

Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, April 29, 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 March 25, 2025. [Pg. 3](#)
- Approval of Claims for Payment – Will Parnell [Pg. 9](#)
- Financial Report – Will Parnell [Pg. 13](#)
- Director's Report – Brian Ellestad [Pg. 25](#)
- Legal Report – Juniper Davis
- Committee Updates –
 - Business Development Committee: No Activity
 - Contract and Lease Committee: No Activity
 - Executive Committee: April 29, 2025
 - Facility and Operations Committee: No Activity
 - Finance Committee: April 24, 2025
 - General Aviation Committee: No Activity
 - Legislative Committee: No Activity
 - Marketing Committee: No Activity

Unfinished Business

- None

New Business/Action Items

- Approval of On Airport Rental Car Concession and Lease Agreements and Award of the Fourth Rental Car Suite to Enterprise – Juniper Davis [Pg. 29](#)
- Agreement for Voice Over IP Services – Dylan O'Leary [Pg. 92](#)
- Second Addendum to Food and Beverage Lease Agreement with Faber, Coe and Gregg – Tim Damrow [Pg. 146](#)
- Resolution Setting Ground Rent for Aviation Leases – Will Parnell [Pg. 159](#)
- Pre-Approval and Acceptance of Airport Improvement Program Grant AIP-091, AIP-092 and AIP-093 – Brian Ellestad [Pg. 161](#)
- Award of Economy Lot Expansion Project – Brian Ellestad [Pg. 165](#)
- Marrison-Maierle Task Order #70 – Economy Lot Construction Management – Brian Ellestad [Pg. 167](#)
- Marrison-Maierle Task Order #69 – Runway Construction Management – Brian Ellestad [Pg. 175](#)

Information/Discussion Item(s)

- Board Committee Assignments

PLEASE NOTE: This meeting will be in a hybrid format.

Members of the public can call in and connect digitally to the meeting using the information below and will have the opportunity to comment prior to any vote of the Board as well as on any item not before the Board at the beginning of the meeting.

Members of the public can submit comments by email to: jdavis@flymissoula.com.

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 266 456 298 882

Passcode: JtfCxe

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

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

Phone Conference ID: 857 565 796#

MISSOULA COUNTY AIRPORT AUTHORITY
Regular Board Meeting
March 25, 2025
1:30 pm, Johnson Bell Conference Room

THOSE PRESENT

BOARD:

Chair Deb Poteet
Secretary/Treasurer Adriane Beck
Commissioner Winton Kemmis
Commissioner Matt Doucette (via Teams)
Commissioner David Bell
Commissioner Andrew Hagemeyer
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
Public Safety Chief Justin Shaffer
Director of Maintenance Nate Cole
Human Resources Manager Nikki Munro
Compliance Officer Jesse Johnson

OTHERS:

Accounting Clerk Brianna Brewer
Gary Matson, Runway 25 Hangars
Shaun Shea, Morrison-Maierle
Tyler Reed, Morrison-Maierle
Travis Frey, Martel Construction
Cole Jensen, Martel Construction
Griffen Smith, Missoulain

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 one Alternate Commissioner needed to be seated.

Motion: Secretary/Treasurer Adriane Beck moved to seat Alternate Commissioner Jack Meyer as 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 while also highlighting that the Facility and Operations Committee that was scheduled to occur directly after the current meeting had been cancelled. There were no other suggested changes to the agenda.

Motion: Commissioner Winton Kemmis moved to approve the agenda with the removal of the Facility and Operations Committee meeting.

Second: Commissioner David Bell

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 February 25, 2025.

Motion: Alternate Commissioner Jack Meyer moved to approve the minutes for the Regular Board Meeting dated February 25, 2025.

Second: Commissioner Winton Kemmis

Vote: Motion passed unanimously

CLAIMS FOR PAYMENT

Director of Finance and Administration Will Parnell presented the Claims for Payment. Starting with project expenses, during the month of February 2025, the airport incurred approximately \$2.1 million in project expenses; of the \$2.1 million in project expenses approximately \$1.2 million 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 David Bell 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, including an update on the construction in progress for the East Concourse project. Upon completion of the East Concourse, staff estimate that the project will have been funded from federal grants at 60% and MCAA reserves and debt at 40% for a total cost (design and construction)

of approximately 62.6M. As of February 26, 2025, the East Concourse project is estimated to be 79% completed.

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

Motion: Secretary/Treasurer Adriane Beck moved to approve the Financial Report

Second: Commissioner Winton Kemmis

Vote: Motion passed unanimously

DIRECTOR'S REPORT

Airport Director Brian Ellestad informed the Board that the month of February ended with an increase of 7.5% more enplaned passengers as compared to February of 2024. Increases are expected to level off in the upcoming months and into summer.

The ribbon cutting for the Phase 2 Terminal Project is scheduled for May 15, 2025.

Alaska is starting its second daily Portland flight on May 15th. United will be bringing a second daily Saturday flight to San Francisco this summer.

Federal funding is lining up for the Airport's runway project which will begin September 2, 2025.

US Forest Service hangar door repairs are currently under way and are moving along smoothly. The airfield inspection is being conducted next week. TSA will be adding a fourth security checkpoint on June 9, 2025.

Deputy Director Tim Damrow provided additional project updates on Phase 2 and 3 construction. Baggage handling systems and jet bridge installation are completed. Phase 2 estimated completion is May 15 and Phase 3 is the fall of 2025.

Tim also provided more information on cleanout of the fire. The clean-out is complete, and the trucks are now transitioned to F3 foam.

Director of Finance and Administration Will Parnell provided additional information about the repairs to the US Forest Service hangar doors and reported that our insurer has indicated that the costs would be covered due to the damage from last year's windstorm.

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 RFPs including rental car concessions, Voice over IP services, and custodial services.

Juniper also informed the Board that staff are working with Neptune/Northstar on adjustments to their existing leases.

Additionally, the Airport is currently under engagement with a law firm for assistance on the conversion of water rights from the Flynn Lowney Ditch and also on the state's adjudication process 76M (middle Clark Fork).

COMMITTEE REPORTS

Chair Deb Poteet notified the Board that the Executive Committee met on March 25, 2025, to discuss the Board agenda.

UNFINISHED BUSINESS

None

NEW BUSINESS

Beverage Vending Contract with Coca Cola Bottling Company High Country – Tim Damrow

At the February 2025 Regular Board Meeting, Coca Cola Bottling Company High Country was awarded the recently published Beverage Vending RFP. Staff then worked with Coca Cola to finalize the agreement for beverage vending in order to bring it to the Board today. If approved, Coca Cola Bottling Company High Country will begin vending operations at the Missoula Airport commencing on July 1st, 2025, for a term of 3-years and including three locations. Coca Cola Bottling Company High Country shall pay rent equal to either the Minimum Annual Guarantee ("MAG") of \$30,000 or 40% of gross receipts, whichever is greater. If approved, staff will facilitate the switch over of vending services from Pepsi Cola of Missoula to Coca Cola Bottling Company High Country in late June.

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

Motion: Alternate Commissioner Jack Meyer moved to approve the beverage vending concession agreement with Coca Cola Bottling Company High Country

Second: Commissioner Winton Kemmis

Vote: Motion passed unanimously

Airport Suite Contract with the Resort at Paws Up

Deputy Director Tim Damrow provided background information on the Airport Suite RFP which was awarded to the Resort at Paws Up at the December 2024 Regular Board Meeting. The Airport Suite is approximately 500sqft., located post-security, and features a private seating area, restroom and kitchenette. The intent of this space is to provide a private location, post security for a vendor to utilize on an as needed basis during operational hours. The Airport is retaining the right to use the Airport Suite, when needed, to seat individuals that may require additional private space. Staff will also work with the Resort at Paws Up to encourage use of the space during operational downtimes, including use by other

passengers. The contract is for a 3-year term with the airport responsible for providing a move-in ready space and the Resort at Paws Up responsible for final fit out, including any upgrades and furnishings as desired.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the contract. A question was asked to clarify how much the contract is worth, and Tim clarified that it is \$10,000 per year. There were no other questions or comments.

Motion: Commissioner Winton Kemmis moved to approve the Airport Suite Contract with the Resort at Paws Up

Second: Commissioner David Bell

Vote: Motion passed unanimously

Online AP/AR Software Contract with Bill.com, LLC

Director of Finance and Administration Will Parnell explained to the Board that in September 2023, the Airport migrated its accounts payable and accounts receivable procedures from a manual, paper-dependent process to an automated, fully digitized process utilizing the Bill platform. This was done after obtaining quotes from a variety of providers and it was determined that Bill.com best met our requirements. This action is for the renewal of our agreement with Bill.com. The agreement will be three years at an amount of \$12,933.15 per year. Will further explained the benefits of the system for the Airport and its staff, stating that it has been a very positive transition to the new application.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the contract with Bill.com.

Motion: Commissioner David Bell moved to authorize staff to accept the agreement from Bill for digitization and automation of AP, AR and credit card expenses.

Second: Commissioner Winton Kemmis

Vote: Motion passed unanimously

ARFF Equipment Purchase

Airport Director Brian Ellestad explained that the Airport needs to replace and upgrade one of the Airport's Rescue Fire Fighting (ARFF) trucks. The Airport undertook procurement by utilizing Source Well which allows the Airport to select the specific ARFF that best suits our needs. This purchase request is for a 3000-gallon truck that would allow the Airport to retire an older vehicle. Currently the purchase to delivery backlog is two years. With this purchase we would have one new and a second fairly new primary-required trucks with a 20-year-old backup truck by the time this new truck is delivered.

Chair Deb Poteet asked if there were any Board questions on the purchase of the ARFF truck. Staff clarified that the warranty on the truck is one year.

Motion: Alternate Commissioner Jack Meyer moved to approve the award to Oshkosh Airport Products for a new Airport Rescue Fire Fighting truck in the amount of \$1,592,320.

Second: Commissioner David Bell

Vote: Motion passed unanimously

Runway Reconstruction Bid Award

Airport Director Brian Ellestad provided information regarding the September 2, 2025, closure of the Airport's runway rehabilitation project. The Airport will be closed for 127 hours and reopen at 3 pm on September 7, 2025.

The Airport received and publicly opened bids for the Runway Rehabilitation Project and a total of two bids were received. Morrison-Maierle vetted the bids, and they considered the lowest bid, submitted by Schellinger Construction, to be a reasonable and responsible bid.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the bid award for the runway rehabilitation project. Shaun Shea of Morrison-Maierle explained that the main difference between the two submitted bids can be found in the asphalt pricing, and specifically the oil costs. There is also an understanding among staff that the short time frame and risks associated with the project are an influence on pricing.

Motion: Commissioner David Bell moved to accept the Runway 12-30 Rehabilitation Project bid results and award.

Second: Commissioner Winton Kemmis

Vote: Motion passed unanimously

INFORMATION/DISCUSSION ITEMS(S)

Next meeting will be Tuesday, April 29, 2025, at 1:30 pm.

Meeting Adjourned.

Missoula County Airport Authority
Check Register by Account Name
03/01/2025 - 03/31/2025

Account Name	Total
Airfield Lighting R&M	\$ 561.91
Airfield Maintenance	\$ 56.97
Annual IT Support Subscriptions	\$ 8,640.00
ATCT R&M	\$ 960.81
BHS Parts and MX	\$ 9,133.96
Building General R&M	\$ 109.50
Communication R&M	\$ 2,263.00
Computer Equipment Expense	\$ 1,814.40
Consultants Expense	\$ 6,152.99
Contracted Maintenance	\$ 21,023.72
Custodial Services	\$ 39,010.00
Custodial Supplies	\$ 6,689.10
Display Expenses	\$ 1,920.00
Disposal Expense	\$ 2,970.56
Disposal-Industrial	\$ 483.35
EAP Fees	\$ 747.00
East Concourse FFE	\$ 237,716.17
Electricity/Gas Expense	\$ 66,671.25
Employee Screening	\$ 4,160.00
Employee Training Expense	\$ 3,750.00
Fluorine-free foam Transition	\$ 177,564.17
GASB 96 Long-term Subscription	\$ 2,223.67
Jet Bridge R&M	\$ 29.98
Legal Services	\$ 3,687.02
Marketing	\$ 18,750.00
Meals & PR	\$ 1,265.00
Mechanical/Supplies	\$ 3,517.00
Memberships	\$ 3,000.00
Office Equipment	\$ 6,102.00
Office Supplies	\$ 888.62
Petroleum Products Expense	\$ 19,633.65
Phone Charges	\$ 3,500.08
Pre-Paid Expenses	\$ 16,213.20
Rent Car R&M	\$ 1,228.72
Rental Car Fuel	\$ 17,963.77
Safety Supplies/Equipment	\$ 102.90
Sewer Expense	\$ 2,810.98
Snow & Ice Removal	\$ 40,294.12
Tools/Equipment	\$ 620.94
TPA – EE benefits and Payroll	\$ 935.00
Travel Expense	\$ 1,146.62
Uniform Expense	\$ 1,019.00
USFS Hangar R&M	\$ 423.14
Vehicle R&M	\$ 6,346.47
Water Expense	\$ 4,474.67
Grand Total	\$ 748,575.41

Missoula County Airport Authority

Check Register by Vendor Name

03/01/2025 - 03/31/2025

Vendor Name	Total	
AAAE	\$ 3,000.00	
AEROTRONICS INC.	\$ 2,263.00	
AILEVON PACIFIC AVIATION CONSULTING, LLC	\$ 3,250.00	
Amadeus	\$ 2,223.67	
American Welding & Gas, Inc	\$ 37.88	*New Vendor - gas and welding supplies
ANDREA HARSELL	\$ 600.00	
APPLIED INDUSTRIAL TECH	\$ 364.86	
Arconas Corporation	\$ 163,634.40	
ASCENT AVIATION	\$ 9,698.64	
ASSOCIATED EMPLOYER	\$ 825.00	
BATTERIES PLUS	\$ 109.50	
BFS Group LLC	\$ 115.14	
Black Knight Security and Investigations	\$ 4,160.00	
BLACKFOOT COMMUNICATIONS	\$ 1,646.60	
BROWN'S SEPTIC	\$ 300.00	
CENTURYLINK	\$ 732.17	
CHS MOUNTAIN WEST CO-OP	\$ 33,071.34	
City of Missoula	\$ 7,285.65	
CONTROLTOUCH SYSTEMS, LLC	\$ 8,850.00	*New Vendor - telephone support
CULLIGAN	\$ 195.25	
DEVLIN, RYAN	\$ 377.00	
DFW FIRE TRAINING CENTER	\$ 2,900.00	
DSG (DAKOTA SUPPLY GROUP)	\$ 732.81	
EAN SERVICES, LLC	\$ 427.62	
ENERGY WEST	\$ 4,542.45	
EXACT IMAGE	\$ 500.05	
Floridis, John	\$ 500.00	
GRAINGER	\$ 117.33	
GreatAmerica Financial Services	\$ 392.00	
GRIZZLY DISPOSAL	\$ 279.98	
HIDAY, ALEX	\$ 170.00	
HILLYARD INC	\$ 6,689.10	
HOTSY	\$ 411.86	
Ink Shed Merch	\$ 78.00	
INTEGRATED SECURITY SOLUTIONS, INC	\$ 7,363.20	
IRONHORSE	\$ 125.00	
KONE	\$ 14,338.88	
Lavi Industries, LLC	\$ 28,220.77	*New Vendor - magnetic stanchion queuing system
LUMACURVE	\$ 561.91	
M-B COMPANIES, INC.	\$ 3,774.13	
MIDLAND IMPLEMENT	\$ 931.00	
Missoula Downtown Association	\$ 165.00	
MISSOULA ELECTRIC CO-OP	\$ 1,001.91	
MISSOULA FIRE EQUIP, INC	\$ 2,571.10	
MISSOULA OFFICE CITY	\$ 6,147.29	
MISSOULA TEXTILE, INC	\$ 811.74	
MONTANA ACE HARDWARE	\$ 137.92	
MONTANA DEPARTMENT OF LABOR	\$ 3,344.00	
Montana Department of Transportation	\$ 3,000.00	*New Vendor - 2025 Aviation Conference attendee gift bags
MONTANA DEQ	\$ 1,500.00	
Montana Pest Solutions	\$ 1,285.00	

Missoula County Airport Authority

Check Register by Vendor Name

03/01/2025 - 03/31/2025

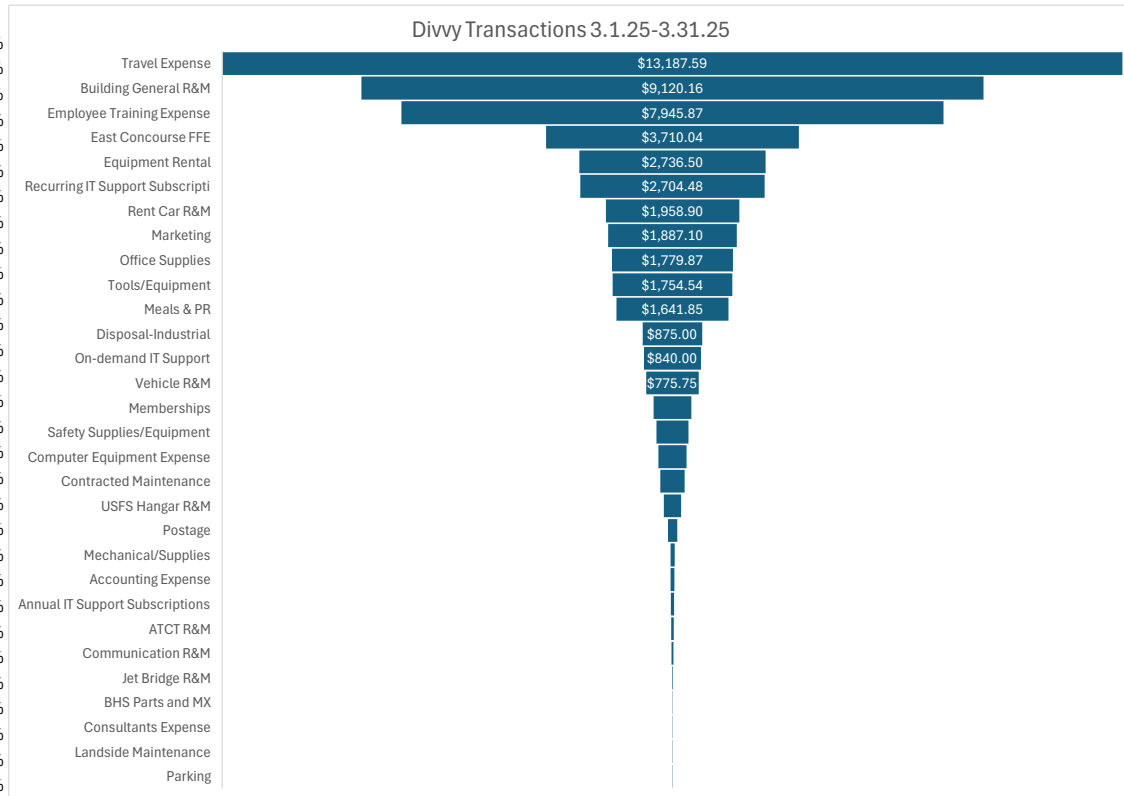
MORRISON MAIERLE	\$	6,152.99	
MURDOCHS	\$	995.07	
NAPA	\$	5,133.16	
NEW DEAL DEICING	\$	15,268.44	
Newman, Chris	\$	342.00	
NORCO INDUSTRIAL	\$	209.58	
NORTHWEST PART	\$	195.98	
NORTHWESTERN ENERGY	\$	61,126.89	
OFFICE SOLUTIONS & SERVICES	\$	45,977.68	
POMP'S TIRE-MISSOULA	\$	1,565.76	
REEP, BELL & JASPER, P.C.	\$	538.27	
REPUBLIC SERVICES	\$	2,690.58	
Rhoades IP	\$	3,148.75	
RISE VISION INC	\$	10,560.00	
RIISING FAST v	\$	38,175.00	
ROBSON HANDLING TECHNOLOGY	\$	9,026.02	
RUSSELL, KENT	\$	25.00	
SAFETY-KLEEN	\$	483.35	
SAPPHIRE RESOURCE CONNECTIONS	\$	747.00	
SIX ROBBLEES	\$	12.75	
SPECTRUM WINDOW CLEANING	\$	835.00	
SWEET PEA SEWER	\$	232.00	
TEAR IT UP	\$	111.40	
THERMAL SUPPLY	\$	511.67	
TRS Group Inc.	\$	177,564.17	*New Vendor - ARFF truck foam cleanout
UKG	\$	2,749.40	
VERIZON	\$	1,121.31	
VW ICE INC	\$	420.00	
WE DUST	\$	14,396.04	
Zootown LLC	\$	12,500.00	*New Vendor - 2025 Zootown Sponsorship

Grand Total	\$	748,575.41
--------------------	-----------	-------------------

*NEW Vendors

American Welding & Gas, Inc
 CONTROLTOUCH SYSTEMS, LLC
 Lavi Industries, LLC
 Montana Department of Transportation
 TRS Group Inc.
 Zootown LLC

Category name	Total	Percent of spend
Travel Expense	\$13,187.59	24.70%
Building General R&M	\$9,120.16	17.08%
Employee Training Expense	\$7,945.87	14.88%
East Concourse FFE	\$3,710.04	6.95%
Equipment Rental	\$2,736.50	5.13%
Recurring IT Support Subscripti	\$2,704.48	5.07%
Rent Car R&M	\$1,958.90	3.67%
Marketing	\$1,887.10	3.53%
Office Supplies	\$1,779.87	3.33%
Tools/Equipment	\$1,754.54	3.29%
Meals & PR	\$1,641.85	3.08%
Disposal-Industrial	\$875.00	1.64%
On-demand IT Support	\$840.00	1.57%
Vehicle R&M	\$775.75	1.45%
Memberships	\$555.45	1.04%
Safety Supplies/Equipment	\$475.68	0.89%
Computer Equipment Expense	\$414.05	0.78%
Contracted Maintenance	\$357.76	0.67%
USFS Hangar R&M	\$254.76	0.48%
Postage	\$140.66	0.26%
Mechanical/Supplies	\$64.99	0.12%
Accounting Expense	\$60.00	0.11%
Annual IT Support Subscriptions	\$49.45	0.09%
ATCT R&M	\$40.31	0.08%
Communication R&M	\$33.32	0.06%
Jet Bridge R&M	\$11.92	0.02%
BHS Parts and MX	\$7.49	0.01%
Consultants Expense	\$7.20	0.01%
Landside Maintenance	\$7.00	0.01%
Parking	\$2.00	0.00%



***Employee Training Expense Breakdown**

EMT recertification
Pesticide training manuals
ChatGPT for Everyday Use class
Food for PSO training day
Certus/TPC training

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 March 31, accounts receivable consisted of the following:

Trade	\$ 1,048,065
Advertising	20,814
Ground Handling	189,773
Grants	1,574,231
Advance Contract Refund	<u>50,842</u>
	<u>\$ 2,883,725</u>

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

	Balance July 1, 2024	Additions	Balance March 31, 2025
Construction in progress, east concourse:			
Phase 2	31,995,745	15,724,237	47,719,982
Phase 3	<u>1,054,428</u>	<u>3,584,692</u>	<u>4,639,120</u>
Total construction in progress east concourse	<u>33,050,173</u>	<u>19,308,929</u>	<u>52,359,102</u>
	Less related debt, series 2022		<u>(29,999,780)</u>
	Net investment in capital assets		<u>\$ 22,359,322</u>

Revenue and Expenses as a % of the Annual Budget

Revenues and expenses are currently 85% and 71% of the annual operating budget, respectively.

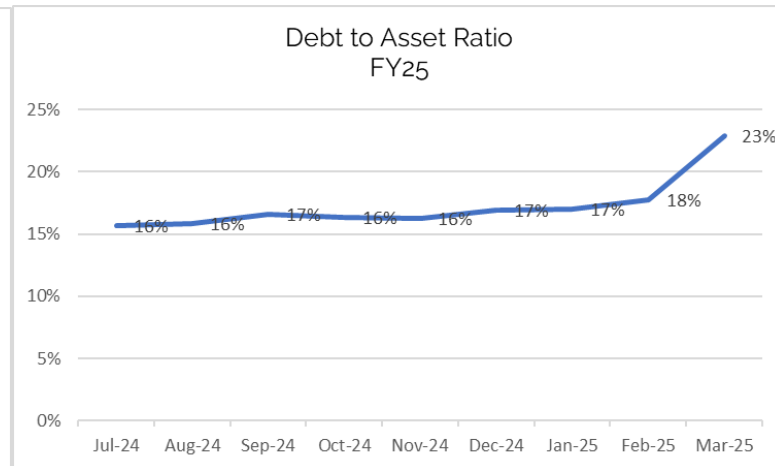
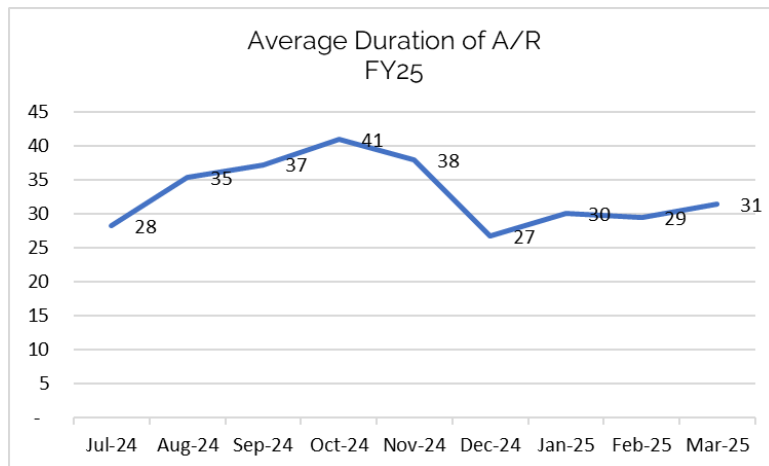
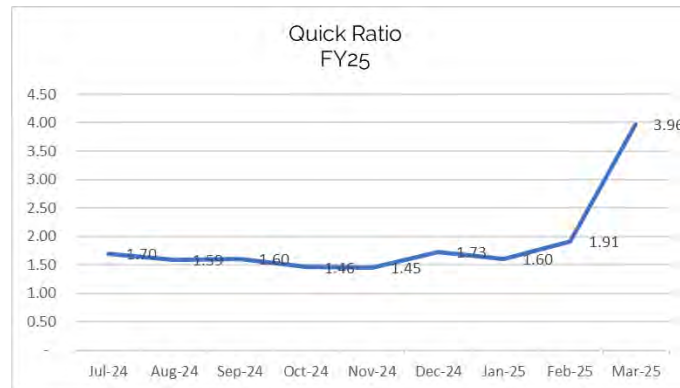
Cash Flow

MCAA had positive cash flows from operating, capital and related financing, noncapital financing, and investing activities.

Long-term Debt

MCAA recorded \$12.9M in debt proceeds during the month of March 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 March 31, 2025

	<u>Mar 31, 25</u>	<u>Mar 31, 24</u>
ASSETS		
Current Assets		
Checking/Savings		
10100 · Petty Cash	300.00	300.00
10500 · General Checking Acct	4,344,524.53	6,173,650.04
10511 · Project Checking Acct	5,000.00	5,000.00
10550 · USFS Account	160,467.82	290,296.16
10560 · Debt Service Account	331.90	331.66
10580 · CFC Account	321,975.10	321,686.10
10590 · STIP Terminal Reserve	26,054.49	24,796.19
10600 · STIP	946,092.16	900,400.72
10604 · Money Market Accounts	15,816,733.26	979,388.29
10700 · Payroll Checking	256,134.36	34,317.83
1071 · Bill.com Money In Clearing	1,270.59	951.82
10710 · Flex - FIB	12,669.96	5,997.93
1072 · Bill.com Money Out Clearing	-5,175.30	-1,973.30
10750 · PFC Cash at US BANK	1,949,618.06	1,061,316.93
Total Checking/Savings	<u>23,835,996.93</u>	<u>9,796,460.37</u>
Accounts Receivable		
10800 · Accounts Receivable	2,883,725.44	2,108,010.25
Total Accounts Receivable	<u>2,883,725.44</u>	<u>2,108,010.25</u>
Other Current Assets		
10900 · AvSec Fingerprinting Account	1,497.75	1,534.75
11200 · Grants Receivable	0.00	64,733.66
11500 · Pre-Paid Expenses	94,440.91	98,025.62
11600 · Prepaid Insurance	70,780.68	57,284.11
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
Total Other Current Assets	<u>1,866,464.97</u>	<u>2,608,856.43</u>
Total Current Assets	<u>28,586,187.34</u>	<u>14,513,327.05</u>
Fixed Assets		
13000 · Land	11,617,234.48	11,617,234.48
13100 · Land Improvements	16,368,644.98	16,368,644.98
13200 · Buildings- Terminal	69,087,568.09	69,087,568.09
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	7,713,528.78
14400 · Studies	1,925,406.96	1,925,406.96
14500 · Allowance for Depreciation	-109,047,878.21	-101,022,233.57
19400 · Construction in Progress	56,483,386.90	38,149,762.78
Total Fixed Assets	<u>169,472,519.85</u>	<u>148,529,414.58</u>
Other Assets		
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	311,056.59	725,452.83
19901 · GASB 96 Subscription Asset(s)	367,183.34	219,503.60
Total Other Assets	<u>2,393,735.25</u>	<u>4,010,444.21</u>
TOTAL ASSETS	<u>200,452,442.44</u>	<u>167,053,185.84</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20500 · Accounts Payable	467,677.32	227,367.18
20505 · Accounts Payable- Projects	5,045,251.56	3,114,592.21
Total Accounts Payable	<u>5,512,928.88</u>	<u>3,341,959.39</u>
Credit Cards	25,241.47	24,707.28
Other Current Liabilities		
20800 · Current Portion of L/T Debt	548,541.91	535,905.68
20805 · GASB 96 Short-term Subscription	70,730.08	20,856.12
20810 · GASB 96 Accrued Interest Liab.	6,226.79	5,343.14
20900 · Fed W/h Payable	341.30	341.30
21130 · Misc Deductions Payable	-184.32	-184.32
21300 · Valic Payable	-100.00	-100.00

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

	Mar 31, 25	Mar 31, 24
21400 · Workers' Comp Payable	0.00	2,202.92
21600 · Accrued Vacation/Sick Payable	709,202.72	649,066.51
21930 · FSB Notes Interest Payable	339,395.58	228,662.38
22140 · Advertising Deferred Revenue	7,500.00	7,500.00
24000 · Payroll Liabilities	-7,333.79	-5,670.94
Total Other Current Liabilities	1,674,320.27	1,443,922.79
Total Current Liabilities	7,212,490.62	4,810,589.46
Long Term Liabilities		
20502 · 2022 Note	29,999,779.74	8,170,279.74
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	1,754,220.03	1,463,481.81
25809 · GASB 96 Long-term Subscription	161,711.48	3,320.31
26010 · Pension Liability sum	4,406,660.00	3,772,163.00
26110 · Deferred Pension Inflows	199,506.00	358,401.00
26300 · Dererred Lease Inflow GASB 87	2,125,301.62	3,616,418.14
Total Long Term Liabilities	53,923,365.16	33,947,155.27
Total Liabilities	61,135,855.78	38,757,744.73
Equity	139,316,586.66	128,295,441.11
TOTAL LIABILITIES & EQUITY	200,452,442.44	167,053,185.84

Missoula County Airport Authority
Profit & Loss YTD Comparison
March 2025

	Mar 25	Mar 24
Ordinary Income/Expense		
Income		
30100 - Signatory Landing Fees	50,931.44	45,716.95
30200 - Non Sig Landing Fees	12,858.34	10,098.37
30210 - Cargo Landing Fees	5,543.49	6,560.83
30300 - Non-Based Landing Fees	10,854.00	5,054.24
30400 - Signatory Rent	41,875.63	40,606.66
30420 - Non-Sig Use Fees	17,996.00	13,764.40
30430 - Signatory Use Fee	60,224.90	51,260.22
30500 - Equipment/Space/Services	400.00	0.00
30507 - Advertising Income	28,218.00	18,408.00
30509 - Ground Handling	53,670.85	34,357.30
30600 - FBO Rentals	22,291.17	21,671.95
30800 - Fuel Flowage Fees	5,042.09	7,498.48
30900 - Fuel Farm Leases	379.67	369.12
31000 - Coffee Concession	782.79	966.20
31100 - Restaurant	16,526.88	10,799.02
31110 - Liquor Concessions	11,598.27	8,492.72
31300 - Rental Car %	78,363.46	71,012.32
31400 - Rent Car Rent	15,179.80	15,179.80
31600 - Rent Car Fuel	19,659.64	0.00
31900 - USFS Hangar Rent	0.00	20,810.46
32100 - Gift Shop Faber	19,563.26	16,512.20
32200 - Travel Agency	0.00	439.31
32400 - Parking Lot	400,658.66	307,982.62
32800 - Ag Land Leases	2,996.67	2,996.67
32900 - Non-Aeronautical Ground Rent	28,004.69	30,247.31
32910 - Aeronautical Ground Rent	8,465.47	7,512.19
33000 - Vending	2,134.64	1,854.25
33800 - Off Airport Rent Cars	849.92	641.14
34000 - Utilities Reimbursement	2,561.77	2,273.03
34200 - Miscellaneous Income	1,860.50	708.51
34300 - Ground Transport	5,049.13	4,494.48
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	345.00	0.00
85100 - Badging Fees Collected	3,831.00	2,363.00
Total Income	930,208.79	772,202.91
Gross Profit	930,208.79	772,202.91
Expense		
40100 - Wages	362,159.44	289,138.21
40330 - Overtime Wages	1,874.31	9,417.05
40600 - Fringe Benefits Expense	127,962.55	109,247.56
40800 - Legal Services	3,148.75	3,400.75
41200 - Insurance Expense	23,593.55	19,212.69
41300 - Accounting Expense	60.00	1,099.83
41400 - Phone Charges	3,434.48	3,477.88
41800 - Communication R&M	33.32	6,748.99
42000 - Office Supplies	3,956.60	4,671.75
42100 - Computer Equipment Expense	946.05	4,758.46
42200 - Electricity/Gas Expense	57,606.86	46,341.30
42400 - Water Expense	5,071.15	4,754.72
42500 - Sewer Expense	2,810.98	1,053.79
42600 - Disposal Expense	2,970.56	2,970.58
42800 - Disposal-Industrial	1,358.35	0.00
43000 - Petroleum Products Expense	2,360.92	5,172.67
43400 - Vehicle R&M	5,389.96	9,605.98
43600 - Equipment Rental	2,736.50	0.00
43800 - Tools/Equipment	3,597.67	4,515.89
44000 - Landscaping Expense	0.00	1,643.32
44100 - Custodial Services	46,845.00	41,280.00
44200 - Contracted Maintenance	29,495.96	31,253.95
44302 - Jet Bridge R&M	11.92	0.00
44400 - Electric Maintenance	0.00	1,793.73
44600 - Plumbing Expense	3,320.28	453.56
44800 - Mechanical/Supplies	576.66	0.00
45000 - Building General R&M	23,454.60	1,214.78
45104 - Rent Car R&M	4,129.42	6,256.44
45105 - ATCT R&M	40.31	488.93
45106 - USFS Hangar R&M	6,629.76	453.82
45107 - BHS Parts and MX	7.49	864.12
45203 - Airfield Maintenance	7,929.92	26,417.35
45400 - Landside Maintenance	941.91	18.93

Missoula County Airport Authority
Profit & Loss YTD Comparison
March 2025

	Mar 25	Mar 24
45600 · Airfield Lighting R&M	333.60	2,014.78
46000 · Custodial Supplies	5,742.56	5,989.05
46400 · Uniform Expense	1,295.39	2,883.02
46600 · Employee Training Expense	10,373.51	5,169.16
46800 · Travel Expense	13,615.21	22,238.55
47000 · Memberships	4,313.14	1,085.00
47200 · Safety Supplies/Equipment	2,853.66	998.02
47303 · Wildlife Mitigation	575.20	0.00
47400 · Meals & PR	1,609.45	1,426.02
47501 · Marketing	10,836.68	33,372.05
47600 · Consultants Expense	4,207.20	6,183.66
47605 · Landing Fee Commission Expense	2,170.80	1,010.85
47707 · Display Expenses	1,920.00	7,491.20
49100 · Fingerprint/STA Charges	-525.00	1,850.00
49200 · Petro Cleanup (MT Petro Board)	345.00	0.00
49203 · Badging / Compliance Contracts	575.00	0.00
49204 · Employee Screening	4,160.00	0.00
49205 · Annual IT Support Subscriptions	10,784.20	0.00
49206 · On-demand IT Support	2,506.67	0.00
49207 · Recurring IT Support Subscripti	2,704.48	125.00
49208 · Rental Car Fuel	18,597.27	7,673.23
49209 · ISS CCURE/accesscontrol/camera	736.32	0.00
49300 · Parking	2.00	0.00
80600 · Miscellaneous Expense	0.00	310.00
80611 · BANK Charges	-16.00	-65.22
80625 · TPA – EE benefits and Payroll	4,895.01	1,457.50
80650 · Finance Charges	298.65	130.99
80810 · Bad Debt - non based	599.00	0.00
89610 · Misc.- ATCT	0.00	194.25
Total Expense	839,964.23	739,264.14
Net Ordinary Income	90,244.56	32,938.77
Other Income/Expense		
Other Income		
31500 · CFCs	55,180.00	51,292.00
70200 · Interest Income-Unrestricted	30,757.64	6,706.89
70400 · Project Restricted Interest	40.21	33.48
89010 · Federal Programs		
89000 · Airport Improvement Grants	1,574,231.46	1,089,071.01
89500 · PFC Contributions	173,094.81	152,684.62
Total 89010 · Federal Programs	1,747,326.27	1,241,755.63
Total Other Income	1,833,304.12	1,299,788.00
Other Expense		
80140 · Note 2019A Interest Expense	43,562.36	45,085.96
80145 · Note 2019 B Interest Expense	6,216.11	7,588.23
80150 · Note 2022 Interest Expense	91,166.06	24,262.47
80300 · Depreciation	682,596.73	659,022.82
Total Other Expense	823,541.26	735,959.48
Net Other Income	1,009,762.86	563,828.52
Net Income	1,100,007.42	596,767.29

Missoula County Airport Authority
Profit & Loss Budget Performance
March 2025

	Mar 25	Budget	Jul '24 - Mar 25	YTD Budget	Annual Budget	
Ordinary Income/Expense						
Income						
30100 · Signatory Landing Fees	50,931	48,049	524,212	464,404	649,346	81%
30200 · Non Sig Landing Fees	12,858	12,045	173,992	186,785	274,281	63%
30210 · Cargo Landing Fees	5,543	5,141	52,499	42,873	53,736	98%
30220 · Charter Landing Fees	0		0	0	0	-
30300 · Non-Based Landing Fees	10,854	6,215	189,270	160,665	187,849	101%
30400 · Signatory Rent	41,876	41,876	376,881	376,884	502,512	75%
30410 · Non-Sig Turn Fees	0		0	0	0	-
30420 · Non-Sig Use Fees	17,996	17,560	238,829	266,419	363,852	66%
30430 · Signatory Use Fee	60,225	54,409	627,829	561,217	759,424	83%
30500 · Equipment/Space/Services	400		3,200			-
30507 · Advertising Income	28,218	16,494	183,743	161,248	225,000	82%
30509 · Ground Handling	53,671	45,475	750,122	727,490	1,060,001	71%
30600 · FBO Rentals	22,291	22,722	200,621	206,832	274,998	73%
30800 · Fuel Flowage Fees	5,042	7,240	66,546	86,796	105,001	63%
30900 · Fuel Farm Leases	380	375	3,417	3,375	4,500	76%
31000 · Coffee Concession	783	960	8,750	7,941	11,250	78%
31100 · Restaurant	16,527	9,584	157,420	104,143	150,002	105%
31110 · Liquor Concessions	11,598	8,882	118,924	106,967	150,000	79%
31300 · Rental Car %	78,363	69,634	1,949,723	1,584,843	2,100,000	93%
31400 · Rent Car Rent	15,180	13,750	136,618	123,750	165,000	83%
31600 · Rent Car Fuel	19,660	21,439	312,020	272,274	358,030	87%
31900 · USFS Hangar Rent	0	21,252	166,596	191,268	255,024	65%
32100 · Gift Shop Faber	19,563	17,371	249,687	234,875	325,001	77%
32200 · Travel Agency	0		879	0	0	-
32400 · Parking Lot	400,659	331,364	3,266,527	2,517,689	3,600,001	91%
32800 · Ag Land Leases	2,997	3,083	26,970	27,747	36,996	73%
32900 · Non-Aeronautical Ground Rent	28,005	29,600	278,160	266,400	355,200	78%
32910 · Aeronautical Ground Rent	8,465	7,673	92,505	84,394	109,999	84%
33000 · Vending	2,135	1,016	26,234	11,522	15,999	164%
33800 · Off Airport Rent Cars	850	683	37,266	27,186	40,001	93%
34000 · Utilities Reimbursement	2,562	2,785	26,976	26,236	35,005	77%
34200 · Miscellaneous Income	1,861	469	145,300	36,942	40,001	363%
34300 · Ground Transport	5,049	4,652	127,550	136,042	175,000	73%
34500 · Glycol Disposal	0	0	0	0	15,000	0%
42700 · Drain Pumping Fee	260	260	2,340	2,340	3,120	75%
81402 · TSA LEO Reimbursement	0		0	0	0	-
81403 · TSA Checkpoint OTA	1,232	1,250	11,085	11,250	15,000	74%
85000 · Petro Fund Reimbursement	345		7,296			-
85100 · Badging Fees Collected	3,831	2,196	15,050	13,190	15,000	100%
Total Income	930,210	825,504	10,555,037	9,031,987	12,431,129	85%
Gross Profit	930,210	825,504	10,555,037	9,031,987	12,431,129	85%
Expense						
40100 · Wages	362,159	281,622	3,212,377	2,881,116	4,129,178	78%
40330 · Overtime Wages	1,874	10,972	76,375	56,517	90,000	85%
40600 · Fringe Benefits Expense	127,963	131,097	1,153,412	1,214,943	1,710,519	67%
40800 · Legal Services	3,149	4,454	7,031	22,430	29,999	23%
41200 · Insurance Expense	23,594	25,185	188,518	224,894	300,000	63%
41300 · Accounting Expense	60	1,066	82,971	81,086	83,951	99%
41400 · Phone Charges	3,434	3,595	31,008	34,965	45,499	68%

Missoula County Airport Authority
Profit & Loss Budget Performance
March 2025

	Mar 25	Budget	Jul '24 - Mar 25	YTD Budget	Annual Budget	
41600 · Phone R&M	0		0	0	0	-
41800 · Communication R&M	33	9,258	20,065	19,806	21,395	94%
42000 · Office Supplies	3,957	3,509	42,693	29,554	36,449	117%
42100 · Computer Equipment Expense	946	1,427	72,739	35,974	38,952	187%
42200 · Electricity/Gas Expense	57,607	49,203	443,575	456,312	614,999	72%
42400 · Water Expense	5,071	5,450	51,474	51,440	72,001	71%
42500 · Sewer Expense	2,811	1,585	24,790	36,293	43,990	56%
42600 · Disposal Expense	2,971	3,044	26,352	30,867	39,999	66%
42800 · Disposal-Industrial	1,358	0	2,603	4,891	6,476	40%
43000 · Petroleum Products Expense	2,361	6,615	74,317	87,120	115,212	65%
43400 · Vehicle R&M	5,390	11,244	64,541	77,891	106,264	61%
43600 · Equipment Rental	2,737	0	3,065	2,625	2,625	117%
43800 · Tools/Equipment	3,598	5,934	40,524	55,831	79,863	51%
44000 · Landscaping Expense	0	906	548	1,160	12,924	4%
44100 · Custodial Services	46,845	43,537	368,436	398,493	530,000	70%
44200 · Contracted Maintenance	29,496	18,207	126,018	126,051	168,317	75%
44302 · Jet Bridge R&M	12	0	2,035	17,317	17,501	12%
44400 · Electric Maintenance	0	2,431	8,348	10,586	12,000	70%
44600 · Plumbing Expense	3,320	984	8,175	4,034	11,999	68%
44800 · Mechanical/Supplies	577	0	6,824	22,987	25,000	27%
45000 · Building General R&M	23,455	533	40,017	18,504	24,999	160%
45104 · Rent Car R&M	4,129	1,553	43,965	11,987	14,998	293%
45105 · ATCT R&M	40	329	2,483	457	5,000	50%
45106 · USFS Hangar R&M	6,630	169	7,692	2,783	5,001	154%
45107 · BHS Parts and MX	7	963	12,939	74,971	75,000	17%
45203 · Airfield Maintenance	7,930	22,133	13,249	57,929	58,885	22%
45400 · Landside Maintenance	942	7	6,986	24,768	29,000	24%
45600 · Airfield Lighting R&M	334	1,354	2,001	15,319	15,900	13%
45703 · Fog Abatement	0	0	773	3,240	3,240	24%
45800 · Snow & Ice Removal	0	0	143,169	282,079	282,079	51%
46000 · Custodial Supplies	5,743	4,174	60,884	55,476	70,002	87%
46400 · Uniform Expense	1,295	3,923	48,586	45,628	59,580	82%
46600 · Employee Training Expense	10,374	8,236	40,411	99,073	128,843	31%
46800 · Travel Expense	13,615	25,594	74,515	77,512	146,003	51%
47000 · Memberships	4,313	1,320	36,747	38,713	43,196	85%
47200 · Safety Supplies/Equipment	2,854	1,202	20,772	25,330	44,172	47%
47303 · Wildlife Mitigation	575	667	2,545	6,003	8,004	32%
47400 · Meals & PR	1,609	1,572	27,310	29,203	38,303	71%
47501 · Marketing	10,837	49,149	160,623	234,516	300,001	54%
47600 · Consultants Expense	4,207	22,002	18,295	70,566	123,449	15%
47605 · Landing Fee Commission Expense	2,171	1,158	33,091	29,934	34,998	95%
47707 · Display Expenses	1,920	1,275	1,920	2,500	2,500	77%
47717 · VIC Expenses	0	125	0	1,125	1,500	0%
49100 · Fingerprint/STA Charges	(525)		(525)			-
49200 · Petro Cleanup (MT Petro Board)	345		7,296			-
49202 · Badging Expenses	0	433	1,992	3,897	5,196	38%
49203 · Badging / Compliance Contracts	575	2,150	51,175	19,350	25,800	198%
49204 · Employee Screening	4,160	4,167	25,472	37,503	50,004	51%
49205 · Annual IT Support Subscriptions	10,784	3,833	41,267	34,497	45,996	90%
49206 · On-demand IT Support	2,507	4,167	29,326	37,503	50,004	59%
49207 · Recurring IT Support Subscripti	2,704	3,229	24,692	29,061	38,748	64%

Missoula County Airport Authority
Profit & Loss Budget Performance
March 2025

	Mar 25	Budget	Jul '24 - Mar 25	YTD Budget	Annual Budget	
49208 · Rental Car Fuel	18,597	20,741	314,151	265,078	350,310	90%
49209 · ISS CCURE/accesscontrol/camera	736	4,583	736	41,247	54,996	1%
49300 · Parking	2		857			-
66900 · Reconciliation Discrepancies	0		393			-
80600 · Miscellaneous Expense	0	99	2,961	697	602	492%
80611 · BANK Charges	(16)	(330)	(977)	2,692	2,999	-33%
80625 · TPA – EE benefits and Payroll	4,895	2,458	25,295	22,122	29,496	86%
80650 · Finance Charges	299		2,037			-
80810 · Bad Debt - non based	599		3,326			-
89610 · Misc.- ATCT	0		215			-
Total Expense	839,965	814,293	7,467,476	7,686,446	10,513,916	71%
Net Ordinary Income	90,245	11,211	3,087,561	1,345,541	1,917,213	
Net Income	90,245	11,211	3,087,561	1,345,541	1,917,213	

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

	July - Mar 25	July - Mar 24	\$ DIFF.	% DIFF.	July - Mar 25 % of Gross	July - Mar 24 % of Gross	Change
Passenger Airline Aeronautical Revenue:							
Passenger airline landing fees (signatory & non-signatory), net air incentives	\$ 698,204	\$ 598,465	\$ 99,739	17%	7%	7%	-1%
Terminal arrival fees, rents and utilities, net air incentives	1,243,539	1,103,031	140,508	13%	12%	13%	-1%
Total	1,941,743	1,701,496	240,247	14%	18%	20%	-2%
Non-Passenger Aeronautical Revenue:							
Landing Fees from Cargo	52,499	54,710	(2,211)	-4%	0%	1%	0%
Landing Fees GA, Military & USFS	189,270	130,659	58,611	45%	2%	2%	0%
FBO revenue; contract or sponsor-operated	204,038	200,596	3,441	2%	2%	2%	0%
Cargo and hangar rentals (USFS hanger & aeronautical ground rent)	259,101	269,896	(10,795)	-4%	2%	3%	-1%
Fuel sales and fuel flowage fees	378,566	89,893	288,673	321%	4%	1%	3%
Security Reimbursements from Fed govt.	11,085	94,894	(83,810)	-88%	0%	1%	-1%
Other non-passenger operating revenue (ground handling)	750,122	549,634	200,488	36%	7%	7%	1%
Total	1,844,681	1,390,282	454,398	33%	17%	17%	1%
Non-Aeronautical Revenue:							
Land and non-terminal facility leases and revenues (ag lease & non-aeronautical ground rent)	308,330	297,905	10,425	3%	3%	4%	-1%
Terminal-food and beverage	285,094	227,617	57,477	25%	3%	3%	0%
Terminal-retail stores & duty free	249,687	223,262	26,425	12%	2%	3%	0%
Terminal-services and other (advertising, vending, other)	210,855	204,950	5,906	3%	2%	2%	0%
Rental cars-excludes customer facility charges	2,123,607	1,778,347	345,260	19%	20%	21%	-1%
Parking	3,266,527	2,340,040	926,487	40%	31%	28%	3%
Other (flight crew parking, badging, utilities reimbursement, other)	196,962	88,464	108,498	123%	2%	1%	1%
Ground transportation	127,550	131,422	(3,872)	-3%	1%	2%	0%
Total	6,768,612	5,292,006	1,476,606	28%	64%	63%	1%
Total Operating Revenue	\$ 10,555,036	\$ 8,383,784	\$ 2,171,251	26%	100%	100%	
Operating Expenses							
Personnel compensation and benefits	\$ 4,438,920	\$ 3,904,088	\$ 534,832	14%	59.44%	56.90%	3%
Communications and utilities	579,802	564,289	15,513	3%	7.76%	8.22%	0%
Supplies and materials	1,087,562	1,129,905	(42,343)	-4%	14.56%	16.47%	-2%
Contractual services	1,172,674	1,091,529	81,145	7%	15.70%	15.91%	0%
Insurance, claims and settlements	188,518	171,564	16,954	10%	2.52%	2.50%	0%
Total Operating Expenses	\$ 7,467,476	\$ 6,861,375	\$ 606,101	9%	100%	100%	
Net Operating Income	\$ 3,087,560	\$ 1,522,409	\$ 1,565,151				

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

	<u>31-Mar</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from customers	\$ 735,964
Cash paid to suppliers	(385,921)
Cash paid to employees and employee benefits	<u>(501,313)</u>
Net cash flows from operating activities	<u>(151,270)</u>
 CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments for capital assets	(2,593,054)
Proceeds on long-term debt	12,924,500
Federal contributions	1,211,383
Subsequent collections of capital contributions	<u>71,243</u>
Net cash flows from capital and related financing activities	<u>11,614,071</u>
 CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Insurance Recovery	-
Customer facility charges	55,180
Passenger facility charges	<u>173,095</u>
Net cash flows from noncapital financing activities	<u>228,275</u>
 CASH FLOWS FROM INVESTING ACTIVITIES	
Interest and investment revenue	<u>30,799</u>
Net cash flows from investing activities	<u>30,799</u>
 Net change in cash and investments	11,721,875
 Cash and investments, beginning of February, 2025	<u>12,114,122</u>
 Cash and investments, end of February, 2025	<u>\$ 23,835,997</u>

	<u>31-Mar</u>
RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH FLOWS FROM OPERATING ACTIVITIES	
Income from operations	\$ 90,245
Adjustments to reconcile loss from operations to net cash flows from operating activities:	
Change in receivables and other assets	(191,744)
Change in prepaid expenses	15,461
Change in unearned revenue, advance payment, and deferred inflows	(4,724)
Change in accounts payable and accrued expenses	<u>(60,507)</u>
Total adjustments	<u>(241,514)</u>
Net cash flows from operating activities	<u>\$ (151,270)</u>

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

FY 2025	Balance June 30, 2024	Proceeds from Borrowing	Payments	Balance March 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>19,128,500</u>	<u>-</u>	<u>29,999,780</u>
	<u>\$ 27,105,578</u>	<u>\$ 19,128,500</u>	<u>\$ (409,570)</u>	<u>\$ 45,824,508</u>

Note payable activity for the month ended March 31, 2025:	Amount
Proceeds from Borrowing	\$ 12,924,500
Payments	\$ -

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
April 25, 2025**

Director's Statement: March ended with an increase of 15.3% more enplaned passengers as compared to March of 2024. This is our 14th month in a row with monthly increases and the 11th month in a row exceeding our previous monthly records. Across the United States, March ended at 99.7% of 2024 so we continue to surpass national numbers. We should have one more month of nearly double digit increases before things settle into last year's record setting numbers.

We are still planning a ribbon cutting for our terminal Phase 2 opening on Thursday, May 15th. We will be reaching out to our many partners and the media to show off and open our facility. This will be the second piece that will be delivered ahead of schedule and below budget! Progress continues inside and out as we rush to the finish line. As mentioned last month, we will have lots of infill work to be completed this summer.

- Our second Alaska Airline daily flight to Portland OR also starts on May 15th along with a 4th daily Seattle flight.
- Allegiant restarts Mondays & Fridays MSO-SNA on May 19th.
- United restarts both MSO-ORD and MSO-SFO on May 22nd.
- Frontier restarts MSO-DEN on May 30th—Fridays and Mondays.
- The rest of our Seasonal service restarts in June.
- American's daily service to ORD and LAX on June 5th, with both Chicago and Dallas as double daily service.
- Allegiants Friday & Monday MSO-OAK service on June 13th.
- Alaska's Saturday frequency to SAN on June 14th.
- Sun Country MSO-MSP, Wednesday & Saturdays on June 25th.

A reminder that the installation of our 4th TSA Security Checkpoint Lane, which we have been lobbying hard for the past few years, will take place the week of June 9th before our summer peak.

Board Agenda: Numerous items this month!

- On Airport Rental Car Concession and Lease Agreements
- Agreement for Voice Over IP Services
- Second Addendum to Food and Beverage Lease Agreement with Faber, Coe and Gregg
- Resolution Setting Ground Rent for Aviation Leases
- Pre-Approval and Acceptance of Airport Improvement Program Grant AIP-091, AIP-092 & AIP-093
- Bid Award for Economy Lot Expansion
- Marrison-Maierle Task Order #69 – Runway Construction Management
- Marrison-Maierle Task Order #70 – Economy Lot Construction Management

Misc:

We were notified by the State of Montana DEQ that we were awarded an Electric Bag Tractor through their grant program—congrats to Dan Neuman who worked on that grant application! An award letter is attached for your review.

We received and accepted our Small Community Air Service Grant from the Department of Transportation last week. We will now start to potentially secure winter service to Chicago, at this point we are not sure if it will start this winter season or need to wait for the following season based on timing of the grant.

Congratulations to Cameron Gillespie, our newest Public Safety Officer, he graduated from the Montana Law Enforcement Academy on April 18th. He will have several follow-up months of onsite training to complete, but we are looking forward to having him out and about in our terminal and airfield.

Real ID starts May 7th. Nationally, TSA is working on a transition plan to hopefully make the transition go smoothly. We are expecting a little gridlock on the morning of the 7th as Delta has compressed their morning departures to both Salt Lake City and Minneapolis to 0540 and 0545 respectively. That is then followed closely by both United and Alaska departures. We will have some extra staff that morning to monitor and hopefully help the situation. We will be hosting a TSA spokesperson on May 5th for a media event to discuss the transition.

Knowing the strides we've made to address the needs of sensory sensitive travelers; MSO was invited to take part in a new research project sponsored by the Airport Cooperative Research Program (ACRP) to better understand the challenges and best practice solutions for meeting the needs of the industry. Two researchers from a global design firm called Gensler came here on April 8th to understand our passenger experience. A key component of the research is a focus group to learn from the first-hand experience of employees that deliver key services to passengers. Several of our employees participated in a focus group to help guide them in their research paper that will provide an industry best practices template.

I traveled to Washington DC on Wednesday March 26th to attend an AAAE/ACI Legislative Conference. As part of that trip, the Bozeman Airport Director and I meet with Senator Sheehy and Senator Daines' staff to discuss our top needs, which went well. It was a very good conference and time well spent.



REQUEST FOR PROPOSALS REQUEST FOR DOCUMENTS NOTICE

April 17, 2025

Dan F. Neuman
Missoula County Airport Authority
2552 West Broadway Street
Missoula, MT 59808
dneuman@flymissoula.com

Dear Mr. Neuman,

The State of Montana completed its evaluation of Request for Proposal DEQ-RFP2025-0185 for Clean Busses, Trucks and Airport Equipment Call for Applications. A copy of the final scoring summary for all proposals received is posted with the Notice of Intent to award to the closed event on [State Of Montana](#). We are pleased to inform you the State intends to award funding to the following application(s) submitted by your firm. *This Notice, however, does not constitute the final award or contract, and you may not proceed with any purchase until your firm receives a fully executed contract from this office.*

Award:

Electric Bag Checker replacing 1993 Clark Tractor G3 Model CT50

At the direction and approval of the procurement officer, you may be contacted by Neal Ullman to discuss contract language and other details; otherwise, all communication will remain through the procurement officer as the single point of contact.

According to the terms and conditions of the Request for Proposal, we are requesting the following types of certifications of insurance and additional information.

- ✓ **Proof of compliance with the Workers' Compensation Act** in the form of a Certificate of Insurance for Workers' Compensation insurance coverage, a Certificate of Independent Contractor Exemption, or proof of any other exemption allowed under the Act.

All insurances must be valid for the entire contract period. Insurance certificates, including coverage renewals or changes, must be emailed to Rebecca.gregg@mt.gov. *A contract will not be executed until all of these documents have been received and verified for compliance with the contract terms.*

The Certificate Holder for the Certificates of Insurance must read:

State of Montana
Dept. of Environmental Quality
1520 E. 6th Avenue.
Helena, MT 59601

Failure to supply all the required documents listed above to the Department of Environmental Quality

Procurement Officer within 10 working days from the date of this notice may result in the selection of another offeror.

Sincerely,

Rebecca Gregg

Rebecca Gregg
Contracts Officer

Cc: Solicitation File

Neal Ullman

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: April 29, 2025

1. **TITLE:** Rental Car Concessions Agreements and Award of the final Rental Car Suite 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 rental car concession agreements were entered into in September 2019 and will expire June 30th, 2025. A Request for Proposals was published on January 10th, 2025, with submissions required to be received by February 10, 2025. The airport received a total of four proposals, one of which was found to be unresponsive due to failing to meet the Minimum Annual Guarantee (MAG) requirements of the RFP.

At its January 2025 meeting, the Board awarded one Rental Car Suite to each of the three successful respondents which included Enterprise RAC Company of Montana/Wyoming, LLC (Enterprise, Alamo, National), Avis Budget Car Rental (Avis, Budget), LLC and Overland West Inc. (Hertz, Thrifty). MCAA staff then released Notice of a Limited Offering for the fourth and final Rental Car Suite. This Notice was sent to the three successful RFP respondents for the opportunity to operate out of a second Rental Car Suite which would provide additional counter/office/queuing area, a second QTA bay, and additional parking. We received one response to the Limited Offering from Enterprise. Their bid is attached to this Agenda Action Sheet.

With the allocation of all four Rental Car Suite to successful respondents, MCAA staff are prepared to enter into the "On Airport Rental Car Concession and Lease Agreements" with Enterprise, Avis Budget, and Overland West. The agreements are for a term of five years at the following rates:

- Enterprise RAC: Two Rental Car Suites for an averaged cost of \$50.50 per sq. ft. per year for 2,686 sq. ft., first year Minimum Annual Guarantee of \$500,000, two QTA bays, and a base number of 160 parking spaces.
- Avis Budget: One Rental Car Suite for \$55.00 per sq. ft. per year for 1,427 sq. ft., first year Minimum Annual Guarantee of \$250,000, one QTA bay, and a base number of 80 parking spaces.
- Overland West: One Rental Car Suite for \$45.00 per sq. ft. per year for 1,478 sq. ft., first year Minimum Annual Guarantee of \$250,000, one QTA bay, and a base number of 80 parking spaces.

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:**
 - Enterprise Submission for the fourth rental car suite
 - On Airport Rental Car Concession and Lease Agreements with Enterprise, Avis Budget and Overland West
7. **RECOMMENDED MOTION:** Move to award the fourth Rental Car Suite to Enterprise RAC and approve the On Airport Rental Car Concession and Lease Agreements with Enterprise RAC, Avis Budget and Overland West.
8. **PREPARED BY:** Juniper Davis, Legal Counsel

**ON AIRPORT RENTAL CAR CONCESSION
AND LEASE AGREEMENT**

THIS ON AIRPORT RENTAL CAR CONCESSION AND LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between MISSOULA COUNTY AIRPORT AUTHORITY ("Authority"), a municipal airport authority created pursuant to Montana law, and Avis Budget Car Rental, LLC, ("Concessionaire"), a Limited Liability Company 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 January 10, 2025, the Authority advertised a Request for Proposals for car rental concessions at the Airport and subsequently issued addenda and questions and answers regarding the Request for Proposal, (together "RFP");
3. The Concessionaire submitted a timely response to the RFP and is qualified and willing to provide car rental services at 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 Authority Board of Commissioners at its regular meeting on February 25, 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:

**ARTICLE 1
TERM**

- 1.1 The term of the Agreement shall commence on July 1, 2025 ("Effective Date") and continue for a term of 5 years, terminating at 11:59 p.m., on June 30, 2030, unless terminated sooner pursuant to the provisions of this Agreement. The Effective Date may be amended upon mutual agreement of the Authority and Concessionaire if conditions require. Amendment of the Effective Date shall be in writing and signed by both parties.
- 1.2 With the Authority's consent, if Concessionaire shall hold possession of the Leased Premises, the Authority 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 ensure 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.

ARTICLE 2 PRIVILEGES AND PREMISES

- 2.1 Concessionaire is granted the non-exclusive right to conduct and operate a high-quality rental car concession at the Airport from the Leased Premises. All the provisions of the RFP and Concessionaire's response to the RFP are hereby incorporated into and made a part of this Agreement.
- 2.2 Concessionaire is granted the exclusive use of a customer service counter area, office, and customer queue area ("Rental Car Suite").
- 2.3 Concessionaire shall be provided with parking spaces in the designated parking area adjacent to the terminal building ("Ready Return Area"). During the term of this Agreement, Concessionaire shall receive a base number of 80 parking spaces. In the first year of this agreement, Concessionaire shall receive an additional 20 parking spaces for a total of 100 parking spaces

On an annual basis in years 2 to 5 of this Agreement, Concessionaire shall be eligible to receive additional surplus parking spaces beyond its base number of 80. The number of surplus parking spaces shall be identified on an annual basis by the Airport and will be distributed among current rental car concessionaires based on the prior year's rental car concessionaire market share.

No maintenance or service of vehicles shall be performed in the Ready Return Area, or anywhere on airport property, without written approval of the Airport Director.

- 2.4 If Concessionaire desires additional overflow parking, a separate agreement must be entered into with the Authority and such an agreement will not be unreasonably withheld by the Authority, subject to availability of space.
- 2.5 Concessionaire will not conduct nor transact rental car business at any other place on airport property without the written permission of the Airport Director.
- 2.6 Concessionaire shall have use of the Quick Turn Around building ("QTA") consisting of one dedicated prep bay of approximately 2500 square feet and the shared use of an automatic car wash unit of approximately 1400 square feet. In addition, Concessionaire is granted the non-exclusive use of the fueling facility adjacent to the QTA which consists of one gasoline storage tank and four (4) gasoline dispensers. One meter or fuel management system will be provided by the Authority. Monitoring and tracking gasoline use will be the obligation of the Concessionaire. The use and maintenance of the said storage tank and dispensers shall be in common with other tenants of the QTA. Concessionaire agrees to hold the Authority harmless for any damage caused by the intentional or negligent actions of the Concessionaire or its employees or agents. The facilities described in this section are collectively referred to as the "Service Facilities." The usage of the Service Facilities shall be limited to Concessionaire's on-site rental automobiles only.

- 2.7 The Rental Car Suite, Ready Return Area and the Service Facilities are collectively referred to as the “Leased Premises”.
- 2.8 The Authority agrees that it will not expand the number of Rental Car Suites within the terminal building beyond the four Rental Car Suites in existence at the time of this Agreement nor will the Authority directly contract with or lease to any other on-airport car rental concessionaire, licensee or agent space upon the Airport during the term of this Agreement. For purposes of this restriction, an on-airport car rental concessionaire shall be defined as a person, business, corporation, or other entity conducting an on-airport car rental operation within the terminal building from an assigned Rental Car Suite under a Rental Car Concession Lease Agreement and having assigned and designated automobile stalls. It shall not include off-airport car rental businesses.

ARTICLE 3 PAYMENTS

- 3.1 For each Concession Year during this Agreement, as consideration of the right and privilege to do business at the Airport, the Concessionaire agrees to pay to the Authority, as a Concession Fee, ten percent (10%) of its annual Gross Receipts, as hereinafter defined, or the Minimum Annual Guarantee (“MAG”), whichever is greater (“Concession Fee”). For purposes of this Agreement, a Concession Year is defined as each consecutive twelve (12) month period commencing July 1 and ending June 30 of the following calendar year where the first Concession Year commences on July 1, 2025. Each Concession Year under this Agreement covers the following periods:

	Begins	Ends
Concession Year 1	July 1, 2025	June 30, 2026
Concession Year 2	July 1, 2026	June 30, 2027
Concession Year 3	July 1, 2027	June 30, 2028
Concession Year 4	July 1, 2028	June 30, 2029
Concession Year 5	July 1, 2029	June 30, 2030

- 3.2 The Minimum Annual Guarantee for each Concession Year during the term of this Agreement shall be as follows:

	Minimum Annual Guarantee
Concession Year 1	\$250,000
Concession Year 2	85% of Concession Fee paid in Year 1
Concession Year 3	85% of Concession Fee paid in Year 2
Concession Year 4	85% of Concession Fee paid in Year 3
Concession Year 5	85% of Concession Fee paid in Year 4

- 3.3 “Gross receipts,” as used throughout the Agreement, means all charges which are received by Concessionaire from its customers, unless specifically excluded herein. The following items are specifically excluded from the definition of “Gross Receipts”:
- a. The Customer Facility Charge, as defined below.
 - b. Any sums received for any federal, state, county or municipal sales or other similar taxes which are separately stated and collected from Concessionaire’s customers.
 - c. Any sums received due to damage to automobiles or Concessionaire’s property, or due to loss, conversion, or abandonment of such automobiles.
 - d. Any sums paid by Concessionaire’s customers, which are separately billed as consideration for Concessionaire’s waiver of its right to collect from the customer for damage to the automobile rented. These charges are commonly known as loss damage waivers or collision damage waivers.
 - e. Any sums received as a refueling reimbursement when the customer is obligated by contract to refuel.
 - f. Any sums received as an “inter-city” fee collected from customer. This fee is commonly known as a one way or drop fee.
 - g. Vehicle License Recovery Fee.
- 3.4 Starting on the 15th day of the second month of this agreement and continuing in each successive month for the term of this Agreement, Concessionaire shall pay the Authority ten percent (10%) of the Concessionaire’s Gross Receipts for the prior month. At the end of each Concession Year of this Agreement, the Concessionaire shall produce the necessary reports, as described in Section 4.2, to determine if the ten percent (10%) of annual Gross Receipts paid is less than or greater than that Concession Year’s MAG. Pursuant to Section 3.1 of this agreement, if the Concession Year MAG is greater than the ten percent (10%) of the annual Gross Receipts paid to the Authority, the Concessionaire shall remit the amount due to the Authority no later than September 1st following the end of the Concession Year. In the event that Concessionaire has paid the Authority more than the amount it owes pursuant to section 3.1 of this Agreement, the Authority shall either reimburse Concessionaire for such excess payment or shall apply such excess payment as a credit against Concessionaire’s account.
- 3.5 Concessionaire agrees to conduct its business practices and to deal with its customers with fairness and integrity. In this regard, it is expected that Concessionaire will include in its charges to customers all of its costs, expenses and profits. However, Concessionaire agrees that if the Concession Fee is listed as a separate charge in any of the Concessionaire’s advertised rates or rental agreements, such separate charge shall be disclosed to the customer at the time of reservation and again at the time of the actual rental. Furthermore, if the Concession Fee is charged, it must be charged to all customers in a fair and consistent manner. Such a fee shall be disclosed and shall not be listed as a surcharge or tax.
- 3.6 Concessionaire shall pay to the Authority the additional sum of \$55.00 per square foot per year for the use of 1,427 square feet of Rental Car Suite area.
- 3.7 Concessionaire shall pay to The Authority the sum of \$1,600.00 per month for the use of the Service Facilities.

- 3.8 Concessionaire shall pay to The Authority the sum of \$34.00 per month per space for the Ready Stalls.
- 3.9 The Authority acknowledges that, due to the seasonal nature of rental car operations at MSO, Concessionaire may require additional space for parking and storage of rental cars on a short-term basis. As such, the Authority and Concessionaire may negotiate for such space on an as needed basis.
- 3.10 Concessionaire shall collect from each Customer and remit to The Authority a Customer Facility Charge equal to the sum of \$5.00 per contract day. The Customer Facility Charges collected will be reported to the Authority separately from other fees on a monthly basis. The Authority retains the right to increase the CFC by Board Resolution. The Authority agrees to provide Concessionaire with specific notice of the proposed increase and an opportunity to submit comments on the proposed increase at least 60 days prior to Board consideration of the Resolution, unless the parties agree to waive notice.
- 3.11 Concessionaire shall pay all fees due under this Agreement on or before the 15th of each month. The first payment shall be comprised of all set fees and rents, except the Concession Fee and CFC which will be calculated and due in the second month based on the first month of rental car activity. All payments made under this Agreement will be sent to the Authority at the address set forth in this Agreement, or to whatever other person and/or address the Authority designates in writing.
- 3.12 Concessionaire shall pay a 10% late charge for each rent payment that is more than fifteen (15) 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.
- 3.13 Concessionaire is responsible for paying for all utilities and services furnished to its exclusive and shared space in the QTA and fueling facility during the term of this Agreement, including but not limited to electric, gas, water, sewer, garbage, alarm, telephone, and janitorial. For any utility or service for which Concessionaire is the contracting client, Concessionaire shall be responsible for payment prior to their delinquency date of all charges for utilities and services.

The Authority contracts with NorthWestern Energy for electric and gas services at the QTA and fueling facility. The Authority will bill the Concessionaire for electricity and gas based on the Concessionaire's market share of the total rental car fleet at the Airport. The water bill is due and payable on or before the first day of the month following billing.

The Authority contracts with the City of Missoula for all water and sewer services supplied to the Airport. To facilitate the allocation of the water and sewer billing, water meters have been installed at the QTA. The Authority will bill Concessionaire for the water based on this meter reading and based on the Concessionaire's market share of the total rental car fleet at the Airport. The water bill is due and payable on or before the first day of the month following billing.

The Authority contracts with a fuel supplier to provide fuel at the fueling facility. The Concessionaire shall provide meter readings from the assigned meter at the fueling facility to the Authority on the 20th day of each calendar month. The Authority will bill Concessionaire based on the average weighted cost of fuel used plus a fuel flowage fee of \$.07 per gallon for the period then ended. The fuel bill is due and payable on or before the first day of the month following billing. The Authority retains the right to increase the fuel flowage fee by Board Resolution during the term of this Agreement. The Authority agrees to provide Concessionaire with specific notice of the proposed increase and an opportunity to submit comments on the proposed increase at least 60 days prior to Board consideration of the Resolution, unless the parties agree to waive notice.

- 3.14 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.
- 3.15 At the end of a Concession Year, if there was a reduction in available airline seats exceeding 25% of the prior Concession Year, the MAG for the Concession Year just ending will be suspended.

ARTICLE 4 STATEMENTS, BOOKS AND RECORDS

- 4.1 On or before the 15th day of each calendar month, Concessionaire shall submit to The Authority a statement of its Gross Receipts during the preceding month of its operations at the Airport. Each statement shall be signed by a responsible accounting officer of Concessionaire. Concessionaire shall keep full and accurate books and records showing all of its said Gross Receipts pertaining to operations at the Airport, and The Authority shall have the right, through its representatives, and at all reasonable times to inspect such books and records. Concessionaire hereby agrees that all such records and instruments will be made available to The Authority for at least a four (4) year period.
- 4.2 Before August 15th of every year of this Agreement and the year of termination of the Agreement, Concessionaire shall submit to the Authority 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 the Authority. This statement shall be for the purpose of corroborating the monthly statements and ensuring that the annual rent and fees have been received. If there is a balance due, Concessionaire shall pay that amount, without invoice, by September 1st. Annual statements by Concessionaire under these provisions shall be accurate and satisfactory in scope to the Authority and shall be in such form and style and shall contain such details and breakdown as the Authority may reasonably require. Late charges as set forth in subsection (f) above shall apply to any unpaid Rent due under this subsection.
- 4.3 Concessionaire shall keep, throughout the term of this Agreement, all books of accounts and records customarily used in this type of operation, in accordance with Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or

any successor agency thereto. Such books of accounts and records shall be retained and be available for three years following the expiration or termination of this Agreement. Concessionaire shall maintain a record of each vehicle rental agreement written at the Airport, including a copy of each original agreement signed by Concessionaire's customer. Accountability for the numerical sequence of contracts issued and unissued shall be maintained. Accounting records of Concessionaire shall be stored sequentially, or in such other manner approved by the Authority, to provide reasonable and expeditious access for audit purposes. Failure to maintain books of accounts and records as required hereunder shall be deemed to be a material breach of this Agreement. The obligations arising under this section 4.3 shall survive the termination of this Agreement.

ARTICLE 5 INSEPCION AND AUDIT

- 5.1 The Authority shall be entitled, after 3 business days' notice, through the Authority'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. The Authority 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 the Authority for the same period, Concessionaire agrees to pay to the Authority immediately any deficiency owed to the Authority, 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, the Authority shall pay the fees and costs of the audit.

ARTICLE 6 USE OF PREMISES

- 6.1 Concessionaire expressly acknowledges and agrees that it shall not be entitled to substitute, modify, or add to the Brands of rental car service companies being marketed or operated from the Leased Premises during the Lease Term. The Brand(s) permitted to be marketed or operated from the Leased Premised shall be Avis and Budget. In the event Concessionaire markets or operates more than one (1) Brands of rental car service companies from the Leased Premises, Concessionaire shall provide a separate statement of gross revenues for each Brand as required under Article 4 above.
- 6.2 Concessionaire shall use the Leased Premises solely to provide an automobile rental service at the Airport and for the purpose of arranging automobile rental services for incoming/outgoing passengers using the Airport. Concessionaire shall use the entire Leased Premises solely for the conduct of said service in a first-class manner continuously during the entire term of this Agreement, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or for other reasons beyond Concessionaire's reasonable control.
- 6.3 Concessionaire's use of the Leased Premises and all of Concessionaire's operations on Airport property are subject to the provisions of the Airport's Primary Guiding Documents as

the same may be amended from time to time by the Airport. Concessionaire is bound by and subject to the provisions of the Primary Guiding Documents.

6.4 The Authority 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 Premises, 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 Premises or any part thereof as will not unreasonably interfere with Concessionaire's operations under this Agreement and to enter upon the Leased Premises for any and all such purposes. The Authority 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 Premises as the Authority 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 Concessionaire and without interference or hindrance from Concessionaire.
- d. 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 Premises 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 Authority provided for herein shall be exercised so as to interfere unreasonably with the Concessionaire's operations under this Agreement.
 - ii. The Authority agrees to consult with Concessionaire concerning construction activities which may impact Concessionaire's operations.
 - iii. The Authority agrees that any right as set forth herein shall not be exercised unless a prior written notice is given to Concessionaire.
 - iv. The Authority agrees that it will cause the surface of the Leased Premises to be restored to its previous condition upon the completion of any required construction.

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 Concessionaire to use portions of the Airport outside the Leased Premises are non-exclusive.

ARTICLE 7

CONCESSIONAIRE IMPROVEMENTS

- 7.1 Prior to beginning any construction on or alteration to the Leased Premises, including changing the color of any structures, detailed plans and specifications for such work shall be submitted to the Authority and approved by the Authority in writing. The Authority retains sole discretion over the grant or denial of approval for any construction on or alterations to the Leased Premises.
- 7.2 Prior to beginning any approved construction on or alteration to the Leased Premises, Concessionaire must obtain all building permits, construction permits, or licenses applicable to the project.
- 7.3 Upon completion of any work by Concessionaire, Concessionaire shall submit to the Authority a written certification from a licensed architect that the work has been completed in compliance with the plans and specifications and in compliance with applicable laws and regulations, including building, fire, and safety codes. Concessionaire shall also provide the Authority with "as-constructed" or "as-built" plans and specifications in both hard copy and electronic format.
- 7.4 Construction and installation of improvements shall be at the sole expense of the Concessionaire.
- 7.5 Title to all improvements constructed, installed on, or attached to the premises shall pass to the Authority at the time of installation or construction. Title to all trade fixtures and equipment and all expendable equipment, provided at the expense of the Concessionaire, shall at all times during the term of this Agreement retain in Concessionaire.
- 7.6 Concessionaire agrees to keep the Leased Premises free of construction liens or other similar liens and encumbrances. Concessionaire agrees to indemnify and hold the Authority harmless from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any such work done, labor performed or materials furnished, including attorney fees, expenses and costs. This paragraph does not prohibit Concessionaire from granting consensual mortgages and/or liens on its' leasehold interest and any structures or building placed on the Leased Premises, provided Concessionaire obtains the Authority's prior written approval for such liens, which approval shall not be unreasonably withheld provided that the Authority's rights and interests are adequately protected and not subordinated, reduced and/or diminished as a result of the approval of the lien or encumbrance.

ARTICLE 8 PERFORMANCE BOND

- 8.1 At the time of the execution of this Agreement, the Concessionaire shall execute and deliver to the Authority a satisfactory performance bond with approved corporate surety in a sum equal to 30% of the Concession Year MAG to guarantee faithful performance of the provisions of the Agreement. The bond shall be renewed October 1 of each year during the term of this Agreement.

ARTICLE 9
ADDITIONAL OBLIGATIONS OF CONCESSIONAIRE

- 9.1 Concessionaire shall furnish prompt and efficient rental car service which is adequate to meet all reasonable demands for automobile rental service at the Airport. Rental automobiles will be maintained in good operating order, free from known mechanical defects, and in a clean, neat, and attractive condition, inside and out.
- 9.2 The facilities to be provided by the Concessionaire shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands of the public.
- 9.3 Concessionaire shall require its personnel who deal with the public to be neat, clean, and courteous. Concessionaire shall not permit its agents, servants, or employees to conduct business in a loud, noisy, or boisterous manner. Concessionaire may not solicit business outside the space assigned, except through the use of signs constructed and maintained in accordance with directions of the Authority.
- 9.4 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 the Authority, which may be applicable to its operations at the Airport which are in effect now or as may apply in the future.
- 9.5 Concessionaire will meet all expenses in connection with the use of the Leased Premises and the rights and privileges hereby granted, including, without limitation, taxes, permit fees, license fees, and it will secure all required permits and licenses.
- 9.6 The Authority, acting in a reasonable manner, will be the sole and final judge of the quality and adequacy of service provided by the Concessionaire. In the event the Authority shall determine that the Concessionaire has failed to comply with the requirements for quality and adequacy of service, it shall give the Concessionaire written notice of such determination. Such notice shall be deemed a Notice of Default and shall be subject to the provisions of Article 16 herein.
- 9.7 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: the Leased Premises; any fixtures, equipment or other property constructed on the Leased Premises or used in Concessionaire's operations; Concessionaire's use of the Leased Premises; and/or Concessionaire's operations on or from the Leased Premises. If requested in writing by the Authority, Concessionaire shall provide proof of payment of all such taxes and assessments.
- 9.8 In the event the Authority 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 the Authority harmless from any and all fines or penalties charged

against the Authority by reason of Concessionaire's violation of any laws, ordinances, governmental rules, regulations or standards.

ARTICLE 10 MAINTENANCE

- 10.1 Except as specifically provided elsewhere in this Agreement, Concessionaire is obligated, without cost to the Authority, to maintain the Leased Premises and every part thereof in good order, repair, and safe operating condition. The Concessionaire shall maintain and repair all improvements on the Leased Premises, including furnishings, fixtures, equipment, and floor coverings. All such maintenance, repairs and replacements shall be of a quality of material and workmanship equal to the original.
- 10.2 Concessionaire agrees to keep the Leased Premises in a neat, clean and orderly condition including, but not limited to, the prevention of accumulation of any trash, debris, refuse or waste materials. The long-term storage of materials/supplies, equipment, parts and packing materials and all other support items in the public view is prohibited without the Authority's prior written approval.
- 10.3 The Authority shall be responsible for maintenance of the Service Facilities, except that Concessionaire shall maintain and repair its own furnishings and equipment used in conjunction with its exclusive space in the QTA. Any repairs necessitated by damages caused by Concessionaire over and above normal wear and tear will be borne by Concessionaire. In the event of damage or destruction to the QTA or any of its equipment and no specific Car Rental Concessionaire can be identified as the cause of the damage, the Authority reserves the right to charge the cost of any such repairs equally to all the Car Rental Concessionaires, including Concessionaire.
- 10.4 The Authority, or its authorized agents may, at all reasonable times without notice, enter upon the Leased Premises to determine if satisfactory repair, maintenance, and/or cleaning is being performed. Should the repair, maintenance, and/or cleaning not meet the reasonable standards of the Authority, the Authority will notify Concessionaire in writing. If correction of the deficiency is not commenced by Concessionaire within ten days, or in the case of cleaning violations within 24 hours, after receipt of written notice, the Authority or its agents shall have the right to enter upon the Leased Premises and perform the necessary work. The Authority may charge the cost of any such work to Concessionaire. The Authority shall be the sole judge of the quality and timeliness of repair, maintenance and/or cleaning. For safety related deficiencies, a reasonable time means immediate commencement of the work necessary to correct the deficiency and diligently pursuing the correction to completion. For non-safety related items, a reasonable time means correction of the deficiency within ten (10) days after the date of the written notice. If the nature of the deficiency is such that it cannot be completed with ten (10) days, then Concessionaire must commence the corrective work within the ten (10) days and diligently pursue the work to completion.
- 10.5 In addition to the rights of inspection set forth elsewhere in this Agreement, the Authority's representative shall have the right, after written notice, to inspect the Leased Premises to determine if Concessionaire is in compliance with the provisions of this Agreement. Concessionaire's representative may accompany the Authority's representative on all inspections.

ARTICLE 11
HAZARDOUS SUBSTANCES - POLLUTION LIABILITY

- 11.1 For purposes of the 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, 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.
- 11.2 Concessionaire warrants and covenants that during the term of the Agreement it will not produce, handle, store, release, or dispose of hazardous substances on the Leased Premises except as expressly authorized in the Agreement or by prior written permission from the Authority. The phrase "expressly authorized in the Agreement" means Concessionaire's use of substances such as fuel, oil, lubricants, cleaning solvents or other similar such substances used in the ordinary course of Concessionaire's business on the Leased Premises provided such use is in strict compliance with the Agreement and all applicable environmental and safety laws, rules and regulations. Failure of Concessionaire to abide by the terms of this paragraph may be restrained by injunction, in addition to any other remedies available to the Authority.
- 11.3 Concessionaire will give written notice to the Authority before storing, using, or disposing of any hazardous substances on the Leased Premises. 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 Concessionaire. If the Authority objects to the storage, use, or disposal of a hazardous substance on the Leased Premises, it may demand that Concessionaire refrain from or cease the activity objected to, and may demand that Concessionaire take any appropriate steps to remove the hazardous substance from the Leased Premises. The failure of the Concessionaire to notify the Authority of the storage, use, or disposal of a hazardous substance on the Leased Premises, or the failure of the Concessionaire to comply with any demand of the Authority with respect to hazardous substances, will constitute an event of default under the Agreement.
- 11.4 Any approved and authorized hazardous substances on the Leased Premises will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances. The Authority has the right to inspect the Leased Premises, 24 hours after giving written notice to the Concessionaire, to determine if the Concessionaire is storing, using, or disposing of any hazardous substances, and if so whether the Concessionaire is doing so properly.
- 11.5 Concessionaire must immediately notify the Authority of any fuel spills, breaches of any nature of any environmental laws or regulations, disposal or release of hazardous substance in the Leased Premises, any discovery of hazardous substances in the Leased Premises, 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 Premises may have occurred. Concessionaire will promptly deliver to the Authority 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 Concessionaire to the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Leased Premises or the operations being conducted on the Leased Premises.

- 11.6 To the full extent permitted by applicable law, Concessionaire will defend, indemnify, and hold the Authority 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 Premises caused by or arising from the fault, conduct, act, omission and/or negligence of Concessionaire and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the Concessionaire shall continue for as long as the Concessionaire remains responsible for any spills, discharges, or releases of hazardous substances.
- 11.7 Upon expiration or termination of the Agreement, the Concessionaire will remove, to the satisfaction of the Authority, all hazardous substances released or deposited on the Leased Premises, including in the soil and groundwater, by Concessionaire and/or its employees, agents, contractors, guests and/or invitees.
- 11.8 If Concessionaire fails to comply with any applicable environmental laws, regulations or rules, the Authority, in addition to its rights and remedies to enter the Leased Premises and improvements, may take necessary measures to ensure compliance with environmental requirements all at Concessionaire's expense.
- 11.9 The provisions of this Article 11 shall survive any expiration or termination of the Agreement.

ARTICLE 12 RELOCATION

- 12.1 It is agreed that the Authority may require the relocation of any of the facilities of the Concessionaire, or the substitution of other premises for any of the premises hereby demised, in the event the Authority determines that such relocation is necessary for the orderly expansion and development of the airport facilities. In the event of such relocation, the Authority will designate as comparable a location as possible, with Authority bearing relocation costs for comparable facilities provided, however, that the Authority shall not be liable for any damages for any loss of business or income resulting from such relocation.

ARTICLE 13 INDEMNITY AND INSURANCE

- 13.1 It is specifically understood and agreed that Concessionaire is engaged in an independent business enterprise using the Leased Premises and Concessionaire is responsible for its own acts and omissions.
- 13.2 As further consideration for the use of the Leased Premises, Concessionaire agrees to indemnify, defend and hold harmless the Authority and its officers, agents, and employees

harmless from and against any and all claims, demands, loss or liability, damages, attorney fees, and legal costs incurred of any kind or nature which the Authority, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Concessionaire, its officers, agents or employees in its operations at the Airport. the Authority agrees to indemnify, defend and hold harmless Concessionaire and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability, damages, attorney fees, and legal costs incurred 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 the Authority, its officers, agents or employees in the use of the Airport.

- 13.3 Concessionaire shall promptly, after the execution of this Agreement but prior to beginning operations hereunder, secure commercial general liability insurance, including contractual liability coverage, with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around the Leased Premises, 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 the Authority as an additional insured.
- 13.4 Concessionaire shall further obtain and maintain, during the term of this Agreement, comprehensive automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit, for bodily injury and property damage. Said policy must cover vehicles owned by the Concessionaire as well as hired and non-owned vehicles, and shall name the Authority as an additional insured.
- 13.5 Concessionaire shall obtain an Umbrella Liability Policy with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence, providing excess coverage over the required general liability, automobile liability, and employer's liability policies.
- 13.6 Concessionaire shall obtain any additional 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.
- 13.7 Concessionaire shall obtain any other insurance that is customarily required for the type of business activity conducted by the Concessionaire and that the Authority may request in writing that the Concessionaire obtain.
- 13.8 Concessionaire and the Authority each agree to waive any right of recovery against the other party for loss or damage covered by insurance, to the extent that such waiver does not invalidate the insurance coverage.
- 13.9 Concessionaire shall maintain Workers' Compensation benefits and employers' liability insurance in the amount of and form required in accordance with applicable law.
- 13.10 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. The Authority has the right to review and approve all insurance policies and

endorsement to confirm compliance with the requirements in this Agreement. At the commencement of this Agreement, Concessionaire shall deliver to the Authority 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 the Authority. Concessionaire shall provide the Authority with renewal certificates of insurance no later than thirty (30) days prior to the expiration of any required policy. The Authority reserves the right to request and review full copies of any insurance policies, including endorsements, upon request. 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.

- 13.11 The Authority shall not be liable for damage caused by water, steam, sewage, gas, bursting or leaking pipes or plumbing, or electrical causes, or the negligence of contractors, or licensees of the Authority, unless the damage is proven to be the proximate result of negligence on the part of the Authority, its agents or employees.
- 13.12 It is agreed that if the Leased Premises or contents thereof should be damaged or destroyed by an insured peril, then, and to the extent allowed without invalidating such insurance, neither party shall have any liability to the other, nor to any insurer of the other for or in respect of such damage or destruction, unless such damage or destruction is proximately caused by the negligence of one of the parties.

ARTICLE 14 SIGN CONTROL

- 14.1 The Authority reserves the right to control and regulate all advertising signs on the Airport. The Concessionaire shall submit plans and obtain the approval of the Authority before erecting, installing, or operating any sign or similar advertising device on the Leased Premises or any part of the Airport.

ARTICLE 15 ASSIGNMENT AND ENCUMBRANCES

- 15.1 Concessionaire shall not assign, transfer, or sublease the whole or any part of this Agreement or the premises, or rights and privileges granted herein, without first having obtained the written consent of the Authority.
- 15.2 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 the Authority.

ARTICLE 16 INSPECTION

- 16.1 Concessionaire shall allow The Authority's authorized representatives access to the Leased Premises at all reasonable hours for any purpose necessary, incidental, or connected with

the performance of the Authority's obligations hereunder or in the exercise of its governmental functions.

ARTICLE 17 DEFAULT

- 17.1 The following events constitute a default by Concessionaire:
- a. If the Concessionaire should default in or fail to make payments at the times and in the amounts as required under this Agreement;
 - b. If the Concessionaire should fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Montana, the County of Missoula, and the Missoula County Airport Authority; or
 - c. If the Concessionaire should breach or fail to perform any of the other terms, covenants, or conditions of this Agreement or fail to keep in force any of the required insurance policies.
- 17.2 Upon default by Concessionaire in performance of any of the terms or conditions of this Agreement, the Authority shall provide notice in writing specifying the nature of said default and demanding that such default be cured or corrected ("Notice of Default"). If the default is not corrected within 30 days of the date of the Notice of Default, the Authority may terminate this Agreement by issuing a Notice of Termination. If the Authority issues a Notice of Termination, the Concessionaire shall have three (3) days from receipt of the notice to vacate the Leased Premises. Three days after the issuance of a Notice of Termination, the Authority shall re-enter and take possession of the premises. In such an event the Concessionaire agrees to pay all costs, including a reasonable attorney fee, incurred by the Authority as a result of such a default.
- 17.3 In the event the Concessionaire shall file a petition in bankruptcy or be adjudged bankrupt or insolvent by a court or make any assignment for the benefit of creditors, the Authority may, at its option, immediately terminate this Agreement without regard to curative time periods.
- 17.4 If the Concessionaire should abandon and discontinue the operation of its automobile rental business at the Airport for a continuous period of fifteen (15) days, except when such abandonment and cessation is due to fire, earthquake, governmental action, strike or other causes beyond the Concessionaire's reasonable control, this Agreement may, at the Authority's sole option, be immediately terminated.
- 17.5 The rights and remedies herein granted to the Authority shall be in addition to any other rights and remedies to which the Authority is by law entitled and not in lieu thereof.
- 17.6 In the event of a default in payment by Concessionaire, the Authority shall have the right to require an audit of Concessionaire's books as provided in Section 4.1, provided however, the expense of said audit shall be borne by Concessionaire.
- 17.7 If an event of default occurs and the Authority sends a notice of default to Concessionaire, Concessionaire must pay the Authority \$300 per notice to reimburse the Authority 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.

ARTICLE 18 TERMINATION BY CONCESSIONAIRE

- 18.1 Concessionaire may terminate this Agreement: (1) In the event of permanent abandonment of the Airport as an airport terminal serving scheduled airlines; (2) Lawful assumption by the United States Government or any authorized agency thereof of the operation, control of the use of the Airport or any substantial part or parts thereof in such manner as to substantially restrict Concessionaire for a period of at least ninety days (90) days from operating thereon; (3) The issuance by a court of competent jurisdiction of any injunction which in any way prevents or restrains the use of the Airport for a period of at least ninety (90) days; or (4) Failure by the Authority to remedy a default in the performance of any provision of this Agreement for a period of sixty (60) days after written demand from Concessionaire to remedy the same.

ARTICLE 19 SUCCESSORS AND ASSIGNS

- 19.1 All the covenants, stipulations and agreements herein shall extend to and bind the legal representatives, successors and assigns of the parties to this Agreement.

ARTICLE 20 NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

- 20.1 No person shall be discriminated against in the use of the Leased Premises by reason of race, religion, color, sex, age, political ideas, marital status, physical or mental handicap, creed, or national origin.
- 20.2 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.
- 20.3 The Concessionaire shall comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation, and as these regulations may be amended.
- 20.4 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.

- 20.5 Reporting: Each year, no later than ninety (90) days following September 30th, Concessionaire shall provide the Authority with the following information:
- The name and address of each certified ACDBE with which it has done business during the past year.
 - A description of the nature of the services performed by and/or items purchased from each firm named.
 - The dollar value of each transaction.
 - Total dollar value for goods and services in categories identified by the Authority.

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

- 20.6 Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event of such noncompliance, the Authority shall have the right to terminate this Agreement and the estate created without liability therefor or at the election of the Authority or the United States either or both shall have the right to judicially enforce said provisions.
- 20.7 ACDBE Goal Adjustment: The parties acknowledge that the ACDBE goal applicable to this Agreement is based on the most recent FAA-approved goal at the time of execution. If the Airport receives FAA approval for a new ACDBE goal during the term of this Agreement, the Airport reserves the right to adjust the ACDBE participation requirements accordingly.

ARTICLE 21 NOTICE

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

The Authority:
Brian Ellestad
Airport Director
Missoula International Airport
5225 Highway 10 West
Missoula, MT 59808
bellestad@flymissoula.com

Concessionaire:
Avis Budget Car Rental, LLC
379 Interpace Parkway
Parsippany, NJ 07054
Attention: Properties Dept.
Jeffrey.Luna@avisbudget.com

Copy to:
Avis Budget Car Rental, LLC
Director - Properties
513 Eccles Avenue

ARTICLE 22
MISCELLANEOUS

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 The failure of the Authority 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
- 22.5 In performance of its duties under this Agreement, the Authority and Concessionaire both are and shall remain, independent entities. No provision of this Agreement shall be construed to make either party, its officers, agents, contract consultants, or employees individually or collectively, employees of, or partners or joint venturers with the other. Further, each party is responsible for the acts and omissions connected with the work and persons directly or indirectly employed including their subconsultants and their employees.
- 22.6 Concessionaire shall be responsible for all employer contributions for Worker's Compensation and other insurance programs and withholdings required by state and federal law.
- 22.7 This Agreement represents the entire agreement of the parties and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
- 22.8 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.
- 22.9 The parties represent and warrant that each has taken all official, company or corporate

action necessary to authorize the execution and performance of this Agreement.

22.10 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.

22.11 Time is of the essence in this Agreement.

22.12 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2025.

Missoula County Airport Authority

Avis Budget Rental Car, LLC

Brian Ellestad
Airport Director

Jeffrey Luna
Vice President

**ON AIRPORT RENTAL CAR CONCESSION
AND LEASE AGREEMENT**

THIS ON AIRPORT RENTAL CAR CONCESSION AND LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between MISSOULA COUNTY AIRPORT AUTHORITY ("Authority"), a municipal airport authority created pursuant to Montana law, and Overland West, Inc., ("Concessionaire"), an Incorporated Company 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 January 10, 2025, the Authority advertised a Request for Proposals for car rental concessions at the Airport and subsequently issued addenda and questions and answers regarding the Request for Proposal, (together "RFP");
3. The Concessionaire submitted a timely response to the RFP and is qualified and willing to provide car rental services at 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 Authority Board of Commissioners at its regular meeting on February 25, 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:

**ARTICLE 1
TERM**

- 1.1 The term of the Agreement shall commence on July 1, 2025 ("Effective Date") and continue for a term of 5 years, terminating at 11:59 p.m., on June 30, 2030, unless terminated sooner pursuant to the provisions of this Agreement. The Effective Date may be amended upon mutual agreement of the Authority and Concessionaire if conditions require. Amendment of the Effective Date shall be in writing and signed by both parties.
- 1.2 With the Authority's consent, if Concessionaire shall hold possession of the Leased Premises, the Authority 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 ensure 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.

ARTICLE 2 PRIVILEGES AND PREMISES

- 2.1 Concessionaire is granted the non-exclusive right to conduct and operate a high-quality rental car concession at the Airport from the Leased Premises. All the provisions of the RFP and Concessionaire's response to the RFP are hereby incorporated into and made a part of this Agreement.
- 2.2 Concessionaire is granted the exclusive use of a customer service counter area, office, and customer queue area ("Rental Car Suite").
- 2.3 Concessionaire shall be provided with parking spaces in the designated parking area adjacent to the terminal building ("Ready Return Area"). During the term of this Agreement, Concessionaire shall receive a base number of 80 parking spaces.

On an annual basis in years 2 to 5 of this Agreement, Concessionaire shall be eligible to receive additional surplus parking spaces beyond its base number of 80. The number of surplus parking spaces shall be identified on an annual basis by the Airport and will be distributed among current rental car concessionaires based on the prior year's rental car concessionaire market share.

No maintenance or service of vehicles shall be performed in the Ready Return Area, or anywhere on airport property, without written approval of the Airport Director.

- 2.4 If Concessionaire desires additional overflow parking, a separate agreement must be entered into with the Authority and such an agreement will not be unreasonably withheld by the Authority, subject to availability of space.
- 2.5 Concessionaire will not conduct nor transact rental car business at any other place on airport property without the written permission of the Airport Director.
- 2.6 Concessionaire shall have use of the Quick Turn Around building ("QTA") consisting of one dedicated prep bay of approximately 2500 square feet and the shared use of an automatic car wash unit of approximately 1400 square feet. In addition, Concessionaire is granted the non-exclusive use of the fueling facility adjacent to the QTA which consists of one gasoline storage tank and four (4) gasoline dispensers. One meter or fuel management system will be provided by the Authority. Monitoring and tracking gasoline use will be the obligation of the Concessionaire. The use and maintenance of the said storage tank and dispensers shall be in common with other tenants of the QTA. Concessionaire agrees to hold the Authority harmless for any damage caused by the intentional or negligent actions of the Concessionaire or its employees or agents. The facilities described in this section are collectively referred to as the "Service Facilities." The usage of the Service Facilities shall be limited to Concessionaire's on-site rental automobiles only.

- 2.7 The Rental Car Suite, Ready Return Area and the Service Facilities are collectively referred to as the “Leased Premises”.
- 2.8 The Authority agrees that it will not expand the number of Rental Car Suites within the terminal building beyond the four Rental Car Suites in existence at the time of this Agreement nor will the Authority directly contract with or lease to any other on-airport car rental concessionaire, licensee or agent space upon the Airport during the term of this Agreement. For purposes of this restriction, an on-airport car rental concessionaire shall be defined as a person, business, corporation, or other entity conducting an on-airport car rental operation within the terminal building from an assigned Rental Car Suite under a Rental Car Concession Lease Agreement and having assigned and designated automobile stalls. It shall not include off-airport car rental businesses.

ARTICLE 3 PAYMENTS

- 3.1 For each Concession Year during this Agreement, as consideration of the right and privilege to do business at the Airport, the Concessionaire agrees to pay to the Authority, as a Concession Fee, ten percent (10%) of its annual Gross Receipts, as hereinafter defined, or the Minimum Annual Guarantee (“MAG”), whichever is greater (“Concession Fee”). For purposes of this Agreement, a Concession Year is defined as each consecutive twelve (12) month period commencing July 1 and ending June 30 of the following calendar year where the first Concession Year commences on July 1, 2025. Each Concession Year under this Agreement covers the following periods:

	Begins	Ends
Concession Year 1	July 1, 2025	June 30, 2026
Concession Year 2	July 1, 2026	June 30, 2027
Concession Year 3	July 1, 2027	June 30, 2028
Concession Year 4	July 1, 2028	June 30, 2029
Concession Year 5	July 1, 2029	June 30, 2030

- 3.2 The Minimum Annual Guarantee for each Concession Year during the term of this Agreement shall be as follows:

	Minimum Annual Guarantee
Concession Year 1	\$250,000
Concession Year 2	85% of Concession Fee paid in Year 1
Concession Year 3	85% of Concession Fee paid in Year 2
Concession Year 4	85% of Concession Fee paid in Year 3
Concession Year 5	85% of Concession Fee paid in Year 4

- 3.3 “Gross receipts,” as used throughout the Agreement, means all charges which are received by Concessionaire from its customers, unless specifically excluded herein. The following items are specifically excluded from the definition of “Gross Receipts”:

- a. The Customer Facility Charge, as defined below.
 - b. Any sums received for any federal, state, county or municipal sales or other similar taxes which are separately stated and collected from Concessionaire's customers.
 - c. Any sums received due to damage to automobiles or Concessionaire's property, or due to loss, conversion, or abandonment of such automobiles.
 - d. Any sums paid by Concessionaire's customers, which are separately billed as consideration for Concessionaire's waiver of its right to collect from the customer for damage to the automobile rented. These charges are commonly known as loss damage waivers or collision damage waivers.
 - e. Any sums received as a refueling reimbursement when the customer is obligated by contract to refuel.
 - f. Any sums received as an "inter-city" fee collected from customer. This fee is commonly known as a one way or drop fee.
 - g. Vehicle License Recovery Fee.
- 3.4 Starting on the 15th day of the second month of this agreement and continuing in each successive month for the term of this Agreement, Concessionaire shall pay the Authority ten percent (10%) of the Concessionaire's Gross Receipts for the prior month. At the end of each Concession Year of this Agreement, the Concessionaire shall produce the necessary reports, as described in Section 4.2, to determine if the ten percent (10%) of annual Gross Receipts paid is less than or greater than that Concession Year's MAG. Pursuant to Section 3.1 of this agreement, if the Concession Year MAG is greater than the ten percent (10%) of the annual Gross Receipts paid to the Authority, the Concessionaire shall remit the amount due to the Authority no later than September 1st following the end of the Concession Year. In the event that Concessionaire has paid the Authority more than the amount it owes pursuant to section 3.1 of this Agreement, the Authority shall either reimburse Concessionaire for such excess payment or shall apply such excess payment as a credit against Concessionaire's account.
- 3.5 Concessionaire agrees to conduct its business practices and to deal with its customers with fairness and integrity. In this regard, it is expected that Concessionaire will include in its charges to customers all of its costs, expenses and profits. However, Concessionaire agrees that if the Concession Fee is listed as a separate charge in any of the Concessionaire's advertised rates or rental agreements, such separate charge shall be disclosed to the customer at the time of reservation and again at the time of the actual rental. Furthermore, if the Concession Fee is charged, it must be charged to all customers in a fair and consistent manner. Such a fee shall be disclosed and shall not be listed as a surcharge or tax.
- 3.6 Concessionaire shall pay to the Authority the additional sum of \$45.00 per square foot per year for the use of 1,478square feet of Rental Car Suite area.
- 3.7 Concessionaire shall pay to The Authority the sum of \$1,600.00 per month for the use of the Service Facilities.
- 3.8 Concessionaire shall pay to The Authority the sum of \$34.00 per month per space for the Ready Stalls.

- 3.9 The Authority acknowledges that, due to the seasonal nature of rental car operations at MSO, Concessionaire may require additional space for parking and storage of rental cars on a short-term basis. As such, the Authority and Concessionaire may negotiate for such space on an as needed basis.
- 3.10 Concessionaire shall collect from each Customer and remit to The Authority a Customer Facility Charge equal to the sum of \$5.00 per contract day. The Customer Facility Charges collected will be reported to the Authority separately from other fees on a monthly basis. The Authority retains the right to increase the CFC by Board Resolution. The Authority agrees to provide Concessionaire with specific notice of the proposed increase and an opportunity to submit comments on the proposed increase at least 60 days prior to Board consideration of the Resolution, unless the parties agree to waive notice.
- 3.11 Concessionaire shall pay all fees due under this Agreement on or before the 15th of each month. The first payment shall be comprised of all set fees and rents, except the Concession Fee and CFC which will be calculated and due in the second month based on the first month of rental car activity. All payments made under this Agreement will be sent to the Authority at the address set forth in this Agreement, or to whatever other person and/or address the Authority designates in writing.
- 3.12 Concessionaire shall pay a 10% late charge for each rent payment that is more than fifteen (15) 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.
- 3.13 Concessionaire is responsible for paying for all utilities and services furnished to its exclusive and shared space in the QTA and fueling facility during the term of this Agreement, including but not limited to electric, gas, water, sewer, garbage, alarm, telephone, and janitorial. For any utility or service for which Concessionaire is the contracting client, Concessionaire shall be responsible for payment prior to their delinquency date of all charges for utilities and services.

The Authority contracts with NorthWestern Energy for electric and gas services at the QTA and fueling facility. The Authority will bill the Concessionaire for electricity and gas based on the Concessionaire's market share of the total rental car fleet at the Airport. The water bill is due and payable on or before the first day of the month following billing.

The Authority contracts with the City of Missoula for all water and sewer services supplied to the Airport. To facilitate the allocation of the water and sewer billing, water meters have been installed at the QTA. The Authority will bill Concessionaire for the water based on this meter reading and based on the Concessionaire's market share of the total rental car fleet at the Airport. The water bill is due and payable on or before the first day of the month following billing.

The Authority contracts with a fuel supplier to provide fuel at the fueling facility. The Concessionaire shall provide meter readings from the assigned meter at the fueling facility

to the Authority on the 20th day of each calendar month. The Authority will bill Concessionaire based on the average weighted cost of fuel used plus a fuel flowage fee of \$.07 per gallon for the period then ended. The fuel bill is due and payable on or before the first day of the month following billing. The Authority retains the right to increase the fuel flowage fee by Board Resolution during the term of this Agreement. The Authority agrees to provide Concessionaire with specific notice of the proposed increase and an opportunity to submit comments on the proposed increase at least 60 days prior to Board consideration of the Resolution, unless the parties agree to waive notice.

- 3.14 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.
- 3.15 At the end of a Concession Year, if there was a reduction in available airline seats exceeding 25% of the prior Concession Year, the MAG for the Concession Year just ending will be suspended.

ARTICLE 4 STATEMENTS, BOOKS AND RECORDS

- 4.1 On or before the 15th day of each calendar month, Concessionaire shall submit to The Authority a statement of its Gross Receipts during the preceding month of its operations at the Airport. Each statement shall be signed by a responsible accounting officer of Concessionaire. Concessionaire shall keep full and accurate books and records showing all of its said Gross Receipts pertaining to operations at the Airport, and The Authority shall have the right, through its representatives, and at all reasonable times to inspect such books and records. Concessionaire hereby agrees that all such records and instruments will be made available to The Authority for at least a four (4) year period.
- 4.2 Before August 15th of every year of this Agreement and the year of termination of the Agreement, Concessionaire shall submit to the Authority 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 the Authority. This statement shall be for the purpose of corroborating the monthly statements and ensuring that the annual rent and fees have been received. If there is a balance due, Concessionaire shall pay that amount, without invoice, by September 1st. Annual statements by Concessionaire under these provisions shall be accurate and satisfactory in scope to the Authority and shall be in such form and style and shall contain such details and breakdown as the Authority may reasonably require. Late charges as set forth in subsection (f) above shall apply to any unpaid Rent due under this subsection.
- 4.3 Concessionaire shall keep, throughout the term of this Agreement, all books of accounts and records customarily used in this type of operation, in accordance with Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for three years following the expiration or termination of this Agreement. Concessionaire shall maintain a record of each vehicle rental agreement written at the

Airport, including a copy of each original agreement signed by Concessionaire's customer. Accountability for the numerical sequence of contracts issued and unissued shall be maintained. Accounting records of Concessionaire shall be stored sequentially, or in such other manner approved by the Authority, to provide reasonable and expeditious access for audit purposes. Failure to maintain books of accounts and records as required hereunder shall be deemed to be a material breach of this Agreement. The obligations arising under this section 4.3 shall survive the termination of this Agreement.

ARTICLE 5 INSEPTION AND AUDIT

- 5.1 The Authority shall be entitled, after 3 business days' notice, through the Authority'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. The Authority 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 the Authority for the same period, Concessionaire agrees to pay to the Authority immediately any deficiency owed to the Authority, 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, the Authority shall pay the fees and costs of the audit.

ARTICLE 6 USE OF PREMISES

- 6.1 Concessionaire expressly acknowledges and agrees that it shall not be entitled to substitute, modify, or add to the Brands of rental car service companies being marketed or operated from the Leased Premises during the Lease Term. The Brand(s) permitted to be marketed or operated from the Leased Premised shall be Hertz and Thrifty Car Rental. In the event Concessionaire markets or operates more than one (1) Brands of rental car service companies from the Leased Premises, Concessionaire shall provide a separate statement of gross revenues for each Brand as required under Article 4 above.
- 6.2 Concessionaire shall use the Leased Premises solely to provide an automobile rental service at the Airport and for the purpose of arranging automobile rental services for incoming/outgoing passengers using the Airport. Concessionaire shall use the entire Leased Premises solely for the conduct of said service in a first-class manner continuously during the entire term of this Agreement, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or for other reasons beyond Concessionaire's reasonable control.
- 6.3 Concessionaire's use of the Leased Premises and all of Concessionaire's operations on Airport property are subject to the provisions of the Airport's Primary Guiding Documents as the same may be amended from time to time by the Airport. Concessionaire is bound by and subject to the provisions of the Primary Guiding Documents.

6.4 The Authority 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 Premises, 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 Premises or any part thereof as will not unreasonably interfere with Concessionaire's operations under this Agreement and to enter upon the Leased Premises for any and all such purposes. The Authority 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 Premises as the Authority 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 Concessionaire and without interference or hindrance from Concessionaire.
- d. 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 Premises 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 Authority provided for herein shall be exercised so as to interfere unreasonably with the Concessionaire's operations under this Agreement.
 - ii. The Authority agrees to consult with Concessionaire concerning construction activities which may impact Concessionaire's operations.
 - iii. The Authority agrees that any right as set forth herein shall not be exercised unless a prior written notice is given to Concessionaire.
 - iv. The Authority agrees that it will cause the surface of the Leased Premises to be restored to its previous condition upon the completion of any required construction.

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 Concessionaire to use portions of the Airport outside the Leased Premises are non-exclusive.

ARTICLE 7 CONCESSIONAIRE IMPROVEMENTS

7.1 Prior to beginning any construction on or alteration to the Leased Premises, including

changing the color of any structures, detailed plans and specifications for such work shall be submitted to the Authority and approved by the Authority in writing. The Authority retains sole discretion over the grant or denial of approval for any construction on or alterations to the Leased Premises.

- 7.2 Prior to beginning any approved construction on or alteration to the Leased Premises, Concessionaire must obtain all building permits, construction permits, or licenses applicable to the project.
- 7.3 Upon completion of any work by Concessionaire, Concessionaire shall submit to the Authority a written certification from a licensed architect that the work has been completed in compliance with the plans and specifications and in compliance with applicable laws and regulations, including building, fire, and safety codes. Concessionaire shall also provide the Authority with "as-constructed" or "as-built" plans and specifications in both hard copy and electronic format.
- 7.4 Construction and installation of improvements shall be at the sole expense of the Concessionaire.
- 7.5 Title to all improvements constructed, installed on, or attached to the premises shall pass to the Authority at the time of installation or construction. Title to all trade fixtures and equipment and all expendable equipment, provided at the expense of the Concessionaire, shall at all times during the term of this Agreement remain in Concessionaire.
- 7.6 Concessionaire agrees to keep the Leased Premises free of construction liens or other similar liens and encumbrances. Concessionaire agrees to indemnify and hold the Authority harmless from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any such work done, labor performed or materials furnished, including attorney fees, expenses and costs. This paragraph does not prohibit Concessionaire from granting consensual mortgages and/or liens on its' leasehold interest and any structures or building placed on the Leased Premises, provided Concessionaire obtains the Authority's prior written approval for such liens, which approval shall not be unreasonably withheld provided that the Authority's rights and interests are adequately protected and not subordinated, reduced and/or diminished as a result of the approval of the lien or encumbrance.

ARTICLE 8 PERFORMANCE BOND

- 8.1 At the time of the execution of this Agreement, the Concessionaire shall execute and deliver to the Authority a satisfactory performance bond with approved corporate surety in a sum equal to 30% of the Concession Year MAG to guarantee faithful performance of the provisions of the Agreement. The bond shall be renewed October 1 of each year during the term of this Agreement.

ARTICLE 9 ADDITIONAL OBLIGATIONS OF CONCESSIONAIRE

- 9.1 Concessionaire shall furnish prompt and efficient rental car service which is adequate to meet all reasonable demands for automobile rental service at the Airport. Rental automobiles will be maintained in good operating order, free from known mechanical defects, and in a clean, neat, and attractive condition, inside and out.
- 9.2 The facilities to be provided by the Concessionaire shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands of the public.
- 9.3 Concessionaire shall require its personnel who deal with the public to be neat, clean, and courteous. Concessionaire shall not permit its agents, servants, or employees to conduct business in a loud, noisy, or boisterous manner. Concessionaire may not solicit business outside the space assigned, except through the use of signs constructed and maintained in accordance with directions of the Authority.
- 9.4 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 the Authority, which may be applicable to its operations at the Airport which are in effect now or as may apply in the future.
- 9.5 Concessionaire will meet all expenses in connection with the use of the Leased Premises and the rights and privileges hereby granted, including, without limitation, taxes, permit fees, license fees, and it will secure all required permits and licenses.
- 9.6 The Authority, acting in a reasonable manner, will be the sole and final judge of the quality and adequacy of service provided by the Concessionaire. In the event the Authority shall determine that the Concessionaire has failed to comply with the requirements for quality and adequacy of service, it shall give the Concessionaire written notice of such determination. Such notice shall be deemed a Notice of Default and shall be subject to the provisions of Article 16 herein.
- 9.7 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: the Leased Premises; any fixtures, equipment or other property constructed on the Leased Premises or used in Concessionaire's operations; Concessionaire's use of the Leased Premises; and/or Concessionaire's operations on or from the Leased Premises. If requested in writing by the Authority, Concessionaire shall provide proof of payment of all such taxes and assessments.
- 9.8 In the event the Authority 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 the Authority harmless from any and all fines or penalties charged against the Authority by reason of Concessionaire's violation of any laws, ordinances, governmental rules, regulations or standards.

ARTICLE 10 MAINTENANCE

- 10.1 Except as specifically provided elsewhere in this Agreement, Concessionaire is obligated, without cost to the Authority, to maintain the Leased Premises and every part thereof in good order, repair, and safe operating condition. The Concessionaire shall maintain and repair all improvements on the Leased Premises, including furnishings, fixtures, equipment, and floor coverings. All such maintenance, repairs and replacements shall be of a quality of material and workmanship equal to the original.
- 10.2 Concessionaire agrees to keep the Leased Premises in a neat, clean and orderly condition including, but not limited to, the prevention of accumulation of any trash, debris, refuse or waste materials. The long-term storage of materials/supplies, equipment, parts and packing materials and all other support items in the public view is prohibited without the Authority's prior written approval.
- 10.3 The Authority shall be responsible for maintenance of the Service Facilities, except that Concessionaire shall maintain and repair its own furnishings and equipment used in conjunction with its exclusive space in the QTA. Any repairs necessitated by damages caused by Concessionaire over and above normal wear and tear will be borne by Concessionaire. In the event of damage or destruction to the QTA or any of its equipment and no specific Car Rental Concessionaire can be identified as the cause of the damage, the Authority reserves the right to charge the cost of any such repairs equally to all the Car Rental Concessionaires, including Concessionaire.
- 10.4 The Authority, or its authorized agents may, at all reasonable times without notice, enter upon the Leased Premises to determine if satisfactory repair, maintenance, and/or cleaning is being performed. Should the repair, maintenance, and/or cleaning not meet the reasonable standards of the Authority, the Authority will notify Concessionaire in writing. If correction of the deficiency is not commenced by Concessionaire within ten days, or in the case of cleaning violations within 24 hours, after receipt of written notice, the Authority or its agents shall have the right to enter upon the Leased Premises and perform the necessary work. The Authority may charge the cost of any such work to Concessionaire. The Authority shall be the sole judge of the quality and timeliness of repair, maintenance and/or cleaning. For safety related deficiencies, a reasonable time means immediate commencement of the work necessary to correct the deficiency and diligently pursuing the correction to completion. For non-safety related items, a reasonable time means correction of the deficiency within ten (10) days after the date of the written notice. If the nature of the deficiency is such that it cannot be completed with ten (10) days, then Concessionaire must commence the corrective work within the ten (10) days and diligently pursue the work to completion.
- 10.5 In addition to the rights of inspection set forth elsewhere in this Agreement, the Authority's representative shall have the right, after written notice, to inspect the Leased Premises to determine if Concessionaire is in compliance with the provisions of this Agreement. Concessionaire's representative may accompany the Authority's representative on all inspections.

ARTICLE 11 HAZARDOUS SUBSTANCES - POLLUTION LIABILITY

- 11.1 For purposes of the 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, 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.
- 11.2 Concessionaire warrants and covenants that during the term of the Agreement it will not produce, handle, store, release, or dispose of hazardous substances on the Leased Premises except as expressly authorized in the Agreement or by prior written permission from the Authority. The phrase "expressly authorized in the Agreement" means Concessionaire's use of substances such as fuel, oil, lubricants, cleaning solvents or other similar such substances used in the ordinary course of Concessionaire's business on the Leased Premises provided such use is in strict compliance with the Agreement and all applicable environmental and safety laws, rules and regulations. Failure of Concessionaire to abide by the terms of this paragraph may be restrained by injunction, in addition to any other remedies available to the Authority.
- 11.3 Concessionaire will give written notice to the Authority before storing, using, or disposing of any hazardous substances on the Leased Premises. 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 Concessionaire. If the Authority objects to the storage, use, or disposal of a hazardous substance on the Leased Premises, it may demand that Concessionaire refrain from or cease the activity objected to, and may demand that Concessionaire take any appropriate steps to remove the hazardous substance from the Leased Premises. The failure of the Concessionaire to notify the Authority of the storage, use, or disposal of a hazardous substance on the Leased Premises, or the failure of the Concessionaire to comply with any demand of the Authority with respect to hazardous substances, will constitute an event of default under the Agreement.
- 11.4 Any approved and authorized hazardous substances on the Leased Premises will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances. The Authority has the right to inspect the Leased Premises, 24 hours after giving written notice to the Concessionaire, to determine if the Concessionaire is storing, using, or disposing of any hazardous substances, and if so whether the Concessionaire is doing so properly.
- 11.5 Concessionaire must immediately notify the Authority of any fuel spills, breaches of any nature of any environmental laws or regulations, disposal or release of hazardous substance in the Leased Premises, any discovery of hazardous substances in the Leased Premises, 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 Premises may have occurred. Concessionaire will promptly deliver to the Authority 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 Concessionaire to the United States Environmental Protection Agency

and/or any federal, state, county, or municipal environmental or health agency concerning the Leased Premises or the operations being conducted on the Leased Premises.

- 11.6 To the full extent permitted by applicable law, Concessionaire will defend, indemnify, and hold the Authority 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 Premises caused by or arising from the fault, conduct, act, omission and/or negligence of Concessionaire and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the Concessionaire shall continue for as long as the Concessionaire remains responsible for any spills, discharges, or releases of hazardous substances.
- 11.7 Upon expiration or termination of the Agreement, the Concessionaire will remove, to the satisfaction of the Authority, all hazardous substances released or deposited on the Leased Premises, including in the soil and groundwater, by Concessionaire and/or its employees, agents, contractors, guests and/or invitees.
- 11.8 If Concessionaire fails to comply with any applicable environmental laws, regulations or rules, the Authority, in addition to its rights and remedies to enter the Leased Premises and improvements, may take necessary measures to ensure compliance with environmental requirements all at Concessionaire's expense.
- 11.9 The provisions of this Article 11 shall survive any expiration or termination of the Agreement.

ARTICLE 12 RELOCATION

- 12.1 It is agreed that the Authority may require the relocation of any of the facilities of the Concessionaire, or the substitution of other premises for any of the premises hereby demised, in the event the Authority determines that such relocation is necessary for the orderly expansion and development of the airport facilities. In the event of such relocation, the Authority will designate as comparable a location as possible, with Authority bearing relocation costs for comparable facilities provided, however, that the Authority shall not be liable for any damages for any loss of business or income resulting from such relocation.

ARTICLE 13 INDEMNITY AND INSURANCE

- 13.1 It is specifically understood and agreed that Concessionaire is engaged in an independent business enterprise using the Leased Premises and Concessionaire is responsible for its own acts and omissions.
- 13.2 As further consideration for the use of the Leased Premises, Concessionaire agrees to indemnify, defend and hold harmless the Authority and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability, damages, attorney fees, and legal costs incurred of any kind or nature which the Authority, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or

death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Concessionaire, its officers, agents or employees in its operations at the Airport. the Authority agrees to indemnify, defend and hold harmless Concessionaire and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability, damages, attorney fees, and legal costs incurred 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 the Authority, its officers, agents or employees in the use of the Airport.

- 13.3 Concessionaire shall promptly, after the execution of this Agreement but prior to beginning operations hereunder, secure commercial general liability insurance, including contractual liability coverage, with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around the Leased Premises, 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 the Authority as an additional insured.
- 13.4 Concessionaire shall further obtain and maintain, during the term of this Agreement, comprehensive automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit, for bodily injury and property damage. Said policy must cover vehicles owned by the Concessionaire as well as hired and non-owned vehicles, and shall name the Authority as an additional insured.
- 13.5 Concessionaire shall obtain an Umbrella Liability Policy with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence, providing excess coverage over the required general liability, automobile liability, and employer's liability policies.
- 13.6 Concessionaire shall obtain any additional 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.
- 13.7 Concessionaire shall obtain any other insurance that is customarily required for the type of business activity conducted by the Concessionaire and that the Authority may request in writing that the Concessionaire obtain.
- 13.8 Concessionaire and the Authority each agree to waive any right of recovery against the other party for loss or damage covered by insurance, to the extent that such waiver does not invalidate the insurance coverage.
- 13.9 Concessionaire shall maintain Workers' Compensation benefits and employers' liability insurance in the amount of and form required in accordance with applicable law.
- 13.10 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. The Authority has the right to review and approve all insurance policies and endorsement to confirm compliance with the requirements in this Agreement. At the commencement of this Agreement, Concessionaire shall deliver to the Authority 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 the Authority. Concessionaire shall provide the Authority with renewal certificates of insurance no later than thirty (30) days prior to the expiration of any required policy. The Authority reserves the right to request and review full copies of any insurance policies, including endorsements, upon request. 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.

- 13.11 The Authority shall not be liable for damage caused by water, steam, sewage, gas, bursting or leaking pipes or plumbing, or electrical causes, or the negligence of contractors, or licensees of the Authority, unless the damage is proven to be the proximate result of negligence on the part of the Authority, its agents or employees.
- 13.12 It is agreed that if the Leased Premises or contents thereof should be damaged or destroyed by an insured peril, then, and to the extent allowed without invalidating such insurance, neither party shall have any liability to the other, nor to any insurer of the other for or in respect of such damage or destruction, unless such damage or destruction is proximately caused by the negligence of one of the parties.

ARTICLE 14 SIGN CONTROL

- 14.1 The Authority reserves the right to control and regulate all advertising signs on the Airport. The Concessionaire shall submit plans and obtain the approval of the Authority before erecting, installing, or operating any sign or similar advertising device on the Leased Premises or any part of the Airport.

ARTICLE 15 ASSIGNMENT AND ENCUMBRANCES

- 15.1 Concessionaire shall not assign, transfer, or sublease the whole or any part of this Agreement or the premises, or rights and privileges granted herein, without first having obtained the written consent of the Authority.
- 15.2 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 the Authority.

ARTICLE 16 INSPECTION

- 16.1 Concessionaire shall allow The Authority's authorized representatives access to the Leased Premises at all reasonable hours for any purpose necessary, incidental, or connected with the performance of the Authority's obligations hereunder or in the exercise of its governmental functions.

ARTICLE 17

DEFAULT

- 17.1 The following events constitute a default by Concessionaire:
- a. If the Concessionaire should default in or fail to make payments at the times and in the amounts as required under this Agreement;
 - b. If the Concessionaire should fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Montana, the County of Missoula, and the Missoula County Airport Authority; or
 - c. If the Concessionaire should breach or fail to perform any of the other terms, covenants, or conditions of this Agreement or fail to keep in force any of the required insurance policies.
- 17.2 Upon default by Concessionaire in performance of any of the terms or conditions of this Agreement, the Authority shall provide notice in writing specifying the nature of said default and demanding that such default be cured or corrected ("Notice of Default"). If the default is not corrected within 30 days of the date of the Notice of Default, the Authority may terminate this Agreement by issuing a Notice of Termination. If the Authority issues a Notice of Termination, the Concessionaire shall have three (3) days from receipt of the notice to vacate the Leased Premises. Three days after the issuance of a Notice of Termination, the Authority shall re-enter and take possession of the premises. In such an event the Concessionaire agrees to pay all costs, including a reasonable attorney fee, incurred by the Authority as a result of such a default.
- 17.3 In the event the Concessionaire shall file a petition in bankruptcy or be adjudged bankrupt or insolvent by a court or make any assignment for the benefit of creditors, the Authority may, at its option, immediately terminate this Agreement without regard to curative time periods.
- 17.4 If the Concessionaire should abandon and discontinue the operation of its automobile rental business at the Airport for a continuous period of fifteen (15) days, except when such abandonment and cessation is due to fire, earthquake, governmental action, strike or other causes beyond the Concessionaire's reasonable control, this Agreement may, at the Authority's sole option, be immediately terminated.
- 17.5 The rights and remedies herein granted to the Authority shall be in addition to any other rights and remedies to which the Authority is by law entitled and not in lieu thereof.
- 17.6 In the event of a default in payment by Concessionaire, the Authority shall have the right to require an audit of Concessionaire's books as provided in Section 4.1, provided however, the expense of said audit shall be borne by Concessionaire.
- 17.7 If an event of default occurs and the Authority sends a notice of default to Concessionaire, Concessionaire must pay the Authority \$300 per notice to reimburse the Authority 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.

ARTICLE 18

TERMINATION BY CONCESSIONAIRE

- 18.1 Concessionaire may terminate this Agreement: (1) In the event of permanent abandonment of the Airport as an airport terminal serving scheduled airlines; (2) Lawful assumption by the United States Government or any authorized agency thereof of the operation, control of the use of the Airport or any substantial part or parts thereof in such manner as to substantially restrict Concessionaire for a period of at least ninety days (90) days from operating thereon; (3) The issuance by a court of competent jurisdiction of any injunction which in any way prevents or restrains the use of the Airport for a period of at least ninety (90) days; or (4) Failure by the Authority to remedy a default in the performance of any provision of this Agreement for a period of sixty (60) days after written demand from Concessionaire to remedy the same.

ARTICLE 19 SUCCESSORS AND ASSIGNS

- 19.1 All the covenants, stipulations and agreements herein shall extend to and bind the legal representatives, successors and assigns of the parties to this Agreement.

ARTICLE 20 NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

- 20.1 No person shall be discriminated against in the use of the Leased Premises by reason of race, religion, color, sex, age, political ideas, marital status, physical or mental handicap, creed, or national origin.
- 20.2 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.
- 20.3 The Concessionaire shall comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation, and as these regulations may be amended.
- 20.4 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.

- 20.5 Reporting: Each year, no later than ninety (90) days following September 30th, Concessionaire shall provide the Authority with the following information:
- The name and address of each certified ACDBE with which it has done business during the past year.
 - A description of the nature of the services performed by and/or items purchased from each firm named.
 - The dollar value of each transaction.
 - Total dollar value for goods and services in categories identified by the Authority.
- If Concessionaire fails to achieve the Authority's then current ACDBE goal, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 20.6 Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event of such noncompliance, the Authority shall have the right to terminate this Agreement and the estate created without liability therefor or at the election of the Authority or the United States either or both shall have the right to judicially enforce said provisions.
- 20.7 ACDBE Goal Adjustment: The parties acknowledge that the ACDBE goal applicable to this Agreement is based on the most recent FAA-approved goal at the time of execution. If the Airport receives FAA approval for a new ACDBE goal during the term of this Agreement, the Airport reserves the right to adjust the ACDBE participation requirements accordingly.

ARTICLE 21 NOTICE

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

The Authority:
Brian Ellestad
Airport Director
Missoula International Airport
5225 Highway 10 West
Missoula, MT 59808
bellestad@flymissoula.com

Concessionaire:
Steve Jones
Vice President Rental Operations
Overland West, Inc.
P.O. Box 590
Ogden, UT 84401
sjones@overlandwest.com

ARTICLE 22 MISCELLANEOUS

- 22.1 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.

- 22.2 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.
- 22.3 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.
- 22.4 The failure of the Authority 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
- 22.5 In performance of its duties under this Agreement, the Authority and Concessionaire both are and shall remain, independent entities. No provision of this Agreement shall be construed to make either party, its officers, agents, contract consultants, or employees individually or collectively, employees of, or partners or joint venturers with the other. Further, each party is responsible for the acts and omissions connected with the work and persons directly or indirectly employed including their subconsultants and their employees.
- 22.6 Concessionaire shall be responsible for all employer contributions for Worker's Compensation and other insurance programs and withholdings required by state and federal law.
- 22.7 This Agreement represents the entire agreement of the parties and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
- 22.8 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.
- 22.9 The parties represent and warrant that each has taken all official, company or corporate action necessary to authorize the execution and performance of this Agreement.
- 22.10 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.
- 22.11 Time is of the essence in this Agreement.

22.12 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2025.

Missoula County Airport Authority

Overland West, Inc.

Brian Ellestad
Airport Director

Steve Jones
Vice President Rental Operations

**ON AIRPORT RENTAL CAR CONCESSION
AND LEASE AGREEMENT**

THIS ON AIRPORT RENTAL CAR CONCESSION AND LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between MISSOULA COUNTY AIRPORT AUTHORITY ("Authority"), a municipal airport authority created pursuant to Montana law, and Enterprise RAC Company of Montana/Wyoming, LLC, ("Concessionaire"), a Limited Liability Company 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 January 10, 2025, the Authority advertised a Request for Proposals for car rental concessions at the Airport and subsequently issued addenda and questions and answers regarding the Request for Proposal, (together "RFP");
3. The Concessionaire submitted a timely response to the RFP and is qualified and willing to provide car rental services at 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 Authority Board of Commissioners at its regular meeting on February 25, 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:

**ARTICLE 1
TERM**

- 1.1 The term of the Agreement shall commence on July 1, 2025 ("Effective Date") and continue for a term of 5 years, terminating at 11:59 p.m., on June 30, 2030, unless terminated sooner pursuant to the provisions of this Agreement. The Effective Date may be amended upon mutual agreement of the Authority and Concessionaire if conditions require. Amendment of the Effective Date shall be in writing and signed by both parties.
- 1.2 With the Authority's consent, if Concessionaire shall hold possession of the Leased Premises, the Authority 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 ensure 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.

ARTICLE 2 PRIVILEGES AND PREMISES

- 2.1 Concessionaire is granted the non-exclusive right to conduct and operate a high-quality rental car concession at the Airport from the Leased Premises. All the provisions of the RFP and Concessionaire's response to the RFP are hereby incorporated into and made a part of this Agreement.
- 2.2 Concessionaire is granted the exclusive use of two (2) customer service counter areas, offices, and customer queue areas (each a "Rental Car Suite").
- 2.3 Concessionaire shall be provided with parking spaces in the designated parking area adjacent to the terminal building ("Ready Return Area"). Throughout the term of this Agreement, Concessionaire shall receive a base number of 160 parking spaces. In the first year of this agreement, Concessionaire shall receive an additional approximately 30 to 40 parking spaces for a total of approximately 190 to 200 parking spaces, the exact number and the timing of availability of these additional spaces being dependent on the Authority's ability to create the additional parking spaces at the conclusion of Phase 2 Terminal construction activities and the Authority makes no guarantee about timing or number of additional spaces created.

On an annual basis in years 2 to 5 of this Agreement, Concessionaire shall be eligible to receive additional surplus parking spaces beyond its base number of 160. The number of surplus parking spaces shall be identified on an annual basis by the Airport and will be distributed among current rental car concessionaires based on the prior year's rental car concessionaire market share.

No maintenance or service of vehicles shall be performed in the Ready Return Area, or anywhere on airport property, without written approval of the Airport Director.

- 2.4 If Concessionaire desires additional overflow parking, a separate agreement must be entered into with the Authority and such an agreement will not be unreasonably withheld by the Authority, subject to availability of space.
- 2.5 Concessionaire will not conduct nor transact rental car business at any other place on airport property without the written permission of the Airport Director.
- 2.6 Concessionaire shall have use of the Quick Turn Around building ("QTA") consisting of two dedicated prep bays of approximately 5,000 square feet and the shared use of an automatic car wash unit of approximately 1400 square feet. In addition, Concessionaire is granted the non-exclusive use of the fueling facility adjacent to the QTA which consists of one gasoline storage tank and four (4) gasoline dispensers. One meter or fuel management system will be provided by the Authority. Monitoring and tracking gasoline use will be the obligation of the Concessionaire. The use and maintenance of the said storage tank and dispensers shall be in common with other tenants of the QTA. Concessionaire agrees to hold the Authority

harmless for any damage caused by the intentional or negligent actions of the Concessionaire or its employees or agents. The facilities described in this section are collectively referred to as the “Service Facilities.” The usage of the Service Facilities shall be limited to Concessionaire’s on-site rental automobiles only.

- 2.7 The Rental Car Suites, Ready Return Area and the Service Facilities are collectively referred to as the “Leased Premises”.
- 2.8 The Authority agrees that it will not expand the number of Rental Car Suites within the terminal building beyond the four Rental Car Suites in existence at the time of this Agreement nor will the Authority directly contract with or lease to any other on-airport car rental concessionaire, licensee or agent space upon the Airport during the term of this Agreement. For purposes of this restriction, an on-airport car rental concessionaire shall be defined as a person, business, corporation, or other entity conducting an on-airport car rental operation within the terminal building from an assigned Rental Car Suite under a Rental Car Concession Lease Agreement and having assigned and designated automobile stalls. It shall not include off-airport car rental businesses.

ARTICLE 3 PAYMENTS

- 3.1 For each Concession Year during this Agreement, as consideration of the right and privilege to do business at the Airport, the Concessionaire agrees to pay to the Authority, as a Concession Fee, ten percent (10%) of its annual Gross Receipts, as hereinafter defined, or the Minimum Annual Guarantee (“MAG”), whichever is greater (“Concession Fee”). For purposes of this Agreement, a Concession Year is defined as each consecutive twelve (12) month period commencing July 1 and ending June 30 of the following calendar year where the first Concession Year commences on July 1, 2025. Each Concession Year under this Agreement covers the following periods:

	Begins	Ends
Concession Year 1	July 1, 2025	June 30, 2026
Concession Year 2	July 1, 2026	June 30, 2027
Concession Year 3	July 1, 2027	June 30, 2028
Concession Year 4	July 1, 2028	June 30, 2029
Concession Year 5	July 1, 2029	June 30, 2030

- 3.2 The Minimum Annual Guarantee for each Concession Year during the term of this Agreement shall be as follows:

	Minimum Annual Guarantee
Concession Year 1	\$500,000
Concession Year 2	85% of Concession Fee paid in Year 1
Concession Year 3	85% of Concession Fee paid in Year 2
Concession Year 4	85% of Concession Fee paid in Year 3
Concession Year 5	85% of Concession Fee paid in Year 4

- 3.3 “Gross receipts,” as used throughout the Agreement, means all charges which are received by Concessionaire from its customers, unless specifically excluded herein. The following items are specifically excluded from the definition of “Gross Receipts”:
- a. The Customer Facility Charge, as defined below.
 - b. Any sums received for any federal, state, county or municipal sales or other similar taxes which are separately stated and collected from Concessionaire’s customers.
 - c. Any sums received due to damage to automobiles or Concessionaire’s property, or due to loss, conversion, or abandonment of such automobiles.
 - d. Any sums paid by Concessionaire’s customers, which are separately billed as consideration for Concessionaire’s waiver of its right to collect from the customer for damage to the automobile rented. These charges are commonly known as loss damage waivers or collision damage waivers.
 - e. Any sums received as a refueling reimbursement when the customer is obligated by contract to refuel.
 - f. Any sums received as an “inter-city” fee collected from customer. This fee is commonly known as a one way or drop fee.
 - g. Vehicle License Recovery Fee.
- 3.4 Starting on the 15th day of the second month of this agreement and continuing in each successive month for the term of this Agreement, Concessionaire shall pay the Authority ten percent (10%) of the Concessionaire’s Gross Receipts for the prior month. At the end of each Concession Year of this Agreement, the Concessionaire shall produce the necessary reports, as described in Section 4.2, to determine if the ten percent (10%) of annual Gross Receipts paid is less than or greater than that Concession Year’s MAG. Pursuant to Section 3.1 of this agreement, if the Concession Year MAG is greater than the ten percent (10%) of the annual Gross Receipts paid to the Authority, the Concessionaire shall remit the amount due to the Authority no later than September 1st following the end of the Concession Year. In the event that Concessionaire has paid the Authority more than the amount it owes pursuant to section 3.1 of this Agreement, the Authority shall either reimburse Concessionaire for such excess payment or shall apply such excess payment as a credit against Concessionaire’s account.
- 3.5 Concessionaire agrees to conduct its business practices and to deal with its customers with fairness and integrity. In this regard, it is expected that Concessionaire will include in its charges to customers all of its costs, expenses and profits. However, Concessionaire agrees that if the Concession Fee is listed as a separate charge in any of the Concessionaire’s advertised rates or rental agreements, such separate charge shall be disclosed to the customer at the time of reservation and again at the time of the actual rental. Furthermore, if the Concession Fee is charged, it must be charged to all customers in a fair and consistent manner. Such a fee shall be disclosed and shall not be listed as a surcharge or tax.
- 3.6 Concessionaire shall pay to the Authority the additional sum of \$50.50 per square foot per year for the use of 2,868 square feet of Rental Car Suite area.

- 3.7 Concessionaire shall pay to The Authority the sum of \$3,200.00 per month for the use of the Service Facilities.
- 3.8 Concessionaire shall pay to The Authority the sum of \$34.00 per month per space for the Ready Stalls.
- 3.9 The Authority acknowledges that, due to the seasonal nature of rental car operations at MSO, Concessionaire may require additional space for parking and storage of rental cars on a short-term basis. As such, the Authority and Concessionaire may negotiate for such space on an as needed basis.
- 3.10 Concessionaire shall collect from each Customer and remit to The Authority a Customer Facility Charge equal to the sum of \$5.00 per contract day. The Customer Facility Charges collected will be reported to the Authority separately from other fees on a monthly basis. The Authority retains the right to increase the CFC by Board Resolution. The Authority agrees to provide Concessionaire with specific notice of the proposed increase and an opportunity to submit comments on the proposed increase at least 60 days prior to Board consideration of the Resolution, unless the parties agree to waive notice.
- 3.11 Concessionaire shall pay all fees due under this Agreement on or before the 15th of each month. The first payment shall be comprised of all set fees and rents, except the Concession Fee and CFC which will be calculated and due in the second month based on the first month of rental car activity. All payments made under this Agreement will be sent to the Authority at the address set forth in this Agreement, or to whatever other person and/or address the Authority designates in writing.
- 3.12 Concessionaire shall pay a 10% late charge for each rent payment that is more than fifteen (15) 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.
- 3.13 Concessionaire is responsible for paying for all utilities and services furnished to its exclusive and shared space in the QTA and fueling facility during the term of this Agreement, including but not limited to electric, gas, water, sewer, garbage, alarm, telephone, and janitorial. For any utility or service for which Concessionaire is the contracting client, Concessionaire shall be responsible for payment prior to their delinquency date of all charges for utilities and services.

The Authority contracts with NorthWestern Energy for electric and gas services at the QTA and fueling facility. The Authority will bill the Concessionaire for electricity and gas based on the Concessionaire's market share of the total rental car fleet at the Airport. The water bill is due and payable on or before the first day of the month following billing.

The Authority contracts with the City of Missoula for all water and sewer services supplied to the Airport. To facilitate the allocation of the water and sewer billing, water meters have been installed at the QTA. The Authority will bill Concessionaire for the water based on this meter

reading and based on the Concessionaire's market share of the total rental car fleet at the Airport. The water bill is due and payable on or before the first day of the month following billing.

The Authority contracts with a fuel supplier to provide fuel at the fueling facility. The Concessionaire shall provide meter readings from the assigned meter at the fueling facility to the Authority on the 20th day of each calendar month. The Authority will bill Concessionaire based on the average weighted cost of fuel used plus a fuel flowage fee of \$.07 per gallon for the period then ended. The fuel bill is due and payable on or before the first day of the month following billing. The Authority retains the right to increase the fuel flowage fee by Board Resolution during the term of this Agreement. The Authority agrees to provide Concessionaire with specific notice of the proposed increase and an opportunity to submit comments on the proposed increase at least 60 days prior to Board consideration of the Resolution, unless the parties agree to waive notice.

- 3.14 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.
- 3.15 At the end of a Concession Year, if there was a reduction in available airline seats exceeding 25% of the prior Concession Year, the MAG for the Concession Year just ending will be suspended.

ARTICLE 4 STATEMENTS, BOOKS AND RECORDS

- 4.1 On or before the 15th day of each calendar month, Concessionaire shall submit to The Authority a statement of its Gross Receipts during the preceding month of its operations at the Airport. Each statement shall be signed by a responsible accounting officer of Concessionaire. Concessionaire shall keep full and accurate books and records showing all of its said Gross Receipts pertaining to operations at the Airport, and The Authority shall have the right, through its representatives, and at all reasonable times to inspect such books and records. Concessionaire hereby agrees that all such records and instruments will be made available to The Authority for at least a four (4) year period.
- 4.2 Before August 15th of every year of this Agreement and the year of termination of the Agreement, Concessionaire shall submit to the Authority 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 the Authority. This statement shall be for the purpose of corroborating the monthly statements and ensuring that the annual rent and fees have been received. If there is a balance due, Concessionaire shall pay that amount, without invoice, by September 1st. Annual statements by Concessionaire under these provisions shall be accurate and satisfactory in scope to the Authority and shall be in such form and style and shall contain such details and breakdown as the Authority may reasonably require. Late charges as set forth in subsection (f) above shall apply to any unpaid Rent due under this subsection.

- 4.3 Concessionaire shall keep, throughout the term of this Agreement, all books of accounts and records customarily used in this type of operation, in accordance with Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for three years following the expiration or termination of this Agreement. Concessionaire shall maintain a record of each vehicle rental agreement written at the Airport, including a copy of each original agreement signed by Concessionaire's customer. Accountability for the numerical sequence of contracts issued and unissued shall be maintained. Accounting records of Concessionaire shall be stored sequentially, or in such other manner approved by the Authority, to provide reasonable and expeditious access for audit purposes. Failure to maintain books of accounts and records as required hereunder shall be deemed to be a material breach of this Agreement. The obligations arising under this section 4.3 shall survive the termination of this Agreement.

ARTICLE 5 INSEPTION AND AUDIT

- 5.1 The Authority shall be entitled, after 3 business days' notice, through the Authority'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. The Authority 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 the Authority for the same period, Concessionaire agrees to pay to the Authority immediately any deficiency owed to the Authority, 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, the Authority shall pay the fees and costs of the audit.

ARTICLE 6 USE OF PREMISES

- 6.1 Concessionaire expressly acknowledges and agrees that it shall not be entitled to substitute, modify, or add to the Brands of rental car service companies being marketed or operated from the Leased Premises during the Lease Term. The Brand(s) permitted to be marketed or operated from the Leased Premised shall be Enterprise Rent-A-Car, Alamo Rent A Car and National Car Rental. In the event Concessionaire markets or operates more than one (1) Brands of rental car service companies from the Leased Premises, Concessionaire shall provide a separate statement of gross revenues for each Brand as required under Article 4 above.
- 6.2 Concessionaire shall use the Leased Premises solely to provide an automobile rental service at the Airport and for the purpose of arranging automobile rental services for incoming/outgoing passengers using the Airport. Concessionaire shall use the entire Leased Premises solely for the conduct of said service in a first-class manner continuously during the entire term of this Agreement, with the exception of temporary closures for such periods

as may reasonably be necessary for repairs or for other reasons beyond Concessionaire's reasonable control.

6.3 Concessionaire's use of the Leased Premises and all of Concessionaire's operations on Airport property are subject to the provisions of the Airport's Primary Guiding Documents as the same may be amended from time to time by the Airport. Concessionaire is bound by and subject to the provisions of the Primary Guiding Documents.

6.4 The Authority 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 Premises, 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 Premises or any part thereof as will not unreasonably interfere with Concessionaire's operations under this Agreement and to enter upon the Leased Premises for any and all such purposes. The Authority 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 Premises as the Authority 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 Concessionaire and without interference or hindrance from Concessionaire.
- d. 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 Premises 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 Authority provided for herein shall be exercised so as to interfere unreasonably with the Concessionaire's operations under this Agreement.
 - ii. The Authority agrees to consult with Concessionaire concerning construction activities which may impact Concessionaire's operations.
 - iii. The Authority agrees that any right as set forth herein shall not be exercised unless a prior written notice is given to Concessionaire.
 - iv. The Authority agrees that it will cause the surface of the Leased Premises to be restored to its previous condition upon the completion of any required construction.

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 Concessionaire to use portions of the Airport outside the Leased Premises are non-exclusive.

ARTICLE 7 CONCESSIONAIRE IMPROVEMENTS

- 7.1 Prior to beginning any construction on or alteration to the Leased Premises, including changing the color of any structures, detailed plans and specifications for such work shall be submitted to the Authority and approved by the Authority in writing. The Authority retains sole discretion over the grant or denial of approval for any construction on or alterations to the Leased Premises.
- 7.2 Prior to beginning any approved construction on or alteration to the Leased Premises, Concessionaire must obtain all building permits, construction permits, or licenses applicable to the project.
- 7.3 Upon completion of any work by Concessionaire, Concessionaire shall submit to the Authority a written certification from a licensed architect that the work has been completed in compliance with the plans and specifications and in compliance with applicable laws and regulations, including building, fire, and safety codes. Concessionaire shall also provide the Authority with "as-constructed" or "as-built" plans and specifications in both hard copy and electronic format.
- 7.4 Construction and installation of improvements shall be at the sole expense of the Concessionaire.
- 7.5 Title to all improvements constructed, installed on, or attached to the premises shall pass to the Authority at the time of installation or construction. Title to all trade fixtures and equipment and all expendable equipment, provided at the expense of the Concessionaire, shall at all times during the term of this Agreement retain in Concessionaire.
- 7.6 Concessionaire agrees to keep the Leased Premises free of construction liens or other similar liens and encumbrances. Concessionaire agrees to indemnify and hold the Authority harmless from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any such work done, labor performed or materials furnished, including attorney fees, expenses and costs. This paragraph does not prohibit Concessionaire from granting consensual mortgages and/or liens on its' leasehold interest and any structures or building placed on the Leased Premises, provided Concessionaire obtains the Authority's prior written approval for such liens, which approval shall not be unreasonably withheld provided that the Authority's rights and interests are adequately protected and not subordinated, reduced and/or diminished as a result of the approval of the lien or encumbrance.

ARTICLE 8 PERFORMANCE BOND

- 8.1 At the time of the execution of this Agreement, the Concessionaire shall execute and deliver to the Authority a satisfactory performance bond with approved corporate surety in a sum equal to 30% of the Concession Year MAG to guarantee faithful performance of the provisions of the Agreement. The bond shall be renewed October 1 of each year during the term of this Agreement.

ARTICLE 9 ADDITIONAL OBLIGATIONS OF CONCESSIONAIRE

- 9.1 Concessionaire shall furnish prompt and efficient rental car service which is adequate to meet all reasonable demands for automobile rental service at the Airport. Rental automobiles will be maintained in good operating order, free from known mechanical defects, and in a clean, neat, and attractive condition, inside and out.
- 9.2 The facilities to be provided by the Concessionaire shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands of the public.
- 9.3 Concessionaire shall require its personnel who deal with the public to be neat, clean, and courteous. Concessionaire shall not permit its agents, servants, or employees to conduct business in a loud, noisy, or boisterous manner. Concessionaire may not solicit business outside the space assigned, except through the use of signs constructed and maintained in accordance with directions of the Authority.
- 9.4 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 the Authority, which may be applicable to its operations at the Airport which are in effect now or as may apply in the future.
- 9.5 Concessionaire will meet all expenses in connection with the use of the Leased Premises and the rights and privileges hereby granted, including, without limitation, taxes, permit fees, license fees, and it will secure all required permits and licenses.
- 9.6 The Authority, acting in a reasonable manner, will be the sole and final judge of the quality and adequacy of service provided by the Concessionaire. In the event the Authority shall determine that the Concessionaire has failed to comply with the requirements for quality and adequacy of service, it shall give the Concessionaire written notice of such determination. Such notice shall be deemed a Notice of Default and shall be subject to the provisions of Article 16 herein.
- 9.7 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: the Leased Premises; any fixtures, equipment or other property constructed on the Leased Premises or used in Concessionaire's operations; Concessionaire's use of the Leased Premises; and/or Concessionaire's operations on or from the Leased Premises. If requested in writing by the Authority, Concessionaire shall provide proof of payment of all such taxes and assessments.

- 9.8 In the event the Authority 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 the Authority harmless from any and all fines or penalties charged against the Authority by reason of Concessionaire's violation of any laws, ordinances, governmental rules, regulations or standards.

ARTICLE 10 MAINTENANCE

- 10.1 Except as specifically provided elsewhere in this Agreement, Concessionaire is obligated, without cost to the Authority, to maintain the Leased Premises and every part thereof in good order, repair, and safe operating condition. The Concessionaire shall maintain and repair all improvements on the Leased Premises, including furnishings, fixtures, equipment, and floor coverings. All such maintenance, repairs and replacements shall be of a quality of material and workmanship equal to the original.
- 10.2 Concessionaire agrees to keep the Leased Premises in a neat, clean and orderly condition including, but not limited to, the prevention of accumulation of any trash, debris, refuse or waste materials. The long-term storage of materials/supplies, equipment, parts and packing materials and all other support items in the public view is prohibited without the Authority's prior written approval.
- 10.3 The Authority shall be responsible for maintenance of the Service Facilities, except that Concessionaire shall maintain and repair its own furnishings and equipment used in conjunction with its exclusive space in the QTA. Any repairs necessitated by damages caused by Concessionaire over and above normal wear and tear will be borne by Concessionaire. In the event of damage or destruction to the QTA or any of its equipment and no specific Car Rental Concessionaire can be identified as the cause of the damage, the Authority reserves the right to charge the cost of any such repairs equally to all the Car Rental Concessionaires, including Concessionaire.
- 10.4 The Authority, or its authorized agents may, at all reasonable times without notice, enter upon the Leased Premises to determine if satisfactory repair, maintenance, and/or cleaning is being performed. Should the repair, maintenance, and/or cleaning not meet the reasonable standards of the Authority, the Authority will notify Concessionaire in writing. If correction of the deficiency is not commenced by Concessionaire within ten days, or in the case of cleaning violations within 24 hours, after receipt of written notice, the Authority or its agents shall have the right to enter upon the Leased Premises and perform the necessary work. The Authority may charge the cost of any such work to Concessionaire. The Authority shall be the sole judge of the quality and timeliness of repair, maintenance and/or cleaning. For safety related deficiencies, a reasonable time means immediate commencement of the work necessary to correct the deficiency and diligently pursuing the correction to completion. For non-safety related items, a reasonable time means correction of the deficiency within ten (10) days after the date of the written notice. If the nature of the deficiency is such that it cannot be completed with ten (10) days, then Concessionaire must commence the corrective work

within the ten (10) days and diligently pursue the work to completion.

- 10.5 In addition to the rights of inspection set forth elsewhere in this Agreement, the Authority's representative shall have the right, after written notice, to inspect the Leased Premises to determine if Concessionaire is in compliance with the provisions of this Agreement. Concessionaire's representative may accompany the Authority's representative on all inspections.

ARTICLE 11

HAZARDOUS SUBSTANCES - POLLUTION LIABILITY

- 11.1 For purposes of the 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, 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.
- 11.2 Concessionaire warrants and covenants that during the term of the Agreement it will not produce, handle, store, release, or dispose of hazardous substances on the Leased Premises except as expressly authorized in the Agreement or by prior written permission from the Authority. The phrase "expressly authorized in the Agreement" means Concessionaire's use of substances such as fuel, oil, lubricants, cleaning solvents or other similar such substances used in the ordinary course of Concessionaire's business on the Leased Premises provided such use is in strict compliance with the Agreement and all applicable environmental and safety laws, rules and regulations. Failure of Concessionaire to abide by the terms of this paragraph may be restrained by injunction, in addition to any other remedies available to the Authority.
- 11.3 Concessionaire will give written notice to the Authority before storing, using, or disposing of any hazardous substances on the Leased Premises. 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 Concessionaire. If the Authority objects to the storage, use, or disposal of a hazardous substance on the Leased Premises, it may demand that Concessionaire refrain from or cease the activity objected to, and may demand that Concessionaire take any appropriate steps to remove the hazardous substance from the Leased Premises. The failure of the Concessionaire to notify the Authority of the storage, use, or disposal of a hazardous substance on the Leased Premises, or the failure of the Concessionaire to comply with any demand of the Authority with respect to hazardous substances, will constitute an event of default under the Agreement.
- 11.4 Any approved and authorized hazardous substances on the Leased Premises will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances. The Authority has the right to inspect the Leased Premises, 24 hours after giving written notice to the Concessionaire, to determine if the Concessionaire is storing, using, or disposing of any hazardous substances, and if so whether the Concessionaire is doing so properly.

- 11.5 Concessionaire must immediately notify the Authority of any fuel spills, breaches of any nature of any environmental laws or regulations, disposal or release of hazardous substance in the Leased Premises, any discovery of hazardous substances in the Leased Premises, 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 Premises may have occurred. Concessionaire will promptly deliver to the Authority 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 Concessionaire to the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Leased Premises or the operations being conducted on the Leased Premises.
- 11.6 To the full extent permitted by applicable law, Concessionaire will defend, indemnify, and hold the Authority 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 Premises caused by or arising from the fault, conduct, act, omission and/or negligence of Concessionaire and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the Concessionaire shall continue for as long as the Concessionaire remains responsible for any spills, discharges, or releases of hazardous substances.
- 11.7 Upon expiration or termination of the Agreement, the Concessionaire will remove, to the satisfaction of the Authority, all hazardous substances released or deposited on the Leased Premises, including in the soil and groundwater, by Concessionaire and/or its employees, agents, contractors, guests and/or invitees.
- 11.8 If Concessionaire fails to comply with any applicable environmental laws, regulations or rules, the Authority, in addition to its rights and remedies to enter the Leased Premises and improvements, may take necessary measures to ensure compliance with environmental requirements all at Concessionaire's expense.
- 11.9 The provisions of this Article 11 shall survive any expiration or termination of the Agreement.

ARTICLE 12 RELOCATION

- 12.1 It is agreed that the Authority may require the relocation of any of the facilities of the Concessionaire, or the substitution of other premises for any of the premises hereby demised, in the event the Authority determines that such relocation is necessary for the orderly expansion and development of the airport facilities. In the event of such relocation, the Authority will designate as comparable a location as possible, with Authority bearing relocation costs for comparable facilities provided, however, that the Authority shall not be liable for any damages for any loss of business or income resulting from such relocation.

ARTICLE 13 INDEMNITY AND INSURANCE

- 13.1 It is specifically understood and agreed that Concessionaire is engaged in an independent business enterprise using the Leased Premises and Concessionaire is responsible for its own acts and omissions.
- 13.2 As further consideration for the use of the Leased Premises, Concessionaire agrees to indemnify, defend and hold harmless the Authority and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability, damages, attorney fees, and legal costs incurred of any kind or nature which the Authority, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Concessionaire, its officers, agents or employees in its operations at the Airport. the Authority agrees to indemnify, defend and hold harmless Concessionaire and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability, damages, attorney fees, and legal costs incurred 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 the Authority, its officers, agents or employees in the use of the Airport.
- 13.3 Concessionaire shall promptly, after the execution of this Agreement but prior to beginning operations hereunder, secure commercial general liability insurance, including contractual liability coverage, with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around the Leased Premises, 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 the Authority as an additional insured.
- 13.4 Concessionaire shall further obtain and maintain, during the term of this Agreement, comprehensive automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit, for bodily injury and property damage. Said policy must cover vehicles owned by the Concessionaire as well as hired and non-owned vehicles, and shall name the Authority as an additional insured.
- 13.5 Concessionaire shall obtain an Umbrella Liability Policy with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence, providing excess coverage over the required general liability, automobile liability, and employer's liability policies.
- 13.6 Concessionaire shall obtain any additional 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.
- 13.7 Concessionaire shall obtain any other insurance that is customarily required for the type of business activity conducted by the Concessionaire and that the Authority may request in writing that the Concessionaire obtain.
- 13.8 Concessionaire and the Authority each agree to waive any right of recovery against the other party for loss or damage covered by insurance, to the extent that such waiver does not invalidate the insurance coverage.

- 13.9 Concessionaire shall maintain Workers' Compensation benefits and employers' liability insurance in the amount of and form required in accordance with applicable law.
- 13.10 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. The Authority has the right to review and approve all insurance policies and endorsement to confirm compliance with the requirements in this Agreement. At the commencement of this Agreement, Concessionaire shall deliver to the Authority 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 the Authority. Concessionaire shall provide the Authority with renewal certificates of insurance no later than thirty (30) days prior to the expiration of any required policy. The Authority reserves the right to request and review full copies of any insurance policies, including endorsements, upon request. 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.
- 13.11 The Authority shall not be liable for damage caused by water, steam, sewage, gas, bursting or leaking pipes or plumbing, or electrical causes, or the negligence of contractors, or licensees of the Authority, unless the damage is proven to be the proximate result of negligence on the part of the Authority, its agents or employees.
- 13.12 It is agreed that if the Leased Premises or contents thereof should be damaged or destroyed by an insured peril, then, and to the extent allowed without invalidating such insurance, neither party shall have any liability to the other, nor to any insurer of the other for or in respect of such damage or destruction, unless such damage or destruction is proximately caused by the negligence of one of the parties.

ARTICLE 14 SIGN CONTROL

- 14.1 The Authority reserves the right to control and regulate all advertising signs on the Airport. The Concessionaire shall submit plans and obtain the approval of the Authority before erecting, installing, or operating any sign or similar advertising device on the Leased Premises or any part of the Airport.

ARTICLE 15 ASSIGNMENT AND ENCUMBRANCES

- 15.1 Concessionaire shall not assign, transfer, or sublease the whole or any part of this Agreement or the premises, or rights and privileges granted herein, without first having obtained the written consent of the Authority.
- 15.2 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 the Authority.

ARTICLE 16 INSPECTION

- 16.1 Concessionaire shall allow The Authority's authorized representatives access to the Leased Premises at all reasonable hours for any purpose necessary, incidental, or connected with the performance of the Authority's obligations hereunder or in the exercise of its governmental functions.

ARTICLE 17 DEFAULT

- 17.1 The following events constitute a default by Concessionaire:
- a. If the Concessionaire should default in or fail to make payments at the times and in the amounts as required under this Agreement;
 - b. If the Concessionaire should fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Montana, the County of Missoula, and the Missoula County Airport Authority; or
 - c. If the Concessionaire should breach or fail to perform any of the other terms, covenants, or conditions of this Agreement or fail to keep in force any of the required insurance policies.
- 17.2 Upon default by Concessionaire in performance of any of the terms or conditions of this Agreement, the Authority shall provide notice in writing specifying the nature of said default and demanding that such default be cured or corrected ("Notice of Default"). If the default is not corrected within 30 days of the date of the Notice of Default, the Authority may terminate this Agreement by issuing a Notice of Termination. If the Authority issues a Notice of Termination, the Concessionaire shall have three (3) days from receipt of the notice to vacate the Leased Premises. Three days after the issuance of a Notice of Termination, the Authority shall re-enter and take possession of the premises. In such an event the Concessionaire agrees to pay all costs, including a reasonable attorney fee, incurred by the Authority as a result of such a default.
- 17.3 In the event the Concessionaire shall file a petition in bankruptcy or be adjudged bankrupt or insolvent by a court or make any assignment for the benefit of creditors, the Authority may, at its option, immediately terminate this Agreement without regard to curative time periods.
- 17.4 If the Concessionaire should abandon and discontinue the operation of its automobile rental business at the Airport for a continuous period of fifteen (15) days, except when such abandonment and cessation is due to fire, earthquake, governmental action, strike or other causes beyond the Concessionaire's reasonable control, this Agreement may, at the Authority's sole option, be immediately terminated.
- 17.5 The rights and remedies herein granted to the Authority shall be in addition to any other rights and remedies to which the Authority is by law entitled and not in lieu thereof.

- 17.6 In the event of a default in payment by Concessionaire, the Authority shall have the right to require an audit of Concessionaire's books as provided in Section 4.1, provided however, the expense of said audit shall be borne by Concessionaire.
- 17.7 If an event of default occurs and the Authority sends a notice of default to Concessionaire, Concessionaire must pay the Authority \$300 per notice to reimburse the Authority 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.

ARTICLE 18 TERMINATION BY CONCESSIONAIRE

- 18.1 Concessionaire may terminate this Agreement: (1) In the event of permanent abandonment of the Airport as an airport terminal serving scheduled airlines; (2) Lawful assumption by the United States Government or any authorized agency thereof of the operation, control of the use of the Airport or any substantial part or parts thereof in such manner as to substantially restrict Concessionaire for a period of at least ninety days (90) days from operating thereon; (3) The issuance by a court of competent jurisdiction of any injunction which in any way prevents or restrains the use of the Airport for a period of at least ninety (90) days; or (4) Failure by the Authority to remedy a default in the performance of any provision of this Agreement for a period of sixty (60) days after written demand from Concessionaire to remedy the same.

ARTICLE 19 SUCCESSORS AND ASSIGNS

- 19.1 All the covenants, stipulations and agreements herein shall extend to and bind the legal representatives, successors and assigns of the parties to this Agreement.

ARTICLE 20 NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

- 20.1 No person shall be discriminated against in the use of the Leased Premises by reason of race, religion, color, sex, age, political ideas, marital status, physical or mental handicap, creed, or national origin.
- 20.2 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.
- 20.3 The Concessionaire shall comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation, and as these regulations may be amended.

20.4 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.

20.5 Reporting: Each year, no later than ninety (90) days following September 30th, Concessionaire shall provide the Authority with the following information:

- The name and address of each certified ACDBE with which it has done business during the past year.
- A description of the nature of the services performed by and/or items purchased from each firm named.
- The dollar value of each transaction.
- Total dollar value for goods and services in categories identified by the Authority.

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

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

20.7 ACDBE Goal Adjustment: The parties acknowledge that the ACDBE goal applicable to this Agreement is based on the most recent FAA-approved goal at the time of execution. If the Airport receives FAA approval for a new ACDBE goal during the term of this Agreement, the Airport reserves the right to adjust the ACDBE participation requirements accordingly.

ARTICLE 21 NOTICE

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

The Authority:
Brian Ellestad
Airport Director
Missoula International Airport

Concessionaire:
Dylan Rodgers
Vice President/General Manager
Enterprise RAC Company of
Montana/Wyoming, LLC

5225 Highway 10 West
Missoula, MT 59808
bellestad@flymissoula.com

320 Pronghorn Trail
Bozeman, MT 59718
dylan.e.rodgers@em.com

ARTICLE 22 MISCELLANEOUS

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 The failure of the Authority 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
- 22.5 In performance of its duties under this Agreement, the Authority and Concessionaire both are and shall remain, independent entities. No provision of this Agreement shall be construed to make either party, its officers, agents, contract consultants, or employees individually or collectively, employees of, or partners or joint venturers with the other. Further, each party is responsible for the acts and omissions connected with the work and persons directly or indirectly employed including their subconsultants and their employees.
- 22.6 Concessionaire shall be responsible for all employer contributions for Worker's Compensation and other insurance programs and withholdings required by state and federal law.
- 22.7 This Agreement represents the entire agreement of the parties and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
- 22.8 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.

- 22.9 The parties represent and warrant that each has taken all official, company or corporate action necessary to authorize the execution and performance of this Agreement.
- 22.10 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.
- 22.11 Time is of the essence in this Agreement.
- 22.12 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2025.

Missoula County Airport Authority

Enterprise RAC Company of Montana/Wyoming, LLC

Brian Ellestad
Airport Director

Dylan Rodgers
Vice President/General Manager



5225 West Broadway | Missoula, MT 59808
www.flymissoula.com | 406-728-4381

REQUEST FOR LIMITED OFFERING

RENTAL CAR CONCESSIONS ATTACHMENT B MINIMUM RENTAL CAR SUITE RENT PROPOSAL

YEARS 1-5 RENT- July 1, 2025 to June 30, 2031:

\$ ____35.25____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. All material terms of the 2025 Rental Car Concession Request for Proposals apply to this offering.

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 Signature: _____

A handwritten signature in black ink, appearing to read "Dylan Rodgers", is written over a dashed line.

Printed Name: Dylan Rodgers

Title: Vice President/General Manager

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: April 29, 2025

1. **TITLE:** Voice Over Internet Protocol (VoIP) RFP Contract Approval

Review, discussion and possible award of the VoIP RFP to Granite Technologies

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 Missoula County Airport Authority (MCAA) last issued a Request for Proposals (RFP) for VoIP services in September 2017. However, at the end of the 5-year term and prior to moving into the new terminal, MCAA decided to postpone the procurement of VoIP services in 2021 due to operational concerns associated with changing services during the terminal transition.

In June of 2024 an RFP was sent to interested parties from which 3 final proposals were received. After a thorough review of the proposals and a series of demonstrations by all three companies, the selection committee determined that Granite Technologies' UniFi 360 system was the most suitable option for the needs of Missoula Montana Airport.

In January of 2025 the recommendation was made by the RFP review panel to the board to select Granite Technology Solutions as the vendor for our next 3-year contract. The board approved the award on January 28, 2025, and airport staff and Granite have been working to create an appropriate contract since that time.

As of April, we have a contract to submit to the board for approval. The contract is largely standard contract language. It will govern the relationship between MCAA and Granite Technology solutions for the duration of the contract period which will be 3 years starting July 1, 2025, with up to two optional one-year extensions at the discretion of MCAA. The service agreement lays out the monthly service charges, responsibilities, and legal terms of the contract between MCAA and Granite.

5. **BUDGET INFORMATION:**

- MCAA will pay an estimated monthly service fee of \$720.00, plus an estimated \$217.05 for telecom taxes and fees.
- In addition, MCAA will pay a one-time set-up fee of \$3820.00.

6. **SUPPLEMENTAL AGENDA INFORMATION:**

- MCAA/Granite Agreement for Voice Over IP Agreement
- MCAA FY25 RFP for VoIP Phone System
- Granite Technology Solutions RFP Submission

- Granite Technology Solutions Products, Services and Charges
 - Granite Technology Solutions Master Services Agreement
7. **RECOMMENDED MOTION:** Move to approve the contract for VoIP services between MCAA and Granite Technology Solutions.
 8. **PREPARED BY:** Dylan O’Leary
 9. **COMMITTEE REVIEW:** N/A

AGREEMENT FOR SERVICES

THIS **AGREEMENT FOR SERVICES** is made and entered into this _____ day of _____, 2025, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA"), a Montana municipal airport authority, and Granite Technology Solutions, a Montana S-Corp registered to do business in Montana ("Contractor" or "Granite").

Recitals

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport");
2. MCAA published a Request for Proposals for Voice Over IP (VoIP) Phone Services on June 25, 2024 ("the RFP");
3. Contractor's proposal was responsive and MCAA has determined that Contractor is qualified;
4. After reviewing all proposals, MCAA has determined that Contractor's proposal is the most advantageous to the Airport;

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

1. Scope of Services. Contractor agrees to provide VoIP and related phone services as provided in Contractor's response to the RFP. All the provisions of the Request for Proposals ("RFP") and Contractor's response to the RFP are hereby incorporated into this Agreement.
2. Contract Documents. The following documents comprise the Contract Documents and are incorporated herein by reference:
 - a. This Agreement for Services, including the Required Federal Contract Provisions;
 - b. Exhibit A: Request for Proposals for VoIP services published on June 25, 2024;
 - c. Exhibit B: Contractor's response to the June 25, 2024 VoIP Request for Proposals;
 - d. Exhibit C: Contractor's Products, Services and Charges dated April 11, 2025; and
 - e. Exhibit D: Contractor's Master Service Agreement.

In the event of a conflict between the terms of this Agreement for Services and the terms of any other Contract Document, the terms of this Agreement for Services will govern. MCAA and Contractor expressly acknowledge that Exhibit D contains terms that are in conflict with this Agreement for Services, some of which are marked as "excluded"; MCAA and Contractor acknowledge and confirm that this Agreement for Services will govern over the "excluded" portions of Exhibit D as well as any other

terms found to be in conflict with this Agreement for Services.

3. Term. The term of the Agreement shall commence on July 1, 2025 and continue for a term of three (3) years, terminating on June 30, 2028, unless terminated sooner pursuant to the provisions of this Agreement. At the discretion of the Airport an additional two (2) one-year extensions may be added.
4. Fees. Contractor shall invoice MCAA, and MCAA shall pay an estimated monthly service fee of \$720.00, plus an estimated \$217.05 for telecom taxes and fees. Exact charges shall be determined based on the quantity of units ordered and the unit fees established in the Contractor's Products, Services and Charges dated April 11, 2025 and attached as Exhibit C. The fees shall be paid within thirty (30) days of receipt of Contractor's invoice. In addition, the Contractor shall invoice MCAA, and MCAA shall pay, a one-time set-up fee of \$3820.00. Fees shall be paid within thirty (30) days of receipt of Contractor's invoice. MCAA will receive the first invoice of the Agreement once the port requests have been submitted, which typically occurs approximately two (2) weeks before the scheduled installation date.
5. Representatives. MCAA's Information Technology Manager, Dylan O'Leary, shall be Contractor's primary contact for all services under this Agreement. Contractor has designated Account Executive James Foote as the individual responsible for the services under this agreement and for being MCAA's primary contact.
6. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of MCAA for any purpose. Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent Contractor with respect to the other. Contractor will perform or provide its services free from the supervision, direction or control of MCAA. Contractor agrees that it shall comply with the applicable requirements of Montana law relating to worker's compensation insurance. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Agreement.
7. Compliance with Laws. Contractor, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by MCAA, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or MCAA including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Contractor, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or MCAA by the Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Contractor, its officers, employees, agents, subcontractors or

those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against MCAA, then, in addition to any other remedies available to MCAA, Contractor will be responsible and will reimburse MCAA in the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within 15 days from the date of the invoice or written notice.

8. Badging. Contractor and its employees 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. Contractor and its employees will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Contractor and its employees shall comply with all security related audits, inspections, and screenings and 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. Contractor shall be invoiced on a regular basis for badging fees as set forth in MCAA's Access Control Card Application. Fees shall be paid within 30 days of invoice.
9. Assignability. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of MCAA.
10. Mutual Indemnification. MCAA agrees to protect, defend, indemnify, and hold Contractor, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by MCAA's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MCAA, its agents, or sub-contractors, under this Agreement, except the negligence of Contractor.

Contractor agrees to protect, defend, indemnify, and hold MCAA, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the Contractor's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of Contractor, its agents, or sub-contractors, under this Agreement, except the negligence of MCAA.

11. Insurance. Contractor will be required to maintain general commercial liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Each such policy shall be provided by financially sound insurance companies of recognized responsibility and shall be evidenced by a certificate of coverage kept current

and on file with MCAA. Each such policy shall name MCAA as an additional insured and provide that it may not be adversely or materially changed, altered, or canceled by the insured or the insurer during its term without first giving MCAA thirty (30) days written notice in advance.

12. Modifications. This Agreement may be modified in writing at any time by mutual agreement of MCAA and Contractor.
13. Records. Contractor shall maintain sufficient records incident to the performance of this Agreement to enable MCAA to document the performance of the Agreement. Contractor shall allow access to those records by MCAA. Records shall be maintained for at least three years after completion of this Agreement. Documentation requirements outlined in the RFP are hereby incorporated by reference and made an essential part of this Agreement.
14. Ownership and Publication of Materials. All reports, information, data and other materials prepared by Contractor pursuant to this Agreement related to MCAA, but not Contractor proprietary or security information are the property of MCAA, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of MCAA.
15. Public Access to Information. Contractor acknowledges that MCAA is a political subdivision of the State of Montana and its records are public and subject to disclosure under Montana law. Certain limited information may be protected from disclosure. Protected information includes information concerning individual privacy, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual privacy or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.
16. Termination of Agreement. Each party shall have the right to terminate this Agreement with cause if:
 - a. The other party materially violates any provision of this Agreement;
 - b. The other party: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or Montana statute; (iii) becomes insolvent or subject to direct control by a trustee, receiver, or similar authority; (iv) has liquidated, voluntarily or otherwise; or (v) is unable to perform under the terms of this Agreement.

MCAA reserves the right to cancel this Agreement at any time in event of default or material violation by Contractor of any provision of this Agreement. MCAA may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

17. Notices. A notice, demand or other communication under this Agreement by one party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, delivered personally, or by electronic mail; and In the case of Contractor is addressed, emailed, or delivered personally to:

a. In the case of Contractor is addressed, emailed, or delivered personally to:

Dacia Johnson, Finance Manager
Granite Technology Solutions
1600 North Avenue W., Suite 108
Missoula, MT 59801
djohnson@granite.tech

b. In the case of MCAA, is addressed, emailed, or delivered personally to:

Brian Ellestad, AAE
Missoula County Airport Authority
5225 HWY 10 West
Missoula, MT 59808-9399
bellestad@flymissoula.com

18. Governing Law and Venue. 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.

19. 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.

20. 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.

21. Attorney Fees. 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.

22. 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.

23. Waiver. The failure of MCAA or Contractor 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.
24. 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.
25. 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 counterpart of a signature page of the Agreement in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of an executed original counterpart of this Agreement.
26. 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.

IN WITNESS WHEREOF, MCAA and Contractor have executed this Agreement as of the date first written above.

MISSOULA COUNTY AIRPORT
AUTHORITY

GRANITE TECHNOLOGY SOLUTIONS

By: Brian Ellestad, Airport Director

By: Jayme Branson, President

REQUIRED FEDERAL CONTRACT PROVISIONS

The following provisions are attached and incorporated by reference into the Agreement for Services between the Missoula County Airport Authority ("MCAA" or "Owner") and Granite Technology Solutions, a Limited Liability Corporation registered to do business in Montana ("Contractor").

1. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will

so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



FY2024 VOICE OVER IP PHONE SYSTEM RFP



Table of Contents

	Introduction and Executive Summary	3
1	MCAA Background	3
2	Introduction	3
3	Project Timeline	3
	Project Scope.....	3
4	Current System.....	3
5	Requirements for New System	4
6	Integrations.....	5
7	Teams.....	5
8	Azure AD/Entra ID	5
9	Verizon EMAG.....	5
10	Scalability And Performance.....	5
11	Training, Documentation, Implementation, and Support	6
12	Implementation	6
13	Training	6
14	Documentation	6
15	Support	6
16	Security and Regulatory Compliance	6
17	Pricing and Billing.....	7
18	Collective Purchasing Agreements.....	7
	Proposal Structure and Sections:	7
19	Executive Summary	7
20	Company Overview	7
21	Experience	7
22	Certifications	7
23	Case Studies	7
24	Proposal Details	8
25	Client References.....	8
26	Support and Maintenance	8



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

27	Financial Stability.....	8
28	SOC2 Type 2	8
	Submission Format.....	8
29	File Format	8
30	Length.....	9
31	Contact Information	9
32	Bid Bond	9
	Evaluation Criteria	9
33	Scoring Rubric	9
	Contact Information.....	10
34	Point of Contact.....	10
	Terms and Conditions	10
35	Civil Rights.....	10
36	Miscellaneous Provisions.....	11
37	Disqualification and Rejection of Proposal.....	12
38	Withdrawal of Proposal	12



Introduction and Executive Summary

MCAA Background

The Missoula County Airport Authority (MCAA) owns and runs the Missoula Montana Airport (MSO). Missoula Montana Airport is the Gateway to Western Montana. Currently seven airlines serve Missoula Montana Airport: Alaska, Allegiant, American, Delta, Frontier, Sun Country (June 2024) and United. Airlines at MSO collectively provide nonstop flights to: Chicago, Dallas/Fort Worth, Denver, Las Vegas, Los Angeles, Minneapolis-St. Paul, Oakland, Orange County, Phoenix, Phoenix-Mesa, Portland, Salt Lake City, San Diego, San Francisco, and Seattle (some routes are seasonal). MSO serves more than 900,000 passengers annually. Missoula Montana Airport is financially self-supporting and uses no local tax revenues for the administration, promotion, operation, or maintenance of the Airport.

Introduction

The Missoula County Airport Authority (“MCAA”) invites the submission of proposals from firms to provide a VoIP phone system for internal and external communications at the Missoula Montana Airport (“MCAA”).

Firms must present evidence that they are fully qualified and have the necessary facilities, experience, and resources to fulfill the conditions of the agreement which will ensure a high standard of service is afforded to MCAA. MCAA reserves the right to reject any applicant which, in MCAA’s opinion, does not have adequate qualifications. *MCAA reserves the right to end selection proceedings at any time.*

Project Timeline

Date	Time	Event
2024-06-25	4:30 PM	RFP Issued
2024-07-09	4:30 PM	Deadline for Follow-up Written Questions
2024-07-16	12:30 PM	MCAA Responses to Written Follow-Up questions due
2024-07-30	4:30 PM	Proposal Submissions Due

Project Scope

Current System

Here is a summary of the features of MCAA’s current phone system:

- Phones connect directly to a dedicated switch infrastructure provided by the VoIP vendor.
- Different phone models can be moved within buildings if connected to network drops specifically connected to the VoIP system.
- Features include caller ID, call waiting/forwarding, and voicemail.
- Voicemails can be forwarded to email in audio format.
- An optional softphone is available for PC and mobile devices, with a Teams add-in for calling.
- MCAA has sixty-three individual phone lines with unique external numbers.
- Some lines (e.g., POTS lines for critical systems) may not be movable.



- The IVR system is vendor-programmable and not accessible or updatable by Airport staff.

Requirements for New System

MCAA is looking to implement a new VoIP phone system with enhanced functionality as well as offering modern productivity tools and features enabled by recent technological developments.

- The requested contract term will be 3 years with up to two optional 1-year extensions at the discretion of MCAA.
- Must support basic phone features such as:
 - Call Waiting
 - Call Forwarding
 - Voicemail
 - No long-distance charges within the USA.
 - Conference calling
- Should support business phone features such as
 - Easy to configure and update Auto Attendant/IVR
 - Call Recording/Monitoring
 - Voicemail Text Transcription to Email/SMS
 - High-definition audio
 - Storage of recorded calls manageable by Airport staff.
- No dedicated, on-premises infrastructure hardware.
- Cloud based PBX with easy-to-use “single pane of glass” dashboard for management.
- Ability to import existing phone numbers. Please find the list of current active, needed phone lines attached to this document.
- Support an unlimited number of extensions.
- Support a wide range of endpoint device types including (but not necessarily limited to):
 - Corded desk phones
 - Cordless phones
 - Conference/speaker phones
 - Soft phone/apps for Windows, iOS, and Android
- Endpoint devices must support non-proprietary Bluetooth headsets and accessories.
- Options for self-management and self-support as well as a direct support contact if Airport staff cannot resolve an issue internally.
- Desired modern features:
 - Call exporting, secure sharing, and review features.
 - SMS Messaging capabilities.
 - Video Calling using Teams Meetings
 - Ring groups with simultaneous ringing on multiple devices.
 - Call queuing (and queue monitoring)
 - Live Voicemail Voice-to-text transcription capabilities
 - Advanced LLM AI features for calls such as:
 - Automated call summaries.



- 108 ▪ Note taking capabilities.
- 109 ▪ Take-away points, questions, and to-do lists.
- 110 ○ Ability for users to take their phones elsewhere such as in work from home situations.
- 111 ○ Features useful for troubleshooting internal and external VoIP call Quality issues.
- 112 ○ Call tree analytics.

113 Integrations

114 The proposed system must be capable of seamless integration with our existing software and hardware
115 infrastructure. The vendor should provide a clear and detailed plan for how the system will interact with
116 our current technologies, including any necessary APIs, data migration strategies, and compatibility
117 requirements. The vendor should also outline any potential challenges that might arise during the
118 integration process and propose solutions to address them. The goal is to ensure a smooth transition with
119 minimal disruption to our operations.

120 Teams

121 MCAA uses Teams as its primary inter-office chat and meeting hosting/management software. MCAA does
122 not currently want to use another messaging/meeting client to avoid duplication of resources and
123 confusion for users.

124 Azure AD/Entra ID

125 Our user accounts and email groups are all managed by a hybrid Local AD/Azure AD environment. MCAA
126 would like to be able to use this environment to create and manage users automatically for phone
127 extensions and to manage single sign on for users. A new VoIP phone system will still need to have a
128 backup method of assigning phones and log ins for management as not all phones are assigned to specific
129 users in AD (and not all AD users have phones).

130 Verizon EMAG

131 MCAA currently uses Verizon EMAG for a small number of mass texting applications. Mostly this is used to
132 send an email to a phone number and receive it as an SMS message. This system has been very
133 dependable, but MCAA is open to a replacement service if available.

134 Scalability And Performance

135 The design of the proposed system must be able to support our current needs while also being scalable to
136 accommodate future growth and increased demand. The vendor should provide clear details on how the
137 system can be scaled and any relevant implications. The system should demonstrate robust performance
138 under varying loads and during peak usage times. The vendor should provide benchmarks or case studies
139 to demonstrate the system's performance capabilities. The vendor should also outline their approach to
140 performance monitoring and optimization to ensure the system continues to meet our needs as they
141 evolve.



Training, Documentation, Implementation, and Support

Implementation

The proposer will be required to provide a dedicated implementation team for the duration of the project. This team will be responsible for overseeing and executing the system implementation in close collaboration with our internal teams. The implementation team should comprise of professionals with relevant experience and expertise, capable of addressing any challenges that may arise during the implementation process. The vendor's team will ensure the system is implemented according to the agreed-upon timeline, meets the outlined specifications, and achieves the desired outcomes for our organization.

Training

The proposer will be responsible for providing comprehensive training to our staff to ensure smooth operation and maintenance of the system post-implementation. This training should cover all necessary aspects of the system, including but not limited to its functionality, troubleshooting, and best practices. The training should be conducted by professionals with a thorough knowledge of the system and should be tailored to the varying skill levels of our staff. The vendor should also provide detailed user manuals and ongoing support as part of this training process. The goal is to empower the MCAA team to fully understand and efficiently operate the new system.

Documentation

The vendor is required to provide comprehensive and detailed documentation as part of the proposed system. This documentation should include, but not be limited to, system architecture diagrams, user manuals, technical specifications, API documentation, and troubleshooting guides. The documentation should be clear, concise, and written in a manner that is easily understandable by both technical and non-technical staff. It should serve as a reliable reference for understanding, operating, and maintaining the system. The vendor should also provide any updates to the documentation as and when the system is updated or modified.

Support

The vendor is expected to provide robust and responsive support services following the successful implementation of the system. This includes troubleshooting, regular maintenance, system updates, and user support. The vendor should detail their support structure, including availability hours, response times, and the process for logging support requests. The vendor should also outline their commitment to continuous improvement and how they will handle requests for system enhancements or modifications. The goal is to ensure MCAA receives the necessary support to keep the system running smoothly and efficiently.

Security and Regulatory Compliance

The vendor must ensure that the proposed system adheres to the highest standards of security, protecting sensitive data and maintaining user privacy. The system should comply with all relevant local and international data protection regulations. The vendor is required to provide detailed documentation



outlining the security measures in place, including data encryption, user authentication, access controls, and incident response plans. Additionally, the vendor should demonstrate their commitment to regular security audits and updates to address any potential vulnerabilities. Compliance with industry-specific regulations, if applicable, should also be demonstrated and documented.

Pricing and Billing

The vendor should provide a detailed and transparent pricing structure for the proposed system. This should include the costs for initial setup, implementation, training, ongoing support, and any additional services. The vendor should also outline the billing schedule and payment terms. Any potential extra costs, such as those for system upgrades, additional training, or overages should be clearly stated. The goal is to ensure a clear understanding of the total cost of ownership of the system, with no hidden fees or surprises.

Collective Purchasing Agreements

MCAA can purchase many services and systems using collective purchasing agreements such as TIPS-USA, Sourcewell, or NASPO to name a few without the need for additional steps or board approval. If the Vendor is a member of any of these collective purchasing organizations, please indicate what organization and provide links to the vendor page on the collective purchasing organization's page so we may review it.

Proposal Structure and Sections:

Executive Summary

The proposer should include an executive summary of the proposal including major standout features of the product.

Company Overview

The proposer should include a brief description of the proposer's company, including its history, size, and mission. Additionally, the company overview should include:

Experience

The proposer should include information about the proposer's experience in providing solutions appropriate to the requirements outlined in the Details Specifications, including the number of years in business and the industries they have served, focusing on businesses like MCAA in size and function.

Certifications

The proposer should list any relevant certifications that the proposer holds. This could include technical certifications, quality management certifications, etc.

Case Studies

The proposer should include any available case studies which prove the proposer's ability to implement and manage VoIP systems effectively.



212 Proposal Details

213 The proposer should include details of how the proposal meets the requirements in the Project Scope
214 section including:

- 215 • A detailed description of specific features the product can support.
- 216 • Detailed descriptions of any other features which may be available with the product which may
217 benefit MCAA.
- 218 • A detailed pricing sheet outlining the cost of the system over the contract term, including as laid
219 out in the Pricing section of the Project Scope.
- 220 • A detailed support sheet outlining channels MCAA can use to contact support, response times
221 MCAA can expect, and costs for support.

222 Client References

223 The proposer should provide three (3) references from earlier clients, particularly those in similar
224 industries or with similar requirements to MCAA. These references may be provided as an attachment to
225 the proposal not to exceed one (1) single sided printed page in total.

226 Support and Maintenance

227 The proposer should include information about the proposer's support and maintenance services. This
228 could include their hours of operation, average response time, and the types of support they offer (e.g.,
229 phone, email, live chat).

230 Financial Stability

231 The proposer should provide evidence of the proposer's financial stability which could include financial
232 statements or a letter from a financial institution. Proof of financial stability may be provided as an
233 attachment to the submission and may be of any length appropriate for the form of proof provided.

234 SOC2 Type 2

235 The proposer must supply a SOC2 type 2 report outlining cyber-security controls currently in place and the
236 results of testing those controls. The SOC2 type 2 may be an added attachment to the submission and
237 may be of any length appropriate to this type of document.

238 Submission Format

239 The primary proposal document should include the following sections (at a minimum):

240 An executive summary of the proposal including major standout features of the product.

241 File Format

242 All submissions must be provided electronically in PDF (Portable Document Format) format unless the
243 proposer can provide a specific reason another format should be used. Please ensure that all pages in the



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

244 PDF document are of the same size and shape and are printer friendly (can fit legibly on letter, legal, or
245 ledger sized paper).

246 Length

247 Primary proposal document should be no longer than ten single sided, printed pages (or five double sided
248 printed pages) and should outline details of the service being proposed based on the Detailed
249 Specifications section as well as the Qualifications and Reference section. This limit does not apply to
250 attachments requested by MCAA in the Qualifications and References section, although some may have
251 page limits.

252 Contact Information

253 Proposers should include information, such as the name, title, phone number, and email address of a
254 single point of contact who can answer questions about the proposal.

255 Bid Bond

256 All submissions must include a bid bond or certified or cashier's check, bank money order, or bank draft,
257 issued by a federally chartered or state-chartered bank insured by the federal deposit insurance
258 corporation, made payable to the Missoula County Airport Authority in the amount of \$2,500.00 or 10% of
259 the proposed cost, whichever is greater.

260 Evaluation Criteria

261 This RFP will be awarded to the firm who, in MCAA's sole judgment, is believed to be most qualified. The
262 selection shall be based on a comparative analysis of the professional qualifications necessary for
263 satisfactory performance of the services needed and shall satisfy requirements for open and free
264 competition.

265 MCAA shall appoint a selection committee to evaluate potential firms and shall ensure that the members
266 of the selection committee are kept free of pressures, both internal and external, and that they have no
267 conflicts of interest, real or apparent. The selection committee may conduct interviews and inquiries as
268 desired and shall make a recommendation to the MCAA Board of Commissioners.

269 The MCAA Board of Commissioners must approve the final choice.

270 Each submission received will be evaluated based on the information required as set forth elsewhere in
271 this document. A score for each proposal will be assigned by each member of the selection committee
272 using the following selection criteria and rating system:

273 Scoring Rubric

Scoring Criteria	Rating Points
Meets Basic/Business requirements	15
Advanced Features and Integrations	25



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

Training and Support	10
Security and Regulatory Compliance	15
Proposal Quality, Structure, and Sections	20
Pricing	15
Total Points	100

Contact Information

Request for Proposals (RFP) and contract documents are available from the Point of Contact listed below:

Point of Contact

Lynn Fagan

Office Phone: (406) 728-4381

Email: lfagan@flymissoula.com

Availability: M-F 8 AM to 4 PM

Important:

Other than with written consent from the Point of Contact, all Proposers, including any persons affiliated with or in any way related to a Proposer, are strictly prohibited from contacting any Commissioners or any MCAA personnel on any matter having to do in any aspect with this RFP after RFP issued date. Any other contact with such persons associated with MCAA shall be made only through and in coordination with the Point of Contact and must be made in writing. Prohibitive or inappropriate contacts made by the Proposer may result in the disqualification of the Proposer.

This requirement will be strictly enforced.

Terms and Conditions

Civil Rights

MCAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d 74 to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

The successful Respondent shall not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the performance of any contract entered because of this RFP. The successful Respondent shall carry out applicable requirements of the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

may be amended from time to time, in the award and administration of any contract entered because of this RFP.

If the Respondent is a certified Disadvantaged Business Enterprise (“DBE”), please provide evidence of certification with your submission. For information about DBE certification, please contact the Montana Department of Transportation or review the information at:

[Disadvantaged Business Enterprise | Montana Department of Transportation \(MDT\) \(mt.gov\)](#)

MCAA encourages all firms to subcontract portions of the work to DBE firms and to include DBE firms on their eighty-nine teams, even when they might otherwise perform the work with their own forces.

Miscellaneous Provisions

It is the intent of this RFP to describe the services being sought in sufficient detail to secure qualified Proposals. Proposals will be evaluated based upon qualifications and experience for the proposed projects, using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

MCAA reserves the right to reject any proposals received and if all proposals are rejected, to re-advertise under the same or new specifications, or to make such award as in the judgment of MCAA best meets its requirements. MCAA reserves the right to waive any formalities, irregularities and/or technicalities which are not of a substantial nature and to accept the proposal which is in the best interest of MCAA. MCAA reserves the right to determine what constitutes formalities, irregularities, or technicalities. MCAA shall not be obligated to respond to any Proposal submitted or legally bound in any manner whatsoever by the submission of a Proposal.

Any Proposal submitted as provided herein shall be subject to negotiation at the option of the Authority. Submission of a Proposal shall obligate the Respondent to enter into an Agreement with the Authority in accordance with the content of the submission. It is specifically understood that the Authority can accept any Proposal in its entirety without negotiation and the Respondent shall be obligated to enter into an Agreement with the Authority reflecting that Proposal. The Authority reserves the right to request any Respondent to clarify its submission or to supply additional information necessary to assist the Authority in its selection.

Before a contract will be awarded, MCAA may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Respondent(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize MCAA to conduct reference investigations as needed.

Any agreements arising out of this RFP and negotiations that follow shall not be binding or valid against the Authority, its officers, employees, or agents unless approved by the Authority Board of Commissioners and executed by the Authority and the Successful Respondent in accordance with applicable laws.

The submission of a Proposal shall be considered evidence that the Respondent has investigated all the conditions as described in the RFP Documents and the Respondent is aware of the circumstances and conditions involved. The attention of the Respondent is specifically directed to, and the Respondent will



be conclusively presumed to have read and become familiar with all the RFP Documents, which will be available from the Authority Administration Office. No claim for adjustment of the provisions of the Agreement shall be honored after submission on the ground that Respondents were not fully informed as to the conditions which exist.

The Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of MCAA and will not be returned.

No verbal interpretation made to any Respondent as to the meaning or consequence of any portion of the RFP Documents shall be considered binding. Every request for clarification of the RFP Documents shall be made in writing and delivered to Missoula County Airport Authority, 5225 Hwy 10 West, Box 25, Missoula MT. 59808 or by email to lfagan@flymissoula.com. All such requests must be received at least ten (10) days before the established time for receipt of Proposals. Any response by the Authority to a request by a Respondent for clarification will be made in the form of an addendum to the RFP Documents and will be sent to all parties to whom the RFP Documents have been issued not later than five (5) calendar days prior to the deadline for receiving Proposals. All Addenda so issued shall become part of the RFP Documents. The Authority will not be responsible for any oral instructions, interpretations, or explanations.

Disqualification and Rejection of Proposal

Any of the following causes may be considered as sufficient for the disqualification of a Respondent and the rejection of the Proposal:

- Submission of more than one Proposal hereunder by an individual, firm, or corporation under the same or different names.
- Evidence of collusion among Respondents.
- A Respondent's default or arrangement under any previous existing agreement with the Authority.
- Existence of any unresolved claims between the Respondent and the Authority.
- The Authority reserves the right to reject any Proposals for any reason or for no reason.

Withdrawal of Proposal

No Proposal may be withdrawn after it has been submitted to the Authority unless the Respondent so requests in writing and such request is received by the Authority prior to the Authority's time set for receiving Proposals. No Proposal may be withdrawn after the scheduled due date for a period of ninety (90) days.

Respondent to whom a contract is awarded shall within fifteen (15) days of the date of the receipt of the final Agreement negotiated between the Respondent and the Authority deliver said Agreement fully executed. The Agreement shall substantially be in the form attached as Appendix "B." All such documents must be executed and delivered by the Respondent and approved by the Authority before the Agreement will be executed and returned to the Respondent by the Authority. The Authority reserves the right to cancel the award without liability, at any time before the Agreement has been fully executed by both parties.



Missoula County Airport Authority

5225 Broadway St West

Missoula, MT 59808

(406) 728-4381

376 The Authority reserves the right to reject any or all proposals if it determines that the proposals are not
377 responsive to the RFP or if the proposals themselves are judged not to be in the best interest of the
378 Authority.



GRANITE

TECHNOLOGY SOLUTIONS

PREPARED FOR:

Missoula County Airport Authority

Prepared By:

James Foote
Account Executive
jfoote@granite.tech
406-532-1646

Granite Technology Solutions

1600 North Ave W.
Missoula, MT 59801

Executive Summary

Thank you for the opportunity to propose a phone solution for Missoula County Airport Authority. Granite Technology Solutions (Granite) is uniquely qualified to present our voice solution in this RFP due to our local presence and deep understanding of the needs of aviation clients based on our existing partnerships.

The phone system that Granite recommends is a hosted VoIP solution referred to as UNIFI360. We support over 7,000 users statewide on our UNIFI360 VoIP phone system. Our hosted VoIP solution, UNIFI360, is a strong fit for the aviation industry due to its feature-rich platform, scalability, and mobile softphone app. This is a cost-effective solution that will increase internal collaboration, productivity, and safety. All are achieved through the system's robust feature set which includes but is not limited to: chat and MMS messaging, advanced hunt groups, auto attendants, call recording & reporting, unlimited local and long-distance calling, overhead paging, voicemail-to-email transcription, one-button dialing between departments, and more. The UNIFI360 hosted solutions is backed by reliable support from Granite Technology Solutions, and includes unlimited remote support.

Granite Technology Solutions offers a complete voice solution from start to finish. Granite will manage the project including number porting, programming, onsite installation, and training. We have certified Voice Technicians, Network Technicians, Project Managers, and Account Managers in all our Montana offices who are here to support your organization.

Company Overview

For over 25 years, we have served clients throughout Montana and the surrounding states with end-to-end technology solutions supported by people who care. We are your neighbors, your friends, and your partner in business. With offices in Missoula, Bozeman, and Kalispell, our goal is to be a consultative advisor to your team. In doing so, we provide best-fit IT services and support, networking solutions, business phone systems, internet connectivity, low-voltage structured cabling, surveillance camera systems, and door access systems.

Case Studies

See next two pages.



GRANITE
TECHNOLOGY SOLUTIONS

CHARTING SUCCESS TOGETHER

One Partner for All Your IT, Voice, and Cabling Needs

Not an expert in voice and IT? We are. Granite Technology Solutions can help you meet the demands of the new world of work with all the voice, IT, and cabling services you need, in one place – backed by the reliable, attentive, caring customer support you deserve.

Why Granite?

- Partners with 100+ Leading Internet Connectivity Carriers
- Help Desk Support
- Custom Onboarding
- Quarterly Business Reviews
- Customer Billing Portal
- Caring Customer Service
- Multichannel Support Ticketing System
- Customer Satisfaction Surveys
- 20 Years of Experience and Counting
- Local, four offices across the state
- We answer our phones, it's kind of our thing!

Secure, Compliant and Connected. Granite UNIFI360 phone system meets industry standards and regulations.



Uptime

Reliable multifaceted communication platform with 99.999% uptime.



Custom Call Routing

Communication between local gates, ticketing desks, and major airline customer support.



Safety

Live 911 alerts are sent to selected team members with information on who placed the call (name, ext, time and date).



Integrations

Integrate with Microsoft Teams, Outlook, Google Chrome, and CRM Platforms with web-based APIs.



Paging

Page overhead, by zone, over speaker phones, and more from the desk phone or mobile softphone app.



CCaaS

Leveraging technology for advanced features such as IVR, georouting, call recording, call reporting, and communication archiving.



Repurpose Existing Technology

Saved time and money by integrating existing analog devices with the new UNIFI360 Hosted Phone System.



GRANITE
TECHNOLOGY SOLUTIONS

AVIATION CASE STUDIES



Bozeman Yellowstone International Airport

Customer since 2014

"The install was excellent. The equipment is great. I have backend access and can make changes within the system whenever I need to, which is a huge positive."

Bob Edgar

65 VoIP Phones
2 Locations
Monthly Cost Savings

Key Features
Call Recording for Air Traffic Control
Multisite Connectivity
Mobility

Neptune Aviation

Customer since 2018

"We upgraded our phone system last year and have been extremely happy with the service we receive from Granite. Colt and his team have gone above and beyond to make sure all of our support needs are taken care of."

Nicole Quinn

80 VoIP Phones
Multiple Hangers
On-premise to VoIP Uplift

Key Features
Call Box Integration
Customized After Hours Call Routing
Remote Worker Capabilities



UNIFI360 Specifications

UNIFI360 is a cohesive communication and collaboration platform. It enables users to be more mobile, productive and share content through a single application. UNIFI360's ease of use and affordability can help your organization efficiently connect to your customers. Whether in the office or remote, UNIFI360 seamlessly integrates all of your communication tools into one manageable solution.

UNIFI360 Elevate Desktop Application

The UNIFI360 Elevate Desktop App brings essential collaboration tools together, so employees can send and receive chats and MMS messages, place and receive calls, share screens, start video calls and share files—all from one application.

- Have the flexibility to use your desktop application to place and receive calls in two ways – either as a call controller for your associated desk phone, or as a softphone from your Mac® or PC.
- One place to see the availability of coworkers, place a phone call, start team chat, send text messages, and launch a video conference.
- With the UNIFI360 Elevate Desktop and Mobile Applications, you can take your contacts, files and conversations with you – wherever you are.

UNIFI360 Elevate Mobile App

This powerful application transforms your mobile phone into an essential collaboration tool, making teamwork on-the-go easier than ever. See who is available, send and receive chats and text messages, place calls, and see voicemails all from one application—anytime, anywhere.

- Extend your business phone number and extension to your mobile phone, so you can place and receive calls on-the-go or even transfer calls from your desktop phone to your mobile device – seamlessly, without interruption.
- Your full desktop chat and SMS history is synchronized with your mobile device so you can stay connected and continue conversations no matter where you are.
- From your mobile device (Android®, IOS®) sync your contacts from popular third-party platforms (Office365®, G-Suite™ and more) to all your UNIFI360 Elevate App.

UNIFI360: What's Included?

Each user receives:

- Local phone number with unique extension
- Ability to have up to five endpoints
- Unlimited local & long-distance calling
- Inbound/outbound caller ID
- Web Fax
- Voicemail box with transcription services
- UNIFI360 Elevate Mobile App & Desktop App
- Online Meeting – audio and video conferencing platform

Each account receives:

- Remote support included for the duration of the contract
- Centralized management of all locations
- Auto-Attendant with a direct inward dial phone number
- Ability to configure up to 10 hunt groups
- Active directory integration for easy configuration of users
- Hunt Group reporting
- Enable/Disable call recording
- Ability to download and export call recordings and reports

UNIFI360 Phone System Features

- Call forward
- Call waiting
- Conference calling
- Administrator password
- Auto attendant/IVR
- Call hold
- Named ring groups
- Caller ID
- Call recording
- Paging
- Page all phones or groups
- Custom hold music
- Custom greetings
- Call history
- Call park
- Direct inbound dialing (did)
- Call transfer
- Inbound caller name
- Call flip
- SMS from DID or business number
- No physical infrastructure needed.
- Single pane of glass for management
- Call quality reports with AI analytics
- Multiple options for hardware including corded desk phones, cordless phones, conference phones, & analog telephone adapter devices
- Call flip
- Conference bridge
- Configurable line keys
- Hunt groups
- Do Not Disturb
- Speakerphone
- Hunt group call reporting
- Extension dialing
- Email and SMS notifications
- Configurable ring options
- Remote line key
- Busy lamp field / Call presence
- Voicemail-to-email transcription
- Transfer to voicemail
- Call reporting
- Call recording
- Call monitoring
- Call queuing
- HD audio
- Data archiving with multiple retention periods
- Scalable by deleting or adding users, extensions, and DIDs as needed
- Bluetooth & wireless compatible devices

Integrations & Modern Business Features

Elevate Integration with Microsoft Teams:

- Fully embedded app without requiring \$8 Teams Phone License
- Single-app experience using Teams for collaboration and Elevate for calling features & SMS
- 30-day retention for archiving SMS, call records, recordings and voicemail
- Business SMS
- Call Center (monitor, barge, whisper)
- Advanced hunt groups
- Reporting & AI analytics
- Voicemail transcription

Microsoft Outlook Integration:

- Presence information is pulled from Elevate and displayed in Outlook
- Click-to-call colleagues and contacts from Outlook
- Click-to-chat colleagues from Outlook
- *Meet Now* add-in to integrate meetings through Outlook

Elevate Chrome Extension:

- Click-to-call phone numbers on web pages
- Start meetings from Chrome browser

Sync Contacts:

- Sync contacts from local address book
- Sync contacts from Outlook
- Sync contacts from Gmail / Google contacts
- Sync contacts from Microsoft Azure

CRM Screen Pops:

- Select a predefined URL or custom URL to quickly fetch call info from your CRM software
- One click contact to pull up info from CRM
- Click CRM button in call history to pull up contact info in CRM
- Call notification showing contact is in CRM

Support & Maintenance

Granite has dedicated staff that will provide implementation, project coordination, account management, and ongoing support. The project team will be responsible for overseeing and executing the system implementation and coordinating communications with the Missoula County Airport Authority internal team. Our implementation team will coordinate and execute number porting, multiple training courses for airport staff, programming and installation of devices. Granite will address any challenges that may arise during the implementation process and be aware of avoiding common issues during the implementation and number porting stage.

Granite Technology Solutions will provide ongoing support for Missoula County Airport Authority and train the internal IT team on how to administrate and manage the system.

Comprehensive Voice Security

Highly Secure Data Centers

UNIFI360 is hosted in geographically dispersed, highly secure and monitored data centers by certified tier-three providers. These world-class data centers adhere to strict standards in physical security. Each data center is closely monitored and guarded 24/7/365 with sophisticated pan/tilt closed-circuit TVs. Secure access is strictly enforced using the latest technology, including electronic man-trap devices between the lobby and data center, motion sensors, and controlled ID keycards. Security guards are stationed at the entrance to each site.

Data Encryption

Data encryption protects sensitive customer and call data from unauthorized access. In addition, numerous state, federal, and industry regulations regarding customer and patient privacy mandate encryption of data. UNIFI360 employs encryption, both in-transit (using TLS and SRTP encryption) and at-rest (using AES 256-bit keys), to help keep your data private and secure. Data encrypted while at rest includes voicemails, call recordings, meeting recordings/chat/notes, chat and SMS history, and chat attachments.

Secure Handset Protection

To verify that phones and devices are secure from cyber threats and attacks like eavesdropping, we require strong passwords on all SIP endpoints. Each device is securely provisioned using “HTTPS” with mutual authentication to prevent intrusion.

Authentication for Elevate Apps

The Desktop and Mobile Apps from Elevate allow users to use their Elevate business phone system while working remotely or on the go. These apps can require a login and password and can also be enabled with two-factor authentication for access.

Google Chromium Browser Security Platform

The Elevate Desktop App is built using Google Chromium browser technology. It makes use of the very latest security enhancements available and is updated regularly to keep current with the latest security patches. Chromium's architecture focuses on preventing attacks from persistent malware, transient keyloggers, and file theft.

Spam Caller Protection

Every account is enabled with Spam Caller Protection – helping to keep you and your employees free from calls originated by auto-dialers and known fraudsters.

Stir/Shaken Compliance | Verified Caller Display

Elevate is compliant with the FCC's STIR/SHAKEN framework for the prevention of robocalls and other problematic phone calls. STIR/SHAKEN validates the handoff of phone calls passing through networks for allow us to verify a call is in fact from the number displayed on Caller ID. These calls display a "Verified" caller bad on inbound caller IDs.

Financial Stability

Happy to provide financial statements and a letter from our financial institution, First Montana Bank. Please provide a secure and private method for providing this.

Certifications

- CompTIA A+
- CompTIA Security+
- Fortinet Certified Fundamentals
- Fortinet Certified Associate
- Microsoft AZ-900
- Intermedia Unite Technical Support
- Intermedia Unite Sales Engineer
- Contact Center Technical Support

Type 2 SOC 3

See attached Intermedia – 2023 Type 2 SOC 3 – Report

References

Bozeman Yellowstone International Airport – Bob Edgar, Director of IT & Cybersecurity,
Bob.Edgear@bozemanairport.com, (406)388-6632x270

Neptune Aviation - Nicole Quinn, Executive Coordinator & IT Manager, nquinn@neptuneaviation.com,
(406)542-0606

Holman Aviation – Dwight Holman, President, dholman@holmanaviation.com, (406)731-5682

Pre-Services Agreement

08/31/2024

UNIFI360 Hosted VoIP - Monthly & One-Time Cost

MONTHLY & ONE-TIME COST	Quantity	Unit Price	Total
UNIFI360 – Professional User	35	\$25.00/month	\$875.00
UNIFI360 – Unlimited Remote Support	1	\$0.00/month	\$0.00
Estimated Taxes and Fees *Taxes and fees are subject to local and state government, not Granite.	35	\$5/month	\$175.00
ONE-TIME COST			
Yealink T44W Executive Phone	29	\$0.00	\$0.00
EXP40 Expansion Module	2	\$125.00	\$250.00
Yealink CP925 Conference Room Phone	2	\$350.00	\$700.00
Analog Telephone Adapter	7	\$100.00	\$700.00
Programming, Training, & Installation	35	\$100.00	\$3,500.00
MONTHLY TOTAL			<u>\$1,050.00</u>
ONE-TIME TOTAL			<u>\$5,150.00</u>

Terms

[View Additional Terms](#)

Term: 36 Months

The term of this Agreement will begin on the date of installation and will continue for the number of months indicated on this Agreement, 75% of remaining contract value is due if terminated before end of Agreement. The term of this Agreement may be extended with the written consent of the Parties.

Terms Continued

This Service Order is entered into as of the date the last party signs this Service Order (the "Order Date") and is between the above-named Customer and Company (collectively, "Parties").

NOW, THEREFORE, for good and valuable consideration the Parties agree as follows:

1. **Incorporation.** The Parties hereby incorporate into this Service Order the above information, exhibits and recitals, as well as the Master Services Agreement, Rate Sheet, and Service Level Agreement(s), as they may be updated from time to time by Company (the "MSA" and "SLA(s)", respectively) (collectively, these documents, along with this Service Order, constitute the "Agreement"). The MSA and SLAs are located in the link above.
2. **Services.** Company shall, subject to the terms of the Agreement, provide, perform, and complete all the above referenced products and services (collectively, the "Services") set forth above on or before the end of the Deployment Commitment set forth above.
3. **Charges.** The price to be paid by Customer and accepted by Company for the Services is the one-time charges and monthly charges shown above.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature	Granite Technology Solutions	Date
Signature	Missoula County Airport Authority	Date



Missoula International Airport - UNIFI360

Missoula International Airport

5225 Highway 10 W
Missoula, MT 59808
United States

Dylan O'Leary
doleary@flymissoula.com
406.532.8645

Tim Damrow
tdamrow@flymissoula.com
406.532.8745

Reference: 20250124-150203362

Quote created: January 24, 2025

Quote expires: April 30, 2025

Quote created by: James Foote
"Account Manager "
jfoote@granite.tech
+14065321640
granite.tech

Comments from Granite:

Products & Services

Item & Description	Quantity	Unit Price	Total
UNIFI360 - Professional User Each user receives unlimited remote support, unlimited local & long distance calling, chat & business texting, video conferencing & screen sharing, file sharing, voicemail to email/text, multi office connectivity, and over 50 business phone system features. Includes option of Microsoft Teams integration.	21	\$25.00 / month	\$525.00 / month for 3 years

Item & Description	Quantity	Unit Price	Total
UNIFI360 - Lite User Each user receives unlimited support, 500 minute local and long distance bundle, voicemail, and of 50 business phone system features.	11	\$15.00 / month	\$165.00 / month for 3 years
UNIFI360 - Additional Hunt Group Delivers calls to defined groups of users with routing rules. All calls forwarded outside of the network are charged per use.	3	\$5.00 / month	\$15.00 / month for 3 years
UNIFI360 - Stand-alone voicemail box Stand-alone voicemail box to segregate voicemails for specific purposes	3	\$5.00 / month	\$15.00 / month for 3 years
UNIFI360 - Unlimited Remote Support Unlimited Remote Support	1	\$0.00 / month	\$0.00 / month for 3 years
Estimated Taxes & Fees Fees include the Regulatory Compliance Fee, Emergency Services Surcharge, and Administrative Surcharge. Taxes include Federal, State, Local, Municipal and Telecom taxes as applicable per billing address. *Taxes and fees will fluctuate will user changes made to the account*	1	\$217.05 / month	\$217.05 / month for 3 years
Grandstream GXW4216 16 port FXS Gateway: Analog Telephone Adapter Device	1	\$445.00	\$445.00
Grandstream HT818 8 Port ATA Analog Telephone Adapter Device	1	\$175.00	\$175.00
UNIFI360 - Project, Programming, and Installation Includes project coordination, data collection, programming of system and devices, installation of all hardware and services, and training.	32	\$100.00	\$3,200.00
Monthly subtotal			\$937.05
One-time subtotal			\$3,820.00
			130

Purchase terms

[View Additional Terms Here](#)

Term: 36 Months

The term of this Agreement will begin on the date of installation and will continue for the number of months indicated on this Agreement, 75% of remaining contract value is due if terminated before end of Agreement. The term of this Agreement may be extended with the written consent of the Parties.

This Service Order is entered into as of the date the last party signs this Service Order (the "Order Date") and is between the abovenamed Customer and Company (collectively, "Parties").
NOW, THEREFORE, for good and valuable consideration the Parties agree as follows:

1. Incorporation. The Parties hereby incorporate into this Service Order the above information, exhibits and recitals, as well as the Master Services Agreement, Rate Sheet, and Service Level Agreement(s), as they may be updated from time to time by Company (the "MSA" and "SLA(s)", respectively) (collectively, these documents, along with this Service Order, constitute the "Agreement"). The MSA and SLAs are located in the link above.

2. Services. Company shall, subject to the terms of the Agreement, provide, perform, and complete all the above referenced products and services (collectively, the "Services") set forth above on or before the end of the Deployment Commitment set forth above.

3. Charges. The price to be paid by Customer and accepted by Company for the Services is the one-time charges and monthly charges shown above.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Dylan O'Leary

doleary@flymissoula.com

Verify to sign

Tim Damrow

tdamrow@flymissoula.com

Verify to sign

Questions? Contact me



James Foote

"Account Manager "

jfoote@granite.tech

+14065321640

Granite Technology Solutions

1600 North Ave W.

Suite 108

Missoula, Montana 59801

United States



CAREFULLY READ THESE TERMS AND CONDITIONS, AS THEY FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND COMPANY. ONLY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY MAY EXECUTE THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU DO NOT HAVE PERMISSION TO USE COMPANY SERVICES AND DO NOT HAVE ANY OTHER OF THE RIGHTS SET FORTH BELOW.

This Master Service Agreement (this "MSA") is entered into between the service provider Harmony Communications Inc. dba Granite Technology Solutions ("Company") and customer ("You"). You are not required to purchase voice services from Company nor from any of its affiliates. If You elect to purchase voice services under this MSA, please be advised of the following: (i) voice services will be provided through Company's affiliate; (ii) Your acceptance of, and agreement to, the terms of this MSA also constitutes your acceptance and acknowledgement of, and agreement to, (A) the important disclosures, notices and disclaimers contained in Attachment 1 to this MSA related to 911 (including enhanced 911 (E911)) calling and service and (B) the terms of the Schedule(s) and related documents provided or made available to You by Company's affiliate; and (iii) the terms and conditions of this MSA will apply to the services you receive from Company's affiliate as well as the terms and conditions in Company's affiliate's Schedules and related documents. If You instead choose to purchase voice services through an unrelated third party, this MSA will not govern the provision of any services provided by such third party, and such third-party-provided voice services are used at Your sole risk and pursuant to the terms and conditions you enter into with such third party. Any of the following actions constitutes Your agreement, without limitation or qualification, to be bound by, and to comply with, the terms of this Agreement: (i) registering for Service on Company's web page or portal and selecting "I Accept" as part of the registration process, (ii) ordering Service from Company's personnel and providing them with Your credit card number or other billing information, or use of the Services by You or Your Users. You agree to be bound by all of the terms and conditions of (i) this MSA and (ii) the following:

- Company's Privacy Policy (the "Privacy Policy");
- Company's Service Level Agreements for all of Company's Services that may be sold hereunder (each, a "Service Level Agreement" or "SLA");
- Company's Acceptable Use Policy ("AUP"); and
- Company's Schedules (as defined below).

All of the above referenced documents (i.e., this MSA, the Privacy Policy, the SLAs, the AUP and

the Schedules) are collectively referred to as the "Agreement." Each of the foregoing is expressly incorporated herein by reference and may be amended or updated from time to time by Company. Current copies of the MSA, Privacy Policy, SLAs, AUP, and product schedules are located at <http://serverdata.net/legal>.

DEFINITIONS. For the purposes of this MSA, the following definitions apply:

"Access Information" means information that alone or together with other information, can provide access to any portion of Your Account, including but not limited to, Your Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Your Access Information will include any similar information for each of Your Users.

"Account" means the account created with Company in connection with this Agreement that relates to Your purchase of and subscription to Services and the use of Services by You and Your Users.

"Administrative User" means any of Your employees, consultants, independent contractors or customers to whom You grant administrative permission to access the Services in accordance with Company's entitlements and procedures and this Agreement (where "administrative permission" includes, but is not limited to, the right to create, modify and delete User accounts, as well as the right to access and modify Your billing information and other functionality available through Company's administrative control panel).

"Applicable Law" means any applicable foreign, federal, state, provincial or other laws, rules, regulations or interpretations of relevant

Governmental Authorities or self-regulatory bodies.

"Beta Offerings" means any portion of the Services offered on a "beta" basis, as designated by Company, including but not limited to, products, plans, services, and platforms.

"Data" means all data submitted by Your Users to Company in connection with the Services, including all content, material, IP and similar addresses,

recordings, messages, software, Account Information and Account-related settings.

“Governmental Authority” means a government, regulatory organization, self-regulatory organization, court of competent jurisdiction or similar body.

“Company Parties” means Company's affiliates (including parents and subsidiaries), vendors, licensors and partners, and its officers, employees, agents and representatives.

“PHI” means (a) for customers in the United States, Protected Health Information (as such term is defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as each may be amended from time to time) and (b) for customers in Canada, personal health information (as such term is defined in the applicable federal, state and provincial privacy legislation relating to personal health information and the rules and regulations promulgated thereunder, as each may be amended from time to time) that is individually identifiable health information.

“Schedule(s)” means documents (including the Service-specific product schedules located at <http://serverdata.net/legal> and the order documentation generated through Company's administrative control panel) that specifically describe the Services used by You under this Agreement, including product descriptions, the currency to be used for billing and payment, pricing, and other terms. Each Schedule shall be deemed a part of and incorporated into this Agreement.

“Services” means Company's unified communications, hosting and other services, software and products, as such services, software and products that are offered by Company from time- to-time in its discretion and subscribed to, purchased by, or used by You as set forth in a Schedule.

“Third-Party Service” means any service or product offered by a party that is not Company.

“User” means any of Your employees, consultants, independent contractors or other individuals to whom You grant permission to access the Services in accordance with Company's entitlements procedures and this Agreement (including Administrative Users and end users).

“You” and **“Your”** means the individual or entity on whose behalf this Agreement is accepted.

1. SCOPE; ACCESS; SECURITY.

1.1. **Access to Services.** Subject to and in accordance with the terms of this Agreement, including any Schedules, Company grants You a non-exclusive, non-sublicensable, nontransferable, non-assignable, revocable license for the term of this Agreement to access and use the Services. Services may only be used by Your Users for internal business purposes only. You agree to comply with the terms and conditions of this Agreement, including any Schedules, and with all

applicable Company procedures and policies that further define use of the Services. You acknowledge and agree that the actions of any of Your Users with respect to the Services will be deemed to be actions by You and that any breach by any of Your Users of the terms of this Agreement, including any Schedule, will be deemed to be a breach by You.

1.2. **Account Information and Ownership.** You acknowledge that Your failure to timely update Your Account information, including authorized Administrative Users, can result in unauthorized personnel having access to Your Account and potentially doing harm to You. Accordingly, You agree to maintain accurate Account information by providing updates to Company promptly, but no later than three (3) business days, when any of Your Account information requires change, including any relevant Account contact information. Failure by You, for any reason, to respond within three (3) business days to any inquiries made by Company to determine the validity of information provided by You will constitute a material breach of this Agreement. You acknowledge and agree, and expressly consent, that in the event of any dispute regarding access to or legal ownership of any Company account or any portion thereof, including Your Account, Company will resolve such dispute in its sole discretion. In addition, in the event of such a dispute, Company may immediately suspend, alter or terminate any relevant account, including Your Account, or any portion thereof. You will reimburse Company for any legal fees and other fees incurred with respect to any dispute regarding control or ownership of Your Account or Your Data or the same of another Company customer. You acknowledge and agree that (i) the legal owner of all Data on the Account is You (the counterparty to this Agreement) and not any individual User, including any Account contact registered with Company, regardless of any administrative designation (e.g., Administrator, Billing Contact, Owner, etc.); (ii) You will provide Company with any documentation it reasonably requests to establish ownership and rights to Your Account and any related Data; and (iii) any User identified as an Administrative User with respect to Your Account has the authority to bind You to any amendments, modifications or acknowledgements regarding this Agreement or otherwise relating to the Services.

1.3. **Account Security and Activity.** You acknowledge and agree that You are solely responsible for (i) maintaining the confidentiality and security of Your Access Information, and (ii) all activities that occur in connection with Your Account, whether initiated by You, by others on Your behalf or by any other means. You will notify Company immediately of any

unauthorized use of Your Account, Access Information or any other actual or potential breach of security. You acknowledge and agree that Company will not be liable for any loss that You may incur as a result of any party using Your Access Information, either with or without Your knowledge and/or authorization. You further agree that You may be held liable for losses incurred by Company, any Company Party, or another party due to any party using Your Access Information. Company strongly recommends that You keep Your Access Information in a secure location, take precautions to prevent others from accessing it and change it when necessary to maintain its confidentiality and security. **Company specifically disclaims all liability for any activity in Your Account, whether authorized by You or not.**

1.4. Failure of a Line Test. With respect to voice services, if a specific site fails a "VoIP line test" as part of the installation process, and You are unable or unwilling to upgrade the data circuit, router, switch, or faulty component responsible for the failure, Company reserves the right to cancel the order for such site.

2. TERM AND TERMINATION.

2.1. Term. This Agreement shall be effective from Your acceptance of this Agreement (or a previous version of Company's service agreement) and shall continue until the expiration or termination of all Schedules ("Agreement Term"). When You purchase Services from Company, a Schedule will be created specific to such purchase, setting forth the contract term and other terms and conditions with respect to such purchase. The term of each Schedule ("Schedule Term") shall be an initial term with a duration to be agreed to by You and Company (e.g., one month, one year or some other mutually agreed-upon period) (a "Schedule Initial Term") followed by renewal periods with a duration to be agreed to by You and Company (a "Schedule Renewal Term"). Termination of this Agreement shall not relieve either party from fulfilling its obligations prior to such termination.

a. Monthly Plan Schedule Term. For a Monthly Plan with Company, the Schedule Initial Term is the period from the date of Your acceptance of the Schedule through the remainder of that calendar month. The Schedule Renewal Term for a Monthly Plan is defined as one (1) calendar month beginning at the end of the Schedule Initial Term and each subsequent calendar month thereafter.

b. Annual Plan Schedule Term. For an Annual Plan with Company, the Schedule Initial Term is the period from the date of Your acceptance of the Schedule through the remainder of that calendar month and continuing through the next twelve (12) calendar months (for example, an Annual Plan that begins April 14th will continue until April 30th of the following year), unless the parties have agreed in writing to a longer term. A Schedule Renewal Term for an

Annual Plan is defined as the twelve-month period beginning at the end of the Schedule Initial Term and each subsequent twelve-month period thereafter.

c. Automatic Renewal. Each Schedule will renew automatically at the end of the then-current Schedule Term for a Schedule Renewal Term unless terminated in accordance with this Agreement by either You or Company.

2.2. Termination by You.

a. Monthly Plan. For a Monthly Plan, You may terminate any Schedule for any reason by following the termination procedure located within the Account section of the administrative control panel prior to the beginning of any Schedule Renewal Term. If You terminate a Monthly Plan prior to the end of the then-current Schedule Term, Company will not be required to refund to You any fees already paid, unless otherwise set forth in the applicable Schedule.

b. Annual Plan. For an Annual Plan, You may terminate any Schedule for any reason by following the termination procedure located within the Account section of the administrative control panel at any time. If such a termination is effective prior to the end of the then-current Schedule Term, You will incur a fee that is equal to the lesser of (i) 27 months of the Minimum Package Fee for the end of the calendar month during which such termination occurs; and (ii) the Minimum Package Fee for the remainder of the then-current Term. The "Minimum Package Fee" is the monthly charge for Your base package excluding any additional items that You have purchased along with such base package. The early termination fee is not a penalty. It is an estimate of liquidated damages suffered by Company as a result of Your early termination of the Services.

c. Refunds/Fees for Termination by You. Fees for non-recurring Services and set up fees will not be refunded. Any fees previously waived, discounts, or rebates applied may be reinstated if You terminate the account during the Schedule Term or if You breach this Agreement, including any Schedule.

2.3. Termination by Company.

a. 15-Day Termination. Company may terminate this Agreement or any Schedule for any reason by providing fifteen (15) calendar days' notice. If Company terminates this Agreement pursuant to this Section 2.3(a), then all Schedules will terminate at the end of the fifteen (15) day notice period. If Company terminates any Schedule pursuant to this Section 2.3(a), then (i) for a Schedule with a Monthly Plan, if the effective termination date occurs prior to the end of the then-current Schedule Term, Company will refund (or refrain from charging You) the pro rata monthly fees for the month in which Services terminate and (ii) for a Schedule with an Annual Plan, Company will refund (or refrain from charging You) the monthly fees for the month in which Services terminate. For Schedules with either a Monthly Plan

or an Annual Plan, if Company terminates this Agreement, including any Schedule, pursuant to this Section 2.3(a), Company will not charge You monthly fees for any month following the month in which Company terminates this Agreement, including any Schedule.

b. Immediate Termination. Company may terminate this Agreement, including any Schedule, (or suspend Your Account) immediately and without prior notice for any of the following reasons:

1) Any material breach of this Agreement, including any Schedule, by You, as determined by Company in its sole discretion, including, but not limited to, failure to make any payment when due, violation of the AUP or any other Company policy or procedure applicable to the Services as notified to You from time to time, which remains uncured beyond thirty (30) days' notice by Company; or

2) If Your use of the Services results in, or is the subject of, actual or potential legal action or threatened legal action, against Company or any of its affiliates, vendors, partners, representatives or customers, without consideration for whether such actual or potential legal action or threatened legal action is eventually determined to be with or without merit.

c. Termination or Suspension of Users. In lieu of terminating or suspending Your entire Account, Company may suspend Your Account or terminate or suspend individual Users.

d. No Refunds; Further Payment Due. If Company terminates this Agreement, including any Schedule, pursuant to Section 2.3(b), (i) Company will not refund to You any paid fees and (ii) You will be liable for any payment that would have been due had You terminated pursuant to Section 2.2.

2.4. Following Termination. Termination will not cancel or waive any fees owed to Company or incurred prior to or upon termination. You agree that Company may charge such unpaid balance to Your Account on file or otherwise bill You for such unpaid balance. Upon termination, You must promptly uninstall all software provided by Company in connection with the Services. All of Your Data will be irrevocably deleted promptly (as soon as fourteen (14) calendar days) following the termination of this Agreement or the applicable Schedule, including but not limited to, databases, contacts, calendars, e-mail, website content, and any Data hosted by Company. It will be solely Your responsibility to secure all necessary Data from Your Account prior to termination. Company will not be responsible or otherwise liable for any loss of Your Data or any damages arising from the deletion of Your Data following termination of the Services.

3. FEES, BILLING, TAXES, CHARGES.

3.1. Fees. The fees initially charged upon ordering any Service will be effective for the applicable Schedule Initial Term and each Schedule

Renewal Term, provided, that Company will have the right to increase these fees at any time upon thirty (30) calendar days' notice to You. If You do not agree with such fee increase, You will have the right to terminate the applicable Schedule immediately upon notice received within thirty (30) calendar days of date of notice of the fee increase. All payments made to Company shall be in US Dollars (or any other currency as may be permitted in the applicable Schedule(s)).

3.2. Billing and Payment Arrangements.

Company will bill You monthly for all established and recurring fees, and any applicable one-time fees in that month, including but not limited to interest, check paying program fees and returned check fees. Pro rata billing may occur throughout the course of a billing cycle for feature add-ons that You enable on your Account during any given month.

3.3. Payment by Automated Means.

a. You may view and print an invoice for Your Account using the administrative control panel made available to You. On or about the first (1st) day of each month, Company will apply the current monthly charges to Your automated payment method, the relevant information of which You entered on the billing information page in the administrative control panel. Payment by automated means includes any form of automated payment accepted by Company from time to time, including credit card, debit card, direct debit or other means.

b. You must provide Company with valid automated payment information as a condition to receive or use the Services. You are responsible for and agree to update Company with any changes to Your billing and/or automated payment information (e.g. new or updated credit card, credit card expiration date or other payment account information). **By providing Company with the automated payment information, You authorize Company to charge Your automated payment account for any amounts arising from or relating to the Services without further authorization from You.** It is Your responsibility to keep Your automated payment information up-to-date. If charges to Your automated payment account fail, Company will email a warning to Your Account billing contacts.

c. If Company is unable to successfully process Your payment by automated means by the seventh (7th) calendar day of the month for which the payment is due, Your payment will be considered late and not paid in full. Company may suspend or terminate Your Account in accordance with Section 2.3(b)(i) for failure to timely pay in full. Late payments are subject to a late-payment charge of the greater of (i) interest calculated at the lesser of (x) eighteen percent (18%) per year and (y) the maximum amount permitted by law and (ii) twenty-five dollars (\$25). Such interest will accrue daily from the due date until the date of actual

payment of the overdue amount, whether before or after judgment. You will pay the interest immediately on demand. You will pay all collection costs incurred by Company (including, without limitation, reasonable attorneys' fees).

3.4. Payment by Check.

a. If You apply for and are accepted into Company's check paying program, Company will issue You an invoice within the first five (5) calendar days of each calendar month. Each invoice will include an invoice processing fee of twenty-five dollars (\$25). Payment by check must be received by the fifteenth (15th) calendar day of each month. Acceptance into and continued participation in Company's check paying program will be at Company's sole discretion.

b. Should Your check not be honored, a check fee of the lesser of (i) fifty dollars (\$50) and (ii) the maximum amount permitted by law, will be charged to Your Account. In addition, Company may require You to pay by cashier's check or money order.

c. If Company does not receive payment by the fifteenth (15th) calendar day of the month for which the payment is due, Your payment will be considered late and not paid in full. Company may suspend or terminate Your Account in accordance with Section 2.3(b)(i) for failure to timely pay in full. Late payments are subject to a late-payment charge of the greater of (i) interest calculated at the lesser of (x) eighteen percent (18%) per year and (y) the maximum amount permitted by law and (ii) twenty-five dollars (\$25). Such interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will pay the interest immediately on demand. You will pay all collection costs incurred by Company (including, without limitation, reasonable attorneys' fees).

3.5. Fees for Excess Use. You agree to monitor and maintain Your Accounts within all Company-specified limits and in a manner that does not disrupt the activities of Company and other Company customers and users. If Your usage exceeds the limits for Your Account or may disrupt the activities of other Company customers, You agree that Company may immediately, in its sole discretion, (i) charge You for such excess usage via Your automated payment account, or by invoice if You have been accepted into Company's check paying program, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice To You. Usage and associated charges for excess usage will be determined based solely upon Company's collected usage information. Unused monthly allotments will not accrue or carry over from one month to any other month. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees.

3.6. Taxes. In addition to Company's charges, You will be liable for all taxes, governmental fees and assessments related to fees and charges charged to You under this Agreement or otherwise in respect of Your use of the Services. Company will bill you for any sales, usage or other taxes that apply with respect to (i) the Services that You purchase and (ii) the jurisdiction of Your billing address (or, as required, any other relevant business locations).

3.7. Fees for Additional Services. You agree to pay Company's then-current rates and expenses, including the cost of Company's vendors, for any requests related to information retrieval, subpoenas, consulting and advisory services, or similar work.

3.8. Bill Disputes. You will notify Company of any dispute relating to charges billed to Your Account by submitting a Billing Dispute Notification Form (available through Company's customer service) to Company within thirty (30) days of the date the disputed charges appeared on Your Account. The existence of a dispute will not relieve You from paying any and all amounts billed hereunder. You waive all rights to dispute any charges not disputed by written notice as required above.

3.9. Electronic Billing and Documentation. All billing and other documentation regarding the Services may be provided electronically ("Electronic Documentation"). You acknowledge and agree that You are able to view all Electronic Documentation and consent to receiving Electronic Documentation and decline to receive hard copies of any such materials. You agree to receive all such communications in the English language.

4. USE OF THE SERVICES.

4.1. Internal Use. You will use the Services for Your own internal business, non-residential and non-personal use. You acknowledge and agree that You will not allow any third party, including Your vendors and service providers, to access or use the Services unless such third party is allowed access for the purpose of providing authorized customer support services or in connection with Your appropriate use of the Services for Your own business purposes.

4.2. Restricted Activities. You will not (i) use any Service for any purpose outside the Service's intended scope, features, and function set, (ii) use any Service for third-party training, (iii) use any Service as an application service provider or service bureau, unless You have entered into a separate written agreement with Company to provide such services, (iv) use any Service for timesharing or rental, (v) use any Service to design software or other materials or services with similar or competitive functionality for any purpose, including distribution to third parties, (vi) except with respect to Your Data, duplicate any portion

of the Services or display, distribute, publish, or otherwise disclose any Service; (vii) use any of the Services to interface with any other service or application that is outside the scope of intended use; (viii) decompile, disassemble, or otherwise reverse engineer any portion of the Services; (ix) make any modification or interface to any Service that is not specifically authorized by Company without prior written consent of Company; (x) resell or sublicense any portion of the Services, and any purported resale or sublicense will be void; and (xi) store, maintain, or use on or through the Service any PHI, unless a formal Business Associate Agreement (in a form acceptable to Company in its sole discretion), if required by applicable law, has been executed between Company and You. You may not access the Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Company's prior written consent. You may not, without Company's prior written consent, access the Services if You are a direct competitor of Company.

4.3. Applicable Law. You acknowledge and agree that access and use of the Services may be restricted or limited as a result of Applicable Laws and that You will not use, or allow the use of the Services in contravention of, and will comply with, any Applicable Law. You represent that (i) You and Your Users are not named on any Government Authority list of persons or entities prohibited from receiving exports, and (ii) You will not permit Users to access or use Services in violation of any export embargo, prohibition or restriction. You acknowledge and agree that that it is Your sole responsibility to use the Services in a lawful manner.

5. YOUR DATA; FEEDBACK.

5.1. Submission of Your Data. Any Data You provide to Company in connection with the Services must comply with the AUP. Attempting to place or transmit, or requesting placement or transmission, of Data that does not comply with the AUP will be a material breach of this Agreement. Company may, in its sole discretion, reject or remove Data that You have used or attempted to use with respect to the Services. Any Data used with respect to the Services by or through You will be free of any and all malicious code, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the Services or Company's servers. You hereby represent and warrant to Company that You have the right to use any patented, copyrighted, trademarked, proprietary or other material in connection with Data that You use, post, or otherwise transfer or transmit with respect to the Services.

5.2. Public Disclosure of Data. You are solely responsible for ensuring that You do not

accidentally make any private Data publicly available. Any Data made public may be publicly accessible through the internet and may be crawled and indexed by search engines or other third parties. By making any Data publicly available on any of the Services, You affirm that You have the consent, authorization or permission, as the case may be, from every person who may claim any rights in such Data to make such Data available in such manner.

5.3. Data Takedown. By making any Data publicly available in the manner aforementioned, You expressly agree that Company will have the right to block access to or remove such Data made available by You, if Company receives complaints, inquiries or notices concerning any illegality or infringement of rights in such Data. You expressly consent to determination of questions of illegality or infringement of rights in such Data by the agent designated by Company for this purpose.

5.4. Filtering. Company may employ various filtering methods to reduce unwanted content, such as SPAM e-mail or calls, from reaching Your Company Account. You acknowledge and agree that such methods may prevent legitimate content or communications from reaching Your Account and that Company will not be liable therefor.

5.5. Control. Company is not obligated to exercise control over the content of information, including Your Data, passing through Company's network except any controls expressly provided in this Agreement.

5.6. Feedback. Any feedback, suggestions, testimonials, endorsements, information or materials conveyed to Company by You or Your Users in connection with the Services shall be collectively deemed "Feedback." You agree to grant and hereby grant to Company a perpetual, transferable, irrevocable, royalty-free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction.

6. CONFIDENTIALITY AND PRIVACY.

6.1. Confidential Information. "Confidential Information" is all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include Your Data. Company's Confidential Information will include the Services (and any portion thereof), the terms and conditions of this Agreement and any Schedules, and all related Service order forms, as well as Company's business and marketing plans, technology and technical information, product plans and designs, and

business processes disclosed by Company. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. The Receiving Party may disclose Confidential Information to the extent required to comply with binding orders of governmental entities that have jurisdiction over it; provided however that, to the extent legally permitted by law to do so, the Receiving Party gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy and discloses only such Confidential Information as is required by the governmental entity. You acknowledge that Company, and its licensors, retain all intellectual property rights and title, in and to, all of their Confidential Information and/or other proprietary information. This shall include, but not be limited to: products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services provided by Company hereunder.

6.2. Protection of Confidential Information. Except as otherwise permitted by this Agreement or in writing by the Disclosing Party, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations at least as protective of Disclosing Party and its Confidential Information as the provisions of this Agreement.

6.3. Use and Disclosure by Company. Notwithstanding the foregoing, Company may use or disclose Your Data (i) as expressly permitted in writing by You, and (ii) as expressly provided in this Agreement, including (a) in accordance with the Privacy Policy (as if such Data were "Information" as defined under the Privacy Policy), and (b) to access Your Data to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters. You expressly consent to the foregoing use and disclosure.

7. BETA OFFERINGS.

The SLAs do not apply to any Beta Offerings.

Notwithstanding anything else set forth in this Agreement, Company does not make any representations or warranties regarding any Beta Offering or the integrity of any data stored in connection with any Beta Offering. You are strongly discouraged from using any Beta Offering in connection with sensitive data. Company may, in its sole discretion, change or terminate any Beta Offering without notice and does not represent or warrant the result of any such action. Company may, in Company's sole discretion, convert any Beta Offering to a paid service upon notice to You. To avoid incurring increased charges following such a conversion, You must terminate (i) the individual converted service (if possible) by contacting Company as directed in the conversion notice, or (ii) if You subscribe to no other services under Your Account, the entire Account, pursuant to Section 2 of this MSA.

8. LIMITED WARRANTY; LIMITATION ON LIABILITY; THIRD-PARTY SERVICES.

8.1. Limited Warranty. Company provides the Services and any related products on an "as is" basis, except as otherwise specifically set forth in the applicable SLA. You expressly agree that use of the Services is at Your sole risk. To the fullest extent permitted by applicable law, Company and the Company Parties expressly disclaim all warranties of any kind, whether express, implied, statutory, or otherwise, oral or written, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. You hereby agree that the terms of this Agreement, including any Schedule, will not be altered due to custom or usage or due to the parties' course of dealing or course of performance under this Agreement, including any Schedule.

8.2. Limitation on Liability. Company and Company Parties will not be liable for any direct, indirect, incidental, special, punitive or consequential damages (including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like) in connection with any claim arising under or in connection with this Agreement or the Services provided hereunder, regardless of whether Company or any Company Party has been advised of such damages or their possibility. Some jurisdictions do not permit exclusion or limitation of liability for all types of damages (including the province of Quebec), so the preceding exclusions may not apply to all parties; in such jurisdictions, and only such jurisdictions, the liability is limited to the fullest extent permitted by law. Company will not be liable for any harm that may be caused by Your access to application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, viruses and

similar mechanisms. You agree that the total liability of Company and any Company Party and Your sole remedy for any claims (i) regarding the Services for which a remedy is set forth in the applicable SLA is limited to the remedies set forth in such SLA; and (ii) regarding the Services, other than those specifically described in clause (i) of this Section 8.1, is limited to the lesser of (a) One Thousand Dollars (\$1,000) and (b) the prior one (1) month of Service fees paid under this Agreement by You to Company.

8.3. Other Liability. None of the Company Parties is responsible to You for any warranty provided by Company.

8.4. Third-Party Services. Company may link to or offer Third-Party Services on Company's website or otherwise through the Services; provided that this Section 8.4 does not apply to Third-Party Services that You purchase from Company. Any purchase, enabling, or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between You and any Third-Party Service, is solely between You and the applicable Third-Party Service provider and is subject to the terms and conditions of such Third-Party Provider. Company does not warrant, endorse or support Third-Party Services and is not responsible or liable for such Services or any losses or issues that result as Your use of such services. If You purchase, enable or engage any Third-Party Service for use in connection with the Services, You acknowledge that Company may allow providers of those Third-Party Services to access Your Data used in connection with the Services as required for the interoperation of such Third-Party Services with the Services. You represent and warrant that Your use of any Third-Party Service signifies Your independent consent to the access and use of Your Data by the Third-Party Service provider, and that such consent, use, and access is outside of Company's control. Company will not be responsible or liable for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.

9. OWNERSHIP AND CONTROL.

9.1. No Transfer. Except for rights expressly granted in this Agreement, including any Schedules Company does not transfer any intellectual or other property or proprietary right to You. All right, title, and interest in any Service provided to You, including without limitation any copyright, trade secret and vested or potential trademark and patent rights, is solely the property of Company and its vendors and licensors. As between You and Company, all materials distributed by Company in connection with the Services will at all times remain the property of Company, and upon the request of Company or upon termination of this Agreement or any Schedule, You will promptly return any and all such materials.

9.2. Control. Company will have sole and complete control over, and reserves the right at any time to make changes to, the configuration, appearance, content and functionality of the Services. In addition, Company reserves the right, at any time, without prior notice, to the exercise of its sole discretion to suspend or terminate any Service for the protection of the security and integrity of the Services or other business, technical or financial considerations as determined by Company.

10. INTELLECTUAL PROPERTY PROTECTION.

Company will, at its own expense, defend or at its option settle, any claim brought against You by a third party on the issue of infringement of any copyright, patent, or trademark of that third party, in each case by the "Company Technology," as defined below in this Section 10; provided that You provide Company with (a) prompt written notice of such claim; (b) control over the defense and settlement of such claim; and (c) proper and full information and assistance to settle and/or defend any such claim. In the event of any claim for which Company may be obligated to defend or settle in accordance with this Section 10, Company may at its sole option and expense, either: (i) procure the right to use the Company Technology as provided herein, (ii) replace the Company Technology with other non-infringing products with equivalent functionality; (iii) suitably modify the Company Technology so that it does not infringe, or (iv) terminate this Agreement. Company assumes no liability for infringement claims arising from: (1) any combination of the Company Technology with products or technology not provided by Company, if the infringement would not have occurred if the Company Technology had not been so combined; (2) any modification of the Company Technology, in whole or in part, by anyone other than Company, if the infringement would not have occurred but for such modification; (3) use by You of any Company Technology after Company notifies You that continued use may subject You to such claim of infringement, provided that Company provides You with a replacement release of the Company Technology; (4) any proprietary or intellectual property rights not expressly identified in this Section 10; or (5) any non-United States proprietary or intellectual property rights. "Company Technology" means the software of Company which is delivered to You in connection with Your use of the Services. This Section 10 sets forth the entire liability and obligations of Company, and Your exclusive remedy, with respect to any actual or alleged infringement of any intellectual property or proprietary right by the Services. The terms of this Section 10 are subject to the limitations of Section 8.

11. HARDWARE, EQUIPMENT, AND SOFTWARE.

Unless purchased from Company or one of its affiliates pursuant to a separate written agreement, You

are responsible for and must provide all hardware, software, services and other components necessary to access and use the Services. Company makes no representations, warranties, or assurances that third party hardware, software, services and other components will be compatible with any Service. Company reserves the right to change or upgrade any equipment or software that it uses to provide the Services without notice to You. Company will install security patches, updates, upgrades and service packs ("Updates") as it determines in its sole discretion, and reserves the right, but not the obligation, to roll back any Updates. Updates may change system behavior and functionality and as such may negatively affect the Services used by You. Company cannot foresee nor be responsible or liable for service disruption or changes in functionality or performance due to Updates. Company is not responsible or liable for issues that may arise from incompatibilities between Your Data and use of the Services and any Update or hardware or software change or configuration, regardless of whether discretionary or requested.

12. INDEMNIFICATION.

You agree to defend, indemnify, save, and hold Company and the Company Parties harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against them that may arise or result from Your use of the Services, Your breach of this Agreement (or any Schedule), or Your negligence or willful misconduct.

13. MODIFICATION OF TERMS.

Company may update, amend, modify or supplement the terms and conditions of this Agreement, including any Schedules, any SLAs, the AUP and the Privacy Policy, from time to time by giving You notice. Such changes will take effect immediately. Any such modification may be made without the consent of any third party beneficiaries of this Agreement. You can review the most current version of this Agreement at any time at: (<http://www.serverdata.net/legal/>). **Your continued use of Your Account or the Services after Company posts a new version of the Agreement will be conclusively deemed to be acceptance by You of any such new version.**

14. MISCELLANEOUS.

14.1. Governing Law; Jurisdiction; Forum; Attorneys' Fees. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws or its principles. Any claim or suit arising out of or relating to this Agreement will be brought exclusively in any court of competent jurisdiction located in Santa Clara County, California. In any action to enforce this Agreement, including, without limitation, any action by Company for the recovery of fees due hereunder, You agree to pay Company's reasonable attorneys' fees and costs in connection

~~with such action if Company prevails in such action. You agree to waive the right to trial by jury with respect to any proceeding related to or arising out of this Agreement.~~

14.2. Written Communications and Notice.

You accept that communication from Company may be electronic. Company may contact You by e-mail or provide You with information by posting notices on Company's website or to Your Account. You agree to receive all such communications in the English language. You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that Company provides to You electronically are acceptable and effective as notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given (i) immediately upon personal delivery, (ii) the second (2nd) business day after mailing, (iii) the second (2nd) business day after sending by confirmed facsimile, or (iv) the first (1st) business day after sending by email or, if from Company to You, online posting. Notices to You shall be written in English and may be addressed by Company to any e-mail address, postal address or facsimile number registered with Company, or through means of online posting through the Services. Notices to Company that are not expressly authorized by administrative control panel under this Agreement shall be written in English and mailed to Company.

14.3. Authority, Age and Capacity. The individual accepting this Agreement on behalf of You represents and warrants that he/she has the authority to bind You to this Agreement. You hereby represent and warrant that each User has reached the older of (i) the age of eighteen (18) and (ii) the age of majority in the User's jurisdiction, and that You are not subject to a limitation on Your ability to enter into this Agreement.

14.4. Severability. If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any of the other provisions of this Agreement, and this Agreement will be construed as if such provision(s) had never been contained herein, provided that such provision(s) will be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

14.5. Waiver. No waiver by either party of any breach by the other party of any of the provisions of this Agreement will be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver will be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing.

14.6. Remedies. The rights and remedies of the parties hereunder shall not be mutually exclusive,

i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. The parties acknowledge, confirm and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach by You or Your Users of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the parties shall be enforceable in equity as well as at law or otherwise.

14.7. No Assignment. No benefit or duty of You under this Agreement will, without the consent of Company, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will be void. Company may assign this Agreement without Your consent and without notice.

14.8. Fair Interpretation, Headings. This Agreement reflects terms that are mutually agreeable to the parties. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party based on draftsmanship of the Agreement or otherwise. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

14.9. Force Majeure. Except for monetary obligations, neither party shall be liable to the other for failure or delay in the performance of a required obligation hereunder if such inability or delay is caused by reason of Force Majeure Event. "Force Majeure Event" is any cause beyond a party's reasonable control or anticipation, including, without limitation, acts of war, acts of god, terrorism, earthquake, hurricanes, flood, fire or other casualty, embargo, riot, sabotage, labor shortage or dispute, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, condemnation,

acts of third parties, failure of the Internet or other reason that is beyond a party's reasonable control or anticipation.

14.10. Survival. The preamble, "Definitions" and Sections 2, 3, 4, 5, 6, 8, 9, 10, 12, 13 and 14 of this MSA will survive termination.

14.11. Independent Parties. Notwithstanding anything to the contrary herein, it is acknowledged, confirmed, and agreed that You shall be, and shall be deemed to be, an independent entity for all intents and purposes, including, without limitation, federal taxation. You shall pay all expenses in connection with performing Your obligations hereunder and shall not incur any indebtedness on behalf of Company in connection with such expenses. Neither party shall have or hold itself out as having any right, authority nor agency to act on behalf of the other party in any capacity or in any manner, except as be specifically authorized in this Agreement.

14.12. Entire Agreement; Third Party Beneficiaries. This Agreement, including any Schedules, constitutes the entire agreement for provision of the Services to You and supersedes all other prior agreements and understandings, both written and oral, between You and Company with respect to the Services. You understand and agree that (i) Company and You may include, as the sole third party beneficiaries of this Agreement, the Company Parties, and (ii) in the event of any breach of this Agreement, including any Schedule, such Company Parties shall have all rights and remedies available to them as if they were parties to this Agreement, including claiming the benefit of Section 8 of this MSA.

14.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

14.14. Language. The parties confirm that they have requested that this Agreement and all related documents be drafted in English. *Les parties aux présentes ont exigé que la présente entente et tous les documents connexes soient rédigés en anglais*

Attachment 1
Enhanced 911 Service - Disclosures, Notices and Disclaimers

IMPORTANT: EMERGENCY 911 CALLING INFORMATION

This document provides very important information about emergency 911 calling using the Internet phone service of Company, including as part of Company's Unified Communications and Cloud PBX services. This document also describes the steps that you, as a customer of this service ("You"), should take **to ensure Your safety and the safety of Your employees and visitors.**

Capitalized terms used in this document but not otherwise defined have their respective meanings set forth in the Master Service Agreement between You and Company. **Note that this document is incorporated into the terms of Your Master Service Agreement and creates a legally binding obligation on You.**

Dear Customer:

Emergency 911 Services (including Enhanced 911 or "E911") provided by Company differ from the emergency calling services provided by a traditional telephone company. **These differences may have an adverse impact upon the ability or timeliness of 911 responders to respond to or assist You or others in the event of an emergency.** In addition, due to limitations on technology, the location reported by Company to the public safety dispatcher for Your telephones may not include a user's specific location within a business premise. For this reason, it is important that You carefully follow the instructions below.

As part of the process of subscribing to our voice services, You provide us with the street address, city, and state ("Service Address") where You will be using Your Company voice service. Except as provided below for Canada, our customers have access to either basic 911 or E911 service depending on their service location:

- If You are a customer located in an area where the applicable emergency center offers **E911 service**, then, when You dial 911, Your telephone number and registered address are sent by Company to the emergency center, where public safety dispatchers have access to this information in order to send help and call You back if necessary.
- However, if You are a customer located in an area where the applicable emergency center only offers **basic 911 service**, then, when You dial 911, the emergency center is not equipped to automatically receive Your telephone number and address, and public safety dispatchers answering the call may not be able to access Your telephone number and/or registered address. Therefore, in this situation, You must be prepared to supply this information on the call. Until You supply the public safety dispatchers with Your phone number and address, the dispatcher may not be able to send help, and they may not be able to call You back if the call is disconnected or dropped.

If You are calling from a Canadian phone number, when You dial 911, You will only have access to basic 911 service. Your call will first be routed to an emergency services operator. You will need to verbally provide Your location to the operator. After the operator verbally determines Your location, the operator will transfer the call to the appropriate Public Safety Answering Point (PSAP). Therefore, in this situation, You must be prepared to supply Your telephone number and/or registered address on the call. Until You supply this information to the operator, the operator may not be able to send help and may not be able to call You back if the call is disconnected or dropped.

For the purposes of 911, and to ensure the safety of You, Your employees, and Your visitors, You must register with Company the physical location where each user will utilize our service with each phone line. We will register the physical location or Service Address that You provide as part of subscribing to our service. **Please note that it is Your responsibility to confirm the accuracy of Your Service Address upon initial registration, and upon any further changes, additions, or transfers of phone numbers.** You can do this by using Your online account portal. In addition, it is Your obligation to require each user to provide Company

with their specific location within Your premises in the event of an emergency. It is Your responsibility to inform each user that when the user moves the device to another location, the user must inform You, and in turn, it is Your obligation to update Your registered address. It is Your responsibility to update Company promptly when You or any user changes the physical location to which service is provided. If You (or Your users) do not update location information, Your 911 calls may be directed to an emergency center near Your old address (instead of the new location), which may result in 911 responders being delayed in responding, or unable to respond, to the reported emergency. You may register only one 911 location at a time for each phone line. **To be clear, You must re-register the Service Address with Company each time the Service Address changes.** Please note that this is standard and customary practice for any Internet-based voice service, and it is designed to keep You, Your employees, and Your visitors safe in case of an emergency.

With Company's Unified Communications service, You have the ability to connect Your voice service to multiple devices and endpoints. Please note the following important service limitations with regard to the use of such devices or endpoints:

- Note that You must register (or instruct Company to register) the correct service address for each separate device within the Company portal (e.g., home phone, office phone, etc.).
- Emergency 911 calls are supported from Company's Unified Communications mobile application as follows:
 - Except as provided below for Canada, emergency 911 calls placed through Company's Unified Communications mobile application will be processed (e.g., routed to a local Public Safety Answering Point (PSAP)) as if the call was being placed from the Service Address that is registered in Company's system for the applicable Unified Communications phone number. Therefore, if the caller is not physically located at that registered Service Address, the call may be routed to a PSAP that is not local to the caller's then-current location, and the caller will need to verbally provide his/her location to the emergency responder. As a result, there is a risk of delay in the processing of emergency 911 calls placed through the mobile application (due to calls being incorrectly routed and additional handling and transfer time), as well as a risk that the emergency service providers may not be able to identify the caller's location (and thus not be able to provide the emergency services needed by the caller) if the caller is unable to verbally communicate his/her location; and any of these events may result in the caller not receiving the emergency services they require in a timely manner, or at all.
 - In Canada, all emergency 911 calls placed through Company's Unified Communications service, including the Unified Communications mobile application, will first be routed to an emergency service operator, which will transfer the call to the appropriate PSAP after verifying the caller's location. As a result, there is a risk of delay in the processing of emergency 911 calls due to additional handling and transfer time. In addition, if the caller is unable to communicate his/her location to the operator, the operator may not be able to route the call to the appropriate PSAP. Thus the caller may not receive emergency services he/she requires in a timely manner, or at all.
- Company recommends that any emergency 911 calls placed on a mobile device be made using the mobile phone's native dialer, instead of through the Unified Communications mobile application, as the mobile carrier infrastructure is better able to obtain and provide accurate location information to enable the call to be routed to the most appropriate PSAP.

911 service over Internet-based voice service has several limitations. Such limitations, including those discussed above, may prevent You from making emergency calls and include but are not limited to any of the following:

- Loss of electrical power
- Loss of Internet connection for any reason
- Termination of Your account by your broadband ISP or by Company
- Defective or misconfigured customer premises equipment or software

- Network congestion
- Delays from updating Your registered Service Address
- Non-voice equipment, such as security systems and medical monitoring equipment
- Relocating the equipment outside of the United States, which is prohibited by the Master Service Agreement and applicable product schedules
- Simultaneous use of one line with multiple pieces of equipment
- The failure of the emergency response center to answer Your calls
- Failures of third parties responsible for routing 911 calls

You should advise all of Your employees, invitees, guests, visitors, and every other person who visits Your facility and/or who may make calls using the service of the limitations described above.

In some cases, emergency calls may not be routed to the designated emergency center in Your area. Rather, an emergency call may be routed to an alternative emergency center that may not have access to any or all of Your registered Service Address information. Consequently, a user should be prepared to provide sufficient information with respect to their physical location to a public safety dispatcher. This method may delay the dispatch of emergency personnel to the user's location. If the emergency call is disconnected for any reason prior to the time the user has provided a location and callback number, emergency personnel will have no way to contact the user or determine the user's identity or location, and the user should immediately redial 911.

It is important that You place the stickers shipped with the phones purchased from Company, or the label (accessible in the document entitled "E911 Notifications" found on www.serverdata.net/legal under the heading "Unified Communications") for phones You supplied yourself, next to all devices which use the Company service, including all session initiation protocol ("SIP") telephones, analog telephone adapters and telephones attached to an analog telephone adapter having the capability of connecting to our service, as well as all computers having softphone software installed. The sticker or label should be conspicuously located near or on each device so that a caller can easily see it. Failure to situate a sticker or label near or on each device may result in a caller not knowing that he/she may not be able to reach 911 in the event of an emergency.

You acknowledge and agree that if You are not comfortable with the limitations of Company's 911 service, that You should always have an alternative means of accessing emergency service. To ensure that You and Your Users have access to emergency services, You acknowledge and accept that it is Your sole responsibility to purchase, from a third-party separately from Company, traditional wireless or landline telephone service as a backup means of completing emergency calls. If the Service is used in a home office environment, it is not intended to be used for personal, residential, nonbusiness or nonprofessional commercial use. A home office user must provide alternative arrangements for residential emergency calls.

To check Your 911 activation status, log in to Your account or dial support from Your Company phone.

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: April 29th, 2025

1. **TITLE:** Faber Contract Amendment – Exhibit Update

Review, discussion, and possible approval of the updated leased area exhibit for Faber, Coe and Gregg (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** In September of 2019, the Missoula County Airport Authority released a Request for Proposals for Food and Beverage Concessions at the Missoula Montana Airport. Faber, Coe and Gregg (Faber) was ultimately selected as the successful respondent to the RFP.

In February of 2023, the MCAA Board approved an MOU with Faber for design and construction of the expanded Phase 2 concession areas. This agreement was formalized in September of 2024 when the board approved Martel Contract #27 for construction of the Phase 2 concessions. One of the requirements of the 2023 MOU with Faber was to complete an amendment to the 2020 Food and Beverage Lease Agreement in order to update the “Description of the Leased Property” to include the expanded Phase 2 concession areas.

As the airport nears completion of Phase 2 and the related concession spaces in the coming months, we have finalized an updated lease exhibit. It is important to note that this exhibit merely incorporates the additional leased areas and leaves the original Faber contract terms and duration unchanged. Upon approval, Faber will continue working with the Department of Revenue to amend liquor licensing requirements because of the additional liquor serving and storage locations for Phase 2.

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

6. **SUPPLEMENTAL AGENDA INFORMATION:** Second Faber Leased Area Exhibit

7. **RECOMMENDED MOTION:** Move to accept the Second Lease Addendum with Faber for Phase 2 Concession locations, including the updated leased area exhibit.

8. **PREPARED BY:** Tim Damrow, Deputy Director

9. COMMITTEE REVIEW: N/A

SECOND ADDENDUM TO FOOD AND BEVERAGE LEASE AGREEMENT

This Addendum is made and entered into this ___ day of April, 2025 by and between Missoula County Airport Authority ("MCAA") and Faber Coe & Gregg of Florida, Inc., a Florida corporation registered to do business in the State of Montana ("Faber").

Recitals

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport ("the Airport").
2. Faber Coe & Gregg of Florida, Inc. operates food and beverage concessions in airports and other transportation locations throughout the United States.
3. On April 28, 2020, MCAA and Faber entered into a Food and Beverage Lease Agreement and an Addendum dated April 26, 2022, ("Lease") wherein MCAA granted Faber the non-exclusive right to operate a food and beverage concession in Phase 1 of the Airport's new terminal building.
4. On February 28, 2023, MCAA and Faber executed a Memorandum of Understanding ("2023 MOU") identifying their respective roles and responsibilities regarding design and buildout of Phase 2 concession space.
5. On October 15, 2024, MCAA and Faber executed a Memorandum of Understanding ("2024 MOU") which clarified the respective roles between Faber and MCAA for design, furnishing and build-out costs of Phase 2 as well as identifying the total monthly payments due to be paid from Faber to MCAA.
6. As the Airport nears completion of Phase 2 and the related concession spaces, it is necessary to complete an amendment to the Lease in order to update the "Description of the Leased Property" to include the expanded Phase 2 concession areas.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Management Agreement as follows:

1. Paragraph 3 is amended to read as follows:

Description of Leased Property. Lessee is granted the exclusive use of the property as shown on the attached Exhibit A ("Leased Property"):

- a. Pre-Security Black Coffee Roasting Co.
Approximately 2,540 sq. ft.
- b. Post-Security Kettlehouse Bar & Grill (including kitchen)
Approximately 2,000 sq. ft.
- c. Post-Security Cold Smoke Tavern (including Post-Security Black Coffee Roasting Co.)
Approximately 3,200 sq. ft.
- d. MSO Marektplace (including kitchen)
Approximately 2,800 sq. ft.

e. MSO Tap House
Approximately 1,700 sq. ft.

f. Level 2 Storage
Approximately 650 sq. ft.

2. Exhibit A ("Leased Property") is replaced with the Exhibit A attached to this Second Addendum to Food and Beverage Lease Agreement.
3. This Addendum contains the entire understanding of the parties with respect to the amendments to the Lease. All terms of the Lease not specifically amended herein shall remain in full force and effect. In the event of a conflict between the terms of this Addendum and the Lease, the terms of the Addendum will govern.

IN WITNESS WHEREOF, MCAA and Contractor have executed this Second Addendum as of the date first written above.

Missoula County Airport Authority

Faber Coe & Gregg of Florida, Inc.

By: Brian Ellestad, Airport Director

By: Anuj Govilla, C.F.O.

Exhibit A ("Leased Property") to Second Addendum to Food and Beverage Lease Agreement, April 29, 2025

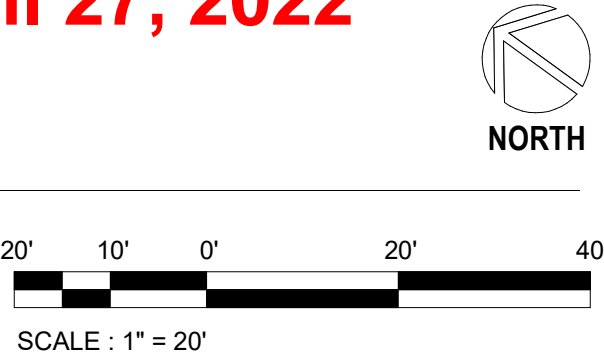


- DIMENSION NOTES**
- 1. EXTERIOR CONCRETE WALL DIMENSIONS TAKEN TO OUTSIDE FACE OF CONCRETE
 - 2. EXTERIOR STUD WALL DIMENSIONS TAKEN TO INTERIOR FACE OF STUD
 - 3. LEVEL 01 EXTERIOR WALLS TO ALIGN W/ STEM WALLS BELOW, REF. DETAILS 18 / A5.3.2 AND 19 / A5.3.2
 - 4. ALL OTHER DIMENSIONS TAKEN TO FACE OF STUD U.N.O.
 - 5. STOREFRONT/CURTAIN WALL ASSEMBLY DIMENSIONS TAKEN TO EXTERIOR FACE OF MULLION
- LINETYPE LEGEND**
- SIDA LINE
 - NEW/EXISTING BOUNDARY LINE
 - CALL OUT BOUNDARY

16 OVERALL FLOOR PLAN - LEVEL 00
1" = 20'-0"

Missoula Montana Airport
5225 West Broadway St.
Missoula, MT 59808

License Number: 04-801-5030-006
Date: April 27, 2022



sheet OVERALL FLOOR PLAN - LEVEL 00
project MSO EAST CONCOURSE EXPANSION
owner MISSOULA MONTANA AIRPORT

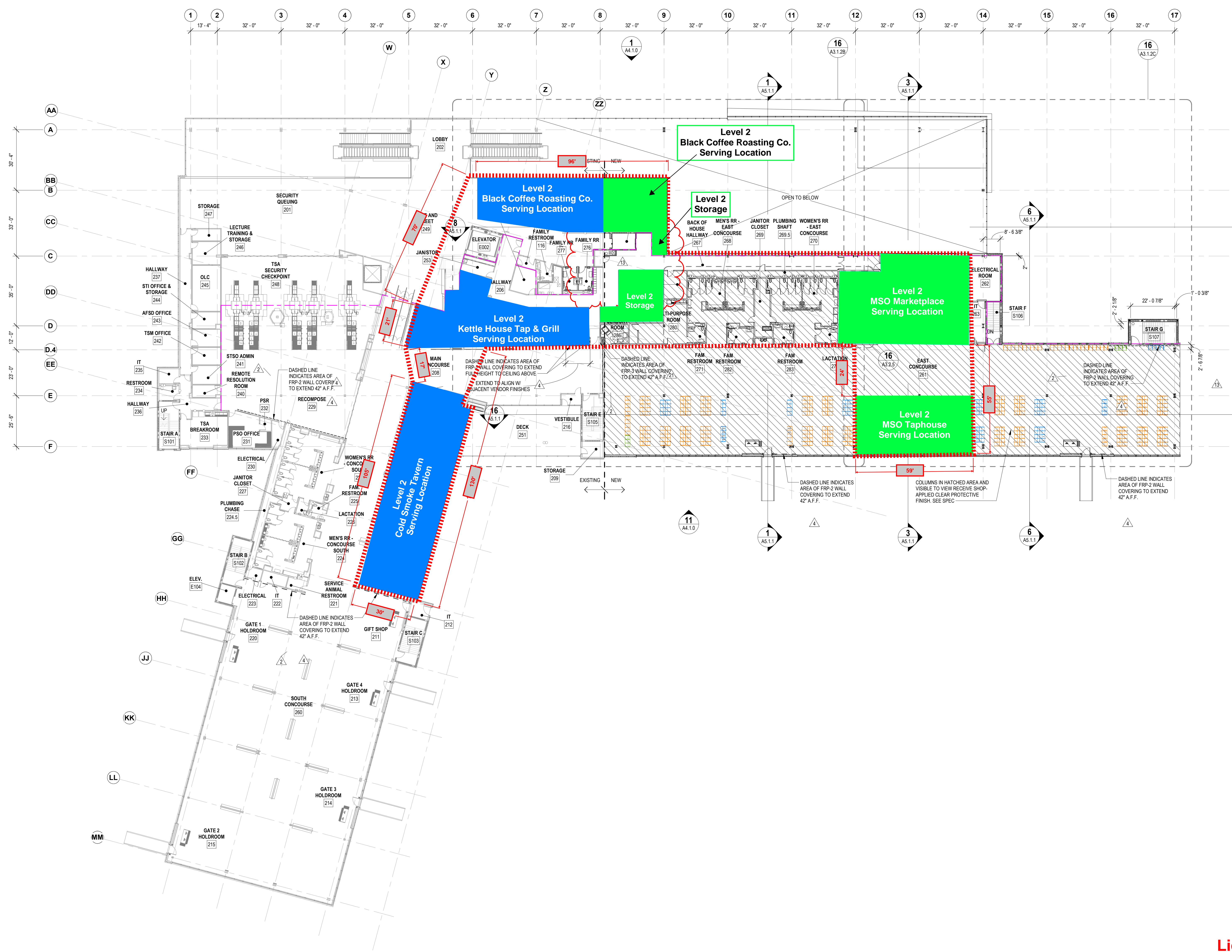
project #	16131.20
revision	date
3	02/08/2023

phase
ISSUED FOR
CONSTRUCTION



issue date
07.14.2022

A2.1.0
150



DIMENSION NOTES

- EXTERIOR CONCRETE WALL DIMENSIONS TAKEN TO OUTSIDE FACE OF CONCRETE
- EXTERIOR STUD WALL DIMENSIONS TAKEN TO INTERIOR FACE OF STUD
- LEVEL 01 EXTERIOR WALLS TO ALIGN WITH STUD WALLS BELOW. REF. DETAILS 18 / A5.3.2 AND 19 / A5.3.2
- ALL OTHER DIMENSIONS TAKEN TO FACE OF STUD U.N.O.
- STOREFRONT/CURTAIN WALL ASSEMBLY DIMENSIONS TAKEN TO EXTERIOR FACE OF MULLION

LINETYPE LEGEND

- SIDE LINE
- NEW/EXISTING BOUNDARY LINE
- CALLOUT BOUNDARY

FLOOR PLAN GENERAL NOTES

- REFER TO STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION. ALL INFORMATION REGARDING EXISTING CONDITIONS IS BASED UPON OWNER-SUPPLIED DOCUMENTS AND MAY NOT PRECISELY REFLECT FIELD CONDITIONS.
- REFER TO PROJECT MANUAL FOR INFORMATION ON MATERIAL AND FINISH TAGS IN DRAWINGS. SEE G2.1.0 AND G2.1.1 FOR ASSEMBLIES.
- REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL SITE SCOPE.
- REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR STOREFRONT TYPES AND INTERIOR ELEVATIONS FOR INTERIOR STOREFRONT AND GLAZING TYPE.
- ALL SHAFT WALLS SHALL GO TO BOTTOM OF FLOOR DECK AND JOINTS SHALL BE FIRE CAULKED TO MAINTAIN REQUIRED FIRE RATING SPECIFIED IN PLANS.
- BOTTOM OF SHAFT SHALL BE TERMINATED WITH THE SAME SHAFT WALL ASSEMBLY TO MAINTAIN REQUIRED FIRE RATING SPECIFIED IN PLANS UNLESS SHAFT WALL TERMINATES AT TOP OF FLOOR. THE CONTRACTOR SHALL NOT CONSIDER CONSTRUCTION NOTES TO BE ALL-INCLUSIVE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT AND ASSESS EACH AREA AND TO FULFILL THE INTENT OF THE CONTRACT DOCUMENTS. CONTRACTOR SHALL COORDINATE ARCHITECTURAL CONSTRUCTION DRAWING AND NOTES WITH CIVIL, STRUCTURAL, AND MECHANICAL, ELECTRICAL & PLUMBING NOTES AND DRAWINGS.
- FIELD VERIFY ALL DIMENSIONS. DO NOT SCALE DRAWINGS.
- ALL FINISHES AND MATERIALS SHALL BE PROPERLY INTEGRATED TO ENSURE A UNIFORM APPEARANCE AND SEAMLESS TRANSITION.
- WALL TYPES REFERS TO BASE WALL CONSTRUCTION. REFER TO FINISH PLANS AND SYSTEM DRAWINGS FOR WALL FINISHES ATTACHED TO BASE WALL TYPES.
- PROVIDE ALL SIKING FOR MILLWORK, GRAB BARS, AND ANY AND ALL WALL MOUNTED EQUIPMENT OR ACCESSORIES. COORDINATE LOCATIONS.
- ALL DIMENSIONS ARE FROM STRUCTURAL OR UNFINISHED FACE OF STUD, UNLESS OTHERWISE NOTED.
- GENERAL CONTRACTOR SHALL COORDINATE ALL ASPECTS OF THE BUILDING CONSTRUCTION. PROVIDE A SMOOTH AND LEVEL FINISH FLOOR, TYP. PATCH AND REPAIR ALL INCONSIDERABLES IN FLOOR ELEVATIONS.
- PATCH AND REPAIR ANY / ALL WALL SURFACES AS REQUIRED TO PROVIDE SUITABLE SUBSTRATE FOR FINISHES.
- UL ASSEMBLIES DESCRIBED ARE FOR REFERENCE ONLY. THE GENERAL CONTRACTOR SHALL COORDINATE AND VERIFY THE INSTALLATION OF THE DESCRIBED SYSTEMS.
- REFER TO DOOR AND FRAME SCHEDULE FOR DOORS REQUIRING ADA ACCESS CONTROL.
- LOCATE THE HINGE SIDE JAMB OF DOORS 4" FROM ADJACENT PERPENDICULAR WALL, UNLESS NOTED OTHERWISE.
- PROVIDE ACOUSTICAL SEALANT AROUND WALL EDGES, TOP AND BOTTOM, AND PENETRATIONS, AND INSTALL PUTTY PADS AROUND ELECTRICAL BOXES WHERE PARTITION CONTAINS ACOUSTICAL INSULATION.
- REFER TO SPECIFICATIONS FOR CODE REQUIRED SIGNAGE. PROVIDE ADDITIONAL SIGNAGE AS MAY BE REQUIRED BY REQUEST OF THE FIRE MARSHAL AND/OR BUILDING CODE OFFICIAL.
- SEE A5.1.1 AND A5.1.2 FOR TYPICAL DOOR DETAILS AND TYPICAL OFFSET FROM WALL. DOORS ARE LOCATED PER THESE DETAILS UNLESS OTHERWISE NOTED.
- STEEL COLUMNS EXPOSED IN PUBLIC SPACES TO RECEIVE SHOP-APPLIED CLEAR PROTECTIVE FINISH. COLUMNS BURIED WITHIN WALLS TO REMAIN RAW, AND ALL OTHER COLUMNS PRIME AND PAINT.



sheet
project
owner

OVERALL FLOOR PLAN - LEVEL 02
MSO EAST CONCOURSE EXPANSION
MISSOULA MONTANA AIRPORT

project # 16131.20
revision 22
date Date 22

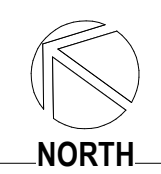
phase
ISSUED FOR
CONSTRUCTION



issue date
07.14.2022

A2.1.2
151

16 OVERALL FLOOR PLAN - LEVEL 02
1" = 20'-0"



Missoula Montana Airport
5225 West Broadway St.
Missoula, MT 59808
License Number: 04-801-5030-006
Date: April 11, 2025

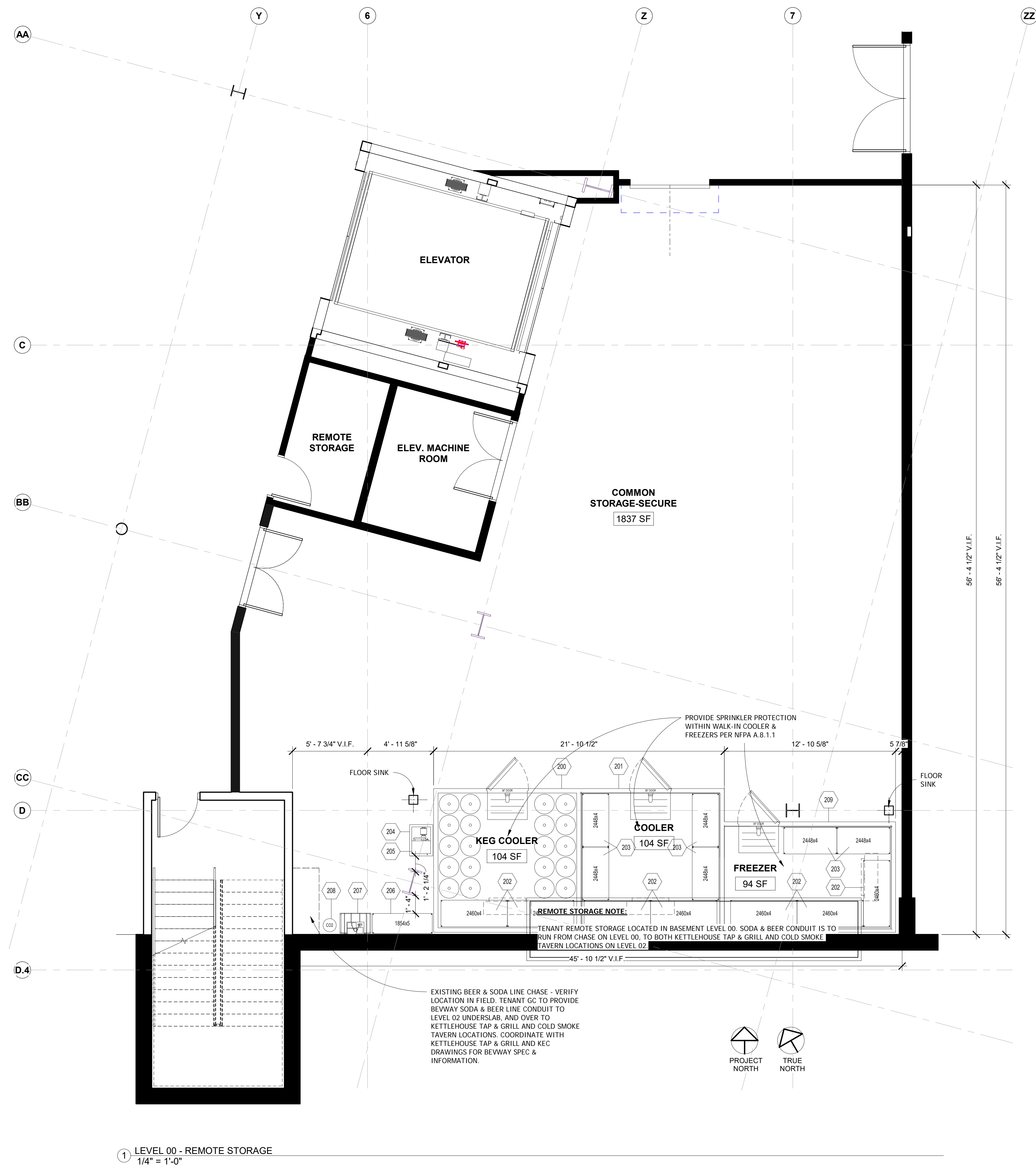
[illegible]

Project number	2020-027
Date	8/3/2021
Drawn by	RA
Checked by	KG

A3.1

Scale $1/4" = 1'-0"$

52



Level 0 Storage & Distribution

Missoula Montana Airport
5225 West Broadway St.
Missoula, MT 59808

License Number: 04-801-5030-006
Date: April 27, 2022

FIRE PROTECTION NOTE:

- 1) FIRE PROTECTION SPRINKLER SYSTEM IS PART OF THE BASE BUILDING SCOPE, AND WILL BE PROVIDED WITHIN THE AIRPORT'S TERMINAL BUILD OUT. SPACE WILL BE FULLY SPRINKLED.
- 2) NFPA A.8.1.1 WALK-IN COOLER AND FREEZER AREAS REQUIRE SPRINKLER PROTECTION.

GENERAL NOTE:

- 1) GC TO VERIFY ALL FIELD DIMENSIONS AND CONTACT PROJECT ARCHITECT WITH ANY SITE DISCREPANCIES.
- 2) FIRE RATED WOOD IS REQUIRED FOR ALL BLOCKING.

IMPORTANT BID NOTE:

REFER TO ARCHITECTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL NOTES, SPECIFICATIONS, DETAILS, CONTROLS, ETC. THAT FORM A PART OF THIS CONTRACT. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND CLARIFIED BY THEM FOR INCLUSION IN BASE BID. THE REQUIREMENT WILL BE STRICTLY ENFORCED. NO CHANGE ORDERS WILL BE ALLOWED SHOULD THE CONTRACTOR FAIL TO PERFORM THIS FUNCTION.

The above drawings, specifications, ideas, designs and arrangements represented thereby are and shall remain the property of Silhouette Design Architecture, Inc. No part thereof shall be reproduced or disclosed to others, or used in the connection with any work or project other than the specified project for which they have been prepared. Written dimensions on these drawings shall have precedence over scaled dimensions: Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop drawings must be submitted to this office for review before proceeding with fabrication. COPYRIGHT 2020 Silhouette Design Architecture, Inc.



8/3/2021

MISSOULA MONTANA AIRPORT
LEVEL 02
5225 HIGHWAY 10 WEST
MISSOULA, MT 59808

	Description	Date
	ISSUE FOR CONSTRUCTION	8/2/20

Project number	2020-027
----------------	----------

A3.0

Scale	As indicated
-------	--------------



FURNITURE SCHEDULE (NO SUBSTITUTIONS. USE SPECIFIED VENDORS)

MISCELLANEOUS EQUIPMENT SCHEDULE

MILLWORK SCHEDULE - SEE DETAIL SHEETS FOR FURTHER MILLWORK INFORMATION

FIRE EXTINGUISHER NOTE:
GC TO PROVIDE WALL MOUNTED FIRE EXTINGUISHER

CANOPY KMDI/MICROLITE CONTACT:
MICHELL BENJAMIN
MICHELL.BENJAMIN@KMDI.NET
P: (913) 281-5496

EQUIPMENT SCHEDULE

PAUL MUNSON
P: (651) 982-6220
C: (763) 843-4187
E: PMUNSON@MADSENFIXTURE.COM

NOTE: MOP SINK AND SCULLERY ARE LOCATED IN OWNER'S KITCHEN SPACE AT KETTLEHOUSE TAP AND GRILL, LOCATED ON THE SAME LEVEL OF THE AIRPORT, APPROX 95'-0" AWAY THROUGH EMPLOYEE ACCESS HALLWAY. LOCATIONS WILL HAVE THE SAME HOURS OF OPERATION.

- 1) GC TO VERIFY ALL FIELD DIMENSIONS AND CONTACT PROJECT ARCHITECT WITH ANY SITE DISCREPANCIES.
- 2) FIRE RATED WOOD IS REQUIRED FOR ALL BLOCKING.

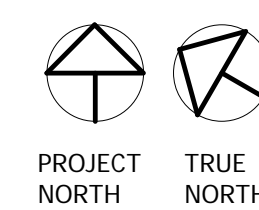
REFER TO ARCHITECTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL NOTES, SPECIFICATIONS, DETAILS, CONTROLS, ETC. THAT FORM A PART OF THIS CONTRACT. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND CLARIFIED BY THEM FOR INCLUSION IN BASE BID. THE REQUIREMENT WILL BE STRICTLY ENFORCED. NO CHANGE ORDERS WILL BE ALLOWED SHOULD THE CONTRACTOR FAIL TO PERFORM THIS FUNCTION.

153

1. AIRPORT POLISHED CONCRETE FLOORING TO REMAIN.

Architectural floor plan of a security extension. The plan shows a "PRE-SECURITY EXTENSION" measuring 902 SF, outlined in green. It includes a "STORAGE ROOM POSSIBLY AVAILABLE FOR FABER" and various equipment like "EXISTING COFFEE KIOSK TO REMAIN", "EXISTING MILLWORK SLATWALL UNITS", and "RELOCATE EXISTING MILLWORK UNIT". A red arrow points to a red text box: "See previous page for original serving area". The plan also shows "EXISTING AIRPORT RAILING TO REMAIN" and "EXISTING AIRPORT WALL AND DOOR TO REMAIN". Dimensions and grid lines (7, 8, 9, ZZ, AA, B, C) are indicated.

① FFE PLAN
1/4" = 1'-0"



EQUIPMENT SCHEDULE							
Mark	Description	Count	Manufacturer	Model	Comments	Furnished by	Install by
1	GLASS DOOR MERCHANDISER SLIDE DOOR REFRIGERATOR	2	TRUE FOOD SERVICE EQUIPMENT, INC.	GDM-47-LD	EXISTING REFRIGERATORS RELOCATED TO SPECIFIED AREA	GC	GC

MILLWORK SCHEDULE								
Mark	Description	Manufacturer	Model	Comments	Furnished	Installed	Count	
MW-14	EXISTING CONDMINT STATION	LOTTE	BUY-OUT BY OWNER	EXISTING CONDMINT STATION RELOCATED TO SPECIFIED AREA	EXISTING	GC	1	
MW-16	EXISTING SLATWALL DISPLAY UNITS - WALL	CUSTOM	CUSTOM	EXISTING SLATWALL RELOCATED TO SPECIFIED AREA	EXISTING	GC	1	
MW-17	EXISTING GONDOLA RETAIL DISPLAY	OPTO	OPTO D1 EDGE 2-MODULE LOW GONDOLA, 4-7"x2-3"	EXISTING RETAIL DISPLAYS RELOCATED TO SPECIFIED AREA	EXISTING	GC	3	

FURNITURE SCHEDULE									
Mark	Description	Manufacturer	Model	Comments	Vendor	Furnished	Installed	Count	
C-1	BARSTOOL	CONTRACT FURNITURE COMPANY	PESARO BARSTOOL	EXISTING TO REMAIN	CONTRACT FURNITURE / GEORGE AGCAOILI / GEORGE@CONTRACTFURNITURE.COM / (310) 307-0239	EXISTING	GC	10	
C-2	DINING CHAIR	CONTRACT FURNITURE COMPANY	PESARO DINING CHAIR	EXISTING CHAIRS TO BE RELOCATED	CONTRACT FURNITURE / GEORGE AGCAOILI / GEORGE@CONTRACTFURNITURE.COM / (310) 307-0239	OWNER	GC	18	
TB-1	DINING TABLE	CONTRACT FURNITURE COMPANY	24"x30" TABLE	EXISTING TABLES TO BE RELOCATED	CONTRACT FURNITURE / GEORGE AGCAOILI / GEORGE@CONTRACTFURNITURE.COM / (310) 307-0239	OWNER	GC	7	
TB-2	DINING TABLE (ADA)	CONTRACT FURNITURE COMPANY	48"x36" ADA TABLE	EXISTING TABLES TO BE RELOCATED	CONTRACT FURNITURE / GEORGE AGCAOILI / GEORGE@CONTRACTFURNITURE.COM / (310) 307-0239	OWNER	GC	1	

GENERAL NOTE:

- 1) GC TO VERIFY ALL FIELD DIMENSIONS AND CONTACT PROJECT ARCHITECT WITH ANY SITE DISCREPANCIES.
- 2) FIRE RATED WOOD IS REQUIRED FOR ALL BLOCKING.

IMPORTANT BID NOTE:

REFER TO ARCHITECTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL NOTES, SPECIFICATIONS, DETAILS, CONTROLS, ETC. THAT FORM A PART OF THIS CONTRACT. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND CLARIFIED BY THEM FOR INCLUSION IN BASE BID. THE REQUIREMENT WILL BE STRICTLY ENFORCED. NO CHANGE ORDERS WILL BE ALLOWED SHOULD THE CONTRACTOR FAIL TO PERFORM THIS FUNCTION.

The above drawings, specifications, ideas, designs and arrangements represented thereby are and shall remain the property of Silhouette Design Architecture, Inc. No part thereof shall be reproduced or disclosed to others, or used in the connection with any work or project other than the specified project for which they have been prepared. Written dimensions on these drawings shall have precedence over scaled dimensions: Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop drawings must be submitted to this office for review before proceeding with fabrication. COPYRIGHT 2020 Silhouette Design Architecture, Inc.

Faber, Coe & Gregg of Florida, Inc.
550 Meadowlands Parkway
Secaucus, New Jersey 07094

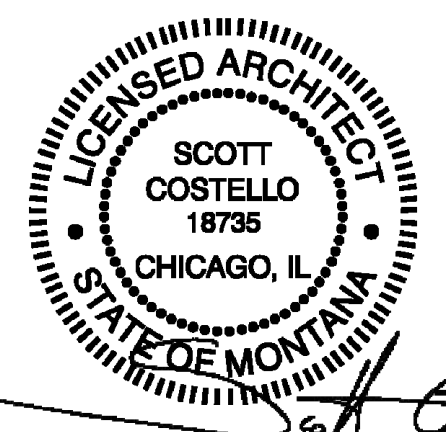
1055 Mount Ave
Missoula, MT 59801
(406) 542-8880

ARCHITECT:
Scott Costello
Silhouette Design Architecture, Inc.
566 West Adams, Suite 650, Chicago, IL 60661
T (312) 258-0025, F (312) 276-4829
scostello@silhouetteinc.com

DESIGNER:
Tara Carmichael
Silhouette Design Architecture, Inc.
566 West Adams, Suite 650, Chicago, IL 60661
T (312) 258-0025, F (312) 276-4829
tcarmichael@silhouetteinc.com

MEP & STRUCTURAL CONSULTANT:
Morrison-Maierle
Shaun Shea
1055 Mount Ave
Missoula, MT 59801
T (406) 542-8880
sshea@m-m.net

FOODSERVICE CONSULTANT:
Ashland / Singer Equipment
John Requard
T (443) 833-3840
jrequard@singerequipment.com



3/27/2024

PRE-SECURITY CAFE

MISSOULA MONTANA AIRPORT
LEVEL 02
5225 HIGHWAY 10 WEST
MISSOULA, MT 59808
SPACE: 203

[illegible]

FFE & FINISH PLAN

Project number	2023-022
Date	03/27/2024
Drawn by	Kavya Kataria
Checked by	Kevin Grewe


A3.0

Scale	1/4" = 1'-0"
-------	--------------

SILHOUETTE
DESIGN ARCHITECTURE

566 W. Adams Suite #650
Chicago, Illinois 60661
312.258.0025
www.silhouettedesignarchitecture.com

Faber, Coe & Gregg of Florida, Inc.
550 Meadowlands Parkway
Secaucus, New Jersey 07094



Agile Engineering, Inc.
MECHANICAL
ELECTRICAL
PLUMBING

13293B Kalmia Ln #101
Fairfax VA 22033

ARCHITECT:
Scott Costello
Silhouette Design Architecture, Inc.
566 West Adams, Suite 650, Chicago, IL 60661
T (312) 258-0025, F (312) 276-4829
scostello@silhouetteinc.com

DESIGNER:
Tara Carmichael
Silhouette Design Architecture, Inc.
566 West Adams, Suite 650, Chicago, IL 60661
T (312) 258-0025, F (312) 276-4829
tcarmichael@silhouetteinc.com

MEP CONSULTANT:
Agile Engineering, Inc.
John Sylva
13293B Kalmia Ln #101
Fairfax, VA 22033
john@mymep.com

FOODSERVICE CONSULTANT:
Ashland / Singer Equipment
John Requard
T (443) 833-3840
jrequard@singerequipment.com

STRUCTURAL CONSULTANT:
Yun Associates, LLC
Bill Yun
1775 K St, NW
Suite 220
Washington DC 20006
T (202) 849-3075
byun@yunassociates.com



8/3/2021



KETTLEHOUSE®
TAP & GRILL

MISSOULA MONTANA AIRPORT
LEVEL 02
5225 HIGHWAY 10 WEST
MISSOULA, MT 59808
Room # 002, 207, 225, 252, and 254

[illegible]

Project number	2020-027
Date	8/3/2021
Drawn by	RA
Checked by	KG

A3.0

Scale $1/4" = 1'-0"$



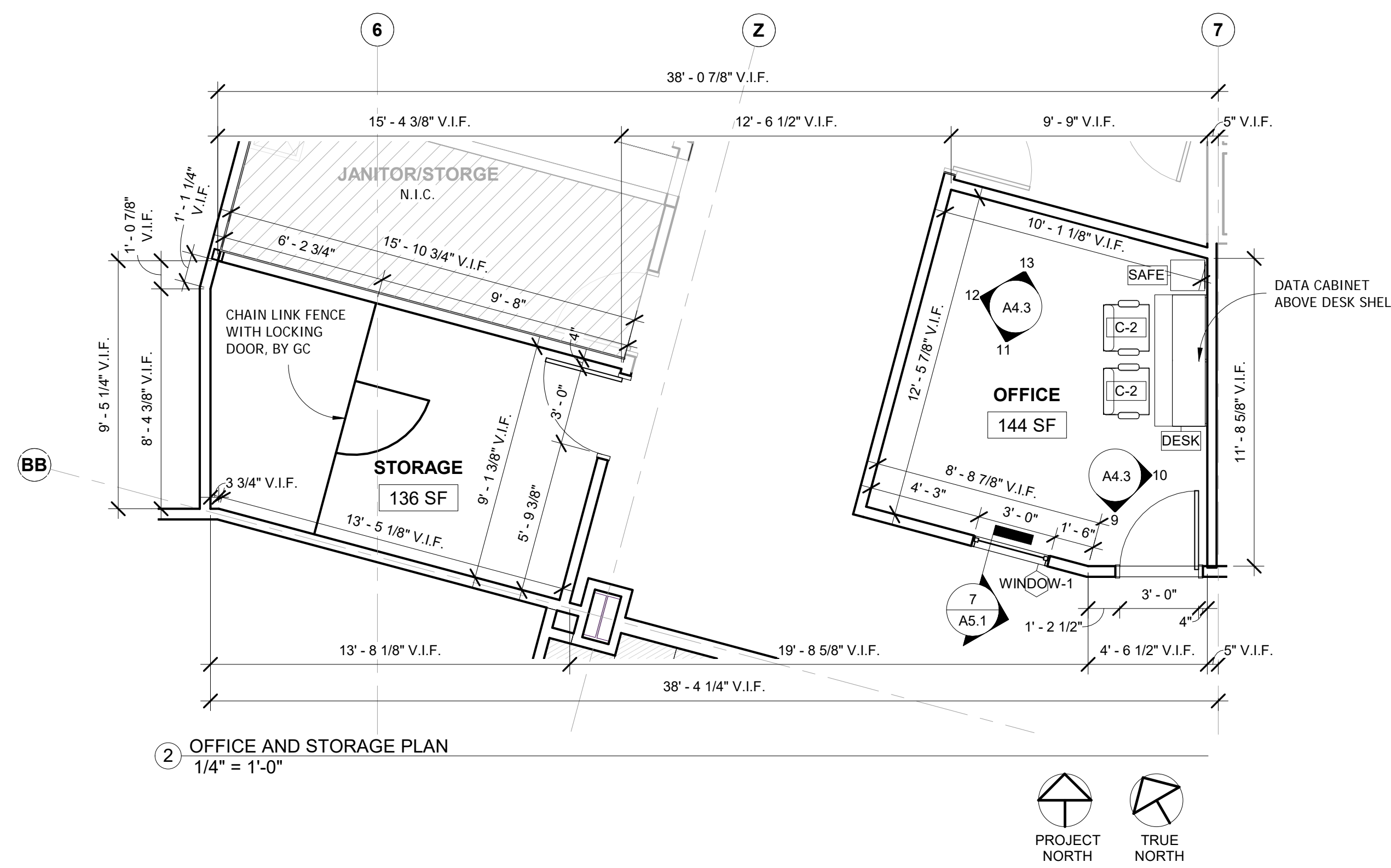
NOTES:

- 1) **NO SUBSTITUTIONS. USE SPECIFIED VENDORS. GC TO SUBMIT MATERIAL SAMPLES TO ARCHITECT FOR APPROVAL.**
- 2) GC TO PROVIDE ALL LOW VOLTAGE AS REQUIRED.

MISCELLANEOUS EQUIPMENT SCHEDULE								
Mark	Description	Manufacturer	Model	Comments	Furnished	Installed	Count	
3L2A	ELECTRICAL PANEL	EXISTING	EXISTING	BASE BUILDING PANEL 3L2A. VERIFY LOCATION OF EXISTING ELECTRICAL PANEL. REFER TO ELECTRICAL DRAWINGS	EXISTING	EXISTING	1	
CCTV	SECURITY CAMERA	TBD	DOMO CAMERA C-2001, FINISH: BLACK	VERIFY LOCATIONS WITH OWNER'S REP. GC TO PROVIDE REQUIRED POWER AND DATA	OWNER	GC	10	
DATA	DATA CABINET	TBD	TYPE K	OFFICE AREA	OWNER	GC	1	
FE-1	FIRE EXTINGUISHER	TBD	TYPE K	BOH AREA	GC	GC	1	
FE-2	FIRE EXTINGUISHER	TBD	TYPE ABC	SERVICE AREA	GC	GC	1	
FID	FID MONITOR	LG	49"	VERTICALLY MOUNTED WITH TILTING WALL BRACKET	OWNER	GC	1	
MENU	DIGITAL MENU BOARD	LG	49" DIGITAL DISPLAY	DIGITAL MENU BOARDS WITH FULL MOTION TV WALL MOUNT WITH EXTENSION ARM	OWNER	GC	3	
OUTLET	RECESSED DUAL USE OUTLET	LEVITON	DUAL USB OUTLET T636Z (OR SIMILAR), FINISH: BLACK	AT BANQUETTES. SEE BANQUETTE DETAILS FOR LOCATION, FINISH: BLACK	OWNER	GC	9	
SAFE	DEPOSITORY SAFE	TBD	DH-074E 20"X 14"W X 15"D	UNDER FRONT COUNTER SERVICE	OWNER	GC	1	
TV-1	TELEVISION	LG	60"	TELEVISIONS TO BE SURFACE MOUNTED IN THE DINING AREA. REFER TO ELEVATIONS	OWNER	GC	3	
TV-2	TELEVISION	LG	49"	TELEVISIONS TO BE SURFACE MOUNTED ON THE STOREFRONT AND DINING AREA. REFER TO ELEVATIONS	OWNER	GC	3	

NO SUBSTITUTIONS. USE SPECIFIED VENDORS. GC TO SUBMIT MATERIAL SAMPLES TO ARCHITECT FOR APPROVAL.

FURNITURE SCHEDULE									
Mark	Description	Manufacturer	Model	Comments	Vendor	Furnished	Installed	Count	
C-1	DINING CHAIR	CONTRACT FURNITURE	PESARO SIDE CHAIR, UPHOLSTERED SEAT WITH FABRIC, FB-2	DINING AREA AND OUTSIDE FOR PATIO SEATING	CONTRACT FURNITURE; GEORGE AGCAOLLI, P. 310.307.0239, E: george@contractfurniture.com	OWNER	GC	68	
C-2	DESK CHAIR	BY OWNER	BY OWNER	OFFICE AREA	BY OWNER	OWNER	GC	1	
DESK	MANAGER'S DESK	BY OWNER	BY OWNER	OFFICE AREA	BY OWNER	OWNER	GC	1	
TB-1	24" X 30" DINING TABLE	CONTRACT FURNITURE	24" X 30" TABLE, ST-2 TOP, BLACK WRINKLE BASE	DINING AREA	CONTRACT FURNITURE; GEORGE AGCAOLLI, P. 310.307.0239, E: george@contractfurniture.com	OWNER	GC	22	
TB-2	30" X 48" ADA DINING TABLE	CONTRACT FURNITURE	24" X 48" TABLE, ST-1 TOP, ADA END BASE - 2 PER TABLETOP, BLACK WRINKLE BASE	CONTRACT FURNITURE; GEORGE AGCAOLLI, P. 310.307.0239, E: george@contractfurniture.com	CONTRACT FURNITURE; GEORGE AGCAOLLI, P. 310.307.0239, E: george@contractfurniture.com	OWNER	GC	4	
TB-3	24" X 30" DINING TABLE	CONTRACT FURNITURE	24" X 30" TABLE, PL-1 TOP, BLACK WRINKLE BASE	OUTSIDE FOR PATIO SEATING	CONTRACT FURNITURE; GEORGE AGCAOLLI, P. 310.307.0239, E: george@contractfurniture.com	OWNER	GC	4	
TB-4	30" X 48" ADA DINING TABLE	CONTRACT FURNITURE	24" X 48" TABLE, PL-1 TOP, ADA END BASE - 2 PER TABLETOP, BLACK WRINKLE BASE	OUTSIDE FOR PATIO SEATING	CONTRACT FURNITURE; GEORGE AGCAOLLI, P. 310.307.0239, E: george@contractfurniture.com	OWNER	GC	1	



MILLWORK SCHEDULE								
Mark	Description	Manufacturer	Model	Comments	Furnished	Installed	Count	
MW-1	MERCHANDISE DISPLAY	CUSTOM	CUSTOM	6'-0" LONG, LOW SLATWALL DISPLAY	GC	GC	1	
MW-2	SLATWALL DISPLAY	CUSTOM	CUSTOM	SLATWALL TO WRAP AROUND COLUMN CORNER IN THE SALES AREA	GC	GC	1	
MW-4	SERVICE COUNTER	CUSTOM	CUSTOM	COUNTER TO CONTAIN 2' SHELVES, LOW SLATWALLS, AND OPENING FOR LOW GRAB-AND-GO CASE	GC	GC	1	
MW-5	EXPO STATION	ADVANCE TABCO	EDC-1960-X	UNDERNEATH KITCHEN OPENING, SPECIAL VALUE CABINETS, 35.5H x 60W x 18D	OWNER	GC	2	
MW-6	TRASH UNIT	CUSTOM	CUSTOM	BUY-OUT TRASH UNIT BY OWNER	OWNER	GC	3	
MW-12	LONG BANQUETTE	CUSTOM	CUSTOM	DINING AREA	OWNER	GC	1	
MW-13	SHORT BANQUETTE	CUSTOM	CUSTOM	BACK OF THE DINING AREA	OWNER	GC	1	

WINDOW SCHEDULE							
Mark	Description	Manufacturer	Model	Comments	Furnished	Installed	Count
WINDOW-1	WINDOW	JELD-WEN (OR SIMILAR)	FIXED WINDOW WITH ALUMINUM FRAME, COLOR: WHITE, 36" X 36", BOTTOM SILL HEIGHT: 42"	IN OFFICE	GC	GC	1

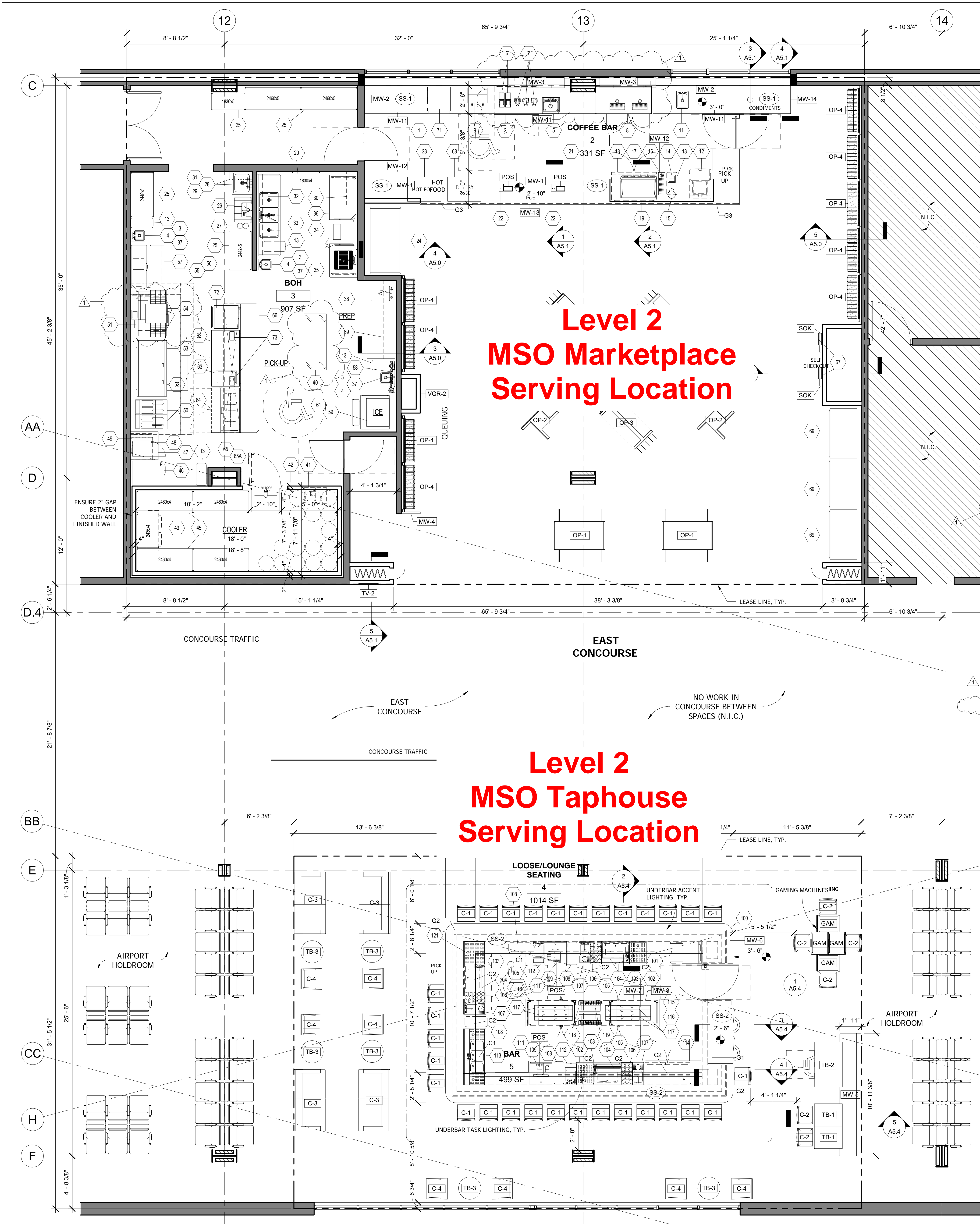
GENERAL NOTE:

- 1) GC TO VERIFY ALL FIELD DIMENSIONS AND CONTACT PROJECT ARCHITECT WITH ANY SITE DISCREPANCIES.
- 2) FIRE RATED WOOD IS REQUIRED FOR ALL BLOCKING.
- 3) ALL KNIVES AND PROHIBITED KITCHEN ITEMS TO BE TETHERED.

IMPORTANT BID NOTE:

REFER TO ARCHITECTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL NOTES, SPECIFICATIONS, DETAILS, CONTROLS, ETC. THAT FORM A PART OF THIS CONTRACT. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND CLARIFIED BY THEM FOR INCLUSION IN BASE BID. THE REQUIREMENT WILL BE STRICTLY ENFORCED. NO CHANGE ORDERS WILL BE ALLOWED SHOULD THE CONTRACTOR FAIL TO PERFORM THIS FUNCTION.

The above drawings, specifications, ideas, designs and arrangements represented thereby are and shall remain the property of Silhouette Design Architecture, Inc. No part thereof shall be reproduced or disclosed to others, or used in the connection with any work or project other than the specified project for which they have been prepared. Written dimensions on these drawings shall have precedence over scaled dimensions: Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop drawings must be submitted to this office for review before proceeding with fabrication. COPYRIGHT 2020 Silhouette Design Architecture, Inc.



EQUIPMENT SCHEDULE				
Item No	Equipment Category	Qty	Manufacturer	Model Number
1	BACK COUNTER (BY OTHERS)	1	-	-
2	UC REFRIGERATOR	1	HOSHIZAKI	UR48A
3	PAPER TOWEL DISPENSER (BY OWNER)	4	-	-
4	SOAP DISPENSER (BY OWNER)	4	-	-
5	DROP-IN HAND SINK	1	ADVANCE TABCO	7-PS-42
6	CUP DISPENSER (BY OWNER)	2	-	-
7	COFFEE AIRPOT (BY VENDOR)	3	BUNN	13041.0001
8	BACK BAR COOLER	1	MICRO-MATIC	MD058S
9	COFFEE BREWER (BY VENDOR)	1	BUNN	34600.0000
10	SPARE NUMBER	-	-	-
11	DUMP SINK	1	ADVANCE TABCO	DI-1-10
12	ICE BIN	1	CAMBRO	ICS125L4S
13	TRASH RECEPTACLE (BY OWNER)	5	RUBBERMAID	FG354060BLK
14	KNOCK BOX	1	ESPRESSO PARTS	EPK8665S
15	COFFEE GRINDER (BY VENDOR)	1	ESPRESSO PARTS	FT7Z4E58MBL
16	GLASS RINSE	1	ESPRESSO PARTS	EPK8665S
17	ESPRESSO MACHINE (BY VENDOR)	1	-	-
18	UC REFRIGERATOR	1	HOSHIZAKI	UR48A
19	DECORATIVE SHROUD (BY OTHERS)	1	-	-
20	STORAGE SHELVING	1	METRO	NK3 SERIES
21	FRONT COUNTER (BY OTHERS)	1	-	-
22	POS (BY OWNER)	2	-	-
23	HEATED DISPLAY MERCHANDISER (BY OWNER)	1	-	-
24	REFRIGERATED DISPLAY MERCHANDISER	1	STRUCTURAL CONCEPTS	B7132
25	STORAGE SHELVING	5	METRO	NK3 SERIES
26	SODA SYSTEM W/ RACK (BY VENDOR)	1	-	-
27	CO2 (BY VENDOR)	1	-	-
28	SERVICE FAUCET	1	T&S BRASS	B-0555-BSTP
29	MOP SINK	1	EAGLE	F1916
30	SIS WALL SHELF	1	JOHN BOOS	BHS1236
31	MOP RACK	1	EAGLE	US0524-16/3
32	POT RACK	1	JOHN BOOS	BHS1284PR
33	(3) COMPARTMENT SINK	1	JOHN BOOS	3PB1620-2018
34	DISHMACHINE - LOW TEMP. (BY VENDOR)	1	-	-
35	SOILED DISH TABLE	1	JOHN BOOS	SD14-S368BK
36	CLEAN DISH TABLE	1	JOHN BOOS	CD16S48BK-L
37	HAND SINK	3	ADVANCE TABCO	7-PS-56
38	WORK TABLE W/ SINK	1	JOHN BOOS	EPT8RS-3084SSK-L
39	WALL SHELVING	21	JOHN BOOS	BHS1284
40	MOBILE WORK TABLE	1	JOHN BOOS	ST6-2405SK W/ CASTERS
41	BEER SYSTEM	1	PERLICK	4410
42	WALK-IN COOLER	1	BALLY	CUSTOM
43	COOLER EVAPORATOR COIL	1	BALLY	-
44	COOLER CONDENSING UNIT	1	BALLY	-
45	STORAGE SHELVING	5	METRO	NK3 SERIES
46	REACH-IN FREEZER	1	CONTINENTAL	1FN
47	S/S WORK TABLE	1	JOHN BOOS	ST6RS-3005SK
48	MICROWAVE OVEN	1	ACP	HDC182
49	MICROWAVE SHELF	1	ADVANCE TABCO	MS-24-24
50	FRYER	2	PITCO	SG14S

BAR EQUIPMENT SCHEDULE				
Item No	Equipment Category	Qty	Manufacturer	Model Number
100	BAR TOP & DIE WALL (BY OTHERS)	1	-	-
101	ICE TRANSPORT CART	1	CAMBRO	ICS125L4S
102	DRAINBOARD	2	PERLICK	SC18
103	SODA GUN (BY VENDOR)	3	-	-
104	ICE BIN	3	PERLICK	TS30C10
105	SPEED RAIL	3	PERLICK	SR-S30A
106	LIQUOR STEPS	3	PERLICK	TS12LS
107	MIXOLOGY SINK	3	GLASTENDER	MR-12
108	TRASH RECEPTACLE (BY OWNER)	4	RUBBERMAID	FG354060BLK
109	POS CABINET	2	PERLICK	TSF24POS
110	SPARE NUMBER	-	-	-
111	POS (BY OWNER)	2	-	-
112	BAR HAND SINK	2	PERLICK	TS12HSN
113	BAR (3) COMPARTMENT SINK	1	PERLICK	TS053C
114	BACK BAR REFRIGERATOR	1	PERLICK	BS650L
115	BACK BAR COUNTER (BY OTHERS)	1	-	-
116	BACK BAR REFRIGERATOR	2	PERLICK	FTS60
117	LIQUOR DISPLAY	4	PERLICK	LM2D-36
118	BEER TOWER	2	PERLICK	40068B
119	DRIP TRAY	2	PERLICK	5028
120	SPARE NUMBER	-	-	-
121	DRAINBOARD	1	PERLICK	SC24

MILLWORK SCHEDULE				
Mark	Description	Count	Manufacturer	Model
FR	BAR FOOTRAIL	1	KEGWORKS	2" BLACK FOOTRAIL PIPE W/ 90 DEG. POST FOOT RAIL BRACKET, SKU: BLK-767979-2, COLOR: BLACK
MW-1	SERVICE COUNTER	1	CUSTOM	CUSTOM
MW-1.1	SERVICE COUNTER SNEEZE GUARD	1	CUSTOM	CUSTOM
MW-2	SERVICE BACK COUNTER	1	CUSTOM	CUSTOM
MW-3	WOOD COFFEE WALL SHELF	2	CUSTOM	60" x 12" x 1-1/2" WOOD SHELF, STAINED TO MATCH WD-1
MW-4	WALL PANEL	1	CUSTOM	CUSTOM
MW-5	BANQUETTE SEATING	1	CUSTOM	CUSTOM, LENGTH: 11'
MW-6	BAR COUNTER	1	CUSTOM	CUSTOM
MW-7	BAR ISLAND COUNTER	1	CUSTOM	CUSTOM
MW-8	LIQUOR TOWER	1	CUSTOM	CUSTOM
MW-9	BAR CANDY BEAM	1	CUSTOM	CUSTOM, 2"x4" BEAMS, (QTY: 4) 16" - 0" BEAMS, (QTY: 4) 7" - 2" BEAMS, PT-1 FINISH
MW-10	COFFEE HEADER METAL PANEL	1	CUSTOM	CUSTOM, MT-2 PERFORATED METAL WITH MT-1 FRAME AND FINISH
MW-11	SERVICE COUNTER CABINET	1	CUSTOM	CUSTOM
MW-12	SERVICE COUNTER CABINET	1	CUSTOM	CUSTOM
MW-13	SERVICE MERCHANDISER	1	CUSTOM	CUSTOM
MW-14	CONDIMENT STATION	1	CUSTOM	CUSTOM
OP-1	RETAIL FLOOR DISPLAY	2	OPTO	C1 NESTING TABLE, 30"x60"
OP-2	RETAIL FLOOR DISPLAY	2	OPTO	B1 EDGE 4-WAY 3'-6"x3'-8"
OP-3	RETAIL FLOOR DISPLAY	3	OPTO	D1 EDGE 2-MODULE LOW GONDOLA, 4'-7"x2'-3"
OP-4	RETAIL WALL DISPLAY	9	OPTO	EDGE POST WALL SYSTEM, 7'-1"

FURNITURE SCHEDULE				
Mark	Description	Count	Manufacturer	Model
C-1	BAR STOOL	30	CONTRACT FURNITURE	PESARO BAR STOOL WITH DOUGLASS #5828-365 SYMPHONY CLASSIC ADMIRAL
C-2	BAR CHAIR	8	CONTRACT FURNITURE	PESARO DINING CHAIR WITH DOUGLASS #5828-365 SYMPHONY CLASSIC ADMIRAL
C-3	SOFA	4	CONTRACT FURNITURE	MELROSE UPHOLSTERED SOFA, 70" LONG, MODERN FRAME WITH CUSHIONS WITH METAL SLEIGH LEGS, HOTEL AND RESTAURANT FURNITURE, DOUGLASS TRAVELER EVERGREEN
C-4	LOUNGE CHAIR	8	CONTRACT FURNITURE	MUNDA UPHOLSTERED LOUNGE CHAIR, POWDERCOATED STEEL FRAME, UPHOLSTERED SEAT AND TUFTED BACK, DOUGLASS TRAVELER SHELTON
TB-1	BANQUETTE TABLE	2	CONTRACT FURNITURE	24"x30" RECTANGULAR SOLID WOOD ECONOMY, PLANK TABLE TOP, 1 1/4" MAPLE, INDOOR TABLETOPS, EASED EDGE, HONEY OR SHERWOOD STAIN WITH ROUND BAMA SERIES BASE
TB-2	ADA DINING TABLE	1	CONTRACT FURNITURE	30"x48" ADA RECTANGULAR SOLID WOOD ECONOMY, PLANK TABLE TOP, 1 1/4" MAPLE, INDOOR TABLETOPS, EASED EDGE, HONEY OR SHERWOOD STAIN WITH LOUNGE HEIGHT BASE, 18"x20"
TB-3	LOUNGE TABLE	6	CONTRACT FURNITURE	24" ROUND SOLID WOOD ECONOMY, PLANK TABLE TOP, 1 1/4" MAPLE, INDOOR TABLETOPS, EASED EDGE, HONEY OR SHERWOOD STAIN WITH LOUNGE HEIGHT BASE, 18"x20"

MISCELLANEOUS EQUIPMENT SCHEDULE				
Mark	Description	Count	Manufacturer	Model
CCTV	SECURITY CAMERA	22	TBD	TBD
DATA	WALL MOUNTED DATA CABINET	4	GRANDVISION	SIGNATURE UPRIGHT EDGE, S2427S
GAM	GAMING MACHINE	4	GRANDVISION	GAMING
HOOK	BAG HOOK	16	SUGATUNE	HK-FH50-PB COUNTER-HOOK, FINISH: BLACK
OUTLET	RECESSED DUAL USB OUTLET	17	CLIVTON	TSR833 (OR SIMILAR), FINISH TO MATCH ADJACENT MATERIAL
POS	POINT OF SALE SYSTEM	4	TBD	TBD
PRINT	POINT OF SALE PRINTER	2	TBD	TBD
SOK	SELF CHECKOUT KIOSK	2	TBD	TBD
TV-1	LED TELEVISION, 55"	6	SAMSUNG	UN55CU7000
TV-2	LED TELEVISION, 43"	1	SAMSUNG	UN43CU7000

WALL LEGEND:

- EXISTING WALL
- NEW WALL
- LEASE LINE

PROJECT: NORTH

TRUE: NORTH

Missoula Montana Airport
5225 West Broadway St
Missoula, MT 59808
License Number:
04-801-5030-006
Date: April 11, 2025

KMDI / MICROLITE CONTACT:
MICHELL BENJAMIN
806-462-5939
800-474-5004
MICHELL.BENJAMIN@KMDI.NET

GENERAL NOTE:

- GC TO VERIFY ALL FIELD DIMENSIONS AND CONTACT PROJECT ARCHITECT WITH ANY SITE DISCREPANCIES.
- FIRE RATED WOOD IS REQUIRED FOR ALL BLOCKING.

IMPORTANT BID NOTE:

REFER TO ARCHITECTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL NOTES, SPECIFICATIONS, DETAILS, CONTROLS, ETC. THAT FORM A PART OF THIS CONTRACT. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND CLARIFIED BY THEM FOR INCLUSION IN BASE BID. THE REQUIREMENT WILL BE STRICTLY ENFORCED. NO CHANGE ORDERS WILL BE ALLOWED SHOULD THE CONTRACTOR FAIL TO PERFORM THIS FUNCTION.

SILHOUETTE
DESIGN ARCHITECTURE

566 W. Adams Suite #650
Chicago, Illinois 60661
312.258.0025
www.silhouettedesignarchitecture.com

FABER

Faber, Coe & Gregg of Florida, Inc.
550 Meadowslands Parkway
Seacaus, New Jersey 07094

Morrison
Maieler

engineers • surveyors • planners • scientists

1055 Mount Ave
Missoula, MT 59801
(406) 542-8880

OWNER:
Faber, Coe & Greg Florida, Inc.
Walter Jankowicz
Vice President, Business Development
550 Meadowslands Parkway
Seacaus, New Jersey, 07094
C (201) 401-8388
E. wjanowicz@faber-intl.com

ARCHITECT:
Scott Costello
Silhouette Design Architecture, Inc.
566 West Adams, Suite 650
Chicago, IL 60661
T (312) 258-0025, F (312) 276-4829
scostello@silhouetteinc.com

MEP & STRUCTURAL CONSULTANT:
Morrison-Maieler
1055 Mount Ave
Missoula, MT 59801
Shaun P. Shea, PE
T (406) 493-9004
E. shaun@jgm-n.net
Brian M. McDivitt, PE
T (406) 370-2082
E. bmcdivitt@jgm-n.net

FOODSERVICE CONSULTANT:
Ashland / Singer Ashland Equipment
John Reagard
Director of Food Service Design
T (403) 853-3840
E. reagard@singerequipment.com

MISSOULA MONTANA AIRPORT
5225 HIGHWAY 10 WEST
MISSOULA, MT 59808
LEVEL 02, SPACE 203

No. **Description** **Date**

1	100% SUBMITTAL REVISION 1	03/27/2024
		08/02/2024

FFE PLAN

Project number 2023-022
Date 7/23/2024
Drawn by BL
Checked by KG

A3.0

Scale 1/4" = 1'-0"

The above drawings, specifications, ideas, designs and arrangements represented thereby are and shall remain the property of Silhouette Design Architecture, Inc. No part thereof shall be reproduced or disclosed to others, or used in the connection with any work or project other than the specified project for which they have been prepared. Written dimensions on these drawings shall have precedence over scaled dimensions: Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop drawings must be submitted to this office for review before proceeding with fabrication. COPYRIGHT 2023 Silhouette Design Architecture, Inc.

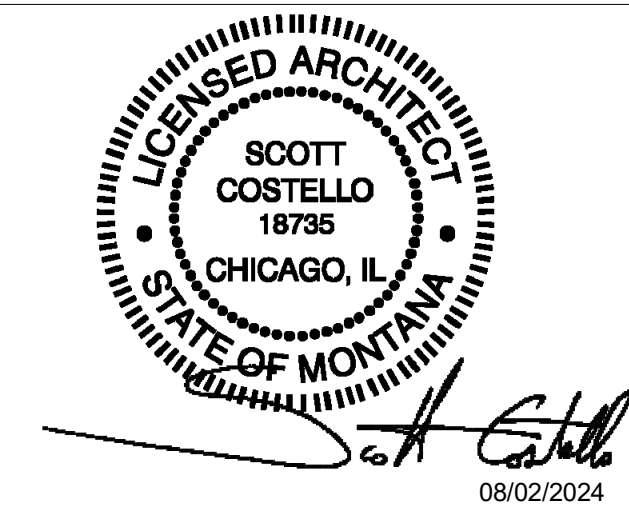
157

ARCHITECT:
Scott Costello
Silhouette Design Architecture, Inc.
566 West Adams, Suite 650, Chicago, IL 60661
T (312) 258-0025, F (312) 276-4829
scostello@silhouetteinc.com

DESIGNER:
Tara Carmichael
Silhouette Design Architecture, Inc.
566 West Adams, Suite 650, Chicago, IL 60661
T (312) 258-0025, F (312) 276-4829
tcarmichael@silhouetteinc.com

MEP & STRUCTURAL CONSULTANT:
Morrison-Maierle
Shaun Shea
1055 Mount Ave
Missoula, MT 59801
T (406) 542-8880
sshea@m-m.net

FOODSERVICE CONSULTANT:
Ashland / Singer Equipment
John Requard
T (443) 833-3840
jrequard@singerequipment.com



POST-SECURITY STORAGE

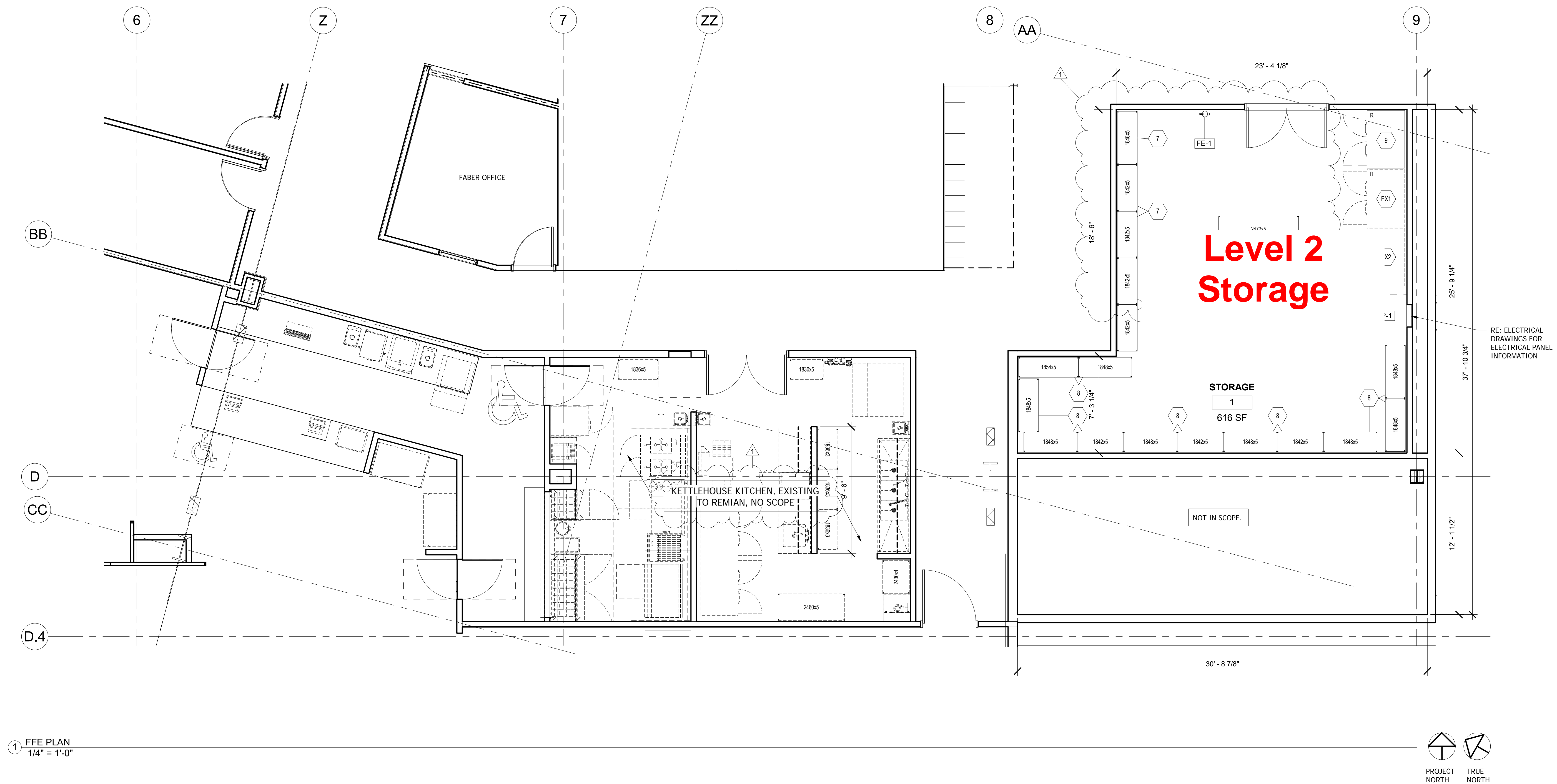
MISSOULA MONTANA AIRPORT
LEVEL 02
5225 HIGHWAY 10 WEST
MISSOULA, MT 59808
SPACES: 278 & 207

FIXTURE, QUEUING & EQUIPMENT PLAN

Project number	2023-022
Date	03/27/2024
Drawn by	Kavya Kataria
Checked by	Kevin Grewe

A3.0

Scale	1/4" = 1'-0"
-------	--------------



MISCELLANEOUS EQUIPMENT SCHEDULE

Type Mark	Description	Manufacturer	Model	Comments	Furnished	Installed	Courtesy
CCTV	SECURITY CAMERA	TBD	TBD	NEW CCTV CAMERA IN STORAGE ROOM	OWNER	GC	5
EP-1	ELECTRICAL PANEL		EXISTING	SEE ELECTRICAL DRAWINGS			1
FE-1	FIRE EXTINGUISHER		TYPE ABC	VERIFY LOCATION WITH INSPECTION	GC	GC	1

EQUIPMENT SCHEDULE

ITEM NO	EQUIPMENT CATEGORY
1	REFRIG. DISPLAY CASE W/ SLIDING DOORS (NOT SHOWN)
2	SPARE NUMBER
3	SPARE NUMBER
4	SPARE NUMBER
5	SPARE NUMBER
6	SPARE NUMBER
7	STORAGE SHELVING
8	STORAGE SHELVING
9	REACH-IN REFRIGERATOR
Ex-1	REACH-IN REFRIG. (EXISTING / RELOCATED)
Ex-2	REACH-IN FREEZER (EXISTING / RELOCATED)

Missoula Montana Airport
5225 West Broadway St.
Missoula, MT 59808
License Number: 04-801-5030-006
Date: April 11, 2025

GENERAL NOTE:

- 1) GC TO VERIFY ALL FIELD DIMENSIONS AND CONTACT PROJECT ARCHITECT WITH ANY SITE DISCREPANCIES.
- 2) FIRE RATED WOOD IS REQUIRED FOR ALL BLOCKING.

IMPORTANT BID NOTE:

REFER TO ARCHITECTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL NOTES, SPECIFICATIONS, DETAILS, CONTROLS, ETC. THAT FORM A PART OF THIS CONTRACT. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND CLARIFIED BY THEM FOR INCLUSION IN BASE BID. THE REQUIREMENT WILL BE STRICTLY ENFORCED. NO CHANGE ORDERS WILL BE ALLOWED SHOULD THE CONTRACTOR FAIL TO PERFORM THIS FUNCTION.

The above drawings, specifications, ideas, designs and arrangements represented thereby are and shall remain the property of Silhouette Design Architecture, Inc. No part thereof shall be reproduced or disclosed to others, or used in the connection with any work or project other than the specified project for which they have been prepared. Written dimensions on these drawings shall have precedence over scaled dimensions: Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop drawings must be submitted to this office for review before proceeding with fabrication. COPYRIGHT 2020 Silhouette Design Architecture, Inc.

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: April 29, 2025

1. **TITLE:** MCAA Resolution No. 2025-03 Setting Ground Rent for Aviation Lease

Review, discussion and possible approval of a resolution increasing the rental rate for aviation leases on airport from \$0.18 per square foot to \$0.185 per square foot and matters related thereto.

ACTION ITEM

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

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** Missoula Airport manages aviation ground rent based on a Board resolution system. This ensures consistency in ground rents on airport in compliance with FAA regulations and provides the lessees with an opportunity to address the Board on rent increases. The last increase was July 1, 2024. This Resolution increases the ground rent by 3% - from \$0.18 to \$0.185 per square foot.

5. **BUDGET INFORMATION:**
Amount Required: \$0
Estimated annual increase in revenue of \$11.8K
Annual revenue from aeronautical ground leases is approximately \$400K

6. **SUPPLEMENTAL AGENDA INFORMATION:** Resolution No. 2025-03 attached

7. **RECOMMENDED MOTION:** Move to approve Resolution No. 2025-03 setting ground rent for aviation leases on airport at \$0.185 per square foot.

8. **PREPARED BY:** William Parnell, Director of Finance and Administration

9. **COMMITTEE REVIEW:** None

MISSOULA COUNTY AIRPORT AUTHORITY
RESOLUTION NO. 2025-03

RESOLUTION SETTING GROUND RENT FOR AVIATION LEASES
AT THE MISSOULA MONTANA AIRPORT
(RATE RESOLUTION)

RECITALS

1. The Missoula County Airport Authority (the "AUTHORITY") operates the Missoula Montana Airport (the "Airport") pursuant to Title 67, Chapter 11, Montana Code Annotated.
2. The AUTHORITY is charged with the obligation to operate, maintain and develop the Airport as a public facility for the accommodation of air commerce.
3. The AUTHORITY is authorized by § 67-11-202, Montana Code Annotated to adopt, amend and repeal reasonable resolutions, rules, and orders which are necessary for the management, government and use of the Airport.
4. The AUTHORITY has an obligation to make the Airport available to all types, kinds and classes of aeronautical activity.
5. The AUTHORITY has entered into lease agreements with providers of aeronautical services that allow the AUTHORITY to adjust the ground rent from time to time, but not more frequently than annually, to the rate specified per square foot per year by Resolution.

NOW THEREFORE, BE IT RESOLVED that effective July 1, 2025, ground rent for all aviation leases with a rate increase provision shall be \$0.185 per square foot. This ground rental rate shall be effective until such time as a new Rate Resolution is passed by the AUTHORITY.

ADOPTED BY THE MISSOULA COUNTY AIRPORT AUTHORITY BOARD OF COMMISSIONERS this 29th day of April, 2025.

MISSOULA COUNTY AIRPORT AUTHORITY

ATTEST:

Chair Deb Poteet

Vice Chair Pat Boyle

APPROVED AS TO FORM AND CONTENT

Juniper Davis, Legal Counsel

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: April 29, 2024

1. **TITLE:** Federal Aviation Administration Grant Offer Pre-Approvals

Review, discussion and possible approval of the grant offers for AIP-091, AIP-092 and AIP-093 and its associated projects. **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 10 Minutes
4. **BACKGROUND INFORMATION:** Three grant applications were recently submitted to the FAA to fund this year's projects. It is anticipated those grant offers will be sent in the upcoming week(s). The FAA requires a quick turn around on these grant offers, and to avoid a Special Board Meeting, we are requesting pre-approval on the following:
AIP-3-30-0056-091-2025
 - Runway 12-30 Rehabilitation (Construction and Construction Services)AIP-3-30-0056-092-2025
 - East Concourse Terminal Building (Construction and Construction Services)AIP-3-30-0056-093-2025
 - Air Traffic Control Tower Modernization (Design and Construction)
5. **BUDGET INFORMATION:**
AIP-091 Grant Offer = \$18,241,761
MSO Matching Share = \$960,092.82
AIP-092 Grant Offer = \$3,439,800
MSO Matching Share = \$181,042
AIP-093 Grant Offer = \$900,000
MSO Matching Share = \$0.00
6. **SUPPLEMENTAL AGENDA INFORMATION:** See estimated project cost breakdown
7. **RECOMMENDED MOTION:** Move to accept the Grant Offers for AIP-091, AIP-092 and AIP-093 in the total amount of \$22,581,561 as submitted to the FAA and their corresponding matching share.
8. **PREPARED BY:** Brian Ellestad
9. **COMMITTEE REVIEW:** None.



RUNWAY 12-30 REHABILITATION PROJECT			
	Estimated Project Costs	ACTUAL AIP-090-2024	ESTIMATED AIP-091-2025
ADMINISTRATION			
Independent Fee Review (MM TO-63)	\$ 4,000.00	\$ 4,000.00	\$ -
Independent Fee Review (MM TO-69)	\$ 4,000.00	\$ -	\$ 4,000.00
Bid Advertisement	\$ 1,000.00	\$ -	\$ 1,000.00
FAA Reimbursable Agreement (MALSR)	\$ 99,219.07	\$ -	\$ 99,219.07
Subtotal Administration	\$ 108,219.07	\$ 4,000.00	\$ 104,219.07
ENGINEERING			
Task Order-63 (Design Services)	\$ 850,000.00	\$ 850,000.00	\$ -
Task Order-69 (Constr. Mng't Services)	\$ 900,000.00	\$ -	\$ 900,000.00
Subtotal Engineering	\$ 1,750,000.00	\$ 850,000.00	\$ 900,000.00
CONSTRUCTION			
Schellinger Construction Base Bid	\$ 18,197,634.75	\$ -	\$ 18,197,634.75
Subtotal Construction	\$ 18,197,634.75	\$ -	\$ 18,197,634.75
TOTAL PROJECT COSTS	\$ 20,055,853.82	\$ 854,000.00	\$ 19,201,853.82
Total Administration	\$ 108,219.07	\$ 4,000.00	\$ 104,219.07
Total Engineering	\$ 1,750,000.00	\$ 850,000.00	\$ 900,000.00
Total Construction	\$ 18,197,634.75	\$ -	\$ 18,197,634.75
Total Project Costs	\$ 20,055,853.82	\$ 854,000.00	\$ 19,201,853.82
Federal Share (Entitlements)	\$3,113,629.00	\$768,600.00	\$2,345,029.00
Federal Share (Discretionary)	\$15,896,732.00	\$0.00	\$15,896,732.00
Local Share	\$1,045,492.82	\$85,400.00	\$960,092.82
		90% FAA Share	95% FAA Share



NEW PASSENGER TERMINAL BUILDING (PHASE-2 AND PHASE-3)								
	Total Project Cost	ACTUAL AIP-081-2022 (ATP)	ACTUAL AIP-085-2023 (AIG)	ACTUAL AIP-086-2023	ACTUAL AIP-087-2024 (ATP)	ACTUAL AIP-088-2024 (AIG)	ACTUAL AIP-089-2024	ESTIMATED AIP-092-2025 (AIG)
ADMINISTRATION								
Independent Fee Review (MM TO-62)	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
Subtotal Administration	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
ENGINEERING								
Task Order-43 (Phase-2, Constr. Mng't Services)	\$ 2,150,000.00	\$ 697,883.91	\$ 240,935.00	\$ 158,903.00	\$ 350,000.00	\$ 200,000.00	\$ 200,000.00	\$ 302,278.09
Task Order-62 (Phase-3, Constr. Mng't Services)	\$ 562,500.00	\$ -	\$ -	\$ -	\$ 150,000.00	\$ 200,000.00	\$ 100,000.00	\$ 112,500.00
Subtotal Planning	\$ 2,712,500.00	\$ 697,883.91	\$ 240,935.00	\$ 158,903.00	\$ 500,000.00	\$ 400,000.00	\$ 300,000.00	\$ 414,778.09
CONSTRUCTION								
Contract Amend #24 (Phase-2 Construction)	\$ 42,330,275.00	\$ 13,364,477.00	\$ 4,900,000.00	\$ 3,000,000.00	\$ 5,343,011.00	\$ 2,227,658.00	\$ 2,475,430.00	\$ 2,982,650.00
Contract Amend #27 (Phase-3 Construction)	\$ 7,915,240.00	\$ -	\$ -	\$ -	\$ 2,250,000.00	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Subtotal Construction	\$ 50,245,515.00	\$ 13,364,477.00	\$ 4,900,000.00	\$ 3,000,000.00	\$ 7,593,011.00	\$ 4,227,658.00	\$ 3,475,430.00	\$ 3,982,650.00
TOTAL PROJECT COSTS	\$ 52,961,515.00	\$ 14,062,360.91	\$ 5,140,935.00	\$ 3,158,903.00	\$ 8,096,511.00	\$ 4,627,658.00	\$ 3,775,430.00	\$ 4,397,428.09
Total Administration	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
Total Engineering	\$ 2,712,500.00	\$ 697,883.91	\$ 240,935.00	\$ 158,903.00	\$ 500,000.00	\$ 400,000.00	\$ 300,000.00	\$ 414,778.09
Total Construction	\$ 50,245,515.00	\$ 13,364,477.00	\$ 4,900,000.00	\$ 3,000,000.00	\$ 7,593,011.00	\$ 4,227,658.00	\$ 3,475,430.00	\$ 3,982,650.00
Total Project Costs	\$ 52,961,515.00	\$ 14,062,360.91	\$ 5,140,935.00	\$ 3,158,903.00	\$ 8,096,511.00	\$ 4,627,658.00	\$ 3,775,430.00	\$ 4,397,428.09
Federal Share (82.34% of 90%)	\$39,247,660.00	\$11,000,000.00	\$3,809,741.00	\$2,340,936.00	\$6,000,000.00	\$3,429,372.00	\$2,797,820.00	\$3,439,800.00
Local Share (17.66% share)	\$13,713,855.00	\$3,062,360.91	\$1,331,194.00	\$817,967.00	\$2,096,511.00	\$1,198,286.00	\$977,610.00	\$957,628.09
		82.34% of 95%		82.34% of 95%				82.34% of 95%



ATCT MODERNIZATION PROJECT		
	Estimated Project Costs	ESTIMATED AIP-093-2025
ADMINISTRATION		
Bid Advertisement	\$ 1,000.00	\$ 1,000.00
Subtotal Administration	\$ 1,000.00	\$ 1,000.00
ENGINEERING		
Task Order-68 (Design Services)	\$ 32,500.00	\$ 32,500.00
Task Order-71 (Constr. Mng't Services)	\$ 50,000.00	\$ 50,000.00
Subtotal Engineering	\$ 82,500.00	\$ 82,500.00
CONSTRUCTION		
Contractor TBD	\$ 816,500.00	\$ 816,500.00
Subtotal Construction	\$ 816,500.00	\$ 816,500.00
TOTAL PROJECT COSTS	\$ 900,000.00	\$ 900,000.00
Total Administration	\$ 1,000.00	\$ 1,000.00
Total Engineering	\$ 82,500.00	\$ 82,500.00
Total Construction	\$ 816,500.00	\$ 816,500.00
Total Project Costs	\$ 900,000.00	\$ 900,000.00
Federal Share	\$ 900,000.00	\$ 900,000.00
Local Share	\$ -	\$ -
		100% FAA Share

**Missoula County Airport Authority
Agenda Action Sheet**

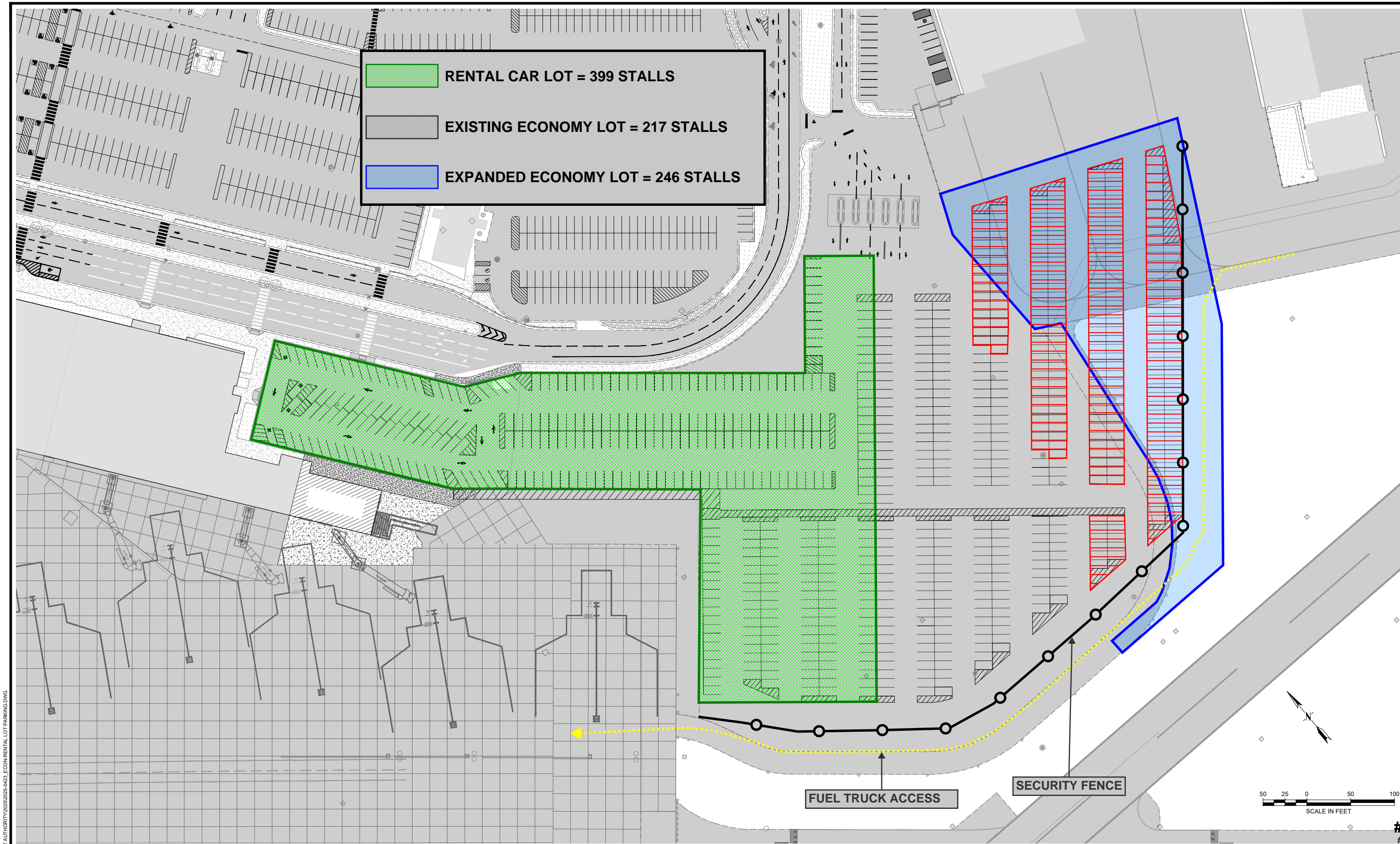
Meeting Date: April 29, 2025

1. **TITLE:** Recommendation of Award for the Economy Parking Lot Expansion Project.

Review, discussion and possible approval of the bid results for the construction of the Rental Lot Modifications Project. **ACTION ITEM**
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 10 Minutes
4. **BACKGROUND INFORMATION:** The Airport received and publicly opened bids for the Economy Parking Lot Expansion Project on April 22, 2025. Only one bid was received (see attached for breakdown). The bid proposal (submitted by Knife River Corporation) was vetted by Morrison-Maierle and is considered to be a reasonable and responsible bid.

The low bid (\$1,153,931.92) was 25% lower than the Engineer's Estimate of (\$1,547,662.24). After careful evaluation of the bid results, there were no bid item costs that were considered to be irresponsible or excessively high/low and is recommended for award.

This project will add approximately 246 parks to the existing Economy Lot.
5. **BUDGET INFORMATION:** Amount Required: \$ 1,153,931.92
MSO Share: \$ 1,153,931.92
6. **SUPPLEMENTAL AGENDA INFORMATION:** Project overview exhibit
7. **RECOMMENDED MOTION:** Move to accept the Economy Parking Lot Expansion Project bid proposal and award construction to Knife River Corporation in the amount of \$1,153,931.92
8. **PREPARED BY:** Brian Ellestad
9. **COMMITTEE REVIEW:** None.



M:\3386\000-MASTER\00-AIRPORT AUTHORITY\2025\2025-0423_ECONOMY LOT PARKING.DWG
PLOTTED BY: SHAUN P. SHEA ON Apr/23/2025

VERIFY SCALE AND COLOR! THIS SHEET MAY BE REDUCED AND IS INTENDED TO BE IN COLOR. THE BAR BELOW WILL MEASURE ONE INCH AT ORIGINAL DESIGN SCALE AND RED, GREEN, AND BLUE WILL BE VISIBLE IF REPRODUCED CORRECTLY. <div><div></div><div></div><div></div></div> MODIFY SCALE ACCORDINGLY!				
REVISIONS				
NO.	DESCRIPTION	BY	DATE	
#	#	#	#	
#	#	#	#	
#	#	#	#	
#	#	#	#	



**Morrison
Maierle**
engineers • surveyors • planners • scientists

1055 Mount Avenue
Missoula, MT 59801
406.542.8880
www.m-m.net

COPYRIGHT © MORRISON-MAIERLE, 2025

DRAWN BY: KJK DSGN. BY: # APPR. BY: # DATE: 03/2025 Q.C. REVIEW BY: # DATE: #	MISSOULA MONTANA AIRPORT		PROJECT NUMBER #
			SHEET NUMBER 2
	RENTAL LOT/ECONOMY LOT EXHIBIT		DRAWING NUMBER
			166 2

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: April 29, 2025

1. **TITLE:** Task Order No. 70 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion, and possible approval of Task Order No. 70 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for the Construction Management Services for the Economy Parking Lot Expansion Project.
ACTION ITEM
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 5 Minutes
4. **BACKGROUND INFORMATION:** This Task Order for Morrison-Maierle coincides with the bid results and recommendation for the Economy Parking Lot Expansion Project. Services will include on-site observation during construction and project closeout services.
5. **BUDGET INFORMATION:** Amount Required: \$98,750
6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 70 Scope and Fee.
7. **RECOMMENDED MOTION:** Move to Approve Task Order No. 70 with Morrison-Maierle in the amount of \$98,750
8. **PREPARED BY:** Brian Ellestad
9. **COMMITTEE REVIEW:** None.

TASK ORDER-70

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

Task Order

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

SPECIFIC PROJECT DATA

TITLE: ECONOMY LOT EXPANSION – CONSTRUCTION MANAGEMENT SERVICES

- I. **Objective:** Complete the construction management services and project closeout for the Economy Lot Expansion project. This project consists of applying crack seal and seal coat on the existing general aviation apron asphalt pavement and constructing a full depth pavement section for the new parking area. Full depth pavement construction consists of excavation, subgrade preparation, placement of fabric and geogrid materials, placement and compaction of subbase and base course materials, and asphalt paving (and placement and compaction of asphalt millings as an additive alternative if awarded). The work also includes storm structure adjustments, installation of underdrain systems and electrical light pole and security systems. This project also includes construction of overhead sign lighting, installation of access gate off the terminal loop road (with an additive alternative of a keypad if awarded), and installation of camera provisions on an overhead structure on the terminal loop road.

Construction Management Services: Provide on-site construction observation services for the project. Observation will be conducted on a full-time basis, with the level of coverage adjusted according to the construction phase and the personnel required to oversee construction activities. Additionally, Morrison-Maierle will perform construction staking and project layout for the Contractor as detailed in the construction contract.

Project Closeout Services: Provide assistance closing out the project for the Owner. This shall include preparation of record drawings, compiling test results, lien releases, affidavits of amounts paid, finalizing total project costs, coordination of Operations and Maintenance manuals, and project archival.

Project Schedule: The Schedules I and II of this project will last 60 calendar days (approximately two months). The tentative construction start date is Late May, weather dependent. Schedules III and IV will last 15 calendar days (approximately two weeks) and will begin September 2, during the anticipated Runway closure. Project milestones are listed in *Section 3 – Times of Performance*.

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

A. Project Management Services

1. Develop project scope and fee for Task Order.
2. Prepare Issued for Construction Plans and Specifications.
3. Prepare agenda and conduct Pre-Construction with contractor(s) and subcontractor(s). Attendance will require the Project Principal, Project Manager, Project Engineer and Resident Project Representative (RPR).

4. Schedule and conduct a Pre-Paving Meeting with the engineering team, contractor, paving subcontractor(s), testing agencies, and Airport Operations. The meeting will address important paving topics, including the construction schedule, project expectations, acceptance criteria, quality assurance/quality control (QA/QC) procedures, and safety considerations. The meeting will include a review of the contractor's paving plan and a discussion of contingency plans to address potential challenges. Attendance will require the Project Principal, Project Manager, Project Engineer and Resident Project Representative (RPR).
5. Review shop drawings, samples, certifications, and other submittals of the Contractor for general conformance to the design concept of the Project and for general compliance with the construction contract documents. Such reviews and approvals will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
6. Respond to various Requests for Information (RFI) and evaluate/respond to Potential Change Orders (PCO) for the OWNER's approval. ***Change Orders involving additional design and construction management services shall be considered Additional Services.***
1. Submit 7460 Form for permanent structures and temporary construction equipment.
7. Process Contractor pay requests (estimated 3 total).
8. Review Contractor's and Subcontractor's certified labor payrolls for compliance to Davis-Bacon wage rates and Montana prevailing wage rates. This effort is performed continuously throughout the project.
9. Maintain internal coordination of the construction management team throughout the life of the project.
10. Maintain ongoing coordination with MSO throughout the project, including construction scheduling and overall project updates. During construction, provide regular updates to the OWNER on project progress, scheduling, and other key developments. Notify the OWNER of any permanent work that does not meet the requirements outlined in the construction contract documents, recommend corrective actions, and, upon the OWNER's request, oversee the implementation of these corrections by the Contractor. Ensure the OWNER always has the necessary resources available.

B. Construction Management Services

1. Maintain project coordination with the Owner and Contractor throughout the life of the project. Ensure milestones and deliverables are meeting expectations and the predetermined project schedule.
2. Provide full-time Resident Project Representative (RPR) construction observation services for the duration of the project. The duties, responsibilities, and authority of the RPR shall be in accordance with the terms outlined in the Master Agreement. The provision of these services does not extend the ENGINEER's responsibilities or authority beyond the limits established in the Master Agreement. The estimated construction duration for the project is **60 calendar days for Schedules I and II and 15 calendar days for Schedules III and IV.**

The level of RPR coverage shall be proportional to the amount of work being performed during each phase of the project in order to provide adequate oversight. The budgeted construction observation for each phase is outlined below:

Schedule I and II: Economy Lot Expansion and Overhead Sign Lighting (60 Calendar Days)

Work for the construction of the Economy Lot Expansion will be divided into two separate phases. Phase 1 consists of the full depth construction of the pavement section and Phase 2 consists of the crack seal and seal cost of the existing apron asphalt pavement. Phase 2 shall not begin until Phase 1 is complete. Installation of the overhead sign lighting will be concurrent with Phase 1 and 2.

- Project Principal – 10 working days, at 1-hour per day
- Project Manager – 20 working days, at 1-hour per day
- Lead Engineer – 45 working days, at 1-hour per day
- Electrical Engineer – 10 working days, at 1-hour per day
- Resident Project Representative – 45 working days, at 10-hours per day

**Schedule III and IV: Access Gate Construction and Loop Road Camera Installation
(15 Calendar Days)**

The bulk of the work for the access gate construction and loop road camera installation shall be completed during the anticipated runway closure between September 2 – September 7 with remaining items to be completed within the following week.

- Project Principal - 1 working days, at 2-hours per day
- Project Manager – 2 working days, at 2-hours per day
- Lead Engineer – 5 working days, at 1-hour per day
- Electrical Engineer – 5 working days, at 10-hours per day
- Resident Project Representative – 5 working days, at 10-hours per day

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

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

3. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspection, tests, and approvals. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. ENGINEER shall be entitled to rely on the results of such tests.
4. Monitor Contractor operations during construction for general adherence to the construction operations plan. In the event construction activities are not in conformance with the provisions of the construction operations plan, the Contractor and OWNER will be notified verbally and in writing. Failure of the Contractor to take corrective action will result in a Stop Work Order issued to the Contractor until such time as the Contractor takes corrective action. The Stop Work Order will be issued at the direction of the OWNER, through the ENGINEER.
5. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work.
6. Notify the OWNER of permanent work that does not conform to the result required in the construction contract documents, prepare a written report describing any apparent non-conforming permanent work, make recommendations to the OWNER for its correction, and, at the request of the OWNER, have these recommendations implemented by the Contractor.

7. Promptly after notice from Contractor that Contractor considers each work area ready for its intended use, in company with OWNER and Contractor, conduct a semi-final inspection to determine if the Work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the Work substantially complete, the ENGINEER shall then deliver a Certificate of Substantial Completion to OWNER and Contractor. There will be a walk through at the completion of each construction phase, prior to opening completed areas to parking.
8. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of the ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Task Order.

C. Survey Services

1. Provide required survey services to assist in the layout and staking of the project. Survey scope consists of the following:

Survey Control Verification & Establish New Control

Existing horizontal and vertical control stations will be recovered and verified for accuracy. Additional horizontal and vertical control points will be established as necessary for layout of the project. This task also includes effort involved with preparing required survey submittal documents, project setup, and preliminary calculations. ***This work will be completed using a two-person survey crew.***

Prepare/Submit Machine Control Data for Contractor

This work item includes processing and creation of a file containing the finish-ground surface for the contractor to control their grades by equipment machine control during full-depth pavement and mill-overlay operations.

Course Verification – Finished Subgrade

This work item includes grade verification of subgrade at grid lines and grade breaks. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. A subgrade verification survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation.

Course Verification – Finished Subbase Course

This work item includes grade verification of finished subbase course at grid lines and grade breaks. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. A subbase verification survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation.

Course Verification – Finished Base Course

This work item includes grade verification of finished base course at grid lines and grade breaks. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. A base course verification survey report will be generated from this work. Mapping data will be provided to the Engineer for inclusion with project construction documentation.

Course Verification – Asphalt/Concrete Surface

This work item includes grade verification of finished asphalt surface course at grid lines and grade breaks. If ground elevation at the time of this survey deviates from required elevations, Engineer and Contractor will be notified immediately. Mapping data will be provided to the Engineer for inclusion with project construction documentation.

Stake Out Fence Posts

This work item includes staking out alignment points for fence posts along 25-foot stations and at

all horizontal geometry points.

Stake Out Electrical/Communications Pathways and Equipment

This work includes layout for electrical and communication pathways at maximum 50-foot intervals on tangents, 25-foot intervals on curves, and layout of the radius points of curves. Location stakes shall also be provided for enclosures and vaults.

Stake Out Structures (Luminaires, Gates, and Signs)

This work includes layout and grade stakes (as applicable) for luminaires, gates, and sign posts.

Stake out Storm Drain Structures

Reference stakes will be provided for each storm drain structure. A maximum of two hub and lath will be provided for each sump or inlet, and offset stakes for any piping will be provided at 25-foot intervals along the pipe. Lath will be marked with horizontal offset and vertical distance to rim elevation (or other datum per contractor request). Survey report will include identification of structures referenced, offset distances, hub elevation, design structure location, and cut or fill to design point from hub.

Pavement Marking Layout

This work item includes survey layout for pavement markings at 50-foot intervals on tangents, 25-foot intervals on curves, and layout of the radius points of curves. Symbols and numbers will be staked at the corners of each symbol or number. Pavement markings will be completed by Owner.

2. The scope of survey coverage will vary based on the construction phase.
3. Provide continuous quality assurance for survey activity.

D. Project Closeout Services

1. The ENGINEER will furnish, without restriction, to the OWNER, PDF drawings in electronic media format. Copies of documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
2. Receive and review maintenance and operating instructions, schedules, and guarantees. Receive bonds, product certificates, certificates of inspection, tests, and approvals, shop drawings, samples and other data required by the construction Contract documents and the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment.
3. Receive bonds, product certificates, certificates of inspection, tests, and approvals, shop drawings, samples and other data required by the construction Contract documents and the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment.
4. Ensure that the Web Based Project Management data is archived so that it is in a retrievable format for the Owner.

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

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

<u>Milestone</u>	<u>Completion Date</u>
A. Pre-Construction Meeting	May 15, 2025
B. Begin Construction (Schedule I and II)	May 19, 2025
C. Substantial Completion (Schedule I and II)	July 18, 2025

- D. Begin Construction (Schedule III and IV)
- E. Substantial Completion (Schedule III and IV)
- D. Complete Project Closeout

September 2, 2025
 September 17, 2025
 December 19, 2025

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

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

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
Construction Management	\$82,950	\$15,800	\$98,750

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

SECTION 6 – CONSULTANTS: None.

SECTION 7 – OTHER MODIFICATIONS TO MASTER AGREEMENT: None.

SECTION 8 – ATTACHMENTS:

- A. Morrison-Maierle – Engineering Fees

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

The Effective Date of this Task Order is: **April 29, 2025**

ENGINEER

Signature *Date*

Shaun P. Shea, P.E.
Name

Vice President, Morrison-Maierle
Title

1055 Mount Avenue, Missoula, MT 59801
Address

sshea@m-m.net
E-Mail Address

(406) 542.4846
Phone

OWNER

Signature *Date*

Brian Ellestad, A.A.E.
Name

Airport Director, MCAA
Title

5225 Highway 10 W. – Missoula, MT 59808
Address

bellestad@flymissoula.com
E-Mail Address

(406) 728.4381
Phone

Task Order Airport Master, June, 2016
\\EgnyteDrive\MSL Projects\3366\052 - Economy Lot Expansion\01 Project Management\Contracts\Engineering\CM\Task Order-00_CMS SCOPE.docx

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: April 29, 2025

1. **TITLE:** Task Order No. 69 to the Master Agreement for Professional Engineering Services with Morrison-Maierle.

Review, discussion, and possible approval of Task Order No. 69 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for the Construction Management Services for the Runway 12-30 Rehabilitation Project. **ACTION ITEM**

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

3. **TIME REQUIRED:** 10 Minutes

4. **BACKGROUND INFORMATION:** This Task Order for Morrison-Maierle coincides with the bid opening for the Runway 12-30 Rehabilitation Project. Services will include on-site observation during construction, survey services, as well as grant management and closeout services.

The Airport requested an Independent Fee Review (IFR) on Morrison Maierle's scope of work. The result of the IFR is presented below.

5. **BUDGET INFORMATION:**
- | | |
|------------------|------------|
| Amount Required: | \$ 900,000 |
| AIP Funds: | \$ 855,000 |
| MSO Share: | \$ 45,000 |
| IFR: | \$ 971,872 |

6. **SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 69 Scope and Fee

7. **RECOMMENDED MOTION:** Move to approve Task Order No. 69 with Morrison-Maierle in the amount of \$900,000 contingent on the availability of federal funding.

8. **PREPARED BY:** Brian Ellestad

9. **COMMITTEE REVIEW:** None.

TASK ORDER-69

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

Task Order

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

SPECIFIC PROJECT DATA

TITLE: RUNWAY 12-30 REHABILITATION – CONSTRUCTION MANAGEMENT SERVICES

- I. **Objective:** Complete construction management services and project closeout for the Runway 12-30 Rehabilitation Project. Major scope items include an asphalt overlay on Runway 12-30 and portions of the connector taxiways, various airfield electrical upgrades including new runway & taxiway lights and signs, airfield electrical vault upgrades, and a new MALSR threshold bar. Final construction scope is contingent on FAA funding.

Construction Management Services: Provide on-site construction observation services for the project. Observation will be conducted on a full-time basis, with the level of coverage adjusted according to the construction phase and the personnel required to oversee construction activities. Additionally, Morrison-Maierle will perform construction staking and project layout for the Contractor as detailed in the construction contract. Quality Assurance testing of materials will be conducted in accordance with FAA requirements to ensure compliance with project specifications.

Project Closeout Services: Provide assistance in closing out the project and grant with the FAA, compile testing results, lien releases, affidavits of amounts paid DBE, provide as-built drawings of the completed project and provide a final report to the OWNER and the FAA.

Project Schedule: The project schedule for the overall construction management services is anticipated to begin April 1, 2025 and continue until December, 2025 with a second airfield paint application in Spring 2026 (approximately 40 weeks total). The actual construction start date (Notice to Proceed) is anticipated to be August 4, 2025 but needs to be finalized with the Contractor. Project milestones are listed in *Section 3 – Times of Performance*.

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

A. Project Management Services

1. Develop project scope and fee for Task Order.
2. Coordinate the Independent Fee Estimate and complete Record of Negotiations for the Task Order.
3. Prepare weekly FAA construction observation reports for review by the OWNER and FAA. Form 5370-1 will be used and submitted to the ADO Project Manager. The reporting period is expected to last 20 weeks.
4. Review Contractor's and Subcontractor's certified labor payrolls for compliance to Davis-Bacon wage rates and Montana prevailing wage rates. This effort is performed continuously throughout construction which is expected to last 20 weeks.

5. Prepare and submit monthly Requests for Reimbursement, Invoice Summaries, and SF 271 forms to the OWNER for review, with an estimated 10 invoicing periods. Develop summaries of project costs and paid invoices to track grant funding and project budget status. Assist in preparing quarterly and annual SF 425 reports for FAA projects. Review and process contractor pay requests (assume 6 total).

Based on the on-site observations of the RPR and review of Contractor(s)' applications for payment and the supplemental data and schedules, the ENGINEER shall approve, in writing, the amounts owed to the Contractor(s), and in accordance with the provisions of the General Conditions of the construction Contract documents shall approve payments to the Contractor(s) in such amounts.

Approvals of payment shall constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of ENGINEER's knowledge, information and belief, the quality of the work is in accordance with the construction Contract documents subject to an evaluation of the work upon substantial completion and subject to the results of subsequent tests, and to any other qualifications stated in the ENGINEER's approval.

6. Maintain internal coordination of the construction management team throughout the life of the project.
7. Participate in a Safety Resource Management (SRM) Panel (two anticipated), preparing and submitting SRM team exhibits, and incorporating SRM comments into project plans. **Fees are included in Task Order 63.**
8. Maintain ongoing coordination with MSO throughout the project, including grant funding, construction scheduling, and overall project updates. During construction, provide regular updates to the OWNER on project progress, scheduling, and other key developments. Notify the OWNER of any permanent work that does not meet the requirements outlined in the construction contract documents, recommend corrective actions, and, upon the OWNER's request, oversee the implementation of these corrections by the Contractor. Ensure the OWNER always has the necessary resources available.
9. Maintain ongoing coordination and communication with the FAA Helena Airports District Office and Northwest Mountain Region throughout the duration of the project.
10. Coordinate and communicate all construction phasing and closure items impacting air traffic with the Air Traffic Control Tower manager.
11. Provide general construction administration services throughout the project, led by the project management team (Project Principal and Project Manager) with support from the Administrative Assistant. Includes periodic quality control, issue resolution, contract oversight, document management, periodic site inspections, conducting/attending regular coordination meetings with Contractor (outside of Phase 1B), and continuous communication with the OWNER and Contractor to ensure effective project management and oversight.
12. Attend monthly airport board meetings (Project Principal and Project Manager) to report project status. Ten (10) meetings are anticipated.

B. Preconstruction Services

1. Submit 7460 and Strategic Event Form.
2. Prepare a Construction Management Plan. The plan will include the identification of the OWNER's representative, the testing laboratory, the procedures for testing laboratories, qualifications of testing personnel, and testing requirements, as required by the versions of the ADO Notices which are in effect as of the date of this Agreement.
3. Coordinate and review Contractor's quality control, field and lab materials testing as required by

the project specifications.

4. Obtain the services of an accredited, independent materials testing laboratory to perform acceptance testing on P-401 and P-610. Coordinate with design team on their role, expectations, and scope/fee submittals.
5. Review Contractor's Safety Plan Compliance document.
6. Review shop drawings, samples, certifications, and other submittals of the Contractor for general conformance to the design concept of the Project and for general compliance with the construction contract documents. Such reviews and approvals will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
7. Respond to various Request For Information (RFI) and evaluate/respond to Potential Change Orders (PCO) for the OWNER's approval.
8. Review Contractor's construction schedule and verify conformance to contract schedule requirements.
9. Schedule and perform a Pre-Construction Conference with the selected contractors and subcontractors. Prepare agenda and graphic displays and conduct conference in accordance with FAA checklist. Engineering team members who are local will attend the conference in-person, non-local members will attend virtually through Microsoft Teams.
10. Schedule and conduct a Pre-Paving Meeting with the engineering team, contractor, paving subcontractor(s), testing agencies, and Airport Operations. The meeting will address important paving topics, including the construction schedule, project expectations, acceptance criteria, quality assurance/quality control (QA/QC) procedures, and safety considerations. The meeting will include a review of the contractor's paving plan and a discussion of contingency plans to address potential challenges.
11. Schedule and conduct a Pre-Electrical Meeting with the engineering team, contractor, electrical subcontractor(s), and Airport Operations. This meeting will cover critical electrical topics, including the construction schedule, project expectations, and safety considerations, such as Lockout/Tagout procedures. Additionally, the meeting will include a review of the contractor's electrical plan and a discussion of contingency measures to address potential challenges.

C. Construction Management Services

1. Provide full-time Resident Project Representative (RPR) construction observation services for the duration of the project. The duties, responsibilities, and authority of the RPR shall be in accordance with the terms outlined in the Master Agreement. The provision of these services does not extend the ENGINEER's responsibilities or authority beyond the limits established in the Master Agreement. The estimated construction duration for the project is **140 calendar days (20 weeks)**.

The level of RPR coverage shall be proportional to the amount of work being performed during each phase of the project in order to provide adequate oversight. The budgeted construction observation for each phase is outlined below:

Pre-Phase Work: Construction site work is scheduled to begin on August 4th, starting with the "Pre-Phase Work," which consists of a 13-calendar-day period before Phase 0. This phase allows the Contractor to begin some specific project tasks, including storm structure modifications, exploratory excavation, counterpoise installation, and sign base adjustments. Some of this work may occur during daytime hours, while activities requiring extended occupancy of the runway safety area will be performed at night when the runway is closed. Construction Observation coverage includes one Senior RPR assigned to the day shift, and an Airport Engineer assigned to the night shift.

Below is a breakdown of the planned coverage for the Pre-Phase Work:

Pre-Phase Construction Observation (13 calendar days)

- Senior RPR (Day Shift) – 13 days at 8 hours per day
- Airport Engineer (Night Shift) – 13 nights at 8 hours per night

Phase 0: Phase 0 spans three calendar days and involves the displacement of the RW-12 threshold. Construction Observation for the first two days will include an 8-hour day shift covered by a Senior RPR and an 8-hour night shift, covered by the Project Manager. On the third night, an additional staff member will be assigned (Lead Airport Engineer) to accommodate the increased workload. Below is a breakdown of the planned coverage for the Phase 0 Work:

Phase 0 Construction Observation (3 calendar days)

- Senior RPR (Day Shift) – 3 days at 8 hours per day
- Project Manager (Night Shift) – 3 nights at 8 hours per night
- Lead Airport Engineer (Night Shift) – 1 night for 8 hours

Phase 1A. Phase 1A includes work to relocate the MALSR bar, paving the control strips, paving Taxiway A6, and miscellaneous electrical work. Construction Observation coverage for this phase is planned for two 12-hour shifts: one Senior RPR assigned to the day shift, and one Lead Airport Engineer assigned to the night shift. Below is a breakdown of the planned coverage for the Phase 1A Work:

Phase 1A Construction Observation (10 calendar days)

- Senior RPR (Day Shift) – 10 days at 12 hours per day
- Lead Airport Engineer (Night Shift) – 10 nights at 12 hours per night

Phase 1B. During full asphalt paving operations (Phase 1B), Morrison-Maierle will provide dedicated day and night construction observation crews, with one crew assigned to each shift. Each crew will be led by a Point of Contact (POC) responsible for overall inspection oversight, including non-paving activities such as electrical and storm drainage work. The POC will also serve as the primary liaison for the Airport, Contractor, Subcontractors, and Testing Agencies. Each crew will include a paving inspection team consisting of a Paving Chief, supported by three additional team members. Below is a breakdown of the planned coverage for the Phase 1A Work:

Phase 1B Construction Observation (6 calendar days)

- Senior RPR (Day Shift Point of Contact (POC)) – 6 days at 12 hours per day
- Project Principal (Day Shift Paving Chief) – 6 days at 12 hours per day
- Senior RPR (Day Shift Paving Crew A)– 6 days at 12 hours per day
- RPR1 (Day Shift Paving Crew B)– 6 days at 12 hours per day
- RPR2 (Day Shift Paving Crew C)– 6 days at 12 hours per day
- Project Manager (Night Shift POC) – 6 nights at 12 hours per night
- Lead Airport Engineer (Night Shift Paving Chief) – 6 nights at 12 hours per night
- Airport Engineer (Night Shift Paving Crew A) – 6 nights at 12 hours per night
- RPR 3 (Night Shift Paving Crew B)– 6 nights at 12 hours per night
- RPR 4 (Night Shift Paving Crew C)– 6 nights at 12 hours per night

Phase 2. Phase 2 will include taxiway electrical work and any remaining taxiway paving not completed during Phase 1B. The majority of work is expected to take place at night to allow operations within the runway safety area. To accommodate this, a Senior RPR and Airport Engineer will both be assigned to cover the 8-hour night shift, while one Airport Engineer will be assigned to the 12-hour day shift. The total duration of Phase 2 is 10 calendar days. Below is a breakdown of the planned coverage for the Phase 2 Work:

Phase 2 Construction Observation (10 calendar days)

- Project Manager (Day Shift) – 10 days at 12 hours per day
- Senior RPR (Night Shift) – 10 days at 8 hours per day
- Airport Engineer (Night Shift) – 10 days at 8 hours per day

Phase 3. Phase 3 consists of vault-related and miscellaneous electrical work that is not on the critical path for other project phases. Most tasks will be performed within the electrical vault building. The contract time for Phase 3 is 90 calendar days, and an average of 1 hour per day by a Senior RPR is expected.

Phase 4. Phase 4 involves runway grooving following the asphalt cure period. This phase will be completed during daily night closures over a 45-calendar-day period. Construction observation is expected for one Resident Project Representative (RPR) to cover an 8-hour night shift for the duration of the 45 nights.

Phase 5. Phase 5 involves the second paint application. Construction observation is planned for one Senior RPR to cover an 8-hour night shift for five nights during this phase.

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

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

2. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspection, tests, and approvals. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. ENGINEER shall be entitled to rely on the results of such tests.
3. Provide material acceptance testing for P-401 (Bituminous Pavements) per FAA requirements with an independent testing laboratory. This will be coordinated with a qualified subconsultant.
4. Monitor Contractor operations during construction for general adherence to the construction operations plan. In the event construction activities are not in conformance with the provisions of the construction operations plan, the Contractor and OWNER will be notified verbally and in writing. Failure of the Contractor to take corrective action will result in a Stop Work Order issued to the Contractor until such time as the Contractor takes corrective action. The Stop Work Order will be issued at the direction of the OWNER, through the ENGINEER.
5. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work.

6. Notify the OWNER of permanent work that does not conform to the result required in the construction contract documents, prepare a written report describing any apparent non-conforming permanent work, make recommendations to the OWNER for its correction, and, at the request of the OWNER, have these recommendations implemented by the Contractor.
7. Promptly after notice from Contractor that Contractor considers each work area ready for its intended use, in company with OWNER and Contractor, conduct a semi-final inspection to determine if the Work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the Work substantially complete, the ENGINEER shall then deliver a Certificate of Substantial Completion to OWNER and Contractor. There will be a walk through at the completion of each construction phase, prior to opening completed areas to parking.
8. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of the ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Task Order.

D. Survey Services

1. Provide required survey services to assist in the layout and staking of the project. Survey scope consists of the following:
 - Survey Control: Existing horizontal and vertical control stations will be recovered and verified for accuracy. Additional horizontal and vertical control points will be established as necessary for layout and grade control of the project. Task will include preparation of survey submittal documents, project setup, and preliminary calculations. Survey field work will be completed using a two-person survey crew and will include a full level loop through existing and new control points.
 - Slope Stakes: Preliminary grade stakes or slope stakes at 50-foot intervals, if applicable.
 - Asphalt (P-401) Surface Verification: Following asphalt placement, final surface grades will be documented at a maximum 50-foot longitudinal spacing and at all longitudinal grade breaks, and at start and end of each lane placed. Minimum cross-section grade points shall include grade at centerline, +/- 25 feet of centerline, and edge of runway or taxiway pavement. The final surface will be surveyed, and the documentation, stamped and signed by a licensed surveyor will be provided to the Contractor.
 - Shoulder Verification: Grade verification shall be performed for the placement of embankment at 50-foot intervals along the shoulder and all grade breaks and catch points.
 - MALSR Relocation: Offset nail in pavement will be provided for placement of light cans. The light stakes will be marked with the fixture identifier and cut or fill to a design reference elevation. Survey report will include a listing of points set with applicable feature, station, offset, hub elevation, design reference elevation, and cut or fill to design vertical datum from hub.
 - Storm Drain Structures: Reference stakes will be provided for each storm drain structure. A maximum of two hub and lath will be provided for each sump or inlet, and offset stakes for any piping will be provided at 25-foot intervals along the pipe. Lath will be marked with horizontal offset and vertical distance to rim elevation (or other datum per contractor request). Survey report will include identification of structures referenced, offset distances, hub elevation, design structure location, and cut or fill to design point from hub.

- Pavement Markings: Layout for pavement markings will be at 50-foot intervals on tangents, 25-foot intervals on curves, and layout of the radius points of curves. Symbols and numbers will be staked at the corners of each symbol or number.
2. The scope of survey coverage will vary based on the construction phase. The following outlines the survey budget allocation for each phase of construction:

Pre-Phase Work (13 calendar days)

 - Survey Technician (Night Shift) – 2 days at 8 hours per day

Phase 0 (3 calendar days)

 - Survey Technician (Night Shift) – 3 days at 4 hours per day

Phase 1A (10 calendar days)

 - Survey Technician (Day Shift) – 10 days at 4 hours per day

Phase 1B (6 calendar days)

 - 2-Man Survey Crew (Day Shift) – 6 days at 12 hours per day
 - Survey Manager (Night Shift) – 6 days at 12 hours per day
 - Survey Technician (Night Shift) – 6 days at 12 hours per day

Phase 2 (10 calendar days)

 - Survey Technician (Night Shift) – 10 days at 4 hours per day
 3. Provide continuous quality assurance for survey activity.

E. **Project Closeout Services**

1. Receive and review maintenance and operating instructions, schedules, and guarantees. Receive bonds, product certificates, certificates of inspection, tests, and approvals, shop drawings, samples and other data required by the construction Contract documents and the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment. Summarize and report DBE achievement for the Missoula Montana Airport.
2. The ENGINEER shall furnish the OWNER with one (1) full size set of record drawings, based on information furnished to the ENGINEER by the Contractor.
3. **Prepare Closeout Report.** Upon 90% completion of the FAA grant, the ENGINEER shall prepare a Grant Closeout Report covering all work items completed under construction and this Task Order. The ENGINEER shall furnish one (1) copy of the Final Project Report to the OWNER. The ENGINEER will also furnish, without restriction, to the OWNER, PDF drawings in electronic media format. Copies of documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
4. **Quality Assurance.** Provide periodic quality assurance for closeout report.

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

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

<u>Milestone</u>	<u>Completion Date</u>
A. Pre-Construction Meeting	April 15, 2025
B. Begin Construction	August 1, 2025
C. Substantial Completion	December 15, 2025
D. Final Pavement Marking Application	May 1, 2026
C. Complete Project Closeout	June 1, 2026

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

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

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
Construction Management	\$672,548	\$227,452	\$900,000

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

SECTION 6 – CONSULTANTS: Subconsultant services shall be absorbed in the final fees and will be under the direction of Morrison-Maierle. Those subconsultants include:

- A. Tetra Tech – Independent Testing Laboratory

SECTION 7 – OTHER MODIFICATIONS TO MASTER AGREEMENT: None.

SECTION 8 – ATTACHMENTS:

- A. Morrison-Maierle – Engineering Fees

The Effective Date of this Task Order is: **March 25, 2025**

OWNER

(406) 728.4381
Phone

M:\3366\048 - RW 12-30 Rehab\01 Project Management\Contracts\Engineering\CM\Task Order-69_ CMS SCOPE.docx

TASK ORDER-69
RW 12-30 REHABILITATION PROJECT
CONSTRUCTION MANAGEMENT SERVICES



Summary of Professional Service Fees
March 20, 2025

	<u>Labor</u>	<u>Expenses</u>	<u>Total</u>
CONSTRUCTION MANAGEMENT	\$672,548	\$227,452	\$900,000

SCHELLINGER CONSTRUCTION BID PRICE: \$18,793,946.75
TASK ORDER (as % of CONSTRUCTION COST): 4.8%

CONSTRUCTION MANAGEMENT SERVICES													
WORK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	LEAD AIRPORT ENGINEER	AIRPORT ENGINEER	SENIOR RPR	RPR	SURVEY MANAGER	SURVEY TECHNICIAN	2-MAN SURVEY CREW	CAD DESIGNER	ADMIN ASSISTANT	TOTAL LABOR HOURS	TOTAL LABOR COST
PROJECT MANAGEMENT SERVICES													
Develop Project Scope and Fee	2	8					4				2	16	\$2,864.69
Coordinate IFE and Record of Negotiations	1	2										3	\$632.73
Prepare Weekly FAA Construction Reports (20-weeks)					20							20	\$2,835.22
Review Certified Payrolls (20-weeks)											20	20	\$2,104.96
Process Monthly Pay Requests and RFRs		10			12							22	\$3,538.55
Internal Team Coordination	40	40	40	40	40		40					240	\$42,919.27
SRM Panel	Included in Task Order 63												
Coordination with MSO	20	40			40							100	\$18,325.11
Coordination with FAA	16	16			16							48	\$9,452.04
Coordination with ATCT	4				4							8	\$1,628.04
Construction Administration	160	320			160						80	720	\$132,338.99
Attend Monthly Airport Board Meetings (10-total)	40	40										80	\$17,959.66
SUBTOTAL	283	476	40	40	292	0	44	0	0	0	102	1277	\$234,599.26
PRECONSTRUCTION SERVICES													
Submit 7460 and Strategic Event Forms	1	2		8								11	\$1,734.60
Prepare Construction Management Plan	2	4	32	4	8							50	\$8,744.31
Coordinate and Review Contractor's QCP	1	2	4	4								11	\$1,907.89
Coordination with Geotechnical Subconsultant	1	8			8							17	\$2,869.27
Review Contractor's Safety Plan Compliance	1	2	4		4							11	\$1,924.01
Review Shop Drawings, Material Samples, Certs	4	8	16	16	40						4	88	\$13,723.01
Respond to RFIs	2	16	8	8	8					4		46	\$7,705.72
Review Construction Schedule	2	2	4		4							12	\$2,189.25
Prepare/Conduct Pre-Construction Conference	2	4	2	2	4	4	2					20	\$3,320.92
Conduct Pre-Pave Meeting	2	4	2	2	4	4	2					20	\$3,320.92
Conduct Pre-Electrical Meeting	2	2	2	2	4	4	2					18	\$2,953.43
SUBTOTAL	20	54	74	46	84	12	6	0	0	4	4	304	\$50,393.33
CONSTRUCTION MANAGEMENT SERVICES													
Pre-Phase Construction Observation (13-days)				104	104							208	\$29,067.37
Phase 0 Construction Observation (3-days)		24	8		24							56	\$9,260.53
Phase 1A Construction Observation (10-Days)			120		120							240	\$38,738.16
Phase 1B Construction Observation (6-Days)	72	72	72	72	144	288						720	\$113,418.15
Phase 2 Construction Observation (10-Days)		120		80	80							280	\$44,408.59
Phase 3 Construction Observation (90-Days)					90							90	\$12,758.48
Phase 4 Construction Observation (45-Days)						360						360	\$47,155.39
Phase 5 Construction Observation (5-Days)					40							40	\$5,670.44
SUBTOTAL	72	216	200	256	602	648	0	0	0	0	0	1994	\$300,477.12
SURVEY SERVICES													
Control Verification		1			2		2	4	10			19	\$3,648.62
Set New Survey Control		1			2		2	4	10			19	\$3,648.62
Pre-Phase Survey		1			1			16				18	\$2,228.49
Phase 0 Survey		1			1			12				14	\$1,752.74
Phase 1A Survey		1			1			40				42	\$5,082.96
Phase 1B Survey		1			1		72	72	72			218	\$37,783.39
Phase 2 Survey		1			1			40				42	\$5,082.96
Quality Assurance	2	4			2		16					24	\$4,164.02
SUBTOTAL	2	11	0	0	11	0	92	188	92	0	0	396	\$63,391.78
PROJECT CLOSEOUT SERVICES													
Review Testing Summaries, DBE, Lien Releases		1		2	2						2	7	\$953.23
Prepare Record Drawings	2	6		4	6					24	2	44	\$6,550.54
Prepare Closeout Report	2	8	20	40	20						4	94	\$14,387.11
Quality Assurance	4	4										8	\$1,795.97
SUBTOTAL	8	19	20	46	28	0	0	0	0	24	8	153	\$23,686.84
TOTAL LABOR HOURS	385	776	334	388	1017	660	142	188	92	28	114	4124	\$672,548.34

SUMMARY OF ESTIMATED LABOR COSTS RW 12-30 REHABILITATION PROJECT	HOURS	LABOR RATE	TOTAL COST
PROJECT PRINCIPAL	385	\$265.25	\$102,120.90
PROJECT MANAGER	776	\$183.74	\$142,584.03
LEAD AIRPORT ENGINEER	334	\$181.06	\$60,473.06
AIRPORT ENGINEER	388	\$137.73	\$53,440.42
SENIOR RPR	1017	\$141.76	\$144,170.84
RPR	660	\$130.99	\$86,451.56
SURVEY MANAGER	142	\$163.44	\$23,208.38
SURVEY TECHNICIAN	188	\$118.94	\$22,360.04
2-MAN SURVEY CREW	92	\$237.87	\$21,884.29
CAD DESIGNER	28	\$137.73	\$3,856.53
ADMIN ASSISTANT	114	\$105.25	\$11,998.30
TOTAL LABOR COSTS	4124		\$672,548.34

SUMMARY OF DIRECT EXPENSES RW 12-30 REHABILITATION PROJECT	QTY	UNIT	RATE	TOTAL COST
Vehicle (Company)	9000	Mile	\$1.06	\$9,540.00
Meals	145	Person/Day	\$54.00	\$7,830.00
Lodging	145	Night	\$175.00	\$25,375.00
Survey Equipment	20	Day	\$240.00	\$4,800.00
Survey Supplies	1	Lump Sum	\$500.00	\$500.00
Printing	1	Each	\$500.00	\$500.00
Miscellaneous	1	Lump Sum	\$646.00	\$646.00
TOTAL - DIRECT EXPENSES				\$49,191.00

OUTSIDE SERVICES (SUBCONSULTANTS) RW 12-30 REHABILITATION PROJECT	QTY	UNIT	RATE	TOTAL COST
Tetra Tech (Independent Testing Lab)	1	Lump Sum	\$70,000.00	\$70,000.00
TOTAL - OUTSIDE SERVICES				\$70,000.00

FEE SUMMARY RW 12-30 REHABILITATION PROJECT	
TOTAL LABOR COSTS	\$672,548
TOTAL DIRECT EXPENSES	\$49,191
TOTAL COSTS	<u>\$721,739</u>
FIXED FEE	\$108,261
TOTAL OUTSIDE SERVICES	\$70,000
TOTAL FEE - CONSTRUCTION MANAGEMENT SERVICES	\$900,000

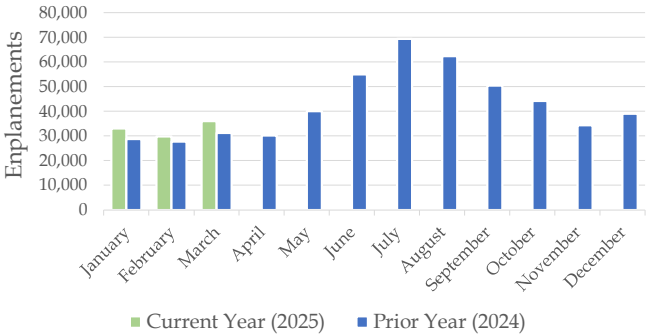
Summary

- Strong enplanement growth with added seat capacity, up 18% Y/Y in March
- Record enplanments in March (36,075)
- MSO surpassed 1M total passengers in 2024
 - First time in airport history

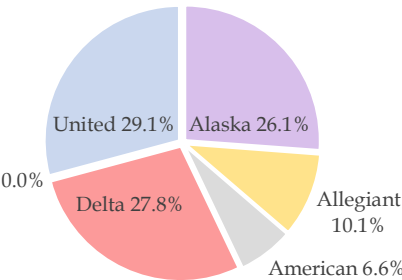
Air Service Highlights

- 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!

Passenger Enplanements



2025 Airline Market Share YTD



Tower Operations

Ops Type	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
Air Carrier	657	588	699	0	0	0	0	0	0	0	0	0	1,944	11%
Air Taxi	367	357	404	0	0	0	0	0	0	0	0	0	1,128	0%
GA	797	674	1175	0	0	0	0	0	0	0	0	0	2,646	-6%
Military	17	68	44	0	0	0	0	0	0	0	0	0	129	-45%
Civil	574	739	887	0	0	0	0	0	0	0	0	0	2,200	-25%
Total	2025	2,412	2,426	3,209	0	0	0	0	0	0	0	0	8,047	-9%
	2024	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	7,894	9,112	0	0	0	0	0	0	0	0	0	25,767	42%
Allegiant	2,857	2,676	4,422	0	0	0	0	0	0	0	0	0	9,955	18%
American	2,523	1,851	2,122	0	0	0	0	0	0	0	0	0	6,496	-7%
Delta	9,033	8,450	9,990	0	0	0	0	0	0	0	0	0	27,473	-2%
Frontier	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	
United	9,531	8,907	10,276	0	0	0	0	0	0	0	0	0	28,714	16%
Charters	274	0	153	0	0	0	0	0	0	0	0	0	427	-67%
Total	2025	32,979	29,778	36,075	0	0	0	0	0	0	0	0	98,832	13%
	2024	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
LF	2025	79.1%	81.0%	11.7%										25.5%
	2024	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	8,079	9,478	0	0	0	0	0	0	0	0	0	26,003	39%
Allegiant	2,822	2,477	4,287	0	0	0	0	0	0	0	0	0	9,586	21%
American	2,276	1,809	2,075	0	0	0	0	0	0	0	0	0	6,160	0%
Delta	8,286	8,171	9,773	0	0	0	0	0	0	0	0	0	26,230	-4%
Frontier	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	
United	9,397	9,075	10,013	0	0	0	0	0	0	0	0	0	28,485	17%
Charters	0	0	153	0	0	0	0	0	0	0	0	0	153	-88%
Total	2025	31,227	29,611	35,779	0	0	0	0	0	0	0	0	96,617	13%
	2024	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

Total Pax	2025	64,206	59,389	71,854	0	0	0	0	0	0	0	0	195,449	13%
	2024	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

T12M	870,274
------	---------

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

State of Montana Airline Enplanements

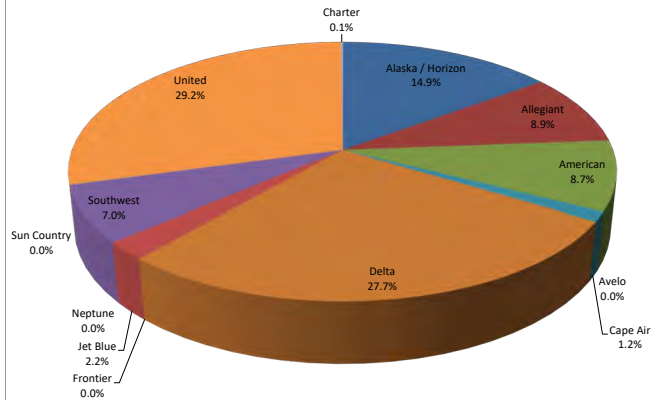
March 2025

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	5,526	4,827	5,621		1,497	10,028					94	11,039		38,632	8,681
Bozeman	12,589	6,184	14,582			29,396		5,737		17,941		33,920	131	120,480	10,024
Butte						680						1,189		1,869	
Glasgow					214									214	
Glendive					152									152	
Great Falls	1,969	3,087				5,856						3,969		14,881	
Havre					291									291	
Helena	1,992					3,512						2,742		8,246	3,905
Kalispell	6,782	4,207				11,386						11,386		33,761	3,552
Missoula	9,112	4,422	2,122			9,990						10,276	153	36,075	3,209
Sidney					590									590	
Wolf Point					276									276	
Yellowstone														-	
Total	37,970	22,727	22,325	-	3,020	70,848	-	5,737	-	17,941	94	74,521	284	255,467	29,371
Market Share %	14.9%	8.9%	8.7%	0.0%	1.2%	27.7%	0.0%	2.2%	0.0%	7.0%	0.0%	29.2%	0.1%		

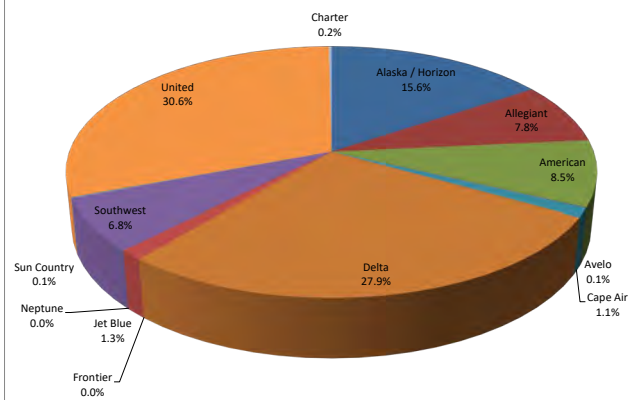
Year-to-Date

	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	15,722	12,408	15,443	-	3,833	26,577	-	-	-	263	188	31,743	-	106,177	20,874
Bozeman	35,880	12,534	36,902	-	-	77,531	-	8,820	-	46,469	-	92,260	868	311,264	18,404
Butte	-	-	-	-	-	1,957	-	-	-	-	-	2,923	-	4,880	-
Glasgow	-	-	-	-	617	-	-	-	-	-	-	-	-	617	-
Glendive	-	-	-	-	437	-	-	-	-	-	-	-	-	437	-
Great Falls	5,505	8,221	-	-	-	16,749	-	-	-	-	104	11,898	-	42,477	4,606
Havre	-	-	-	-	753	-	-	-	-	-	-	-	-	753	-
Helena	5,346	-	-	-	-	10,183	-	-	-	-	-	7,938	-	23,467	9,352
Kalispell	19,822	10,978	-	534	-	32,415	-	-	-	-	270	35,605	-	99,624	8,801
Missoula	25,767	9,955	6,496	-	-	27,473	-	-	-	-	-	28,714	427	98,832	8,047
Sidney	-	-	-	-	1,501	-	-	-	-	-	-	-	-	1,501	-
Wolf Point	-	-	-	-	646	-	-	-	-	-	-	-	-	646	-
Yellowstone	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	108,042	54,096	58,841	534	7,787	192,885	-	8,820	-	46,732	562	211,081	1,295	690,675	70,084
Market Share %	15.6%	7.8%	8.5%	0.1%	1.1%	27.9%	0.0%	1.3%	0.0%	6.8%	0.1%	30.6%	0.2%		

Market Share
Current Month



Market Share
Year-to-Date



State of Montana
Air Carrier/Commuter Flights and Passengers
2025

STATE TOTAL

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	204,314	197,734	402,048	397,964	222,782	212,446	435,228	435,228	9.0%	7.4%	8.3%	9.4%
FEB	207,007	207,880	414,887	792,499	212,426	211,993	424,419	859,647	2.6%	2.0%	2.3%	8.5%
MAR	238,312	236,727	475,039	1,244,107	255,467	250,838	506,305	1,365,952	7.2%	6.0%	6.6%	9.8%
APR	188,191	187,090	375,281	1,602,954	-	-	-	1,365,952	-100.0%	-100.0%	-100.0%	-14.8%
MAY	227,333	245,200	472,533	2,018,443	-	-	-	1,365,952	-100.0%	-100.0%	-100.0%	-32.3%
JUN	324,165	348,726	672,891	2,593,268	-	-	-	1,365,952	-100.0%	-100.0%	-100.0%	-47.3%
JUL	394,259	391,877	786,136	3,286,278	-	-	-	1,365,952	-100.0%	-100.0%	-100.0%	-58.4%
AUG	383,216	373,551	756,767	3,948,810	-	-	-	1,365,952	-100.0%	-100.0%	-100.0%	-65.4%
SEP	305,636	287,314	592,950	4,492,715	-	-	-	1,365,952	-100.0%	-100.0%	-100.0%	-69.6%
OCT	248,953	234,094	483,047	4,942,698	-	-	-	1,365,952	-100.0%	-100.0%	-100.0%	-72.4%
NOV	193,429	188,651	382,080	5,311,850	-	-	-	1,365,952	-100.0%	-100.0%	-100.0%	-74.3%
DEC	233,736	250,463	484,199	5,739,134	-	-	-	1,365,952	-100.0%	-100.0%	-100.0%	-76.2%
	3,148,551	3,149,307			690,675	675,277						

BILLINGS

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	31,699	30,440	62,139	62,139	35,568	34,477	70,045	70,045	12.2%	13.3%	12.7%	12.7%
FEB	31,361	31,261	62,622	124,761	31,977	30,735	62,712	132,757	2.0%	-1.7%	0.1%	6.4%
MAR	34,553	35,797	70,350	195,111	38,632	40,863	79,495	212,252	11.8%	14.2%	13.0%	8.8%
APR	33,499	35,010	68,509	263,620	-	-	-	212,252	-100.0%	-100.0%	-100.0%	-19.5%
MAY	39,439	40,040	79,479	343,099	-	-	-	212,252	-100.0%	-100.0%	-100.0%	-38.1%
JUN	44,513	46,500	91,013	434,112	-	-	-	212,252	-100.0%	-100.0%	-100.0%	-51.1%
JUL	51,473	50,200	101,673	535,785	-	-	-	212,252	-100.0%	-100.0%	-100.0%	-60.4%
AUG	49,131	49,131	98,262	634,047	-	-	-	212,252	-100.0%	-100.0%	-100.0%	-66.5%
SEP	41,308	40,505	81,813	715,860	-	-	-	212,252	-100.0%	-100.0%	-100.0%	-70.4%
OCT	41,579	40,642	82,221	798,081	-	-	-	212,252	-100.0%	-100.0%	-100.0%	-73.4%
NOV	38,099	37,269	75,368	873,449	-	-	-	212,252	-100.0%	-100.0%	-100.0%	-75.7%
DEC	41,073	41,490	82,563	956,012	-	-	-	212,252	-100.0%	-100.0%	-100.0%	-77.8%
	477,727	478,285			106,177	106,075						

BOZEMAN

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	92,478	91,761	184,239	184,239	94,876	91,908	186,784	186,784	2.6%	0.2%	1.4%	1.4%
FEB	95,331	96,984	192,315	376,554	95,908	97,309	193,217	380,001	0.6%	0.3%	0.5%	0.9%
MAR	114,816	111,908	226,724	603,278	120,480	113,918	234,398	614,399	4.9%	1.8%	3.4%	1.8%
APR	75,996	72,438	148,434	751,712	-	-	-	614,399	-100.0%	-100.0%	-100.0%	-18.3%
MAY	90,588	99,513	190,101	941,813	-	-	-	614,399	-100.0%	-100.0%	-100.0%	-34.8%
JUN	138,014	147,708	285,722	1,227,535	-	-	-	614,399	-100.0%	-100.0%	-100.0%	-49.9%
JUL	161,496	161,236	322,732	1,550,267	-	-	-	614,399	-100.0%	-100.0%	-100.0%	-60.4%
AUG	159,823	154,456	314,279	1,864,546	-	-	-	614,399	-100.0%	-100.0%	-100.0%	-67.0%
SEP	128,698	121,075	249,773	2,114,319	-	-	-	614,399	-100.0%	-100.0%	-100.0%	-70.9%
OCT	98,676	90,874	189,550	2,303,869	-	-	-	614,399	-100.0%	-100.0%	-100.0%	-73.3%
NOV	70,482	67,262	137,744	2,441,613	-	-	-	614,399	-100.0%	-100.0%	-100.0%	-74.8%
DEC	95,063	106,031	201,094	2,642,707	-	-	-	614,399	-100.0%	-100.0%	-100.0%	-76.8%
	1,321,461	1,321,246			311,264	303,135						

BUTTE

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	1,202	1,079	2,281	2,281	1,449	1,569	3,018	3,018	20.5%	45.4%	32.3%	32.3%
FEB	1,078	1,101	2,179	4,460	1,562	1,589	3,151	6,169	44.9%	44.3%	44.6%	38.3%
MAR	1,396	1,350	2,746	7,206	1,869	1,852	3,721	9,890	33.9%	37.2%	35.5%	37.2%
APR	1,033	1,087	2,120	9,326	-	-	-	9,890	-100.0%	-100.0%	-100.0%	6.0%
MAY	1,379	1,638	3,017	12,343	-	-	-	9,890	-100.0%	-100.0%	-100.0%	-19.9%
JUN	1,310	1,370	2,680	15,023	-	-	-	9,890	-100.0%	-100.0%	-100.0%	-34.2%
JUL	1,548	1,488	3,036	18,059	-	-	-	9,890	-100.0%	-100.0%	-100.0%	-45.2%
AUG	1,433	1,481	2,914	20,973	-	-	-	9,890	-100.0%	-100.0%	-100.0%	-52.8%
SEP	1,313	1,231	2,544	23,517	-	-	-	9,890	-100.0%	-100.0%	-100.0%	-57.9%
OCT	1,253	1,222	2,475	25,992	-	-	-	9,890	-100.0%	-100.0%	-100.0%	-61.9%
NOV	1,308	1,212	2,520	28,512	-	-	-	9,890	-100.0%	-100.0%	-100.0%	-65.3%
DEC	1,661	1,627	3,288	31,800	-	-	-	9,890	-100.0%	-100.0%	-100.0%	-68.9%
	15,914	15,886			4,880	5,010						

State of Montana
Air Carrier/Commuter Flights and Passengers
2025

GLASGOW

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	162	152	314	314	239	218	457	457	47.5%	43.4%	45.5%	45.5%
FEB	203	200	403	717	164	141	305	762	-19.2%	-29.5%	-24.3%	6.3%
MAR	249	241	490	1,207	214	219	433	1,195	-14.1%	-9.1%	-11.6%	-1.0%
APR	218	206	424	1,631	-	-	-	1,195	-100.0%	-100.0%	-100.0%	-26.7%
MAY	237	246	483	2,114	-	-	-	1,195	-100.0%	-100.0%	-100.0%	-43.5%
JUN	263	226	489	2,603	-	-	-	1,195	-100.0%	-100.0%	-100.0%	-54.1%
JUL	310	288	598	3,201	-	-	-	1,195	-100.0%	-100.0%	-100.0%	-62.7%
AUG	319	309	628	3,829	-	-	-	1,195	-100.0%	-100.0%	-100.0%	-68.8%
SEP	228	225	453	4,282	-	-	-	1,195	-100.0%	-100.0%	-100.0%	-72.1%
OCT	265	253	518	4,800	-	-	-	1,195	-100.0%	-100.0%	-100.0%	-75.1%
NOV	273	257	530	5,330	-	-	-	1,195	-100.0%	-100.0%	-100.0%	-77.6%
DEC	243	244	487	5,817	-	-	-	1,195	-100.0%	-100.0%	-100.0%	-79.5%
	2,970	2,847			617	578						

GLENDAVE

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	148	169	317	317	168	156	324	324	13.5%	-7.7%	2.2%	2.2%
FEB	162	149	311	628	117	143	260	584	-27.8%	-4.0%	-16.4%	-7.0%
MAR	176	168	344	972	152	156	308	892	-13.6%	-7.1%	-10.5%	-8.2%
APR	178	198	376	1,348	-	-	-	892	-100.0%	-100.0%	-100.0%	-33.8%
MAY	177	169	346	1,694	-	-	-	892	-100.0%	-100.0%	-100.0%	-47.3%
JUN	173	155	328	2,022	-	-	-	892	-100.0%	-100.0%	-100.0%	-55.9%
JUL	218	199	417	2,439	-	-	-	892	-100.0%	-100.0%	-100.0%	-63.4%
AUG	189	149	338	2,777	-	-	-	892	-100.0%	-100.0%	-100.0%	-67.9%
SEP	146	134	280	3,057	-	-	-	892	-100.0%	-100.0%	-100.0%	-70.8%
OCT	182	157	339	3,396	-	-	-	892	-100.0%	-100.0%	-100.0%	-73.7%
NOV	192	181	373	3,769	-	-	-	892	-100.0%	-100.0%	-100.0%	-76.3%
DEC	196	190	386	4,155	-	-	-	892	-100.0%	-100.0%	-100.0%	-78.5%
	2,137	2,018			437	455						

GREAT FALLS

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	13,304	12,947	26,251	26,251	14,346	13,983	28,329	28,329	7.8%	8.0%	7.9%	7.9%
FEB	13,298	13,129	26,427	52,678	13,250	13,251	26,501	54,830	-0.4%	0.9%	0.3%	4.1%
MAR	14,940	14,949	29,889	82,567	14,881	15,648	30,529	85,359	-0.4%	4.7%	2.1%	3.4%
APR	14,068	14,675	28,743	111,310	-	-	-	85,359	-100.0%	-100.0%	-100.0%	-23.3%
MAY	15,329	15,910	31,239	142,549	-	-	-	85,359	-100.0%	-100.0%	-100.0%	-40.1%
JUN	17,749	18,444	36,193	178,742	-	-	-	85,359	-100.0%	-100.0%	-100.0%	-52.2%
JUL	18,817	18,924	37,741	216,483	-	-	-	85,359	-100.0%	-100.0%	-100.0%	-60.6%
AUG	18,826	18,182	37,008	253,491	-	-	-	85,359	-100.0%	-100.0%	-100.0%	-66.3%
SEP	16,584	15,690	32,274	285,765	-	-	-	85,359	-100.0%	-100.0%	-100.0%	-70.1%
OCT	15,965	15,473	31,438	317,203	-	-	-	85,359	-100.0%	-100.0%	-100.0%	-73.1%
NOV	15,016	14,860	29,876	347,079	-	-	-	85,359	-100.0%	-100.0%	-100.0%	-75.4%
DEC	16,945	16,850	33,795	380,874	-	-	-	85,359	-100.0%	-100.0%	-100.0%	-77.6%
	190,841	190,033			42,477	42,882						

HAVRE

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	212	204	416	416	260	253	513	513	22.6%	24.0%	23.3%	23.3%
FEB	207	228	435	851	202	191	393	906	-2.4%	-16.2%	-9.7%	6.5%
MAR	248	262	510	1,361	291	271	562	1,468	17.3%	3.4%	10.2%	7.9%
APR	269	232	501	1,862	-	-	-	1,468	-100.0%	-100.0%	-100.0%	-21.2%
MAY	260	244	504	2,366	-	-	-	1,468	-100.0%	-100.0%	-100.0%	-38.0%
JUN	268	247	515	2,881	-	-	-	1,468	-100.0%	-100.0%	-100.0%	-49.0%
JUL	276	284	560	3,441	-	-	-	1,468	-100.0%	-100.0%	-100.0%	-57.3%
AUG	279	265	544	3,985	-	-	-	1,468	-100.0%	-100.0%	-100.0%	-63.2%
SEP	257	218	475	4,460	-	-	-	1,468	-100.0%	-100.0%	-100.0%	-67.1%
OCT	283	270	553	5,013	-	-	-	1,468	-100.0%	-100.0%	-100.0%	-70.7%
NOV	278	244	522	5,535	-	-	-	1,468	-100.0%	-100.0%	-100.0%	-73.5%
DEC	258	251	509	6,044	-	-	-	1,468	-100.0%	-100.0%	-100.0%	-75.7%
	3,095	2,949			753	715						

State of Montana
Air Carrier/Commuter Flights and Passengers
2025

HELENA

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	7,511	7,224	14,735	14,735	7,804	7,367	15,171	15,171	3.9%	2.0%	3.0%	3.0%
FEB	7,246	7,173	14,419	29,154	7,417	7,305	14,722	29,893	2.4%	1.8%	2.1%	2.5%
MAR	7,889	7,836	15,725	44,879	8,246	8,077	16,323	46,216	4.5%	3.1%	3.8%	3.0%
APR	7,656	7,729	15,385	60,264	-	-	-	46,216	-100.0%	-100.0%	-100.0%	-23.3%
MAY	8,693	9,295	17,988	78,252	-	-	-	46,216	-100.0%	-100.0%	-100.0%	-40.9%
JUN	9,286	9,390	18,676	96,928	-	-	-	46,216	-100.0%	-100.0%	-100.0%	-52.3%
JUL	9,666	9,364	19,030	115,958	-	-	-	46,216	-100.0%	-100.0%	-100.0%	-60.1%
AUG	9,702	9,350	19,052	135,010	-	-	-	46,216	-100.0%	-100.0%	-100.0%	-65.8%
SEP	8,656	8,204	16,860	151,870	-	-	-	46,216	-100.0%	-100.0%	-100.0%	-69.6%
OCT	8,739	8,510	17,249	169,119	-	-	-	46,216	-100.0%	-100.0%	-100.0%	-72.7%
NOV	7,688	7,506	15,194	184,313	-	-	-	46,216	-100.0%	-100.0%	-100.0%	-74.9%
DEC	8,321	8,271	16,592	200,905	-	-	-	46,216	-100.0%	-100.0%	-100.0%	-77.0%
	101,053	99,852			23,467	22,749						

KALISPELL

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	28,157	25,967	54,124	54,124	34,389	30,415	64,804	64,804	22.1%	17.1%	19.7%	19.7%
FEB	29,524	29,820	59,344	113,468	31,474	31,213	62,687	127,491	6.6%	4.7%	5.6%	12.4%
MAR	31,868	31,978	63,846	177,314	33,761	33,204	66,965	194,456	5.9%	3.8%	4.9%	9.7%
APR	24,196	24,230	48,426	225,740	-	-	-	194,456	-100.0%	-100.0%	-100.0%	-13.9%
MAY	29,182	33,541	62,723	288,463	-	-	-	194,456	-100.0%	-100.0%	-100.0%	-32.6%
JUN	54,879	62,161	117,040	405,503	-	-	-	194,456	-100.0%	-100.0%	-100.0%	-52.0%
JUL	77,864	79,166	157,030	562,533	-	-	-	194,456	-100.0%	-100.0%	-100.0%	-65.4%
AUG	78,001	76,419	154,420	716,953	-	-	-	194,456	-100.0%	-100.0%	-100.0%	-72.9%
SEP	55,386	50,191	105,577	822,530	-	-	-	194,456	-100.0%	-100.0%	-100.0%	-76.4%
OCT	36,466	33,185	69,651	892,181	-	-	-	194,456	-100.0%	-100.0%	-100.0%	-78.2%
NOV	24,946	25,080	50,026	942,207	-	-	-	194,456	-100.0%	-100.0%	-100.0%	-79.4%
DEC	30,345	35,716	66,061	1,008,268	-	-	-	194,456	-100.0%	-100.0%	-100.0%	-80.7%
	500,814	507,454			99,624	94,832						

MISSOULA

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	28,761	27,054	55,815	55,815	32,979	31,227	64,206	64,206	14.7%	15.4%	15.0%	15.0%
FEB	27,709	27,004	54,713	110,528	29,778	29,611	59,389	123,595	7.5%	9.7%	8.5%	11.8%
MAR	31,282	31,551	62,833	173,361	36,075	35,779	71,854	195,449	15.3%	13.4%	14.4%	12.7%
APR	30,213	30,446	60,659	234,020	-	-	-	195,449	-100.0%	-100.0%	-100.0%	-16.5%
MAY	40,352	42,740	83,092	317,112	-	-	-	195,449	-100.0%	-100.0%	-100.0%	-38.4%
JUN	54,943	59,492	114,435	431,547	-	-	-	195,449	-100.0%	-100.0%	-100.0%	-54.7%
JUL	69,259	67,464	136,723	568,270	-	-	-	195,449	-100.0%	-100.0%	-100.0%	-65.6%
AUG	62,300	60,606	122,906	691,176	-	-	-	195,449	-100.0%	-100.0%	-100.0%	-71.7%
SEP	50,472	47,291	97,763	788,939	-	-	-	195,449	-100.0%	-100.0%	-100.0%	-75.2%
OCT	44,174	42,235	86,409	875,348	-	-	-	195,449	-100.0%	-100.0%	-100.0%	-77.7%
NOV	34,292	33,992	68,284	943,632	-	-	-	195,449	-100.0%	-100.0%	-100.0%	-79.3%
DEC	38,779	38,990	77,769	1,021,401	-	-	-	195,449	-100.0%	-100.0%	-100.0%	-80.9%
	512,536	508,865			98,832	96,617						

SIDNEY

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	480	543	1,023	1,023	505	516	1,021	1,021	5.2%	-5.0%	-0.2%	-0.2%
FEB	636	589	1,225	2,248	406	354	760	1,781	-36.2%	-39.9%	-38.0%	-20.8%
MAR	637	635	1,272	3,520	590	601	1,191	2,972	-7.4%	-5.4%	-6.4%	-15.6%
APR	580	590	1,170	4,690	-	-	-	2,972	-100.0%	-100.0%	-100.0%	-36.6%
MAY	578	533	1,111	5,801	-	-	-	2,972	-100.0%	-100.0%	-100.0%	-48.8%
JUN	616	638	1,254	7,055	-	-	-	2,972	-100.0%	-100.0%	-100.0%	-57.9%
JUL	685	698	1,383	8,438	-	-	-	2,972	-100.0%	-100.0%	-100.0%	-64.8%
AUG	695	638	1,333	9,771	-	-	-	2,972	-100.0%	-100.0%	-100.0%	-69.6%
SEP	580	582	1,162	10,933	-	-	-	2,972	-100.0%	-100.0%	-100.0%	-72.8%
OCT	649	653	1,302	12,235	-	-	-	2,972	-100.0%	-100.0%	-100.0%	-75.7%
NOV	611	562	1,173	13,408	-	-	-	2,972	-100.0%	-100.0%	-100.0%	-77.8%
DEC	589	574	1,163	14,571	-	-	-	2,972	-100.0%	-100.0%	-100.0%	-79.6%
	7,336	7,235			1,501	1,471						

State of Montana
Air Carrier/Commuter Flights and Passengers
2025

WOLF POINT

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN	199	194	394	394	199	213	412	412	0.0%	9.8%	4.6%	4.6%
FEB	171	242	494	888	171	151	322	734	0.0%	-37.6%	-34.8%	-17.3%
MAR	276	252	510	1,398	276	250	526	1,260	0.0%	-0.8%	3.1%	-9.9%
APR	-	249	534	1,932	-	-	-	1,260	#DIV/0!	-100.0%	-100.0%	-34.8%
MAY	-	263	550	2,482	-	-	-	1,260	#DIV/0!	-100.0%	-100.0%	-49.2%
JUN	-	241	494	2,976	-	-	-	1,260	#DIV/0!	-100.0%	-100.0%	-57.7%
JUL	-	283	591	3,567	-	-	-	1,260	#DIV/0!	-100.0%	-100.0%	-64.7%
AUG	-	270	580	4,147	-	-	-	1,260	#DIV/0!	-100.0%	-100.0%	-69.6%
SEP	-	234	479	4,626	-	-	-	1,260	#DIV/0!	-100.0%	-100.0%	-72.8%
OCT	-	264	542	5,168	-	-	-	1,260	#DIV/0!	-100.0%	-100.0%	-75.6%
NOV	-	226	470	5,638	-	-	-	1,260	#DIV/0!	-100.0%	-100.0%	-77.7%
DEC	-	229	492	6,130	-	-	-	1,260	#DIV/0!	-100.0%	-100.0%	-79.4%
	646	2,947			646	614						

*** YELLOWSTONE**

	2024 Passengers				2025 Passengers				% 2024 VS 2025			
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO-DATE
JAN												
FEB												
MAR												
APR												
MAY	832	1,068	1,900	1,900	-	-	-	-	-100.0%	-100.0%	-100.0%	-100.0%
JUN	1,898	2,154	4,052	5,952	-	-	-	-	-100.0%	-100.0%	-100.0%	-100.0%
JUL	2,339	2,283	4,622	10,574	-	-	-	-	-100.0%	-100.0%	-100.0%	-100.0%
AUG	2,208	2,295	4,503	15,077	-	-	-	-	-100.0%	-100.0%	-100.0%	-100.0%
SEP	1,763	1,734	3,497	18,574	-	-	-	-	-100.0%	-100.0%	-100.0%	-100.0%
OCT	444	356	800	19,374	-	-	-	-	-100.0%	-100.0%	-100.0%	-100.0%
NOV												
DEC												
	9,484	9,890			-	-						

* The Yellowstone Airport is a seasonal airport. May - October 2025