

**Missoula County Airport Authority**  
**Facility and Operations Committee Meeting**

DATE: Tuesday, April 21, 2025  
TIME: 2:00 pm  
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

New Business

- Minuteman Update and Discussion

Committee will discuss Minuteman Aviation's plans for construction of a new Maintenance Hangar on the west side of the terminal and their plans for deconstruction of the existing Maintenance Hangar which is currently located on the east side of the terminal.

Possible Board Motion: Move to recommend to the Missoula County Airport Authority's Board of Commissioners the approval of Minuteman Aviation's proposal to construct a new Maintenance Hangar on the west side of the airport terminal, subject to the following conditions\_\_\_\_\_.

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

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

Members of the public can submit comments by email to: [jdavis@flymissoula.com](mailto:jdavis@flymissoula.com).

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

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April 17, 2026

Board Members,

Since a couple of you are new to the Board and a refresher for others, below is some background on the current Minuteman leases.

Background on the East Side Maintenance Hangar:

In 1989 Minuteman Aviation assumed the ground lease between Empire Airlines and MCAA for the area where the existing East Maintenance Hangar is located. Twenty-five years later in 2014, MCAA and Minuteman Aviation entered into a new ten-year ground lease that encompassed, along with other areas, the area where the existing East Maintenance Hangar continues to be located. In 2019, MCAA and Minuteman entered into a lease Addendum which specifically noted that the ground lease for the East Maintenance Hangar will not be extended.

When the 2014 ground lease was set to expire ten years later in 2024, MCAA removed the area of the East Maintenance Hangar from the ground lease for the remaining leased areas, and explicitly stated that the East Maintenance Hangar ground lease would terminate three years later in 2027. The reason provided by MCAA to Minuteman Aviation in a series of public meetings and noted in the lease recitals, was that the area of the East Maintenance Hangar is needed for future Airport expansion.

Since as early as 2008, as reflected in the Airport's Master Plan, the area of the East Maintenance Hangar has been programmed for future Airport expansion. MCAA has a duty to operate the Airport in a self-sustaining manner, and providing for the future growth of the Airport is a key component of that duty. The airport has already surpassed 2027 parking projections from the 2024 Master Plan with growth expected to continue. With that growth, the Airport needs to provide an additional 500-800 parking spaces in the coming years to keep up with demand. The Airport's Master Plan shows this parking expansion will occur in the area of the East Maintenance Hangar. Both the 2008 Master Plan and the 2025 Master Plan went through extensive review by the Federal Aviation Administration, as well as opportunities for public involvement and comment.



The 2024 ground lease is set to expire in 2027 and with that expiration comes an obligation for Minuteman Aviation to remove “any structures, fixtures, improvements or alterations to the Leased Property”(see 2024 Lease Agreement, Section 31, Paragraph a). As such, Minuteman will need to remove the East Maintenance Hangar, as well as two other smaller hangars on the east side, by 2027. This will leave most of Minuteman’s FBO operations centralized on the west side of the airport terminal.

#### Background on the Proposed Construction of a New Maintenance Hangar:

With the need to remove the East Maintenance Hangar, Minuteman has made the decision to construct a new Maintenance Hangar (west side) on the west side of the airport terminal, on land that Minuteman already has under lease. This leased land is part of the larger Minuteman lease area that is set to expire in 2046. When new facilities are proposed to be constructed on airport property, the developer must submit plans to airport staff for review and to the Board for approval. Review and consideration of those plans are governed by the airport’s Primary Guiding Documents, as well as FAA, legal, risk and other analysis.

#### Summary and Next Steps:

At the Board’s next two meetings in April and May, staff will be bringing forward recommendations that will help move along Minuteman’s construction plans for the new Maintenance Hangar (west side) and that will ensure timely removal of hangars from the east side. At this point in time, Minuteman has submitted their construction plans for the new Maintenance Hangar (west side), which staff have reviewed. While most everything is in order for a speedy review and approval, there are a few items that are outstanding and need attention. In particular, Minuteman has requested a handful of variances from our Development Guidelines, along with some other special requests.

You will see in the attached document that staff are recommending approval of a majority of their variance requests. The biggest discussion item will center around insurance and bonding of the project. The airport has not been consistent in requiring hangar project bonding in the past and has plans to enforce it going forward. This is a high dollar project for Minuteman and Airport staff feels that bonding not only protects the airport but more importantly the tenant building the project. Minuteman has worked with Meridian Construction in the past and has a good working relationship with them. TSA did level fines related to their previous project, but the owner was very responsive and quickly addressed our issues.



In addition, staff, the committee and the Board will need to wrestle with some discussions regarding new lease terms, plans for deconstruction of hangars on the east side, and how to wrap the whole package into a Development Agreement.

Minuteman is a very important tenant, and we want to make sure we treat them with the respect they deserve. You will see some suggested Staff recommendations in the attached document that we would like to discuss at our Tuesday meeting.

Brian



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**TO: Missoula County Airport Authority Board of Commissioners, Facility and Operations Committee**

**FROM: Staff**

**CC: Mike Mamuzich, Minuteman Aviation**

**DATE: April 17, 2026**

**RE: Minuteman Aviance Requests for Variance (email dated 4.15.26)**

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On April 15, 2026, Minuteman Aviation emailed Missoula County Airport Authority (MCAA) staff a list of variances to the MCAA Development Guidelines. Below is a summary of those requests and initial staff recommendations. Staff anticipate that the Facility and Operations Committee will discuss these items at their meeting on April 21, 2026. Thereafter, staff will finalize their recommendations for the full Board to consider at their monthly meeting on April 28, 2026. It is our goal that the Board will be able to pass a motion at the April 28<sup>th</sup> meeting that will allow Minuteman to continue moving forward on their construction plans, subject to any conditions that the Board may enforce.

**No temporary mobile or office without prior approval (3.3.1.3)**

Minuteman Request: Contractor needs a project/office trailer on site during the entire duration of the construction project to effectively manage the project on a day-to-day basis to complete the project.

Staff Recommendation: Approve

**Shield stored material from public view (4.16.1)**

Minuteman Request: During Construction the contractor will have equipment and material stored onsite and will not have the storage space to cover or hide either equipment or materials. In coordination with the Airport, we have designated a staging area inside the secured area for staging of the Steel Building Material – Please refer to the Submitted Contractor’s Construction Phasing and Safety for the project. We have also designated an area within the fenced construction site to store and stage equipment and material during the construction phase of the project.

Staff Recommendation: Approve

**Fences and buffers (4.17)**

Minuteman Request: Fences and Buffer are not going to be installed around the mutually agreed upon staging area of the Steel Building material inside the Airport Security Area – Please refer to the Contractor’s Construction Phasing and Safety Plan. If fencing is required, it will cause congestion in the pass-through area onto the airport grounds and severely affect the ease of movement by Airport Authority and equipment transferring material to the construction site.



Staff Recommendation: Approve. Fencing can be waived but area will need to be secured with barricades to ensure visibility for aircraft and vehicles. Additionally, any loose materials will need to be secured so they do not become FOD on the airfield.

#### **Landscaping (4.21.1)**

Minuteman Request: The area of disturbed grass and landscaping remaining after the building project including all parking pavement is very small square footage. Does not allow for berms or shrubbery to be installed in such small areas. Furthermore, please look at attached pictures of surrounding areas to show what is currently being adopted for landscaping. We are proposing re-seeding grass in the areas that will be disturbed or affected by the construction of the new hanger. We are also proposing no underground irrigation to the reseeded areas due to the small size of the effected area, cost of getting water to the small areas of grass, and the current adopted layout of the landscaping in surrounding area. Please refer to the project Civil Drawing where we have shown possible disturbance of the ground which will be reseeded back to grass. Also, the airport has a long-standing policy, that prohibits landscaping that could attract birds and varmints that could possibly cause dangerous consequences with airplane safety. Please refer to the attached pictures showing the current landscaping features. Exhibit 4.21.

Staff Recommendation: Approve

#### **Loading and service areas (4.21)**

Minuteman Request: During Construction and Phasing of the project, the Contractor will need to have unloading equipment and material access to the approved staging area inside of the Airport Security Fence and the front (east side) of the project for loading and unloading material and equipment. Please refer to the Contractor's Construction Phasing and Safety Plan for specified locations of the areas referred to. The actual project site is very small and confined with no room to maneuver for loading and unloading.

Staff Recommendation: Approve

#### **Landscaping islands (4.27.7.1)**

Minuteman Request: Landscaping islands create a problem when snowplowing parking lots in the winter. They lead to parking lots that all snow is not completely removed leading to safety issues with pedestrians slipping on ice. We propose removing the landscaping islands and using paint marking as used in other areas of the airport. The current location of the Minuteman Maintenance Hanger had landscaping islands removed and painted lines were installed. Please refer to the attached pictures for reference – Exhibit 4.27.7

Staff Recommendation: Approve

#### **Curb and Gutters (4.27.7.5)**

Minuteman Request: Perimeter lots shall have concrete curb and gutter. Due to the budget overrun of with the loss of the current Maintenance Hanger Asset (\$2.2 million appraised value) and the Cost of building a new Maintenance Hanger (currently over \$1.0 million over budget), we are asking for a variance on this requirement. Furthermore, the surrounding area of the new location does not have this requirement implemented. Please refer to the attached pictures for reference – Exhibit 4.27.7.5.

Staff Recommendation: Approve, staff would like to walk site area with MM to discuss parking and layout options.



**Development Plan submission timelines (5.1.3.3)**

Minuteman Request: Requesting for this requirement be waived. The 45-day timeline will delay the project causing scheduling issues and planned price increases by vendors, suppliers, and others. This would cause further financial harm to the lessee as current project budgeted costs are far over the initial budgeted amount.

Staff Recommendation: Approve

**Letter from water and sewer providers (5.1.3.4.2)**

Minuteman Request: Requesting the letter be waived due to the fact that it serves no purpose and is redundant. The City of Missoula Building Department along with the Water and Sewer Planning Departments are reviewing the submitted Engineer Plans for the project and will issue a building permit for the project after it Reviews the engineered design based on their current system(s) capacity.

Staff Recommendation: Approve

**Letter from Fire District (5.1.3.4.3)**

Minuteman Request: Requesting the letter to be waived due to the fact that it serves no purpose and is redundant. During the building permit approval process through the City of Missoula Building Department, along with the Fire Marshall review the submitted Engineered Stamp Plans and Designed Fire Sprinkler System for code and current system capabilities. The letter intent will be required by the building permit approval process.

Staff Recommendation: Approve

**Traffic impact study (5.1.3.4.4)**

Minuteman Request: The traffic impact for the new site will have little or no traffic impact. We are basing this off the current maintenance Hangars' traffic impact. We are requesting this requirement to be waived.

Staff Recommendation: Approve

**Public notice timelines (5.1.5.1)**

Minuteman Request: Requesting for this requirement be waived. The 15-day timeline will delay the project causing scheduling issues and planned price increases by vendors, suppliers, and others. This would cause further financial harm to the lessee as current project budgeted costs are far over the initial budgeted amount.

Staff Recommendation: Approve

**Contactors Bond (6.3.1)**

Minuteman Request: Requesting waiver of the bond requirement due to a couple of Factors:

1. Timing and Past/Present Implementation of the bond requirement.
  - a. We built the \$3 million dollar Delta Hanger for Lessee on the airport in 2021, and this bond requirement was not enforced or ever brought to either party. Thus, going into the budgeting of the current Maintenance Hanger this was not considered due to past or current practices of the Airport Authority regarding this matter. Lessee and Contractor were made aware of this Development Plan Document and the request to follow ALL related items on



March 11, 2026, via email. The application for building permit was submitted to the City of Missoula on February 19, 2026. The budget figures for this project were based off the permit set that has been submitted to the building department.

2. Overall Cost of Contractor Bonding to the project.
  - a. The cost of the Contract Bond for this project is going to be estimated to be around \$185,500.00. This is a large amount of money on top of the already budgeted figures. This cost is a huge burden on the Lessee for a project that needs to be done immediately due to the rising cost of construction and the need to comply with the airport request to move the current Maintenance Hanger location by the end of 2027. The current financial burden to the lessee is a hardship to its current operating budget. The Lessee budgeted \$4 million dollars for the construction of the new hanger building. The current budget without the bond request sits at \$5.3 million dollars and could rise due to the fluctuating cost factors in the material and labor markets. This number is not considering the loss of the current Maintenance Hanger Building that has been appraised recently for \$2.2 million dollars. We can keep go further with cost being absorbed by the Lessee to make the required building move by adding in the cost of tearing down the current Maintenance Hanger Building. At this time, the cost is in pre-budget phase, but it is not going to be a small amount of money.
  - b. We are respectfully asking for a waiver at this time in regard to the Contractor Bond requirement based on the factors listed above.
  - c. The Contractor has done many project of varying size and scope for 30 years. We have a track record of finishing jobs and working with lenders to complete projects to 100 percent of the time – no exception. We have not been asked in the past to bond private projects, but we do have a proven system in place to make sure projects are completed and everybody is held accountable. Here is how the system works:
    - i. We bill monthly on work progress completed during the last month of work or for large items (steel building material).
    - ii. We submit draw request to the client/owner or the banking institution if project is funded by a construction loan. The vendors, suppliers, and subcontractors invoices are included in the draw requests for review and approval.
    - iii. The draw request is approved by the client/owner or banking institution, and the funds are released to the Contractor.
    - iv. The funds are used to pay out all invoices submitted on the draw request. We require an executed lien waiver for each check that is written to the vendors, suppliers, subcontractors, etc. These waiver are sent to the bank institution when executed before the next draw request in sent and approved.
    - v. Final Payment on the project is paid after construction account including but not limited, receivables, payables, and executed lien waivers have been audited and verified, and a Certificate of



Occupancy has been executed with the City of Missoula Building Department.

Staff Recommendation: MSO Legal and Finance staff recommend requiring both a performance bond and a payment bond, with the Airport named as a co-obligee, to mitigate project risk and ensure contractual and financial protections are in place.

In addition, staff request further clarification on the following items, including but not limited to:

- a. Whether Minuteman's estimated cost of \$185,500 for the combined performance and payment bond, or approximately 3.5% of the \$5.3 million total construction budget, is based on a formal bond quote or estimate. If it is an estimate, staff recommend that Minuteman work with its contractor to obtain 2-3 quotes to confirm actual rates.
- b. Minuteman has indicated that naming the Missoula County Airport Authority as a co-obligee on the combined performance and payment bond would result in additional cost. Please identify the estimated incremental cost associated with adding the Airport as a co-obligee and clarify whether this amount is derived from a formal bond quote or estimate.
- c. The financing structure for the project: if the project is being financed through traditional debt, staff request confirmation as to whether the lender requires performance and payment bonds as a condition of financing.
- d. As stated in prior correspondence, if a different financial security better suits Minuteman's needs, Minuteman may propose an alternative for our consideration such as an irrevocable letter of credit, cash escrow, or similar financial instrument.

### **Tenant Payment Bond (6.3.2)**

Minuteman Request: Requesting waiver of this bond requirement due to the same reasons we have outlined for the Contractor Bond Requirement.

1. Timing and Past/Present Implementation of the bond requirement.
  - a. The Lessee and Contractor have proven history and track record. Contractor built the \$3 million dollar Delta Hanger for Lessee on the airport in 2021, and this bond requirement was not enforced or ever brought to the Lessee attention. Thus, going into the budgeting of the current Maintenance Hanger this was not considered due to past or current practices of the Airport Authority regarding this matter. Lessee and Contractor were made aware of this Development Plan Document and the request to follow ALL related items on March 11, 2026, via email. The application permit to the City of Missoula was sent to them on February 9, 2026. The budget figures for this project were based off the permit set that has been submitted to the building department.
2. Overall Cost of the Tenant Payment Bond to the project.
  - a. The cost of the Bond for this project is going to be estimated to be around \$53,000.00. This is a substantial amount of money on top of the already budgeted figures. This cost is a huge burden on the Lessee for a project that needs to be done immediately due to the rising cost of construction and the need to comply with the airport request to move the current Maintenance Hanger location by the end of 2027. The current financial burden to the lessee is a hardship to its current operating budget. The Lessee budgeted \$4 million dollars for the construction of the new hanger building. The current budget



without the bond request sits at \$5.3 million dollars and could rise due to the fluctuating cost factors in the material and labor markets. This number is not considering the loss of the current Maintenance Hanger Building that has been appraised recently for \$2.2 million dollars. We can keep going further with cost being absorbed by the Lessee to make this move by adding in the cost of tearing down the current Maintenance Hanger Building. At this time, the cost is in pre-budget phase, but it is not going to be a small amount of money.

- b. We are respectfully asking for a waiver at this time in regard to the Tenant Payment Bond requirement based on the factors listed above.
3. Alignment with Airport Staff Recommendation
    - a. The Lessee acknowledges and appreciates Airport staff's indication, as communicated via email on March 30, 2026, that they intend to recommend a variance to Section 6.3.2 and to waive the requirement for a Tenant Payment Bond. This request is consistent with that direction and is being formally submitted for Board consideration.
    - b. Given staff's stated position, along with the timing of implementation, prior project history, and the substantial and unanticipated financial impact outlined above, the requested waiver is both reasonable and appropriate under the circumstances and aligns with the Airport's intended application of these requirements.
    - c. The Lessee remains committed to fulfilling all project obligations and delivering a successful project that aligns with Airport expectations, while requesting reasonable consideration of the circumstances under which this requirement has been introduced.
  4. Consistency with Past and Current Airport Practices
    - a. Based on the Lessee's experience with prior development at the Airport, including construction of the \$3 million Delta Hangar in 2021, bonding requirements of this nature were not required or enforced at that time.
    - b. Additionally, it is the Lessee's understanding that similar projects, both past and currently under construction at the Airport, have not been subject to the same bonding requirements.
    - c. While the Lessee understands that policies may evolve over time, the introduction and application of this requirement at this stage, particularly after significant project planning and budgeting have already occurred, creates an inconsistency with past and current practices that materially impacts the feasibility of this project.
    - d. For these reasons, the requested variance is consistent with how similar projects have been historically treated and supports a fair and reasonable application of the requirement moving forward.

Staff Recommendation: Approve

#### **Claims Made Insurance (6.4.11)**

Minuteman Request: Professional Liability Coverage. We respectfully request a waiver for the Contractor on this particular request. The Contractor was not associated with the design of this project. The designing Architect is submitting their Professional Liability (Errors and Omissions)



coverage under Section 6.4.1.5 of this document. The estimated cost of this coverage is \$7,900.00. This coverage requirement will add more cost to the overall project that has ballooned over the initial estimated budgeted numbers further burdening the Lessee financially.

Staff Recommendation: Approve

### **Lease Area and Lease Term Requests**

Minuteman Request: In addition to the requested variances, we are seeking to incorporate the proposed maintenance facility into our existing FBO lease, which currently extends through 2046, rather than placing the facility under a separate agreement. Given that the maintenance facility will be located on the same lease and function as an integrated part of our ongoing operations. Maintaining a single lease structure is both practical and consistent with efficient long-term management of the site.

We are also requesting an extension of the current lease term by twelve (12) years, resulting in a revised expiration of 2058. This extension is necessary to allow for the appropriate amortization of the significant capital investment required to construct the new maintenance facility and to ensure the long-term financial feasibility of the project.

This request is consistent with the Airport's Lease/Rates and Charges Policy. Section 3.3.1 provides that lease terms should be commensurate with the level of capital improvement and investment made by the operator. Section 3.3.2 further allows for longer lease terms to be granted where substantial investment is made. Additionally, Section 3.3.4 contemplates the extension of an existing agreement when an operator undertakes additional development, and Section 3.3.4.1 indicates that extending an existing agreement is preferable to entering into a new agreement where practical.

Given these provisions, incorporating the maintenance facility into the existing lease and extending the term accordingly aligns with the intent of the Airport's established policy framework. The requested approach ensures that the level of investment being made is appropriately matched with a lease term that supports reasonable cost recovery.

In addition, Minuteman wants to increase the square footage of their leased area to encompass a proposed parking area to the north of the new Maintenance Hangar (west side), immediately adjacent to Aviation Way.

Staff Recommendation:

Staff recommend a 30-year lease term for the new Maintenance Hangar (west side) and the associated ramp area needed to support the hangar.

Staff recommend maintaining the existing lease expiration date of 2046 for the remainder of the FBO Lease areas, which represents a 30-year total lease term length. Staff recommend maintaining the existing lease term for these areas in order to ensure flexibility for future airport decision making within the lease area. Maintaining the existing lease term also reflects the relative age and maintenance needs of these older facilities.



Staff recommend including the agreement on lease area and lease term in a Development Agreement. The Development Agreement will indicate that the new 3-year lease term for the new Maintenance Hangar (west side) is contingent on completion of construction free of liens or other encumbrances, as well as contingent on successful removal of the old Maintenance Hangar (east side).

Staff recommendation is pending regarding the increased square footage for proposed parking; a site visit is needed and possibly some additional back-and-forth with Minuteman.

### **Existing Maintenance Hangar (East Side)**

Minuteman Discussion: At the Airport's request, we also want to provide an update regarding the planned deconstruction and removal of the existing maintenance hangar, which will occur shortly after operations are transitioned into the new facility. At this time, we are actively evaluating several potential options for the structure, including: (1) relocating the hangar to another location on the Airport, (2) relocating the hangar to an off-airport site, or (3) selling the structure with removal and relocation to be completed by the purchaser.

We are committed to coordinating this process with the Airport and ensuring that the existing structure is removed in a manner that aligns with Airport expectations and project timelines.

#### Staff Recommendation:

Staff recommend that Minuteman provide additional information on plans for the deconstruction of the old Maintenance Hangar (east side) including timeline, costs and funding plan.

Staff recommend including provisions in a Development Agreement that specify timelines and responsibilities for completion for deconstruction of the old Maintenance Hangar (east side). Completion of deconstruction should be a precondition of granting a 30-year lease for the new Maintenance Hangar (west side).

Staff recommend Minuteman provide to the Airport a financial guarantee, bond, letter of credit or other secured financial instrument that demonstrates sufficient funding is available to complete the deconstruction project. This should be provided before the Development Agreement is presented to the Board for approval.



March 30, 2026

Hi Mike,

Thanks for the quick response and hoping we can provide clarity and answers to your questions. We appreciate the periodic project updates as requested by our board and subsequent follow-up review meetings. I apologize for the confusion surrounding the Development Guidelines and please know that from the airport side we are putting this through an accelerated review.

As I am sure you are aware, the airport has had Primary Guiding Documents in place for decades which outline several things in addition to the development process at the airport. The scope of the project will determine the level of impact and subsequent requirements for development. Historically, most of our projects here have been relatively low-impact airside hangars. Being that this is a large project affecting multiple land and airside areas we want to ensure both parties have completed a thorough review.

We acknowledge that many of our guiding documents are denoted as "Draft" as we are in the final stages of approval of an updated set of these documents. Please note that there are no material differences or additional requirements between the currently approved documents and the draft versions, merely formatting which is why the "Draft" versions were presented.

These documents also outline the process to request a variance to any of the elements in the Primary Guiding Documents. The airport will accept your attached Review Letter as a formal request for variance on the applicable sections. This variance process ensures open communication and is consistent with other projects occurring at the airport. It should be concluded but want to be transparent in that the goal (Development Guidelines 1.3) of the Guiding Documents and associated requirements are meant to provide protection to not only the authority but also our tenants. If Minuteman desires to submit additional variances and/or desires to provide greater detail and explanation in you request for a variance, please provide those as soon as possible so that we can continue to expedite our review.

In the hope that this is helpful, here is a high-level overview of our process which is otherwise spelled out in more detail in 5.1. of our Development Guidelines:

- Pre-Submittal Meeting and Conceptual Plan Phases: Developer and airport staff work collaboratively to develop project, scope and timeline;
- Development Plan Phase: Developer submits plans and documents for review and board approval, including any requests for variances;
  - Airport staff review plans against airport PGDs and asks clarifying questions of Developer;
  - Airport staff provides recommendations to the airport board regarding Developer's requests for variances and any staff recommended project conditions;



- Airport board considers project approval, including variances and staff recommended conditions.

Keep in mind that outside of this development review process, we will also need to work on a new lease for the West Maintenance Hangar, a lease addendum to the Minuteman West lease, and a Development Agreement that details the respective roles of Minuteman and the airport for the west side development and east side deconstruction.

Please also note that timely performance of the deconstruction of the old maintenance hangar remains an important part of the overall approval process. Ideally the airport would have confirmation from Minuteman that they have performed the necessary due diligence on scope, costs, financing and timeline for the deconstruction project in unison with Minuteman's construction of the replacement maintenance hangar. While we recognize that Minuteman has fallen behind on this aspect of the project, it remains a priority for the airport. As such, Minuteman's obligations for the deconstruction project will be included in the Development Agreement that we intend to execute with Minuteman in April or May. Your efforts to provide a written proposal on Minuteman's plans for deconstruction will be extremely helpful in order to finalize that Development Agreement in a timely matter. Please keep in mind that the board may also require a performance bond on this aspect of the project.

Below are detailed answers to the questions you posed in your email and attachments last week:

#### **Minuteman Requests for Variance (email dated 3.24.26)**

##### **Fencing (4.17)**

Q: Do we need to fence the staging area inside the secured airport area that we have identified on our Construction, Planning, Phasing and Security Drawing we have submitted to the airport?

A: Staff will recommend approving a variance to the fencing requirement but needs to ensure that items in this area will not pose a safety risk (windblown debris, etc) for the airfield or transiting aircraft. Please revise plan to show safety barricades surrounding this area. Being that the airport is providing construction fencing at no-cost to Minuteman, this area could also be included if needed.

##### **Landscaping (4.21)**

Q: We have talked about landscaping in great length during the process. I understood that the Airport didn't want any landscaping as mentioned above due to them attracting birds, varmints and other animals that could cause trouble to the overall operation of the airport. Is this just the airport wanting to see on the construction drawing showing seeding grass in the areas that are not paved or having concrete in place? Is this something we need to add to the overall cost of the contract?



A: The airport is requesting that landscape improvements to affected areas be noted on the construction drawings. This could be as simple as noting "seeded grass upon completion".

#### **Parking (4.27)**

Q: Again, the additional landscape mentioned above is not included in the contract at this point. We also need to check with Architect that 4.27.27 (Other) has been adopted in the current drawings that have been submitted to the City of Missoula. If they have not, the overall contract cost will be effective to make these changes.

A: Staff will recommend waiving the requirements for landscape islands as noted in 4.27.7.1 but will require additional conversation on parking layout. As drawn, the parking layout shows area not currently under lease and which requires the removal of existing airport paved parking. We believe there is an easy solution here and will talk through some options during our next meeting.

#### **Procedures for Approval (5)**

Q: Regarding procedures for approval. I know we have completed and have some of the above requirements in process. However, the Development Guidelines above are very detailed and adding a lot of required information and procedures that have not been considered with the costing of this project. Also, some of the requirements for public meetings will delay the project further than the May 1<sup>st</sup> approximate start date. If we need to incorporate all of these, there will be considerable cost added to the overall project for time, drawing, and additional winter expenses that will be incurred if the project start date is pushed back to accommodate all the above requirements. I need clarifications on what they are requiring.

A: Staff are prepared to recommend a variance that will speed up the procedures for approval and staff are already reviewing on an expedited basis based on Minuteman's construction timeline. For this project, staff will recommend that prior meetings with airport staff and board will meet the requirements for a pre-submittal meeting, the submission of a conceptual plan and related requirements. Staff recommends acknowledging that the project is presently within the procedural stages associated with Minuteman's Development Plan (5.1.3) submittal and the applicable related requirements. Minuteman should request any needed variance in Section 5.1., please send those along as one comprehensive package, including your Development Plan, at your earliest convenience. Our goal is to get as much information before our board at their meeting on April 28, 2026, in the hope that they are able to make a decision.

#### **Contractors Bond (6.3)**

Q: Bonding adds very large additional cost to the overall contract price. On a project of this size, you can expect a cost of 2%-3% of the total overall contract price. The Development Review Document is



not asking for just a contractor bond, but a tenant bond as well. This requirement will cost you approximately 4%-6% of the total overall contract price. Performance and Payment bonds were not required on the West Ramp Hanger we build for you in 2021. We usually don't see this requirement on private jobs we have completed. They are usually required on all Government and Municipal Projects.

A: The applicable bonding requirements are intended to protect not only the lessee but also the airport authority. Staff will recommend a performance bond and a payment bond, with the airport named as a co-obligee. If a different financial security better suits Minuteman's needs, Minuteman may propose an alternative for our consideration such as an irrevocable letter of credit, cash escrow, or similar financial instrument. Staff will recommend a variance to 6.3.2 and recommend to waive our requirement for a Tenant Payment Bond. Please keep in mind that the board may also require a performance bond on the east side deconstruction project as well.

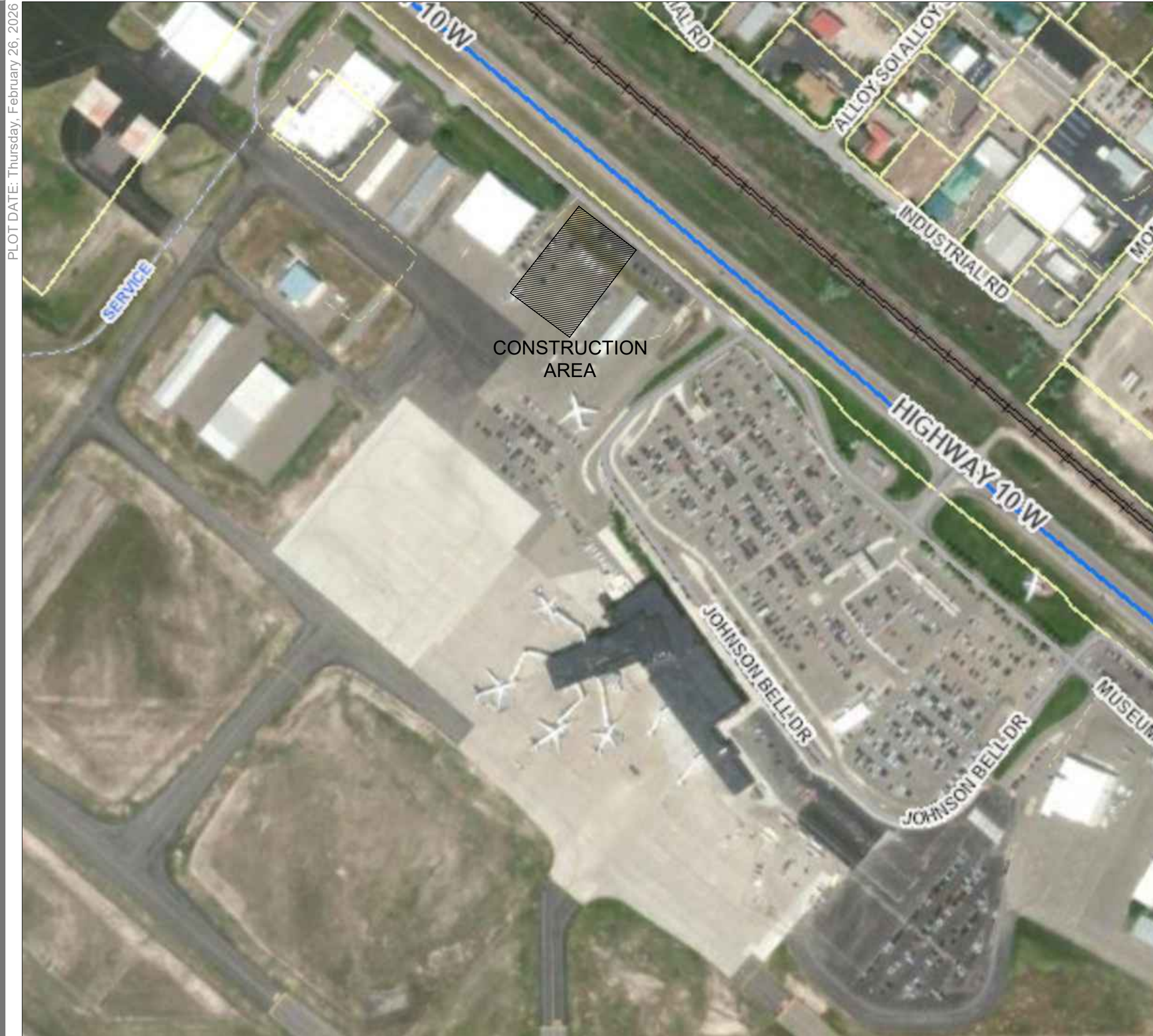
#### **Insurance (6.4)**

Q: There are some expensive requirements they are talking about that will certainly drive up the cost to build. I need clarification on areas highlighted in blue above. If the highlighted areas are enforced the contract overall cost will increase. Need clarification from the Airport Authority.

A: Similar to bonding requirements, insurance requirements are meant to protect the tenant/lessee and the authority. As Minuteman has an existing lease with the authority the requirements in 6.4.1.1 – 6.4.1.4 are considered satisfied. Please provide an updated certificate of insurance (Commercial General Liability and Commercial Automobile Liability), with the airport named as an additional insured, to confirm. Staff do not recommend a variance to the requirement for a builder's risk policy and the airport will need to be added as an additional insured under that policy. Additionally, at this time, staff do not recommend a variance from the requirements of Section 6.4.1.5, which addresses Professional Liability (Errors and Omissions) insurance for engineers and architects. With respect to Section 6.4.5, the airport entity, officers, officials, employees, and agents, shall be named - when applicable - as additional insureds on all required insurance policies where such status is available, including Commercial General Liability, Commercial Automobile Liability, and Builder's Risk policies.

#### **Signage (4.32)**

Future Consideration: When Minuteman is ready to pursue signage outside of the scope of the existing plan set, please reach out to our team and we would be happy to review for consistency and conformance.



True North  
 Overall Airport Site Image  
 A1.2  
 0 50 300 600'  
 SCALE: 1" = 300'

**General Work Staging and Operations Requirements:**

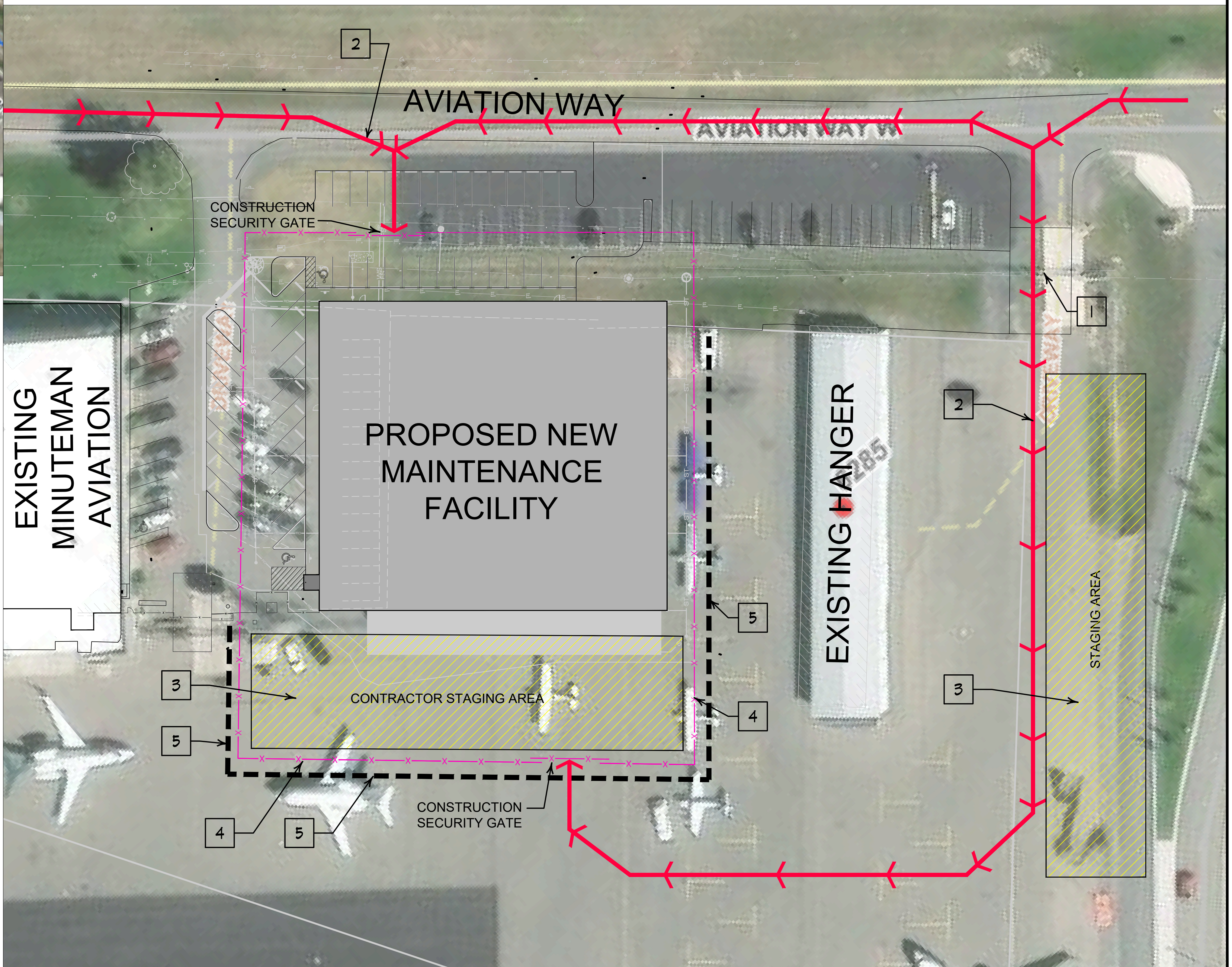
1. A MANDATORY PRE-CONSTRUCTION CONFERENCE WILL BE HELD PRIOR TO ISSUANCE OF NOTICE TO PROCEED. THE CONTRACTOR WILL BE REQUIRED TO DISCUSS DETAILS OF HOW THEY EXPECT TO CONDUCT THEIR OPERATIONS DURING CONSTRUCTION. THESE DETAILS SHALL INCLUDE THEIR BEST ESTIMATE OF TIMING ON SUCH THINGS AS DELIVERY OF MATERIALS AND THE COMMENCEMENT OF THE VARIOUS CONSTRUCTION ACTIVITIES AS PER THE SCHEDULE OUTLINED IN THE PLANS AND SPECIFICATIONS.
2. OPERATION AND SCHEDULED MEETING WILL BE HELD WEEKLY AT A TIME TO BE DETERMINED AT THE PRE-CONSTRUCTION CONFERENCE.
3. PERSONAL VEHICLE PARKING IS NOT ALLOWED ON ANY AIRPORT PAVEMENTS OR ANY OTHER LOCATIONS OTHER THAN THE DESIGNATED PARKING AREA LOCATED ON LANDSIDE. DO NOT BLOCK ACCESS THROUGH ANY GATES.
4. A GATE GUARD MAY BE REQUIRED FOR THIS PROJECT IF THE CONTRACTOR NEEDS TO LEAVE A GATE OPEN FOR HAUL OR DELIVERY TRAFFIC. IF NEEDED, A GATE GUARD WILL BE REQUIRED AT THE DEPOSITORY SITE FOR THIS PROJECT. GATE GUARDS WILL BE REQUIRED TO HAVE BADGE BY PUBLIC SAFETY. GATE GUARD WILL BE REQUIRED TO KEEP A LOG BOOK OF ALL ENTRANTS TO INCLUDE: NAME, TIME ENTERED, TIME EXITED, COMPANY, AND PURPOSE. GATE GUARD SHALL HAVE A RELIABLE MEANS OF COMMUNICATION (EITHER CELL PHONE OR RADIO) TO CONTACT THE PROJECT SUPERINTENDENT IF NEEDED.
5. THE PRIME CONTRACTOR'S SUPERINTENDENT MUST BE ON SITE AT ALL TIMES DURING CONSTRUCTION. REGARDLESS OF THE DAYS CONSTRUCTION OPERATIONS. WITHOUT THE SUPERINTENDENT ON SITE, CONSTRUCTION OPERATIONS WILL NOT BE ALLOWED TO PROCEED.
6. ALL OPERATIONS ON ROADS INSIDE THE AIRFIELD SHALL OBSERVE THE 15 MPH SPEED LIMIT AT ALL TIMES. ALL VEHICLE/EQUIPMENT OPERATORS SHALL HAVE DRIVER'S TRAINING PROVIDED BY AIRPORT PUBLIC SAFETY. UNLESS OTHERWISE APPROVED BY THE ENGINEER AND OWNER, NO CONTRACTOR VEHICLES SHALL DEVIATE FROM THE ROUTES AND PATTERNS INDICATED IN THE PLANS.
7. PRIOR TO ANY ANY CONTRACTOR OR SUBCONTRACTOR PERSONNEL WORKING ON THE SITE, THEY MUST HAVE GONE THROUGH THE AIRPORT'S SECURITY BADGING PROCESS. THE BADGING COST IS \$45 PER PERSON AND SHALL BE COVERED BY THE CONTRACTOR. ALL BADGES WILL NEED "AIRPORT OPERATIONS AREA" (AOA) CLEARANCE.
8. CONTRACTOR IS REQUIRED TO PROVIDE FULL ACCESS FOR PUBLIC SAFETY OPERATIONS AND AIRCRAFT RESCUE AND FIRE FIGHTING OPERATIONS.
9. ACTIVE PAVEMENTS AND ALL HAUL ROUTES SHALL BE KEPT CLEAR OF WASTE AND LOOSE MATERIAL AT ALL TIMES BY THE CONTRACTOR. COST TO CLEAN AND SWEEP AT THE OWNER'S REQUEST SHALL BE INCIDENTAL TO THE PROJECT.
10. ANY DAMAGE TO THE STAGING AREA, HAUL ROUTES, AIRPORT ACCESS OR ANY AIRPORT FACILITY CAUSED BY THE CONTRACTOR SHALL BE REPAIRED IMMEDIATELY TO THE SATISFACTION OF THE ENGINEER, AT THE CONTRACTOR'S EXPENSE.
11. ALL CONTRACTOR VEHICLES AND EQUIPMENT SHALL BE MARKED WITH THE CONTRACTOR'S NAME OR LOGO AND A STANDARD AMBER STROBE AFFIXED ON THE VEHICLE OR EQUIPMENT'S HIGHEST POINT.
12. THE REQUIREMENTS OF THE CONTRACTOR OPERATIONS ON THE AIRPORT NOTED IN THE PLANS AND SPECIFICATIONS WILL BE STRICTLY ADHERED TO. VIOLATION OF THE REQUIREMENTS WILL BE NOTED BY THE ENGINEER IN WRITING TO BOTH THE CONTRACTOR AND THE OWNER. OWNER CAN ORDER WORK TO HALT IF THE CONTRACTORS OPERATIONS JEOPARDIZE AIRPORT OPERATIONS.
13. REFER TO THE CONSTRUCTION OPERATIONS DRAWING AND SPECIAL PROVISIONS FOR FURTHER DETAILS ON CONSTRUCTION OPERATIONS.
14. IF THERE ARE ANY OTHER PROJECTS OCCURRING IN THE VICINITY AT THE SAME TIME, CONTRACTORS TO COORDINATE WITH EACH OTHER, ENGINEER, AND AIRPORT MANAGEMENT IF THERE ARE ANY CONFLICTS WITH OPERATIONS.

**Key Notes:**

- 1 CONSTRUCTION ACCESS SECURITY GATE. ALL VISITORS MUST BE LOGGED IN BY THE CONSTRUCTION MANAGER. ALL CONSTRUCTION TRAFFIC MUST OBEY AIRSIDE DRIVING RULES AND REGULATIONS AS DIRECTED BY AIRPORT PUBLIC SAFETY.
- 2 CONTRACTOR HAUL ROUTE. ACCESS IS REQUESTED TO COME THROUGH AVIATION WAY AND REMAIN OFF MAIN TERMINAL ENTRANCE AS MUCH AS POSSIBLE. CONTRACTOR RESPONSIBLE FOR MUTCD TRAFFIC CONTROL AND WARNING OF CONSTRUCTION TRAFFIC SIGNAGE.
- 3 CONTRACTOR STAGING AREA. EXACT SIZE, LOCATION, REQUIREMENTS TO BE COORDINATED WITH AIRPORT MANAGEMENT. AIRPORT MANAGEMENT WILL PROVIDE TEMPORARY FENCING TO DELINEATE STAGING AREA, BUT CONTRACTOR RESPONSIBLE TO ERECT/MAINTAIN FENCE AND STAGING AREA. CONTRACTOR SHOULD BE AWARE OF PROXIMITY TO AIRCRAFT AND THE POTENTIAL FOR JET BLAST.
- 4 CONSTRUCTION OPERATIONS ARE NOT ALLOWED TO CROSS "TOFA" WITHOUT APPROVAL FROM ENGINEER AND AIRPORT MANAGEMENT.
- 5 8' AIRPORT LOW-PROFILE BARRICADES. AIRPORT TO PROVIDE LOW-LEVEL DELINEATORS AND LIGHTS SIMILAR TO NEUBERT AERO CORP. FOR USE ON PROJECT. CONTRACTOR TO PLACE AND MAINTAIN RED SOLAR BARRICADE LIGHTS. BARRICADE SHALL BE SECURED (I.E. FILLED WITH WATER) TO AVOID BEING MOVED BY JET BLAST OR WIND. LOW PROFILE BARRICADES TO BE SET 4' END TO END MINIMUM OR AS DIRECTED BY THE ENGINEER. BARRICADES TO BE MARKED WITH REFLECTIVE, DIAGONAL, ALTERNATING ORANGE AND WHITE STRIPES.

**Legend:**

- HAUL ROAD / MATERIAL FLOW
- SECURITY FENCE / TAXIWAY OBJECT FREE AREA (TOFA)
- LOW-PROFILE BARRICADES - PROVIDED BY AIRPORT, INSTALLED BY CONTRACTOR



True North  
 Site Plan Detail  
 A1.2  
 0 15 30 60'  
 SCALE: 1" = 30'

**Minuteman Aviation Maintenance Hangar**

6337 Aviation Way W.  
 Missoula, MT 59808

- ISSUE
- PRELIMINARY REVIEW SUBMITTAL
  - 45% REVIEW SUBMITTAL
  - 80% REVIEW SUBMITTAL
  - 100% FINAL REVIEW SUBMITTAL
  - PERMIT SUBMITTAL
  - BID SET
  - CONSTRUCTION SET
- REVISIONS

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Project Number 23-083  
 Project Issue Date FEBRUARY 26, 2026

**CONSTRUCTION SAFETY AND PHASING PLAN**

