

Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, December 20, 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 November 29, 2022. **Pg 3**
- Approval of Claims for Payment – Teri Norcross **Pg 8**
- Director's Report – Brian Ellestad **Pg 10**
- Legal Report – Lynn Fagan
- Committee Updates –

Business Development Committee: No Activity
Contract and Lease Committee: No Activity
Executive Committee: Met December 20, 2022
Facility and Operations Committee: No Activity
Finance Committee: No Activity
General Aviation Committee: No Activity
Legislative Committee: No Activity
Marketing Committee: No Activity

Unfinished Business

- Training Memo of Understanding with Missoula County Sheriff's Office – Justin Shaffer [Pg 12](#)
- South Concourse Deductive Change Order – Tim Damrow [Pg 28](#)

New Business

- Morrison-Maierle Task Order No. 47 – Pavement Maintenance Design – Brian Ellestad [Pg 41](#)

Information/Discussion Item(s)

January Board Meeting – Tuesday, January 31, 2022, 1:30 p.m.

MISSOULA COUNTY AIRPORT AUTHORITY
Regular Board Meeting
November 29, 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 via conference call
Commissioner Deb Poteet
Commissioner Shane Stack via conference call
Commissioner Matthew Doucette
Alternate Commissioner Pat Boyle
Honorary Commissioner Jack Meyer via conference call

STAFF: Director Brian Ellestad
Deputy Director Tim Damrow
Finance Manager Teri Norcross via conference call
Administrative Manager Lynn Fagan
Airfield Manager Nate Cole
Compliance Officer Jesse Johnson
IT Specialist Dylan O'Leary
Accounting Clerk Brianna Brewer

OTHERS: Gary Matson, Runway 25 Hangars
Shaun Shea, Morrison-Maierle
Steve Conway, Martel Construction
Will Parnell, Anderson Zurmuehlen
Jan Schweitzer, Anderson Zurmuehlen
Martin Kidston, Missoula Current via conference call

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

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

Chair Adriane Beck noted that an Alternate Commissioner would not need to be seated as all the Board members were present.

AGENDA

Motion: Commissioner Deb Poteet moved to approve the agenda as presented.

Second: Secretary/Treasurer Winton Kemmis

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 October 25, 2022. There were none.

Motion: Commissioner Jeff Roth moved to approve the minutes of Regular Board Meeting dated October 25, 2022.

Second: Vice Chair Larry Anderson

Vote: Motion Passed Unanimously

CLAIMS FOR PAYMENT

Finance Director Teri Norcross explained that the first page of the claims contained a list of the credit card expenses and the September project invoices. Teri stated that the largest check in the claims was a \$91,000 check to Cooper-Crouse Hinds for an item that is on the agenda today.

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

Motion: Secretary/Treasurer Winton Kemmis moved to approve the Claims for Payment.

Second: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

FINANCIAL REPORT

Finance Manager Teri Norcross noted that the financials are looking good. Teri told the Board that staff will be drawing on the debt in the next few days to pay some of the project expenses. Teri turned the Board's attention to the Profit and Loss statements on the financials and noted that they are looking good and that the interest income is up, although the rates are still fairly low.

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

Motion: Vice Chair Larry Anderson moved to accept the Financial Report as presented.

Second: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

DIRECTOR'S REPORT

Airport Director Brian Ellestad reported that September and October were record months for MSO and that the load factors were 92% on average. Brian brought up a New York Times article that stated that Missoula lost 20% of its flights and explained that the statistic was misleading because our market has been able to sustain mainline service; therefore, even though we have less flights, we have more seats.

Brian congratulated Compliance Officer Jesse Johnson for a clean TSA audit and congratulated Public Safety Officer Dyhlan Jodsaas and Ground Handling Manager Andrew Bailey for attaining their Certified Member status with the American Association of Airport Executives.

Deputy Director Tim Damrow gave a brief update on construction progress. Project closeout for the south concourse is nearing completion. Staff is waiting for the last few invoices to come in. Tim explained that he expects to have some money coming back in for the next phase of the project from unspent contingencies. Deconstruction continues but is a few days behind due to weather. The first organizational meeting for the Master Plan project was held and it was agreed that the starting point would be the runway configuration. As discussed previously, all the meetings would be noticed so that Board members may attend if interested.

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

LEGAL REPORT

Administrative Manager Lynn Fagan reported that the matter that was tabled at the October meeting regarding removal of items from the former Pruyn property was not on the agenda today because the asbestos testing bid came in at \$3,600.00. The testing was being done and staff would bring a full package to the Board when completed.

Lynn also noted that staff had met with Jeremy Keene, Ryan Sudberry and Logan McInnis from the City of Missoula regarding the City's obligation to install a well for the Airport to replace the Hellgate Irrigation shares. Jeremy also brought up several issues that the City would like to discuss with Airport staff, including Grant Creek realignment, a right of way for George Elmer Drive and the Hiawatha trail project. Staff will be meeting with the Mayor and other City staff in the coming months.

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

COMMITTEE UPDATES

Executive Committee: Met November 29, 2022, to review the Board agenda.

Finance Committee: No Activity

Business Development: No Activity

Contract & Lease Committee: No Activity

Facility & Operations Committee: No Activity

Marketing Committee: No Activity

General Aviation Committee: No Activity

Legislative Committee: No Activity

UNFINISHED BUSINESS

None.

NEW BUSINESS

System Upgrade for Airfield Lighting

Airfield Manager Nate Cole explained that staff would like to upgrade all five computers for the airfield lighting and control system as they are running on obsolete operating systems that can no longer be upgraded. Nate noted that this item was budgeted.

Chair Adriane Beck asked if Board members had any questions. Secretary/Treasurer Winton Kemmis asked Nate how long it would take to do the upgrade and Nate responded that it would take two days depending on weather.

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

Motion: Secretary/Treasurer Winton Kemmis moved to approve the upgrade of the lighting control computers.

Second: Vice Chair Larry Anderson

Vote: Motion Passed Unanimously

Fiscal Year 2022 Audit

Finance Manager Teri Norcross expressed her appreciation to Anderson Zurmuehlen's staff for all their help with the audit and stated that each year there are new rules that make the audit more complex. Anderson Zurmuehlen has been doing the Airport audit since 2012 and we have had a good relationship for all those years. This year was a little rocky because of a new lease reporting rule but the audit team worked hard to get that information together and reported accurately.

Will Parnell from Anderson Zurmuehlen then reviewed the financial statement highlights. They have issued an unmodified audit opinion. For fiscal year 2022, current and restricted assets decreased by \$823,000; net capital assets increased by \$20.9 million; other assets decreased by \$1.2 million; total net assets increased by \$14.9 million and current liabilities decreased by \$1.3 million.

Jan Schweitzer from Anderson Zurmuehlen reviewed the Governance Communications, including the auditor responsibility, the new standard in GASB 87, significant estimates, an uncorrected misstatement which was immaterial to the overall financial statement, adjustments, no disagreements with management, no difficulties in performing the audit, finding related to the financial statement audit and no findings related the major program – Airport Improvement Program.

Chair Adriane Beck thanked Will and Jan for their comprehensive presentation and 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 annual audit report and the Management Representation letter for fiscal years 2022 and 2021.

Second: Vice Chair Larry Anderson

Vote: Motion Passed Unanimously

Assignment of Washington Corp Lease to Washington Companies LLC

Administrative Manager Lynn Fagan explained that Washington Corporation had been planning a corporate restructuring to take place at the beginning of 2023, but she had received an email from their staff noting that they have delayed implementation of this. Lynn noted that Washington Corp. may bring this back to the Board sometime in 2023.

Motion: Secretary/Treasurer Winton Kemmis moved to table this item.

Second: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

Election of Board Officers

Chair Adriane Beck noted that per Article III, Section of the MCAA Bylaws, as Chair she proposed a slate of officers as follows: current Vice Chair Larry Anderson as Chair; current Secretary/Treasurer Winton Kemmis as Vice Chair and Commissioner Deb Poteet as Secretary/Treasurer. Adriane then noted that she would also take nominations from the floor.

Chair Adriane Beck called for nominations from the floor three times. Hearing no nominations, a vote was proposed to accept the slate of officers as nominated. The vote was unanimous. The elections become effective on January 1, 2023.

Discussion Items

Chair Adriane Beck noted that the December meeting is scheduled for December 27, 2022. Because of its proximity to the Christmas holiday, Adriane proposed moving the meeting a week earlier, to December 20, 2022. Adriane asked if anyone objected to that move. Board members responded as to their availability. A quorum was available to attend on December 20, 2022, so Adriane noted the change would be made. Adriane then reminded the Board that the Christmas party would take place on December 13, 2022.

Chair Adriane Beck asked if there were any other items for the Board's consideration. Commissioner Matthew Doucette thanked Adriane for a wonderful year of service as Chair. Matthew's sentiment was echoed by the rest of the Board members.

There being no further business, the meeting was adjourned.

Missoula County Airport Authority
Claims For Payment
October 25, 2022 through November 28, 2022

Note

Per Airport policy, checks for prepaid invoices were mailed on December 14, 2022.
They are highlighted in the Check Register list for the General Checking Account

Credit Card Charges - by Expense Type (paid with check #48609)

AvSec Fingerprinting Account	1,000.00
CIP - Terminal Phase 1: Terminal Phase 1 misc expense	1,431.65
Legal Services	214.00
Phone Charges	120.93
Communications R&M	686.39
Office Supplies	4,961.44
Job Postings	150.00
Postage	62.25
Computer Equipment Expense	6,764.89
Vehicle R&M	2,127.29
Tools/Equipment	136.83
Contracted Maintenance	671.27
Plumbing Expense	19.43
Building General R&M	781.87
Rent Car R&M	5,902.55
Snow & Ice Removal	299.78
Custodial Supplies	11.48
Uniform Expense	233.06
Travel Expense - Huntsville Roundtable	1,468.47
Memberships - AAAE, Washington Post & CM training for Dyhlan & Andrew	2,895.64
Safety Supplies/Equipment	259.25
Meals & PR	1,174.36
Marketing	1,500.00
Display Expenses	95.00
Miscellaneous Expense - Credit for Good Americano fraud charge on Justins card	(3.75)
	<u>\$ 32,964.08</u>

Project Checking Account

Check Number	Vendor Name	Amount
144	MARTEL	\$ 1,118,129.68
145	MORRISON MAIERLE	\$ 75,223.94
1175	MISC TAX DIVISION	\$ 11,294.24
1176	GARDEN CITY PLUMBING	\$ 746.01

\$ 1,205,393.87

Missoula County Airport Authority
Check Register
General Checking Account
October 25, 2022 through November 28, 2022

Check	Vendor Name	Description	Amount
48591	NEW DEAL DEICING	Snow & Ice Removal	28,462.42
48592	The Silk Road	Meals & PR - food for Board Christmas party	508.50
48593	AZ & CO, PC	Accounting Expense	500.00
48594	CENTURYLINK	Phone Charges	699.71
48595	City of Missoula	Utility expense (combined water & sewer)	6,154.68
48596	ENERGY WEST	Electric/Gas Expense	5,588.60
48597	MSLA ELECTRIC COOP	Electric/Gas Expense	877.10
48598	MT DEPT OF ADMIN	Accounting Expense	2,500.00
48599	MURDOCHS	Vehicle R&M, Petroleum Products Expense, Landside Maintenance, Building General R&M	0.00
48600	MURDOCHS	Vehicle R&M, Petroleum Products Expense, Landside Maintenance, Building General R&M	150.83
48602	NORTHWESTERN ENERGY	Electric/Gas Expense	33,270.56
48603	QUADIENT	Postage	364.36
48604	REPUBLIC SERVICES	Disposal Expense	3,325.78
48605	RISING FAST v	Custodial Expense	35,450.00
48606	SONNYS ORIGINAL VENDOR	Meals & PR - Food for YWCA Donation Drive	1,138.50
48607	VERIZON	Phone Charges	1,408.01
48608	BLACKFOOT COMMUNICATIONS	Phone Charges	1,639.47
48609	FIRST NATIONAL BANK	Credit Card Charges	32,962.68
48610	Burns Minda	Miscellaneous Income - Reduction in sale price following inspection	500.00
48611	AAAE	Memberships - U.S Contract Tower Association - 1.1.22 - 12.31.22	2,700.00
48612	ABATEMENT CONTRACTORS OF MONTANA	Consultants Expense - Asbestos inspection for demolition - 2 properties	3,650.00
48613	ASCENT AVIATION	Snow & Ice Removal	29,928.50
48614	BIG BEAR SIGN CO	Rent Car R&M, Lanside Maintenance	4,401.00
48615	BITTERROOT FLOWERS	Meals & PR	125.00
48616	BROSIOUS CARPET & FLOORS	USFS Hangar R&M	9,772.00
48617	CARQUEST	N/A	0.00
48618	CULLIGAN	Office Supplies - water monthly charges	119.50
48619	CURTIS	Uniform Expense	1,511.22
48620	CUSTOM STITCH AND PRINT	Uniform Expense	447.25
48621	CUSTOM WEST PEST CONTROL	Contracted Maintenance - insect management	195.00
48622	DSG (DAKOTA SUPPLY GROUP)	Plumbing Expense	164.37
48623	DTN, LLC	Contracted Maintenance - Weather billing 1.1.23 - 12.31.23	14,532.00
48624	FASTENAL	Jet Bridge R&M	50.31
48625	FIRST CALL	Contracted Maintenance - monthly billing	1,471.50
48626	GRAINGER	Jet Bridge R&M, Tools/Equipment	148.43
48627	GRIZZLY DISPOSAL	Disposal Expense	280.00
48628	HILLYARD INC	Custodial Expense, Contracted maintenance - parts for maintenance on custodial supplies	3,397.14
48629	HOTSY	Rent Car R&M	429.73
48630	INFAX, INC.	Contracted Maintenance - monthly billing	375.00
48631	INLAND TRUCK PARTS	Vehicle R&M	1,117.10
48632	IRONHORSE	Vehicle R&M	156.00
48633	JBT AERO	Jet Bridge R&M	1,187.13
48634	KONE	USFS Hangar R&M, Contracted maintenance - Elevator Maintenance 12/1/22	1,246.81
48635	LES SCHWAB TIRE	Vehicle R&M	7,267.38
48636	LOWE'S	Office Supplies	142.21
48637	MIDLAND IMPLEMENT	Vehicle R&M	48.16
48638	MSLA TEXTILE, INC	Uniform Expense & Contracted Maintenance - shop towels, mops, rugs.	499.80
48639	MT ACE	Vehicle R&M	1.90
48640	MOUNTAIN SUPPLY	Rent Car R&M	49.15
48641	MT DEPT OF LABOR	Building General R&M	2,888.00
48642	NAPA	Vehicle R&M	1,032.68
48643	NEUMAN, DAN	Meals & PR	27.70
48644	NORCO INDUSTRIAL	Vehicle R&M	286.73
48645	NORTHWEST PART	Vehicle R&M	122.08
48646	OFFICE CITY	Office Supplies	111.91
48647	POWERDMS, INC.	Memberships	1,500.00
48648	QUOTIENT GROUP	Marketing - 3 months social media newsletter & support	4,250.00
48649	RDO EQUIPMENT CO.	Vehicle R&M	29.95
48650	S. CONLEY SUPPORT, LLC	Mechanical/Supplies	1,237.42
48651	SAPPHIRE RESOURCE CONNECTIONS	EAP Fees	711.00
48652	SCHINDLER ELEVATOR CORP	Contracted maintenance	693.56
48653	SHERWIN WILLIAMS	Building General R&M	304.05
48654	SPECTRUM WINDOW CLEANING	Custodial Services	12,120.00
48655	STANDARD SIGNS, INC.	Airfield Lighting R&M	302.88
48656	TFS-KELLEY IMAGING SYSTEMS	Contracted Maintenance	300.82
48657	TIRE RAMA	Vehicle R&M	606.00
48658	TREMPER DISTRIBUTING	Petroleum Products Expense	22,739.29
48659	WE DUST	Snow & Ice Removal	7,944.99
48660	WESTERN STATES EQUIP	Petroleum Products Expense, Vehicle R&M	1,936.62
48661	ZENT, ANTHONY	Uniform Expense	244.99
48662	Floridis, John	Meals & PR	400.00
48663	KIRK EASTER	Meals & PR	1,100.00
48664	Mike Eldred	Meals & PR	800.00
48665	TOM CATMULL	Meals & PR	800.00
48666	CARQUEST	Vehicle R&M	70.98

\$ 303,476.44



**Director's Report
December 15, 2022**

Director's Statement: November came in stronger than we had anticipated, and we now have three months in a row that have exceeded our 2019 record passenger numbers. 1% increase over our record in 2019 and over 10% more passengers than last year. Hopefully December follows suit! While we won't break 2019 on a full year basis, we have greatly improved year over year and 2023 should be a record-breaking year. Once again, we exceeded 90% load factors for all our airline partners and continue to exceed national trends.

2022 Air Service Update: The airlines are still finalizing their upcoming summer schedule. Alaska looks like they recently updated their summer schedule. We will see 3 daily round trips to Seattle, and they have improved Portland afternoon timing. We will have 4 total daily round trips between the two markets. They also have San Diego service on Saturdays-which performed very well last summer. United and American continue to fuel most of our summer growth next year. Looking forward to second quarter 2023 we are trending about 18% higher available seats than this past 2022.

Federal Affairs: Yesterday, House and Senate Appropriations Committee leaders announced that they have come to an agreement on a bipartisan framework for an FY23 omnibus spending package to fund the federal government through the fiscal year that ends on September 30, 2023. Leaders hope to pass the legislation by Christmas.

With a framework now in place, appropriators can now begin to finalize spending amounts for the various departments and agencies. This process will take several days, and with current funding for the federal government set to expire on December 16, Congress is set to pass another continuing resolution (CR) to buy more time to assemble the final spending package. As a result, the House is set to pass a week-long CR today that will extend federal funding until December 23. We expect that the Senate will follow suit before the week is over to avoid a government shutdown.

Next week, Congress will be on a time crunch to release the final FY23 spending package and pass it through both chambers before the expected December 23 deadline. While most lawmakers will be wanting to pass the spending package and recess before the holidays, there will need to be unanimous consent in the Senate to expedite its passage. With some conservative senators already opposed to the spending package given its expected, massive price tag, this is no sure thing. Senate Minority Leader Mitch McConnell (R-KY) has also threatened that if the omnibus bill is not finished by December 22, he

will only accept a yearlong CR, complicating matters further. This is important given that at least 10 Republican senators will be needed to overcome a filibuster to pass the omnibus in the Senate. While some retiring GOP members and members of the Appropriations Committee to ultimately support the legislation, it is still unclear if the bill will garner the necessary support from Republicans to move forward.

Construction: Phase 2, nothing new to report as Elder continues to dig out the old basement and recycle the concrete for base material for the next phase.

Master Plan: We had our first meeting with tenants this past Monday. The focus was on runway alignment, and I think it was a very good first meeting. No decisions were made but a lot of great feedback was given by all. We have another meeting scheduled for this coming Monday to get feedback for all the ideas that were discussed.

Board Agenda: Fairly light meeting, with moving it up a week Teri will just have claim for payments rather than her normal full monthly financials. We have a MOU for consideration with the Missoula Sheriff's office, design task order for some airfield payment maintenance and balancing task orders as we close out Phase 1 of the terminal.

Miscellaneous Items: I would like to thank Adriane for connecting us with Confederated Salish and Kootenai Tribes as we are looking to partner with them for an educational piece in our temporary and future baggage claim. We had a great first meeting and have a follow up meeting scheduled for mid-January.

Every year our employees work with YWCA and Watson Children's Shelter to support families in need over the holidays. This year our employee's donated over \$2000 that will help those in need. We have very kindhearted employees; they always go above and beyond.

I would like to thank Teri for setting up our holiday entertainment once again this year, if you are able to come out to the airport the schedule will be:

Saturday, Dec 17th – Tom Catmull 12-2pm
Monday, Dec 19th – John Floridis 12-2pm
Tuesday, Dec 20th -Garden City Strings 12-2pm
Wednesday, Dec 21st - Mike Eldred 12-2pm
Friday, Dec 23rd – Tom Catmull 12-2pm

The Grinch will be here
Dec 22nd 9: 30 to midnight
Dec 23rd noon to 3 and 9:30 to midnight
Dec 24th noon to 3

The music will be located on the 2nd floor beside the Christmas tree except the Strings that will set up on the 1st floor under the down escalator and next to the Visitor Information Center.

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: December 20, 2022

1. **TITLE:** Training Memo of Understanding with Missoula County Sheriff's Office

Review, discussion and possible approval of Training Memo of Understanding with Missoula County Sheriff's Office
ACTION ITEM
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** In March 2021, the Board approved a Lease Agreement with the Missoula County Sheriff's Office for land to be used as a shooting range. The Lease effective date was July 1, 2022 and included a provision allowing the Sheriff's office to provide in-kind training services in lieu of rent payments. The fair market value rent was determined to be \$4,500 per year. The Sheriff has proposed a list of 19 trainings our Public Safety officers can attend throughout the year, as well as the ability to attend twice monthly firearm trainings. The County has requested that we execute a Memo of Understanding which clarifies that our officers will be covered by MCAA workers' compensation while at the Sheriff's trainings and that MCAA will indemnify the County for acts of our officers while they are at the trainings. Included with the draft MOU is a copy of the training exhibit to the Lease, which will be entered into annually. Staff proposes that this exhibit be signed by the Chief each year.
5. **BUDGET INFORMATION:** No budgetary impact
6. **SUPPLEMENTAL AGENDA INFORMATION:** Copy of Training Memo of Understanding with Missoula County Sheriff's Office; Training Exhibit and Shooting Range Lease
7. **RECOMMENDED MOTION:** Move to approve the Training Memo of Understanding with Missoula County Sheriff's Office and authorize the Chief of Public Safety to execute an annual Training Exhibit to the Lease Agreement with the County on behalf of the Sheriff's office.
8. **PREPARED BY:** Justin Shaffer
9. **COMMITTEE REVIEW:** None

MEMO OF AGREEMENT

This Memo of Agreement ("Agreement") is entered into this 20th day of December, 2022, by and between the Missoula County Airport Authority ("MCAA") and Missoula County, on behalf of the Missoula County Sheriff ("Sheriff's Office").

Recitals

1. Missoula County Airport Authority is a municipal airport authority and owns and operates the Missoula Montana Airport ("the Airport");
2. The Sheriff's Office is responsible for the enforcement of state and county laws within Missoula County;
3. MCAA and the Sheriff's Office have entered into a Lease Agreement which provides, in part, that the Sheriff's Office may provide in-kind training services in lieu of rent payments;
4. The parties desire to enter into an agreement regarding their duties and responsibilities while MCAA employees are attending Sheriff Office trainings;

NOW THEREFORE, the parties mutually agree as follows:

1. The parties agree that MCAA and the Sheriff's Office are independent government entities and employees of one entity are not to be considered an employee of the other for any purpose. MCAA agrees that its employees shall be covered by its workers' compensation insurance while attending any training offered by the Sheriff's Office.
2. MCAA shall indemnify and hold harmless the Sheriff's Office, and its officers, directors, employees, and agents from all liabilities, damages, injuries, deaths, losses, claims, suits, judgments, costs and expenses, including reasonable attorneys' fees, directly or indirectly incurred by the other party, from claims by third parties as a result of or arising out of or in connection with MCAA's employees' intentional and negligent acts while attending trainings offered by the Sheriff's Office.
3. This Agreement is effective on the date first written above. The Agreement may be terminated by mutual consent or by written notice of intent to terminate by either party. The Parties agree that notice to terminate shall be given at least thirty (30) days prior to termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Signatures on following page.

MISSOULA COUNTY AIRPORT AUTHORITY

Brian Ellestad, Airport Director

BOARD OF COUNTY COMMISSIONERS

David Strohmaier

Josh Slotnick

Juanita Vero

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 30th day of March, 2021, by and between MISSOULA COUNTY AIRPORT AUTHORITY ("Lessor" or "MCAA"), and MISSOULA COUNTY, on behalf of the Missoula County Sheriff ("Lessee").

RECITALS

- A. The Missoula County Airport Authority owns and operates the Missoula International Airport in Missoula County, Montana ("the Airport");
- B. On February 1, 1993, MCAA entered into a Lease with Missoula County for land to be used as a Law Enforcement Training Facility ("the 1993 Lease");
- C. The 1993 Lease will terminate on December 31, 2022;
- D. MCAA and Missoula County desire to enter into a new Lease Agreement;
- E. Missoula County is in compliance with the Primary Guiding Documents and is not in default of any provision of the Lease;
- F. The proposed leased property is in a location which is difficult to access and limits its ability to use for other purposes and MCAA currently has no need for the land for aviation or development purposes;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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. ("Leased Property").
- 2. Leased Property. The property leased shall consist of Tract S located in Section 34, Township 14 North, Range 20 West, Principal Meridian, Montana, Missoula County, Montana as more particularly described on the attached Exhibit A.
- 3. Condition, Examination and Acceptance of Leased Property. Lessee acknowledges that it has inspected the Leased Property, is satisfied with its condition, and accepts it in its present condition. Lessee acknowledges that its decision to enter into this Lease was based upon the Lessee's own inspection of the Leased Property and the Lessee's own judgment of its suitability and desirability for the Lessee's purposes, and that Lessee has not been governed or influenced by any representation of the Lessor as to the condition, suitability, character or earning capacity of the Leased Property.
- 4. Term. The term of this Lease shall commence on July 1, 2022 and continue for 10 years, terminating at 11:59 p.m. on June 30, 2032, unless terminated sooner pursuant to the provisions of this Lease. The Parties agree that this Lease will automatically renew for an additional 10-year term beginning July 1, 2032, unless one party notifies the other in writing by March 31, 2032, that it does not intend to renew.
- 5. Holding Over. In the event Lessee shall hold possession of the Leased Property after expiration or termination of this Lease, 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 Lease. The intent of this provision is not to extend the term of this Lease after termination or expiration, but rather to ensure that any occupancy

or use of the Leased Property by Lessee after expiration or termination of this Lease is in strict compliance with the conditions, restrictions, limitations and covenants of this Lease governing Lessee's use of the Leased Property.

6. Rents and Fees. Effective July 1, 2022, Lessee agrees to pay to the MCAA a ground rent of \$4,500.00 per year ("Rent").

- a. In-Kind Services. As a mutual aid agency, the Missoula County Sheriff's office has access to training opportunities which would benefit MCAA employees. Therefore, MCAA will accept in-kind training services in lieu of rent payments. Prior to July 1 each year of the Lease, Lessee and MCAA shall sign off on an exhibit of trainings to be provided and the total estimated value of MCAA staff attendance. The total value agreed to in the annual exhibit shall be deducted from the annual rent due.
- b. Rent Adjustments. The amount of the Rent shall be adjusted (either upward or downward) in 2024 and every year thereafter, effective July 1st, by a percentage equal to the percentage change in the Consumer Price Index (U.S. Department of Labor, Consumer Price Index, All Urban Consumers, All Items, U.S. City Average, Not Seasonally Adjusted, 1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (referred to in this Lease as the "Index") between April 2022 and April in the year of the adjustment. If the Index ceases to be published by the United States Department of Labor, Bureau of Labor Statistics, or a significant change is made in the manner in which the Index is calculated, then the parties agree to substitute the most nearly equivalent cost of living index which is published by the United States Department of Labor, its successor, or a similar agency.
- c. Time and Place of Payment. The Rent shall be paid in a sum equal to one-twelfth (1/12th) of the annual amount on the first day of each and every calendar month, once Rent commences. All payments made under this Lease will be sent to MCAA at the address set forth in this Lease, or to whatever other person and/or address MCAA designates in writing.
- d. 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. Lessee will be in default under this Lease until the late charges are paid in full.

7. Use of Leased Property. Lessee's use of the Leased Property pursuant to this Lease is strictly limited to the following:

Training facility for Missoula County Sheriff's Department consisting of a firing range for firearms training and practice using live ammunition, in addition to other training activities. It is understood and agreed that the Missoula County Sheriff's Department will make the property reasonably available for training to other local law enforcement agencies under such restrictions and conditions as the Department may impose.

No other uses or operations are permitted under this Lease 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.
8. Applicable Laws. The Lease 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.
9. 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 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 Lease.

- 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 Lease that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Lease 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.
10. Obstructions and Airport Hazards Prohibited. Lessee expressly agrees to restrict the height of structures, objects, natural growth and vegetation, and any other obstructions on the Leased Property to such a height as to comply with FAA rules and regulations. Lessee expressly agrees to prevent any use of the Leased Property that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.
11. Existing Easements. Lessee accepts the Leased Property subject to any and all existing easements, liens, or other encumbrances.
12. Lease Subordinate to Rights of the U.S. Government. This Lease is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America relative to the development, operation, or maintenance of the Airport. This Lease is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.
13. Liens and Encumbrances. Lessee agrees to keep the Leased Property free of construction liens or other similar liens and encumbrances. Lessee agrees to indemnify and hold MCAA harmless from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any work done, labor performed or materials furnished to or at the Leased Property, including attorney fees, expenses and costs. This paragraph does not prohibit Lessee from granting consensual mortgages and/or liens on its leasehold interest and any structures or building placed on the Leased Property, provided Lessee obtains MCAA's prior written approval for such liens as required by MCAA's Primary Guiding Documents.
14. Maintenance of Leased Property. Lessee is responsible for all maintenance, cleaning, and repair of the Leased Property, including the specific items set forth in this section and any requirements set forth in MCAA's Primary Guiding Documents. If the Leased Property is not properly maintained as required, MCAA may cause such repair, maintenance and/or

cleaning to be done after giving written notice to the Lessee. Lessee must pay the cost of such work within ten (10) days after being billed by MCAA.

- a. Lessee agrees to keep the Leased Property and all improvements in a neat, clean, and orderly condition including, but not limited to, the prevention of the accumulation of any trash, debris, litter, refuse or waste materials.
- b. The long-term storage of materials/supplies, equipment (motorized equipment excepted), aircraft parts and packing materials and all other support items is prohibited without MCAA's prior written approval. Any outdoor storage of any materials must comply with all applicable environmental requirements including but not limited to storm water pollution regulations.
- c. MCAA's representative shall have the right, 24 hours after written notice, to inspect the Leased Property to determine if Lessee is complying with the provisions of this Lease. Lessee's representative may accompany MCAA's representative on all inspections.

15. 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.

16. 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. Notwithstanding anything to the contrary contained in this Lease, the parties agree that Lessee is responsible for compliance with the Americans With Disabilities Act of 1990 (the "ADA") for any and all activities on the Leased Property, including compliance with the provisions of Title III of the ADA for any construction, renovations, alterations, and repairs made by Lessee within or on the Leased Property during the term of this Lease.
- b. Lessee agrees for the term of this Lease, 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 Lease. 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 Lease 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.

17. Obligations of MCAA.

- a. MCAA covenants and agrees that upon execution of this Lease, the Missoula County Airport Authority is the owner of the Leased Property and has good title thereto, free and clear of all liens and encumbrances having priority over this Lease but subject to the normal and customary restrictions and limitations associated with a public airport and/or the limitations and restrictions set forth in this Lease.
- b. MCAA warrants to Lessee peaceful possession and quiet enjoyment of the Leased Property during the term of this Lease conditioned upon timely and complete performance of Lessee's obligations under this Lease and subject to the limitations and restrictions set forth in this Lease.
- c. MCAA covenants and agrees that during the term of this Lease it will operate and maintain Missoula International Airport and its public airport facilities as a public airport consistent with and pursuant to the assurances given by MCAA to the United States Government under the Federal Airport Act. MCAA shall maintain 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 Lease, subject to changes, alterations and interruptions in such access as may be necessary during construction, emergencies or special events.

18. Default by Lessee. In the event of a default by Lessee in the performance of any covenant, term, condition, or obligation or violation of any term of this Lease 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.

19. MCAA's Rights Upon Default. If the MCAA notifies the Lessee in writing that it is in default under this Lease, 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 Lease 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 Lease 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 Lease. The abandonment of the Leased Property by the Lessee will not affect the Lessee's obligations under this Lease.
- b. Notify the Lessee in writing that the Lease is terminated, and demand that the Lessee immediately relinquish possession of the Leased Property. The MCAA may take this action either as an alternative to or subsequent to exercising the remedies set forth in sub-section (a) of this paragraph. If the Lessee does not

relinquish possession of the Leased Property, the MCAA may enter and take possession of the Leased Property, may remove the property and personnel of the Lessee from the Leased Property at the expense of the Lessee, and may store the Lessee's personal property in any reasonable manner and place selected by the MCAA, without liability for any physical damage or financial loss that may be caused to the Lessee by such removal. The Lessee agrees to reimburse the MCAA for all expenses of and all damage caused by the repossession of the Leased Property and the removal and storage of the Lessee's property.

- c. Hold, renovate, or dispose of the Leased Property or any part of the Leased Property on any terms selected by the MCAA, free and clear of any rights of the Lessee.
- d. Relet the Leased Property in any commercially reasonable manner, and apply the proceeds, after deducting all costs and expenses incurred in connection with retaking possession of, remodeling, and reletting the Leased Property, in payment of the Lessee's obligations under this Lease, with the Lessee remaining responsible for any deficiency.
- e. If Lessee's default consists of failure to obtain, maintain or pay for any of the insurance policies which this Lease requires it to maintain, or failure to pay any tax, assessment, or other charge which this Lease requires it to pay, or failure to keep the Leased Property free from liens, levies and encumbrances, or failure to indemnify the MCAA against any claim, action, damage, loss, injury, demand, liability, cost or expense, the MCAA will have the right, but not be obligated, to take that action itself, and to bill the Lessee for the costs of taking that action. If the Lessee fails to pay such costs with the next payment due under this Lease, the Lessee agrees to pay the late charge and interest on those costs at the rates provided for in paragraphs 6(j) and 6(k), respectively, of this Lease.
- f. Pursue any and all other rights or remedies available to the MCAA at law or in equity.

20. 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.

21. 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 use of the Leased Property.

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

- a. Commercial general liability insurance with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around the Leased Property, in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) combined single limit of bodily injury and property damage.
 - b. Commercial property and casualty insurance with a reputable company insuring any personal property, improvements and fixtures on the Leased Property against all risks in an amount not less than the replacement value of such items.
 - c. Any other insurance that is customarily required for the type of activity conducted by Lessee and that MCAA may request in writing that Lessee obtain.
23. 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 and shall name MCAA as an additional insured. Lessee shall deliver to MCAA, upon execution of this Lease and annually thereafter, 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 Lease, nor as full performance of Lessee's part of the indemnification provisions of this Lease. Regardless of the existence of insurance, Lessee's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Lessee, its officers, agents or employees in its operations at the Airport.
24. Termination by MCAA. In addition to termination resulting from Lessee's default, MCAA may terminate this Lease with written notice to Lessee for the following reasons:
 - a. In the event that any court or governmental agency having jurisdiction over MCAA shall mandate the termination of this Lease or mandate changes in the use of the Leased Property which prevent the Leased Property from being used in the manner contemplated by this Lease.
 - b. If MCAA should require the Leased Property in connection with the future expansion and/or operation of the Airport.
 - c. If the MCAA alters its proposed plan of development of the Airport in a manner that would preclude Lessee from operating under the terms of this Lease.
 - d. If any other governmental agency assumes control of the Airport or any portion of the Airport in a manner that would preclude Lessee from operating under the terms of this Lease.

If this Lease is terminated pursuant to the terms of this paragraph, Lessee shall have the right to lease from MCAA, to the extent of MCAA's ability to lease, a site similar in size to the Leased Property on the same terms and conditions as set forth in this Lease provided suitable space is vacant and available at the Airport.

25. 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, or by email or such

other means which provide digital/electronic proof of receipt, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may by written notice designate:

MCAA

Lessee

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

Missoula County Sheriff's Office
200 West Broadway
Missoula, Montana 59802

26. Hazardous Substances – Pollution Liability. For purposes of this Lease, "Hazardous Substances" means asbestos and any toxic, dangerous, or hazardous waste, substance, or material under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, the Resource Conservation and Recovery Act, any so-called Superfund or Superlien law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
- a. MCAA warrants and represents that to the best of its knowledge there are no existing hazardous substances, wastes or pollutants or any underground storage tanks on the Leased Property and that, to the best of its knowledge, no hazardous substances have been released or discharged by MCAA on the Leased Property including in the soil and groundwater. MCAA shall indemnify and hold harmless the Lessee against any and all costs, including fines, penalties or administrative costs that may be associated with a breach of this warranty and representation.
 - b. Lessee warrants and covenants that during the term of this Lease it will not produce, handle, store, release, or dispose of hazardous substances on the Leased Property except as expressly authorized in this Lease or by prior written permission from MCAA. The phrase "expressly authorized in this Lease" means Lessee's use of substances such as fuel, oil, lubricants, cleaning solvents or other similar such substances used in the ordinary course of Lessee's business on the Leased Property provided such use is in strict compliance with this Lease and all applicable environmental and safety laws, rules and regulations. Failure of Lessee to abide by the terms of this paragraph may be restrained by injunction, in addition to any other remedies available to MCAA.
 - c. Lessee will give written notice to MCAA before storing, using, or disposing of any hazardous substances on the Leased Property. The notice will identify the hazardous substance, describe the manner in which it will be stored, used, or disposed of, and describe the manner in which any excess quantities of the hazardous substance or byproducts arising from the hazardous substance will be disposed of by Lessee. If MCAA objects to the storage, use, or disposal of a hazardous substance on the Leased Property, it may demand that Lessee refrain from or cease the activity objected to, and may demand that Lessee take any

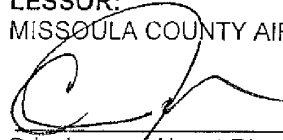
appropriate steps to remove the hazardous substance from the Leased Property. The failure of the Lessee to notify MCAA of the storage, use, or disposal of a hazardous substance on the Leased Property, or the failure of Lessee to comply with any demand of MCAA with respect to hazardous substances, will constitute an event of default under this Lease.

- d. Any approved and authorized hazardous substances on the Leased Property will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances. MCAA has the right to inspect the Leased Property, 24 hours after giving written notice to the Lessee, to determine if the Lessee is storing, using, or disposing of any hazardous substances, and if so whether the Lessee is doing so properly.
- e. Lessee must immediately notify MCAA of any fuel spills, breaches of any nature of any environmental laws or regulations, disposal or release of hazardous substance in the Leased Property, any discovery of hazardous substances in the Leased Property, or of any notice by a governmental authority or private party alleging that a disposal or release of hazardous substances on or near the Leased Property may have occurred. Lessee will promptly deliver to MCAA copies of and provide complete access to any and all documents or information in its custody, control or possession, regarding hazardous substances including any such documents or information received from, or submitted by the Lessee to, the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Leased Property or the operations being conducted on the Leased Property.
- f. To the full extent permitted by applicable law, Lessee will defend, indemnify, and hold MCAA harmless from any and all costs, expenses, damages, assessments, remediation, claims, liabilities, fines, judgments, penalties, costs, suits, procedures, violations of environmental laws or regulations, and actions of any kind, including but not limited to attorney fees, arising out of or in any way connected with any storage, use, spills, discharges, or releases of hazardous substances on the Leased Property caused by or arising from the fault, conduct, act, omission and/or negligence of Lessee and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the Lessee shall continue for as long as MCAA remains responsible for any spills, discharges, or releases of hazardous substances.
- g. Upon expiration or termination of this Lease, the Lessee will remove, to the satisfaction of MCAA, all hazardous substances released or deposited on the Leased Property, including in the soil and groundwater, by Lessee and/or its employees, agents, contractors, guests and/or invitees.
- h. If Lessee fails to comply with any applicable environmental laws, regulations or rules, MCAA, in addition to its rights and remedies to enter the Leased Property and improvements, may take necessary measures to ensure compliance with environmental requirements all at Lessee's expense.
- i. The provisions of this section shall survive any expiration or termination of this Lease.

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

35. Successors in Interest. The terms, covenants and conditions of this Lease apply to and are binding on the successors and assigns of the parties to this Lease.
36. Official and Corporate Action. The parties represent and warrant that each has taken all official or corporate action necessary to authorize the execution and performance of this Lease.

LESSOR:
MISSOULA COUNTY AIRPORT AUTHORITY



Cris Jensen, Airport Director

LESSEE:
BOARD OF COUNTY COMMISSIONERS

Not Available

David Strohmaier, Chair



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ready sign

Josh Slotnick, Commissioner

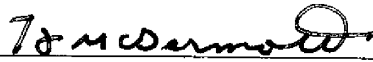


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Juanita Vero, Commissioner

Acting Chair



T.J. McDermott, Missoula County Sheriff

EXHIBIT A
MISSOULA COUNTY AIRPORT AUTHORITY LEASE AGREEMENT
WITH MISSOULA COUNTY

A tract of land located in Section 34, Township 14 North, Range 20 West, Principal Meridian, Montana, Missoula County, Montana; more particularly described as follows:

Tract S

Beginning at the southeast corner of parcel "B", Certificate of Survey No. 2303, said point being a found 5/8" rebar with 1 1/4" yellow plastic cap (marked Sorenson & Co.); thence N49°31'30"W, 721.24 feet along the southwesterly boundary of said Certificate of Survey to a found 3/4" rebar; thence continuing along said boundary N49°32'57"W, 556.91 feet to a found concrete nail set in concrete; thence S40°28'33"W, 799.86 feet along the southerly boundary of tract "A", Certificate of Survey No. 2384 to a found 1 1/2" aluminum cap (marked PCI Custer 3325S) set in the top of a wood fence corner post; thence continuing along said boundary N49°32'14"W, 899.81 feet to a found 5/8" rebar with 1 1/2" aluminum cap (marked PCI Custer 3325S); thence continuing along the boundary of tract "A" S40°33'06"W, 715.98 feet to a found 1 1/2" aluminum cap (marked PCI Custer 3325S), said point also being on the west boundary of that tract recorded in Book 6 Micro, page 73; thence along said west boundary S00°04'31"W, 579.59 feet to a found 1 1/2" o.d. iron pipe; thence S00°55'33"E, 55.37 feet along an existing fence to P-K nail in top of a wood fence corner post; thence S49°25'28"E, 511.91 feet along an existing fence to P-K nail in the top of a wood fence corner post; thence continuing along said fence S49°34'06"E, 533.40 feet to a found 3/4" rebar; thence continuing along said fence S49°31'34"E, 199.35 feet to a 5/8" rebar with 1 1/2" aluminum cap (marked Msla Co 5609S); thence N40°23'30"E, 251.19 feet to a chain link fence corner post; thence N40°23'30"E, 574.67 feet to a 5/8" rebar with 1 1/2" aluminum cap (marked Msla Co 5609S); thence N73°40'55"E, 1208.29 feet to the southwest corner of that tract recorded in Book 67 of Micro, page 627; thence N00°05'23"E, 213.79 feet along the westerly boundary of said tract to the point of beginning; containing 67.08 acres, more or less; subject to any existing easement.

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: December 20th, 2022

1. TITLE: South Concourse Deductive Change Orders

Review, discussion, and possible approval of eight (8) deductive change orders to respective contract GMP's for Martel Construction and Morrison Maierle. **ACTION ITEM**

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

3. TIME REQUIRED: 5 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 phase and balance unused funds. Upon initial GMP formulation, these projects contained several allowances to cover unknown/unbid items that subsequently came in under budget. We also saw a reduction in overall quantities on several project items leading to additional cost savings. In addition to the items below, there will be an additional three (3) contracts to be closed out at the January Board Meeting along with a financial summary. The deductive change orders are listed below for reference:

Martel Contract #10 - Demo/Foundation – Deductive Change #1 = (\$444,680.50)

Martel Contract #13 – Structural Steel – Deductive Change #1 = (\$174,457.53)

Martel Contract #21 – De-Ice Ramp Precon – Deductive Change #1 = (\$7,365.00)

MM Task Order #16 – Demo/Foundation - Deductive Change #1 = (\$8,822.64)

MM Task Order #23 – Structural Steel - Deductive Change #1 = (\$18,888.94)

MM Task Order #27 – Vertical Construction - Deductive Change #1 = (\$456,474.43)

MM Task Order #32B – Baggage Handling - Deductive Change #1 = (\$1,589.93)

MM Task Order #41 – Temp Rental Car - Deductive Change #1 = (\$8,005.19)

Total Deductive Change Orders – (\$1,120,284.16)

5. BUDGET INFORMATION: N/A

6. SUPPLEMENTAL AGENDA INFORMATION:

Morrison Maierle Task Order Amendments

Martel Construction Change Orders

7. RECOMMENDED MOTION: Move to accept the deductive change orders to Martel and Morrison Maierle Contract Amendment's in the amount of \$1,120,284.16 (One million, one hundred twenty thousand, two hundred eighty four dollars and sixteen cents).

8. PREPARED BY: Tim Damrow

9. COMMITTEE REVIEW: None

AMENDMENT NO. 01 TO TASK ORDER NO. 16
For Master Agreement for Engineering Services between
OWNER, Missoula County Airport Authority and the ENGINEER, Morrison-Maierle

Project Number: 3366.022.04

1. Background Information:

- a. Effective date of Master Agreement: June 28, 2016
- b. Effective date of Task Order No. 16: August 28, 2018
- b. Owner: Missoula County Airport Authority
- c. Engineer: Morrison-Maierle
- d. Project: New Passenger Terminal Building – Demo & Foundation (Constr. Mgt. Services)

2. Amendment to Task Order Information

2.1 ENGINEER shall perform the following Services under this Amendment to the Task Order: There are no change in services provided to the project. This amendment is a reconciliation of unused budget.

2.2 The Budget for the Amendment to the Task Order services shall be: Original contracted fee was \$553,500. This amendment results in a reduction of the overall contract fee by \$8,822.64. This brings final contract amount total to \$544,677.36

2.3 The schedule for the Amendment to the Task Order services is as follows: Not Applicable

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: December 20, 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. 01 TO TASK ORDER NO. 23
For Master Agreement for Engineering Services between
OWNER, Missoula County Airport Authority and the ENGINEER, Morrison-Maierle

Project Number: 3366.022.07

1. Background Information:

- a. Effective date of Master Agreement: June 28, 2016
- b. Effective date of Task Order No. 23: July 30, 2019
- b. Owner: Missoula County Airport Authority
- c. Engineer: Morrison-Maierle
- d. Project: New Passenger Terminal Building – Structural Steel & Vertical Circulation (Constr. Mgt. Services)

2. Amendment to Task Order Information

- 2.1 ENGINEER shall perform the following Services under this Amendment to the Task Order: There are no change in services provided to the project. This amendment is a reconciliation of unused budget.
- 2.2 The Budget for the Amendment to the Task Order services shall be: Original contracted fee was \$397,500. This amendment results in a reduction of the overall contract fee by \$18,888.94. This brings final contract amount total to \$378,611.06
- 2.3 The schedule for the Amendment to the Task Order services is as follows: Not Applicable
- 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: December 20, 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. 01 TO TASK ORDER NO. 41
For Master Agreement for Engineering Services between
OWNER, Missoula County Airport Authority and the ENGINEER, Morrison-Maierle

Project Number: 3366.022.18

1. Background Information:

- a. Effective date of Master Agreement: June 28, 2016
- b. Effective date of Task Order No. 41: October 26, 2021
- b. Owner: Missoula County Airport Authority
- c. Engineer: Morrison-Maierle
- d. Project: New Passenger Terminal Building – Temp. Rental Car Facility (Constr. Mgt. Services)

2. Amendment to Task Order Information

2.1 ENGINEER shall perform the following Services under this Amendment to the Task Order: There are no change in services provided to the project. This amendment is a reconciliation of unused budget.

2.2 The Budget for the Amendment to the Task Order services shall be: Original contracted fee was \$72,500. This amendment results in a reduction of the overall contract fee by \$8,005.19. This brings final contract amount total to \$64,494.81

2.3 The schedule for the Amendment to the Task Order services is as follows: Not Applicable

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: December 20, 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. 01 TO TASK ORDER NO. 32B
For Master Agreement for Engineering Services between
OWNER, Missoula County Airport Authority and the ENGINEER, Morrison-Maierle

Project Number: 3366.022.13

1. Background Information:

- a. Effective date of Master Agreement: June 28, 2016
- b. Effective date of Task Order No. 32B: August 25, 2020
- b. Owner: Missoula County Airport Authority
- c. Engineer: Morrison-Maierle
- d. Project: New Passenger Terminal Building – Baggage Handling System (Pre-Construction Services)

2. Amendment to Task Order Information

2.1 ENGINEER shall perform the following Services under this Amendment to the Task Order: There are no change in services provided to the project. This amendment is a reconciliation of unused budget.

2.2 The Budget for the Amendment to the Task Order services shall be: Original contracted fee was \$24,000. This amendment results in a reduction of the overall contract fee by \$1,589.81. This brings final contract amount total to \$22,410.19

2.3 The schedule for the Amendment to the Task Order services is as follows: Not Applicable

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: December 20, 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. 01 TO TASK ORDER NO. 27
For Master Agreement for Engineering Services between
OWNER, Missoula County Airport Authority and the ENGINEER, Morrison-Maierle

Project Number: 3366.022.09

1. Background Information:

- a. Effective date of Master Agreement: June 28, 2016
- b. Effective date of Task Order No. 27: January 10, 2020
- b. Owner: Missoula County Airport Authority
- c. Engineer: Morrison-Maierle
- d. Project: New Passenger Terminal Building – Core, Shell & Interiors (Constr. Mgt. Services)

2. Amendment to Task Order Information

2.1 ENGINEER shall perform the following Services under this Amendment to the Task Order: There are no change in services provided to the project. This amendment is a reconciliation of unused budget.

2.2 The Budget for the Amendment to the Task Order services shall be: Original contracted fee was \$1,785,250. This amendment results in a reduction of the overall contract fee by \$456,474.43. This brings final contract amount total to \$1,328,775.57

2.3 The schedule for the Amendment to the Task Order services is as follows: Not Applicable

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: December 20, 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

**MARTEL CONSTRUCTION, INC.**

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

Change Order

November 30, 2022

PROJECT #	18-028
MSO Demolition Excavation Foundation 5225 HWY 10 West Missoula, MT 59808 Contract Amendments #10 & #12	

Owner
Missoula MT Airport 5225 HWY 10 West Missoula MT 59808

Attn: Shaun Shea

Change Order # 1

The Contract is changed as follows:

Deductive Change Order for Contingency and Allowance funds, which have not been used in Contract Amendment #10.	(424,780.00)
Deduct 3.5% Construction Fee for Contract Amendment #10 not used.	(14,867.30)
Deduct 1% Gross Receipts Tax for Contract Amendment #12 not used.	(1,118.49)
Deduct 3.5% Construction Fee for Contract Amendment #12 not used.	(3,914.71)
Subtotal:	(444,680.50)

Total Amount of Change Order

(444,680.50)

The Original Contract Sum was	10,864,354.00
Net Change by Previously Authorized Change Orders	324,924.00
The Contract Sum Prior to this Change Order	11,189,278.00
The Amount of this Change Order is	(444,680.50)
The New Contract Sum Including this Change Order	10,744,597.50

CONTRACTOR:

Martel Construction, Inc.

By: _____

Date: _____

OWNER:

Missoula MT Airport

By: _____

Date: _____

**MARTEL CONSTRUCTION, INC.**

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

Change Order

November 30, 2022

PROJECT #	19-016
MSO Vertical Construction 5225 HWY 10 West Missoula, MT 59808 Contract Amendments #13	

Owner
Missoula MT Airport 5225 HWY 10 West Missoula MT 59808

Attn: Shaun Shea

Change Order # 1

The Contract is changed as follows:

Deductive Change Order for Contingency and Allowance funds, which have not been used in Contract Amendment #13.	(168,558.00)
Deduct 3.5% Construction Fee for Contract Amendment #13 not used.	(5,899.53)
Subtotal:	(174,457.53)

Total Amount of Change Order

(174,457.53)

The Original Contract Sum was	5,760,683.00
Net Change by Previously Authorized Change Orders	0.00
The Contract Sum Prior to this Change Order	5,760,683.00
The Amount of this Change Order is	(174,457.53)
The New Contract Sum Including this Change Order	5,586,225.47

CONTRACTOR:

Martel Construction, Inc.

By: _____

Date: _____

OWNER:

Missoula MT Airport

By: _____

Date: _____

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: December 20, 2022

1. **TITLE:** Task Order No. 47 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion and possible approval of Task Order No. 47 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for Final Design of the Pavement Maintenance Project and matters related thereto. **ACTION ITEM**

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

3. **TIME REQUIRED:** 10 Minutes

4. **BACKGROUND INFORMATION:** A recently completed Pavement Conditions Report showed that many of the airfield pavements are in need of maintenance (sealant, crack repairs, remarking). Typically, an airport will have a pavement maintenance project completed every 5-7 years. The last significant airfield maintenance was completed on both runways in 2018 and is not in need of additional maintenance at this time. The last significant maintenance on airfield taxiways and parking ramps were done in 2011 through some mill and overlay projects.

This Task Order is for design only and will be taken through bidding services. It will focus on airfield taxiways and parking ramps. After bids have been opened and presented to the Board for award at the April Meeting, Morrison-Maierle will present another Task Order for Construction Management Services.

5. **BUDGET INFORMATION:** Amount Required: \$125,000.00 (AIP funded)
AIP Funds: \$112,500
MSO Share: \$12,500
6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 47 Scope and Fee.
7. **RECOMMENDED MOTION:** Move to Approve Task Order No. 47 with Morrison-Maierle in the amount of \$125,000.00 contingent on the completion of an Independent Fee Estimate (IFE).
8. **PREPARED BY:** Brian Ellestad, Airport Director
9. **COMMITTEE REVIEW:** None.

TASK ORDER-47

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

Task Order

This Task Order is issued under the Master Agreement for Professional Engineering Services between OWNER, Missoula County Airport Authority (MCAA) and ENGINEER, Morrison-Maierle (M-M) dated July 1, 2021, the terms of which are incorporated herein by reference.

SPECIFIC PROJECT DATA

TITLE: PAVEMENT MAINTENANCE PROJECT – FINAL DESIGN

- I. Objective: To complete final design and prepare bidding documents for asphalt pavement maintenance including crack sealant, seal coat, and remarking for airfield taxiways, taxilanes, and aprons. Design will also include raising the rims of two storm drain inlets.

Final Design Services: This project will be designed under two separate schedules. Design for all schedules will begin immediately.

- **Schedule 1 – Taxiway Asphalt Pavement Maintenance.** Design will include all taxiways outside of the hold bars for Runway 12-30 and Runway 8-26.
- **Schedule 2 – Taxilane and Apron Asphalt Pavement Maintenance.** Design will include select AIP fundable asphalt taxilanes and aprons.

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

- Design Report
- Final Plans/Specs for Bidding Purposes
- Construction Safety and Phasing Plan (CSPP)
- Recommendation of Award for construction
- Construction Management Services Task Order

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

A. Project Management

1. Develop project scope and fee for Task Order.
2. Present Task Order to MCAA for approval.
3. Communicate project progress, design issues, scheduling and construction project scope, bidding dates and miscellaneous project requirements with the OWNER and FAA-Helena ADO. The following are estimated communication points used to properly manage the project:
 - Internal Design Team Meetings (weekly)
 - OWNER Milestone Meetings (2 meetings)
 - FAA Coordination
 - Coordination with OWNER and Airport Tenants
4. Coordinate, prepare and submit the following project documents on behalf of the OWNER:
 - FAA Grant Application and Sponsor Certifications
 - Environmental Documentation (CAT-EX)
 - 7460 for Airspace Analysis

- FAA Grant Closeout Report
 - Monthly Invoicing and RFR Paperwork
5. Complete internal quality assurance reviews.
 6. Administer Pre-Design Conference with FAA.

B. Final Design Services

1. Perform site survey for the project. Survey will include a topographical survey around storm drain inlets to be raised
2. Process site survey.
3. Review existing PCI information from most recent survey.
4. Prepare cover and index sheets for final design plans.
5. Prepare CSPP for the project. Coordinate phasing with the OWNER and airport tenants.
6. Prepare demolition plan.
7. Prepare crack seal and seal coat plans.
8. Prepare pavement markings plan.
9. Prepare plan for raising storm drain manhole rims.
10. Prepare standard details for the project.
11. Prepare final Design Report.
12. Prepare Engineer's opinion of probable construction cost estimate.
13. Prepare final project specifications, and contract documents.
14. Provide final plans, specifications, and contract documents to the OWNER and FAA.
15. Prepare for and attend a Safety Management System (SMS) review of the project.

C. Bidding Services

1. Prepare bidding documents.
2. Advertise Project for bidding.
3. Deliver hard copy plans, specifications, and contract to the OWNER, and upload electronic plans, specification, and contract documents to QuestCDN for distribution to contractors, suppliers, and manufacturers.
4. Conduct Pre-Bid Conference.
5. Respond to bidder inquiries during the advertisement period; coordinate all design team responses and prepare addendums to Plans and Specifications as required. Three addendums are anticipated.
6. Attend bid opening.

7. Review bid proposals, verify accuracy, review DBE participation and verify contractor qualifications and Buy American on all submittals of the Contractor. Prepare bid tabulations.
8. Make recommendation of award to the OWNER and FAA.

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

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

<u>Milestone</u>	<u>Completion Date</u>
A. Project Kickoff	January 3, 2023
C. 50% Design Review	February 1, 2023
D. 95% Design Review	March 1, 2023
E. Final Submittal Plans/Specs	March 8, 2023
F. Bid Advertisement	March 12, 2023
G. Pre-Bid Conference	March 28, 2023
H. Bid Opening	April 5, 2023
I. Bid Award	April 25, 2023

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

- A. The approved and audited overhead rate in effect for this Task Order is **59.51%**.
- B. The services identified under this Task Order will be paid by method of Lump Sum (LS). Total compensation for this Task Order is estimated to be:

	<u>Labor</u>	<u>Expense*</u>	<u>Total</u>
Final Design Services	\$107,832	\$17,168	\$125,000

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

SECTION 6 – CONSULTANTS: None.

SECTION 7 – OTHER MODIFICATIONS TO MASTER AGREEMENT: None.

SECTION 8 – ATTACHMENTS:

- A. Morrison-Maierle – Engineering Fees

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

The Effective Date of this Task Order is: **December 20, 2022**

ENGINEER**12.20.22**SignatureDateShaun P. Shea, P.E.NameVice President, Morrison-Maierle, Inc.Title1055 Mount Avenue, Missoula, MT 59808Addresssshea@m-m.netE-Mail Address(406) 542-4846Phone**OWNER**SignatureDateBrian Ellestad, A.A.E.NameAirport Director, MCAATitle5225 Highway 10 W. – Missoula, MT 59808Addressbellestad@flymissoula.comE-Mail Address(406) 728-4381Phone

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TASK ORDER-47

PAVEMENT MAINTENANCE PROJECT - FINAL DESIGN

3-30-0056-082-2023



Summary of Professional Service Fees

December 14, 2022

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
FINAL DESIGN SERVICES	\$107,832	\$17,168	\$125,000
	<u>Project Total</u>		<u>\$125,000</u>

ENGINEERING BUDGET
MISSOULA MONTANA AIRPORT
3-30-0056-082-2023
TASK ORDER-47
PAVEMENT MAINTENANCE PROJECT - FINAL DESIGN



FINAL DESIGN SERVICES

WORK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	QA MANAGER	AIRPORT ENGINEER	ENGINEER TECHNICIAN	SURVEY MANAGER	SURVEY TECHNICIAN	SR. CAD DESIGNER	ADMIN ASSISTANT	TOTAL LABOR HOURS	TOTAL LABOR COST
PROJECT MANAGEMENT											
Develop Task Order, Project Schedule	2	2		4					1	9	\$1,477.04
Present Task Order to Airport Board	2									2	\$462.48
Internal Design Team Meetings (10-total)	10	10	10	10	10					50	\$8,186.28
Milestone Submittal Meetings w/ Airport (2-total)	4									4	\$924.95
FAA Coordination	2	4								6	\$1,223.93
Airport and Airport Tenant Coordination	4			2						6	\$1,197.25
Submit FAA Grant Application	2								1	3	\$551.70
Submit Environmental Documents (CAT-EX)	1	2	1	2					1	7	\$1,115.12
Submit 7460		1	1	2					1	5	\$693.52
Grant Closeout Report	2	2	2	8	24					38	\$5,077.62
Prepare Monthly Invoice, RFR Paperwork (4-total)	4	2							2	8	\$1,484.14
Quality Assurance Reviews	8		8							16	\$2,982.92
Pre-Design Conference with FAA	2	2	2	2						8	\$1,398.76
SUBTOTAL	43	25	24	30	34	0	0	0	6	162	\$26,775.72
FINAL DESIGN											
Site Survey						8	8	2		18	\$1,795.47
Process Site Survey				2			2	4		8	\$927.37
Review Existing PCI Information	2	2	4	4	16					28	\$3,862.28
Prepare Cover and Index Plan Sheets					2			1		3	\$360.26
Prepare CSPP	8	24	8	48	8			8		104	\$16,015.01
Prepare Demolition Plan				2	2			4		8	\$997.85
Prepare Crack Seal and Seal Coat Plans	2	2	2	16	40			8		70	\$9,048.90
Prepare Pavment Markings Plan	2	2	2	8	24			16		54	\$7,025.82
Prepare Storm Drain MH & Grading Adjustments		2	1	4	8			4		19	\$2,508.00
Prepare Standard Details				2	4			4		10	\$1,236.35
Prepare Final Design Report	2	8	4	24	24			2	4	68	\$9,281.92
Prepare Engineer's Estimate	1	4	2	16	16					39	\$5,362.34
Prepare Project Specifications and Contract Docs	4	4	2	32	16				4	62	\$8,591.39
Prepare/Attend SMS	4	4		8	12			8		36	\$5,180.70
SUBTOTAL	25	52	25	166	172	8	10	61	8	527	\$72,193.66

BIDDING PROCESS											
Prepare Bidding Documents	1	2		2	2				1	8	\$1,211.99
Adevertise for Bidding		1							2	3	\$368.82
Deliver and Upload Plans, Specs, Contract Docs	1	1		2	4				4	12	\$1,527.81
Conduct Pre-Bid Conference	2		2		2				1	7	\$1,073.45
Respond to RFIs, Prepare Bid Addendum	1	4	2	8	2				2	19	\$2,782.11
Attend Bid Opening	1		1		1					3	\$492.11
Review Bid Documents, Tabulate Results		1	2	2	2					7	\$984.42
Recommend Award to Airport and FAA	1	1								2	\$421.60
SUBTOTAL	7	10	7	14	13	0	0	0	10	61	\$8,862.33
TOTAL LABOR HOURS	75	87	56	210	219	8	10	61	24	750	\$107,831.70

SUMMARY OF ESTIMATED LABOR COSTS	HOURS	LABOR RATE	TOTAL COST
PAVEMENT MAINTENANCE PROJECT - FINAL DESIGN			
PROJECT PRINCIPAL	75	\$231.24	\$17,342.84
PROJECT MANAGER	87	\$190.36	\$16,561.65
QA MANAGER	56	\$141.63	\$7,931.10
AIRPORT ENGINEER	210	\$136.15	\$28,591.81
ENGINEER TECHNICIAN	219	\$119.25	\$26,115.30
SURVEY MANAGER	8	\$109.98	\$879.88
SURVEY TECHNICIAN	10	\$84.01	\$840.08
SR. CAD DESIGNER	61	\$121.76	\$7,427.53
ADMIN ASSISTANT	24	\$89.23	\$2,141.50
TOTAL LABOR COSTS	750		\$107,831.70

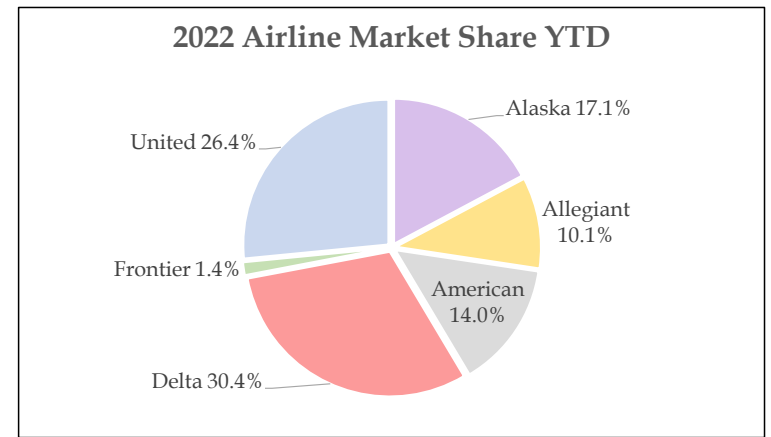
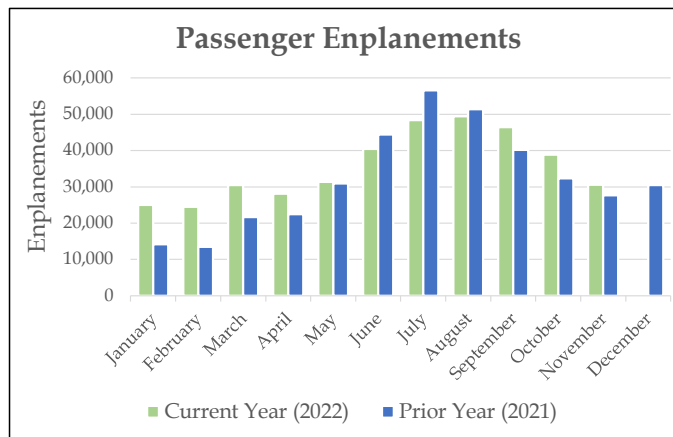
SUMMARY OF DIRECT EXPENSES	QTY	UNIT	RATE	TOTAL COST
PAVEMENT MAINTENANCE PROJECT - FINAL DESIGN				
Vehicle (Company)	150	Mile	\$0.70	\$105.00
Survey Equipment	1	Day	\$240.00	\$240.00
Survey Supplies	1	Lump Sum	\$100.00	\$100.00
Printing	1000	Each	\$0.15	\$150.00
Miscellaneous	1	Lump Sum	\$269.00	\$269.00
TOTAL - DIRECT EXPENSES				\$864.00

OUTSIDE SERVICES (SUBCONSULTANTS)	QTY	UNIT	RATE	TOTAL COST
PAVEMENT MAINTENANCE PROJECT - FINAL DESIGN				
	0	LS	\$0.00	\$0.00
TOTAL - OUTSIDE SERVICES				\$0.00

FEE SUMMARY	
PAVEMENT MAINTENANCE PROJECT - FINAL DESIGN	
TOTAL LABOR COSTS	\$107,832
TOTAL DIRECT EXPENSES	\$864
TOTAL OUTSIDE SERVICES	\$0
TOTAL COSTS	\$108,696
FIXED FEE	\$16,304
TOTAL FEE - SCHEMATIC DESIGN SERVICES	\$125,000

Summary

- Airport Record Monthly Load Factor (91.1%)
-Highest ever recorded November LF at MSO
-LF strengthened by airline capacity changes
- Short notice airline schedule reductions due to industry wide rising fuel prices and lack of pilots
- 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	959	966	733	590	0	7,703	-22%
	Air Taxi	320	388	427	411	494	688	619	766	574	468	443	0	5,598	-7%
	GA	827	1107	1178	1326	1392	1714	2384	2495	1942	1340	738	0	16,443	-8%
	Military	31	22	130	44	47	44	63	109	53	85	61	0	689	-22%
	Civil	1,055	792	1150	1329	1111	1090	1039	836	590	974	670	0	10,636	12%
	Total	2022	2,799	2,845	3,411	3,578	3,604	4,376	5,064	5,165	4,125	3,600	2,502	41,069	-7%
		2021	2,880	2,293	3,638	3,738	4,233	4,977	5,891	5,128	4,650	3,847	2,827	46,435	
Enplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	4,948	5,016	5,201	3,949	5,934	6,306	6,697	6,797	7,916	7,716	7,044	0	67,524	-15%
	Allegiant	2,868	3,132	3,939	3,349	3,141	4,681	5,724	3,968	2,948	2,913	3,106	0	39,769	9%
	American	2,387	1,603	2,158	3,213	3,654	6,251	7,094	8,165	9,359	7,516	3,753	0	55,153	13%
	Delta	7,773	8,245	10,893	10,310	11,184	10,204	14,162	16,051	12,295	9,612	9,148	0	119,877	19%
	Frontier	0	0	0	0	0	462	1,267	1,289	1,209	1,302	104	0	5,633	17%
	United	7,039	6,479	8,335	7,317	7,477	12,543	13,352	13,155	11,935	9,409	6,960	0	104,001	25%
	Charters	0	24	0	0	0	6	85	0	783	429	505	0	1,832	43%
	Total	2022	25,015	24,499	30,526	28,138	31,390	40,453	48,381	49,425	46,445	38,897	30,620	393,789	11%
		2021	14,156	13,483	21,642	22,460	30,966	44,458	51,385	40,190	32,330	27,712	30,470	385,818	
Deplaned Passengers	LF	2022	79.7%	84.3%	86.6%	83.2%	81.5%	82.7%	87.1%	85.7%	89.4%	91.7%	91.1%	86.0%	
		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%
Total Pax	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	6,779	8,093	7,631	6,835	0	67,760	-14%
	Allegiant	2,802	2,867	3,939	3,473	3,282	5,229	5,519	3,805	2,696	2,892	3,075	0	39,579	9%
	American	2,191	1,448	2,013	3,021	3,666	6,482	6,834	8,061	8,925	7,085	3,423	0	53,149	13%
	Delta	7,312	8,349	10,497	10,166	11,404	10,416	13,944	15,411	11,402	9,073	9,125	0	117,099	17%
	Frontier	0	0	0	0	0	595	1,193	1,095	1,105	1,180	108	0	5,276	7%
	United	6,771	6,472	8,205	7,991	8,138	13,627	12,898	12,207	10,835	8,934	6,865	0	102,943	26%
	Charters	0	24	0	0	0	6	85	0	794	429	501	0	1,839	37%
	Total	2022	23,736	24,083	29,743	28,540	32,833	43,242	47,104	47,358	43,850	37,224	29,932	387,645	11%
		2021	12,560	13,373	21,029	22,895	31,902	47,154	56,142	47,400	38,773	30,734	27,325	380,236	
T12M	Total	2022	48,751	48,582	60,269	56,678	64,223	83,695	95,485	96,783	90,295	76,121	60,552	781,434	11%
	Pax	2021	26,716	26,856	42,671	45,355	62,868	91,612	112,708	98,785	78,963	63,064	55,037	766,054	

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

State of Montana Airline Enplanements

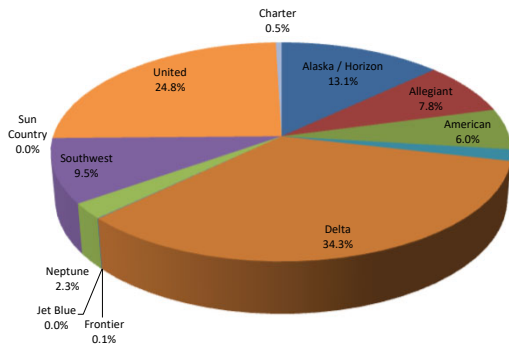
November 2022

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings		3,674	3,337		1,434	10,884			4,038			9,918		33,285	85,663
Bozeman	6,899	2,560	3,482			20,934				16,638		15,780	313	66,606	7,109
Butte						1,392								1,392	
Glasgow					199									199	
Glendive					172									172	
Great Falls	1,935	2,459				4,166						3,991		12,551	
Havre					253									253	
Helena	1,735					3,363						1,346		6,444	2,508
Kalispell	5,328	1,772				10,073						5,390		22,563	22,370
Missoula	7,044	3,106	3,753			9,148	104					6,960	505	30,620	2,502
Sidney					635									635	
Wolf Point					250									250	
Yellowstone														-	
Total	22,941	13,571	10,572	-	2,943	59,960	104	-	4,038	16,638	-	43,385	818	174,970	120,152
Market Share %	13.1%	7.8%	6.0%	0.0%	1.7%	34.3%	0.1%	0.0%	2.3%	9.5%	0.0%	24.8%	0.5%		

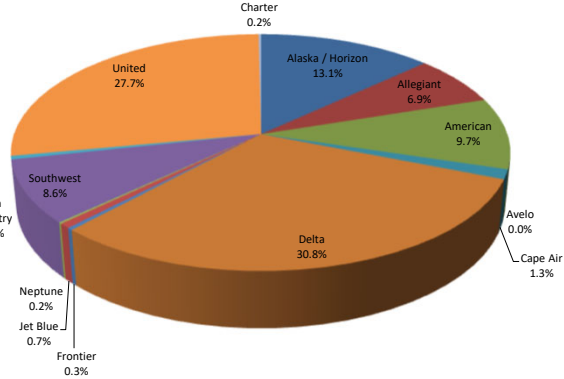
Year-to-Date

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	41,195	34,128	39,181	-	13,750	118,737	-	-	4,045	-	-	98,377	-	349,901	164,561
Bozeman*	104,790	46,546	101,292	-	-	292,615	-	16,090	-	209,259	7,555	270,318	2,622	1,051,087	103,605
Butte	-	-	-	-	-	12,772	-	-	-	-	-	3,635	-	16,407	-
Glasgow	-	-	-	-	2,781	-	-	-	-	-	-	-	-	2,781	-
Glendive	-	-	-	-	4,170	-	-	-	-	-	-	-	-	4,170	-
Great Falls	21,830	20,550	-	-	-	35,542	-	-	-	-	-	51,658	103	129,683	2,499
Havre	-	-	-	-	2,682	-	-	-	-	-	-	-	-	2,682	-
Helena	19,600	-	-	-	-	37,699	-	-	-	-	-	18,855	-	76,154	41,487
Kalispell	65,043	26,248	41,520	-	-	128,672	2,229	-	-	-	3,524	128,973	69	396,278	58,350
Missoula*	67,524	39,769	55,153	-	-	119,877	5,633	-	-	-	-	104,001	1,832	393,789	41,069
Sidney	-	-	-	-	6,024	-	-	-	-	-	-	-	-	6,024	-
Wolf Point	-	-	-	-	2,833	-	-	-	-	-	-	-	-	2,833	-
Yellowstone	-	-	-	-	-	6,326	-	-	-	-	-	871	-	7,197	-
Total	319,982	167,241	237,146	-	32,240	752,240	7,862	16,090	4,045	209,259	11,567	676,688	4,626	2,438,986	411,571
Market Share %	13.1%	6.9%	9.7%	0.0%	1.3%	30.8%	0.3%	0.7%	0.2%	8.6%	0.5%	27.7%	0.2%		

Market Share
Current Month



Market Share
Year-to-Date



STATE TOTAL

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	105,714	98,981	204,695	204,695	178,518	173,999	352,517	352,517	68.9%	75.8%	72.2%	72.2%
FEB	109,823	109,558	219,381	424,076	179,469	179,191	358,660	711,177	63.4%	63.6%	63.5%	67.7%
MAR	154,541	151,695	306,236	730,312	217,195	209,429	426,624	1,137,801	40.5%	38.1%	39.3%	55.8%
APR	132,611	132,831	265,442	995,754	170,265	169,166	339,431	1,477,232	28.4%	27.4%	27.9%	48.4%
MAY	174,503	183,898	358,401	1,354,155	193,255	204,851	398,106	1,875,338	10.7%	11.4%	11.1%	38.5%
JUN	267,651	284,518	552,169	1,906,324	252,470	267,262	519,732	2,395,070	-5.7%	-6.1%	-5.9%	25.6%
JUL	343,847	343,062	686,909	2,593,233	301,745	298,344	600,089	2,995,159	-12.2%	-13.0%	-12.6%	15.5%
AUG	324,618	302,846	627,464	3,220,697	302,698	290,414	593,112	3,588,271	-6.8%	-4.1%	-5.5%	11.4%
SEP	244,311	239,295	483,606	3,704,303	254,440	242,127	496,567	4,084,838	4.1%	1.2%	2.7%	10.3%
OCT	201,419	188,356	389,775	4,094,078	213,961	201,841	415,802	4,500,640	6.2%	7.2%	6.7%	9.9%
NOV	161,568	160,560	322,128	4,416,206	174,970	#REF!	#REF!	#REF!	8.3%	#REF!	#REF!	#REF!
DEC	185,652	195,562	381,214	4,797,420	-	22,563	22,563	#REF!	-100.0%	-88.5%	-94.1%	#REF!
	2,406,258	2,391,162			2,438,986	#REF!						

BILLINGS

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	17,962	17,584	35,546	35,546	25,611	24,708	50,319	50,319	42.6%	40.5%	41.6%	41.6%
FEB	17,594	17,365	34,959	70,505	25,459	25,135	50,594	100,913	44.7%	44.7%	44.7%	43.1%
MAR	27,231	27,196	54,427	124,932	29,370	29,743	59,113	160,026	7.9%	9.4%	8.6%	28.1%
APR	25,413	26,315	51,728	176,660	27,183	28,161	55,344	215,370	7.0%	7.0%	7.0%	21.9%
MAY	31,850	32,938	64,788	241,448	31,564	31,972	63,536	278,906	-0.9%	-2.9%	-1.9%	15.5%
JUN	39,545	41,617	81,162	322,610	32,119	33,305	65,424	344,330	-18.8%	-20.0%	-19.4%	6.7%
JUL	44,248	44,441	88,689	411,299	36,295	35,660	71,955	416,285	-18.0%	-19.8%	-18.9%	1.2%
AUG	40,965	40,567	81,532	492,831	37,154	37,199	74,353	490,638	-9.3%	-8.3%	-8.8%	-0.4%
SEP	33,290	33,278	66,568	559,399	36,557	35,300	71,857	562,495	9.8%	6.1%	7.9%	0.6%
OCT	33,916	32,986	66,902	626,301	35,304	34,858	70,162	632,657	4.1%	5.7%	4.9%	1.0%
NOV	31,593	32,268	63,861	690,162	33,285	32,611	65,896	698,553	5.4%	1.1%	3.2%	1.2%
DEC	31,122	31,608	62,730	752,892	-		-	698,553	-100.0%	-100.0%	-100.0%	-7.2%
	374,729	378,163			349,901	348,652						

BOZEMAN

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	44,605	42,001	86,606	86,606	83,551	83,492	167,043	167,043	87.3%	98.8%	92.9%	92.9%
FEB	49,351	49,732	99,083	185,689	84,977	86,119	171,096	338,139	72.2%	73.2%	72.7%	82.1%
MAR	68,033	65,672	133,705	319,394	105,959	100,257	206,216	544,355	55.7%	52.7%	54.2%	70.4%
APR	50,622	47,812	98,434	417,828	71,578	68,453	140,031	684,386	41.4%	43.2%	42.3%	63.8%
MAY	63,263	68,705	131,968	549,796	79,383	85,762	165,145	849,531	25.5%	24.8%	25.1%	54.5%
JUN	108,679	115,148	223,827	773,623	109,698	115,712	225,410	1,074,941	0.9%	0.5%	0.7%	38.9%
JUL	138,920	138,435	277,355	1,050,978	128,371	127,863	256,234	1,331,175	-7.6%	-7.6%	-7.6%	26.7%
AUG	132,109	122,866	254,975	1,305,953	130,033	124,412	254,445	1,585,620	-1.6%	1.3%	-0.2%	21.4%
SEP	98,287	96,975	195,262	1,501,215	103,482	100,362	203,844	1,789,464	5.3%	3.5%	4.4%	19.2%
OCT	81,386	74,806	156,192	1,657,407	87,449	80,402	167,851	1,957,315	7.4%	7.5%	7.5%	18.1%
NOV	59,054	58,462	117,516	1,774,923	66,606	66,606	133,212	2,090,527	12.8%	13.9%	13.4%	17.8%
DEC	79,390	85,878	165,268	1,940,191	-		-	2,090,527	-100.0%	-100.0%	-100.0%	7.7%
	973,699	966,492			1,051,087	1,039,440						

BUTTE

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	901	809	1,710	1,710	1,483	1,443	2,926	2,926	64.6%	78.4%	71.1%	71.1%
FEB	838	779	1,617	3,327	1,613	1,589	3,202	6,128	92.5%	104.0%	98.0%	84.2%
MAR	1,120	927	2,047	5,374	1,595	1,631	3,226	9,354	42.4%	75.9%	57.6%	74.1%
APR	1,106	1,181	2,287	7,661	1,354	1,482	2,836	12,190	22.4%	25.5%	24.0%	59.1%
MAY	1,401	1,404	2,805	10,466	1,680	1,958	3,638	15,828	19.9%	39.5%	29.7%	51.2%
JUN	1,579	1,595	3,174	13,640	1,846	2,148	3,994	19,822	16.9%	34.7%	25.8%	45.3%
JUL	1,766	1,720	3,486	17,126	1,450	1,476	2,926	22,748	-17.9%	-14.2%	-16.1%	32.8%
AUG	1,586	1,404	2,990	20,116	1,188	1,228	2,416	25,164	-25.1%	-12.5%	-19.2%	25.1%
SEP	1,286	1,261	2,547	22,663	1,375	1,435	2,810	27,974	6.9%	13.8%	10.3%	23.4%
OCT	1,557	1,411	2,968	25,631	1,431	1,325	2,756	30,730	-8.1%	-6.1%	-7.1%	19.9%
NOV	1,712	1,646	3,358	28,989	1,392	1,410	2,802	33,532	-18.7%	-14.3%	-16.6%	15.7%
DEC	1,744	1,867	3,611	32,600	-		-	33,532	-100.0%	-100.0%	-100.0%	2.9%
	16,596	16,004			16,407	17,125						

GLASGOW

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	198	171	369	369	212	197	409	409	7.1%	15.2%	10.8%	10.8%
FEB	171	156	327	696	201	203	404	813	17.5%	30.1%	23.5%	16.8%
MAR	241	244	485	1,181	237	236	473	1,286	-1.7%	-3.3%	-2.5%	8.9%
APR	277	258	535	1,716	114	121	235	1,521	-58.8%	-53.1%	-56.1%	-11.4%
MAY	300	305	605	2,321	179	202	381	1,902	-40.3%	-33.8%	-37.0%	-18.1%
JUN	331	317	648	2,969	188	191	379	2,281	-43.2%	-39.7%	-41.5%	-23.2%
JUL	337	325	662	3,631	347	356	703	2,984	3.0%	9.5%	6.2%	-17.8%
AUG	332	304	636	4,267	367	342	709	3,693	10.5%	12.5%	11.5%	-13.5%
SEP	294	279	573	4,840	431	331	762	4,455	46.6%	18.6%	33.0%	-8.0%
OCT	310	291	601	5,441	306	295	601	5,056	-1.3%	1.4%	0.0%	-7.1%
NOV	274	258	532	5,973	199	194	393	5,449	-27.4%	-24.8%	-26.1%	-8.8%
DEC	265	258	523	6,496	-	-	-	5,449	-100.0%	-100.0%	-100.0%	-16.1%
	3,330	3,166			2,781	2,668						

GLENDIVE

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	117	147	264	264	146	175	321	321	24.8%	19.0%	21.6%	21.6%
FEB	116	97	213	477	166	157	323	644	43.1%	61.9%	51.6%	35.0%
MAR	144	141	285	762	246	226	472	1,116	70.8%	60.3%	65.6%	46.5%
APR	164	171	335	1,097	420	416	836	1,952	156.1%	143.3%	149.6%	77.9%
MAY	217	182	399	1,496	570	533	1,103	3,055	162.7%	192.9%	176.4%	104.2%
JUN	202	220	422	1,918	484	491	975	4,030	139.6%	123.2%	131.0%	110.1%
JUL	241	207	448	2,366	526	527	1,053	5,083	118.3%	154.6%	135.0%	114.8%
AUG	190	175	365	2,731	543	535	1,078	6,161	185.8%	205.7%	195.3%	125.6%
SEP	186	180	366	3,097	507	491	998	7,159	172.6%	172.8%	172.7%	131.2%
OCT	196	198	394	3,491	390	384	774	7,933	99.0%	93.9%	96.4%	127.2%
NOV	167	160	327	3,818	172	159	331	8,264	3.0%	-0.6%	1.2%	116.4%
DEC	199	176	375	4,193	-	-	-	8,264	-100.0%	-100.0%	-100.0%	97.1%
	2,139	2,054			4,170	4,094						

GREAT FALLS

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	6,286	6,524	12,810	12,810	9,570	9,327	18,897	18,897	52.2%	43.0%	47.5%	47.5%
FEB	6,484	6,355	12,839	25,649	9,777	9,616	19,393	38,290	50.8%	51.3%	51.0%	49.3%
MAR	9,089	9,105	18,194	43,843	11,282	11,400	22,682	60,972	24.1%	25.2%	24.7%	39.1%
APR	9,595	10,626	20,221	64,064	11,564	11,759	23,323	84,295	20.5%	10.7%	15.3%	31.6%
MAY	12,094	13,082	25,176	89,240	11,544	12,011	23,555	107,850	-4.5%	-8.2%	-6.4%	20.9%
JUN	14,683	15,594	30,277	119,517	11,878	11,939	23,817	131,667	-19.1%	-23.4%	-21.3%	10.2%
JUL	16,333	16,678	33,011	152,528	12,191	12,099	24,290	155,957	-25.4%	-27.5%	-26.4%	2.2%
AUG	15,318	15,279	30,597	183,125	12,505	12,347	24,852	180,809	-18.4%	-19.2%	-18.8%	-1.3%
SEP	12,856	12,681	25,537	208,662	12,487	12,016	24,503	205,312	-2.9%	-5.2%	-4.0%	-1.6%
OCT	11,666	11,528	23,194	231,856	14,334	13,868	28,202	233,514	22.9%	20.3%	21.6%	0.7%
NOV	10,075	9,780	19,855	251,711	12,551	12,250	24,801	258,315	24.6%	25.3%	24.9%	2.6%
DEC	10,669	10,574	21,243	272,954	-	-	-	258,315	-100.0%	-100.0%	-100.0%	-5.4%
	135,148	137,806			129,683	128,632						

HAVRE

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	185	191	376	376	208	238	446	446	12.4%	24.6%	18.6%	18.6%
FEB	134	126	260	636	212	204	416	862	58.2%	61.9%	60.0%	35.5%
MAR	219	207	426	1,062	227	240	467	1,329	3.7%	15.9%	9.6%	25.1%
APR	249	251	500	1,562	223	210	433	1,762	-10.4%	-16.3%	-13.4%	12.8%
MAY	257	242	499	2,061	245	254	499	2,261	-4.7%	5.0%	0.0%	9.7%
JUN	290	265	555	2,616	208	198	406	2,667	-28.3%	-25.3%	-26.8%	1.9%
JUL	289	280	569	3,185	283	238	521	3,188	-2.1%	-15.0%	-8.4%	0.1%
AUG	291	281	572	3,757	273	285	558	3,746	-6.2%	1.4%	-2.4%	-0.3%
SEP	261	248	509	4,266	264	235	499	4,245	1.1%	-5.2%	-2.0%	-0.5%
OCT	269	267	536	4,802	286	251	537	4,782	6.3%	-6.0%	0.2%	-0.4%
NOV	241	255	496	5,298	253	244	497	5,279	5.0%	-4.3%	0.2%	-0.4%
DEC	256	246	502	5,800	-	-	-	5,279	-100.0%	-100.0%	-100.0%	-9.0%
	2,941	2,859			2,682	2,597						

HELENA

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	3,004	3,005	6,009	6,009	6,258	6,378	12,636	12,636	108.3%	112.2%	110.3%	110.3%
FEB	2,967	2,894	5,861	11,870	6,331	6,172	12,503	25,139	113.4%	113.3%	113.3%	111.8%
MAR	3,816	3,380	7,196	19,066	6,839	6,497	13,336	38,475	79.2%	92.2%	85.3%	101.8%
APR	4,712	5,100	9,812	28,878	7,263	7,537	14,800	53,275	54.1%	47.8%	50.8%	84.5%
MAY	6,180	6,243	12,423	41,301	8,007	8,018	16,025	69,300	29.6%	28.4%	29.0%	67.8%
JUN	4,672	5,118	9,790	51,091	6,688	6,988	13,676	82,976	43.2%	36.5%	39.7%	62.4%
JUL	8,093	8,258	16,351	67,442	6,889	6,757	13,646	96,622	-14.9%	-18.2%	-16.5%	43.3%
AUG	8,113	7,597	15,710	83,152	7,199	6,774	13,973	110,595	-11.3%	-10.8%	-11.1%	33.0%
SEP	7,199	6,890	14,089	97,241	7,050	6,650	13,700	124,295	-2.1%	-3.5%	-2.8%	27.8%
OCT	7,467	7,143	14,610	111,851	7,186	6,984	14,170	138,465	-3.8%	-2.2%	-3.0%	23.8%
NOV	7,474	7,525	14,999	126,850	6,444	6,445	12,889	151,354	-13.8%	-14.4%	-14.1%	19.3%
DEC	7,307	7,428	14,735	141,585	-	-	-	151,354	-100.0%	-100.0%	-100.0%	6.9%
	71,004	70,581			76,154	75,200						

KALISPELL

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	17,463	15,166	32,629	32,629	25,722	23,539	49,261	49,261	47.3%	55.2%	51.0%	51.0%
FEB	18,084	18,110	36,194	68,823	25,431	25,124	50,555	99,816	40.6%	38.7%	39.7%	45.0%
MAR	22,040	22,921	44,961	113,784	30,038	28,634	58,672	158,488	36.3%	24.9%	30.5%	39.3%
APR	17,023	17,235	34,258	148,042	21,855	21,981	43,836	202,324	28.4%	27.5%	28.0%	36.7%
MAY	26,158	26,836	52,994	201,036	27,270	29,769	57,039	259,363	4.3%	10.9%	7.6%	29.0%
JUN	49,552	53,874	103,426	304,462	46,604	50,825	97,429	356,792	-5.9%	-5.7%	-5.8%	17.2%
JUL	72,683	72,208	144,891	449,353	64,526	63,792	128,318	485,110	-11.2%	-11.7%	-11.4%	8.0%
AUG	69,976	62,835	132,811	582,164	61,676	57,517	119,193	604,303	-11.9%	-8.5%	-10.3%	3.8%
SEP	46,752	45,311	92,063	674,227	43,583	39,386	82,969	687,272	-6.8%	-13.1%	-9.9%	1.9%
OCT	30,842	27,674	58,516	732,743	27,010	25,119	52,129	739,401	-12.4%	-9.2%	-10.9%	0.9%
NOV	22,328	21,946	44,274	777,017	22,563	22,563	45,126	784,527	1.1%	#REF!	1.9%	1.0%
DEC	23,323	25,756	49,079	826,096	-	-	-	784,527	-100.0%	-12.4%	-100.0%	-5.0%
	416,224	409,872			396,278	388,249						

MISSOULA

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	14,156	12,560	26,716	26,716	25,015	23,736	48,751	48,751	76.7%	89.0%	82.5%	82.5%
FEB	13,483	13,373	26,856	53,572	24,499	24,083	48,582	97,333	81.7%	80.1%	80.9%	81.7%
MAR	21,642	21,029	42,671	96,243	30,526	29,743	60,269	157,602	41.0%	41.4%	41.2%	63.8%
APR	22,460	22,895	45,355	141,598	28,138	28,540	56,678	214,280	25.3%	24.7%	25.0%	51.3%
MAY	30,966	31,902	62,868	204,466	31,390	32,833	64,223	278,503	1.4%	2.9%	2.2%	36.2%
JUN	44,458	47,154	91,612	296,078	40,453	43,242	83,695	362,198	-9.0%	-8.3%	-8.6%	22.3%
JUL	56,566	56,142	112,708	408,786	48,381	47,104	95,485	457,683	-14.5%	-16.1%	-15.3%	12.0%
AUG	51,385	47,400	98,785	507,571	49,425	47,358	96,783	554,466	-3.8%	-0.1%	-2.0%	9.2%
SEP	40,190	38,773	78,963	586,534	46,445	43,850	90,295	644,761	15.6%	13.1%	14.4%	9.9%
OCT	32,330	30,734	63,064	649,598	38,897	37,224	76,121	720,882	20.3%	21.1%	20.7%	11.0%
NOV	27,712	27,325	55,037	704,635	30,620	29,932	60,552	781,434	10.5%	9.5%	10.0%	10.9%
DEC	30,470	30,949	61,419	766,054	-	-	-	781,434	-100.0%	-100.0%	-100.0%	2.0%
	385,818	380,236			393,789	387,645						

SIDNEY

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	583	585	1,168	1,168	533	576	1,109	1,109	-8.6%	-1.5%	-5.1%	-5.1%
FEB	443	426	869	2,037	563	538	1,101	2,210	27.1%	26.3%	26.7%	8.5%
MAR	691	641	1,332	3,369	626	596	1,222	3,432	-9.4%	-7.0%	-8.3%	1.9%
APR	694	713	1,407	4,776	430	375	805	4,237	-38.0%	-47.4%	-42.8%	-11.3%
MAY	767	763	1,530	6,306	552	560	1,112	5,349	-28.0%	-26.6%	-27.3%	-15.2%
JUN	740	753	1,493	7,799	489	433	922	6,271	-33.9%	-42.5%	-38.2%	-19.6%
JUL	762	807	1,569	9,368	515	548	1,063	7,334	-32.4%	-32.1%	-32.2%	-21.7%
AUG	768	763	1,531	10,899	518	521	1,039	8,373	-32.6%	-31.7%	-32.1%	-23.2%
SEP	680	647	1,327	12,226	551	492	1,043	9,416	-19.0%	-24.0%	-21.4%	-23.0%
OCT	715	685	1,400	13,626	612	592	1,204	10,620	-14.4%	-13.6%	-14.0%	-22.1%
NOV	648	673	1,321	14,947	635	596	1,231	11,851	-2.0%	-11.4%	-6.8%	-20.7%
DEC	647	605	1,252	16,199	-	-	-	11,851	-100.0%	-100.0%	-100.0%	-26.8%
	8,138	8,061			6,024	5,827						

WOLF POINT

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	254	238	492	492	209	190	399	399	-17.7%	-20.2%	-18.9%	-18.9%
FEB	158	145	303	795	240	251	491	890	51.9%	73.1%	62.0%	11.9%
MAR	275	232	507	1,302	250	226	476	1,366	-9.1%	-2.6%	-6.1%	4.9%
APR	296	274	570	1,872	143	131	274	1,640	-51.7%	-52.2%	-51.9%	-12.4%
MAY	305	304	609	2,481	210	179	389	2,029	-31.1%	-41.1%	-36.1%	-18.2%
JUN	323	300	623	3,104	255	243	498	2,527	-21.1%	-19.0%	-20.1%	-18.6%
JUL	332	312	644	3,748	299	295	594	3,121	-9.9%	-5.4%	-7.8%	-16.7%
AUG	309	289	598	4,346	332	267	599	3,720	7.4%	-7.6%	0.2%	-14.4%
SEP	267	252	519	4,865	337	326	663	4,383	26.2%	29.4%	27.7%	-9.9%
OCT	280	255	535	5,400	308	291	599	4,982	10.0%	14.1%	12.0%	-7.7%
NOV	290	262	552	5,952	250	242	492	5,474	-13.8%	-7.6%	-10.9%	-8.0%
DEC	260	217	477	6,429	-	-	-	5,474	-100.0%	-100.0%	-100.0%	-14.9%
	3,349	3,080			2,833	2,641						

* YELLOWSTONE

	2021 Passengers				2022 Passengers				% 2021 VS 2022			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN		-										
FEB												
MAR												
APR												
MAY	745	992	1,737	1,737	661	800	1,461	1,461	-11.3%	-19.4%	-15.9%	-15.9%
JUN	2,597	2,563	5,160	6,897	1,560	1,547	3,107	4,568	-39.9%	-39.6%	-39.8%	-33.8%
JUL	3,277	3,249	6,526	13,423	1,672	1,629	3,301	7,869	-49.0%	-49.9%	-49.4%	-41.4%
AUG	3,276	3,086	6,362	19,785	1,485	1,629	3,114	10,983	-54.7%	-47.2%	-51.1%	-44.5%
SEP	2,763	2,520	5,283	25,068	1,371	1,253	2,624	13,607	-50.4%	-50.3%	-50.3%	-45.7%
OCT	485	378	863	25,931	448	248	696	14,303	-7.6%	-34.4%	-19.4%	-44.8%
NOV												
DEC												
	13,143	12,788			7,197	7,106						

* The Yellowstone Airport is a seasonal airport.

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

*2022 season operating May 2022 through October 2022.