

**Missoula County Airport Authority  
Regular Board Meeting**

DATE: Tuesday, February 25, 2025  
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 January 28, 2025. [Pg. 3](#)
- Approval of Claims for Payment - Will Parnell [Pg. 13](#)
- Financial Report - Will Parnell [Pg. 16](#)
- Director's Report - Brian Ellestad [Pg. 27](#)
- Legal Report - Juniper Davis
- Committee Updates -
  - Business Development Committee: No Activity
  - Contract and Lease Committee: No Activity
  - Executive Committee: February 25, 2025
  - 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

- Award of Beverage Vending RFP to Coca Cola Bottling High Country - Tim Damrow [Pg. 29](#)
- Contract for Snack/Food Vending services with Faber, Coe and Gregg - Tim Damrow [Pg. 40](#)
- Award of Water Rights Professional Services RFP to Parsons, Behle and Latimer - Juniper Davis [Pg. 51](#)
- Lease with Williams Heating for 3959 Whippoorwill - Juniper Davis [Pg. 143](#)
- Grant Creek Restoration MOA with the City of Missoula - Brian Ellestad [Pg. 161](#)
- Runway Reconstruction Reimbursable Agreements - Will Parnell [Pg. 170](#)
- Award of On-Airport Rental Car Concession RFP - Tim Damrow [Pg. 191](#)

Information/Discussion Item(s)

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](mailto:jdavis@flymissoula.com).

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

Microsoft Teams meeting

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

[Click here to join the meeting](#)

Meeting ID: 266 456 298 882

Passcode: JtfCxe

**Or call in (audio only)**

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

Phone Conference ID: 857 565 796#

MISSOULA COUNTY AIRPORT AUTHORITY  
Regular Board Meeting  
January 28, 2025  
1:30 pm, Johnson Bell Conference Room

THOSE PRESENT

BOARD:

Chair Deb Poteet  
Vice Chair Pat Boyle  
Commissioner Winton Kemmis  
Commissioner Andrew Hagemeyer  
Alternate Commissioner Shane Stack  
Alternate Commissioner Jack Meyer

STAFF:

Director Brian Ellestad  
Deputy Director Tim Damrow  
Director of Finance and Administration Will Parnell  
Legal Counsel Juniper Davis  
Business Development Manager Dan Neuman  
Ground Handling Manager Andrew Bailey  
Human Resources Manager Nikki Munro  
Compliance Officer Jesse Johnson  
IT Manager Dylan O'Leary  
Accounting Clerk Brianna Brewer

OTHERS:

Gary Matson, Runway 25 Hangars  
Shaun Shea, Morrison-Maierle  
Travis Reed, Morrison-Maierle  
Travis Frey, Martel Construction  
James Foote, Granite Technologies

Chair Deb Poteet called the meeting to order and advised everyone that the meeting was being recorded.

Legal Counsel Juniper Davis performed a roll call of Board members, staff members, and members of the public.

AGENDA

Chair Deb Poteet noted that an Alternate Commissioner needed to be seated.

Motion: Vice Chair Pat Boyle moved to seat Alternate Commissioner Jack Meyer as a regular Commissioner for the duration of the meeting.

Second: Commissioner Winton Kemmis

Vote: Motion passed unanimously

Chair Deb Poteet noted that another Alternate Commissioner needed to be seated.

Motion: Vice Chair Pat Boyle moved to seat Alternate Commissioner Shane Stack as a regular Commissioner for the duration of the meeting.

Second: Commissioner Winton Kemmis

Vote: Motion passed unanimously

Chair Deb Poteet asked if there were any changes to the agenda. There were none.

Motion: Vice Chair Pat Boyle moved to approve the agenda.

Second: Commissioner Winton Kemmis

Vote: Motion Passed Unanimously

#### PUBLIC COMMENT PERIOD

Chair Deb Poteet asked if there was any public comment on items that were not on the Board's agenda. There was no public comment.

#### MINUTES

Chair Deb Poteet asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated December 17, 2024. Alternate Commissioner Shane Stack noted that Adriane Beck was noted as an Alternate Commissioner and that a change should be made to reflect that Adriane Beck is a regular voting Commissioner. Legal Counsel Juniper Davis noted that the correction would be made.

Motion: Alternate Commissioner Shane Stack moved to approve the minutes of the Regular Board Meeting dated December 17, 2025.

Second: Commissioner Jack Meyer

Vote: Motion passed with five votes in the affirmative and one abstention

#### CLAIMS FOR PAYMENT

Director of Finance and Administration Will Parnell presented the Claims for Payment. Starting with project expenses, during the month of December 2024, the airport incurred approximately \$2 million in project expenses; of the \$2 million in project expenses approximately \$66,000 was submitted to the FAA for reimbursement. The remaining project expenses will be paid with reserves and debt.

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

Motion: Commissioner Winton Kemmis moved to approve the Claims for Payment

Second: Alternate Commissioner Jack Meyer

Vote: Motion passed unanimously

## FINANCIAL REPORT

Director of Finance and Administration Will Parnell presented the Financial Report. Operating income for the period ending December 21, 2024, has increased by approximately \$1.2 million due largely to the realignment of rates and charges passed during the FY25 budgeting process.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the Director's Report. There were no questions or comments.

Motion: Commissioner Winton Kemmis moved to approve the Financial Report

Second: Vice Chair Pat Boyle

Vote: Motion passed unanimously

## DIRECTOR'S REPORT

Airport Director Brian Ellestad provided updates including how in 2024 the Airport saw an increase of 12% in passengers, making it 8th in the country for the small hub airport category. Looking ahead, the Airport is excited to add additional flights to Portland and Chicago. With all of the additional flights, particularly in the summer, the Airport is trying to work with TSA to get another lane of passengers added through TSA security.

Director of Finance and Administration Will Parnell chimed in to provide some legislative updates. The Airport is keeping close tabs on changes coming from the new administration as they may impact federal funding, DBE/ACDBE programs, and other transportation related items. There continues to be uncertainty, but the Airport is staying on top of updates as they unfold and attempting to get more clarification.

Airport Director Brian Ellestad is anticipating a mid-May grand opening of the new Phase 2 expansion. Also, a congratulations to Deputy Director Tim Damrow for his appointment as Vice President of the Montana Airport Managers Association.

Deputy Director Tim Damrow provided additional updates on Phase 2 and 3 construction. Completion of Phase 3 will likely be 2-3 months after the opening of Phase 2. A video was shared highlighting a Year in Review for 2024.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the Director's Report. There were no questions or comments.

## LEGAL REPORT

Legal Counsel Juniper Davis provided an update on recent shifts in Board membership, which include: David Bell was moved from an Alternate to a Regular Commission seat, Shane Stack was appointed as an Alternate Commissioner, and Andrew Hagemeyer was appointed as a County employee Commissioner.

Numerous RFPs are at various stages of development including beverage and snack vending, water rights professional services, 3959 Whippoorwill lease, VoIP services, and rental cars.

Airport staff met with representatives from the City of Missoula to talk in more detail about land use planning in the vicinity of the Airport. The conversation went well and included topics such as aviation easements, 7036 permits, the extended approach and departure area, and density. Additional work will continue in order to move these conversations forward.

### COMMITTEE REPORTS

Chair Deb Poteet notified the Board that the Executive Committee met on January 28, 2025, to discuss the Board agenda. The Finance Committee met on January 14, 2025, to discuss audit services and the associated financial analysis, as well as the USFS lease.

### UNFINISHED BUSINESS

None

### NEW BUSINESS

#### Voice Over Internet Protocol (VoIP) RFP Award Recommendation

In late 2024 it was determined that we should look at the current phone system and see if a more modern option was available and to ensure that we didn't reach a state where the current system was no longer supported. After publishing an RFP, three proposals were received. After a careful review of the proposals and a series of demos by all three companies the selection committee determined that Granite Technologie's UniFi 360 was the best fit for the needs of the Missoula Montana Airport when balanced against the cost of the system.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the audit report. In response to questions, Dylan clarified that phone systems are included in the budget and that this service will replace the existing phone service that is already in place and is already included in the budget. Dylan also clarified that this RFP sought services that were not currently being provided under the Airport's existing phone service agreement and that while the Airport's existing phone service provider did submit a response to the RFP, it was the most expensive of the proposals submitted and was not selected.

Motion: Vice Chair Pat Boyle moved to award the VoIP RFP to Granite Technologies

Second: Commissioner Jack Meyer

Vote: Motion passed unanimously

#### Award of Snack Vending Request for Proposals

The current agreement for vending (snack and beverage) at the Missoula Airport expires on June 30th, 2025. The airport currently has contracts with Pepsi-Cola of Missoula for Beverage Vending and Valley Vending for Snack Vending. Recently, our current snack vending operator, Valley Vending, ceased operations, impacting snack vending services at the airport.

Staff decided to publish an RFP early for both snack and beverage services to minimize the disruption for passengers due to the premature loss of the Snack Vending. At this time, the committee is recommending the award of Snack Vending to Faber, Coe and Gregg of Florida, Inc. Faber proposed the highest percentage of gross in addition to the widest array of product offerings. If approved, staff will work Faber to bring a final contract for Snack Vending services to the February Board Meeting.

The Beverage Vending proposals are still under review and an award recommendation will be brought to the February Board meeting.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the RFP award. There were no questions or comments.

Motion: Commissioner Winton Kemmis moved to award the Snack Vending RFP to Faber, Coe and Gregg.

Second: Vice Chair Pat Boyle

Vote: Motion passed unanimously

#### Approval of purchase of a set of towable Air Stairs

The Airport currently owns several sets of boarding ramps, but none are sufficient for servicing Aircraft with a sill height over 11 feet. On occasion the Airport receives either charters or diversions with Aircraft that exceed this limit. The proposed set of stairs will be capable of deplaning Aircraft with a sill height of up to 18.5 feet.

Chair Deb Poteet asked if there were any Board questions or public comments regarding purchase of the air stairs.

Motion: Commissioner Jack Meyer moved to approve the purchase of AERO Specialties 2830 Passenger Stairway for \$37,218.

Second: Commissioner Winton Kemmis

Vote: Motion passed unanimously

#### Task Order No. 68 for Professional Engineering Services with Morrison-Maierle

Airport Director Brian Ellestad informed the Board that there are several items at the Air Traffic Control Tower (ATCT) that have either outlived their useful life or are in need of repair. A federal grant (up to \$900,000) has already been programmed through the FAA that would fund the design and construction of the upgrades. This includes replacing the existing elevator, upgrading the boiler controls system, upgrading lighting to LED fixtures, upgrading terminations of communication fiber, and other miscellaneous repairs and refreshing of the building. This also includes the purchase and installation of new navigational equipment that the air traffic controllers use to communicate with aircraft.

This project will be delivered through an alternative delivery method similar to the one utilized for the new terminal. A General Contractor, Construction Manager (GC/CM) is concurrently being solicited to work alongside Morrison-Maierle on this project. This Task Order is for design only and will be taken through bidding services.

Chair Deb Poteet asked if there were any Board questions or public comments regarding purchase of the air stairs.

Motion: Vice Chair Pat Boyle moved to Move to Approve Task Order No. 68 with Morrison-Maierle in the amount of \$32,500.

Second: Commissioner Winton Kemmis

Vote: Motion passed unanimously

#### Purchase of Air Traffic Control (ATC) Tower Equipment

Deputy Director Tim Damrow explained that the air traffic control tower (ATC) at the Missoula Montana Airport is operated under an agreement with SERCO-N.A. Under this agreement, FAA Tech Ops is responsible for general upkeep and maintenance of the equipment and MCAA for replacing equipment as required at the tower facility.

Late last year, staff were notified of an issue with the audio recording equipment located at the air traffic control tower that is limiting access to recordings. Through consultation with local FAA Tech Ops personnel, it was determined that the current equipment is no longer serviceable and in need of replacement. Due to the highly specific nature of the equipment, staff solicited equipment recommendations from the FAA Tech Ops Team and utilized MCAA approved sole-source procurement procedures. Staff are recommending the purchase and installation of a Stancil Audio Recorder from Robinson Aviation Inc. (RVA).

Chair Deb Poteet asked if there were any Board questions or public comments regarding purchase of the air stairs.

Motion: Commissioner Winton Kemmis moved to approve purchase and installation of audio recording equipment from RVA in the amount not to exceed \$25,842.96

Second: Vice Chair Pat Boyle

Vote: Motion passed unanimously

#### INFORMATION/DISCUSSION ITEMS(S)

##### USFS Hangar Door Repairs

Director of Finance and Administration Will Parnell informed the Board that the USFS leases a hangar from the Airport that is currently in need of an emergency repair to the hangar doors which have unexpectedly failed. The Airport has determined that the hangars need immediate repairs and Airport Director Brian Ellestad and Deputy Director Tim Damrow have concurred that emergency procurement methods would be used to move forward as quickly



as possible. As such, the Airport is endeavoring to get a draft contract for repair services in place and will likely call a Special Board Meeting before the February 2025 meeting in order to move this forward expeditiously.

Meeting Adjourned.

MISSOULA COUNTY AIRPORT AUTHORITY  
Special Board Meeting  
January 28, 2025  
Microsoft Teams

THOSE PRESENT

BOARD:

Chair Deb Poteet  
Vice Chair Pat Boyle  
Secretary/Treasurer Adriane Beck  
Commissioner Matt Doucette  
Commissioner Andrew Hagemeyer  
Alternate Commissioner Shane Stack  
Alternate Commissioner Jack Meyer

STAFF:

Director Brian Ellestad  
Deputy Director Tim Damrow  
Director of Finance and Administration Will Parnell  
Legal Counsel Juniper Davis  
Director of Maintenance Nate Cole

OTHERS:

Shaun Shea, Morrison-Maierle  
Travis Frey, Martel Construction  
Cole Jensen, Martel Construction

Chair Deb Poteet called the meeting to order and advised everyone that the meeting was being recorded.

Legal Counsel Juniper Davis performed a roll call of Board members, staff members, and members of the public.

AGENDA

Chair Deb Poteet noted that two Alternate Commissioners could be seated.

Motion: Commissioner Matt Doucette moved to seat Alternate Commissioners Shane Stack and Jack Meyer as regular Commissioners for the duration of the meeting.

Second: Secretary/Treasurer Adriane Beck

Vote: Motion passed unanimously

Chair Deb Poteet asked if there were any changes to the agenda. There were none.

Motion: Vice Chair Pat Boyle moved to approve the agenda.

Second: Secretary/Treasurer Adriane Beck

Vote: Motion Passed Unanimously

PUBLIC COMMENT PERIOD

Chair Deb Poteet asked if there was any public comment on items not on the Board's agenda. There was no public comment.

## NEW BUSINESS

### U.S. Forest Service hangar door repairs

Director of Finance and Administration Will Parnell carried this item and reminded the Board that they had received a lengthy update on this item during the January 28, 2025 Board Meeting. The Missoula County Airport Authority owns a 39,000 square foot hangar which is leased to the U.S. Forest Service (lessee). In early January staff were notified by the USFS that the hangar door is structurally damaged which impedes the lessee's ability to move aircraft in and out of the hangar. Lessee has identified the issue as an emergency. As such, staff utilized emergency procurement to expedite and resolve this issue. The amount of this contract of \$93,500 includes a 10% construction contingency for unexpected expenses that may arise during this repair. The contract type is time and materials with a 3.5% contractor fee. The Airport will continue to work with our insurance company to see if any amount of this repair may be covered under our policy.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the hangar door repairs. Will informed the Board that the deductible for the insurance policy is \$10,000.

Motion: Vice Chair Pat Boyle moved to approve contract with Martel Construction to repair the U.S. Forest Service hangar door in the amount not to exceed \$93,500.

Second: Commissioner Jack Meyer

Vote: Motion passed unanimously

### Property Insurance Valuation Services

Director of Finance and Administration Will Parnell presented this item and informed the Board that the Missoula County Airport Authority, in conjunction with Gallagher, MSO's insurance broker of record, intends to go-to-market in March or April of 2025 to obtain insurance quotations. Information needed prior to submissions to markets include statement of values. The Airport has not had a statement of value on Airport for quite some time. Under this proposal, CBIZ Valuation Group, LLC (CVG) will provide professional data collection and property valuation services for Gallagher on behalf of MSO.

Chair Deb Poteet asked if there were any Board questions or public comments regarding this item.

Motion: Commissioner Jack Meyer moved to approve proposal with CVG to provide property insurance valuation services in the amount not to exceed \$15,000

Second: Vice Chair Pat Boyle

Vote: Motion passed unanimously

## INFORMATION/DISCUSSION ITEMS(S)

Airport Director Brian Ellestad informed the Board that a Montana State Legislator is sponsoring a bill that would revising membership in the Firefighters Unified Retirement System (FURS) to include Missoula County Airport Authority public safety employees. Brian will provide more updates to the Board as this bill moves through the legislature.

Adjournment

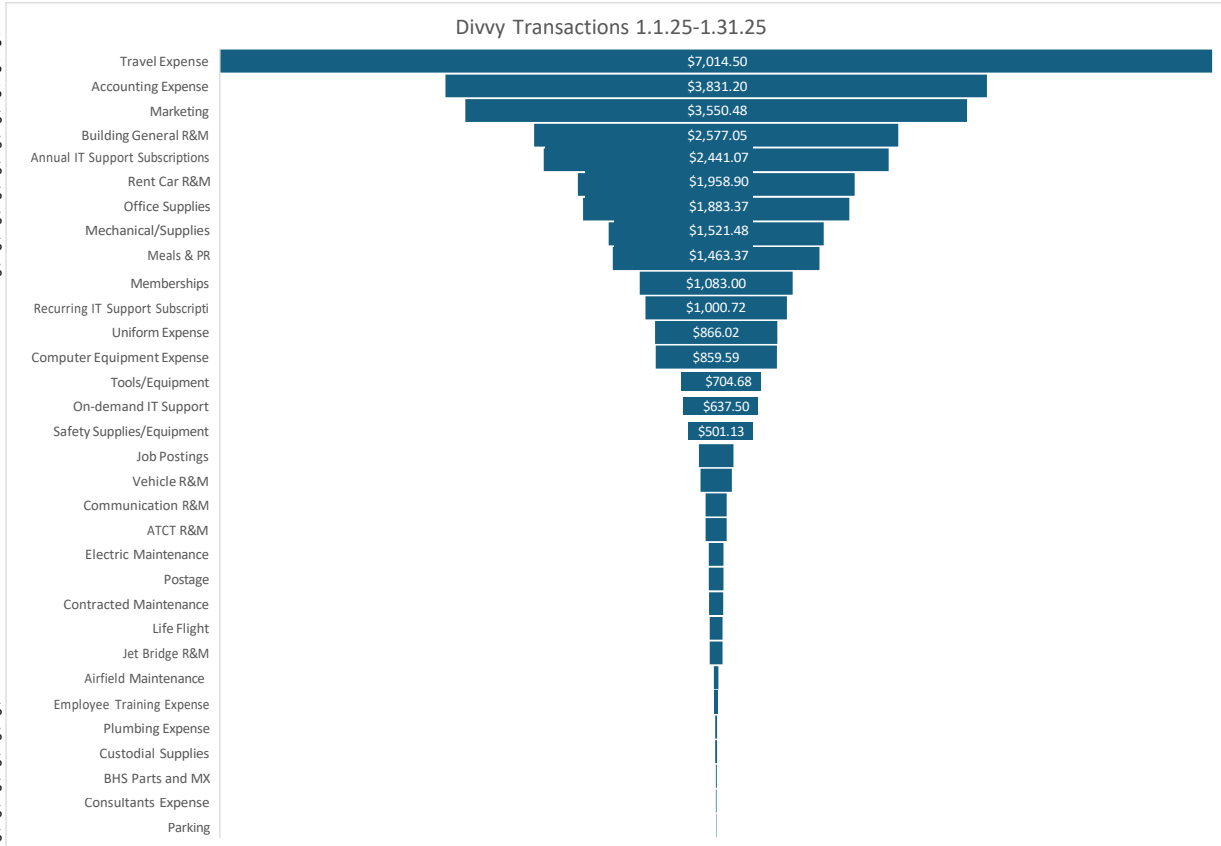
Missoula County Airport Authority  
 Check Register by Account Name  
 01/01/2025 - 01/31/2025

Account Name	Total
Airfield Maintenance	\$ 102.53
Building General R&M	\$ 240.75
CIP PSO Vehicle	\$ 3,662.10
Computer Equipment Expense	\$ 1,282.50
Consultants Expense	\$ 485.00
Contracted Maintenance	\$ 2,543.67
Custodial Services	\$ 37,750.00
Custodial Supplies	\$ 2,852.20
Disposal Expense	\$ 2,941.12
Electric Maintenance	\$ 30.17
Electricity/Gas Expense	\$ 52,986.76
Employee Training Expense	\$ 70.00
Marketing	\$ 4,931.30
Mechanical/Supplies	\$ 75.52
Office Supplies	\$ 1,508.65
Parking – R&M	\$ 582.00
Petroleum Products Expense	\$ 12,450.05
Phone Charges	\$ 1,048.34
Plumbing Expense	\$ 1,284.58
Pre-Paid Expenses	\$ 8,493.10
Reconciliation Discrepancies	\$ 892.53
Rent Car R&M	\$ 399.90
Rental Car Fuel	\$ 7,376.44
Safety Supplies/Equipment	\$ 36.05
Sewer Expense	\$ 3,315.71
Snow & Ice Removal	\$ 15,241.48
Tools/Equipment	\$ 554.00
TPA – EE benefits and Payroll	\$ 5,252.51
Travel Expense	\$ 40.00
Uniform Expense	\$ 123.15
Vehicle R&M	\$ 2,539.11
Water Expense	\$ 4,495.30
<b>Grand Total</b>	<b>\$ 175,586.52</b>

Missoula County Airport Authority  
 Check Register by Vendor Name  
 01/01/2025 - 01/31/2025

Vendor Name	Total
AILEVON PACIFIC AVIATION CONSULTING, LLC	\$ 3,250.00
ALKO SUPPLY	\$ 582.00
BROWN'S SEPTIC	\$ 300.00
CHS MOUNTAIN WEST CO-OP	\$ 20,719.02
City of Missoula	\$ 7,811.01
CULLIGAN	\$ 170.75
ENERGY LABORATORIES	\$ 871.00
FIRST CALL	\$ 1,282.50
GRAINGER	\$ 500.77
GreatAmerica Financial Services	\$ 235.00
GRIZZLY DISPOSAL	\$ 280.00
Hathaway, Stefanie	\$ 40.00
HILLYARD INC	\$ 2,852.20
IMAGE CONCEPTS	\$ 1,681.30
KIMBALL MIDWEST	\$ 994.12
MISSOULA ELECTRIC CO-OP	\$ 1,064.65
MISSOULA OFFICE CITY	\$ 1,203.86
MISSOULA TEXTILE, INC	\$ 543.82
MOUNTAIN SUPPLY	\$ 99.90
MULET, DOMINGO v	\$ 70.00
MURDOCHS	\$ 28.98
NAPA	\$ 1,980.88
NEW DEAL DEICING	\$ 15,241.48
NORCO INDUSTRIAL	\$ 154.16
NORTHWESTERN ENERGY	\$ 51,922.11
OFFICE SOLUTIONS & SERVICES	\$ 134.04
PACIFIC STEEL	\$ 102.53
PLATT ELECTRIC	\$ 30.17
REPUBLIC SERVICES	\$ 2,661.12
RISING FAST v	\$ 37,750.00
S. CONLEY SUPPORT, LLC	\$ 1,071.10
Sirennet	\$ 3,662.10
STANLEY STEEMER of MSLA	\$ 255.00
SWEET PEA SEWER	\$ 762.00
UKG	\$ 5,252.51
VAISALA	\$ 8,493.10
VERIZON	\$ 1,048.34
WORKFORCEQA, LLC	\$ 485.00
<b>Grand Total</b>	<b>\$ 175,586.52</b>

Category name	Total	Percent of spend
Travel Expense	\$7,014.50	21.08%
Accounting Expense	\$3,831.20	11.51%
Marketing	\$3,550.48	10.67%
Building General R&M	\$2,577.05	7.74%
Annual IT Support Subscriptions	\$2,441.07	7.34%
Rent Car R&M	\$1,958.90	5.89%
Office Supplies	\$1,883.37	5.66%
Mechanical/Supplies	\$1,521.48	4.57%
Meals & PR	\$1,463.37	4.40%
Memberships	\$1,083.00	3.26%
Recurring IT Support Subscripti	\$1,000.72	3.01%
Uniform Expense	\$866.02	2.60%
Computer Equipment Expense	\$859.59	2.58%
Tools/Equipment	\$704.68	2.12%
On-demand IT Support	\$637.50	1.92%
Safety Supplies/Equipment	\$501.13	1.51%
Job Postings	\$245.00	0.74%
Vehicle R&M	\$222.00	0.67%
Communication R&M	\$150.84	0.45%
ATCT R&M	\$150.34	0.45%
Electric Maintenance	\$106.09	0.32%
Postage	\$104.87	0.32%
Contracted Maintenance	\$100.99	0.30%
Life Flight	\$93.75	0.28%
Jet Bridge R&M	\$93.47	0.28%
Airfield Maintenance	\$35.99	0.11%
Employee Training Expense	\$27.75	0.08%
Plumbing Expense	\$16.97	0.05%
Custodial Supplies	\$16.46	0.05%
BHS Parts and MX	\$8.91	0.03%
Consultants Expense	\$7.20	0.02%
Parking	\$2.00	0.01%



**\*Employee Training Expense Breakdown**

- Airfield Ground Lightng Intro & Theory Training
- Physical for CDL
- Refund for ACI-NA CFO canceled

**Missoula County Airport Authority (MCAA)**

**Financial Report Narrative**

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 January 31, accounts receivable consisted of the following:

Trade	\$	916,918
Advertising		27,558
Ground Handling		247,822
Grants		2,277,698
Advance Contract Refund		50,842
		<u>\$ 3,520,837</u>

A summary of construction in progress for the east concourse is as follows:

	<u>Balance</u> <u>July 1, 2024</u>	<u>Additions</u>	<u>Balance</u> <u>January 31, 2025</u>
Construction in progress, east concourse:			
Phase 2	31,995,745	11,264,491	43,260,236
Phase 3	<u>1,054,428</u>	<u>2,729,110</u>	<u>3,783,538</u>
Total construction in progress east concourse	<u>33,050,173</u>	<u>13,993,601</u>	<u>47,043,774</u>
			<u>(15,181,280)</u>
			<u>\$ 31,862,494</u>

**Revenue and Expenses as a % of the Annual Budget**

Revenues and expenses are currently 71% and 55% of the annual operating budget, respectively.

**Cash Flow**

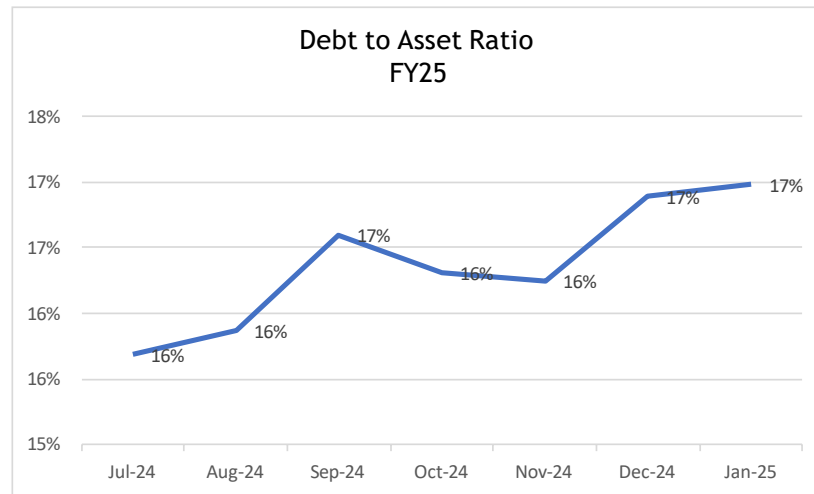
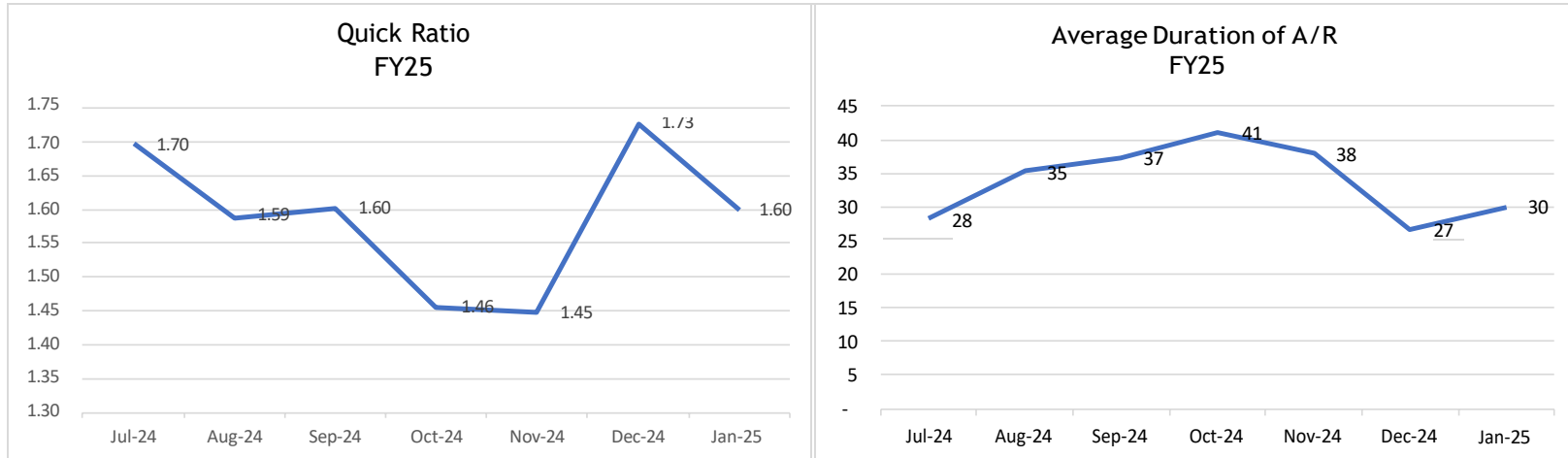
MCAA had positive cash flows from operating, noncapital financing, and investing activities. Capital and related financing activities resulted in negative cash flows.

**Long-term Debt**

MCAA recorded \$583K in debt proceeds and paid approximately 137K in principal during the month of January 2025.



## Financial Ratios Fiscal Year 2025



*Quick Ratio* Ability to pay current obligations using liquid assets.  
*Average Duration of A/R* Average duration of accounts receivable (A/R) or the number of days it takes to collect them.  
*Debt to Asset Ratio* Proportion (or the percentage of) assets that are financed by interest bearing liabilities.

**Missoula County Airport Authority**  
**Balance Sheet Prev Year Comparison**  
As of January 31, 2025

	<u>Jan 31, 25</u>	<u>Jan 31, 24</u>
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Checking/ Savings</b>		
10100 · Petty Cash	300.00	300.00
10500 · General Checking Acct	3,211,083.50	3,232,864.62
10511 · Project Checking Acct	5,000.00	5,000.00
10550 · USFS Account	160,444.49	290,250.65
10560 · Debt Service Account	331.86	90,322.15
10580 · CFC Account	321,928.27	321,635.66
10590 · STIP Terminal Reserve	25,868.73	24,579.03
10600 · STIP	939,346.69	784,618.41
10604 · Money Market Accounts	2,965,068.19	1,992,526.46
10700 · Payroll Checking	320,926.22	-40,979.74
1071 · Bill.com Money In Clearing	3,577.38	19.98
10710 · Flex - FIB	8,525.45	9,721.11
1072 · Bill.com Money Out Clearing	-5,175.30	0.00
10750 · PFC Cash at US BANK	1,652,557.49	812,608.26
<b>Total Checking/ Savings</b>	<u>9,609,782.97</u>	<u>7,523,466.59</u>
<b>Accounts Receivable</b>		
10800 · Accounts Receivable	3,520,837.11	3,604,290.01
<b>Total Accounts Receivable</b>	<u>3,520,837.11</u>	<u>3,604,290.01</u>
<b>Other Current Assets</b>		
10900 · AvSec Fingerprinting Account	1,497.75	1,534.75
11200 · Grants Receivable	0.00	64,733.66
11500 · Pre-Paid Expenses	96,456.60	85,362.06
11600 · Prepaid Insurance	117,967.78	95,473.49
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
26200 · Faber Loan	100,000.00	100,000.00
<b>Total Other Current Assets</b>	<u>1,915,667.76</u>	<u>2,634,382.25</u>
<b>Total Current Assets</b>	<u>15,046,287.84</u>	<u>13,762,138.85</u>
<b>Fixed Assets</b>		
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	69,087,568.09
13300 · Buildings- Ops & Fire	6,661,600.73	6,184,039.07
13450 · Buildings - Other	11,643,143.81	11,409,413.81
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	4,232,749.85	3,762,686.70
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	-107,682,684.75	-99,704,187.93
19400 · Construction in Progress	50,599,119.39	34,890,836.76
<b>Total Fixed Assets</b>	<u>164,953,445.80</u>	<u>146,565,942.38</u>
<b>Other Assets</b>		
11830 · LT Lease Recble GASB 87	737,143.17	2,327,192.18
19610 · Deferred Pension Outflows	978,352.15	738,295.60
19800 · LT Loan - Faber	516,473.13	742,076.37
19901 · GASB 96 Subscription Asset(s)	367,183.34	219,503.60
<b>Total Other Assets</b>	<u>2,599,151.79</u>	<u>4,027,067.75</u>
<b>TOTAL ASSETS</b>	<u><u>182,598,885.43</u></u>	<u><u>164,355,148.98</u></u>

**Missoula County Airport Authority**  
**Balance Sheet Prev Year Comparison**  
As of January 31, 2025

	<u>Jan 31, 25</u>	<u>Jan 31, 24</u>
<b>LIABILITIES &amp; EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
<b>Accounts Payable</b>		
20500 · Accounts Payable	314,986.89	316,483.90
20505 · Accounts Payable - Projects	4,232,387.57	2,405,942.39
<b>Total Accounts Payable</b>	<u>4,547,374.46</u>	<u>2,722,426.29</u>
<b>Credit Cards</b>	11,615.50	18,416.59
<b>Other Current Liabilities</b>		
20800 · Current Portion of L/ T Debt	548,541.91	535,905.68
20805 · GASB 96 Short-term Subscription	70,730.08	20,856.12
20810 · GASB 96 Accrued Interest Liab.	6,226.79	5,343.14
20900 · Fed W/ h Payable	341.30	0.00
21130 · Misc Deductions Payable	-184.32	-184.32
21300 · Valic Payable	-100.00	-100.00
21400 · Workers' Comp Payable	0.01	0.00
21600 · Accrued Vacation/ Sick Payable	709,202.72	649,066.51
21930 · FSB Notes Interest Payable	96,999.64	75,104.25
22140 · Advertising Deferred Revenue	12,500.00	12,500.00
24000 · Payroll Liabilities	6,157.72	-6,899.77
<b>Total Other Current Liabilities</b>	<u>1,450,415.85</u>	<u>1,291,591.61</u>
<b>Total Current Liabilities</b>	<u>6,009,405.81</u>	<u>4,032,434.49</u>
<b>Long Term Liabilities</b>		
20502 · 2022 Note	15,181,279.74	7,475,279.74
25030 · 2019 Note A	13,316,800.00	13,316,800.00
25035 · 2019 Note B	2,507,928.20	3,052,198.95
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	1,619,932.50	1,319,148.00
25809 · GASB 96 Long-term Subscription	170,606.16	11,892.66
26010 · Pension Liability sum	4,406,660.00	3,772,163.00
26110 · Deferred Pension Inflows	199,506.00	358,401.00
26300 · Deferred Lease Inflow GASB 87	2,125,301.62	3,616,418.14
<b>Total Long Term Liabilities</b>	<u>38,979,472.31</u>	<u>33,116,393.81</u>
<b>Total Liabilities</b>	<u>44,988,878.12</u>	<u>37,148,828.30</u>
<b>Equity</b>	<u>137,610,007.31</u>	<u>127,206,320.68</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>182,598,885.43</u></u>	<u><u>164,355,148.98</u></u>

**Missoula County Airport Authority**  
**Profit & Loss Prev Year Comparison**  
 January 2025

	<u>Jan 25</u>	<u>Jan 24</u>
Ordinary Income/Expense		
Income		
30100 · Signatory Landing Fees	49,837.09	38,213.23
30200 · Non Sig Landing Fees	11,260.84	10,873.12
30210 · Cargo Landing Fees	5,716.87	5,393.27
30300 · Non-Based Landing Fees	7,384.92	11,799.84
30400 · Signatory Rent	41,875.63	40,606.66
30420 · Non-Sig Use Fees	14,795.00	14,344.20
30430 · Signatory Use Fee	56,016.25	43,680.78
30500 · Equipment/Space/Services	400.00	0.00
30507 · Advertising Income	29,298.00	27,676.09
30509 · Ground Handling	128,911.60	59,418.10
30600 · FBO Rentals	22,291.17	21,671.95
30800 · Fuel Flowage Fees	5,041.30	5,464.40
30900 · Fuel Farm Leases	379.67	369.12
31000 · Coffee Concession	873.31	810.46
31100 · Restaurant	14,309.07	11,663.56
31110 · Liquor Concessions	9,394.48	10,422.78
31300 · Rental Car %	71,993.34	68,387.74
31400 · Rent Car Rent	15,179.80	15,179.80
31600 · Rent Car Fuel	16,387.70	0.00
31900 · USFS Hangar Rent	20,826.51	20,810.46
32100 · Gift Shop Faber	17,401.97	16,035.58
32200 · Travel Agency	0.00	439.31
32400 · Parking Lot	337,313.19	244,660.73
32800 · Ag Land Leases	2,996.67	2,996.67
32900 · Non-Aeronautical Ground Rent	40,272.22	30,247.31
32910 · Aeronautical Ground Rent	16,101.85	12,571.95
33000 · Vending	2,149.44	1,827.39
33800 · Off Airport Rent Cars	412.39	640.84
34000 · Utilities Reimbursement	3,051.56	2,553.39
34200 · Miscellaneous Income	3,328.92	1,814.20
34300 · Ground Transport	4,654.00	7,741.53
42700 · Drain Pumping Fee	260.00	260.00
81402 · TSA LEO Reimbursement	0.00	10,059.50
81403 · TSA Checkpoint OTA	1,231.66	1,231.66
85000 · Petro Fund Reimbursement	218.66	1,138.75
85100 · Badging Fees Collected	40.00	1,398.00
Total Income	<u>951,605.08</u>	<u>742,402.37</u>
Gross Profit	951,605.08	742,402.37

**Missoula County Airport Authority**  
**Profit & Loss Prev Year Comparison**  
January 2025

	Jan 25	Jan 24
<b>Expense</b>		
40100 · Wages	357,585.05	307,434.92
40330 · Overtime Wages	10,481.60	7,253.43
40600 · Fringe Benefits Expense	125,866.89	115,703.70
40800 · Legal Services	0.00	874.25
41200 · Insurance Expense	23,593.55	19,094.69
41300 · Accounting Expense	0.00	4,632.83
41400 · Phone Charges	3,476.71	3,365.47
41600 · Phone R&M	0.00	109.22
41800 · Communication R&M	150.84	6.00
42000 · Office Supplies	2,601.44	4,095.84
42100 · Computer Equipment Expense	306.89	560.43
42200 · Electricity/Gas Expense	56,458.30	74,463.65
42400 · Water Expense	4,869.06	3,940.47
42500 · Sewer Expense	2,919.88	1,897.49
42600 · Disposal Expense	2,941.10	2,661.12
42800 · Disposal-Industrial	-283.81	0.00
43000 · Petroleum Products Expense	13,013.62	20,593.79
43400 · Vehicle R&M	13,616.02	5,349.62
43800 · Tools/Equipment	1,953.95	2,037.61
44100 · Custodial Services	38,461.00	45,636.82
44200 · Contracted Maintenance	11,834.06	26,220.52
44302 · Jet Bridge R&M	93.47	149.94
44400 · Electric Maintenance	834.12	0.00
44600 · Plumbing Expense	78.78	431.73
44800 · Mechanical/Supplies	1,638.81	0.00
45000 · Building General R&M	2,682.74	11,128.60
45104 · Rent Car R&M	3,094.46	2,454.80
45105 · ATCT R&M	150.34	0.00
45107 · BHS Parts and MX	8.91	0.00
45203 · Airfield Maintenance	-1,098.38	-1,061.08
45400 · Landside Maintenance	808.00	-27.98
45600 · Airfield Lighting R&M	0.00	246.37
45703 · Fog Abatement	0.00	255.82
45800 · Snow & Ice Removal	68,805.43	25,732.92
46000 · Custodial Supplies	5,332.26	4,883.63
46400 · Uniform Expense	1,655.99	2,842.24
46600 · Employee Training Expense	922.75	695.00
46800 · Travel Expense	7,828.87	11,116.32
47000 · Memberships	2,000.69	1,189.00
47200 · Safety Supplies/Equipment	544.69	1,121.50
47400 · Meals & PR	1,538.42	1,450.37
47501 · Marketing	23,537.56	20,642.53
47600 · Consultants Expense	302.20	3,653.00
47605 · Landing Fee Commission Expense	1,476.98	2,359.97
49100 · Fingerprint/STA Charges	0.00	1,425.00
49200 · Petro Cleanup (MT Petro Board)	218.66	1,138.75
49202 · Badging Expenses	978.34	0.00
49203 · Badging / Compliance Contracts	40,575.00	0.00
49204 · Employee Screening	4,520.00	0.00
49205 · Annual IT Support Subscriptions	4,469.31	0.00
49206 · On-demand IT Support	1,871.67	0.00
49207 · Recurring IT Support Subscripti	1,000.72	0.00
49208 · Rental Car Fuel	15,316.26	0.00
49300 · Parking	2.00	0.00
80600 · Miscellaneous Expense	736.43	697.57
80611 · BANK Charges	-270.23	-55.25
80625 · TPA – EE benefits and Payroll	880.00	990.00
80650 · Finance Charges	411.87	170.24
<b>Total Expense</b>	<b>862,793.27</b>	<b>739,562.86</b>
<b>Net Ordinary Income</b>	<b>88,811.81</b>	<b>2,839.51</b>
<b>Other Income/Expense</b>		
<b>Other Income</b>		
31500 · CFCs	49,440.00	41,656.00
70200 · Interest Income-Unrestricted	10,085.25	6,629.55
70400 · Project Restricted Interest	40.08	39.66
89010 · Federal Programs		
89000 · Airport Improvement Grants	1,635,666.95	920,692.32
89500 · PFC Contributions	127,984.76	119,058.48
<b>Total 89010 · Federal Programs</b>	<b>1,763,651.71</b>	<b>1,039,750.80</b>
<b>Total Other Income</b>	<b>1,823,217.04</b>	<b>1,088,076.01</b>
<b>Other Expense</b>		
80140 · Note 2019A Interest Expense	43,562.35	45,085.96
80145 · Note 2019 B Interest Expense	6,289.06	7,739.21
80150 · Note 2022 Interest Expense	51,600.00	23,796.30
80300 · Depreciation	682,596.73	658,645.69
<b>Total Other Expense</b>	<b>784,048.14</b>	<b>735,267.16</b>
<b>Net Other Income</b>	<b>1,039,168.90</b>	<b>352,808.85</b>
<b>Net Income</b>	<b>1,127,980.71</b>	<b>355,648.36</b>

Missoula County Airport Authority  
**Profit & Loss Budget Performance**  
 January 2025

Ordinary Income/ Expense	Jan 25	Budget	Jul '24 - Jan 25	YTD Budget	Annual Budget	
<b>Income</b>						
30100 · Signatory Landing Fees	49,837	40,162	428,458	375,910	649,346	66%
30200 · Non Sig Landing Fees	11,261	12,969	151,801	164,103	274,281	55%
30210 · Cargo Landing Fees	5,717	4,226	41,658	32,807	53,736	78 %
30220 · Charter Landing Fees	0		0	0	0	
30300 · Non-Base d Landing Fees	7,385	14,510	167,743	145,073	187,849	89%
30400 · Signatory Rent	41,876	41,876	293,129	293,132	502,512	58 %
30410 · Non-Sig Turn Fees	0		0	0	0	
30420 · Non-Sig Use Fees	14,795	18,300	208,384	233,388	363,852	57%
30430 · Signatory Use Fee	56,016	46,364	515,846	458,376	759,424	68%
30500 · Equipment/ Space/ Services	400		2,400			
30507 · Advertising Income	29,298	24,799	139,687	128,585	225,000	62%
30509 · Ground Handling	128,912	78,645	617,498	630,514	1,060,001	58 %
30600 · FBO Rentals	22,291	22,722	156,038	161,388	274,998	57%
30800 · Fuel Flowage Fees	5,041	5,276	57,408	74,666	105,001	55%
30900 · Fuel Farm Leases	380	375	2,658	2,625	4,500	59 %
31000 · Coffee Concession	873	805	7,223	6,225	11,250	64%
31100 · Restaurant	14,309	10,351	126,483	85,946	150,002	84%
31110 · Liquor Concessions	9,394	10,901	97,055	89,223	150,000	65%
31300 · Rental Car %	71,993	67,061	1,806,260	1,451,953	2,100,000	86%
31400 · Rent Car Rent	15,180	13,750	106,259	96,250	165,000	64%
31600 · Rent Car Fuel	16,388	17,866	272,821	232,969	358,030	76 %
31900 · USFS Hangar Rent	20,827	21,252	145,770	148,764	255,024	57%
32100 · Gift Shop Faber	17,402	16,870	213,077	202,627	325,001	66%
32200 · Travel Agency	0		879	0	0	
32400 · Parking Lot	337,313	263,235	2,543,933	1,918,447	3,600,001	71%
32800 · Ag Land Leases	2,997	3,083	20,977	21,581	36,996	57%
32900 · Non-Aeronautical Ground Rent	40,272	29,600	223,383	207,200	355,200	63%
32910 · Aeronautical Ground Rent	16,102	12,841	80,607	69,048	109,999	73%
33000 · Vending	2,149	1,001	21,480	9,590	15,999	134%
33800 · Off Airport Rent Cars	412	683	35,856	25,920	40,001	90%
34000 · Utilities Reimbursement	3,052	3,128	21,763	20,666	35,005	62%
34200 · Miscellaneous Income	3,329	1,539	143,332	36,473	40,001	358 %
34300 · Ground Transport	4,654	8,014	114,092	125,609	175,000	65%
34500 · Glycol Disposal	0	0	0	0	15,000	0%
42700 · Drain Pumping Fee	260	260	1,820	1,820	3,120	58 %
81402 · TSA LEO Reimbursement	0		0	0	0	
81403 · TSA Checkpoint OTA	1,232	1,250	8,622	8,750	15,000	57%
85000 · Petro Fund Reimbursement	219		6,951			
85100 · Badging Fees Collected	40	1,299	10,554	9,447	15,000	70 %
<b>Total Income</b>	<b>951,606</b>	<b>795,013</b>	<b>8,791,905</b>	<b>7,469,075</b>	<b>12,431,129</b>	<b>71%</b>
<b>Gross Profit</b>	<b>951,606</b>	<b>795,013</b>	<b>8,791,905</b>	<b>7,469,075</b>	<b>12,431,129</b>	

Missoula County Airport Authority  
**Profit & Loss Budget Performance**  
 January 2025

Expense	Jan 25	Budget	Jul '24 - Jan 25	YTD Budget	Annual Budget	
40100 · Wa g e s	357,585	297,414	2,522,706	2,321,748	4,129,178	61%
40330 · Ove rtim e Wa g e s	10,482	8,452	59,971	39,217	90,000	67%
40600 · Fringe Bene fits Expense	125,867	134,917	901,553	949,340	1,710,519	53%
40800 · Lega l Services	0	1,145	3,882	14,322	29,999	13%
41200 · Insu rance Expense	23,594	25,030	141,331	174,679	300,000	47%
41300 · Accou nting Expense	0	4,490	79,034	79,065	83,951	94%
41400 · Phone Charges	3,477	3,479	24,110	25,159	45,499	53%
41600 · Phone R&M	0		0	0	0	
41800 · Com m unication R&M	151	6	17,769	9,169	21,395	83%
42000 · Office Supplies	2,601	3,076	26,265	23,185	36,449	72%
42100 · Compu te r Equipm ent Expense	307	168	69,425	34,009	38,952	178%
42200 · Electric ity/ Gas Expense	56,458	79,062	319,006	340,594	614,999	52%
42400 · Wa ter Expense	4,869	4,517	41,928	41,037	72,001	58%
42500 · Se we r Expense	2,920	2,873	19,168	32,658	43,990	44%
42600 · Dispos al Expense	2,941	2,727	20,411	24,779	39,999	51%
42800 · Dispos al-Indu stria l	(284)	0	1,245	3,275	6,476	19%
43000 · Petrole um Products Expense	13,014	26,336	43,632	75,170	115,212	38%
43400 · Vehic le R&M	13,616	6,262	52,728	61,883	106,264	50%
43600 · Equipm ent Rental	0	0	329	2,625	2,625	13%
43800 · Tools/ Equipm ent	1,954	2,679	36,055	40,272	79,863	45%
44000 · Landscap ing Expense	0	0	548	254	12,924	4%
44100 · Custod ia l Services	38,461	48,132	281,981	314,061	530,000	53%
44200 · Contra ct ed Ma intenance	11,834	15,275	80,429	93,302	168,317	48%
44302 · Jet Bridge R&M	93	406	1,086	13,362	17,501	6%
44400 · Electric Ma intenance	834	0	8,619	4,789	12,000	72%
44600 · Plum bing Expense	79	936	4,855	3,001	11,999	40%
44800 · Mechanica l/ Supplies	1,639	0	3,185	22,739	25,000	13%
45000 · Build ing Gene ral R&M	2,683	4,883	9,455	16,432	24,999	38%
45104 · Rent Ca r R&M	3,094	609	37,211	9,141	14,998	248%
45105 · ATCT R&M	150	0	1,482	0	5,000	30%
45106 · USFS Hang ar R&M	0	0	377	2,594	5,001	8%
45107 · BHS Pa rts and MX	9	0	3,458	55,356	75,000	5%
45203 · Airfie ld Ma intenance	(1,098)	(889)	5,121	12,128	58,885	9%
45400 · Land sid e Ma intenance	808	(10)	5,167	24,225	29,000	18%
45600 · Airfie ld Light ing R&M	0	166	1,105	13,208	15,900	7%
45703 · Fog Abate m ent	0	454	773	2,066	3,240	24%
45800 · Snow & Ice Rem oval	68,805	28,635	102,875	217,757	282,079	36%
46000 · Custod ia l Supplies	5,332	3,404	49,089	48,298	70,002	70%
46400 · Uniform Expense	1,656	3,866	46,942	32,781	59,580	79%
46600 · Em ployee Training Expense	923	1,107	27,078	80,427	128,843	21%
46800 · Travel Expense	7,829	12,793	56,941	45,721	146,003	39%
47000 · Mem berships	2,001	1,446	29,237	34,224	43,196	68%
47200 · Sa fe ty Supplies/ Equipm ent	545	1,352	17,753	7,498	44,172	40%
47303 · Wild life Mitigation	0	667	1,970	4,669	8,004	25%
47400 · Mea ls & PR	1,538	1,598	23,067	26,737	38,303	60%
47501 · Ma rke ting	23,538	30,402	118,837	169,608	300,001	40%
47600 · Consu ltants Expense	302	12,998	12,127	20,009	123,449	10%
47605 · Land ing Fee Com mission Expense	1,477	2,703	28,786	27,029	34,998	82%
47707 · Display Expense s	0	0	0	1,225	2,500	0%
47717 · VIC Expense s	0	125	0	875	1,500	0%
49100 · Fing er print/ STA Charges	0		(600)			
49200 · Petro Clean up (MT Petro Board)	219		6,951			
49202 · Badging Expense s	978	433	1,992	3,031	5,196	38%
49203 · Badging / Com pliance Contra cts	40,575	2,150	48,525	15,050	25,800	188%
49204 · Em ployee Scree ning	4,520	4,167	16,267	29,169	50,004	33%
49205 · Annu al IT Support Subsc ript ions	4,469	3,833	23,469	26,831	45,996	51%
49206 · On-dem and IT Support	1,872	4,167	24,825	29,169	50,004	50%
49207 · Recurring IT Support Subsc ripti	1,001	3,229	17,585	22,603	38,748	45%
49208 · Rental Car Fuel	15,316	16,458	278,924	226,553	350,310	80%
49209 · ISS CCURE/ accesscontrol/ camera	0	4,583	0	32,081	54,996	0%
49300 · Parking	2		855			
66900 · Re concilia tion Discrepancies	736		776			
80600 · Miscella neous Expense	0	222	2,961	598	602	492%
80611 · BANK Charges	(270)	(279)	(941)	3,041	2,999	-31%
80625 · TPA – EE bene fits and Payroll	880	2,458	19,465	17,206	29,496	66%
80650 · Finance Charges	412		1,604			
80810 · Bad Debt - non based	0		1,737			
89610 · Misc.- ATCT	0		215			
<b>Total Expense</b>	<b>862,794</b>	<b>815,112</b>	<b>5,784,712</b>	<b>6,001,034</b>	<b>10,513,916</b>	<b>55%</b>
<b>Net Ordinary Income</b>	<b>88,812</b>	<b>(20,099)</b>	<b>3,007,193</b>	<b>1,468,041</b>	<b>1,917,213</b>	
<b>Net Income</b>	<b>88,812</b>	<b>(20,099)</b>	<b>3,007,193</b>	<b>1,468,041</b>	<b>1,917,213</b>	

# MISSOULA COUNTY AIRPORT AUTHORITY OPERATING REVENUES & OPERATING EXPENSES For the Period Ended January 31, 2025 and 2024

	July - Jan 25	July - Jan 24	\$ DIFF.	% DIFF.	July - Jan 25 % of Gross	July - Jan 24 % of Gross	Change
<b>Passenger Airline Aeronautical Revenue:</b>							
Passenger airline landing fees (signatory & non-signatory), net air incentives	\$ 580,259	\$ 495,250	\$ 85,009	17%	7%	7%	-1%
Terminal arrival fees, rents and utilities, net air incentives	1,017,359	899,037	118,322	13%	12%	13%	-1%
<b>Total</b>	<b>1,597,618</b>	<b>1,394,287</b>	<b>203,331</b>	<b>15%</b>	<b>18%</b>	<b>20%</b>	<b>-2%</b>
<b>Non-Passenger Aeronautical Revenue:</b>							
Landing Fees from Cargo	41,658	41,864	(207)	0%	0%	1%	0%
Landing Fees GA, Military & USFS	167,743	117,979	49,765	42%	2%	2%	0%
FBO revenue; contract or sponsor-operated	158,696	156,514	2,182	1%	2%	2%	0%
Cargo and hangar rentals (USFS hanger & aeronautical ground rent)	226,376	213,251	13,125	6%	3%	3%	-1%
Fuel sales and fuel flowage fees	330,229	77,330	252,899	327%	4%	1%	3%
Security Reimbursements from Fed govt.	8,622	72,961	(64,340)	-88%	0%	1%	-1%
Other non-passenger operating revenue (ground handling)	617,498	476,367	141,131	30%	7%	7%	0%
<b>Total</b>	<b>1,550,822</b>	<b>1,156,266</b>	<b>394,556</b>	<b>34%</b>	<b>18%</b>	<b>17%</b>	<b>1%</b>
<b>Non-Aeronautical Revenue:</b>							
Land and non-terminal facility leases and revenues (ag lease & non-aeronautical ground rent)	223,383	231,417	(8,034)	-3%	3%	3%	-1%
Terminal-food and beverage	230,761	188,420	42,342	22%	3%	3%	0%
Terminal-retail stores & duty free	213,077	192,609	20,468	11%	2%	3%	0%
Terminal-services and other (advertising, vending, other)	162,046	164,090	(2,045)	-1%	2%	2%	-1%
Rental cars-excludes customer facility charges	1,948,374	1,611,280	337,094	21%	22%	23%	-1%
Parking	2,543,933	1,783,081	760,853	43%	29%	26%	3%
Other (flight crew parking, badging, utilities reimbursement, other)	207,799	78,818	128,981	164%	2%	1%	1%
Ground transportation	114,092	121,343	(7,250)	-6%	1%	2%	0%
<b>Total</b>	<b>5,643,465</b>	<b>4,371,056</b>	<b>1,272,409</b>	<b>29%</b>	<b>64%</b>	<b>63%</b>	<b>1%</b>
<b>Total Operating Revenue</b>	<b>\$ 8,791,905</b>	<b>\$ 6,921,610</b>	<b>\$ 1,870,295</b>	<b>27%</b>	<b>100%</b>	<b>100%</b>	
<b>Operating Expenses</b>							
Personnel compensation and benefits	\$ 3,481,647	\$ 3,091,452	\$ 390,195	13%	60.19%	57.65%	3%
Communications and utilities	425,867	427,824	(1,957)	0%	7.36%	7.98%	-1%
Supplies and materials	844,333	870,485	(26,152)	-3%	14.60%	16.23%	-2%
Contractual services	891,535	839,332	52,202	6%	15.41%	15.65%	0%
Insurance, claims and settlements	141,331	133,257	8,075	6%	2.44%	2.49%	0%
<b>Total Operating Expenses</b>	<b>\$ 5,784,712</b>	<b>\$ 5,362,350</b>	<b>\$ 422,363</b>	<b>8%</b>	<b>100%</b>	<b>100%</b>	
<b>Net Operating Income</b>	<b>\$ 3,007,193</b>	<b>\$ 1,559,260</b>	<b>\$ 1,447,933</b>				



**MISSOULA COUNTY AIRPORT AUTHORITY**  
**STATEMENT OF CASH FLOW**  
For the Month Ended January 31, 2025

	<u>31-Jan</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Cash received from customers	\$ 843,818
Cash paid to suppliers	(302,422)
Cash paid to employees and employee benefits	<u>(433,052)</u>
Net cash flows from operating activities	<u>108,344</u>
 <b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>	
Payments for capital assets	(1,767,295)
Interest paid on long-term debt	(288,498)
Proceeds on long-term debt	583,000
Principal payments on long-term debt	(137,337)
Federal contributions	1,126,027
Subsequent collections of capital contributions	<u>8,312</u>
Net cash flows from capital and related financing activities	<u>(475,791)</u>
 <b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>	
Customer facility charges	49,440
Passenger facility charges	<u>127,985</u>
Net cash flows from noncapital financing activities	<u>177,425</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Interest and investment revenue	<u>10,125</u>
Net cash flows from investing activities	<u>10,125</u>
Net change in cash and investments	(179,897)
Cash and investments, beginning of January, 2025	<u>9,789,680</u>
Cash and investments, end of January, 2025	<u>\$ 9,609,783</u>

	<u>31-Jan</u>
<b>RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Income from operations	\$ <u>88,812</u>
Adjustments to reconcile loss from operations to net cash flows from operating activities:	
Change in receivables and other assets	(105,287)
Change in prepaid expenses	41,105
Change in unearned revenue, advance payment, and deferred inflows	(4,723)
Change in accounts payable and accrued expenses	<u>88,438</u>
Total adjustments	<u>19,532</u>
Net cash flows from operating activities	<u>\$ 108,344</u>

**MISSOULA COUNTY AIRPORT AUTHORITY  
LONG-TERM DEBT  
For the Month Ended January 31, 2025**

FY 2025	Balance June 30, 2024	Proceeds from Borrowing	Payments	Balance January 31, 2025
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	-	(409,570)	2,507,928
Note payable to First Security Bank of Missoula - series 2022	<u>10,871,280</u>	<u>4,310,000</u>	<u>-</u>	<u>15,181,280</u>
	<u>\$ 27,105,578</u>	<u>\$ 4,310,000</u>	<u>\$ (409,570)</u>	<u>\$ 31,006,008</u>

Note payable activity for the month ended January 31, 2025:	Amount
Proceeds from Borrowing	\$ 583,000
Payments	\$ 137,337

Current estimated debt service payment; payable April 1, 2025	Principal	Interest	Total
*Note payable to First Security Bank of Missoula - series 2019A	\$ -	\$ 130,687	\$ 130,687
**Note payable to First Security Bank of Missoula - series 2019B	138,969	18,867	157,836
***Note payable to First Security Bank of Missoula - series 2022	<u>-</u>	<u>154,800</u>	<u>154,800</u>
	<u>\$ 138,969</u>	<u>\$ 304,354</u>	<u>\$ 443,323</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  
February 21, 2025**

**Director's Statement:** January ended with an increase of 14.7% more enplaned passengers as compared January of 2024. This is our 12<sup>th</sup> month in a row with monthly increases and the 9<sup>th</sup> month in a row exceeding our previous monthly records. Across the United States January ended at 101.9% of 2024 so we greatly surpassed national numbers.

**Legislative:** Currently we continue to operate under a second Continuing Resolution that is effective through March 14, 2025. House and Senate are working on their separate proposals with the Senate making some progress, at this point we will see if we get a third Continuing Resolution, full year budget or government shut down. At the end of March, I will be traveling to DCA to attend a Legislative Conference that is hosted jointly by American Association of Airport Executives and Airport Council International. I am also hoping to meet with our Montana delegation.

Montana Legislature is also in session, we continue to watch potential bills and work with our Montana Airport Managers Association lobbyist on any pending legislation. As mentioned at last week's Special Board meeting, our Public Safety Department has been trying to be included in a 20-year retirement since they are both police and firefighters, LC 3722 would allow them to be included. This has been up in front of the Legislature multiple previous years, we will see what this year brings.

**Board Agenda:** Numerous items this month!

Award of Beverage Vending RFP to Coca Cola Bottling High Country  
Contract for Snack/Food Vending services with Faber, Coe and Gregg  
Lease with Williams Heating for 3959 Whippoorwill  
Grant Creek Restoration MOU with the City of Missoula  
Runway Reconstruction Reimbursable Agreements  
Award of On-Airport Rental Car Concession RFP

**Misc:** State Aviation Conference is in town February 27<sup>th</sup> – March 1<sup>st</sup>, if anyone is interested, please let me know. We will be hosting members of the Montana Airport Managers Association on Thursday evening, February 27<sup>th</sup>, a good opportunity to meet other state airport management staff and fellow Airport Board members.

This past week we have a contractor on site swapping out aircraft fire fighting foam on our airport fire trucks. We are switching to a Fluorine-Free Foam (F3), away from the past industry standard of Aqueous Film Forming Foam which contained PFAS. Congress directed the FAA to prepare a transition plan back in 2022. We will be one of the first in the state to complete the transition. I'm happy to give you a tour to see the process if interested. Currently we have completed one of our three firefighting trucks so they should be here for a couple more weeks.

On January 29<sup>th</sup> I presented to the Sun Rise Rotary group, well attended and great questions by the group.

Mark your calendar! We are planning a ribbon cutting for our terminal phase 2 opening on Thursday May 15<sup>th</sup>. We will be reaching out to our many partners and media to show off and open our facility. This will be the second piece that will be delivered ahead of schedule and below budget!

# Missoula County Airport Authority

## Agenda Action Sheet

Meeting Date: February 25, 2025

1. **TITLE:** Award of Beverage Vending RFP to Coca Cola Bottling High Country  
  
Review, discussion, and possible award of Beverage Vending RFP  
**ACTION ITEM.**
2. **AGENDA CATEGORY:** (Please highlight)  
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** The current agreement for beverage vending at Missoula Airport expires on June 30<sup>th</sup>, 2025. The airport currently contracts with Pepsi-Cola of Missoula for Beverage Vending at various locations throughout the terminal. Due to limited space in the new terminal, vending placements will be limited to 3 locations, each with one beverage and one snack vending unit. This is a net reduction from the current agreement as machines in the temporary rental car facility will no longer be required. The RFP was published on December 18th, 2024. The proposals were due on January 17, 2025, with three proposals being received: 1. Coca-Cola Bottling Company (Beverage); 2. Pepsi-Cola of Missoula (Snack, Beverage) and 3. Faber Coe & Gregg of Florida, Inc. (Snack and Beverage). A committee of staff members reviewed and scored the proposals. After review, the committee is recommending awarding the Beverage Vending RFP to Coca Cola Bottling Company High Country. Coca Cola proposed the highest minimum annual guarantee of all responses received. If approved, staff will work Coca Cola Bottling Company High Country to bring a final contract for beverage vending services to the March Board Meeting.
5. **BUDGET INFORMATION:** N/A
6. **SUPPLEMENTAL AGENDA INFORMATION:** Coca Cola Bottling Company High Country Proposal
7. **RECOMMENDED MOTION:** Move to award the beverage vending RFP to Coca Cola Bottling Company High Country.
8. **PREPARED BY:** Tim Damrow, Deputy Director



# Missoula

## MONTANA AIRPORT

REQUEST FOR PROPOSALS FOR  
VENDING SERVICES

DATE: JANUARY 17, 2025



## 1. GENERAL INFORMATION AND QUALIFICATIONS



### a) **History of Coca-Cola Bottling High Country:**

Coca-Cola Bottling Company High Country is a family-owned regional bottler of Coca-Cola products, established in 1956. The company operates primarily in several states across the United States, including Colorado, Minnesota, Montana, North Dakota, South Dakota, Utah, and Wyoming. Its operations encompass a wide range of beverages beyond just Coca-Cola soft drinks; it distributes hundreds of varieties that include sparkling soft drinks as well as still beverages such as sports drinks, bottled waters, juices and juice drinks, teas, energy drinks, and coffee.

### **Core Values and Principles**

The guiding principle of Coca-Cola Bottling Company High Country is encapsulated in their motto: "Honor God In All That We Do."<sup>11</sup> This reflects a commitment to ethical practices and moral integrity within the business framework. The company emphasizes four foundational values: Honesty, Integrity, Trust, and Respect. These values are not merely statements but are actively instilled in employees through leadership practices aimed at fostering personal growth and development.

The leadership at Coca-Cola Bottling Company High Country plays a crucial role in promoting these core values among employees. They focus on developing servant leaders—individuals who prioritize the needs of others while leading by example. This approach not only enhances employee morale but also strengthens the company's culture by encouraging a collaborative environment where everyone feels valued.

### **Customer Service**

Coca-Cola Bottling Company High Country places a strong emphasis on building and maintaining relationships with its customers, which is crucial for the company's long-term success. This customer-centric approach involves several key strategies:

**Quality Products:** Coca-Cola Bottling Company High Country focuses on providing high-quality beverage products that meet the diverse needs of its clients. By ensuring product quality, the company can foster trust and satisfaction among its customers.

**Reliable Service:** Alongside product quality, reliable service is a cornerstone of Coca-Cola Bottling Company High Country's strategy. This includes timely delivery, efficient customer support, and responsiveness to client needs. Such reliability helps in establishing a dependable partnership.

**Supporting Client Growth:** The company actively seeks to support its clients in growing their businesses. This could involve offering marketing support, promotional materials, or insights into consumer trends that can help clients make informed decisions about their beverage offerings.

**Long-Term Partnerships:** By focusing on these elements—quality, reliability, and support—Coca-Cola Bottling Company High Country aims to create long-term partnerships with its clients. This is evident in their relationship with significant accounts like the University of Montana.

**Exclusive Contracts:** The exclusive beverage contract with the University of Montana since 2002 highlights Coca-Cola Bottling Company High Country's ability to secure long-term agreements through effective relationship management and service delivery. Coca-Cola Bottling Company High Country services 108 vendors on campus.

**Mutual Success:** Ultimately, the goal of this customer-centric approach is mutual success; as Coca-Cola Bottling Company High Country supports its clients in achieving their business objectives, it also secures its own position in the market.

In summary, Coca-Cola Bottling Company High Country's commitment to building strong relationships through quality products and reliable service is essential for fostering long-term partnerships and ensuring mutual success with its customers.

b) List of Owner and Management

M. Trevor Messinger	President & Chief Executive Officer	25 years' experience
Trask Messinger	Chief Commercial Officer	25 years' experience
Tura Synhorst	Executive V. P. of Corporate Affairs	20 years' experience
Cary Griswold	Chief Financial Officer	20 years' experience
Karen Satrang Holloway	Chief Operating Officer	25 years' experience
M. Drake Messinger	Vice President of Sales	5 years' experience
Tom Senter	Sales Divion Director, Missoula	26 years' experience
Brad Kraft	Sales Center Manager, Missoula	22 years' experience
Tristan Baker	On Premise Manager, Missoula	18 years' experience
Franki Pileggi	Business Development Manager, Missoula	3 years' experience

c) Financial Resources

- |                            |              |                                      |
|----------------------------|--------------|--------------------------------------|
| 1. Wells Fargo             | 605-394-3947 | PO Box 1040, Rapid City, SD, 57709   |
| 2. South Eastern Container | 704-667-0101 | PO Box 102726, Atlanta, GA, 30368    |
| 3. Dr Pepper/7up Inc       | 972-673-7000 | PO Box 869077, Plano, TX, 75086-9077 |

d) Evidence of DBE Certification - **None**

2) **VENDING INFORMATION AND OPERATIONS PLAN**

a) **Proposed percentage of gross receipts and Minimum Annual Guarantee to be paid to MCAA;**

- I. Coca-Cola Bottling Company High Country agrees to pay 40% of cash collected for all Coca-Cola owned vending within the Missoula County Airport Terminal.
- II. Coca-Cola Bottling Company High Country agrees to Minimum Annual Guarantee of \$30,000 to the Missoula County Airport Terminal
- III. Coca-Cola Bottling Company High Country will pay an annual Beverage Vending Fee of \$10,000 to the MVM for the exclusive beverage vending rights.

In the event of an unforeseen interruption in the normal business operations of Missoula County Airport Authority (MCAA) causing gross vending sales to decrease by more than 10%, Coca-Cola Bottling Company High Country (CCBCHC) and MCAA agree to defer all annual fixed funding due until normal business operations for Customer continue."

b) **Make and model of vending machine, including monthly energy consumption.**




**KEY BENEFITS:**

- Equipment graphics feature the brands of The Coca-Cola Company
- Equipment is designed to showcase and merchandise the portfolio of the products offered
- All equipment is performance tested to ensure reliable delivery of quality product
- Safety certified to UL 541
- Constructed to deter theft/vandalism
- Flexible for the inclusion of multiple payment systems
- Supported by specially trained service personnel
- Many models are ENERGY STAR certified and feature HFC free insulation
- Provide customer and consumer satisfaction



b) Make and model of vending machine, including monthly energy consumption.

**SPECS OF UNIT:**

MANUFACTURER:	GFV Slim	AMPS:	10	
DIMENSIONS (LxWxD):	20.00 x 39.50 x 34.00	WEIGHT (lb.):	637	
CAPACITY:	Can-315 20oz. Bott.to - 280	BRANDS PER UNIT:	12	
ENERGY CONSUMPTION (kWh/day):	3.8	APPROXIMATE CORD LENGTH (ft.):	6	
ENERGY STAR?	Yes	OTHER REQUIREMENTS:	35 Facings	

<b>Make</b>	<b>Model</b>	<b>Type of Vender</b>	<b>Energy Star Qualified</b>	<b>Estimated Energy Consumption</b>
Dixie Narco Venders	DN3800	Glass Front		3.8 kWh/day

c) Proposed product list and initial product pricing. Include information on how price increases will be handled for all product.

i. **Option 1 - Current**

Product	Package / Size	Unit Price	MCAA Profit per unit @40%	Total Case Price
Coca-Cola	20oz PET Bottle	\$3.00	\$1.20	\$28.80
Coke Zero Sugar	20oz PET Bottle	\$3.00	\$1.20	\$28.80
Diet Coke	20oz PET Bottle	\$3.00	\$1.20	\$28.80
Sprite	20oz PET Bottle	\$3.00	\$1.20	\$28.80
Dr Pepper	20oz PET Bottle	\$3.00	\$1.20	\$28.80
Dasani Water	20oz PET Bottle	\$3.00	\$1.20	\$28.80
Gold Peak Teas	18.5oz PET Bottle	\$3.25	\$1.30	\$31.20
Powerade	20oz PET Bottle	\$3.25	\$1.30	\$31.20
smartwater	20oz PET Bottle	\$3.75	\$1.50	\$36.00
Monster Energy	16oz Can	\$4.00	\$1.60	\$38.40

ii. **Option 2 - (recommended vend price to match surrounding Airport Hubs)**

Product	Package / Size	Unit Price	MCAA Profit per unit @40%	MCAA Profit per case @40%
Coca-Cola	20oz PET Bottle	\$4.00	\$1.60	\$38.40
Coke Zero Sugar	20oz PET Bottle	\$4.00	\$1.60	\$38.40
Diet Coke	20oz PET Bottle	\$4.00	\$1.60	\$38.40
Sprite	20oz PET Bottle	\$4.00	\$1.60	\$38.40
Dr Pepper	20oz PET Bottle	\$4.00	\$1.60	\$38.40
Dasani Water	20oz PET Bottle	\$4.00	\$1.60	\$38.40
Gold Peak Teas	18.5oz PET Bottle	\$4.25	\$1.70	\$40.80
Powerade	20oz PET Bottle	\$4.25	\$1.70	\$40.80
smartwater	20oz PET Bottle	\$4.75	\$1.90	\$45.60
Monster Energy	16oz Can	\$5.00	\$2.00	\$48.00

- d) Provide information with regard to how machines will be stocked with items for sale, how machines will be stocked with change, and how cash will be collected from machines.
- I. How machines will be stocked - Beverage Vending product delivery shall be provided to all of the Missoula County Airport vending ,locations a minimum of two times per week or as mutually agreed upon by Bottler and Missoula County Airport Authority.
  - II. How Machine will be stocked with Change - Coca-Cola Route Sales Delivery drivers carry Coin Bags in their trucks that are always stocked with dollar coins, quarters, dimes and nickels. These coins are to be used to replenish any vender that may be low.
  - III. How cash will be collected from machine - Our Route Sales Delivery Personnel are required to remove all Bills from validator and all Coin from Coin Box at every Vender visit. Credit/Debit Card sales are reconciled at the end of every month to ensure accurate commissions are paid out.
- e) Provide information and/or procedure on how contractor will refund money lost due to malfunction of vending machines;
- a) All Coca-Cola Bottling Company High Country Vending have stickers with machine account numbers, that has our phone number to get customers any refunds.
- f) Provide information on how equipment problems will be handled, including a repair or replace procedure and company policy on acceptable timeline for problem resolution.
- I. how equipment problems are handled - The Missoula County Airport would be a very prestigious account for us, so when a.call comes in for venders, we immediately dispatch an Equipment Service Technician to assess and fix the vending machine. All Coca-Cola Equipment Service Technicians are required to qualify and obtain an Airport Security Badge. Equipment at the Missoula County Airport is constantly being looked at and evaluated for physical appearance and number of service calls. When equipment is flagged as a problem, it is replaced immediately

SERVICE & CONTACTS - Coca-Cola will provide the Missoula County Airport with quality service 24 hours, 7 days a week on all Coca-Cola owned equipment. Coca-Cola will provide Missoula County Airport with a convent list of phone numbers. Coca-Cola guarantees a response time of no later than one hour on all service needs.

CONTACT		TELEPHONE	E-MAIL
<b>Brad Kraft Sale Center Manager</b>	<b>Responsible</b> for Sales and Equipment	<b>406-370-4059</b>	<b>Brad.kraft@cokehc.com</b>
<b>Tristan Baker District Sales Manager</b>	<b>Responsible for Sales and Equipment</b>	<b>406-239-3497</b>	<b>tristan.baker@cokehc.com</b>
<b>Jake Baker Sales Trainer</b>	<b>Responsible for Training Sales &amp; Delivery Staff</b>	<b>406-241-2099</b>	<b>jacob.baker@cokehc.com</b>
<b>Levi Baker Sales and Delivery</b>	<b>Responsible for Product Deliveries to Retail &amp; Vending at the Missoula Airport</b>	<b>406-529-9743</b>	<b>N/A</b>
<b>Clerance Burris Sales and Delivery</b>	<b>Responsible for Product Deliveries to Retail &amp; Vending at the Missoula Airport</b>	<b>406-274-0657</b>	<b>N/A</b>
<b>Rand Pritzkau Sales and Delivery</b>	<b>Responsible for Product Deliveries to Retail &amp; Vending at the Missoula Airport</b>	<b>406-529-9875</b>	<b>N/A</b>
<b>Josh Schiever Equipment Service</b>	<b>Responsible for Equipment Delivery and Maintenance to Missoula County Airport</b>	<b>406-361-0078</b>	<b>Josh.schiever@cokehc.com</b>
<b>Brad Morrissey Equipment Service</b>	<b>Responsible for Equipment Delivery and Maintenance to Missoula County Airport</b>	<b>406-241-2647</b>	<b>brad.morrissey@cokehc.com</b>

## Appendix A

### I. CONTACT INFORMATION

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCM to reach out to in regard to this RFP.

- A. Contact Name - Tristan Baker
- B. Contact Role in the - District Sales Manager  
Business - Coca-Cola Bottling Company High Country
- C. Contact Phone Number-1-800-658-3638
- D. Contact Fax -1-605-342-8224
- E. Contact E-Mail Address- [Tristanbaker@cokehc.com](mailto:Tristanbaker@cokehc.com)

### II. BUSINESS HISTORY

Information about the business which the contact is responding to the RFP on behalf of.

- A. Business Name - Coca-Cola Bottling Company High Country
- B. Doing Business As - Coca-Cola
- C. Business Type - Beverage
- D. Business Mailing Address
  - Address Line 1: 5730 Alloy North
  - Address Line 2: N/ A
  - City: Missoula
  - State/Province: Montana
  - ZIP Code: 59808
  - Country: USA
- E. Business Phone Number-1-800-658-3638
- F. Business Fax - 605-342-8224
- G. Business E-Mail Address - [bradkraft@cokehc.com](mailto:bradkraft@cokehc.com)
- H. Business Registration State- Montana
- I. Business Registration Date -12/6/2013
- J. Business registered in the state of Montana? - Yes
- K. Business Owner/Stakeholders - Trevor Messinger

### III. BUSINESS HISTORY

Describe a brief history of the Business entity. Note any changes in the Business's name and ownership structure and any other dbas under which the company has been doing business. Please indicate airport experience if any.

Coca-Cola Bottling Company High Country is a family-owned regional bottler of Coca-Cola products, established in 1956. The company operates primarily in several states across the United States, including Colorado, Minnesota, Montana, North Dakota, South Dakota, Utah, and Wyoming. Its operations encompass a wide range of beverages beyond just Coca-Cola soft drinks; it distributes hundreds of varieties that include sparkling soft drinks as well as still beverages such as sports drinks, bottled waters, juices and juice drinks, teas, energy drinks, and coffee.

Coca-Cola Bottling Company High Country is very experienced in servicing airports. We have over 40 years of experience servicing that Missoula Airport {last 4 years with retail only}.

**IV. BUINESS FINACIALS**

1. List three (3) credit references, including at least one banking reference.

	<b>Reference Name</b>	<b>Reference Address Reference</b>	<b>Phone Number</b>
1.	Wells Fargo	PO Box 1040, Rapid City, SD, 57709	605-394-3947
2.	South Eastern Container	PO Box 102726, Atlanta, GA, 30368	704-667-0101
3.	Dr Pepper/7up Inc	PO Box 869077, Plano, TX, 75086-9077	972-673-7000

2. Please circle Yes or No to indicate whether the Business and any joint venture or affiliate entities have ever been

involved in one of the following actions:

A. File a petition in bankruptcy court. Yes @

8. Filed for protection from creditors in bankruptcy court. Yes @

C. Had involuntary proceedings filed in bankruptcy court. Yes @

D. Have an expectation of doing any of the three (3) actions above in the next six (6) months? Yes @

3. If you have answered Yes to any of the above, please briefly describe below the circumstances and status of each occurrence. N/ A

4. Has Business defaulted on a loan or a contract or performance agreement for the delivery of services/product at an airport or other facility? Yes @

5. For owners of a closely held corporation: Attach a personal financial statement current within three (3) months from date of submittal. N/A

6. Attach a list of any judgments against Business or any litigation pending against the Business and describe circumstances. Also list any judgments against Business which have been satisfied within the last five (5) years and explain. N/ A

7. Attqch a list of any outstanding tax liens against the Business with an explain of each. N/A

8. Business shall supply information as to whether any of its officers and/or principals have been convicted of a felony or whether the Business is currently involved in legal proceedings regarding its performance or delivery of its services to a vendor/service provider, property owner, airport owner or its agent or other party. If it is, It shall supply a brief narrative describing the situation. N/ A

**V. CONDITIONS OF PROPOSAL SUBMISSION**

Submission of Proposal constitutes a firm offer to the Authority and may be accepted by the Authority at any time prior to 120 days after the submission deadline. Agree

**VI. ACKNOWLEDGEMENT OF THE PROPOSAL REQUIRED**

This Proposal is being submitted in response to a specific Request For Proposal/Qualification supplied to the Business by an authorized representative of the Missoula County Airport Authority. Agree

Defined terms below shall have the meanings given them in the Request for Proposal.

The undersigned having:

1. Carefully examined the RFP document. Agree
2. Become familiar with all terms and conditions specified in the RFP document. Agree
3. Completed answers to all forms and responded fully to the RFP document requests for information. Agree


represents and warrants to the Authority as follows:

1. The undersigned person(s) are authorized representatives of the Business. Agree
2. All information submitted by the Business in the proposal package is complete, accurate, and truthful. Agree

(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)

### SIGNATURES

Signatory

Signature  Signatory Title SALES CENTER MANAGER  
Printed Name BRAD KRAFT Date 1/14/2025

Attested by Secretary

Signature  Signatory Title District Sales Manager  
Printed Name T. .... Date 1/14/2025

**3. PROPOSAL FORMS**

- a. Complete the attached MCAA Request for Proposal Response Form, included as Appendix A. Agree
  - b. Complete the attached ACDBE Form, included as Appendix C.
- Appendix C



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**REQUEST FOR PROPOSALS  
VENDING CONCESSION  
ATTACHMENT C**

**COMMITMENT ACKNOWLEDGEMENT FOR ACDBE PARTICIPATION**

Proposers must make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals, as defined in 48 CFR Part 23, as amended, participate in at least 5% of the activity, service or facility provided by a concessionaire during the entire term of this agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility. If a proposer is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the proposer shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors.

Proposer is a M- or W- Small Business Enterprise (SBE) or M- or W- Small Business Enterprise (SBE) Certified ACDBE: YES

**NO**

Please provide the following:

1. Names and address of M- or W- Small Business Enterprise (SBE) certified ACDBE firms and suppliers that will participate in the concession.
2. A description of the work, goods, or services that will be supplied by the ACDBE:
3. All estimate of the dollar amount of the participation of each M- or W- Small Business Enterprise (SBE) certified ACDBE firm participating.

In order to be considered, the ACDBE must be certified in the State of Montana. A current List of certified firms can be found at [www.ftymissoula.com](http://www.ftymissoula.com)

NAME AND ADDRESS OF MOOT CERTIFIED ACDBE FIRM	Type of DBE	DESCRIPTION OF WORK, GOODS, OR SERVICES TO BE PROVIDED	DOLLAR AMOUNT OF ANNUAL PARTICIPATION
N/A			



# Missoula County Airport Authority

## Agenda Action Sheet

Meeting Date: February 25, 2025

1. **TITLE:** Contract for Snack/Food Vending services with Faber, Coe and Gregg  
  
Review, discussion, and possible approval of a Snack Vending Contract with Faber  
**ACTION ITEM.**
2. **AGENDA CATEGORY:** (Please highlight)  
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** At the January 2025 Board Meeting, the MCAA Board approved the award of the snack vending RFP to Faber Coe & Gregg of Florida, Inc. Subsequently, staff worked with Faber and drafted a contract for snack vending per the terms of the RFP. The contract will be an initial 3-year term with two, one-year optional extensions and will commence upon contract signing. The contract covers the placement of 3 snack vending machines throughout the Missoula Airport Terminal with 20% of gross sales provided as compensation to the airport. If approved, the airport will work with Faber to finalize product and pricing selection.
5. **BUDGET INFORMATION:** N/A
6. **SUPPLEMENTAL AGENDA INFORMATION:** Faber Vending Contract
7. **RECOMMENDED MOTION:** Move to approve the snack vending contract with Faber Coe & Gregg of Florida, Inc.
8. **PREPARED BY:** Tim Damrow, Deputy Director



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## VENDING CONCESSION AGREEMENT

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THIS VENDING CONCESSION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA" or "the Authority"), a municipal airport authority created pursuant to Montana law, and Faber, Coe & Gregg of Florida, Inc., ("Concessionaire"), a Florida corporation registered to do business in the State of Montana.

### RECITALS

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("Airport");
2. On December 18, 2024, MCAA advertised a Request for Proposals to provide vending services in the Airport terminal currently under construction, ("the RFP");
3. Concessionaire submitted a timely response to the RFP and is qualified and willing to provide vending services in the Airport;
4. A committee reviewed all the proposals received in response to the RFP and determined that Concessionaire's proposal was the most advantageous to the Airport;
5. The award of the proposal was approved by the MCAA Board of Commissioners at its regular meeting on January 28, 2025.

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

1. Lease. As of the Effective Date set forth herein, MCAA grants to Concessionaire the non-exclusive right to provide vending services in the Airport, subject to the terms, covenants, conditions and other provisions of this Agreement. All the provisions of the RFP and Concessionaire's response to the RFP are hereby incorporated into and made a part of this Agreement.
2. Locations. MCAA agrees to permit Concessionaire to place one food/snack vending machine at the locations identified below. MCAA retains the right to add, remove, move or relocate or require Concessionaire to add, remove, move or relocate vending machines as needed for maintenance, repair and upgrades.

One food/snack vending machine located pre-security  
One food/snack vending machine located post-security  
One food/snack vending machine located in employee break area

3. Term. The term of the Agreement shall commence on March 1, 2025 ("Effective Date") and continue for a term of 3 years and four months, terminating at 11:59 p.m., on June 30, 2028, unless terminated sooner pursuant to the provisions of this Agreement. The Effective Date may be amended upon mutual agreement of MCAA and Concessionaire if conditions require. Amendment of the Effective Date shall be in writing and signed by both parties.

4. Holding Over. With MCAA consent, if Concessionaire's vending machines are not removed after expiration or termination of this Agreement, MCAA shall have the option to treat Concessionaire as a tenant from month-to-month, subject to the same conditions, restrictions, limitations and covenants as contained in this Agreement. The intent of this provision is not to extend the term of this Agreement after termination or expiration, but rather to insure that any occupancy or use by Concessionaire after expiration or termination of this Agreement is in strict compliance with the conditions, restrictions, limitations and covenants of this Agreement. If a month-to-month tenancy results from a holding over by the Concessionaire under this section, the tenancy shall be terminable by either party on not less than 30 days' notice.
5. Airport Rules and Regulations. Concessionaire's use of the Airport and all of Concessionaire's operations on Airport property are subject to all Airport rules and regulations, including MCAA's Primary Guiding Documents, as the same may be amended from time to time. If there is any conflict between the provisions of Airport rules and regulations, the Primary Guiding Documents and this Lease, the Lease shall control.
6. Rents and Fees. Concessionaire shall pay to MCAA, without deduction or set-off, rent equal to the percentage of gross (the "Percentage Rent"), as specified below:
  - a. Percentage of Gross: 25%
  - b. For purposes of this Agreement, a Lease Year is defined as each consecutive 12-month period of this Agreement beginning on July 1 and ending on June 30. Percentage Rent shall be paid in monthly installments in an amount equal to the Percentage of Gross Receipts for the previous month. Concessionaire shall deliver to MCAA with its Percentage Rent payment a written, monthly statement, signed and certified by Concessionaire as being true and correct, setting forth the amount of Concessionaire's Gross Receipts, as defined below, during the preceding calendar month.
  - c. "Gross Receipts" as used throughout this Agreement means all revenue derived from the conduct of Concessionaire's business in or from the Airport.
  - d. The Percentage Rent is due and payable on the tenth (10th) day of each month. The first payment is due on the tenth day of the month after the Effective Date, continuing throughout the term of the Agreement, with the final rent payment due on the tenth day of the month following termination of the Agreement.
  - e. Concessionaire shall pay a 10% late charge for each Percentage Rent payment that is more than twenty (20) days in arrears to cover the extra expense involved in handling delinquent payments. Any payment made after that date will not be considered complete unless it includes this late payment charge. Concessionaire will be in default under this Agreement until the late payment charge is paid.
  - f. All payments made under this Agreement will be sent to MCAA at the address set forth in this Agreement, or to whatever other person and/or address MCAA designates in writing.
  - g. Before August 15 of every year of this Agreement and the year of termination of the Agreement, Concessionaire shall submit to MCAA a written report, signed and certified by a certified public accountant or an officer of Concessionaire to be true and correct, setting forth the total amount of Concessionaire's Gross Receipts for the prior year and the

amounts paid to MCAA. This statement shall be for the purpose of corroborating the monthly statements and ensuring that Percentage Rent has been received. If there is a balance due, Concessionaire shall pay that amount, without invoice, by September 1<sup>st</sup>. Annual statements by Concessionaire under these provisions shall be accurate and satisfactory in scope to MCAA and shall be in such form and style and shall contain such details and breakdown as MCAA may reasonably require. Late charges as set forth in subsection (f) above shall apply to any unpaid Rent due under this subsection.

h. Nothing contained in this section shall be interpreted so as to relieve Concessionaire, its tenants, sub-leases, patrons, invitees, and others from any applicable fees or charges as may be generally levied.

7. Taxes and Assessments. Concessionaire shall timely and promptly pay any and all taxes and assessments, personal property taxes, business taxes and fees, and sales taxes which become due and payable upon or arising from:

- a. Any fixtures, equipment or other property used in Concessionaire's operations;
- b. Concessionaire's operations on or from the Airport.

If requested in writing by MCAA, Concessionaire shall provide MCAA with proof of payment of all such taxes and assessments.

8. Records. Concessionaire shall, with respect to business done by it under this Agreement, keep and maintain, and shall require its sublessees, concessionaires and any other person, firm or corporation selling products or services in, upon or for use on the Airport or any part thereof to keep and maintain, in accordance with generally accepted accounting principles and procedures, complete, accurate and customary records and books of account of all Gross Receipts and all business transactions made in, upon or from the Airport during each Lease Year ("Books and Records"). The Books and Records shall be retained intact for a period of not less than three years after the end of the Lease Year to which the Books and Records pertain.

9. Inspection or Audit. MCAA shall be entitled, after 3 business days' notice, through MCAA's duly authorized agents, attorneys or accountants, to inspect or audit or make copies of any and all such information in records and books of account, including any information returns required by or furnished to any governmental authority. MCAA may audit by a certified public accountant the operations of Concessionaire each year during the term of this Agreement. In the event the Gross Receipts of Concessionaire as reported in such audit are greater than those reported by Concessionaire to MCAA for the same period, Concessionaire agrees to pay to MCAA immediately any deficiency owed to MCAA, together with interest at the rate of ten percent (10%) per annum thereon from the date the deficiency was due until paid in full. If the deficiency is greater than ten percent (10%), Concessionaire shall also pay the fees and costs of the audit. If the deficiency is ten percent (10%) or less, MCAA shall pay the fees and costs of the audit.

10. Concessionaire's Obligations. Concessionaire is responsible for:

- a. The installation, stocking, maintenance and repair of vending machines;
- b. Providing any data connections required for machine functionality;
- c. All licenses required to market the stock within the machines;

- d. Insuring their equipment against vandalism, damage, or loss;
- e. Keeping vending machines fully operational and fully supplied with all products in a timely manner to keep all vending machines operating with respect to products, change and all other necessary supplies to allow MCAA and the contractor to maximize sales;
- f. Concessionaire shall observe and obey all laws, ordinances, rules and regulations of the federal, state, county and city governments or any agency thereof, and those of MCAA, which may be applicable to its operations at the Airport which are in effect now or as may apply in the future.
- g. In the event MCAA becomes subject to any civil fine or penalty by reason of Concessionaire's violation of any laws, ordinances, governmental rules, regulations or standards, including but not limited to, violations under the Americans with Disabilities Act ("ADA"), or with the Transportation Security Administration ("TSA"), the cost of such fine or penalties shall be borne by Concessionaire. Furthermore, Concessionaire agrees to indemnify, defend and hold MCAA harmless from any and all fines or penalties charged against MCAA by reason of Concessionaire's violation of any laws, ordinances, governmental rules, regulations or standards.

11. Restrictions and Conditions on Use of the Airport. Concessionaire's use of the Airport is subject to the following restrictions, limitations and conditions:

- a. This Agreement is subject to all applicable federal, state and local laws and regulations governing the use of Airport property including those of the FAA, the State of Montana and Missoula County. Concessionaire agrees to comply with all such laws and regulations in all its operations on and uses of the Airport.
- b. MCAA reserves for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Airport, together with the right to cause in the airspace such noise as may be inherent in the operations of aircraft now known or hereafter used for navigation of or flight in the airspace and for use of the airspace for landing on, taking off from, and/or operating on the Airport.
- c. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- d. This Agreement is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.

12. Non-Discrimination. Concessionaire agrees to comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations of the U.S. Department of Transportation, Title 49, Part 21, and as these regulations may be amended. No person shall be discriminated against in the use of the Airport by reason of race, religion, color, sex, age, political ideas, marital status, physical or mental handicap, creed or national origin.

- a. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color,

national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

- b. Concessionaire agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- c. Each year, no later than ninety (90) days following September 30th, Concessionaire shall provide MCAA with the following information:
  - i. The name and address of each Montana certified ACDBE with which it has done business during the past year;
  - ii. A description of the nature of the services performed by and/or items purchased from each firm named;
  - iii. The dollar value of each transaction;
  - iv. Total dollar value for goods and services purchased for use in vending at MCAA.

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

- d. Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event of such noncompliance, MCAA shall have the right to terminate this Agreement and the estate created without liability therefor or at the election of MCAA or the United States either or both shall have the right to judicially enforce said provisions.
13. Badging Requirement. Concessionaire employees/contractors that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entity having security jurisdiction at the Airport. Concessionaire, employees, and contractors will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Concessionaire, employees, and contractors shall comply with all security related audits, inspections, and screenings. Concessionaire will immediately return badges to the Airport Public Safety Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges. Concessionaire shall be invoiced on a regular basis for badging fees. Fees shall be paid within 30 days of invoice.
14. Airport Security Plan. MCAA maintains an approved Airport Security Plan ("ASP") pursuant to 49 CFR Part 1542. Concessionaire shall at all times comply with MCAA security directives and verbal notifications existing now or in the future. Concessionaire shall, to the fullest extent permitted by law, indemnify, defend and hold MCAA harmless for, from and against

any security violation committed by agents, employees, invitees, subcontractors, sub-lessees, or independent contractors of Concessionaire.

15. Use of Public Airport Facilities. Concessionaire is granted the nonexclusive use of all public Airport facilities. All such use shall be in accordance with the laws of the United States of America, the State of Montana, and the rules and regulations promulgated by MCAA with reference to aviation, air navigation and general Airport operations.
16. Obligations of MCAA.
  - a. MCAA covenants and agrees that upon execution of this Agreement, the Missoula County Airport Authority is the owner of the Airport and has good title thereto, free and clear of all liens and encumbrances having priority over this Agreement but subject to the normal and customary restrictions and limitations associated with a public airport and/or the limitations and restrictions set forth in this Agreement.
  - b. MCAA covenants and agrees that during the term of this Agreement it will operate and maintain the Missoula Montana Airport and its public airport facilities as a public airport consistent with and pursuant to the assurances given by MCAA to the United States Government under the Federal Airport Act. MCAA shall maintain all roads on the Airport currently giving access to the Terminal building in good and adequate condition for use by cars and trucks and shall maintain such access to the Airport during this Agreement, subject to changes, alterations and interruptions in such access as may be necessary during construction, emergencies or special events.
17. Default by Concessionaire. Time of payment and performance are of the essence in this Agreement. The following shall be events of default:
  - a. Default in Payments. The failure of Concessionaire to pay MCAA when due any amounts required by this Agreement and such failure continues for a period of ten days after notice from MCAA;
  - b. Failure to Abide by Operating Standards. The failure of Concessionaire to perform or abide by or adhere to any Operating Standard and such failure continues for a period of five days after notice from MAA; provided, however, that MCAA shall not be required to give a notice pursuant to this section 28(b) more than two times in any Lease Year with respect to a failure to perform or abide by or adhere to any given Operating Standard, and Concessionaire's third or subsequent failure in a Lease Year to perform or abide by or adhere to any given Operating Standard shall immediately constitute an event of default under this Agreement without requirement of further notice from MCAA. As used in this section 28(b), "Operating Standard" means any covenant or condition described in this Agreement or in the RFP.
  - c. Default in Other Covenants. The failure of Concessionaire to perform any of the covenants and conditions required herein, to be kept and performed by Concessionaire, other than the failures specifically covered by other subsections of this Section 28, and such failure continues for a period of thirty (30) days after notice from MCAA of such failure.
  - d. Insolvency. Insolvency of Concessionaire, an assignment by Concessionaire for the benefit of creditors; the filing by Concessionaire of a voluntary petition in bankruptcy;

an adjudication that Concessionaire is bankrupt or the appointment for a receiver of the properties of Concessionaire; the filing of an involuntary petition of bankruptcy and failure of the Concessionaire to secure a dismissal of the petition within thirty days after filing ; attachment of or the levying of execution on the leasehold interest and failure of the Concessionaire to secure discharge of the attachment or release of the levy of execution within ten days of such levy or attachment.

18. MCAA's Rights Upon Default. If the MCAA notifies the Concessionaire in writing that it is in default under this Agreement, and the Concessionaire fails to cure the default within the time set forth in the notice, MCAA may, without making further notice or demand upon the Concessionaire, take any or all of the following actions:
- a. Leave this Agreement in effect, permit the vending machines to remain on Airport, and bring an action or actions against the Concessionaire to recover the amounts owed by the Concessionaire under this Agreement as they become due, and to recover any other amounts necessary to compensate the MCAA for all detriment caused by the Concessionaire's failure to perform its obligations under this Agreement.
  - b. Notify the Concessionaire in writing that the Agreement is terminated, and demand that the Concessionaire immediately remove its vending machines from the Airport. The MCAA may take this action either as an alternative to or subsequent to exercising the remedies set forth in sub-section (a) of this paragraph. If the Concessionaire does not remove its property from the Airport, then MCAA may remove the property of the Concessionaire from the Airport at the expense of the Concessionaire, and may store the Concessionaire's personal property in any reasonable manner and place selected by the MCAA, without liability for any physical damage or financial loss that may be caused to the Concessionaire by such removal. The Concessionaire agrees to reimburse the MCAA for all expenses of and all damage caused by the repossession and the removal and storage of the Concessionaire's property.
  - d. Relet to another vending company in any commercially reasonable manner, and apply the proceeds, after deducting all costs and expenses owed in payment of the Concessionaire's obligations under this Agreement, with the Concessionaire remaining responsible for any deficiency.
  - e. If Concessionaire's default consists of failure to obtain, maintain or pay for any of the insurance policies which this Agreement requires it to maintain, or failure to pay any tax, assessment, or other charge which this Agreement requires it to pay, or failure to indemnify the MCAA against any claim, action, damage, loss, injury, demand, liability, cost or expense, MCAA will have the right, but not be obligated, to take that action itself, and to bill the Concessionaire for the costs of taking that action. If the Concessionaire fails to pay such costs with the next payment due under this Agreement, the Concessionaire agrees to pay the late charge and interest on those costs at the rates provided for in paragraphs 6(j) and 6(k), respectively, of this Agreement.
  - f. Pursue any and all other rights or remedies available to the MCAA at law or in equity.
19. Notice of Default Fee. If an event of default occurs and the MCAA sends a notice of default to Concessionaire, Concessionaire must pay the MCAA \$300 per notice to reimburse MCAA for the costs of sending the notice of default. This fee will be set forth in the notice of default,

and the default will not be considered cured until this fee is paid.

20. Hold Harmless. Concessionaire agrees to indemnify and hold MCAA and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which MCAA, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Concessionaire, its officers, agents or employees in its operations at the Airport. MCAA agrees to indemnify and hold Concessionaire and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which Concessionaire, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of MCAA, its officers, agents or employees in the use of the Airport.
21. Insurance. During the term of this Agreement, the Concessionaire will obtain and maintain the following kinds and amounts of insurance with respect to its use of the Airport:
- a. Commercial general liability insurance with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around its use of the Airport, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit of bodily injury and property damage, and shall name MCAA as an additional insured.
  - b. Property and casualty insurance with a reputable company insuring any personal property on the Airport against all risks in an amount not less than the replacement value of such items.
  - c. Any other insurance that is customarily required for the type of business activity conducted by the Concessionaire and that the MCAA may request in writing that the Concessionaire obtain.
  - d. All such insurance policies will be in a form or forms which satisfy the requirements of the Airport's Primary Guiding Documents as the same may exist or be amended from time to time. Concessionaire shall deliver to MCAA a certificate of all required insurance showing it to be in effect and providing that it will not be canceled without at least thirty (30) days prior written notification to MCAA. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Concessionaire's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Concessionaire's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Concessionaire's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Concessionaire, its officers, agents or employees in its operations at the Airport.
22. Notices. All default or termination notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may by written notice designate. Other notices required under this Agreement may be given in writing by email:



MCAA:  
Brian Ellestad  
Airport Director  
Missoula Montana Airport  
5225 Highway 10 West  
Missoula, MT 59808  
[bellestad@flymissoula.com](mailto:bellestad@flymissoula.com)

Concessionaire:  
Anuj K Govilla  
Chief Financia Officer  
Faber, Coe & Gregg of Florida, Inc.  
550 Meadowlands Parkway  
Secaucus, NJ 07094  
[bgovilla@faber-intl.com](mailto:bgovilla@faber-intl.com)

23. Assignment, Subletting and Encumbrances Concessionaire may not sublet or assign any interest in this Agreement. Concessionaire may grant liens or encumbrances on its interest in any part or portion of this Agreement only upon first obtaining the written approval of MCAA.
24. Time. Time is of the essence in this Agreement.
25. Computation of Time. Whenever the last day for the exercise of any privilege or right or the discharge of any duty under this Agreement will fall upon a Saturday, a Sunday, or any public or legal holiday, whether state or federal, the party having the privilege, right or duty will have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.
26. Place of Performance, Governing Law and Choice of Venue. The place of performance of this Agreement shall be in Missoula County, Montana. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
27. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
28. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
29. Attorney's Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
30. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
31. Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the

provisions of this Agreement.

32. Waiver. The failure of MCAA or Concessionaire to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
33. Successors in Interest. The terms, covenants and conditions of this Agreement apply to and are binding on the successors and assigns of the parties to this Agreement.
34. Official and Corporate Action. The parties represent and warrant that each has taken all official or corporate action necessary to authorize the execution and performance of this Agreement.

MCAA:

MISSOULA COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_  
Brian Ellestad, Airport Director

Faber, Coe & Gregg of Florida, Inc.:

By: \_\_\_\_\_  
Anuj K Govilla, Chief Financial Officer

## Missoula County Airport Authority

### Agenda Action Sheet

Meeting Date: February 25, 2025

1. **TITLE:**  
Award of Water Rights Professional Services RFP to Parsons, Behle and Latimer  
**ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)  
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 10 Minutes
4. **BACKGROUND INFORMATION:** In late November MCAA released an RFP to solicit firms for water resources professional services. The RFP articulated a need for help with the following items:
  - Resolution of MCAA water rights associated with the Flynn-Lowney Ditch;
  - Potential conversion of water rights from surface to groundwater;
  - Tracking and responding to the 76M Preliminary Decree;
  - Analysis of future municipal well opportunities and potential lease of water rights;
  - Grant Creek restoration on MCAA property; and
  - Identification and resolution of other emerging issues.

We received two submissions from qualified firms and an MCAA staff review team met to rank those submissions. After analysis, the law firm of Parsons, Behle and Latimer has been recommended by staff to the Board for consideration. Under their proposal, Parsons will hire HydroSolutions Inc. to provide technical services. All services will be billed on the hourly rates presented in the attached proposal and engagement letter. Before the commencement of each discreet project, Parsons will send MCAA a short-form engagement letter for each project with estimated project costs.
5. **BUDGET INFORMATION:** Legal Services, Expense code 40800
6. **SUPPLEMENTAL AGENDA INFORMATION:**
  - Parsons, Behle and Latimer RFP proposal, December 16, 2024
  - Parsons, Behle and Latimer Scope and Terms of Representation, February 19, 2025
7. **RECOMMENDED MOTION:** Move to award the 2024 Water Rights Professional Services RFP to Parsons, Behle and Latimer and authorize the Airport Director to sign the Scope and Terms of Representation.
8. **PREPARED BY:** Juniper Davis
9. **COMMITTEE REVIEW:** n/a



## MISSOULA COUNTY AIRPORT AUTHORITY

Request for Proposal  
Water Rights Professional Services

**Prepared by Parsons Behle & Latimer**

**December 16, 2024**

**PARSONS  
BEHLE &  
LATIMER**

*A Different*  
**LEGAL  
PERSPECTIVE**

## INTRODUCTION

Thank you for providing Parsons Behle & Latimer (“Parsons” or “Firm”) with the opportunity to respond to the Missoula County Airport Authority (“MCAA”) Request for Proposal (“RFP”) for Water Rights Professional Services.

Parsons has extensive experience in providing legal advice as outlined in the RFP’s Scope of Services to a wide variety of irrigation districts, canal companies and other water delivery entities. Parsons’ legal team, as set forth below, will be supported by the Firm’s full resources, including the experience of its more than 200 attorneys, and its paralegals and professional staff. Parsons believes that its Montana-based water law team’s experience; understanding of MCAA’s operations and legal needs related to its water rights; cost efficiency; and capacity will provide MCAA with tremendous value and make Parsons uniquely qualified to provide outside legal counsel. Parsons proposes that it partners with HydroSolutions Inc. (“HydroSolutions”) to provide MCAA with technical support and services.

We look forward to further discussing our qualifications and how the Firm can establish a longstanding partnership with MCAA. Thank you for your consideration.

## HISTORY

Founded in 1882, Parsons is one of the oldest and best-known law firms in the Intermountain West. Headquartered in Salt Lake City, with offices in Lehi, Park City and St. George, Utah; Boise, Idaho Falls and Rexburg, Idaho; Helena and Missoula, Montana; Reno, Nevada; and Jackson, Wyoming, the Firm employs approximately 400 employees.

Parsons offers a complete range of legal services to all types of industries locally, nationally, and internationally. Parsons has established relationships with multi-billion-dollar companies; start-ups; dental and healthcare organizations of all types; utilities; and state, local, and federal agencies. Long-term and long-lasting client relationships are the hallmarks of Parsons’ long-standing philosophical approach to the practice of law. We have enjoyed relationships with many of our clients for several decades, with some relationships having now lasted for more than 100 years.

With more than 200 attorneys, Parsons offers businesses deep experience in a range of areas including: agriculture; antitrust and competition; banking and finance; bankruptcy and corporate restructuring; corporate, M&A and securities; cybersecurity and data privacy; dental; energy, environmental and natural resources; employment and labor; estate planning; government relations; healthcare; intellectual property; litigation; mining; real estate; and tax law.

Parsons’ sustained success is firmly rooted in our core values, which have guided the Firm since inception – client service; professional excellence; integrity, ethics, and professionalism; collegiality; and community service. These core values are shared throughout Parsons with a spirit of teamwork and collegiality among our attorneys, paralegals, and professional staff.

## OWNERS AND MANAGEMENT PERSONNEL

Parsons is structured as a Professional Law Corporation and is owned by its 111 equity shareholders. The Firm’s Board of Directors serves as its officers and governing body. Our Board of Directors consists of seven members who are elected annually by the Firm’s shareholders. Parsons’ Board of Directors consists of the following individuals:

Name	Role	Years of Exp.	Location
Shawn C. Ferrin	Director, Chairperson & CEO	38	Salt Lake City, Utah
Richard J. Angell	Director & Vice President	28	Park City, Utah
Brook B. Bond	Director & Vice President	35	Boise, Idaho
Liz M. Mellem	Director, Vice President & Secretary	14	Missoula, Montana
Jon Stenquist	Director & Vice President	25	Idaho Falls, Idaho
Bruce H. White	Director & Vice President	35	Salt Lake City, Utah
Juliette P. White	Director, Vice President & Treasurer	22	Salt Lake City, Utah

In combination with Parsons’ Board of Directors, the Firm’s operations and business affairs are managed by its President, General Counsels and C-Suite Officers:

Name	Role	Years of Exp.	Location
Cory D. Sinclair	President & Shareholder	18	Salt Lake City, Utah
Alex B. Leeman	General Counsel & Shareholder	15	Salt Lake City, Utah
Angus Edwards	Assistant General Counsel & Shareholder	39	Salt Lake City, Utah
Kevin Black	Chief Information Officer	36	Salt Lake City, Utah
Jason Castor	Chief Business Development & Marketing Officer	26	Salt Lake City, Utah
Nicole Farrell	Chief People Officer	20	Salt Lake City, Utah
Darcie Koski	Chief Administrative Officer	28	Salt Lake City, Utah
Kevin Pollei	Chief Financial Officer	36	Salt Lake City, Utah

## EXPERTISE OF PROJECT TEAM

Delivery of high-quality, full-service professional services for water rights and water resources professional services demands a multidisciplinary approach, regardless of whether the proposed project is the adjudication of historical water rights, resolution of ditch issues, or restoration projects. The Firm therefore proposes to staff the Project Team with both a legal team and a technical team from HydroSolutions, a consulting firm that specializes in water resources, environmental science, and engineering.

Combined, the proposed Project Team has more than five decades of combined experience providing legal and technical professional services to Montana clients in the areas of water rights and water resources, including but not limited to, water rights adjudication, water rights permitting (including changes and new appropriations), analysis of municipal growth opportunities, water rights leasing, and stream restoration and entitlement work. Parsons and HydroSolutions have a history of working together on similar projects in other parts of Montana, including advice and consultation for adjudication matters for a variety of clients, as well as consultation to a local governing body regarding groundwater opportunities to secure water for future growth.

To ensure timely, streamlined, and comprehensive services to MCAA, and to maintain applicable legal privileges during the Basin 76M Adjudication proceedings and any other legal matters that may arise, Parsons will subcontract with HydroSolutions to provide professional services to MCAA. Parsons does not bill a surcharge for this type of subcontracting arrangement and will leverage HydroSolutions' expertise to deliver the full suite of water rights and water resources services outlined by MCAA.

A pro forma of Parsons' subcontracting engagement letter with HydroSolutions is included as **Attachment A**.

### Proposed Project Team

Abigail R. Brown (Abby) will serve as the primary contact and lead attorney for MCAA. She will work with and oversee Parsons' team. As new issues arise, Ms. Brown will facilitate communication between you and the Firm's team members who are best suited to assist with specific projects. Ms. Brown will ensure that Parsons' team delivers high quality work in a timely and cost-effective manner. In doing so, she will maintain regular communication with your professional staff and team members representing MCAA. Ms. Brown will also manage the Firm's partnership with HydroSolutions to ensure seamless delivery of technical services to MCAA. Russ Radliff of HydroSolutions will be Ms. Brown's primary contact. Mr. Radliff will ensure that the HydroSolutions team delivers high quality work timely and effectively. Ms. Brown and Mr. Radliff have a track record of successful collaboration on several water rights-related projects for clients across the state.

The proposed Project Team identified below includes members of the Firm and members of HydroSolutions who have experience in providing a comprehensive range of professional water rights services across Montana. The majority of the proposed Project Team is based in Montana, split between Missoula and Helena.

### Legal Team (Parsons)

#### **Abigail R. Brown | Helena Office Managing Shareholder | 14 Years Exp. | Helena, Montana**

Ms. Brown has extensive transactional and litigation experience in water rights and real property issues in Montana. She represents many diverse clients on water law, environmental, and land use matters before government agencies, state district courts, and the specialized Montana Water Court. Ms. Brown's clients include representation of both local governments and irrigation districts, which are quasi- governmental entities. Ms. Brown holds an L.L.M. in Water and Environmental Law from McGeorge School of Law, where she focused on contemporary water law and environmental issues facing the greater Intermountain West region. She received her J.D., with Honors, from the University of Montana School of Law in Missoula. Before

entering private practice, Ms. Brown clerked for the Hon. Patricia Cotter at the Montana Supreme Court.

Ms. Brown has represented hundreds of water users through all stages of water rights adjudication proceedings in the Montana Water Court in all corners of Montana, water rights distribution and enforcement conflicts in state district courts, and administrative groundwater permitting and change application proceedings with the Montana Department of Natural Resources & Conservation. She has represented clients in a wide range of transactional matters, including water rights due diligence investigations for clients' existing water portfolios and for clients who are purchasing water rights or real property with appurtenant water rights, as well as advised clients on leasing water rights or planning for future water users to meet growing demands.

Finally, Ms. Brown is engaged with contemporary changes to the legislative landscape for Montana water law, particularly around adjudication, groundwater wells, change applications and new permits. She is a voting member of the [Montana Water Adjudication Advisory Committee](#) that advises the Montana courts, executive branch agencies, and Legislature on water adjudication matters, and served on the [Montana Comprehensive Water Review](#) Working Group tasked with recommending policy reform to the Legislature for priority water issues for both the 2022 and 2024 interim legislative sessions. Ms. Brown has previously served as chair of the State Bar of Montana's Water Law Section and chair of Parsons' Water Law Practice for Parsons' Intermountain West water law team.

### **Ross P. Keogh | Missoula Office Managing Shareholder | 10 Years Exp. | Missoula, Montana**

Mr. Keogh is an engaged member of the Missoula business community. Mr. Keogh received his J.D., with Honors, from the University of Montana School of Law. While Mr. Keogh has experience navigating the Montana Water Court adjudication proceedings, Mr. Keogh's experience and expertise would be primarily called upon when issues related to entitlements, contracts, corporate, or real estate matters arise, such as during the proposed scope of service related to Grant Creek restoration on MCAA property or analysis of future municipal opportunities and leases of water rights.

### **Jesse C. Kodadek | Of Counsel | 11 Years Exp. | Missoula, Montana**

Mr. Kodadek is a member of Parsons' litigation and real estate practices. Jesse litigates in both trial and appellate courts, where he represents clients in a wide variety of matters, particularly in real estate-related litigation; property rights cases involving public roads, easements and other access issues; general commercial litigation; insurance disputes, including complex coverage issues; and in class actions. Mr. Kodadek's expertise would be called upon if issues arose related to ditch, access, easements, or other right-of-way issues that may arise, particularly on those portions of the proposed scope of services related to Grant Creek restoration on MCCA properties or ditch matters related to the Flynn-Lowney Ditch, if any.

### **Jazmynn B. Pok | Associate | 3 Years Exp. | Salt Lake City, Utah**

Ms. Pok is a member of Parsons' real estate practice, who serves a variety of clients in matters related to land use, entitlements, leasing, real property, and renewable energy transactions. She is licensed in Utah, Wyoming, and Montana. She received her J.D. from University of Utah, S.J. Quinney College of Law in 2021. Ms. Pok's expertise and experience would be utilized during the proposed scope of service related to the Grant Creek restoration on MCAA property that includes entitlement and contracting work, including grant of a public drainage easement.

### **Diana J. Abbott | Associate | 2 Years Exp. | Missoula, Montana**

Ms. Abbott's practice specializes in helping clients navigate complex water rights issues throughout Montana. This includes assisting clients through the water rights adjudication process with the Montana Water Court, water rights distribution and enforcement matters with the state district courts,



water rights transfers and permitting processes with the Montana Department of Natural Resources & Conservation and local governments. She received her J.D., cum laude, from Vermont Law School in 2022. During her final year of law school, Ms. Abbott worked as a judicial extern and intern for Chief Water Judge Russell McElyea, Associate Water Judge Stephen Brown and various Water Masters at the Montana Water Court.

### **John E. Bloomquist | Of Counsel | 35 Years Exp. | Helena, Montana**

Mr. Bloomquist has been involved in natural resources legal matters for more than 30 years. His practice includes litigation in state and federal district courts, administrative hearings before state and federal agencies and appellate practice before the Montana Supreme Court, the Ninth and Tenth Circuit Courts of Appeal and the United States Supreme Court.

Mr. Bloomquist has been involved in water adjudication matters before the Montana Water Court for decades and has been the lead attorney in numerous precedent-setting decisions shaping Montana water law. His practice in natural resources law has included important decisions affecting a variety of subjects including CERCLA liability, endangered species, federal land use management and wildlife management throughout Montana. During his career, Mr. Bloomquist has represented a wide variety of agricultural clients, water supply entities, municipalities, local government entities, corporations and the State of Montana on water and natural resource issues and disputes.

His practice includes real estate transactions, easement matters, governmental affairs, wetlands issues, federal and state land management issues and all aspects of Montana water law. Mr. Bloomquist has been a well-known lecturer in continuing legal education about Montana water law, water quality law and real property law for more than two decades.

### **Betsy Story | Associate | 6 Years Exp. | Helena, Montana**

Ms. Story's specializes in all aspects of water law, including water rights adjudication, permitting, and water and ditch distribution litigation. She also serves clients facing general land use and real property issues, including buy-sell due diligence, access easement and encroachment disputes and public lands issues. Ms. Story received her Juris Doctorate degree from the University of Montana School of Law in 2019.

Complete attorney biographies are included as **Attachment B**.

## **Technical Team (HydroSolutions)**

### **Russ Radliff | Senior Water Rights Specialist | 16 Years Exp. | Helena, Montana**

Mr. Radliff has 16 years of water rights experience, starting in 2008, as a Water Resource Specialist with the DNRC in the Water Rights Adjudication Bureau. His current position is with HydroSolutions as a Senior Water Rights Specialist.

Mr. Radliff has extensive experience with water rights technical assistance related to the adjudication of water rights in Montana. While employed with DNRC, he examined water right statements of claim in support of Montana's statewide adjudication effort and provided the Water Court with technical information related to post decree assistance and water right enforcement. In 2015, Mr. Radliff joined WGM Group in Missoula as a Water Resource Specialist where he provided adjudication assistance to clients throughout the State of Montana, but especially in the Clark Fork River Basin 76G, Bitterroot River Basin 76HA, Blackfoot River Basin 76F, Flint Creek River Basin 76GJ, and Flathead River Basins 76LJ and 76L.

Mr. Radliff also has experience with DNRC new appropriation water right permitting procedures. He has assisted numerous clients with new water right permits and changes of existing water rights.

Notably, these projects included changing the water right associated with former Bonner Millsite Log Yard to a Marketing for Mitigation purpose to offset new water uses out of the Clark Fork River from Bonner to Thompson Falls. He also prepared change applications for water rights associated with the East Helena lead smelter to convert those water rights to instream flow in Prickly Pear Creek.

In 2022, Mr. Radliff joined HydroSolutions as a Senior Water Rights Specialist and continues to provide services related to water right adjudication and water right permitting. He is currently providing adjudication assistance to clients in Missouri River Basin 41I and Clark Fork River Basin 76G and is the HydroSolutions Project Manager for on-call water rights consulting services for the City of Bozeman.

Throughout his career, Mr. Radliff has commonly provided water right research and due diligence reports for ranches, commercial & industrial properties, subdivision developments and municipalities. These services include water right assessments, identification of issues, and providing recommendations for future use and protection of water rights.

Mr. Radliff also has comprehensive experience providing expert witness testimony in depositions and hearings related to Water Court, District Court, and DNRC administrative hearings.

Mr. Radliff holds a bachelor's degree in Earth Science from Montana State University – Bozeman.

### **Dave Baldwin | Sr. Water Rights Specialist-Hydrogeologist | 25 Years Exp. | Helena, Montana**

Mr. Baldwin is a senior hydrogeologist and registered professional geologist (WY, PG-1096) who has been working in the geoscience field professionally since 1978. In 2000, Mr. Baldwin was a founding Principal in Water Right Solutions Inc. in Helena, Montana until its merger with HydroSolutions in 2016. He holds a BA degree in Geology from the University of Montana and an MS degree in Hydrogeology from Montana Tech.

Mr. Baldwin provides services in water rights (analysis, permitting, mitigation, adjudication, valuations), and groundwater hydrogeology (groundwater exploration, aquifer testing analysis, and groundwater modeling). He is currently working as an expert witness on adjudication matters for the City of Bozeman and is part of the HydroSolutions team for on-call water rights consulting services for the City of Bozeman. He has extensive experience with adjudication support and water rights permitting. Current water rights projects also include:

- Water right permit application for a Bozeman-area subdivision to change a water right from irrigation to aquifer recharge to mitigate depletions to the Gallatin River.
- Water right permit and change applications for Tollefson Properties LLC to change irrigation to aquifer recharge to mitigate depletions from the Bitterroot River to add new well into City of Missoula water system.
  - Sub-contracted through Woith Engineering.
- Working with Parsons Behle & Latimer on adjudication matters for City of Deer Lodge.
- Water right permit applications for several Hutterite Colonies, some with associated mitigation plans.
- Recommendations to permit a well for a new motel near Big Sky.

Additionally, Mr. Baldwin is involved with the design and oversight of new public water supply wells for several Hutterite Colonies.

Prior to graduate school, Mr. Baldwin spent 17 years as an exploration geologist in Montana and Idaho for Cominco American, Teck Resources, Newmont Mining and others.

### **Mike Meredith | Senior Hydrogeologist | 16 Years Exp. | Billings, Montana**

Mr. Meredith is a hydrogeologist with approximately 16 years of professional experience whose specialties include groundwater hydrology, water rights, and analytical groundwater modeling. He

has provided expert services for clients adjudicating claims in the Montana Water Court and has guided numerous new permit and change applications through the DNRC permitting process. Mr. Meredith has performed technical analysis for water rights clients in accordance with DNRC procedures and has extensive experience reviewing DNRC technical analyses. Additionally, he has recent experience (2023–2024) with a surface water to groundwater change application in Basin 42J.

Mr. Meredith has also served as a consulting expert and expert witness providing opinions on legal matters and court cases on the topics of general hydrogeology, water-related property damage, water rights (including DNRC technical analysis procedures), gravel pit development, irrigation trespass, and others. Prior to his work at HydroSolutions, Mr. Meredith has worked as a hydrogeologist, an academic researcher in the isotope geochemistry field, and as a geologist in the hard-rock mining industry.

### **Luke Osborne | Water Resources Engineer, PE | 25 Years Exp. | Helena, Montana**

Mr. Osborne is a professional engineer with 25 years of experience in the fields of civil and water resources engineering. He is the owner of HydroSolutions and serves as the company’s President and is responsible for technical services, business management, project development, technical quality and client relations. He has worked at HydroSolutions since 2007 in Helena Montana, where he focuses on water resource engineering, hydrology, water rights, water quality, public water supply and irrigation, and environmental services. Mr. Osborne has been called on as an expert in cases involving hydrologic and hydraulic analysis, water rights and irrigation practices, channel restoration and wetlands mitigation, ditch construction, flood analysis, and Section 404 Clean Water Act actions. Mr. Osborne has prepared water right change and beneficial water use applications for municipal and private clients in closed basins. He has prepared engineering designs and has overseen construction of new public water supply wells for municipal and private clients. Following the historic floods of 2022 in the Greater Yellowstone region, Mr. Osborne has completed designs and has overseen construction of multiple stream restoration projects, with a large Forest Service project still in progress.

Prior to HydroSolutions, Mr. Osborne worked as an Associate Engineer at the Alaska Native Tribal Health Consortium and served as a Civil Engineer officer in the United States Air Force. Mr. Osborne has a Master of Science Degree in Civil Engineering from the University of Wyoming and a Bachelor of Science Degree in Civil Engineering from the U.S. Air Force Academy.

Complete technical team members’ biographies are included as **Attachment C**.

## **CONFLICTS OF INTEREST**

Parsons and HydroSolutions have conducted preliminary conflict searches and, as of the date of this submission, neither have unresolvable conflicts. As MCAA knows, the Flynn-Lowney Ditch traverses several properties throughout Missoula County, which might trigger a potential conflict depending on specific work requested as it relates to that ditch. However, no immediate conflicts are apparent for either Parsons or HydroSolutions.

Generally, Parsons’ process for identifying and resolving conflicts of interest involves scoping each discrete project as it arises and resolving conflicts of interest at that time. Should a conflict of interest arise, there are several ways to resolve that conflict, depending on the breadth of the conflict, particularly in a water rights setting. For each discrete project that arises, Ms. Brown will also coordinate with Mr. Radliff to resolve any conflicts of interest for HydroSolutions, should such an issue arise.

## **SCOPE OF SERVICES**

The proposed Scope of Services is broad, ranging from Montana Water Court adjudication work to municipal planning to entitlement and restoration work on Grant Creek. Parsons and HydroSolutions each have a deep bench of talent and, therefore, each of these discrete projects will necessitate a

different configuration of Project Team members. As such, each discrete project will be staffed by a combination of the above team members, but not all team members will need to work on each project. For example, the project of “tracking and responding to the 76M Preliminary Decree” is primarily Water Court adjudication work. As such, the only immediate team members needed for that project are Parsons’ attorneys (Ms. Brown and Ms. Abbott) and a HydroSolutions’ water resources specialist (Mr. Radliff). Contrastingly, the Grant Creek restoration on MCAA appears to include entitlement work, so it may make sense to use different attorneys (i.e. Ms. Brown or Mr. Kodadek and Ms. Pok) and an engineer (i.e., Mr. Osborne).

For all projects within the proposed scope of service, Ms. Brown will be your singular and primary point of contact. For each discrete project, she will discuss the scope and expected outcomes with you and will then advise on a staffing configuration from the project team that will provide comprehensive, efficient, and high-quality work for each project. Unless you and Ms. Brown determine otherwise, all work products, information, and invoices will be delivered to you by Ms. Brown as well, ensuring a streamlined communication channel.

For the duration of the Firm’s relationship with you, regular communication protocols will be set in place to keep you abreast of the Firm’s work and ensure the Firm is meeting your expectations for work performed. The communication protocols will be tailored to your preferences. Some options include weekly, bi-weekly, or monthly conference calls to discuss ongoing work or regular reports from the Firm to summarize the status of ongoing projects.

## PROJECT TEAM BILLING RATES

Parsons prides itself in providing our clients with efficient, timely, practical, problem-solving advice. Parsons is consistently one of the most cost-effective firms on both a regional and national basis. This is the result of an operating structure that is not as highly leveraged as other firms and our careful management of costs. As such, our rates are among the lowest in the nation for firms of our experience and size.

The following table illustrates the hourly billable rate for each team member who may be assigned to assist MCAA. While Parsons typically increases its hourly rates at the beginning of each year, the Firm will agree to hold its 2024 billing rates, as set forth below, effective through December 31, 2025.

Team Member	Role	2024 Billing Rate
Abigail R. Brown	Shareholder, Primary Contact	\$475
Jesse C. Kodadek	Of Counsel	\$465
John R. Bloomquist	Of Counsel	\$450
Ross P. Keogh	Shareholder	\$450
Besty Story	Associate	\$420
Jazmynn B. Pok	Associate	\$380
Diana J. Abbott	Associate	\$350

HydroSolutions’ hourly billing rates associated with providing the Scope of Services are below. HydroSolutions’ billing rates will increase on April 1, 2025, to the 2025 billing rates:

Team Member	Role	Description	2024 Billing Rate	2025 Billing Rate
Russ Radliff	Senior Water Rights Specialist	Water Rights Specialist IV	\$142	\$145.50
Dave Baldwin	Sr. Water Rights Specialist-Hydrogeologist	Hydrogeologist V	\$159	\$163
Mike Meredith	Senior Hydrogeologist	Hydrogeologist V	\$142	\$145.50
Luke Osborne	Water Resources Engineer, PE	Principal Engineer	\$180	\$184.50

HydroSolutions’ General Price List and Expense List is included as **Attachment D**.

### PROPOSAL FORMS

The MCAA Request for Proposal Form for both Parsons and HydroSolutions is included as **Attachment E**.

### INSURANCE FORMS

Insurance evidence and certification of requirements for both Parsons and HydroSolutions are included as **Attachment F**.

# Attachment A

## Parsons Subcontractor Engagement Letter

December 12, 2024

**VIA E-MAIL**

HydroSolutions, Inc.  
Attn: Russ Radliff  
303 Clarke Street  
Helena, MT 59601  
[russ@hydrosi.com](mailto:russ@hydrosi.com)

**Re: Engagement Letter – Missoula County Airport Authority (Confidential and Privileged)**

Dear Russ,

This letter agreement formalizes our prior discussions and confirms Parsons Behle & Latimer's ("Parsons") retention of HydroSolutions, Inc., a Montana corporation ("HydroSolutions") as a consultant to provide Parsons information and services in connection with our providing of legal advice to Missoula County Airport Authority ("MCAA") relative to the water rights services associated with MCAA's Request for Proposal dated November 26, 2024.

I understand that HydroSolutions has no potentially conflicting consulting or other contractual relationship with any adverse or potentially adverse party to MCAA. I understand that you will advise me immediately if any potential conflict of interest arises.

During the course of this engagement, you should receive your instructions directly from me. All drafts, final reports and any other deliverables shall be submitted to Parsons, and specifically addressed to my attention.

By undertaking this engagement, MCAA explicitly acknowledges and agrees that any data and/or other information created by or disclosed to HydroSolutions or any of its employees in the course of this engagement (other than that which is publicly available or is revealed to HydroSolutions by a third party not known to HydroSolutions), is confidential. This information is legally privileged and, except as is required by judicial or governmental mandate, all such information shall be maintained in strict confidence and not be revealed to any other person without express prior permission from Parsons. The scope of this privileged and confidential information extends to all information, data or knowledge learned by HydroSolutions whether received orally, in writing, by observation, by electronic means, by drawing or photograph, or

any other media and all related communications whether before, during or after the work is performed. This confidentiality obligation is a perpetual one and extends to any and all HydroSolutions employees, contractors or agents who may work on this matter. Further, by undertaking this engagement, HydroSolutions agrees that any information created in tangible form (including but not limited to writings, drawings, photographs, or electronic media) in connection with this engagement shall be labeled as follows:

**CONFIDENTIAL AND PRIVILEGED ATTORNEY/CLIENT  
COMMUNICATION**

All such information, together with any and all information, correspondence and other documentation received by HydroSolutions in relation to the work shall be maintained in a secured file or filing area. If any third party seeks access to information covered by this Agreement by serving a subpoena issued by any court, or any administrative or legislative body, or any other person or entity purporting to have authority to subpoena such information, unless otherwise required by the express terms of the subpoena, HydroSolutions shall not produce such information unless you first: (a) promptly notify Parsons and MCAA of the subpoena; and (b) allow a reasonable opportunity to move to quash or modify the subpoena.

The very fact that HydroSolutions is conducting the work is itself confidential and should not be disclosed by HydroSolutions or any of its employees to any third parties without the prior written permission of Parsons and MCAA.

Upon request of Parsons and MCAA, HydroSolutions will return any and all hard copies or tangible information provided to or created by HydroSolutions pursuant to the work contemplated herein.

Copies of invoices for services performed under this engagement shall be sent to Parsons at our Helena office. HydroSolutions understands that Parsons shall include HydroSolutions's invoices with Parsons' invoices to MCAA and will only remit payment upon receipt of payment from MCAA. As such, HydroSolutions shall look exclusively to MCAA for payment of its invoices and shall not seek payment from Parsons.

It is further understood and agreed that HydroSolutions is an independent contractor and that HydroSolutions shall in no circumstances be deemed an employee of MCAA or Parsons. This letter agreement may be terminated by Parsons for any reason by written notice. Upon any such termination, HydroSolutions shall be paid for all services performed through and including the date of termination.

If any provision of this letter agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. The



December 12, 2024  
Page Three

remaining provisions shall be fully severable, and this letter agreement shall be construed as if such invalid provisions never had been inserted.

This letter agreement shall be governed, construed and interpreted in accordance with the laws of the State of Montana.

If the terms of this engagement are acceptable, I would appreciate your confirming the same by signing a copy of this letter in the space provided below and returning it to me at your earliest convenience.

Thank you for your assistance in this matter.

Sincerely,

PARSONS BEHLE & LATIMER

Abigail R. Brown  
Attorney at Law

ARB:arb

Agreed and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Russ Radliff

# Attachment B

## Legal Team Biographies

*Based in Montana, Abby Brown is a member of the firm's environmental and natural resources team and water law practice groups. Abby draws on her extensive transactional and litigation experience in water rights and real property issues to provide comprehensive yet practical legal services that support clients' goals with a focus on sustainable results.*



## Abigail R. Brown

Office Managing Shareholder | Helena

### Biography

Abigail R. Brown is a member of Parsons Behle & Latimer's environmental and natural resources team and the firm's water law practice groups. She has more than a decade of experience representing a diverse range of water users, from small individual family farms to large irrigation districts, in water law and real property matters. Ms. Brown holds an L.L.M. in Water and Environmental Law from McGeorge School of Law, where she focused on contemporary water law and environmental issues facing the greater Intermountain West region.

In her water law practice, Ms. Brown represents water users through all stages of water rights adjudication proceedings in the Montana Water Court, water rights distribution and enforcement conflicts in state district courts and administrative permitting in state agencies. Ms. Brown also represents clients in a wide range of transactional matters, including water rights due diligence investigations for clients' existing water portfolios or for clients who are purchasing water rights or real property with appurtenant water rights.

As a conflict resolution professional, Ms. Brown offers mediation, facilitation and conflict coaching services to water users as an alternative to litigation or in connection with potential settlement discussions in existing litigation. She is a conflict resolution facilitator, often partnering with other organizations to facilitate community dialogues and stakeholder meetings to address business, organizational, community and local government conflicts.

Outside of her legal career, Ms. Brown and her spouse Collin spend their time adventuring with their two little boys and seeking out the best creek-side campsites in the Intermountain West.

### Contact information

406.410.5022

[abbybrown@parsonsbehle.com](mailto:abbybrown@parsonsbehle.com)

### Capabilities

Agriculture

Water Rights, Quality & Infrastructure

Real Estate

Environmental & Natural Resources

### Licensed/Admitted

Montana

U.S. Dist. Court, Dist. of Montana

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**LEGAL**  
**PERSPECTIVE**

**PARSONS  
BEHLE &  
LATIMER**

## Experience

### Montana Water Adjudication Representation

Represents dozens of water rights owners located throughout Montana in most hydrological basins subject to ongoing adjudication by the Montana Water Court against claims of abandonment, non-perfection and challenges to every possible element of a water right. Clients include individual farmers, family ranches, corporations, irrigation districts and water supply companies.

## Accomplishments

### Professional

Member, Montana Department of Natural Resources & Conservation Comprehensive Water Review Stakeholder Working Group (2022 – present)

Voting Member, Water Adjudication Advisor Committee for the Montana Water Court (2021- - 2023)

Judicial Law Clerk, Retired Justice Patricia O. Cotter, Montana Supreme Court (2010 - 2011)

### Academic

University of the Pacific—McGeorge Law School, L.L.M. in Water and Environmental Law (2021)

University of Montana Law School, J.D. with Honors (2010)

University of Montana, M.A., Intercultural Youth and Family Development (2006)

Thesis: Coming to the Table: *Peacemaking and Truancy Rates in Schools with a High Enrollment of American Indian Students* (May 2006)

Northwestern University, B.S.Ed., in Education and Social Policy (2001)

## Associations

### Professional

State Bar of Montana, Water and Natural Resources Law Sections, Co-founder of Water Law Section (2016)

- Immediate Past Chair, Water Law Section (2019-2020)
- Chair (2018 - 2019)
- Vice Chair, Water Law Section (2017-2018)

American Bar Association, Environment, Energy & Resources Section (SEER)

The Foundation for Natural Resources and Energy Law formerly known as Rocky Mountain Mineral Law Foundation

Standing Committee on Self-Represented Litigants, Montana Supreme Court's Access to Justice

- Co-Chair (2016-2018)

### Community

Montana Department of Natural Resources & Conservation, Comprehensive Water Review Stakeholder Group (SWG) member, (Judiciary and Final Decrees sub-working group) 2023-2024)

Helena Public Montessori Parents, Inc., Board Treasurer (2022 – present)

YWCA Helena

Trust Montana

U.S. Peace Corps (Malawi, 2001-2003)

## Articles

“Climate Change & Water Law,” *The Water Report*, Sept. 14, 2020

“Adjudication & Historical Use: Gathering and Preserving Evidence of Historical Use in Montana’s Statewide Adjudication of Water Rights,” Feb. 15, 2018

“Water Justice Under the Big Sky: Locating a Human Right to Water in Montana Law,” *Vol. 45 Public Land & Natural Resources Law Review* 42, Spring 2022

“Water Law and Climate Change,” *The Water Report*, Sept. 2022

“Common Mistakes in Real Property Transactions Involving Water Rights,” *Annual Real Estate Section Annual Continuing Education Seminar* (Fairmont Hot Springs Resort, Montana) Feb. 16, 2018

## Presentations

“The Prior Appropriation Doctrine 101: Background, History, Overview,” United States Environmental Protection Agency Headquarters staff, Dec. 28, 2021

“Starting a Law Firm,” Law Practice Bootcamp, The State Bar of Montana RILP Program, May 12, 2021

“Abandonment Law in Montana: Gathering and Preserving Evidence,” 17th Annual Montana Water Law Seminar, The Seminar Group (Helena, Montana) Sept. 28, 2017

“Ethics of Advising Recreationist Clients,” Montana Stream Access Symposium, Alexander Blewett School of Law, Missoula, Montana, Mar. 16, 2018

“Managing a Water Law Practice,” 18th Annual Montana Water Law Seminar, The Seminar Group, Oct. 6-7, 2018

“Mediation & Settlement Negotiations,” 19th Annual Montana Water Law Seminar, The Seminar Group, Sept. 17-18, 2019

“Notice Requirements & the Scope of Participation in the Montana Water Court,” Sept. 9-19, 2020

“Real Estate Perspectives on Water Law,” Annual Montana Water Law Seminar, The Seminar Group, Sept. 28-29, 2021

“Water Law and Climate Change: How might water law respond to climate change?” 22nd Annual Montana Water Law Seminar, The Seminar Group, Helena, Montana, Oct. 5-6, 2022

\*To view additional insights and related news items, visit [parsonsbehle.com/people/abigail-brown#insights](https://parsonsbehle.com/people/abigail-brown#insights)

*Ross Keogh is a shareholder in the firm's rapidly growing Missoula, Montana office. His practice focuses on helping clients create and manage tax-efficient business structures and capital syndication, particularly in the context of start-ups, real estate and the Opportunity Zone incentive.*



## Ross P. Keogh

Office Managing Shareholder, Missoula  
Missoula | Jackson | Salt Lake City

### Biography

Ross Keogh leads the firm's tax practice. His team counsels clients on complex tax and economic structuring and the monetization and transfer of tax credits under the Inflation Reduction Act. His team is known for their structuring charts which allow for immediate alignment on tax and economic implications of the deal, allowing for transactions to close at the speed of business.

Ross is a leading expert on a variety of tax incentives, including the Opportunity Zones Tax Provision (section 1400Z-2), Section 45V the Hydrogen Production Tax Credit, Section 170(f) dealing with the donation of conservation easements, and Section 468B providing for Qualified Settlement Funds. Ross provides advice to clients in tax planning and deal structuring around the creation, sale or purchase of businesses or real property and the management of litigation proceeds and settlements. His experience as an economist and attorney enables him to directly and dynamically advise clients on the tax and business implications of transactions and to tax-efficiently structure their capital stack. Ross leads Parsons' tax team in routinely advising clients on securing gain exclusion or deferral under the tax code, including Section 1202 the qualified small business stock exclusion (QSBS), Section 1400Z-2, Section 1031—providing deferral for exchanges of real property, and the provisions allowing for tax-free capitalization of partnerships and corporations such as Section 721, Section 351 and Section 368.

### Contact information

406.317.7241

[rkeogh@parsonsbehle.com](mailto:rkeogh@parsonsbehle.com)

### Capabilities

Corporate Transparency Act  
Mining & Water Rights  
Natural Resources, Real Estate &  
Renewable Energy Taxation  
Planning & Structuring  
Renewables  
Tax  
Environmental & Natural Resources  
Tax Controversies  
Water Rights, Quality & Infrastructure  
Real Estate  
Aviation

### Licensed/Admitted

Montana  
U.S. Dist. Court, Dist. of Montana  
U.S. Tax Court  
Wyoming  
U.S. Dist. Court, Dist. of Wyoming  
Utah  
North Dakota

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**LEGAL**  
**PERSPECTIVE**

## Experience

### **Hydrogen Production Tax Credit**

Advising LADWP on the monetization of the 45V hydrogen production tax credit and the Section 48 investment tax credit associated with the development of the ACES Project in Delta, Utah, the world's first integrated green hydrogen production, storage and combustion facility.

### **Private Equity Transaction**

Ross was the lead tax architect in the simultaneous roll up of over 60 dental support organizations in reliance on Section 721 as part of the recapitalization of Salt Lake City based dental support organization.

### **Real Estate Syndication and Capitalization**

Counsel for multiple developers in capital syndication and associated real estate acquisitions.

### **Integrated land donations in conjunction with resort and housing developments**

Advised multiple clients on leveraging tax deductions associated with open space parcels integrated into developments and conservation easements and utilization of Section 170(f).

### **Complex Settlement Fund Distribution**

Counsel for trustee of a qualified settlement fund organized under Section 468B in the distribution of the fund and a variety of complex tax issues to distribute over \$5 million to over 10,000 beneficiaries.

### **Qualified Opportunity Fund for Acquisition of Hotels**

Advised client on the creation of qualified opportunity fund under Section 1400Z-2 and the acquisition of projects in three markets to support the development of extended stay hotels.

### **Ongoing Property Acquisitions**

Advised client on the acquisition of real property and associated equity syndication real estate investments in the Intermountain West to successfully acquired four individually syndicated projects with more ongoing.

### **Complex Property Acquisitions in Expedited Time Frame**

Represented company who acquired three properties from four different sellers and completed multiple simultaneous closings in an expedited time frame leveraging Section 1031 to defer capital gain.

### **ASJ Ventures, LLC Acquisition**

Counseled the client on the acquisition and \$3 million financing of 1,250 units of a partially completed subdivision near Wye, Montana with significant upzoning potential.

### **111X Pacific, LLC - Acquisition and Financing**

Represented the developer in the near-simultaneous \$46M acquisition of three adjacent properties in the core of downtown Tacoma, Wash. in reliance on the opportunity zone incentive, and the associated syndication and financing for the development of a mixed-use integrated project.

### **Facilitated Deal to Install Largest Solar Array in Montana**

Represented a developer in a first-of-its-kind deal in Montana with third-party financing between to design and install a solar array - the largest behind-the-meter array currently known in Montana.

### **Environmental, Social and Governance (ESG) Project**

Assisted on an environmental, social and governance (ESG) project for the San Juan County Clean Energy Foundation LLC to establish a fund designed to contribute to the near communities.

### **Established Tax-Advantaged Trusts and Lease Agreements**

Counsel to private individuals on the use of LLCs and trusts to set up tax-advantaged structures.

### **Lead Counsel on the sale of a multi-state truck parts importer and wholesaler to TruckPro, LLC**

## Accomplishments

### **Academic**

University of Montana School of Law (Juris Doctorate, 2014, with Honors)

- Honors: Jessup Moot Court Team, Member
- Honors: Recipient of the Margery Hunter Brown Assistantship
- Law Review: Public Lands and Resources Law Review, Editor

University of Montana, Master of Economics degree

- Thesis: "Market Power and Regulatory Failures in the Montana Wholesale Electricity Market"

Vassar College, Bachelor of Arts degree

## Associations

### **Professional**

State Bar of Montana

American Bar Association - Section of Taxation

## Articles

"New Entity Registration Requirements Under the Corporate Transparency Act." Dec. 4, 2023

"Beneficial Ownership Reporting – Start Your Engines," Oct. 16, 2023

"Implications of the Inflation Reduction Act for the Natural Resource Sector: How Resulting Tax Incentives and Fees Could Affect Your Business," Aug. 15, 2022

"Superfund Chemical Excise Taxes Restored and Expanded by Jobs Act," June 21, 2022

"Tax Traps for Startups with No Income," *Utah Business Magazine*, April 12, 2022

"IRS Again Provides Extraordinary Flexibility for Opportunity Zone Investors in the Wake of the Pandemic," Jan. 25, 2021

"The Enhanced and Expanded Employment Retention Credit," Jan. 12, 2021

"Tonix Pharmaceuticals buys 44 acres in Hamilton, plans vaccine production facility," December 28, 2020



“New COVID Relief Statute: Second Round of PPP Loans, Extension of FFCRA Leave Rights, and Tax Code Changes,” Dec. 23, 2020

“A Portion of Payroll Taxes May Be Deferred for the Vast Majority of Workers Beginning Sept. 1, 2020, and Continuing Through Dec. 31, 2020,” Aug. 29, 2020

“PPP Loan Program Modified – More Time to Spend, Fewer Restrictions on Spending,” June 5, 2020

“Strategies on Acing the SBA’s new PPP Loan Forgiveness Application,” May 18, 2020

“\$2 Million PPP Safe Harbor Announced by SBA,” May 13, 2020

“Paycheck Protection Loan Amnesty Program Ends Soon – May 7 – Should You Return Your Loan?” May 4, 2020

“Relief Fund Payments to Healthcare Providers Under the CARES Act,” April 23, 2020

“CARES Act PPP Loans Interim Final Rule Released,” April 3, 2020

## Presentations

“The Corporate Transparency Act,” Feb. 8, 2023

“Inflation Reduction Act – Board Observations,” Rocky Mountain Chapter of the Energy Bar Association, Nov. 17, 2022

“MTLA Annual Convention,” August 5, 2021

“Accessing BUILD Grants to Improve Infrastructure,” March 19, 2021

“The Coronavirus “Response Act” – COVID-19 Relief and Tax Benefit Opportunities in 2021,” Jan. 14, 2021

“Strategies on Acing the SBA’s New PPP Loan Forgiveness Application,” May 20, 2020

“Moving Forward: Resuming Business in a Changed Environment,” May 7, 2020

“Natural Resources Industry Liquidity, Compliance and Operational Challenges,” April 1, 2020

*Jesse is a litigator in the firm's Missoula, Montana office, where he splits his time between state and federal courts. His practice focuses on real estate-related litigation; commercial litigation, including consumer-side class actions in state and federal court; and complex insurance issues. He also has extensive experience litigating and is a recognized authority on public road, easement and access issues throughout Montana.*



## Jesse C. Kodadek

Of Counsel | Missoula | Helena

### Biography

Jesse C. Kodadek is a member of Parsons' litigation team. Jesse litigates in both trial and appellate courts, where he represents clients in a wide variety of matters, particularly in real estate-related litigation; in property rights cases involving public roads, easements and other access issues; in general commercial litigation; in insurance disputes, including complex coverage issues; and in class actions.

Jesse has spent time in state and federal courtrooms from one end of Montana to the other and has successfully presented many appeals to the Montana Supreme Court and the Ninth Circuit Court of Appeals.

### Experience

**Montanans Against Irresponsible Densification, LLC v. State, 2024 MT 200, 418 Mont. 78, 555 P.3d 759.**

Represented amicus Shelter WF, Inc. on appeal at the Montana Supreme Court, which successfully supported reversal of a district court decision enjoining "The Montana Miracle," a set of pro-housing and anti-NIMBY reforms passed by the Montana Legislature in 2023 which gained national attention. Because of that reversal, property owners in most Montana cities are now permitted to build accessory dwelling units and duplexes on almost every residentially zoned lot. On remand, the district court permitted Shelter WF to intervene, and the case is ongoing.

### Contact information

406.317.7245

[jkodadek@parsonsbehle.com](mailto:jkodadek@parsonsbehle.com)

### Capabilities

Appeals

Real Estate Litigation

Insurance Litigation

Plaintiffs Litigation

Business & Commercial Litigation

### Licensed/Admitted

Montana

U.S. Dist. Court, Dist. of Montana

U.S. Court of Appeals, 9th Circuit

U.S. Supreme Court

**LH Residential v. Allied Waste Services of North America d/b/a Republic Services, DV-22-1172 (Nov. 28, 2023, Mont. Fourth Judicial Dist. Ct.)**

Obtained class certification and appointment as lead counsel in favor of class of over 1000 Missoula customers of Republic Services, which knowingly provided dumpsters measuring just 2.5 cubic yards to customers who selected and paid for 3-yard dumpsters for decades. The case is ongoing and an appeal is currently pending before the Montana Supreme Court.

**Dow v. Safeco Insurance Co. of America, 2021 WL 2187288 (D. Mont. 2021).**

Obtained class certification and appointment as lead counsel in favor of a state-wide class of Montana insureds to determine whether Safeco breached its obligations to its insureds and violated Montana's Unfair Trade Practices Act for the way it handles roof-related general contractor overhead and profit on storm claims. The case is ongoing and an appeal is currently pending before the Ninth Circuit.

**Kramer v. Fergus Farm Mut. Ins. Co., 2020 MT 258,401 Mont. 489,474 P.3d 310.**

Obtained class certification and appointment as lead counsel in favor of a state-wide class of Montana insureds alleging that Fergus wrongfully withheld general contractor overhead and profit on storm damage claims. The order was affirmed on appeal. The case is ongoing.

**LL Liquor, Inc. v. State of Montana, 835 Fed.Appx. 917 (9th Cir. 2020); 912 F.3d 533 (9th Cir. 2018); and 757 Fed.Appx. 591 (9th Cir. 2018).**

Represented a liquor franchisee in a breach of contract action against the state. The case went to the Ninth Circuit three times and ultimately resulted in a judgment of nearly \$6 million. One of the Ninth Circuit arguments resulted in published decision affirming the district court's Contracts Clause decision and a concurrently filed memorandum decision concluding the state breached the contract. The last trip to the Ninth Circuit resulted in a decision reversing the district court and concluding that LL Liquor was entitled to 10% post-judgment interest on a \$5 million stipulated judgment.

**Huckins v. United Services Automobile Association, 2017 MT 143,387 Mont. 514,396 P.3d 121.**

This case started out as a basic tort case against a prior owner of a home for allegedly failing to disclose water damage and a flood-prone basement. It soon turned into a confessed judgment and an assignment of claims against the insurance company, where the client ultimately prevailed in a claim that USSA breached its duty to defend its insureds in the underlying case. On remand, after a series of favorable decisions including that a six-figure stipulated judgment was reasonable and that the client was entitled to attorney fees from the insurer, the case settled on favorable terms just before trial.

**Mandich v. French, 2022 MT 88,408 Mont. 296,509 P.3d 6.**

Represented a client in a dispute related to a shared well agreement and associated easements, and the opposing party's attempts to convert their use of the well to substantial commercial use. The client prevailed in district court and the Montana Supreme Court affirmed.

**Sieben Ranch Company v. Adams, 2021 MT 172A, 404 Mont. 510, 494 P.3d 307.**

Represented an historic ranch that brought a declaratory judgment action asserting that the neighboring property owners (of multiple sections) had no legal access over the ranch, despite their claims that there was a private easement, a county road, and access by virtue of a conservation easement over the ranch's property. The ranch prevailed in both district court and on appeal.



**Estate of McClure, 2016 MT 253, 385 Mont. 130, 381 P.3d 566.**

Obtained a reversal of the district court's conclusion on the interpretation of a trust that essentially disinherited our client, and holding that an ambiguous trust agreement must be construed to require the creation of two trusts upon the death of the first co-grantor, which re-inherited our client.

**Flora v. Clearman, 2016 MT 290, 385 Mont. 341, 384 P.3d 448.**

Represented clients in a complicated access dispute after the title insurance company paid policy limits and walked away. The published decision was the Montana Supreme Court affirming the grant of a preliminary injunction in favor of our clients while vacating unnecessary conditions on that injunction. The district court ultimately concluded that our clients had an express easement and the case settled before a damages trial.

**Letica Land Company v. Anaconda-Deer Lodge County, 2015 MT 323, 381 Mont. 389, 362 P.3d 614.**

This was a long-running case where we represented a private landowner versus a Montana county. It involved two separate roads, one of which the County claimed was a county road, and the other, which was of more concern to our client, was an alleged public prescriptive easement. On appeal, we obtained a reversal of the trial court's decision that there was a public prescriptive easement crossing the clients' private property.

## Accomplishments

### Professional

Executive Editor, *Montana Law Review*

Super Lawyers Rising Star, 2023

### Academic

University of Montana School of Law, Missoula, Montana J.D. – 2013

University of Montana B.A. Major: English Literature

## Associations

### Professional

State Bar of Montana

Western Montana Bar Association

*Jazmyynn B. Pok is a member of Parsons' Real Estate practice team where she serves a variety of clients in matters relating to land use, entitlements, leasing, real property and renewable energy transactions.*



## Jazmyynn B. Pok

Associate | Salt Lake City

### Biography

Jazmyynn's practice focuses on transactional work related to land use, zoning, leasing, real estate, and renewable energy. Jazmyynn assists clients with land acquisition, new developments, commercial and residential property, and tenant-in-common, 1031 exchange, purchase and sale transactions, and renewable energy development projects.

Jazmyynn earned her Juris Doctorate with High Honors from the University of Utah, S.J. Quinney College of Law. While in law school, Jazmyynn externed for the Honorable Utah Supreme Court Chief Justice Matthew Durrant. Prior to law school, Jazmyynn earned a Master of Strategic Communication degree and bachelor's degree in Environmental Studies from Westminster College.

### Experience

#### Solar Energy Acquisition

Represented buyer in land acquisition of multiple utility scale solar project involving private, state, and BLM land, and including land acquisition, title, leasing, and entitlements.

#### Renewable Energy

Represented lender in financing of multiple utility scale solar project including land acquisition, title, leasing, and entitlements.

#### Entitlement and Development of Mixed-use Project

Lead counsel on 89-acre mixed-use development in Summit County, including residential, workforce housing, office, retail and hotel space.

### Contact information

801.536.6792

[jpok@parsonsbehle.com](mailto:jpok@parsonsbehle.com)

### Capabilities

Real Estate

Resorts & Recreation

Trusts, Wills & Estates

Renewables

### Licensed/Admitted

Utah

Montana

Wyoming

**ASJ Ventures, LLC Acquisition**

Counseled the client on the acquisition and \$3 million financing of 250 units of a partially completed subdivision near Wye, Montana with significant upzoning potential.

**111X Pacific, LLC - Acquisition and Financing**

Represented the developer in the near-simultaneous \$46M acquisition of three adjacent properties in the core of downtown Tacoma, Wash. in reliance on the opportunity zone incentive, and the associated syndication and financing for the development of a mixed-use integrated project.

**Entitlement and Development of Major Retail and Hotel Development**

Lead counsel in the entitlement and development of an 89-acre mixed-use development in Park City and Deer Valley, Utah which includes a combined 1,086 units and 311,000 square feet of retail and hotel development.

**Accomplishments****Academic**

University of Utah, S.J. Quinney College of Law, Juris Doctorate, 2021

Westminster College, Master of Strategic Communication, 2015

Westminster College, Environmental Studies, 2009

**Associations****Professional**

Utah State Bar, Real Estate Practice Group

Member, Women Lawyers of Utah

**Community**

Executive Board Member, Neighborhood House

President, Attorneys of Color Affinity Group, Parsons Behle & Latimer

Mentor, UCLI

Member, Women's Leadership Initiative, Urban Land Institute – Utah

**Articles**

Final Rule Regarding Transparency in Residential Real Estate Transfers, Sept. 5, 2024

Lithium Mining in Nevada: The White Gold Rush? June 8, 2021

*Diana J. Abbott is a member of the firm's water law practice group. Her practice specializes in helping clients navigate complex water rights issues, specifically the water rights adjudication process in Montana.*



## Diana J. Abbott

Associate | Missoula

### Biography

Diana J. Abbott received her J.D., cum laude, from Vermont Law School in 2022. During her first two summers of law school, Ms. Abbott interned for the Trout Unlimited legal team based in Bozeman, Montana, assisting their attorneys in the water rights adjudication process before the Montana Water Court and DNRC water permit actions. Ms. Abbott also participated in unprecedented Clean Water Act issues while interning at Trout Unlimited and as a student clinician at the Environmental Advocacy Clinic at Vermont Law School.

During her final year of law school, Ms. Abbott worked as a judicial extern and intern for Chief Water Judge Russell McElyea, Associate Water Judge Stephen Brown and various Water Masters at the Montana Water Court. As the top student in an Environmental Dispute Resolution course focusing on negotiation and mediation, Ms. Abbott received the Academic Excellence Award.

In 2018, Ms. Abbott received her B.S. in Business Administration, summa cum laude, from Colby-Sawyer College. Outside of her legal career, Ms. Abbott enjoys skiing, fly fishing and hiking with her husband Alex and Australian Shepherd named Jack.

### Accomplishments

#### Academic

Vermont Law School, J.D., *cum laude*, 2022

Colby-Sawyer College, B.S., Business Administration, *summa cum laude*, 2018

### Associations

#### Professional

State Bar of Montana

### Contact information

406.317.7242

[dabbott@parsonsbehle.com](mailto:dabbott@parsonsbehle.com)

### Capabilities

Environmental & Natural Resources  
Water Rights, Quality & Infrastructure  
Agriculture

### Licensed/Admitted

Montana

U.S. Dist. Court, District of Montana



## John E. Bloomquist

Of Counsel | Helena

### Biography

Mr. Bloomquist draws from his former experience as a Water Master with the Montana Water Court to continue close and productive relationships with administrative and regulatory bodies. From 1994 to 2013, he was a shareholder at Doney Crowley Payne Bloomquist, P.C. and represents a variety of clients including ranchers, irrigation districts, small and large water projects, associations and municipal and industrial water users. His practice involves transactional aspects of natural resource matters as well as litigation before courts and various state and federal administrative agencies.

Mr. Bloomquist has been involved with many important cases determining water rights in drainages and basins across the state of Montana. He is a highly-requested and respected presenter at continuing legal education courses on the subjects of Montana water rights and water quality law. His extensive knowledge has earned a top ranking in the field of Natural Resources & Environment by *Chambers and Partners*.

Raised in Colorado on a family ranch, Mr. Bloomquist has been involved in all aspects of the livestock industry, resulting in a genuine personal interest and devotion to agricultural-related matters.

### Accomplishments

#### Professional

*Chambers and Partners*, Natural Resources & Environment, top ranking - band 1

Recognized in *Best Lawyers in America*

#### Academic

University of Colorado School of Law (J.D., 1989)

University of Colorado (B.A., 1980)

Major: Business with Emphasis in Mineral Lands Management

### Contact information

406.410.5020

[jbloomquist@parsonsbehle.com](mailto:jbloomquist@parsonsbehle.com)

### Capabilities

Water Rights, Quality & Infrastructure  
Environmental & Natural Resources

### Licensed/Admitted

Montana

U.S. Supreme Court

U.S. Court of Appeals, 9th Circuit

U.S. Court of Appeals, 10th Circuit

U.S. Dist. Court, Dist. of Colorado

U.S. Dist. Court, Dist. of Montana



## Associations

### Professional

State Bar of Montana

*Betsy Story specializes in all aspects of water law, including water rights adjudication, permitting, and water and ditch distribution litigation. She also serves clients facing general land use and real property issues, including buy-sell due diligence, access easement and encroachment disputes and public lands issues.*



## Betsy Story

Associate | Helena

### Biography

Prior to joining Parsons Behle & Latimer, Betsy Story worked as an associate attorney at Bloomquist Law Firm, P.C. for three-and-a-half years, serving clients across the state of Montana in Water Court, State District Court and Federal Court. Ms. Story received her Juris Doctorate degree from the University of Montana School of Law in 2019. During her time as a law student, Ms. Story served as president of the Federalist Society Student Chapter and was the recipient of the Dean of Students Award for Highest Academic Achievement in Land Use & the Environment.

While in law school, Ms. Story served as a law fellow for U.S. Senator Steve Daines, where she gained experience working on federal lands litigation reform and legislation. She also worked on several pre-indictment cases as well as a successful appeal brief to the 9th Circuit Court while a summer law clerk at the U.S. Department of Justice.

Ms. Story holds an undergraduate degree in Political Science with minors in Russian and Arabic Studies. She often returns home to Emigrant, Montana, to help on her family's cattle ranch and enjoys rafting, long distance running and skate skiing, and mountain lion hunting.

### Accomplishments

#### Academic

University of Montana School of Law, J.D., 2019

University of Montana, Missoula, B.A., high honors, 2016

Major: Political Science

### Contact information

406.410.5021

[bstory@parsonsbehle.com](mailto:bstory@parsonsbehle.com)

### Capabilities

Environmental & Natural Resources

Environmental Litigation &  
Administrative Appeals

Mining

Public Lands

Real Estate Litigation

Water Rights, Quality & Infrastructure

### Licensed/Admitted

Montana

U.S. Dist. Court, Dist. of Montana

U.S. Court of Appeals, 9th Circuit

## Associations

### Professional

First Judicial District Bar Association

State Bar of Montana, Water Law Section

Water Law Section Council, Member at Large (current)

### Community

Helena City Zoning Commission, Member (current)

## Presentations

“Understanding Montana’s Surface Water and Groundwater Rights,” HalfMoon Seminars, Jan. 24, 2024

“Environmental Considerations: “Navigable” Waters, Related Permitting, and the NHPA,” 8th Annual Ranches, Farms & Agribusiness CLE, 2023

“Understanding Water Storage,” 23rd Annual Montana Water Law CLE, Oct. 17 and 18, 2023

“Environmental Considerations: NHPA, WOTUS, 310 Permitting; Stream Access and Navigable Waters,” Ranches, Farms and Agribusiness in Montana and Beyond Conference, Sept. 13 and 14, 2023

*\*To view additional insights and related news items, visit [parsonsbehle.com/people/betsy-story#insights](https://parsonsbehle.com/people/betsy-story#insights)*

# Attachment C

## Technical Team Biographies

**Professional Profile**

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**WGM Group 2015-2022, HydroSolutions Inc, 2022-current**

Provide water right technical expertise associated with DNRC water right permitting processes and Montana Water Court adjudication cases. Provide expert witness testimony for DNRC contested case hearings, Water Court cases, and District Court cases. Perform on-site field inspections, flow measurements, and GIS mapping to form the basis of expert witness testimony. Provide advice to developers on Combined Appropriation rules and prepare required subdivision documents to DNRC and County. Manage projects by establishing budgets, directing, and delegating tasks to team members, and maintaining client communication. Speak to DNRC on behalf of clients, conservation groups and state agencies on a variety of water rights matters.

**WY State Engineers Office, Natural Resource Program Principal, 2012-2015**

Manage applications for permits to appropriate groundwater for beneficial uses. Direct and provide assistance to staff members according to policy and State Engineer orders. Serve as project manager for special assignments and data requests. Report progress and workload to assistant administrator. Hire, train and develop new employees to learn SEO permit processing. Perform employee performance reviews. Speak at public meetings and local committees on special projects and groundwater availability issues.

**Montana DNRC, Water Resource Specialist, 2008-2012**

Examine Water Right Statements of Claims in support of the statewide adjudication of all historical water rights. Map special enforcement projects and large irrigation systems. Assist other bureaus and regional offices with field work and application and notice processing.

**Academic Credentials**

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B.S.	Earth Sciences, Montana State University	2006
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**Continuing Education**

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Montana Water Law Conference	2015 -2023
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Project Management Bootcamp, PSMJ Resource, Inc	2018
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State of Wyoming Supervisor Training	2013 -2014
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Groundwater Hydrology, University of Montana, Helena College of Technology	2011
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DNRC Flow Measurement Training, USGS Midsection Methods & Manning's Equation	2010 -2011
DNRC Water Commissioner Training	2010
Mediation Training	2009
DNRC Water Rights Claim Examination Training	2008

### Notable Experience Details

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#### NEW APPROPRIATIONS

- ❖ *Bonner Millsite (Bonner, MT) WGM Group - Marketing for Mitigation Change Authorization* - Prepared and submitted change application for the former Bonner Millsite to change a portion of the water right to Marketing for Mitigation. A change authorization was issued for 252 acre-feet of diverted volume and 42 acre-feet of consumed volume to be used for mitigation water to offset new water uses.
- ❖ *ASARCO Smelter (East Helena, MT) WGM Group - Water Right Change Applications* - Prepared several change applications to change former East Helena smelter industrial water rights to instream flow in Prickly Pear Creek. Coordinate with multiple stakeholders (FWP, EPA, Montana Environmental Trust Group, DEQ) for plans and objectives for future use of water rights. Instream flows will protect and enhance completed stream restoration activities.
- ❖ *Big Sky Mitigation Strategies (Big Sky, MT) WGM Group* - Work with Big Sky, MT stakeholders (Big Sky Resort, Big Sky Water & Sewer District, Gallatin River Task Force) on creative methods to produce mitigation water and provide new methods for water treatment. Attend local meetings and make presentations to members of Gallatin River Task Force.
- ❖ *Clancy Water and Sewer District (Clancy, MT) HydroSolutions* - Assist Great West Engineering with establishment of water and sewer district by preparing technical memorandum for obtaining mitigation water rights to offset new water use associated with Public Water Supply system. Attend Clancy Water and Sewer District Board meetings and provide water right technical advice.
- ❖ *City of Choteau (Choteau, MT) HydroSolutions* - Assist Great West Engineering with PWS and replacement well water right compliance.
- ❖ *City of Helena (Helena, MT) HydroSolutions* - Assist City of Helena with Water Reservation Change Application associated with new municipal well.
- ❖ *Exempt Wells (throughout Montana) WGM Group & HydroSolutions* - Assist developers with DNRC Combined Appropriation rules water right predetermination requests.

## WATER COURT CASES AND DNRC ADJUDICATION

- ❖ *Provided water rights technical information and assistance to claimants and attorneys throughout the State but notably in DNRC Administrative Basins: Rosebud River Basin 42A, Red Rock River Basin 41A, Missouri River Basins 40EJ, 41QJ and 41I, Bitterroot River Basin 76HA, Flathead River Basins 76L and 76LJ, Flint Creek Basin 76GJ, Musselshell River Basin 40C & 40A, Bighorn River Basin 43P, Gallatin River Basin 41H, Clark Fork River Basin 76G, Rock Creek River Basin 76E, 41H Gallatin River, 41I Missouri River Above Holter Dam, 41S Judith River, 41U Dearborn River, 43B Yellowstone River Above Bridger Creek, 76F Blackfoot River, 76K Swan River.*

### Expert Witness

- ❖ *DNRC Contested Case Hearing (WGM Group) - Provided settlement information and expert witness testimony at hearing associated with an objection to a water right permit application by a downstream water right owner.*
- ❖ *Judicial District Court Hearings - Provided expert witness testimony on historical water use, water distribution, decree administration and enforcement related to water right disputes.*
  - 21<sup>st</sup> Judicial District Court - Peters & Nelson v. O'Brien (WGM Group)
  - 3<sup>rd</sup> Judicial District Court - Rusin v. Lower Place LLC (WGM Group)
- ❖ *Montana Water Court Case Hearings - Provided expert witness testimony in Court for multiple court cases related to historical use of water rights.*
  - Case 76HA-26 - Schroeder v. South Burnt Fork Creek LLC (WGM Group)
  - Case DCERT-003-WC-2020 - Pappert v. Zimmerman (HydroSolutions)
- ❖ *Depositions*
  - Peters v. Kenison Place LLC (HydroSolutions)
  - SRI River Holdings v. Crowsfoot LLC (HydroSolutions)
  - McCauley v. Buffalo Rapids Irrigation District (WGM Group)
  - State of Montana & US v. West Side Canal Co (HydroSolutions)
  - Janice Grosfield v. Little Timber Creek Ranch LLC (HydroSolutions)

David O. Baldwin, M.S., P.G.

Sr. Hydrogeologist, Sr. Water Rights Specialist

Email: dbaldwin@hydrosi.com

Tel (mobile): 406.431.7760

**Professional Profile**



Mr. Baldwin is a hydrogeologist and registered professional geologist who has been working professionally since 1978. He provides services in the fields of water rights (analysis, permitting, adjudication, water right valuations), and groundwater and surface-water hydrogeology (groundwater exploration, aquifer testing analysis, and groundwater modeling).

**Education/Training**

B.A.	Geology, University of Montana	1978
M.S.	Hydrogeology, Montana Tech of the University of Montana	1997

**Registrations/Certifications/Achievements**

Registered Professional Geologist, State of Wyoming (PG-1096)  
 Who's Who Among Students in American Universities and Colleges, Mont. Tech Graduate School, 1996.

**Work Experience**

4/00 to present **Sr. Hydrogeologist, Sr. Water Rights Specialist** – *HydroSolutions Inc Helena, MT*

Formerly a founding principal, Water Right Solutions, Inc., Helena, MT  
 Service areas include Water rights analysis and permitting, water rights adjudication, aquifer testing analysis, surface- and groundwater hydrogeology and modeling, and DEQ public water supply permitting.

1995 to 2000 **Sr. Hydrogeologist/Geoscience Program Manager** - *Integrated Geoscience, Helena, MT*

Hydrogeologic investigations, environmental field services, digital mapping, image processing, and data visualization utilizing GIS. Service areas included aquifer-characterization studies, groundwater modelling, aquifer-vulnerability studies, environmental site characterizations and investigations, and GIS support and training.

- 1989 - 1995 **Consulting Geologist** - *Teck Resources, Inc., Denver, CO*
- 1989 **Consulting Geologist** - *FMC Gold Corporation, Salmon, ID*
- 1988 **Consulting Geologist** - *Prime Exploration Ltd., Helena, MT*
- 1988 **Consulting Geologist** - *Orvana Resources, Coeur d'Alene, ID*
- 1986-1988 **Exploration Geologist** - *Newmont Exploration Ltd., Helena, MT*
- 1978-1986 **Exploration Geologist** - *Cominco American, Inc., Spokane, WA*

Geologic Work Summary – Responsible for all aspects of exploration including: Project design, budgeting and supervision; Detailed and regional geologic mapping; Planning and supervision of detailed and regional soil, rock and stream sampling programs; Supervision of contractors and drilling projects; Design and supervision of reclamation programs;



## General Project Experience

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### Water Rights

Preparation of beneficial water use permits and change applications, historic water rights analysis, adjudication analysis, mitigation plans, aquifer testing and analysis, analysis of adverse effects due to pumping and surface-water depletion, mitigation plans, analysis of physical and legal availability of water, and assist in preparation of motions to amend and water-right splits to the Montana Water Court.

### Well Design and Well Installation Oversight

Project work with numerous engineering firms to provide well design and well installation oversight for private wells and community water systems.

### Aquifer Testing and Analysis

Design, conduct and analyze results of aquifer testing in support of DNRC and DEQ permitting. Analyses include determination of aquifer properties and determination of physical and legal availability.

### Bureau of Reclamation Water Service Contracts

Preparation of requests for BOR water service contracts for irrigation and for mitigation of new appropriations in closed basins.

## Select Project Experience

- DNRC beneficial water use permit clients: Big Rose Colony, Cool Spring Colony, Country Home Colony, Curry Cattle Company, Elk Creek Colony, Fox Ridge Golf Course, Frenchtown Elementary School, Grass Land Colony, Hidden Valley Colony, Hi Line Colony, Horizon Colony, Hill Top Colony, Horizon Colony, Hyalite Engineers PLLC\RAE Water and Sewer District (Boz), Midway Colony, Montana DEQ, Rock Creek Ranch, Running Elk Ranch, Seven Ranges Subdivision, Sunset Colony, Timber Crest Subdivision, Woith Engineering\City of Missoula, Zenith Colony, and others.
- DNRC change application clients: Broken O Ranch, Bridger Creek Golf Course, Centennial Cattle Company, DJR Holdings/7 Bar LLC, Elk Creek Colony, Ellig Ranch, Fairhaven Colony, Forty-Bar Ranch, Galata Water District, Galt 71 Ranch, Hamlin Construction, Hi Line Colony, Legacy Ranch Partners LP, SKS Land Company, Sun West Ranch Property Owners Association, Town of Valier, Valley Grove Subdivision, Wheeler Mountain Ranch Subdivision, and others.
- Water right adjudication clients: Centennial Cattle Company, City of Bozeman, Eagle Creek Colony, Hairpin Ranch, Harland Colony, Hillside Colony, Kingsbury Colony, J. Johnson/Erb Buffalo, Midway Colony, Point of Rocks Ranch, Sawtooth Sun River Ranch LLC, Stone Temple Ranch, Surprise Creek Colony, West Side Canal Company, and others.
- Water right attorney experience: John Bloomquist, Mike Cusick, Cal Erb, Bill Fanning, Holly Franz, Harley Harris, Candace Payne, David Pengaley, John Poston, Peter Scott.
- Municipal Clients: City of Bozeman, City of Great Falls, City of Whitefish, City of Deer Lodge, Town of Highwood, Town of Valier.
- Expert witness work for U.S. Department of Justice, and attorneys John Bloomquist, Holly Franz, Harley Harris, David Pengaley, Peter Scott.
- General hydrogeologic and water-right reports for numerous clients including Anderson-Montgomery Consulting Engineers, Hyalite Engineers, WWC Engineering, Kennecott Exploration, Hall and Hall, The Hairpin Ranch, Broken O Ranch, Diamond Ranch, Stone Temple Ranch, numerous Hutterite Colonies, and others.

## Professional Publications and Presentations

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Baldwin, David O., 1997, *Aquifer Vulnerability at Big Sky, Montana*; M.S. Thesis, Montana Tech.

Baldwin, David O., 1996, *Hydrogeologic and Hydrochemical Investigation of the Big Sky Area, Montana*: Report for the Montana Department of Environmental Quality, 53 p.

Finch, J.C. and Baldwin, D.O., 1984, *Stratigraphy of the Prichard Formation, Belt Supergroup*: Montana, Bureau of Mines and Geology Special Publication 90, p. 5.

## Professional Profile



Mr. Meredith is a hydrogeologist with approximately 16 years of professional experience, focusing on hydrology, hydrogeology, water quality, public water supplies, water rights, environmental investigations, and data analysis/management. He has worked on hydrologic investigations of water-damaged properties, water quality and quantity investigations, technical analysis in support of energy and mine permitting, state and federal environmental impact statements, and on the investigation and cleanup of contaminated sites. He has served as a consulting expert and expert witness providing opinions for legal matters and court cases on the topics of general hydrogeology, water-related property damage, gravel pit development, water rights, irrigation trespass, and others. Mr. Meredith has also provided expert services for clients adjudicating claims in the Montana Water Court and has guided numerous DNRC beneficial use and change applications through the DNRC permitting process. He is experienced in using the Python and R programming languages to improve the efficiency and outcomes of data-intensive projects. Prior to his work at HydroSolutions, Mr. Meredith has worked as a hydrogeologist, an academic researcher in the isotope geochemistry field, and as a geologist in the hard-rock mining industry.

## Academic Credentials

M.S.	Geology, University of Wyoming	2005
B.A.	Geology, Colgate University- <i>Magna Cum Laude</i>	2003

## Professional Affiliations, Appointments, and Service

National Ground Water Association  
Montana Geological Society  
Rocky Mountain College – Yellowstone River Research Center Steering Committee (2016 to present)  
Invited Speaker: *Water Laws and Regulations* continuing education seminar (Missoula, 2016)  
MSU Billings/Billings Clinic Science Expo: Science Fair Judge (2012, 2017–2020)

## Certifications and Continuing Education

Licensed Professional Geologist – Wyoming PG No. 3823  
Water Well Design – *Johnson Screens Groundwater & Wells Design Course* (Johnson Screens, Atlantic Beach, FL)  
Numerical Groundwater Modeling – *The New MODFLOW Course* (National Groundwater Association - Las Vegas)  
Analytic Element Groundwater Modeling -- *AnAqSim In Depth Webinar Series* (Fitts Geosolutions)  
Aquifer Testing for Improved Hydrogeologic Site Characterization (In Situ Inc/Midwest Geosciences - Ft. Collins)  
EPA's Unified Guidance: Statistical Analysis of Groundwater Data  
40-hour Hazardous Waste Operations Training Certificate (updated 2023)  
MSHA 24-hour Surface Miner Training  
MSHA 40-Hour Training

## Programming Languages

Python, R, Visual Basic for Applications, C, CR Basic (Campbell Scientific)

## Selected Current and Previous Projects

### WATER RIGHTS/WATER SUPPLY

**Pump Ranch, Wheatland and Meagher Cos., Montana (2018–2020)** – Prepared three change applications to change a complexly interrelated group of nine supplemental and overlapping water rights with disparate ownership. Change applications involved changing a portion of applicant's nine water rights from flood to pivot irrigation with a new place of use. Portions of the water rights were retired, portions were moved to the new pivot place of use, and other portions were left to continue their historical use as flood irrigation rights. Evaluated extent of historical use of all nine rights and conducted analysis of consumptive use under historical and proposed (pivot) conditions to determine amount of acreage to propose for retirement. Assisted clients with simplifying ownership of water rights.

**Roberts, Montana Water and Sewer District (2020)** – Conducted preliminary investigation into poorly-performing public water supply well for District. Evaluated local hydrogeology, external factors, and interpreted a local groundwater level record. Synthesized results of evaluation into a series of actionable next steps and recommendations for the District to pursue in order to improve well yield in a cost-effective manner.

**Great West Engineering/Absarokee Water and Sewer District, Absarokee, Montana (2019–2020)** – Prepared groundwater resources evaluation for rural water district to aid in identifying new groundwater source. Reviewed physical hydrogeologic data, water quality data, historical well information, and district records in order to develop a local hydrogeologic conceptual model and identify promising locations for a test drilling program. Advised engineer in design of test well and bid specifications.

**Great West Engineering/Worden-Ballantine Yellowstone Co. Water & Sewer District (2019–2024)** – Prepared groundwater resources evaluation to aid in identifying new groundwater source, including evaluation of hydrogeologic data, water quality data, and historical information. Performed detailed review of available groundwater nitrate data and identified potential test well target locations based on yield and nitrate concentration data. Advised engineer and district on test well design and siting as well as further water quality sampling. Assisted with public water supply well design and specifications. Designed and oversaw aquifer testing of four production wells in accordance with DNRC and DEQ requirements. Developed Source Water Delineation and Assessment Report (PWS-6) for new public water supply wells.

**Kittleson Family Partnership, Richland Co., Montana (2019)** – Prepared change application for change of purpose from irrigation to industrial (water marketing) for ranch operator desiring to sell water to oil and gas industry. Application included completion of Water Marketing, Change in Purpose, and Temporary Change addendums as well as historical use analysis in support of application.

**Vermilion Ranch South Pryor Development Center, Yellowstone Co., Montana** – Prepared groundwater right permit application for deep Madison aquifer water well to supply large feedlot operation. Project included extensive early-stage research and consultation with DNRC to evaluate potential complexities associated water development project adjacent to Crow Indian Reservation. Designed and executed complex aquifer testing program on deep flowing well and provided consultation and troubleshooting of well performance issues. The requested groundwater appropriation was granted to the applicant by DNRC.

**Galata County Water District, Toole Co., Montana** – Prepared change application for rural water district that included evaluation of historic water use and research into current and historic water system operation and equipment. Utilized records to ensure that client was able to change the full amount of water they were entitled to under DNRC rules. Change application was authorized by DNRC.

**IAP Worldwide Services, Inc., Richland Co., Montana** – Prepared new groundwater right permit application for a multi-well public water supply system. Included development of aquifer testing plan in accordance with DNRC requirements for multiple-well system and conducted all testing and data reduction. Water right granted by DNRC.

**Dual Trucking, Inc., Roosevelt Co., Montana** – Conducted analytical stream depletion modeling, including sensitivity analysis, using the methods of Hunt (2003) to project timing and magnitude of stream depletion.

Analysis was performed as part of response to DNRC contention that a groundwater appropriation would lead to immediate and excessive stream depletion.

**Interstate Engineering, Inc., Williston, North Dakota** - Assisted engineering firm with public water supply (PWS) development for a local government. Work included analytical modeling of wellfield interference and estimation of long-term sustainable yield. Also provided oversight of well installation, analysis of pumping test data and technical reporting in support of a PWS application.

**St. Labre School, Rosebud Co., Montana** - Assisted with design and execution of aquifer tests for public water supply system and Department of Natural Resources and Conservation water right applications.

**Beartooth Billings Clinic, Carbon Co., Montana** – Assisted with design and execution of aquifer tests for a groundwater right in support of a ground-source heat pump system.

### **HYDROGEOLOGY**

**Evensen Engineering and Consulting High Groundwater Analysis, Lincoln County, Montana (2024)** – Reviewed area geology, hydrogeologic, and climate information along with client-provided groundwater level data and test pit logs to assess the likely causes of high groundwater at site of proposed subdivision development. Identified additional data needs and designed pumping test to be completed to support the design of a groundwater drainage system.

**Big Sky & Montana Civil JV Construction Dewatering Plan for Leavitt Reservoir Expansion, Wyoming (2024)** – Prepared construction dewatering plan for reservoir expansion project in accordance with project owner requirements. Work involved review and analysis of extensive geotechnical investigation results including borehole log evaluation and synthesis of numerous sources of hydrogeologic and geologic information in complex hydrogeologic setting. Used synthesized information to assess the relatively likelihood of encountering groundwater at different points in the multi-year civil works project. In collaboration with client, developed contingency plans and procedures for dewatering if needed.

**Lucas J. Osborne, P.E.** Water Resources Engineer | Company President

Email: LukeO@hydrosi.com

Tel: 406.443.6169 x105

### Professional Profile



Luke is a professional engineer with 25 years of experience in the fields of civil and water resources engineering. He is the owner of HydroSolutions and serves as the company's President and is responsible for technical services, business management, project development, technical quality and client relations. He has worked at HydroSolutions since 2007 in Helena Montana, where he focuses on hydrology, engineering, water rights, water quality, water supply and irrigation, and environmental services. He has been called on as an expert in cases involving hydrologic and hydraulic analysis, water rights and irrigation practices, stream channel and ditch construction, flood analysis, and Section 404 Clean Water Act actions. In previous work history, Luke served as a civil engineering officer in the U.S. Air Force (1999-2004) with deployments to Iraq, Saudi Arabia and Egypt, and as an Associate Engineer for the Alaska Native Tribal Health Consortium (2005-2007).

### Academic Credentials

M.S.	Civil Engineering, University of Wyoming	2005
B.S.	Civil Engineering, United States Air Force Academy	1999

### Professional Affiliations

Member, American Society of Civil Engineers

### Certifications

PE No. 18020	Professional Engineer, Montana
PE No. 11351	Professional Engineer, Wyoming

### Selected Project Experience

#### SELECT WATER SUPPLY & ENGINEERING PROJECTS

**City of Helena, MT, New Public Water Supply (PWS) Wells** -- Prepared integrated water resource planning report with focus on evaluation and use of Helena's 7,071 af/7,361 gpm water reservation. Design engineer for the installation and testing of three deep alluvial test wells and two new municipal PWS wells in the same aquifer. The PWS wells were tested at 893 gpm and 740 gpm respectively and have been completed and are ready to connect. Also designed, oversaw drilling and development of a new irrigation wells for existing parks; and prepared water right change applications to permit multiple groundwater wells onto the reservation.

**City of Three Forks, PWS Improvements** (subcontractor to Great West Engineering) – Design engineer for the development of new public water supply wells to meet increasing demand. Completed the design, construction, testing, and connection of a municipal new well. Completed a second set of plans and specifications for the construction and testing of three additional municipal PWS wells. The project is in progress with one of the new PWS wells constructed and ready to test.

**City of Missoula/River Front Trails Subdivision, New Haugen Well** (subcontract to Woith Engineering) – Completed design plans and specifications for new PWS well to help meet summer irrigation demands of subdivision. Oversaw well drilling, well construction, and performance testing of the new well. Well was tested at 990 gpm. Water rights work is in progress.

**City of Shelby, Well Field Improvements Project** (subcontract to KLJ Engineering/Boland Drilling) – Completed well field optimization project to replace old and inefficient PWS wells. Prepared design plans and specifications for replacement of three PWS wells. Oversaw well drilling, well construction, and performance testing of three new wells.

**City of Deer Lodge, Montana** – (subcontract to Stahley Engineering) multi-year project to assess contamination occurring in local aquifer and site new PWS well. Work included oversight and evaluation of multiple test wells, development of PWS well design plans and specifications, construction and well testing oversight. Project is ongoing.

**Town of West Yellowstone, MT** – Completed design and oversight of test well and new public water supply well for the Town. The well was needed to make up for diminishing capacity of the Town's primary spring source and to alleviate contamination in the Town's other PWS wells. Well was completed and is producing as expected.

**Worden-Ballentine Water Sewer District, Yellowstone County, MT** (subcontract to Great West Engineering) – Project engineer completed DEQ-approved well design and specifications for permitting and construction of multiple new PWS wells. Project is in progress.

**North Central Montana Regional Water Authority** – Project manager oversaw aquifer testing of City of Shelby well field to assess overall system capacity. Conducted a 72-hour pumping test and three 8-hour yield tests.

**Lewis and Clark Caverns, MT Fish Wildlife and Parks** (subcontract to O2 Architecture, Billings, MT) - Design engineer completed the siting, planning, design, aquifer testing, and approval of a Public Water Supply well for a new Visitor's Contact Center at Lewis and Clark Caverns for the Montana Fish Wildlife. Project complete.

**Clancy Water Sewer District, Jefferson County, MT** (subcontract to Great West Engineering) – Project engineer, providing assistance in completing hydrogeologic study to locate new groundwater source for District. Test well drilling is in progress.

**Town of Hinsdale, Valley County, MT** (subcontract to Interstate Engineering) – Design engineer complete hydrogeologic study and engineering work to locate, design, and permit new groundwater source for Town. Project in progress.

**Absarokee Water District, Stillwater County, MT** (subcontract to Great West Engineering) – Project engineer, providing assistance in completing hydrogeologic study to locate new groundwater source for Town.

**Red Lodge Beverages, Red Lodge, MT** – Design engineer and project manager for design and permitting of a natural spring as a Public Water Supply for water bottling purposes. Prepared designs and is overseeing construction of spring development and water treatment using ultraviolet light technology. Project was completed.

**Pleasant Valley Hutterite Colony, Cascade County, MT** – Design engineer for DEQ approval of new public water supply well. Well was completed at 1,400 foot into the Madison Aquifer. Prepared engineering report, design plans, specifications, and submittal package Plans approved by DEQ. Well was completed and tested.

**Sunny Brook Hutterite Colony, Choteau County, MT** – Design engineer for DEQ approval of two new public water supply wells. Prepared engineering report, design plans, specifications, and submittal package Plans approved and wells completed. Also completed design plans and specifications for water treatment system. System has been constructed and is operating as planned.

**Glacier Hutterite Colony, Glacier County, MT** – Design engineer for two PWS wells. Wells have been drilled and are waiting to be tested.

**Meadow Lane Hutterite Colony, Choteau County, MT** – Design engineer for two PWS wells. Wells have been drilled and are waiting to be tested.

**Midway Hutterite Colony, Pondera County, MT** – Design engineer for DEQ approval of public water supply well modifications. Prepared engineering report, design plans, specifications, and submittal package, and as-built certification for new PWS well. Plans approved by DEQ and project is completed.

**Milford Hutterite Colony, Lewis and Clark County, MT** – Working with Colony to resolve PWS violation of arsenic levels exceeding the maximum contaminant level. Work includes hydrogeologic investigation to locate new sources, well rehabilitation, water treatment modifications and upgrades. Project in progress.

**Hammond Valley Hutterite Colony, Rosebud County, MT** – Design engineer for DEQ approval of four new PWS wells. Prepared engineering report, design plans, specifications, and submittal package. Plans approved by DEQ and two wells completed. Working on water treatment upgrades.

**Sunset Hutterite Colony, Musselshell County, MT** – Design engineer for DEQ approval of four new public water supply wells. Prepared engineering report, design plans, specifications, and submittal package Plans approved by DEQ. One well completed and tested. Project is in progress.

**Glendale Hutterite Colony, Glacier County, MT** – Design engineer for DEQ approval of new public water supply well. Prepared engineering report, design plans, specifications, and submittal package for new PWS well. Plans approved.

**Elk Creek Hutterite Colony, Lewis and Clark County, MT** – Design engineer for PWS water treatment upgrades for the Colony's domestic water supply. Prepared engineer report, design plans, and specifications, and for ion exchange softening and nitrate removal. Work is completed as part of ARPA grant funding. Project completed.

**Hillside Hutterite Colony, Toole County, MT** – Design engineer for PWS water treatment upgrades for the Colony's domestic water supply. Prepared engineer report, design plans, and specifications, and for ion exchange, filtration, reverse osmosis, chemical stabilization, and disinfection. Plans approved by DEQ and constructed.

**Hi-Line Hutterite Colony, Liberty County, MT** – Design engineer for PWS water treatment upgrades for the Colony's domestic water supply. Prepared engineering report, design plans, specifications, and submittal package for addition of ion exchange and disinfection processes. Plans approved by DEQ. Project in progress.

**King Ranch Colony, Fergus County, MT** – Lead engineer in design of entire new water system including source development, water treatment, storage, and distribution. Design engineer for water treatment upgrades for Colony to meet exceedance of nitrate standards. Work is ongoing.

**U.S. General Services Administration, Turner and Raymond Border Stations, MT** – Oversaw comprehensive Public Water Supply (PWS) water system survey and evaluation for two remote port of entries on the U.S.-Canadian border. Oversaw aquifer pumping test and wellhead rehabilitation at the Raymond Port of Entry.

**U.S. General Services Administration, Piegan, MT** – completed detailed water resource planning for the port facility including independent assessment of water use and planning, evaluation of surface water intake on the St. Mary River, preparation of water supply plan, and preparation of water use agreements with the Blackfeet Tribe and Bureau of Reclamation. Played a critical role in successfully obtaining a new water source for the Piegan Port of Entry.

**Roberts L7 Ranch, Ingomar, MT** – Completed investigation, survey, design, and construction management for improvements of a 2,500-ft+ deep shared stock water well, over 4 miles of new pipeline, and new water storage tank.

**Vista Buttes Subdivision, Laurel, MT** – Completed investigation, survey, and design of irrigation pumping station, water supply distribution system, and individual cisterns to serve homeowners on 22 lots.

**Thatcher Chemical, Salt Lake, UT** - Completed well design for industrial client in Glendive, Montana. Well was completed in sands of the lower Hell Creek and Fox Hills Formations. Well is producing as expected.

## WATER RIGHTS

**City of Helena, MT** -- Prepared water right change applications to permit multiple groundwater wells onto the reservation. Designed and oversaw drilling and development of a new irrigation well for existing park.

**City of Shelby, Shelby, MT** – Completed water rights change applications for all of the City's municipal water rights expanding place of use from 4 sq. mi. to 586 sq. mi.. Changes are part of North Central Montana Regional Water Authority interim solution for providing drinking water to multiple municipalities in the region. Applications granted.

**Keil Ranch, Conrad, MT** –completed beneficial use application to develop new surface water irrigation from the Marias River with maximum diversion rate of 40.2 cubic feet per second (cfs) and annual maximum diversion of 3,988 acre feet (ac-ft). Beneficial water use permit was granted.

**Marks Ranch, Clancy, MT** – Prepared beneficial use application and water right change/mitigation applications for a 35-home subdivision in the Upper Missouri Basin Closure Area. Completed aerial photograph interpretation to define historical irrigated acres as part of mitigation plan to offset net surface water depletions. Permits were granted.

**Chevallier Ranch, Canyon Creek, MT** - completed water right change application for rancher to convert from flood to center pivot irrigation. Work included aerial photographic interpretation of historical irrigation, measuring and assessing ditch seepage, and evaluation of the local hydrology. Change was granted. Provided expert testimony at a water rights hearing. Ongoing work for the Ranch includes establishing a stream gaging station on Canyon Creek and installing a flume to measure diversions, and additional water right change applications.

**71 Ranch, Martinsdale, MT and Grasslands Renewable Energy, Bozeman, MT** – Completed a water physical and legal availability assessment in the closed Musselshell basin. Project included review of 71 Ranch irrigation diversion and conveyance and water rights permits.

**Tipi Village Property Owners Association, Red Lodge, MT** - completed engineering and water rights evaluation of diversion, drainage, and irrigation infrastructure for a 56-home subdivision outside of the Red Lodge Montana. Reviewed historical irrigation including aerial photographic interpretation and prepared preliminary engineering report for restoration of diversion works and headgate, conveyance ditch, and water delivery options.

# Attachment D

## HydroSolutions General Price & Expense List





# HydroSolutions<sup>®</sup>

## General Price List

April 1, 2024 - March 31, 2025

<b>Activity Code</b>	<b>Description</b>	<b>Price</b>
1001	Administrative Assistant	\$75.00
1003	Contract Specialist	\$76.25
1011	Technician I	\$65.00
1012	Technician II	\$77.25
1007	GIS/DB Analyst	\$107.00
1020	Assistant Scientist	\$100.00
1021	Scientist I	\$107.00
1022	Scientist II	\$119.50
1023	Scientist III	\$133.00
1024	Scientist IV	\$142.00
1025	Scientist V	\$159.00
1031	Hydrologist I	\$107.00
1032	Hydrologist II	\$119.50
1033	Hydrologist III	\$133.00
1034	Hydrologist IV	\$142.00
1035	Hydrologist V	\$159.00
1036	Hydrologist VI	\$172.00
1042	Hydrogeologist II	\$119.50
1043	Hydrogeologist III	\$133.00
1044	Hydrogeologist IV	\$142.00
1045	Hydrogeologist V	\$159.00
1046	Hydrogeologist VI	\$172.00
1051	Geologist I	\$107.00
1052	Geologist II	\$119.50
1055	Geologist V	\$159.00
1056	Geologist VI	\$172.00
1060	Assistant Engineer	\$100.00
1061	Engineer I	\$107.00
1062	Engineer II	\$119.50
1063	Engineer III	\$133.00
1064	Engineer IV	\$142.00
1065	Engineer V	\$159.00
1066	Engineer VI	\$172.00
1071	Water Rights Specialist I	\$107.00
1072	Water Rights Specialist II	\$119.50
1073	Water Rights Specialist III	\$133.00
1074	Water Rights Specialist IV	\$142.00
1075	Water Rights Specialist V	\$159.00
1080	Principal Hydrologist	\$180.00
1081	Principal Hydrogeologist	\$180.00
1082	Principal Engineer	\$180.00



# HydroSolutions<sup>®</sup>

## General Price List

April 1, 2024 - March 31, 2025

<b>Activity Code</b>	<b>Description</b>	<b>Price</b>
1090	Expert Hydrology Services	\$220.00
1091	Expert Hydrogeology Services	\$220.00
1092	Expert Engineer Services	\$220.00
1094	Expert Water Rights Services	\$220.00



# HydroSolutions<sup>®</sup>

## General Price List

April 1, 2025 - March 31, 2026

<b>Activity Code</b>	<b>Description</b>	<b>Price</b>
1001	Administrative Assistant	\$76.75
1003	Contract Specialist	\$78.25
1011	Technician I	\$66.75
1012	Technician II	\$79.25
1007	GIS/DB Analyst	\$109.75
1020	Assistant Scientist	\$102.50
1021	Scientist I	\$109.75
1022	Scientist II	\$122.50
1023	Scientist III	\$136.50
1024	Scientist IV	\$145.50
1025	Scientist V	\$163.00
1031	Hydrologist I	\$109.75
1032	Hydrologist II	\$122.50
1033	Hydrologist III	\$136.50
1034	Hydrologist IV	\$145.50
1035	Hydrologist V	\$163.00
1036	Hydrologist VI	\$176.25
1042	Hydrogeologist II	\$122.50
1043	Hydrogeologist III	\$136.50
1044	Hydrogeologist IV	\$145.50
1045	Hydrogeologist V	\$163.00
1046	Hydrogeologist VI	\$176.25
1051	Geologist I	\$109.75
1052	Geologist II	\$122.50
1055	Geologist V	\$163.00
1056	Geologist VI	\$176.25
1060	Assistant Engineer	\$102.50
1061	Engineer I	\$109.75
1062	Engineer II	\$122.50
1063	Engineer III	\$136.50
1064	Engineer IV	\$145.50
1065	Engineer V	\$163.00
1066	Engineer VI	\$176.25
1071	Water Rights Specialist I	\$109.75
1072	Water Rights Specialist II	\$122.50
1073	Water Rights Specialist III	\$136.50
1074	Water Rights Specialist IV	\$145.50
1075	Water Rights Specialist V	\$163.00
1080	Principal Hydrologist	\$184.50
1081	Principal Hydrogeologist	\$184.50
1082	Principal Engineer	\$184.50



# HydroSolutions<sup>®</sup>

General Price List

April 1, 2025 - March 31, 2026

<b>Activity Code</b>	<b>Description</b>	<b>Price</b>
1090	Expert Hydrology Services	\$225.50
1091	Expert Hydrogeology Services	\$225.50
1092	Expert Engineer Services	\$225.50
1094	Expert Water Rights Services	\$225.50

### 2025 Expense List\*

Code	Description	Rates
5000	B&W Copies	\$0.40
5001	Color Copes	\$0.90
5002	Publication w/receipt	
5003	Map Plotter (sq ft)	\$4.00
5004	Shipping w/receipt	
6000	Monthly Mileage	\$0.90
6001	Monthly Mileage - State Rate	\$0.67
6002	4WD Monthly Mileage	\$0.90
6003	Air Fare w/receipt	
6004	Car Rental w/receipt	
6005	Car Rental Gas w/receipt	
7000	Equipment Rental - In-House	See Rental Sheet
7001	Equipment Rental -w/receipt	
7002	Subcontractor	Cost + 10%
7003	Materials - In-House	
7004	Materials w/receipt	
8000	Per Diem-Full Day (GSA/In-House)	See current rates/location
8004	Per Diem-Full Day (State)	\$68.00
8001	Per Diem-Breakfast (GSA/In-House)	See current rates/location
8005	Per Diem-Breakfast (State)	\$16.00
8002	Per Diem-Lunch (GSA/In-House)	See current rates/location
8006	Per Diem-Lunch (State)	\$19.00
8003	Per Diem-Dinner (GSA/In-House)	See current rates/location
8007	Per Diem-Dinner (State)	\$28.00
8008	Lodging w/receipt	
8009	Lodging w/receipt (State)	See current rates/location
9001	Fixed Fee	

\*Per Diem Rates to be adjusted 10/01/25

## 2025 Equipment Rental Rates\*

Equipment	Daily	Wkly(3xDaily)
Flow Meter	\$80	\$240
YSI 556 Meter	\$110	\$330
Turbidity Meter	\$25	\$75
Water level Tape	\$20	\$60
PID	\$70	\$210
Air Velocity Meter	\$5	\$15
4 Gas Meter	\$50	\$150
Soil Hand Auger	\$50	\$150
In-Line Flow Meter and Data Logger	\$50	\$150
Transducers		
In-Situ Transducer each	\$45	\$135
In-Situ Cable 100ft	\$20	\$60
In-Situ Rugged Reader	\$45	\$135
Pumps		
Parasoltic Pump	\$25	\$75
2" Grundfos Pump & Control	\$240	\$720
Whale Pump	\$10	\$30
Pump Rig	\$150	\$450
GeoPump Bladder Pump Controler	\$70	\$210
2 inch Bladder Pump	\$35	\$105
Survey Equipment		
Survey Level Rod/per day	\$10	\$30
Zip level	\$10	\$30
Consumables		
Ord. water samp. consumables (gloves, ice, bailers, etc), per samp.	\$20	
Ordinary soil/sediment consumables, per sample	\$7	
Bladders	Cost	
In Line 0.45 micron filters	\$23	
ATV		
ATV	\$75	\$225
Miscellaneous		
Rental/w receipt	cost +10%	
Purchase/w receipt	cost +10%	

# Attachment E

Parsons & HydroSolutions MCAA RFP Forms



# MCAA Request for Proposal

Response Form

## Missoula County Airport Authority, Missoula, Montana

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

### I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCAA to reach out to in regard to this RFP.

- A. Contact Name Abigail R. Brown
- B. Contact Role in the Business Helena Office Managing Shareholder
- C. Contact Phone Number 406.410.5022
- D. Contact Fax \_\_\_\_\_
- E. Contact E-Mail Address abbybrown@parsonsbehle.com

### II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

- A. Business Name Parsons Behle & Latimer, Professional Law Corporation
- B. Doing Business As Parsons Behle & Latimer
- C. Business Type PLC
- D. Business Mailing Address

Address Line 1:	<u>P.O. Box 104</u>
Address Line 2:	<u>201 E. Broadway Street</u>
City:	<u>Helena</u>
State/Province:	<u>Montana</u>
ZIP Code:	<u>59624</u>
Country:	<u>United States</u>





E. Business Phone Number 406.410.5050

F. Business Fax 801.536.6111

G. Business E-Mail Address \_\_\_\_\_

H. Business Registration State Utah

I. Business Registration Date 03/18/1969

J. Business registered in the state of Montana? Yes

K. Business Owner/Stakeholder(s) 111 Equity Shareholders

### III. Business History

Describe a brief history of the Business entity. Note any changes in the Business’s name and ownership structure and any other dbas under which the company has been doing business. Please indicate airport experience if any.

Parsons Behle & Latimer, a Professional Law Corporation, is one of the oldest and best-known firms in the Intermountain Region. Founded in 1882, our first clients were mining companies, one of the industries that helped fuel the growth of the West. Over time, our reputation and client base have grown with the dynamic Intermountain Region. Today, our firm offers a complete range of legal services to all types of industries. In addition to our firm’s unique expertise in the natural resources industry, we have forged relationships with multi-billion dollar corporations, high-tech industries of every type, financial organizations, public utility companies, renewable energy companies, start-ups, state, local and federal agencies, and individuals.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



#### IV. Business Financials

1. List three (3) credit references, including at least one banking reference.

Reference Name	Reference Address	Reference Phone Number
Robert (Bob) Wallace, CoreTech Leasing	20411 SW Birch St, Ste 300 Newport Beach, CA 92660	(949) 679-1876 (Direct)
Gabe Daley, Bluefin Office Group	780 N 1200 W Orem, UT 84057	(801) 431-0066
Katalin Henderson, Chase Bank	201 S Main St, Ste 300 Salt Lake City, UT 84111	(801) 715-9227

2. Please circle Yes or No to indicate whether the Business and any joint venture or affiliate entities have ever been involved in one of the following actions:

- A. File a petition in bankruptcy court. Yes /  No
- B. Filed for protection from creditors in bankruptcy court. Yes /  No
- C. Had involuntary proceedings filed in bankruptcy court. Yes /  No
- D. Have an expectation of doing any of the three (3) actions above in the next six (6) months? Yes /  No

3. If you have answered Yes to any of the above, please briefly describe below the circumstances and status of each occurrence.



4. Has Business defaulted on a loan or a contract or performance agreement for the delivery of services/product at an airport or other facility? Yes / **No**

Empty form area with horizontal lines for providing details.

- 5. For owners of a closely held corporation: Attach a personal financial statement current within three (3) months from date of submittal. **N/A**
- 6. Attach a list of any judgments against Business or any litigation pending against the Business and describe circumstances. Also list any judgments against Business which have been satisfied within the last five (5) years and explain. **N/A**
- 7. Attach a list of any outstanding tax liens against the Business with an explain of each. **N/A**
- 8. Business shall supply information as to whether any of its officers and/or principals have been convicted of a felony or whether the Business is currently involved in legal proceedings regarding its performance or delivery of its services to a vendor/service provider, property owner, airport owner or its agent or other party. If it is, it shall supply a brief narrative describing the situation. **N/A**

### V. Conditions of Proposal Submission

Submission of Proposal constitutes a firm offer to the Authority and may be accepted by the Authority at any time prior to 120 days after the submission deadline.

### VI. Acknowledgment of the Proposal Required

This Proposal is being submitted in response to a specific Request For Proposal/Qualification supplied to the Business buy an authorized representative of the Missoula County Airport Authority.



Defined terms below shall have the meanings given them in the Request for Proposal.

The undersigned having:

- Carefully examined the RFP document.
- Become familiar with all terms and conditions specified in the RFP document.
- Completed answers to all forms and responded fully to the RFP document requests for information.

represents and warrants to the Authority as follows:

- The undersigned person(s) are authorized representatives of the Business.
- All information submitted by the Business in the proposal package is complete, accurate, and truthful.

*(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)*

Signatures

Signatory 1

Signature

Signatory Title

President

Printed Name

Cory D. Sinclair

Date

12/16/24

Signatory 2

Signature

Signatory Title

Director, Vice President and

Printed Name

Liz M. Mellem

Date

12/16/24

Signatory 3

Signature

Signatory Title

Helena Office Managing Sh

Printed Name

Abby Brown

Date

12/16/24

Attested By

Secretary

Signature

Signatory Title

Legal Secretary

Printed Name

Jeni Wood

Date

12/16/24



# MCAA Request for Proposal

Response Form

## Missoula County Airport Authority, Missoula, Montana

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

### I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCAA to reach out to in regard to this RFP.

A. Contact Name	<u>Lucas Osborne</u>
B. Contact Role in the Business	<u>President</u>
C. Contact Phone Number	<u>406-443-6169 x105</u>
D. Contact Fax	<u>406-443-6169</u>
E. Contact E-Mail Address	<u>lukeo@hydrosi.com</u>

### II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

A. Business Name	<u>HydroSolutions, Inc.</u>
B. Doing Business As	<u></u>
C. Business Type	<u>Engineering &amp; Environmental Consulting</u>
D. Business Mailing Address	<u></u>

Address Line 1:	<u>303 Clarke St.</u>
Address Line 2:	<u></u>
City:	<u>Helena</u>
State/Province:	<u>Montana</u>
ZIP Code:	<u>59601</u>
Country:	<u>United States of America</u>



E. Business Phone Number	<u>406-443-6169</u>
F. Business Fax	<u>406-443-6385</u>
G. Business E-Mail Address	<u>lukeo@hydrosi.com</u>
H. Business Registration State	<u>Montana</u>
I. Business Registration Date	<u>09/01/1999</u>
J. Business registered in the state of Montana?	<u>Yes</u>
K. Business Owner/Stakeholder(s)	<u>Lucas Osborne &amp; Amanda Osborne</u>

### III. Business History

Describe a brief history of the Business entity. Note any changes in the Business’s name and ownership structure and any other dbas under which the company has been doing business. Please indicate airport experience if any.

HydroSolutions was incorporated as an S-Corp on 09/01/1999; Tom Osborne was the founder, sole owner, and president at the date of incorporation. In 2009 Agelica Osborne and Lucas Osborne become minority owners. In 2014 the business transition began with Amanda Osborne added as a minority owner and Lucas gaining more shares. In November 2015 Lucas and Amanda Osborne become majority owners and Lucas become president. On 12/31/2019 the buyout was completed with Lucas and Amanda owning 100% of the shares. Current ownership percentages are Lucas Osborne at 91.84% and Amanda Osborne at 8.16%.

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#### IV. Business Financials

1. List three (3) credit references, including at least one banking reference.

Reference Name	Reference Address	Reference Phone Number
First Interstate Bank	25 E. Lyndale Ave., Helena, MT 59601	406-457-7151
LPL Financial LLC-Randy Koliha	401 North 31st St., Billings, MT 59101	406-255-5268
Edward Jones-Tom Kerr	1617 Euclid Ave #6, Helena, MT 59601	406-495-1832

2. Please circle Yes or No to indicate whether the Business and any joint venture or affiliate entities have ever been involved in one of the following actions:

- A. File a petition in bankruptcy court. Yes /  No
- B. Filed for protection from creditors in bankruptcy court. Yes /  No
- C. Had involuntary proceedings filed in bankruptcy court. Yes /  No
- D. Have an expectation of doing any of the three (3) actions above in the next six (6) months? Yes /  No

3. If you have answered Yes to any of the above, please briefly describe below the circumstances and status of each occurrence.



4. Has Business defaulted on a loan or a contract or performance agreement for the delivery of services/product at an airport or other facility? Yes /  No

Empty form area with horizontal lines for providing details.

- 5. For owners of a closely held corporation: Attach a personal financial statement current within three (3) months from date of submittal.
- 6. Attach a list of any judgments against Business or any litigation pending against the Business and describe circumstances. Also list any judgments against Business which have been satisfied within the last five (5) years and explain.
- 7. Attach a list of any outstanding tax liens against the Business with an explain of each.
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### V. Conditions of Proposal Submission

Submission of Proposal constitutes a firm offer to the Authority and may be accepted by the Authority at any time prior to 120 days after the submission deadline.

### VI. Acknowledgment of the Proposal Required

This Proposal is being submitted in response to a specific Request For Proposal/Qualification supplied to the Business buy an authorized representative of the Missoula County Airport Authority.





Defined terms below shall have the meanings given them in the Request for Proposal.

The undersigned having:

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represents and warrants to the Authority as follows:

1. The undersigned person(s) are authorized representatives of the Business.
2. All information submitted by the Business in the proposal package is complete, accurate, and truthful.

*(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)*

Signatures

*Lucas J. Osborne*

Signatory 1

Signature	_____	Signatory Title	President
Printed Name	Lucas J. Osborne	Date	12/10/24

Signatory 2

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

Signatory 3

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

Attested By

Secretary

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

# Attachment F

Parsons & HydroSolutions Insurance Forms



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> EPIC Law Firm Group COI Specialist	
	<b>PHONE (A/C, No, Ext):</b> 770-552-4225	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> EPICLFGcerts@epicbrokers.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Indian Harbor Ins Co & Various Insurers		
<b>INSURED</b> Parsons Behle & Latimer 201 South Main St., Ste. 1800 Salt Lake City UT 84111	<b>PARSBEH1</b>	<b>INSURER B:</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 1355340057

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b>   <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b>   <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE   <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LPN904096304	4/24/2024	4/24/2025	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Parties at Interest

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Herbert



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/11/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MORETON & COMPANY P O BOX 58139 SALT LAKE CITY UT 84158-0139	<b>CONTACT</b> NAME: SEAN ENGLAND PHONE (A/C, No, Ext): (801) 715-7145      FAX (A/C, No): E-MAIL: SENGLAND@MORETON.COM ADDRESS:																					
<b>INSURED</b> PARSONS BEHLE & LATIMER 201 S MAIN ST STE 1800 SALT LAKE CITY UT 84111	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>WCF MUTUAL INSURANCE COMPANY</td> <td>10033</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	WCF MUTUAL INSURANCE COMPANY	10033	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES**                                  **CERTIFICATE NUMBER:**                                  **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1147249	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Coverage limited to locations in Utah and operations subject to the jurisdiction of Utah law.

<b>CERTIFICATE HOLDER</b> PARSONS BEHLE & LATIMER 201 S MAIN ST STE 1800 SALT LAKE CITY UT 84111	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IMA, Inc. - Salt Lake City 95 S State Street Suite 1300 Salt Lake City UT 84111	<b>CONTACT NAME:</b> Jeff Brown <b>PHONE (A/C, No, Ext):</b> 801-325-5000 <b>E-MAIL ADDRESS:</b> Jeff.Brown@imacorp.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: PC-1210733	<b>INSURER A:</b> Great Northern Insurance Company	<b>NAIC #</b> 20303
<b>INSURED</b> Parsons Behle & Latimer, PC 201 South Main Street Suite 1800 Salt Lake City UT 84111	PARSBEH-01 <b>INSURER B:</b> Federal Insurance Company	<b>NAIC #</b> 20281
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1049475677

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY   <input type="checkbox"/> PRO-JECT   <input type="checkbox"/> LOC OTHER:			35988044WUC	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY   <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY   <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73578762	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>   <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b>   <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED   <input checked="" type="checkbox"/> RETENTION \$ 10,000			79887795	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE   <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			35988044WUC	1/1/2024	1/1/2025	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Business Personal Property \$11,850,000 Limit; \$5,000 Deductible; Replacement Cost, Special Form (Including Theft).

**CERTIFICATE HOLDER****CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Helena Office</b>		NAMED INSURED <b>HydroSolutions Inc</b> 303 Clarke St Helena, MT 59601	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

CPL275 12/2016 Additional Insured - Owners, Lessees or Contractors - Completed Operations  
 EVX113 12-2016 Commercial Excess Liability Insurance (excess following form liability insurance)  
 NC300-REV 04/2023 Waiver of Subrogation Endorsement-Blanket  
 AA288 06/2020 Blanket WOS, Primary/Non-Contributory & Additional Insured

Effective Date: 10/1/2023

PolicyNumber: ENC0002749-06

Endorsement Number: 12

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

In consideration of a premium change of\_, this endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

All other terms and conditions of this Policy remain unchanged.

**SCHEDULE**

Designated Projects:
Project: As required by written contract.
The aggregate limit amount is capped at \$5,000,000
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that



designated

construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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Effective Date: 10/1/2023

PolicyNumber: ENC0002749-06

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Endorsement Number: 10

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

**SCHEDULE**

**Name of Person or Organization:**

As required by written contract.

**All Person(s) Or Organization(s) where this endorsement is required by contract.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Effective Date: 10/1/2023

PolicyNumber: ENC0002749-06

Endorsement Number: 3

PRIMARY/NON-CONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SCHEDULE:

Specific Entity to Schedule if required -

As required by written contract.

Effective Date: 10/1/2023

PolicyNumber: ENC0002749-06

Endorsement Number: 8

ADDITIONAL INSURED - OWNERS, LESSORS OR CONTRACTORS - COMPLETED OPERATIONS

In consideration of a premium change of, this endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

All other terms and conditions of this Policy remain unchanged.

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization( s):</b>	<b>Location And Description Of Completed Operations</b>
As required by written contract.	As required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Effective Date: 10/1/2023

PolicyNumber: ENC0002749-06

Endorsement Number: 4

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

In consideration of a premium change of, this endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

All other terms and conditions of this Policy remain unchanged.

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization( s):	Location(s) of Covered Operations
As required by written contract.	As required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Effective Date: 10/1/2023

PolicyNumber: ENC0002749-06

Endorsement Number: 15

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.



Effective Date: 10/1/2023

PolicyNumber: ENC0002749-06

Endorsement Number: 14

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

All other terms and conditions of this Policy remain unchanged.

**SCHEDULE**

<b>Name of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) of Covered Operations</b>
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages or Claims Expenses** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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## COMMERCIAL EXCESS LIABILITY INSURANCE

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THIS POLICY MAY PROVIDE CLAIMS MADE COVERAGE UNDER COVERAGE A., CERTAIN PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES, AND WHAT IS AND IS NOT COVERED.

The word "**Insured**" means any person or organization qualifying as such in **Underlying Insurance**. Words and phrases that appear in bold have special meaning. Refer to DEFINITIONS (Section VII).

In consideration of the payment of the premium, and in reliance upon the statements in the Application and subject to the Limits of Liability, exclusions, conditions and other terms of this Policy, the Underwriters agree with the **Insured** as follows:

### I. COVERAGES

#### A. Excess Following Form Liability Insurance

The Underwriters will pay on behalf of the **Insured** that portion of **Ultimate Net Loss** in excess of the **Retained Limit** which the **Insured** becomes legally obligated to pay as **Damages** because of any **Claim or Suit** to which this Policy applies, due to:

1. liability imposed upon the **Insured** by law; or
2. liability assumed by the **Insured** under an **Insured Contract**.

This Coverage A. applies to **Ultimate Net Loss** to the extent covered by **Underlying Insurance** but in excess of the Limits of Liability thereof. The Insurance afforded under this Coverage A. is subject to the same insuring agreements, exclusions, definitions and conditions contained in the **Underlying Insurance** in effect on the inception date of this Policy, except as to premium, duty to defend, limits of liability, and notice, and except as to any other provisions in this Policy inconsistent with those in the **Underlying Insurance**.

### II. DEFENSE

- A. 1. Except as provided in paragraphs A.2. and A.3. below, the Underwriters shall not be called upon to assume charge of the settlement or defense of any **Claim** made or **Suit** brought or proceedings instituted against the **Insured**. The Underwriters shall have the right and shall be given the opportunity to associate with the **Insured** or the **Underlying Insurer**, or

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CinciPlus®**  
**BUSINESS AUTO XC+®**  
**(EXPANDED COVERAGE PLUS)**  
**ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is deleted in its entirety and replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

- 1.** Executed prior to the accident causing "bodily injury" or "property damage"; and
- 2.** Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is deleted in its entirety and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or
- c. An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

- 1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in **(2)**; and
- 2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in **(4)**.

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

- 1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
- 2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
- 3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

#### J. Rental Reimbursement

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### K. Transportation Expense - Higher Limits

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### L. Airbag Coverage

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
  - a. The most we will pay for "loss" in any one "accident" is the greater of:
    - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
      - (a) Overdue lease or loan payments;
      - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
      - (c) Security deposits not refunded by the lessor;
      - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      - (e) Carry-over balances from previous loans or leases, or
    - (2) Actual cash value of the stolen or damaged property.
  - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
  - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.



855 Front Street | P.O. Box 4759 | Helena, MT 59604-4759  
Phone 800-332-6102 or 406-495-5000 | Fax 406-495-5020  
Fraud 888-MT-CRIME or 888-682-7463 | TDD/TTY 406-495-5030  
montanastatefund.com | safemt.com

HYDROSOLUTIONS INC  
303 CLARK ST  
HELENA MT 59601

Policy#: 03-159962-4  
Team: Select  
Date: 07/19/2024

Policy Period: 10/01/2024 - 10/01/2025  
Effective Date of Endorsement: 10/01/2024 - 10/01/2025

### **WAIVER OF SUBROGATION ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties.

#### **Schedule**

#### **BLANKET WAIVER OF SUBROGATION**

This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us. Full waiver fee will be applied to your policy regardless of when added to your policy and will automatically renew upon renewal of your policy.

Blanket Waiver of Subrogation Fee: \$200.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

cc: SHAUN PETERSON



February 20, 2025

**VIA EMAIL**

Missoula County Airport Authority  
Attn: Brian Ellestad  
Juniper Davis  
5225 W. Broadway St.  
Missoula, MT 59808  
[jdavis@flymissoula.com](mailto:jdavis@flymissoula.com)

**Scope and Terms of Representation by Parsons Behle & Latimer**

Dear Mr. Ellestad and Ms. Davis,

Thank you for allowing Parsons Behle & Latimer the opportunity to represent Missoula County Airport Authority (MCAA). This letter confirms the scope and terms of our engagement.

**I. Scope of Work.**

It is my understanding that we will represent MCAA regarding MCAA's water rights and related real property matters in connection with MCAA property located in Missoula County, Montana. As we have discussed, prior to commencing work for you on a specific project, each project will be run through the Firm's conflict system and a short-form engagement letter will follow via email to you that defines the scope of the project. Unless instructed otherwise, we will work directly with Juniper Davis and will take our instructions from Juniper Davis on this matter.

**II. Agreement as to Fees and Costs.**

Work on this matter will be billed at the rates listed below:

Team Member	Role	2025 Billing Rate
Abigail R. Brown	Shareholder, Primary Contact	\$475
Jesse C. Kodadek	Of Counsel	\$465
John R. Bloomquist	Of Counsel	\$450
Ross P. Keogh	Shareholder	\$450
Betsy Story	Associate	\$420
Jazmynn B. Pok	Associate	\$380
Diana J. Abbott	Associate	\$350

We will endeavor to perform services as economically as possible, but may delegate certain responsibilities to other attorneys, paralegals, or employees of Parsons with different billing rates, as needed to provide services to you. Parsons increases hourly rates periodically, including for services provided to you.

Statements for services rendered will be mailed or emailed to you monthly. You may pay your invoice by check, credit card, wire transfer, or ACH payment, and may access our client payment portal through our website. We expect prompt payment following receipt of each statement.

Parsons reserves the right to terminate providing service to any client who does not pay in a timely manner. Parsons will not perform new work for any client who has an account receivable of 90 days or older. A late charge will be imposed on any billed amounts that remain unpaid after 30 days equal to 1.5% per month. Notwithstanding anything contained in this engagement letter to the contrary, if the rate of interest is deemed to be contrary to applicable laws, then the applicable interest rate shall be the highest rate of interest that may be collected under applicable laws at the time. The firm reserves the right to claim an attorney's lien pursuant applicable state law describing and allowing an attorney's lien. If you have questions about this authority, please contact us and we can direct you to the applicable state statute.

Parsons bills clients a fee for certain expenses such as electronic research through Westlaw, our online research vendor, facsimile charges, photocopying, internal document database management, internal messenger service, and other appropriate items that will be identified and charged as they are incurred. Attached is a fee schedule setting forth the most commonly billed expenses. These fees may be adjusted from time-to-time, and by execution of this engagement letter, you agree to pay the fees if and when they are adjusted.

Parsons also bills clients for expenses paid to third parties, including, but not limited to, postage expenses, transportation costs, travel related expenses, filing fees, service of process fees, outside messenger fees, expert witness or consultant fees, outside copy charges, or electronic discovery vendor charges. The cost of these expenses will be passed on to you and will be itemized on your monthly statements. By execution of this engagement letter, you agree to reimburse Parsons the amount of these expenses.

### **III. Conflicts of Interest.**

A review of our records indicates that we have no current conflict of interest associated with undertaking this representation. If a conflict arises in the future such that it becomes necessary for us to withdraw, we will provide appropriate assistance to you in obtaining new representation. If in the future you become aware of any facts that suggest a conflict of interest exists, please call it to our attention promptly.

**IV. Notification to Your Insurer.**

It is my understanding that we have not been engaged to advise you on insurance related issues. I strongly recommend that you immediately determine whether you have any insurance policies whatsoever, whether primary or excess, which may potentially provide insurance coverage and/or a legal defense for this matter, even if you consider the possibility to be remote. I encourage you to immediately notify all possible insurers of this matter, provide each insurer with a copy of all of the communications related to this claim, and suggest that you review the “Conditions” of your insurance policies that typically prescribe the manner and substantive requirements for notifying and tendering matters to insurers for investigation, indemnity, and a defense of this claim. Most often, liability policies require immediate notice of litigation. Failure to timely notify your insurers of claims, potential claims, or litigation could result in your insurer denying a defense and/or coverage based upon late notice, even if the matter might otherwise be covered. An honest mistake by an insured regarding whether or not a given policy affords coverage or a defense may not be considered sufficient to excuse or justify failing to timely or properly notify its insurer of litigation as required by the conditions of a given policy. Consequently, it is best to notify an insurer if there is any possibility of coverage. Again, I wish to confirm that determining the identity of your insurers, if any, or the extent or scope of your insurance coverage, and/or notifying your insurers is not currently within the scope of our representation.

**V. Preservation of Documents and Information.**

Should any work the Firm does for MCAA result in litigation, MCAA is under an obligation not to alter, destroy, dispose of, or otherwise tamper with any evidence that may be relevant or admissible as evidence, or any evidence or information that is reasonably likely to lead to the discovery of admissible evidence in this matter, and to take reasonable steps to preserve and protect that evidence. This obligation extends not only to hard copy documentation, but also to electronically stored information including, but not limited to, emails, attachments, computer printouts, computer tapes, and electronic memory devices containing any documents, spreadsheets, summaries, and similar materials. In the event any emails, documents, or any other data containing information regarding potential claims and defenses reside on the hard drives of any computers owned, used, accessed, or maintained by MCAA or its employees, agents or representatives, you are also under an obligation to collect and preserve that evidence as well.

**VI. Communication.**

Correspondence, records, copies of agreements, and any other relevant documents will be forwarded to you unless instructed otherwise. All files maintained by the firm and pertaining to you in the progress of any given matter are open for your inspection at any reasonable time. I will keep you informed regarding the status of any matter in which you are involved, but you should feel free to call me any time with questions or concerns. Please understand, however, that we cannot

and do not guarantee the outcome of this matter, as the litigation process necessarily involves risk and uncertainty.

Your communications with the firm are confidential and generally protected by the attorney-client privilege, provided reasonable steps are taken to maintain the confidentiality of those communications. However, email and text messages may not be secure forms of communication unless encrypted or other privacy safeguards are in place. The firm's email system is capable of receiving and transmitting encrypted email via the Transport Layer Security (TLS) protocol. If you wish to communicate with us through this encryption protocol, please advise me so that we may ensure that the protocol is in place. Please call me if you desire further information on encryption in order to make a fully informed decision. We also recommend that you use passwords and encryption methods to secure your electronic and mobile devices, and take reasonable precautions in handling hard copies of confidential documents and communications including providing those only to persons on a 'need to know' basis.

All documents, records, and files, including any emails and electronic documents, created, stored or that otherwise come into the firm's possession during the course of this representation are subject to the firm's document retention and destruction policy. Accordingly, those documents, records, and files are subject to destruction eight years after the conclusion of the matter, unless (i) you request possession of such documents, records or files before the documents are scheduled to be destroyed, or (ii) you request that those documents, records, or files be destroyed earlier.

The firm adheres to the governing rules of civility and professional conduct applicable to this engagement and any related litigation. A copy of the applicable rules of professional conduct can be provided to you at your request. Accordingly, we reserve the right to grant accommodations to other counsel in all matters not directly affecting the merits of the case or prejudicing your substantive rights (e.g., scheduling, continuances, extensions, etc.).

#### **VII. Confirmation of Agreement.**

If the foregoing accurately reflects your understanding regarding representation by Parsons on your behalf, please sign, date, and return to me. This agreement will not take effect and the firm will have no obligation to provide legal services until we receive a signed copy of the letter.

Thank you again for retaining us in this matter. If you have any questions, please feel free to call me at 406.410.5022.

MCAA  
February 20, 2025  
Page Five

Sincerely,

PARSONS BEHLE & LATIMER



Abigail R. Brown  
Attorney at Law

ARB:jlw

The foregoing letter has been reviewed and the terms agreed to by Brian Ellestad, Airport Director on behalf of Missoula County Airport Authority this \_\_\_\_\_ (date).

RECEIVED, ACCEPTED AND AGREED:

**Missoula County Airport Authority**  
**By: Brian Ellestad**  
**Title: Airport Director**

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**Parsons Behle & Latimer Cost Schedule (2025)**

<b>General Administrative</b>		
Photocopies	\$0.15	per page
Oversized copies Black and White	\$1.00	Per Sq Ft
Oversized copies Color	\$ 10.00	Per Sq Ft
Color copies	\$0.80	per page
Blowback printing	\$0.10	page
Facsimiles	\$0.15	per page
Binding	\$1.25 - 1.50	per presentation/brief
Binders (varies by size)	\$4.00 - 30.00	each
Messenger service (varies by zone)	\$7.50 - 40.00	each
Return check fee	\$25.00	each
Wire Fee	\$30.00	per transaction
<b>Practice Support</b>		
CD copying	\$10.00	each
DVD copying	\$15.00	each
USB Drive (8 GB USB – 64 GB USB)	\$25.00 - \$55.00	each
External Hard Drive (500 GB – 1 TB)	\$125 - \$150	each
External Hard Drive (2 TB)	\$175	
Scanning paper documents for case management system	\$0.15	per page
Color scanning for case management system	\$0.75	per page
Optical character recognition of imaged documents for case management system	\$0.025	per page
Electronic endorsement - Bates numbering of imaged documents for case management system for each endorsement (Bates, Designation and Special Designation)	\$0.02	per page
Electronic designation endorsements for each document	\$0.02	per page
Document Unitization (per Doc fee is in addition to PM time, and GBs Extracting/Processing)	\$0.10	Per Doc Created
Data Extract/Processing (< 1 – 30 MB)	\$10.00	Each
Data Extract/Processing (> 31 – 100 MB)	\$20.00	Each
Data Extract/Processing (> 100 MB (>.100GB)	\$85.00	Per GB
Data Extract/Processing (Early Case Assessment plus PM Search Time) (Exported Searched Data)	\$50.00	Per GB
Exports/Production from Ipro Eclipse (<1 MB And < 50 Docs)	\$10.00	Each
Exports/Production from Ipro Eclipse (1 - 14.9 MB)	\$25.00	Each
Exports/Production from Ipro Eclipse (15 - 74.9 MB)	\$50.00	Each
Exports/Production from Ipro Eclipse (75 - 449.9 MB)	\$75.00	Each
Exports/Production from Ipro Eclipse (> 450 MB)	\$85.00	Per GB
Project Management Time (Assist, Prepare, Manual Bates, Create, Redact, Review, and Update)	\$95 - \$160.00	Per Hour
B/W Image Printing from database	\$0.10	per page

### Parsons Behle & Latimer Cost Schedule (2025)

Color Image Printing from database	\$0.55	per page
External user login for case management system (for use by experts, in-house teams, or outside co-counsel)	\$25.00	per login
<b>Electronic Research (Westlaw)</b>		
Searches	\$60.00	per search (all included databases)
Key Cite	No charge	
FIND transactions (cases, statutes, articles)	No charge	
All document displays	No charge	
Printing, emailing or downloading (including reporter images)	No charge	
Briefs or other pleadings or orders	No charge	
Secondary sources (treatises, ALR, AmJur2d, CJS, Restatements, Law Reviews) within contract	No charge	
Excluded content (treatises, premium content)	Standard Westlaw Retail Rates	
<b>Miscellaneous</b>		
Trademark Search	\$300.00	each
Exhibit Preparation	\$40.00	each
Downloaded documents from online court dockets	\$2.50	document
Technical setup up / courtroom technology setup	\$55.00	per hour

**Missoula County Airport Authority**

**Agenda Action Sheet**

Meeting Date: February 25, 2025

1. **TITLE:** Lease with Williams Heating for 3959 Whippoorwill  
**ACTION ITEM**
  
2. **AGENDA CATEGORY:** (Please highlight)  
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
  
3. **TIME REQUIRED:** 10 Minutes
  
4. **BACKGROUND INFORMATION:** MCAA owns an approximately 2.4 acre parcel of land at 3959 Whippoorwill Drive. MCAA currently leases approximately 107,500 sq/ft of improved and unimproved land on the northwest corner of this property to Rocky Mountain Mechanical. With the lease to Rocky Mountain Mechanical coming to an end, MCAA released an RFP for lease of this area in November, to which it received zero responses. MCAA thereafter began marketing the property on Craigslist, Facebook and word of mouth.  
  
Williams Plumbing, Heating and Utilities, Inc. approached MCAA about entering into a five year lease agreement with MCAA for use of the property at a rate of \$8,500 a month, which is the rate published in the RFP. Williams is based in Bozeman but works statewide. Williams intends to use the property, its parking, storage, office and light industrial facilities as the base for their Missoula operations. The proposed lease would begin March 1, 2025 and expire June 30, 2030.
  
5. **BUDGET INFORMATION:** n/a
  
6. **SUPPLEMENTAL AGENDA INFORMATION:** Final Lease Agreement for 3959 Whippoorwill Drive
  
7. **RECOMMENDED MOTION:** Move to authorize the Airport Director to sign the lease agreement for 3959 Whippoorwill Drive for a term of five years to Williams Plumbing, Heating and Utilities.
  
8. **PREPARED BY:** Juniper Davis
  
9. **COMMITTEE REVIEW:** n/a



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## LEASE AGREEMENT

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THIS LEASE AGREEMENT is made and entered into this \_\_ day of \_\_\_\_\_, 2025, by and between the MISSOULA COUNTY AIRPORT AUTHORITY, a municipal airport authority created pursuant to Montana law (“Lessor” or “MCAA”) and Williams Plumbing, Heating and Utilities, Inc. (“Lessee”).

### Recitals

1. The Missoula County Airport Authority owns and operates the Missoula International Airport in Missoula County, Montana (“the Airport”);
2. MCAA owns an approximately 2.4 acre parcel of land at 3959 Whippoorwill Drive, containing a 12,250 square foot commercial building that is currently not needed for aviation purposes (“the Property”);
3. MCAA advertised the Property in November 2024 and did not receive any proposals to lease the Property;
4. After additional marketing in the real estate market in January and February 2025, MCAA and Lessee have agreed to a five year lease under the terms included below.

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

1. Lease. Lessor grants to Lessee the use of the Leased Property as described below for the limited purposes and uses as set forth in this Agreement.
2. Leased Property. The leased property consists of approximately 107,500 square feet of improved and unimproved land as shown on the attached Exhibit A, including:
  - a. Commercial Building – Office Space: 1,250 square feet
  - b. Commercial Building – Shop/Garage: 11,000 square feet
  - c. Paved Parking Area – 25,000 square feet
3. Condition, Examination and Acceptance of Leased Property. Lessee acknowledges that it has inspected the Leased Property, is satisfied with its condition, and accepts it in its present condition. Lessee acknowledges that its decision to enter into this Lease was based upon the Lessee's own inspection of the Leased Property and the Lessee's own judgment of its suitability and desirability for the Lessee's purposes, and that Lessee has not been governed or influenced by any representation of the Lessor as to the condition, suitability, character or earning capacity of the Leased Property.
4. Term. The term of this Agreement shall commence on February 1, 2025 and continue for 5 years and 4 months, more or less, terminating at 11:59 p.m. on June 30, 2030, unless terminated sooner pursuant to the provisions of this Agreement.

5. Holding Over. In the event Lessee shall hold possession of the Leased Property after expiration or termination of this Agreement, then such holding shall be a holdover tenancy from month to month and is otherwise governed by the same conditions, restrictions, limitations and covenants as contained in this Agreement. The intent of this provision is not to extend the term of this Agreement after termination or expiration, but rather to insure that any occupancy or use of the Leased Property by Lessee after expiration or termination of this Agreement is in strict compliance with the conditions, restrictions, limitations and covenants of this Agreement governing Lessee's use of the Leased Property.

6. Rents and Fees. Effective March 1, 2025, Lessee agrees to pay to the MCAA a ground rent of \$8,500 per year based on the square footage of the Leased Property ("Rent").

a. Rent Adjustments. Beginning in 2026 and continuing in each successive year for the duration of the lease, the amount of the Rent shall increase on July 1 by the greater of 2% or the current Consumer Price Index (CPI) not to exceed 5% in any given year.

CPI is defined as the Consumer Price Index (U.S. Department of Labor, Consumer Price Index, All Urban Consumers, All Items, U.S. City Average, Not Seasonally Adjusted, 1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics. Current CPI equals the percentage change between April 2025 and April in the year of the Rent adjustment. If the Index ceases to be published by the United States Department of Labor, Bureau of Labor Statistics, or a significant change is made in the manner in which the CPI is calculated, then the parties agree to substitute the most nearly equivalent cost of living index which is published by the United States Department of Labor, its successor, or a similar agency.

b. Late Charge. Lessee must pay a late charge of ten cents (\$.10) for each one dollar of each payment that is more than twenty (20) days in arrears. Any payment made after that date will not be considered complete unless it includes this late payment charge. Lessee will be in default under this Agreement until the late charges are paid in full.

c. Time and Place of Payment. The Rent shall be paid in a sum equal to one-twelfth (1/12<sup>th</sup>) of the annual amount on the first day of each and every calendar month, once Rent commences. All payments made under this Agreement will be sent to MCAA at the address set forth in this Agreement, or to whatever other person and/or address MCAA designates in writing.

7. Taxes and Assessments. Lessee shall timely pay any and all taxes, fees, assessments and charges owed as a result of or arising out of Lessee's use and occupancy of the Leased Property as set forth in the Primary Guiding Documents. If requested in writing

by MCAA, Lessee shall provide MCAA with proof of payment of all such taxes and assessments.

8. Utilities. Lessee is responsible for contracting and paying for all utilities and services furnished to the Leased Property during the term of this Agreement, including but not limited to electric, gas, water, sewer, garbage, alarm, telephone, janitorial, lawn mowing, landscaping maintenance, and snow removal services. Lessee shall be responsible for payment prior to their delinquency date of all charges for utilities and services supplied to the Leased Property, including any special improvement district assessments levied by government authorities which are applicable to Lessee's improvements.

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

Administration offices, storage, shop/mechanical/warehouse work for a plumbing, heating and civil construction contractor business.

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

- a. Consistent with MCAA's overall mission;
- b. In compliance with MCAA's grant assurances to the FAA;
- c. Compatible and consistent with current and planned future uses of the Airport's facilities and property;
- d. In compliance with all applicable federal, state, and local laws, regulations, and/or ordinances; and
- e. Consistent with MCAA policies as they may exist at the time of the proposed new use or operation.

10. Applicable Laws. The Agreement is subject to all applicable federal, state, and local laws and regulations governing the use of Airport property including those of the FAA, the State of Montana, and Missoula County Airport Authority. Lessee agrees to comply with all such laws and regulations in all its operations on and uses of the Leased Property, including MCAA's Primary Guiding Documents.

11. MCAA's Reserved Rights. MCAA reserves the following rights:

- a. For the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Property, together with the right to cause in the airspace such noise as may be inherent in the operations of aircraft now known or hereafter used for navigation of or flight in the airspace and for use of the airspace for landing on, taking off from, and/or operating on the airport.

- b. The right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers or drains, pipelines, telephone and power lines and other such utility or service lines with necessary or convenient equipment and accessories over, in, upon, through, across, and along the Leased Property or any part thereof as will not unreasonably interfere with Lessee's operations under this Agreement and to enter upon the Leased Property for any and all such purposes. MCAA further reserves the right to grant franchises, easements, rights-of-way and permits in, over and upon, along or across any and all such portions of the Leased Property as MCAA may elect so to do.
  - c. The right to further develop or improve its property as it sees fit regardless of the desires or views of Lessee and without interference or hindrance from Lessee.
  - d. The right to grant easements, rights of way and permits in, over and upon, along or across any and all such portions of the Leased Property as Lessor may elect to do. The exercise of any rights under this sub-section are subject to the following conditions:
    - i. No right of the Lessor provided for herein shall be exercised so as to interfere unreasonably with the Lessee's operations under this Agreement.
    - ii. Lessor agrees to consult with Lessee concerning construction activities which may impact Lessee's operations.
    - iii. Lessor agrees that any right as set forth herein shall not be exercised unless a prior written notice is given to Lessee.
    - iv. Lessor agrees that it will cause the surface of the Leased Property to be restored to its previous condition upon the completion of any required construction.
  - e. Notwithstanding anything contained in this Agreement that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement for Lessee to use portions of the Airport outside the Leased Property are non-exclusive. MCAA reserves the right to grant similar privileges or leases to another operator or other operators on other parts of the Airport including for operations the same as or similar to Lessee's.
12. Obstructions and Airport Hazards Prohibited. Lessee expressly agrees to restrict the height of structures, objects, natural growth and vegetation, and any other obstructions on the Leased Property to such a height as to comply with FAA rules and regulations. Lessee expressly agrees to prevent any use of the Leased Property that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.

13. Existing Easements. Lessee accepts the Leased Property subject to any and all existing easements, liens, or other encumbrances.
14. Lease Subordinate to Rights of the U.S. Government. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America relative to the development, operation, or maintenance of the Airport. This Agreement is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.
15. Construction on or Alteration of the Leased Property. The following terms and conditions shall govern the alteration or construction of any improvements, buildings or structures on the Leased Property and any alterations of such buildings or structures:
  - a. Prior to commencing construction or alteration of any improvements on the leased property, lessee shall comply with the MCAA Development Guidelines and any other applicable provisions in MCAA's Primary Guiding Documents. The Development Guidelines and Primary Guiding Documents require, in part, that the Lessee submit plans and specifications for the proposed construction to the Authority or its designate and that the plans and specification be approved in writing prior to the commencement of construction.
  - b. Prior to beginning any construction on or alteration to the Leased Property, Lessee must obtain all building or construction permits or licenses applicable to the project. To the extent necessary for any construction undertaken on the Leased Property by Lessee, Lessee shall pay for the movement, installation and/or replacement of any utility, sewer, electrical, gas, phone, water and any other utility or service lines within the Leased Property. To the extent necessary for any construction undertaken on the Leased Property by Lessee, Lessee will pay the cost of bringing electrical, gas, phone and water lines and any other necessary utilities to the nearest boundary line of the Leased Property from where they are currently located. Lessee will pay for and install any meters and/or related equipment on any utilities supplied to the Leased Property as may be necessary to allocate the cost of the monthly utility services to Lessee.
  - c. Upon completion of any construction work on the Leased Property, Lessee shall submit to MCAA a written certification from an architect licensed in the state of Montana or certified plans and statement provided by the builder that the work has been completed in compliance with the plans and specifications and in compliance with Montana State and Federal applicable laws and regulations, including building, fire and safety codes.
  - d. Upon completion of any construction and before occupancy of any structures, Lessee shall provide to Lessor as-built or as-constructed plans and specifications in both written and electronic form.
  - e. If construction has altered the footprint of the building, Lessor shall re-survey the Leased Property after completion of construction to account for changes in boundaries and any other changes to the Leased Property. Lessee shall be

responsible for the cost of the survey and shall pay the invoice for such cost within 30 days of receipt. Upon completion of the survey, it shall replace the current Exhibit A. The amended square foot charges shall take effect on the first day of the month following completion of the survey.

16. Liens and Encumbrances. Lessee agrees to keep the Leased Property free of construction liens or other similar liens and encumbrances. Lessee agrees to indemnify and hold MCAA harmless from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any work done, labor performed or materials furnished to or at the Leased Property, including attorney fees, expenses and costs. This paragraph does not prohibit Lessee from granting consensual mortgages and/or liens on its leasehold interest and any structures or building placed on the Leased Property, provided Lessee obtains MCAA's prior written approval for such liens as required by MCAA's Primary Guiding Documents.
  
17. Maintenance of Leased Property. Lessee is responsible for all maintenance, cleaning, and repair of the Leased Property, including the specific items set forth in this section and any requirements set forth in MCAA's Primary Guiding Documents. If the Leased Property is not properly maintained as required, MCAA may cause such repair, maintenance and/or cleaning to be done after giving written notice to the Lessee. Lessee must pay the cost of such work within ten (10) days after being billed by MCAA.
  - a. Lessee agrees to repair and maintain the Leased Property and all improvements in good order and repair, including but not limited to crack sealing, seal coating, sweeping and snow removal on any pavement located on the Leased Property.
  - b. Lessee agrees to keep the Leased Property and all improvements in a neat, clean, and orderly condition including, but not limited to, the prevention of the accumulation of any trash, debris, litter, refuse or waste materials.
  - c. The long-term storage of materials/supplies, equipment (motorized equipment excepted), aircraft parts and packing materials and all other support items outside the facility and in the public view is prohibited without MCAA's prior written approval. Any outdoor storage of any materials must comply with all applicable environmental requirements including but not limited to storm water pollution regulations.
  - d. Any damages caused by Lessee's use and/or spillage of petroleum products shall be repaired by and at the sole expense of the Lessee after obtaining the prior written approval of MCAA of detailed plans for the repair work which meet or exceed the specifications set by MCAA. If Lessee fails to properly repair any such damage after written notice from MCAA, then MCAA may cause such repairs to be made and bill Lessee for all the costs associated with the repairs.
  - e. MCAA's representative shall have the right, 24 hours after written notice, to inspect the Leased Property to determine if Lessee is complying with the provisions of this Agreement. Lessee's representative may accompany MCAA's representative on all inspections.

18. Use of Public Airport Facilities. Lessee is granted the nonexclusive use of all public Airport facilities. All such use shall be in accordance with the laws of the United States of America, the State of Montana, and the rules and regulations promulgated by MCAA with reference to aviation, air navigation and general Airport operations.

19. Non-Discrimination. Lessee agrees to comply with all federal and state laws, rules, and regulations regarding non-discrimination, including any such laws, rules or regulations of the U.S. Department of Transportation, Title 49, Part 21 and 26.

- a. Notwithstanding anything to the contrary contained in this Agreement, the parties agree that Lessee is responsible for compliance with the Americans With Disabilities Act of 1990 (the "ADA") for any and all activities on the Leased Property, including compliance with the provisions of Title III of the ADA for any construction, renovations, alterations, and repairs made by Lessee within or on the Leased Property during the term of this Agreement.
- b. Lessee agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and that is shall not discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- c. Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event such noncompliance is not corrected within thirty (30) days after written notice to Lessee by MCAA, MCAA shall have the right to terminate this Agreement and the estate created without liability therefor or at the election of MCAA or the United States either or both shall have the right to judicially enforce said provisions.

20. Obligations of MCAA.

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

the United States Government under the Federal Airport Act. MCAA shall maintain access to the Terminal building and terminal ramp in good and adequate condition for use by vehicles and fuel trucks and shall maintain such access to the Leased Property during this Agreement, subject to changes, alterations and interruptions in such access as may be necessary during construction, emergencies or special events.

- d. MCAA shall make required repairs and replacements to the core building systems and components in the case of failure or imminent failure so long as such failure or imminent failure is not due to the actions or neglect of the Lessee or their officers, agents, employees, contractors, servants, invitees or guests. All other repairs and maintenance will remain the responsibility of the Lessee as described in Section 17. Core building systems shall include the roof, foundation, exterior walls, interior structural walls, and other structural components of the Property and the mechanical, electrical, water, septic, and other building systems of the Property.

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

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

- a. Leave this Agreement in effect, permit the Lessee to remain in possession of the Leased Property, and bring an action or actions against the Lessee to recover the amounts owed by the Lessee under this Agreement as they become due, and to recover any other amounts necessary to compensate the MCAA for all detriment caused by the Lessee's failure to perform its obligations under this Agreement. The abandonment of the Leased Property by the Lessee will not affect the Lessee's obligations under this Agreement.
- b. Notify the Lessee in writing that the Agreement is terminated, and demand that the Lessee immediately relinquish possession of the Leased Property. The MCAA may take this action either as an alternative to or subsequent to exercising the remedies set forth in sub-section (a) of this paragraph. If the Lessee does not relinquish possession of the Leased Property, the MCAA may enter and take possession of the Leased Property, may remove the property and personnel of the Lessee from the Leased Property at the expense of the Lessee, and may store the



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

- c. Hold, renovate, or dispose of the Leased Property or any part of the Leased Property on any terms selected by the MCAA, free and clear of any rights of the Lessee.
  - d. Relet the Leased Property in any commercially reasonable manner, and apply the proceeds, after deducting all costs and expenses incurred in connection with retaking possession of, remodeling, and reletting the Leased Property, in payment of the Lessee's obligations under this Agreement, with the Lessee remaining responsible for any deficiency.
  - e. If Lessee's default consists of failure to obtain, maintain or pay for any of the insurance policies which this Agreement requires it to maintain, or failure to pay any tax, assessment, or other charge which this Agreement requires it to pay, or failure to keep the Leased Property free from liens, levies and encumbrances, or failure to indemnify the MCAA against any claim, action, damage, loss, injury, demand, liability, cost or expense, the MCAA will have the right, but not be obligated, to take that action itself, and to bill the Lessee for the costs of taking that action. If the Lessee fails to pay such costs with the next payment due under this Agreement, the Lessee agrees to pay the late charge and interest on those costs at the rates provided for in paragraphs 6(j) and 6(k), respectively, of this Agreement.
  - f. Pursue any and all other rights or remedies available to the MCAA at law or in equity.
23. Notice of Default Fee. If an event of default occurs and the MCAA sends a notice of default to Lessee, Lessee must pay the MCAA \$300 per notice to reimburse MCAA for the costs of sending the notice of default. This fee will be set forth in the notice of default, and the default will not be considered cured until this fee is paid.
24. Hold Harmless. Lessee agrees to indemnify and hold MCAA and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which MCAA, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Lessee, its officers, agents or employees in its operations at the Airport. MCAA agrees to indemnify and hold Lessee and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which Lessee,

its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of MCAA, its officers, agents or employees in the use of the Leased Property.

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

- a. Commercial general liability insurance with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around the Leased Property, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit of bodily injury and property damage, and shall name MCAA as an additional insured.
- b. Property and casualty insurance with a reputable company insuring any personal property and fixtures on the Leased Property against all risks in an amount not less than the replacement value of such items.
- c. Any other insurance that is customarily required for the type of business activity conducted by Lessee and that MCAA may request in writing that Lessee obtain.
- d. All such insurance policies will be in a form or forms which satisfy the requirements of MCAA's Primary Guiding Documents as the same may exist or be amended from time to time. Lessee shall deliver to MCAA, upon execution of this Lease and annually thereafter, a certificate of all required insurance showing it to be in effect and providing that it will not be canceled without at least thirty (30) days prior written notification to MCAA. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Lessee's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Lessee's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Lessee's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Lessee, its officers, agents or employees in its operations at the Airport.

26. Destruction of Leased Property. If the Leased Property or any part thereof is damaged or destroyed by reason of any cause other than Lessee's fault or negligence, the parties agree to commence and diligently pursue to completion the repair or reconstruction of the Leased Property by MCAA and Lessee's property by Lessee, in which event this Agreement shall remain in full force and effect, or at Lessee's option, Lessee may terminate this Agreement upon written notice to MCAA within thirty (30) days after the damage or destruction of the Leased Property.

27. Abandonment. If Lessee shall abandon or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the Leased Property thirty (30) days after such abandonment or dispossession shall be deemed to have been transferred to Lessor and Lessor shall have the right to remove and dispose of the same without liability to account to Lessee or to any person claiming under Lessee.

28. Termination by Lessee. If, during the term of this Agreement, any law or ordinance should come into effect which so restricts the use to which the Leased Property can be put that the Lessee is unable to use the Leased Property in the manner contemplated in this Agreement, then the Lessee may upon first obtaining written consent from the holder of any lien or encumbrance upon the Leased Property and upon sixty (60) days written notice to MCAA terminate this Agreement. In the event of termination by Lessee under this clause, Lessee shall pay to MCAA all rents and fees and other consideration up to the date of termination.
29. Termination by MCAA. In addition to termination resulting from Lessee's default, MCAA may terminate this Agreement with written notice to Lessee for the following reasons:
- a. In the event that any court or governmental agency having jurisdiction over MCAA shall mandate the termination of this Agreement or mandate changes in the use of the Leased Property which prevent the Leased Property from being used in the manner contemplated by this Agreement.
  - b. If MCAA should require the Leased Property in connection with the future expansion and/or operation of the Airport.
  - c. If the MCAA alters its proposed plan of development of the Airport in a manner that would preclude Lessee from operating under the terms of this Agreement.
  - d. If any other governmental agency assumes control of the Airport or any portion of the Airport in a manner that would preclude Lessee from operating under the terms of this Agreement.

If this Agreement is terminated pursuant to the terms of this paragraph, Lessee shall have the right to lease from MCAA, to the extent of MCAA's ability to lease, a site similar in size to the Leased Property on the same terms and conditions as set forth in this Agreement provided suitable space is vacant and available at the Airport. In such an event, MCAA reserves the right in its sole and absolute discretion to relocate to the new site any of the facilities of Lessee consistent with federal and state laws. Any site relocation will be at the expense of MCAA provided, however, that MCAA shall not be liable for any damages for any loss of business or income resulting from such relocation. During the period of relocation, MCAA agrees to allow Lessee to operate from any existing feasible facilities or temporary site which MCAA may then have available. In the event a new site is not provided, MCAA will comply with the applicable federal and state laws concerning Lessee's rights and property interests under this Agreement and nothing in this Agreement shall be construed to reduce the compensation or damages, if any, owed to Lessee from any such relocation, termination or taking. If Lessee is required to vacate the Leased Property pursuant to this section, MCAA shall provide Lessee with a minimum of 45 days to do so.

30. Notices. All default or termination notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested, or by email or such other means which provide digital/electronic proof of receipt, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may by written notice designate:

**Airport Director**

Missoula County Airport Authority  
5225 West Broadway  
Missoula, Montana 59808  
bellestad@flymissoula.com

**Lessee**

Williams Plumbing, Heating and Utilities, Inc.  
P.O. Box 10  
Bozeman, Montana 59771  
mitch@willplumb.com

31. Hazardous Substances – Pollution Liability. For purposes of this Agreement, "Hazardous Substances" means asbestos and any toxic, dangerous, or hazardous waste, substance, or material under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, the Resource Conservation and Recovery Act, any so-called Superfund or Superlien law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

- a. MCAA warrants and represents that to the best of its knowledge there are no existing hazardous substances, wastes or pollutants or any underground storage tanks on the Leased Property and that, to the best of its knowledge, no hazardous substances have been released or discharged by MCAA on the Leased Property including in the soil and groundwater. MCAA shall indemnify and hold harmless the Lessee against any and all costs, including fines, penalties or administrative costs that may be associated with a breach of this warranty and representation.
- b. Lessee warrants and covenants that during the term of this Agreement it will not produce, handle, store, release, or dispose of hazardous substances on the Leased Property except as expressly authorized in this Agreement or by prior written permission from MCAA. The phrase "expressly authorized in this Agreement" means Lessee's use of substances such as fuel, oil, lubricants, cleaning solvents or other similar such substances used in the ordinary course of Lessee's business on the Leased Property provided such use is in strict compliance with this Agreement and all applicable environmental and safety laws, rules and regulations. Failure of Lessee to abide by the terms of this paragraph may be restrained by injunction, in addition to any other remedies available to MCAA.
- c. Lessee will give written notice to MCAA before storing, using, or disposing of any hazardous substances on the Leased Property. The notice will identify the hazardous substance, describe the manner in which it will be stored, used, or disposed of, and describe the manner in which any excess quantities of the hazardous substance or byproducts arising from the hazardous substance will be disposed of by Lessee. If MCAA objects to the storage, use, or disposal of a

hazardous substance on the Leased Property, it may demand that Lessee refrain from or cease the activity objected to, and may demand that Lessee take any appropriate steps to remove the hazardous substance from the Leased Property. The failure of the Lessee to notify MCAA of the storage, use, or disposal of a hazardous substance on the Leased Property, or the failure of Lessee to comply with any demand of MCAA with respect to hazardous substances, will constitute an event of default under this Agreement.

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

- i. The provisions of this section shall survive any expiration or termination of this Agreement.

32. **Radon Disclosure.** The Leased Property subject to this Agreement includes inhabitable structures. With regard to any such structure, the Airport discloses to the Lessee as follows:

The Airport, in accordance with the requirements of the Montana Radon Control Act, and specifically Section 75-3-606 of the Montana Code Annotated, hereby advises the Lessee that the property described in this Lease contains inhabitable real property (real property that includes a building affixed to it) and makes the following disclosure:

**RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT.**

Airport hereby advises the Lessee that radon testing has not been conducted on the Leased Property. The Airport is not aware of radon mitigation or treatment having been conducted upon the Leased Property. The Lessee acknowledges receipt of the foregoing information.

If Lessee performs radon testing and it reveals the presence of radon, Lessee has the obligation to perform radon mitigation on the Leased Property at its own expense.

33. **Assignment, Subletting and Encumbrances.** Any subletting of Lessee's interest in the Leased Property or granting of any liens or encumbrances on the Leased Property or any part or portion thereof must first be approved in writing by MCAA pursuant to MCAA's Primary Guiding Documents. Any new Lessee or sub-Lessee must agree to be bound by and to comply with all provisions of this Agreement and must submit all information and documents required of new Lessees as set forth in the Primary Guiding Documents. MCAA may delegate the authority to approve requests for subletting and or the creation of encumbrances on leased space to its Director. Lessee must provide MCAA with copies of all sub-leases and up to date contact information for sub-lessees.

34. **Time.** Time is of the essence in this Agreement.

35. **Computation of Time.** Whenever the last day for the exercise of any privilege or right or the discharge of any duty under this Agreement will fall upon a Saturday, a Sunday, or

any public or legal holiday, whether state or federal, the party having the privilege, right or duty will have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.

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

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

44. Successors in Interest. The terms, covenants and conditions of this Agreement apply to and are binding on the successors and assigns of the parties to this Agreement.
45. Official and Corporate Action. The parties represent and warrant that each has taken all official or corporate action necessary to authorize the execution and performance of this Agreement.
46. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Delivery of an executed agreement by one party to the other may be made by facsimile or electronic transmission. This Agreement shall take effect upon being signed by both parties.

Missoula County Airport Authority

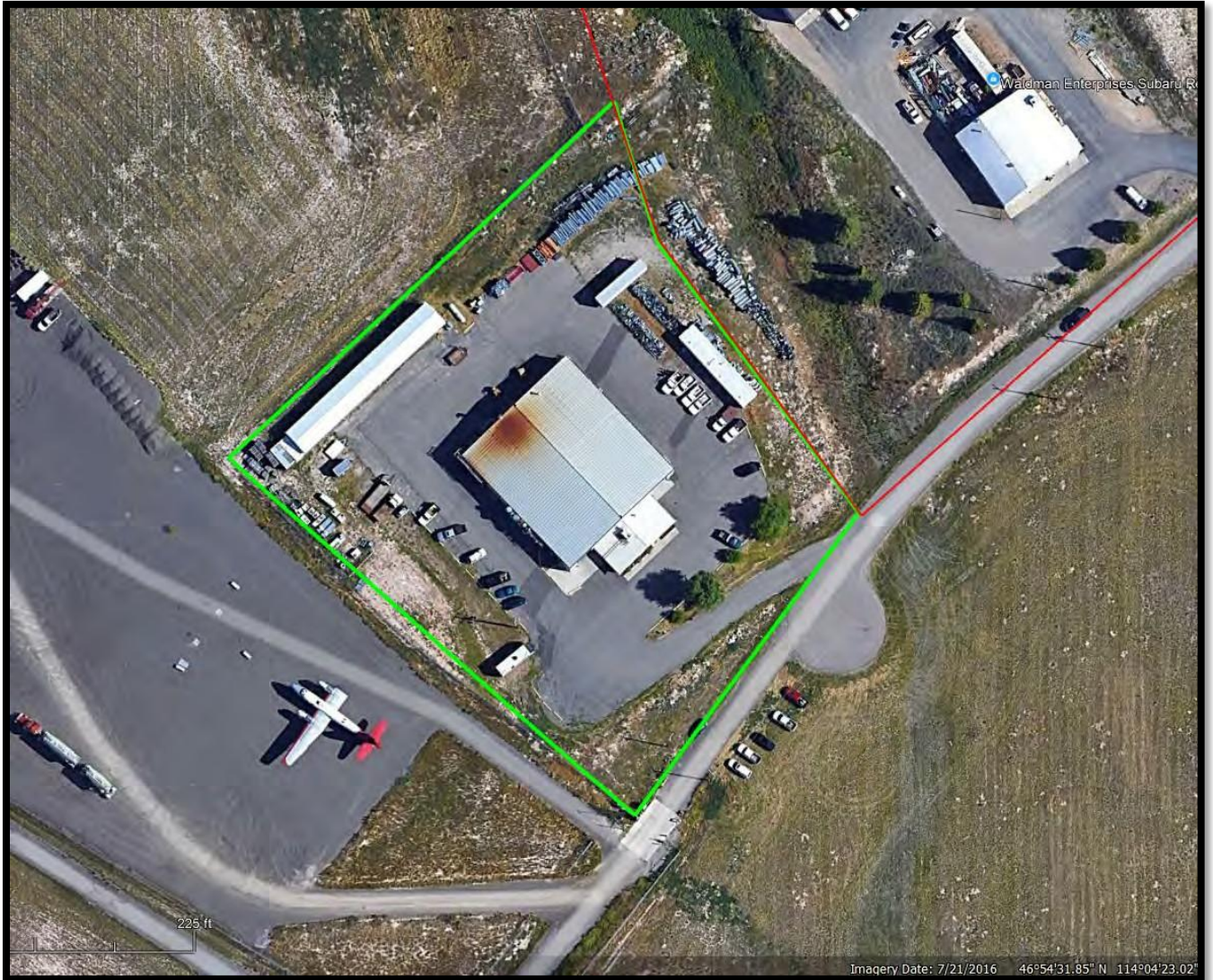
Williams Plumbing, Heating  
and Utilities, Inc.

\_\_\_\_\_  
By: Brian Ellestad, Airport Director

\_\_\_\_\_  
By: Quin Williams, Owner/CEO



**Exhibit A**



## Missoula County Airport Authority

### Agenda Action Sheet

Meeting Date: February 25, 2025

1. **TITLE:** Grant Creek Restoration MOA with the City of Missoula  
**ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)  
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 10 Minutes
4. **BACKGROUND INFORMATION:** MCAA is working in partnership with the City of Missoula and other community organizations to restore a portion of Grant Creek that runs through airport property. The restoration project, which starts on private property north of airport land, will eliminate the channelized creek bed for a more naturally contoured stream channel. The project will also dramatically reduce the floodplain associated with Grant Creek through this area.  
  

MCAA staff have come to agreement over the terms of the partnership as expressed in the attached Memorandum of Agreement. If approved by the Board, the MOA will provide the City with temporary access to the necessary airport land to complete the restoration work, it will set the parameters for how access will safely take place on airport property, and it will lead to a permanent drainage easement that will ensure the restored creek channel exists well into the future.

In addition, the MOA reiterates a commitment made by the MCAA Board in 2018 to provide a route for George Elmer Drive to cross from north to south on the eastern edge of airport property.
5. **BUDGET INFORMATION:** n/a
6. **SUPPLEMENTAL AGENDA INFORMATION:** Memorandum of Agreement between the Missoula County Airport Authority and the City of Missoula
7. **RECOMMENDED MOTION:** Move to authorize the Airport Director to sign the Memorandum of Agreement between the Missoula County Airport Authority and the City of Missoula regarding restoration of Grant Creek.
8. **PREPARED BY:** Juniper Davis
9. **COMMITTEE REVIEW:** n/a

**Memorandum of Agreement  
Between the Missoula County Airport Authority and the City of Missoula**

This Memorandum of Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Missoula County Airport Authority (“MCAA”) and the City of Missoula (“City”), collectively referred to as the “Parties.”

**WHEREAS:**

1. The City, in partnership with Missoula County, adopted the Sxwtpqyen Area Master Plan for the Mullan Road area (the “Master Plan”), which aligns land use planning and regulations, transportation elements, and plans for amenities in an area of the community currently receiving significant development pressure.
2. The City, in partnership with Missoula County, intends to construct transportation improvements and public utility improvements with a federal BUILD Grant and other local funding sources in the Sxwtpqyen area (the “BUILD Project”), which includes the realignment and restoration of Grant Creek to reestablish a natural floodplain in order to provide an adequately sized stream channel to handle floodwaters in this area and remove some areas from floodplain development restrictions.
3. Construction of the BUILD Project benefits the MCAA by improving access to MCAA lands, reducing the cost of development, and increasing the value of the Property by removing floodplain restrictions from the Property. The realignment and restoration of Grant Creek provides the MCAA with the opportunity to manage wildlife in and adjacent to the riparian corridor as outlined in the “Aviation-Wildlife Considerations Related to the Proposed Grant Creek Restoration, Missoula, MT” report to minimize aviation and wildlife conflicts.
4. The Parties desire to establish a framework for collaboration regarding the realignment of Grant Creek, as depicted in Exhibit A. This Agreement reflects mutual commitments and responsibilities to facilitate the project and associated benefits for the community.

**NOW, THEREFORE,** the MCAA and the City hereby agree as follows:

1. **MCAA to Provide Easements for George Elmer Drive.** The MCAA agrees to grant to the City a public right-of-way easement over MCAA property to be used to connect the existing and planned sections of George Elmer Drive through MCAA property in order to complete a connection to West Broadway. The MCAA will grant this easement once the City, in coordination with MCAA, determines the final location for George Elmer Drive, obtains the funding necessary to construct George Elmer Drive, and MCAA receives approval from the Federal Aviation Administration (“FAA”) of the proposed construction work.
2. **MCAA to Provide Easement for Realignment of Grant Creek.** Within 60 days of project completion for the Grant Creek Realignment work, the MCAA shall grant a public drainage easement over the realigned Grant Creek corridor to the City in a form substantially similar to the template attached as Exhibit B.

3. **Grant Creek Realignment.** The City agrees to develop plans to realign Grant Creek. The City further agrees to complete the construction work shown on Exhibit A (Bid Schedule 1), which involves floodplain restoration and mitigation. As part of this project, the City will obtain all necessary permits and approvals, including a Conditional Letter of Map Revision (CLOMR) from FEMA for conditional approval of removing floodplain restrictions. Upon project completion, the City will prepare and file a floodplain Letter of Map Revision (LOMR) with FEMA with the goal of reducing the floodplain development restrictions applicable to the Property to free up land for development. The City will make reasonable efforts to reduce the floodplain restrictions applicable to the Property, but it can make no guarantee or representation concerning the potential for success since the final decision on this issue is vested in FEMA.
4. **Temporary Construction Licenses.** In order to complete the Grant Creek projects discussed above, the MCAA grants the City temporary construction licenses as described below from the time of execution of this Agreement and continuing for two years past the date of construction completion for each project to allow for warranty repairs. The City will indemnify and defend the MCAA from any claims arising from these activities and restore the affected land to its original condition upon project completion.
  - For Grant Creek construction, the area shown in Exhibit A.
  - This license include:
    - Authorization to access and cross MCAA property at reasonable locations to conduct the construction activity in the project area. Authorization to engage in construction activities, including temporary storage of excavated material.
    - Such access and activities are further limited as described below in Paragraph 9.
5. **Project Communication.** The MCAA's primary project contact are Juniper Davis and Nate Cole. The City will include this individual in all written correspondence. The City's primary project contract is Andy Schultz, and the MCAA will include this individual in all written correspondence.
6. **FAA Form 7460 Compliance.** The City will file a Form 7460 with the FAA for airspace review prior to constructing both the George Elmer Drive project and the Grant Creek realignment project. Construction for either project will not commence until FAA approval is obtained for that project. The City agrees to comply with all FAA requirements received as a result of FAA review of the project.
7. **Grant Creek Backfill.** The City will backfill the abandoned portion of Grant Creek within MCAA property with compacted material (meeting 90% compaction per ASTM D698) and establish vegetation matching the surrounding area.
8. **Storm Water Pollution Prevention Plan.** The City will manage and administer the Storm Water Pollution Prevention Plan on affected MCAA property until the construction permit is closed and vegetation is fully established.

9. **Requirements for Work on MCAA Property.** The City agrees that it and its agents engaged in the construction work contemplated by this Agreement will comply with certain requirements while working on MCAA property. Failure to comply with these requirements may result in work stoppage until issues are resolved to MCAA's satisfaction. While working on MCAA property, the City will:
- Ensure personnel accessing MCAA property are aware of air traffic hazards; air traffic will cause jet blast and noise which may cause disturbances to construction operations.
  - Require all personnel accessing MCAA property to attend a safety meeting conducted by MCAA to discuss operational limits and safety.
  - Comply with all FAA regulations and site safety requirements found at [http://www.faa.gov/regulations\\_policies/advisory\\_circulars/index.cfm/go/document.information/documentID/1032410](http://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.information/documentID/1032410).
  - Require that all vehicles/equipment working on MCAA Property be equipped with a company name/logo, a standard amber strobe affixed to the highest point and/or an orange/white checked construction flag.
  - Ensure that project personnel do not use secondary roads on MCAA property except for those specifically designated haul routes within the Project boundaries.
  - Not allow vehicles or equipment greater than 25' in height on site without a separate FAA Form 7460 to be filed and approved by the FAA.
  - Restrict parking, staging, and material storage to approved areas and durations.
  - MCAA Property will not be utilized as a construction staging area. No equipment shall be stockpiled on MCAA property for more than 24 hours without prior authorization from MCAA.
  - Obtain written approval for property access prior to beginning construction and designate a 24-hour emergency contact.
  - Repair any damages to MCAA property at the City's expense. Such repairs may include regrading, reseeding until vegetation is established and matches the pre-development state
  - Control dust on a continuous basis. Dust can reduce visibility, damage aircraft engines and navigational equipment.
  - City is responsible for ensuring all trash is kept within enclosed containers. Loose trash and debris are bird and wildlife attractants and can cause safety issues with aircraft.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**By MCAA:**

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

Name: Brian Ellestad

Title: Airport Director

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

**By CITY:**

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

Name: Andrea Davis

Title: Mayor

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

**Attest**

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

Name: Claire Trimble

Title: City Clerk

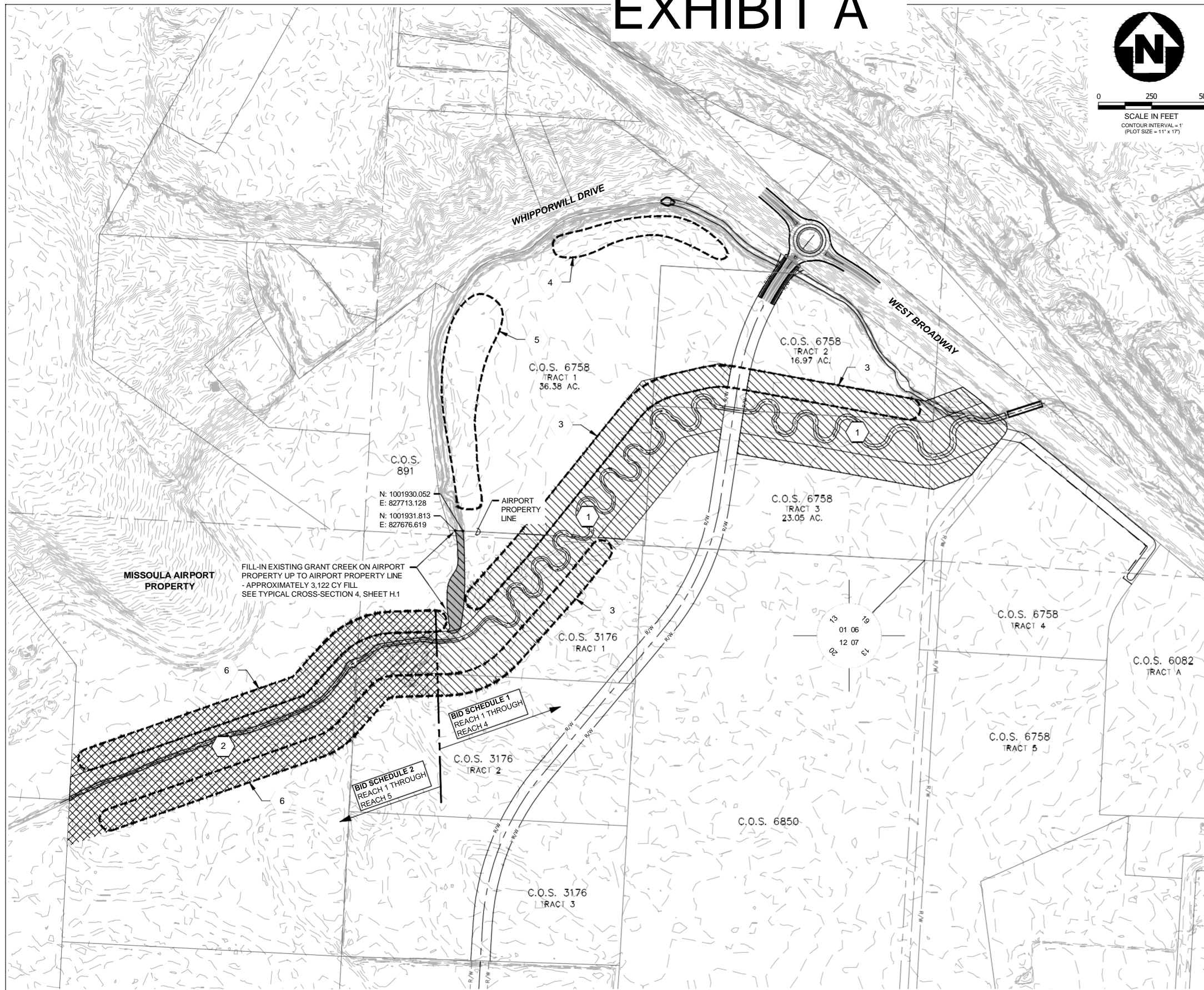
# EXHIBIT A



0 250 500  
SCALE IN FEET  
CONTOUR INTERVAL = 1'  
(PLOT SIZE = 11" x 17")

### LEGEND

- BID SCHEDULE 1
- BID SCHEDULE 2
- EARTHWORK STOCKPILING



### KEY NOTES:

- BID SCHEDULE 1**  
TOTAL EXCAVATION MATERIAL  
APPROXIMATELY 81,652 CY
- BID SCHEDULE 2**  
TOTAL EXCAVATION MATERIAL  
APPROXIMATELY 113,063 CY
- BID ALTERNATE 1A**  
EXCAVATION MATERIAL STOCKPILE LOCATION  
APPROXIMATELY 54,207 CY (PERMANENT FILL APPROXIMATELY 30,424)
- BID ALTERNATE 1B**  
EXCAVATION MATERIAL STOCKPILE LOCATION  
APPROXIMATELY 38,060 CY
- BID ALTERNATE 1B & 2B**  
EXCAVATION MATERIAL STOCKPILE LOCATION  
APPROXIMATELY 16,147 CY
- BID ALTERNATE 2A**  
PERMANENT FILL APPROXIMATELY 31,411 CY

REVISION	DATE	DESCRIPTION

DESIGNER	DM	PROJ. NO.	7065.01
DRAWN	JW	DATE	08/01/2024
CHECKED	DM	SURVEYED	DJ&A, P.C.



GRANT CREEK  
100% PLANS  
PRELIMINARY NOT FOR CONSTRUCTION

A. GENERAL INFORMATION  
EARTHWORK STOCKPILING AND  
ALTERNATE BID SCHEDULES

SHEET  
OF  
A.7 A.9

# EXHIBIT B

After Filing Return to:  
City Clerk  
435 Ryman St.  
Missoula, MT 59802

## Public Drainage Easement

Property Geocode:

THIS EASEMENT AGREEMENT (“**Agreement**” or “**Easement Agreement**”) is made as of the day this Agreement is fully executed by and between \_\_\_\_\_, with the address of \_\_\_\_\_, Missoula, Montana 598\_\_ (“**Grantor**”), and the City of Missoula, a municipal corporation organized pursuant to the laws of the State of Montana, whose address is 435 Ryman Street, Missoula, MT 59802 (“**City**”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Missoula County, Montana, more particularly described in **Exhibit A** attached hereto (the "Property"); and

WHEREAS, the City desires to move the location of Grant Creek to accommodate floodplain changes and infrastructure improvements, and the Grantor has agreed to accept the relocation of the stream onto the Property to be used for public drainage purposes; and

WHEREAS, the parties desire to establish a perpetual, non-exclusive drainage easement to accommodate the new location of Grant Creek on the Property.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

**1. Grant of Easement.** Grantor hereby grants and conveys unto the City, for the benefit of the public, a permanent non-exclusive easement (“Easement”) over and along the full width and length of the premises described as follows, to-wit:

As shown on the attached Exhibit B and is hereafter referred to as “Easement Area”.



**2. Easement Rights.** The Easement shall allow the passage of the surface waters of the Grant Creek drainage.

**3. Prohibited Activities.** The Grantor is prohibited from engaging in any activity within the Easement Area, or use of the Easement Area, or allowing another to engage in or use the Easement Area, in any manner inconsistent with the purposes of this Easement or detrimental to the Grantee's use of the Easement.

**4. No Use by the Public.** This Easement is for the benefit of the public generally, but nothing in this Easement should be construed to allow public access or recreation rights on the Property.

**5. Easement and Agreements Run with the Land.** This Easement, and the covenants and agreements contained in this Easement, shall run with the land and inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_

[Grantor, Title]

Date

State of Montana     )  
                                  )  
County of Missoula    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_.

Printed Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_, 20\_\_

**ACCEPTED ON BEHALF OF THE CITY OF MISSOULA BY:**

\_\_\_\_\_

Andrea Davis, Mayor

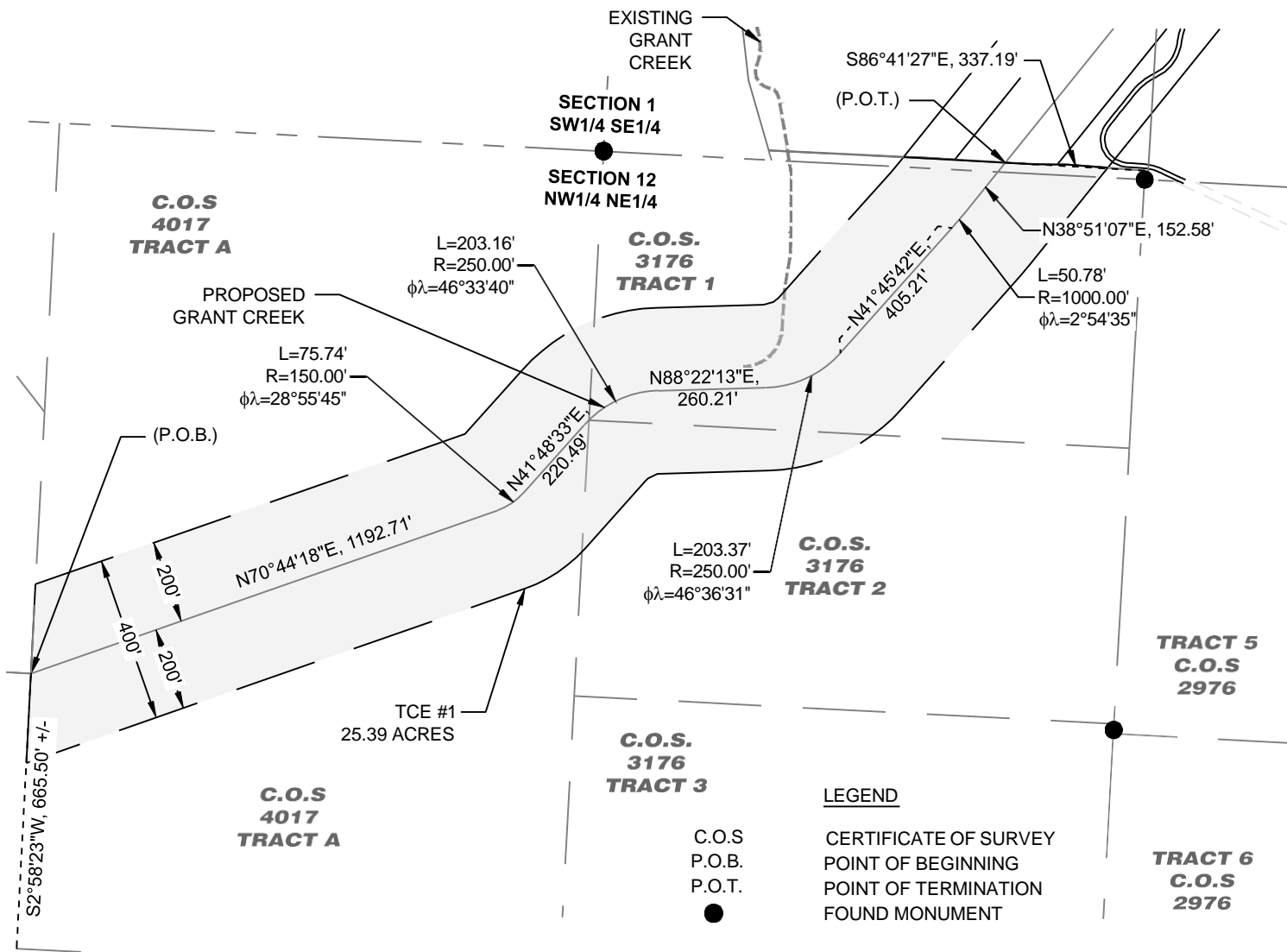
Attest:

\_\_\_\_\_

Claire Trimble, City Clerk

# EXHIBIT "A"

## DRAINAGE EASEMENT



**LEGAL DESCRIPTION:**

**LEGAL DESCRIPTION - DRAINAGE EASEMENT**

A DRAINAGE EASEMENT OVER AND ACROSS PORTIONS OF TRACT A CERTIFICATE OF SURVEY NO. 4017 AND TRACTS 1, AND 2 CERTIFICATE OF SURVEY NO. 3176, MISSOULA COUNTY, MONTANA RECORDS, BEING IN PORTIONS OF SECTIONS 1 AND 12, T. 13. N., R. 20 W., P.M.,M., BEING 400 FEET WIDE, 200 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT A, CERTIFICATE OF SURVEY 4017, FROM WHICH THE SOUTHWEST CORNER OF SAID TRACT A, BEARS S. 02°58'23"W. 665.50 FEET, MORE OR LESS; THENCE FROM SAID POINT OF BEGINNING N.70°44'18"E. 1192.71 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET, THENCE ALONG THE CURVE THROUGH A CENTRAL ANGLE OF 28°55'45" FOR AN ARC LENGTH OF 75.74 FEET.

THENCE, N.41°48'33"E. 220.49 TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; HAVING A RADIUS OF 250.00 FEET, THENCE ALONG THE CURVE THROUGH A CENTRAL ANGLE OF 46°33'40" FOR AN ARC LENGTH OF 203.16 FEET.

THENCE, N.88°22'13"E. 260.21 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT; HAVING A RADIUS OF 250.00 FEET, THENCE ALONG THE CURVE THROUGH A CENTRAL ANGLE OF 46°36'31" FOR AN ARC LENGTH OF 203.37 FEET.

THENCE, N.41°45'42"E. 405.21 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT; HAVING A RADIUS OF 1000.00 FEET, THENCE ALONG THE CURVE THROUGH A CENTRAL ANGLE OF 2°54'35" FOR AN ARC LENGTH OF 50.78 FEET.

THENCE, N.38°51'07"E. 152.58 FEET TO THE TERMINUS ON THE NORTH LINE OF SAID TRACT 1, ENCUMBERING 25.39 ACRES OF LAND MORE OR LESS.

THE SIDELINES OF DRAINAGE EASEMENT LENGTHEN OR SHORTEN TO INTERSECT THE NORTH LINE OF TRACT 1, CERTIFICATE OF SURVEY NO. 3176 AND THE WEST LINE OF THE TRACT A, CERTIFICATE OF SURVEY NO. 4017.

I HEREBY STATE THAT THIS DRAINAGE EASEMENT EXHIBIT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF \_\_\_\_\_, 20\_\_.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
DONALD M. ROEDEL, P.L.S. (MT) 10999LS

LOCATED IN THE SW 1/4 OF THE SE 1/4, SECTION 1,  
AND THE NW 1/4 OF THE NE 1/4, SECTION 12  
T. 13 N., R. 20 W., P.M.,  
MISSOULA COUNTY, MONTANA

BASIS OF BEARING: MONTANA STATE PLANE  
GRID NORTH BASED ON GNSS OBSERVATION



(PLOT SIZE = 8.5" x 14")



SCALE IN FEET

FEBRUARY 1, 2025



2/14/25 12:44 HUGH.F:\7065-01 GRANT CREEK & GEORGE ELMER - NORTH SURVEY.DWG\7065-01 GRANT CREEK DRAINAGE EAS EXH.DWG

**Missoula County Airport Authority  
Agenda Action Sheet**

Meeting Date: February 25, 2025

1. **TITLE:** Authorization to Process Reimbursable Agreements with the FAA

Review, discussion and possible approval of two reimbursable agreements with the FAA. **ACTION ITEM**

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

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** There are two projects on the airfield that require the assistance of the FAA for design and flight checks. The FAA's assistance is required because the work is associated with facilities that are managed by the FAA, not the Airport.

The first project is for the relocation of the VOR Checkpoint. The actual VOR is not moving, just the checkpoint for pilots. The checkpoint is a specific location on the airfield where general aviation pilots can calibrate instrumentation with the VOR before flight. The checkpoint has long existed on the eastern end of the air carrier ramp. This location is in conflict with the future aircraft parking positions for the terminal. Once the checkpoint has been relocated, the Flight Standards branch of the FAA will do a final calibration to verify the new checkpoint is properly located. The FAA has approved the proposed location but still needs to complete final calibration after relocation.

The second project is for the Runway Rehabilitation Project. Due to this project having the runway closed for construction, this has presented a convenience for the FAA to relocate the threshold bar for the instrument approach lighting system (MALSR) for Runway-12. Because of this work, a reimbursable agreement is needed to pay the FAA for design and construction, which will then be reimbursed through a future grant that will be associated with the construction of the runway project.

This request will pre-authorize the Airport Director to sign the reimbursable agreement for each project with the FAA. The agreements allow for the work associated with each project to be fully reimbursed through airport improvement grants funding the terminal and runway projects.

5. **BUDGET INFORMATION:**

VOR Relocation Costs = \$14,900.76

MALSR Threshold Relocation Costs = \$99,219.07

6. **SUPPLEMENTAL AGENDA INFORMATION:** N/A

7. **RECOMMENDED MOTION:** Move to pre-authorize the Airport Director to accept upcoming Reimbursable Agreements for fiscal year 2025 projects.

8. **PREPARED BY:** Will Parnell
9. **COMMITTEE REVIEW:** None.

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**MISSOULA COUNTY AIRPORT AUTHORITY  
MISSOULA MONTANA AIRPORT  
MISSOULA, MONTANA**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Missoula County Airport Authority** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA and **Missoula County Airport Authority**.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide funding for FAA services, including travel and expenses, required to perform design and construction services to assist in the rehabilitation of Runway (RWY) 12/30 at Missoula Montana Airport (MSO) in Missoula, MT. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**Missoula, MT (MSO) – RWY 12/30 Rehabilitation Project – Design and Construction Services**

B. The FAA will perform the following activities:

1. The FAA will perform planning activities. This may include, but is not limited to: technical consultation, engineering, design review, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), development of design packages, travel in support of the reimbursable agreement program management, and procurement of long lead items, if required.
2. Provide to the Sponsor any requirements and/or recommendations related to FAA facilities impacted by the Sponsor's project.
3. Provide FAA technicians to shut down and restore the RWY 12/30 FAA impacted facilities to support the Sponsor's Airport Improvement Project.
4. Conduct any equipment adjustments and ground checks for impacted FAA facilities after the completion of the Sponsor's Airport Improvement Project.
5. Provide inspection services as necessary for any impacted FAA infrastructures during airport construction activities.
6. Initiate, coordinate, and terminate all outages to FAA impacted facilities, including Notice to Airmen (NOTAMs).
7. Perform all systems checks and tests to confirm the FAA equipment is ready to be returned to service.
8. Provide the Sponsor with Airway Transportation System Specialist(s) for any unforeseen services that may be necessary as a result of the Airport Improvement Project. Services are subject to the availability of qualified FAA personnel needed at the time of the request.
9. Provide a design, in both AutoCAD and .pdf format, for the Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) threshold bar and station 2+05 to serve RWY 12.
10. If required, schedule and complete a flight inspection for any FAA facilities impacted by the Sponsor's project.

C. The Sponsor will perform the following activities:

1. Provide a full set of plans, including scaled electronic drawings, showing the proposed work.
2. Provide a full schedule for the work to be accomplished, including construction activities related to FAA facilities and equipment. Alert FAA for any design or schedule changes.
3. Incorporate requirements and recommendations made by the FAA into the design drawings and specifications impacting FAA-owned systems.

4. Provide survey information and/or documentation to verify the clearance of critical areas and obstruction surfaces relating to FAA facilities.
  5. Provide the FAA with access to the project site, including any airport-specific security briefs or driving requirements for the purposes of site surveys, construction inspection, and other activities.
  6. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.
  7. Correct any deficiencies to the work performed by the Sponsor on FAA equipment sites that are identified by the FAA during oversight or inspection of construction. All exceptions must be cleared or otherwise resolved before the agreement can be closed out. If the Sponsor does not fix exceptions, funding for the fixes will be paid by the reimbursable agreement funds.
  8. Contact the System Support Center (SSC) for scheduled shutdowns and restorations and ground inspection activities. Contact the Engineering Services (ES) point of contact for engineering, construction, and installation activities (See Article 4.A.1).
  9. Construct, according to FAA provided plans and specifications, a MALSR threshold bar and station 2+05 to serve RWY 12.
- D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is: \_\_\_\_\_ and the grant number is: \_\_\_\_\_ . If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

#### **ARTICLE 4. Points of Contact**

##### **A. FAA:**

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Richard Seidel** is the **Planning Specialist** and liaison with the Sponsor and can be reached at **(206) 231-2882** or via email at **richard.w.seidel@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The **FAA Western Service Area, Engineering Services, NAVAIDS Engineering Center DES** will perform the scope of work included in this Agreement. **Austin Mixsell** is the **Civil Engineer** and liaison with the Sponsor and can be reached at **(206) 231-2638** or via email at **austin.mixsell@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

**Missoula County Airport Authority**  
**Brian Ellestad**  
**5225 Highway 10 West**  
**Missoula, MT 59808**  
**Telephone: (406) 728-4381**  
**Email: bellestad@flymissoula.com**

**ARTICLE 5. Non-Interference with Operations**

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

**ARTICLE 6. Property Transfer – Reserved**



**ARTICLE 7. Estimated Costs**

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
<b>Labor</b>	
WB4020 – Engineering Support	\$4,496.10
WB4030 – Environmental & Occupational Safety & Health Compliance	\$2,773.30
WB4050 – Construction	\$22,522.10
WB4060 – Site Prep/Installation/Test & Checkout	\$2,974.90
WB4060 – Flight Inspection	\$4,142.90
WB4070 – JAI/Commissioning/Closeout	\$5,833.50
Labor Subtotal	\$42,742.80
Labor Overhead	\$8,497.27
<b>Total Labor</b>	<b>\$51,240.07</b>
<b>Non-Labor</b>	
WB4020, WB4030, WB4050, WB4060, WB4070 – Travel	\$14,425.00
WB4050 – Construction	\$18,000.00
WB4060 – Flight Inspection	\$11,000.00
WB4070 – JAI/Commissioning/Closeout	\$1,000.00
Non-Labor Subtotal	\$44,425.00
Non-Labor Overhead	\$3,554.00
<b>Total Non-Labor</b>	<b>\$47,979.00</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$99,219.07</b>

**ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

**ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor, except as described in

section D of this Article. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS is:

DOT/FAA/ESC  
P.O. Box 25770  
AMK-322 – MPB 328  
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex (overnight) is:

DOT/FAA/ESC  
AMK-322 – MPB328  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73125

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Missoula County Airport Authority  
Attn: William Parnell  
5225 Highway 10 West  
Missoula, MT 59808  
Telephone: (406) 728-4381  
Email: wparnell@flymissoula.com

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.

- E. The FAA will provide the Sponsor a quarterly Statement of Account of costs incurred against the advance payment.
- F. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Amendments**

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

#### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

## **ARTICLE 12. Order of Precedence**

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

## **ARTICLE 13. Legal Authority**

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

## **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

## **ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

## **ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

## **ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of

the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

#### **ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

#### **ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

#### **ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

#### **ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

**AGREED:**

**FEDERAL AVIATION  
ADMINISTRATION**

**MISSOULA COUNTY AIRPORT  
AUTHORITY**

SIGNATURE \_\_\_\_\_  
NAME Bradley K. Logan  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_  
NAME \_\_ Brian Ellestad  
TITLE \_\_ Airport Director  
DATE \_\_

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**MISSOULA COUNTY AIRPORT AUTHORITY  
MISSOULA, MT**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Missoula County Airport Authority** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA-Flight Program Operations and **Missoula County Airport Authority**.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a commissioning flight inspection of the VOR Checkpoint at Missoula Montana Airport (KMSO) Missoula, MT**. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**Missoula County Airport Authority, Missoula, MT**

- B. The FAA will **perform a commissioning flight inspection of the VOR Checkpoint at Missoula Montana Airport (KMSO) Missoula, MT.**
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
  2. Upon signature and payment of agreement, contact Richard Montgomery at 405-954-0792 or [Richard.Montgomery@faa.gov](mailto:Richard.Montgomery@faa.gov) once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant  **Yes**  **No**. If Yes, the grant date is: **TBD** and the grant number is: **TBD**. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

#### **ARTICLE 4. Points of Contact**

A. FAA:

1. The FAA, **Flight Program Operations, Program Support Group** will provide administrative oversight of this Agreement. **Shelley Ochs** is the **Agreement Coordinator** and liaison with the Sponsor and can be reached at 405-954-5757 or via email at [shelley.d.ochs@faa.gov](mailto:shelley.d.ochs@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, **Flight Program Operations, Flight Operations Group** will perform the scope of work included in this Agreement. **Richard Montgomery** is the **Lead Scheduler**, Flight Program Operations, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9780 or via email at [richard.montgomery@faa.gov](mailto:richard.montgomery@faa.gov). These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the **Contracting Officer, Michele Mustin** who can be reached at 405-954-7879 or via email at [michele.d.mustin@faa.gov](mailto:michele.d.mustin@faa.gov).



B. Sponsor:

**Sponsor: Missoula County Airport Authority**  
**ATTN: Nate Cole, Director of Maintenance**  
**Address: 5225 Highway 10 W.**  
**Missoula, MT 59808-9585**  
**Phone: 406-370-2206**  
**Email: ncole@flymissoula.com**

**ARTICLE 5. Non-Interference with Operations [RESERVED]**

**ARTICLE 6. Property Transfer [RESERVED]**

**ARTICLE 7. Estimated Costs**

A. The estimated FAA costs associated with this Agreement are as follows:

<b>DESCRIPTION OF REIMBURSABLE ITEM</b>	<b>ESTIMATED COST</b>
<b>LABOR</b>	
NA	<b>\$0</b>
<b>NON-LABOR</b>	
Flight Inspection	<b>\$13,797.00</b>
Non-Labor Overhead (8%)	<b>\$ <u>1,103.76</u></b>
Total Non-Labor	<b>\$14,900.76</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$14,900.76</b>

**Detailed Estimate:**

**Flight Inspection Estimated Cost**

<i>Challenger Rate \$4,599/hr</i>	<b>Type</b>	<b>Hours</b>	<b>Inspections</b>	<b>Estimated Cost</b>
<b>VOR Checkpoint at KMSO</b>	<b>Commission</b>	<b>3</b>	<b>1</b>	<b>\$13,797.00</b>
	<b>8% Administrative Overhead</b>			<b>\$ <u>1,103.76</u></b>
			<b>Total Estimated Cost</b>	<b>\$14,900.76</b>

B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 4040.28 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The **estimate** is based on rates in effect at the time this Agreement is signed.

- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to the FAA.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

#### **ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

#### **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The Sponsor will send an electronic copy of the executed Agreement to the Agreement Coordinator and submit the advance payment to the Reimbursable Receipts Team. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS:

DOT/FAA/ESC  
P.O. Box 25770  
AMK-322 – MPB 328  
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex/ UPS/USPS Priority (**overnight**):

DOT/FAA/ESC  
AMK-322 – MPB328  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

**Missoula County Airport Authority**  
**ATTN: William Parnell, Director of Finance**  
**5225 Highway 10 W.**  
**Missoula, MT 59808-9585**  
**406-532-8479**  
**wparnell@flymissoula.com**

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.

- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Amendments**

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

#### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

#### **ARTICLE 12. Order of Precedence [RESERVED]**

### **ARTICLE 13. Legal Authority**

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

### **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

### **ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

### **ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

### **ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

### **ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

### **ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

### **ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

### **ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

**AGREED:**

**FEDERAL AVIATION  
ADMINISTRATION**

**MISSOULA COUNTY AIRPORT  
AUTHORITY**

SIGNATURE \_\_\_\_\_  
NAME Michele Mustin  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME Brian Ellestad  
TITLE Airport Director  
DATE \_\_\_\_\_

DRAFT

# Missoula County Airport Authority

## Agenda Action Sheet

Meeting Date: February 25, 2025

1. **TITLE:** Rental Car Concessions RFP Award  
  
Review, discussion, and possible approval of bid award for on airport rental car concessionaires.  
**ACTION ITEM.**
2. **AGENDA CATEGORY:** (Please highlight)  
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS  
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** The current car rental concession agreements were entered into in September 2019 and will expire June 30<sup>th</sup>, 2025. A Request for Proposals was published on January 10<sup>th</sup>, 2025, with submissions required to be received by February 10, 2025. The airport received a total of 4 proposals, one of which was found to be unresponsive due to failing to meet the Minimum Annual Guarantee (MAG) requirements of the RFP. The successful respondents were Enterprise RAC Company of Montana/Wyoming, LLC (Enterprise, Alamo, National), Avis Budget Car Rental (Avis, Budget), LLC and Overland West Inc. (Hertz, Thrifty). The RFP was structured to allow each parent company to submit a bid for an airport suite (counter, office, QTA, parking) to be awarded in rank order based on \$/sf. Staff chose this structure to promote competition and ability for new entrants to enter the market. Respondents were also able to indicate their desire for a second suite (if available) to help ensure all suites were occupied. If approved, staff will work with the successful respondents to finalize contract details to be presented at the March Board Meeting.
5. **BUDGET INFORMATION:** FY 2026 Budget Adjustments per RFP  
CFC Increase from \$4.00/contract day to \$5.00/contract day  
Monthly parking increase from \$20/space to \$34/space  
Counter Rent increased from \$15.60/sf/year to a minimum of \$30/sf/year  
QTA use fee increased from \$1,500/month to \$1,600/month
6. **SUPPLEMENTAL AGENDA INFORMATION:** 2025 Rental Car Concessions RFP
7. **RECOMMENDED MOTION:** Move to approve the successful respondent bid awards for the Rental Car Concessions RFP as presented.
8. **PREPARED BY:** Tim Damrow, Deputy Director





# RFP Rental Car Concessions

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February 17, 2025

Enterprise RAC Company of Montana/Wyoming, LLC



# 01

## Cover Letter and Proposal Form



February 17, 2025

Re: Rental Car Concessions, Request For Proposals (RFP)

The undersigned, on behalf of Enterprise RAC Company of Montana/Wyoming, LLC d/b/a Enterprise Rent-A-Car, Alamo Rent A Car and National Car Rental (“Respondent”), is pleased to submit for your consideration our proposal for Rental Car Concessions at Missoula Montana Airport (“MSO”).

Respondent has over 32 years of direct experience operating a large rental car business, having been in operation since 1993. At airports, Respondent has 24 years’ operational experience, opening its first on-airport rental car concession at BIS in 1996 while operations at MSO began in 2009.

### **Employees and Fleet Size**

Respondent employs approximately 351 full-time and 201 part-time employees. We project that our average annual fleet size will initially be approximately 380 vehicles and will peak at over 620 vehicles in summer. On average, our rental vehicles are less than eight (8) months old.

Respondent currently operates at the following airport locations, provided with operation date:

<i>Bemidji Regional Airport</i>	<i>June 1997</i>
<i>Billings Logan International Airport</i>	<i>April 2003</i>
<i>Bismarck Airport</i>	<i>July 1996</i>
<i>Bozeman Yellowstone International Airport</i>	<i>June 2004</i>
<i>Casper-Natrona International Airport</i>	<i>June 2005</i>
<i>Glacier Park International Airport</i>	<i>September 2018</i>
<i>Grand Forks International Airport</i>	<i>August 2011</i>
<i>Great Falls International Airport</i>	<i>January 2013</i>
<i>Hector (Fargo) International Airport</i>	<i>August 2002</i>
<i>Minot International Airport</i>	<i>January 2013</i>
<i>Rapid City Regional Airport</i>	<i>May 2007</i>
<i>Sloulin Field International Airport, Williston, ND</i>	<i>April 2014</i>
<i>Western Nebraska Regional Airport, Scotts Bluff, NE</i>	<i>July 2005</i>

### **Rental Car Suite**

Respondent is potentially interested in up to one additional Rental Car Suite, if available space remains at the end of this current RFP process. Additionally, we would be interested in securing a second QTA bay in support of our operations, if there are any extra or unallocated QTA bays after initial award.

### **Additional Qualification Information**

Enterprise Holdings, Inc., the parent company of Respondent, is the largest car rental company in the world measured by revenue, employees and fleet. In 2023, Enterprise Holdings announced its new corporate brand identity, Enterprise Mobility, with the purpose to: "Advance the world, one journey at a time." Enterprise Mobility generated over \$38 billion in revenue in FY 2024; has more than 90,000 employees and a combined fleet of approximately 2.4 million vehicles.

Enterprise Mobility has been profitable every year since it was founded in 1957, has the lowest debt-to-equity ratio and is the only investment-grade company in the U.S. car rental industry. In total, the

annual revenues of Enterprise Mobility rank near the top of the travel industry, ahead of many airlines and most cruise lines, hotels, tour operators and online travel agencies. These combined revenues make Enterprise one of the largest private companies in the U.S.

Respondent is unique in our industry in that, during Covid, both at MSO and at other airports we paid our rents and concession fees in full and on-time which underscores both our financial strength and commitment to our partnerships even during the most challenging of circumstances.

Customer satisfaction is our number one priority in conducting business. For over 20 years, the Enterprise family of brands has consistently ranked high in customer satisfaction among airport rentals in the J.D. Power and Associates North American Rental Car Satisfaction Study<sup>SM</sup>, which surveys leisure and business travelers who rented vehicles at North American airports.

#### *Operations*

Respondent has operated at MSO for 16 years. Please note, our Alamo and National brands have an even longer history at MSO under our former franchisee. Respondent conducts its business in a first-class manner in accordance with good business practices and adhere to the highest standards of excellence and ethics in order to provide the highest level of service to all customers. The service we provide our mutual customers will exceed minimum standards as set by the Authority, and shall be prompt, courteous and efficient.

Respondent realizes the need to ensure that our operations at the Airport are adequately staffed so that customer service and staff morale are at the highest levels. Respondent remains committed to staffing levels sufficient to meet the needs of all arriving and departing passengers. We will ensure sufficient staff to make certain that busy periods are adequately managed in order to keep customer transaction times to a minimum. Our key management personnel are always available during business hours.

#### *Key Personnel*

Our operations are locally managed by Dylan Rodgers, Vice President/General Manager. Mr. Rodgers oversees Respondent's rental car branches and airport operations in Montana, Wyoming, and North and South Dakota, including those airports listed above. A proven leader within the highest ranks of the Company, Mr. Rodgers has over 24 years of experience with the Company.

Chris Willcox is Respondent's Controller, overseeing all revenue reporting and accounting functions, including airport operations. Mr. Willcox is a financially responsible professional with over 18 years of experience with the Company.

Respondent's Airport operation will be directly supervised by Charles Frontz, Group Rental Manager. Mr. Frontz is responsible for the overall leadership, vehicle distribution planning and sales efforts at MSO. With over 14 years of experience with the Company, Mr. Frontz has a proven record of leadership and customer service in our core business, and is well-experienced in our industry to handle the oversight of operations at the airports Respondent serves, including MSO.

Jeffrey Kohn, Area Rental Manager, oversees Respondent's operation at MSO and is responsible for the overall leadership with focus on increased market share, profit growth, customer service, and employee development. With 18 years of experience with the Company, Mr. Kohn has a proven record of leadership and customer service in our core business and is well-experienced in our industry to handle the oversight of operations at the MSO.

**References**

Respondent offers three (3) references regarding past experience:

**Bozeman Yellowstone International Airport**

Scott Humphrey, Deputy Airport Director  
850 Gallatin Field Road, Suite 6  
Belgrade, MT 59714  
Phone: 406-388-6632 ext. 117  
Email: [Scott.Humphrey@bozemanairport.com](mailto:Scott.Humphrey@bozemanairport.com)

*\*Respondent has a business relationship with this reference as an On Airport Rental Car Concessionaire*

**Billings Logan International Airport**

Marita Herold, Aviation & Transit Business Manager  
1901 Terminal Circle, Room 216  
Billings, MT 59105  
Phone: 406-237-6284  
Email: [HeroldM@billingsmt.gov](mailto:HeroldM@billingsmt.gov)

*"Respondent has a business relationship with this reference as an On Airport Rental Car Concessionaire*

**Glacier Park International Airport**

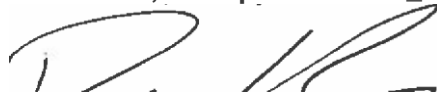
Rob Ratkowski, Airport Director  
4170 US Hwy 2, Kalispell, MT 59901  
Phone: 406-257-5994  
Email: [rob@glacierairport.com](mailto:rob@glacierairport.com)

*\*Respondent has a business relationship with this reference as an On Airport Rental Car Concessionaire*

Respondent wishes to acknowledge its commitment to execute the On-Airport Rental Car Concession and Lease Agreement, if selected, and further acknowledges receipt of all issued addenda to the RFP. Should you need any additional information or clarification of any aspect of this proposal, please do not hesitate to contact the undersigned at 406-522-2900 or [Dylan.E.Rodgers@em.com](mailto:Dylan.E.Rodgers@em.com).

We look forward to the opportunity to continue our service at the Missoula Montana Airport.

**Enterprise RAC Company of Montana/Wyoming, LLC**  
**d/b/a Alamo Rent A Car, Enterprise Rent-A-Car, National Car Rental**



By: Dylan E. Rodgers, Vice President / General Manager



# MCAA Request for Proposal

Response Form

## Missoula County Airport Authority, Missoula, Montana

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

### I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCAA to reach out to in regard to this RFP.

A. Contact Name	Abigail R. Brown
B. Contact Role in the Business	Helena Office Managing Shareholder
C. Contact Phone Number	406.410.5022
D. Contact Fax	
E. Contact E-Mail Address	abbybrown@parsonsbehle.com

### II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

A. Business Name	Parsons Behle & Latimer, Professional Law Corporation
B. Doing Business As	Parsons Behle & Latimer
C. Business Type	PLC
D. Business Mailing Address	

Address Line 1:	P.O. Box 104
Address Line 2:	201 E. Broadway Street
City:	Helena
State/Province:	Montana
ZIP Code:	59624
Country:	United States



E. Business Phone Number 406.410.5050

F. Business Fax 801.536.6111

G. Business E-Mail Address \_\_\_\_\_

H. Business Registration State Utah

I. Business Registration Date 03/18/1969

J. Business registered in the state of Montana? Yes

K. Business Owner/Stakeholder(s) 111 Equity Shareholders  
owns all (100%) limited liability interests of Respondent.

### III. Business History

Describe a brief history of the Business entity. Note any changes in the Business’s name and ownership structure and any other dbas under which the company has been doing business. Please indicate airport experience if any.

Parsons Behle & Latimer, a Professional Law Corporation, is one of the oldest and best-known firms in the Intermountain Region. Founded in 1882, our first clients were mining companies, one of the industries that helped fuel the growth of the West. Over time, our reputation and client base have grown with the dynamic Intermountain Region. Today, our firm offers a complete range of legal services to all types of industries. In addition to our firm’s unique expertise in the natural resources industry, we have forged relationships with multi-billion dollar corporations, high-tech industries of every type, financial organizations, public utility companies, renewable energy companies, start-ups, state, local and federal agencies, and individuals.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



#### IV. Business Financials

1. List three (3) credit references, including at least one banking reference.

Reference Name	Reference Address	Reference Phone Number
Robert (Bob) Wallace, CoreTech Leasing	20411 SW Birch St, Ste 300 Newport Beach, CA 92660	(949) 679-1876 (Direct)
Gabe Daley, Bluefin Office Group	780 N 1200 W Orem, UT 84057	(801) 431-0066
Katalin Henderson, Chase Bank	201 S Main St, Ste 300 Salt Lake City, UT 84111	(801) 715-9227

2. Please circle Yes or No to indicate whether the Business and any joint venture or affiliate entities have ever been involved in one of the following actions:

- A. File a petition in bankruptcy court. Yes / No
- B. Filed for protection from creditors in bankruptcy court. Yes / No
- C. Had involuntary proceedings filed in bankruptcy court. Yes / No
- D. Have an expectation of doing any of the three (3) actions above in the next six (6) months? Yes / No

3. If you have answered Yes to any of the above, please briefly describe below the circumstances and status of each occurrence.





4. Has Business defaulted on a loan or a contract or performance agreement for the delivery of services/product at an airport or other facility? Yes  No

Empty form area with horizontal lines for providing details.

- 5. For owners of a closely held corporation: Attach a personal financial statement current within three (3) months from date of submittal. **Respondent's financial statements are attached further below.**
- 6. Attach a list of any judgments against Business or any litigation pending against the Business and describe circumstances. Also list any judgments against Business which have been satisfied within the last five (5) years and explain. **None.**
- 7. Attach a list of any outstanding tax liens against the Business with an explain of each. **None.**
- 8. Business shall supply information as to whether any of its officers and/or principals have been convicted of a felony or whether the Business is currently involved in legal proceedings regarding its performance or delivery of its services to a vendor/service provider, property owner, airport owner or its agent or other party. If it is, it shall supply a brief narrative describing the situation. **None.**

### V. Conditions of Proposal Submission

Submission of Proposal constitutes a firm offer to the Authority and may be accepted by the Authority at any time prior to 120 days after the submission deadline.

### VI. Acknowledgment of the Proposal Required

This Proposal is being submitted in response to a specific Request For Proposal/Qualification supplied to the Business buy an authorized representative of the Missoula County Airport Authority.



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

Defined terms below shall have the meanings given them in the Request for Proposal.

The undersigned having:

- 1. Carefully examined the RFP document.
2. Become familiar with all terms and conditions specified in the RFP document.
3. Completed answers to all forms and responded fully to the RFP document requests for information.

represents and warrants to the Authority as follows:

- 1. The undersigned person(s) are authorized representatives of the Business.
2. All information submitted by the Business in the proposal package is complete, accurate, and truthful.

(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)

Signatures

Signatory 1

Signature

[Handwritten signature of Dylan Rodgers]

Signatory Title

Vice President/General Mi'

Printed Name

Dylan Rodgers

Date

2/17/25

Signatory 2

Signature

\_\_\_\_\_

Signatory Title

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signatory 3

Signature

\_\_\_\_\_

Signatory Title

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

\_\_\_\_\_

Attested By

Secretary

Signature

[Handwritten signature of Michael Andrew]

Signatory Title

Secretary

Printed Name

Michael Andrew

Date

2/17/25

The following pages include:

- Respondent's Balance Sheets and Statements of Income for the most recently completed fiscal year, as well as for each fiscal quarter thereafter.

As a privately held company, we ask that the MCAA keep these **\*CONFIDENTIAL\*** financial statements confidential and not reproduce or distribute in any manner.

**Balance Sheet**

	<b><u>July 31, 2024</u></b>
<b>Assets</b>	
Receivables, net	\$ 14,446,102
Property and equipment, net	7,447,980
Prepaid expenses and other assets	<u>8,587,264</u>
	<u>\$ 30,481,346</u>
<b>Liabilities and member's equity</b>	
Accounts payable and accrued expenses	<u>\$ 9,057,941</u>
Total liabilities	<u>9,057,941</u>
Member's equity:	
Member's equity	<u>21,423,405</u>
Total member's equity	<u>21,423,405</u>
	<u>\$ 30,481,346</u>

**Statement of Comprehensive Income**

Unaudited

	<b>Year Ended July 31, 2024</b>
Revenue	\$ 170,172,228
Expenses:	
Direct operating	74,452,209
Vehicle expense	27,162,166
Selling, general and administrative	25,663,899
Interest	<u>4,195,535</u>
	<u>131,473,809</u>
Earnings before income tax	38,698,419
Income tax	<u>6,668,000</u>
Net income / Comprehensive income	<u>\$ 32,030,419</u>

**Balance Sheet**

	<b><u>October 31, 2024</u></b>
<b>Assets</b>	
Cash and cash equivalents	\$ 2,751
Receivables, net	20,010,511
Property and equipment, net	7,420,049
Prepaid expenses and other assets	10,655,696
	<u>38,089,007</u>
	<u>\$ 38,089,007</u>
<b>Liabilities and member's equity</b>	
Accounts payable and accrued expenses	\$ 8,904,343
Total liabilities	<u>8,904,343</u>
Member's equity:	
Member's equity	<u>29,184,664</u>
Total member's equity	<u>29,184,664</u>
	<u>\$ 38,089,007</u>

**Statement of Comprehensive Income**

	<b>Three Months Ended October 31, 2024</b>
Revenue	\$ 57,325,198
Expenses:	
Direct operating	23,351,429
Vehicle expense	10,492,756
Selling, general and administrative	7,237,002
Interest	1,227,830
	<u>42,309,017</u>
Earnings before income tax	15,016,181
Income tax	<u>3,785,000</u>
Net income / Comprehensive income	<u>\$ 11,231,181</u>

**Balance Sheet**

	<b><u>January 31, 2025</u></b>
<b>Assets</b>	
Receivables, net	\$ 9,096,555
Property and equipment, net	7,363,073
Prepaid expenses and other assets	<u>11,068,708</u>
	<u>\$ 27,528,336</u>
<b>Liabilities and member's equity</b>	
Accounts payable and accrued expenses	\$ 6,976,209
Total liabilities	<u>6,976,209</u>
Member's equity:	
Member's equity	<u>20,552,127</u>
Total member's equity	<u>20,552,127</u>
	<u>\$ 27,528,336</u>



**Statement of Comprehensive Income**

---

	<b>Six Months Ended January 31, 2025</b>
Revenue	\$ 89,120,245
Expenses:	
Direct operating	39,054,461
Vehicle expense	17,796,784
Selling, general and administrative	12,360,928
Interest	2,181,168
	<hr/> 71,393,341
Earnings before income tax	17,726,904
Income tax	4,503,000
	<hr/> 13,223,904
Net income / Comprehensive income	\$ 13,223,904

# 02

## Bid Proposal Form





**REQUEST FOR PROPOSALS  
CAR RENTAL CONCESSION  
ATTACHMENT B  
MINIMUM RENTAL CAR SUITE RENT PROPOSAL**

YEARS 1-5 RENT- July 1, 2025 to June 30, 2031:

\$     **\$65.63**    sq/ft year

Proposer hereby agrees to pay the above minimum Rental Car Suite rent to MCAA in accordance with and for the term of the Rental Car Concession Agreement.

MCAA shall allocate the counter/office, ready return parking spaces and QTA to the successful Proposers in rank order with the Proposer offering the highest total dollar value for the term of the agreement having first choice.

Accompanying the proposal shall be a bid bond or certified or cashier's check on a solvent bank, made payable to the Missoula County Airport Authority in the amount of \$5,000.00 as liquidated damages in the event the undersigned is a successful proposer who fails to comply with the requirements as set forth in the RFP documents.

Proposer is bound by this offer for a period of sixty (60) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that MCAA reserves the right to reject any and all proposals.

Proposer: **Enterprise RAC Company of Montana/  
Wyoming, LLC**

Printed Name:     **Dylan Rodgers**    

Title:     **Vice President/General Manager**

# 03

## ACDBE Form



**REQUEST FOR PROPOSALS  
RENTAL CAR CONCESSION  
ATTACHMENT C**

**COMMITMENT ACKNOWLEDGEMENT FOR ACDBE PARTICIPATION**

Proposers must make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals, as defined in 49 CFR Part 23, as amended, participate in at least **0.02%** of the activity, service or facility provided by a concessionaire during the entire term of its agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility. If a proposer is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the proposer shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors.

Proposer is an MDOT Certified ACDBE: \_\_\_\_\_ YES        X   NO

Please provide the following:

1. Names and address of MDOT certified ACDBE firms and suppliers that will participate in the concession;
2. A description of the work, goods, or services which will be supplied by the ACDBE;
3. An estimate of the dollar amount of the participation of each MDOT certified ACDBE firm participating.

In order to be considered, the ACDBE must be certified in the State of Montana. A current list of certified firms can be found at: [DBE/SBE Directory](#)

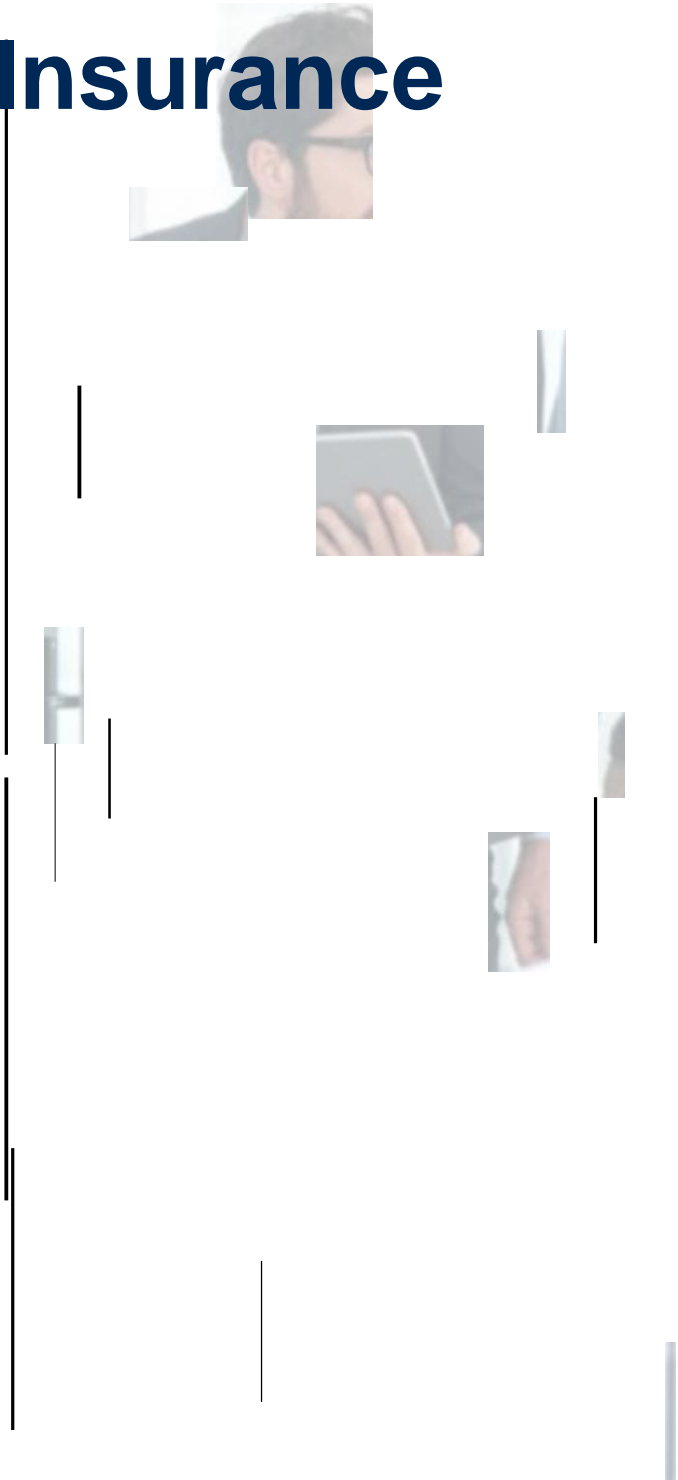
**\*While we have confirmed above that we will at least meet the goal of 0.02%, we expect to achieve a much higher participation rate of 0.66%.**



NAME AND ADDRESS OF MDOT CERTIFIED ACDBE FIRM	Type of DBE	DESCRIPTION OF WORK, GOODS, OR SERVICES TO BE PROVIDED	DOLLAR AMOUNT OF ANNUAL PARTICIPATION
Longhouse Inventory Solutions LLC	ACDBE	Car cleaning products, janitorial supplies and car seats	\$5,442

# 04

## Insurance





Chris Evans, CPCU, ARM  
AVP, Managing Director  
Travelers National Accounts  
112 Washington Place, Suite 800  
Pittsburgh, PA 15219  
(412) 232-1352  
[Cevans4@travelers.com](mailto:Cevans4@travelers.com)

February 3, 2025

Missoula County Airport Authority  
5225 Broadway St. West  
Missoula, MT 59808

Re: Enterprise Holdings, Inc. ("Insured")

To Whom It May Concern:

As of the date referenced above, based on my review of our records:

- The Travelers Indemnity Company ("Travelers") has not cancelled the Insured's General Liability or Automobile Liability policies during the last 10 years.
- Travelers currently provides General Liability Insurance for the Insured with a single limit of \$5,000,000 for bodily injury and property damage per occurrence.
- Travelers currently provides Automobile Liability Insurance for the Insured with a combined single limit amount of not less than \$1,000,000 for bodily injury and property damage per occurrence.

Sincerely,

A handwritten signature in black ink that reads "Christine L. Evans".

Christine L. Evans, CPCU, ARM  
Managing Director



## Graetz, Michael A

---

**From:** Kim Manning <kim.manning@zurichna.com>  
**Sent:** Thursday, January 30, 2025 10:06 AM  
**To:** Graetz, Michael A  
**Subject:** Enterprise - Missoula County Airport

February 4, 2025

Missoula County Airport Authority  
Missoula Country Airport Authority Administration Office  
5225 Broadway Street West  
Missoula, MT 59808

RE: Enterprise Holdings Inc ("Insured")

To Whom it May Concern:

As of the date referenced above, based on my review of our records:


- American Guarantee and Liability Insurance Company ("Zurich") has not cancelled the insured's Umbrella Liability policy during the past 10 years.
- Zurich currently provides Umbrella Liability insurance for the insured with a limit of \$25,000,000

Sincerely,

  
Kim Manning



**Kim Manning**  
Market Facing  
Underwriter,  
AVP  
Excess  
Casualty

 Zurich North America  
 TN Virtual Offc  
 300 S Riverside, Suite 2100 Chicago IL 60106  
Office 3124969441  
Mobile. 8479719085  
 [kim.manning@zurichna.com](mailto:kim.manning@zurichna.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, LLC. 800 Market Street, Suite 1800 St. Louis, MO 63101	<b>CONTACT NAME:</b> Marsh   U.S. Operations <b>PHONE (A/C, No., Ext):</b> 866-966-4664 (A/C, No): 212-948-0811 <b>E-MAIL ADDRESS:</b> StLouis.CertRequest@Marsh.Com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td><b>INSURER B:</b> American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> The Travelers Indemnity Company of Connecticut	25682	<b>INSURER B:</b> American Guarantee and Liability Insurance Company	26247	<b>INSURER C:</b> Travelers Property Casualty Company of America	25674	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER D:</b>														
<b>INSURER E:</b>														
<b>INSURER F:</b>														
CN101321765-\$5M-GAWU-24-25      N/A      EHI														
<b>INSURED</b> Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105														

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-007881288-19      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Fire Damage (Any One Fire) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY   <input type="checkbox"/> PRO   <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HC2E-GLSA-474M7351-TCT-24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY   <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY   <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SIR 2,000,000			HEEAP-474M7302-TCT-24	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>   <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB   <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			ZAU3781903-24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8P765351-24-NC-R (WI) HWXJUB-474M7074-TIL-24 (OH) UB-8P137346-24-NC-T (AOS) *SEE ATTACHED*	09/01/2024 09/01/2024 09/01/2024	09/01/2025 09/01/2025 09/01/2025	<input checked="" type="checkbox"/> PER STATUTE   <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

**CERTIFICATE HOLDER**      **CANCELLATION**

Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA LLC</i>
--	---



**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA, LLC		NAMED INSURED Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Workers' Compensation Continued:

Carrier: The Standard Fire Ins. Co.  
Policy #: UB-3S878596-24-NC-F (Excess MN)  
Effective Date: 09/01/2024 Expiration  
Date: 09/01/2025

Workers Compensation coverage for employees in Puerto Rico and in the States of North Dakota, Washington and Wyoming is provided through the Monopolistic State programs. Workers Compensation coverage for employees in Ohio is self-insured. Workers Compensation policy# UB-8P137346-24-NCT provides Employers Liability for all States with the exception of Wisconsin. Policy# UB-8P765351-24-NCR provides Employers Liability for Wisconsin.

Umbrella Retained Limits U.S. Automobile Liability \$20,000,000 Combined Single Limit

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Bottom left section containing several empty rectangular boxes.

AUTHORIZED REPRESENTATIVE

*Handwritten signature*

© 2003-2015 ACORD CORPO



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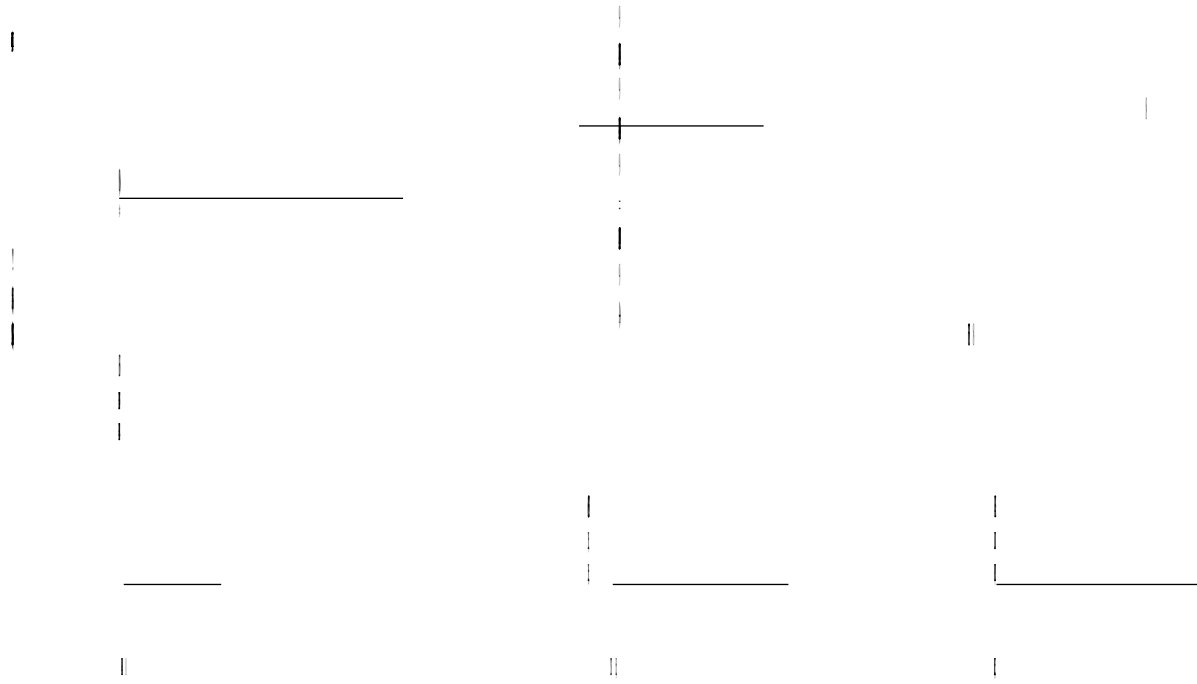
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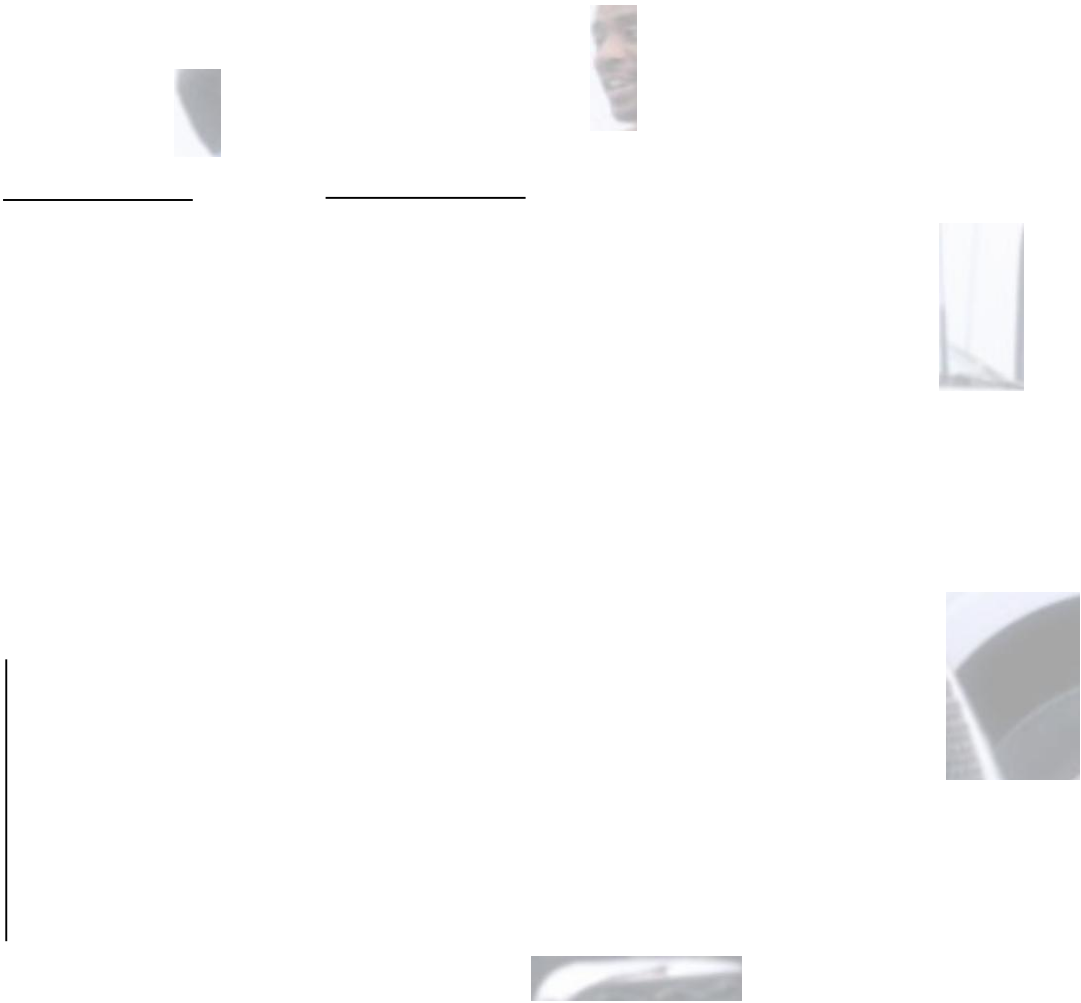
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# 05 Bond



# Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 36353-Trav-25-01A

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Enterprise RAC Company of Montana/Wyoming, LLC

320 Pronghorn Trail  
Bozeman, MT 59718-6019

### OWNER:

(Name, legal status and address)

Missoula County Airport Authority  
5225 Broadway St West  
Missoula, MT 59808

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183-6014

State of Inc: Connecticut

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Thousand and 00/100 Dollars (\$5,000.00)

### PROJECT:

(Name, location or address, and Project number, if any)

RFP - Rental Car Concessions at Missoula Montana Airport

Bid Date: February 17, 2025

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Sign is 3rd day of January 2025

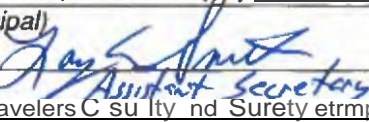
  
(Witness)

8, c-lf StuckJJ.

{Witness} Brittany O. Stuckel

Enterprise RAC Company of Montana/Wyoming, LLC

(Principal) \_\_\_\_\_ (Seal)

(Title)   
Travelers Casualty and Surety Company of America

(Surety) ; Ji, idt, L. 1-f:..... (Seal)

(Title) Sandra L. Ham, Attorney-in-Fact

MT License No. 689724



State of Missouri )  
County of St. Louis City ss:

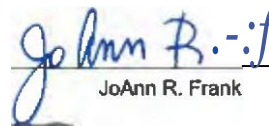
On January 23, 2025, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Sandra L. Ham

known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 20, 2026

  
JoAnn R. Frank

Notary Public



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sandra L. Ham of St. Louis, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

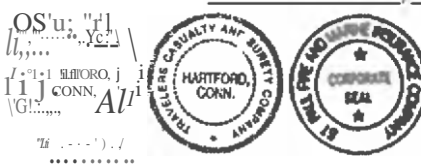
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation or authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of January, 2025



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK\$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,104,395,801	LOSSES	\$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,608	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,499
SECURITIES LENDING REINVESTED COLIATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	<b>818,309</b>	AMOUNTS WITHHELD OR RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		<b>TOTAL LIABILITIES</b>	<b>\$ 3,429,701,342</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,950,956
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,318,234,716</b>
<b>TOTAL ASSETS</b>	<b>\$ 5,747,936,058</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 5,747,936,058</b>

STATE OF CONNECTICUT

COUNTY OF HARTFORD )SS.

CITY OF HARTFORD

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15TH DAY OF MARCH, 2024

SUSAN M WEISSLEDER  
 Notary Public  
 My Comm. expires 11/30/2027



**GENERAL OFFICE**  
**Ogden, Utah**

2805 Washington Blvd. (Zip 84401)  
P.O. Box 590  
Ogden, UT 84402

PHONE (801) 621-5735  
FAX (801) 334-2220  
www.overlandwest.com

Rental Car Concessions Request For Proposals

Missoula Montana Airport

Overland West Inc. d.b.a. Hertz Rent A Car and Thrifty Car Rental

February 17, 2025

Overland West, Inc. is interested in obtaining a 2<sup>nd</sup> Car Rental Suite

**Acknowledgement of Addendum(s):**

Addendum One January 17, 2025

Addendum Two January 22, 2025

Addendum Three February 4, 2025

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

# CASHIER'S CHECK

0270903138

b002709      11-24  
Office AU #      1210(8)

Remitter:      **TREVOR STEENBLIK**  
Operator I.D.:      **k127469**

February 3, 2025

PAY TO THE ORDER OF      **\*\*\*MISSOULA COUNTY AIRPORT AUTHORITY\*\*\***

**\*\*Five Thousand and 00/100 -US Dollars\*\***

**\*\*\$5,000.00\*\***

VOID IF OVER US \$ 5,000.00

Payee Address:      **OVERLAND WEST BID**  
Memo:

*Munira Khan*  
CONTROLLER

WELLS FARGO BANK, N.A.  
2389 WASHINGTON BLVD  
OGDEN, UT 84401  
FOR AUTOMATED CHECK VERIFICATION  
CALL: (480) 394-3122

Security Features Included. Details on Back.

⑈0270903138⑈ ⑆121000248⑆4861 512903⑈



Robert White  
Director, Franchise Operations  
(239) 301-7894  
[rwhite@hertz.com](mailto:rwhite@hertz.com)

February 10, 2025

Missoula Airport Authority

Please accept this letter as confirmation that Overland West, Inc is a Franchisee of the Hertz Corporation and in good standing. There is a valid and current Franchise Agreement between Overland West, Inc. and the Hertz Corporation for territory rights in Missoula, Montana for the Hertz and Thrifty brands.

Sincerely,

*Robert White*

The Hertz Corporation  
8501 Williams Road  
Estero, FL 33928

February 12, 2025

**RE: Missoula Montana Airport**

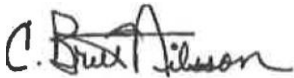
To Whom it May Concern:

This letter is to confirm that Overland West, Inc has had continuous insurance for their rental program in place without any cancellations within the last 10 (ten) years.

Furthermore, Overland West, Inc has been an insured with our agency, The Buckner Company, since 2006 and has always had continuous insurance without any cancellations or lapse in coverage.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



C. Brett Nilsson,

CIC Ph: 801-698-

7722

Em: [brett@buckner.com](mailto:brett@buckner.com)

UTAH. IDAHO. COLORADO.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Buckner Company 2225 Washington Blvd, Suite #210 Ogden UT 84401	PHONE: 801-365-0841 FAX: 801-365-0841 E-MAIL: ACockrum@lbuckner.com INSURER(S) AFFORDING COVERAGE: <b>INSURER A: Emoire Fire and Marine Insurance Company</b> <b>INSURER B: WCF Select Insurance Company</b> NAIC#: 21326
--	--

**COVERAGES** **CERTIFICATE NUMBER: 2022850886** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	A O B	SUBP	POLICY NUMBER	POLICY EFF IMM/DOIVVYI	E x p i r e / Y Y I	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN. AGGREGATE LMT APPLIES PER POLICY {18} LOC OTHER:	y		RSG050772306	3/1/2024	3/1/2025	EACH OCCURRENCE \$10,000,000 MED EXP (Anv one person) \$5,000 PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	y		RSF053427806	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$25,000 BODILY INJURY (Per accident) \$50,000 PROPERTY DAMAGE \$20,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB RETENTION \$			RSX053427906	3/1/2024	3/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	YIN	N/A	2537027	4/1/2024	4/1/2025	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE, \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*Excess Liability is the Difference Between statutory Limits and \$10,000,000 Combined Single Limit\*  
 Certificate Holder is named Additional Insured with respects to the General Liability per form CG2011 (4-13).  
 Certificate Holder is named Additional Insured with respects to the Automobile Liability per form EM01 38 (3-10).

**CERTIFICATE HOLDER**

**CANCELLATION**

Missoula Montana Airport 5225 W Broadway St Missoula MT 59808	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <b>C.</b>
---	--

# MCAA Request for Proposal

Response Form

**Missoula County Airport Authority, Missoula, Montana**

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

## I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCAA to reach out to in regard to this RFP.

A. Contact Name **Steve Jones**

B. Contact Role in the Business **Vice President Rental Operations**

C. Contact Phone Number **801-337-5241**

D. Contact Fax **N/A**

E. Contact E-Mail Address **sjones@overlandwest.com**

## II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

A. Business Name **Overland West, Inc.**

B. Doing Business As **Hertz and Thrifty**

C. Business Type **Car Rental**

D. Business Mailing Address

Address Line 1:	<b>2805 Washington Blvd.</b>
Address Line 2:	<b>P.O. Box 590</b>
City:	<b>Ogden</b>
State/Province:	<b>Utah</b>
ZIP Code:	<b>84401</b>
Country:	<b>United States of America</b>

E. Business Phone Number **801-621-5735**

F. Business Fax **NIA**

G. Business E-Mail Address **sjones@overlandwest.com**

H. Business Registration State **Utah**

I. Business Registration Date **1976**

J. Business registered in the state of Montana? **Yes**

K. Business Owner/Stakeholder(s) **Jerry H. Petersen, Erik J. Petersen, Morgan Keyes**

**III. Business History**

Describe a brief history of the Business entity. Note any changes in the Business's name and ownership structure and any other dbas under which the company has been doing business. Please indicate airport experience if any.

<p><b><u>Please see attached documents</u></b></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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**Overland West, Inc. - Historical & Current Hertz Operations**

- 1st Generation, Wilford Gwilliam-		- 2nd Generation -		- 3rd Generation -	
Location	Opened	Transferred to	Date	Transferred to	Date
Ogden, UT	1941	D. J. Sparrow	MAY 1964	Jerry H. Petersen	JAN 1976
Jackson, WY	1947	D. J. Sparrow	MAY 1964	Jerry H. Petersen	JAN 1976
Idaho Falls, ID	1947	D. J. Sparrow	MAY 1964	Jerry H. Petersen	JAN 1976
Bozeman, MT	1948	D. J. Sparrow	MAY 1964	Jerry H. Petersen	JAN 1976

**- 3rd Generation Acquisitions Currently being Operated -**

Location	Source	Purchaser	Date
Casper, WY	From other Licensee	Jerry H. Petersen	SEP 1971
Gillette, WY	Corporation	Jerry H. Petersen	SEP 1979
Billings, MT	From other Licensee	Jerry H. Petersen	JUL 1981
Boise, ID	From other Licensee	Jerry H. Petersen	1983
Sun Valley, ID	From other Licensee	Jerry H. Petersen	1983
Great Falls, MT	From other Licensee	Jerry H. Petersen	1985
Rapid City, SD	From other Licensee	Jerry H. Petersen	FEB 1991
Bismarck, ND	From other Licensee	Jerry H. Petersen	1991
Helena, MT	Corporation	Jerry H. Petersen	1991
Spokane, WA	From other Licensee	Jerry H. Petersen	JUL 1992
Lewiston, ID	From other Licensee	Jerry H. Petersen	JUL 1992
Pullman, WA	From other Licensee	Jerry H. Petersen	JUL 1992
Cody, WY	From other Licensee	Jerry H. Petersen	JAN 1994
Sioux Falls, ID	From other Licensee	Jerry H. Petersen	1998
Coeur d'Alene, ID	Corporation	Jerry H. Petersen	2005
Driggs, ID	Corporation	Jerry H. Petersen	FEB 2010
Sandpoint, ID	Corporation	Jerry H. Petersen	2010
Fargo, ND	From other Licensee	Jerry H. Petersen	2016
Williston, ND	From other Licensee	Jerry H. Petersen	2016
Grand Forks, ND	From other Licensee	Jerry H. Petersen	2016
Dickinson, ND	From other Licensee	Jerry H. Petersen	2016
Duluth, MN	From other Licensee	Jerry H. Petersen	2016
Minot, ND	From other Licensee	Jerry H. Petersen	JUL 2017
WA	From other Licensee	Jerry H. Petersen	2022
Pasco, WA	From other Licensee	Jerry H. Petersen	FEB 2024
Redmond, OR	From other Licensee	Jerry H. Petersen	FEB 2024
Medford, OR	From other Licensee	Jerry H. Petersen	FEB 2024
Missoula, MT	From other Licensee	Jerry H. Petersen	2024

**Historical Information - Locations No Longer Being Operated by Overland West**

**Hertz Locations Started By 1st Generation Which Were Eventually Sold or Closed**

Las Vegas, NV	Started Hertz in this location.	Transferred to Hertz Corp
Flagstaff, AZ.	Started Hertz in this location.	Transferred to Hertz Corp
Grand Canyon, AZ.	Started Hertz in this location.	Transferred to Hertz Corp
Winslow, AZ.	Started Hertz in this location.	Closed
Pocatello, ID	Started Hertz in this location.	Closed
Victor, ID	Started Hertz in this location.	Closed
West Yellowstone, MT	Started Hertz in this location.	Closed

**Hertz Locations Acquired by Jerry Petersen Which Were Eventually Sold or Closed**

Sante Fe, NM	Acquired from Licensee	Transferred to Hertz Corp
Rock Springs, WY	Acquired from Licensee	Closed
Duluth, MN	Acquired from Licensee	Closed



**DVERLAN WEST INC**  
HERTZ SYSTEM MEMBER

**GENERAL OFFICE**  
**Ogden, Utah**

2805 Washington Blvd (Zip 84401)  
P.O. Box 590  
Ogden, UT 84402

PHONE (801) 621-5735  
FAX (801) 334-2220  
www.overlandwest.com

## **Overland West, Inc. Management and Operation of an On-Airport Car Rental Company**

Overland West, Inc. is a seasoned car rental provider to 26 airport locations in the United States and growing. Overland West, Inc. is a Utah based company operating as Hertz, Dollar, and Thrifty Car Rental. The company was incorporated in 1976.

Overland West, Inc. employs a total 450 employees. We operate in seven (7) states: Idaho, Montana, North Dakota, South Dakota, Washington State, Wyoming, and Utah.

Our fleet size ranges from 7,500 vehicles to 10,000 plus vehicles.

We strive to offer exemplary service to both our in-airport terminal and FBO Customer.

It has long been our policy to provide our customer with high end vehicles that are late model and fully loaded with manufacturer features, such as heated seats, heated steering wheels, and deluxe interiors. We offer a wide selection of extra capacity specialty vehicles including Escalades, Suburbans, Wagoneers, and luxury sedans. We have an abundant supply of mid-size SUVs, large SUVs, all wheel drive vehicles, and front wheel drive vehicles. The average age of our fleet is 1 and ½ years.

Customer service is the focus of our business, and the airport customer can expect to receive top-notch service from us. We offer the airport customer assistance with all their travel needs providing maps, directions, information regarding dining or recreational activities in the Missoula area, and a vehicle that is clean and mechanically sound. Our airport customer can expect a vehicle to be in place upon their arrival. Customers landing at the Missoula Montana Airport can expect to be greeted by a uniformed Hertz employee prepared to meet their travel needs.

We employ a staff of professional employees who are well versed in the needs of the customer traveling to Missoula, Montana. Our staff understands the needs of the customer traveling to Montana. We enjoy longevity in our company, with our manager Chris Fitzgerald nearing his 9<sup>th</sup> year with Overland West, Inc. Our service is measurable, as we utilize Net Promotor Scoring to ensure that our customer's needs are met.

While Missoula is a new market for Overland West, Inc. we are not new to Montana. Overland West, Inc. has operated in Billings, Bozeman, Great Falls, and Helena for over 30 years. We understand the needs of customers traveling to Montana and provide the service and equipment customer's need to make their experience in Montana delightful.

Our hours of operation follow those of the airport. It is our intent to staff the airport at all times during peak periods and to staff in accordance with the airport's flight schedule provided by the airlines. Understanding inclement weather, and other acts of nature that may interfere with the published flight schedule, we are committed to being available to serve our customers in the event flights are delayed.

We are a franchise of the Hertz Corporation and as such we utilize a worldwide reservation center that is linked to all major travel companies and many private companies.

We accept all major credit cards. We are enrolled in numerous voucher and pre-paid rental programs. We are listed on all major third-party websites and take reservations over the phone for a personal touch.

We are an excellent choice to provide service to the Missoula Montana Airport, as we are well versed in the travel needs of our valued customer.



#### IV. Business Financials

1. List three (3) credit references, including at least one banking reference.

Reference Name	Reference Address	Reference Phone Number
Troy Akagi	Wells Fargo Bank	(801) 246-1658
Rick Bailey	Young Automotive 645 N. Main Layton, Utah 84401	(801) 710-4401
David Purinton	PurCo Fleet Service 136 South Main Spanish Fork, Utah 84660	(801) 798-2400

2. Please circle Yes or No to indicate whether the Business and any joint venture or affiliate entities have ever been involved in one of the following actions:

- A. File a petition in bankruptcy court. Yes  No  <sup>1</sup>
- B. Filed for protection from creditors in bankruptcy court. Yes;€,)
- C. Had involuntary proceedings filed in bankruptcy court. Yes  No
- D. Have an expectation of doing any of the three (3) actions above in the next six (6) months? Yes  <sup>®</sup>

3. If you have answered Yes to any of the above, please briefly describe below the circumstances and status of each occurrence.

4. Has Business defaulted on a loan or a contract or performance agreement for the delivery of services/product at an airport or other facility? Yes/ No

<b>NO</b>	

5. For owners of a closely held corporation: Attach a personal financial statement current within three (3) months from date of submittal.
6. Attach a list of any judgments against Business or any litigation pending against the Business and describe circumstances. Also list any judgments against Business which have been satisfied within the last five (5) years and explain.
7. Attach a list of any outstanding tax liens against the Business with an explain of each.
8. Business shall supply information as to whether any of its officers and/or principals have been convicted of a felony or whether the Business is currently involved in legal proceedings regarding its performance or delivery of its services to a vendor/service provider, property owner, airport owner or its agent or other party. If it is, it shall supply a brief narrative describing the situation.

### V. Conditions of Proposal Submission

Submission of Proposal constitutes a firm offer to the Authority and may be accepted by the Authority at any time prior to 120 days after the submission deadline.

### VI. Acknowledgment of the Proposal Required

This Proposal is being submitted in response to a specific Request For Proposal/Qualification supplied to the Business by an authorized representative of the Missoula County Airport Authority.



**GENERAL OFFICE**  
**Ogden, Utah**

---

2805 Washington Blvd. (Zip 84401)  
P.O. Box 590  
Ogden, UT 84402

PHONE (801) 621-5735  
FAX (801) 334-2220  
www.overlandwest.com

- Overland West, Inc. would be interested in obtaining additional space should the Missoula Montana Airport find there is extra space available for car rental. Thank you.
- No officers or principles employed by Overland West, Inc. have been convicted of a felony. No officers or principles employed by Overland West, Inc. are currently involved in any legal proceedings regarding the company's performance or delivery of its services to a vendor or service provider, property owner, airport owner or its agent or other party.

Defined terms below shall have the meanings given them in the Request for Proposal.

The undersigned having:

1. Carefully examined the RFP document.
2. Become familiar with all terms and conditions specified in the RFP document.
3. Completed answers to all forms and responded fully to the RFP document requests for information.

represents and warrants to the Authority as follows:

1. The undersigned person(s) are authorized representatives of the Business.
2. All information submitted by the Business in the proposal package is complete, accurate, and truthful.

*(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)*

Signatures

Signatory 1

Signature



Signatory Title

V. P. Rental Operations

Printed Name

Steve Jones

Date

02-12-2025

Signatory 2

Signature

Signatory Title

Printed Name

Date

Signatory 3

Signature

Signatory Title

Printed Name

Date

Attested By

Secretary

Signature



Signatory Title

Secretary

Printed Name

Kim Pedersen

Date

02-12-2025

**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS  
OF OVERLAND WEST, INC.**

A special meeting of Directors was held at 2805 Washington Blvd., Ogden, Utah on August 16, 2010 at 10:00 a.m.

The following were present:

Jerry H. Petersen  
F. Lynn Petersen

Erik J. Petersen  
Morgan Keyes

Kim Pedersen

being all of the Directors and Stockholders of the corporation. Jerry H. Petersen was appointed chairman of the meeting and Kim Pedersen was appointed secretary.

The secretary then presented and read to the meeting the waiver of notice of the meeting, and it was ordered that it be appended to the minutes of the meeting.

The chairman then stated that the purpose of the meeting was to authorize Steve Jones, Vice President, Rental Operations, to execute on behalf of the corporation, any Automobile Rental Concession Lease bid proposal.

After discussion, the following resolution was adopted by unanimous consent of the Board of Directors:

RESOLVED, that Steve Jones be, and hereby is, authorized to execute on behalf of the corporation, any Automobile Rental Concession Lease bid proposal.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: August 16, 2010

  
Secretary

I hereby certify that I am the duly elected Secretary of Overland West, Inc., and that the foregoing is a true and correct copy of a resolution duly adopted by the Board of Directors at a meeting held on August 16, 2010.

  
Secretary

**REQUEST FOR PROPOSALS  
CAR RENTAL CONCESSION  
ATTACHMENT B  
MINIMUM RENTAL CAR SUITE RENT PROPOSAL**

YEARS 1-5 RENT- July 1, 2025 to June 30, 2031:

\$ 45.00 sq/ft year

Proposer hereby agrees to pay the above minimum Rental Car Suite rent to MCAA in accordance with and for the term of the Rental Car Concession Agreement.

MCAA shall allocate the counter/office, ready return parking spaces and QTA to the successful Proposers in rank order with the Proposer offering the highest total dollar value for the term of the agreement having first choice.

Accompanying the proposal shall be a bid bond or certified or cashier's check on a solvent bank, made payable to the Missoula County Airport Authority in the amount of \$5,000.00 as liquidated damages in the event the undersigned is a successful proposer who fails to comply with the requirements as set forth in the RFP documents.

Proposer is bound by this offer for a period of sixty (60) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that MCAA reserves the right to reject any and all proposals.

Proposer: Overland West, Inc. d.b.a. Hertz Rent A  
Car and Thrifty Car Rental.



Printed Name: Steve Jones

Title: Vice President Rental Operations

**REQUEST FOR PROPOSALS  
RENTAL CAR CONCESSION  
ATTACHMENT C**

**COMMITMENT ACKNOWLEDGEMENT FOR ACDBE PARTICIPATION**

Proposers must make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals, as defined in 49 CFR Part 23, as amended, participate in at least\_% of the activity, service or facility provided by a concessionaire during the entire term of its agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility. If a proposer is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the proposer shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors.

Proposer is an MDOT Certified ACDBE: \_\_\_ YES  NO

Please provide the following:

1. Names and address of MDOT certified ACDBE firms and suppliers that will participate in the concession;
2. A description of the work, goods, or services which will be supplied by the ACDBE;
3. An estimate of the dollar amount of the participation of each MDOT certified ACDBE firm participating.

In order to be considered, the ACDBE must be certified in the State of Montana. A current list of certified firms can be found at: [DBE/SBE Directory](#)

NAME AND ADDRESS OF MDOT CERTIFIED AC DBE FIRM	Type of DBE	DESCRIPTION OF WORK, GOODS, OR SERVICES TO BE PROVIDED	DOLLAR AMOUNT OF ANNUAL PARTICIPATION
Mountain West Drivers	ACDBE, DBE	Transit. Parking, Shuttle Company moves vehicles from point-to-point	\$25,000.00 - \$50,000.00 We are new to MSO



# OUR ONLY PLAN IS TO MAKE SURE YOU KEEP YOURS.

AVIS BUDGET CAR RENTAL, LLC  
(dba AVIS & BUDGET)

Proposal for: Rental Car Concessions at  
Missoula Montana Airport

Due: February 17, 2025 @ 4:00pm MT



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5. Proposal Guaranty - Bid Bond - \$10,000	Page 17
6. COI – Certificate of Insurance	Page 20
7. Assistant Secretary’s Certificate & Current Appointments	Page 24



# COVER LETTER

February 14, 2025

**Via Email (jdavis@flvmissoula.com)**

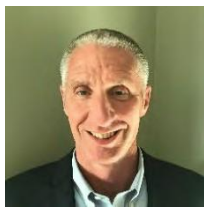
Missoula County Airport Authority  
Attn: Juniper Davis  
5225 Broadway St West  
Missoula, MT 59808

**RE: Rental Car Concession Request for Proposals at Missoula Montana Airport**  
**Due Date: February 17, 2025 @ 4:00pm MST**

Dear Juniper Davis:

Avis Budget Car Rental, LLC (“ABCR”) is thrilled to have the opportunity to submit this proposal for the referenced RFP at Missoula Montana Airport (“MSO”). Incorporated in 1996, ABCR is a subsidiary of Avis Budget Group (“ABG”), a leading global provider of mobility solutions with a portfolio of premium and leisure car rental and car sharing brands employing over 20,000 people worldwide. ABCR is also the parent company of Avis Rent A Car System, LLC (“Avis”) and Budget Rent A Car System, Inc. (“Budget”), two of the most recognized car rental companies in the world. For more than ten years, ABCR or its duly authorized representative have provided automobile rental service at virtually every airport handling scheduled commercial airline traffic in the United States. ABCR acquired the Avis and Budget concessions at MSO in 2023. Since then, Avis and Budget have generated \$7,646,480 and \$7,812,899 in revenue, respectively, making them the top two brands at the airport by market share.

### **The Team**



**John Sheperdson**  
**West Area Senior Vice President**

John has been with the company for more than 40 years. As the Senior Vice President for West Operations, John is responsible for all aspects of rental car operations across 13 states. This includes overseeing eight million transactions annually and managing the logistics for more than 140,000 vehicles at both on and off-Airport locations. John started his career as an operations manager at a rental car location in New York City and progressed throughout the company into his current role. John moved many times throughout the country for roles of increasing responsibility and higher levels within the organization. He has vast experience of running different airports and regions across the United States.

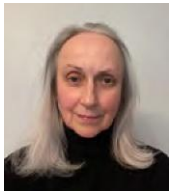




**Justin Lucoff**

**West Area Local Market Vice President**

With over 27 years of experience at the company, Justin leads the Small Airport and Local Market West Area team. Reporting directly to John, Justin’s territory spans 13 states and consists of over 300 locations. Starting as a customer service agent at Seattle-Tacoma International Airport in 1997, Justin progressed quickly and played a key role in the operations and service delivery for the team while strengthening his knowledge and experience of rental car operations. He was promoted to an Operations Manager position in 2001, and spent the majority of his career in airport operations working and progressing at various locations around the country before moving into his current position in 2019. Throughout his career, Justin has led a multitude of diverse workforces and different projects, demonstrating overwhelming success at some of the most challenging and busiest airports in the country, including Hartsfield-Jackson Atlanta International Airport, San Francisco International Airport, and Los Angeles International Airport.



**Ulrike C. Higginson**

**Pacific Northwest Local Market District Manager**

Reporting to Justin, Ulrike joined Budget in 1993 and has been working in rental car operations for over 30 years. Ulrike manages 4 different Territory Performance Managers who collectively oversee 50 local market locations across six states. In addition to MSO, Ulrike’s team manages ABG’s operations at airports in Bozeman, Kalispell, Billings, Great Falls, Helena, Butte, West Yellowstone, Bellingham, Walla Walla, Lewiston, Pullman, Medford, Redmond, Salem, Hillsboro, Sun Valley, Twin Falls, and Pocatello. Before Ulrike began her career with the company, she attended graduate school at the University of California, San Diego and undergraduate school at the Johannes Gutenberg Universitaet, Mainz Germany. Starting as a distribution manager at Budget Truck rental, Ulrike quickly progressed to the Territory Performance Manager role in Seattle. From there, Ulrike became the car and truck district manager for Budget in Seattle. In 2001 Ulrike was promoted to her current role. She currently resides in Seattle and helps ensure that both Sara McKay and Joseph Tasker have everything they need to be successful.

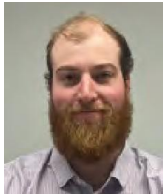




**Sara McKay**

**Montana Territory Performance Manager**

Sara was hired by ABG in 2023 and brings 20 years of rental car operations experience to the team, including 18 years at MSO. She reports to Ulrike and leads the performance for all stores in Montana, including other regional airports such as BZN, FCA, and BIL. Originally hired for a CSR position at the ABG licensee in Missoula, Sara was recognized as a talented individual and promoted to Operations Manager in 2014. In this role, she successfully led MSO to top performance in ancillary sales and achieved multiple years of the highest Year-Over-Year increase across all licensee locations in the U.S. and Canada. In 2023, Sara was offered her current role where she oversees the most profitable local market territory on the West Coast. Since 2023, Sara has served in her current position of Territory Performance Manager. Sara resides in Missoula, MT and is onsite at MSO approximately 10 times each month.



**Joseph Tasker**

**Missoula Montana Airport Operator**

Joseph Tasker has over 6 years of rental car operations experience. At MSO, he manages over 30 employees and is responsible for daily operations at MSO which includes ensuring that both the airport's and ABG's expectations are met. Joseph began working for ABG at MSO in 2023 and has been running the operation there since. Through Joseph's unwavering hard work during his time at MSO, he broke over 1,100 cars in summer 2024, doubled ABG's market share and continues to grow every year. Joseph is committed to providing continued stability by ensuring that both longstanding and new customers receive the same level of high quality of customer service that ABCR has offered at MSO for the better part of the past two years.

**The Vehicles**

MSO is part of ABG's Pacific Northwest fleet operations. Today, there are over 5,000 motor vehicles specifically dedicated to servicing this territory, approximately 600 of which are at MSO. Those vehicles are 2½ years old on average and are constantly being shifted to ensure all reservations are fulfilled and that walk-up customers will be accommodated.



## The Hours

At MSO, ABCR operates Avis and Budget. We are properly staffed during all airport operating hours, with particular attention paid to peak flight times and after-hours travelers. Our current hours of operation are 8 AM to 12:30 AM – or last flight if delayed, 7 days a week. All key fobs and contracts given to customers also contain information for the roadside assistance line as well.

## Closing

With the aforementioned scope of services and our longstanding history of success in both the rental car industry and at MSO, we remain true to our vision that "we will lead our industry by defining service excellence and building unmatched customer loyalty." For these reasons, Avis and Budget are the most qualified car rental brands to continue providing superior service to our mutual customers.

Respectfully submitted,



Jeffrey Luna  
Vice President

## References

Leif Anderson  
Airport Contracts & Properties  
Manager  
Redmond Municipal Airport  
2522 SE Jesse Butler Circle, #17  
Redmond, Oregon 97756  
(541) 504-3802

Mardi Mendenhall  
Property & Contracts Coordinator  
Boise Airport  
3201 Airport Way, Suite 1000  
Boise, Idaho 83705  
(208) 830-0568

Brian Sprenger  
Airport Director  
Bozeman Yellowstone International  
Airport  
850 Gallatin Field Road, Suite 6  
Belgrade, MT 59714  
(406) 388-6632 ext. 102

## Partial List of Airports that Have Operating Agreements with ABG\*

Airport Name/Location	Contract Term	Airport Name/Location	Contract Term
John Glenn Columbus International Airport, Columbus, OH	Since 2003	Pensacola International Airport, Pensacola, FL	Since 1971
Richmond International Airport, Richmond, VA	Since 1996	Chattanooga Airport, Chattanooga, TN	> 20 years
Sarasota Bradenton International Airport, Sarasota, FL	Since 2001	Denver International Airport, Denver, CO	> 20 years
Palm Beach International Airport, West Palm Beach, FL	Since 1993	Orlando International Airport, Orlando, FL	> 20 years
Northwest Florida Beaches International Airport, Panama City, FL	Since 1993	Will Rogers World Airport, Oklahoma City, OK	> 20 years

\*A list of additional airports where ABG operates is available upon request

avis budget group



AVIS® PLAN ON US®  
Budget®  
250<sup>5</sup>



# MCAA Request for Proposal

Response Form

## Missoula County Airport Authority, Missoula, Montana

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

### I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCAA to reach out to in regard to this RFP.

- A. Contact Name JEFFREY LUNA
- B. Contact Role in the Business VICE PRESIDENT
- C. Contact Phone Number 608-385-6549
- D. Contact Fax \_\_\_\_\_
- E. Contact E-Mail Address JEFFREY.LUNA@AVISBUDGET.COM

### II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

- A. Business Name AVIS BUDGET CAR RENTAL, LLC
- B. Doing Business As AVIS & BUDGET
- C. Business Type LIMITED LIABILITY COMPANY
- D. Business Mailing Address

Address Line 1:	<u>379 INTERPACE PARKWAY</u>
Address Line 2:	
City:	<u>PARSIPPANY</u>
State/Province:	<u>NEW JERSEY</u>
ZIP Code:	<u>07054</u>
Country:	<u>UNITED STATES OF AMERICA</u>



Missoula County Airport Authority  
 5225 Broadway St West  
 Missoula, MT 59808  
 (406) 728-4381

- E. Business Phone Number 973-496-3366
- F. Business Fax \_\_\_\_\_
- G. Business E-Mail Address JEFFREY.LUNA@AVISBUDGET.COM
- H. Business Registration State DELAWARE
- I. Business Registration Date 04/29/1996
- J. Business registered in the state of Montana? 04/10/2006
- K. Business Owner/Stakeholder(s) PLEASE SEE ATTACHED BUSINESS HISTORY

### III. Business History

Describe a brief history of the Business entity. Note any changes in the Business’s name and ownership structure and any other dbas under which the company has been doing business. Please indicate airport experience if any.

Avis Budget Car Rental, LLC (“ABCR”) was incorporated in Delaware 1996 and is a direct wholly owned subsidiary of Avis Budget Holdings, LLC, which itself is a subsidiary of Avis Budget Group. Following subsequent corporate changes, ABCR is currently duly organized and existing for the purpose of engaging in any lawful business purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act, including the vehicle rental business. Former corporate names for ABCR include HGI Acquisition I Corporation; HFS Rental Car Holdings, Inc.; HFS Car Rental Holdings, Inc.; Cendant Car Rental Group, Inc.; and Cendant Car Rental Group, LLC. ABCR is also registered in New Jersey under the alternate business name of Avis Car Sales. ABCR is the indirect parent company of Avis Rent A Car System, LLC. (“Avis”), which it acquired in March of 2001, and the direct parent company of Budget Rent A Car System, Inc. (“Budget”), which it acquired in November of 2002. Commencing operations at the Detroit Willow Run Airport in Ypsilanti, Michigan in 1947, Avis currently operates approximately 11,000 rental locations in 180 countries around the world and has provided automobile rental service either through its corporate entity or a duly authorized representative at every major, medium, and small hub airport handling scheduled commercial airline traffic in the United States for over a decade. Budget was founded in Los Angeles in 1958 and either operates or licenses the Budget vehicle rental system at most of the largest airports and in most of the major cities in the world today. ABCR has been operating at Missoula Montana Airport (“MSO”) since 2023 when it acquired the Avis concession from franchisee Larson Enterprises, Inc. and the Budget concession from franchisee Blackfoot Rentals, Inc.

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IV. Business Financials

1. List three (3) credit references, including at least one banking reference.

Table with 3 columns: Reference Name, Reference Address, Reference Phone Number. Contains three entries for Leif Anderson, Mardi Mendenhall, and Sonia D. Denton.

2. Please circle Yes or No to indicate whether the Business and any joint venture or affiliate entities have ever been involved in one of the following actions:

- A. File a petition in bankruptcy court. Yes / (No)
B. Filed for protection from creditors in bankruptcy court. Yes / (No)
C. Had involuntary proceedings filed in bankruptcy court. Yes / (No)
D. Have an expectation of doing any of the three (3) actions above in the next six (6) months? Yes / (No)

3. If you have answered Yes to any of the above, please briefly describe below the circumstances and status of each occurrence.

Form area with 'N/A' written in blue and several horizontal lines for text entry.



4. Has Business defaulted on a loan or a contract or performance agreement for the delivery of services/product at an airport or other facility? Yes / No

NO

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- 5. For owners of a closely held corporation: Attach a personal financial statement current within three (3) months from date of submittal.
- 6. Attach a list of any judgments against Business or any litigation pending against the Business and describe circumstances. Also list any judgments against Business which have been satisfied within the last five (5) years and explain. **Please see attached statement.**
- 7. Attach a list of any outstanding tax liens against the Business with an explain of each. **NONE**
- 8. Business shall supply information as to whether any of its officers and/or principals have been convicted of a felony or whether the Business is currently involved in legal proceedings regarding its performance or delivery of its services to a vendor/service provider, property owner, airport owner or its agent or other party. If it is, it shall supply a brief narrative describing the situation. **N/A - NONE**

V. Conditions of Proposal Submission

Submission of Proposal constitutes a firm offer to the Authority and may be accepted by the Authority at any time prior to 120 days after the submission deadline.

VI. Acknowledgment of the Proposal Required

This Proposal is being submitted in response to a specific Request For Proposal/Qualification supplied to the Business buy an authorized representative of the Missoula County Airport Authority.





Missoula County Airport Authority  
5225 Broadway St West  
Missoula, MT 59808  
(406) 728-4381

Defined terms below shall have the meanings given them in the Request for Proposal.

The undersigned having:

- Carefully examined the RFP document.
- Become familiar with all terms and conditions specified in the RFP document.
- Completed answers to all forms and responded fully to the RFP document requests for information.

represents and warrants to the Authority as follows:

- The undersigned person(s) are authorized representatives of the Business.
- All information submitted by the Business in the proposal package is complete, accurate, and truthful.

(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)

Signatures

Signatory 1

Signature		Signatory Title	VICE PRESIDENT
Printed Name	JEFFREY LUNA	Date	2/1 2/25

Signatory 2

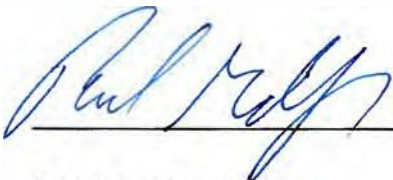
Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

Signatory 3

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

Attested By

Secretary

Signature		Signatory Title	ASSISTANT SECRETARY
Printed Name	PAUL GALLAGHER	Date	02/1 2/2025

## JUDGEMENTS / PENDING LITIGATION STATEMENT

Avis Budget Group conducts vehicle rental operations worldwide. Like other companies of its size and scope, Avis Budget Group is routinely involved in various litigated matters including small claims, personal injury, etc. It is publicly traded and in compliance with all Securities Exchange disclosure requirements. There are no pending litigation/judgements against Avis Budget Group that would impede its ability to fully perform its obligations under the proposed concession agreement.



5225 West Broadway | Missoula, MT 59808  
www.flymissoula.com | 406-728-4381

**REQUEST FOR PROPOSALS  
CAR RENTAL CONCESSION  
ATTACHMENT B  
MINIMUM RENTAL CAR SUITE RENT PROPOSAL**

YEARS 1-5 RENT- July 1, 2025 to June 30, 2031:

\$ \_\_\_\_\_ 5\_¢ \_\_\_\_\_ sq/ft year

Proposer hereby agrees to pay the above minimum Rental Car Suite rent to MCAA in accordance with and for the term of the Rental Car Concession Agreement.

MCAA shall allocate the counter/office, ready return parking spaces and OTA to the successful Proposers in rank order with the Proposer offering the highest total dollar value for the term of the agreement having first choice.

Accompanying the proposal shall be a bid bond or certified or cashier's check on a solvent bank, made payable to the Missoula County Airport Authority in the amount of \$5,000.00 as liquidated damages in the event the undersigned is a successful proposer who fails to comply with the requirements as set forth in the RFP documents.

Proposer is bound by this offer for a period of sixty (60) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that MCAA reserves the right to reject any and all proposals.

Proposer: **AVIS BUDGET CAR RENTAL, LLC**

  
-----  
Printed Name: **JEFFREY LUNA**  
-----  
Title: **VICE PRESIDENT**  
-----

**REQUEST FOR PROPOSALS  
RENTAL CAR CONCESSION  
ATTACHMENT C**

**COMMITMENT ACKNOWLEDGEMENT FOR ACDBE PARTICIPATION**

Proposers must make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals, as defined in 49 CFR Part 23, as amended, participate in at least .02% of the activity, service or facility provided by a concessionaire during the entire term of its agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility. If a proposer is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the proposer shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors.

Proposer is an MDOT Certified ACDBE: \_\_\_\_\_ YES            X   NO

Please provide the following:

1. Names and address of MDOT certified ACDBE firms and suppliers that will participate in the concession;
2. A description of the work, goods, or services which will be supplied by the ACDBE;
3. An estimate of the dollar amount of the participation of each MDOT certified ACDBE firm participating.

In order to be considered, the ACDBE must be certified in the State of Montana. A current list of certified firms can be found at: [DBE/SBE Directory](#)

NAME AND ADDRESS OF MDOT CERTIFIED ACDBE FIRM	Type of DBE	DESCRIPTION OF WORK, GOODS, OR SERVICES TO BE PROVIDED	DOLLAR AMOUNT OF ANNUAL PARTICIPATION
LESLIE SAUNDERS INSURANCE AGENCY INC	ACDBE	Insurance	\$670



**Montana Department of Transportation**

2701 Prospect  
PO Box 201001  
Helena MT 59620-1001

Greg Gianforte, Governor  
Christopher Donington, Director

January 3, 2025

LESLIE SAUNDERS INSURANCE AGENCY INC  
QUINCY BRANCH  
4584 N RANCHO DR  
LAS VEGAS, NV 89130

**RE: CONTINUED DBEC CERTIFICATION - MDT CERT 0148**

Your Annual Update has been received and processed. Your firm continues to meet the federal eligibility requirements as established in 49 CFR 26, Subparts D & E and the Montana Department of Transportation (MDT) has confirmed your firm's certification as a DBEC.

Based on information from your initial application, your firm is certified in the following North American Industry Classification System (NAICS) Code:

524298	All Other Insurance Related Activities
611430	Professional and Management Development Training
541613	Marketing Consulting Services
488190	Other Support Activities for Air Transportation
541612	Human Resources Consulting Services
524210	Insurance Agencies and Brokerages

It is your responsibility to notify a MDT DBEC Program Specialist of any changes in your business structure, ownership, management and/or control of the firm, address, work capabilities and/or contact information. **Your failure to provide this notification may result in revocation of your certification.**

Your next annual No Change Affidavit is due by Feb 12, 2026.

If your company is a highway related, certified MDT DBEC, you may be entitled to receive technical assistance in the form of free training, one-on-one consulting, and reimbursement funds for training or business development purchases to assist your business. You may contact me with any questions.

Sincerely,

J [signature] 5 [signature] 01,,

CC: DBEC File



February 12, 2025

Donna A. Shabinaw  
AVIS BUDGET CAR RENTAL, LLC  
379 Interpace Parkway  
Parsippany, NJ 07054

Re: MISSOULA COUNTY AIRPORT AUTHORITY  
Project: Rental Car Concessions at Missoula Montana Airport  
Estimated Contract Price: \$ .00  
Bid Date: 2/17/2025  
Surety: RLI GROUP

Dear Donna A. Shabinaw:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. *If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!*

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.



Dartonya Wright  
Record #2991073

Your bid results are very important, please mail this information back to the address below. or email your Aon representative within 5 days of the bid opening.

	<i>Contractors Name</i>	<i>Contract Price</i>
2.	_____	\$ _____
3.	_____	\$ _____

Where did you place ----- And your price \$ \_\_\_\_\_

If awarded contract, is final bond required?    Yes **D**    No **O**



AON RISK SERVICES CENTRAL, INC.  
200 E. Randolph St., Chicago, IL 60601 • tel: (312) 381-1000 • fax:

Bond

BID BOND

KNOW ALL BY THESE PRESENTS, That we, AVIS BUDGET CAR RENTAL, LLC

Of 379 Interstate Parkway, Parsippany, NJ 07054

(hereinafter called the Principal), as Principal, and

RLI INSURANCE COMPANY

(hereinafter called the Surety),

as Surety, are held and firmly bound unto

MISSOULA COUNTY AIRPORT AUTHORITY,  
5225 Broadway St West Missoula MT 59808

(hereinafter called the Obligee) in the penal sum of

Five Thousand and 00/100 Dollars (\$ 5,000.00 )

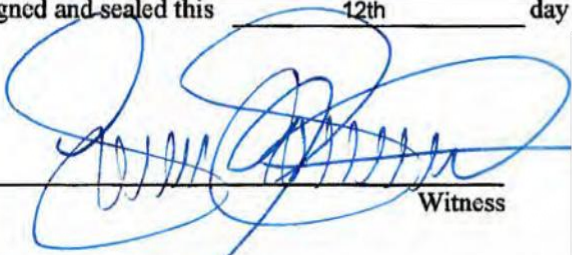
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Rental Car Concessions at Missoula Montana Airport


NOW, I HEREBY, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 12th day of February 2025

  
Witness

AVIS BUDGET CAR RENTAL, LLC (Seal)  
Principal

 llur0, b  
Title

RLI INSURANCE COMPANY  
By   
Dartonya Wright Attorney-in-Fact



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Sandra M. Winsted, Judith A. Lucky-Eftimov, Susan A. Welsh, Christopher P. Troha, Salena Wood, Derck J. Elston, Eric D. Sauer, Christina L. Sandoval, Jennifer Williams, Aerie Walton, Jennifer L. Jakaitis, Bartlomiej Siepierski, Barbara Pannier, Samantha Chjerici, Kristin L. Hannigan, Nicholas Pantazis, Rachel Fore, Roger Paraison, Nicholas Kertesz, Corinne Chapman, Jean Torres, Danonya Wright, Tara A. Maguinto, Richard Casas, Aaron D. Griffin, Therese M. Jackson, Robert Nachreiner, George F. Douaire v, jointly or in the City of Chicago, State of Illinois its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Million Dollars (\$75,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 12th day of April, 2024.



RLI Insurance Company  
\_\_\_\_\_  
Eric Raudins Sr. Vice President

State of Illinois } SS  
County of Peoria

### CERTIFICATE

On this 12th day of April, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 12th day of April, 2024.

By: Jill A. Scott  
Notary Public



JILL A. SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

By: Jeffrey  
Corporate Secretary

# INSURANCE

Please see enclosed Certificate of Insurance (COI)

ABCR has not had its insurance coverage (on current or past operations) cancelled during the last ten (10) years.

RB

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not constitute a contract with the certificate holder in the U.S. or such endorsement.

<b>PRODUCER</b> Aon Risk services, Inc of Florida 701 Brickell Avenue suite 3200 Miami FL 33131 USA	<b>INSURER</b> E.d), (866) 283-7122   r.M. No. J: (800) 363-0105																					
<b>INSURED</b> Avis Budget Group, Inc.; Avis Budget car Rental, LLC, its subsidiaries including Avis Rent A car System, LLC, Budget Rent A Car System, Inc. and Budget Truck Rental, LLC, 79 Interpace Parkway Parsippany NJ 07054 USA	<table border="1"> <tr><th colspan="2">INSURER'S AFFORDING COVERAGE</th><th>NAIC I</th></tr> <tr><td>INSURER A:</td><td>continental casualty Company</td><td>20443</td></tr> <tr><td>INSURER B:</td><td>The continental Insurance company</td><td>35289</td></tr> <tr><td>INSURER C:</td><td>Transportation Insurance co.</td><td>20494</td></tr> <tr><td>INSURER D:</td><td>ACE Property &amp; casualty Insurance co.</td><td>20699</td></tr> <tr><td>INSURER E:</td><td>American casualty co. of Reading PA</td><td>20427</td></tr> <tr><td>INSURER:</td><td></td><td></td></tr> </table>	INSURER'S AFFORDING COVERAGE		NAIC I	INSURER A:	continental casualty Company	20443	INSURER B:	The continental Insurance company	35289	INSURER C:	Transportation Insurance co.	20494	INSURER D:	ACE Property & casualty Insurance co.	20699	INSURER E:	American casualty co. of Reading PA	20427	INSURER:		
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INSURER:																						

**COVERAGES**      **CERTIFICATE NUMBER:** 570110543096      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Line	TYPE OF INSURANCE	W4	POICY NUMBER	Effective Date	Expiration Date	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> Loss OTHER:		1:MI1603190	07/01/2024	07/01/2025	EACH OCCURRENCE \$3,000,000 LIMITED TO: 100% OF PREMISES (Ea occurrence) \$1,000,000 MEO EXP (Any one pol>on) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$25,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTO-LE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRO AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY SCHEDULED AUTOS NON-OWNED		BUA 7001700830 BUA 2083558793 self Insured	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per
D	UMBRIUA UAB <input checked="" type="checkbox"/> UMBRIUA UAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		XEUG28130168009 SIR applies per policy terms & conditions	07/01/2024	07/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 <input checked="" type="checkbox"/> PER STATUTE
E	WORKERS COMPENSATION AND <input checked="" type="checkbox"/> WORKERS COMPENSATION AND		WC4014106301	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE
B	EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER <input type="checkbox"/> In NH <input type="checkbox"/> OPERATIONS	YIN N/A	WC4014106346 WC4014106265	07/01/2024	07/01/2025	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-IAA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached hereto, if so) .....  
see Attached.  
RE: Missoula International Airport, 5225 w. Broadway St., Missoula, MT 59808. Missoula County Airport Authority is Additional Insured to the General Liability and Auto Liability policies with respect to their interest in the written rental car concession agreement.

<b>CERTIFICATE HOLDER</b> Missoula International Airport C/o Brian Ellestad, Airport Director 5225 Highway 10 west Missoula MT 59808 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTORIZIO RIIPRINTATM <input type="checkbox"/> <input type="checkbox"/> 5!... f- „t/Y <input type="checkbox"/>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk services , Inc of Florida		NAMED INSURED Av;s Budget Group, Inc.; Avis Budget	
POLICY NUMBER see certi fi cate Number: 570110543096			
CARRIER see certifi cate Number: 570110543096	NAIC CODE 1	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE INCLUDED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE INCLUDED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST **APPEARS** ONLY IF SUCH INCLUSION IS REQUIRED IN **WRITING** SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/ODNYYY)  
0112212025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THIS CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

PRODUCER  
This certificate does not confer rights to the certificate holder in the event of such endorsement.  
Aon Risk Services, Inc. of Florida  
701 Brickell Avenue  
Suite 3200  
Miami FL 33131 USA

AGENT  
 (866) 283-7122 |  (800) 363-0105  
Wkss,  
- (S) AIT'OHINGCOVITIAOI NAICI

INSURED  
Avis Budget Group, Inc.; Avis Budget car Rental, LLC, its subsidiaries including Avis Rent A car system, LLC, Budget Rent A car system, Inc. and Budget Truck Rental, LLC, 99 Interpace Parkway Parsippany NJ 07054 USA

INSURANCE: ACE American Insurance Company 22667  
INSURER:  
INSUROR:  
INSUROR:  
INSUROR:  
INSUROR:

COVERAGES CERTIFICATE NUMBER: 570110543072 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS THEREOF. Limits shown are as follows.

TYPE OF INSURANCE	POLICY NUMBER	DATE	EXPIRES	LIMITS
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER (Mandatory in NH) <input type="checkbox"/> OPERATIONS below <b>Environmental Site Liability</b>	DPLC21810101021	04/12/2024	04/12/2025	EACH OCCURRENCE PREMISES (Each occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOPPAGG COMBINED SINGLE LIMIT (Each accident) BODILY INJURY (Per person) 800:1:1 INJURY (Per-) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - CA EMPLOYEE E.L. DISEASE - POLICY LIMIT <b>Aggregate Limit \$1,000,000</b> <b>Per Incident Limit \$1,000,000</b> <b>SIR \$1,000,000</b>

DESCRIPTION OF OPERATIONS LOCATIONS (ACORD 101) - Schedule, may be attached (if required)  
Environmental site Liability policy is on a claims Made Basis. Evidence of coverage. RE: Missoula International Airport, S225 W. Broadway St., Missoula, MT 59808.

CERTIFICATE HOLDER  
Missoula International Airport  
C/o Brian Ellestad, Airport Director  
5225 Highway 10 west  
Missoula MT 59808 USA

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE GIVEN IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
   J -  Y

**AVIS BUDGET CAR RENTAL, LLC**  
**ASSISTANT SECRETARY'S CERTIFICATE**

---

I, Paul Gallagher, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware (the "Company").

I HEREBY CERTIFY that Jeffrey Luna, Vice President of the Company, is duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, pursuant to due and lawful corporate authority, this 12<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Pa   
Assistant Secretary



# Avis Rent A Car System, LLC

Date  
03/20/2024

## Company Profile

Tax ID  
11 -1 998661

### Main Details

Name: Avis Rent A Car System, LLC  
 QuickRef: AVISRACSL  
 Country: United States  
 Region: Delaware  
 Tax ID: 11 - 1998661  
 Incorporated: 09/18/1956  
 Company Type: Limited Liability Company  
 Company Status: Active  
 Dissolved:

### Primary Addresses

Main Office : 379 Interpace Parkway, Parsippany NJ 07054, United States  
 Registered: 251 Little Falls Drive, Wilmington DE 19808, United States

### Accounting Dates

Accounting Dates: 

Last Period End	Current Period End	Last Extended
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### Appointments

Management Board			
Name	QuickRef	Position	Appointed
Calabria, David T.	CALABRI-DT	Manaaer	02/24/2021
Choi, Brian	CHOI-B	Manaaer	08/24/2020
Ferraro, Joseoh Anthonv	FERRARO-JA	Manaaer	01/01/2020

Officers			
Name	QuickRef	Position	APPOinted
Calabria, David T.	CALABRI-DT	Senior Vice President	09/09/2015
		Treasurer	08/07/2019
DeGenova, Cathleen	DEGENOVA-C	Chief Accountina Officer	08/07/2019
Ferraro, Joseoh Anthonv	FERRARO-JA	Chief Executive Officer	01/01/2020
		President, Americas	01/01/2015
Gallaaher, Paul	GALLAGHE-P	Assistant Secretarv	03/27/2020
Kinerk, Beth	KINERK-B	Senior Vice President, Sales	09/17/2013
Linnen, Edward P.	LINNEN-EP	Executive Vice President and Chief Human Resources Officer	01/28/2015
Luna, Jeffrev	LUNA-J	Vice President	01/01/2024
Martins, Izilda P.	MARTINS-IP	Executive Vice President and Chief Financial Officer	01/01/2024
Muhs, Robert E.	MUHS-RE	Vice President and Assistant Secretarv	04/08/2003
Palumbo, Jeannine	PALUMBO-J	Director Tax	08/07/2019
Sera, Jean Marie	SERA-JM	General Counsel and Secretarv	03/27/2020
		Senior Vice President	03/27/2020

Other Positions			
Name	QuickRef	Position	Appointed
Bacon, Gardiner	BACON-G	Power of Attorney	03/16/2022
Bouta, Robert F.	BOUTA-RF	Power of Attorney - Airport Bids Leases, etc.	06/29/2023
McPherson, Lauren	MCPHERSO-L	Power of Attorney	10/17/2017
Muhs, Robert E.	MUHS-RE	Power of Attorney	03/19/2010
Pare, Shawn	PARE-S	Power of Attorney	03/16/2022
Sera, Jean Marie	SERA-JM	Power of Attorney	03/27/2020
Voll, Judith	VOLL-J	Power of Attorney	06/01/2022

Other Sianatories			
Name	QuickRef	Position	Appointed
Casco, Richard	CASCO-R	Authorized Sianatorv	08/31/2015
Cormier, Joanne	CORMIER-J	Authorized Sianatorv	08/31/2015
Kinerk, Beth	KINERK-B	Authorized Sianatorv	05/22/2018
Koines, Alan	KOINES-A	Authorized Sianatorv	05/12/2014
Macri, Donna	MACRI-D	Authorized Sianatorv	04/19/2017
McConnell, Anna	MCCONNEL-A	Authorized Sianatorv	08/31/2015
Muhs, Robert E.	MUHS-RE	Authorized Sianatorv	04/13/2016
Panicoe, Suzanne	PANICOE-S	Authorized Sianatorv	10/15/2019
Sandiford, Ieuan	SANDIFOR-I	Authorized Sianatorv	02/01/2023
Sera, Jean Marie	SERA-JM	Authorized Sianatorv	03/27/2020
Stark, David E.	STARK-DE	Authorized Sianatorv	04/19/2017
		Authorized Sianator	04/19/2017

# Avis Rent A Car System, LLC

Date  
03/20/2024

Company Profile

Tax ID  
11 -1998661

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Other Signatories			
Name	QuickRef	Position	Appointed
Wright, Stephen	WRIGHT-S0001	Authorized Signatory	08/31/2015
		Authorized Signatory - Sales, Marketing, Govt Agreements	05/22/2018

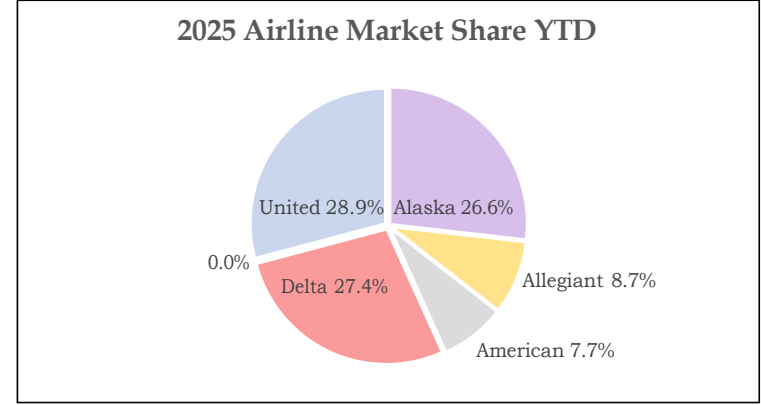
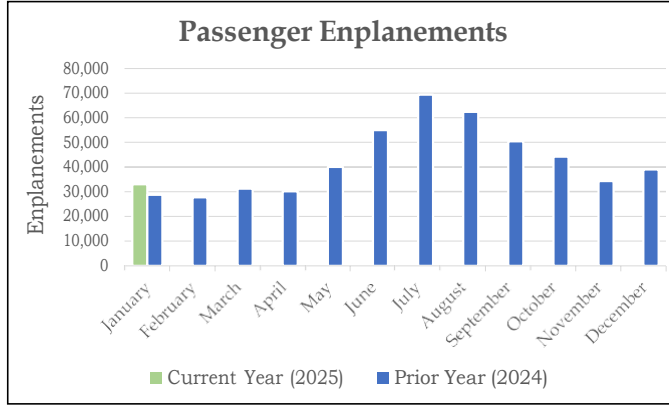


**Summary**

- Strong enplanement growth with added seat capacity, up 23% Y/Y in January
- Record enplanments in January (32,979)
- MSO surpassed 1M total passengers in 2024  
- First time in airport history

**Air Service Highlights**

- Airlines have begun to extend schedules for Fall 2025
- United continues to lead Delta for MSO market share
- 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	657	0	0	0	0	0	0	0	0	0	0	0	0	657
Air Taxi	367	0	0	0	0	0	0	0	0	0	0	0	0	367	13%
GA	797	0	0	0	0	0	0	0	0	0	0	0	0	797	21%
Military	17	0	0	0	0	0	0	0	0	0	0	0	0	17	-80%
Civil	574	0	0	0	0	0	0	0	0	0	0	0	0	574	-28%
<b>Total</b>	<b>2025</b>	2,412	0	0	0	0	0	0	0	0	0	0	0	2,412	-2%
	<b>2024</b>	2,453	2,733	3,703	3,559	3,723	4,612	5,275	5,468	4,170	4,514	2,948	2,606	45,764	

Enplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	8,761	0	0	0	0	0	0	0	0	0	0	0	0	8,761
Allegiant	2,857	0	0	0	0	0	0	0	0	0	0	0	0	2,857	7%
American	2,523	0	0	0	0	0	0	0	0	0	0	0	0	2,523	-11%
Delta	9,033	0	0	0	0	0	0	0	0	0	0	0	0	9,033	0%
Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sun Country	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
United	9,531	0	0	0	0	0	0	0	0	0	0	0	0	9,531	28%
Charters	274	0	0	0	0	0	0	0	0	0	0	0	0	274	-77%
<b>Total</b>	<b>2025</b>	32,979	0	0	0	0	0	0	0	0	0	0	0	32,979	15%
	<b>2024</b>	28,761	27,709	31,282	30,213	40,021	54,943	69,259	62,300	50,472	44,174	34,292	39,080	512,506	
	<b>2025</b>	79.1%													79.1%
	<b>2024</b>	89.8%	87.0%	84.4%	80.7%	75.1%	71.7%	82.6%	84.2%	87.7%	83.4%	80.3%	86.6%	82.1%	

Deplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	8,446	0	0	0	0	0	0	0	0	0	0	0	0	8,446
Allegiant	2,822	0	0	0	0	0	0	0	0	0	0	0	0	2,822	21%
American	2,276	0	0	0	0	0	0	0	0	0	0	0	0	2,276	-2%
Delta	8,286	0	0	0	0	0	0	0	0	0	0	0	0	8,286	-4%
Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sun Country	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
United	9,397	0	0	0	0	0	0	0	0	0	0	0	0	9,397	33%
Charters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-100%
<b>Total</b>	<b>2025</b>	31,227	0	0	0	0	0	0	0	0	0	0	0	31,227	15%
	<b>2024</b>	27,054	27,004	31,551	30,446	42,725	59,492	67,464	60,606	47,291	42,235	33,992	38,990	508,850	
	<b>2025</b>	64,206	0	0	0	0	0	0	0	0	0	0	0	64,206	15%
	<b>2024</b>	55,815	54,713	62,833	60,659	82,746	114,435	136,723	122,906	97,763	86,409	68,284	78,070	1,021,356	
	<b>T12M</b>		810,885												

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