please review our Form 11 and its instructions, found on the [Forms page](#) of our website, BEFORE completing and submitting this claim Form 3.

1. Facility and Petroleum Release Information	
Name of Facility:	Car Wash Building
Street Address:	5225 W Broadway St
City:	Missoula, MT 59808
DEQ Facility Identification Number:	3201296 (TID 25206)
DEQ Petroleum Release Number: (only one release #)	3756

2. Owner – Name and Address		3. Operator – Name and Address		4. Payable to: – Name and Address (Required)	
Attn:		Attn:		Attn:	
Phone Number:		Phone Number:		Phone Number:	
Fax Number:		Fax Number:		Fax Number:	
Email Address:		Email Address:		Email Address:	
Do you want to receive Email about this claim?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Do you want to receive Email about this claim?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Do you want to receive Email about this claim?	Yes <input type="checkbox"/> No <input type="checkbox"/>

5. Claimant – Name and Address		6. Consultant – Name and Address		7. Any other person – Name and Address	
Attn:		Attn:		Attn:	
Phone Number:		Phone Number:		Phone Number:	
Fax Number:		Fax Number:		Fax Number:	
Email Address:		Email Address:		Email Address:	
Do you want to receive Email about this claim?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Do you want to receive Email about this claim?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Do you want to receive Email about this claim?	Yes <input type="checkbox"/> No <input type="checkbox"/>

8. Total amount of this claim (including all page 2's):	\$0.00
--	--------

Release #: 3756

- 12. Owner Certification:** I certify under penalty of perjury that this submitted claim is for work that was actually completed; that the work performed was necessary to clean up the petroleum release at the facility identified in **Section 1**; that the cost of work for which reimbursement is sought is reasonable; and that to the best of my knowledge, all information herein provided is true and correct. **NOTE: If someone is submitting the claim on behalf of the owner/operator, skip Section 12 and complete Section 13. See the [Form 3 instructions](#).**

Owner/Operator Signature

Date

Typed Name of Owner/Operator

State of _____

County of _____

Signed and Sworn before me on this day _____ by _____
Date Person who signed above

(SEAL)

Notary Public Signature

Printed or typed

Notary Public for the State of

Residing at

My Commission Expires

- 13. Claimant Certification:** I certify under penalty of perjury that I am authorized to submit claims on behalf of the owner or operator for this release and the information on this claim form is true to the best of my knowledge. This claim is submitted for work that was actually completed.

Claimant Signature

Date

Typed Name of Claimant

State of _____

County of _____

Signed and Sworn before me on this day _____ by _____
Date Person who signed above

(SEAL)

Notary Public Signature

Printed or typed

Notary Public for the State of

Residing at

My Commission Expires

Submit this completed claim and supporting documents to the following address:

**PETROLEUM TANK RELEASE COMPENSATION BOARD
PO BOX 200902, HELENA MT 59620-0902**

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 30, 2022

1. **TITLE:** Authorization to Accept FAA Grant for AIP Discretionary

Review, discussion, and possible pre-authorization for Airport Director to accept upcoming AIP 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 Airport received and publicly opened bids for the Deice Apron Expansion Project June 8, 2022, and at the June 26th Board meeting the project was awarded to Knife River in the amount of \$7,054,648 pending the availability of federal funding. We hope to secure federal funding within the next few days as yearend discretionary grants are expected to be announced shortly. Because of the requirement to post public notices of Board meetings at least 48 hours in advance, staff determined that it was prudent to request that the Board pre-authorize the Airport Director to accept the grant offer. This grant will require a 10% local match.

5. **BUDGET INFORMATION:**
Amount Required: \$7,054,648
AIP Funds: Yet to be announced.
MSO Share: To be determined.

6. **SUPPLEMENTAL AGENDA INFORMATION**

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

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

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

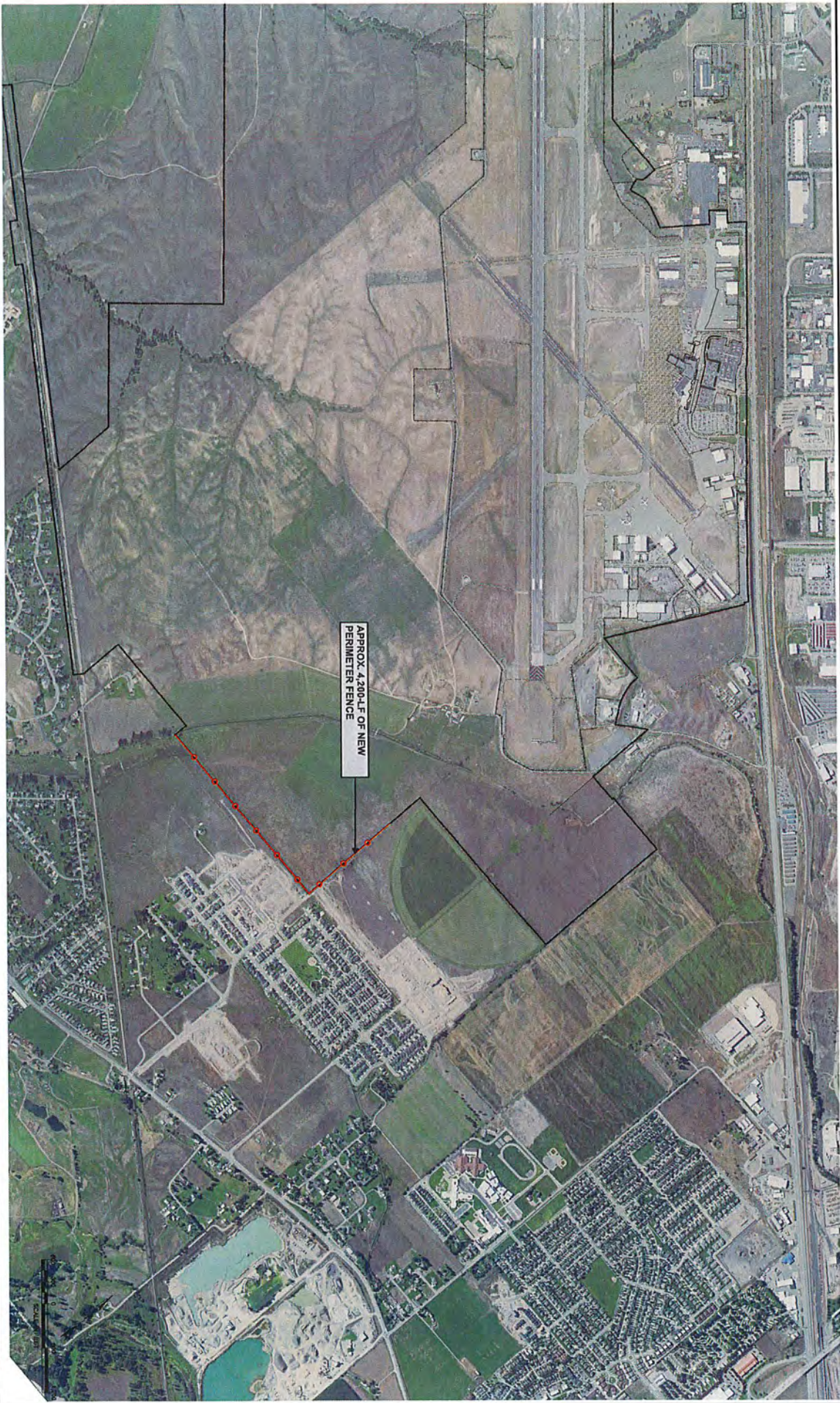
Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 30, 2022

1. **TITLE:** Purchase of Boundary Fencing

Review, discussion, and possible approval of the Purchase of Boundary Fencing and matters related thereto. **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** As Missoula grows, we are we are getting more and more subdivisions moving closer and closer to our exterior property. We recently met with a new adjoining landowner to discuss boundary lines. Upon the site survey we feel it would be best to put up a permanent 6-foot chain link fence where 44 Ranch's newest phase is currently under construction and another subdivision is under works to the north. We would utilize our BIL AIP funding for this project. We are proposing up to 4200 feet of fencing to secure our south side and continue that up towards England Boulevard.
5. **BUDGET INFORMATION:**
Amount Required: \$92,400
BIL AIP Funds: \$83,160
MSO Share: \$9,240
6. **SUPPLEMENTAL AGENDA INFORMATION:** Our procurement policy requires 3 written quotes, attached. Map of the proposed area is also attached.
7. **RECOMMENDED MOTION:** Move to approve a contract with Fence crafters Missoula, Inc. as presented for approximately 4200 feet of fence not to exceed \$92,400.
8. **PREPARED BY:** Brian Ellestad, Airport Director
9. **COMMITTEE REVIEW:** N/A



SHEET 1 OF 1		PROJECT NUMBER	
NO. DESCRIPTION		SHEET NUMBER	
1	APPROX. 4,200 LF OF NEW PERIMETER FENCE	1	EX-A
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Fencecrafters Missoula Inc

P.O. BOX 17575, MISSOULA, MT 59808 6619 HIWAY 10 W., MISSOULA, MT 59808
PHONE: (406) 251-2406 FAX: (406) 549-3884

Attn: Nate Cole
Missoula International Airport

August 11, 2022

Re: 6' Chain Link Fencing Estimate

Scope of Work: Provide all materials, tools, labor, and equipment to perform the following work:

- Install approx. 2900' of 6' galvanized chain link

Material Specifications:

- Terminal Posts – 2 3/8" SS40 Galvanized Steel
- Line Posts – 1 7/8" SS40 Galvanized Steel
- Top Rail – 1 5/8" SS20 Galvanized Steel
- Fabric – 6' 9ga 2" Mesh
- Bottom Tension Wire – 7ga Spring Coil
- Bracing – Horizontal 1 5/8" Brace Rail and Truss Rod at all Pull Points
- Post Set – All in concrete

Cost: The total cost for this project is as follows:

- Chain Link Fence \$63,800.00 Total \$22.00/LF

Prevailing wages have **not** been included in this proposal. Bonding can be added at a rate of 2.5%. Fencecrafters is a DBE certified woman-owned firm. If you have any questions, please call me at 406-544-8539 or e-mail to karl@fencecrafters.net.

Sincerely,

Karl Keintz, Manager
Fencecrafters Missoula Inc

Tri Seven Excavation Inc

9240 Trigger Court
Missoula, MT 59808
406-546-6753

Estimate

Date	Estimate #
8/11/2022	2

Name / Address
Missoula airport HWY 10 missoula MT

			Project
Description	Qty	Rate	Total
Six foot chainlink fence to be installed bid includes all materials and labor for installation, materials are as asked for heavy gauge posts and heavy gauge fence mesh. Price is for a minimum of 2900 feet of fence we can do additional fence for the same price per foot. This quote does not include any gates.	2,900	27.32	79,228.00
Excavation After looking at project it is recommended that the area be cleaned up and graded to be level with the way the fence will run to keep dogs and kids etc out of area being fenced because there is a fair amount of dips and dives in the area that would leave some good gaps under fence this is my recommendation.	2,900	2.00	5,800.00
Thank you for the opportunity.		Total	\$85,028.00

BOARD LEADERSHIP TRAINING

PRESENTED BY MSU EXTENSION'S LOCAL GOVERNMENT CENTER

WOULD YOU LIKE TO BE

**MORE
EFFECTIVE**

IN YOUR LOCAL
BOARD SERVICE?

The County Commissioners are sponsoring a Board Leadership training for all members of local boards. Come learn how you can be an effective board member and provide essential leadership in your community.

“ High functioning local government depends on effective locally appointed and elected board members. ”

DO YOU WANT TO MAKE SURE
YOU AND YOUR BOARD ARE
**FOLLOWING
THE LAW?**

Potential topics include:

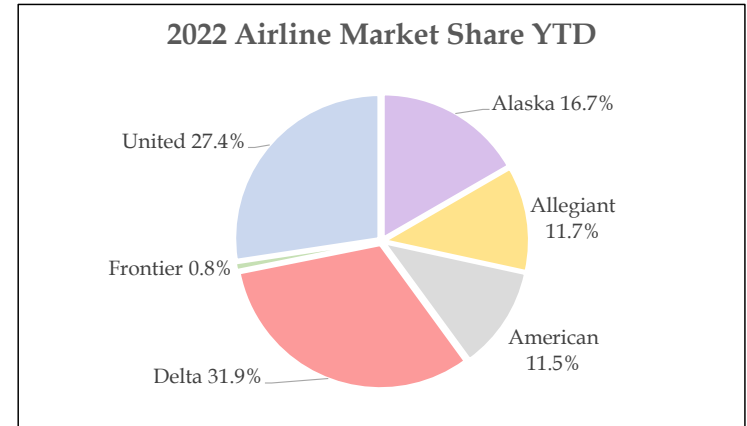
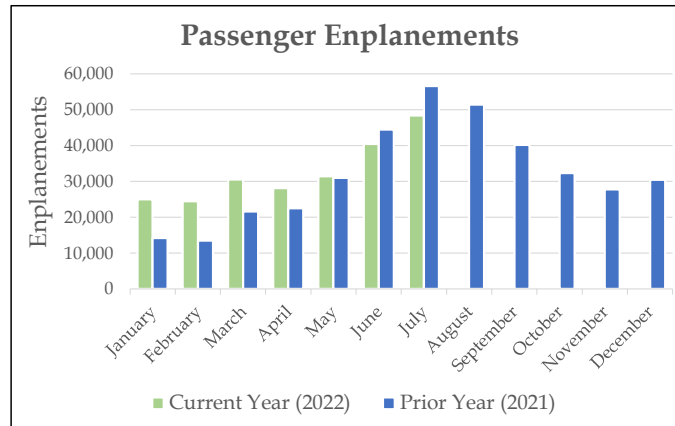
- Principles of Good Governance
- Roles and Responsibilities of Board Members/Trustees
- MT Open Meeting Laws
- MT Citizens Right to Participate Laws
- Executive Session or Closing a Meeting
- Board Member Liability
- Effective Meetings
- Meeting Agendas and Managing Public Comment
- Montana's Code of Ethics
- Meeting Minutes

WHEN

WHERE

Summary

- Short notice airline schedule reductions due to industry wide rising fuel prices and lack of pilots
- Consistently strong load factors Y/Y
-LF strengthened by airline capacity changes
- Please reach out with any comments or changes to improve our report going forward!



Tower Operations	Ops Type	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y	
	Air Carrier	566	536	526	468	560	840	959	0	0	0	0	0	4,455	-30%	
	Air Taxi	320	388	427	411	494	688	619	0	0	0	0	0	3,347	-11%	
	GA	827	1107	1178	1326	1392	1714	2384	0	0	0	0	0	9,928	-10%	
	Military	31	22	130	44	47	44	63	0	0	0	0	0	381	-29%	
	Civil	1,055	792	1150	1329	1111	1090	1039	0	0	0	0	0	7,566	27%	
	Total	2022	2,799	2,845	3,411	3,578	3,604	4,376	5,064	0	0	0	0	0	25,677	-7%
		2021	2,880	2,293	3,638	3,738	4,233	4,977	5,891	5,128	4,650	3,847	2,827	2,333	46,435	
Enplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y	
	Alaska	4,948	5,016	5,201	3,949	5,934	6,306	6,697	0	0	0	0	0	38,051	-21%	
	Allegiant	2,868	3,132	3,939	3,349	3,141	4,681	5,724	0	0	0	0	0	26,834	20%	
	American	2,387	1,603	2,158	3,213	3,654	6,251	7,094	0	0	0	0	0	26,360	-11%	
	Delta	7,773	8,245	10,893	10,310	11,184	10,204	14,162	0	0	0	0	0	72,771	29%	
	Frontier	0	0	0	0	0	462	1,267	0	0	0	0	0	1,729	-43%	
	United	7,039	6,479	8,335	7,317	7,477	12,543	13,352	0	0	0	0	0	62,542	41%	
	Charters	0	24	0	0	0	6	85	0	0	0	0	0	115	1543%	
	Total	2022	25,015	24,499	30,526	28,138	31,390	40,453	48,381	0	0	0	0	0	228,402	12%
		2021	14,156	13,483	21,642	22,460	30,966	44,458	56,566	51,385	40,190	32,330	27,712	30,470	385,818	
LF	2022	79.7%	84.3%	86.6%	83.2%	81.5%	82.7%	87.1%						83.8%		
	2021	54.6%	52.0%	58.4%	55.5%	63.7%	64.9%	73.1%	70.5%	68.9%	85.7%	88.9%	87.6%	69.1%		
Deplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y	
	Alaska	4,660	4,923	5,089	3,889	6,343	6,887	6,631	0	0	0	0	0	38,422	-21%	
	Allegiant	2,802	2,867	3,939	3,473	3,282	5,229	5,519	0	0	0	0	0	27,111	20%	
	American	2,191	1,448	2,013	3,021	3,666	6,482	6,834	0	0	0	0	0	25,655	-10%	
	Delta	7,312	8,349	10,497	10,166	11,404	10,416	13,944	0	0	0	0	0	72,088	27%	
	Frontier	0	0	0	0	0	595	1,193	0	0	0	0	0	1,788	-46%	
	United	6,771	6,472	8,205	7,991	8,138	13,627	12,898	0	0	0	0	0	64,102	43%	
	Charters	0	24	0	0	0	6	85	0	0	0	0	0	115	3%	
	Total	2022	23,736	24,083	29,743	28,540	32,833	43,242	47,104	0	0	0	0	0	229,281	12%
		2021	12,560	13,373	21,029	22,895	31,902	47,154	56,142	47,400	38,773	30,734	27,325	30,949	380,236	
Total Pax	2022	48,751	48,582	60,269	56,678	64,223	83,695	95,485	0	0	0	0	0	457,683	12%	
	2021	26,716	26,856	42,671	45,355	62,868	91,612	112,708	98,785	78,963	63,064	55,037	61,419	766,054		
	T12M		788,089												Legend:	

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

State of Montana Airline Enplanements

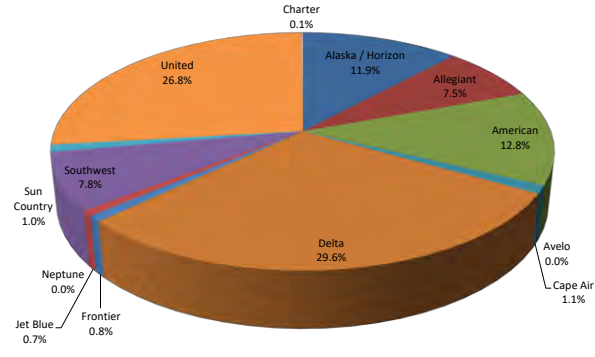
July 2022

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	4,439	3,104	5,004		1,222	13,706						8,820		36,295	8,735
Bozeman	13,056	7,190	14,936			35,195		2,207		23,459	1,618	30,583	127	128,371	10,137
Butte						1,179						271		1,450	
Glasgow					347									347	
Glendive					526									526	
Great Falls	2,122	1,246				3,607						5,216		12,191	
Havre					283									283	
Helena	1,904					3,578						1,407		6,889	5,126
Kalispell	7,759	5,377	11,444			16,610	1,186				1,311	20,839		64,526	5,376
Missoula	6,697	5,724	7,094			14,162	1,267					13,352	85	48,381	5,064
Sidney						515								515	
Wolf Point						299								299	
Yellowstone						1,427						245		1,672	
Total	35,977	22,641	38,478	-	3,192	89,464	2,453	2,207	-	23,459	2,929	80,733	212	301,745	34,438
Market Share %	11.9%	7.5%	12.8%	0.0%	1.1%	29.6%	0.8%	0.7%	0.0%	7.8%	1.0%	26.8%	0.1%		

Year-to-Date

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	26,808	21,374	23,215	-	8,420	69,376	-	-	7	-	116	58,285	-	207,601	51,734
Bozeman *	64,799	31,101	62,793	-	-	184,057	-	13,444	-	124,748	5,188	175,888	1,499	663,517	64,462
Butte	-	-	-	-	-	7,386	-	-	-	-	-	3,635	-	11,021	-
Glasgow	-	-	-	-	1,478	-	-	-	-	-	-	-	-	1,478	-
Glendive	-	-	-	-	2,558	-	-	-	-	-	-	-	-	2,558	-
Great Falls	13,750	12,806	-	-	-	20,085	-	-	-	-	-	31,160	5	77,806	2,499
Havre	-	-	-	-	1,606	-	-	-	-	-	-	-	-	1,606	-
Helena	11,779	-	-	-	-	23,323	-	-	-	-	-	13,173	-	48,275	26,455
Kalispell	36,397	18,862	23,747	-	-	77,743	1,889	-	-	-	2,019	80,720	69	241,446	22,618
Missoula	38,051	26,834	26,360	-	-	72,771	1,729	-	-	-	-	62,542	115	228,402	25,677
Sidney	-	-	-	-	3,708	-	-	-	-	-	-	-	-	3,708	-
Wolf Point	-	-	-	-	1,606	-	-	-	-	-	-	-	-	1,606	-
Yellowstone	-	-	-	-	-	3,417	-	-	-	-	-	476	-	3,893	-
Total	191,584	110,977	136,115	-	19,376	458,158	3,618	13,444	7	124,748	7,323	425,879	1,688	1,492,917	193,445
Market Share %	12.8%	7.4%	9.1%	0.0%	1.3%	30.7%	0.2%	0.9%	0.0%	8.4%	0.5%	28.5%	0.1%		

**Market Share
Current Month**



**Market Share
Year-to-Date**

