

## Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, December 19, 2023  
TIME: 1:30 p.m.  
PLACE: Johnson Bell Board Room – Airport Terminal

PLEASE NOTE: 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.

Members of the public can submit comments by email to: [lfagan@flymissoula.com](mailto:lfagan@flymissoula.com).

Documents will be available on the airport's website, [www.flymissoula.com](http://www.flymissoula.com), by 9 a.m. on the meeting date. Members of the public can view the meeting and documents by joining the meeting from their computer, tablet or smartphone at:

### Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 266 456 298 882

Passcode: JtfCxe

**Or call in (audio only)**

[+1 332-249-0710](tel:+13322490710),857565796# United States, New York City

Phone Conference ID: 857 565 796#

- Chair to call the meeting to order.
  - Advise the Public the meeting is being recorded.
  - Roll Call
  - Seating of Alternate Commissioner if needed.
  - Approval of the Agenda.
- Public Comment.
- Review and approve the minutes of the Regular Board meeting dated November 28, 2023. **Pg 3**
- Approval of Claims for Payment – Will Parnell **Pg 10**
- Director's Report – Brian Ellestad **Pg 14**
- Legal Report – Lynn Fagan
- Committee Updates –

Business Development Committee: No Activity  
Contract and Lease Committee: No Activity  
Executive Committee: Met December 19, 2023  
Facility and Operations Committee: Met November 28, 2023  
Finance Committee: No Activity  
General Aviation Committee: No Activity  
Legislative Committee: No Activity  
Marketing Committee: No Activity

## Unfinished Business

- Minuteman East and Life Flight Lease term extension – Brian Ellestad **Pg 16**

## New Business

- Dollar Rent a Car Off Airport Lease – Lynn Fagan **Pg 17**
- Missoula Car Rental Off Airport Lease – Lynn Fagan **Pg 26**
- Martel Construction Additive and Deductive Change Orders – Terminal Construction Phase 2 – Tim Damrow **Pg 35**
- Morrison-Maierle Task Order No. 56 - Design for Aviation Way rehab – Brian Ellestad **Pg 38**
- Morrison-Maierle Task Order No. 57 - Storm Water Pollution Prevention Plan – Tim Damrow **Pg 46**

## Information/Discussion Item(s)

January Board Meeting – Tuesday, January 30, 2023, 1:30 p.m.

MISSOULA COUNTY AIRPORT AUTHORITY  
Regular Board Meeting  
November 28, 2023  
1:30 pm, Johnson Bell Conference Room

THOSE PRESENT

BOARD:

Chair Larry Anderson  
Vice Chair Winton Kemmis  
Secretary/Treasurer Deb Poteet  
Commissioner Adriane Beck  
Commissioner Jeff Roth  
Commissioner Shane Stack  
Commissioner Matthew Doucette (Call In)  
Alternate Commissioner Pat Boyle  
Honorary Commissioner Jack Meyer (Call In)

STAFF:

Director Brian Ellestad  
Deputy Director Tim Damrow  
Director of Finance and Administration Will Parnell  
Legal Counsel Lynn Fagan  
Business Development Manager Dan Neuman  
IT Specialist Dylan O'Leary  
HR Generalist Nikki Munro

OTHERS:

Accounting Clerk Brianna Brewer  
Shaun Shea, Morrison-Maierle  
Gary Matson, Runway 25 Hangars  
Cole Jensen, Martel Construction  
Josh Johnson, Minuteman Aviation  
Mike Mamuzich, Minuteman Aviation  
Mark Mamuzich, Minuteman Aviation  
Ashley Osten, Moss Adams  
Dale Haarr, Missoula Car Condos

Chair Larry Anderson called the meeting to order and advised everyone that the meeting was being recorded.

Legal Counsel Lynn Fagan performed a roll call of Board members, staff members, and members of the public.

Chair Larry Anderson noted that an Alternate Commissioner needed to be seated.

Motion: Commissioner Shane Stack moved to seat Alternate Commissioner Pat Boyle

Second: Vice Chair Winton Kemmis

Vote: Motion Passed Unanimously

AGENDA

Motion: Secretary/Treasurer Deb Poteet moved to approve the agenda as presented.

Second: Commissioner Jeff Roth

Vote: Motion Passed Unanimously

### PUBLIC COMMENT PERIOD

Chair Larry Anderson asked if there was any public comment on items not on the Board's agenda. Dale Haarr, owner of Missoula Car Condos, an on-airport lessee, provided a comment and request to the Board. Dale stated that he had been a lessee on-airport for 23 years and had not previously had the occasion to appear before the Board. Dale stated that he had always been able to work with airport management. Dale explained that he is currently planning on building 14 more units on site. He submitted the documentation for a building permit in September and was told it would be 4-6 weeks but was told yesterday that it will likely be the end of January before the permit is issued. In the meantime, he is required to pay rent on the parcel. The rent adversely affects the cost of each unit. Dale requested that the rent be waived from September until the building permit is issued. Dale also noted that he had paid rent on the other parcels through December.

### MINUTES

Chair Larry Anderson asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated October 31, 2023. There were none.

Motion: Vice Chair Winton Kemmis moved to approve the minutes of Regular Board Meeting dated October 31, 2023.

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

Commissioner Matthew Doucette arrived. Chair Larry Anderson noted that there was no need for an Alternate Commissioner with Matthew's arrival and Alternate Commissioner Pat Boyle was unseated.

### CLAIMS FOR PAYMENT

Director of Finance and Administration Will Parnell noted that project expenses for October 2023 were approximately \$2.7 million and will be paid in the next few days; 63% of those expenses will be submitted to the FAA for reimbursement. Of the operating expenses, Will noted two significant operating expenses included in the claims for payment related to winter operations - payment to Ascent Aviation in the amount of \$40,428 and payment to MB Companies for \$14,460.18.

Chair Larry Anderson asked if there were any Board questions or public comments regarding the Claims for Payment. There were no questions or comments.

Motion: Vice Chair Winton Kemmis moved to approve the Claims for Payment

Second: Secretary Treasurer Deb Poteet

Vote: Motion Passed Unanimously

### FINANCIAL REPORT

Director of Finance and Administration Will Parnell mentioned that there was a draw on the 2022 debt series in the amount of \$1.5 million for project expenses. Will noted that this payment will be included as a note in the audited financial statements and it is the only change in the audited financial statement that was included in the Board packet.

Chair Larry Anderson asked if there were any Board questions or public comments regarding the Financial Report. There were none.

Motion: Commissioner Jeff Roth moved to approve the Financial Report as presented.

Second: Vice Chair Winton Kemmis

Vote: Motion Passed Unanimously

### DIRECTOR'S REPORT

Airport Director Brian Ellestad noted that October was another record month for the airport. United took over from Delta as the carrier lead carrier. Delta has held that position for many years. Alaska will be introducing mainline aircraft to MSO beginning with their midday flight on April 16, 2024. Alaska's nonstop to Portland will also be back on our schedule beginning March 14, 2024. Brian also reminded the Board that the air service consultant from Ailevon will be onsite Tuesday December 5<sup>th</sup> for a community meeting on air service and the Department of Transportation's Small Community Air Service grant program.

Brian noted that Morrison-Maierle had submitted the MSO terminal project for an award through the American Counsel of Engineering Companies. The project was awarded the Montana Engineering Excellence Award for 2023. Brian stated that he, Deputy Director Tim Damrow, Shaun Shea of Morrison-Maierle, Chair Larry Anderson and Vice Chair Winton Kemmis travelled to Helena to receive the award.

Deputy Director Tim Damrow gave a construction update. Phase 2 vertical construction is in progress with structural steel nearing completion. The laydown yard and parking expansion project is basically complete. There is some fencing and lighting that need to be added but the expansion should be prepared to open for peak Christmas parking.

Tim also noted that the long-awaited entrance sign is in place and working.

Chair Larry Anderson asked if there were any Board questions or public comments regarding the Director's Report. Vice Chair Winton Kemmis asked if Brian expected United's lead position to hold. Brian responded that it would likely go back and forth between United and Delta for awhile. There were no other questions or comments.

### LEGAL REPORT

Legal Counsel Lynn Fagan noted that staff had just completed the first parallel payroll with UKG, the airport's new HR and payroll software. Lynn praised Nikki Munro, HR Generalist, for her hard work on this implementation.

Lynn also mentioned that Jeff Roth's term on the Board will end on December 31<sup>st</sup>. Jeff has been on the Board since 2012, acted as Chair several times and has been a very engaged Board member. Staff will miss his input. Lynn noted that the County Commissioners will be appointing Pat Boyle as a full Board member and moving David Bell to the first Alternate position. The County is still taking applications for the open Alternate seat.

Finally, Lynn noted that Thad Williams, the airport's Facility Manager, has left our employment after 12 years of service. Thad was a great manager and staff will miss him. The position is being advertised.

Chair Larry Anderson asked if there were any Board questions or public comments regarding the Legal Report. There were none.

### COMMITTEE UPDATES

Executive Committee: Met November 28, 2023, to review the Board agenda.

Finance Committee: Met November 13, 2023

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

#### Fiscal Year 2023 Audit

Director of Finance and Administration Will Parnell introduced Ashley Osten of Moss Adams to the Board. Will stated that Ashley was here from Portland, Oregon to conduct the audit exit interview. Will also stated that Ashley and her team were professional and great to work with and he thanked Ashley for their work and for taking on the engagement.

Ashley thanked the Chair and the Board and presented the Audit results. Ashley went through the auditor opinions and reports. The auditors are prepared to issue an unmodified opinion that the financial statements are presented fairly and in accordance with US GAAP. She stated that although it only takes her seconds to say "unmodified opinion," it takes management all year of following controls to obtain that opinion and gave kudos to management. There were no significant control or compliance findings. Additionally, the audit team looked at the Airport Improvement Program and reviewed all aspects of the program for compliance. Ashley noted that this compliance testing has a very low materiality threshold. Any variance over fifty cents would have to be investigated and potentially reported. Again, there were no control or compliance findings, meaning that the grant funds are appropriately administered. They also issue an opinion on the Passenger Facility Charges and there were no control findings on those.

Ashley then went through required communications. Ashley noted that the airport did adopt two new accounting standards – GASB 94, Public-Private and Public-Public Partnerships and Availability Payment and GASB 96, Subscription-Based Information Technology Arrangements. The auditors found that management had selected accounting policies appropriately and consistent with the prior year.

Ashley called the Board's attention to specific financial statement disclosures, specifically Note 1 on Summary of Significant Accounting Policies, Note 4 Capital Assets, Note 5 Long-Term Debt, Note 6 Lease of Airport Facilities, Note 8 Public Employees' Retirement System, and Note 13 Service Concession Arrangement.

Ashley noted that there were no difficulties encountered during the audit. Will and his team were great to work with. There were also no corrected or uncorrected audit adjustments identified.

Ashley explained that this means that the draft trial balance provided by staff was the same as the audited financial statements.

Chair Larry Anderson asked if there were any further Board questions or public comments. There were none.

Motion: Commissioner Shane Stack moved to accept the Fiscal Year 2023 Audit

Second: Commissioner Adriane Beck

Vote: Motion Passed Unanimously

#### Election of 2024 Board Officers

Chair Larry Anderson noted that the Bylaws required election of officers to be held at the November annual meeting. Larry read Article III, Section 3 of the Bylaws:

The current Chair may nominate a slate of Officers by nominating a Commissioner to serve as Secretary/Treasurer, nominating the current Secretary/Treasurer to serve as Vice Chair and nominating the current Vice Chair to serve as Chair.

Larry then stated that he is proposing to follow the Succession Order, in that Vice Chair Winton Kemmis be elevated to Chair, and that Secretary/Treasurer Deb Poteet be elevated to Vice-Chair. Larry then nominated Alternate Commissioner Pat Boyle to serve as Secretary/Treasurer. Pat will be moved to a full Board Commissioner as of January 1, 2024. Pat has served as an Alternate Commissioner since January 1, 2018.

Larry then called for nominations from the floor three times. Hearing no nominations, a vote was proposed to accept the slate of officers as nominated: Winton Kemmis to serve as Chair, Deb Poteet to serve as Vice Chair, and Pat Boyle to serve as Secretary/Treasurer. The vote was unanimous. The elections become effective on January 1, 2023.

#### Discussion Items

Chair Larry Anderson noted that the next Board meeting will be in the same hybrid format on December 19<sup>th</sup> at 1:30 p.m.

Meeting Adjourned.

MISSOULA COUNTY AIRPORT AUTHORITY  
Facilities and Operations Committee Meeting  
November 28, 2023  
2:30 pm, Johnson Bell Conference Room

THOSE PRESENT

**BOARD:** Chair Larry Anderson  
Vice Chair Winton Kemmis  
Secretary/Treasurer Deb Poteet  
Commissioner Adriane Beck  
Commissioner Jeff Roth  
Commissioner Shane Stack  
Alternate Commissioner Pat Boyle  
Honorary Commissioner Jack Meyer (Call In)

**STAFF:** Director Brian Ellestad  
Deputy Director Tim Damrow  
Director of Finance and Administration Will Parnell  
Legal Counsel Lynn Fagan  
Business Development Manager Dan Neuman  
IT Specialist Dylan O’Leary

**OTHERS:** Shaun Shea, Morrison-Maierle  
Josh Johnson, Minuteman Aviation  
Mike Mamuzich, Minuteman Aviation  
Mark Mamuzich, Minuteman Aviation

Chair Larry Anderson called the meeting to order. The only item on the agenda is discussion of the Minuteman East proposed lease extension.

Airport Director Brian Ellestad noted that Minuteman Aviation had been a good tenant on airport since the early 1980s. Brian stated that due to pressing needs for more parking, staff is recommending a three-year extension on the Minuteman East parcel, which is currently set to terminate in November 2024. Minuteman is requesting a five-year extension. Prior to this request there was communication dating back to 2008 and previous Master Plan detailing the need for Minuteman to consolidate operations to the west side of the airport. Brian also explained that the Lease for Minuteman’s Lifelight parcel is also set to expire in November 2024 and staff is recommending a 12-year extension on that lease due to Minuteman’s capital investment on that parcel. Minuteman is requesting that the Lifelight parcel be added to their main lease, which has a termination date of November 2046.

Deputy Director Tim Damrow then went through a brief overview of Minuteman’s leases on airport and staff’s proposals for modifying the Minuteman West/East lease parcels. Tim then reviewed the parking forecasts that were prepared for the Airport Master Plan. Those forecasts show a projected shortage of 1,218 parking spaces in 2027. Tim noted that the staff’s recommended three-year extension would provide another 4-years for Minuteman’s business continuation planning and staff’s intent to continue to communicate with Minuteman regarding evaluation of forecasted needs versus actual parks. Tim then reviewed the proposed changes to parking that will be completed in summer and fall of 2024 to address immediate parking shortfalls. These changes have an estimated cost of \$1.1 million.



Committee members then asked representatives from Minuteman about their business plans and what actions they have taken towards consolidating their business on the west side of the airport. Mike Mamuzich stated that they have started the design process and have been in communication with a couple of contractors. Mike emphasized that construction costs are currently at an all-time high and that this type of project places a huge burden on their business. Mark Mamuzich noted that their west side leased area has shrunk over the years and that they were fighting for aircraft parking space.

Discussion ensued on how best to address the airport's parking needs and Minuteman's business needs. Vice Chair Winton Kemmis noted that although the Board was sympathetic to Minuteman's challenges, he had hoped to see some written plans at this meeting. Winton asked if the committee would consider a motion to offer Minuteman a three-year lease extension. As there was not a quorum of committee members present, no motion was offered or voted on.

After discussion, Chair Larry Anderson agreed that the length of extension would be put on the full Board's agenda for the December 19<sup>th</sup> meeting.

Meeting Adjourned.

Missoula County Airport Authority  
Check Register By Vendor  
General Checking Account

Row Labels	Vendor Name	Account Name	Amount
12/7/2023	WAYNE DALTON	Rent Car R&M	\$ 978.00
12/11/2023	AILEVON PACIFIC AVIATION CONSULTING, LLC	Marketing	\$ 1,184.66
12/11/2023	CENTURYLINK	Phone Charges	\$ 704.30
12/11/2023	City of Missoula	Sewer Expense	\$ 2,274.03
12/11/2023	City of Missoula	Water Expense	\$ 3,973.68
12/11/2023	Connection	East Concourse FFE	\$ 28,714.98
12/11/2023	ELLESTAD, BRIAN v	Travel Expense	\$ 190.00
12/11/2023	EXACT IMAGE	Uniform Expense	\$ 90.00
12/11/2023	FIRST CALL	Contracted Maintenance	\$ 837.50
12/11/2023	GELDERSMA, AUGUSTUS	Tools/Equipment	\$ 448.31
12/11/2023	GRAINGER	Rent Car R&M	\$ 491.22
12/11/2023	GREAT FLOORS	Building General R&M	\$ 765.00
12/11/2023	GRIZZLY DISPOSAL	Disposal Expense	\$ 280.00
12/11/2023	HILLYARD INC	Custodial Supplies	\$ 2,339.85
12/11/2023	IRONHORSE	Vehicle R&M	\$ 152.00
12/11/2023	KELLY CONNECT	Contracted Maintenance	\$ 254.64
12/11/2023	Microsoft Corp.	Contracted Maintenance	\$ 0.63
12/11/2023	MOTOROLA SOLUTIONS INC	Communication R&M	\$ 1,525.59
12/11/2023	MOUNTAIN SUPPLY	Plumbing Expense	\$ 119.10
12/11/2023	MSLA DOWNTOWN ASSOC	Meals & PR	\$ 6,850.00
12/11/2023	MSLA TEXTILE, INC	Contracted Maintenance	\$ 125.18
12/11/2023	MT ACE	Vehicle R&M	\$ 36.98
12/11/2023	MURDOCHS	Petroleum Products Expense	\$ 39.80
12/11/2023	MURDOCHS	Uniform Expense	\$ 310.34
12/11/2023	MURDOCHS	Vehicle R&M	\$ 90.17
12/11/2023	NAPA	Airfield Maintenance	\$ 87.66
12/11/2023	NAPA	Vehicle R&M	\$ 574.37
12/11/2023	NORCO INDUSTRIAL	Vehicle R&M	\$ 111.60
12/11/2023	NORTHWESTERN ENERGY	Electricity/Gas Expense	\$ 30,589.14
12/11/2023	PLATT ELECTRIC	Computer Equipment Expense	\$ 57.39
12/11/2023	PLATT ELECTRIC	Electric Maintenance	\$ 317.72
12/11/2023	POMP'S TIRE-MISSOULA	Vehicle R&M	\$ 66.00
12/11/2023	QUADIENT	Postage	\$ 286.59
12/11/2023	RISING FAST v	Contracted Maintenance	\$ 37,750.00
12/11/2023	SAPPHIRE RESOURCE CONNECTIONS	EAP Fees	\$ 747.00
12/11/2023	SHIRT SHOP	Uniform Expense	\$ 362.25
12/11/2023	SPECTRUM WINDOW CLEANING	Custodial Services	\$ 8,445.00
12/11/2023	SWEET PEA SEWER	Sewer Expense	\$ 475.00
12/11/2023	TFS-KELLEY CONNECT	Contracted Maintenance	\$ 444.56
12/11/2023	TRI-ARC INC.	Airfield Maintenance	\$ 78.14
12/11/2023	TRI-ARC INC.	Fog Abatement	\$ 432.92
12/11/2023	WAYNE DALTON	Rent Car R&M	\$ 137.52
12/12/2023	AEROTRONICS INC.	Communication R&M	\$ 262.00
12/12/2023	BLACKFOOT COMMUNICATIONS	Phone Charges	\$ 1,645.17
12/12/2023	BMC WEST	Building General R&M	\$ 297.00
12/12/2023	FIRST NATIONAL BANK		\$ 253.96
12/13/2023	GELDERSMA, AUGUSTUS	Travel Expense	\$ 89.00
12/13/2023	HIDAY, ALEX	Travel Expense	\$ 206.00
12/13/2023	SHAFFER, JUSTIN	Travel Expense	\$ 89.00
12/13/2023	WHALEN, ROBERT	Travel Expense	\$ 206.00
12/14/2023	BROWN'S SEPTIC	Sewer Expense	\$ 300.00
12/14/2023	FASTENAL	Vehicle R&M	\$ 12.74
12/14/2023	FIRST NATIONAL BANK		\$ 15,869.34
12/14/2023	HILLYARD INC	Custodial Supplies	\$ 109.13
12/14/2023	KONE	Contracted Maintenance	\$ 1,000.32
12/14/2023	MACARTHUR	Rent Car R&M	\$ 26.33
12/14/2023	Missoula County Public Schools	Employee Training Expense	\$ 165.00
12/14/2023	MOSSADAMS	Accounting Expense	\$ 10,000.00
12/14/2023	MOUNTAIN SUPPLY	Plumbing Expense	\$ 230.70
12/14/2023	MSLA ELECTRIC COOP	Electricity/Gas Expense	\$ 872.64
12/14/2023	MSLA EMERGENCY	Employee Training Expense	\$ 1,140.00
12/14/2023	MSLA FIRE EQUIP, INC	Safety Supplies/Equipment	\$ 62.00
12/14/2023	MSLA OFFICE CITY	Office Supplies	\$ 45.29
12/14/2023	MSLA TEXTILE, INC	Contracted Maintenance	\$ 96.46
12/14/2023	MT DEPT OF LABOR	Contracted Maintenance	\$ 108.00
12/14/2023	MT DOJ CENTRAL SERVICES DIVISION	Memberships	\$ 43.56
12/14/2023	MURDOCHS	Building General R&M	\$ 13.82
12/14/2023	MURDOCHS	Uniform Expense	\$ 441.64
12/14/2023	NAPA	Building General R&M	\$ 89.52
12/14/2023	NORTHWEST INDUSTRIAL	Snow & Ice Removal	\$ 64.49
12/14/2023	PLATT ELECTRIC	Electric Maintenance	\$ 777.62
12/14/2023	QUADIENT	Postage	\$ 200.00
12/14/2023	RDO EQUIPMENT CO.	Vehicle R&M	\$ 9.12
12/14/2023	REPUBLIC SERVICES	Disposal Expense	\$ 2,661.12
12/14/2023	SOLE STONE REIMBURSE	Employee Training Expense	\$ 249.50
12/14/2023	UKG	Computer Equipment Expense	\$ 1,440.00
12/14/2023	VAISALA	Airfield Maintenance	\$ 1,255.14
12/14/2023	VW ICE INC	Office Supplies	\$ 450.00
12/14/2023	WAYNE DALTON	Rent Car R&M	\$ 1,750.00
<b>Grand Total</b>			<b>\$ 176,270.43</b>

Missoula County Airport Authority  
Check Register By Account Name  
General Checking Account

Account Name	Amount
Accounting Expense	\$ 10,000.00
Airfield Maintenance	\$ 1,512.76
Building General R&M	\$ 1,994.84
Communication R&M	\$ 1,793.59
Computer Equipment Expense	\$ 1,497.39
Contracted Maintenance	\$ 42,543.81
Custodial Services	\$ 8,445.00
Custodial Supplies	\$ 2,790.80
Disposal Expense	\$ 2,941.12
EAP Fees	\$ 747.00
East Concourse FFE	\$ 28,714.98
Electric Maintenance	\$ 1,186.27
Electricity/Gas Expense	\$ 31,461.78
Employee Training Expense	\$ 1,849.50
Fog Abatement	\$ 432.92
Jet Bridge R&M	\$ 158.37
Legal Services	\$ 1,275.62
Marketing	\$ 1,184.66
Meals & PR	\$ 6,999.57
Memberships	\$ 163.56
Office Supplies	\$ 985.63
Petroleum Products Expense	\$ 377.32
Phone Charges	\$ 2,349.47
Plumbing Expense	\$ 547.34
Postage	\$ 504.79
Rent Car R&M	\$ 8,067.76
Safety Supplies/Equipment	\$ 62.00
Sewer Expense	\$ 3,049.03
Snow & Ice Removal	\$ 124.43
Tools/Equipment	\$ 842.69
Travel Expense	\$ 3,281.12
Uniform Expense	\$ 3,161.79
Vehicle R&M	\$ 1,249.84
Water Expense	\$ 3,973.68
<b>Grand Total</b>	<b>\$ 176,270.43</b>

Account Name	%
Accounting Expense	5.67%
Airfield Maintenance	0.86%
Building General R&M	1.13%
Communication R&M	1.02%
Computer Equipment Expense	0.85%
Contracted Maintenance	24.14%
Custodial Services	4.79%
Custodial Supplies	1.58%
Disposal Expense	1.67%
EAP Fees	0.42%
East Concourse FFE	16.29%
Electric Maintenance	0.67%
Electricity/Gas Expense	17.85%
Employee Training Expense	1.05%
Fog Abatement	0.25%
Jet Bridge R&M	0.09%
Legal Services	0.72%
Marketing	0.67%
Meals & PR	3.97%
Memberships	0.09%
Office Supplies	0.56%
Petroleum Products Expense	0.21%
Phone Charges	1.33%
Plumbing Expense	0.31%
Postage	0.29%
Rent Car R&M	4.58%
Safety Supplies/Equipment	0.04%
Sewer Expense	1.73%
Snow & Ice Removal	0.07%
Tools/Equipment	0.48%
Travel Expense	1.86%
Uniform Expense	1.79%
Vehicle R&M	0.71%
Water Expense	2.25%
<b>Grand Total</b>	<b>100.00%</b>

**Missoula County Airport Authority  
Claims For Payment  
Credit Card Activity from 11.1.23-11.30.23**

**Note**

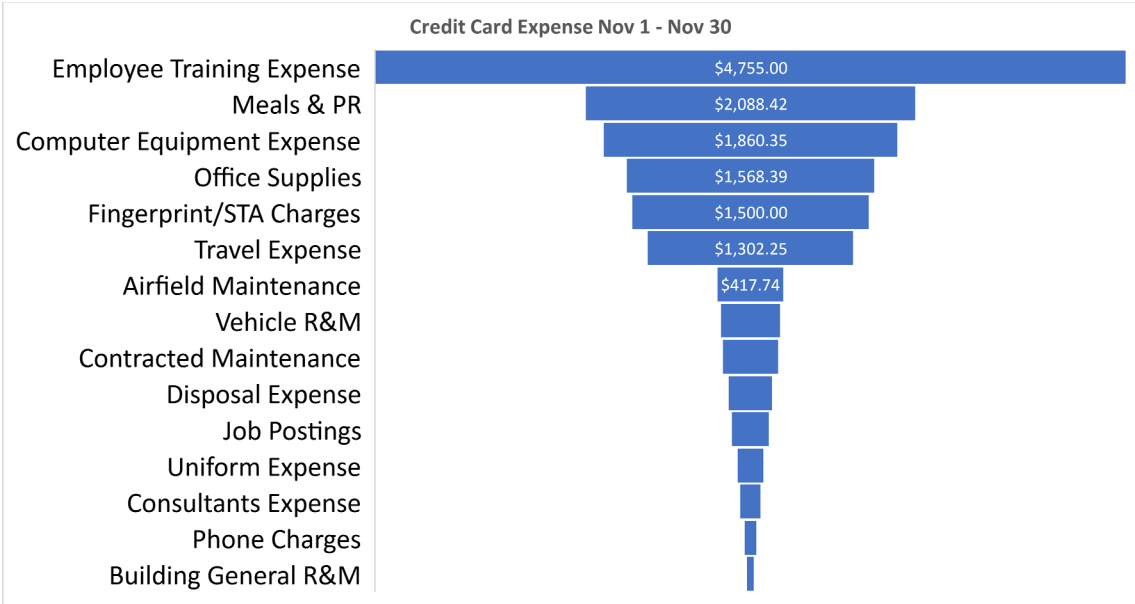
Per Airport policy, payments for prepaid invoices were sent on December 14, 2023.

**FNBO**

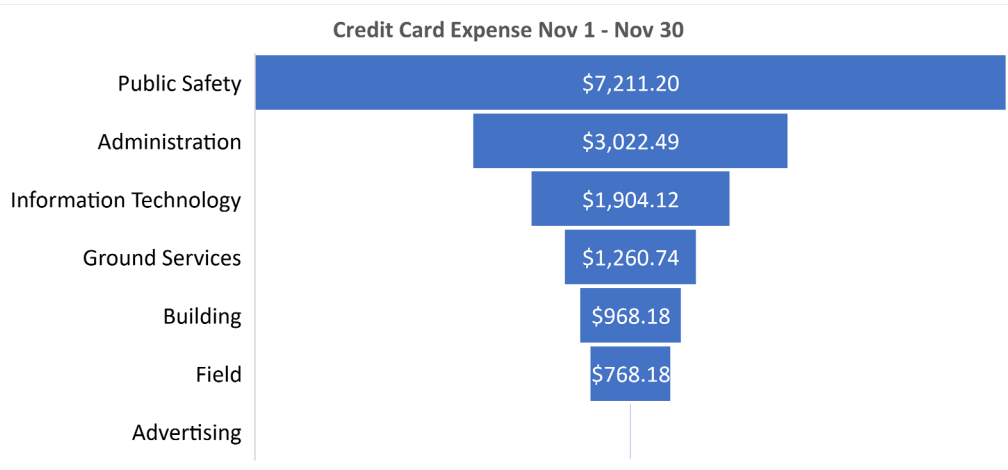
**Credit Card Charges - by Expense Type (paid via Bill.com)**

Legal Services	1,275.62
Communications R&M	6.00
Office Supplies	474.11
Postage	16.40
Petroleum Products Expense	534.38
Tools/Equipment	394.38
Contracted Maintenance	1,926.52
Jet Bridge R&M	158.37
Electric Maintenance	90.93
Plumbing Expense	539.36
Building General R&M	829.50
Rent Car R&M	4,684.69
Airfield Maintenance	91.82
Snow & Ice Removal	59.94
Uniform Expense	1,957.56
Employee Training Expense	295.00
Travel Expense	3,211.87
Memberships	29.00
Meals & PR	297.97
	<u>\$ 16,873.42</u>

Category name	Total	Percent of spend
Employee Training Expense	\$4,755.00	31.40%
Meals & PR	\$2,088.42	13.79%
Computer Equipment Expense	\$1,860.35	12.29%
Office Supplies	\$1,568.39	10.36%
Fingerprint/STA Charges	\$1,500.00	9.91%
Travel Expense	\$1,302.25	8.60%
Airfield Maintenance	\$417.74	2.76%
Vehicle R&M	\$375.60	2.48%
Contracted Maintenance	\$350.17	2.31%
Disposal Expense	\$275.46	1.82%
Job Postings	\$235.00	1.55%
Uniform Expense	\$164.72	1.09%
Consultants Expense	\$130.07	0.86%
Phone Charges	\$74.98	0.50%
Building General R&M	\$44.26	0.29%



Department name	Total	Percent of spend
Public Safety	\$7,211.20	47.62%
Administration	\$3,022.49	19.96%
Information Technology	\$1,904.12	12.58%
Ground Services	\$1,260.74	8.33%
Building	\$968.18	6.39%
Field	\$768.18	5.07%
Advertising	\$7.50	0.05%





**Director's Report  
December 15, 2023**

**Director's Statement:** We are still waiting for one of our airlines to report November traffic, but it appears to be almost identical to both 2019 and last year. Year to date we are 2% ahead of 2019 and 8.5% ahead of last year. We have been trending 90% load factor the past several months so if we get at least 80% load factors in December we will have exceeded our previous passenger record we set in 2019.

**Air Service Update:** As this calendar year winds down, we continue to have record load factors that should drive expanded service next year. Alaska Airlines finally loaded their summer flight schedule and are up substantially in seats year-over-year. They will have 4 daily Seattle flights with one of them mainline, daily Portland and Saturday San Diego during our peak summer period. Overall, we could be up almost 10% in seats year-over-year this summer. Sun Country will start June 26<sup>th</sup> and run through August 24<sup>th</sup> on Wednesdays and Saturdays.

On Tuesday December 5<sup>th</sup> we hosted a community event to discuss applying for a Department of Transportation's Small Community Development Grant. Great community participation and discussion. We are having follow up conversations with Destination Missoula/TBID, Glacier Country and Missoula Economic Partnership on our next steps.

**Construction:** Steel installation continues to move forward with concrete floors, just a few sections in the basement to finish up. Steel work continues with the focus on getting the roof completed. Inside framing has started and it will take several more months to get the building fully enclosed and weather proofed so that interior final finishing work can begin.

**Board Agenda:** we will have several items on this month's agenda.

Minuteman East and Life Flight Lease extension.

Dollar Rent a Car and Missoula Car Rental off Airport Leases.

Morrison-Maierle Task Order for stormwater pollution prevention plan (SWPPP).

Morrison-Maierle Task Order for Aviation Way roadway rehabilitation design.

Morrison-Maierle/Martel Phase one balancing change order

**Master Plan:** We held a Stakeholder working group meeting Thursday December 14<sup>th</sup>, once again great attendance. I believe we came up with two alternatives for our secondary runway with a clear preferred recommendation that we will be presenting at our community meetings.

**Federal Affairs:** More funding deadlines are forthcoming. As you may recall, Congress passed a Continuing Resolution which has a two-tier structure that funds some federal departments and agencies through January 19, 2024, while others are funded through February 2, 2024. The Department of Transportation and Federal Aviation Administration are funded through the January date while the Department of Homeland Security, Transportation Security Administration, and Customs and Border Protection will see their funding extended into February. This past Monday evening the House passed H.R. 6503, a bill to extend aviation programs and excise taxes through March 8, 2024, with the Senate expected to follow suit later this week. This latest stop gap measure moving through Congress will give lawmakers more time to figure out a path forward and hopefully complete action on comprehensive FAA reauthorization bill early next year.

**Misc:** Music in the terminal, starting Sunday, MSO will be hosting a variety of holiday entertainment in the terminal! If you're traveling with us on these days between 11am-1pm, be sure to build in extra time to take in these special musical performances!

UM Flute Choir 12/17

Tom Catmull Music 12/17 // 12/22

John Floridis Music 12/18 // 12/20 // 12/23

Garden City Strings 12/19

Andrea Harsell Music 12/21

TSA audit went well as expected, Jesse does a great job keeping us in compliance. TSA is doing some follow up with our airlines.

Last week we did some Public Safety position testing. We currently do not have any openings, but we create a potential hiring list every year that we can pull from as needed. We had 35 applicants that we put through testing.

Finally, Jeff Roth will be leaving our Airport Board after this final meeting. Jeff has been on the Board since January of 2012 and will be sincerely missed. I really enjoyed his time on the Board, and I am sure you all share the same thoughts. Jeff did two terms as Board Chair during his tenure, he brought us lots of knowledge, and he has always made himself available to staff for all our questions. Jeff, you will be missed!

**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: December 19, 2023

**1. TITLE:** Minuteman East and Life Flight Lease Term Extension

Review, discussion, and possible approval of extending Minuteman East and Life Flight Lease Term **ACTION ITEM**

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

**UNFINISHED BUSINESS**      NEW      BUSINESS      COMMITTEE      REPORTS  
INFORMATION/DISCUSSION ITEM

**3. TIME REQUIRED:** 10 Minutes

**4. BACKGROUND INFORMATION:** Minuteman Aviation has had a ground lease for their east facility since May 1989, and has had several extensions over the years. The last extension was a 5-year extension in 2019. That lease amendment notes that Minuteman East lease shall not be extended and shall be terminated on November 30, 2024. The Board minutes also reflected the airport's desire to consolidate Minuteman operations to one side of our property. Discussions of relocating Minuteman East began as early as the 2008 Master Plan-creating an area for terminal and parking developments with multiple locations identified in our 2009 Airport Layout Plan drawings. The Airport is currently updating our Airport Master Plan with updated passenger and parking forecasts. Staff has determined with modifications to their current lease area based on future projections that we are able to give Minuteman East a three-year lease extension at this time until November 30, 2027. Upon lease termination, Minuteman Aviation will need to remove buildings as required by the lease. Minuteman has requested a 5-year extension. It is the staff's position that the airport will need the MM East parcel for parking in 2027 based on current parking forecasts.

Minuteman Aviation also has a second lease nearing termination on the west side of the terminal. April 2017, they purchased and took over the Life Flight hangar, that lease ends in November of 2024. Staff is recommending that the lease be extended until November of 2036 due to a recent capital investment Minuteman made in that facility. Minuteman has requested that the Life Flight hangar parcel be added to their FBO lease, whose term extends to 2046. The staff's position is that the capital improvements do not justify a 22-year lease extension.

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

**6. SUPPLEMENTAL AGENDA INFORMATION:** Upon agreement on length of lease extensions, updated lease amendment will be brought to the January Board for final approval.

**7. RECOMMENDED MOTION:** Move to approve a 3-year lease extension on Minuteman East and a 12-year extension to Minuteman's Life Flight Hangar.

**8. PREPARED BY:** Brian Ellestad

**9. COMMITTEE REVIEW:** Discussed at November's (November 28, 2023) Facility and Operations Committee. The committee would like to see actual construction progress before any future short-term extensions are granted beyond 2027.



**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: December 19, 2023

1. **TITLE:** Dollar Car Rental Off Airport Lease Agreement  
  
Review, discussion, and possible approval of Dollar Car Rental Off Airport Lease Agreement  
**ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)  
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** Dollar Car Rental has been operating at Missoula Airport for many years. All off-airport car rental companies operating at the airport are required to have an Off Airport Rental Car Agreement. Dollar has been operating under the holdover provision of their current agreement. This agreement requires Dollar pay 6% of their gross receipts to MCAA. It allows Dollar to use the commercial lane and/or to leave cars within the paid parking lot. Dollar generally runs a shuttle to pick up their customers. They have been a great partner and are up-to-date with all their required payments and reports.
5. **BUDGET INFORMATION:** Amount Required: N/A
6. **SUPPLEMENTAL AGENDA INFORMATION:** Off Airport Rental Car Agreement attached
7. **RECOMMENDED MOTION:** Move to approve the Off Airport Rental Car Agreement with Dollar Car Rental.
8. **PREPARED BY:** Lynn Fagan
9. **COMMITTEE REVIEW:** None

## OFF AIRPORT RENTAL CAR AGREEMENT

This Off Airport Rental Car Operation and Facilities Use Agreement (“the Agreement”) is made and entered into this 19<sup>th</sup> day of December, 2023, by and between the MISSOULA COUNTY AIRPORT AUTHORITY (“the Authority”) a municipal airport authority created pursuant to Montana law, and CLARK FORK VALLEY RENTALS, INC., dba as DOLLAR CAR RENTAL, a Montana corporation (“the Operator”).

### RECITALS

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("Airport").
2. The Operator owns and operates an automobile rental company and desires to operate a passenger shuttle service at the Airport for the purpose of transporting its customers between the Airport and the Operator’s place of business located off the Airport.

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

### Article 1 Term

- 1.1 The term of this Agreement shall commence on January 1, 2024, and terminate on June 30, 2025, unless sooner terminated as provided herein.

### Article 2 Contract Fee

- 2.1 Operator shall pay to the Authority a monthly contract fee equal to six percent (6%) of each month's gross receipts as hereinafter defined from car rentals to customers picked up at the Missoula Montana Airport (“Contract Fee”).
- 2.2 “Gross Receipts” as used throughout the Agreement means all charges which are received by Operator from its Airport Customers EXCEPT any charges that are passed directly through to the customers and from which the Operator does not earn a profit or percentage.
- 2.3 “Airport Customer” as used throughout this Agreement means anyone who is transported to or from the Airport by the Operator, its driver or agent, for the purpose of conducting a transaction for a rental car as governed by this Agreement.
- 2.4 Operator agrees to conduct its business practices and to deal with its customers with fairness and integrity. In this regard, it is expected that Operator will include in its charges to customers all of its costs, expenses and profits. However, Operator agrees that if the Contract Fee is listed as a separate charge in any of the Operator’s advertised rates or rental agreements, such separate charge shall be disclosed to the customer at the time of reservation and again at the time of the actual rental. Furthermore, if the Contract Fee is charged, it must be charged to all customers in a fair and consistent manner. Such fee shall be disclosed and shall not be listed as a surcharge or tax and shall not exceed 6%.

- 2.5 Operator shall pay all fees due under this Agreement to the Authority on or before the 20<sup>th</sup> of each month. All payments made under this Agreement will be sent to the Authority at the address set forth in this Agreement, or to whatever other person and/or address the Authority designates in writing.
- 2.6 Operator shall pay a late charge of ten cents (\$.10) for each one dollar of each payment that is more than twenty (20) days in arrears to cover the extra expense involved in handling delinquent payments. Any payment made after that date will not be considered complete unless it includes this late payment charge. Late charges accrue interest at the rate of ten (10%) percent per annum. Operator will be in default under this Agreement until the late payment charge is paid.

### **Article 3 Statements, Books and Records**

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

#### **Article 4 Audit**

- 4.1 Authority reserves the right, at Authority's expense, to audit the Operator's books and records of receipts at any time for the purpose of verifying Operator's gross receipts. If, as a result of such audit, it is established that Operator has understated the gross receipts by five (5%) percent or more, the entire expense of said audit shall be borne by Operator. Any fees due as a result of an audit shall include interest at ten (10%) percent per annum from the date such fees were originally due. Additional fees due as a result of an audit shall be paid within 30 days of the completion of the audit.
- 4.2 The Authority at its own cost may conduct "curbside" inspections for the purpose of verifying contract compliance. Operator agrees to assist the Authority by supplying the name of vehicle renters returning to or departing from the Airport.

#### **Article 5 Use of Premises**

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

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

- 6.1 Operator shall require its personnel who deal with the public to be neat, clean and courteous. Operator shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner.
- 6.2 Operator shall furnish prompt and efficient rental car service adequate to meet all reasonable demands for automobile rental. Rental automobiles will be maintained in good operating order, free from known mechanical defects, and in a clean, neat and attractive condition, inside and out.
- 6.3 Operator, in conducting its business on the Airport, will observe and obey all valid laws, ordinances, and reasonable Airport Rules and Regulations now in force or hereinafter adopted governing the conduct of Operator and its employees.
- 6.4 The Authority reserves the following rights:
- a. The right to further develop or improve its property as it sees fit regardless of the desires or views of Operator and without interference or hindrance from Operator.
  - b. Notwithstanding anything contained in this Agreement that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement for Operator to use the Airport are non-exclusive.

**Article 7**  
**Indemnity and Insurance**

- 7.1 It is specifically understood and agreed that Operator is engaged in an independent business enterprise using the Airport premises, and Operator is responsible for the acts and omissions of Operator's owners, officers, agents and employees. As further consideration for the use of Airport premises, Operator agrees to indemnify and hold the Authority and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which the Authority, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Operator, its officers, agents or employees in the use of the Airport and its facilities. Operator shall give the Authority, and the Authority shall give Operator, prompt and timely notice of any claims made or service of process in any suit or action concerning any such injuries or damage of which the party giving such notice shall be aware.
- 7.2 Operator shall promptly, prior to operating under this Agreement, secure liability insurance in the single limit amount of not less than \$2,000,000.00 for bodily injury and property damage per occurrence, in a company(ies) acceptable to the Authority, in which policy the Authority shall be named as additional insured. The Operator shall annually furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days' prior written notice of such cancellation to the Authority.

- 7.3 The Operator shall further obtain and maintain, during the term of this Agreement, comprehensive automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit, for bodily injury and property damage.
- 7.4 The Operator shall maintain Workers' Compensation benefits and employers' liability insurance in the amount of and form required in accordance with applicable law.
- 7.5 All such insurance policies will be in a form or forms which satisfy the requirements of the Airport's Primary Guiding Documents as the same may exist or be amended from time to time and will name the Authority as additional insured and/or loss payee, or as holding such other additional interest as may be appropriate. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Operator's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Operator's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Operator's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or neglect connected with or arising from the operations of Operator under this Agreement.

## **Article 8 Default**

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

- 8.5 In the event of a default in payment by Operator, the Authority shall have the right to require an audit of Operator's books as provided in Section 4.1, provided however, the expense of said audit shall be borne by Operator.

### **Article 9 Assignment**

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

### **Article 10 Successors and Assigns**

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

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

- 11.1 Operator agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 11.2 The Operator shall comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation, and as these regulations may be amended.
- 11.3 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- 11.4 Each year, no later than ninety (90) days following September 30<sup>th</sup>, Operator shall provide MCAA with the following information:
- The name and address of each certified ACDBE with which it has done business during the past year;

- A description of the nature of the services performed by and/or items purchased from each firm named;
- The dollar value of each transaction;
- Total dollar value for goods and services in categories identified by MCAA.

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

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

**Article 12  
Notice**

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

The Authority:  
 Airport Director  
 Missoula Montana Airport  
 5225 Highway 10 West  
 Missoula, MT 59808

Operator:  
 Dollar Car Rental  
 Attn: Eric Grusch  
 1905 West Broadway  
 Missoula, MT 59808

**Article 13  
Miscellaneous**

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



responsible for all employer contributions for Worker's Compensation and other insurance programs and withholdings required by state and federal law.

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

Missoula County Airport Authority

Operator

\_\_\_\_\_  
Brian Ellestad, A.A.E.  
Airport Director

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

**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: December 19, 2023

1. **TITLE:** Missoula Car Rental Agreement  
  
Review, discussion, and possible approval of Missoula Car Rental Off Airport Lease Agreement **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)  
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** All off-airport car rental companies operating at the airport are required to have an Off Airport Rental Car Agreement. Missoula Car Rental is new to MSO and operates seasonally from May through September. This agreement is identical to the Dollar agreement and requires Missoula Car Rental pay 6% of their gross receipts to MCAA. It also allows them to use the commercial lane and/or to leave cars within the paid parking lot.
5. **BUDGET INFORMATION:** Amount Required: N/A
6. **SUPPLEMENTAL AGENDA INFORMATION:** Off Airport Rental Car Agreement attached
7. **RECOMMENDED MOTION:** Move to approve the Off Airport Rental Car Agreement with Missoula Car Rental.
8. **PREPARED BY:** Lynn Fagan
9. **COMMITTEE REVIEW:** None

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

This Off Airport Rental Car Operation and Facilities Use Agreement ("the Agreement") is made and entered into this 13 day of December, 2023, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("the Authority") a municipal airport authority created pursuant to Montana law, and MISSOULA CAR RENTAL,LLC, a limited liability company organized under the laws of the State of Montana ("the Operator").

**RECITALS**

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("Airport").
2. The Operator owns and operates an automobile rental company and desires to operate a passenger shuttle service at the Airport for the purpose of transporting its customers between the Airport and the Operator's place of business located off the Airport.

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

**Article 1  
Term**

- 1.1 The term of this Agreement shall commence on December 1, 2023, and terminate on June 30, 2025, unless sooner terminated as provided herein.

**Article 2  
Contract Fee**

- 2.1 Operator shall pay to the Authority a monthly contract fee equal to six percent (6%) of each month's gross receipts as hereinafter defined from car rentals to customers picked up at the Missoula Montana Airport ("Contract Fee").
- 2.2 "Gross Receipts" as used throughout the Agreement means all charges which are received by Operator from its Airport Customers EXCEPT any charges that are passed directly through to the customers and from which the Operator does not earn a profit or percentage.
- 2.3 "Airport Customer" as used throughout this Agreement means anyone who is transported to or from the Airport by the Operator, its driver or agent, for the purpose of conducting a transaction for a rental car as governed by this Agreement.
- 2.4 Operator agrees to conduct its business practices and to deal with its customers with fairness and integrity. In this regard, it is expected that Operator will include in its charges to customers all of its costs, expenses and profits. However, Operator agrees that if the Contract Fee is listed as a separate charge in any of the Operator's advertised rates or rental agreements, such separate charge shall be disclosed to the customer at the time of reservation and again at the time of the actual rental. Furthermore, if the Contract Fee is charged, it must be charged to all customers in a fair and consistent manner. Such fee shall be disclosed and shall not be listed as a surcharge or tax and shall not exceed 6%.



- 2.5 Operator shall pay all fees due under this Agreement to the Authority on or before the 20<sup>th</sup> of each month. All payments made under this Agreement will be sent to the Authority at the address set forth in this Agreement, or to whatever other person and/or address the Authority designates in writing.
- 2.6 Operator shall pay a late charge of ten cents (\$.10) for each one dollar of each payment that is more than twenty (20) days in arrears to cover the extra expense involved in handling delinquent payments. Any payment made after that date will not be considered complete unless it includes this late payment charge. Late charges accrue interest at the rate of ten (10%) percent per annum. Operator will be in default under this Agreement until the late payment charge is paid.

**Article 3**  
**Statements, Books and Records**

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



**Article 4**  
**Audit**

- 4.1 Authority reserves the right, at Authority's expense, to audit the Operator's books and records of receipts at any time for the purpose of verifying Operator's gross receipts. If, as a result of such audit, it is established that Operator has understated the gross receipts by five (5%) percent or more, the entire expense of said audit shall be borne by Operator. Any fees due as a result of an audit shall include interest at ten (10%) percent per annum from the date such fees were originally due. Additional fees due as a result of an audit shall be paid within 30 days of the completion of the audit.
- 4.2 The Authority at its own cost may conduct "curbside" inspections for the purpose of verifying contract compliance. Operator agrees to assist the Authority by supplying the name of vehicle renters returning to or departing from the Airport.

**Article 5**  
**Use of Premises**

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



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

- 6.1 Operator shall require its personnel who deal with the public to be neat, clean and courteous. Operator shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner.
- 6.2 Operator shall furnish prompt and efficient rental car service adequate to meet all reasonable demands for automobile rental. Rental automobiles will be maintained in good operating order, free from known mechanical defects, and in a clean, neat and attractive condition, inside and out.
- 6.3 Operator, in conducting its business on the Airport, will observe and obey all valid laws, ordinances, and reasonable Airport Rules and Regulations now in force or hereinafter adopted governing the conduct of Operator and its employees.
- 6.4 The Authority reserves the following rights:
- a. The right to further develop or improve its property as it sees fit regardless of the desires or views of Operator and without interference or hindrance from Operator.
  - b. Notwithstanding anything contained in this Agreement that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement for Operator to use the Airport are non-exclusive.

**Article 7**  
**Indemnity and Insurance**

- 7.1 It is specifically understood and agreed that Operator is engaged in an independent business enterprise using the Airport premises, and Operator is responsible for the acts and omissions of Operator's owners, officers, agents and employees. As further consideration for the use of Airport premises, Operator agrees to indemnify and hold the Authority and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which the Authority, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Operator, its officers, agents or employees in the use of the Airport and its facilities. Operator shall give the Authority, and the Authority shall give Operator, prompt and timely notice of any claims made or service of process in any suit or action concerning any such injuries or damage of which the party giving such notice shall be aware.
- 7.2 Operator shall promptly, prior to operating under this Agreement, secure liability insurance in the single limit amount of not less than \$2,000,000.00 for bodily injury and property damage per occurrence, in a company(ies) acceptable to the Authority, in which policy the Authority shall be named as additional insured. The Operator shall annually furnish satisfactory evidence that such insurance is in effect and will not be canceled during the



term of this Agreement without thirty (30) days' prior written notice of such cancellation to the Authority.

- 7.3 The Operator shall further obtain and maintain, during the term of this Agreement, comprehensive automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit, for bodily injury and property damage.
- 7.4 The Operator shall maintain Workers' Compensation benefits and employers' liability insurance in the amount of and form required in accordance with applicable law.
- 7.5 All such insurance policies will be in a form or forms which satisfy the requirements of the Airport's Primary Guiding Documents as the same may exist or be amended from time to time and will name the Authority as additional insured and/or loss payee, or as holding such other additional interest as may be appropriate. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Operator's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Operator's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Operator's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or neglect connected with or arising from the operations of Operator under this Agreement.

#### **Article 8 Default**

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



- 8.4 The rights and remedies herein granted to the Authority shall be in addition to any other rights and remedies to which the Authority is by law entitled and not in lieu thereof.
- 8.5 In the event of a default in payment by Operator, the Authority shall have the right to require an audit of Operator's books as provided in Section 4.1, provided however, the expense of said audit shall be borne by Operator.

**Article 9  
Assignment**

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

**Article 10  
Successors and Assigns**

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

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

- 11.1 Operator agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 11.2 The Operator shall comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation, and as these regulations may be amended.
- 11.3 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- 11.4 Each year, no later than ninety (90) days following September 30<sup>th</sup>, Operator shall provide MCAA with the following information:
- The name and address of each certified ACDBE with which it has done business during the past year;
  - A description of the nature of the services performed by and/or items purchased from each firm named;
  - The dollar value of each transaction;
  - Total dollar value for goods and services in categories identified by MCAA.



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

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

#### **Article 12 Notice**

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

The Authority:  
Airport Director  
Missoula Montana Airport  
5225 Highway 10 West  
Missoula, MT 59808

Operator:  
Missoula Car Rental  
Attn: Steven Delisle  
116 Glacier Drive, Suite 107  
Lolo, MT 59847

#### **Article 13 Miscellaneous**

- 13.1 In the event any covenant, term, condition or provisions set forth herein is held invalid by any court of competent jurisdiction, the invalidity of such covenant, term or provision shall in no way effect the remainder of this Agreement. It is further understood and agreed that the paragraph headings set forth herein are for convenience only and shall in no way effect the interpretation or construction of this Agreement.
- 13.2 The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
- 13.3 In performance of its duties under this Agreement, Authority and Operator both are and shall remain, independent entities. No provision of this agreement shall be construed to make either party, its officers, agents, contract consultants, or employee individually or collectively, employees of, or partners or joint venturers with the other. Further, each party is responsible for the acts and omissions connected with the work and persons directly or indirectly employed including their subconsultants and their employees. Operator shall be responsible for all employer contributions for Worker's Compensation and other insurance programs and withholdings required by state and federal law.
- 13.4 This Agreement represents the entire agreement of the parties and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior

agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.

- 13.5 In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, outofpocket 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, outofpocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
- 13.6 The place of performance of this Agreement shall be in Missoula County, Montana. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
- 13.7 This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties.
- 13.8 The parties represent and warrant that each has taken all official, company or corporate action necessary to authorize the execution and performance of this Agreement.
- 13.9 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 13<sup>th</sup> day of December, 2023.

Missoula County Airport Authority

Operator

\_\_\_\_\_  
Brian Ellestad, A.A.E.  
Airport Director

Steve Defosse  
\_\_\_\_\_  
By:  
Its: managing member



**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: December 19, 2023

**1. TITLE:** South Concourse Deductive Change Orders

Review, discussion and possible approval of a deductive change order to the respective contract GMP for Martel Construction as it relates to the Core, Shell and Interiors Project for the South Concourse. **ACTION ITEM**

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

**3. TIME REQUIRED:** 5 Minutes

**4. BACKGROUND INFORMATION:** While the South Concourse has been operational for over a year, the final punch list and warranty items were still being addressed. Now that all items have been officially closed out, a deductive change order is necessary to close the project out and reconcile unused budgets.

The unused budget from Martel Contract #14 will be advanced to the East Concourse Project (Contract #24) as additional contingency budget. The reason for the deductive change orders is due to the responsible fiscal management of the project team and an underrun of our contingencies on the project.

Martel Contract #14, Change Order #3 – Core, Shell and Interiors = (\$22,859.15)  
Martel Contract #24, Change Order #2 – East Concourse Construction = \$22,859.15

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

**6. SUPPLEMENTAL AGENDA INFORMATION:**  
Martel Construction Deductive Change Order #3 to Contract #14  
Martel Construction Additive Change Order #2 to Contract #24

**7. RECOMMENDED MOTION:** Move to accept the deductive change order to Martel Contract #14 in the amount of \$22,859.15 and the additive change order to Martel Contract #24 in the amount of \$22,859.15.

**8. PREPARED BY:** Tim Damrow

**9. COMMITTEE REVIEW:** None



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

## Change Order

November 8, 2023

<b>PROJECT #</b>	<b>20-001</b>
MSO Core, Shell, Interiors 5225 HWY 10 West Missoula, MT 59808 Contract Amendment #14	

<b>Owner</b>
Missoula MT Airport 5225 HWY 10 West Missoula MT 59808

Attn: Shaun Shea

### Change Order # 3

The Contract is changed as follows:

<b>Deductive CO for unused contingency in the MSO CSI Project</b>	<b>-22,859.15</b>
<b>To be moved forward to the MSO ECE Project</b>	
Subtotal:	<b>(22,859.15)</b>

**Total Amount of Change Order** **(22,859.15)**

<b>The Original Contract Sum was</b>	<b>36,039,184.00</b>
<b>Net Change by Previously Authorized Change Orders</b>	<b>292,985.69</b>
<b>The Contract Sum Prior to this Change Order</b>	<b>36,332,169.69</b>
<b>The Amount of this Change Order is</b>	<b>(22,859.15)</b>
<b>The New Contract Sum Including this Change Order</b>	<b>36,309,310.54</b>

CONTRACTOR:

**Martel Construction, Inc.**

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

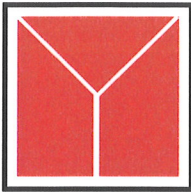
Date: 11/8/2023

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 8, 2023

<b>PROJECT #</b>	<b>22.010</b>
MSO ECE 5225 HWY 10 West Missoula, MT 59808 Contract Amendment #24	

<b>Owner</b>
Missoula MT Airport 5225 HWY 10 West Missoula MT 59808

Attn: Shaun Shea

### Change Order # 2

The Contract is changed as follows:

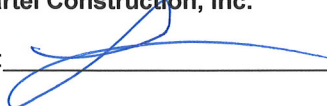
<b>Additive Change Order to move Contingency funds, which were not used in Contract Amendments #14 (MSO CSI) to the ECE Project Contingency.</b>	<b>22,859.15</b>
<b>Subtotal:</b>	<b>22,859.15</b>

**Total Amount of Change Order** **22,859.15**

<b>The Original Contract Sum was</b>	<b>42,330,278.00</b>
<b>Net Change by Previously Authorized Change Orders</b>	<b>96,181.93</b>
<b>The Contract Sum Prior to this Change Order</b>	<b>42,426,459.93</b>
<b>The Amount of this Change Order is</b>	<b>22,859.15</b>
<b>The New Contract Sum Including this Change Order</b>	<b>42,449,319.08</b>

CONTRACTOR:

Martel Construction, Inc.

By: 

Date: 11/8/2023

OWNER:

Missoula MT Airport

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

Date: \_\_\_\_\_

**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: December 19, 2023

1. **TITLE:** Task Order No. 56 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion and possible approval of Task Order No. 56 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for the completion of Final Design Services for the reconstruction of Aviation Way 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:** Aviation Way parallels Broadway on the north side of the Airport. It serves as the main roadway that connects businesses, passengers, public safety, operations, rental cars, FBOs, etc. across the northern portion of the Airport.

Airport staff can no longer keep up with the annual maintenance needs of Aviation Way, and it is time to reconstruct the roadway. There are also segments of the road that need to be widened out to accommodate additional traffic and the size of vehicles using this road.

The reconstruction efforts will consist of strengthening the pavement section, widening specific sections of the road, and improving storm drainage along the corridor. The project will be divided into two schedules (west of the terminal access road and east of the terminal access road). Design for this project would begin immediately and bid in May, 2024. Construction costs are estimated to be \$2,000,000.

5. **BUDGET INFORMATION:** Amount Required: \$197,500.00  
*This project is not eligible for federal funds, so will be paid for with reserves*

6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 56 Scope and Fee

7. **RECOMMENDED MOTION:** Move to Approve Task Order No. 56 with Morrison-Maierle for \$197,500.00 to complete the Final Design of the Aviation Way Reconstruction Project.

8. **PREPARED BY:** Brian Ellestad

9. **COMMITTEE REVIEW:** None.

## TASK ORDER-56

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

#### Task Order

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

#### SPECIFIC PROJECT DATA

##### TITLE: AVIATION WAY RECONSTRUCTION – FINAL DESIGN

- I. **Objective:** To prepare final design documents for the reconstruction of Aviation Way. The project will consist of two schedules (Aviation Way West of the terminal entrance and Aviation Way East of the terminal entrance). This includes connections to approaches for the businesses along Aviation Way, potential utility relocations (along the east side), and widening of the roadway in some locations. Morrison-Maierle will also assist with the bidding process.

**Final Design Services:** This phase will involve the development of plans and specifications that will be used for bidding. This also includes geotechnical work and survey. Deliverables include engineer's estimate of probable cost, construction safety and phasing plan, project specifications and bid documents.

**Bidding Services:** This Task Order assumes that this project will begin advertising for bid in early May 2024. Morrison-Maierle will work with MCAA to place the necessary advertisements and schedule the pre-bid meetings.

**Construction Management Services:** TBD

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

- Final Plans for bidding purposes
- Recommendation of Award for construction

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

#### A. Project Management Services

1. Develop scope, fees and project schedule. Coordinate with design team on their role, expectations, and scope/fee submittals.
2. Communicate project progress, design issues, scheduling, construction project scope, bid opening dates and miscellaneous project requirements with the OWNER and FAA-Helena ADO. Provide oversight and quality control, check documents and organize project information. Milestone meetings will also include a review of project costs and schedule updates. The following are estimated communication points used to properly manage the project:
  - Kick-Off Meeting
  - Internal Design Team Meetings (weekly)
  - OWNER Milestone Submittal Meetings (2 meetings)
  - Coordination with Owner, Airport Tenants, Utility Providers, Missoula County Public Works and Montana Department of Transportation.



3. Coordinate, prepare and submit the following project documents on behalf of the OWNER:
  - Environmental Documentation (CAT-EX)
  - 7460 for Airspace Analysis
  - Monthly Invoicing and Request For Reimbursement paperwork
4. Complete internal quality assurance reviews.

## **B. Final Design**

1. Perform site survey for the design of the reconstruction areas. This survey will include:
  - Landside topography
  - Control and Utility Verification
2. Solicit and contract with a Geotechnical subconsultant. Assist subconsultant with on-site investigations (provide badged airside escort) for two calendar days. Review geotechnical report and incorporate recommendations into designs.
3. Review existing conditions (pavements and utilities) for use in future design, capacity, and construction connections.
4. Prepare a 7460 on the preliminary layout, submit to the FAA for airspace review.
5. Prepare a simplified Construction Safety and Phasing Plan (CSPP) to address specific impacts of construction activities on Airport Operations.
6. Finalize the demolition plan for Aviation Way. Itemize, quantify demolition work items.
7. Finalize plan and profile, grading plans for Aviation Way. This shall include overall grading plan for connections to existing business approaches.
8. Finalize mill and overlay extents with connections and grading plan.
9. Develop alternatives (pavement type, grades, collection system) in the area of the QTA that will help preserve the road in consideration with the cleaning chemicals used at the QTA.
10. Finalize utility layouts for Aviation Way. This shall include minimizing disruption to existing utilities, and relocation of those that will impact construction operations. Those anticipated utilities in conflict are power, fiber and natural gas.
11. Finalize storm drainage design and calculations for Aviation Way. This shall include routing and collection of storm drainage along the road. Improving deficiencies with the existing drainage along the road, and connections to the Airport's storm drainage system when necessary.
12. Finalize design of new guardrail system on the eastern end of Aviation Way.
13. Finalize custom directional signage and pavement marking layouts for Aviation Way.
14. Finalize standard details for Aviation Way.
15. Prepare ENGINEER's opinion of total construction costs based on final bidding documents.
16. Complete Quality Assurance reviews of the project plans as necessary through Final Design.
17. Prepare final Plans and Specifications to the OWNER for review.

## **C. Bidding Process**



1. This project is assumed to be bid as one project under two construction schedules:
  - Schedule A: Aviation Way – West
  - Schedule B: Aviation Way – East
2. Prepare bidding documents, Invitation To Bid, Bidder’s List and advertise for bidding.
3. Distribute electronic plans and specifications to contractors, suppliers and manufacturers via the ENGINEER’s website and online bidding services.
4. Conduct Pre-Bid Conference to discuss expectations, Airport operational safety during construction, Airport security requirements, and project construction schedule with prospective contractors.
5. Respond to bidder inquiries during the advertisement period; coordinate all design team responses and prepare addendums to Plans and Specifications as required.
6. Attend bid opening, review bid proposals, verify accuracy, review DBE participation and verify contractor qualifications and Buy American on all submittals of the Contractor. Prepare bid tabulations.
7. Make recommendation of award to the OWNER.

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

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

<u>Milestone</u>	<u>Completion Date</u>
A. Project Kickoff	January 3, 2024
B. 50% Milestone Review	Late February, 2024
E. 90% Milestone Review	Mid April, 2024
F. Bid Advertisement	April 28, 2024
G. Pre-Bid Conference	May 7, 2023
H. Bid Opening	May 21, 2024
I. Bid Award	May 28, 2024

**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	\$155,653	\$41,847	\$197,500

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

**SECTION 6 – CONSULTANTS:** Tetra Tech – Geotechnical Services

**SECTION 7 – OTHER MODIFICATIONS TO MASTER AGREEMENT:** None.

**SECTION 8 – ATTACHMENTS:** 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 19, 2023**

**ENGINEER**

<u>Shaun P. Shea</u>	<u>12.19.23</u>
<i>Signature</i>	<i>Date</i>
<u>Shaun P. Shea, P.E.</u>	
<i>Name</i>	
<u>Vice President, Morrison-Maierle</u>	
<i>Title</i>	
<u>1055 Mount Avenue, Missoula, MT 59801</u>	
<i>Address</i>	
<u><a href="mailto:sshea@m-m.net">sshea@m-m.net</a></u>	
<i>E-Mail Address</i>	
<u>(406) 542.4846</u>	
<i>Phone</i>	

**OWNER**

<u> </u>	<u> </u>
<i>Signature</i>	<i>Date</i>
<u>Brian Ellestad, A.A.E.</u>	
<i>Name</i>	
<u>Airport Director, MCAA</u>	
<i>Title</i>	
<u>5225 Highway 10 W. – Missoula, MT 59808</u>	
<i>Address</i>	
<u><a href="mailto:bellestad@flymissoula.com">bellestad@flymissoula.com</a></u>	
<i>E-Mail Address</i>	
<u>(406) 728.4381</u>	
<i>Phone</i>	

Task Order Airport Master, June, 2016

**TASK ORDER-56**  
**AVIATION WAY RECONSTRUCTION**  
**FINAL DESIGN**



**Summary of Professional Service Fees**  
**December 14, 2023**

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
FINAL DESIGN SERVICES	\$155,653	\$41,847	\$197,500
	<b>Project Total</b>		<b>\$197,500</b>

<b>ENGINEER's PRELIMINARY CONSTRUCTION ESTIMATE</b>	<b>\$2,000,000</b>
AVIATION WAY - WEST	\$750,000
AVIATION WAY - EAST	\$1,250,000
<b>TASK ORDER (as % of CONSTRUCTION ESTIMATE)</b>	<b>9.88%</b>

ENGINEERING BUDGET  
 TASK ORDER-56  
 AVIATION WAY RECONSTRUCTION



FINAL DESIGN SERVICES

WORK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	QA MANAGER	AIRPORT ENGINEER	AIRPORT DESIGNER	SURVEY MANAGER	SURVEY TECHNICIAN	CAD DESIGNER	ADMIN ASSISTANT	TOTAL LABOR HOURS	TOTAL LABOR COST
<b>PROJECT MANAGEMENT</b>											
Develop Task Order, Project Schedule	2	4				1			1	8	\$1,390.29
Internal Design Meetings (20-total, 30-min ea)	10	10		10	10			10		50	\$7,531.47
Milestone Submittal Meetings w/ Airport (2-total)	2	2		2						6	\$1,060.05
Coordination w/ Airport and Tenants	2	4		2						8	\$1,384.82
Coordination w/ Utility Providers, County, MDT	8	8		8	8					32	\$5,198.78
Submit Environmental Documents (CAT-EX)	4	16		4				2	1	27	\$4,373.66
Submit 7460		1			2			1		4	\$505.32
Prepare Monthly Invoicing Paperwork (6-total)		3							2	5	\$683.88
Quality Assurance Reviews	8	8	40	8	8			8		80	\$11,944.91
<b>SUBTOTAL</b>	<b>36</b>	<b>56</b>	<b>40</b>	<b>34</b>	<b>28</b>	<b>1</b>	<b>0</b>	<b>21</b>	<b>4</b>	<b>220</b>	<b>\$34,073.18</b>
<b>FINAL DESIGN</b>											
Survey Planning Meeting	1	2				2	1	2		8	\$1,160.30
Complete Control Verification						2	8	2		12	\$1,246.15
Complete Topographic Survey						2	24	4		30	\$2,962.93
Complete Utility Survey						2	16	4		22	\$2,207.84
Review Completed Survey Documents	1	2		2		4	8	8		25	\$2,960.38
Investigative Field Borings w/ Geotech		1		16						17	\$2,043.35
Review Final Geotechnical Report	1	2		2				1		6	\$913.27
Review Existing Conditions	2	8		4	4			4		22	\$3,161.95
Develop Preliminary Site Layout		2		8	2			8		20	\$2,331.29
Develop Alternatives at QTA	2	2	2							6	\$1,120.92
Prepare Preliminary Engineer's Estimate	1	2		4				8		15	\$1,871.49
Finalize Demolition Plan	1	2		4	2			8		17	\$2,111.13
Finalize Plan/Profile	2	8		24				40		74	\$8,752.66
Finalize Approach Grading & Intersection Transitions	2	8		24				40		74	\$8,752.66
Finalize Mill/Overlay Extents and Connections	2	4		8				16		30	\$3,742.97
Finalize Utility Layouts	2	8		16	8			24		58	\$7,117.95
Finalize Utility Relocations	2	8		16	8			24		58	\$7,117.95
Finalize Storm Drainage Grading	1	4		16	4			20		45	\$5,325.86
Finalize Storm Drainage Collection/Piping	1	4		16	4			20		45	\$5,325.86
Finalize Storm Drainage Report for City of Missoula	1	1	2	16				2	1	23	\$2,894.39
Finalize Guardrail System	2	4	8	24	8			16		62	\$7,766.46
Finalize Pavement Markings & Signage Plan	1	2	2	8	1			8		22	\$2,757.54
Finalize Standard Details		1		2				4		7	\$810.70
Update Engineer's Construction Estimate	1	2		4				4		11	\$1,458.29
Prepare Final Construction Plans	4	8		40	16			40		108	\$13,050.93
Prepare Final Project Specifications	16	24		40	16				8	104	\$15,304.99
<b>SUBTOTAL</b>	<b>46</b>	<b>109</b>	<b>14</b>	<b>294</b>	<b>73</b>	<b>12</b>	<b>57</b>	<b>307</b>	<b>9</b>	<b>921</b>	<b>\$114,270.20</b>

<b>BIDDING PROCESS</b>											
Prepare Bidding Documents	1	2		4				2	4	13	\$1,645.15
Adevertise for Bidding		1							1	2	\$260.75
Conduct Pre-Bid Conference	1	2		1					1	5	\$790.77
Respond to RFIs, Prepare Bid Addendum	2	8		4				8	2	24	\$3,292.59
Attend Bid Opening	1	1								2	\$412.47
Review Bid Documents, Tabulate Results		2		2					1	5	\$658.25
Recommend Award to Airport	1									1	\$250.08
<b>SUBTOTAL</b>	<b>6</b>	<b>16</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>9</b>	<b>52</b>	<b>\$7,310.07</b>
<b>TOTAL LABOR HOURS</b>	<b>88</b>	<b>181</b>	<b>54</b>	<b>339</b>	<b>101</b>	<b>13</b>	<b>57</b>	<b>338</b>	<b>22</b>	<b>1193</b>	<b>\$155,653.44</b>

<b>SUMMARY OF ESTIMATED LABOR COSTS AVIATION WAY RECONSTRUCTION</b>	<b>HOURS</b>	<b>LABOR RATE</b>	<b>TOTAL COST</b>
PROJECT PRINCIPAL	88	\$250.08	\$22,007.33
PROJECT MANAGER	181	\$162.38	\$29,391.18
QA MANAGER	54	\$147.99	\$7,991.65
AIRPORT ENGINEER	339	\$117.56	\$39,853.11
AIRPORT DESIGNER	101	\$119.82	\$12,101.92
SURVEY MANAGER	13	\$142.23	\$1,849.01
SURVEY TECHNICIAN	57	\$94.39	\$5,380.01
CAD DESIGNER	338	\$103.30	\$34,915.20
ADMIN ASSISTANT	22	\$98.37	\$2,164.04
<b>TOTAL LABOR COSTS</b>	<b>1193</b>		<b>\$155,653.44</b>

<b>SUMMARY OF DIRECT EXPENSES AVIATION WAY RECONSTRUCTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>TOTAL COST</b>
Vehicle (Company)	200	Mile	\$0.70	\$140.00
Survey Equipment	8	Day	\$240.00	\$1,920.00
Survey Supplies	1	Lump Sum	\$150.00	\$150.00
Printing	500	Each	\$0.15	\$75.00
Miscellaneous	1	Lump Sum	\$301.00	\$301.00
<b>TOTAL - DIRECT EXPENSES</b>				<b>\$2,586.00</b>

<b>OUTSIDE SERVICES (SUBCONSULTANTS) AVIATION WAY RECONSTRUCTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>TOTAL COST</b>
Tetra Tech	1	LS	\$13,500.00	\$13,500.00
<b>TOTAL - OUTSIDE SERVICES</b>				<b>\$13,500.00</b>

<b>FEE SUMMARY AVIATION WAY RECONSTRUCTION</b>	
TOTAL LABOR COSTS	\$155,653
TOTAL DIRECT EXPENSES	\$2,586
TOTAL OUTSIDE SERVICES	\$13,500
<b>TOTAL COSTS</b>	<b>\$171,739</b>
FIXED FEE	\$25,761
<b>TOTAL FEE - FINAL DESIGN SERVICES</b>	<b>\$197,500</b>

**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: December 19, 2023

1. **TITLE:** Task Order No. 57 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion and possible approval of Task Order No. 57 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for the completion of Design Services for the update to the Airport's SWPPP and SPCC plans 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:** Montana Department of Environmental Quality (DEQ) has requested revisions to the Airport's Stormwater Pollution Prevention Plan (SWPPP) which is also associated with the Airport's Spill Prevention, Control and Countermeasure Plan (SPCC). Tetra Tech has been subconsulted to assist with the updates to these plans and submittal to DEQ.

In addition to the plan update, this Task Order will also consist of water quality sampling at the three designated stormwater outfall locations and developing new inspection forms to be used by the Airport and their tenants when evaluating the SWPPP and SPCC measures on the airfield.

5. **BUDGET INFORMATION:** Amount Required: \$15,023.00  
*This project is not eligible for federal funds, so will be paid for with reserves.*

6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 57 Scope and Fee

7. **RECOMMENDED MOTION:** Move to Approve Task Order No. 57 with Morrison-Maierle for \$15,023 to complete the updates to the Airport's SWPPP and SPCC plans.

8. **PREPARED BY:** Brian Ellestad

9. **COMMITTEE REVIEW:** None.

## TASK ORDER-57

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

#### Task Order

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

#### SPECIFIC PROJECT DATA

##### TITLE: SWPPP & SPCC PLAN UPDATES

- I. **Objective:** Montana Department of Environmental Quality (DEQ) has requested revisions to the Airport's Stormwater Pollution Prevention Plan (SWPPP) which is also associated with the Airport's Spill Prevention, Control and Countermeasure Plan (SPCC). Tetra Tech has been subconsulted to assist with the updates to these plans and submittal to DEQ.

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

- Updated SWPPP and SPCC plans
- Revised SWPPP and SPCC inspection forms
- Water quality sampling reports at 3 designated stormwater outfall locations

**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. Design Services

1. Review of DEQ's requested revisions to the Airport's SWPPP and SPCC plans.
2. Conduct a site visit to interview Airport staff and evaluate SWPPP and SPCC conditions.
3. Update Airport mapping and exhibits for SWPPP and SPCC. Mapping will reflect newly constructed deice apron and expanded parking on the east end of the terminal. Mapping will also identify designated stormwater outfall locations and designated hazardous material storage areas.
4. Complete water quality sampling with a summary report for the designated stormwater outfall locations on the airfield.
5. Update the Airport's SWPPP and SPCC plans.
6. Develop new inspection form for SWPPP and SPCC to be used by Airport Management and Tenants.

**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:

Milestone

- A. Project Kickoff
- B. 90% Milestone Review
- C. Final Submittal

Completion Date

January 3, 2024  
 Late Spring, 2024  
 Early Summer, 2024

**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	\$0	\$15,023	\$15,023

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

**SECTION 6 – CONSULTANTS:** Tetra Tech – Geotechnical Services

**SECTION 7 – OTHER MODIFICATIONS TO MASTER AGREEMENT:** None.

**SECTION 8 – ATTACHMENTS:** 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 19, 2023**

**ENGINEER**

Shaun P. Shea 12.19.23  
 Signature Date

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Shaun P. Shea, P.E.  
 Name

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Vice President, Morrison-Maierle  
 Title

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1055 Mount Avenue, Missoula, MT 59801  
 Address

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[sshea@m-m.net](mailto:sshea@m-m.net)  
 E-Mail Address

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(406) 542.4846  
 Phone

**OWNER**

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 Signature Date

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Brian Ellestad, A.A.E.  
 Name

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Airport Director, MCAA  
 Title

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5225 Highway 10 W. – Missoula, MT 59808  
 Address

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 E-Mail Address

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(406) 728.4381  
 Phone

Task Order Airport Master, June, 2016