

Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, November 26, 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 September 24, 2024. -Pg. 3
- Approval of Claims for Payment – Will Parnell -Pg. 8
- Financial Report – Will Parnell -Pg. 12
- Director's Report – Brian Ellestad -Pg. 24
- Legal Report – Lynn Fagan
- Committee Updates –
 - Business Development Committee: No Activity
 - Contract and Lease Committee: No Activity
 - Executive Committee: Met November 26, 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

- NONE

New Business/Action Items

- Airport Concession Disadvantaged Business Enterprise (ACDBE) Plan Revisions – Lynn Fagan -Pg. 26
 - Small Community Air Service Grant – Brian Ellestad -Pg. 73
 - Morrison-Maierle Task Order-66 – Rental Car Fuel Island Rebid – Brian Ellestad Pg. 74
 - Morrison-Maierle Task Order-67 – Economy Parking Lot Expansion – Brian Ellestad -Pg.83
 - Elections of 2025 Board Officers – Winton Kemmis -Pg. 90
- Information/Discussion Item(s)

- Discussion regarding the December Board Meeting
 - Tuesday, December 17 and/or 31, 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: jdavis@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)

[+1 332-249-0710,857565796#](tel:+13322490710857565796) United States, New York City

Phone Conference ID: 857 565 796#

MISSOULA COUNTY AIRPORT AUTHORITY
Regular Board Meeting
October 29, 2024
1:30 pm, Johnson Bell Conference Room

THOSE PRESENT

BOARD:

Chair Winton Kemmis
Vice Chair Deb Poteet
Commissioner Larry Anderson
Commissioner Adriane Beck
Commissioner Matthew Doucette via MS Teams
Commissioner Shane Stack via MS Teams
Alternate Commissioner Jack Meyer

STAFF:

Director Brian Ellestad
Deputy Director Tim Damrow via MS Teams
Director of Finance and Administration Will Parnell via MS Teams
Legal Counsel Lynn Fagan
Legal Counsel Juniper Davis
Business Development Manager Dan Neuman
Public Safety Chief Justin Shaffer
Director of Maintenance Nate Cole
Human Resources Manager Nikki Munro
IT Specialist Dylan O'Leary

OTHERS:

Accounting Clerk Brianna Brewer
Gary Matson, Runway 25 Hangars
Cole Jensen, Martel Construction
Martin Kidston, Missoula Current

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: Commissioner Larry Anderson moved to seat Alternate Commissioner Jack Meyer as a regular Commissioner for the duration of the meeting

Second: Vice Chair Deb Poteet

Vote: Motion Passed Unanimously

AGENDA

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

Motion: Commissioner Jack Meyer 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 no public comment.

MINUTES

Chair Winton Kemmis asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated September 24, 2024. There were none.

Motion: Commissioner Larry Anderson moved to approve the minutes of the Regular Board Meeting dated September 24, 2024.

Second: Vice Chair Deb Poteet

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 September 2024, the airport incurred approximately \$2.1 million in project expenses; of the \$2.1 million in project expenses approximately \$1.6 million was submitted to the FAA for reimbursement. The remaining project expenses of approximately \$500,000 will be paid with reserves and debt.

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: Commissioner Jack Meyer moved to approve the Claims for Payment

Second: Vice Chair Adriane Beck

Vote: Motion Passed Unanimously

FINANCIAL REPORT

Director of Finance and Administration Will Parnell presented the Financial Report. Parking revenue has increased by approximately \$355,000 or 49% compared to the same period last year. The increase is partially related to a change in billing terms as MSO selected a new parking vendor effective July 1, 2024.

Revenues and expenses are currently 38% and 22% of the annual operating budget, respectively.

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

Motion: Vice Chair Deb Poteet moved to approve the Financial Report

Second: Alternate Commissioner Jack Meyer

Vote: Motion Passed Unanimously

DIRECTOR'S REPORT

Airport Director Brian Ellestad presented his report to the Board. Brian reported that passenger numbers increased 11.8% year over year for August 2024.

Tim Damrow and Will Parnel are representing MSO at the annual FAA Airport District Office meeting today and tomorrow in Helena.

September ended with an increase of almost 13% more passengers as compared to September of 2023. We expect this trend to continue into November.

MCAA sent out a press release this morning regarding next year's runway closure. Brian Ellestad conducted outreach within the Missoula Community regarding selection of the date and then the announcement of the selected project window.

Sun Country will return this summer with direct flights to Minneapolis on Wednesday and Saturday. MCAA is waiting for notice of a pending Community Air Service Development Program grant from the Department of Transportation which will be announced later this week.

Will Parnell and Nikki Munro attended an NTSB conference in Washington, DC.

Tim Damrow provided an update on the ongoing construction, reporting that things are progressing well. Exterior work is advancing, including work on the ramps and sidewalks in addition to the terminal itself.

Tim Damrow reported that MCAA continues to work on improved signage to assist customers in utilizing available parking.

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

COMMITTEE UPDATES

The Board had a retreat on October 24, 2024, at 12 pm MDT. One of the major topics of discussion included the fall 2025 runway closure. Brian Ellestad discussed the community outreach that he undertook in advance of setting the project date.

Martin Kidston of the Missoula Current asked about plans for firefighting aircraft during the runway closure. Brian Ellestad responded that alternative plans will be in place. Additionally, helicopters will continue to have access to take-off and land during the closure.

LEGAL REPORT

Legal Counsel Lynn Fagan presented her report to the Board. Lynn introduced new employee Juniper Davis who serves as Legal Counsel and is replacing Lynn, who retires in December.

Work continues on three major projects with the City of Missoula: sale of MCAA property to the City for a trail corridor along the old Milwaukee rail line; Grant Creek restoration; and right-of-way discussions over the future extension of George Elmer Drive.

MCAA's Primary Guiding Documents will be brought to the Board soon for their review.

NEW BUSINESS

MCAA Resolution No. 2025-02 – Banking Authorizations

Lynn Fagan explained that a Board Resolution from 2014 related to delegated powers needs updating to account for staffing changes and to allow for more efficient correction of administrative and financial records. This is needed at this time to remove MCAA's former Finance Manager from accounts and add Will Parnell as a replacement.

Motion: Commissioner Jack Meyer moved to approve Resolution 2025-02 delegating certain powers to the Director, Deputy Director, and Director of Finance and Administration

Second: Commissioner Adriane Beck

Vote: Motion Passed Unanimously

Task Order No. 65 to the Master Agreement for Professional Engineering

Lynn Fagan explained that MCAA's lease with Rocky Mountain Mechanical, located at 3959 Whippoorwill Drive, will be expiring at the end of January 2025. In order to release

the commercial space and to make additional property available for alternate uses, a boundary line relocation is needed.

The task order allows Morrison-Maierle to complete a boundary line adjustment, including a legal boundary survey, new property corners, and a new Certificate of Survey for a cost of \$10,500.

Motion: Commissioner Adriane Beck moved to approve Task Order No. 65 with Morrison-Maierle in the amount of \$10,500 to complete a boundary line adjustment.

Second: Vice-Chair Deb Poteet

Vote: Motion Passed Unanimously

Chair Winton Kemmis noted that the next Board meeting will be in the same hybrid format on November 26, 2024, at 1:30 p.m.

Meeting Adjourned.

Missoula County Airport Authority
 Check Register by Account Name

Account Name	Total
Accounting Expense	\$ 20,000.00
ATCT R&M	\$ 349.33
BHS Parts and MX	\$ 1,349.25
Building General R&M	\$ 366.04
CIP PSO Vehicle	\$ 56,064.00
Computer Equipment Expense	\$ 4,023.90
Consultants Expense	\$ 2,765.00
Contracted Maintenance	\$ 2,734.29
Custodial Services	\$ 39,610.00
Custodial Supplies	\$ 5,992.60
Disposal Expense	\$ 2,559.84
East Concourse FFE	\$ 61,407.00
Electric Maintenance	\$ 276.00
Electricity/Gas Expense	\$ 40,690.14
Employee Training Expense	\$ 2,200.00
Equipment Rental	\$ 328.90
Fluorine-free foam Transition	\$ 42,485.00
GASB 96 Long-term Subscription	\$ 4,447.34
Landscaping Expense	\$ 484.02
Marketing	\$ 15,516.25
Mechanical/Supplies	\$ 78.39
Memberships	\$ 2,153.57
Miscellaneous Expense	\$ 108.00
Office Supplies	\$ 3,164.96
Parking – R&M	\$ 271.00
Parking Equipment	\$ 16,570.25
Petroleum Products Expense	\$ 5,955.29
Phone Charges	\$ 1,008.25
Pre-Paid Expenses	\$ 22,000.00
Rent Car R&M	\$ 6,672.81
Rental Car Fuel	\$ 54,345.41
Safety Supplies/Equipment	\$ 8,314.53
Sewer Expense	\$ 1,916.88
Tools/Equipment	\$ 352.84
TPA – EE benefits and Payroll	\$ 7,590.01
Travel Expense	\$ 6,382.45
Uniform Expense	\$ 17,567.17
USFS Hangar R&M	\$ 17.99
Vehicle R&M	\$ 4,102.12
Water Expense	\$ 6,154.28
Wildlife Mitigation	\$ 1,212.65
Grand Total	\$ 469,587.75

Missoula County Airport Authority
Check Register by Vendor Name

Vendor Name	Total	
AAAE	\$ 275.00	
AAAE FEDERAL AFFAIRS MEMBERSHIP	\$ 22,000.00	
AILEVON PACIFIC AVIATION CONSULTING, LLC	\$ 3,250.00	
Amadeus	\$ 4,447.34	
APPLIED INDUSTRIAL TECH	\$ 1,427.64	
BATTERIES PLUS	\$ 180.00	
BFS Group LLC	\$ 21.00	*Not a new vendor, previously BMC West
BITTERROOT CHAMBER	\$ 425.00	
BLUE RIBBON INC.	\$ 1,527.00	
Breg International	\$ 730.58	*New Vendor - drain seals
BROWN'S SEPTIC	\$ 1,000.00	
CARQUEST	\$ 133.97	
CHS MOUNTAIN WEST CO-OP	\$ 60,262.80	
City of Missoula	\$ 8,071.16	
CIVIL AIR PATROL MAGAZINE	\$ 605.00	*New Vendor - advertisement
CURTIS	\$ 43,525.10	
DAMROW, TIM	\$ 222.00	
DAVIS, JUNIPER	\$ 1,814.94	
DESTINATION MISSOULA	\$ 5,080.00	
DSG (DAKOTA SUPPLY GROUP)	\$ 278.73	
EAN SERVICES, LLC	\$ 933.75	
ELLESTAD, BRIAN v	\$ 119.00	
ENERGY WEST	\$ 2,254.10	
EXACT IMAGE	\$ 1,158.60	
FASTSIGNS	\$ 61,407.00	
GELDERSMA, AUGUSTUS	\$ 1,008.53	
GreatAmerica Financial Services	\$ 209.00	
GRIZZLY DISPOSAL	\$ 280.00	
HAZARD CONTROL TECHNOLOGIES, INC	\$ 7,583.95	*New Vendor - fire protection system supplier
HILLYARD INC	\$ 5,992.60	
HOTSY	\$ 973.54	
INTEGRATED SECURITY SOLUTIONS, INC	\$ 2,200.00	
JIM SHORKEY FAMILY AUTO GROUP	\$ 56,064.00	*New Vendor - purchase of new PSO vehicle
KIMBALL MIDWEST	\$ 111.88	*New Vendor - shop supplier
KOLBERG, VANESSA	\$ 225.00	
MIDLAND IMPLEMENT	\$ 484.02	
MISSOULA COUNTY OEM	\$ 1,453.57	
MISSOULA ELECTRIC CO-OP	\$ 916.21	
MISSOULA OFFICE CITY	\$ 2,234.96	
MISSOULA TEXTILE, INC	\$ 630.29	
MONTANA ACE HARDWARE	\$ 17.99	
MONTANA BOLT INC.	\$ 120.00	
MONTANA NEUROCARE PLLC	\$ 2,400.00	
Montana Pest Solutions	\$ 365.00	
MOSSADAMS	\$ 20,000.00	
MOUNTAIN SUPPLY	\$ 443.05	

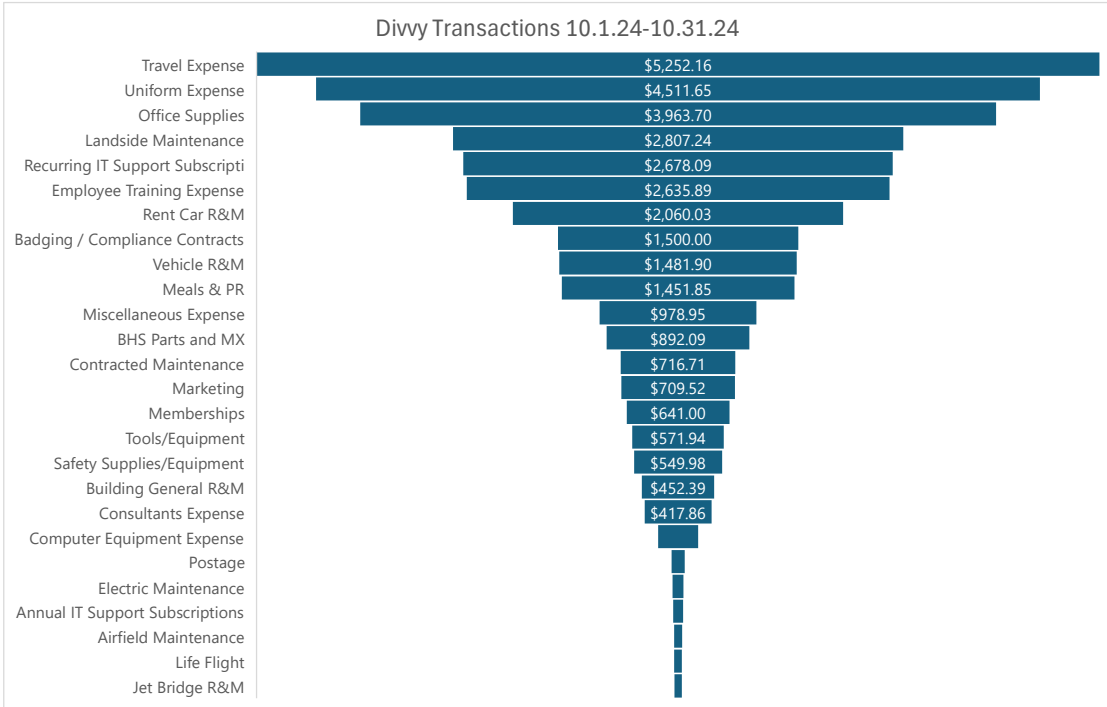
Missoula County Airport Authority
 Check Register by Vendor Name

MUNICIPAL EMERGENCY SERVICES	\$ 14,893.55	
Munro, Nikki	\$ 560.70	
MURDOCHS	\$ 339.61	
N/S CORPORATION	\$ 3,565.82	
NAPA	\$ 1,116.52	
NORTH RIDGE FIRE, LLC	\$ 1,212.65	
NORTHWESTERN ENERGY	\$ 37,519.83	
PACIFIC STEEL	\$ 271.00	
PCS, INC.	\$ 4,023.90	*New Vendor - portable computer equipment
PLATT ELECTRIC	\$ 96.00	
POMP'S TIRE-MISSOULA	\$ 1,253.64	
QUOTIENT GROUP	\$ 6,581.25	
REPUBLIC SERVICES	\$ 2,279.84	
RISING FAST v	\$ 37,750.00	
RIVARD, SAUL	\$ 108.00	*New Vendor - reimbursement to passenger for parking
SHERWIN WILLIAMS	\$ 326.26	
SOL, JAKE	\$ 609.00	
SPECTRUM WINDOW CLEANING	\$ 1,860.00	
TIME RENTAL, LLP	\$ 328.90	
TYLER TECHNOLOGIES	\$ 1,530.00	
UKG	\$ 7,590.01	
VERIZON	\$ 1,008.25	
VW ICE INC	\$ 930.00	
WAYNE DALTON	\$ 960.00	
WE CONNECT MONTANA	\$ 16,570.25	
WESTERN MANAGEMENT GROUP	\$ 365.00	
WHALEN, ROBERT	\$ 1,074.47	

Grand Total	\$ 469,587.75
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*NEW Vendors
 Breg International
 Civil Air Patrol Magazine
 Hazard Controls Technologies, Inc.
 Jim Shorkey Family Auto Group
 Kimball Midwest
 PCS, Inc.
 Rivard, Saul

Category name	Total	Percent of spend
Travel Expense	\$5,252.16	15.05%
Uniform Expense	\$4,511.65	12.93%
Office Supplies	\$3,963.70	11.36%
Landside Maintenance	\$2,807.24	8.05%
Recurring IT Support Subscripti	\$2,678.09	7.68%
Employee Training Expense	\$2,635.89	7.55%
Rent Car R&M	\$2,060.03	5.90%
Badging / Compliance Contracts	\$1,500.00	4.30%
Vehicle R&M	\$1,481.90	4.25%
Meals & PR	\$1,451.85	4.16%
Miscellaneous Expense	\$978.95	2.81%
BHS Parts and MX	\$892.09	2.56%
Contracted Maintenance	\$716.71	2.05%
Marketing	\$709.52	2.03%
Memberships	\$641.00	1.84%
Tools/Equipment	\$571.94	1.64%
Safety Supplies/Equipment	\$549.98	1.58%
Building General R&M	\$452.39	1.30%
Consultants Expense	\$417.86	1.20%
Computer Equipment Expense	\$250.99	0.72%
Postage	\$83.69	0.24%
Electric Maintenance	\$69.35	0.20%
Annual IT Support Subscriptions	\$64.15	0.18%
Airfield Maintenance	\$52.64	0.15%
Life Flight	\$50.00	0.14%
Jet Bridge R&M	\$48.10	0.14%



*Employee Training Expense Breakdown

- [Train HR Learning Webinar](#)
- [HVAC/Boiler guides](#)
- [ADO Conference Registration](#)
- [Wilderness EMT Training course](#)
- [EMT Study guides](#)

Missoula County Airport Authority (MCAA)

Financial Report Narrative for October 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 October 31, accounts receivable consisted of the following:

Trade	\$ 1,477,681
Advertising	15,968
Ground Handling	448,748
Grants	2,611,529
Advance Contract Refund	50,842
	<u>\$ 4,604,768</u>

Profit & Loss, and/or Other Similar Schedules

Noted Variances

- Parking revenue has increased by approximately 495K or 49% compared to the same period last year. The increase is partially 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, parking gross revenue increased by \$391K as compared to the same period last year.

Revenue and Expenses as a % of the Annual Budget

Revenues and expenses are currently 47% and 30% of the annual operating budget, respectively.

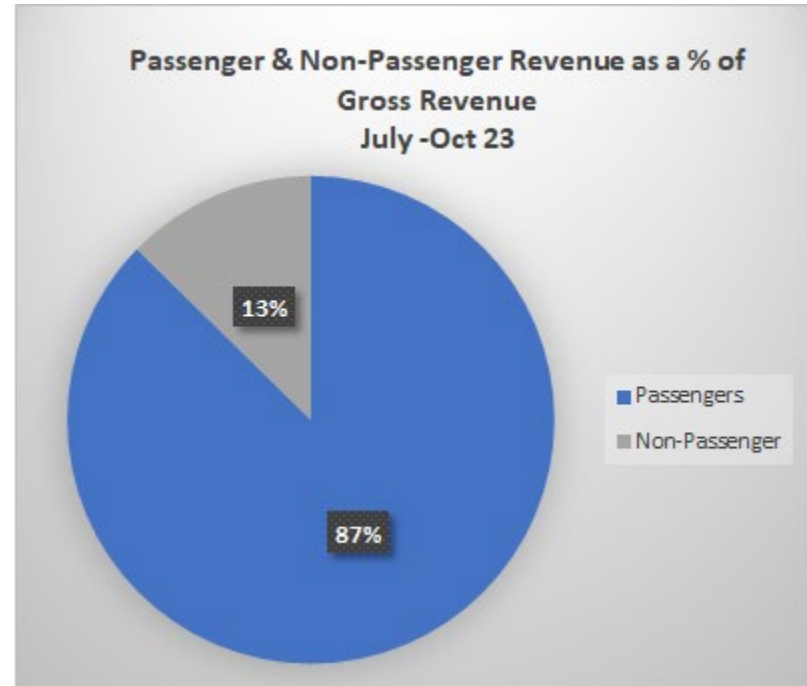
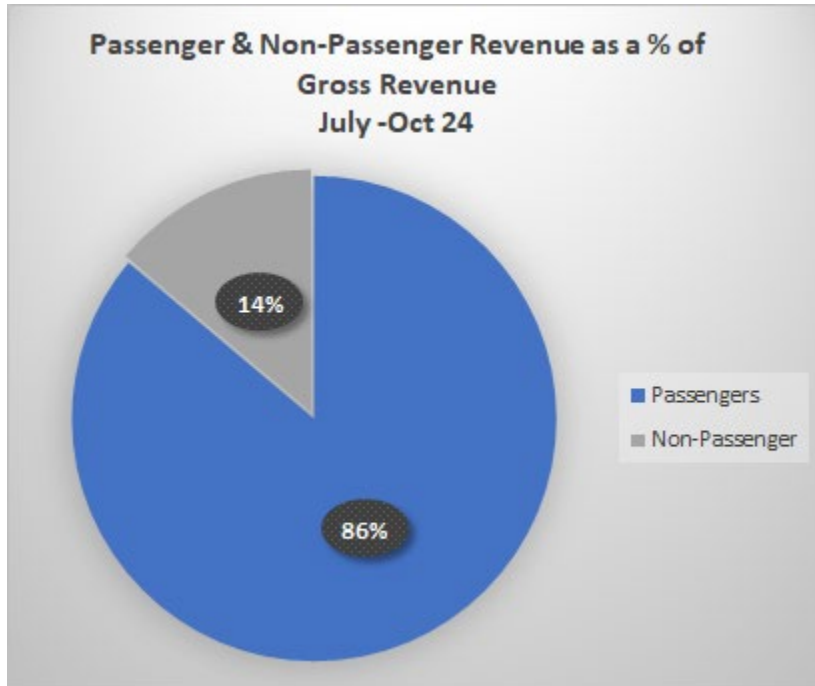
Cash Flow

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 paid approximately 137K in principal during the month of October.

Passenger & Non-Passenger Charts



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

	Oct 31, 24	Oct 31, 23
ASSETS		
Current Assets		
Checking/Savings		
10100 · Petty Cash	300.00	300.00
10500 · General Checking Acct	5,516,691.68	5,975,849.71
10511 · Project Checking Acct	5,000.00	5,000.00
10550 · USFS Account	160,408.18	290,177.58
10560 · Debt Service Account	331.80	90,288.04
10580 · CFC Account	321,855.40	321,554.68
10590 · STIP Terminal Reserve	25,569.54	24,245.36
10600 · STIP	928,482.43	773,966.84
10604 · Money Market Accounts	1,632,105.32	2,434,004.52
10700 · Payroll Checking	161,097.15	225,148.28
1071 · Bill.com Money In Clearing	14,337.98	400.00
10710 · Flex - FIB	1,319.09	10,015.22
1072 · Bill.com Money Out Clearing	-2,397.70	0.00
10750 · PFC Cash at US BANK	1,494,547.81	2,732,422.52
Total Checking/Savings	10,259,648.68	12,883,372.75
Accounts Receivable	4,604,768.12	3,194,251.07
Other Current Assets		
10900 · AvSec Fingerprinting Account	1,497.75	1,534.75
11200 · Grants Receivable	0.00	64,733.66
11500 · Pre-Paid Expenses	129,570.11	125,588.89
11600 · Prepaid Insurance	188,748.43	152,757.56
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	1,883.00
26200 · Faber Loan	100,000.00	100,000.00
Total Other Current Assets	2,019,561.92	2,733,776.15
Total Current Assets	16,883,978.72	18,811,399.97
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	3,741,711.70	3,729,371.95
14100 · Furniture & Fixtures	1,591,801.03	1,591,801.03
14300 · Vehicles	7,733,764.08	7,690,936.96
14400 · Studies	1,925,406.96	1,925,406.96
14500 · Allowance for Depreciation	-105,688,247.90	-97,729,778.22
19400 · Construction in Progress	45,218,406.94	30,112,184.36
Total Fixed Assets	160,598,570.39	143,617,330.82
Other Assets		
11830 · LT Lease Recble GASB 87	737,143.17	2,327,192.18
19610 · Deferred Pension Outflows		
19600 · Deferred PERS Pension Outflows	822,949.15	564,283.60
19601 · OPEB Deferred Outflows	155,403.00	174,012.00
Total 19610 · Deferred Pension Outflows	978,352.15	738,295.60
19800 · LT Loan - Faber	667,270.44	767,011.68
19901 · GASB 96 Subscription Asset(s)	367,183.34	219,503.60
Total Other Assets	2,749,949.10	4,052,003.06
TOTAL ASSETS	180,232,498.21	166,480,733.85

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

	Oct 31, 24	Oct 31, 23
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20500 · Accounts Payable	591,502.42	204,563.61
20505 · Accounts Payable- Projects	5,075,323.54	6,208,615.64
Total Accounts Payable	5,666,825.96	6,413,179.25
Credit Cards	16,763.73	8,895.07
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	-19,764.59	0.00
20950 · State W/H Payable	-5,307.00	0.00
2110 · Direct Deposit Liabilities	-126,362.47	0.00
21120 · Garnishments Payable	-137.66	0.00
21130 · Misc Deductions Payable	-184.32	-184.32
21300 · Valic Payable	-100.00	-100.00
21600 · Accrued Vacation/Sick Payable	709,202.72	649,066.51
21930 · FSB Notes Interest Payable	92,048.56	70,181.26
22140 · Advertising Deferred Revenue	20,000.00	20,000.00
24000 · Payroll Liabilities	60,346.18	-4,973.83
Total Other Current Liabilities	1,355,240.20	1,296,094.56
Total Current Liabilities	7,038,829.89	7,718,168.88
Long Term Liabilities		
20502 · 2022 Note	13,438,279.74	4,075,279.74
25030 · 2019 Note A	13,316,800.00	15,316,800.00
25035 · 2019 Note B	2,645,264.97	3,185,558.07
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	1,334,609.30	1,144,568.96
25809 · GASB 96 Long-term Subscription	175,053.50	62,688.67
26010 · Pension Liability sum		
19900 · OPEB liability	255,663.00	238,171.00
26000 · PERS Pension Liability	4,150,997.00	3,533,992.00
Total 26010 · Pension Liability sum	4,406,660.00	3,772,163.00
26110 · Deferred Pension Inflows		
26100 · Deferred PERS Pension Inflows	148,056.00	308,792.00
26101 · OPEB Deferred Inflows	51,450.00	49,609.00
Total 26110 · Deferred Pension Inflows	199,506.00	358,401.00
26300 · Dererred Lease Inflow GASB 87	2,125,301.62	3,616,418.14
Total Long Term Liabilities	37,092,933.22	31,725,969.90
Total Liabilities	44,131,763.11	39,444,138.78
Equity	136,100,735.10	127,036,595.07
TOTAL LIABILITIES & EQUITY	180,232,498.21	166,480,733.85

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

	<u>Oct 24</u>	<u>Oct 23</u>
Ordinary Income/Expense		
Income		
30100 · Signatory Landing Fees	57,418	46,340
30200 · Non Sig Landing Fees	18,312	16,361
30210 · Cargo Landing Fees	5,330	6,494
30300 · Non-Based Landing Fees	22,521	21,154
30400 · Signatory Rent	41,876	40,607
30420 · Non-Sig Use Fees	26,708	23,015
30430 · Signatory Use Fee	70,073	58,814
30500 · Equipment/Space/Services	400	0
30507 · Advertising Income	16,848	16,168
30509 · Ground Handling	60,209	53,309
30600 · FBO Rentals	22,291	21,672
30800 · Fuel Flowage Fees	9,645	6,765
30900 · Fuel Farm Leases	380	369
31000 · Coffee Concession	1,102	1,050
31100 · Restaurant	14,241	9,784
31110 · Liquor Concessions	12,040	11,177
31300 · Rental Car %	167,048	147,445
31400 · Rent Car Rent	15,180	15,180
31600 · Rent Car Fuel	36,028	0
31900 · USFS Hangar Rent	20,827	20,810
32100 · Gift Shop Faber	31,338	27,249
32200 · Travel Agency	0	439
32400 · Parking Lot	436,838	296,752
32800 · Ag Land Leases	2,997	2,997
32900 · Non-Aeronautical Ground Rent	30,693	30,192
32910 · Aeronautical Ground Rent	11,070	10,044
33000 · Vending	2,651	2,048
33800 · Off Airport Rent Cars	1,886	1,877
34000 · Utilities Reimbursement	3,089	2,611
34200 · Miscellaneous Income	16,682	3,471
34300 · Ground Transport	10,958	10,433
42700 · Drain Pumping Fee	260	260
81402 · TSA LEO Reimbursement	0	9,145
81403 · TSA Checkpoint OTA	1,232	1,232
85000 · Petro Fund Reimbursement	3,328	0
85100 · Badging Fees Collected	60	1,565
Total Income	<u>1,171,559</u>	<u>916,829</u>
Gross Profit	1,171,559	916,829

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

	Oct 24	Oct 23
Expense		
40100 · Wages	327,648	302,614
40330 · Overtime Wages	7,041	5,048
40600 · Fringe Benefits Expense	119,019	111,900
40800 · Legal Services	0	111
41200 · Insurance Expense	23,594	19,095
41300 · Accounting Expense	42,100	45,985
41400 · Phone Charges	3,594	2,437
41800 · Communication R&M	15,127	6
42000 · Office Supplies	4,290	2,605
42100 · Computer Equipment Expense	19,900	15,150
42200 · Electricity/Gas Expense	37,511	35,326
42400 · Water Expense	4,962	3,614
42500 · Sewer Expense	3,316	2,274
42600 · Disposal Expense	2,661	2,941
42800 · Disposal-Industrial	986	46
43000 · Petroleum Products Expense	2,968	11,829
43400 · Vehicle R&M	5,723	9,365
43800 · Tools/Equipment	1,521	1,054
44100 · Custodial Services	39,610	39,800
44200 · Contracted Maintenance	12,473	19,042
44302 · Jet Bridge R&M	48	57
44400 · Electric Maintenance	94	441
44600 · Plumbing Expense	791	173
44800 · Mechanical/Supplies	562	3,190
45000 · Building General R&M	767	4,021
45104 · Rent Car R&M	2,947	7,225
45105 · ATCT R&M	134	0
45106 · USFS Hangar R&M	63	0
45107 · BHS Parts and MX	594	17,933
45203 · Airfield Maintenance	1,070	5,024
45400 · Landside Maintenance	2,949	0
45600 · Airfield Lighting R&M	0	160
45800 · Snow & Ice Removal	2,631	61,413
46000 · Custodial Supplies	7,048	7,377
46400 · Uniform Expense	9,367	2,230
46600 · Employee Training Expense	5,541	6,435
46800 · Travel Expense	8,967	8,051
47000 · Memberships	12,572	20,730
47200 · Safety Supplies/Equipment	355	297
47400 · Meals & PR	1,452	507
47501 · Marketing	10,650	17,315
47600 · Consultants Expense	543	0
47605 · Landing Fee Commission Expens	4,407	4,231
49100 · Fingerprint/STA Charges	0	(200)
49200 · Petro Cleanup (MT Petro Board)	3,328	0
49203 · Badging / Compliance Contracts	2,075	0
49205 · Annual IT Support Subscriptions	2,159	0
49206 · On-demand IT Support	3,928	0
49207 · Recurring IT Support Subscripti	2,803	0
49208 · Rental Car Fuel	30,305	0
66900 · Reconciliation Discrepancies	41,369	0
80600 · Miscellaneous Expense	979	(1)
80611 · BANK Charges	26	287
80625 · TPA – EE benefits and Payroll	1,018	0
80650 · Finance Charges	107	1
80810 · Bad Debt - non based	1,737	0
Total Expense	<u>837,430</u>	<u>797,139</u>
Net Ordinary Income	334,129	119,690

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

	<u>Oct 24</u>	<u>Oct 23</u>
Other Income/Expense		
Other Income		
31500 · CFCs	103,232	92,472
70200 · Interest Income-Unrestricted	7,712	7,491
70400 · Project Restricted Interest	36	59
80520 · Gain on disposal of asset	8,000	0
80550 · Insurance Settlement	0	2,016
89010 · Federal Programs		
89000 · Airport Improvement Grants	2,084,925	1,758,182
89500 · PFC Contributions	361,832	160,467
Total 89010 · Federal Programs	<u>2,446,757</u>	<u>1,918,649</u>
Total Other Income	<u>2,565,737</u>	<u>2,020,687</u>
Other Expense		
80140 · Note 2019A Interest Expense	44,530	51,473
80145 · Note 2019 B Interest Expense	6,782	8,166
80150 · Note 2022 Interest Expense	44,687	12,406
80300 · Depreciation	674,220	657,674
Total Other Expense	<u>770,219</u>	<u>729,719</u>
Net Other Income	<u>1,795,518</u>	<u>1,290,968</u>
Net Income	<u><u>2,129,647</u></u>	<u><u>1,410,658</u></u>

	Oct 24	Budget	Jul - Oct 24	YTD Budget	Annual Budget	
Ordinary Income/Expense						
Income						
30100 · Signatory Landing Fees	57,418	48,703	277,053	252,300	649,346	43%
30200 · Non Sig Landing Fees	18,312	19,515	113,339	122,844	274,281	41%
30210 · Cargo Landing Fees	5,330	5,089	21,706	18,918	53,736	40%
30220 · Charter Landing Fees	0	0	0	0	0	
30300 · Non-Based Landing Fees	22,521	26,013	125,968	109,753	187,849	67%
30400 · Signatory Rent	41,876	41,876	167,503	167,504	502,512	33%
30410 · Non-Sig Turn Fees	0	0	0	0	0	
30420 · Non-Sig Use Fees	26,708	29,362	157,438	174,087	363,852	43%
30430 · Signatory Use Fee	70,073	62,426	337,496	308,762	759,424	44%
30500 · Equipment/Space/Services	400		1,200			
30507 · Advertising Income	16,848	14,487	77,477	65,681	225,000	34%
30509 · Ground Handling	60,209	70,559	360,026	429,194	1,060,001	34%
30600 · FBO Rentals	22,291	22,722	89,165	93,222	274,998	32%
30800 · Fuel Flowage Fees	9,645	6,532	45,224	57,894	105,001	43%
30900 · Fuel Farm Leases	380	375	1,519	1,500	4,500	34%
31000 · Coffee Concession	1,102	1,043	4,541	3,754	11,250	40%
31100 · Restaurant	14,241	8,683	82,924	56,403	150,002	55%
31110 · Liquor Concessions	12,040	11,689	66,344	60,512	150,000	44%
31300 · Rental Car %	167,048	144,584	1,504,883	1,248,262	2,100,000	72%
31400 · Rent Car Rent	15,180	13,750	60,719	55,000	165,000	37%
31600 · Rent Car Fuel	36,028	32,158	219,939	179,371	358,030	61%
31900 · USFS Hangar Rent	20,827	21,252	83,290	85,008	255,024	33%
32100 · Gift Shop Faber	31,338	28,666	155,457	152,607	325,001	48%
32200 · Travel Agency	0	0	879	0	0	
32400 · Parking Lot	436,838	319,280	1,511,101	1,093,555	3,600,001	42%
32800 · Ag Land Leases	2,997	3,083	11,987	12,332	36,996	32%
32900 · Non-Aeronautical Ground Rent	30,693	29,600	123,171	118,400	355,200	35%
32910 · Aeronautical Ground Rent	11,070	10,259	42,541	40,861	109,999	39%
33000 · Vending	2,651	1,122	14,850	6,642	15,999	93%
33800 · Off Airport Rent Cars	1,886	2,000	33,970	23,110	40,001	85%
34000 · Utilities Reimbursement	3,089	3,199	11,557	11,968	35,005	33%
34200 · Miscellaneous Income	16,682	2,944	47,622	11,365	40,001	119%
34300 · Ground Transport	10,958	10,800	97,741	105,979	175,000	56%
34500 · Glycol Disposal	0	0	0	0	15,000	0%
42700 · Drain Pumping Fee	260	260	1,040	1,040	3,120	33%
81402 · TSA LEO Reimbursement	0	0	0	0	0	
81403 · TSA Checkpoint OTA	1,232	1,250	4,927	5,000	15,000	33%
85000 · Petro Fund Reimbursement	3,328		3,923			
85100 · Badging Fees Collected	60	1,454	8,426	5,289	15,000	56%
Total Income	<u>1,171,559</u>	<u>994,735</u>	<u>5,866,946</u>	<u>5,078,117</u>	<u>12,431,129</u>	47%
Gross Profit	1,171,559	994,735	5,866,946	5,078,117	12,431,129	

Missoula County Airport Authority
Profit & Loss Budget Performance
 October 2024

	Oct 24	Budget	Jul - Oct 24	YTD Budget	Annual Budget	
Expense						
40100 · Wages	327,648	306,754	1,272,546	1,202,313	4,129,178	31%
40330 · Overtime Wages	7,041	5,881	34,651	20,369	90,000	39%
40600 · Fringe Benefits Expense	119,019	130,180	455,469	522,487	1,710,519	27%
40800 · Legal Services	0	145	1,500	5,346	29,999	5%
41200 · Insurance Expense	23,594	25,030	70,551	99,589	300,000	24%
41300 · Accounting Expense	42,100	44,572	64,070	53,281	83,951	76%
41400 · Phone Charges	3,594	2,520	13,757	12,894	45,499	30%
41600 · Phone R&M	0	0	0	0	0	
41800 · Communication R&M	15,127	8	16,442	4,382	21,395	77%
42000 · Office Supplies	4,290	1,956	16,128	12,327	36,449	44%
42100 · Computer Equipment Expense	19,900	4,543	58,694	8,234	38,952	151%
42200 · Electricity/Gas Expense	37,511	37,508	160,563	162,173	614,999	26%
42400 · Water Expense	4,962	4,142	28,212	27,608	72,001	39%
42500 · Sewer Expense	3,316	3,443	9,616	21,272	43,990	22%
42600 · Disposal Expense	2,661	3,014	11,588	15,455	39,999	29%
42800 · Disposal-Industrial	986	130	1,509	467	6,476	23%
43000 · Petroleum Products Expense	2,968	15,128	18,600	33,117	115,212	16%
43400 · Vehicle R&M	5,723	10,961	20,577	40,061	106,264	19%
43600 · Equipment Rental	0	0	329	2,565	2,625	13%
43800 · Tools/Equipment	1,521	1,385	21,063	27,187	79,863	26%
44000 · Landscaping Expense	0	0	548	254	12,924	4%
44100 · Custodial Services	39,610	41,976	165,325	175,433	530,000	31%
44200 · Contracted Maintenance	12,473	11,094	44,699	46,323	168,317	27%
44302 · Jet Bridge R&M	48	153	928	5,575	17,501	5%
44400 · Electric Maintenance	94	598	3,846	3,181	12,000	32%
44600 · Plumbing Expense	791	375	1,156	440	11,999	10%
44800 · Mechanical/Supplies	562	6,697	990	22,739	25,000	4%
45000 · Building General R&M	767	1,765	5,695	5,633	24,999	23%
45104 · Rent Car R&M	2,947	1,793	17,274	5,632	14,998	115%
45105 · ATCT R&M	134	0	1,048	0	5,000	21%
45106 · USFS Hangar R&M	63	0	226	2,548	5,001	5%
45107 · BHS Parts and MX	594	19,988	1,943	55,356	75,000	3%
45203 · Airfield Maintenance	1,070	4,209	4,257	8,759	58,885	7%
45400 · Landside Maintenance	2,949	0	3,226	20,470	29,000	11%
45600 · Airfield Lighting R&M	0	107	449	12,236	15,900	3%
45703 · Fog Abatement	0	0	0	0	3,240	0%
45800 · Snow & Ice Removal	2,631	68,338	15,876	85,777	282,079	6%
46000 · Custodial Supplies	7,048	5,142	29,915	38,028	70,002	43%
46400 · Uniform Expense	9,367	3,035	37,974	14,233	59,580	64%
46600 · Employee Training Expense	5,541	10,254	20,486	36,954	128,843	16%
46800 · Travel Expense	8,967	9,266	37,223	24,904	146,003	25%
47000 · Memberships	12,572	25,225	23,808	30,386	43,196	55%
47200 · Safety Supplies/Equipment	355	357	12,999	6,001	44,172	29%
47303 · Wildlife Mitigation	0	667	1,970	2,668	8,004	25%
47400 · Meals & PR	1,452	559	10,123	9,516	38,303	26%
47501 · Marketing	10,650	25,502	74,774	94,091	300,001	25%
47600 · Consultants Expense	543	0	7,960	4,786	123,449	6%
47605 · Landing Fee Commission Expense	4,407	4,847	20,431	20,449	34,998	58%
47707 · Display Expenses	0	0	0	1,225	2,500	0%
47717 · VIC Expenses	0	125	0	500	1,500	0%
49100 · Fingerprint/STA Charges	0		(450)			
49200 · Petro Cleanup (MT Petro Board)	3,328		3,923			
49202 · Badging Expenses	0	433	1,014	1,732	5,196	20%
49203 · Badging / Compliance Contracts	2,075	2,150	6,800	8,600	25,800	26%
49204 · Employee Screening	0	4,167	1,747	16,668	50,004	3%
49205 · Annual IT Support Subscriptions	2,159	3,833	14,333	15,332	45,996	31%
49206 · On-demand IT Support	3,928	4,167	17,695	16,668	50,004	35%
49207 · Recurring IT Support Subscripti	2,803	3,229	10,975	12,916	38,748	28%
49208 · Rental Car Fuel	30,305	31,850	229,114	174,745	350,310	65%
49209 · ISS CCURE/accesscontrol/camera	0	4,583	0	18,332	54,996	0%
49300 · Parking	0		271			
66900 · Reconciliation Discrepancies	41,369		41,113			
80600 · Miscellaneous Expense	979	0	2,957	108	602	491%
80611 · BANK Charges	26	1,453	(201)	4,922	2,999	-7%
80625 · TPA – EE benefits and Payroll	1,018	2,458	12,288	9,832	29,496	42%
80650 · Finance Charges	107		667			
80810 · Bad Debt - non based	1,737		1,737			
89610 · Misc.- ATCT	0		215			
Total Expense	837,430	897,695	3,165,212	3,285,079	10,513,916	30%
Net Ordinary Income	334,129	97,040	2,701,734	1,793,038	1,917,213	
Net Income	334,129	97,040	2,701,734	1,793,038	1,917,213	

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

	July - Oct 24	July - Oct 23	\$ DIFF.	% DIFF.	July - Oct 24 % of Gross	July - Oct 23 % of Gross	Change
Passenger Airline Aeronautical Revenue:							
Passenger airline landing fees (signatory & non-signatory), net air incentives	\$ 390,392	\$ 343,048	\$ 47,344	14%	7%	7%	-1%
Terminal arrival fees, rents and utilities, net air incentives	662,436	589,778	72,658	12%	11%	13%	-1%
Total	1,052,827	932,826	120,002	13%	18%	20%	-2%
Non-Passenger Aeronautical Revenue:							
Landing Fees from Cargo	21,706	24,141	(2,435)	-10%	0%	1%	0%
Landing Fees GA, Military & USFS	125,968	89,255	36,713	41%	2%	2%	0%
FBO revenue; contract or sponsor-operated	90,683	90,391	292	0%	2%	2%	0%
Cargo and hangar rentals (USFS hanger & aeronautical ground rent)	125,831	123,223	2,608	2%	2%	3%	0%
Fuel sales and fuel flowage fees	265,163	59,960	205,203	342%	5%	1%	3%
Security Reimbursements from Fed govt.	4,927	41,212	(36,285)	-88%	0%	1%	-1%
Other non-passenger operating revenue (ground handling)	360,026	324,265	35,761	11%	6%	7%	-1%
Total	994,304	752,447	241,858	32%	17%	16%	1%
Non-Aeronautical Revenue:							
Land and non-terminal facility leases and revenues (ag lease & non-aeronautical ground rent)	135,158	131,685	3,472	3%	2%	3%	-1%
Terminal-food and beverage	153,809	125,192	28,617	23%	3%	3%	0%
Terminal-retail stores & duty free	155,457	145,062	10,395	7%	3%	3%	0%
Terminal-services and other (advertising, vending, other)	93,206	87,187	6,019	7%	2%	2%	0%
Rental cars-excludes customer facility charges	1,599,572	1,355,380	244,192	18%	27%	29%	-2%
Parking	1,511,101	1,016,394	494,707	49%	26%	22%	4%
Other (flight crew parking, badging, utilities reimbursement, other)	73,771	32,693	41,078	126%	1%	1%	1%
Ground transportation	97,741	102,379	(4,639)	-5%	2%	2%	-1%
Total	3,819,815	2,995,972	823,843	27%	65%	64%	1%
Total Operating Revenue	\$ 5,866,946	\$ 4,681,245	\$ 1,185,702	25%	100%	100%	
Operating Expenses							
Personnel compensation and benefits	\$ 1,761,469	\$ 1,642,676	\$ 118,793	7%	55.65%	56.83%	-1%
Communications and utilities	225,246	218,595	6,651	3%	7.12%	7.56%	0%
Supplies and materials	573,711	487,090	86,621	18%	18.13%	16.85%	1%
Contractual services	534,236	466,419	67,817	15%	16.88%	16.13%	1%
Insurance, claims and settlements	70,551	75,972	(5,422)	-7%	2.23%	2.63%	0%
	-	-	-	-	0%	-	0.00%
Total Operating Expenses	\$ 3,165,212	\$ 2,890,752	\$ 274,460	9%	100%	100%	
Net Operating Income	\$ 2,701,734	\$ 1,790,492	\$ 911,242				

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

	<u>31-Oct</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from customers	\$ 1,371,130
Cash paid to suppliers	(181,337)
Cash paid to employees and employee benefits	<u>(608,782)</u>
Net cash flows from operating activities	<u>581,011</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments for capital assets	(2,966,601)
Interest paid on long-term debt	(265,076)
Principal payments on long-term debt	(136,514)
Federal contributions	1,563,061
Subsequent collections of capital contributions	<u>8,311</u>
Net cash flows from capital and related financing activities	<u>(1,796,819)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Customer facility charges	103,232
Passenger facility charges	<u>361,832</u>
Net cash flows from noncapital financing activities	<u>465,064</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest and investment revenue	<u>7,749</u>
Net cash flows from investing activities	<u>7,749</u>
Net change in cash and investments	(742,995)
Cash and investments, beginning of October, 2024	<u>11,002,644</u>
Cash and investments, end of October, 2024	<u>\$ 10,259,649</u>

	<u>31-Oct</u>
RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH FLOWS FROM OPERATING ACTIVITIES	
Income from operations	\$ <u>334,129</u>
Adjustments to reconcile loss from operations to net cash flows from operating activities:	
Change in receivables and other assets	202,071
Change in prepaid expenses	33,700
Change in unearned revenue, advance payment, and deferred inflows	(4,723)
Change in accounts payable and accrued expenses	<u>15,834</u>
Total adjustments	<u>246,882</u>
Net cash flows from operating activities	<u>\$ 581,011</u>

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

FY 2025	Balance June 30, 2024	Proceeds from Borrowing	Payments	Balance October 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	-	(272,233)	2,645,265
Note payable to First Security Bank of Missoula - series 2022	<u>10,871,280</u>	<u>2,567,000</u>	<u>-</u>	<u>13,438,280</u>
	<u>\$ 27,105,578</u>	<u>\$ 2,567,000</u>	<u>\$ (272,233)</u>	<u>\$ 29,400,345</u>

Note payable activity for the month ended October 31, 2024:	Amount
Proceeds from Borrowing	\$ -
Payments	\$ 136,514

Current estimated debt service payment; payable January 1, 2025	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	137,490	20,346	157,836
***Note payable to First Security Bank of Missoula - series 2022	<u>-</u>	<u>134,060</u>	<u>134,060</u>
	<u>\$ 137,490</u>	<u>\$ 287,996</u>	<u>\$ 425,486</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 of accrued interest is due and payable on April 1, 2047.*



**Director's Report
November 22, 2024**

Director's Statement: October ended with an increase of 13.8% more passengers as compared to October of 2023. This is our 9th month in a row with increases and 6th month in a row exceeding our 2019 monthly records! This trend will continue for the rest of this calendar year as we are expecting double-digit growth to continue. Thanksgiving is expected to be another record travel period nationally. We will be busy for Thanksgiving, but Christmas historically is busier for us as we usually reach our peak parking needs during that week.

Summer 2025 is nowhere final yet, but some are starting to load flight schedules. Sun Country was the first to reload and will be bringing back MSP service twice weekly starting June 25th and will run until August 23rd. Sun Country picked up additional cargo operations for 2025, so it has limited passenger service growth next year due to pilot availability. Several communities lost service this upcoming year so they could fund their new cargo opportunities, so a big win to keep our service. Allegiant also extended next summer's flight schedule, Oakland and Orange County will return as they have in the past. Allegiant bumped up Phoenix Mesa service to 4 times weekly service for most of the summer.

Legislative: Federal funding is currently authorized until December 20th, 2024. While we would prefer to get funding through the rest of this fiscal year, it is probably more realistic to hopefully get a clean extension until the middle of March.

Construction: The exterior is making fast progress, great seeing the new phase with lights on during the overnight hours where you can get a sense of size. Lots of interior work is going on as well, baggage claim equipment is starting to show up on property with work earnestly putting that equipment in place in January. Still on track for pre summer opening in 2025.

Design work continues on next fall's runway project. Our airline partners are slowly shutting off ticket sales from Tuesday September 2nd at 8 am and reopening at 3 pm on Sunday September 7th, for a total of 127 continuous hours.

Board Agenda:

- Airport concession disadvantaged business enterprise plan revision.
- Acceptance authority for our small community air service grant award.
- Task order to rebid a rental car fuel island.
- Task order to design and bid for an economy parking lot expansion.
- Election of 2025 Board Officers.

Master Plan: Staff has started to review draft chapters; we will pass them along once we have fully gone through and made our recommended changes.

Misc: As mentioned earlier this week, I want to thank our staff (Public Safety and Dylan O’Leary) for the quick response to our network disruption we were able to work through. We lost our internet connection that affected our cameras and alarms for about a 3-hour time frame. Public Safety was able to keep everything secure and no airline operations were affected.

Lots of new hires have joined us recently, over the past several months we have hired three people for our airfield department and one person for our building department. Also, one of our previous airfield department employees that transferred to Public Safety recently completed law enforcement training in Helena and graduated earlier this month.

Destination Missoula, NW AAAE and I toured several hotel properties earlier this month. NW AAAE selected the Holiday Inn Downtown following their onsite meeting. That conference will take place September 21-25, 2026, and attended by approximately 400 NW AAAE members.

This past week I attended a parking conference that was held in Kansas City, MO. Lots of airports and vendors were in attendance. Overarching theme is the same issue you see in Missoula and other airports in Montana - lack of parking spaces, commercial lane and front curb challenges. From talking to other airports, they were envious of our new parking equipment and our proactive parking expansion that we continue to focus on.

The University of Montana went out of their way to give Andrew Bailey our Ground Handling Manager a “way to go”. Our staff currently ground handles the Griz football charters. Their staff really appreciates the courtesy and attention to detail from our crew.

Jake Sol, our airfield manager, recently passed his AAAE Certified Member test, congrats Jake!

Today we just had our TSA annual inspection debrief, congrats to Jesse Johnson, Justin Shaffer and all our PSO officers, another perfect inspection.

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: November 26, 2024

1. **TITLE:** Airport Concession Disadvantaged Business Enterprise (ACDBE) Program Revisions

Review, discussion and possible approval of revisions to the ACDBE Plan

ACTION ITEM

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

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** MCAA is required by the U.S. Dept. of Transportation to have an “Airport Concession Disadvantaged Business Enterprise (“ACDBE”) Program.” The purpose of the program is to ensure non-discrimination in the award of concessions at airports and to ensure the DBE’s have an equal opportunity to receive and participate in concessions at the airport. Per the regulations, a DBE is a small business that is at least 51% owned and controlled by someone who is socially and economically disadvantaged. The regulations set out specific definitions for socially disadvantaged, economically disadvantaged and sizes of business.

The US Department of Transportation revised the DBE and ACDBE regulations in April 2024. Most of the changes involved the certification and eligibility process, which does not affect MSOs program as the Montana Department of Transportation makes certification determinations. The changes that are reflected in our program update address the rules for counting participation by DBE material suppliers, adding a small business element to the program, and enhancing the goal setting and reporting requirements.

This update also includes changing the ACDBE Liaison Officer from Lynn to Juniper.

5. **BUDGET INFORMATION:** NONE
6. **SUPPLEMENTAL AGENDA INFORMATION:** ACDBE Plan
7. **RECOMMENDED MOTION:** Move to approve the revised ACDBE Plan contingent on FAA approval.
8. **PREPARED BY:** Lynn Fagan
9. **COMMITTEE REVIEW:** None

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
MISSOULA MONTANA AIRPORT
MISSOULA, MONTANA
REVISED OCTOBER 2024**

The Missoula County Airport Authority ("MCAA") has established an Airport Concession Disadvantaged Business Enterprise ("ACDBE") program in accordance with regulations of the U.S. Department of Transportation ("DOT"), 49 CFR Part 23. MCAA owns and operates the Missoula Montana Airport, a primary airport which has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code). MCAA has signed airport grant assurances that it will comply with 49 CFR Part 23.

It is the policy of MCAA to ensure that ACDBEs, as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

1. To ensure non-discrimination in the award and administration of opportunities for concessions;
2. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
3. To ensure that our ACDBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet Part 23's eligibility standards are permitted to participate as ACDBEs at our airport;
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at our airport;
6. To promote the use of ACDBEs in all types of concessions activities at our airport;
7. To assist the development of firms that can compete successfully in the marketplace outside the ACDBE program; and
8. To provide appropriate flexibility to our airport in establishing and providing opportunities for ACDBEs.

The Legal Counsel has been delegated as the ACDBE Liaison Officer ("ACDBELO"). In that capacity the Legal Counsel is responsible for implementing all aspects of the ACDBE program. Implementation of the ACDBE program is accorded the same priority as compliance with all other legal obligations incurred by MCAA in its financial assistance agreements with the Department of Transportation.

MCAA has disseminated this policy statement to the Board of Commissioners of MCAA and all of the components of our organization. We have distributed this statement to ACDBE and non-ACDBE concessionaire communities in our area. This distribution was accomplished by mailing the same to the Montana Department of Transportation, Civil Rights Bureau, DBE Program Manager, 2710 Prospect Avenue, Helena, Montana 59620.

Brian Ellestad, Airport Director

Date

I. General Requirements.

1. Objectives. The objectives of MCAA's ACDBE Program are found on the first page of this program.
2. Definitions. MCAA will use terms in this program that have the meaning defined in 49 CFR Section 23.3 and 49 CFR Part 26 Section 26.5 where applicable.
3. Applicability. MCAA is a primary airport and the sponsor of federal airport funds authorized for airport development after January 1988 that was authorized under Title 49 of the United States Code.
4. Non-discrimination Requirements. MCAA will never exclude any person from participation in, deny any person the benefits or, or otherwise discriminate against anyone in connection with the award and performance of any concession agreement, management contract or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23 on the basis of race, color, sex or national origin.

In administering its ACDBE program, MCAA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the ACDBE program with respect to individuals of a particular race, color, sex, or national origin.

MCAA will include the following assurances in all concession agreements and management contracts it executes with any firm:

- (1) This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
 - (2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
5. Compliance and Enforcement. MCAA acknowledges that the compliance and enforcement provisions of 49 CFR part 26 (§§ 26.101 and 26.105 through 26.109) apply to the concessions program under part 23 in the same way that they apply to FAA recipients and programs under part 26.

II. ACDBE Program

1. ACDBE Program Updates. MCAA is the operator of one primary airport and is required to have an ACDBE program. This ACDBE program is applicable to the Missoula Montana Airport (MSO).

Prior to implementing significant changes to this ACDBE program, MCAA will provide the amended program to FAA for review and approval.

2. **Administrative Procedures.**

Policy Statement: MCAA is committed to operating its ACDBE program in a nondiscriminatory manner. MCAA's Policy Statement is elaborated on the first page of this program.

MCAA will thoroughly investigate, on an annual basis, the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and make reasonable efforts to use these institutions. MCAA will also encourage prime concessionaires to use such institutions.

3. **ACDBE Liaison Officer (ACDBELO):** We have designated the Deputy Director as our ACDBELO. The Legal Counsel may be contacted at:

Juniper Davis
Missoula County Airport Authority
5225 Highway 10 West
Missoula, Montana 59808
(406) 728-4381
jdavis@flymissoula.com.

The ACDBELO is responsible for implementing all aspects of the ACDBE program and ensuring that MCAA complies with all provisions of 49 CFR Part 23. The ACDBELO has direct, independent access to the Airport Director concerning ACDBE program matters. An organization chart displaying the ACDBELO's position in the organization is found in Attachment 1 to this program.

The ACDBELO is responsible for developing, implementing and monitoring the ACDBE program, in coordination with other appropriate officials. The ACDBELO's duties and responsibilities include the following:

- a. Gathers and reports statistical data and other information as required by FAA or DOT.
- b. Reviews third party contracts and purchase requisitions for compliance with this program.
- c. Works with all departments to set overall annual goals.
- d. Ensures that bid notices and requests for proposals are available to ACDBEs in a timely manner.
- e. Identifies contracts and procurements so that ACDBE goals are included in solicitations (both race-neutral methods and contract specific goals).
- f. Analyzes MCAA's progress toward attainment and identifies ways to improve progress.
- g. Participates in pre-bid meetings.
- h. Advises the Director and Board of Commissioners on ACDBE matters and achievement.
- i. Provides ACDBEs with information and assistance in preparing bids, obtaining bonding, financing, and insurance, acts as a liaison to the OSDBU-Minority Resource Center (MRC).
- j. Plans and participates in ACDBE training seminars.
- k. Acts as liaison to the Uniform Certification program in Montana.
- l. Provides outreach to ACDBEs and community organizations to advise them of opportunities.

m. Maintains MCAA's updated directory on certified ACDBEs and distinguishes them from DBEs.

4. **Directory.** Montana's Unified Certification Program (UCP) maintains a directory identifying all firms eligible to participate as DBEs and ACDBEs. The Directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as an ACDBE. The Directory clearly specifies whether a firm is certified as a DBE for purposes of Part 26, an ACDBE for purposes of Part 23, or both.

III. Ensuring Nondiscriminatory Participation of ACDBEs.

1. MCAA will not use set-asides or quotas as a means of obtaining ACDBE participation.
2. MCAA will seek ACDBE participation in all types of concession activities.
3. MCAA will maximize the use of race-neutral measures, obtaining as much as possible of the ACDBE participation needed to meet overall goals through such measures.
4. MCAA will take the following measures to ensure nondiscriminatory participation of ACDBEs in concessions, and other covered activities (23.25(a)):
 - a. Locating and identifying ACDBEs and other small businesses who may be interested in participating as concessionaires;
 - b. Notifying ACDBEs of concession opportunities and encouraging them to compete, when appropriate;
 - c. When practical, structuring concession activities so as to encourage and facilitate the participation of ACDBEs;
 - d. Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the recipient's ACDBE program will affect the procurement process;
 - e. Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation.
5. MCAA will also provide for the use of race-conscious measures when race-neutral measures, standing alone, are not projected to be sufficient to meet an overall goal. The following are examples of race-conscious measures we will implement, as needed:
 - a. Establishing concession-specific goals for particular concession opportunities.
 - b. In setting concession-specific goals for concession opportunities other than car rental, MCAA will explore, to the maximum extent practicable, all available options to set goals that concessionaires can meet through direct ownership arrangements. A concession-specific goal for any concession other than car rental may be based on purchases or leases of goods and services only when the analysis of the relative availability of ACDBEs and all relevant evidence reasonably supports that there is de minimis availability for direct ownership arrangement participation for that concession opportunity.
 - c. In setting car rental concession-specific goals, MCAA will not require a car rental company to change its corporate structure to provide for participation via direct ownership arrangement. When the overall goal for car rental concessions is based on purchases or leases of goods and services, MCAA is not required to explore options for direct ownership arrangements prior to setting a car rental concession-specific goal based on purchases or leases of goods and services.
 - d. If the objective of the concession-specific goal is to obtain ACDBE participation through a direct ownership arrangement with an ACDBE,

MCAA will calculate the goal as a percentage of the total estimated annual gross receipts from the concession.

- e. If the goal applies to purchases or leases of goods and services from ACDBEs, MCAA will calculate the goal as a percentage of the total estimated dollar value of all purchases to be made by the concessionaire.
 - f. When a concession-specific goal is set, MCAA will require competitors to make good faith efforts to meet this goal. A competitor may do so either by obtaining enough ACDBE participation to meet the goal or by documenting that it made sufficient good faith efforts to do so.
 - g. The administrative procedures applicable to contract goals in part 26, § § 26.51 through 26.53, apply with respect to concession-specific goals.
6. Negotiate with a potential concessionaire to include ACDBE participation, through direct ownership arrangements or measures, in the operation of the non-car rental concessions.
 7. With the prior approval of FAA, other methods that take a competitor's ability to provide ACDBE participation into account in awarding a concession.

MCAA requires businesses subject to car rental and non-car rental ACDBE goals at the airport to make good faith efforts to meet goals set pursuant to this section.

IV. Fostering Small Business Participation

MCAA has created a small business element to provide for the structuring of concession opportunities to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of concession opportunities that may preclude small business participation in solicitations.

The small business element is incorporated as Attachment 11 to this ACDBE Program. The program elements will be actively implemented to foster small business participation. MCAA acknowledges that active use of the small business element is a requirement of the good faith implementation of this ACDBE program.

MCAA will submit an annual report on small business participation obtained through the use of this small business element. The report must be submitted in the format acceptable to the FAA based on a schedule established and posted to the agency's website, available at:
https://www.faa.gov/about/office_offices/acr/bus_ent_program.

- V. Reporting.** MCAA will retain sufficient basic information about our ACDBE program implementation, ACDBE certification and the award and performance of agreements and contracts to enable the FAA to determine our compliance with Part 23. This data will be retained for a minimum of three years following the end of the concession agreement or other covered contract.

MCAA will submit an annual report on ACDBE participation to the FAA by March 1 following the end of each federal fiscal year. This report will be submitted in the format acceptable to the FAA and contain all of the information described in the Uniform Report of ACDBE participation.

MCAA will create and maintain active participants list information and enter it into a system designated by the FAA. MCAA will collect the following information about ACDBE and non-ACDBEs who seek to work on each of our concession opportunities.

- a. Firm name;

- b. Firm address including ZIP code;
- c. Firm status as an ACDBE or non-ACDBE;
- d. Race and gender information for the firm's majority owner;
- e. NAICS code applicable to the concession contract in which the firm is seeking to perform;
- f. Age of the firm; and
- g. The annual gross receipts of the firm.

MCAA will collect the data from all active participants for concession opportunities by requiring the information to be submitted with their proposals or initial responses to negotiated procurements. MCAA will enter this data in FAA's designated system no later than March 1 following the fiscal year in which the relevant concession opportunity was awarded.

The state department of transportation in each Unified Certification Program (UCP) established pursuant to 49 CFR § 26.81 must report certain information from the UCP directory to DOT's Departmental Office of Civil Rights each year.

VI. Compliance and Enforcement Procedures. MCAA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 23:

- a. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in § 26.107.
- b. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 4 lists the regulations, provisions, and contract remedies available to us in the events of non-compliance with the ACDBE regulation by a participant in our procurement activities.

VII. Certification and Eligibility

MCAA is a **non-certifying member** of the Montana Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. Montana UCP will use the certification standards of Subpart C of Part 23 to determine the eligibility of firms to participate as ACDBEs in airport concessions contracts. To be certified as an ACDBE, a firm must meet all certification eligibility standards. Certifying MCAA UCP members make all certification decisions based on the facts as a whole.

The Montana UCP directory of eligible ACDBEs specifies whether a firm is certified as a DBE for purposes of part 26, an ACDBE for purposes of part 23, or both.

For information about the certification process or to apply for certification, firms should contact:

Maghan Strachan
 Civil Rights Program Supervisor
 Montana Department of Transportation
 DBE Program
 PO Box 201001

2701 Prospect
Helena, MT 59620-1001
406-444-0841
TTY: 800-335-7592
Fax 406-444-7243
mastrachan@mt.gov
[Office of Civil Rights | Montana Department of Transportation \(MDT\)
\(mt.gov\)](https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply)
Application Portal: [Uniform Certification Application \(mt.gov\)](https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply)

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>.

VIII. Business Size Standards

In general, a firm will be considered as a small business eligible to be certified as an ACDBE if its gross receipts, averaged over the firm's previous five (5) fiscal years, do not exceed \$56.42 million. The following special exceptions apply to the general small business size limit:

- a. The limit for passenger car rental companies is \$75.23 million, averaged over the firm's previous five (5) fiscal years.
- b. The size standard for banks and other financial institutions is \$1 billion in assets.
- c. The size standard for pay telephone companies is 1500 employees.
- d. The size standard for new car dealers is 350 employees.

For size purposes, gross receipts (as defined in 13 CFR 121.104(a)) of affiliates are included in a manner consistent with 13 CFR 121.104(d), except in the context of joint ventures. For gross receipts attributable to joint venture partners, a firm must include in its gross receipts its proportionate share of joint venture receipts, unless the proportionate share already is accounted for in receipts reflecting transactions between the firm and its joint ventures (e.g., subcontracts from a joint venture entity to joint venture partners).

IX. Personal Net Worth Limits

The personal net worth standard used in determining eligibility for purposes of Part 23 is posted online on the Departmental Office of Civil Rights' webpage, available at <https://www.transportation.gov/DBEPNW>. Any individual who has a PNW exceeding this amount is not a socially and economically disadvantaged individual for purposes of this part, even if the individual is a member of a group otherwise presumed to be disadvantaged.

X. Other ACDBE Certification Requirements

The provisions of § 26.83(c)(1) of 49 CFR part 26 do not apply to ACDBE certifications. Instead, in determining whether a firm is an eligible ACDBE, Certifying Montana UCP members will take the following steps:

- a. Visit the firm's principal place of business, virtually or in person, and interview the SEDO, officers, and key personnel. Certifying [State] UCP members will review those persons' résumés and/or work histories and maintain a complete audio recording of the interviews. Certifiers will also visit one or more active job sites (if there is one). These activities comprise the "on-site review" (OSR), a written report of which the certifying Montana UCP member will keep in its files.

- b. Analyze documentation related to the legal structure, ownership, and control of the applicant firm. This includes, but is not limited to, articles of incorporation/organization; corporate by-laws or operating agreements; organizational, annual and board/member meeting records; stock ledgers and certificates; and State-issued certificates of good standing;
- c. Analyze the bonding and financial capacity of the firm; lease and loan agreements; and bank account signature cards;
- d. Determine the work history of the firm, including any concession contracts or other contracts it may have received; and payroll records;
- e. Obtain or compile a list of the licenses of the firm and its key personnel to perform the concession contracts or other contracts it wishes to receive;
- f. Obtain a statement from the firm of the type(s) of concession(s) it prefers to operate or the type(s) of other contract(s) it prefers to perform;
- g. Obtain complete Federal income tax returns (or requests for extensions) filed by the firm, its affiliates, and the socially and economically disadvantaged owners for the last 5 years. A complete return includes all forms, schedules, and statements filed with the Internal Revenue Service; and
- h. Require applicants for ACDBE certification to complete and submit an appropriate application form, except as otherwise provided in § 26.85 of part 26.

In reviewing the Declaration of Eligibility required by § 26.83(j), Certifying Montana UCP members will ensure that the ACDBE applicant provides documentation that it meets the applicable size standard in § 23.33.

For purposes of this part, the term prime contractor in § 26.87(j) includes a firm holding a contract with an airport concessionaire to provide goods or services to the concessionaire or a firm holding a prime concession agreement with a recipient.

With respect to firms owned by Alaska Native Corporations (ANCs), the provisions of § 26.63(c)(2) do not apply. The eligibility of ANC-owned firms for purposes of this part is governed by § 26.63(c)(1).

Certifying Montana UCP members will use the Uniform Certification Application found in part 26 of this chapter without change. If [State] UCP seeks to supplement the form by requesting specified additional information consistent with part 23 and part 26, the Montana UCP will first seek written approval of the concerned Operating Administration.

Certifying Montana UCP members will require every applicant to clearly state that it is applying for certification as an ACDBE and complete all of section 5.

Car rental companies and private terminal owners or lessees are not authorized to certify firms as ACDBEs.

XI. Goals, Good Faith Efforts and Counting

1. **Overall Goals.** MCAA will establish two separate goals: one for car rentals and another for concessions other than car rentals. The overall goals will cover a three-year period and MCAA will review the goals annually to make sure the

goal continues to fit MCAA's circumstances. MCAA will report any significant overall goal adjustments to the FAA.

Our overall goals will provide for participation by all certified ACDBEs and will not be subdivided into group-specific goals.

2. Consultation in Goal Setting. MCAA consults with stakeholders before submitting the overall goals to the FAA. Stakeholders will include, but not be limited to, minority and women's business groups, community organizations, trade associations representing concessionaires currently located at the airport, as well as existing concessionaires themselves, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and MCAA's efforts to increase participation of ACDBEs.

In its submission of its overall goals, MCAA will identify the stakeholders that it consulted with and provide a summary of the information obtained from the stakeholders.

The requirements of this section do not apply if no new concession opportunities will become available during the goal period. However, MCAA will take appropriate outreach steps to encourage available ACDBEs to participate as concessionaires whenever there is a concession opportunity.

3. Overall Goals. Overall goals will be submitted to the FAA for approval. The overall goals meeting the requirements of this subpart are due based on a schedule established by the FAA and posted on the FAA's website.

The goals must be submitted every three years based on the published schedule.

If a new concession opportunity arises at a time that falls between the normal submission dates above, and the estimated average of annual gross revenues are anticipated to be \$200,000 or greater, MCAA will submit an appropriate adjustment to our overall goal to FAA for approval at least 90 days before executing the new concession agreement.

MCAA will establish overall goals in accordance with the 2-Step process as specified in § 23.51. After determining the total gross receipts for the concession activity, the first step is to determine the relative availability of ACDBEs in the market area, "base figure". The second step is to examine all relevant evidence reasonably available in MCAA's jurisdiction to determine if an adjustment in the Step 1 "base figure" is necessary so that the goal reflects as accurately as possible the ACDBE participation MCAA would expect in the absence of discrimination. Evidence may include, but is not limited to past participation by ACDBEs, a disparity study, evidence from related fields that affect ACDBE opportunities to form, grow, and compete (such as statistical disparities in ability to get required financing, bonding, insurance; or data on employment, self-employment, education, training and union apprenticeship).

MCAA will also include a projection of the portions of the overall goal expected to be met through race-neutral and race-conscious measures, respectively.

If the FAA determines that MCAA's goals have not been correctly calculated or the justification is inadequate, the FAA may, after consulting with us, adjust the overall goal or race-conscious/race-neutral "split." In such a case, the adjusted goal is binding on MCAA.

XII. Counting ACDBE Participation for Car Rental Goals

MCAA will count ACDBE participation toward overall goals for car rental as provided in 49 CFR § 23.53.

When an ACDBE is decertified because one or more of its disadvantaged owners exceed the PNW cap or the firm exceeds the business size standards of part 23 during the performance of a contract or other agreement, the firm's participation may continue to be counted toward ACDBE goals for the remainder of the term of the contract or other agreement. However, MCAA will verify that the firm in all other respects remains an eligible ACDBE. To accomplish this verification, MCAA will require the firm to provide, annually on December 1, a Declaration of Eligibility, affirming that there have been no changes in the firm's circumstances affecting its ability to meet ownership or control requirements of [subpart C](#) of part 23 or any other material changes, other than changes regarding the firm's business size or the owner's personal net worth. MCAA will not count the concessionaire's participation toward ACDBE goals beyond the termination date for the concession agreement in effect at the time of the decertification (e.g., in a case where the agreement is renewed or extended, or an option for continued participation beyond the current term of the agreement is exercised).

Firms are required to inform MCAA in writing of any change in circumstances affecting their ability to meet ownership or control requirements of [subpart C of this part](#) or any material change. Reporting must be made as provided in [§ 26.83\(i\) of this chapter](#).

XIII. Counting ACDBE participation for Concessions Other than Car Rentals

MCAA will count ACDBE participation toward overall goals other than car rental as provided in 49 CFR § 23.55.

When an ACDBE is decertified because one or more of its disadvantaged owners exceed the PNW cap or the firm exceeds the business size standards of part 23 during the performance of a contract or other agreement, the firm's participation may continue to be counted toward ACDBE goals for the remainder of the term of the contract or other agreement. However, [Recipient] will verify that the firm in all other respects remains an eligible ACDBE. To accomplish this verification, [Recipient] will require the firm to provide, annually on December 1, a Declaration of Eligibility, affirming that there have been no changes in the firm's circumstances affecting its ability to meet ownership or control requirements of subpart C of part 23 or any other material changes, other than changes regarding the firm's business size or the owner's personal net worth. [Recipient] will not count the former ACDBE's participation toward ACDBE goals beyond the termination date for the agreement in effect at the time of the decertification (e.g., in a case where the agreement is renewed or extended, or an option for continued participation beyond the current term of the agreement is exercised).

Firms are required to inform MCAA in writing of any change in circumstances affecting their ability to meet ownership or control requirements of subpart C of this part or any material change. Reporting must be made as provided in § 26.83(i) of this chapter.

XIV. Goal shortfall accountability

If the awards and commitments on the Uniform Report of ACDBE participation at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will:

- Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
- Establish specific steps and milestones to correct the problems we have identified in our analysis to enable us to fully meet our goal for the new fiscal year;
- As an airport not meeting the criteria of paragraph (b)(3)(i) of this section, we will retain analysis and corrective actions in our records for three years and make it available to the FAA, on request, for their review.

FAA may impose conditions as part of its approval of MCAA's analysis and corrective actions including, but not limited to, modifications to our overall goal methodology, changes in our race-conscious/race-neutral split, or the introduction of additional race-neutral or race-conscious measures.

MCAA may be regarded as being in noncompliance with this part, and therefore subject to the remedies in § 23.11 of this part and other applicable regulations, for failing to implement our ACDBE program in good faith if any of the following things occur:

- MCAA does not submit the analysis and corrective actions to FAA in a timely manner as required under paragraph (b)(3) of § 23.57;
- FAA disapproves the analysis or corrective actions; or
- MCAA does not fully implement:
 - a. The corrective actions to which we have committed, or
 - b. Conditions that FAA has imposed following review of our analysis and corrective actions.
 - c. If information coming to the attention of FAA demonstrates that current trends make it unlikely that we, as an airport, will achieve ACDBE awards and commitments that would be necessary to allow us to meet our overall goal at the end of the fiscal year, FAA may require us to make further good faith efforts, such as modifying our race-conscious/race-neutral split or introducing additional race-neutral or race-conscious measures for the remainder of the fiscal year.

XV. Quotas or Set-asides. We will not use quotas or set-asides as a means of obtaining ACDBE participation.

XVI. OTHER PROVISIONS

1. Existing Agreements. If permitted by the existing agreement, MCAA will use any means authorized by part 23 to obtain a modified amount of ACDBE participation in the renewed or amended agreement.
2. Privately-Owned or Leased Terminal Buildings. MCAA will pass through applicable provisions of part 23 to any private terminal owner or lessee via our agreement with the owner or lessee. We will ensure that the owner or lessee complies with part 23. We will obtain from the owner or lessee the goals and other elements of the ACDBE program required under part 23.
3. Long-Term Exclusive Agreements. We will not enter into a long-term exclusive agreement for concessions without prior approval of the FAA Regional Civil Rights Office. We understand that a "long-term" agreement is

one having a term of more than 10 years, including any combination of base term and options or holdovers to extend the term of the agreement, if the effect is a term of more than ten years. We understand that an exclusive agreement is one having a type of business activity that is conducted solely by a single business entity on the entire airport, irrespective of ACDBE participation.

MCAA may enter into a long-term, exclusive concession agreement only under the following conditions:

- a. Special local circumstances exist that make it important to enter such agreement; and
- b. FAA approves MCAA's plan for meeting the standards of paragraph (c) of § 23.75.

To obtain FAA approval of a long-term exclusive concession agreement, MCAA will submit the following information to the FAA. The items in paragraphs (a) through (c) below will be submitted at least 60 days before the solicitation is released and items in paragraphs (d) through (g) will be submitted at least 45 days before contract award:

- a. A description of the special local circumstances that warrant a long-term, exclusive agreement;
- b. A copy of the solicitation;
- c. ACDBE contract goal analysis developed in accordance with this part;
- d. Documentation that ACDBE participants are certified in the appropriate NAICS code in order for the participation to count towards ACDBE goals;
- e. A general description of the type of business or businesses to be operated by the ACDBE, including location and concept of the ACDBE operation;
- f. Information on the investment required on the part of the ACDBE and any unusual management or financial arrangements between the prime concessionaire and ACDBE, if applicable;
- g. Final long-term exclusive concession agreement, subleasing or other agreements;
 - i) In order to obtain FAA approval of a long-term exclusive concession agreement that has been awarded through direct negotiations, MCAA will submit the items in paragraphs (1) and (3) through (7) of this section at least 45 days before contract award;
 - ii) In order to obtain FAA approval of an exclusive concession agreement that becomes long-term as a result of a holdover tenancy, MCAA will submit to the responsible FAA regional office a holdover plan for FAA approval at least 60 days prior to the expiration of the current lease term. The holdover plan shall include the following information:
 1. A description of the special local circumstances that warrant the holdover;
 2. Anticipated date for renewal or re-bidding of the agreement;
 3. The method to be applied for renewal or re-bidding of the agreement;
 4. Submission of all items required under (3), (4), (6), and (7) of this section for the agreement in holdover status or an explanation as to why the item is not available or cannot be submitted.

4. Preemption of Local Requirements.

In the event that a State or local law, regulation, or policy differs from the requirements of this part, MCAA will, as a condition of remaining eligible to receive Federal financial assistance from the DOT, take such steps as may be necessary to comply with the requirements of 49 CFR part 23. However,

nothing in part 23 preempts any State or local law, regulation, or policy enacted by the governing body of MCAA, or the authority of any State or local government or recipient to adopt or enforce any law, regulation, or policy relating to ACDBEs, as long as the law, regulation, or policy does not conflict with part 23.

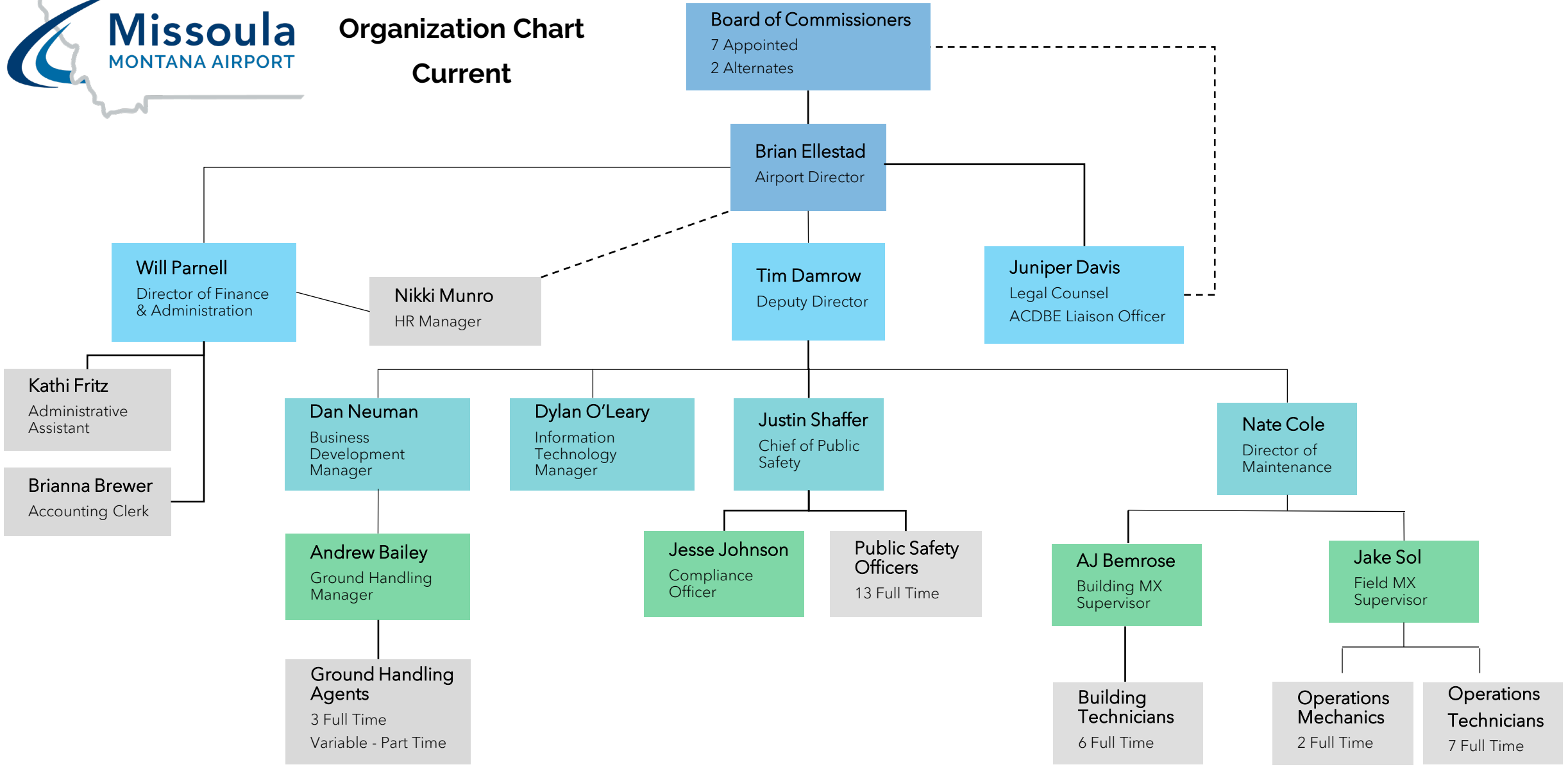
5. Geographical Preferences. We will not use a local geographical preference. For purposes of this section, a local geographic preference is any requirement that gives a concessionaire located in one place (e.g., our local area) an advantage over concessionaires from other places in obtaining business as, or with, a concession at our airport(s).

Attachments:

1. MCAA Organizational Chart
2. Website Link for DBE Directory
3. Active Participants List Collection Form
4. Monitoring and Enforcement Mechanisms
5. Overall Goal Methodology - Concessions Other Than Car Rentals
6. Overall Goal Methodology - Car Rental
7. Demonstration of Good Faith Efforts - Form 1 & 2
8. Website Link for Certification Application Form
9. Montana UCP Agreement
10. ACDBE Regulations 49 CFR Part 23
11. Race-Neutral Small Business Element



Organization Chart Current



**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
MISSOULA MONTANA AIRPORT
MISSOULA, MONTANA**

ATTACHMENT 2

The website for the DBE/ACDBE Directory is:

[awpr_dbe_directory.pdf \(mt.gov\)](#)

**MSO ACDBE Program
Attachment 3
Active Participants List Collection Form**

Firm Name	Street Address	Street Address (Line 2)	City	State	ZIP Code	ACDBE or Non-ACDBE Status

NAICS Code(s) of Scope(s) Proposed	Race of Majority Owner	Gender of Majority Owner	Age of Firm	Annual Gross Receipts

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
MISSOULA MONTANA AIRPORT
MISSOULA, MONTANA**

ATTACHMENT 4

MONITORING AND ENFORCEMENT MECHANISMS

The Missoula County Airport Authority ("MCAA") has available several remedies to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to the terms of MCAA's Primary Guiding Document's;

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 23;
2. Enforcement action pursuant to 49 CFR part 31; and
3. Prosecution pursuant to 18 USC 1001.

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
MISSOULA MONTANA AIRPORT
MISSOULA, MONTANA
REVISED OCTOBER 2024**

**Attachment 7
Demonstration of Good Faith Efforts
Forms 1 and 2**

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned bidder/respondent has satisfied the ACDBE requirements of the concession [bid/RFP/RLI] in the following manner:

- Bidder/respondent has met the ACDBE goal
The bidder/offeror is committed to a minimum of ____ % ACDBE participation in this opportunity.

- Bidder/respondent has not met the ACDBE goal
The bidder/respondent is committed to a minimum of ____% ACDBE participation in this opportunity and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/respondent's firm: _____

Bidder/Respondent Representative:

Name & Title

Signature

Date

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with authority to make contracting decisions on behalf of the firm.

Name of bidder/respondent's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of ACDBE firm: _____

Name & title of ACDBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Role to be performed by ACDBE firm:

<i>Description of Work</i>	<i>NAICS</i>	<i>Projected Amount / %</i>	<i>Dollar</i>	<i>Joint Venture/Subtenant/Supplier*</i>

**For suppliers only, state how the ACDBE will perform (e.g., regular dealer, manufacturer, broker). Count only fees and commissions if the supplier performs as a broker.*

The undersigned bidder/respondent is committed to utilizing the above-named ACDBE firm for the work described above. The total expected dollar value of this work is \$ _____. The bidder/respondent understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into an agreement ACDBE firm identified above that reflects the type and amount of participation listed. Bidder/respondent understands that upon submitting this form, it may not substitute or terminate the ACDBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Respondent's Authorized Representative Date: _____

The undersigned ACDBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for ACDBE participation therefore.

Signature of ACDBE's Authorized Representative Date: _____

If the bidder/respondent does not receive award of the prime concession opportunity, all representations in this Letter of Intent shall be null and void.

Submit this page for each ACDBE participant.

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
MISSOULA MONTANA AIRPORT
MISSOULA, MONTANA**

ATTACHMENT 8

The website for the Uniform Certification Application is:

[Uniform Certification Application \(mt.gov\)](#)

**UNIFIED CERTIFICATION PROGRAM (UCP)
AGREEMENT AND ACCEPTANCE**

The undersigned, a duly appointed representative of the following agency:

Missoula County Airport Authority

(agency name)

agrees to and accepts the Unified Certification Program (UCP), as outlined in the Montana Department of Transportation DBE Program, and required by 49 CFR §26.81. By this agreement and acceptance, the above-named agency will ensure that:

- This agency will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR §26 on the basis of race, color, sex or national origin;
- This agency will not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin;
- Each financial assistance agreement this agency sign with a DOT operating administration (or a primary recipient) will include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contracts or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient will take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR §26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as approved for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

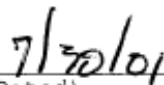
- Each contract this agency signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) will include the following assurance:

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

- And this agency will accept all DBEs certified by MDT as certified for participation in this agency's DBE Program.





(Signed)



(Dated)

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PERSONNEL DIVISION

 Displaying title 49, up to date as of 9/19/2024. Title 49 was last amended 9/18/2024. 

Title 49 –Transportation

Subtitle A –Office of the Secretary of Transportation

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⊙ PART 23—PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISE IN AIRPORT CONCESSIONS

Authority: 49 U.S.C. 47107 and 47113; 42 U.S.C. 2000d; 49 U.S.C. 322; E.O. 12138, 44 FR 29637, 3 CFR, 1979 Comp., p. 393.

Source: 70 FR 14508, Mar. 22, 2005, unless otherwise noted.

◉ Subpart A—General

◉ § 23.1 What are the objectives of this part?

This part seeks to achieve several objectives:

- (a) To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
- (b) To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
- (c) To ensure that the Department's ACDBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs;
- (e) To help remove barriers to the participation of ACDBEs in opportunities for concessions at airports receiving DOT financial assistance;
- (f) To promote the use of ACDBEs in all types of concessions activities at airports receiving DOT financial assistance;
- (g) To assist the development of firms that can compete successfully in the marketplace outside the ACDBE program; and
- (h) To provide appropriate flexibility to airports receiving DOT financial assistance in establishing and providing opportunities for ACDBEs.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24956, Apr. 9, 2024]

◉ § 23.3 What do the terms used in this part mean?

Administrator means the Administrator of the Federal Aviation Administration (FAA).

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121, except that the provisions of SBA regulations concerning affiliation in the context of joint ventures (13 CFR 121.103(h)) do not apply to this part.

- (1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
 - (i) One concern controls or has the power to control the other; or
 - (ii) A third party or parties controls or has the power to control both; or
 - (iii) An identity of interest between or among parties exists such that affiliation may be found.
- (2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the ACDBE program.

Airport Concession Disadvantaged Business Enterprise (ACDBE) means a firm seeking to operate as a concession that is a for-profit small business concern—

- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlakatla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.)

Assets has the same meaning the term has in 49 CFR part 26.

Car dealership means an establishment primarily engaged in the retail sale of new and/or used automobiles. Car dealerships frequently maintain repair departments and carry stocks of replacement parts, tires, batteries, and automotive accessories. Such establishments also frequently sell pickup trucks and vans at retail. In the standard industrial classification system, car dealerships are categorized in NAICS code 441110.

Concession means one or more of the types of for-profit businesses that serve the traveling public listed in paragraph (1) or (2) of this definition:

- (1) A business, located on an airport subject to this part, that is engaged in the sale of consumer goods or services to the traveling public under an agreement with the recipient, another concessionaire, or the owner or lessee of a terminal, if other than the recipient.
- (2) A business conducting one or more of the following covered activities, even if it does not maintain an office, store, or other business location on an airport subject to this part, as long as the activities take place on the airport: Management contracts and subcontracts, a web-based or other electronic business in a terminal or which passengers can access at the terminal, an advertising business that provides advertising displays or messages to the public on the airport, or a business that provides goods and services to concessionaires.

Example 1 to paragraph (2): A supplier of goods or a management contractor maintains its office or primary place of business off the airport. However, the supplier provides goods to a retail establishment in the airport; or the management contractor operates the parking facility on the airport. These businesses are considered concessions for purposes of this part.

- (3) For purposes of this subpart, a business is not considered to be “located on the airport” solely because it picks up and/or delivers customers under a permit, license, or other agreement. For example, providers of taxi, limousine, car rental, or hotel services are not considered to be located on the airport just because they send shuttles onto airport grounds to pick up passengers or drop them off. A business is considered to be “located on the airport,” however, if it has an on-airport facility. Such facilities include in the case of a taxi operator, a dispatcher; in the case of a limousine, a booth selling tickets to the public; in the case of a car rental company, a counter at which its services are sold to the public or a ready return facility; and in the case of a hotel operator, a hotel located anywhere on airport property.
- (4) Any business meeting the definition of concession is covered by this subpart, regardless of the name given to the agreement with the recipient, concessionaire, or airport terminal owner or lessee. A concession may be operated under various types of agreements, including but not limited to the following:
 - (i) Leases.
 - (ii) Subleases.
 - (iii) Permits.
 - (iv) Contracts or subcontracts.
 - (v) Other instruments or arrangements.
- (5) The conduct of an aeronautical activity is not considered a concession for purposes of this subpart. Aeronautical activities include scheduled and non-scheduled air carriers, air taxis, air charters, and air couriers, in their normal passenger or freight carrying capacities; fixed base operators; flight schools; recreational service providers (e.g., skydiving, parachute-jumping, flying guides); and air tour services.
- (6) Other examples of entities that do not meet the definition of a concession include flight kitchens and in-flight caterers servicing air carriers, government agencies, industrial plants, farm leases, individuals leasing hangar space, custodial and security contracts, telephone and electric service to the airport facility, holding companies, and skycap services under contract with an air carrier or airport.

Concessionaire means a firm that owns and controls a concession or a portion of a concession.

Contingent liability means a liability that depends on the occurrence of a future and uncertain event. This includes, but is not limited to, guaranty for debts owed by the applicant firm, legal claims and judgments, and provisions for Federal income tax.

Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary.

Direct ownership arrangement means a joint venture, partnership, sublease, licensee, franchise, or other arrangement in which a firm owns and controls a concession.

Good faith efforts means efforts to achieve an ACDBE goal or other requirement of this part that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to meet the program requirement.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, or registered domestic partner.

Indian Tribe means any Indian Tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the Tribe, band, nation, group, or community resides. See definition of "tribally-owned concern" in this section.

Joint venture means an association of an ACDBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the ACDBE is responsible for a distinct, clearly defined portion of the work of the contract and whose shares in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. Joint venture entities are not certified as ACDBEs.

Large hub primary airport means a commercial service airport that has a number of passenger boardings equal to at least one percent of all passenger boardings in the United States.

Liabilities mean financial or pecuniary obligations. This includes, but is not limited to, accounts payable, notes payable to bank or others, installment accounts, mortgages on real estate, and unpaid taxes.

Management contract or subcontract means an agreement with a recipient or another management contractor under which a firm directs or operates one or more business activities, the assets of which are owned, leased, or otherwise controlled by the recipient. The managing agent generally receives, as compensation, a flat fee or a percentage of the gross receipts or profit from the business activity. For purposes of this subpart, the business activity operated or directed by the managing agent must be other than an aeronautical activity, be located at an airport subject to this subpart, and be engaged in the sale of consumer goods or provision of services to the public.

Material amendment means a significant change to the basic rights or obligations of the parties to a concession agreement. Examples of material amendments include an extension to the term not provided for in the original agreement or a substantial increase in the scope of the concession privilege. Examples of nonmaterial amendments include a change in the name of the concessionaire or a change to the payment due dates.

Medium hub primary airport means a commercial service airport that has a number of passenger boardings equal to at least 0.25 percent of all passenger boardings in the United States but less than one percent of such passenger boardings.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area that now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii that is a not-for-profit organization chartered by the State of Hawaii, and is controlled by Native Hawaiians

Noncompliance means that a recipient has not correctly implemented the requirements of this part.

Nonhub primary airport means a commercial service airport that has more than 10,000 passenger boardings each year but less than 0.05 percent of all passenger boardings in the United States.

Operating Administration or OA means any of the following: Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an OA includes his or her designee(s).

Part 26 means 49 CFR part 26, DOT's Disadvantaged Business Enterprise Program regulation.

Personal net worth or PNW has the same meaning the term has in 49 CFR part 26.

Primary airport means a commercial service airport that the Secretary determines to have more than 10,000 passengers enplaned annually.

Primary industry classification means the North American Industrial Classification System (NAICS) code designation that best describes the primary business of a firm. The NAICS Manual is available through the U.S. Census Bureau of the U.S. Department of Commerce. The U.S. Census Bureau also makes materials available through its website (<https://www.census.gov/naics/>).

Principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours and where top management's business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for ACDBE program purposes.

Race-conscious means a measure or program that is focused specifically on assisting only ACDBEs, including women-owned ACDBEs. For the purposes of this part, race-conscious measures include gender-conscious measures.

Race-neutral means a measure or program that is, or can be, used to assist all small businesses, without making distinctions or classifications on the basis of race or gender.

Recipient is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

Secretary means the Secretary of Transportation or his/her designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to ACDBE firms.

Small Business Administration or SBA means the United States Small Business Administration.

Small business concern means a for profit business that does not exceed the size standards of § 23.33.

Small hub airport means a publicly owned commercial service airport that has a number of passenger boardings equal to at least 0.05 percent of all passenger boardings in the United States but less than 0.25 percent of such passenger boardings.

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a certain group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control. Socially and economically disadvantaged individuals include:

- (1) Any individual determined by a recipient to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if the certifier requires it.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of a federally or State-recognized Indian Tribe, Alaska Natives, or Native Hawaiians.
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong.
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) Women;
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Subconcession means a firm that has a sublease or other agreement with a prime concessionaire rather than with the airport itself, to operate a concession at the airport.

Sublease means a lease by a lessee (tenant) to a sublessee (subtenant). Sublease is an example of a subconcession in which the sublessee is independently responsible for the full financing and operation of the subleased concession location(s) and activities. A sublease passes on to the sublessee all requirements applicable to the concession under the primary lease, including proportionate share of the rent and capital expenditures.

Tribally-owned concern means any concern at least 51 percent owned by an Indian Tribe as defined in this section.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., "You must do XYZ" means that recipients must do XYZ).

[89 FR 24956, Apr. 9, 2024]

§ 23.5 To whom does this part apply?

If you are a recipient that has received a grant for airport development at any time after January 1988 that was authorized under Title 49 of the United States Code, this part applies to you.

§ 23.7 Program reviews.

In 2010, and thereafter at the discretion of the Secretary, the Department will initiate a review of the ACDBE program to determine what, if any, modifications should be made to this part.

[75 FR 16358, Apr. 1, 2010]

§ 23.9 What are the nondiscrimination and assurance requirements of this part for recipients?

- (a) As a recipient, you must meet the non-discrimination requirements provided in part 26, § 26.7 with respect to the award and performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by this subpart.
- (b) You must also take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts and agreements covered by this part.
- (c) You must include the following assurances in all concession agreements and management contracts you execute with any firm after April 21, 2005:
 - (1) "This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.
 - (2) "The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements."

§ 23.11 What compliance and enforcement provisions are used under this part?

The compliance and enforcement provisions of part 26 (§§ 26.101 and 26.105 through 26.109) apply to this part in the same way that they apply to FAA recipients and programs under part 26.

[70 FR 14508, Mar. 22, 2005, as amended at 72 FR 15616, Apr. 2, 2007]

§ 23.13 How does the Department issue guidance, interpretations, exemptions, and waivers pertaining to this part?

- (a) Only guidance and interpretations (including interpretations set forth in certification appeal decisions) consistent with this part 23 and issued after April 21, 2005, express the official positions and views of the Department of Transportation or the Federal Aviation Administration.

- (b) The Secretary of Transportation, Office of the Secretary of Transportation, and the FAA may issue written interpretations or written guidance concerning this part. Written interpretations and guidance are valid, and express the official positions and views of the Department of Transportation or the FAA, only if they are issued over the signature of the Secretary of Transportation or if they contain the following statement:

The General Counsel of the Department of Transportation has reviewed this document and approved it as consistent with the language and intent of 49 CFR part 23.

- (c) You may apply for an exemption from any provision of this part. To apply, you must request the exemption in writing from the Office of the Secretary of Transportation or the FAA. The Secretary will grant the request only if it documents special or exceptional circumstances, not likely to be generally applicable, and not contemplated in connection with the rulemaking that established this part, that make your compliance with a specific provision of this part impractical. You must agree to take any steps that the Department specifies to comply with the intent of the provision from which an exemption is granted. The Secretary will issue a written response to all exemption requests.

- (d) You can apply for a waiver of any provision of subpart B or D of this part including, but not limited to, any provisions regarding administrative requirements, overall goals, contract goals or good faith efforts. Program waivers authorize you to operate an ACDBE program that achieves the objectives of this part by means that may differ from one or more of the requirements of subpart B or D of this part. To receive a program waiver, you must follow these procedures:

- (1) You must apply through the FAA. The application must include a specific program proposal and address how you will meet the criteria of paragraph (d)(2) of this section. Before submitting your application, you must have had public participation in developing your proposal, including consultation with the ACDBE community and at least one public hearing. Your application must include a summary of the public participation process and the information gathered through it.

- (2) Your application must show that—

- (i) There is a reasonable basis to conclude that you could achieve a level of ACDBE participation consistent with the objectives of this part using different or innovative means other than those that are provided in subpart B or D of this part;
- (ii) Conditions at your airport are appropriate for implementing the proposal;
- (iii) Your proposal would prevent discrimination against any individual or group in access to concession opportunities or other benefits of the program; and
- (iv) Your proposal is consistent with applicable law and FAA program requirements.

- (3) The FAA Administrator has the authority to approve your application. If the Administrator grants your application, you may administer your ACDBE program as provided in your proposal, subject to the following conditions:

- (i) ACDBE eligibility is determined as provided in subpart C of this part, and ACDBE participation is counted as provided in §§ 23.53 through 23.55.
- (ii) Your level of ACDBE participation continues to be consistent with the objectives of this part;
- (iii) There is a reasonable limitation on the duration of the your modified program; and
- (iv) Any other conditions the Administrator makes on the grant of the waiver.

- (4) The Administrator may end a program waiver at any time and require you to comply with this part's provisions. The Administrator may also extend the waiver, if he or she determines that all requirements of this section continue to be met. Any such extension shall be for no longer than period originally set for the duration of the program waiver.

[70 FR 14508, Mar. 22, 2005, as amended at 72 FR 15616, Apr. 2, 2007; 89 FR 24958, Apr. 9, 2024]

⦿ Subpart B—ACDBE Programs

⦿ § 23.21 Who must submit an ACDBE program to FAA, and when?

- (a) If you are a primary airport and receive FAA financial assistance, you must submit an ACDBE program plan meeting the requirements of this part to the FAA for approval.

- (1) The recipient must submit this program plan on the same schedule as provided for in 23.45(a) of this part.

- (2) Timely submission and FAA approval of a recipient's ACDBE program plan is a condition of eligibility for FAA financial assistance.
- (b) If you are a primary airport that does not have an ACDBE program, and you apply for a grant of FAA funds for airport planning and development under 49 U.S.C. 47107 *et seq.*, you must submit an ACDBE program plan to the FAA at the time of your application. Timely submission and FAA approval of your ACDBE program are conditions of eligibility for FAA financial assistance.
- (c) If you are the owner of more than one airport that is required to have an ACDBE program, you may implement one plan for all your locations. However, you must establish a separate ACDBE goal for each airport.
- (d) If a recipient makes any significant changes to their ACDBE program at any time, the recipient must provide the amended program to the FAA for approval before implementing the changes.
- (e) If a recipient is a non-primary airport, non-commercial service airport, a general aviation airport, reliever airport, or any other airport that does not have scheduled commercial service, it is not required to have an ACDBE program. However, the recipient must take appropriate outreach steps to encourage available ACDBEs to participate as concessionaires whenever there is a concession opportunity.

[89 FR 24958, Apr. 9, 2024]

⦿ **§ 23.23 What administrative provisions must be in a recipient's ACDBE program?**

- (a) If, as a recipient that must have an ACDBE program, the program must include provisions for a policy statement, liaison officer, and directory, as provided in part 26, §§ 26.23, 26.25, and 26.31, as well as certification of ACDBEs as provided by Subpart C of this part. You must include a statement in your program committing you to operating your ACDBE program in a nondiscriminatory manner.
- (b) You may combine your provisions for implementing these requirements under this part and part 26 (e.g., a single policy statement can cover both Federally-assisted airport contracts and concessions; the same individual can act as the liaison officer for both part 23 and part 26 matters).
- (c) You must thoroughly investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in their community and make reasonable efforts to use these institutions. You must also encourage prime concessionaires to use such institutions.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24959, Apr. 9, 2024]

⦿ **§ 23.25 What measures must recipients include in their ACDBE programs to ensure nondiscriminatory participation of ACDBEs in concessions?**

- (a) You must include in your ACDBE program a narrative description of the types of measures you intend to make to ensure nondiscriminatory participation of ACDBEs in concession and other covered activities.
- (b) Your ACDBE program must provide for setting goals consistent with the requirements of Subpart D of this part.
- (c) Your ACDBE program must provide for seeking ACDBE participation in all types of concession activities, rather than concentrating participation in one category or a few categories to the exclusion of others.
- (d) Your ACDBE program must include race-neutral measures that you will take. You must maximize the use of race-neutral measures, obtaining as much as possible of the ACDBE participation needed to meet overall goals through such measures. These are responsibilities that you directly undertake as a recipient, in addition to the efforts that concessionaires make, to obtain ACDBE participation. The following are examples of race-neutral measures you can implement:
 - (1) Locating and identifying ACDBEs and other small businesses who may be interested in participating as concessionaires under this part;
 - (2) Notifying ACDBEs of concession opportunities and encouraging them to compete, when appropriate;
 - (3) When practical, structuring concession activities to encourage and facilitate the participation of ACDBEs;
 - (4) Providing technical assistance to ACDBEs in overcoming limitations, such as inability to obtain bonding or financing;
 - (5) Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the recipient's ACDBE program will affect the procurement process;

- (6) Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation; and
 - (7) Establishing a business development program (see § 26.35 of this chapter); technical assistance program; or taking other steps to foster ACDBE participation in concessions.
- (e) Your ACDBE program must also provide for the use of race-conscious measures when race-neutral measures, standing alone, are not projected to be sufficient to meet an overall goal. The following are examples of race-conscious measures you can implement:
- (1) Establishing concession-specific goals for particular concession opportunities.
 - (i) In setting concession-specific goals for concession opportunities other than car rental, you are required to explore, to the maximum extent practicable, all available options to set goals that concessionaires can meet through direct ownership arrangements. A concession-specific goal for any concession other than car rental may be based on purchases or leases of goods and services only when the analysis of the relative availability of ACDBEs and all relevant evidence reasonably supports that there is *de minimis* availability for direct ownership arrangement participation for that concession opportunity.
 - (ii) In setting car rental concession-specific goals, you cannot require a car rental company to change its corporate structure to provide for participation via direct ownership arrangement. When your overall goal for car rental concessions is based on purchases or leases of goods and services, you are not required to explore options for direct ownership arrangements prior to setting a car rental concession-specific goal based on purchases or leases of goods and services.
 - (iii) If the objective of the concession-specific goal is to obtain ACDBE participation through a direct ownership arrangement with an ACDBE, calculate the goal as a percentage of the total estimated annual gross receipts from the concession.
 - (iv) If the goal applies to purchases or leases of goods and services from ACDBEs, calculate the goal as a percentage of the total estimated dollar value of all purchases to be made by the concessionaire.
 - (v) To be eligible to be awarded the concession, competitors must make good faith efforts to meet this goal. A competitor may do so either by obtaining enough ACDBE participation to meet the goal or by documenting that it made sufficient good faith efforts to do so.
 - (vi) The administrative procedures applicable to contract goals in §§ 26.51 through 26.53 of this chapter apply with respect to concession-specific goals.
 - (2) Negotiation with a potential concessionaire to include ACDBE participation, through direct ownership arrangements or measures, in the operation of the non-car rental concession.
 - (3) With the prior approval of FAA, other methods that take a competitor's ability to provide ACDBE participation into account in awarding a concession.
- (f) Your ACDBE program must require businesses subject to car rental and non-car rental ACDBE goals at the airport to make good faith efforts to meet goals when set pursuant to paragraph (e) of this section.
- (g) As provided in § 23.61 of this part, you must not use set-asides and quotas as means of obtaining ACDBE participation.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24959, Apr. 9, 2024]

◉ § 23.26 Fostering small business participation.

- (a) Your ACDBE program must include an element to provide for the structuring of concession opportunities to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of concession opportunities that may preclude small business participation in solicitations.
- (b) This element must be submitted to the FAA for approval as a part of your ACDBE program no later than October 7, 2024. As part of this program element you may include, but are not limited to including, the following strategies:
 - (1) Establish a race-neutral small business set-aside for certain concession opportunities. Such a strategy would include the rationale for selecting small business set-aside concession opportunities which may include consideration of size and availability of small businesses to operate the concession.

- (2) Consider the concession opportunities available through all concession models.
- (3) On concession opportunities that do not include ACDBE contract goals, require all concession models to provide subleasing opportunities of a size that small businesses, including ACDBEs, can reasonably operate.
- (4) Identify alternative concession contracting approaches to facilitate the ability of small businesses, including ACDBEs, to compete for and obtain direct leasing opportunities.
- (c) This element should include an objective, definition of small business, verification process, monitoring plan, and implementation timeline.
- (d) Your element must include the following assurances:
 - (1) Your element is authorized under State law;
 - (2) Certified ACDBEs that meet the size criteria established under your element are presumptively eligible to participate in your element;
 - (3) There are no geographic preferences or limitations imposed on any concession opportunities included in your element;
 - (4) There are no limits on the number of concession opportunities awarded to firms participating in your element but that every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses;
 - (5) You will take aggressive steps to encourage those minority and women owned firms that are eligible for ACDBE certification to become certified; and
 - (6) Your element is open to small businesses regardless of their location (*i.e.*, that there is no local or other geographic preference).
- (e) A State, local, or other program, in which eligibility requires satisfaction of race/gender or other criteria in addition to business size, may not be used to comply with the requirements of this part.
- (f) This element must not include local geographic preferences per § 23.79.
- (g) You must submit an annual report on small business participation obtained through the use of your small business element. This report must be submitted in a format acceptable to the FAA based on a schedule established and posted to the agency's website, available at https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program.
- (h) You must actively implement your program elements to foster small business participation. Doing so is a requirement of good faith implementation of your ACDBE program.

[89 FR 24959, Apr. 9, 2024]

⦿ **§ 23.27 What information does a recipient have to retain and report about implementation of its ACDBE program?**

- (a) As a recipient, you must retain sufficient basic information about your program implementation, your certification of ACDBEs, and the award and performance of agreements and contracts to enable the FAA to determine your compliance with this part. You must retain this data for a minimum of three years following the end of the concession agreement or other covered contract.
- (b) You must submit an annual report on ACDBE participation to the FAA by March 1 following the end of each fiscal year. This report must be submitted in the format acceptable to the FAA and contain all of the information described in the Uniform Report of ACDBE Participation.
- (c) You must create and maintain active participants list information as described in paragraph (c)(2) of this section and enter it into a system designated by the FAA.
 - (1) The purpose of this active participants list is to ensure that you have the most accurate data possible about the universe of ACDBE and non-ACDBEs who seek work in your airport concessions program as a tool to help you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 23.1 are being achieved.
 - (2) You must obtain the following active participants list information about ACDBE and non-ACDBEs who seek to work on each of your concession opportunities.
 - (i) Firm name;

- (ii) Firm address including ZIP code;
 - (iii) Firm status as an ACDBE or non-ACDBE;
 - (iv) Race and gender information for the firm's majority owner;
 - (v) NAICS code applicable to the concession contract in which the firm is seeking to perform;
 - (vi) Age of the firm; and
 - (vii) The annual gross receipts of the firm. You may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (e.g., less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.
- (3) You must collect the data from all active participants for your concession opportunities by requiring the information in paragraph (c)(2) of this section to be submitted with their proposals or initial responses to negotiated procurements. You must enter this data in FAA's designated system no later than March 1 following the fiscal year in which the relevant concession opportunity was awarded.
- (d) The State department of transportation in each Unified Certification Program (UCP) established pursuant to § 26.81 of this chapter must report to DOT's Departmental Office of Civil Rights each year, the following information:
- (1) The number and percentage of in-state and out-of-state ACDBE certifications for socially and economically disadvantaged by gender and ethnicity (Black American, Asian-Pacific American, Native American, Hispanic American, Subcontinent-Asian Americans, and non-minority);
 - (2) The number of ACDBE certification applications received from in-state and out-of-state firms and the number found eligible and ineligible;
 - (3) The number of decertified firms:
 - (i) Total in-state and out-of-state firms decertified;
 - (ii) Names of in-state and out-of-state firms decertified because SEDO exceeded the personal net worth cap;
 - (iii) Names of in-state and out-of-state firms decertified for excess gross receipts beyond the relevant size standard.
 - (4) Number of in-state and out-of-state ACDBEs summarily suspended;
 - (5) Number of in-state and out-of-state ACDBE applications received for an individualized determination of social and economic disadvantage status; and
 - (6) Number of in-state and out-of-state ACDBEs whose owner(s) made an individualized showing of social and economic disadvantaged status.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24960, Apr. 9, 2024]

⦿ § 23.29 What monitoring and compliance procedures must recipients follow?

As a recipient, you must implement appropriate mechanisms to ensure compliance with the requirements of this part by all participants in the program. You must include in your concession program the specific provisions to be inserted into concession agreements and management contracts setting forth the enforcement mechanisms and other means you use to ensure compliance. These provisions must include a monitoring and enforcement mechanism to verify that the work committed to ACDBEs is actually performed by the ACDBEs. This mechanism must include a written certification that you have reviewed records of all contracts, leases, joint venture agreements, or other concession-related agreements and monitored the work on-site at your airport for this purpose. The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of concession performance for other purposes.

[77 FR 36931, June 20, 2012]

⦿ Subpart C—Certification and Eligibility of ACDBEs

⦿ § 23.31 What certification standards and procedures do recipients use to certify ACDBEs?

- (a) As a recipient, you must use, except as provided in this subpart, the procedures and standards of part 26, §§ 26.61-91 for certification of ACDBEs to participate in your concessions program. Your ACDBE program must incorporate the use of these standards and procedures and must provide that certification decisions for ACDBEs will be made by the Unified

Certification Program (UCP) in your state (see part 26, § 26.81).

- (b) The UCP's directory of eligible DBEs must specify whether a firm is certified as a DBE for purposes of part 26, an ACDBE for purposes of part 23, or both.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24960, Apr. 9, 2024]

⊙ **§ 23.33 What size standards do recipients use to determine the eligibility of applicants and ACDBEs?**

- (a) Except as provided in paragraph (b) of this section, recipients must treat a firm as a small business eligible to be certified as an ACDBE if the gross receipts of the applicant firm and its affiliates, calculated in accordance with 13 CFR 121.104 averaged over the firm's previous five fiscal years, do not exceed \$56.42 million.
- (b) The following types of businesses have size standards that differ from the standard set forth in paragraph (a) of this section:
 - (1) **Banks and financial institutions.** \$1 billion in assets;
 - (2) **Passenger car rental companies.** \$75.23 million average annual gross receipts over the firm's previous five fiscal years;
 - (3) **Pay telephones.** 1,500 employees; and
 - (4) **New car dealers.** 350 employees.
- (c) For size purposes, gross receipts (as defined in 13 CFR 121.104(a)), of affiliates should be included in a manner consistent with 13 CFR 121.104(d), except in the context of joint ventures. For gross receipts attributable to joint venture partners, a firm must include in its gross receipts its proportionate share of joint venture receipts, unless the proportionate share already is accounted for in receipts reflecting transactions between the firm and its joint ventures (e.g., subcontracts from a joint venture entity to joint venture partners).

[89 FR 24960, Apr. 9, 2024]

⊙ **§ 23.35 What role do business development and mentor-protégé programs have in the DBE program?**

- (a) An owner whose PNW exceeds \$2,047,000 is not presumed economically disadvantaged.
- (b) The Department will adjust the PNW cap by May 9, 2027 by multiplying \$1,600,000 by the growth in total household net worth since 2019 as described by "Financial Accounts of the United States: Balance Sheet of Households (Supplementary Table B.101.h)" produced by the Board of Governors of the Federal Reserve (<https://www.federalreserve.gov/releases/z1/>), and normalized by the total number of households as collected by the Census in "Families and Living Arrangements" (<https://www.census.gov/topics/families/families-and-households.html>) to account for population growth. The Department will adjust the PNW cap every 3 years on the anniversary of the adjustment date described in this section. The Department will post the adjustments on the Departmental Office of Civil Rights' web page, available at <https://www.Transportation.gov/DBEPNW>. Each such adjustment will become the currently applicable PNW limit for purposes of this regulation.
- (c) The Department will use formula 1 to this paragraph (c) to adjust the PNW limit:

Formula 1 to Paragraph (c)

$$\begin{array}{l} \text{Future Year PNW Cap} \\ = [\$1,600,000] * \end{array} \left| \begin{array}{l} \text{Q1-Q4 Average Household Net Worth of Future Year / Total Households of Future} \\ \text{Year} \\ \text{Q1-Q4 Average Household Net worth of 2019 } (\$106,722,704 \text{ million} / \text{Total} \\ \text{Households of 2019 (128,579)} \end{array} \right.$$

[89 FR 55088, July 3, 2024]

⊙ **§ 23.37 Are firms certified under 49 CFR part 26 eligible to participate as ACDBEs?**

- (a) You must presume that a firm that is certified as a DBE under part 26 is eligible to participate as an ACDBE. By meeting the size, disadvantage (including personal net worth), ownership and control standards of part 26, the firm will have also met the eligibility standards for part 23.
- (b) However, before certifying such a firm, you must ensure that the disadvantaged owners of a DBE certified under part 26 are able to control the firm with respect to its activity in the concessions program. In addition, you are not required to certify a part 26 DBE as a part 23 ACDBE if the firm does not perform work or provide services relevant to the airport's concessions program.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24961, Apr. 9, 2024]

§ 23.39 What are other ACDBE certification requirements?

- (a) The provisions of § 26.83(c)(1) of this chapter do not apply to certifications for purposes of this part. Instead, in determining whether a firm is an eligible ACDBE, you must take the following steps:
 - (1) Visit the firm's principal place of business, virtually or in person, and interview the SEDO, officers, and key personnel. You must review those persons' résumés and/or work histories. You must maintain a complete audio recording of the interviews. The certifier must also visit one or more active job sites (if there is one). These activities comprise the "on-site review" (OSR), a written report of which the certifier must keep in its files.
 - (2) Analyze documentation related to the legal structure, ownership, and control of the applicant firm. This includes, but is not limited to, articles of incorporation/organization; corporate by-laws or operating agreements; organizational, annual and board/member meeting records; stock ledgers and certificates; and State-issued certificates of good standing;
 - (3) Analyze the bonding and financial capacity of the firm; lease and loan agreements; and bank account signature cards;
 - (4) Determine the work history of the firm, including any concession contracts or other contracts it may have received; and payroll records;
 - (5) Obtain or compile a list of the licenses of the firm and its key personnel to perform the concession contracts or other contracts it wishes to receive;
 - (6) Obtain a statement from the firm of the type(s) of concession(s) it prefers to operate or the type(s) of other contract(s) it prefers to perform;
 - (7) Obtain complete Federal income tax returns (or requests for extensions) filed by the firm, its affiliates, and the socially and economically disadvantaged owners for the last 5 years. A complete return includes all forms, schedules, and statements filed with the Internal Revenue Service; and
 - (8) Require applicants for ACDBE certification to complete and submit an appropriate application form, except as otherwise provided in § 26.85 of this chapter.
- (b) In reviewing the Declaration of Eligibility required by § 26.83(j) of this chapter, you must ensure that the ACDBE applicant provides documentation that it meets the applicable size standard in § 23.33.
- (c) For purposes of this part, the term *prime contractor* in § 26.87(j) of this chapter includes a firm holding a contract with an airport concessionaire to provide goods or services to the concessionaire or a firm holding a prime concession agreement with a recipient.
- (d) With respect to firms owned by Alaska Native Corporations (ANCs), the provisions of § 26.63(c)(2) of this chapter do not apply. The eligibility of ANC-owned firms for purposes of this part is governed by § 26.63(c)(1) of this chapter.
- (e) You must use the Uniform Certification Application found in part 26 of this chapter without change. However, you may provide in your ACDBE program, with the written approval of the concerned Operating Administration, for supplementing the form by requesting specified additional information consistent with this part. The applicant must state that it is applying for certification as an ACDBE and complete all of section 5.
- (f) Car rental companies and private terminal owners or lessees are not authorized to certify firms as ACDBEs. As a car rental company or private terminal owner or lessee, you must obtain ACDBE participation from firms which a recipient or UCPs have certified as ACDBEs.

[89 FR 24961, Apr. 9, 2024]

⦿ **Subpart D—Goals, Good Faith Efforts, and Counting**

⦿ **§ 23.41 What is the basic overall goal requirement for recipients?**

- (a) If you are a recipient who must implement an ACDBE program, you must, except as provided in paragraph (b) of this section, establish two separate overall ACDBE goals. The first is for car rentals; the second is for concessions other than car rentals.
- (b) If your annual car rental concession revenues, averaged over the three-years preceding the date on which you are required to submit overall goals, do not exceed \$200,000, you are not required to submit a car rental overall goal. If your annual revenues for concessions other than car rentals, averaged over the three years preceding the date on which you are required to submit overall goals, do not exceed \$200,000, you are not required to submit a non-car rental overall goal.
- (c) Each overall goal must cover a three-year period. You must review your goals annually to make sure they continue to fit your circumstances appropriately. You must report to the FAA any significant adjustments that you make to your goal in the time before your next scheduled submission.
- (d) Your goals established under this part must provide for participation by all certified ACDBEs and may not be subdivided into group-specific goals.
- (e) If you fail to establish and implement goals as provided in this section, you are not in compliance with this part. If you establish and implement goals in a way different from that provided in this part, you are not in compliance with this part. If you fail to comply with this requirement, you are not eligible to receive FAA financial assistance.

⦿ **§ 23.43 What are the consultation requirements in the development of recipients' overall goals?**

- (a) As a recipient, you must consult with stakeholders before submitting your overall goals to FAA.
- (b) Stakeholders with whom you must consult include, but are not limited to, minority and women's business groups, community organizations, trade associations representing concessionaires currently located at the airport, as well as existing concessionaires themselves, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the recipient's efforts to increase participation of ACDBEs.
- (c) The requirements of this section do not apply if no new concession opportunities will become available during the goal period. However, recipients must take appropriate outreach steps to encourage available ACDBEs to participate as concessionaires whenever there is a concession opportunity.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24961, Apr. 9, 2024]

⦿ **§ 23.45 What are the requirements for submitting overall goal information to the FAA?**

- (a) You must submit your overall goals to the appropriate FAA Regional Civil Rights Office for approval. Your overall goals meeting the requirements of this subpart are due based on a schedule established by the FAA and posted on the FAA's website.
- (b) You must then submit goals every three years based on the published schedule.
- (c) Timely submission and FAA approval of your overall goals is a condition of eligibility for FAA financial assistance.
- (d) In the time before you make your first submission under paragraph (a) of this section, you must continue to use the overall goals that have been approved by the FAA before the effective date of this part.
- (e) Your overall goal submission must include a description of the method used to calculate your goals and the data you relied on. You must "show your work" to enable the FAA to understand how you concluded your goals were appropriate. This means that you must provide to the FAA the data, calculations, assumptions, and reasoning used in establishing your goals.
- (f) Your submission must include your projection of the portions of your overall goals you propose to meet through use of race-neutral and race-conscious means, respectively, and the basis for making this projection (see § 23.51(d)(5))
- (g) FAA may approve or disapprove the way you calculated your goal, including your race-neutral/race-conscious "split," as part of its review of your plan or goal submission. Except as provided in paragraph (h) of this section, the FAA does not approve or disapprove the goal itself (*i.e.*, the number).

- (h) If the FAA determines that your goals have not been correctly calculated or the justification is inadequate, the FAA may, after consulting with you, adjust your overall goal or race-conscious/race-neutral “split.” The adjusted goal represents the FAA’s determination of an appropriate overall goal for ACDBE participation in the recipient’s concession program, based on relevant data and analysis. The adjusted goal is binding.
- (i) If a new concession opportunity, the estimated average annual gross revenues of which are anticipated to be \$200,000 or greater, arises at a time that falls between normal submission dates for overall goals, you must submit an appropriate adjustment to your overall goal to the FAA for approval no later than 90 days before issuing the solicitation for the new concession opportunity.

[70 FR 14508, Mar. 22, 2005, as amended at 77 FR 36931, June 20, 2012; 89 FR 24962, Apr. 9, 2024]

⦿ **§ 23.47 What is the base for a recipient's goal for concessions other than car rentals?**

- (a) As a recipient, the base for your goal includes the total gross receipts of concessions, except as otherwise provided in this section.
- (b) This base does not include the gross receipts of car rental operations.
- (c) The dollar amount of a management contract or subcontract with a non-ACDBE and the gross receipts of business activities to which a management or subcontract with a non-ACDBE pertains are not added to this base.
- (d) This base does not include any portion of a firm’s estimated gross receipts that will not be generated from a concession.

Example to paragraph (d): A firm operates a restaurant in the airport terminal which serves the traveling public and under the same lease agreement, provides in-flight catering service to air carriers. The projected gross receipts from the restaurant are included in the overall goal calculation, while the gross receipts to be earned by the in-flight catering services are not.

⦿ **§ 23.49 What is the base for a recipient's goal for car rentals?**

Except in the case where you use the alternative goal approach of § 23.51(c)(5)(ii), the base for your goal is the total gross receipts of car rental operations at your airport. You do not include gross receipts of other concessions in this base.

⦿ **§ 23.51 How are a recipient's overall goals expressed and calculated?**

- (a) Your objective in setting a goal is to estimate the percentage of the base calculated under §§ 23.47-23.49 that would be performed by ACDBEs in the absence of discrimination and its effects.
 - (1) This percentage is the estimated ACDBE participation that would occur if there were a “level playing field” for firms to work as concessionaires for your airport.
 - (2) In conducting this goal setting process, you are determining the extent, if any, to which the firms in your market area have suffered discrimination or its effects in connection with concession opportunities or related business opportunities.
 - (3) You must complete the goal-setting process separately for each of the two overall goals identified in § 23.41 of this part.
- (b)
 - (1) Each overall concessions goal must be based on demonstrable evidence of the availability of ready, willing and able ACDBEs relative to all businesses ready, willing and able to participate in your ACDBE program (hereafter, the “relative availability of ACDBEs”).
 - (2) You cannot simply rely on the 10 percent national aspirational goal, your previous overall goal, or past ACDBE participation rates in your program without reference to the relative availability of ACDBEs in your market.
 - (3) Your market area is defined by the geographical area in which the substantial majority of firms which seek to do concessions business with the airport are located and the geographical area in which the firms which receive the substantial majority of concessions-related revenues are located. Your market area may be different for different types of concessions.

- (c) **Step 1.** You must begin your goal setting process by determining a base figure for the relative availability of ACDBEs. The following are examples of approaches that you may take toward determining a base figure. These examples are provided as a starting point for your goal setting process. Any percentage figure derived from one of these examples should be considered a basis from which you begin when examining the evidence available to you. These examples are not intended as an exhaustive list. Other methods or combinations of methods to determine a base figure may be used, subject to approval by the FAA.
- (1) **Use DBE Directories and Census Bureau Data.** Determine the number of ready, willing and able ACDBEs in your market area from your ACDBE directory. Using the Census Bureau's County Business Pattern (CBP) data base, determine the number of all ready, willing and able businesses available in your market area that perform work in the same NAICS codes. (Information about the CBP data base may be obtained from the Census Bureau at their Web site, <https://www.census.gov/programs-surveys/cbp.html>.) Divide the number of ACDBEs by the number of all businesses to derive a base figure for the relative availability of ACDBEs in your market area.
 - (2) **Use an Active Participants List.** Determine the number of ACDBEs that have participated or attempted to participate in your airport concessions program in previous years. Determine the number of all businesses that have participated or attempted to participate in your airport concession program in previous years. Divide the number of ACDBEs who have participated or attempted to participate by the number for all businesses to derive a base figure for the relative availability of ACDBEs in your market area.
 - (3) **Use data from a disparity study.** Use a percentage figure derived from data in a valid, applicable disparity study.
 - (4) **Use the goal of another recipient.** If another airport or other DOT recipient in the same, or substantially similar, market has set an overall goal in compliance with this rule, you may use that goal as a base figure for your goal.
 - (5) **Alternative methods.**
 - (i) You may use other methods to determine a base figure for your overall goal. Any methodology you choose must be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of ACDBEs in your market area.
 - (ii) In the case of a car rental goal, where it appears that all or most of the goal is likely to be met through the purchases by car rental companies of vehicles or other goods or services from ACDBEs, one permissible alternative is to structure the goal entirely in terms of purchases of goods and services. In this case, you would calculate your car rental overall goal by dividing the estimated dollar value of such purchases from ACDBEs by the total estimated dollar value of all purchases to be made by car rental companies.
- (d) **Step 2.** Once you have calculated a base figure, you must examine all relevant evidence reasonably available in your jurisdiction to determine what adjustment, if any, is needed to the base figure in order to arrive at your overall goal.
- (1) There are many types of evidence that must be considered when adjusting the base figure. These include, but are not limited to:
 - (i) The current capacity of ACDBEs to perform work in your concessions program, as measured by the volume of work ACDBEs have performed in recent years; and
 - (ii) Evidence from disparity studies conducted anywhere within your jurisdiction, to the extent it is not already accounted for in your base figure.
 - (2) If your base figure is the goal of another recipient, you must adjust it for differences in your market area and your concessions program.
 - (3) If available, you must consider evidence from related fields that affect the opportunities for ACDBEs to form, grow and compete. These include, but are not limited to:
 - (i) Statistical disparities in the ability of ACDBEs to get the financing, bonding and insurance required to participate in your program;
 - (ii) Data on employment, self-employment, education, training and union apprenticeship programs, to the extent you can relate it to the opportunities for ACDBEs to perform in your program.
 - (4) If you attempt to make an adjustment to your base figure to account for the continuing effects of past discrimination, or the effects of an ongoing ACDBE program, the adjustment must be based on demonstrable evidence that is logically and directly related to the effect for which the adjustment is sought.

- (5) Among the information you submit with your overall goal (see 23.45(e)), you must include description of the methodology you used to establish the goal, including your base figure and the evidence with which it was calculated, as well as the adjustments you made to the base figure and the evidence relied on for the adjustments. You should also include a summary listing of the relevant available evidence in your jurisdiction and an explanation of how you used that evidence to adjust your base figure. You must also include your projection of the portions of the overall goal you expect to meet through race-neutral and race-conscious measures, respectively (see §§ 26.51(c)).
- (e) You are not required to obtain prior FAA concurrence with your overall goal (*i.e.*, with the number itself). However, if the FAA's review suggests that your overall goal has not been correctly calculated, or that your method for calculating goals is inadequate, the FAA may, after consulting with you, adjust your overall goal or require that you do so. The adjusted overall goal is binding on you.
- (f) If you need additional time to collect data or take other steps to develop an approach to setting overall goals, you may request the approval of the FAA Administrator for an interim goal and/or goal-setting mechanism. Such a mechanism must:
 - (1) Reflect the relative availability of ACDBEs in your local market area to the maximum extent feasible given the data available to you; and
 - (2) Avoid imposing undue burdens on non-ACDBEs.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24962, Apr. 9, 2024]

⦿ § 23.53 How do car rental companies count ACDBE participation toward their goals?

- (a) As a car rental company, you may, in meeting the goal the airport has set for you, include purchases or leases of vehicles from any vendor that is a certified ACDBE.
- (b) As a car rental company, if you choose to meet the goal the airport has set for you by including purchases or leases of vehicles from an ACDBE vendor, you must also submit to the recipient documentation of the good faith efforts you have made to obtain ACDBE participation from other ACDBE providers of goods and services.
- (c) While this part does not require you to obtain ACDBE participation through direct ownership arrangements, you may count such participation toward the goal the airport has set for you.
- (d) The following special rules apply to counting participation related to car rental operations:
 - (1) Count the entire amount of the cost charged by an ACDBE for repairing vehicles, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (2) Count the entire amount of the fee or commission charged by an ACDBE to manage a car rental concession under an agreement with the concessionaire toward ACDBE goals, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) Do not count any portion of a fee paid by a manufacturer to a car dealership for reimbursement of work performed under the manufacturer's warranty.
- (e) For other goods and services, count participation toward ACDBE goals as provided in part 26, § 26.55 and § 23.55 of this part. In the event of any conflict between these two sections, § 23.55 controls.
- (f) If you have a national or regional contract, count a pro-rated share of the amount of that contract toward the goals of each airport covered by the contract. Use the proportion of your applicable gross receipts as the basis for making this pro-rated assignment of ACDBE participation.

Example to paragraph (f): Car Rental Company X signs a regional contract with an ACDBE car dealer to supply cars to all five airports in a state. The five airports each account for 20 percent of X's gross receipts in the state. Twenty percent of the value of the cars purchased through the ACDBE car dealer would count toward the goal of each airport.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24962, Apr. 9, 2024]

⦿ § 23.55 How do recipients count ACDBE participation toward goals for items other than car rentals?

- (a) You count only ACDBE participation that results from a commercially useful function. For purposes of this part, the term commercially useful function has the same meaning as in part 26, § 26.55(c), except that the requirements of § 26.55(c)(3) do not apply to concessions.

- (b) Count the total dollar value of gross receipts an ACDBE earns under a concession agreement and the total dollar value of a management contract or subcontract with an ACDBE toward the goal. However, if the ACDBE enters into a subconcession agreement or subcontract with a non-ACDBE, do not count any of the gross receipts earned by the non-ACDBE.
- (c) When an ACDBE performs as a subconcessionaire or subcontractor for a non-ACDBE, count only the portion of the gross receipts earned by the ACDBE under its subagreement.
- (d) When an ACDBE performs as a participant in a joint venture, count a portion of the gross receipts equal to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces toward ACDBE goals.
- (e) Count 100 percent of fees or commissions charged by an ACDBE firm for a bona fide service, provided that, as the recipient, you determine this amount to be reasonable and not excessive as compared with fees customarily allowed for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.
- (f) Count 100 percent of the cost of goods obtained from an ACDBE manufacturer. For purposes of this part, the term manufacturer has the same meaning as in part 26, § 26.55(e)(1)(ii).
- (g) Count 100 percent of the cost of goods purchased or leased from an ACDBE regular dealer. For purposes of this part, the term "regular dealer" has the same meaning as in part 26, § 26.55(e)(2)(ii).
- (h) Count credit toward ACDBE goals for goods purchased from an ACDBE which is neither a manufacturer nor a regular dealer as follows:
 - (1) Count 100 percent of fees or commissions charged for assistance in the procurement of the goods, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the goods themselves.
 - (2) Count 100 percent of fees or transportation charges for the delivery of goods required for a concession, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of goods themselves.
- (i) If a firm has not been certified as an ACDBE in accordance with the standards in this part, do not count the firm's participation toward ACDBE goals.
- (j) When an ACDBE is decertified because one or more of its disadvantaged owners exceed the PNW cap or the firm exceeds the business size standards of this part during the performance of a contract or other agreement, the firm's participation may continue to be counted toward ACDBE goals for the remainder of the term of the contract or other agreement. However, you must verify that the firm in all other respects remains an eligible ACDBE and you must not count the concessionaire's participation toward ACDBE goals beyond the termination date for the concession agreement in effect at the time of the decertification (e.g., in a case where the agreement is renewed or extended, or an option for continued participation beyond the current term of the agreement is exercised).
 - (1) The firm must inform the recipient in writing of any change in circumstances affecting its ability to meet ownership or control requirements of subpart C of this part or any material change. Reporting must be made as provided in § 26.83(i) of this chapter.
 - (2) The firm must provide to the recipient, annually on December 1, a Declaration of Eligibility, affirming that there have been no changes in the firm's circumstances affecting its ability to meet ownership or control requirements of subpart C of this part or any other material changes, other than changes regarding the firm's business size or the owner's personal net worth.
- (k) Do not count costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the "build-out").
- (l) Do not count the ACDBE participation of car rental companies toward your ACDBE achievements toward this goal.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24962, Apr. 9, 2024]

⦿ **§ 23.57 What happens if a recipient falls short of meeting its overall goals?**

- (a) You cannot be penalized, or treated by the Department as being in noncompliance with this part, simply because your ACDBE participation falls short of your overall goals. You can be penalized or treated as being in noncompliance only if you have failed to administer your ACDBE program in good faith.

- (b) If the awards and commitments shown on your Uniform Report of ACDBE Participation (found in Appendix A to this Part) at the end of any fiscal year are less than the overall goal applicable to that fiscal year, you must do the following in order to be regarded by the Department as implementing your ACDBE program in good faith:
 - (1) Analyze in detail the reasons for the difference between the overall goal and your awards and commitments in that fiscal year;
 - (2) Establish specific steps and milestones to correct the problems you have identified in your analysis and to enable you to meet fully your goal for the new fiscal year;
 - (3)
 - (i) If you are a CORE 30 airport or other airport designated by the FAA, you must submit, by April 1, the analysis and corrective actions developed under paragraphs (b)(1) and (2) of this section to the FAA for approval.
 - (ii) As an airport not meeting the criteria of paragraph (b)(3)(i) of this section, you must retain analysis and corrective actions in your records for three years and make it available to the FAA, on request, for their review.
 - (4) The FAA may impose conditions on the recipient as part of its approval of the recipient's analysis and corrective actions including, but not limited to, modifications to your overall goal methodology, changes in your race-conscious/race-neutral split, or the introduction of additional race-neutral or race-conscious measures.
 - (5) You may be regarded as being in noncompliance with this part, and therefore subject to the remedies in § 23.11 of this part and other applicable regulations, for failing to implement your ACDBE program in good faith if any of the following things occur:
 - (i) You do not submit your analysis and corrective actions to FAA in a timely manner as required under paragraph (b) (3) of this section;
 - (ii) FAA disapproves your analysis or corrective actions; or
 - (iii) You do not fully implement:
 - (A) The corrective actions to which you have committed, or
 - (B) Conditions that FAA has imposed following review of your analysis and corrective actions.
- (c) If information coming to the attention of FAA demonstrates that current trends make it unlikely that you, as an airport, will achieve ACDBE awards and commitments that would be necessary to allow you to meet your overall goal at the end of the fiscal year, FAA may require you to make further good faith efforts, such as modifying your race-conscious/race-neutral split or introducing additional race-neutral or race-conscious measures for the remainder of the fiscal year.

[70 FR 14508, Mar. 22, 2005, as amended at 77 FR 36931, June 20, 2012; 89 FR 24962, Apr. 9, 2024]

⦿ **§ 23.59 What is the role of the statutory 10 percent goal in the ACDBE program?**

- (a) The statute authorizing the ACDBE program provides that, except to the extent the Secretary determines otherwise, not less than 10 percent of concession businesses are to be ACDBEs.
- (b) This 10 percent goal is an aspirational goal at the national level, which the Department uses as a tool in evaluating and monitoring ACDBEs' opportunities to participate in airport concessions.
- (c) The national 10 percent aspirational goal does not authorize or require recipients to set overall or concession-specific goals at the 10 percent level, or any other particular level, or to take any special administrative steps if their goals are above or below 10 percent.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24962, Apr. 9, 2024]

⦿ **§ 23.61 Can recipients use quotas or set-asides as part of their ACDBE programs?**

You must not use quotas or set-asides for ACDBE participation in your program.

⦿ **Subpart E—Other Provisions**

⦿ **§ 23.71 Does a recipient have to change existing concession agreements?**

When an extension or option to renew such an agreement is exercised, or when a material amendment is made, you must assess potential for ACDBE participation and may, if permitted by the agreement, use any means authorized by this part to obtain a modified amount of ACDBE participation in the renewed or amended agreement.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24962, Apr. 9, 2024]

◉ **§ 23.73 What requirements apply to privately-owned or leased terminal buildings?**

- (a) If you are a recipient who is required to implement an ACDBE program on whose airport there is a privately-owned or leased terminal building that has concessions, or any portion of such a building, this section applies to you.
- (b) You must pass through the applicable requirements of this part to the private terminal owner or lessee via your agreement with the owner or lessee or by other means. You must ensure that the terminal owner or lessee complies with the requirements of this part.
- (c) If your airport is a primary airport, you must obtain from the terminal owner or lessee the goals and other elements of the ACDBE program required under this part. You must incorporate this information into your concession plan and submit it to the FAA in accordance with this part.
- (d) If the terminal building is at a non-primary commercial service airport or general aviation airport or reliever airport, you must ensure that the owner complies with the requirements in § 23.21(e).

◉ **§ 23.75 Can recipients enter into long-term, exclusive agreements with concessionaires?**

- (a) Except as provided in paragraph (b) of this section, you must not enter into long-term, exclusive agreements for concessions.
 - (1) For purposes of this section, a long-term agreement is one having a term of more than ten years, including any combination of base term and options or holdovers to extend the term of the agreement, if the effect is a term of more than ten years.
 - (2) For purposes of this section, an exclusive agreement is one having a type of business activity that is conducted solely by a single business entity on the entire airport, irrespective of ACDBE participation.
- (b) You may enter into a long-term, exclusive concession agreement only under the following conditions:
 - (1) Special local circumstances exist that make it important to enter such agreement; and
 - (2) The responsible FAA regional office approves your plan for meeting the standards of paragraph (c) of this section.
- (c) In order to obtain FAA approval of a long-term exclusive concession agreement, you must submit the following information to the FAA regional office, the items in paragraphs (c)(1) through (3) of this section must be submitted at least 60 days before the solicitation is released and items in paragraphs (c)(4) through (7) of this section must be submitted at least 45 days before contract award:
 - (1) A description of the special local circumstances that warrant a long-term, exclusive agreement.
 - (2) A copy of the solicitation.
 - (3) ACDBE contract goal analysis developed in accordance with this part.
 - (4) Documentation that ACDBE participants are certified in the appropriate NAICS code in order for the participation to count towards ACDBE goals.
 - (5) A general description of the type of business or businesses to be operated by the ACDBE, including location and concept of the ACDBE operation.
 - (6) Information on the investment required on the part of the ACDBE and any unusual management or financial arrangements between the prime concessionaire and ACDBE, if applicable.
 - (7) Final long-term exclusive concession agreement, subleasing or other agreements.
- (d) In order to obtain FAA approval of a long-term exclusive concession agreement that has been awarded through direct negotiations, you must submit the items in paragraphs (c)(1) and (3) through (7) of this section at least 45 days before contract award.

- (e) In order to obtain FAA approval of an exclusive concession agreement that becomes long-term as a result of a holdover tenancy, you must submit to the responsible FAA regional office a holdover plan for FAA approval at least 60 days prior to the expiration of the current lease term. The holdover plan shall include the following information:
 - (1) A description of the special local circumstances that warrant the holdover.
 - (2) Anticipated date for renewal or re-bidding of the agreement.
 - (3) The method to be applied for renewal or re-bidding of the agreement.
 - (4) Submission of all items required under paragraphs (c)(3), (4), (6), and (7) of this section for the agreement in holdover status or an explanation as to why the item is not available or cannot be submitted.

[89 FR 24962, Apr. 9, 2024]

⦿ **§ 23.77 Does this part preempt local requirements?**

- (a) In the event that a State or local law, regulation, or policy differs from the requirements of this part, the recipient must, as a condition of remaining eligible to receive Federal financial assistance from the DOT, take such steps as may be necessary to comply with the requirements of this part.
- (b) You must clearly identify any State or local law, regulation, or policy pertaining to minority, women's, or Disadvantaged Business Enterprise concerning airport concessions that adds to, goes beyond, or imposes more stringent requirements than the provisions of this part. FAA will determine whether such a law, regulation, or policy conflicts with this part, in which case the requirements of this part will govern.
- (c) If not deemed in conflict by the FAA, you must write and administer such a State or local law, policy, or regulation separately from the ACDBE program.
- (d) You must provide copies of any such provisions and the legal authority supporting them to the FAA with your ACDBE program submission. FAA will not approve an ACDBE program if there are such provisions that conflict with the provisions of this part.
- (e) However, nothing in this part preempts any State or local law, regulation, or policy enacted by the governing body of a recipient, or the authority of any State or local government or recipient to adopt or enforce any law, regulation, or policy relating to ACDBEs, as long as the law, regulation, or policy does not conflict with this part.

[70 FR 14508, Mar. 22, 2005, as amended at 89 FR 24963, Apr. 9, 2024]

⦿ **§ 23.79 Does this part permit recipients to use local geographic preferences?**

No. As a recipient you must not use a local geographic preference. For purposes of this section, a local geographic preference is any requirement that gives a concessionaire located in one place (e.g., your local area) an advantage over concessionaires from other places in obtaining business as, or with, a concession at your airport.

[89 FR 24963, Apr. 9, 2024]

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
MISSOULA MONTANA AIRPORT
MISSOULA, MONTANA
REVISED OCTOBER 2024**

**Attachment 11
Small Business Element**

1. Program Objectives

One method of providing race-neutral efforts for ACDBE participation will be through MCAA's small business element, which is incorporated into this ACDBE Program. The small business element is intended to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of concession opportunities that may preclude small business participation in solicitations. Program objectives include:

1. To provide opportunities for small businesses to participate in all of MCAA's concessions;
2. To ensure nondiscriminatory practices in the utilization of small businesses at MCAA; and
3. To create formal processes and procedures that adequately and effectively assist in small business participation.

2. Definitions

A. **Small Business:** A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Small businesses must meet the definitions specified in the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

B. **Airport Concession Disadvantaged Business Enterprise:** A for-profit small business (as defined by the Small Business Administration)

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) as described in 49 CFR Part 23.
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Has been certified as a DBE by the State of Montana Department of Transportation, DBE Office in accordance with 49 CFR Part 23.

For the purposes of the small business element of the Airport ACDBE Program, small businesses which are also owned and controlled by disadvantaged individuals will be encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA assisted contracts.

3. Strategies

An important part of MCAA's small business element is its outreach activities. These outreach efforts include active, effective steps to increase small business participation, such as soliciting bids/proposals from DBEs and SBEs, responding to requests for information, participating at pre-bid and pre-proposal meetings, and participating at outreach and training events for DBEs and small

businesses. MCAA will collaborate with regional resources by pooling resources and/or creating joint SBE activities.

As time and resources allow, MCAA will help plan and/or participate in outreach and informational events for DBEs and small businesses that may be coordinated with other U.S. DOT recipients, state and federal agencies, or local organizations. Discussed during these outreach events will be procedures on how to do business with MCAA, how to become certified as a DBE or SBE, MCAA's DBE Program requirements, and other topics of interest to DBEs and small businesses.

4. Outreach and Other Technical Assistance

MCAA will include in its Procurement Processes:

1. Continuing to closely review, through its procurement process, any proposed changes to existing concession contracts to ensure that small businesses are being given the opportunity to propose on any new opportunities that are out of the scope of an existing concession contract;
2. Assist in facilitating easier interaction between current concessionaires and DBEs and SBEs;
3. Revise current boilerplates for Request for Proposals (RFPs) language to include SB Element/Program provisions and requirements;
4. Notifying MCAA's current concessionaires of the new SB Element provisions through written materials, seminars, workshops and providing specialized assistance to individual firms.

Other strategies that MCAA will consider as a part of its small business element include unbundling contracts and setting SBE contract-specific goals when subcontracting opportunities are available. **Note: MCAA will NOT establish a DBE goal and an SB Element "target goal" on the same contract.*

5. Accountability/Counting Participation

MCAA will seek to implement one or more appropriate SB elements on all of MCAA's concession opportunities.

MCAA's small business element includes a verification process to ensure eligibility of small business firms to participate in its ACDBE Program. To avoid fraud, a firm's small business status will be verified. MCAA will rely on the certification/verification process used by other agencies, providing their process is to confirm eligibility consistent with those of Part 23, including the requirement that the SBE firm may not exceed the Business Size Standard. MCAA will not accept certifications/verifications by agencies that allow companies to self-certify as small businesses. A currently certified DBE is presumed eligible to participate in the small business element of MCAA's ACDBE Program. MCAA will require that all SBEs and any DBEs not certified by the Montana Unified Certification Program provide documentation to verify their certification status. MCAA may require SBEs to submit additional documents, as necessary, to verify their eligibility.

MCAA will track and report any race-neutral participation by currently certified DBEs achieved through the small business element in the same way it reports race-neutral DBE participation obtained through other methods. To the extent feasible, data on small business participation will be collected and maintained in order to respond to any future questions regarding the results of MCAA's ACDBE Program.

6. Program Oversight/Monitoring & Enforcement

The Disadvantaged Business Enterprise Liaison Officer (DBELO) has overall ACDBE and SB Element/Program oversight.

7. Assurance

MCAA will make the following assurances:

1. The program is authorized under state law;
2. Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
3. No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
4. Aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
5. The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: November 26, 2024

1. **TITLE:** Small Community Air Service Grant Acceptance

Review, discussion, and possible pre-authorization for Airport Director to accept the upcoming Small Community Air Service Grant

ACTION ITEM

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

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** Missoula has received notice that it will be receiving \$875,000 from the Department of Transportation from their Small Community Air Service Grant Program. In July, 40 communities submitted applications requesting nearly \$32 million in funding, with only \$12 million available. Fourteen communities were selected, with Missoula being a successful application. Our grant was submitted to help support the expansion of our current summer seasonal service to Chicago to year-round service. We hope to put this grant to use in the fall of 2025.

5. **BUDGET INFORMATION:** We had several partners in this project, including Missoula Economic Partnership, Destination Missoula/TBID, Glacier Country, Montana Department of Commerce and numerous local Missoula businesses. The community raised \$437,000 that helped secure the \$875,000 Department of Transportation grant.

6. **SUPPLEMENTAL AGENDA INFORMATION**

7. **RECOMMENDED MOTION:** Move to pre-authorize the Airport Director to accept the upcoming Small Community Air Service Grant in the amount of 875,000.

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

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

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: November 26, 2024

1. **TITLE:** Task Order No. 66 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion and possible approval of Task Order No. 66 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for Updated Design, Bidding and Construction Management Services for a new fuel island (tank and pumps) for the rental car agencies at the Airport and matters related thereto.

ACTION ITEM

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

3. **TIME REQUIRED:** 10 Minutes

4. **BACKGROUND INFORMATION:** The existing fuel system for rental cars consists of a 4,000-gallon tank and one dispenser/pump combination that is dedicated to each rental agency. This project will increase the capacity to a 12,000-gallon tank with two pumps and four dispensers that are activated by codes specific to each rental agency. This will allow more flexibility with the rental agents to operate from any pump (which does not occur today) as well as new software to better manage and track the fuel system.

This project was bid in 2020, but came in over budget and the project was shelved. Morrison-Maierle will revisit the design, confirm the project is in compliance with today's code and make revisions as necessary. The project will be re-bid early in 2025 with construction assumed to be completed in the fall of 2025. Construction Management Services will consist of survey layout and part-time oversight by the Engineer.

5. **BUDGET INFORMATION:** Amount Required: \$98,750.00
Budget amount available: CFC Funded
6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 66 Scope and Fee.
Proposed Site Layout Exhibit
7. **RECOMMENDED MOTION:** Move to Approve Task Order No. 66 with Morrison-Maierle in the amount of \$98,750.
8. **PREPARED BY:** Brian Ellestad
9. **COMMITTEE REVIEW:** None.

TASK ORDER-66

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

Task Order

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

SPECIFIC PROJECT DATA

TITLE: RENTAL CAR FUEL ISLAND PROJECT – BIDDING AND CONSTRUCTION MANAGEMENT SERVICES

- I. **Objective:** Complete the final design review, bidding services, construction management services, and project closeout for the Rental Car Fuel Island Project. This project will consist of installation of a new fuel island to serve the rental car companies and removal of the existing fueling facility. The fuel island will be located along Aviation Way, west of the QTA facility.

Final Design Review: Provide services to review project plans and specifications, previously designed in March 2020, and to prepare the final documents to be used for bidding. This phase includes a limited review of the plans and specifications to ensure compliance with current codes and regulations. The deliverables under this phase include an updated engineer's estimate of probable cost, "Issued for Bid" project plans and specifications, and bid documents.

Bidding Services: Provide services for the bidding process in Spring of 2025. Morrison-Maierle will work with MCAA to place the necessary advertisements and schedule the pre-bid meetings.

Construction Management Services: Provide services for on-site construction observation for the project. On-site observation will be part-time observation covered by the Project Manager and Resident Project Representative throughout construction. In addition, Morrison-Maierle will also perform all construction staking for the contractor.

Project Closeout Services: Provide assistance in closing out the project for the OWNER. This shall include compiling testing results, lien releases, affidavits of amounts paid DBE, preparing record drawings, finalizing total project costs, and reviewing O&M submittals.

Project Schedule: The project design phase will begin upon approval of the task order with bidding anticipated to take place in February 2025 and award in March of 2025. The anticipated material delivery and construction timeframe is approximately 32 weeks. The tentative installation and commissioning date is October 2025, but needs to be finalized with the Contractor. Project milestones are listed in *Section 3 – Times of Performance*.

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

A. Project Management Services

1. Develop project scope and fee for Task Order.
2. Present Task Order to MCAA for approval.
3. Communicate project progress, scheduling, construction scope, bidding dates, and other project requirements with the OWNER.

4. Coordinate with Contractor on project scope, schedule, and budget, validate with OWNER prior to commencing.
5. Process Contractor pay requests (assume 4 total).
6. Coordinate and review Contractor's quality control, field and lab materials testing as required by the project specifications.
7. Prepare agenda and graphic displays for a Pre-Construction Conference. Attendance will require the Project Manager, Project Engineer, and Resident Project Representative.
8. Review Contractor's and Subcontractor's certified labor payrolls for compliance to Montana prevailing wage rates. This effort is performed continuously throughout the project.
9. Review shop drawings, samples, certifications, and other submittals of the Contractor for general conformance to the design concept of the Project and for general compliance with the construction contract documents. Such reviews and approvals will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
10. Respond to various Request For Information (RFI) and evaluate/respond to Potential Change Orders (PCO) for the OWNER's approval. ***Change Orders involving additional design and construction management services shall be considered Additional Services.***
11. Maintain project coordination with the Owner and Contractor throughout the life of the project. Ensure milestones and deliverables are meeting expectations and the predetermined project schedule.

B. Final Design Services

1. Perform Quality Assurance reviews of the existing project plans and specifications, dated March 2020.
 - Update all applicable sections to reflect current milestone dates.
 - Verify all specifications and provisions are of the current edition.
 - Review for compliance with all current local, state, and federal codes.
2. Conduct a Design Review with Airport to address any changes to the original project documents.
3. Update Engineer's opinion of construction costs.
4. Finalize 100% "Issued for Bidding" Plan Set.

C. Bidding Services

1. Prepare and distribute electronic plans and specifications to contractors, suppliers, and manufacturers via the ENGINEER's website and online bidding services.
2. Solicit project interest and advertise Bid Opening.
3. Conduct Pre-Bid Conference to discuss expectations, Airport operational and security requirements, and project construction schedule with prospective contractors.
4. Respond to bidder inquiries during the advertisement period; coordinate all design team responses and prepare addenda for bidding documents as required.
5. Attend Bid Opening.

6. Review bid proposals, verify accuracy, review DBE participation, and verify contractor qualifications. Prepare bid tabulations.
7. Make recommendation of award to OWNER.

D. Construction Management Services – 16 Week Construction Schedule

1. Review contract documents and contractor insurance submittals, prepare executed contract documents and “Issued for Construction” project plans and specifications.
2. Submit Commercial Site Plan Checklist to the City of Missoula.
3. Submit plans to the Missoula Water Quality Control District and assist Contractor with Pollution Prevention Permit application.
4. Coordinate with OWNER and assist Contractor with DEQ Underground Storage Tank installation permit application process.
5. Prepare and submit Notice of Underground Storage Tank to Montana DEQ.
6. Coordinate with Northwestern Energy, OWNER, and Contractor for installation of new electrical service.
7. Provide the services of a part-time Resident Project Representative (RPR) at the site to assist the ENGINEER and to provide observation of Contractor’s work. Duties, responsibilities, and authority of the RPR are as set forth in the Master Agreement. The furnishing of such RPR services will not extend ENGINEER’s responsibilities or authority beyond the specified limits set forth in the Master Agreement. Estimated construction period is ***112-calendar days to obtain substantial completion.***

Make visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe the progress and quality of the work. Such visits and observations by ENGINEER and RPR are not intended to be exhaustive or to extend to every aspect of Contractor’s work in progress or to involve detailed inspection of Contractor’s work in progress, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor’s work is proceeding in accordance with the construction contract documents, and ENGINEER shall keep OWNER informed of the progress of the work.

The purpose of ENGINEER’s visits to, and observation by the Resident Project Representative will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the construction phase, and, in addition, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor’s work, or for any failure by Contractor to comply with Laws and Regulations applicable to Contractor’s furnishing and performing the WORK. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform its work in accordance with the construction contract documents.

8. Require such special inspections or tests of Contractor’s work as deemed reasonably necessary, and receive and review all certificates of inspection, tests, and approvals. ENGINEER’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. ENGINEER shall be entitled to rely on the results of such tests.

9. Monitor Contractor operations during construction for general adherence to the construction operations plan. In the event construction activities are not in conformance with the provisions of the construction operations plan, the Contractor and OWNER will be notified verbally and in writing. Failure of the Contractor to take corrective action will result in a Stop Work Order issued to the Contractor until such time as the Contractor takes corrective action. The Stop Work Order will be issued at the direction of the OWNER, through the ENGINEER.
10. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work.
11. Notify the OWNER of permanent work that does not conform to the result required in the construction contract documents, prepare a written report describing any apparent non-conforming permanent work, make recommendations to the OWNER for its correction, and, at the request of the OWNER, have these recommendations implemented by the Contractor.
12. Promptly after notice from Contractor that Contractor considers each work area ready for its intended use, in company with OWNER and Contractor, conduct a semi-final inspection to determine if the Work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the Work substantially complete, the ENGINEER shall then deliver a Certificate of Substantial Completion to OWNER and Contractor.
13. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of the ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Task Order.
14. Provide a combination of one-person and two-person survey crew to assist in the layout and construction staking of the project. Survey scope consists of the following:

Survey Control Verification & Establish New Control

Existing horizontal and vertical control stations will be recovered and verified for accuracy. Additional horizontal and vertical control points will be established as necessary for layout of the project.

Rental Car Fuel Island and Canopy Layout

Offset hub and lath will be provided for placement of the rental car fuel station improvements including the site approaches, concrete pads, canopy footings, utility routes, site lighting and any required directional signage. These points will provide horizontal and vertical reference to the specified material surface and can be used for excavation/embankment of all pavement and concrete courses, if necessary.

Course Verification – Finished Subgrade and Finished Base Course

This work item includes grade verification of subgrade and finished base courses at 25-foot intervals. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. No external survey report will be generated from this work.

E. Project Closeout Services

1. The ENGINEER will furnish, without restriction, to the OWNER, PDF drawings in electronic media format. Copies of documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
2. Summarize and report DBE achievement to OWNER.

3. Receive and review maintenance and operating instructions, schedules, and guarantees.
4. Receive bonds, product certificates, certificates of inspection, tests, and approvals, shop drawings, samples and other data required by the construction Contract documents and the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment.

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

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

<u>Milestone</u>	<u>Completion Date</u>
A. Issued for Bid Documents	February 12, 2025
B. Advertise for Bid	February 20, 2025
C. Bid Opening	March 13, 2025
D. Bid Award	March 25, 2025
E. Notice To Proceed for Material Procurement	April 7, 2025
F. Begin Construction	July 28, 2025
G. New Fuel System Operational	October 3, 2025
H. Demolition of Old Fuel System Complete	November 15, 2025
I. Complete Project Closeout	December 12, 2025

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

- A. The approved and audited overhead rate in effect for this Task Order is **74.51%**.
- B. The services identified under this Task Order will be paid by method of not to exceed, **Cost Plus Fixed Fee (CPFF)**. Total compensation for this Task Order is estimated to be:

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
Bidding & Construction Management	\$83,558	\$15,192	\$98,750

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

SECTION 6 – CONSULTANTS: None

SECTION 7 – OTHER MODIFICATIONS TO MASTER AGREEMENT: None.

SECTION 8 – ATTACHMENTS:

- A. Morrison-Maierle – Engineering Fees

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

The Effective Date of this Task Order is: **November 26, 2024**

ENGINEER

Shaun P. Shea 11.26.24
Signature Date

Shaun P. Shea, P.E.
Name

Vice President, Morrison-Maierle
Title

1055 Mount Avenue, Missoula, MT 59801
Address

sshea@m-m.net
E-Mail Address

(406) 542.4846
Phone

OWNER

Signature Date

Brian Ellestad, A.A.E.
Name

Airport Director, MCAA
Title

5225 Highway 10 W. – Missoula, MT 59808
Address

bellestad@flymissoula.com
E-Mail Address

(406) 728.4381
Phone

Task Order Airport Master, June 2021
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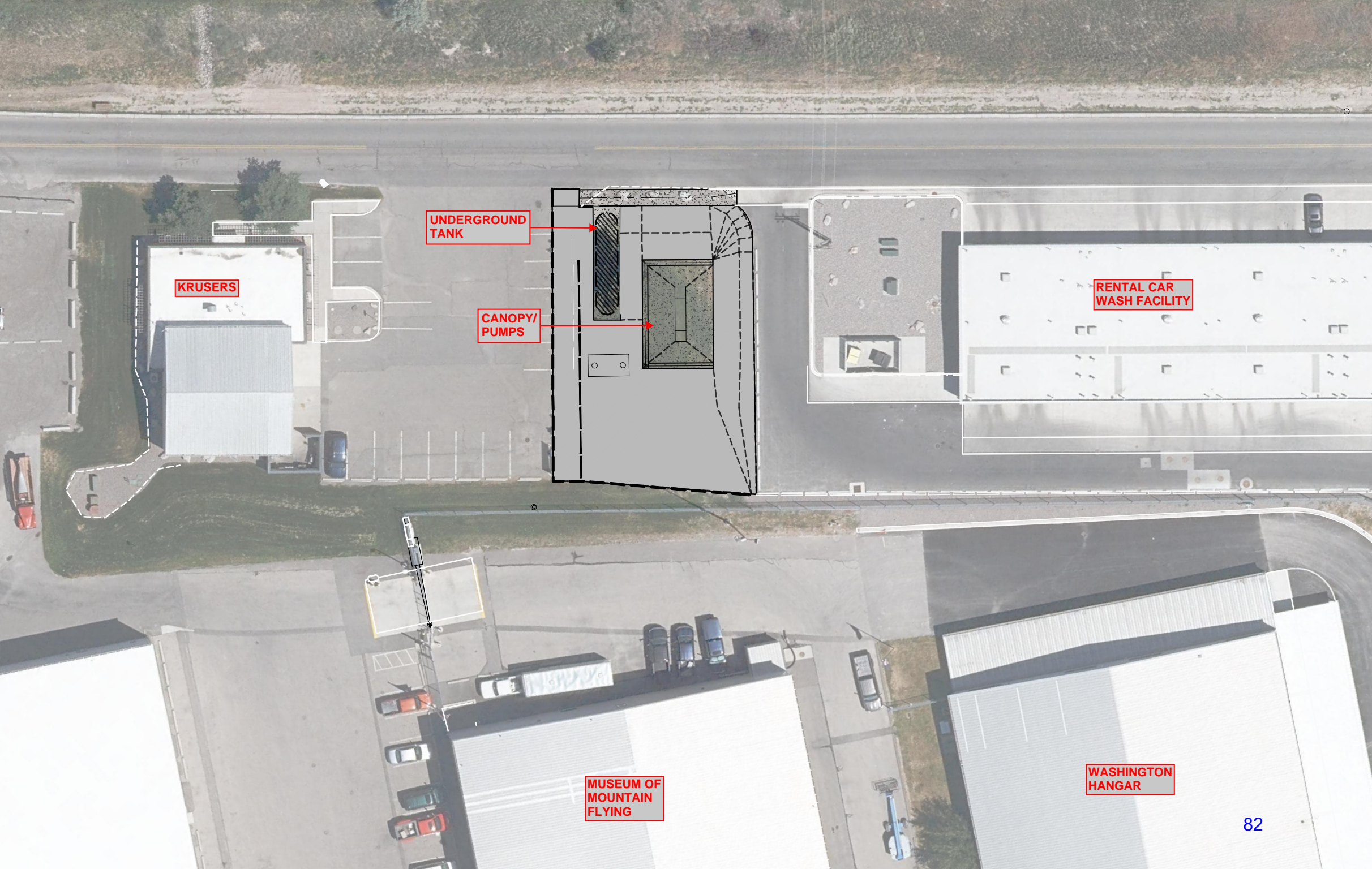
TASK ORDER-66
RENTAL CAR FUEL ISLAND PROJECT
BIDDING AND CONSTRUCTION MANAGEMENT SERVICES



Summary of Professional Service Fees

November 19, 2024

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
Final Design and Code Review Updates	\$12,409	\$2,091	\$14,500
Bidding Services	\$3,395	\$505	\$3,900
Construction Management Services	\$67,754	\$12,596	\$80,350
	Project Total		\$98,750



UNDERGROUND TANK

CANOPY/PUMPS

KRUSERS

RENTAL CAR WASH FACILITY

MUSEUM OF MOUNTAIN FLYING

WASHINGTON HANGAR

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: November 26, 2024

1. **TITLE:** Task Order No. 67 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion, and possible approval of Task Order No. 67 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for the final design scope for the Economy Parking Lot Expansion Project. **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 an effort to alleviate an overflowing terminal parking lot and in anticipation for continued growth in enplanements, this project will expand upon the economy parking lot east of the terminal. Last summer access controls for the parking lot were completed and this design will expand upon that and the existing lot.

Final design will add create approximately 335 additional parking spaces, and will incorporate parking lot lighting, security cameras, drainage and fencing. This added space will help supplement an already constrained parking lot, limit encroachment on existing tenant leaseholds and will provide a means to add additional parking in future phases.

The additional design work will begin immediately in hopes of beginning construction in May 2025 timeframe. This timeline will ensure the additional parking is available late summer 2025.

5. **BUDGET INFORMATION:** Amount Required: \$98,000
This project is funded using financing and Airport reserves.

6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 67 Scope and Fee.
Alternative Parking Exhibit

7. **RECOMMENDED MOTION:** Move to Approve Task Order No. 67 with Morrison-Maierle in the amount of \$98,000

8. **PREPARED BY:** Brian Ellestad

9. **COMMITTEE REVIEW:** None.

TASK ORDER-67

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

Task Order

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

SPECIFIC PROJECT DATA

TITLE: ECONOMY LOT EXPANSION – FINAL DESIGN

- I. **Objective:** To design an expansion to the economy car parking lot. This includes upgrades to site lighting, security cameras, asphalt pavement rehabilitation, and new asphalt pavement. Morrison-Maierle shall prepare construction documents and shall assist with bidding process. The project consists of two schedules.

Preliminary Design Services: This phase will involve the development of a phasing plan and demolition plan to minimize impacts to the adjacent projects and the traveling public. The work also includes survey, data collection; preparation of a design and constructability options; signage and marking plan. Deliverables also includes estimate of probable cost, project specifications and bid documents.

Final Design Services: This phase includes the development of plans and specifications that will be used for bid solicitation.

Bidding Services: This Task Order assumes that this project will begin advertising for bid in mid to late April 2025. Morrison-Maierle will work with MCAA to place the necessary advertisements and schedule the pre-bid and bid meetings.

Construction Management Services: TBD

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

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

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

A. Project Management Services

1. Develop project scope and fee for Task Order.
2. Present Task Order to MCAA for approval.
3. Communicate project progress, design issues, scheduling and construction project scope, bidding dates and miscellaneous project requirements with the OWNER. The following are estimated communication points used to properly manage the project:
 - Internal Design Team Meetings (weekly)
 - OWNER Milestone Meetings (2 meetings)
 - Coordination with OWNER and Airport Tenants

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

B. Preliminary Design

1. Review existing conditions (pavements and utilities) for use in future design, capacity, and construction connections.
2. Complete topographic and utility survey.
3. Develop a demolition plan that will have the least impact on Airport operations. Itemize, quantify demolition work items for each area.
4. Develop preliminary grading plan for the expanded pavement area.
5. Develop preliminary layouts for the parking lot which will include pavement markings and signage.
6. Review existing storm drainage structures and existing surface drainage conditions within the footprint of the expansion and adjacent to the project to develop a preliminary storm drainage plan.
7. Develop preliminary site lighting layout for the parking lot. This includes evaluating site lighting in the parking lot (existing lights vs. new lighting), and security camera locations and provisions. This shall include extending power and fiber to the new parking lot.
8. Develop preliminary pavement rehabilitation plan for the portion of the lot that falls within the existing general aviation apron.
9. Based on the preferred alternative and preliminary layouts, develop preliminary construction phasing plan that will be least impactful to the Airport's operations. Determine staging area location and size, and construction site access.
10. Prepare a 7460 on the preferred alternative and preliminary layout, submit to the FAA for airspace review.
11. Prepare a simplified Construction Safety and Phasing Plan (CSPP) to address specific impacts of construction activities on Airport Operations.
12. Prepare ENGINEER's preliminary opinion of total project costs.
13. Complete Quality Assurance reviews of the project plans as necessary through Preliminary Design.

C. Final Design

1. Finalize the demolition plan for the parking lot expansion based on survey data and preliminary design findings. Itemize, quantify demolition work items.
2. Finalize grading plan for the expanded pavement area.
3. Finalize storm drainage plan which will include additional storm drainage structures and piping to existing structures as required.
4. Finalize site lighting and security camera layouts for the expanded parking lot.

5. Finalize pavement rehabilitation plan for the portion of the lot that falls within the existing general aviation apron.
6. Finalize standard details for the project.
7. Update the Engineer's opinion of construction cost based on final construction drawings.
8. Complete Quality Assurance reviews of the project plans as necessary through Final Design.
9. Prepare final Plans and Specifications to the OWNER for review.

D. Bidding Process

1. Prepare bidding documents.
2. Advertise Project for bidding.
3. Deliver hard copy plans, specifications, and contract to the OWNER, and upload electronic plans, specification, and contract documents to QuestCDN for distribution to contractors, suppliers, and manufacturers.
4. Conduct Pre-Bid Conference.
5. Respond to bidder inquiries during the advertisement period; coordinate all design team responses and prepare addendums to Plans and Specifications as required. Three addendums are anticipated.
6. Attend bid opening.
7. Review bid proposals, verify accuracy, review DBE participation and verify contractor qualifications and Buy American on all submittals of the Contractor. Prepare bid tabulations.
8. Make recommendation of award to the OWNER.

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

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

<u>Milestone</u>	<u>Completion Date</u>
A. Project Kickoff	January 6, 2025
B. Preliminary Layout for Review	January 21, 2025
C. 50% Submittal Review	February 10, 2025
E. Final Submittal Plans/Specs	March 14, 2025
F. Bid Advertisement	March 20, 2025
G. Pre-Bid Conference	April 10, 2025
H. Bid Opening	April 17, 2025
I. Bid Award	April 29, 2025

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

- A. The approved and audited overhead rate in effect for this Task Order is **74.51%**.

- B. The services identified under this Task Order will be paid by method of Lump Sum (LS). Total compensation for this Task Order is estimated to be:

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
Final Design Services	\$72,569	\$25,432	\$98,000

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

SECTION 6 – CONSULTANTS: Tetra Tech – Geotechnical Investigation

SECTION 7 – OTHER MODIFICATIONS TO MASTER AGREEMENT: None.

SECTION 8 – ATTACHMENTS:

- A. Morrison-Maierle – Engineering Fees

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

The Effective Date of this Task Order is: **November 26, 2024**

ENGINEER

Shaun P. Shea 11/26/24
Signature *Date*

Shaun P. Shea, P.E.
Name

Vice President, Morrison-Maierle
Title

1055 Mount Avenue, Missoula, MT 59801
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OWNER

Signature *Date*

Brian Ellestad, A.A.E.
Name

Airport Director, MCAA
Title

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(406) 728.4381
Phone

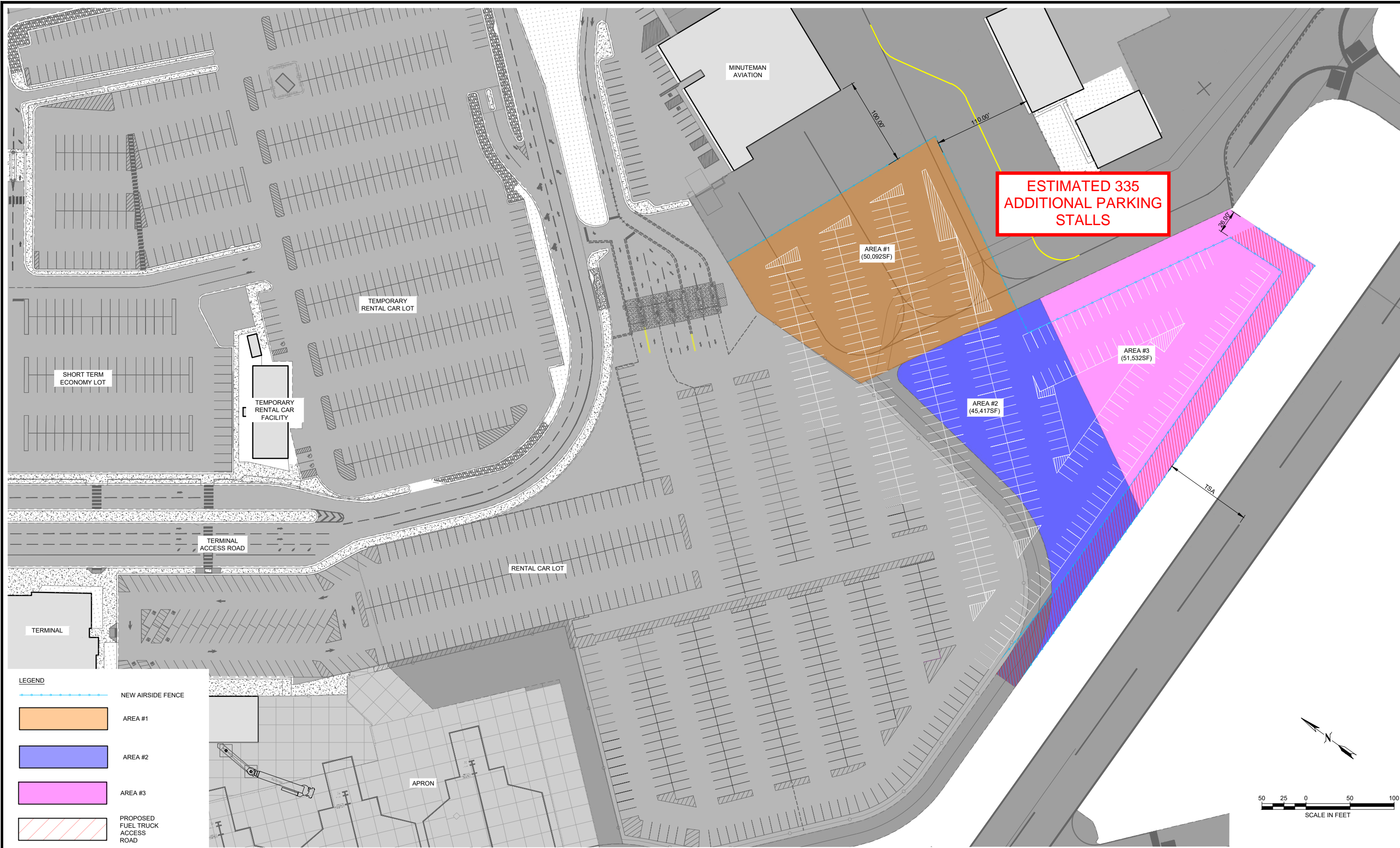
Task Order Airport Master, June, 2021
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**TASK ORDER-67
ECONOMY LOT EXPANSION
FINAL DESIGN**



**Summary of Professional Service Fees
November 20, 2024**

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
FINAL DESIGN SERVICES	\$72,569	\$25,432	\$98,000
	Project Total		\$98,000



LEGEND

- NEW AIRSIDE FENCE
- AREA #1
- AREA #2
- AREA #3
- PROPOSED FUEL TRUCK ACCESS ROAD

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

NO.	DESCRIPTION	REVISIONS	BY	DATE



DRAWN BY: NBK
 DSGN. BY: _____
 APPR. BY: _____
 DATE: 06/11/2024
 Q.C. REVIEW BY: _____
 DATE: _____

**MISSOULA MONTANA AIRPORT
 MSO PARKING LAYOUT**

MISSOULA MONTANA

MSO PARKING LAYOUT EXHIBIT

PROJECT NUMBER
3366.000

SHEET NUMBER
1

DRAWING NUMBER
89 B

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 PLOTTED BY: NICHOLAI KHOMENKO ON Jun/12/2024

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: November 26, 2024

1. **TITLE:** Election of Calendar Year 2025 Board Officers

Per the Bylaws of the Missoula County Airport Authority, officers for the following calendar year are to be elected at the November annual meeting of the Airport Board.

ACTION ITEM

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

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** Pursuant to Article III, Section 3 of the MCAA Bylaws, "The current Chair may nominate a slate of Officers by nominating a Commissioner to serve as Secretary/Treasurer, nominating the current Secretary/Treasurer to serve as Vice Chair and nominating the current Vice Chair to serve as Chair." "This shall be defined as the Succession Order." Chair Winton Kemmis is proposing following the Succession Order in that Vice Chair Deb Poteet be elevated to Chair, and that Secretary/Treasurer Pat Boyle be elevated to Vice-Chair. Chair Winton Kemmis will also be prepared to nominate a new Secretary/Treasurer at the meeting. In addition, Chair Winton Kemmis will call for nominations from the floor.

5. **BUDGET INFORMATION:** NONE

6. **SUPPLEMENTAL AGENDA INFORMATION:** NONE

7. **RECOMMENDED MOTION:**
[No motion is necessary] Chair to ask for nominations from the floor (3 times). If there are nominations from the floor, vote on each individual nomination. Otherwise, Vote to accept the Slate of Officers as proposed by Chair Winton Kemmis.

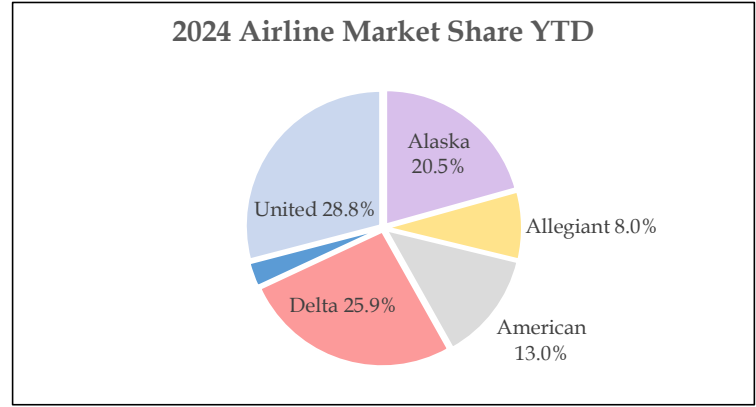
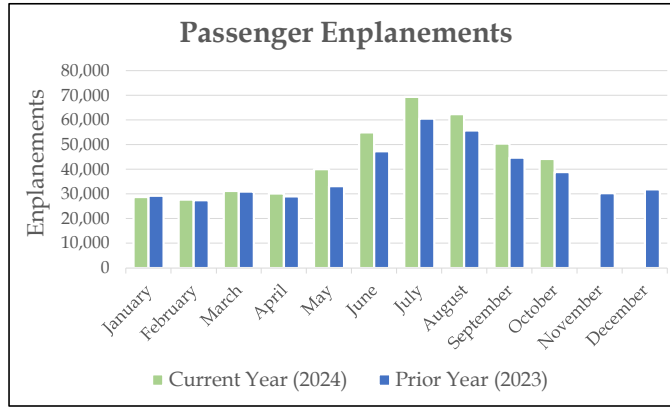
8. **PREPARED BY:** Lynn Fagan

Summary

- Strong enplanement growth with added seat capacity
- Record enplanments in October (44,174)
- MSO forecasted to hit 1M passengers in 2024
- Enplaned+Deplaned

Air Service Highlights

- October seat growth exceeding +20% 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!



Tower Operations	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	842	842	751	0	0	8,182
Air Taxi	325	400	405	420	477	680	901	792	609	609	609	0	0	5,618	17%
GA	658	789	1369	1487	1522	1622	2483	2533	1826	1691	1691	0	0	15,980	3%
Military	86	14	136	57	40	40	56	56	34	158	158	0	0	677	-17%
Civil	798	983	1171	992	899	1176	587	983	859	1305	1305	0	0	9,753	16%
Total	2024	2,453	2,733	3,703	3,559	3,723	4,612	5,275	5,468	4,170	4,514	0	0	40,210	9%
	2023	2,617	2,594	3,106	2,974	3,874	3,834	5,308	4,790	4,019	3,869	3,024	2,672	42,681	

Enplaned Passengers	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	10,822	11,155	0	0	0	89,803
Allegiant	2,677	2,621	3,169	2,388	3,752	4,974	5,772	3,722	2,576	3,587	0	0	0	35,238	-15%
American	2,844	2,043	2,125	2,014	3,629	9,403	13,277	9,383	7,104	5,091	0	0	0	56,913	5%
Delta	9,058	8,780	10,230	10,068	10,649	12,819	13,693	14,543	13,298	10,743	0	0	0	113,881	0%
Frontier	0	0	0	0	1,999	2,518	2,954	2,511	1,410	1,035	0	0	0	12,427	231%
Sun Country	0	0	0	0	0	188	1,292	1,056	0	0	0	0	0	2,536	-98%
United	7,446	8,432	8,922	8,767	10,852	14,933	20,255	19,494	14,870	12,284	0	0	0	126,255	4%
Charters	1,179	0	99	0	0	0	0	132	392	279	0	0	0	2,081	57%
Total	2024	28,761	27,709	31,282	30,213	40,021	54,943	69,259	62,300	50,472	44,174	0	0	439,134	11%
	2023	29,251	27,468	30,928	29,035	33,114	47,254	60,553	55,720	44,774	38,808	30,335	31,921	459,161	

LF	2024	2023
	89.8%	81.9%
87.0%	80.1%	
84.4%	84.9%	
80.7%	87.8%	
75.1%	86.4%	
71.7%	80.4%	
82.6%	87.6%	
84.2%	84.3%	
87.7%	89.4%	
83.4%	91.2%	
90.4%	90.4%	
89.8%	89.8%	
81.8%	86.1%	

Deplaned Passengers	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	10,576	10,740	0	0	0	90,840
Allegiant	2,328	2,454	3,115	2,586	4,027	5,698	5,416	3,671	2,596	3,485	0	0	0	35,376	-14%
American	2,329	1,861	1,960	1,901	3,712	10,649	12,970	8,799	6,445	4,519	0	0	0	55,145	5%
Delta	8,628	8,429	10,197	9,722	10,974	13,327	13,109	14,008	11,641	9,897	0	0	0	109,932	2%
Frontier	0	0	0	0	2,330	2,780	2,856	2,432	1,477	1,110	0	0	0	12,985	249%
Sun Country	0	0	0	0	0	321	1,345	889	0	0	0	0	0	2,555	-98%
United	7,088	8,215	9,084	9,051	12,163	16,064	19,882	18,973	14,164	12,205	0	0	0	126,889	4%
Charters	1,179	0	99	0	0	0	65	132	392	279	0	0	0	2,146	133%
Total	2024	27,054	27,004	31,551	30,446	42,725	59,492	67,464	60,606	47,291	42,235	0	0	435,868	11%
	2023	27,338	27,778	30,782	28,712	34,608	50,955	60,176	53,114	42,099	37,485	29,800	31,190	454,037	

Total Pax	2024	2023
	55,815	56,589
54,713	55,246	
62,833	61,710	
60,659	57,747	
82,746	67,722	
114,435	98,209	
136,723	120,729	
122,906	108,834	
97,763	86,873	
86,409	76,293	
0	60,135	
0	63,111	
875,002	913,198	
11%		

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