

Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, September 24, 2024
TIME: 1:30 p.m.
PLACE: Johnson Bell Board Room – Airport Terminal

- 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 August 27, 2024. [Pg 3](#)
- Approval of Claims for Payment – Will Parnell [Pg 11](#)
- Financial Report – Will Parnell [Pg 15](#)
- Director's Report – Brian Ellestad [Pg 26](#)
- Legal Report – Lynn Fagan
- Committee Updates –
 - Business Development Committee: No Activity
 - Contract and Lease Committee: No Activity
 - Executive Committee: Met September 24, 2024
 - Facility and Operations Committee: No Activity
 - Finance Committee: No Activity
 - General Aviation Committee: No Activity
 - Legislative Committee: No Activity
 - Marketing Committee: No Activity

Unfinished Business

- Martel Contract Amendment No. 27 – Build out of Phase 2 Concession Space – Tim Damrow [Pg 28](#)
- Phase 2 Furniture, Fixtures & Equipment Package #4 – Tim Damrow [Pg 42](#)
- Airport Police Vehicle Purchase – Justin Shaffer [Pg 69](#)

New Business

- Airport Director Performance Review – Winton Kemmis

Information/Discussion Item(s)

October Board Meeting – Tuesday, October 28, 2024, 1:30 p.m.

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.

Documents will be available on the airport's website, www.flymissoula.com, by 9 a.m. on the meeting date. Members of the public can 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#

MISSOULA COUNTY AIRPORT AUTHORITY
Regular Board Meeting
August 27, 2024
1:30 pm, Johnson Bell Conference Room

THOSE PRESENT

BOARD: Chair Winton Kemmis
Vice Chair Deb Poteet
Secretary/Treasurer Pat Boyle
Commissioner Shane Stack
Commissioner Adriane Beck
Commissioner Matthew Doucette via MS Teams
Alternate Commissioner Jack Meyer

STAFF: Director Brian Ellestad
Deputy Director Tim Damrow
Director of Finance and Administration Will Parnell
Legal Counsel Lynn Fagan
Business Development Manager Dan Neuman
Ground Handling Manager Andrew Bailey
Public Safety Chief Justin Shaffer
Compliance Officer Jesse Johnson
Human Resources Manager Nikki Munro
IT Specialist Dylan O'Leary
Accounting Clerk Brianna Brewer
Airfield Operations Supervisor Jake Sol

OTHERS: Shaun Shea, Morrison Maierle
Tyler Reed, Morrison Maierle
Cole Jensen, Martel Construction
Jerry Woodahl, Western Rentals Inc.
Kim Woodahl, Western Rentals Inc.
Ashley Osten, MossAdams via MS Teams
Taylor Hillmick, MossAdams via MS Teams

Chair Winton Kemmis 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 Winton Kemmis noted that an Alternate Commissioner needed to be seated.

Motion: Vice Chair Deb Poteet moved to seat Alternate Commissioner Jack Meyer

Second: Secretary/Treasurer Pat Boyle

Vote: Motion Passed Unanimously

AGENDA

Chair Winton Kemmis asked if there were any changes to the agenda. There were none.

Motion: Commissioner Adriane Beck moved to approve the agenda.

Second: Vice Chair Deb Poteet

Vote: Motion Passed Unanimously

PUBLIC COMMENT PERIOD

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

MINUTES

Chair Winton Kemmis asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated July 30, 2024. There were none.

Motion: Secretary/Treasurer Pat Boyle moved to approve the minutes of Regular Board Meeting dated July 30, 2024.

Second: Alternate Commissioner Jack Meyer

Vote: Motion Passed Unanimously

CLAIMS FOR PAYMENT

Director of Finance and Administration Will Parnell presented the Claims for Payment. Starting with project expenses, during the month of July 2024, MCAA incurred approximately \$1.7 million in project expenses. July project expenses will be paid in the next few days and are presented as accounts payable projects on the balance sheet. Of the \$1.7 million in project expenses, approximately \$1 million or 59% has been submitted to the FAA for reimbursement. The remaining project expenses will be paid with reserves and debt.

There were a few significant payables incurred over the reporting period. Will explained that the payment to Big Sky Kabota for \$22,604.30 was for a new Kabota for parking operations. The Board approved this purchase at the May 2024 regular meeting.

Payment to Miller Roofing for \$105,770 was the final installment for a new roof on the U.S. Forest Service Hangar. This came in just under budget.

Payment to Veoci for \$45,137 is pre-payment for access and consulting services and was included in the Fiscal Year 2025 budget.

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

Motion: Alternate Commissioner Jack Meyer moved to approve the Claims for Payment

Second: Commissioner Adriane Beck

Vote: Motion Passed Unanimously

FINANCIAL REPORT

Director of Finance and Administration Will Parnell presented the Financial Report. Will reported that parking revenue has increased by approximately \$153,000, or 85%, as compared to the same period. The increase is primarily related to a change in billing terms as MSO selected a new parking vendor effective July 1, 2024. The previous billing terms required a tiered remittance approach based on gross receipts. For comparison purposes, using the same approach as last year, parking gross revenue increased by \$74,000 as compared to last year.

Revenues and expenses are currently 14% and 16% of the annual operating budget respectively. Staff paid approximately \$136,000 in principle towards long-term debt in July.

Chair Winton Kemmis asked if there were any Board questions or public comments regarding the Financial Report. There were no questions or comments.

Motion: Secretary/Treasurer Pat Boyle moved to approve the Financial Report

Second: Vice Chair Deb Poteet

Vote: Motion Passed Unanimously

DIRECTOR'S REPORT

Airport Director Brian Ellestad presented his report to the Board. Brian noted that there was a 14.1% increase in passengers in July. Year to date, passengers are up 10% over last year. Brian does not expect August to have as large of an increase and is projecting 10%.

Brian and Tim Damrow travelled to Billings for the annual Montana air service meeting. They heard good comments from the airlines and have several follow-up meetings scheduled.

Brian reported that the new parking equipment is in and will be operational this week. This will bring much more functionality for staff and customers.

Staff rolled out the new Explore MSO program which allows non-airline ticketed customers through the check point. Brian thanked Tim for all his work on the project.

Tim Damrow, Deputy Director, presented a construction update. Phase 2 and 3 of the terminal project are in progress. Footings and foundation work is ongoing on Phase 3. All trades are on site for Phase 2 and the curtain wall glazing in the front of the terminal is almost complete. The expansion of the SRE is ongoing. This project is moving from two doors in the ARFF bay to one door to accommodate larger trucks.

Chair Winton Kemmis asked if there were any Board questions or public comments for Brian or Tim. There were no questions or comments.

LEGAL REPORT

Legal Counsel Lynn Fagan presented her report to the Board. Lynn reminded the Board of a AAAE Board Orientation and Training on September 19, 2024. Lynn reported that she and Brian met with City Parks staff and Cory Miller regarding the Milwaukee Railroad right-of-way. Cory expressed that he would like to increase the size of the two easements he has across the right-of way from sixty feet to eighty feet and to also place a height restriction on the

easement. Cory is not willing to pay for those enhancements as he feels his current access is fine. Lynn will work with City staff on moving this project forward.

Lynn also reported that two long-term tenants are leaving the airport this month. Flathead Travel has been in the terminal for over 20 years. They are moving out by the end of August. Jerry and Kim Woodahl, whose company Western Rentals, Inc. operates the Hertz franchise, are selling the company. Jerry has owned and operated the franchise at the airport for over thirty years. Kim will retain a management position with the new company.

Chair Winton Kemmis asked if there were any Board questions or public comments regarding the Legal Report. There were no questions or comments.

COMMITTEE UPDATES

Executive Committee: Met August 27, 2024, to review the Board agenda.

Finance Committee: No Activity

Business Development: No Activity

Contract & Lease Committee: No Activity

Facility & Operations Committee: Met July 30, 2024

Marketing Committee: No Activity

General Aviation Committee: No Activity

Legislative Committee: No Activity

UNFINISHED BUSINESS

Contract with FastSigns for Phase 2 Terminal Construction

Deputy Director Tim Damrow presented this item. Staff circulated the Phase 2 FFE (Furniture, Fixtures and Equipment) Signage package to 5 local providers and received three quotes to supply and install the respective elements of the signage and wayfinding packages. FastSigns of Missoula provided a complete quote to supply and install the 160 signs in the Signage/Wayfinding Package. The Board approved the award of the bid to FastSigns at its regular meeting in May 2024. The attached contract memorializes that award and sets out the parties' respective duties and obligations. The contract includes a Service Agreement, required federal provisions, 100% plans for signage and the FastSigns bid.

Chair Winton Kemmis asked if there were any Board questions or public comments. There were no questions or comments.

Motion: Alternate Commissioner Jack Meyer moved to approve Contract with FastSigns for Phase 2 Terminal Construction.

Second: Commissioner Adriane Beck

Vote: Motion Passed Unanimously

Contract with TRS Group, Inc. for ARFF Vehicle Cleaning Services

Legal Counsel Lynn Fagan presented this item. At the July 2024 meeting, the Board awarded the bid for ARFF Vehicle Cleaning Services to TRS Group, Inc. Staff has completed negotiations and are bringing the contract for Board approval. The contract includes the ARFF Cleaning Services Contract, Required Federal Provisions, the RFP and TRS' response to

the RFP. As noted at the July meeting, these services are highly sought after right now as almost all airports transition to fluorine-free foams. The contract requires that TRS complete all work on or before May 31, 2025. TRS will be on site for approximately three weeks.

Chair Winton Kemmis asked if there were any Board questions or public comments. There were no questions or comments.

Motion: Commissioner Adriane Beck moved to approve Contract with TRS Group, Inc. for ARFF Vehicle Cleaning Services.

Second: Alternate Commissioner Jack Meyer

Vote: Motion Passed Unanimously

NEW BUSINESS

Western Rentals, Inc. dba Hertz and Thrifty Contract Assignment to Overland West, Inc.

Legal Counsel Lynn Fagan presented this item. Jerry Woodahl of Western Rentals, Inc. has been operating the Hertz and Thrifty car rental concessions at MSO for many years. The on-airport car rental concession was put out to bid in 2019 and Western Rentals was the second-highest bidder at that time. The concession agreement's term extends until June 30, 2025. Jerry and his daughter Kim have been great partners. Jerry is retiring and is proposing a sale of his business to Overland West, Inc. Overland West, Inc. operates concessions in seven western states and in four other Montana locations – Bozeman, Great Falls, Helena and Billings. Staff reached out to those airports and have received positive feedback. The sale is scheduled to go through on October 1, 2024.

Chair Winton Kemmis asked if there were any Board questions or public comments. Jerry Woodahl, Western Rentals, Inc., stated that it has been great to work at the airport. He has been here since 1985. Jerry also stated that his daughter, Kim Woodahl, will continue with Overland West in a different managerial capacity.

Motion: Alternate Commissioner Jack Meyer moved to approve Western Rentals, Inc. dba Hertz Rent a Car and Thrifty Car Rental's assignment of the On Airport Rental Car Concession and Lease Agreement to Overland West, Inc. and the proposed Assignment and Assumption Agreement.

Second: Commissioner Adriane Beck

Vote: Motion Passed Unanimously

Allegiant Deice Agreement

Ground Handling Manager Andrew Bailey presented this item. The Ground Handling division of Missoula Airport provides contract aircraft deicing services for Allegiant. For the 2024-2025 deicing season, the Ground Handling Department will assess the same fees for deicing services as the prior season. Type I glycol will be sold to Allegiant at \$20.50 per gallon. Type IV glycol will be sold to Allegiant at \$24.50 per gallon. A per event truck charge of \$85.00 will be assessed as well.

Chair Winton Kemmis asked what the difference was between Type I and Type II glycol. Andrew explained that Type I is diluted with water; Type II is not diluted and is applied when there is an active event.

Chair Winton Kemmis asked if there were any other Board questions or public comments. Commissioner Shane Stack asked how many gallons are used in one event. Andrew responded that it depends but generally one event averages from 50 to 100 gallons.

Motion: Vice Chair Deb Poteet moved to approve the Airport Services General Terms Agreement with Allegiant Air.

Second: Secretary/Treasurer Pat Boyle

Vote: Motion Passed Unanimously

MOU with Forest Service

Public Safety Chief Justin Shaffer presented this item. This Memo of Understanding (MOU) with the Forest Service is intended to provide for joint law enforcement for both organizations. The MOU provides that MCAA's Public Safety Officers have jurisdiction on Forest Service property and the ability to respond to incidents in progress.

Chair Winton Kemmis asked if there were any Board questions or public comments. Commissioner Adriane Beck asked who had firefighting jurisdiction on the Forest Service property. Justin responded that the City of Missoula has firefighting jurisdiction.

Motion: Alternate Commissioner Jack Meyer moved to approve Memo of Understanding between USDA Forest Service, Northern Region, Law Enforcement and Investigations and the Missoula County Airport Authority.

Second: Commissioner Adriane Beck

Vote: Motion Passed Unanimously

Lease Agreement with Greg Tabish/Mark Bretz

Business Development Manager Dan Neuman presented this item. There is a vacant lot between Homestead Aviation and the FedEx plant that Neptune previously leased. When Neptune's development plans changed, both MSO and Neptune agreed to terminate the lease. Staff was approached recently by Greg Tabish of Tabish Bros. Distributors, Inc. for land to construct a hangar. Greg completed an application and staff is recommending a lease for a 20-year term. The lease contains a requirement that construction be completed within two years. As the lease is for an aviation purpose, the rate will be set by the Board annually and is currently \$0.18 per square foot. Greg is partnering with Mark Bretz. They have formed a limited liability company and the Lease Agreement will be in the name of Bravo One Hangar LLC. However, both Greg and Mark have agreed to sign personal guarantees.

Chair Winton Kemmis asked if there were any Board questions or public comments. There were no questions.

Motion: Secretary/Treasurer Pat Bolye moved to approve Lease Agreement with Bravo One Hangar, LLC, contingent upon execution of personal guarantees by Greg Tabish and Mark Bretz.

Second: Vice Chair Deb Poteet

Vote: Motion Passed Unanimously

Morrison-Maierle Task Order #64 – Consulting on Low-Emissions Grants

Business Development Manager Dan Neuman presented this item. An Airport Zero Emissions Vehicle Grant is being developed to be submitted to the FAA in hopes of funding multiple electric airfield vehicles. The vehicles will be used for airfield maintenance only. This Task Order with Morrison-Maierle will develop the pre-application for FAA approval. If the pre-application is approved, Morrison-Maierle will then put together a package to solicit bids for vehicle acquisition, followed by a reimbursable grant and FAA closeout process. This Task Order assumes that a final grant application will be submitted to the FAA. However, if the pre-application is not approved by the FAA, the services associated with this task order will be discontinued at that time. Dan noted that the exposure on the pre-application is \$6,700.

Chair Winton Kemmis asked if there were any Board questions or public comments. Alternate Commissioner Jack Meyer asked if this grant program comes out of FAA discretionary funding. Director of Finance and Administration Will Parnell responded that this grant program is separately funded and will not come out of discretionary funds.

Motion: Commissioner Adriane Beck moved to approve Task Order No. 64 with Morrison-Maierle in the amount of \$23,500.00

Second: Alternate Commissioner Jack Meyer

Vote: Motion Passed Unanimously

Airport Capital Improvement Plan

Airport Director Brian Ellestad presented this item. Annually, MSO is required to submit an Airport Capital Improvement Plan (ACIP) to the FAA. This ACIP shows the proposed capital projects that will be funded by the FAA for the next 6-years. The FAA uses this document to program funding throughout the region. While the FAA is primarily concerned with projects that are funded using Airport Improvement Program (AIP) funds, staff has included local contributions (reserves/debt) to these projects in the spreadsheet as well.

Brian noted that for federal fiscal year 2025 and 2026, the majority of federal funding will be used for design and construction to repave Runway 12-30. Staff are asking that the board formally consider and approve the ACIP prior to submission to the FAA.

Chair Winton Kemmis asked if there were any Board questions or public comments. There were no questions.

Motion: Alternate Commissioner Jack Meyer moved to approve the 2025 Airport Capital Improvement Plan as presented.

Second: Commissioner Adriane Beck

Vote: Motion Passed Unanimously

Information/Discussion Item(s)

Moss Adams Audit Planning Presentation

Ashley Osten and Taylor Hillmick from MossAdams presented information to the Board regarding the FY2024 financial audit. Ashley explained the auditor's responsibilities regarding required communications with the Board and performance of the audit. Ashley then explained the audit process. Her team will first review internal controls, including testing of key controls and information technology; they will then perform analytical analysis of revenue and expenses with a focus on trends, comparisons and expectations; substantive procedures include confirming account balances, examining objective evidence and representations from attorneys and management. Ashley stated that they expect to conduct the field work for the audit through September and present the audit results to the Board before December 31st.

Chair Winton Kemmis thanked Ashley and Taylor and noted that the next Board meeting will be in the same hybrid format on September 24, 2024, at 1:30 p.m.

Meeting Adjourned.

Missoula County Airport Authority
Check Register by Account Name

Account Name	Total
Airfield Lighting R&M	\$ 448.63
ATCT R&M	\$ 542.80
Building General R&M	\$ 429.92
Consultants Expense	\$ 1,120.00
Contracted Maintenance	\$ 1,219.06
Custodial Services	\$ 40,635.00
Custodial Supplies	\$ 7,755.58
Disposal Expense	\$ 280.00
Electric Maintenance	\$ 1,186.54
Electricity/Gas Expense	\$ 41,308.75
Employee Training Expense	\$ 1,770.00
Insurance Expense	\$ 12.00
Jet Bridge R&M	\$ 41.36
Job Postings	\$ 300.00
Landscaping Expense	\$ 64.00
Landside Maintenance	\$ 184.93
Legal Services	\$ 686.25
Marketing	\$ 28,125.00
Mechanical/Supplies	\$ 72.30
Memberships	\$ 750.00
Miscellaneous Expense	\$ 8.00
Office Supplies	\$ 254.17
Parking Equipment	\$ 11,000.00
Petroleum Products Expense	\$ 5,857.42
Phone Charges	\$ 5,767.96
Plumbing Expense	\$ 1,229.55
Pre-Paid Expenses	\$ 18,895.00
Prepaid Insurance	\$ 10,511.00
Reconciliation Discrepancies	\$ -
Recurring IT Support Subscripti	\$ 125.00
Rent Car R&M	\$ 1,738.46
Rental Car Fuel	\$ 49,838.28
Safety Supplies/Equipment	\$ 5,560.01
Sewer Expense	\$ 1,916.88
Tools/Equipment	\$ 1,661.33
Travel Expense	\$ 846.00
Uniform Expense	\$ 1,561.11
USFS Hangar R&M	\$ 776.88
Vehicle R&M	\$ 4,911.11
Water Expense	\$ 8,711.42
Grand Total	\$ 258,101.70

Missoula County Airport Authority
Check Register by Vendor Name

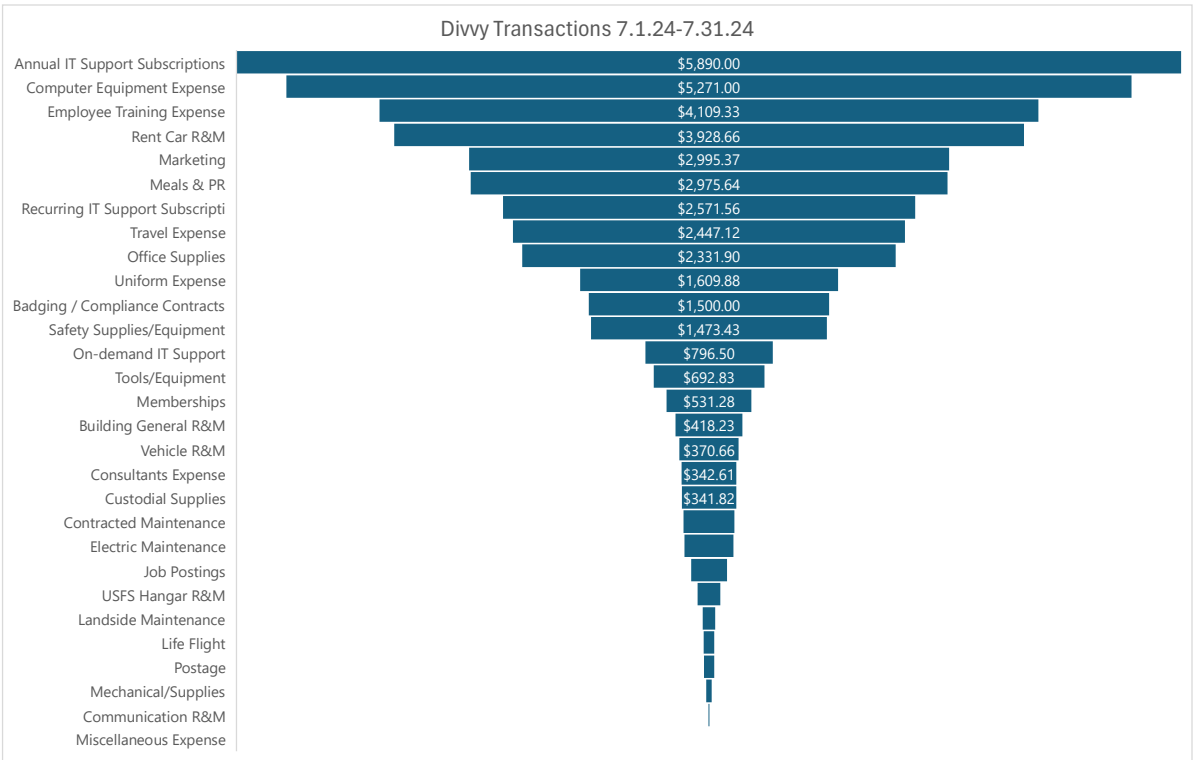
Vendor Name	Total
AAAE	\$ 300.00
AILEVON PACIFIC AVIATION CONSULTING, LLC	\$ 26,250.00
APERI MEDIA INC	\$ 1,500.00
AXON	\$ 1,459.42
BATTERIES PLUS	\$ 1,005.50
BLACKFOOT COMMUNICATIONS	\$ 3,290.18
BMC WEST	\$ 429.92
BROWN'S SEPTIC	\$ 300.00
CENTURYLINK	\$ 1,469.81
CHEMSEARCHFE	\$ 1,267.75
CHS MOUNTAIN WEST CO-OP	\$ 55,660.07
City of Missoula	\$ 10,628.30
Cody Marion	\$ 8.00
COMMUNITY MEDICAL CENTER	\$ 150.00
CULLIGAN	\$ 158.00
DESTINATION MISSOULA	\$ 375.00
DSG (DAKOTA SUPPLY GROUP)	\$ 776.88
EGBERT, ABIGAIL	\$ 138.00
ENERGY WEST	\$ 2,228.34
GENESIS LAMP	\$ 448.63
GLACIER COUNTRY	\$ 250.00
GRAINGER	\$ 22.65
GreatAmerica Financial Services	\$ 209.00
GRIZZLY DISPOSAL	\$ 280.00
HILLYARD INC	\$ 7,523.13
HOTSY	\$ 563.31
INTEGRATED SECURITY SOLUTIONS, INC	\$ 5,560.01
JODSAAS, DYHLAN	\$ 354.00
LEXIS NEXIS	\$ 10,395.00
MIDLAND IMPLEMENT	\$ 64.00
MISSOULA MOTOR COMPANY	\$ 35.31
Montana Pest Solutions	\$ 615.00
MORRISON-MAIERLE SYSTEMS	\$ 125.00
MOUNTAIN SUPPLY	\$ 909.25
MSLA CNTY OEM	\$ 500.00
MSLA ELECTRIC COOP	\$ 2,044.62
MSLA OFFICE CITY	\$ 19.99
MSLA TEXTILE, INC	\$ 305.06
MT BOLT	\$ 288.25
MT LAW ENFORCEMENT	\$ 1,620.00
MUNICIPAL EMERGENCY SERVICES	\$ 197.23

Missoula County Airport Authority
Check Register by Vendor Name

MURDOCHS	\$ 1,132.80
N/S CORPORATION	\$ 579.70
NAPA	\$ 4,494.82
NORCO INDUSTRIAL	\$ 118.11
NORTH RIDGE FIRE, LLC	\$ 491.00
NORTHWEST PART	\$ 87.92
NORTHWESTERN ENERGY	\$ 37,035.79
OFFICE SOLUTIONS & SERVICES	\$ 76.18
Placer Labs, Inc	\$ 8,500.00
PLATT ELECTRIC	\$ 170.75
POMP'S TIRE-MISSOULA	\$ 31.80
Rhodes IP	\$ 686.25
RISING FAST v	\$ 37,750.00
ROCKY MOUNTAIN SCALE	\$ 90.00
SHAFFER, JUSTIN	\$ 354.00
SPECTRUM WINDOW CLEANING	\$ 2,885.00
THE CINCINNATI INSURANCE COMPANIES	\$ 10,523.00
THOMAS PLUMBING	\$ 72.00
VERIZON	\$ 1,007.97
WE CONNECT MONTANA	\$ 11,000.00
WINDFALL	\$ 1,120.00
ZENT, ANTHONY	\$ 170.00

Grand Total	\$ 258,101.70
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Account Name	Total	Percent of spend
Annual IT Support Subscriptions	\$5,890.00	14.07%
Computer Equipment Expense	\$5,271.00	12.60%
Employee Training Expense	\$4,109.33	9.82%
Rent Car R&M	\$3,928.66	9.39%
Marketing	\$2,995.37	7.16%
Meals & PR	\$2,975.64	7.11%
Recurring IT Support Subscripti	\$2,571.56	6.15%
Travel Expense	\$2,447.12	5.85%
Office Supplies	\$2,331.90	5.57%
Uniform Expense	\$1,609.88	3.85%
Badging / Compliance Contracts	\$1,500.00	3.58%
Safety Supplies/Equipment	\$1,473.43	3.52%
On-demand IT Support	\$796.50	1.90%
Tools/Equipment	\$692.83	1.66%
Memberships	\$531.28	1.27%
Building General R&M	\$418.23	1.00%
Vehicle R&M	\$370.66	0.89%
Consultants Expense	\$342.61	0.82%
Custodial Supplies	\$341.82	0.82%
Contracted Maintenance	\$320.00	0.77%
Electric Maintenance	\$306.57	0.73%
Job Postings	\$225.00	0.54%
USFS Hangar R&M	\$144.92	0.35%
Landside Maintenance	\$78.75	0.19%
Life Flight	\$68.75	0.16%
Postage	\$66.04	0.16%
Mechanical/Supplies	\$35.14	0.08%
Communication R&M	\$7.20	0.02%
Miscellaneous Expense	\$1.03	0.00%



***Employee Training Expense Breakdown**

- [PSO ARFF Working Group Training Symposium](#)
- [40th Annual Airport Law Workshop](#)
- [Initial Aircraft Rescue Fire Suppression](#)
- [NWAEE Conference BOI](#)

Financial Report Narrative for August 2024

The board packet includes the comparative balance sheet, profit and loss comparison, profit and loss budget performance, operating revenues and operating expenses as a % of gross and as compared to prior period, cash flow statement, and the long-term debt roll forward.

Balance Sheet

As of August 31, accounts receivable consisted of the following:

Trade	\$ 1,715,274
Advertising	34,623
Ground Handling	370,044
Grants	659,085
Advance Contract Refund	50,842
	<u>\$ 2,829,867</u>

Profit & Loss, and/or Other Similar Schedules

Noted Variances

- Parking revenue has increased by approximately 97K or 36% as compared to the same period last year. The increase is primarily related to a change in billing terms as MSO selected a new parking vendor effective July 1, 2024. The previous billing terms required a tiered remittance approach based on gross receipts. For comparison purposes, by eliminating terms or making equal, parking gross revenue increased by \$77K as compared to the same period last year.
- Rental car revenue has increased by approximately 73K or 17% as compared to the same period last year. The change is a result of increased demand and inventory.

Revenue and Expenses as a % of the Annual Budget

Revenues and expenses are currently 27% and 14% of the annual operating budget, respectively.

Cash Flow

MCAA had positive cash flows from operating, noncapital financing and investing activities. Capital and related financing activities resulted in negative cash flows.

Long-term Debt

MCAA recorded \$650K in debt proceeds during the month of August 2024.

Missoula County Airport Authority
Balance Sheet Prev Year Comparison
As of August 31, 2024

	<u>Aug 31, 24</u>	<u>Aug 31, 23</u>
ASSETS		
Current Assets		
Checking/Savings		
10100 · Petty Cash	300.00	300.00
10500 · General Checking Acct	3,640,616.29	6,173,689.01
10511 · Project Checking Acct	1,736,661.15	5,000.00
10550 · USFS Account	160,384.13	290,110.19
10560 · Debt Service Account	331.76	90,267.08
10580 · CFC Account	321,807.13	321,479.99
10590 · STIP Terminal Reserve	25,356.15	24,027.45
10600 · STIP	920,733.99	767,010.53
10604 · Money Market Accounts	1,608,722.43	1,263,745.81
10700 · Payroll Checking	272,915.00	36,603.77
1071 · Bill.com Money In Clearing	2,657.16	0.00
10710 · Flex - FIB	7,686.45	8,766.20
1072 · Bill.com Money Out Clearing	-2,897.70	0.00
10750 · PFC Cash at US BANK	1,420,696.55	2,714,730.96
Total Checking/Savings	<u>10,115,970.49</u>	<u>11,695,730.99</u>
Accounts Receivable	2,829,867.35	6,555,614.55
Other Current Assets		
10900 · AvSec Fingerprinting Account	1,497.75	1,886.25
11200 · Grants Receivable	0.00	65,328.55
11500 · Pre-Paid Expenses	137,737.73	130,751.23
11600 · Prepaid Insurance	236,984.35	189,592.50
11700 · Concession Contract Receivable	0.00	729,998.00
11810 · ST Lease Recble GASB 87	1,590,049.01	1,541,162.16
11820 · Interest Recble GASB 87	9,696.62	16,118.13
12000 · Undeposited Funds	0.00	4,823.78
26200 · Faber Loan	100,000.00	100,000.00
Total Other Current Assets	<u>2,075,965.46</u>	<u>2,779,660.60</u>
Total Current Assets	<u>15,021,803.30</u>	<u>21,031,006.14</u>
Fixed Assets		
13000 · Land	11,617,234.48	11,617,234.48
13100 · Land Improvements	16,368,644.98	16,368,644.98
13200 · Buildings- Terminal	69,087,568.09	69,001,525.97
13300 · Buildings- Ops & Fire	6,184,039.07	6,184,039.07
13450 · Buildings - Other	11,643,143.81	11,384,401.81
13500 · Runways/Taxiways/Apron	80,361,231.98	70,927,696.30
13600 · Lighting/ Security System	4,002,233.31	4,002,233.31
13700 · Sewage System	298,102.06	298,102.06
13900 · ATCT	6,513,529.80	6,513,529.80
14000 · Equipment	3,762,686.70	3,452,539.56
14100 · Furniture & Fixtures	1,591,801.03	1,591,801.03
14300 · Vehicles	7,736,133.08	7,690,936.96
14400 · Studies	1,925,406.96	1,925,406.96
14500 · Allowance for Depreciation	-104,400,311.28	-96,413,725.26
19400 · Construction in Progress	39,513,161.24	23,874,720.92
Total Fixed Assets	<u>156,204,605.31</u>	<u>138,419,087.95</u>
Other Assets		
11830 · LT Lease Recble GASB 87	737,143.17	2,327,192.18
11840 · A/R Retainage Long-Term	0.00	195,803.97
19610 · Deferred Pension Outflows	996,961.15	738,295.60
19800 · LT Loan - Faber	683,893.98	783,635.22
19901 · GASB 96 Subscription Asset(s)	367,183.34	219,503.60
Total Other Assets	<u>2,785,181.64</u>	<u>4,264,430.57</u>
TOTAL ASSETS	<u><u>174,011,590.25</u></u>	<u><u>163,714,524.66</u></u>

Missoula County Airport Authority
Balance Sheet Prev Year Comparison
As of August 31, 2024

	<u>Aug 31, 24</u>	<u>Aug 31, 23</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20500 · Accounts Payable	477,425.97	484,036.27
20505 · Accounts Payable- Projects	4,385,742.85	8,258,932.98
Total Accounts Payable	<u>4,863,168.82</u>	<u>8,742,969.25</u>
Credit Cards	24,518.19	0.00
Other Current Liabilities		
20800 · Current Portion of L/T Debt	548,541.91	535,905.68
20805 · GASB 96 Short-term Subscription	70,730.08	20,856.12
20810 · GASB 96 Accrued Interest Liab.	6,226.79	5,343.14
20900 · Fed W/h Payable	341.30	0.00
21130 · Misc Deductions Payable	-184.32	-184.32
21300 · Valic Payable	-100.00	-100.00
21600 · Accrued Vacation/Sick Payable	578,816.35	533,644.81
21930 · FSB Notes Interest Payable	173,226.86	134,214.64
22140 · Advertising Deferred Revenue	25,000.00	25,000.00
24000 · Payroll Liabilities	84,940.31	-4,715.98
Total Other Current Liabilities	<u>1,487,539.28</u>	<u>1,249,964.09</u>
Total Current Liabilities	<u>6,375,226.29</u>	<u>9,992,933.34</u>
Long Term Liabilities		
20502 · 2022 Note	11,521,279.74	2,575,279.74
25030 · 2019 Note A	13,316,800.00	15,316,800.00
25035 · 2019 Note B	2,781,778.88	3,317,629.36
25600 · Current Portion L/T Debt 2019B	-548,541.91	-535,905.68
25700 · Deferred Concession Contract	0.00	729,998.00
25805 · A/P Retainage Long-Term	1,103,465.79	837,643.18
25809 · GASB 96 Long-term Subscription	179,500.84	71,261.01
26010 · Pension Liability sum	4,389,168.00	3,772,163.00
26110 · Deferred Pension Inflows	197,665.00	358,401.00
26300 · Dererred Lease Inflow GASB 87	2,125,301.62	3,616,418.14
Total Long Term Liabilities	<u>35,066,417.96</u>	<u>30,059,687.75</u>
Total Liabilities	<u>41,441,644.25</u>	<u>40,052,621.09</u>
Equity	132,569,946.00	123,661,903.57
TOTAL LIABILITIES & EQUITY	<u><u>174,011,590.25</u></u>	<u><u>163,714,524.66</u></u>

Missoula County Airport Authority
Profit & Loss Prev Year Comparison
 August 2024

Ordinary Income/Expense	Aug 24	Aug 23
Income		
30100 · Signatory Landing Fees	76,538	69,933
30200 · Non Sig Landing Fees	33,231	29,474
30210 · Cargo Landing Fees	2,356	6,136
30300 · Non-Based Landing Fees	36,677	24,369
30400 · Signatory Rent	41,876	40,607
30420 · Non-Sig Use Fees	41,822	38,290
30430 · Signatory Use Fee	93,267	81,166
30500 · Equipment/Space/Services	400	0
30507 · Advertising Income	17,598	17,188
30509 · Ground Handling	94,157	88,816
30600 · FBO Rentals	22,291	22,414
30800 · Fuel Flowage Fees	6,769	15,651
30900 · Fuel Farm Leases	380	369
31000 · Coffee Concession	1,219	1,118
31100 · Restaurant	23,630	18,867
31110 · Liquor Concessions	18,902	15,912
31300 · Rental Car %	473,562	407,960
31400 · Rent Car Rent	15,180	15,180
31600 · Rent Car Fuel	65,952	0
31900 · USFS Hangar Rent	20,810	20,810
32100 · Gift Shop Faber	42,525	38,610
32200 · Travel Agency	439	439
32400 · Parking Lot	361,478	264,943
32800 · Ag Land Leases	2,997	2,997
32900 · Non-Aeronautical Ground Rent	30,893	29,657
32910 · Aeronautical Ground Rent	7,685	7,512
33000 · Vending	2,959	3,721
33800 · Off Airport Rent Cars	12,906	5,102
34000 · Utilities Reimbursement	2,689	2,273
34200 · Miscellaneous Income	1,704	3,810
34300 · Ground Transport	5,804	29,713
42700 · Drain Pumping Fee	260	260
81402 · TSA LEO Reimbursement	0	9,145
81403 · TSA Checkpoint OTA	1,232	1,232
85100 · Badging Fees Collected	40	2,600
Total Income	1,560,228	1,316,274
Gross Profit	1,560,228	1,316,274

Missoula County Airport Authority
Profit & Loss Prev Year Comparison
 August 2024

Expense	Aug 24	Aug 23
40100 · Wages	332,841	315,653
40330 · Overtime Wages	10,070	2,851
40600 · Fringe Benefits Expense	125,964	114,251
40800 · Legal Services	1,369	1,257
41200 · Insurance Expense	16,462	18,959
41300 · Accounting Expense	985	0
41400 · Phone Charges	3,393	3,384
41800 · Communication R&M	29	1,619
42000 · Office Supplies	3,492	5,852
42100 · Computer Equipment Expense	24,860	3,472
42200 · Electricity/Gas Expense	45,701	39,439
42400 · Water Expense	8,384	6,969
42500 · Sewer Expense	2,467	3,925
42600 · Disposal Expense	2,691	762
43000 · Petroleum Products Expense	3,821	3,416
43400 · Vehicle R&M	5,668	5,769
43600 · Equipment Rental	0	612
43800 · Tools/Equipment	12,433	10,131
44000 · Landscaping Expense	0	122
44100 · Custodial Services	45,660	47,320
44200 · Contracted Maintenance	12,929	21,183
44302 · Jet Bridge R&M	838	1,319
44400 · Electric Maintenance	1,984	151
44600 · Plumbing Expense	189	0
44800 · Mechanical/Supplies	1,474	5,616
45000 · Building General R&M	1,355	3,412
45104 · Rent Car R&M	1,295	5,584
45105 · ATCT R&M	22	0
45106 · USFS Hangar R&M	0	3,165
45107 · BHS Parts and MX	0	27,023
45203 · Airfield Maintenance	1,743	3,828
45400 · Landside Maintenance	0	55,675
45600 · Airfield Lighting R&M	0	17,487
46000 · Custodial Supplies	7,539	7,769
46400 · Uniform Expense	5,540	3,647
46600 · Employee Training Expense	4,801	9,311
46800 · Travel Expense	13,665	8,354
47000 · Memberships	2,150	1,288
47200 · Safety Supplies/Equipment	4,473	2,413
47400 · Meals & PR	2,132	4,826
47501 · Marketing	30,900	30,014
47600 · Consultants Expense	2,960	324
47605 · Landing Fee Commission Expense	6,509	4,874
47707 · Display Expenses	0	998
49100 · Fingerprint/STA Charges	0	(200)
49202 · Badging Expenses	1,014	0
49203 · Badging / Compliance Contracts	2,075	0
49204 · Employee Screening	1,747	0
49205 · Annual IT Support Subscriptions	3,761	0
49206 · On-demand IT Support	380	0
49207 · Recurring IT Support Subscripti	2,728	0
49208 · Rental Car Fuel	66,603	0
66900 · Reconciliation Discrepancies	934	0
80600 · Miscellaneous Expense	0	(177)
80611 · BANK Charges	(15)	131
80625 · TPA – EE benefits and Payroll	3,680	0
80650 · Finance Charges	149	0
89610 · Misc.- ATCT	215	0
Total Expense	832,059	803,778
Net Ordinary Income	728,169	512,496

Missoula County Airport Authority
Profit & Loss Prev Year Comparison
 August 2024

	<u>Aug 24</u>	<u>Aug 23</u>
Other Income/Expense		
Other Income		
31500 · CFCs	220,192	150,904
70200 · Interest Income-Unrestricted	7,548	6,641
70400 · Project Restricted Interest	35	64
80550 · Insurance Settlement	62,746	0
89010 · Federal Programs		
89000 · Airport Improvement Grants	75,623	2,722,401
89500 · PFC Contributions	205,359	169,296
Total 89010 · Federal Programs	<u>280,982</u>	<u>2,891,697</u>
Total Other Income	571,503	3,049,306
Other Expense		
80140 · Note 2019A Interest Expense	44,530	51,473
80145 · Note 2019 B Interest Expense	7,132	8,506
80150 · Note 2022 Interest Expense	36,237	8,414
80300 · Depreciation	670,504	658,379
Total Other Expense	<u>758,403</u>	<u>726,772</u>
Net Other Income	<u>(186,900)</u>	<u>2,322,534</u>
Net Income	<u><u>541,269</u></u>	<u><u>2,835,030</u></u>

Missoula County Airport Authority
Profit & Loss Budget Performance
 August 2024

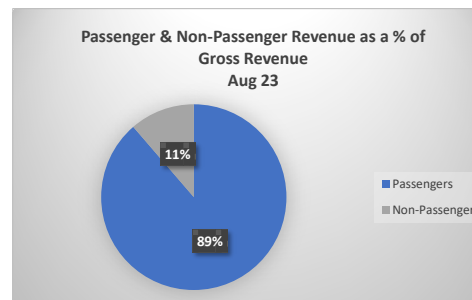
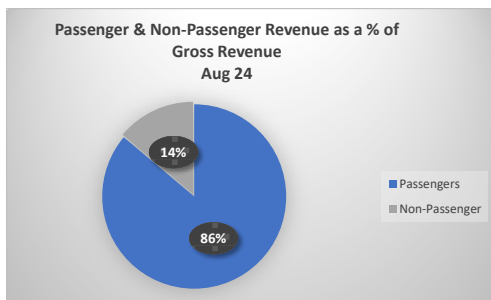
Ordinary Income/Expense	Aug 24	Budget	Jul - Aug 24	YTD Budget	Annual Budget	
Income						
30100 · Signatory Landing Fees	76,538	73,500	156,185	144,390	649,346	24%
30200 · Non Sig Landing Fees	33,231	35,155	75,823	80,509	274,281	28%
30210 · Cargo Landing Fees	2,356	4,809	8,280	9,201	53,736	15%
30220 · Charter Landing Fees	0	0	0	0	0	
30300 · Non-Based Landing Fees	36,677	29,965	63,439	38,686	187,849	34%
30400 · Signatory Rent	41,876	41,876	83,751	83,752	502,512	17%
30410 · Non-Sig Turn Fees	0	0	0	0	0	
30420 · Non-Sig Use Fees	41,822	48,850	100,232	114,092	363,852	28%
30430 · Signatory Use Fee	93,267	86,151	187,493	172,422	759,424	25%
30500 · Equipment/Space/Services	400		400			
30507 · Advertising Income	17,598	15,401	36,681	32,554	225,000	16%
30509 · Ground Handling	94,157	117,556	236,190	274,107	1,060,001	22%
30600 · FBO Rentals	22,291	23,500	44,582	47,000	274,998	16%
30800 · Fuel Flowage Fees	6,769	15,112	26,266	36,912	105,001	25%
30900 · Fuel Farm Leases	380	375	759	750	4,500	17%
31000 · Coffee Concession	1,219	1,111	2,439	1,813	11,250	22%
31100 · Restaurant	23,630	16,744	50,734	36,981	150,002	34%
31110 · Liquor Concessions	18,902	16,642	38,161	33,674	150,000	25%
31300 · Rental Car %	473,562	400,042	1,026,316	811,786	2,100,000	49%
31400 · Rent Car Rent	15,180	13,750	30,360	27,500	165,000	18%
31600 · Rent Car Fuel	65,952	53,597	110,861	107,194	358,030	31%
31900 · USFS Hangar Rent	20,810	21,252	41,621	42,504	255,024	16%
32100 · Gift Shop Faber	42,525	40,618	91,438	86,867	325,001	28%
32200 · Travel Agency	439	0	879	0	0	
32400 · Parking Lot	361,478	285,056	694,326	478,558	3,600,001	19%
32800 · Ag Land Leases	2,997	3,083	5,993	6,166	36,996	16%
32900 · Non-Aeronautical Ground Rent	30,893	29,600	61,786	59,200	355,200	17%
32910 · Aeronautical Ground Rent	7,685	7,673	23,007	22,929	109,999	21%
33000 · Vending	2,959	2,038	8,318	3,981	15,999	52%
33800 · Off Airport Rent Cars	12,906	5,435	26,861	18,161	40,001	67%
34000 · Utilities Reimbursement	2,689	2,785	5,778	5,984	35,005	17%
34200 · Miscellaneous Income	1,704	3,231	29,831	5,654	40,001	75%
34300 · Ground Transport	5,804	30,758	44,810	72,917	175,000	26%
34500 · Glycol Disposal	0	0	0	0	15,000	0%
42700 · Drain Pumping Fee	260	260	520	520	3,120	17%
81402 · TSA LEO Reimbursement	0	0	0	0	0	
81403 · TSA Checkpoint OTA	1,232	1,250	2,463	2,500	15,000	16%
85100 · Badging Fees Collected	40	2,416	145	2,476	15,000	1%
Total Income	1,560,228	1,429,591	3,316,728	2,861,740	12,431,129	27%
Gross Profit	1,560,228	1,429,591	3,316,728	2,861,740	12,431,129	

Missoula County Airport Authority
Profit & Loss Budget Performance
August 2024

Expense	Aug 24	Budget	Jul - Aug 24	YTD Budget	Annual Budget	
40100 · Wages	332,841	319,971	593,141	588,005	4,129,178	14%
40330 · Overtime Wages	10,070	3,322	21,122	12,386	90,000	23%
40600 · Fringe Benefits Expense	125,964	133,845	226,610	263,949	1,710,519	13%
40800 · Legal Services	1,369	1,647	1,369	1,787	29,999	5%
41200 · Insurance Expense	16,462	24,853	17,338	49,706	300,000	6%
41300 · Accounting Expense	985	0	1,970	0	83,951	2%
41400 · Phone Charges	3,393	3,498	6,775	6,984	45,499	15%
41600 · Phone R&M	0	0	0	0	0	
41800 · Communication R&M	29	2,221	254	4,366	21,395	1%
42000 · Office Supplies	3,492	4,395	7,036	6,965	36,449	19%
42100 · Computer Equipment Expense	24,860	1,041	34,952	1,747	38,952	90%
42200 · Electricity/Gas Expense	45,701	41,875	82,291	78,730	614,999	13%
42400 · Water Expense	8,384	7,988	17,096	15,945	72,001	24%
42500 · Sewer Expense	2,467	5,943	4,384	11,886	43,990	10%
42600 · Disposal Expense	2,691	780	6,087	6,700	39,999	15%
42800 · Disposal-Industrial	0	0	523	0	6,476	8%
43000 · Petroleum Products Expense	3,821	4,369	9,703	11,822	115,212	8%
43400 · Vehicle R&M	5,668	6,753	10,995	23,801	106,264	10%
43600 · Equipment Rental	0	619	0	619	2,625	0%
43800 · Tools/Equipment	12,433	13,314	16,661	17,181	79,863	21%
44000 · Landscaping Expense	0	67	64	254	12,924	0%
44100 · Custodial Services	45,660	49,907	86,105	91,682	530,000	16%
44200 · Contracted Maintenance	12,929	12,341	23,726	25,666	168,317	14%
44302 · Jet Bridge R&M	838	3,568	879	5,422	17,501	5%
44400 · Electric Maintenance	1,984	205	3,477	244	12,000	29%
44600 · Plumbing Expense	189	0	383	0	11,999	3%
44800 · Mechanical/Supplies	1,474	11,787	1,594	14,134	25,000	6%
45000 · Building General R&M	1,355	1,497	4,223	1,691	24,999	17%
45104 · Rent Car R&M	1,295	1,386	6,648	2,965	14,998	44%
45105 · ATCT R&M	22	0	565	0	5,000	11%
45106 · USFS Hangar R&M	0	1,177	145	2,327	5,001	3%
45107 · BHS Parts and MX	0	30,119	0	34,850	75,000	0%
45203 · Airfield Maintenance	1,743	3,207	2,063	3,755	58,885	4%
45400 · Landside Maintenance	0	20,141	264	20,280	29,000	1%
45600 · Airfield Lighting R&M	0	11,752	449	12,129	15,900	3%
45703 · Fog Abatement	0	0	0	0	3,240	0%
45800 · Snow & Ice Removal	0	0	0	0	282,079	0%
46000 · Custodial Supplies	7,539	5,415	16,842	8,653	70,002	24%
46400 · Uniform Expense	5,540	4,963	9,612	6,782	59,580	16%
46600 · Employee Training Expense	4,801	14,836	9,500	18,707	128,843	7%
46800 · Travel Expense	13,665	9,613	16,820	11,597	146,003	12%
47000 · Memberships	2,150	1,568	3,864	2,041	43,196	9%
47200 · Safety Supplies/Equipment	4,473	2,907	5,946	4,884	44,172	13%
47303 · Wildlife Mitigation	0	667	0	1,334	8,004	0%
47400 · Meals & PR	2,132	5,321	5,108	6,598	38,303	13%
47501 · Marketing	30,900	44,204	51,895	53,017	300,001	17%
47600 · Consultants Expense	2,960	1,154	4,423	2,051	123,449	4%
47605 · Landing Fee Commission Expense	6,509	5,583	8,897	7,208	34,998	25%
47707 · Display Expenses	0	170	0	340	2,500	0%
47717 · VIC Expenses	0	125	0	250	1,500	0%
49202 · Badging Expenses	1,014	433	1,014	866	5,196	20%
49203 · Badging / Compliance Contracts	2,075	2,150	4,150	4,300	25,800	16%
49204 · Employee Screening	1,747	4,167	1,747	8,334	50,004	3%
49205 · Annual IT Support Subscriptions	3,761	3,833	13,413	7,666	45,996	29%
49206 · On-demand IT Support	380	4,167	1,177	8,334	50,004	2%
49207 · Recurring IT Support Subscripti	2,728	3,229	5,424	6,458	38,748	14%
49208 · Rental Car Fuel	66,603	50,796	144,464	102,073	350,310	41%
49209 · ISS CCURE/accesscontrol/camera	0	4,583	0	9,166	54,996	0%
66900 · Reconciliation Discrepancies	934		718			
80600 · Miscellaneous Expense	0	(56)	1,870	(56)	602	311%
80611 · BANK Charges	(15)	663	68	1,468	2,999	2%
80625 · TPA – EE benefits and Payroll	3,680	2,458	3,680	4,916	29,496	12%
80650 · Finance Charges	149		214			
89610 · Misc.- ATCT	215		215			
Total Expense	832,059	896,537	1,499,953	1,594,965	10,513,916	14%
Net Ordinary Income	728,169	533,054	1,816,775	1,266,775	1,917,213	
Net Income	728,169	533,054	1,816,775	1,266,775	1,917,213	

MISSOULA COUNTY AIRPORT AUTHORITY OPERATING REVENUES & OPERATING EXPENSES For the Period Ended August 31, 2024 and 2023

	Aug-24	Aug-23	\$ DIFF.	% DIFF.	Aug-24 % of Gross	Aug-23 % of Gross	Change
Passenger Airline Aeronautical Revenue:							
Passenger airline landing fees (signatory & non-signatory), net air incentives	\$ 109,769	\$ 99,407	\$ 10,362	10%	7%	8%	-1%
Terminal arrival fees, rents and utilities, net air incentives	176,964	160,063	16,901	11%	11%	12%	-1%
Total	286,733	259,470	27,263	11%	18%	20%	-1%
Non-Passenger Aeronautical Revenue:							
Landing Fees from Cargo	2,356	6,136	(3,781)	-62%	0%	0%	0%
Landing Fees GA, Military & USFS	36,677	24,369	12,308	51%	2%	2%	0%
FBO revenue; contract or sponsor-operated	22,671	22,783	(112)	0%	1%	2%	0%
Cargo and hangar rentals (USFS hanger & aeronautical ground rent)	28,496	28,323	173	1%	2%	2%	0%
Fuel sales and fuel flowage fees	72,720	15,651	57,069	365%	5%	1%	3%
Security Reimbursements from Fed govt.	1,232	10,377	(9,145)	-88%	0%	1%	-1%
Other non-passenger operating revenue (ground handling)	94,157	88,816	5,341	6%	6%	7%	-1%
Total	258,308	196,455	61,853	31%	17%	15%	2%
Non-Aeronautical Revenue:							
Land and non-terminal facility leases and revenues (ag lease & non-aeronautical ground rent)	33,889	32,654	1,235	4%	2%	2%	0%
Terminal-food and beverage	43,750	35,897	7,853	22%	3%	3%	0%
Terminal-retail stores & duty free	42,525	38,610	3,914	10%	3%	3%	0%
Terminal-services and other (advertising, vending, other)	20,997	21,349	(352)	-2%	1%	2%	0%
Rental cars-excludes customer facility charges	501,648	428,241	73,406	17%	32%	33%	0%
Parking	361,478	264,943	96,535	36%	23%	20%	3%
Other (flight crew parking, badging, utilities reimbursement, other)	5,094	8,943	(3,849)	-43%	0%	1%	0%
Ground transportation	5,804	29,713	(23,909)	-80%	0%	2%	-2%
Total	1,015,183	860,349	154,834	18%	65%	65%	0%
Total Operating Revenue	\$ 1,560,225	\$ 1,316,275	\$ 243,950	19%	100%	100%	
Operating Expenses							
Personnel compensation and benefits	\$ 468,175	\$ 432,755	\$ 35,420	8%	56.27%	53.84%	2%
Communications and utilities	62,636	54,479	8,157	15%	7.53%	6.78%	1%
Supplies and materials	146,355	168,833	(22,478)	-13%	17.59%	21.00%	-3%
Contractual services	138,431	128,751	9,680	8%	16.64%	16.02%	1%
Insurance, claims and settlements	16,462	18,959	(2,498)	-13%	1.98%	2.36%	0%
	-	-	-		0%		0.00%
Total Operating Expenses	\$ 832,059	\$ 803,777	\$ 28,281	4%	100%	100%	
Net Operating Income	\$ 728,167	\$ 512,498	\$ 215,669				



MISSOULA COUNTY AIRPORT AUTHORITY
STATEMENT OF CASH FLOW
For the Month Ended August 31, 2024

	<u>31-Aug</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from customers	\$ 1,629,548
Cash paid to suppliers	(307,198)
Cash paid to employees and employee benefits	<u>(468,668)</u>
Net cash flows from operating activities	<u>853,682</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments for capital assets	(1,906,646)
Interest paid on long-term debt	2,224
Proceeds on long-term debt	650,000
Federal contributions	1,060,130
Subsequent collections of capital contributions	<u>8,312</u>
Net cash flows from capital and related financing activities	<u>(185,980)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Insurance Recovery	62,746
Customer facility charges	220,192
Passenger facility charges	<u>205,359</u>
Net cash flows from noncapital financing activities	<u>488,297</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest and investment revenue	<u>7,583</u>
Net cash flows from investing activities	<u>7,583</u>
Net change in cash and investments	1,163,581
Cash and investments, beginning of August, 2024	<u>8,952,389</u>
Cash and investments, end of August, 2024	<u>\$ 10,115,971</u>

	<u>31-Aug</u>
RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH FLOWS FROM OPERATING ACTIVITIES	
Income from operations	\$ <u>728,169</u>
Adjustments to reconcile loss from operations to net cash flows from operating activities:	
Change in receivables and other assets	71,820
Change in prepaid expenses	(211,281)
Change in unearned revenue, advance payment, and deferred inflows	(6,947)
Change in accounts payable and accrued expenses	<u>271,921</u>
Total adjustments	<u>125,513</u>
Net cash flows from operating activities	<u>\$ 853,682</u>

MISSOULA COUNTY AIRPORT AUTHORITY
LONG-TERM DEBT
For the Month Ended August 31, 2024

FY 2025	Balance June 30, 2024	Proceeds from Borrowing	Payments	Balance August 31, 2024
Note payable to First Security Bank of Missoula - series 2019A	\$ 13,316,800	\$ -	\$ -	\$ 13,316,800
Note payable to First Security Bank of Missoula - series 2019B	2,917,498	-	(135,719)	2,781,779
Note payable to First Security Bank of Missoula - series 2022	<u>10,871,280</u>	<u>650,000</u>	<u>-</u>	<u>11,521,280</u>
	<u>\$ 27,105,578</u>	<u>\$ 650,000</u>	<u>\$ (135,719)</u>	<u>\$ 27,619,859</u>

Note payable activity for the month ended August 31, 2024:	Amount
Proceeds from Borrowing	\$ 650,000
Payments	\$ -

Current estimated debt service payment; payable October 1, 2024	Principal	Interest	Total
*Note payable to First Security Bank of Missoula - series 2019A	\$ -	\$ 133,591	\$ 133,591
**Note payable to First Security Bank of Missoula - series 2019B	136,441	21,395	157,836
***Note payable to First Security Bank of Missoula - series 2022	<u>-</u>	<u>108,711</u>	<u>108,711</u>
	<u>\$ 136,441</u>	<u>\$ 263,697</u>	<u>\$ 400,138</u>

**Interest on the unpaid principal is calculated on the basis of actual number of days elapsed in a 365 or 366 day year at a fixed annual interest rate of 3.98%. Interest is due and payable on the 1st day of each calendar quarter, beginning July 1, 2020. Principal is due and payable on the 1st day of each calendar quarter, beginning July 1, 2029. All unpaid principal and accrued interest is due and payable on July 1, 2044.*

***Interest on the unpaid principal is calculated on the basis of actual number of days elapsed in a 365 or 366 day year at a fixed annual interest rate of 3.04%. Interest is due and payable on the 1st day of each calendar quarter, beginning July 1, 2020. Principal is due and payable on the 1st day of each calendar quarter, beginning July 1, 2022. All unpaid principal and accrued interest is due and payable on April 1, 2029.*

****Interest on the unpaid principal is calculated on the basis of actual number of days elapsed in a 365 or 366 day year at a fixed annual interest rate of 3.87%. Interest is due and payable on the 1st day of each calendar quarter, commencing April 1, 2023, and principal is due and payable on the 1st day of each calendar quarter, commencing July 1, 2032. All unpaid principal and accrued interest is due and payable on April 1, 2047.*



**Director's Report
September 20, 2024**

Director's Statement: Another record month, August ended with an increase of 11.8% more passengers as compared August of 2023. This is our 7th month in a row with increases and 4th month in a row exceeding our 2019 monthly records! As we look into the fall and winter, we are expecting double digit growth to continue. We will be very close to surpassing a million passengers utilizing our facility this year.

Legislative: Potential federal shutdown looming, many are urging the Speaker to bring a clean, three-month extension of federal funding to the floor as quickly as possible. Anxious senators are said to be preparing their own version of a clean extension in case the House efforts collapse. The current federal fiscal year ends on September 30, and additional funding must be in place to keep federal agencies operating into the new fiscal year.

Construction: Progress continues on phase 2; we completed a milestone last week doing a full cutover of power between phase one and two. A full power shut down was done in this building so we could tie both phases together, they were able to do it between departure and arrival evening banks, so no passengers or aircraft were affected. Interior and exterior ramp and parking lot work is underway before our winter weather shuts down paving plants. We are hoping to get all our exterior work done before the snow flies!

Design work continues on next fall's runway project. We have reached out to our airline partners, forest service and other with several other airport tenant users. We are still fine tuning the length of our shutdown but are currently targeting early September, post Labor Day, as our best option. I plan on bringing up the topic of possibly having a "Board retreat" soon to discuss our phasing plan and thought process on the project if you are interested.

Board Agenda: At this point it looks like we will have three agenda items to discuss.

- Martel Contract Amendment No. 27 – Build out of Phase 2 Concession Space, we have been working with Faber and Martel on this buildout for quite some time, we have valued engineered and have updated bids in hand for us to discuss and hopefully approve at our meeting.

- Phase 2 Furniture, Fixtures & Equipment Package, basically three items included in this package. Additional common-use computer terminals for our additional gates, new luggage carts as we open up a permanent baggage claim, and we would like to standardize our checkpoint with new signage and better stanchion layout.
- Airport Police Vehicle Purchase, we have been trying to update our police vehicles for the past couple of years and have finally found a vehicle that meets our specs, this is a budgeted item.

Master Plan: Nothing new to report here, our consultants are still reviewing our open house comments and will make necessary recommendations and adjustments.

Misc: Reminder for those interested, Saturday September 21st, Tim and I will be cooking from 11 am to 2 pm at our annual general aviation appreciation gathering—come grab a burger and visit with our GA partners, always a fun time!

Tim and I traveled to Asheville, NC last week to attend an air service conference, numerous airports in attendance along with numerous airline representatives from six airlines in attendance. Lots of great Q&A, all airports are run a little differently, but with the same goals. Once again, we are reminded about the quality of employees we have here at the airport. Asheville is embarking on a large terminal reconstruction project; we are very glad we are finishing ours up.

We also sent two of our Public Safety Officers to an ARFF Chiefs Conference last week as well, they stated it was a great conference and came back with lots of good contacts and great information for their department. In addition, Chief Shaffer and another Public Safety Officer attended an immediate response training course which was held in Miles City, MT earlier this month.

Juniper Davis, who will be taking over from Lynn starts her position September 30th. She will be traveling shortly thereafter attending an airport law legal conference in Chicago in early October. The workshop does a great job of reviewing the basics of airport law and goes through recent updates.

Will Parnell will be traveling to Washington DC in October as well to attend a NTSB conference. This is great training that we are rotating our staff through as the classes become available.

Tim will be traveling to Las Vegas at the beginning of October to attend Allegiant Airlines' yearly conference and meet with them one on one to discuss our market. Then in the middle of October both Tim and I will be in Boise, ID for our NW AAE chapter annual conference.

Not to be left out, deice season is fast approaching for our ground handling folks who recently traveled to Chicago and Dallas.

Lastly, More Perfect Union publication is onsite this week doing some filming and interviewing for a piece they hope to publish regarding our new airport terminal and ongoing construction.

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: September 24th, 2024

1. **TITLE:** East Concourse Concessions GMP – Martel Contract #27

Review, discussion, and possible approval of the Guaranteed Maximum Price (GMP) from Martel Construction for the construction of the East Concourse Concessions Program. **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION** In March '22, the MCAA Board approved a GMP with Martel Construction for construction of the East Concourse (Phase 2). Notably absent from this GMP was the buildout of space programmed for concessions. This scope of work was omitted initially as further coordination with the airport concessions operator, Faber, Coe and Gregg Intl. was required. Airport staff worked with Faber to determine project parameters and in February '23 the MCAA Board approved an MOU with Faber for East Concourse Concessions. Faber agreed to fund design and equipment, with the airport funding construction of the spaces. At completion of design, staff requested an estimate of buildout costs and worked with Faber to find value engineered options to optimize funding. The proposed GMP covers a minor remodel to pre-security concessions, adds a secure storage area, kitchen, marketplace (coffee/retail) and taproom (full bar service). The expanded concession spaces will help to disperse passengers throughout the facility, improving service levels, reducing lines and increasing revenue opportunities with expanded product offerings.
5. **BUDGET INFORMATION:** Amount Required: \$1,437,235
Terminal Financing/Construction Contingencies
6. **SUPPLEMENTAL AGENDA INFORMATION:** Martel Contract Amendment #27
7. **RECOMMENDED MOTION:** Move to approve the GMP with Martel Construction in the amount not to exceed \$1,437,235
8. **PREPARED BY:** Tim Damrow, Deputy Director
9. **COMMITTEE REVIEW:** N/A

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 24th day of September in the year 2024, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 25th day of April in the year 2017 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

MSO East Concourse Faber TI
5225 Highway 10 West
Missoula, MT. 59808

THE OWNER:
(Name, legal status, and address)

Missoula County Airport Authority
A Municipal Airport Authority under Montana Law
5225 Highway 10 West
Missoula, MT 59808

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Martel Construction inc.
1203 South Church Street
Bozeman, MT 59715

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Four Hundred Thirty-Seven Thousand Two Hundred Thirty-Five (\$ 1,437,235), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Itemized Statement by Trade Category

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:
No alternates were bid in this phase.

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)
No alternates were bid in this phase.

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

See Itemized Statement by Trade Categories

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of notice to proceed from the owner.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[TO BE DETERMINED] Not later than () calendar days from the date of commencement of the Work.

By the following date: TO BE DETERMINED

§ **A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:
To be determined

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ **A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ **A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

Faber Pre-Security, Storage, Marketplace &Taphouse Plans and Specs, As listed in Procore Bid Documents, Team Construction Management Software

§ **A.3.1.1** The following Supplementary and other Conditions of the Contract:

Faber Pre-Security, Storage, Marketplace &Taphouse Plans and Specs, As listed in Procore Bid Documents, Team Construction Management Software

Document	Title	Date	Pages
----------	-------	------	-------

§ **A.3.1.2** The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Faber Pre-Security, Storage, Marketplace &Taphouse Plans and Specs, As listed in Procore Bid Documents, Team Construction Management Software

Section	Title	Date	Pages
---------	-------	------	-------

§ **A.3.1.3** The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Faber Pre-Security, Storage, Marketplace &Taphouse Plans and Specs, As listed in Procore Bid Documents, Team Construction Management Software

Number	Title	Date
--------	-------	------

§ **A.3.1.4** The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
NA		

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User Notes: (1785737816)

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

See attached Itemized Allowance Statement.

Item	Price
Allowances listed MSO Allowance Spreadsheet report dated 9/18/2024	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

The Construction Manager shall purchase and maintain property insurance written on a builder's risk "all-risk" form as further described in section 11.3.1 of AIA Document A201.

Article 8 of AIA Document A133 is amended to include the following:

Type of Insurance	Limit of Liability
Commercial General Liability	
• General Aggregate	\$5,000,000.00
• Products – Completed Operations Aggregate	\$5,000,000.00
• Bodily Injury and Property Damage (Each Occurrence)	\$5,000,000.00
Automobile Liability – combined single limit (bodily injury and property damage)	\$5,000,000.00

Primary occurrence limit cannot be less than \$1,000,000.

The deductible may not exceed \$5,000 per accident.

Owners and Contractors Protective Policy

• General Aggregate	\$4,000,000.00
• Each Occurrence	\$2,000,000.00

The deductible amount of any and all Builders Risk Insurance Occurrences will be paid for out of the Construction Contingency Fund.

A change order to this Contract Amendment and GMP will be required if the Contingency Fund is exhausted.

Also see the Attached Itemized Statement by Trade Category.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

This Contract Amendment is an Exhibit to the original A133 – 2009 between MSO and Martel Construction.

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

See Itemized Statement by Trade Category.

This Amendment to the Agreement entered into as of the day and year first written above.

Init.

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User Notes:

(1785737816)

OWNER *(Signature)*

Brian Ellestad - Director
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Travis Frey – Vice President
(Printed name and title)

Init.

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User Notes:

(1785737816)

Project name MSO - Faber TI Bid
Labor rate table 06 - Martel
Equipment rate table Martel
Report format Sorted by 'Location/Group phase/Phase'
'Detail' summary
Paginate

Location	Group	Phase	Item	Description	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
1	Kitchen & Market									
2	01-0000			GENERAL REQUIREMENTS						
3		01-0110		Supervision	12,025					12,025
4		01-0150		Project Management	10,709					10,709
5		01-2100		Temporary Electric						
6		01-3050		Material Storage Unit						
7		01-3150		Temporary Toilet		44				44
8		01-3200		Barricades & Enclosures						
9		01-7080		Trash & Rubbish Handling		220				220
10		01-7100		Final Cleanup			1,152			1,152
11	03-0000			CONCRETE						
12		03-5230		Sealing Compound	753	300				1,053
13	05-0000			STEEL						
14		05-0500		Division 5 Materials			7,500			7,500
15	06-0000			WOOD & PLASTICS						
16		06-1190		Backing & Blocking	5,178	1,080				6,258
17		06-4120		Laminate-Clad Casework					143,822	143,822
18		06-4160		Countertops						
19	07-0000			THERMAL & MOISTURE PROT.						
20		07-2150		Blanket Insulation						
21	08-0000			DOORS & WINDOWS						
22		08-3400		Special Function Doors	2,971	2,868			14,958	20,797
23	09-0000			FINISHES						
24		09-1100		Metal Stud Framing			28,415			28,415
25		09-3100		Flooring & Base			49,921			49,921
26		09-5100		Acoustical Ceilings			74,096			74,096
27		09-7200		Wall Covering	12,573	15,955	10,980			39,508
28		09-9100		Paint Finishes			9,030			9,030
29		09-9300		Wood Finishes						
30	10-0000			SPECIALTIES						
31		10-1000		Visual Display Boards	753	300				1,053
32		10-4000		Graphics / Signage						
33	11-0000			EQUIPMENT						
34		11-4000		Food Service Equipment	1,349					1,349
35	21-0000			FIRE SUPPRESSION						
36		21-0500		Fire Suppression			14,365			14,365
37	23-0000			HVAC						
38		23-0100		Plumbing & HVAC			206,900			206,900
39	26-0000			ELECTRICAL						
40		26-0500		Electrical			147,609			147,609
41	27-0000			COMMUNICATIONS						
42		27-0500		Communications			35,656			35,656
43	Pre-Sec									
44	01-0000			GENERAL REQUIREMENTS						
45		01-0110		Supervision	2,004					2,004
46		01-0150		Project Management	1,785					1,785
47		01-2100		Temporary Electric						
48		01-3050		Material Storage Unit						
49		01-3150		Temporary Toilet		66				66
50		01-3200		Barricades & Enclosures						
51		01-7080		Trash & Rubbish Handling		495				495

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Location	Group	Phase	Item	Description	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
		01-7100		Final Cleanup			374			374
53	05-0000			STEEL						
54		05-0500		Division 5 Materials						
55	06-0000			WOOD & PLASTICS						
56		06-1190		Backing & Blocking						
57		06-4120		Laminate-Clad Casework						
58		06-4140		Owner Supplied Fixtures	2,573					2,573
59		06-4160		Countertops						
60	07-0000			THERMAL & MOISTURE PROT.						
61		07-2150		Blanket Insulation						
62	09-0000			FINISHES						
63		09-1100		Metal Stud Framing			2,000			2,000
64		09-3100		Flooring & Base						
65		09-5100		Acoustical Ceilings						
66		09-7200		Wall Covering	2,960	3,968				6,928
67		09-9100		Paint Finishes						
68		09-9300		Wood Finishes						
69	11-0000			EQUIPMENT						
70		11-4000		Food Service Equipment	63					63
71	12-0000			FURNISHINGS						
72		12-5000		Furniture	1,067					1,067
73	21-0000			FIRE SUPPRESSION						
74		21-0500		Fire Suppression						
75	23-0000			HVAC						
76		23-0100		Plumbing & HVAC						
77	26-0000			ELECTRICAL						
78		26-0500		Electrical			10,423			10,423
79	27-0000			COMMUNICATIONS						
80		27-0500		Communications						
81	Storage									
82	01-0000			GENERAL REQUIREMENTS						
83		01-0110		Supervision	6,012					6,012
84		01-0150		Project Management	5,355					5,355
85		01-2100		Temporary Electric						
86		01-3050		Material Storage Unit						
87		01-3150		Temporary Toilet			66			66
88		01-3200		Barricades & Enclosures						
89		01-7080		Trash & Rubbish Handling			495			495
90		01-7100		Final Cleanup			248			248
91	03-0000			CONCRETE						
92		03-5230		Sealing Compound						
93	05-0000			STEEL						
94		05-0500		Division 5 Materials						
95	06-0000			WOOD & PLASTICS						
96		06-1190		Backing & Blocking	669	160				829
97		06-4120		Laminate-Clad Casework						
98		06-4160		Countertops						
99	07-0000			THERMAL & MOISTURE PROT.						
100		07-2150		Blanket Insulation						
101	09-0000			FINISHES						
102		09-1100		Metal Stud Framing			2,000			2,000
103		09-3100		Flooring & Base			328			328

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Location	Group	Phase	Item	Description	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
		09-5100		Acoustical Ceilings			15,065			15,065
105		09-9100		Paint Finishes			1,980			1,980
106		09-9300		Wood Finishes						
107	10-0000			SPECIALTIES						
108		10-5200		Fire Protection Specialty	94	410				504
109	11-0000			EQUIPMENT						
110		11-4000		Food Service Equipment	1,192					1,192
111	21-0000			FIRE SUPPRESSION						
112		21-0500		Fire Suppression			5,486			5,486
113	23-0000			HVAC						
114		23-0100		Plumbing & HVAC			4,750			4,750
115	26-0000			ELECTRICAL						
116		26-0500		Electrical			8,327			8,327
117	27-0000			COMMUNICATIONS						
118		27-0500		Communications						
119	Taphouse									
120	01-0000			GENERAL REQUIREMENTS						
121		01-0110		Supervision	4,008					4,008
122		01-0150		Project Management	3,570					3,570
123		01-2100		Temporary Electric						
124		01-3050		Material Storage Unit						
125		01-3150		Temporary Toilet			22			22
126		01-3200		Barricades & Enclosures						
127		01-7080		Trash & Rubbish Handling			110			110
128		01-7100		Final Cleanup			133			133
129	03-0000			CONCRETE						
130		03-5230		Sealing Compound	628	250				878
131	05-0000			STEEL						
132		05-0500		Division 5 Materials						
133	06-0000			WOOD & PLASTICS						
134		06-1190		Backing & Blocking						
135		06-4120		Laminate-Clad Casework					65,643	65,643
136		06-4160		Countertops						
137	07-0000			THERMAL & MOISTURE PROT.						
138		07-2150		Blanket Insulation						
139	08-0000			DOORS & WINDOWS						
140		08-3400		Special Function Doors	753	150				903
141	09-0000			FINISHES						
142		09-1100		Metal Stud Framing			28,415			28,415
143		09-3100		Flooring & Base			9,808			9,808
144		09-5100		Acoustical Ceilings			70,101			70,101
145		09-5450		Specialty Ceilings			2,696		4,000	6,696
146		09-7200		Wall Covering	1,506		8,620			10,126
147		09-9100		Paint Finishes						
148		09-9300		Wood Finishes						
149	10-0000			SPECIALTIES						
150		10-1000		Visual Display Boards	1,004	400				1,404
151		10-4000		Graphics / Signage						
152		10-9900		Div. 10 Specialties						
153	11-0000			EQUIPMENT						
154		11-4000		Food Service Equipment	596					596
155	12-0000			FURNISHINGS						

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Location	Group	Phase	Item	Description	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
		12-5000		Furniture	2,244					2,244
157	21-0000			FIRE SUPPRESSION						
158		21-0500		Fire Suppression			7,588			7,588
159	23-0000			HVAC						
160		23-0100		Plumbing & HVAC			102,770			102,770
161	26-0000			ELECTRICAL						
162		26-0500		Electrical			79,182			79,182
163	27-0000			COMMUNICATIONS						
164		27-0500		Communications						

Estimate Totals

Description	Amount	Totals	Hours	Rate
Labor	84,396.00			
Material	27,358.00			
Subcontract	945,918.00			
Equipment				
Other	228,422.00			
	<u>1,286,094.00</u>	1,286,094.00		
Building Permit - rate	10,932.00			0.850 %
General Liability Insurance	12,861.00			1.000 %
Builders Risk	3,593.00			0.250 %
OCP	1,576.00			0.120 %
Construction Contingency	77,166.00			6.000 %
Construction Fee	45,013.00			3.500 %
	<u>151,141.00</u>	1,437,235.00		
Total		1,437,235.00		

East Concourse Faber TI - Itemized Allowance Statement

MSO Allowances

Group	Phase	Area	Description	Allowance Value
05-0000	05-0500	Kitchen & Market	Roof Penetration Support	\$ 7,500.00
06-0000	06-1190	Kitchen & Market	Casework, Trim, Paneling & Decorative Metal Package - Madsen	\$ 143,822.00
08-0000	08-3400	Kitchen & Market	Door/Security Grille Supply	\$ 14,958.00

Faber Allowances

Group	Phase	Area	Description	Allowance Value
06-0000	06-1190	Taphouse	Casework, Trim, Paneling & Decorative Metal Package - Madsen	\$ 65,643.00
09-0000	09-5450	Taphouse	Microlite Ceiling System & Faux Beams - KMDI	\$ 4,000.00
23-000	23-0100	Taphouse	6" Beer Sleeve Conduit	\$ 30,000.00





**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: September 24th, 2024

1. **TITLE:** Phase 2 FFE Package 4

Review, discussion, and possible approval of Phase 2 FFE Package 4

ACTION ITEM

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

UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** Phase 2 FFE (Furniture, Fixtures and Equipment) Package 4 includes several assorted items to round out the buildout of the new Missoula Airport. The primary component of this package is an expansion of the airport's Amadeus common use passenger processing system (8 terminals). This system allows seamless transition for airline staff between gates and ticket counters, allowing ultimate flexibility for operations. The package also includes the purchase of an additional 40 passenger luggage carts that will be placed in baggage claim. Airport staff intend to find a sponsor for the luggage carts to cover the initial purchase and offer carts to passengers free of use fees. The final component is a replacement of our checkpoint queuing system. The airport has been evaluating the optimal layout of the checkpoint queue based on passenger volumes and subsequent wait times. Staff are recommending we implement a flexible stanchion layout to optimize queueing between peak and off-peak traffic volumes. The proposed system allows staff to easily re-queue the checkpoint area, increase room in existing lanes, provide better lane signage and is compatible with existing stanchions. To reduce costs and complexities, the Missoula airport team will be coordinating purchase, delivery and installation of each respective item. A contingency amount of 8% has been added to help cover any additional product adjustments that may occur.

5. **BUDGET INFORMATION:** Amount Required: \$118,492
Budget amount available: Terminal Financing/Planned FFE Budget

6. **SUPPLEMENTAL AGENDA INFORMATION:** Phase 2 FFE Package 4

7. **RECOMMENDED MOTION:** Move to approve Phase 2 FFE Package 4 and authorize staff to procure and purchase package elements in the total amount not to exceed \$118,492.

8. **PREPARED BY:** Tim Damrow

9. **COMMITTEE REVIEW:** None.



Phase 2 Terminal Expansion

Furniture, Fixtures and Equipment

Package 4

Misc Components

9.24.2024

Package Summary	
Description	
Supply and install of common use terminals, passenger luggage carts and a lobby queuing system.	
Components	Amount
Amadeus Common Use Terminals	
Equipment	\$33,962.33
Installation	\$9,475.00
Annual Recurring	\$7,329.71
Wanzl Baggage Carts (40)	
Equipment	\$34,735.21
LAVI Queuing System	
Equipment	\$24,212.30
Contingency (8%) - Missoula Airport	\$8,777
Total	\$118,492



Additional ACUS GT & TK Positions

Missoula International Airport

Fixed Price Quote



Sent via electronic mail

September 5, 2024

Tim Damrow
tdamrow@flymissoula.com

Reference: 2024_435 Additional ACUS GT & TK Positions

Dear Mr. Damrow,

This Fixed Price Quote (FPQ) has been provided in response to your request for Additional ACUS GT & TK Positions to be implemented at Missoula International Airport (MSO).

Amadeus has identified all the necessary hardware and professional services to successfully complete this request. We sincerely hope this proposal meets with your satisfaction.

Thank you in advance for contacting me if you have any questions or would like to discuss this FPQ in further detail.

Best regards,

Amadeus Airport IT Americas, Inc.

Rebu Joy

Airport Delivery Manager

cc: Bryson Threatt



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Document control				
Security level	Confidential			
Company	Amadeus Airport IT Americas, Inc.			
Author	Ryan Liles			
Reviewed by	Rebu Joy	Date	September 5, 2024	
Version	Date	Change	Comment	By
1	September 5, 2024	Initial commit	N/A	Ryan Liles



Scope of Work

Missoula County Airport Authority is requesting to expand the ACUS platform to 3 gate areas consisting of 3 workstations each and 2 ticket counter positions. The following hardware will be provided.

Gate Area Hardware:

- Qty 6: Dell Optiplex Thin Clients
- Qty 6: Dell 19" Monitors
- Qty 6: Access AKB500 MSR/OCR keyboards
- Qty 3: Access BGR700
- Qty 3: Vidtronix MAP Printer RFID USB
- Qty 3: HP LaserJet Pro 40001n

Ticket Counter Position:

- Qty 2: Dell Optiplex Thin Clients
- Qty 2: Dell 19" Monitors
- Qty 2: Access AKB500 MSR/OCR keyboards
- Qty 2: Vidtronix MAP Printer RFID USB
- Qty 1: HP LaserJet Pro 40001n
- Qty 2: Honeywell 1950G Scanners

All onsite professional services for installation and configuration have been included.

No new airline setups will be performed and all existing airlines (AA, AS, DL, F9, G4, SY, UA) will have operational use of these additional locations based on their current ACUS setups.

Exclusions

The following outlines what is not included in the scope of work. These exclusions are responsibilities that the airport will handle:

- **Infrastructure:**
 - Airport will provide and/or make the necessary adjustments to millwork.
 - Airport will provide all LAN and WAN network components.
 - Airport will provide power and network data connections for devices, both passive and active.
- **Consumables:**
 - Airport will provide consumables (i.e., paper stock, print heads, etc.).
- **VPN Access:**

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- Airport will provide remote VPN access for Amadeus implementation and support staff, if needed.
- **Installation:**
 - Access to installation locations will be provided by the Airport via escort or badging, if needed.
- **Level 1 Support:**
 - Level 1 support services to be handled by Airport, including:
 - Hardware device maintenance and replacement.
 - Hardware RMAs.
 - Onsite troubleshooting for hardware issues.
- **3rd Party Integrations:**
 - No 3rd party integrations, other than those explicitly mentioned, have been included in the proposal.



Terms and Conditions

Legal Effect of the Proposal

All information contained herein is accurate to the best of our knowledge and is based on certain assumptions made by Amadeus and based on the information provided by Missoula County Airport Authority in, or in relation to the Fixed Price Quote (hereinafter referred to as the “FPQ”). Any change to the underlying information or to the assumptions or dependencies mentioned in this proposal (the “Proposal”) may result in a change to the content of this Proposal and/or solution described herein.

This document contains information which is provided to Missoula County Airport Authority in response to its request to obtain a FPQ.

This Proposal and its contents shall be governed by the AIRPORT IT SERVICES AGREEMENT signed between Amadeus and Missoula County Airport Authority dated July 27th, 2021, subject to any additional terms and conditions which has been mutually agreed by the parties or which Amadeus has or intends to communicate.

All descriptive and graphical representation of architectures and interfaces are representative samples of products that Amadeus may at its discretion choose to continuously develop. Such product samples may be amended and altered by Amadeus in its discretion based on technological advancements in the market, clients’ requirements and evolving product features. Amadeus does not guarantee, commit to or promise any savings outlined in the Proposal will be achieved, nor will Amadeus be responsible for any failure of Missoula County Airport Authority or third parties to achieve such savings.

By accepting or issuing a purchase order following receipt of the FPQ, the Customer agrees to be bound and comply with the terms and conditions contained in this FPQ and the other documents which this FPQ incorporates by reference.

Amadeus is a trading name used by operating companies within the Amadeus Group, the parent company being Amadeus IT Group SA.

Warranty

Whilst reasonable care has been taken to ensure that the information in this document is accurate, Amadeus assumes no responsibility for any inaccuracies or errors that may be contained herein. Amadeus shall not be held responsible for any loss or damage (direct or otherwise) caused by errors, omissions, misprints, misinterpretation of or reliance on the information in this Proposal, even if advised of the possibility of such damages. This Proposal is



provided “as is”. Except for any implied warranties or terms that cannot be excluded by law, Amadeus makes no representations, covenants, conditions or warranties, whether express or implied, including any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or error or bug-free or uninterrupted operation.

Intellectual Property

Any Amadeus intellectual property or other information contained in this Proposal or relating to the products or services described herein shall remain the sole and exclusive property of Amadeus or its licensees, as applicable. Nothing herein shall constitute a license, transfer, or other grant of any rights in or to the information or intellectual property contained or referenced herein. Any products, services or company names that may be referred to in this Proposal that are trademarks are herewith acknowledged.

As a technology leader in the field, Amadeus takes innovation seriously. Some of the technology featured in this Proposal may be covered by Amadeus’ worldwide patents or other protected intellectual property. Please visit <https://amadeus.com/en/policies/patents> for more information. If you have questions, please feel free to contact your Account Manager, Bryson Threatt.

Confidentiality

This Proposal, including all information contained herein and any attached or related documents, is strictly confidential and proprietary information of Amadeus and its respective affiliates, subsidiaries, members, vendors and/or suppliers and is being provided to Missoula County Airport Authority in response to the request for a FPQ for the sole and exclusive purpose of enabling your company to assess its potential business relationship with Amadeus and evaluating this Proposal.

This Proposal, including all information contained herein and any attached or related documents, is disclosed subject to the provisions relating to non-disclosure and IPR of AIRPORT IT SERVICES AGREEMENT signed between Amadeus and Missoula County Airport Authority dated July 27th, 2021 (hereinafter referred to as the “NDA”). Missoula County Airport Authority shall maintain such information as confidential and disclose it only in accordance with the terms and conditions of the NDA.

The acceptance and review by Missoula County Airport Authority of this Proposal constitutes the agreement of Missoula County Airport Authority to keep this Proposal and all information and all attached and related documents it contains confidential in accordance with the provisions of the NDA.

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Missoula County Airport Authority acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and Missoula County Airport Authority undertakes not to use any Confidential Information for any unlawful purpose. Missoula County Airport Authority is expressly advised that Amadeus is a company whose shares are admitted to trading on a regulated market in Spain and that all or part of the Confidential Information constitutes or may constitute insider information, according to the terms of article 81 of the Spanish Securities Market Act.

Validity

All prices and charges quoted in this Proposal are based on 2024 prices and on an assumption of the contract term ending October 1st, 2027. All indicative pricing presented in this Proposal is exclusive of any applicable taxes (including indirect taxes and withholding taxes if applicable).

The Proposal shall remain valid for a period of 60 days from the date of this Proposal.

Amadeus reserves the right to void orders in the event of pricing inaccuracies or other errors.

Mobilization

Amadeus will make commercially reasonable efforts to mobilize on this effort within **45** days of receipt of a signed purchase order factoring in staff availability. In the event Missoula County Airport Authority issues a purchase order which is subject to its own terms and conditions, notwithstanding anything to the contrary, the parties shall be governed by Amadeus' terms and conditions which shall take precedence and trump over any other contractual documentation provided by Missoula County Airport Authority.

Payment

Amadeus will order hardware and schedule work upon receipt of a Purchase Order from Missoula County Airport Authority.

*Hardware lead time is 12-14 weeks after receipt of a Purchase Order. If anything affects lead times after you have placed your order, we will notify you. Any returned, unopened hardware may be subject to a restocking fee.

Standard Payment Terms: Amadeus will invoice Missoula County Airport Authority upon completion of the work – All specified payments are due Net-30 days and payable in USD.



Pricing

Purchase orders should be sent to DG-ORL-Purchasing@amadeus.com.

Project Pricing

Item	Description	Qty.	Unit	Unit Sell Price	Total Sell Price
HARDWARE					
1	Dell Optiplex 3000 TC	8	EA	\$566.00	\$4,528.00
2	Dell 19" Flat Panel Display Monitor P1917S	8	EA	\$212.00	\$1,696.00
3	Vidtronix MAP USB RFID Printer: Dual USB Interface, Burster, Display, RFID 203DPI. Includes US Power Cord & Power Supply	5	EA	\$3,185.00	\$15,925.00
4	Vidtronix Accessory: Printer Cable 10ft USB	10	EA	\$9.50	\$95.00
5	Access AKB500-G-US-U-OM-0: Integrated OCR/MSR Keyboard w/ USB Interface w/ 5 Yr Warranty	8	EA	\$560.00	\$4,480.00
6	Access BGR700-U: Face Up 1D/2D Boarding Gate Reader w/ USB Interface w/ 5 Yr Warranty	3	EA	\$943.00	\$2,829.00
7	Access IEC Power Cable US plug: XMAINLDUS	3	EA	\$20.00	\$60.00
8	Honeywell Handscanner BCR 1960GSR-2USB-N	2	EA	\$503.99	\$1,007.98
9	Honeywell 6IN Xenon 1960 Stand	2	EA	\$63.49	\$126.98
10	HP Laserjet Pro 4001n B&W	4	EA	\$547.61	\$2,190.44
11	Electronic HP Care Pack Next Business Day Hardware Exchange - 3YR Extended Serv	4	EA	\$106.97	\$427.88



Item	Description	Qty.	Unit	Unit Sell Price	Total Sell Price
12	Freight & Shipping	1	LOT	\$596.05	\$596.05
HARDWARE SUBTOTAL					\$33,962.33
PROFESSIONAL SERVICES					
13	Amadeus Systems Engineer	1	LOT	\$9,475.00	\$9,475.00
PROFESSIONAL SERVICES SUBTOTAL					\$9,475.00
TOTAL					\$43,437.33

Operational Pricing

Operational pricing is based on the existing contract terms and will be prorated as necessary. Billing will begin once project work is completed for the remaining terms of the contract.

Item	Description	Qty.	Unit	Unit Sell Price	Total Sell Price
SAAS SUBSCRIPTION					
1	ACUS Annual SaaS Subscription per Workstation	8	EA	\$700.00	\$5,600.00
SAAS SUBSCRIPTION SUBTOTAL					\$5,600.00
SUPPORT AND MAINTENANCE					
1	ACUS Annual Support and Maintenance	1	EA	\$1,729.71	\$1,729.71
SUPPORT AND MAINTENANCE SUBTOTAL					\$1,729.71
TOTAL					\$7,329.71



Acceptance

Agreed and signed for and on behalf of Missoula County Airport Authority:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Wanzl



RETAIL



MATERIAL
HANDLING



AIRPORT



ACCESS



HOTEL

Wanzl North America Headquarters

700 Technibilt Dr.
PO BOX 310
Newton, NC 28658
Tel: 828.464.7388

Wanzl North America Service

8289 Darrow Rd.
Twinsburg, OH 44087
Tel: 800.321.8875

Wanzl Contact:

Kent Padgett - Access Solutions BDM

Email: Kent.Padgett@wanzl.com

PH: (919) 539.6448

Location: 700 Technibilt Dr. Newton, NC 28658

Customer Contact:

Tim Damrow

Email: Tdamrow@FlyMissoula.com

PH: 406-532-8745

Location: 5225 West Broadway, Missoula, MT 59808

**Wanzl Airport Luggage Carts
Missoula Montana Airport
March 27, 2024**





<p>Wanzl Contact:</p> <p>Kent Padgett - Access Solutions BDM</p> <p>Email: Kent.Padgett@wanzl.com</p> <p>PH: (919) 539.6448</p> <p>Location: 700 Technibilt Dr. Newton, NC 28658</p>	<p>Customer Contact:</p> <p>Tim Damrow</p> <p>Email: Tdamrow@FlyMissoula.com</p> <p>PH: 406-532-8745</p> <p>Location: 5225 West Broadway, Missoula, MT 59808</p>
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Selected Option: Free Carts to Passengers				
Article Code	Product	Unit Price (USD)	Qty	Total Price (USD)
05.87576.31-0003	Travel 300, Stainless Steel, no brakes	\$ 667.93	40	\$ 26,717.20
	Freight Estimate	\$ -	1	\$ 8,018.01
Estimated Grand Total =				\$ 34,735.21

By signing this document, you agree to the terms and conditions below and Quote/PO# provided will be used for invoicing purposes.

DISCLAIMERS AND EXCLUSIONS

- Quote is good for 30 days from date of receipt and only for the stores listed in configuration
- Changes requested after agreement on final layout may result in additional charges
- Quote assumes Union labor at store location is NOT required
- Fire, permitting and architectural requirements are the responsibility of the customer
- Quote does not include a licensed electrician to run power to the gates or make final connections
- Quote does not include trenching or running conduit for install

Customer Acceptance

Print Name: _____

Title: _____

Sign: _____

Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS:

These Terms & Conditions (“Terms & Conditions”) reflect the agreed upon business conditions between Wanzl USA (hereinafter referred to as “VENDOR”) and the purchaser of Wanzl Products (hereinafter referred to as “BUYER”) as further identified in the Wanzl Proposal (“Wanzl Proposal”), which is attached hereto and incorporated herein.

1. PAYMENT TERMS:

- A. Standard Payment Terms: Net 30 days. Time is of the essence on all payments. All payments due and owing by BUYER must be paid without set-off, counterclaim or deduction on any account whatsoever. Any dispute regarding alleged non-conformity of the PRODUCTS shall not be a basis for BUYER to delay or suspend any payments due to VENDOR. In the event BUYER fails to make payment by the date required, it shall pay interest at the highest prevailing rate of interest per month on all amounts due from the due date until payment is actually made. In addition, or in the alternative, VENDOR is entitled to delay delivery until all payments are brought current. In addition, or in the alternative, VENDOR may cancel these Terms & Conditions and all payments previously made by BUYER on account thereof shall be retained by VENDOR as liquidated damages, not as a penalty, and BUYER shall have no right to return of same or any part thereof. BUYER agrees to pay all costs and expenses incurred in collecting delinquent accounts, including legal fees.
- B. Transfer of Ownership: All components of the PRODUCTS shall remain the property of VENDOR until BUYER has fulfilled all payment obligations contained in these Terms & Conditions and has paid the full contract price (including any mutually agreed increases thereto).

2. DELIVERY:

- A. Delivery Terms: Delivery terms shall be Ex-Works, Newton, NC. Delivery to BUYER shall be deemed to occur from such point that the PRODUCTS are received by BUYER, BUYER's designee, or to the common or contract carrier designated by BUYER or VENDOR.
- B. Risk of Loss: Risk of loss of or damage to the PRODUCTS or components thereof shall pass at time of delivery.
- C. Multiple Shipments and No Encumbrance: BUYER understands that the PRODUCTS may be delivered in more than one shipment. BUYER agrees to accept each shipment, even in case of partial or anticipated delivery. VENDOR is authorized to take, at BUYER's expense, all necessary measures to resist property rights claims on the PRODUCTS. In no case shall BUYER resell, surrender, give as guarantee, rent, or grant the use of the PRODUCTS to third parties without having first paid the full price to VENDOR.
- D. Semi-Annual Inspection: Upon request of BUYER, VENDOR is available to conduct semi-annual inspections of the PRODUCTS at the sole cost and expense of BUYER. Other than warranty repairs, BUYER alone is responsible to make any necessary repairs to the PRODUCTS, including the cost of any necessary labor and spare parts, at the sole cost and expense of BUYER. Notwithstanding the foregoing, BUYER is responsible for the safe use, operation, maintenance, and repair of the PRODUCTS, and shall specifically ensure that the PRODUCTS are at all times in good working order, repair and calibration. If any damage is sustained by the PRODUCTS, or if the PRODUCTS are not operating properly, whether caused by customers, employees or other causes, BUYER shall immediately take the PRODUCT out of service and contact VENDOR to make the necessary repairs.

3. WARNINGS AND INSTRUCTIONS:

A. Manuals: Operation and use manuals (with a maintenance schedule) will be provided with the PRODUCTS. BUYER shall insure that all appropriate personnel read, understand, and follow all warnings and instructions provided in the manuals. BUYER shall strictly observe and will be solely responsible for the safe use and operation of the PRODUCTS. BUYER recognizes that the PRODUCTS incorporate highly complex technology and include propriety technology. In order to ensure safe operation of the PRODUCTS, only VENDOR is authorized to maintain or repair PRODUCTS. Therefore, no maintenance manual is provided.

B. Warning / Instruction Signs: Posters and signs providing warnings and instructions to patrons for the use of the PRODUCTS will be delivered with the PRODUCTS. BUYER shall ensure that patrons strictly observe these warnings and instructions. BUYER shall maintain in optimum condition these signs to ensure proper visibility to patrons.

4. INDEMNITY BY VENDOR

A. Vendor Indemnification: VENDOR shall, to the fullest and maximum extent permitted by law, indemnify, defend and hold BUYER, including any parent, subsidiary and/or related entity of BUYER, as well as their officers, directors, managers, employees, agents and servants, harmless from any claims, demands, causes of action or costs, including attorney fees, and including those costs incurred by BUYER in connection with the enforcement of VENDOR's defense and indemnity obligations under these Terms & Conditions, which arise out of, or are otherwise related to personal injury or death caused solely by a defect in the design of, manufacture of, or warnings/instructions accompanying the PRODUCTS. However, if any information reasonably supports the possibility of BUYER error in using, operating, supervising, maintaining, or servicing the PRODUCTS, or if the PRODUCTS involved in such claim or lawsuit have been altered by or on behalf of BUYER without the express written consent of VENDOR, then this defense and indemnity obligation shall have no force or effect.

B. Duty to notify of Claim: BUYER shall notify VENDOR of any claim or lawsuit which BUYER will assert VENDOR might be obligated to defend under this Section within five (5) days of BUYER's receipt of said claim or lawsuit or within ten (10) days of obtaining facts which suggest that VENDOR may be obliged to defend and indemnify BUYER in accordance with this provision, whichever is earlier. Failure to provide such notice will void this indemnity provision.

C. Duty to Document Claims: In the event of any Mishap (as defined herein), BUYER shall complete an Incident Report to memorialize as much information as possible with regard to the facts and circumstances surrounding the Mishap. In addition, BUYER shall create and store for at least three (3) years surveillance videos providing a full view of the operation of the PRODUCT from at least two (2) perspectives. BUYER shall provide a copy of the Incident Report and surveillance video with its notification of the claim to VENDOR, or this defense and indemnity obligation shall have no force or effect.

5. INDEMNITY BY BUYER

A. Buyer Indemnification: BUYER shall, to the fullest and maximum extent permitted by law, and regardless of VENDOR's responsibility for negligence, defend, indemnify, and hold VENDOR, including any parent, subsidiary or related entity of VENDOR, as well as their officers, directors, managers, employees, agents and servants, harmless from and against any claims, demands, causes of action or costs, including attorney fees, and including those costs incurred by VENDOR in connection with the enforcement of BUYER's defense and indemnity obligations under these Terms & Conditions, if the PRODUCTS were installed by BUYER or a third party retained by or on behalf of BUYER, or if such claims, demands or causes of action arise out of or are otherwise related to:

1. Any alleged negligence, culpable conduct, error, or omission of BUYER, or any third party in contract with or under the direction or control of BUYER, in connection with the maintenance, repair, service, use or operation of the PRODUCTS, or if the PRODUCTS are moved from the place of original installation by BUYER. Such maintenance, repair and service obligations are included in, but are not limited to, the literature accompanying the PRODUCTS and includes two (2) preventive maintenance service calls by VENDOR's technicians per year for the first two (2) years;
2. If the warnings signs or other instructions on the PRODUCTS were removed, damaged, defaced, or otherwise illegible.
3. Any alleged negligence, culpable conduct, error, or omission of BUYER or any third party in contract with or under the direction or control of BUYER in connection with the supervision of users of the PRODUCTS;
4. Any modification of the PRODUCTS made by or on behalf of BUYER, except those made in accordance with the express written consent of VENDOR;
5. Any alleged negligence or other culpable conduct of any employee, subcontractor, or agent of BUYER, in connection with the installation, assembly, construction, erection, maintenance, service, or repair of the PRODUCTS,
6. Specific to Wanzl Access Gates (e.g., Technoport): Any incident which could have been avoided if the area of detection of the PRODUCTS extended past the upright customer guidance post on the store side of the PRODUCTS,
7. Any alleged negligence or other culpable conduct of users of the PRODUCTS; and
8. Any use of the PRODUCTS that may have been mitigated or prevented by the installation or use of any optional safety features which were declined or not acquired by BUYER.

B. Precedence: BUYER agrees that BUYER's indemnity obligations to VENDOR take precedence over VENDOR's indemnity obligations to BUYER. Accordingly, in the event of any claim against VENDOR which arises out of or is otherwise related to any incident in which misuse of the PRODUCTS or improper maintenance, repair, service, or operation of the PRODUCTS is also alleged by any party, BUYER will defend and indemnify VENDOR in such claim, even if a defect in the PRODUCTS is also alleged. BUYER acknowledges herein that this section requires BUYER to potentially defend, indemnify and hold VENDOR harmless against VENDOR's own negligence. BUYER willingly undertakes these obligations following fair and equitable negotiations at arm's length, and not as a result of duress or other inequitable coercion. It is expressly understood and agreed that BUYER's defense and indemnity obligations are intended to be as broad as possible in order to comply with, and to the fullest and maximum extent permitted, adhere to, applicable law. It is the clear, express, and unequivocal intention of the parties that, even if allegations of fault are presented against VENDOR, and even if the finder of fact ultimately apportions negligence, fault, or other liability to VENDOR for the claim, then BUYER shall nonetheless defend, indemnify, and hold harmless VENDOR against such claim, even if, at the conclusion of the matter, there is no apportionment of fault to BUYER.

C. Duty to Notify of Claim: If BUYER is not already on notice, VENDOR shall notify BUYER of any claim or lawsuit which VENDOR will assert BUYER might be obligated to defend under this Section within five (5) days of VENDOR's receipt of notice of said claim or lawsuit, or within ten (10) days of obtaining facts which suggest that BUYER is obliged to defend and indemnify VENDOR in accordance with this provision, whichever is earlier. Failure to provide such notice will void this indemnity provision.

D. Successor Indemnity: In the event that BUYER sells the PRODUCTS or the premises in which the PRODUCTS are installed, BUYER shall cause the successive owner and/or operator to execute a copy of these Terms & Conditions and specifically this indemnity clause (Section 5). BUYER shall return the executed indemnity clause to VENDOR within one (1) week of the sale of the PRODUCTS or the premises in which the PRODUCTS are installed. By accepting the Wanzl Proposal and these Terms & Conditions, BUYER will, to the fullest extent permitted by law, and regardless of responsibility for negligence, defend and indemnify VENDOR pursuant to the terms of this indemnity clause.

6. SURVIVAL OF INDEMNITY OBLIGATIONS: The indemnity obligations of Section 4 and 5 shall survive the termination, expiration, or completion of performance under these Terms & Conditions, and shall survive in the event the PRODUCTS or the premises in which the PRODUCTS are installed is sold or otherwise transferred to any third party.

7. NOTIFICATION OF MISHAPS: BUYER shall notify VENDOR of any Mishap involving the PRODUCTS within two (2) days of such Mishap, whether or not such Mishap results in any personal injury. "Mishap" shall be defined to mean any incident involving (i) any personal injury (including but not limited to a workers compensation claim) incurred by an employee, invitee, licensee, guest or patron of BUYER arising out of or in connection with the use, operation, maintenance, or enjoyment of the PRODUCTS; (ii) failure of the PRODUCTS; (iii) improper, unusual, or unexpected operation of the PRODUCTS; or (iv) breach of warranty, whether express or implied, relating to the PRODUCTS, whether given by VENDOR or any of the associated vendors of components integrated into the PRODUCTS.

8. **INSURANCE:** To supplement its defense and indemnity obligations hereunder, BUYER shall, at its own cost and expense, procure and maintain Comprehensive General Liability insurance (CGL), specifically including but not limited to Products Liability insurance coverage, through solvent and reputable carriers, and shall name VENDOR and the parent, subsidiary and related entities of VENDOR as additional insureds on such policies on a primary and non-contributory basis with limits of not less than one million dollars (\$1,000,000) per claim (on the understanding that this sum does not limit BUYER's liability); and to the extent required, a Workers Compensation Insurance policy with statutory limits; an Auto policy with statutory limits, and an Umbrella Liability policy. This insurance coverage shall be primary and will not participate with nor will it be excess over any valid and collectable insurance or program of self-insurance carried or maintained by VENDOR. BUYER must notify VENDOR of the sums insured and the applicable excesses (if any). BUYER shall: (i) add VENDOR as an additional insured; and (ii) except where prohibited by law, provide for a waiver of subrogation against VENDOR'S insurer and VENDOR.

1. **"Separation of Insureds" Provision:** If BUYER's CGL and Umbrella Liability policies do not contain a standard Insurance Services Office separation of insureds provision, they shall be endorsed to provide cross-liability coverage. BUYER's CGL and Umbrella Liability policies shall have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by one insured under the policy against another insured under the policy, unless prohibited under the laws of the state of BUYER as set forth in the Wanzl Proposal, where the contract was entered into.

2. **Other Insurance Provision:** Any policy of insurance which purports to have an "other insurance clause" must be amended by endorsement to meet the terms of these Terms & Conditions. A copy of the declaration page and copies of the policies of insurance shall be provided to VENDOR within fifteen (15) days of the signature & acceptance date of the Wanzl Proposal and these Terms & Conditions. Certificates of insurance will not be deemed acceptable and will be construed as a breach of these Terms & Conditions.

3. **Notices under Policy:** Any insurer pursuant to any policy of insurance procured by BUYER hereunder shall provide VENDOR with any notices which may be sent to BUYER under the policy, including but not limited to any notices of payment due, notices of non-payment, notices of cancellation, or notices of any amendments to the policy.

4. **Deductibles:** All deductibles specified in the above-referenced insurance policies shall be assumed by, for the account of, and at the sole cost or risk of BUYER.

5. **Default:** In the event of default, and should VENDOR take possession of the PRODUCTS, BUYER shall continue to maintain the applicable insurance policies and timely make all premium payments. In the event that BUYER is unable to make the premium payments, BUYER shall notify VENDOR of the same at the time of default.

9. DELAYS: In the event of any delay or failure to deliver the PRODUCTS by VENDOR as defined in the Wanzl Proposal, whether such delay or failure to deliver the PRODUCTS is attributable to VENDOR's fault or other negligence, or any other cause whatsoever, VENDOR's liability will be strictly limited to the cost of the PRODUCT for the specific location in which there is a delay. However, in the event such delay is caused by difficulties in securing materials, parts or any other essential elements or resources necessary to the manufacture, transport, or delivery of the PRODUCTS, or in connection with the manufacture, transport, or delivery of the PRODUCTS, then VENDOR's time to deliver the PRODUCTS shall be extended by the period of such delay. Except as expressly stated herein, VENDOR will not be responsible for any other direct, indirect, incidental, consequential, or other loss or damage whatsoever incurred or suffered by BUYER arising out of or otherwise related to any delay, whether or not the delay has been caused by VENDOR's actions, inactions, fault or other negligence.

10. FORCE MAJEURE:

A. If an unforeseeable, unavoidable event occurs that is beyond the control of one of the parties to these Terms & Conditions and which prevents that party from fulfilling its obligations in connection with these Terms & Conditions, these Terms & Conditions will be immediately suspended provided that the party affected by the force majeure event so provides Notice to the other party in writing within five (5) business days of occurrence thereof, indicates the estimated duration of the event, and produces reasonable corresponding evidence of the event in writing.

B. The affected party must take all reasonable means to mitigate the effect of the force majeure event on the performance of its obligations. If an event may cause delays or interruptions in the supply of PRODUCTS, BUYER may request a meeting with VENDOR to discuss possible solutions and VENDOR will use commercially reasonable efforts to provide assistance to BUYER.

11. CHANGES: BUYER's or VENDOR's changes to these Terms & Conditions, whether made pursuant to this clause or by mutual agreement, shall not be binding upon BUYER or VENDOR, except when confirmed in writing by the other.

12. WARRANTY:

A. Warranty Coverage: VENDOR warrants that each of the new PRODUCTS, when properly used and maintained, will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery of the PRODUCTS. VENDOR's twelve (12) month warranty is referred to herein as the "Limited Warranty." BUYER'S sole and exclusive remedy under the Limited Warranty for defects in the PRODUCTS shall be the repair or replacement, in VENDOR's sole discretion, of the defective part or component.

B. Not Covered: This Limited Warranty does not apply to, and VENDOR shall have no liability or responsibility in respect of, damages or expenses relating to defects caused by the failure to use, operate, maintain, or store the PRODUCTS as specified in any supplied maintenance manual (if any), operation manual, or other literature supplied to BUYER, or if maintenance or repairs are performed on the PRODUCTS by anyone other than VENDOR. This Limited Warranty does not apply to, and VENDOR shall have no liability or responsibility in respect of, damages or expenses relating to: (i) PRODUCTS, including components and systems, that have been altered, changed or modified from factory specifications; (ii) PRODUCTS not installed by VENDOR (i.e., a Wanzl company Service Technician); (iii) the cost to remove, disassemble or reinstall components not installed by VENDOR that require removal to access parts covered by this Limited Warranty; (iv) accidents, misuse, abuse, abnormal use, improper use, negligent use, willful misconduct, lack of reasonable or proper maintenance or storage, repairs improperly performed or replacement parts or accessories not conforming to VENDOR's specifications, use exceeding the recommended and permitted limits of the PRODUCTS, and/or normal wear or deterioration occasioned by the use of the PRODUCTS; (v) any defect or non-conformity that has not been communicated in writing to VENDOR within ten (10) days from the discovery thereof; (vi) operation of the PRODUCTS after being involved in a Mishap, prior to proper inspection and documentation of repairs and approval of VENDOR; (vii) any damage, cost or expense caused by Force Majeure; (viii) or Loss of time, loss of use, inconvenience, loss of profits, lost business, lost business opportunities, damage to reputation, and any incidental or consequential damages arising out of the non-use of the PRODUCTS, or compensation for inconvenience or loss of use while the PRODUCTS are being repaired or 63 otherwise not available or other matters not specifically covered hereunder.

C. Claims Procedure: In the event of a defect covered by this Limited Warranty, BUYER shall provide written Notice to VENDOR no more than ten (10) days from the discovery thereof, or ten (10) days from the date it reasonably should have been discovered. To obtain warranty service for the PRODUCTS, including any allegedly defective part, a specific and detailed claim must be in writing, reported to and received by VENDOR in accordance with the terms of this Limited Warranty and within the applicable warranty period. Upon receipt of the written notice of claim, VENDOR shall have the right to inspect the PRODUCTS. In the event of defects which impede the safe operation of the PRODUCTS, or which materially impede operations, VENDOR shall begin the necessary actions (i.e. order spare parts, arrange for travel of a technician, etc.) within forty-eight (48) hours of BUYER's warranty notice, or within forty-eight (48) hours after release of the PRODUCTS by any authorities, whichever is later. In the case of other defects, VENDOR shall begin the necessary actions (i.e. order spare parts, arrange for travel of a technician, etc.) within a reasonable time not to exceed ten (10) business days from VENDOR's receipt of written notice. Repair methods and procedures shall be at the sole discretion of VENDOR.

D. Damages: Except as expressly provided by this Limited Warranty, VENDOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OF THE PRODUCTS OR A CLAIM UNDER THESE TERMS & CONDITIONS, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE. Under no circumstances shall the total liability of VENDOR (including any parent, subsidiary and/or related entity of VENDOR, as well as its officers, directors, managers, employees, agents and servants) for any and all matters, causes or thing whatsoever arising out of or related to this Limited Warranty or the PRODUCTS exceed the purchase price for the PRODUCTS. The foregoing statements of warranty are exclusive and in lieu of all other remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

E. Disclaimer: ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS HEREBY STRICTLY LIMITED TO THE TERM OF THIS WRITTEN LIMITED WARRANTY. This Limited Warranty shall be the sole and exclusive remedy available to BUYER with respect to the PRODUCTS. In the event of any alleged breach of any warranty or any legal action brought by BUYER or any third party based on alleged negligence or other tortious conduct by VENDOR, BUYER's sole and exclusive remedy will be repair or replacement of defective materials as stated above.

F. Transfer of Limited Warranty: This Limited Warranty is made by VENDOR with only the first BUYER of the PRODUCTS and does not extend to any third parties. The unexpired portion of this Limited Warranty may not be transferred or assigned to subsequent BUYERS. This Limited Warranty expressly replaces all representations set forth by VENDOR with regard to the PRODUCTS, including but not limited to VENDOR's product literature, marketing materials, advertisements and technical specifications. All terms of this Limited Warranty are contractual, and not mere recitals, and constitute material terms of this Limited Warranty.

G. Other Rights: BUYER's acceptance of delivery of the warranted PRODUCTS constitutes BUYER's acceptance of the terms of this Limited Warranty. This Limited Warranty gives BUYER specific legal rights, and BUYER may also have other rights which vary from state to state.

H. Entire Limited Warranty: This section contains the entire Limited Warranty given by VENDOR in respect of the PRODUCTS and there are no terms, promises, conditions or warranties regarding the PRODUCTS other than those contained herein. VENDOR specifically does not authorize any person to extend the time or scope of this Warranty or to create or assume for VENDOR any other obligation or liability with respect to the PRODUCTS.

13. INFRINGEMENT:

A. VENDOR warrants that it is not on notice of, and is not otherwise in possession of, any information which suggests that any portion of the PRODUCTS violates any patent, trademark, trade secret, copyright, or any other intellectual property of any third party.

B. VENDOR does not warrant that BUYER shall be free from any claim of third parties for infringement or wrongful use of any patent, trademark, trade secret, copyright, or any other intellectual property by reasons of sale or use of the PRODUCTS, its components or any PRODUCTS, merchandise, software, systems, or data furnished hereunder. Notwithstanding the foregoing, in the event a third party initiates any action against BUYER for violation of such third party's patent, trademark, trade secret, copyright or other intellectual property, then VENDOR will defend (but will not indemnify or hold harmless) BUYER in such action.

14. **TERMINATION:** In addition to any remedies that may be provided under these Terms & Conditions, VENDOR may terminate these Terms & Conditions and the Wanzl Proposal with immediate effect upon written notice to BUYER, if BUYER: (i) fails to pay any amount when due under these Terms & Conditions and such failure continues for five (5) days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms & Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
15. **BINDING EFFECT:** These Terms & Conditions are binding upon BUYER and VENDOR and their heirs, personal representatives, successors and permitted assigns.
16. **CONFIDENTIAL RELATIONSHIP:** BUYER shall treat as proprietary and confidential all specifications, drawings, blueprints, designs, nomenclature, samples, models, calculations, business plans, pricings, markets, or other information which may be disclosed by VENDOR regarding the PRODUCTS sold hereunder. Any drawing or technical document regarding the PRODUCTS disclosed to BUYER remains the exclusive property of VENDOR and may not be used by BUYER, and may not be copied, reproduced, transmitted, or communicated to third parties unless authorized in writing by VENDOR. In the event of a subsequent BUYER of the PRODUCTS, a request to transfer information between the BUYER and VENDOR will not be unreasonably withheld by VENDOR.
17. **NO WAIVER OF CONDITIONS:** VENDOR's failure to insist upon strict compliance with any of the provisions herein shall not be deemed to be a waiver of any such right, and waiver of a right under these Terms & Conditions shall not constitute a waiver of any other right or waiver of any other default under these Terms & Conditions.
18. **RELATIONSHIP OF PARTIES; NO LICENSE:** VENDOR and BUYER are independent contracting parties and nothing in these Terms & Conditions shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Nothing herein shall constitute or create any franchise, purchase, or license agreement or relationship whatsoever. BUYER may not use any patents, trademarks, or copyrighted material of VENDOR without VENDOR's prior express written consent.
19. **SEVERABILITY, ENFORCEMENT, INTERPRETATION, CONFLICTS:** If any term of these Terms & Conditions is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed to comply with such statute, regulation, ordinance, executive order or other rule of law, or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of such provision and of these Terms & Conditions shall remain in full force and effect. The provisions of these Terms & Conditions shall be interpreted in a reasonable manner to affect the intentions of the parties hereto and shall be deemed to have been jointly drafted by VENDOR and BUYER. In the event of a conflict between the terms and provisions of these Terms & Conditions and the terms and provisions of the Wanzl Proposal, the terms and provisions of these Terms & Conditions shall prevail.

20. VENUE AND JURISDICTION: These Terms & Conditions shall be deemed to have been negotiated and entered into in Newton, North Carolina. The parties expressly acknowledge and irrevocably agree that any and all claims or disputes arising out of or otherwise relating to these Terms & Conditions shall be decided by the state or federal courts of the State of North Carolina to the exclusion of any courts or decisional entities of any other place and without giving effect to the United Nations Convention regarding contracts for the International Sale of PRODUCTS (which the parties expressly waive). BUYER expressly waives any provision of law in the jurisdiction in which BUYER is located or any other potentially applicable law which conflicts with any provision of these Terms & Conditions at any time.

21. GOVERNING LAW: Unless prohibited by law, these Terms & Conditions are to be construed according to the laws of the State of North Carolina without regard to any conflicts of law principles.

22. NON-ASSIGNMENT: BUYER may not assign these Terms & Conditions without VENDOR’s prior written consent. Any such consent of VENDOR shall not release BUYER from, or limit any of BUYER’s obligations under, these Terms & Conditions. BUYER warrants and guarantees that any such assignees’ performance will satisfy all requirements applicable to BUYER under these Terms & Conditions.

23. NOTICE: VENDOR’s Notice(s), requests, demands, deliveries and other communications hereunder shall be in writing and, except as otherwise specifically provided in these Terms & Conditions, shall be deemed to have been duly given, upon receipt, if delivered personally or via email, or five (5) business days after deposit in the mail, if mailed, first class with postage prepaid (confirmed by email if the addressee is in a country other than that of the sender) to the BUYER at the BUYER’S address and contact person referenced in the Wanzl Proposal.

Customer Acceptance

Print Name

Title

Sign

Date

Mailing Address:
27810 Avenue Hopkins Valencia CA 91355
Phone (661)257-7800 • (800)624-6225
Fax (661)257-4938 • www.lavi.com
Federal Tax ID# 95-3750585 • Duns # 03-998-5437
Canadian GST 89964 5659 RT0001
Registered to collect sales tax in the following states:
CA • FL • IN • KY • MD • NC • NY • TX • VA

Please review and sign the quote.
APPROVED

SIGN: _____ DATE: _____

Quote

Quote Number:	Q000029512
Created Date:	9/3/2024
Quote Valid Until:	10/16/2024
Page Number:	1 of 2

Sold To:

Ship To:

Missoula Montana Airport
5225 W Broadway St
Missoula MT 59808
United States

Tim Damrow
Missoula Montana Airport
5225 W Broadway St
Missoula MT 59808
United States
Phone: 4068307033

Request Date	Customer	Customer Reference	Freight Terms	Payment Terms	BP
9/3/2024	106537	SSCP Update	XPO Logistics	CRC	CA

Line	Item Number	Description	U/M	Quantity	Price	Extended Price
Special Instructions:						
1	B3 Project	Beltrac® 3000 - M5/10/WB/SA/BK Wrinkle Black Post With Black 10 Ft Single Belt, Belt, 5.5" Standard Magnetic Base, Assembled	EA	88.000	\$158.60	\$13,956.80
2	50-3008CS/MG/WB	Cust 8' Post, Mag Mnt, Drilled Flr Plate	EA	4.000	\$367.85	\$1,471.40
3	SafetyBarrier Project	Safety Barrier - 10/BK/WL/WB/ST 10 Ft Wall Mount, Wrinkle Black Case Finish With Black Belt and Standard Belt End	EA	2.000	\$53.95	\$107.90
4	50-3011	Wall Receptacle, Standard Belt End	EA	1.000	\$3.25	\$3.25
5	50-RRA100/6/WB	Rigid Rail Assy 1/2" x 2" x 72" CtC	EA	8.000	\$86.32	\$690.56
Qty 4 at 72" CTC Qty 2 at 68" CTC Qty 2 at 61" CTC						
6	50-RRA100/4/WB	Rigid Rail Assy 1/2" x 2" x 48" CtC	EA	4.000	\$59.93	\$239.72
7	Non Stock PG	Notch Sintra custom width x 12"x1/4"	EA	2.000	\$213.40	\$426.80
Qty 1 at 68" CTC (ADA Access) Qty 1 at 61" CTC (General Boarding)						
8	80-NS4512/CS	Notch Sintra, 45.5" x 12"x1/4" (48" CtC)	EA	1.000	\$180.05	\$180.05
Qty 1 at 48" CTC (PreCheck)						
9	Non Stock PG	43-978FP/D1	EA	88.000	\$30.00	\$2,640.00



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Canadian GST 89964 5659 RT0001
Registered to collect sales tax in the following states:
CA • FL • IN • KY • MD • NC • NY • TX • VA

Please review and sign the quote.
APPROVED
SIGN: _____ DATE: _____

Quote

Quote Number:	Q000029512
Created Date:	9/3/2024
Quote Valid Until:	10/16/2024
Page Number:	2 of 2

Sold To:

Missoula Montana Airport
5225 W Broadway St
Missoula MT 59808
United States

Ship To:

Tim Damrow
Missoula Montana Airport
5225 W Broadway St
Missoula MT 59808
United States
Phone: 4068307033

Line	Item Number	Description	U/M	Quantity	Price	Extended Price
Special Instructions:						
10	Sub-Setup	Sublimation Setup Fee	EA	3.000	\$175.00	\$525.00
11	43-978FP/D1	Floor Plate 5.5" Mag, Carpet Mounting	EA	88.000	\$25.95	\$2,283.60
Sale Amount		Sales Tax	Misc. Charge	*Freight	Total Amount	
\$22,525.08		\$0.00	\$0.00	\$1,687.22	USD	\$24,212.30

* For prepaid Freight - Freight is only an estimate.
Accessorial fees requested or disclosed, at time of delivery and/or other charges, will be billed separately.

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: September 24th, 2024

1. TITLE: Airport Police Vehicle Purchase

Review, discussion, and possible purchase of previously approved replacement airport police vehicle

ACTION ITEM

2. AGENDA CATEGORY:

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

3. TIME REQUIRED: 5 Minutes

4. BACKGROUND INFORMATION: The Public Safety Department was approved to purchase a new Police Vehicle in the FY2024 Capital Equipment Budget. On July 25th, 2023, MCAA Board approved the purchase of a new Airport Police Vehicle for the Public Safety Department for \$58,886.38. The order was placed through the National Auto Fleet Group on July 26th, 2023. Due to the supply demand, the vehicle was never picked up by a dealer in the fiscal year, so the new vehicle was never built. The Police Vehicle replacement budget was moved to the current FY budget. Currently, new build orders are being accepted. MCAA was able to locate a new 2024 Ford F-150 Police responder that just arrived on the lot at Jim Shorkey Dealership in White Oak, PA. After searching multiple locations, this vehicle is one of the last new Police Responder vehicles available. The F-150 responder would be shipped from PA to Missoula Airport if purchased. This new Police Vehicle is replacing our 2013 GMC Yukon Police Vehicle.

5. BUDGET INFORMATION: Amount Required: \$ 56,064.00
Budget amount available: \$ 65,000.00

6. SUPPLEMENTAL AGENDA INFORMATION:

7. RECOMMENDED MOTION: Move to approve the purchase of the 2024 Ford F-150 Police responder in the amount not to exceed \$56,064.00

8. PREPARED BY: Justin Shaffer

9. COMMITTEE REVIEW: None.



QUOTE

1234 Long Run Rd.
 White Oak, PA 15131
 412-751-2130
www.jimshorkey.com

Date: September 18th, 2024
Quote# Greg Boss

Bill To: Missoula Montana Airport
 5225 West Broadway
 Missoula, MT 59808

Service To:

PO #	Sales Rep	Service Date	Terms	Due Date

QUANTITY	Description	COLOR	Unit Price	Line Total
1	2024 F-150 Responder	White	\$52,600.00	\$52,600.00
1	Doc Fee		464.00	464.00
1	Shipping		3,000.00	3,000.00

AUTHORIZED SIGNATURE

Subtotal	56,064.00
Discount %	
Discount Amount	0.00
TOTAL	56,064.00
PAID	
TOTAL DUE	56,064.00

THANK YOU FOR YOUR BUSINESS!

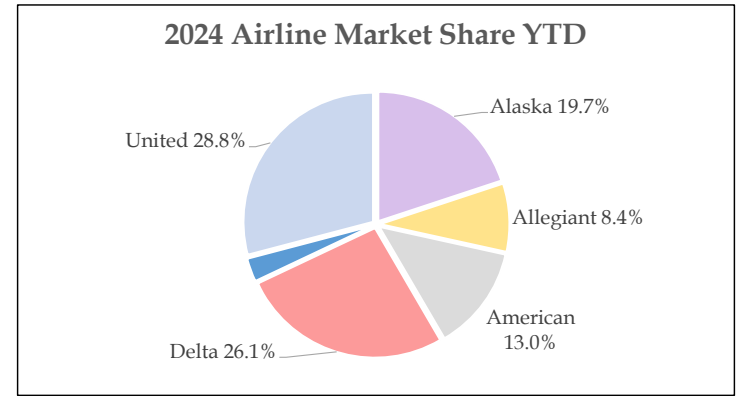
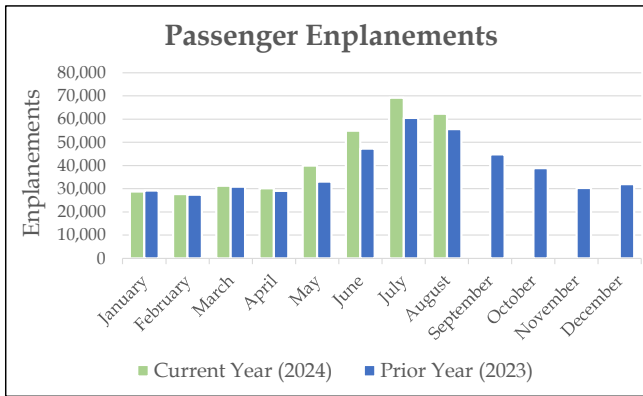
2024 Missoula Airport Operations and Route Performance

Summary

- Strong enplanement growth with added seat capacity
- Record enplanments in August (62,300)
- MSO forecasted to hit 1M passengers in 2024
- Enplaned+Deplaned

Air Service Highlights

- Summer seat growth exceeding +30% Y/Y
- United surpasses Delta for MSO market share
- Competitive capacity increases for United as a response to Frontier service
- Please reach out with any comments or changes to improve our report going forward!



Ops Type	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Air Carrier	586	547	622	603	785	1094	1248	1104	0	0	0	0	6,589
Air Taxi	325	400	405	420	477	680	901	792	0	0	0	0	4,400	13%
GA	658	789	1369	1487	1522	1622	2483	2533	0	0	0	0	12,463	3%
Military	86	14	136	57	40	40	56	56	0	0	0	0	485	-26%
Civil	798	983	1171	992	899	1176	587	983	0	0	0	0	7,589	18%
Total	2024	2,453	2,733	3,703	3,559	3,723	4,612	5,275	5,468	0	0	0	31,526	8%
	2023	2,617	2,594	3,106	2,974	3,874	3,834	4,790	4,019	3,869	3,024	2,672	42,681	

Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	5,557	5,833	6,737	6,976	9,140	10,108	12,016	11,459	0	0	0	0	67,826
Allegiant	2,677	2,621	3,169	2,388	3,752	4,974	5,772	3,722	0	0	0	0	29,075	-16%
American	2,844	2,043	2,125	2,014	3,629	9,403	13,277	9,383	0	0	0	0	44,718	4%
Delta	9,058	8,780	10,230	10,068	10,649	12,819	13,693	14,543	0	0	0	0	89,840	1%
Frontier	0	0	0	0	1,999	2,518	2,954	2,511	0	0	0	0	9,982	181%
Sun Country	0	0	0	0	0	188	1,292	1,056	0	0	0	0	2,536	-97%
United	7,446	8,432	8,922	8,767	10,852	14,933	20,255	19,494	0	0	0	0	99,101	3%
Charters	1,179	0	99	0	0	0	0	132	0	0	0	0	1,410	1126%
Total	2024	28,761	27,709	31,282	30,213	40,021	54,943	62,300	0	0	0	0	344,488	10%
	2023	29,251	27,468	30,928	29,035	33,114	47,254	60,553	44,774	38,808	30,335	31,921	459,161	
LF	2024	89.8%	87.0%	84.4%	80.7%	75.1%	71.7%	82.6%	84.2%	89.4%	91.2%	90.4%	80.8%	
	2023	81.9%	80.1%	84.9%	87.8%	86.4%	80.4%	87.6%	84.3%	89.4%	91.2%	89.8%	86.1%	

Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	5,502	6,045	7,096	7,186	9,519	10,653	11,821	11,702	0	0	0	0	69,524
Allegiant	2,328	2,454	3,115	2,586	4,027	5,698	5,416	3,671	0	0	0	0	29,295	-15%
American	2,329	1,861	1,960	1,901	3,712	10,649	12,970	8,799	0	0	0	0	44,181	6%
Delta	8,628	8,429	10,197	9,722	10,974	13,327	13,109	14,008	0	0	0	0	88,394	1%
Frontier	0	0	0	0	2,330	2,780	2,856	2,432	0	0	0	0	10,398	197%
Sun Country	0	0	0	0	0	321	1,345	889	0	0	0	0	2,555	-97%
United	7,088	8,215	9,084	9,051	12,163	16,064	19,882	18,973	0	0	0	0	100,520	2%
Charters	1,179	0	99	0	0	0	65	132	0	0	0	0	1,475	672%
Total	2024	27,054	27,004	31,551	30,446	42,725	59,492	67,464	0	0	0	0	346,342	10%
	2023	27,338	27,778	30,782	28,712	34,608	50,955	60,176	42,099	37,485	29,800	31,190	454,037	

Total Pax	2024	55,815	54,713	62,833	60,659	82,746	114,435	136,723	122,906	0	0	0	690,830	10%
	2023	56,589	55,246	61,710	57,747	67,722	98,209	120,729	108,834	86,873	76,293	63,111	913,198	
T12M			857,207											

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