

Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, February 24, 2026
TIME: 1:30 p.m.
PLACE: Johnson Bell Board Room – Airport Terminal

- Chair to call the meeting to order
 - Advise the Public the meeting is being recorded
 - Roll Call
 - Seating of Alternate Commissioner if needed
 - Approval of the Agenda
- Public Comment
- Review and approve the minutes of the Regular Board meeting dated January 27, 2026 **Pg 3**
- Approval of Claims for Payment – Will Parnell **Pg 10**
- Financial Report – Will Parnell **Pg 14**
- Director's Report – Brian Ellestad **Pg 31**
- Legal Report – Juniper Davis
- Committee Updates

Business Development Committee: No Activity
Contract and Lease Committee: No Activity
Executive Committee: February 24, 2026
Facility and Operations Committee: No Activity
Finance Committee: January 21, 2026
General Aviation Committee: No Activity
Legislative Committee: No Activity
Marketing Committee: No Activity

Unfinished Business

New Business/Action Items

- Committee Assignments – Juniper Davis **Pg 33**
- Resolution No. 2025-06 Establishing Rates and Charges – Will Parnell **Pg 35**
- Resolution No. 2025-07 Terms and Conditions Governing Use by Commercial Air Service Providers of Missoula Montana Airport – Will Parnell **Pg 42**
- Rocky Mountain Transportation Off Airport Rental Car Agreement – Tim Damrow **Pg 64**

Information/Discussion Item(s)

- Next Board Meeting March 31, 2026, at 1:30 pm

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#](tel:+13322490710857565796) United States, New York City

Phone Conference ID: 857 565 796#

MISSOULA COUNTY AIRPORT AUTHORITY
Regular Board Meeting
January 27, 2026
1:30 pm, Johnson Bell Conference Room

THOSE PRESENT

BOARD: Chair Deb Poteet
Vice Chair Pat Boyle
Secretary/Treasurer Adriane Beck
Commissioner Matt Doucette
Commissioner Andrew Hagemeyer
Commissioner Shane Stack
Commissioner Jack Meyer
Alternate Commissioner Richard Huffman
Alternate Commissioner Chay Hughes

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
Field Maintenance Supervisor Jake Sol
HR Manager Nikki Munro
Federal Compliance Manager Jesse Johnson
IT Manager Dylan O'Leary

OTHERS: Gary Matson, Runway 25 Hangars
Shaun Shea, Morrison & Maierle
Julie Lacey (via Teams)
Ashley Osten, Baker Tilly (via Teams)

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

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

AGENDA

Chair Deb Poteet noted that the Minuteman Update would move to the end of the Agenda and that the agenda item for approval of the Rates and Charges will move to a later date.

Motion: Vice Chair Adriane Beck moved to approve the agenda as corrected.

Second: Commissioner Jack Meyers

Vote: Motion passed unanimously

ELECTION OF 2026 BOARD OFFICERS

Chair Deb Poteet proposed following the Succession Order for 2026 Board Offices. That succession order indicates that Vice Chair Pat Boyle would be considered for Chair, and that Secretary/Treasurer Adriane Beck would be considered for Vice-Chair. Chair Poteet also nominated Shane Stack to serve as the new Secretary/Treasurer. Chair Deb Poteet called for nominations from the floor. There were no nominations from the floor.

Chair Deb Poteet called for a vote to install Pat Boyle as Chair, Adriane Beck as Vice Chair, and Shane Stack as Secretary/Treasurer, effective immediately.

Vote: Motion passed unanimously.

PUBLIC COMMENT PERIOD

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

MINUTES

Chair Pat Boyle asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated December 23, 2025. There were none.

Motion: Commissioner Andrew Hagemeyer moved to approve the minutes of the Regular Board Meeting dated December 23, 2025.

Second: Vice Chair Adriane Beck

Vote: Motion Passed Unanimously

Chair Pat Boyle asked if anyone had questions, edits, or public comments regarding the minutes for the Finance Committee Meeting dated January 21, 2026. There were none.

Motion: Commissioner Jack Meyter moved to approve the minutes of the Regular Board Meeting dated January 21, 2026.

Second: Secretary/Treasurer Shane Stack

Vote: Motion Passed Unanimously

CLAIMS FOR PAYMENT

Director of Finance and Administration Will Parnell presented the Claims for Payment for December 2025. Starting with project expenses, in December 2025 the airport incurred approximately \$708,000 in project expenses. Of that amount, approximately \$586,000, or 83% of total project expenses, was or will be submitted to the FAA for reimbursement. The remaining project expenses will be paid with reserves and debt. Will also provided a summary of the general checking account notable non-recurring or significant payables during the period.

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

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

Second: Secretary/Treasurer Shane Stack

Vote: Motion Passed Unanimously

FINANCIAL REPORT

Director of Finance and Administration Will Parnell presented the Financial Report for the month of December 2025, which provides details on accounts receivable, budget performance, long-term debt, and construction-in-progress related to the East Concourse project. Will also summarized some accounting and finance items related to the PFC application, as well as letting the Board know that the Rates and Charges will come before the Board at a later date.

Chair Pat Boyle asked if there were any Board questions or public comments regarding the Financial Report. Staff confirmed that the heater repair was not due to storm damage but rather to the equipment's age.

Motion: Commissioner Deb Poteet moved to approve the Financial Report

Second: Commissioner Matt Doucett

Vote: Motion Passed Unanimously

DIRECTOR'S REPORT

Airport Director Brian Ellestad reported that December was a strong month for the airport, with passenger activity up 2.8%, bringing the full-year increase to 2.3%, or

roughly 1.44 million passengers. Within the industry, Alaska and Hawaiian Airlines have completed their merger under a single operating certificate, and Allegiant has announced plans to acquire Sun Country—an action expected to have a generally positive effect on the Missoula market.

Looking ahead to the summer season, United will restart Los Angeles–Missoula service in late May, adding an early-morning departure that will complement American's traditional afternoon L.A. flight and Allegiant's Orange County service. This will meaningfully expand L.A. connectivity.

On the facilities side, the first new restrooms in the terminal expansion are now open, and all upstairs gates are in service. Parking demand reached record levels over the holidays, particularly on Christmas Day, though the expanded economy lot provided sufficient capacity this year.

Operational updates included notice that, beginning February 1, TSA will charge a \$45 temporary clearance fee for passengers without a Real ID or passport, payable online at the checkpoint. Additionally, there is increasing concern about a potential federal government shutdown, which could again affect TSA staffing and pay.

Deputy Director Tim Damrow provided a progress update on airport terminal construction, which is primarily completed except for some final punch list items.

LEGAL UPDATE

The airport has issued an RFP for the former Visitor Information Center space, with responses due March 16; inquiries are directed to staff. Several agreement updates are expected to come before the Board in the coming months, including modifications to the airport's contracts with TNCs such as Uber and Lyft, as well as a likely amendment to the Dollar Car Rental agreement due to a change in ownership. Negotiations with the airport's union bargaining units are also ongoing, with finalized agreements anticipated later this year.

Staff provided an update on continued coordination with the City regarding its land-use planning efforts. Over the past year, the airport has advocated for land-use protections on property east of the airport to ensure compatible development, ideally light industrial or open space, given safety considerations and FAA guidance. Significant progress has been made: the City's updated land-use plan now expressly acknowledges airport hazard areas, and the draft Unified Development Code incorporates an Airport Hazard Overlay that is substantially improved from earlier iterations. While the overlay does not include all adjustments requested by the airport, particularly regarding an area to the southeast of the airport which is needed to protect against hazards for a future second runway, the current proposals represent

improvement over the versions first released. Some residential development will still be permitted within the overlay, which may contribute to future noise concerns, but staff expressed satisfaction that City Council and staff have incorporated many of the airport's recommendations. Further advocacy will continue as needed in future planning phases.

COMMITTEE UPDATES

Chair Pat Boyle notified the Board that there was an Executive Committee meeting on January 27, 2026, to discuss the Board agenda and packet and a Finance Committee meeting on January 21, 2026, with the minutes included in the Board packet

NEW BUSINESS

Audited Financial Statements

Director of Finance and Administration Will Parnell presented Fiscal Year 2025 Financial Statements which were included in the Board packet. Will explained that the Missoula County Airport Authority is required to undergo an annual single audit conducted by an independent auditor approved by the State of Montana and that the single audit covers both the airport's financial statements and its compliance with federal grant requirements. Will then turned the presentation over to Ashley Osten from Baker Tilly to present the audit in more detail.

Ashley presented the results of the FY 2025 audit and confirmed that the airport received clean, unmodified opinions across all required reports. This included the independent auditor's opinion on the financial statements, the report on internal control and compliance under Government Auditing Standards, the single audit for the Airport Improvement Program, and the separate compliance report for the Passenger Facility Charge (PFC) program. No control findings, no compliance findings, and no audit adjustments were identified, indicating that the airport's financial reporting is accurate and that federal grant requirements were met.

Ashley explained that the audit was conducted in accordance with the plan previously communicated, with issuance delayed slightly due to the late release of federal compliance guidance and delays in receiving OPEB information. The airport adopted one new accounting standard during the year (GASB 102), which affected disclosures only. All significant accounting estimates were reviewed and deemed reasonable, and several key financial statement notes were highlighted as especially important for users.

The auditor reported no difficulties during the audit, no disagreements with management, no uncorrected misstatements, no concerns regarding fraud or noncompliance, and no issues involving management seeking alternative audit

opinions. Finally, Ashley provided a brief update on upcoming accounting standards, including GASB 103 and 104, which will affect presentation and certain disclosures in future years.

Chair Pat Boyle asked if there were any additional Board questions or public comments regarding the audited financial statements. There were no questions or comments.

Motion: Commissioner Jack Meyer moved to approve the annual audit report for fiscal year 2025.

Second: Commissioner Matt Doucette

Vote: Motion Passed Unanimously

American Airlines Amendment to Airport Handling Services

The Missoula Montana Airport is one of only a few airports nationwide that provides its own ground-handling services, currently serving Allegiant, American, and Sun Country. The Airport has handled American Airlines flights since 2018, with the last rate adjustment occurring in 2022. Following a review of market conditions, the Airport is proposing to increase its ground-handling rates for American from \$495 to \$580 per turn for regional aircraft and from \$695 to \$773 per turn for mainline aircraft. These increases bring MSO's rates closer to market levels while maintaining the operational and customer-service benefits of in-house ground handling. To implement the updated rates and extend American's ground-handling agreement through June 30, 2027, an amendment to the existing contract is required, with the new rates proposed to take effect February 1.

Chair Pat Boyle asked if there were any additional Board questions or public comments regarding the American Airline amendment. There were no questions or comments.

Motion: Commissioner Jack Meyer moved to approve the American Airline Ground Handling Agreement Amendment #3 as presented.

Second: Commissioner Deb Poteet

Vote: Motion Passed Unanimously

Minuteman Aviation Update

Airport Director Brian Ellestad explained that Minuteman Aviation has completed engineering and architectural plans for the construction of a new maintenance hangar on the western side of the Airport. Minuteman has shared the plans with the Airport

for review, and will soon be submitting the plans to the City for their review. Minuteman hopes to break ground in May, but it is unclear if that timeline will be met and how long construction will take place. Brian further explained that the area to the east of the Airport is needed for future parking expansion, which is what precipitated the need to remove the Minuteman Aviation maintenance hangar from the east side. Brian clarified on some questions that were asked regarding parking capacities and indicated that with the expansion area, the Airport should be well situated for the foreseeable near future.

Chair Pat Boyle asked if there were any additional Board questions or public comments regarding the update. There were no questions or comments.

Chair Pat Boyle noted that the next Board meeting will be held on February 24, 2026, at 1:30 p.m.

Meeting Adjourned.

DRAFT

Missoula County Airport Authority
Check Register by Account Name
01/01/2026 - 01/31/2026

Account Name	Total
AIP 93 East Concourse	\$ 218.00
Airfield Maintenance	34.99
Badging Expenses	906.08
Building General R&M	1,631.95
Construction in Progress	26,945.05
Contracted Maintenance	395.13
Custodial Services	44,650.00
Custodial Supplies	978.42
Disposal Expense	279.98
Electricity/Gas Expense	43,626.43
Landside Maintenance	455.00
Legal Services	1,971.50
Marketing	12,175.00
Marketing – 2024 SCASD	18,122.95
Meals & PR	165.00
Memberships	753.00
Office Supplies	373.92
Petroleum Products Expense	3,596.38
Phone Charges	960.36
Plumbing Expense	3.90
Public Relations	500.00
Rent Car R&M	1,939.57
Rental Car Fuel	11,799.61
Safety Supplies/Equipment	33.96
Sewer Expense	3,619.82
Snow & Ice Removal	3,740.28
Staff Engagement	205.00
TPA – EE benefits and Payroll	5,115.01
Travel Expense	3,508.83
Uniform Expense	1,813.14
USFS Hangar R&M	3,654.21
Vehicle R&M	5,663.98
Water Expense	4,444.38
Grand Total	\$ 204,280.83

Missoula County Airport Authority
 Check Register by Vendor Name
 01/01/2026 - 01/31/2026

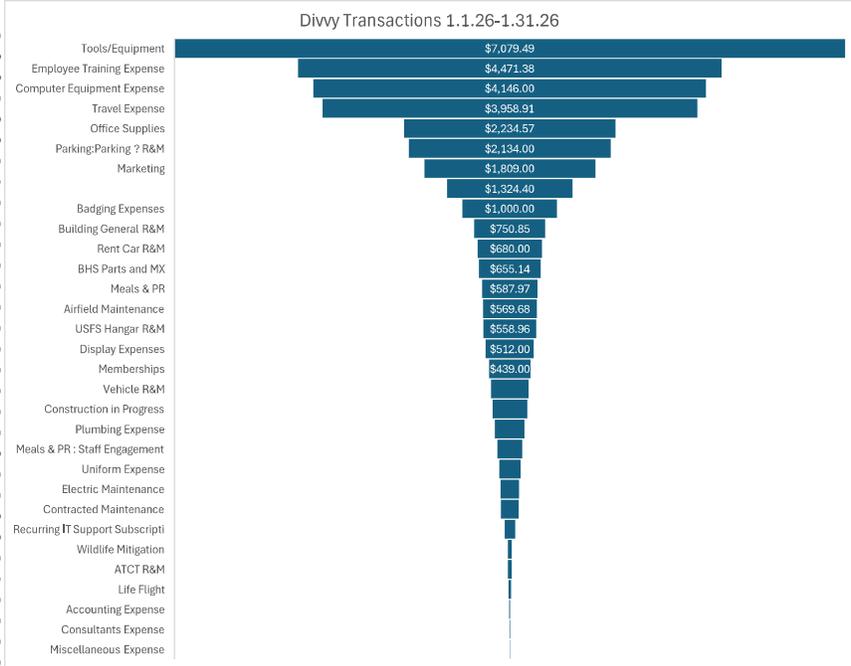
Vendor Name	Total
A & I Distributors	\$ 726.00
AAAE	650.00
AILEVON PACIFIC AVIATION CONSULTING, LLC	3,250.00
ANDREA HARSELL	400.00
BIG BEAR SIGN CO	2,333.00
CHS MOUNTAIN WEST CO-OP	14,522.19
City of Missoula	8,064.20
COOK, KAEDON	173.00
Corporate Traditions, INC.	205.00
CULLIGAN	166.00
CURTIS	503.16
DAVIS, JUNIPER	426.39
DEVLIN, RYAN	103.00
Eastgate Rental & Party	167.95
ENERGISYSTEMS	230.63
FRITZ, KATHI	316.00
GELDERSMA, AUGUSTUS	173.00
GRAINGER	629.15
GRANITE TECHNOLOGY SOLUTIONS	960.36
GRIZZLY DISPOSAL	279.98
HILLYARD INC	978.42
HOTSY	1,646.74
HydroSolutions Inc.	163.00
Ink Shed Merch	872.00
INTEGRATED SECURITY SOLUTIONS, INC	20,242.27
IRIS COMPANIES	906.08
KIMBALL MIDWEST	1,567.72
KONE	3,200.00
METALWORKS	1,002.80
Missoula Downtown Association	165.00
MISSOULA EXCHANGE CLUB	500.00
MISSOULA TEXTILE, INC	395.13
MORRISON MAIERLE	6,314.34
MOUNTAIN SUPPLY	66.10
MURDOCHS	654.73
NAPA	1,785.34
NORTHWESTERN ENERGY	43,626.43
OFFICE SOLUTIONS & SERVICES	133.72
Parsons Behle & Latimer	1,808.50
Placer Labs, Inc	8,925.00
PLATT ELECTRIC	842.65

Missoula County Airport Authority
Check Register by Vendor Name
01/01/2026 - 01/31/2026

QUOTIENT GROUP	17,555.00
RISING FAST v	42,950.00
SHAFFER, JUSTIN	2,247.44
TEAR IT UP	74.20
UKG	5,115.01
WE DUST	3,740.28
WESTERN STATES EQUIP	650.92
WILTSE	173.00
Z WATER SOLUTIONS LLC	1,700.00

Grand Total	\$ 204,280.83
--------------------	----------------------

Category name	Total	Percent of spend
Tools/Equipment	\$7,079.49	20.15%
Employee Training Expense	\$4,471.38	12.73%
Computer Equipment Expense	\$4,146.00	11.80%
Travel Expense	\$3,958.91	11.27%
Office Supplies	\$2,234.57	6.36%
Parking: Parking ? R&M	\$2,134.00	6.08%
Marketing	\$1,809.00	5.15%
	\$1,324.40	3.77%
Badging Expenses	\$1,000.00	2.85%
Building General R&M	\$750.85	2.14%
Rent Car R&M	\$680.00	1.94%
BHS Parts and MX	\$655.14	1.87%
Meals & PR	\$587.97	1.67%
Airfield Maintenance	\$569.68	1.62%
USFS Hangar R&M	\$558.96	1.59%
Display Expenses	\$512.00	1.46%
Memberships	\$439.00	1.25%
Vehicle R&M	\$400.00	1.14%
Construction in Progress	\$367.00	1.05%
Plumbing Expense	\$314.47	0.90%
Meals & PR : Staff Engagement	\$265.00	0.75%
Uniform Expense	\$228.85	0.65%
Electric Maintenance	\$197.16	0.56%
Contracted Maintenance	\$193.87	0.55%
Recurring IT Support Subscripti	\$113.65	0.32%
Wildlife Mitigation	\$42.98	0.12%
ATCT R&M	\$39.99	0.11%
Life Flight	\$31.25	0.09%
Accounting Expense	\$12.90	0.04%
Consultants Expense	\$8.40	0.02%
Miscellaneous Expense	\$3.50	0.01%



***Employee Training Expense Breakdown**

- 2026 Legal Affairs Conference
- SnoPro Conference
- AAAE Snow Academy
- 2026 MT SHRM Conference
- Core Training

Uncategorized amount of \$1,324.40 is for one charge that was disputed due to being fraudulent

Missoula County Airport Authority (MCAA)

Financial Report Narrative

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

Balance Sheet

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

	Amount	A/R Aging				
		Current	1 - 30	31 - 60	61 - 90	>91
Trade, Advertising, and Ground Handling	\$ 1,311,440	65%	10%	7%	3%	16%
Grants	2,854,235	60%	0%	6%	31%	3%
Advance Contract Refund	48,421				N/A	
	<u>\$ 4,214,096</u>					

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

	Balance July 1, 2025	Additions	Balance January 31, 2026
Construction in progress, east concourse:			
Phase 2	50,527,612	2,608,704	53,136,316
Phase 3	<u>5,734,921</u>	<u>3,298,962</u>	<u>9,033,883</u>
Total construction in progress east concourse	<u>56,262,533</u>	<u>5,907,666</u>	<u>62,170,199</u>
			Less related debt, series 2022 <u>(29,999,780)</u>
			Net investment in capital asset <u>\$ 32,170,419</u>

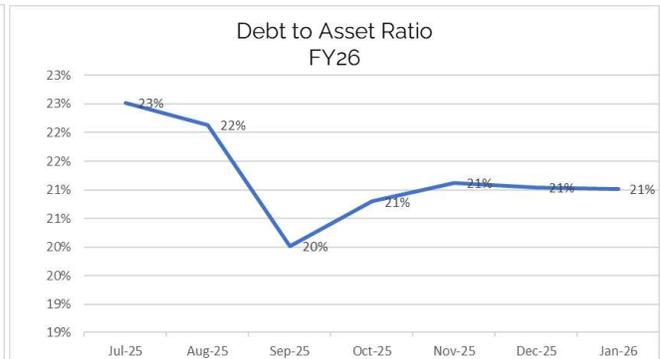
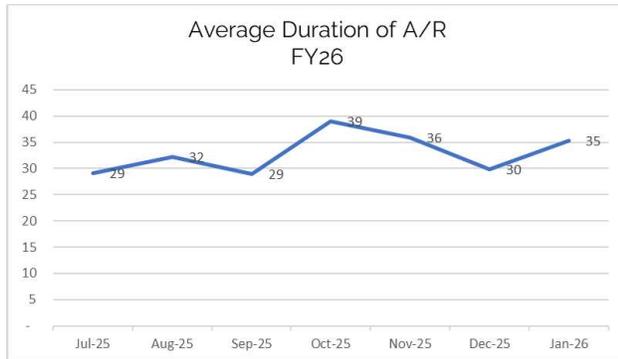
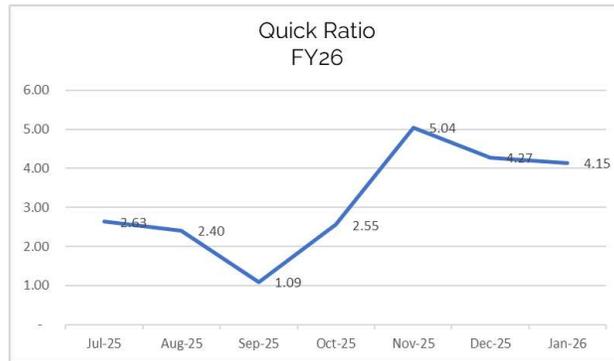
Cash Flow

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

Long-term Debt

MCAA paid approximately \$142K in principal during the month of January 2026.

**Financial Ratios
Fiscal Year 2026**



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.

Balance Sheet Previous Year Comparison

Missoula County Airport Authority
As of January 31, 2026

Distribution account	TOTAL	
	As of January 31, 2026	As of January 31, 2025 (PY)
Assets		
Current Assets		
Bank Accounts		
10100 Petty Cash	300.00	300.00
10500 General Checking Acct	1,763,758.56	3,211,083.50
10511 Project Checking Acct	10,000.00	5,000.00
10550 USFS Account	160,588.90	160,444.49
10560 Debt Service Account	332.10	331.86
10580 CFC Account	322,218.07	321,928.27
10590 STIP Terminal Reserve	27,011.21	25,868.73
10600 STIP	980,832.87	939,346.69
10604 Money Market Accounts	\$8,804,762.36	\$2,965,068.19
10700 Payroll Checking	317,219.39	320,926.22
10710 Flex - FIB	5,052.84	8,525.45
1071 Bill.com Money In Clearing	3,090.30	3,577.38
1072 Bill.com Money Out Clearing	-6,573.49	-5,175.30
10750 PFC Cash at US BANK	2,270,180.12	1,652,557.49
Total for Bank Accounts	\$14,658,773.23	\$9,609,782.97
Accounts Receivable	\$4,214,096.39	\$3,521,682.46
Other Current Assets		
10900 AvSec Fingerprinting Account	1,767.25	1,497.75
11300 Projects Rec'ble	12,742.92	0.00
11500 Pre-Paid Expenses	119,353.79	103,819.80
11600 Prepaid Insurance	165,948.06	117,967.78
11810 ST Lease Recble GASB 87	213,875.48	1,590,049.01
11820 Interest Recble GASB 87	3,071.44	9,696.62

Balance Sheet Previous Year Comparison

Missoula County Airport Authority
As of January 31, 2026

Distribution account	TOTAL	
	As of January 31, 2026	As of January 31, 2025 (PY)
26200 Faber Loan	100,000.00	100,000.00
Total for Other Current Assets	\$616,758.94	\$1,923,030.96
Total for Current Assets	\$19,489,628.56	\$15,054,496.39
Fixed Assets		
13000 Land	11,617,234.48	11,617,234.48
13100 Land Improvements	18,040,105.37	16,368,644.98
13200 Buildings- Terminal	69,087,568.09	69,087,568.09
13300 Buildings- Ops & Fire	6,661,600.73	6,661,600.73
13450 Buildings - Other	11,664,162.96	11,643,143.81
13500 Runways/Taxiways/Apron	80,361,231.98	80,361,231.98
13600 Lighting/ Security System	4,002,233.31	4,002,233.31
13700 Sewage System	298,102.06	298,102.06
13900 ATCT	6,539,372.76	6,513,529.80
14000 Equipment	4,461,240.84	4,315,792.73
14100 Furniture & Fixtures	1,591,801.03	1,591,801.03
14300 Vehicles	10,484,815.28	7,733,764.08
14400 Studies	1,925,406.96	1,925,406.96
14500 Allowance for Depreciation	-116,248,629.64	-107,682,684.75
19400 Construction in Progress	\$83,179,078.62	\$50,751,059.08
Total for Fixed Assets	\$193,665,324.83	\$165,188,428.37
Other Assets		
11830 LT Lease Recble GASB 87	1,001,493.05	737,143.17
19610 Deferred Pension Outflows	\$779,116.27	\$978,352.15
19800 LT Loan - Faber	102,076.89	516,473.13
19901 GASB 96 Subscription Asset(s)	\$299,661.15	\$367,183.34
Total for Other Assets	\$2,182,347.36	\$2,599,151.79

Balance Sheet Previous Year Comparison

Missoula County Airport Authority
As of January 31, 2026

	TOTAL	
	As of January 31, 2026	As of January 31, 2025 (PY)
Total for Assets	\$215,337,300.75	\$182,842,076.55
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable		
20500 Accounts Payable	1,851,165.28	591,758.18
20505 Accounts Payable- Projects	0.00	4,232,387.57
Total for Accounts Payable	\$1,851,165.28	\$4,824,145.75
Credit Cards	\$9,607.60	\$18,948.69
Other Current Liabilities		
20800 Current Portion of L/T Debt	565,472.93	548,541.91
20805 GASB 96 Short-term Subscription	80,567.12	70,730.08
20810 GASB 96 Accrued Interest Liab.	1,981.11	6,226.79
20900 Fed W/h Payable - Parent Account	\$166.06	\$341.30
21130 Misc Deductions Payable	-\$184.32	-\$184.32
21300 Valic Payable	-100.00	-100.00
21400 Workers' Comp Payable	3,162.38	0.01
21600 Accrued Vacation/Sick Payable	780,362.72	709,202.72
21930 FSB Notes Interest Payable	139,484.42	96,999.64
22140 Advertising Deferred Revenue	26,386.69	12,500.00
24000 Payroll Liabilities	\$77,849.27	\$6,157.72
Total for Other Current Liabilities	\$1,675,148.38	\$1,450,415.85
Total for Current Liabilities	\$3,535,921.26	\$6,293,510.29

Balance Sheet Previous Year Comparison

Missoula County Airport Authority
As of January 31, 2026

Distribution account	TOTAL	
	As of January 31, 2026	As of January 31, 2025 (PY)
Long-term Liabilities		
20502 2022 Note	29,999,779.74	15,181,279.74
25030 2019 Note A	13,316,800.00	13,316,800.00
25035 2019 Note B	1,946,848.89	2,507,928.20
25600 Current Portion L/T Debt 2019B	-565,472.93	-548,541.91
25805 A/P Retainage Long-Term	255,437.91	1,619,932.50
25809 GASB 96 Long-term Subscription	67,436.80	117,908.80
26010 Pension Liability sum	\$4,174,981.00	\$4,406,660.00
26110 Deferred Pension Inflows	\$279,184.00	\$199,506.00
26300 Dererred Lease Inflow GASB 87	1,137,376.30	2,125,301.62
Total for Long-term Liabilities	\$50,612,371.71	\$38,926,774.95
Total for Liabilities	\$54,148,292.97	\$45,220,285.24
Equity	\$161,189,007.78	\$137,621,791.31
Total for Liabilities and Equity	\$215,337,300.75	\$182,842,076.55

Profit & Loss YTD Comparison

Missoula County Airport Authority
January 2026

Distribution account	TOTAL	
	Jan 1 - Jan 31 2026	Jan 1 - Jan 31 2025 (PY)
Income		
30100 Signatory Landing Fees	65,995.30	49,837.09
30200 Non Sig Landing Fees	5,775.87	11,260.84
30210 Cargo Landing Fees	4,318.23	5,716.87
30300 Non-Based Landing Fees	13,188.00	7,384.92
30400 Signatory Rent	62,803.14	41,875.63
30420 Non-Sig Use Fees	8,348.50	14,795.00
30430 Signatory Use Fee	65,843.40	56,010.10
30500 Equipment/Space/Services	150.00	400.00
30507 Advertising Income	27,996.33	28,818.00
30509 Ground Handling	112,423.50	127,271.60
30600 FBO Rentals	24,981.80	22,291.17
30800 Fuel Flowage Fees	4,908.20	5,041.30
30900 Fuel Farm Leases	\$464.19	\$379.67
30901 Self Fueling	361.94	
Total for 30900 Fuel Farm Leases	\$826.13	\$379.67
31000 Coffee Concession	770.23	873.31
31100 Restaurant	14,267.15	14,309.07
31110 Liquor Concessions	8,921.62	9,394.48
31300 Rental Car %	73,517.43	71,993.34
31400 Rent Car Rent	47,281.27	15,179.80
31600 Rent Car Fuel	14,633.13	16,387.70
31900 USFS Hangar Rent	28,333.33	20,826.51
32100 Gift Shop Faber	17,816.30	17,401.97
32300 Terminal Rent		
32301 Airport Suite	833.33	
32302 Transportation Security	14,175.21	

Profit & Loss YTD Comparison

Missoula County Airport Authority
January 2026

Distribution account	TOTAL	
	Jan 1 - Jan 31 2026	Jan 1 - Jan 31 2025 (PY)
Total for 32300 Terminal Rent	\$15,008.54	
32400 Parking Lot	405,167.00	386,019.00
32700 Airport-Owned Commercial Bldg	13,500.00	
32800 Ag Land Leases	2,247.50	2,996.67
32900 Non-Aeronautical Ground Rent	11,390.16	40,272.22
32910 Aeronautical Ground Rent	16,484.40	11,069.50
33000 Vending	3,444.08	2,149.44
33800 Off Airport Rent Cars	1,150.05	412.39
34000 Utilities Reimbursement	3,162.02	3,051.56
34200 Miscellaneous Income	\$1,840.00	\$3,328.92
34300 Ground Transport	3,643.00	8,028.85
81403 TSA Checkpoint OTA	1,231.66	1,231.66
85100 Badging Fees Collected	180.00	40.00
42700 Drain Pumping Fee		260.00
85000 Petro Fund Reimbursement		218.66
Total for Income	\$1,081,547.27	\$996,527.24
Gross Profit	\$1,081,547.27	\$996,527.24
Expenses		
32401 Parking Management Fee	7,666.67	8,583.33
32402 Parking Hourly Wages	26,433.00	29,445.00
32403 Parking Credit Card Processing	11,823.81	11,052.48
32404 Parking Adjustments	-375.00	-375.00
40100 Wages	375,079.55	357,585.05
40330 Overtime Wages	3,086.48	10,481.60
40600 Fringe Benefits Expense	\$130,474.81	\$125,866.89
40800 Legal Services	920.05	131.00

Profit & Loss YTD Comparison

Missoula County Airport Authority
January 2026

Distribution account	TOTAL	
	Jan 1 - Jan 31 2026	Jan 1 - Jan 31 2025 (PY)
41200 Insurance Expense	33,189.61	23,593.55
41300 Accounting Expense	1,090.66	3,831.20
41400 Phone Charges	3,639.82	3,476.71
41800 Communication R&M	485.00	2,413.84
42000 Office Supplies	\$2,528.00	\$2,627.42
42100 Computer Equipment Expense	44.00	859.59
42200 Electricity/Gas Expense	56,104.63	56,458.30
42400 Water Expense	4,609.85	4,869.06
42500 Sewer Expense	2,466.54	2,919.88
42600 Disposal Expense	2,860.48	3,221.08
43000 Petroleum Products Expense	5,356.22	13,906.15
43400 Vehicle R&M	2,327.95	10,864.92
43800 Tools/Equipment	7,951.16	1,953.95
44100 Custodial Services	45,950.00	38,461.00
44200 Contracted Maintenance	7,937.42	14,214.16
44302 Jet Bridge R&M	1,838.72	93.47
44400 Electric Maintenance	266.13	834.12
44600 Plumbing Expense	2,123.59	78.78
45000 Building General R&M	3,810.52	5,687.59
45104 Rent Car R&M	2,197.94	3,221.00
45105 ATCT R&M	474.99	150.34
45106 USFS Hangar R&M	558.96	
45107 BHS Parts and MX	12,762.21	9,034.93
45203 Airfield Maintenance	14,564.68	-1,041.41
45400 Landside Maintenance	2,635.44	808.00
45600 Airfield Lighting R&M	152.10	
45800 Snow & Ice Removal	5,610.50	68,805.43

Profit & Loss YTD Comparison

Missoula County Airport Authority
January 2026

Distribution account	TOTAL	
	Jan 1 - Jan 31 2026	Jan 1 - Jan 31 2025 (PY)
46000 Custodial Supplies	10,533.45	5,332.26
46400 Uniform Expense	2,005.36	1,786.96
46600 Employee Training Expense	5,321.38	922.75
46800 Travel Expense	7,533.74	7,828.87
47000 Memberships	2,245.65	2,985.69
47303 Wildlife Mitigation	42.98	
47400 Meals & PR	\$723.57	\$1,628.37
47402 Staff Engagement	625.00	
Total for 47400 Meals & PR	\$1,348.57	\$1,628.37
47501 Marketing	\$19,432.17	\$23,537.56
47502 Marketing ? 2024 SCASD	5,375.00	
Total for 47501 Marketing	\$24,807.17	\$23,537.56
47600 Consultants Expense	8.40	302.20
47605 Landing Fee Commission Expense	2,637.60	1,476.98
47707 Display Expenses	512.00	
49204 Employee Screening	4,960.00	4,520.00
49206 On-demand IT Support	3,007.50	2,158.67
49207 Recurring IT Support Subscripti	2,751.21	1,000.72
49208 Rental Car Fuel	13,322.63	15,316.26
49209 ISS CCURE/accesscontrol/camera	16,321.52	
49300 Parking		\$2.00
49303 Parking ? R&M	2,134.00	
Total for 49300 Parking	\$2,134.00	\$2.00
49600 Flight Ice	577.50	
80600 Miscellaneous Expense	3.50	

Profit & Loss YTD Comparison

Missoula County Airport Authority
January 2026

Distribution account	TOTAL	
	Jan 1 - Jan 31 2026	Jan 1 - Jan 31 2025 (PY)
80611 BANK Charges	99.64	-270.23
80625 TPA ? EE benefits and Payroll	935.00	880.00
80650 Finance Charges	253.89	411.87
89615 SCASD IN-KIND CONTRIBUTIONS		
89616 IN-KIND USE FEE	3,059.70	
89617 IN-KIND LANDING FEE	3,601.68	
Total for 89615 SCASD IN-KIND CONTRIBUTIONS	\$6,661.38	
42800 Disposal-Industrial		-283.81
44800 Mechanical/Supplies		1,638.81
47200 Safety Supplies/Equipment		544.69
49200 Petro Cleanup (MT Petro Board)		218.66
49202 Badging Expenses		978.34
49203 Badging / Compliance Contracts		575.00
49205 Annual IT Support Subscriptions		4,535.82
Total for Expenses	\$886,670.56	\$892,141.85
Net Operating Income	\$194,876.71	\$104,385.39
Other Income		
31500 CFCs	60,625.00	49,440.00
70200 Interest Income-Unrestricted	21,073.31	10,085.25
70300 PFC Interest Income	20.56	
89010 Federal Programs		
89000 Airport Improvement Grants	1,163,639.75	1,635,666.95
89500 PFC Contributions	131,453.92	127,984.76

Profit & Loss YTD Comparison

Missoula County Airport Authority
January 2026

Distribution account	TOTAL	
	Jan 1 - Jan 31 2026	Jan 1 - Jan 31 2025 (PY)
Total for 89010 Federal Programs	\$1,295,093.67	\$1,763,651.71
70400 Project Restricted Interest		40.08
Total for Other Income	\$1,376,812.54	\$1,823,217.04
Other Expenses		
80140 Note 2019A Interest Expense	43,562.35	43,562.35
80145 Note 2019 B Interest Expense	4,881.49	6,289.06
80150 Note 2022 Interest Expense	95,424.02	51,600.00
80300 Depreciation	690,325.63	682,596.73
Total for Other Expenses	\$834,193.49	\$784,048.14
Net Other Income	\$542,619.05	\$1,039,168.90
Net Income	\$737,495.76	\$1,143,554.29

Expenses

32401 Parking Management Fee	53,666.69			-53,666.69	
32402 Parking Hourly Wages	209,124.99			-209,124.99	
32403 Parking Credit Card Processing	85,309.72			-85,309.72	
32404 Parking Adjustments	-2,625.00			2,625.00	
40100 Wages	2,650,372.58	2,736,033.74	96.87%	85,661.16	3.13%
40330 Overtime Wages	45,597.61	41,188.78	110.70%	-4,408.83	-10.70%
40600 Fringe Benefits Expense	-35,079.23			35,079.23	
Total for 40600 Fringe Benefits Expense	962,654.08	1,049,425.73	91.73%	86,771.65	8.27%
40800 Legal Services	10,454.95	12,326.69	84.82%	1,871.74	15.18%
41200 Insurance Expense	229,555.94	177,141.62	129.59%	-52,414.32	-29.59%
41300 Accounting Expense	84,948.66	100,932.65	84.16%	15,983.99	15.84%
41400 Phone Charges	30,299.70	31,366.83	96.60%	1,067.13	3.40%
41800 Communication R&M	3,800.92	18,589.83	20.45%	14,788.91	79.55%
42000 Office Supplies	14,903.64	24,048.81	61.97%	9,146.17	38.03%
Total for 42000 Office Supplies	15,411.79	24,048.81	64.08%	8,638.02	35.92%
42100 Computer Equipment Expense	16,969.50	40,251.40	42.16%	23,281.90	57.84%
42200 Electricity/Gas Expense	328,289.27	428,977.27	76.53%	100,688.00	23.47%
42400 Water Expense	42,709.44	50,277.77	84.95%	7,568.33	15.05%
42500 Sewer Expense	26,185.83	30,374.27	86.21%	4,188.44	13.79%
42600 Disposal Expense	18,560.57	25,408.60	73.05%	6,848.03	26.95%
42800 Disposal-Industrial	2,026.02	1,077.22	188.08%	-948.80	-88.08%
43000 Petroleum Products Expense	43,683.56	51,610.66	84.64%	7,927.10	15.36%
43400 Vehicle R&M	39,265.73	50,865.33	77.20%	11,599.60	22.80%
43600 Equipment Rental	493.35	214.59	229.90%	-278.76	-129.90%
43800 Tools/Equipment	60,636.71	59,854.79	101.31%	-781.92	-1.31%
44100 Custodial Services	322,445.00	326,506.33	98.76%	4,061.33	1.24%
44200 Contracted Maintenance	129,602.36	101,196.35	128.07%	-28,406.01	-28.07%
44302 Jet Bridge R&M	20,887.57	1,132.25	1,844.78%	-19,755.32	-1,744.78%
44400 Electric Maintenance	1,953.49	11,309.52	17.27%	9,356.03	82.73%
44600 Plumbing Expense	3,815.39	6,093.96	62.61%	2,278.57	37.39%
44800 Mechanical/Supplies	6,486.58	4,228.31	153.41%	-2,258.27	-53.41%
45000 Bulking General R&M	24,132.12	6,950.76	347.19%	-17,181.36	-247.19%
45104 Rent Car R&M	26,062.25	12,180.29	213.97%	-13,881.96	-113.97%
45105 ATCT R&M	12,417.54	1,140.15	1,089.11%	-11,277.39	-989.11%
45106 USFS Hangar R&M	8,343.33	593.05	1,406.85%	-7,750.28	-1,306.85%
45107 BHS Parts and MX	47,553.03	49,989.78	95.13%	2,436.75	4.87%
45108 QTA Spare Parts	32,472.18	32,000.00	101.48%	-472.18	-1.48%
45203 Airfield Maintenance	19,025.80	6,510.31	292.24%	-12,515.49	-192.24%
45400 Landside Maintenance	65,275.50	7,195.77	907.14%	-58,079.73	-807.14%
45600 Airfield Lighting R&M	1,529.71	2,215.06	69.06%	685.35	30.94%
45703 Fog Abatement	506.92	3,240.00	15.65%	2,733.08	84.35%
45800 Snow & Ice Removal	112,643.24	178,063.29	63.26%	65,420.05	36.74%
46000 Custodial Supplies	56,147.12	47,272.28	118.77%	-8,874.84	-18.77%
46400 Uniform Expense	18,099.45	52,514.12	34.47%	34,414.67	65.53%
46600 Employee Training Expense	16,314.44	46,411.18	35.15%	30,096.74	64.85%
46800 Travel Expense	34,439.44	74,665.94	46.12%	40,226.50	53.88%
47000 Memberships	33,182.11	44,624.79	74.36%	11,442.68	25.64%
47200 Safety Supplies/Equipment	11,084.63	17,756.97	62.42%	6,672.34	37.58%
47303 Wildlife Mitigation	352.54	8,000.00	4.41%	7,647.46	95.59%
47400 Meals & PR	10,910.59	15,949.21	68.41%	5,038.62	31.59%
Total for 47400 Meals & PR	22,514.56	34,849.21	64.61%	12,334.65	35.39%
47501 Marketing	114,151.12	105,406.43	108.30%	-8,744.69	-8.30%
Total for 47501 Marketing	146,491.50	105,406.43	140.88%	-43,085.07	-40.88%
47600 Consultants Expense	1,613.55	4,984.73	32.37%	3,371.18	67.63%
47605 Landing Fee Commission Expense	40,546.93	26,600.00	152.43%	-13,946.93	-52.43%
47707 Display Expenses	684.89	1,458.35	46.96%	773.46	53.04%
49100 Fingerprint/STA Charges	-275.00			275.00	
49202 Badging Expenses	8,394.15	3,500.00	239.83%	-4,894.15	-139.83%
49203 Badging / Compliance Contracts	7,245.00	12,541.65	57.77%	5,296.65	42.23%
49204 Employee Screening	34,400.00	19,450.74	176.86%	-14,949.26	-76.86%
49205 Annual IT Support Subscriptions	57,234.43	24,703.24	231.69%	-32,531.19	-131.69%
49206 On-demand IT Support	13,655.33	39,933.12	34.20%	26,277.79	65.80%
49207 Recurring IT Support Subscripti	18,089.99	19,396.87	93.26%	1,306.88	6.74%
49208 Rental Car Fuel	290,503.46	254,921.21	113.96%	-35,582.25	-13.96%
49209 ISS CCURE/accesscontrol/camera	142,365.50	32,130.00	443.09%	-110,235.50	-343.09%
49300 Parking	10.50			-10.50	
Total for 49300 Parking	2,144.50	1,941.50	110.46%	-203.00	-10.46%
49600 Flight Ice	4,227.50	3,600.00	117.43%	-627.50	-17.43%
80600 Miscellaneous Expense	6.98	600.00	1.16%	593.02	98.84%
80611 BANK Charges	3,258.71			-3,258.71	
80625 TPA ? EE benefits and Payroll	17,269.42	19,600.98	88.10%	2,331.56	11.90%
80650 Finance Charges	2,067.03			-2,067.03	
80810 Bad Debt - non based	2,232.12			-2,232.12	
80900 SCADG Expense	625.97			-625.97	
89610 Misc. - ATCT	7,348.96			-7,348.96	
89615 SCASD IN-KIND CONTRIBUTIONS				-10,096.05	
Total for 89615 SCASD IN-KIND CONTRIBUTIONS	10,096.05			-10,096.05	
44000 Landscaping Expense		5,221.38	0.00%	5,221.38	100.00%
47717 VIC Expenses		875.00	0.00%	875.00	100.00%
Total for Expenses	6,796,905.88	6,583,472.45	103.24%	-213,433.43	-3.24%
Net Operating Income	2,815,457.23	2,798,719.66	100.60%	-16,737.57	-0.60%

MISSOULA COUNTY AIRPORT AUTHORITY
OPERATING REVENUES & OPERATING EXPENSES
For the Period Ended January 31, 2026 and 2025

	July - Jan 26	July - Jan 25	\$ DIFF.	% DIFF.	July - Jan 26 % of Gross	July - Jan 25 % of Gross	Change
Passenger Airline Aeronautical Revenue:							
Passenger airline landing fees (signatory & non-signatory), net air incentives	\$ 630,453	\$ 580,259	\$ 50,194	9%	7%	6%	0%
Terminal arrival fees, rents, net air incentives	1,141,937	1,017,353	124,584	12%	12%	11%	1%
Total	1,772,390	1,597,612	174,778	11%	18%	17%	1%
Non-Passenger Aeronautical Revenue:							
Landing Fees from Cargo	29,565	41,658	(12,093)	-29%	0%	0%	0%
Landing Fees GA, Military & USFS	258,382	167,743	90,639	54%	3%	2%	1%
FBO revenue; contract or sponsor-operated	176,871	158,696	18,175	11%	2%	2%	0%
Cargo and hangar rentals (USFS hanger & aeronautical ground rent)	269,651	221,344	48,307	22%	3%	2%	0%
Fuel sales and fuel flowage fees	66,835	57,408	9,426	16%	1%	1%	0%
Security Reimbursements from Fed govt.	8,622	8,622	-	0%	0%	0%	0%
Other non-passenger operating revenue (ground handling)	753,223	618,358	134,865	22%	8%	7%	1%
Total	1,563,148	1,273,829	289,319	23%	16%	14%	2%
Non-Aeronautical Revenue:							
Land and non-terminal facility leases and revenues (ag lease & non-aeronautical ground rent)	216,472	246,760	(30,288)	-12%	2%	3%	0%
Terminal-food and beverage	247,943	230,761	17,182	7%	3%	3%	0%
Terminal-retail stores & duty free	209,738	213,077	(3,339)	-2%	2%	2%	0%
Terminal-services and other (advertising, vending, other)	186,673	163,966	22,707	14%	2%	2%	0%
Rental cars-excludes customer facility charges	2,262,686	2,211,195	51,491	2%	24%	24%	-1%
Parking	2,948,384	2,899,556	48,828	2%	31%	32%	-1%
Other (flight crew parking, badging, utilities reimbursement, other)	82,757	184,620	(101,863)	-55%	1%	2%	-1%
Ground transportation	122,173	117,596	4,577	4%	1%	1%	0%
Total	6,276,825	6,267,531	9,295	0%	65%	69%	-3%
Total Operating Revenue	\$ 9,612,363.11	\$ 9,138,971	\$ 473,392	5%	100%	100%	
Operating Expenses							
Personnel compensation and benefits	\$ 3,658,624	\$ 3,484,229	\$ 174,395	5%	53.83%	56.84%	-3%
Communications and utilities	590,436	426,147	164,290	39%	8.69%	6.95%	2%
Supplies and materials	969,643	869,941	99,702	11%	14.27%	14.19%	0%
Contractual services	1,348,646	1,208,345	140,301	12%	19.84%	19.71%	0%
Insurance, claims and settlements	229,556	141,331	88,225	62%	3.38%	2.31%	1%
Total Operating Expenses	\$ 6,796,906	\$ 6,129,994	\$ 666,912	11%	100%	100%	
Net Operating Income	\$ 2,815,457	\$ 3,008,978	\$ (193,521)				

MISSOULA COUNTY AIRPORT AUTHORITY
STATEMENT OF CASH FLOW
For the Month Ended January 31, 2026

	<u>31-Jan</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from customers	\$ 1,166,075
Cash paid to suppliers	(279,943)
Cash paid to employees and employee benefits	(455,965)
Net cash flows from operating activities	<u>430,166</u>
 CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments for capital assets	(1,654,260)
Interest paid on long-term debt	(442,396)
Principal payments on long-term debt	(141,596)
Federal contributions	38,015
Subsequent collections of capital contributions	<u>8,312</u>
Net cash flows from capital and related financing activities	<u>(2,191,925)</u>
 CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Customer facility charges	60,625
Passenger facility charges	<u>131,454</u>
Net cash flows from noncapital financing activities	<u>192,079</u>
 CASH FLOWS FROM INVESTING ACTIVITIES	
Interest and investment revenue	<u>21,094</u>
Net cash flows from investing activities	<u>21,094</u>
Net change in cash and investments	(1,548,586)
Cash and investments, beginning of January, 2026	<u>16,207,359</u>
Cash and investments, end of January, 2026	<u>\$ 14,658,773</u>

	<u>31-Jan</u>
RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH FLOWS FROM OPERATING ACTIVITIES	
Income from operations	\$ <u>194,876</u>
Adjustments to reconcile loss from operations to net cash flows from operating activities:	
Change in receivables and other assets	85,821
Change in prepaid expenses	38,270
Change in unearned revenue, advance payment, and deferred inflows	(43,516)
Change in accounts payable and accrued expenses	<u>154,716</u>
Total adjustments	<u>235,290</u>
Net cash flows from operating activities	<u>\$ 430,166</u>

MISSOULA COUNTY AIRPORT AUTHORITY
LONG-TERM DEBT
For the Month Ended January 31, 2026

FY2026	Balance June 30, 2025	Proceeds from Borrowing	Payments	Balance January 31, 2026
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	2,368,955		(422,106)	1,946,849
****Note payable to First Security Bank of Missoula - series 2022	<u>29,999,780</u>	-	-	<u>29,999,780</u>
	<u>\$ 45,685,535</u>	\$ -	\$ (422,106)	<u>\$ 45,263,429</u>

Note payable activity for the month ended January 31, 2026:	Amount
Proceeds from Borrowing	\$ -
Payments	\$ 141,596

Current estimated debt service payment; payable April 1, 2026	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	143,191	14,644	157,836
***Note payable to First Security Bank of Missoula - series 2022	-	286,272	286,272
	<u>\$ 143,191</u>	<u>\$ 431,604</u>	<u>\$ 574,795</u>

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

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

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



Director's Report February 20, 2026

Director's Statement: January enplanements ended with an increase of 3.7% as compared to January of 2025. This was our 4th month in a row of increases, as we had to restart our streak following our shutdown for the runway rehabilitation project. Nationally, enplanements were up 0.9% in January so we continue to exceed the national average. First quarter continues looking strong with American, Alaska & United all showing seat growth that continues into spring.

I traveled to Melbourne, Florida last week for an air service conference that was well attended. Eight airlines were in attendance with numerous representatives. We continue to push for additional July service as Kalispell/Glacier International Airport has their big runway project this summer and will be closing numerous weekdays over the month of July.

On Wednesday of this week Nikki, Tim and I accepted an award from the Missoula Job Service Employer's Council 2026 Employer of Choice for their medium sized company category. Clearwater Credit Union and Downtown Missoula Partnership were the other winners, so we were in great company.

Tim will be traveling to Billings next week for our State Aviation Conference and Montana Airport Managers Association meeting to discuss state aviation issues.

Tim will also be traveling to Seattle the weekend of March 8th to support our Public Safety Officers who signed up to complete the Seattle Stair Climb. Every year, firefighters from around the world come together to take on the ultimate challenge: climbing the stairs of Seattle's Columbia Center to drive forward the mission of The Leukemia & Lymphoma Society.

March 17-19th I will be traveling to Washington DC to attend an AAEE Legislative conference and meeting with our Senators and Congressman to discuss our upcoming projects.

Staff have been working with our union-presented groups as our current agreements will be coming to an end this fiscal period. We will be focused on getting updated agreements for all parties as we move into FY 2027. We have tentative agreements now in place for two of the three groups. As we finalize those agreements we will bring them to you for your approval.

Tim, Will and I continue to meet biweekly with NWAAAE Chapter representatives as we start planning our hosted event next September. We are working to lock down agenda and facilities, more to come!

We recently had an audit from our insurance company (Chubb) and while we have not yet seen the final report, the inspector seemed very satisfied and impressed with our operation.

As of midnight on February 14, funding for the U.S. Department of Homeland Security (DHS) and its agencies lapsed.

There has been no movement on the Hill. Neither the House nor the Senate are in legislative session this week. Both parties remain dug in on their positions related to this partial shutdown, affecting DHS and its agencies. Funding and policies related primarily to U.S. Immigration and Customs Enforcement (ICE) are at issue.

- Members of Congress are not due to return to DC until next Monday, February 23.
- We expect the Senate to vote on a stand-alone DHS spending bill on Monday, but the measure is not expected to pass.

Bottom line: While negotiations continue between the parties' leaders, there seems to be no rush to resolve this shutdown, especially since so many DHS employees and functions are either excepted (continue with funding from sources outside of annual appropriations) or exempted (essential employees/functions continue to work without pay).

Board Agenda:

- Committee Assignments
- Resolution No. 2025-06 Establishing Rates and Charges
- Resolution No. 2025-07 Terms and Conditions Governing Use by Commercial Air Service Providers of Missoula Montana Airport
- Rocky Mountain Transportation Off Airport Rental Car Agreement

Explanations are included in your board packet.

**Missoula County Airport Authority
Agenda Information Sheet**

Meeting Date: February 24, 2026

TITLE: Board Committee Assignments CY2026

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

TIME REQUIRED: 5 minutes

BACKGROUND INFORMATION:

The Bylaws of the Missoula County Airport Authority require in Article III, Section 12 that the Chair appoint Commission members to standing committees. The standing committees identified in the Bylaws include Executive, Finance, Facilities and Operations, General Aviation, Marketing, Legislative, and Business Development. After reviewing the standing committees, the Chair has determined that consolidating certain committees will best meet the needs of the Commission. The consolidated committees are as follows:

1. Executive and Legislative consolidated into the Executive Committee;
2. Marketing and Business Development consolidated into Business Development and Planning Committee;
3. General Aviation and Facilities and Operations consolidated into Facilities and Operations Committee; and
4. Finance Committee (no change).

The 2026 committee member assignments are attached.

BUDGET INFORMATION: n/a

SUPPLEMENTAL AGENDA INFORMATION: 2026 Committee Assignments

COMMITTEE REVIEW: Executive Committee: January 27, 2026

PREPARED BY: Juniper Davis, Legal Counsel

**Missoula County Airport Authority Board of Commissioners
Calendar Year 2026 Committee Assignments**

Executive Committee			
Business Development & Planning		Facilities and Operations	
Finance			
Pat Boyle - Chair	Matt Doucette - Chair	Deb Poteet - Chair	Jack Meyer - Chair
Adriane Beck - Vice Chair	Shane Stack	Adriane Beck	Pat Boyle
Shane Stack - Sec/Treas	Andrew Hagemeyer	Jack Meyer	Matt Doucette
	Deb Poteet	Chay Hughes	Andrew Hagemeyer
	Chay Hughes	Richard Huffman	Richard Huffman

Missoula County Airport Authority Agenda Action Sheet

Meeting Date: February 24, 2026

TITLE: Approval of Missoula County Airport Authority Resolution No. 2025-6 and No. 2025-07.

AGENDA CATEGORY: (Please highlight)

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

TIME REQUIRED: 15 minutes

BACKGROUND INFORMATION: The Missoula County Airport Authority (Authority) maintains a wide range of rates and charges associated with services and items offered to its stakeholders. Historically, these rates and charges have been established through individual Board resolutions or negotiated contract terms. As a result, when Authority staff and its stakeholders look for specific rate information, they have to locate and reference the applicable resolution, contract, or subsequent amendments adjusting those rates.

To streamline access to this information and improve transparency, the Authority intends consolidate many of the Authority's rates, fees, rents and other charges into one schedule of Rates and Charges which will be published on its website, FlyMissoula.com. If Resolution No. 2025-6, Resolution Establishing Rates and Charges, is approved, staff will implement a process by which the schedule of Rates and Charges is periodically updated and approved by the Authority's Board of Commissioners. The update and approval will align with the Authority's budgeting cycle and/or at other intervals deemed necessary by the Authority. All proposed changes to rates and charges will continue to be presented to the Board for review and consideration.

Summary of Information and Changes:

- Resolution No. 2025-6, Resolution Establishing Rates and Charges at the Missoula Montana Airport, provides for the following:
 - Establishes the process for adopting the Schedule of Rates and Charges (the R & C Schedule).
 - Rescinds the following resolutions, as their associated rates and charges will now be consolidated under the R & C Schedule:
 - 2019-03 - parking and speed violation fines
 - 2024-03 - public parking rates
 - 2025-03 - ground rent for all aviation leases
 - 2025-04 - fees for non-signatory airlines, charter, cargo, and other non-scheduled aircraft
 - Updates related terms and conditions:
 - Through separate Resolution No. 2025-07, the Authority replaces Resolution No. 2024-05, Terms and Conditions Governing Airport Use by Commercial Air Service Providers of Missoula Montana Airport, to remove all fee elements and instead reference the newly approved R & C Schedule.

BACKGROUND INFORMATION (continued):

- R & C Schedule
 - Rates and charges previously set by resolution, as noted above, are denoted with an asterisk (*) on the R & C Schedule.
 - The following changes have been made compared to the rates established in prior resolutions:
 - Ground Transportation –
 - Introduced a commercial loading zone day-use permit fee of \$25.
 - Class 1 fee increased from \$1 to \$2 per pickup and drop off.
 - Class 2 increased from \$1 to \$2 per pickup and drop off, with a new \$4 pickup and drop off fee for vehicles with 12+ seats.
 - Class 3: Added a fleet size >2 annual fee of \$600.
 - Rates and charges set by contract terms are denoted with a degree symbol (°). These rates and charges reflect negotiated contract terms and remain unchanged.
 - Rates and charges presented on the R & C Schedule without an asterisk or degree symbol were either previously established through internal Authority processes, or newly created and presented for Board consideration. The list is as follows:
 - Previously established:
 - Security badging fees
 - Aviation fuel flowage fees
 - Advertising rates
 - Flightcrew parking
 - Glycol fees
 - New rates and charges (presented for consideration):
 - Non-exclusive ramp use fees (non-terminal Airport tenant fees)
 - Airport equipment usage fees (non-terminal Airport tenant fees)
 - Meeting room rental
 - Newly created rates and charges become effective immediately upon adoption. All other rates and charges remain effective based on the previously communicated date or according to their governing contract terms and conditions.

The Authority declares that the published schedule of Rates and Charges is not intended to be an exhaustive list of all rates and charges imposed by the Authority and the absence of a specific rate or charge from the schedule does not waive or limit any user's or tenant's fiscal responsibilities; all users and tenants remain fully obligated to comply with the financial requirements established by contract, resolution, or other governing documents

BUDGET INFORMATION: R & C Schedule presented to the Board for consideration during the Authority's budgeting cycle.

SUPPLEMENTAL AGENDA INFORMATION:

- 1) Resolution No. 2025-06, Resolution Establishing Rates and Charges at The Missoula Montana Airport
 - a. Schedule of Rates and Charges – February 24, 2026
- 2) Resolution No. 2025-07, Commercial Air Transportation Rules and Regulations
 - a. Commercial Air Transportation Rules and Regulations

COMMITTEE REVIEW: Finance Committee: January 21, 2026

RECOMMENDED MOTION: Move to approve Resolution No. 2025-06 and Resolution No. 2025-07.

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

MISSOULA COUNTY AIRPORT AUTHORITY
RESOLUTION NO. 2025-06
RESOLUTION ESTABLISHING RATES AND CHARGES
AT THE MISSOULA MONTANA AIRPORT

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 Montana Code Annotated § 67-11-202 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 adopted Missoula County Airport Authority **Resolution No. 2019-03** which sets parking and speed violation fines;
6. The AUTHORITY has adopted Missoula County Airport Authority **Resolution No. 2024-03** which sets public parking rates;
7. The AUTHORITY has adopted Missoula County Airport Authority **Resolution No. 2024-05** which provides airport use rules and regulations for non-signatory airlines, charter, cargo and other non-scheduled aircraft, including that the Board of Commissioners shall set terminal use and landing fees;
8. The AUTHORITY has adopted Missoula County Airport Authority **Resolution No. 2025-04**, which amended a portion of Missoula County Airport Authority **Resolution No. 2024-05**, in order to update the use fees for non-signatory airlines, charter, cargo and other non-scheduled aircraft;
9. The AUTHORITY has adopted Missoula County Airport Authority **Resolution No. 2025-03** which sets ground rent for all aviation leases;
10. The AUTHORITY has adopted Missoula County Airport Authority **Resolution No. 2025-05** which establishes rules and regulations for commercial ground transportation, which includes a requirement to set commercial ground transportation fees by a schedule of Rates and Charges;
11. The AUTHORITY has implemented landing fees, terminal use fees and terminal rents for signatory airlines through **Airline Use Agreements**;
12. The Rules and Regulations governing the Missoula Montana Airport, adopted March 29, 2001, pursuant to Title 67, Chapter 11, Part 2, Montana Code Annotated, require that "the AUTHORITY shall establish a schedule of rates and charges for all Airport Activities" and that said rates and charges schedule "shall be subject to periodic review and or/revision;

13. The AUTHORITY desires to improve the transparency of all such rates, fees, rents and other charges by approving and publishing a periodically reviewed schedule of Rates and Charges; and
14. The AUTHORITY desires to formalize the process by which the schedule of Rates and Charges will be considered for approval and periodically reviewed by the AUTHORITY'S Board of Commissioners;

NOW THEREFORE, BE IT RESOLVED that effective February 24, 2026:

1. During the annual budgeting period of each fiscal year, or at other intervals as the AUTHORITY deems necessary, the AUTHORITY staff will compile and present to the AUTHORITY'S Board of Commissioners a draft schedule of Rates and Charges;
2. The AUTHORITY'S Board of Commissioners will consider adopting the schedule of Rates and Charges at a duly noticed meeting of the Board of Commissioners;
3. The AUTHORITY will publish the schedule of Rates and Charges to the AUTHORITY'S website and provide said Rates and Charges to the public as requested;
4. The AUTHORITY hereby rescinds **Resolutions Nos. 2019-03, 2024-03, 2025-03, 2025-04** and such rates, fees, rents and other charges will now be set through the adoption of the Rates and Charges schedule;
5. The AUTHORITY, through separate **Resolution No. 2025-07**, updates and replaces **Resolution No. 2024-05** to remove the fees and include a reference to the approved Schedule of Rates and Charges;
6. With this **Resolution No. 2025-06**, the AUTHORITY will begin setting additional rates, fees, rents and other charges through the adoption of the schedule of Rates and Charges including but not limited to: landing fees, terminal use fees, terminal rents for signatory airlines; security badging fees; the aviation fuel flowage fee; advertising rates; non-exclusive ramp use fees; airport equipment usages fees; glycol fees; meeting room rental rates; and flightcrew parking rates;
7. The AUTHORITY declares that the published schedule of Rates and Charges is not intended to be an exhaustive list of all rates and charges imposed by the AUTHORITY and the absence of a specific rate or charge from the schedule does not waive or limit any user's or tenant's fiscal responsibilities; all users and tenants remain fully obligated to comply with the financial requirements established by contract, resolution, or other governing documents;
8. The AUTHORITY hereby adopts the attached schedule of Rates and Charges effective February 24, 2026.

ADOPTED BY THE MISSOULA COUNTY AIRPORT AUTHORITY BOARD OF COMMISSIONERS this 24th day of February, 2026.

MISSOULA COUNTY AIRPORT AUTHORITY:

ATTEST:

Chair Pat Boyle

Vice-Chair Adriane Beck

APPROVED AS TO FORM AND CONTENT:

Juniper Davis, Legal Counsel



**Missoula County Airport Authority
Schedule of Rates & Charges
As of 2/24/2026**

Aircraft Landing Fees	Signatory	\$1.55 per 1,000 lbs. of maximum landing weight				
	Non-Signatory (Res. 2025-04)	\$2.05 per 1,000 lbs. of maximum landing weight				
	Non-Contract (Res. 2024-05)	\$3.00 per 1,000 lbs. of non-based aircraft > 9,000 lbs.				
Aircraft Terminal Use Fee	Signatory	\$2.10 per pax				
	Non-Signatory (Res. 2025-04)	\$2.95 per pax				
Terminal Rent	Signatory	\$41.25 per sq. ft. per year				
Aeronautical Ground Rent (Res. 2025-03)		\$0.185 per sq. ft. per year				
Car Rental Customer Facility Charge (CFC)		\$5 per vehicle rent day				
Customer Parking Rates (Res. 2024-03)	Lot	First Hour	Second Hour	Each Additional Hour		Per Day
	Economy	Free	\$2.00	\$2.00		\$8.00
	Long-term	Free	\$6.00	\$2.00		\$12.00
	Premium	Free	\$8.00	\$4.00		\$20.00
Security Badging Fees	Badge Type	New Badge	Renewal Badge	1st lost	2nd lost	3rd lost
	AOA	\$25.00	\$20.00	\$30.00	\$50.00	\$100.00
	SIDA	\$50.00	\$45.00	\$30.00	\$50.00	\$100.00
	Sterile/Sterile-R	\$50.00	\$45.00	\$30.00	\$50.00	\$100.00
Ground Transportation (Res. 2025-05)	Day Use Permits		Less than 6 trips per year is subject to a day use permit of \$25			
	Class 1		\$2 per pickup and drop off			
	Class 2		\$2 per pickup and drop off; \$4 for vehicles with 12+ seats			
	Class 3		Fleet size ≤2 is \$400/year. Fleet size >2 is \$600/year			
	RFID Tag		\$25 per RFID tag			
Ground Transportation/Parking Violations Fees (Res. 2019-03)	Unattended Vehicle		\$25 per day			
	Unauthorized Parking		\$25 per day			
	Blocking Crosswalk		\$25.00			
	Blocking Traffic		\$25.00			
	Blocking Fire Lane		\$25.00			
	Parking in a No Parking Zone		\$25 per day			
	Handicapped Parking		\$100 per day			
	Violation Late Fee		\$10 if not paid within 10 days of violation date			
Aviation Fuel Flowage Fee		\$.08 per gallon				
Advertising Rates	Digital Static		\$450 per month			
	Digital Video		\$600 per month			
	Feature Wall		\$1,500 per month			
	Flight Info Displays		\$200 per month			
	Visitor Info Center (VIC)		\$25 per month for brochures, \$40 per month for magazines			
	Website		\$350 per month			
	Non-Exclusive Ramp Use Fees (non-terminal Airport tenant fees)	Category	Min. Weight (lbs.)	Max Weight (lbs.)	Rate/Per Day	
Fixed Wing		0	8,999	\$25.00		
Fixed Wing		9,000	99,999	\$50.00		
Fixed Wing		100,000	199,999	\$200.00		
Fixed Wing		200,000	999,999	\$300.00		
Rotor		0	8,999	\$25.00		
Rotor		9,000	999,999	\$50.00		
Aircraft Support Vehicles		0	999,999	\$10.00		
Airport Equipment Usage Fees (non-terminal Airport tenant fees)	Equipment		Rates			
	Turboway		\$250/day			
	Air Stairs		\$250/day			
	Water Cart		\$100/day			
	Lavatory Cart		\$100/day			
	Bag Cart		\$100/day			
	Tug		\$100/day			
	Light Plant		\$125/day + fuel			
	Beltloader		\$100/day + fuel			
	GPU		\$250/day + fuel			
	Push Back		\$250/event + fuel			
	De-Ice Truck		\$85/event + glycol + fuel			
	Tow Bar		\$25/event			
	Heat Cart		\$250/event + fuel			
	Forklift		\$100/hr. (MCAA operator required)			
Glycol Fees (non-contract)	Type I		\$20.50/gallon (Minimum 25 gallons)			
	Type IV		\$24.50/gallon (Minimum 25 gallons)			
Meeting Room Rental		\$0-\$100				
Flightcrew Parking (Economy lot use only)		50% of Economy lot rate				

*Resolution number establishing the applicable rate

†The applicable rate is determined by the terms of the contract as approved by the Board

The published Rates and Charges is not intended to present all rates and charges utilized by the Authority, nor does it waive or limit the fiscal responsibility of any user or tenant should a specific rate or charge not be included in the schedule. Users and tenants remain fully responsible for all applicable financial obligations as established by contract, resolution, or other governing documents.

MISSOULA COUNTY AIRPORT AUTHORITY
AIRPORT USE RESOLUTION
NO. 2025-07

COMMERICAL AIR TRANSPORTATION RULES AND REGULATIONS

RECITALS

1. Missoula Montana Airport (the "Airport") is operated by the Missoula County Airport Authority (the "AUTHORITY") pursuant to Title 67, Chapter 11, Montana Code Annotated ("MCA");
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, MCA to adopt, amend and repeal reasonable resolutions which are necessary for the management, government and use of the Airport;
4. The AUTHORITY recognizes that it is prudent to operate the Airport by establishing and promulgating rules for the use of facilities by Commercial Air Service Providers;
5. The AUTHORITY has determined that its obligations are best met and the interests of the Airport best served, by developing such use rules and regulations;
6. Sound business practice requires that the AUTHORITY promulgate by means of resolution the essential terms and conditions to govern the use and occupancy of the Airport;
7. The AUTHORITY adopted Resolution No. 2024-05 which provides the terms and conditions for airport use by non-signatory airlines, charter, cargo and other non-scheduled aircraft, including the establishment of terminal use turn fees and landing fees;
8. The AUTHORITY adopted Resolution No. 2025-06 formalizing the process by which the AUTHORITY'S Board of Commissioners will adopt a schedule of Rates and Charges;
9. The AUTHORITY desires to establish terminal use turn fees and landing fees for non-signatory airlines, charter, cargo and other non-scheduled aircraft through the adopted schedule of Rates and Charges pursuant to Resolution 2025-06 rather than through Resolution No. 2024-05;
10. The AUTHORITY desires to rename the Terms and Conditions Governing Airport Use by Commercial Air Service Providers to become the Commercial Air Transportation Rules and Regulations, provide updated document formatting and organization, and

provide an updated document structure that can allow the future addition of rules and regulations governing signatory airlines and/or other commercial air transportation uses at the Airport;

NOW, THEREFORE, be it resolved that effective February 24, 2026:

1. The AUTHORITY hereby rescinds Resolution No. 2024-05 and the Terms and Conditions Governing Airport Use by Commercial Air Service Providers;
2. Use fees for non-signatory airlines, charter, cargo and other non-scheduled aircraft will be set through the adopted schedule of Rates and Charges as further described in Resolution No. 2025-06 and any future amendments.
3. The AUTHORITY hereby adopts the Commercial Air Transportation Rules and Regulations attached herein.

ADOPTED this 24th day of February, 2026, by the MISSOULA COUNTY AIRPORT AUTHORITY BOARD OF COMMISSIONERS.

MISSOULA COUNTY AIRPORT AUTHORITY

ATTEST:

Pat Boyle, Chair

Adriane Beck, Vice Chair

APPROVED AS TO FORM AND CONTENT

Juniper Davis, Legal Counsel



Commercial Air Transportation Rules and Regulations

Missoula County Airport Authority

Missoula Montana Airport (KMSO)
5225 W Broadway Street
Missoula, MT 59808
406-728-4381



Table of Contents

- 1. Introduction 3
 - 1.1. Purpose 3
 - 1.2. Applicability 3
 - 1.3. Definitions..... 4
- 2. Signatory Airlines (Reserved for Future Use) 4
 - 2.1. Requirements 4
 - 2.1.1. Badging 4
 - 2.1.2. Reporting and Record Keeping 4
 - 2.1.3. Insurance – Indemnity 4
 - 2.1.4. Compliance..... 4
 - 2.2. Airport Use 4
 - 2.3. Passenger Terminal Use 4
 - 2.4. Aircraft Parking Positions 4
 - 2.5. Maintenance, Repairs and Alterations 4
 - 2.6. Fees 4
 - 2.7. Exemptions 4
 - 2.8. Prohibited Acts..... 4
 - 2.9. Environmental, Health and Safety 4
 - 2.10. Hazardous Substances – Pollution Liability 4
- 3. Non-Signatory Airlines 5
 - 3.1. Requirements 5
 - 3.1.1. Badging 5
 - 3.1.2. Reporting and Record Keeping 5
 - 3.1.3. Insurance – Indemnity 6
 - 3.1.4. Compliance..... 8
 - 3.2. Airport Use 8
 - 3.3. Passenger Terminal Use 9



3.3.1.	Non-Signatory Airline	9
3.3.2.	Charters	10
3.4.	Aircraft Parking Positions	10
3.5.	Maintenance, Repairs and Alterations	11
3.6.	Fees	12
3.6.1.	Terminal Use Fees	12
3.6.2.	Landing Fees	12
3.6.3.	Other Fees	13
3.7.	Exemptions	13
3.8.	Prohibited Acts	13
3.9.	Environmental, Health and Safety	14
3.10.	Hazardous Substances – Pollution Liability	14
4.	Definitions	17

1. Introduction

1.1. Purpose

The Missoula County Airport Authority (MCAA) has established Commercial Air Transportation Rules, Regulations for the Missoula Montana Airport (Airport) to promote the safe, equitable and efficient use of limited airport facilities, including terminal buildings, airfield surfaces, aircraft parking aprons and generation of revenues needed for airport development, maintenance, and operations.

These Commercial Air Transportation Rules, Regulations and Fees (hereinafter "Regulations") apply to all individuals or entities operating as a Non-Signatory or Charter Air Transportation Company at the Airport.

The adoption of these Regulations is not intended, nor should it be construed, to grant any property right or expectation to any person or entity whatsoever. MCAA expressly reserves the right to amend or revise these Regulations at any time and in any respect. MCAA reserves the right to limit or restrict access to any area of the Airport, without the issuance of prior notice, for reasons including, but not limited to, safety and security of the general public, construction or renovation work at the Airport, acts of God, or nonpayment of fees.

Any regulations or parts of regulations specifically relating to Aircraft at the Airport that are in conflict with these Regulations are hereby superseded by these Regulations, but only to the extent of the conflict.

Any person or entity which invests time or financial resources in the provision of Commercial Air Transportation services at the Airport does so at their own risk and shall have no right or standing to make any claim whatsoever against MCAA by reason of any subsequent amendment to these Regulations, any amendment to an agreement, or any limitations or restriction of access to the Airport.

1.2. Applicability

Any person or entity proposing to provide Commercial Air Transportation services at the Missoula Montana Airport must fully comply with the most recently adopted Commercial Air Transportation Rules and Regulations and/or supplemental contract terms (if applicable). The Regulations contained herein supersede and cancel all other previous Commercial Air Transportation Rules and Regulations set forth by MCAA.

1.3. Definitions

These Commercial Air Transportation Definitions incorporate, by reference, the defined words and acronyms identified in Section 4. Additional words and phrases used in this document but not defined herein shall have the meanings as set forth in the Bond Ordinance, in any FAA statute or regulation, or if not so set forth, shall have their usual and customary meaning.

2. Signatory Airlines (Reserved for Future Use)

Please refer to the most recently approved Airline Use Agreement (AUA)

2.1. Requirements

- 2.1.1. Badging
- 2.1.2. Reporting and Record Keeping
- 2.1.3. Insurance – Indemnity
- 2.1.4. Compliance

2.2. Airport Use

- 2.3. Passenger Terminal Use
- 2.4. Aircraft Parking Positions
- 2.5. Maintenance, Repairs and Alterations
- 2.6. Fees

2.7. Exemptions

- 2.8. Prohibited Acts
- 2.9. Environmental, Health and Safety
- 2.10. Hazardous Substances – Pollution Liability

3. Non-Signatory Airlines

3.1. Requirements

3.1.1. Badging

All employees of NON-SIGNATORY AIRLINE 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 AUTHORITY, Transportation Security Administration or other entity having security jurisdiction at the Airport. NON-SIGNATORY AIRLINE employees and contractors will surrender security badges upon request by AUTHORITY. Physical security media (badges and keys) remain the property of AUTHORITY. NON-SIGNATORY AIRLINE and their employees and contractors shall comply with all security related audits, inspections, and screenings. NON-SIGNATORY AIRLINE 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. NON-SIGNATORY AIRLINE shall be invoiced on a regular basis for badging fees as set forth in the AUTHORITY's Access Control Card Application. Fees shall be paid within 30 days of invoice. NON-SIGNATORY AIRLINE shall also comply with all requirements under the AUTHORITY's Airport Security Plan.

3.1.2. Reporting and Record Keeping

As a condition of its operation at the Airport, a NON-SIGNATORY AIRLINE (other than Affiliate Airlines), shall report monthly to the AUTHORITY, on or before the fifth day of each month, in addition to its landed weights, the total number of passengers enplaned and the total number of passengers deplaned from its aircraft at the Airport during the preceding month, and the volume of freight, mail and other cargo enplaned and deplaned for the preceding month. All such data, including landed weights, are subject to verification by the AUTHORITY and a NON-SIGNATORY AIRLINE shall cooperate in any such audit of its reports undertaken by the AUTHORITY. The AUTHORITY will use its best efforts to avoid undue interference with a NON-SIGNATORY AIRLINE's normal operations during the course of any such audit.

NON-SIGNATORY AIRLINE shall at all times maintain and keep books, ledgers, accounts, or other records, wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to this Resolution. Such records shall be retained by NON-SIGNATORY AIRLINE for a retention period as set forth in Federal Aviation Regulation 14 CFR Part 249. NON-SIGNATORY AIRLINE shall make such records available to the AUTHORITY upon reasonable request. NON-SIGNATORY AIRLINE shall produce such books and records at the offices of the NON-SIGNATORY AIRLINE within thirty (30) calendar days of AUTHORITY'S notice to do so.

The AUTHORITY may audit by a certified public accountant the records of NON-SIGNATORY AIRLINE annually. The AUTHORITY shall pay the cost of audit, including the transportation, food, and lodging necessary for an auditor selected by AUTHORITY through a competitive Request for Qualifications process; except that the total cost of said audit shall be borne by NON-SIGNATORY AIRLINE if NON-SIGNATORY AIRLINE has failed to maintain true and complete books, records, accounts, and supportive source documents in accordance with this Resolution or if the audit finds a deficiency greater than five percent (5%). In the event the records as reported in such audit are greater than those reported by NON-SIGNATORY AIRLINE to AUTHORITY for the same period, NON-SIGNATORY AIRLINE agrees to pay to AUTHORITY immediately any deficiency owed to AUTHORITY, together with interest at the rate of fifteen percent (15%) per annum thereon from the date the deficiency was due until paid in full.

3.1.3. Insurance – Indemnity

Each NON-SIGNATORY AIRLINE during the term hereof commercial Aviation Liability and auto liability insurance for claims for property damage, bodily injury, or death resulting from NON-SIGNATORY AIRLINE's activities at the Airport in amounts not less than those specified herein. 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 the AUTHORITY. Each such policy shall name the AUTHORITY 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 the AUTHORITY thirty (30) days written notice in advance.

The procuring of such policy or policies of insurance shall not be construed to be a limitation upon NON-SIGNATORY AIRLINE's liability under the hold harmless

agreements set forth in this Agreement, nor as full performance of NON-SIGNATORY AIRLINE's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, NON-SIGNATORY AIRLINE's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of NON-SIGNATORY AIRLINE, its officers, agents or employees in its operations at the Airport.

Insurance for aviation liability:

- In an amount not less than one hundred million dollars (\$100,000,000) per occurrence, combined single limit and passenger personal injury not less than twenty-five million dollars (\$25,000,000) per occurrence and in the annual aggregate with respect to non-passenger personal injury for airlines operating aircraft of sixty (60) seats or more;
- Not less than seventy-five million dollars (\$75,000,000) per occurrence and passenger personal injury not less than twenty-five million dollars (\$25,000,000) per occurrence and in the annual aggregate with respect to non-passenger personal injury for airlines operating aircraft of between twenty (20) and fifty-nine (59) seats;
 - Not less than forty-five million dollars (\$45,000,000) for airlines per occurrence and passenger personal injury not less than twenty-five million dollars (\$25,000,000) per occurrence and in the annual aggregate with respect to non-passenger personal injury operating aircraft of nineteen (19) or fewer seats.

Insurance limits for auto liability insurance covering owned, hired and non-owned vehicles used and operated by NON-SIGNATORY AIRLINE shall be subject to a limit of liability of not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate.

NON-SIGNATORY AIRLINE shall purchase and maintain during the term Workman's compensation insurance as required by Montana law.

NON-SIGNATORY AIRLINE shall purchase such other insurance as is required by Montana State law for Air Transportation Companies operating in the State of Montana.

A NON-SIGNATORY AIRLINE will be deemed by its use of the Airport or any portion thereof, to have agreed to indemnify, defend and hold harmless the AUTHORITY, its members, officers, agents, employees and contractors from and against any and all claims, action, demands, suits, judgments, fines, damages, loss and liability, together with all costs and expenses incidental to the investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert's fees) of any nature whatsoever, which may be incurred by, charged to or recovered from the foregoing arising out of or incident to the NON-SIGNATORY AIRLINE's use of the Airport or the acts or omissions of the NON-SIGNATORY AIRLINE's officers, agents, employees, contractors, licensees or invitees, regardless of where the injury, death or damage may have occurred, or arising from or based upon the violation or alleged violation of this Resolution or any Federal, State or Local laws, statutes, ordinances or rules or regulations by the NON-SIGNATORY AIRLINE, its officers, agents, employees, contractors, licensees or invitee. The AUTHORITY will give the NON-SIGNATORY AIRLINE prompt notice of any such claims or actions.

These provisions shall have no application to claims, actions, damages, loss or liability which are caused solely by the negligent or willful acts or omissions of the AUTHORITY, its members, officers, agents, employees, or contractors.

3.1.4. Compliance

NON-SIGNATORY AIRLINE shall comply with all applicable statutes, rules and regulations, whether Federal, State or local, including those of the AUTHORITY, while operating on, or occupying space at the Airport and shall require their officers, agents, employees and business invitees to so comply.

3.2. Airport Use

Subject to compliance with the provisions of this Resolution and the Rules and Regulations of the AUTHORITY, NON-SIGNATORY AIRLINE shall be entitled to use the Airport in common with others authorized to do so. The use of the Airport by NON-SIGNATORY AIRLINE shall constitute consent to the terms and conditions of this Resolution. Such rights shall include:

- The landing and taking off of its aircraft from the runways;
- The ground movement of its aircraft on the taxiways;

- The parking, loading, unloading, servicing, and fueling of its aircraft in such areas as are directed or approved by the Airport Director;
- The right to do any act and perform any function directly and reasonably related to the NON-SIGNATORY AIRLINE'S conduct of air transportation at the Airport. However, such use shall not include the performance of services for other airlines or agencies in the absence of the prior written approval of the Airport Director and shall not be construed to include the conduct of any other business on the Airport whether or not related to, or affiliated with, Air Transportation;

The right to purchase fuels, lubricants, and any and all other goods and services required in NON-SIGNATORY AIRLINE'S conduct of air transportation at the Airport, and which are to be delivered, consumed, or performed at the Airport, from any person, firm, or corporation that is operating on the Airport with permission of the AUTHORITY;

No other uses or operations are permitted under this Resolution without the prior written consent of the AUTHORITY.

3.3. Passenger Terminal Use

3.3.1. Non-Signatory Airline

Subject to compliance with the provisions of this Resolution and to the Rules and Regulations of the AUTHORITY, NON-SIGNATORY AIRLINES who conduct Scheduled Air Transportation at the Airport shall have the right to use Terminal and the Aircraft Parking Positions appurtenant thereto in common with others authorized to do so, on a non-exclusive use basis, with the consent of the Airport Director or his designee.

The Airport Director may grant a NON-SIGNATORY AIRLINE who conducts Scheduled Air Transportation at the Airport use of certain passenger Terminal space or facilities on a joint use basis, as the case may be; provided, however, that such use may be revoked upon thirty (30) days' written notice in advance. In no case would a NON-SIGNATORY AIRLINE have preferential or exclusive use space over a Signatory Airline.

The Use granted to a NON-SIGNATORY AIRLINE pursuant to this Paragraph is limited as follows: such NON-SIGNATORY AIRLINE may not, without prior approval of the Airport Director or designee, park or store aircraft at an Aircraft Parking Position adjacent to the Passenger Terminal for a period or time exceeding the time that is customarily required for its scheduled operation, or at any other Aircraft Parking

Position for a period of time exceeding twenty-four (24) hours. Such NON-SIGNATORY AIRLINE will remove its aircraft from such Aircraft Parking Position immediately when instructed by the Airport Director, or his designee.

Notwithstanding any use granted herein, the AUTHORITY shall have the right to enter any portion of the Airport, including premises that may be used by a NON-SIGNATORY AIRLINE, to perform any of its obligations as owner and operator of the Airport or pursuant to the exercise of any of its governmental functions. The AUTHORITY further reserves the right from time to time as may be reasonably necessary to close, relocate, reconstruct, modernize, rehabilitate or otherwise alter or modify any portion of the Airport, including any premises that may be used by NON-SIGNATORY AIRLINE, for the purpose of maintaining or constructing improvements, modifications or expansions to the Airport or to the passenger Terminal. The AUTHORITY will use its best efforts to provide reasonable notice in advance of any such action and to provide reasonably convenient and equivalent alternative accommodation and adequate means of ingress and egress thereto.

3.3.2. Charters

An Air Transportation Company that does not provide scheduled service to the Airport shall be required to contract with a SIGNATORY, NON-SIGNATORY or GROUND HANDLING COMPANY who conducts Scheduled Air Transportation at the Airport in order to use the Passenger Terminal.

A SIGNATORY, NON-SIGNATORY or GROUND HANDLING COMPANY that contracts with an Air Transportation Company for use of the Passenger Terminal as permitted above shall be responsible for complying with all requirements and fees outlined in this Resolution and all AUTHORITY rules and regulations.

3.4. Aircraft Parking Positions

From time to time, NON-SIGNATORY AIRLINES who conduct Scheduled Air Transportation at the Airport may request permission to park their aircraft at an Aircraft Parking Position for the purpose of overnighing such aircraft, or for some other purpose reasonably related to NON-SIGNATORY AIRLINE'S conduct of Scheduled Air Transportation at the Airport. In such circumstances, the AUTHORITY may grant NON-SIGNATORY AIRLINE temporary use of an Aircraft Parking Position designated by the AUTHORITY for that purpose. The AUTHORITY

may, at its discretion, impose reasonable and non-discriminatory fees as well as reasonable time or other restrictions on such use.

NON-SIGNATORY AIRLINE agrees to remove its aircraft immediately from an Aircraft Parking Position when instructed by the Airport Director of an emergency requiring such removal. In this circumstance, NON-SIGNATORY AIRLINE may move its aircraft to an unoccupied Aircraft Parking Position designated by the Airport Director at no additional cost to the NON-SIGNATORY AIRLINE.

Should NON-SIGNATORY AIRLINE occupy an Aircraft Parking Position longer than is customarily required for its scheduled operation and the occupancy of said Aircraft Parking Position interferes with another Air Transportation Company's scheduled service, AUTHORITY may request NON-SIGNATORY AIRLINE to remove such aircraft. NON-SIGNATORY AIRLINE agrees to relocate said aircraft expeditiously.

As soon as permitted by appropriate authorities, NON-SIGNATORY AIRLINE shall remove any of its disabled aircraft from the Airfield or from a Terminal Aircraft Parking Position and shall place such disabled aircraft at a location designated by the Airport Director, at the leased premises of a fixed base operator, or at an off-Airport location. For the purposes of this Resolution, a disabled aircraft is one which is unable to move under its own power. NON-SIGNATORY AIRLINE will make every reasonable attempt to remove its disabled aircraft as expeditiously as possible.

3.5. Maintenance, Repairs and Alterations

A NON-SIGNATORY AIRLINE occupying space in the Airport's Terminal shall keep such space in a neat, clean and orderly condition and shall, at its sole expense, provide janitorial service and ordinary maintenance and repair to such space and to the trade fixtures and equipment therein. In addition, such NON-SIGNATORY AIRLINE shall be responsible for keeping its Aircraft Parking Positions in a neat, clean, and orderly condition, free from litter, debris, refuse, or petroleum products. In the event that a NON-SIGNATORY AIRLINE fails to perform its obligations hereunder, the AUTHORITY may do so and such NON-SIGNATORY AIRLINE will reimburse the AUTHORITY for the cost thereof. The AUTHORITY may enter upon any area of the Airport, including any space licensed to a NON-SIGNATORY AIRLINE, for the purpose of insuring compliance with the provisions of this Resolution or for accomplishing any necessary maintenance or repairs.

A NON-SIGNATORY AIRLINE occupying space in the Terminal shall make no alterations, additions or improvements to such space without the prior written approval of the Airport Director.

3.6. Fees

3.6.1. Terminal Use Fees

A NON-SIGNATORY AIRLINE who conducts Scheduled Air Transportation at the Airport choosing to use the Terminal without renting any space from the AUTHORITY shall pay to the AUTHORITY fees for the use and occupancy of space in the Airport passenger Terminal of at least 130% of the rate that Signatory Airlines pay. Signatory Airline rates are calculated annually pursuant to the Airline Use Agreement and such rates are set forth in the attached Schedules 1 and 2.

Terminal Use Fees will be based on the most recently published and approved MCAA Rates and Charges Schedule.

3.6.2. Landing Fees

For the use of the Airfield, a NON-SIGNATORY AIRLINE (other than Affiliate Airlines) who conducts Scheduled Air Transportation at the Airport, shall pay the AUTHORITY a landing fee at the then current Signatory Airline rate plus 30%. Signatory Airline rates are calculated annually pursuant to the Airline Use Agreement and such rates are set forth in the attached Schedules 1 and 2. The NON-SIGNATORY AIRLINE shall report to the AUTHORITY, on forms acceptable to the AUTHORITY, on or before the fifth day of each month, the total number of landings (by type of aircraft) at the Airport operated by or on behalf of that NON-SIGNATORY AIRLINE in the calendar month just concluded, together with the Maximum Certificated Landed Weight of each such aircraft. The AUTHORITY may, but shall not be required to, render an invoice for such Landing Fees. Landing Fees for such month shall be due and payable by the NON-SIGNATORY AIRLINE within twenty (20) calendar days of month's end.

Landing Fees will be based on the most recently published and approved MCAA Rates and Charges Schedule.

3.6.3. Other Fees

AUTHORITY may pass through reasonable and lawful fees, charges, tolls, and/or assessments relative to the operation of the Airport which it is lawfully obligated to pay and which may be imposed upon it, or over which it has no power of control, provided however, that the AUTHORITY may pass through only the actual costs of those fees, charges, or assessments. Increases in existing fees are not bound by this section.

AUTHORITY may assess and collect reasonable and non-discriminatory fees and charges for Airport Equipment not enumerated in this Resolution but provided by AUTHORITY and accepted by NON-SIGNATORY AIRLINE. Please refer to the most recently published and approved MCAA Rates and Charges Schedule.

3.7. Exemptions

The fees set forth in the most recently published and approved MCAA Rates and Charges Schedule shall not apply to aircraft based at the Missoula Montana Airport and using the airport for non-commercial purposes.

3.8. Prohibited Acts

A NON-SIGNATORY AIRLINE shall not use or permit the use by parties authorized by the NON-SIGNATORY AIRLINE of the space or facilities of the Terminal, the Aircraft Parking Positions, or the Airfield for any purpose other than those authorized hereby and shall not do or permit to be done anything that would affect the tax-exempt status of Airport Revenue Bonds.

Neither the AUTHORITY, nor any NON-SIGNATORY AIRLINE affected by this Resolution will discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the use of any of the facilities provided for the public at the Airport.

A NON-SIGNATORY AIRLINE shall not do, or permit its officers, agents, employees, contractors, licensees or invitees to do, anything that will endanger the life, health or well being of any person, damage or threaten to cause damage to any real or personal property, including property of the Airport or the AUTHORITY, or fail to take any action required of it by the terms of this Resolution or by the AUTHORITY's Rules and Regulations.

NON-SIGNATORY AIRLINE shall, in its conduct of Air Transportation at the Airport, furnish services to the public on a reasonable and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that NON-SIGNATORY AIRLINE shall have the right to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

3.9. Environmental, Health and Safety

As a condition of its operation at the Airport, NON-SIGNATORY AIRLINE shall ensure that its operations, equipment, and premises at the Airport shall comply with all applicable federal, state, and local environmental, health, and safety laws and regulations (collectively referred to herein as "environmental" regulations or requirements) and requirements in applicable permits. NON-SIGNATORY AIRLINE shall comply with all applicable conditions and requirements in environmental permits, licenses, orders, or agreements whether held by it or by the AUTHORITY. Federal, state, and local environmental regulatory agencies have authority to conduct inspection of Airport, and NON-SIGNATORY AIRLINE shall cooperate with AUTHORITY and such agencies to facilitate inspections, and to make non-confidential records available to such agencies as required by law.

NON-SIGNATORY AIRLINE shall allow inspections and audits to be conducted by AUTHORITY, its contractors, or consultants, for the purpose of determining whether NON-SIGNATORY AIRLINE'S and Airport's operations and facilities are in compliance with applicable environmental laws and regulations. NON-SIGNATORY AIRLINE agrees to make available to AUTHORITY, its contractors or consultants, non-confidential records that may be reasonably required to assist in such inspections and audits. AUTHORITY agrees to provide reasonable advance notice of said inspections or audits, provide an opportunity for NON-SIGNATORY AIRLINE to accompany AUTHORITY, provide an opportunity for split samples should sampling be required, and provide the opportunity for NON-SIGNATORY AIRLINE to provide input to AUTHORITY in regard to any findings.

3.10. Hazardous Substances – Pollution Liability

For purposes of this Resolution, "Hazardous Substances" means asbestos and any toxic, dangerous, or hazardous waste, substance, or material under the Comprehensive

Environmental Response, Compensation, and Liability Act (CERCLA), as amended, the Resource Conservation and Recovery Act, any so-called Superfund law, or any similar federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

NON-SIGNATORY AIRLINE will not produce, handle, store, release, or dispose of hazardous substances on Airport except as expressly authorized by prior written permission from AUTHORITY. Failure of NON-SIGNATORY AIRLINE to abide by the terms of this paragraph may be restrained by injunction.

NON-SIGNATORY AIRLINE will give written notice to the AUTHORITY before storing, using, or disposing of any Hazardous Substances on the Airport. 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 NON-SIGNATORY AIRLINE. If AUTHORITY objects to the storage, use, or disposal of a Hazardous Substance on the Airport, it may demand that NON-SIGNATORY AIRLINE refrain from or cease the activity objected to and may demand that NON-SIGNATORY AIRLINE take any appropriate steps to remove the Hazardous Substance from the Leased Property.

All Hazardous Substances on the Airport will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances.

NON-SIGNATORY AIRLINE must notify AUTHORITY of any of the following by NON-SIGNATORY AIRLINE: (1) spills that are required under applicable environmental laws to be reported to governmental authorities (above de minimis quantities that are not immediately and fully cleaned up), (2) notices received from any third party to NON-SIGNATORY AIRLINE regarding breaches by NON-SIGNATORY AIRLINE of any nature of any environmental laws or regulations at the Airport, (3) disposal or release of Hazardous Substances on the Airport by NON-SIGNATORY AIRLINE (unless said release is in conformance with environmental laws), (4) any discovery of Hazardous Substances released on the Airport, or (5) of any notice received that was sent by a governmental authority or private party alleging that a disposal or release of Hazardous Substances on the Airport may have occurred. NON-SIGNATORY AIRLINE will promptly deliver to AUTHORITY copies of and provide complete access to any

and all non-confidential documents or information in its custody, control or possession, regarding said incident including any such non-confidential documents or information received from, or submitted by the NON-SIGNATORY AIRLINE to, the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Airport or the operations being conducted on the Airport. AUTHORITY agrees to protect all confidential and/or proprietary information to the extent provided in such documents to AUTHORITY, except as required by a court of competent jurisdiction or law.

To the full extent permitted by applicable law, the NON-SIGNATORY AIRLINE 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 any storage, use, spills, discharges, or releases of Hazardous Substances on the Airport caused by the fault, conduct, act, omission and/or negligence of NON-SIGNATORY AIRLINE and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the NON-SIGNATORY AIRLINE shall continue for as long as the AUTHORITY remains responsible for any spills, discharges, or releases of Hazardous Substances. This indemnity shall not apply to the extent said use, spills, discharges, or releases are caused by the fault, conduct, act, omission and/or negligence of the AUTHORITY or caused by a third party with whom NON-SIGNATORY AIRLINE had no contractual relationship (including a pre-existing subsurface condition).

If NON-SIGNATORY AIRLINE fails to comply with any applicable environmental laws, regulations or rules, AUTHORITY may, after first providing written notice and opportunity for NON-SIGNATORY AIRLINE to address, take necessary measures to ensure compliance with environmental requirements all at NON-SIGNATORY AIRLINE's expense.

Upon termination of its operations at the Airport, the NON-SIGNATORY AIRLINE will remove or remediate Hazardous Substances released or deposited on Airport, including in the soil and groundwater, by NON-SIGNATORY AIRLINE and/or its employees, agents, contractors, guests and/or invitees such that it conforms with applicable clean-up requirements under applicable environmental laws.

The provisions of this paragraph will survive any termination of NON-SIGNATORY AIRLINE's operations at the Airport.

4. Definitions

"Affiliate Airline" shall mean any Air Transportation Company that (i) is a parent or subsidiary of a Signatory or Non-Signatory Airline, or (ii) operates at the Airport under a trade name of a Signatory or Non-Signatory Airline and uses the Signatory or Non-Signatory Airline's two-letter designator code for its flights serving the Airport, or (iii) operates at the Airport using a trade name of a parent or subsidiary of the Signatory or Non-Signatory Airline and uses the two-letter designator code of such parent or subsidiary for its flights serving the Airport.

"Aircraft Parking Position" - an area of paved ground surface designated by the AUTHORITY as available for parking or temporarily storing aircraft on the Airport.

"Airfield" - the area at the Airport used for the landing, taking-off, and taxiing of aircraft; consisting, among other things, of runways, taxiways, approach and safety zones, hold aprons, lighting and navigation easements and facilities, and related appurtenances, as it and they exist at the time of execution hereof and as it may, from time to time, be altered in the future.

"Airfield Cost Center" – costs for operating the Airfield including related debt service, if any.

"Airport" - Missoula Montana Airport, including all its surface and sub-surface structures and appurtenances, its approach and runway safety zones, its easements and facilities, whether or not located within the Airport's physical boundaries as it exists at the time of execution hereof and as it may, from time to time, be altered in the future.

"Airport Director" - the chief administrator for the AUTHORITY or his designee.

"Airport Equipment" - those facilities and/or equipment owned by the AUTHORITY and provided to Air Transportation Company for a fee, and which may include, but not be limited to, baggage makeup conveyors or devices, baggage claim conveyors or devices, passenger loading bridges, 400 hertz or other ground electrical power systems, or preconditioned air devices or systems. A list and associated fees can be found in Exhibit A.

"Airport Revenue Bonds" - bonds, notes, or other evidence of indebtedness authorized and issued by the AUTHORITY for the purpose of financing or re-financing the modernization, expansion, renewal or replacement, or further development of the Airport, which bonds, notes, or other evidence of indebtedness are secured primarily, if not solely, by a pledge of Revenues derived from the operation of the Airport. Airport Revenue Bonds shall not include special facility revenue bonds issued for the benefit of less than all Air Transportation Companies operating at the Airport.

"Air Transportation Company" - A company for hire engaged in the business of one or more of the following: transporting persons, property, cargo, and mail, by aircraft.

"AUTHORITY" - The Missoula County Airport Authority including such person or persons as may be authorized by AUTHORITY to act for the AUTHORITY with the respect to all matters pertaining to this Resolution.

"CHARTER" any air service that is not part of an Air Transportation Company's published schedule and operated for specific unscheduled itineraries.

"Debt Service" - the amount required during any period for the accrual of principal of, interest on, and premium, if any, and other fees and amounts associated with all series of existing and future Airport Revenue Bonds or other debt, all as set forth in any Bond Ordinance.

"Enplaned Passengers" - all local boarding, interline transfer, and intra-line transfer revenue passengers at the Airport,

"Federal Aviation Administration" or "FAA" - the agency of the United States government created pursuant to the Federal Aviation Act of 1958, as amended, or any successor agency, or additional agency having jurisdiction of Air Transportation and oversight of airports involved in the conduct of Air Transportation including the Transportation Security Administration.

"Fiscal Year" - that twelve-month period commencing each July 1st and concluding the next succeeding June 30th which conforms to the AUTHORITY's annual accounting period for its general accounting purposes at the time of entering into this Agreement.

"Ground Handling Company" - a business which services an Air Transportation Company's aircraft while it is on the ground and parked at a terminal gate at the Airport.

"Landing Fee" - the unit rate, measured in dollars and cents per thousand pounds of Maximum Landing Weight, as set forth on Schedule 2.

"Maximum Landing Weight" – the maximum weight at which an aircraft type may be landed at the Airport by an aircraft operator as approved by FAA for that aircraft type.

"Non-Signatory Airline" - an Air Transportation Company that has not executed an AIRLINE USE AGREEMENT and who is subject to the terms of this Resolution.

"Rules and Regulations" or "Primary Guiding Documents" - the body of requirements published and placed into effect from time to time by the AUTHORITY for the governance of the Airport, its tenants, licenses, and invitees, while on Airport property.

"Scheduled Air Transportation" - the conduct of air transportation by an Air Transportation Company (holding a certificate granted pursuant to Federal Aviation Regulations, Part 121), a foreign air carrier (holding a certificate granted pursuant to Federal Aviation Regulations, Part 129), or a commuter air carrier (holding a certificate granted pursuant to Federal Aviation Regulations, Part 135) according to schedules that are published periodically in advance, both



in specialized printed publications and in major computerized reservation systems, which schedules are available to travel agents and to the general public.

"Signatory Airline" - an Air Transportation Company that has executed an AIRLINE USE AGREEMENT with the AUTHORITY and rents a minimum of 1000 square feet of Exclusive Use Premises.

"Terminal" - means that area of the Airport including, but not limited to, passenger holdrooms or concourses, ticketing and baggage claim areas, concessions areas, Airline and Authority offices and work areas, and sidewalks and roadways immediately adjacent thereto.

"Terminal Cost Center" - costs for operating the Terminal including related debt service, if any.

"Use Resolution" - this Resolution adopted by the Board of Commissioners of the Missoula County Airport Authority that sets forth the rates and fees which apply to Non- Signatory Airlines.

**Missoula County Airport Authority
Agenda Action Sheet**

Meeting Date: February 24th, 2026

1. **TITLE:** Rocky Mountain Transportation Off Airport Rental Car Agreement

Review, discussion and possible approval of an agreement with Rocky Mountain Transportation for Off Airport Rental Cars (Dollar) **ACTION ITEM**

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

3. **TIME REQUIRED:** 10 Minutes

4. **BACKGROUND INFORMATION:** Dollar Car Rental has been operating as an off-airport rental car company at the Missoula Montana Airport for many years. Off-airport rental car companies may pick up and drop off customers at the airport, but may not conduct any business on airport property. All off-airport car rental companies operating the airport are required to have an Off Airport Rental Car Agreement which denotes payment terms and regulations for operating at the airport. Dollar Car Rental's most recent agreement was signed in June 2025 for a 5-year term terminating in June of 2030.

In December 2025, MCAA staff were notified by the current operator of Dollar Car Rental, Clark Fork Valley Rentals Inc., of their intent to sell the business to Rocky Mountain Transportation. Subsequently, MCAA staff met with Rocky Mountain Transportation to discuss airport operations, requirements and contract terms. The attached agreement with Rocky Mountain Transportation maintains the same agreement provisions as the prior operator's agreement including the termination date of June 2030.

5. **BUDGET INFORMATION:** Off Airport Car Rentals are charged 10% of gross receipts as a contract fee.

6. **SUPPLEMENTAL AGENDA INFORMATION:** Rocky Mountain Transportation Off Airport Rental Car Agreement

7. **RECOMMENDED MOTION:** Move to approve the Off Airport Rental Car Agreement with Rocky Mountain Transportation

8. **PREPARED BY:** Tim Damrow

9. **COMMITTEE REVIEW:** None

OFF AIRPORT RENTAL CAR AGREEMENT

This Off Airport Rental Car Operation and Facilities Use Agreement (“the Agreement”) is made and entered into this _____ day of February, 2026, by and between the MISSOULA COUNTY AIRPORT AUTHORITY (“the Authority”) a municipal airport authority created pursuant to Montana law, and ROCKY MOUNTAIN TRANSPORTATION, LLC, dba as DOLLAR CAR RENTAL, a Montana corporation (“the Operator”).

RECITALS

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

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

Article 1 Term

- 1.1 The term of this Agreement shall commence on February 11, 2026, and terminate on June 30, 2030, unless sooner terminated as provided herein.

Article 2 Contract Fee

- 2.1 Operator shall pay to the Authority a monthly contract fee equal to ten percent (10%) of each month's gross receipts as hereinafter defined from car rentals to customers picked up at the Missoula Montana Airport (“Contract Fee”).
- 2.2 “Gross Receipts” as used throughout the Agreement means all charges which are received by Operator from its Airport Customers EXCEPT any charges that are passed directly through to the customers and from which the Operator does not earn a profit or percentage.
- 2.3 “Airport Customer” as used throughout this Agreement means anyone who is transported to or from the Airport by the Operator, its driver or agent, for the purpose of conducting a transaction for a rental car as governed by this Agreement.
- 2.4 Operator agrees to conduct its business practices and to deal with its customers with fairness and integrity. In this regard, it is expected that Operator will include in its charges to customers all of its costs, expenses and profits. However, Operator agrees that if the Contract Fee is listed as a separate charge in any of the Operator’s advertised rates or rental agreements, such separate charge shall be disclosed to the customer at the time of reservation and again at the time of the actual rental. Furthermore, if the Contract Fee is charged, it must be charged to all customers in a fair and consistent manner. Such fee shall be disclosed and shall not be listed as a surcharge or tax and shall not exceed 10%.

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

Article 3 Statements, Books and Records

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

Article 4 Audit

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

Article 5 Use of Premises

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

Article 6
Additional Obligations of Operator

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

Article 7
Indemnity and Insurance

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

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

Article 8 Default

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

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

Article 9 Assignment

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

Article 10 Successors and Assigns

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

Article 11 Non-discrimination and Other Federal Requirements

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

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

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

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

Article 12 Notice

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

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

Operator:
 Rocky Mountain Transportation, LLC
 Attn: Seth Soley
 1410 East Edgewood Drive
 Whitefish, MT 59937

Article 13 Miscellaneous

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

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

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

Missoula County Airport Authority

Rocky Mountain Transportation

Brian Ellestad, A.A.E.
Airport Director

Seth Soley
Owner

EXHIBIT A: REQUIRED FEDERAL CONTRACT PROVISIONS

The following provisions are attached and incorporated by reference into the Off Airport Rental Car Operation and Facilities Use Agreement between the Missoula County Airport Authority ("Authority") and Rocky Mountain Transportation, LLC, dba as Dollar Car Rental, a limited liability corporation registered to do business in Montana ("Operator").

1. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Operator 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, creed, sex, 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.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

- A. **Compliance with Regulations:** The Operator (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 Operator, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator 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 including amendments thereto.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Operator 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 Operator of the Operator'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 Operator 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 Authority 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 Operator will so certify to the Authority 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 Operator's noncompliance with the non-discrimination provisions of this contract, the Authority 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 Operator under the contract until the Operator complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The Operator will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Operator will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

2. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

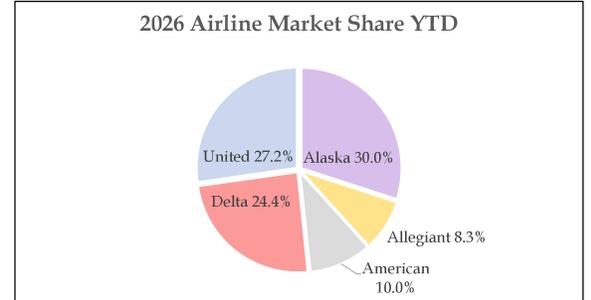
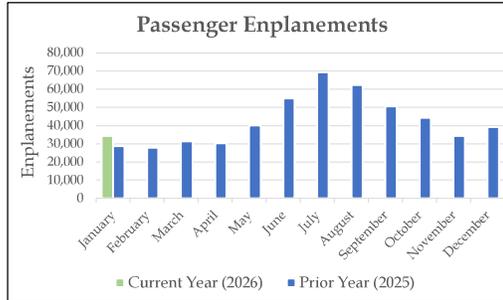
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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).

Summary

- January seats were up 13% Y/Y
- January '26 enplanements were a record high

Air Service Highlights

- Frontier Airlines has ceased operations at MSO
- CY2025 was a record year with 520,923 enplanements
- Please reach out with any comments or changes to improve our report going forward!



Tower Operations	Ops Type	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Air Carrier	741	0	0	0	0	0	0	0	0	0	0	0	0	741
Air Taxi	350	0	0	0	0	0	0	0	0	0	0	0	0	350	-5%
GA	1023	0	0	0	0	0	0	0	0	0	0	0	0	1,023	28%
Military	42	0	0	0	0	0	0	0	0	0	0	0	0	42	147%
Civil	921	0	0	0	0	0	0	0	0	0	0	0	0	921	60%
Total	2026	3,077	0	3,077	28%										
	2025	2,412	2,426	3,209	3,884	4,217	4,617	5,620	5,654	3,827	4,128	2,809	2,507	45,310	

Enplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	10,262	0	0	0	0	0	0	0	0	0	0	0	0	10,262
Allegiant	2,830	0	0	0	0	0	0	0	0	0	0	0	0	2,830	-1%
American	3,429	0	0	0	0	0	0	0	0	0	0	0	0	3,429	36%
Delta	8,349	0	0	0	0	0	0	0	0	0	0	0	0	8,349	-8%
Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sun Country	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
United	9,314	0	0	0	0	0	0	0	0	0	0	0	0	9,314	-2%
Charters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-100%
Total	2026	34,184	0	34,184	4%										
	2025	32,979	29,778	36,075	33,381	41,706	54,799	70,797	63,677	42,180	43,671	34,947	39,867	523,857	

LF	2026	2025
	71.5%	79.1%

Deplaned Passengers	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	Y/Y
	Alaska	9,284	0	0	0	0	0	0	0	0	0	0	0	0	9,284
Allegiant	2,605	0	0	0	0	0	0	0	0	0	0	0	0	2,605	-8%
American	3,120	0	0	0	0	0	0	0	0	0	0	0	0	3,120	37%
Delta	7,669	0	0	0	0	0	0	0	0	0	0	0	0	7,669	-7%
Frontier	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sun Country	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
United	9,503	0	0	0	0	0	0	0	0	0	0	0	0	9,503	1%
Charters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2026	32,181	0	32,181	3%										
	2025	31,227	29,611	35,779	34,355	43,820	59,824	69,807	59,645	40,243	41,607	35,123	39,882	520,923	

Total Pax	2026	2025
	66,365	64,206

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