

**NOTICE OF A REGULAR MEETING OF
THE FRIEDMAN MEMORIAL AIRPORT AUTHORITY**

PLEASE TAKE NOTICE that a regular meeting of the Friedman Memorial Airport Authority shall be held Tuesday, February 13, 2018 at 5:30 p.m. at the old Blaine County Courthouse Meeting Room Hailey, Idaho. All matters shall be considered Joint Decision Matters unless otherwise noted. The proposed Agenda for the meeting is as follows:

AGENDA

February 13, 2018

- I. APPROVE AGENDA**
- II. PUBLIC COMMENT (10 Minutes Allotted)**
- III. FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETING MINUTES OF:**
 - A. January 9, 2018 Regular Meeting – Motion to Approve – **Attachment #1**
- IV. REPORTS**
 - A. Chairman Report
 - B. Blaine County Report
 - C. City of Hailey Report
 - D. Fly Sun Valley Alliance Report
 - E. Airport Manager Report
- V. AIRPORT STAFF BRIEF (5 Minutes Allotted)**
 - A. Noise Complaints
 - B. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data – **Attachments #2 – #4**
 - C. Airport Commercial Flight Interruptions (unofficial)
 - D. Review Correspondence – **Attachment #5**
- VI. ACTION**
 - A. NEW BUSINESS
 1. None
 - B. CONTINUING BUSINESS
 1. Consideration of Parking Lot Management Agreement items including Budget, Operations Plan, and Parking Lot Equipment Acquisition – **Attachments #6**
 2. Consideration of FMAA Resolution Regarding Contracting Authority – **Attachment #7**
 3. Consideration of Procedures for Enacting Airport Regulations – **Attachment #8**
- VII. DISCUSSION AND UPDATES**
 - A. NEW BUSINESS
 1. Terminal Concession Services
 - B. CONTINUING BUSINESS
 1. Construction and Capital Projects
 - i. Runway Pavement Maintenance
 - ii. Terminal Air Carrier Apron and Parking Lot Improvements
 2. Airport Planning Projects
 - i. Environmental Assessment for Runway Protection Zone and Obstruction Removal
 3. Misc.
 - i. Communications Request for Proposal (RFP)
- VIII. PUBLIC COMMENT**
- IX. EXECUTIVE SESSION –**
 - I.C. §74-206 (c) To acquire an interest in real property which is not owned by a public agency
 - I.C. §74-206 (f) To communicate with legal counsel to discuss legal ramifications for controversy imminently likely to be litigated
- X. ADJOURNMENT**

FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETINGS ARE OPEN TO ALL INTERESTED PARTIES. SHOULD YOU DESIRE TO ATTEND A BOARD MEETING AND NEED A REASONABLE ACCOMMODATION TO DO SO, PLEASE CONTACT THE AIRPORT MANAGER'S OFFICE AT LEAST ONE WEEK IN ADVANCE BY CALLING 208-788-4956 OR WRITING TO 1616 AIRPORT CIRCLE, HAILEY, IDAHO 83333.

III. FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETING MINUTES OF:

A. January 9, 2018 Regular Meeting – Motion to Approve - Attachment #1

IV. REPORTS

A. Chairman Report

This item is on the agenda to permit a Chairman report if appropriate.

B. Blaine County Report

This item is on the agenda to permit a County report if appropriate.

C. City of Hailey Report

This item is on the agenda to permit a City report if appropriate.

D. Fly Sun Valley Alliance Report

This item is on the agenda to permit an Airport Manager report if appropriate.

E. Airport Manager Report

This item is on the agenda to permit a report if appropriate.

V. AIRPORT STAFF BRIEF - (5 Minutes Allotted)

A. Noise Complaints in January 2018

LOCATION	DATE	TIME	AIRCRAFT TYPE	INCIDENT	ACTION/RESPONSE
North Hailey	12/17/2017	1:45 p.m.	Prop	This complaint was missed in December. Piaggio aircraft landed from the north due to IFR and fog on the south end of the airport. Caller advised the aircraft was very low over his house.	Caller left no return number for follow-up.
North Hailey	1/29/2018	3:20 p.m.	Jet	Departing jet. Caller advised jet sat on tarmac idling for a long time.	Caller stated no return call was necessary.
Bellevue	2/1/2018	3:07 a.m.	Prop	Arriving prop plane flew low over her house and woke her up. She was unable to go back to sleep.	Air St. Luke's Lifeflight. Ops Manager left message with caller advising of Lifeflight operation.
Hailey – Little indio	2/1/2018	1:00 p.m.	Jets Props Fumes	Called to file numerous complaints about jet fumes, low and loud aircraft landings and departures, high pitched whines etc. Most of these activities occur during the afternoon. She is confused about what the Airport Noise Abatement line is actually accomplishing because aircraft are still allowed to operate here. Stated the Airport detracts from the quality of life in the area and is not needed because the flights are not full anyway.	The caller stated we could call her back if we wanted. The Airport Manager called and left a message with the caller offering up the an opportunity to answer questions and clear up any misconceptions about the airport's noise abatement program. No return call from caller.
Hailey	2/5/2018	8:09 a.m.	Jet	Jet idle 20 - 30 minutes before departing at 8:05 a.m.	Caller stated no call back was necessary. It was determined this was not an aircraft but was airport operations sweeping FOD off runway with the broom.

B. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data - **Attachments #2 - #4**

Attachment #2 is Friedman Memorial Airport Profit & Loss Budget vs. Actual (unaudited)

Attachment #3 is 2001 - 2017 ATCT Traffic Operations data comparison by month

Attachment #4 is 2017 Enplanement, Deplanement and Seat Occupancy data

The following revenue and expense analysis is provided for Board information and review:

November 2016/2017

Total Non-Federal Revenue	November, 2017	\$124,852.04
Total Non-Federal Revenue	November, 2016	\$122,157.93
Total Non-Federal Revenue	FY '18 thru November	\$455,822.11
Total Non-Federal Revenue	FY '17 thru November	\$410,181.22
Total Non-Federal Expenses	November, 2017	\$230,480.79
Total Non-Federal Expenses	November, 2016	\$184,946.46
Total Non-Federal Expenses	FY '18 thru November	\$519,616.97
Total Non-Federal Expenses	FY '17 thru November	\$470,066.58
Net Income to include Federal Programs	FY '18 thru November	\$-27,596.41
Net Income to include Federal Programs	FY '17 thru November	\$-132,387.00

C. Airport Commercial Flight Interruptions (unofficial):

AIRLINE	FLIGHT CANCELLATIONS	FLIGHT DIVERSIONS
	Jan. 1 through Feb. 7 2018	
Alaska Airlines	1	None
Delta	None	10
United	1	12

D. Review Correspondence – Attachment #5

Attachment #5 is included for Board review.

VI. ACTION

A. NEW BUSINESS

1. None

B. CONTINUING BUSINESS

1. Consideration of Parking Lot Management Agreement including Budget, Operations Plan and Parking Lot Equipment Acquisition – Attachments #6

At the December meeting, the Board approved the base Parking Facilities Management Agreement with The Car Park contingent upon legal counsel review and acceptance.

Further, based on direction of the Board at the December Board meeting, staff and the Finance/Lease Committee, with the assistance of the airport's parking consultant, Chris Johnson, C.A. Johnson Consulting, have continued coordination with The Car Park to develop Budget, an Operations Plan and complete negotiations to facilitate acquisition of new parking lot equipment.

Attachment #6 is the revised Parking Lot Management Agreement. Staff is not asking for the Board to review the agreement in its entirety again – this has already been done. Rather, staff is requesting Board review of the additional language that provides the Board the ability to acquire the new parking lot equipment as part of the agreement (new language highlighted on Page 12).

Attachment #6 also includes Exhibits A-E for Board review. **Exhibit A** (Page A-1) is a diagram of the airport terminal parking lot; **Exhibit B** (Page B-1) is a Schedule of Fees for the The Car Park; **Exhibit C** (Pages C1-C6) is the Initial Operating Plan, Staffing Schedule and FY '18 Budget; **Exhibit D** is a placeholder for the Standard Operating Plan that will be included at a later date; and **Exhibit E** (Pages E-1 – E-4) contains the parking lot equipment amortization schedule, equipment cost summary, Amano equipment proposal, and spare parts list.

This contract will initiate just prior to the parking lot reconfiguration project. To assist the project, Parking Ambassadors have been included in the FY '18 budget. As described in the Initial Operating Plan, the Ambassadors will provide general customer service type duties and will also to assist the public with the new parking lot procedures and assist airport operations with traffic flow during construction. If necessary, a valet service has also been included should the parking lot reach capacity during the project. While we do not anticipate this need due to the timing of the project, it does provide a relief, if needed.

Once construction is complete, the Parking Ambassador will continue to be positioned within the terminal and parking lot as a customer service agent. As the system evolves, the goal is to transition from the full-time cashier with limited interaction abilities to an interactive ambassador or customer service-based position that has the ability to perform their parking lot parking management duties on a mobile device. Staff sees several areas where this type of operation will provide a benefit our customers.

Action requested: Staff is requesting the Board approve the Parking Facilities Management Agreement with The Car Park, LLC, as revised, and to authorize Staff to proceed with authorizing The Car Park to acquire new parking equipment as specified in the agreement.

2. **Consideration of FMAA Resolution Regarding Contracting Authority – Attachment #7**

Chairman Keirn, staff, and legal counsel are requesting the Board consider **Attachment #7** to formalize and define a tiered contracting and purchasing process for the Board Chair, Airport Manager, and Finance Committee. The document was revised per Board comment at the January meeting.

The process and Resolution will allow the Airport Manager and Chair to operate the airport in an efficient and orderly manner as it relates to contracts without being required to obtain contracting and spending approval from the entire Board, unless required by law or deemed necessary by the Chair.

Action requested: Staff is requesting the Board approve the revised Resolution Regarding Contracting Authority allowing the Airport Manager and Chair to implement the new process.

3. **Consideration of Procedures for Enacting Airport Regulations – Attachment #8**

At the January meeting the Board reviewed and discussed the existing FMAA policy for enacting airport regulations. Based on the ensuing discussion, the Board felt that, overall, the document was still applicable albeit a bit dated. The Board directed legal counsel to revise the document to make it more contemporary and additional discussion to reconsider would take place at this meeting.

Per the Board's direction, the document has been revised and is include as **Attachment #8**.

Action requested: Staff and legal counsel are requesting the Board approve the revised Procedures for Enacting Airport Regulations document.

VII. DISCUSSION AND UPDATES

A. NEW BUSINESS

1. **Terminal Concession Services**

Hannah McNeas, Owner of Jersey Girl, our current concessionaire, recently advised staff that she would be discontinuing concession services as of March 1, 2018. She cited staffing challenges and the difficult schedule as reasons.

Staff is requesting a discussion with the Board regarding options for new concession services. There is other potential interest at this time. However, staff is seeking the Board's thoughts and directions on how to best move forward with new services including the potential for a Request for Proposal process.

B. CONTINUING BUSINESS

1. Construction and Capital Projects

i. Runway Pavement Maintenance

The final pavement markings for the runway and apron are tentatively scheduled for June 5 and 6, 2018. The runway will need to be closed to complete the work, and the closure schedule is as follows: June 5th – the Runway will be closed from 8:15 am until 9:00 pm; June 6th – the Runway will be closed from 8:15 am until approximately 5:00 pm. This schedule allows early morning and late evening use of the airport for commercial service and GA traffic each of the two work days.

No presentation or discussion of this topic is planned for the meeting.

ii. Terminal Air Carrier Apron and Parking Lot Improvements

Utility Relocations – Utility relocations are complete.

Parking Lot Reconfiguration – Consultants and Staff met on January 30 to discuss the project in detail in preparation for construction. Construction will begin as soon as weather allows (estimated to be early April). IT and parking equipment issues are being coordinated, as well. A brief presentation of the construction implementation plan and update is planned for the meeting, with no decisions from the board necessary.

2. Airport Planning Projects

i. Environmental Assessment for Runway Protection Zone and Obstruction Removal

Work on the Environmental Assessment (EA) continues. FAA is currently coordinating cultural resources issues with the State Historical Preservation Office (SHPO). (By FAA rules, direct contact between the airport and/or the airport's consultants to SHPO is prohibited.) Once this coordination is complete, the Draft EA will be prepared and presented to the board and to the public. A short status update is planned for the meeting.

3. Misc.

i. Communications Request for Proposal (RFP)

Staff and the communications selection committee have been unable to meet to discuss the communications selection process.

No presentation or discussion of this topic is planned for the meeting.

VIII. PUBLIC COMMENT

IX. EXECUTIVE SESSION - I.C. §74-206 (c)

To acquire an interest in real property which is not owned by a public agency

I.C. §74-206 (f)

To communicate with legal counsel to discuss legal ramifications for controversy imminently likely to be litigated

X. ADJOURNMENT

ATTACHMENT 1

**MINUTES OF A REGULAR MEETING
OF THE
FRIEDMAN MEMORIAL AIRPORT AUTHORITY***

**January 9, 2018
5:30 P.M.**

IN ATTENDANCE:

BOARD MEMBERS: Chairman – Don Keirn, Vice-Chairman – Jacob Greenberg, Secretary - Lawrence Schoen, Treasurer – Ron Fairfax, Board - Fritz Haemmerle, Angenie McCleary, Pat Cooley
FRIEDMAN MEMORIAL AIRPORT STAFF: Airport Manager – Chris Pomeroy, Contracts/Finance Administrator – Lisa Emerick, ASC/Special Projects Coordinator/Executive Assistant – Steve Guthrie, Airport Operations Manager – Todd Emerick; Administrative Assistant/Alternate Security Coordinator – Roberta Christensen, Administrative Assistant – Cecilia Vega
CONSULTANTS: T-O Engineers – Dave Mitchell; Centerlyne – Candace Crew, Sarah Shepard; Harrison & Co. CPA, - Josh Tyree, CPA; Rexroat, Harberd & Co., - Laurie Harberd, CPA; Ricondo & Associates – Geoff Wheeler
AIRPORT TENANTS/PUBLIC: Comp Plan – Len Harlig; GCA – John Strauss; Fly Sun Valley Alliance – Carol Waller
AIRPORT LEGAL COUNSEL: Lawson Laski Clark & Pogue, PLLC – Jim Laski
PRESS:

CALL TO ORDER:

The meeting was called to order at 5:32 p.m. by Chairman Keirn.

I. APPROVE AGENDA

Airport Manager Pomeroy requested that the Board discuss rescheduling the February meeting date.

The agenda was approved with the following changes:

VI. NEW BUSINESS
C. February Meeting Date

DISCUSSION

MOTION:

Made by Vice-Chairman Greenberg to approve the agenda with the addition of a discussion of the February Meeting Date under New Business. Seconded by Board Member McCleary.

PASSED UNANIMOUSLY

II. PUBLIC COMMENT

No public comment was made.

III. APPROVE FMAA MEETING MINUTES

A. December 5, 2017 Regular Meeting (See Brief)

The December 5, 2017 Friedman Memorial Airport Authority Meeting Minutes were approved with the following changes:

VI. CONTINUING BUSINESS

B. Airport Planning Projects (See Power Point Presentation)

a. ACTION and Public Comment

i. NONE

b. Updates and Discussion

i. Environmental Assessment for Runway Protection Zone and Obstruction Removal (See Brief & PPT)

Vice Chairman Greenberg asked if the analysis of historic places near the Airport had ~~miss-identified~~ ~~misidentified~~ the Pound Homer residence as that of Ezra Pound. He also inquired about the ranking system for the Whitebark Pine species that are listed as numbers 1 and 3 in the table.

Airport Consultant Guenther responded that the Pound Homer residence was ~~mis-identified~~ ~~misidentified~~ as the Pound Homer house and should be identified as the Ezra Pound house. He also commented that the species ranking system is specific to Blaine County; the County has both highly protected and unprotected species of plants and animals; and, highly protected species do not occur on the project site.

MOTION: *Made by Vice-Chairman Greenberg to approve the December 5, 2017 Friedman Memorial Airport Authority Regular Meeting Minutes as amended. Seconded by Board Member Fairfax.*

PASSED UNANIMOUSLY

IV. REPORTS

A. Chairman Report

No report was given.

B. Blaine County Report

No report was given.

C. City of Hailey Report

No report was given.

D. Fly Sun Valley Alliance Report

Fly Sun Valley Alliance (FSVA) Director, Carol Waller, briefed the Board that the final December enplanement numbers have been received and she is pleased to see a 10% year-to-date increase. She also reported that FSVA is working to finalize the summer flight schedule.

E. Airport Manager Report (See Power Point Presentation)

Airport Manager Pomeroy briefed the Board on the following:

- The Airport experienced a successful holiday season with limited flight interruptions due to favorable weather and coordination efforts with the FAA Air Route Traffic Control Center (ZLC) in Salt Lake City.
- Final year end flight operations were comparable to last year.
- The new Snow Removal Equipment (SRE) has been delivered to the Airport.
- The new Chicago (ORD) flight reception was well received. He also reported that the outbound ORD flight on January 6th was cancelled due to weather.
- A Performance-Based Navigation (PBN) Approach Request has been submitted to the Federal Aviation Administration (FAA) for the Instrument Approach Improvements Project. It is uncertain when a response will be received.
- Airport Manager Pomeroy will be attending the Contract Tower Association Policy Board Meeting in San Antonio, Texas on January 24 -27.
- An equipment cost estimate has been received by The Car Park and under review by Staff and the Airport Parking Lot Consultant, Mr. Chris Johnson from C.A. Johnson Consultants Airport Manager Pomeroy has directed the consultant to refine the cost estimate with The Car Park for the Finance Committee to review and subsequently, the Board.

- Airport Manager Pomeroy and Chairman Keirn will review and approve a Scope of Work and conduct Fee Negotiation from Aviation for the Air Traffic Control Tower replacement options.
- In the February meeting the Board should anticipate the first public reading of the revised Ground Transportation Service Provider (GTSP) Regulation 94-1 and a presentation from Landrum & Brown on the results of the Noise Modeling Project.

Board Member Schoen asked how passengers were rerouted to Chicago on January 6th since this flight only occurs once a week.

Airport Manager Pomeroy responded that passengers were booked on the next available outbound flight with Delta, United, and Horizon.

FSVA Director Waller, commented that this event was an unplanned diversion and the airline was unable to bus the outgoing passengers in time to Twin Falls.

Glass Cockpit Aviation Pilot, John Strauss commented that because of the flight cancellation, he obtained an outbound charter flight and attributed the cancellation to limited turnaround time for the aircraft.

Airport Manager Pomeroy asked the Board if they found the flight diversion statistics information useful and if they would like Staff to continue to include this information in the Board Packet.

After Board Discussion Chairman Keirn directed Airport Manager Pomeroy to continue to include the diversion statistics in the Board Packet and place the topic on the agenda in March.

V. AIRPORT STAFF BRIEF

- A. Noise Complaints (See Brief)**
- B. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data (See Brief)**
- C. Airport Commercial Flight Interruptions (See Brief)**
- E. Review Correspondence (See Brief)**

VI. NEW BUSINESS

A. ACTION

- a. Consideration of Acceptance of FMAA Financial Statements & Other Financial Information Year Ended September 30, 2017 (See Brief)**
Rexroat, Harberd & Associates CPA, Laurie Harberd, presented the FMAA Management's Discussion and Analysis, the FMAA Financial Statements, the Notes to the Financial Statements and the Financial Statement Supplementary Information for Fiscal Year 2017.

The Board discussed and clarified aspects of Ms. Harberd's presentation, including the change to accumulated depreciation pertaining to disposal of equipment and the differences between the Statement of Cash Flows for FY '17.

Harris & Co. CPA, Josh Tyree, presented the FMAA audit process and the final issue of an unqualified, clean opinion for Fiscal Year 2017.

MOTION: *Made by Board Member Haemmerle to approve the FMAA Financial Statements for the Year Ended September 30, 2017 as presented and direct Staff to distribute to the appropriate government agencies. Seconded by Board Member Fairfax.*

PASSED UNANIMOUSLY

b. Consideration of FMAA Resolution Regarding Contracting Authority (See Brief)

Chairman Keirn briefed the Board that the proposed Resolution, composed by Airport Attorney Laski, was an attempt to streamline the contracting function of the Airport and give the Board and Staff clear guidance on procurements.

The Board discussed technical aspects of the proposed Resolution including the contracting authority, monetary limits on expenditures that require a contract, as well as approval and signatory authority for contracts.

MOTION: *Made by Board Member Haemmerle to approve the Contracting Authority Protocols as presented. Seconded by Board Member Cooley.*

MOTION WITHDRAWN

Based on guidance provided, the Board agreed that the monetary limits on expenditures needed more clarification and instructed Airport Attorney Laski to revise the document with the prescribed edits and present to the Board at the February meeting.

c. Consideration of Mountain West Bank Account for Health and/or Dependent Care Flex Spending Accounts (See Brief & PPT)

Airport Manager Pomeroy briefed the Board on the Airport Staff Health/Dependent Care Flex Spending Accounts and requested their approval to open a new account that will allow for multiple transactions in order to manage payroll contributions made to the Flex Spending Plan as the current savings account is too restrictive with the current volume of transactions.

MOTION: *Made by Vice-Chairman Greenberg to authorize Staff to close the Mountain West Bank Savings Account utilized for Flex Spending and/or Dependent Care Account Plans and open an account that will better fit the needs of the program. Seconded by Board Member Haemmerle.*

PASSED UNANIMOUSLY

B. Updates and Discussion

a. Procedures for Enacting Airport Regulations (See Brief & PPT)

Airport Manager Pomeroy recapped the December meeting discussion regarding the FMAA's Regulation that defines the procedure for enacting airport regulations and the Board's request to review the Regulation.

Airport Attorney Laski commented that the Airport's Regulations are enforced by Ordinances adopted by the City of Hailey.

Board Member Haemmerle explained the importance of having a similar if not identical policy of adoption of Regulations as the City of Hailey has for Ordinances due to the City's obligation to enforce the Airport's Regulations.

Vice-Chairman Greenberg commented that the document needs to be updated to reflect seven Board Members.

Board Member Schoen commented that based on last month's discussion, he understood that it was necessary for the Board to host three public readings in order to adopt a new airport regulation; however, the Regulation only references that two readings are necessary.

Chairman Keirn directed Airport Attorney Laski to update the document for review during the February Board meeting.

C. February Meeting Date Change

The Board discussed rescheduling the February meeting date and agreed to reschedule the meeting from February 6, 2018 to Tuesday, February 13, 2018.

MOTION:

Made by Board Vice-Chairman Greenberg to reschedule the February 6, 2018 meeting to February 13, 2018 at the Old County Courthouse at 5:30 p.m. Seconded by Board Member McCleary.

PASSED UNANIMOUSLY

VII. CONTINUING BUSINESS

A. Construction and Capital Projects (See Power Point Presentation)

a. ACTION

i. NONE

b. Updates and Discussion (See Brief & PPT)

i. Runway Pavement Maintenance

Airport Manager Pomeroy updated the Board on the Runway Pavement Maintenance project and commented that the closure schedule has been finalized with Delta Airlines. The Airport will be closed on June 5th from 8:15 a.m. to 9 p.m. and June 6th from 8:15 a.m. to 5 p.m. to allow the Delta flight to arrive in the evening and depart the following morning.

ii. Terminal Air Carrier Apron and Parking Lot Improvements (See Brief & PPT)

Airport Manager Pomeroy briefed the Board on the status of the Terminal Air Carrier Apron and Parking Lot Improvement project and commented that based on stakeholder meetings with ground transportation providers, car rental companies, and shuttle services, there will be a major reconfiguration of the parking lot to improve use and traffic flow.

T-O Engineer, Dave Mitchell, briefed the Board on the progress of the Terminal Air Carrier Apron and Parking Lot Improvements.

Board Member Schoen inquired if the car rental agencies could be relocated to the lower parking lot to allow the passengers to utilize the premier upper parking lot spots. He also commented that customers returning rented cars were prone to using public parking spaces and it would be more enforceable if the lower parking lot is dedicated for rentals.

Airport Manager Pomeroy responded that the convenience of being close to the terminal is preferred by the car rental customers and the tenant as it enables them to give better customer service by efficiently handling returns and staging vehicles.

Airport Attorney Laski commented that the car rental leases have historically identified specific premier parking spots that pertain to them in their concession agreement.

B. Airport Planning Projects

a. ACTION

i. NONE

b. Updates and Discussion

i. Environmental Assessment for Runway Protection Zone and Obstruction Removal

Airport Manager Pomeroy briefed the Board on the status of the Environmental Assessment for Runway Protection Zone and Obstruction Removal (EA) and commented that the consulting team is diligently working with the FAA to complete this task. He reported that the Board should anticipate reviewing the Draft EA at the April meeting.

ii. Airport Noise Modeling

Airport Manager Pomeroy briefed the Board on the status of the noise modeling study and commented that they should expect a presentation at the February or March meeting from Landrum & Brown.

C. Misc.

a. ACTION

i. NONE

b. Updates and Discussion

i. Communications Request for Proposals (RFP)

Airport Manager Pomeroy briefed the Board that he has submitted a Draft Communications RFP to the Board Committee for review. It is anticipated that the Committee will meet within the next few weeks to discuss the Draft RFP and update the Board at the February meeting.

VIII. PUBLIC COMMENT No public comment.

IX. EXECUTIVE SESSION – **MOTION:**
I.C. §74-206 (c)(e)(f)

Made by Vice-Chairman Greenberg to enter into executive session pursuant to Idaho Code §74-206 paragraph (c) to acquire an interest in real property, paragraph (e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations, and paragraph (f) to communicate with legal counsel to discuss legal ramifications for controversy imminently likely to be litigated. Seconded by Board Member Fairfax.

ROLL CALL VOTE:

Chairman Kelrn	Yes
Vice-Chairman Greenberg	Yes
Board Member Fairfax	Yes
Board Member Schoen	Yes
Board Member Haemmerle	Yes
Board Member McCleary	Yes
Board Member Cooley	Yes

PASSED UNANIMOUSLY

X. ADJOURNMENT

The January 9, 2018 Regular Meeting of the Friedman Memorial Airport Authority was adjourned at approximately 8:07 p.m.

Lawrence Schoen, Secretary

* *Additional resources/materials that should be reviewed with these meeting minutes include but are not limited to the Friedman Memorial Airport Authority Board Packet briefing, the PowerPoint presentation prepared for this meeting and any referenced attachments.*

**Friedman Memorial Airport
Profit & Loss Budget vs. Actual (COMBINED '18)
October through November 2017**

Ordinary Income/Expense	Oct - Nov 17	Budget	\$ Over Budget	% of Budget
Income				
4000-00 · AIRCARRIER				
4000-01 · Aircarrier - Lease Space	14,086.86	14,090.00	-3.14	100.0%
4000-02 · Aircarrier - Landing Fees	17,864.71	17,775.00	89.71	100.5%
4000-03 · Aircarrier - Gate Fees	200.00	200.00	0.00	100.0%
4000-04 · Aircarrier - Utility Fees	60.00	100.00	-40.00	60.0%
4000-05 · Aircarrier - Misc.	0.00	18,000.00	-18,000.00	0.0%
4010-07 · Aircarrier - '14 PFC App	57,758.10	55,250.00	2,508.10	104.5%
Total 4000-00 · AIRCARRIER	89,969.67	105,415.00	-15,445.33	85.3%
4020-00 · TERMINAL AUTO PARKING REVENUE				
4020-01 · Automobile Parking - Terminal	48,905.40	42,600.00	6,305.40	114.8%
Total 4020-00 · TERMINAL AUTO PARKING REVENUE	48,905.40	42,600.00	6,305.40	114.8%
4030-00 · AUTO RENTAL REVENUE				
4030-01 · Automobile Rental - Commission	42,460.98	42,000.00	460.98	101.1%
4030-02 · Automobile Rental - Counter	4,568.16	4,570.00	-1.84	100.0%
4030-03 · Automobile Rental - Auto Prkng	29,804.12	29,620.00	-15.88	99.9%
4030-04 · Automobile Rental - Utilitie	0.00	0.00	0.00	0.0%
Total 4030-00 · AUTO RENTAL REVENUE	76,833.26	76,190.00	443.26	100.6%
4040-00 · TERMINAL CONCESSION REVENUE				
4040-01 · Terminal Shops - Commission	0.00	300.00	-300.00	0.0%
4040-02 · Terminal Shops - Lease Space	0.00	2,380.00	-2,380.00	0.0%
4040-03 · Terminal Shops - Utility Fees	0.00	0.00	0.00	0.0%
4040-10 · Advertising - Commission	6,693.15	5,200.00	1,493.15	128.7%
4040-11 · Vending Machines - Commission	1,639.55	2,250.00	-610.45	72.9%
4040-12 · Terminal ATM	34.00	30.00	4.00	113.3%
Total 4040-00 · TERMINAL CONCESSION REVENUE	8,366.70	10,160.00	-1,793.30	82.3%
4050-00 · FBO REVENUE				
4050-01 · FBO - Lease Space	37,789.08	37,795.00	-5.92	100.0%
4050-02 · FBO - Tiedown Fees	27,827.10	39,000.00	-11,172.90	71.4%
4050-03 · FBO - Landing Fees - Trans.	31,641.21	25,500.00	6,141.21	124.1%
4050-04 · FBO - Commission	2,152.82	1,950.00	202.82	110.4%
Total 4050-00 · FBO REVENUE	99,410.21	104,245.00	-4,834.79	95.4%
4060-00 · FUEL FLOWAGE REVENUE				
4060-01 · Fuel Flowage - FBO	26,541.48	34,500.00	-7,958.52	76.9%
Total 4060-00 · FUEL FLOWAGE REVENUE	26,541.48	34,500.00	-7,958.52	76.9%

Friedman Memorial Airport
Profit & Loss Budget vs. Actual (COMBINED '18)
 October through November 2017

3:18 PM
 01/17/18
 Accrual Basis

	Oct - Nov 17	Budget	\$ Over Budget	% of Budget
4070-00 · TRANSIENT LANDING FEES REVENUE				
4070-02 · Landing Fees - Non-Comm./Govt	218.82	250.00	-31.18	87.5%
Total 4070-00 · TRANSIENT LANDING FEES REVENUE	218.82	250.00	-31.18	87.5%
4080-00 · HANGAR REVENUE				
4080-01 · Land Lease - Hangar	111,093.42	111,405.00	-311.58	99.7%
4080-02 · Land Lease - Hangar/Trans. Fee	2,328.50	300.00	2,028.50	776.2%
4080-03 · Hangar/Utilities (E8,11,24)	0.00	350.00	-350.00	0.0%
4080-05 · Land Lease - FMA Hangar Rentals	0.00	5,000.00	-5,000.00	0.0%
Total 4080-00 · HANGAR REVENUE	113,421.92	117,055.00	-3,633.08	96.9%
4090-00 · TIEDOWN PERMIT FEES REVENUE				
4090-01 · Tiedown Permit Fees (FMA)	9,973.00	8,500.00	1,473.00	117.3%
Total 4090-00 · TIEDOWN PERMIT FEES REVENUE	9,973.00	8,500.00	1,473.00	117.3%
4100-00 · CARGO CARRIERS REVENUE				
4100-01 · Cargo Carriers - Landing Fees	1,607.22	1,550.00	57.22	103.7%
4100-02 · Cargo Carriers - Tiedown	2,970.00	3,000.00	-30.00	99.0%
Total 4100-00 · CARGO CARRIERS REVENUE	4,577.22	4,550.00	27.22	100.6%
4110-00 · MISCELLANEOUS REVENUE				
4110-01 · Misc. Revenue	41.94			
Total 4110-00 · MISCELLANEOUS REVENUE	41.94			
4120-00 · GROUND TRANSP. PERMIT REVENUE				
4120-01 · Ground Transportation Permit	2,100.00	600.00	1,500.00	350.0%
4120-02 · GTSP - Trip Fee	640.00	600.00	40.00	106.7%
Total 4120-00 · GROUND TRANSP. PERMIT REVENUE	2,740.00	1,200.00	1,540.00	228.3%
4400-00 · TSA/SECURITY				
4400-02 · Terminal Lease	6,727.50	6,730.00	-2.50	100.0%
4400-03 · Security Prox. Cards	21,660.00	19,450.00	2,210.00	111.4%
Total 4400-00 · TSA/SECURITY	28,387.50	26,180.00	2,207.50	108.4%
4500-00 · IDAHO STATE GRANT PROGRAM REV.				
4500-18 · SUN-18 SKW E-175 Certification	0.00	25,000.00	-25,000.00	0.0%
Total 4500-00 · IDAHO STATE GRANT PROGRAM REV.	0.00	25,000.00	-25,000.00	0.0%
4510-00 · DOT/Small Community Air Service				
4510-01 · Small Community Air Service	0.00	250,000.00	-250,000.00	0.0%
4510-02 · Small Community Air Serv. 2016	0.00	0.00	0.00	0.0%
Total 4510-00 · DOT/Small Community Air Service	0.00	250,000.00	-250,000.00	0.0%

Friedman Memorial Airport

Profit & Loss Budget vs. Actual (COMBINED '18)

October through November 2017

	Oct - Nov 17	Budget	\$ Over Budget	% of Budget
4520-00 · INTEREST REVENUE				
4520-07 · Interest Revenue - '14 PFC	2.26	1.50	0.76	150.7%
4800-00 · Interest Revenue - General	4,393.09	1,740.00	2,653.09	252.5%
Total 4520-00 · INTEREST REVENUE	4,395.35	1,741.50	2,653.85	252.4%
4742-00 · AIP 42 - Project Air Carr. Apr				
4742-01 · AIP '42 Air Carr. Apron	0.00	0.00	0.00	0.0%
Total 4742-00 · AIP 42 - Project Air Carr. Apr	0.00	0.00	0.00	0.0%
4743-00 · AIP 43 - Air Carrier /Pkg. Lot				
4743-01 · AIP 43 - Air Carrier/Pkg. Lot	79,381.95	389,063.00	-309,681.05	20.4%
Total 4743-00 · AIP 43 - Air Carrier /Pkg. Lot	79,381.95	389,063.00	-309,681.05	20.4%
4744-00 · AIP '44 RPZ Acquisition EA				
4744-01 · AIP '44 - RPZ Acquisition - EA	11,735.89			
Total 4744-00 · AIP '44 RPZ Acquisition EA	11,735.89			
Total Income	604,700.31	1,196,649.50	-591,949.19	50.5%
Gross Profit	604,700.31	1,196,649.50	-591,949.19	50.5%
Expense				
EXPENDITURES				
"A" EXPENSES				
5000-01 · Salaries - Airport Manager	23,894.26	23,400.00	484.26	102.1%
5000-02 · Salaries - Assist. Airpt. Manag	0.00	19,166.00	-19,166.00	0.0%
5010-00 · Salaries -Contracts/Finance Adm	17,129.66	16,782.00	347.66	102.1%
5010-01 · Salaries - Office Assist.	45,906.34	33,074.00	12,832.34	138.8%
5020-00 · Salaries - ARFF/OPS Manager	17,257.82	16,248.00	1,009.82	106.2%
5030-00 · Salaries - ARFF/OPS Specialist	59,741.92	66,845.50	-7,103.58	89.4%
5040-00 · Salaries-ASC/Sp.Prjct./Ex. Assl	12,967.26	12,500.00	367.26	102.9%
5050-00 · Salaries-Seasonal-Snow Removal	0.00	7,600.00	-7,600.00	0.0%
5050-01 · Salaries - Seasonal - Arpt Host	0.00	0.00	0.00	0.0%
5050-02 · Salaries - Merit Increase	0.00	9,400.00	-9,400.00	0.0%
5060-01 · Overtime - General	0.00	0.00	0.00	0.0%
5060-02 · Overtime - Snow Removal	102.00	4,000.00	-3,898.00	2.6%
5060-04 · OT - Security	0.00	0.00	0.00	0.0%
5100-00 · Retirement	19,106.88	24,882.00	-5,775.12	76.8%
5110-00 · Social Security/Medicare	13,091.03	16,396.00	-3,304.97	79.8%
5120-00 · Life Insurance	262.78	332.00	-69.22	79.2%
5130-00 · Medical Insurance	26,988.52	36,750.00	-9,761.48	73.4%
5160-00 · Workman's Compensation	0.00	0.00	0.00	0.0%
5170-00 · Unemployment Claims	121.32	0.00	121.32	0.0%
Total "A" EXPENSES	236,459.79	287,375.50	-50,915.71	82.3%

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Accrual Basis

Friedman Memorial Airport
Profit & Loss Budget vs. Actual (COMBINED '18)
 October through November 2017

	Oct - Nov 17	Budget	\$ Over Budget	% of Budget
"B" EXPENDITURES				
"B" EXPENSES - ADMINISTRATIVE				
6000-00 · TRAVEL EXPENSE	2,027.94	2,820.00	-792.06	71.9%
6000-01 · Travel	2,027.94	2,820.00	-792.06	71.9%
Total 6000-00 · TRAVEL EXPENSE	2,027.94	2,820.00	-792.06	71.9%
6010-00 · SUPPLIES/EQUIPMENT EXPENSE				
6010-01 · Supplies - Office	2,183.68	2,000.00	183.68	109.2%
6010-03 · Supplies - Computer	341.48	600.00	-258.52	56.9%
Total 6010-00 · SUPPLIES/EQUIPMENT EXPENSE	2,525.16	2,600.00	-74.84	97.1%
6020-00 · INSURANCE				
6020-01 · Insurance - Liability	7,100.00	12,454.00	-5,354.00	57.0%
6020-02 · Insurance - Public Officials	12,425.00	5,780.00	6,645.00	215.0%
6020-03 · Insurance-Bldg./Unlic.Veh./Prop	5,575.00	39,600.00	-34,025.00	14.1%
6020-04 · Insurance - Licensed Vehicles	0.00	6,675.00	-6,675.00	0.0%
Total 6020-00 · INSURANCE	25,100.00	64,509.00	-39,409.00	38.9%
6030-00 · UTILITIES				
6030-01 · Utilities - Gas/Terminal	3,336.00	900.00	2,436.00	370.7%
6030-02 · Utilities - Gas/AOB & Cold Stor	1,470.00	725.00	745.00	202.8%
6030-03 · Utilities - Elect./Runway&PAPI	1,250.59	1,280.00	-29.41	97.7%
6030-04 · Utilities - Elec./AOB & Cold St	1,544.01	1,780.00	-235.99	86.7%
6030-05 · Utilities - Electric/Terminal	6,375.47	6,035.00	340.47	105.6%
6030-06 · Utilities - Telephone	2,541.58	1,925.00	616.58	132.0%
6030-07 · Utilities - Water	357.02	160.00	197.02	223.1%
6030-08 · Utilities - Garbage Removal	1,308.70	2,070.00	-761.30	63.2%
6030-09 · Utilities - Sewer	667.66	540.00	127.66	123.6%
6030-11 · Utilities - Electric/Tower	949.39	760.00	189.39	124.9%
6030-12 · Utilities - Elec./Brdfrd.Hghi	68.46	80.00	-11.54	85.6%
6030-15 · Utilities - Elec/AWOS	559.66	530.00	29.66	105.6%
6030-16 · Utilities - Elec. Wind Cone	19.96	22.00	-2.04	90.7%
6030-17 · Utilities - Elec./Gas- Hangar	515.25	700.00	-184.75	73.6%
Total 6030-00 · UTILITIES	20,963.75	17,507.00	3,456.75	119.7%
6040-00 · SERVICE PROVIDER				
6040-01 · Service Provider - General	0.00	0.00	0.00	0.0%
6040-02 · Service Provider - Term. Serv.	694.78	690.00	4.78	100.7%
6040-03 · Service Provider - AOB Services	7,308.11	5,250.00	2,058.11	139.2%
6040-04 · Service Provider - Operations	12,850.00	12,850.00	0.00	100.0%
Total 6040-00 · SERVICE PROVIDER	20,852.89	18,790.00	2,062.89	111.0%

Friedman Memorial Airport Profit & Loss Budget vs. Actual (COMBINED '18) October through November 2017

	Oct - Nov 17	Budget	\$ Over Budget	% of Budget
6050-00 · PROFESSIONAL SERVICES				
6050-01 · Professional Services - Legal	12,288.00	8,330.00	3,958.00	147.5%
6050-02 · Professional Serv. - Audit/Fina	28,889.14	30,000.00	-1,110.86	96.3%
6050-03 · Professional Services - Engine	1,651.25	1,330.00	321.25	124.2%
6050-05 · Professional Services - Gen.	3,514.68	6,000.00	-2,485.32	58.6%
6050-10 · Prof. Svcs.-IT/Comp. Support	1,165.55	1,650.00	-484.45	70.6%
6050-12 · Prof. Serv.- Planning Air Serv.	0.00	2,500.00	-2,500.00	0.0%
6050-13 · Prof. Serv.-Website Des.& Maint	111.41	1,000.00	-888.59	11.1%
6050-15 · Prof. Serv.-Comm.Coord/Pub.Outr	2,125.56	3,330.00	-1,204.45	63.8%
6050-17 · Prof. Serv. - Airspace Consult.	8,896.96	40,000.00	-31,103.04	22.2%
Total 6050-00 · PROFESSIONAL SERVICES	58,642.54	94,140.00	-35,497.46	62.3%
6060-00 · MAINTENANCE-OFFICE EQUIPMENT				
6060-04 · Maintenance - Copier	309.83	500.00	-190.17	62.0%
6060-05 · Maintenance - Phone	0.00	0.00	0.00	0.0%
Total 6060-00 · MAINTENANCE-OFFICE EQUIPMENT	309.83	500.00	-190.17	62.0%
6070-00 · RENT/LEASE OFFICE EQUIPMENT				
6070-02 · Rent/Lease - Postage Meter	312.00	0.00	312.00	100.0%
Total 6070-00 · RENT/LEASE OFFICE EQUIPMENT	312.00	0.00	312.00	100.0%
6080-00 · DUES/MEMBERSHIPS/PUBLICATIONS E				
6080-01 · Dues/Memberships/Publications	934.86	3,500.00	-2,565.14	26.7%
6080-04 · Airport Marketing	8,406.95	3,330.00	5,076.95	252.5%
Total 6080-00 · DUES/MEMBERSHIPS/PUBLICATIONS E	9,341.81	6,830.00	2,511.81	136.8%
6090-00 · POSTAGE				
6090-01 · Postage/Courier Service	258.05	300.00	-41.95	86.0%
Total 6090-00 · POSTAGE	258.05	300.00	-41.95	86.0%
6100-00 · EDUCATION/TRAINING				
6100-01 · Education/Training - Admin.	0.00	2,500.00	-2,500.00	0.0%
6100-02 · Education/Training - OPS	202.10	5,000.00	-4,797.90	4.0%
6100-03 · Education/Training - ARFF	28.85	3,000.00	-2,971.15	1.0%
6100-04 · Ed/Train. - ARFF Trienn. Drill	0.00	0.00	0.00	0.0%
6100-05 · Education - Noise Abatement	0.00	1,250.00	-1,250.00	0.0%
6100-06 · Education - Security	0.00	1,250.00	-1,250.00	0.0%
6100-07 · Education - Public Outreach	0.00	2,000.00	-2,000.00	0.0%
6100-08 · Education/Training - HFD Coop.	0.00	2,500.00	-2,500.00	0.0%
6100-09 · Education - SAAC	3,089.49	0.00	3,089.49	0.0%
6100-00 · EDUCATION/TRAINING - Other	105.00	0.00	105.00	0.0%
Total 6100-00 · EDUCATION/TRAINING	3,435.44	17,500.00	-14,064.56	19.6%

Friedman Memorial Airport
Profit & Loss Budget vs. Actual (COMBINED '18)
 October through November 2017

	Oct - Nov 17	Budget	\$ Over Budget	% of Budget
6110-00 - CONTRACTS				
6110-01 - Contracts - General	0.00	500.00	-500.00	0.0%
6110-02 - Contracts - FMAA	7,000.00	7,000.00	0.00	100.0%
6110-03 - Contracts - FBO/Fee Collection	9,800.00	9,800.00	0.00	100.0%
Total 6110-00 - CONTRACTS	16,800.00	17,300.00	-500.00	97.1%
6120-00 - PERMITS				
6120-01 - Permits - General	0.00	0.00	0.00	0.0%
6120-02 - Permits - COH Impact Fee	0.00	0.00	0.00	0.0%
Total 6120-00 - PERMITS	0.00	0.00	0.00	0.0%
6130-00 - MISCELLANEOUS EXPENSES				
6130-01 - Misc. - General	1,550.13	1,970.00	-419.87	78.7%
6140-00 - Bank Fees	142.00	75.00	67.00	189.3%
Total 6130-00 - MISCELLANEOUS EXPENSES	1,692.13	2,045.00	-352.87	82.7%
6400-00 - DOT/SCASGP				
6400-02 - DOT/SCASGP - FMAA	2,717.25			
Total 6400-00 - DOT/SCASGP	2,717.25			
Total "B" EXPENSES - ADMINISTRATIVE	164,978.79	244,841.00	-79,862.21	67.4%
"B" EXPENSES - OPERATIONAL				
6500-00 - SUPPLIES/EQUIPMENT-OPERATIONS				
6500-01 - Supplies/Equipment - General	1,057.08	1,150.00	-92.92	91.9%
6500-02 - Supplies/Equipment - Tools	893.65	1,650.00	-756.35	54.2%
6500-03 - Supplies/Equipment - Clothing	1,679.64	3,500.00	-1,820.36	48.0%
6500-04 - Supplies/Equipment - Janitorial	2,861.42	2,475.00	386.42	115.6%
Total 6500-00 - SUPPLIES/EQUIPMENT-OPERATIONS	6,491.79	8,775.00	-2,283.21	74.0%
6505-00 - EQUIP/VEHICLE - LEASE/RENTAL				
6505-01 - General	2,447.76	0.00	2,447.76	100.0%
Total 6505-00 - EQUIP/VEHICLE - LEASE/RENTAL	2,447.76	0.00	2,447.76	100.0%
6510-00 - FUEL/LUBRICANTS				
6510-01 - General	0.00	330.00	-330.00	0.0%
6510-02 - Fuel	4,350.25	6,000.00	-1,649.75	72.5%
6510-03 - Lubricants	405.00	1,250.00	-845.00	32.4%
Total 6510-00 - FUEL/LUBRICANTS	4,755.25	7,580.00	-2,824.75	62.7%

Friedman Memorial Airport

Profit & Loss Budget vs. Actual (COMBINED '18)

October through November 2017

	Oct - Nov 17	Budget	\$ Over Budget	% of Budget
6520-00 - VEHICLES/MAINTENANCE				
6520-01 - R/M Equipment - General	98.97	14,460.00	-14,361.03	0.7%
6520-06 - R/M Equip. -'85 Ford Dump	0.00	250.00	-250.00	0.0%
6520-08 - R/M Equip. - '96 Tiger Tractor	136.51	1,150.00	-1,013.49	11.9%
6520-09 - R/M Equip. - '96 Oshkosh Swp.	489.16	8,900.00	-8,410.84	5.5%
6520-13 - R/M Equip. - Crafcro Crack Fir.	0.00	0.00	0.00	0.0%
6520-17 - R/M Equip. '01 Case 921 Ldr.	0.00	1,200.00	-1,200.00	0.0%
6520-18 - R/M Equip. - '97 Chevy Blazer	0.00	75.00	-75.00	0.0%
6520-19 - R/M Equip. '02 Ford F-150 PU	0.00	250.00	-250.00	0.0%
6520-20 - R/M Equip. - '02 Kodiak Blower	8,908.82	275.00	8,633.82	3,239.6%
6520-24 - R/M Equip. - '01 Ford F-250	0.00	0.00	0.00	0.0%
6520-25 - R/M Equip. - '04 Batts De-Ice	53.52	250.00	-196.48	21.4%
6520-28 - R/M Equip. -'06 Case 621 Loader	0.00	450.00	-450.00	0.0%
6520-29 - R/M Equip. - '10 Waus Broom/Plow	9,730.78	8,600.00	1,130.78	113.1%
6520-30 - R/M Equip. -'05 Ford F-350	6.98	250.00	-243.02	2.8%
6520-31 - R/M Equip. - '10 Oshkosh Blower	279.30	1,900.00	-1,620.70	14.7%
6520-32 - R/M Equip. - '09 Mini Truck	0.00	100.00	-100.00	0.0%
6520-34 - R/M Equip. - '12 Case 921F Load	41.96	2,830.00	-2,830.00	0.0%
6520-35 - R/M Equip. - '14 Ford Explorer	102.52	200.00	-158.04	21.0%
6520-37 - R/M Equip. - '15 Tool Cat	9,124.10	200.00	-97.48	51.3%
6520-38 - R/M Equip. - '15 Wausau Broom	6.98	1,550.00	7,574.10	588.7%
6520-40 - R/M Equip. - '17 Ford-350 Super	28,979.60	100.00	-93.02	7.0%
Total 6520-00 - VEHICLES/MAINTENANCE		42,980.00	-14,010.40	67.4%
6530-00 - ARFF MAINTENANCE				
6530-01 - ARFF Maint. Gen/Supplies	946.58	5,500.00	-4,553.42	17.2%
6530-03 - ARFF Maint. - '87 Oshkosh	139.00	500.00	-361.00	27.8%
6530-04 - ARFF Maint. - Radios	148.99	250.00	-101.01	59.6%
6530-05 - ARFF MAINT. - '03 E-One	2.92	500.00	-497.08	0.6%
Total 6530-00 - ARFF MAINTENANCE	1,237.49	6,750.00	-5,512.51	18.3%
6540-00 - REPAIRS/MAINTENANCE - BUILDING				
6540-01 - R/M Bldg. - General	99.50	1,250.00	-1,150.50	8.0%
6540-02 - R/M Bldg. - Terminal	11,679.38	13,130.00	-1,450.62	89.0%
6540-03 - R/M Bldg. - Terminal Concession	0.00	625.00	-625.00	0.0%
6540-04 - R/M Bldg. - Cold Storage	278.50	1,000.00	-721.50	27.9%
6540-05 - R/M Bldg. - AOB/SHOP	3,731.94	7,035.00	-3,303.06	53.0%
6540-06 - R/M Bldg. - Hangars	0.00	500.00	-500.00	0.0%
6540-07 - R/M Bldg. - Tower	1,604.89	400.00	1,204.89	401.2%
6540-08 - R/M Bldg. - Parking Booth	296.96	345.00	-48.04	86.1%
Total 6540-00 - REPAIRS/MAINTENANCE - BUILDING	17,691.17	24,285.00	-6,593.83	72.8%

Friedman Memorial Airport
Profit & Loss Budget vs. Actual (COMBINED '18)
 October through November 2017

	Oct - Nov 17	Budget	\$ Over Budget	% of Budget
6550-00 · REPAIRS/MAINTENANCE - AIRSIDE				
6550-01 · R/M - General	315.00	2,500.00	-2,185.00	12.6%
6550-02 · R/M - Airfield/Runway	22,462.80	25,000.00	-2,537.10	89.9%
6550-04 · R/M - Lights	899.63	2,000.00	-1,100.37	45.0%
Total 6550-00 · REPAIRS/MAINTENANCE - AIRSIDE	23,677.53	29,500.00	-5,822.47	80.3%
6551-00 · REPAIRS/MAINTENANCE - LANDSIDE				
6551-01 · RM - General	0.00	750.00	-750.00	0.0%
6551-02 · R/M - Parking Lot	1,651.39	1,300.00	351.39	127.0%
6551-03 · R/M - Landscaping	648.50	2,000.00	-1,351.50	32.4%
Total 6551-00 · REPAIRS/MAINTENANCE - LANDSIDE	2,299.89	4,050.00	-1,750.11	56.8%
6560-00 · SECURITY EXPENSE				
6560-01 · Security - General	360.00	10,000.00	-9,640.00	3.6%
6560-02 · Security - Law Enf. Offi. (LEO)	544.00	10,000.00	-9,456.00	5.4%
6560-03 · Security - Subscription Licen.	4,150.00	58,440.00	-54,290.00	7.1%
6560-04 · Security - Perim./Access/CCTV	5,925.43	17,600.00	-11,674.57	33.7%
6560-05 · Security - Professional Serv.	0.00	22,500.00	-22,500.00	0.0%
6560-06 · Security - Prof. Services/IT	375.00	12,000.00	-11,625.00	3.1%
Total 6560-00 · SECURITY EXPENSE	11,354.43	130,540.00	-119,185.57	8.7%
6570-00 · REPAIRS/MAINT.-AERONAUTICAL EQU				
6570-01 · R/M Aeronautical Equip - NDB/DME	2,059.20	3,250.00	-1,190.80	63.4%
6570-02 · R/M Aeronautical Equip. - Tower	1,757.33	2,750.00	-992.67	63.9%
6570-04 · R/M Aeron. Equip. - AWOS/ATIS	2,059.20	3,250.00	-1,190.80	63.4%
Total 6570-00 · REPAIRS/MAINT.-AERONAUTICAL EQU	5,875.73	9,250.00	-3,374.27	63.5%
Total "B" EXPENSES - OPERATIONAL	104,810.64	263,720.00	-158,909.36	39.7%
Total "B" EXPENDITURES	269,789.43	508,561.00	-238,771.57	53.0%
"C" EXPENSES				
7001-00 · CAPITAL EXPENDITURES				
7001-0* · CONTINGENCY	0.00	10,000.00	-10,000.00	0.0%
7001-02 · Buildings and Improvements	0.00	15,000.00	-15,000.00	0.0%
7001-04 · Office Equipment	7,245.00	27,000.00	-19,755.00	26.8%
7001-05 · Maintenance Equipment /Vehicle	0.00	24,250.00	-24,250.00	0.0%
7001-06 · Assessments/Plans/Studies	7,440.00	110,000.00	-102,560.00	6.8%
7001-09 · Security Equipment	1,400.00	45,500.00	-44,100.00	3.1%
Total 7001-00 · CAPITAL EXPENDITURES	16,085.00	231,750.00	-215,665.00	6.9%

Friedman Memorial Airport
Profit & Loss Budget vs. Actual (COMBINED '18)
October through November 2017

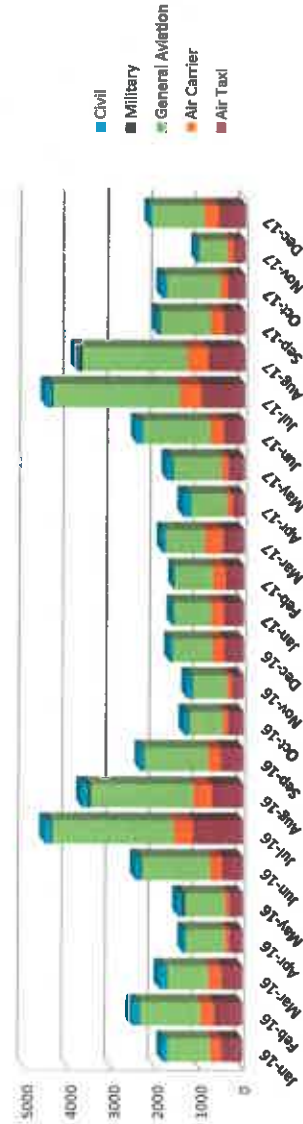
	Oct - Nov 17	Budget	\$ Over Budget	% of Budget
7110-00 · DOT/SCADGP				
7110-01 · DOT/SCASGP	0.00	250,000.00	-250,000.00	0.0%
7110-02 · DOT/SCASGP - FMAA	0.00	4,150.00	-4,150.00	0.0%
Total 7110-00 · DOT/SCADGP	0.00	254,150.00	-254,150.00	0.0%
7500-00 · IDAHO STATE GRANT PROGRAM				
7500-18 · '18 ITD Grant (SUN-17 ITD/FMA)	0.00	50,000.00	-50,000.00	0.0%
Total 7500-00 · IDAHO STATE GRANT PROGRAM	0.00	50,000.00	-50,000.00	0.0%
7542-00 · AIP '42 EXPENSE - AC Apron Dsgn				
7542-01 · AIP '42 - Eligible	0.00	0.00	0.00	0.0%
7542-02 · AIP '42 Non-Eligible	0.00	0.00	0.00	0.0%
Total 7542-00 · AIP '42 EXPENSE - AC Apron Dsgn	0.00	0.00	0.00	0.0%
7543-00 · AIP '43 EXPENSE - Air Carr. Apr				
7543-01 · AIP '43 - AC Apron - Eligible	95,848.70	0.00	95,848.70	100.0%
7543-02 · AIP '43 - Parking - Non-Eligibl	0.00	0.00	0.00	0.0%
7543-03 · AIP '43 - SRE Equipment	1,427.50	325,000.00	-323,572.50	0.4%
7543-04 · AIP '43 - RPZ Land Acquisition	0.00	141,250.00	-141,250.00	0.0%
Total 7543-00 · AIP '43 EXPENSE - Air Carr. Apr	97,276.20	466,250.00	-368,973.80	20.9%
7544-00 · AIP '44 EXPENSE RPZ EA				
7544-01 · AIP '44 - Eligible	12,518.30	52,500.00	-39,981.70	23.8%
Total 7544-00 · AIP '44 EXPENSE RPZ EA	12,518.30	52,500.00	-39,981.70	23.8%
7545-00 · AIP '45 EXPENSE - RPZ Acq.				
7545-01 · AIP '45 - Eligible	168.00			
Total 7545-00 · AIP '45 EXPENSE - RPZ Acq.	168.00			
9001-00 · PFC 14-09-C-00-SUN				
9001-03 · PFC '14 Master Plan	0.00	3,500.00	-3,500.00	0.0%
Total 9001-00 · PFC 14-09-C-00-SUN	0.00	3,500.00	-3,500.00	0.0%
Total "C" EXPENSES	126,047.50	1,058,150.00	-932,102.50	11.9%
Total EXPENDITURES	632,296.72	1,854,086.50	-1,221,789.78	34.1%
Total Expense	632,296.72	1,854,086.50	-1,221,789.78	34.1%
Net Ordinary Income	-27,586.41	-657,437.00	629,840.59	4.2%
Net Income	-27,586.41	-657,437.00	629,840.59	4.2%

Friedman Memorial Airport
December 2017

ATCT Traffic Operations Record

Month	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
January	3,622	3,893	3,912	2,600	3,028	2,787	4,547	2,520	2,070	2,379	2,408	2,098	2,454	2,128	2,249	1,842	1,665
February	4,027	4,498	3,073	3,122	3,789	3,597	3,548	2,857	2,244	2,647	2,117	2,205	2,612	1,417	2,268	2,533	1,629
March	4,952	5,126	3,086	4,097	3,618	2,918	4,677	3,097	2,145	2,709	1,813	1,921	2,753	1,924	2,023	1,917	1,895
April	2,494	3,649	2,213	2,840	2,462	2,047	2,581	2,113	1,724	1,735	1,604	1,513	1,509	1,210	1,337	1,380	1,426
May	3,905	4,184	2,654	3,282	2,729	2,134	1,579	2,293	2,280	1,891	1,533	1,693	1,852	555	668	1,501	1,802
June	4,787	5,039	4,737	4,438	3,674	3,656	5,181	3,334	2,503	3,019	2,898	2,761	3,203	2,164	2,387	2,475	2,502
July	6,359	8,796	6,117	5,910	5,424	5,931	7,398	4,704	4,551	5,005	5,004	4,810	5,345	4,345	4,159	4,562	4,573
August	6,479	6,917	5,513	5,707	5,722	6,087	8,196	4,570	4,488	4,705	4,326	3,823	4,644	3,114	2,932	3,719	3,873
September	3,871	4,636	4,162	4,124	4,609	3,760	4,311	2,696	3,376	3,128	3,359	2,396	2,403	2,237	2,292	2,379	2,036
October	3,879	3,656	3,426	2,936	3,570	3,339	3,103	2,134	2,145	2,012	1,886	1,658	1,874	1,760	1,789	1,377	1,939
November	3,082	2,698	2,599	2,749	2,260	2,912	2,892	1,670	1,901	1,309	1,114	1,325	1,475	908	1,229	1,314	1,135
December	3,401	2,805	3,247	3,227	2,722	3,834	2,699	1,848	2,272	1,811	2,493	2,066	2,016	1,545	1,482	1,717	2,217
Totals	50,858	55,897	44,739	45,032	43,607	43,002	50,712	33,836	31,699	32,350	30,555	28,269	32,140	23,307	24,815	26,716	26,692

Operations
2016-2017
(Cumulative)



ATCT Operations Change (2017 vs. 2016)

Category	2017	2016	% Change
Air Taxi	627	467	34%
Air Carrier	317	254	25%
General Aviation	1,229	1,132	11%
Military	0	2	-100%
Civil	44	62	-29%
Total	2,217	1,717	29.13%
YTD Total	26,492	25,716	3.02%

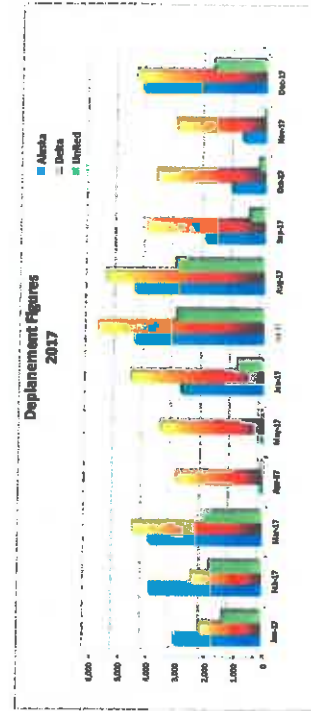
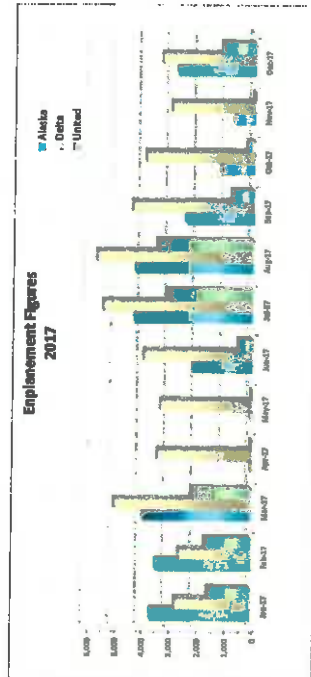
Friedman Memorial Airport
December 2017

Month	Alaska Airlines				Delta Airlines				United Airlines				Total Emp.	Prior Year Total Emp.	Total % Change	
	Revenue	Non-Revenue	Total	Prior Year Month	Revenue	Non-Revenue	Total	Prior Year Month	Revenue	Non-Revenue	Total	Prior Year Month				Total % Change
Jan-17	3,461	75	3,536	3,232	2,837	46	2,885	2,326	1,482	27	1,519	1,187	27%	7,740	6,755	14.8%
Feb-17	3,272	68	3,340	3,407	2,470	86	2,556	3,262	1,626	19	1,645	1,850	-11%	7,541	8,519	-11.5%
Mar-17	3,758	109	3,867	3,048	4,820	124	4,944	4,023	2,074	46	2,120	1,822	10%	10,831	8,983	21.8%
Apr-17	0	0	0	0	3,231	108	3,339	3,327	0	0	0	0	0%	3,339	3,327	0.4%
May-17	0	0	0	0	3,121	114	3,236	2,735	0	0	0	0	0%	3,235	2,735	18.3%
Jun-17	2,058	47	2,105	1,893	3,776	104	3,880	3,825	454	19	473	298	58%	6,468	6,017	7.3%
Jul-17	4,145	70	4,215	3,492	5,282	97	5,379	4,984	3,006	58	3,064	3,187	-4%	12,868	11,643	8.7%
Aug-17	4,103	83	4,186	3,640	5,582	72	5,654	5,196	3,321	81	3,402	3,508	-3%	13,242	12,342	7.3%
Sep-17	2,329	58	2,387	2,004	4,270	80	4,350	4,443	742	21	763	819	-7%	7,500	7,288	3.2%
Oct-17	1,110	34	1,144	517	3,794	82	3,876	3,347	202	13	216	0	100%	5,215	3,884	35.0%
Nov-17	682	23	705	189	2,870	59	2,929	3,122	1,134	0	1,140	684	66%	3,604	3,311	8.8%
Dec-17	2,670	54	2,724	2,345	3,233	67	3,300	2,722	1,743	15	1,758	1,028	71%	7,173	5,761	24.8%
Totals	27,558	624	28,179	23,767	45,086	1,021	46,107	43,292	14,051	288	14,350	13,474	7%	89,536	80,533	10.1%

Legend for Chart:

Month	Alaska Airlines				Delta Airlines				United Airlines				Total Dep.	Prior Year Total Dep.	Total % Change	
	Revenue	Non-Revenue	Total	Prior Year Month	Revenue	Non-Revenue	Total	Prior Year Month	Revenue	Non-Revenue	Total	Prior Year Month				Total % Change
Jan-17	2,822	80	2,902	2,589	2,004	49	2,053	1,868	1,238	38	1,276	780	62%	6,231	5,287	18.3%
Feb-17	3,702	89	3,771	3,341	2,293	51	2,344	3,146	1,729	30	1,759	1,787	-2%	7,874	8,274	-4.8%
Mar-17	3,700	100	3,800	3,033	4,266	118	4,386	4,005	1,851	31	1,882	1,858	7%	10,168	8,898	14.3%
Apr-17	0	0	0	0	2,757	99	2,856	2,638	0	0	0	0	0%	2,868	2,638	8.8%
May-17	0	0	0	0	3,318	114	3,432	2,865	0	0	0	0	0%	3,432	2,885	19.0%
Jun-17	2,688	56	2,755	2,362	4,408	88	4,496	4,257	808	25	833	636	31%	6,084	7,255	11.4%
Jul-17	4,302	77	4,379	3,740	5,539	98	5,637	5,275	2,869	52	2,921	3,188	-9%	12,837	12,213	5.9%
Aug-17	4,270	89	4,359	3,743	5,253	87	5,340	4,882	2,801	62	2,863	2,928	1%	12,702	11,533	10.1%
Sep-17	1,932	49	1,981	1,826	3,821	71	3,892	4,108	486	15	484	513	-6%	6,487	6,444	0.2%
Oct-17	1,081	41	1,122	436	3,538	78	3,616	2,898	172	8	180	0	100%	4,888	3,435	42.3%
Nov-17	717	18	735	231	2,908	55	2,963	3,076	0	0	0	0	0%	3,688	3,307	11.8%
Dec-17	4,093	47	4,140	3,550	4,318	56	4,374	3,510	1,743	15	1,758	1,028	71%	10,272	8,089	27.0%
Totals	29,288	626	29,914	24,851	44,575	964	45,539	42,646	13,880	278	14,156	12,739	11%	89,609	80,236	11.7%

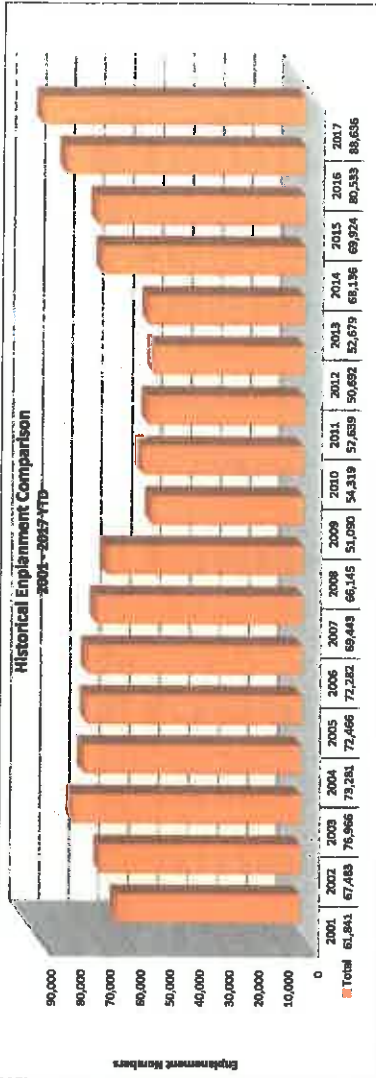
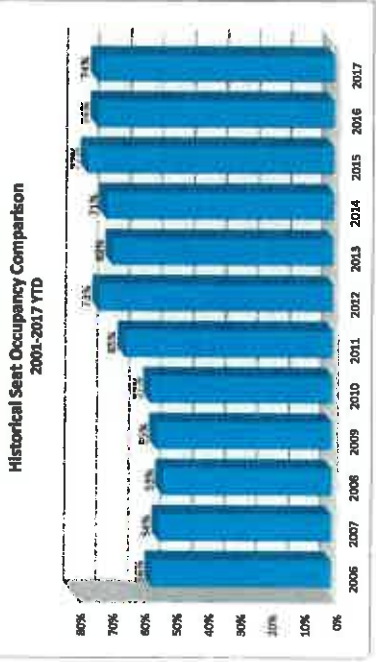
Legend for Chart:



Friedman Memorial Airport
December 2017

MO	Aerobics Airlines					Delta Airlines					United Airlines					Seat Occupancy Totals				Seat Occupancy Totals Prior Year Comparison			
	Departure Flights	Seats Available*	Seats Occupied	Percent Occupied	Departure Flights	Seats Available	Seats Occupied	Percent Occupied	Departure Flights	Seats Available	Seats Occupied	Percent Occupied	Total Seats Available	Total Seats Occupied	Total Percent Occupied	Prior Year % Seats Available	Prior Year % Change Total Seats Occupied	Prior Year % Occupied	Prior Year % Change Total % Occupied				
Jan-17	63	4,788	3,536	73%	51	3,366	2,685	80%	34	2,244	1,519	68%	10,398	7,740	74%	10%	15%	3%					
Feb-17	60	4,560	3,340	73%	53	3,498	2,556	73%	35	2,310	1,645	71%	10,368	7,541	73%	-3%	-11%	-8%					
Mar-17	68	5,168	3,867	75%	99	6,534	4,944	76%	43	2,838	2,120	75%	14,540	10,931	75%	26%	22%	-4%					
Apr-17	0	0	0	0%	80	3,960	3,339	84%	0	0	0	0%	3,960	3,339	84%	-3%	0%	7%					
May-17	0	0	0	0%	62	4,092	3,235	79%	0	0	0	0%	4,092	3,235	79%	11%	18%	7%					
Jun-17	48	3,264	2,105	64%	81	5,346	3,890	73%	22	1,452	473	33%	10,062	6,458	64%	6%	7%	0%					
Jul-17	80	5,440	4,215	77%	104	7,280	5,379	74%	62	4,712	3,064	65%	17,432	12,658	73%	12%	9%	-3%					
Aug-17	78	5,304	4,186	79%	104	7,176	5,654	79%	60	4,200	3,402	81%	18,680	13,242	71%	10%	7%	-2%					
Sep-17	49	3,332	2,387	72%	81	5,588	4,350	78%	22	1,452	763	53%	10,373	7,500	72%	6%	3%	-3%					
Oct-17	20	1,520	1,144	75%	61	4,209	3,858	92%	9	594	215	36%	6,323	5,215	82%	40%	35%	-4%					
Nov-17	13	988	675	68%	51	3,519	2,929	83%	0	0	0	0%	4,507	3,604	80%	3%	9%	5%					
Dec-17	61	4,636	2,724	59%	74	5,106	3,300	65%	28	1,716	1,149	67%	11,458	7,173	63%	17%	25%	7%					
Totals	540	39,000	28,179	72%	881	59,675	46,107	77%	313	21,518	14,350	67%	120,193	86,636	74%	28%	24%	-3%					

Note: Total of 88 Seats Available on aircraft for summer months
Total of 76 Seats Available on aircraft for winter months
*Seats are capped at 88 during some periods in the summer due to weight and balance requirements and other factors that may be capped due to environmental conditions



AAAE/USCTA FAA CONTRACT TOWER LEGISLATIVE RECOMMENDATIONS FOR 2018

(as of 2/7/2018)

Over the past several years, the Federal Aviation Administration (FAA) has been working to revise the benefit/cost (b/c) eligibility criteria for the contract tower program in a manner that could close some contract towers and/or unfairly shift tower staffing costs to the vast majority of airports with contract towers. The airport industry has tried extremely hard over the past few years to work collaboratively with FAA on these b/c reforms without any tangible results.

HILL REQUEST

Recommendation #1

The airport industry respectfully requests Congress to include in the FAA reauthorization legislation long overdue pro-safety and pro-airport contract tower provisions listed below. These measures will provide needed stability for the 254 airports participating in the program and will require FAA to issue b/c ratios on airports that have applied for the program and those in the cost share program. Adoption of these legislative measures will ensure that this cost-effective and highly successful government/industry partnership program continues to provide long proven safety and air traffic efficiency benefits to over 250 airports across the country.

AAAE/USCTA's recommendations, which will remove the uncertainty that has been hanging over contract towers the past few years and provide stability to airports, include:

- *Except for cost-share towers, eliminate the annual benefit/cost (b/c) analysis unless an airport's annual traffic drops by more than 25 percent annually or by more than 60 percent over a three year period;*
- *Prohibit FAA from adding non-site specific/indirect costs to b/c's (i.e. airways facilities costs, depreciation, etc.);*
- *Ensure that airports have an adequate opportunity to respond to an unfavorable cost-benefit analysis;*
- *Consistent with past FAA practice, automatically add 10 percentage points to the benefit/cost analysis to capture non-quantifiable benefits of a control tower;*
- *Exempt airports with both Part 121 air service and more than 25,000 passenger enplanements in calendar year 2014 from any cost share requirement under the Contract Tower cost-share Program;*
- *Remove the \$2 million cap on AIP eligibility for contract tower construction to be consistent with other AIP-eligible projects, and*
- *Require FAA to calculate a benefit/cost ratio analysis on new airport applicants for the contract tower program within 90 days after receipt of the application program.*

Recommendation #2

There is growing concern about the future of the FAA contract tower program – and consequently about air service and general aviation operations at 254 airports nationwide - **IF** Congress moves forward with establishing an air traffic control (ATC) corporation as proposed by the Trump administration and currently in the House FAA reauthorization bill. A White House fact sheet released after the June 5, 2017 White House event announcing the ATC Corporation states “*the new air traffic control entity must maintain access and services to rural communities.*” No clarity or definitive information has been provided about how contract towers would be protected in a potential ATC corporation including answers provided by Transportation Secretary Elaine Chao at the Senate Commerce Committee and House Transportation and Infrastructure Committee hearings in 2017.

As such, airports nationwide with FAA contract towers strongly recommend that the reauthorization bill include explicit language that will protect cost-effective contract towers from arbitrary and unaccountable decisions by an ATC corporation. FAA contract towers account for half of all towers and handle almost 30 percent of all tower operations nationwide. Furthermore, contract towers provide significant support for Department of Defense readiness/training (47 percent of all military operations at civilian airports occur at FAA contract towers), disaster relief efforts, and homeland security/law enforcement operations. Finally, the FAA contract with the three ATC contractors is for five years, but FAA can cancel the entire contract with 30 days’ notice to the contractors. If this contract just simply moves to the ATC Corporation, the corporation could easily just cancel the contract on 30 days’ notice and close contract towers without any congressional oversight or review. Below is suggested language regarding protection for FAA contract towers.

- *The ATC Corporation is prohibited from closing any tower participating in the FAA contract tower program (as established under § 47124) at the time of enactment unless approved by the public airport operator at the impacted tower facility.*

Recommendation #3

On the appropriations front, the airport industry urges Congress to include in the FY 2018 Transportation, Housing and Urban Development (THUD) appropriations bill the industry-requested \$162 million in statutory bill language to provide dedicated funding for the contract tower program.

Thank you very much for your time and consideration.

FAA Contract Tower Background – *The Government/Industry Partnership Dedicated to Air Traffic Safety*

- The FAA Contract Tower Program (FCT) enjoys strong bipartisan and bicameral support in Congress in recognition of the enhanced safety, improved air traffic control services, and significant savings these control towers provide the agency and taxpayers. These benefits have been validated repeatedly by the Department of Transportation's Office of Inspector General. Currently, 254 airports in 46 states participate in the program (238 in the fully funded program and 16 in the cost-share program).
- To illustrate the cost-effectiveness of the program to taxpayers, according to FAA statistics, the towers in the FCT Program handle approximately **28 percent** of all U.S. tower operations, but account for just **14 percent** of FAA's overall budget allotted to air traffic control tower operations. Additionally, the contract tower program provides FAA and taxpayers **annual savings of approximately \$200 million** (\$2 billion over the past ten years).
- As a result of this 35-year highly successful government/industry partnership, the FCT Program: (1) enhances aviation safety at airports that otherwise would not have a tower; (2) provides significant cost savings to FAA and taxpayers; (3) plays a key role in connecting rural airports and communities with the national air transportation system; (4) helps airports retain and develop commercial air service and general aviation; (5) promotes economic development and creates jobs; (6) provides significant support for military readiness/training and national security operations (47 percent of all military operations at civilian airports in the U.S. occur at FAA contract towers), disaster relief efforts, and homeland security/law enforcement operations, and (7) consistently receives high marks for customer service from aviation users (pilots, airlines, FBOs, flight schools and corporate flight departments).
- The vast majority of federal contract air traffic controllers are former FAA or military controllers. In addition, approximately 70 percent of all contract controllers are veterans.
- All federal contract controllers are FAA-certified air traffic controllers who meet the identical training and operating standards as FAA-employed controllers. FAA manages and oversees all aspects of the FCT Program, including operating procedures, staffing plans, certification and medical tests of contract controllers, security and facility evaluations.
- Federal contract towers operate together with FAA-staffed facilities throughout the country as part of a unified national air traffic control system.
- Without a federal program that provides necessary funding, sets safety and training standards, certifies operations and monitors all aspects of contract tower facilities, many of these towers would be forced to close.

For further information or questions, please contact Spencer Dickerson of AAAE/USCTA at 703/824-0500, ext. 130 or sdickerson@aaae.org



PARKING FACILITY MANAGEMENT AGREEMENT

Between

FRIEDMAN MEMORIAL AIRPORT AUTHORITY

and

THE CAR PARK, LLC

MARCH 1, 2018

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PARKING FACILITY MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the 1st day of March, 2018 by and between FRIEDMAN MEMORIAL AIRPORT AUTHORITY, or its assigns (herein referred to as "FMAA"), and THE CAR PARK, LLC a Delaware Limited Liability Company, (herein referred to as "Manager").

RECITALS:

WHEREAS, FMAA owns the parking facility located on the property described on Exhibit "A" to this Agreement ("Facility"). FMAA desires to engage Manager as its facility manager for the Facility and to operate the Facility on FMAA's behalf, and Manager desires to accept such engagement, all on the terms and conditions set forth.

WITNESSETH:

In consideration of the covenants herein contained, the parties hereto agree as follows:

ARTICLE I

APPOINTMENT

In consideration of the mutual promises made by FMAA and Manager in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of them agrees as follows:

1.1 Appointment. FMAA hereby appoints Manager as the managing agent to operate, maintain and manage the Facility, and Manager hereby accepts such appointment under the terms and conditions hereinafter set forth and will use commercially reasonable efforts, diligence and care in performing all of its duties hereunder. FMAA hereby authorizes Manager to exercise such powers with respect to the Facility as may be necessary for the performance of Manager's obligations under the terms of this Agreement. Manager shall have no right or authority, expressed or implied, to commit or otherwise obligate FMAA in any manner whatsoever except to the extent specifically provided herein.

1.2 Commencement Date. Manager's duties and responsibilities shall commence March 1, 2018 ("Commencement Date"), and shall continue until the expiration or termination thereof as provided under Article VI hereof.

ARTICLE II

MANAGER'S AGREEMENTS

2.1 General Responsibility. Manager, on behalf of FMAA, shall implement, or cause to be implemented, the decisions of FMAA with respect to the Facility and shall conduct the ordinary and usual business affairs of FMAA as provided in this Agreement. Manager agrees to use its good faith and diligence in the management and operation of the Facility consistent with the Approved Operating Budget and the Class A nature of the Facility and to comply with such instructions and policies as may be reasonably requested by FMAA.

2.2 Independent Contractor. Manager covenants and agrees to perform the services covered under this Agreement, and FMAA authorizes Manager to perform such services on behalf of FMAA. Manager in performance of its duties under this Agreement is an independent contractor and it is expressly understood and agreed that payments hereunder shall be payments by FMAA to Manager as an independent contractor and not as an employee, partner or joint venture of FMAA. Nothing in this Agreement shall be construed as requiring Manager to bear any portion of any losses or gains arising out of or connected with

the ownership or operation of the Facility unless it arises from the negligence of its employees, agents or contractors.

ARTICLE III

SERVICES OF MANAGER

3.1 On behalf of FMAA. The services of Manager in performing its duties and providing services pursuant to the terms and conditions of this Agreement shall be for the account of FMAA. FMAA agrees to be responsible for all costs, expenses, and disbursements incurred by Manager under the terms of this Agreement in providing management and operations hereunder, such as, but not limited to, contracts for cleaning, maintaining and staffing the Facility, and other costs directly related to the management operations of the Facility. Manager will not incur any expenses or make any expenditure except as expressly permitted in or by this Agreement. Manager shall be responsible for full compliance with all applicable federal, state and municipal laws, ordinances, regulations and orders relating to the use, operation, repair and maintenance of the Facility.

3.2 Standards. Manager shall manage, operate and maintain the Facility in a manner normally associated with the management and operation of a project of similar quality which shall include maintaining the Facility in a clean, operable, attractive condition unless otherwise directed by FMAA. Manager will provide a set of Standard Operating Procedures attached in Exhibit D (to be completed and approved by FMAA no more than forty-five (45) days after commencement of Agreement) Standard Operating Procedures to be, at a minimum, updated, and approved by FMAA, annually. All employees of Manager will be in an FMAA approved uniform and name badge at all times when on duty or representing FMAA and or Manager to the public in conjunction with FMAA operations. FMAA shall not unreasonably withhold uniform approval.

3.3 Financial Reports and Records. Manager shall maintain separate books, documents and records for the Facility through its accounting system, which shall be supported by proper documentation, including, without limitation, all contracts, files, maintenance and preventive maintenance programs, schedules and logs, inventories of personal property and equipment, complaints, correspondence with all governmental authorities, and records of accounts held and maintained by Manager. Such accounting shall be performed in Manager's accounting system, on a cash basis using generally accepted accounting principles consistently applied. Manager shall implement appropriate controls over accounting and financial transactions as is reasonably required to protect FMAA's assets from theft, error or fraudulent activity, including obtaining the crime/dishonest insurance as required pursuant to Section 4.1(f) hereof. Manager shall retain all records for the agreement period and to extend to two (2) years after termination of the agreement. Except in the case of returned and unused tickets, which will be kept for a period of one (1) year from each accounting period. FMAA will provide storage space for the tickets.

(a) Manager shall provide a standard chart of accounts from its accounting system for all income and expense categories generated by operation and management of the Facility in accordance with all instructions received from FMAA and an appropriate software package related thereto.

(b) On or before the 15th day of each month, FMAA shall receive from Manager the monthly operating statement of income and expenses and budget variance report for the previous month's income and expenses. Manager's monthly report shall include a narrative with comments regarding significant events that occurred during the prior month and an explanation of material variances, defined as any item that varies 10% or more from the budgeted amount for that month.

(c) Manager shall also submit to FMAA, the monthly statements and reports with respect to the Facility and such other reports reasonably requested by FMAA.

(d) Manager shall provide special "customized" reports which FMAA may reasonably request in writing from Manager. Unless specified in this Agreement, Manager shall not be responsible

for the preparation of any form, reports, invoice or other tax returns required to be filed or prepared on behalf of FMAA in connection with the Facility by any local, state, federal or other governmental authority. Manager will cooperate with FMAA's accountants and staff in the preparation and filing of all required reporting relating to the income, expenses, and operations of the Facility, including but not limited to, rates and charges studies, flow and use research, and other parking related information.

(e) Manager, at FMAA's direction and as FMAA's agent, shall deposit all revenue collected daily into an account and bank as directed by FMAA. All funds collected, due, and derived from the FMAAs operations shall be deemed earned and due the FMAA during the term of this Agreement

(f) Manager shall ensure all revenue is collected, including monthly permits, parking dues and any other parking revenue due to FMAA arising from the operations at the Facility. Manager shall assume responsibility for any non-collection (including free parking allowed, or reduced rates without FMAA's written approval), loss, and theft of revenue by its employee's and or its agents. FMAA and Manager shall establish and agree to operational procedures to insure revenue and ticket accountability integrity. Manager shall be held responsible for all ticket loss resulting from any deviation from agreed upon operating procedures and will endeavor to reduce ticket loss within the agreed operational procedures. Such procedures shall be reviewed and amended by FMAA and Manager as operations conditions change or annually whichever comes first.

(g) Budgets. For each fiscal year, Manager shall prepare and submit to FMAA no later than May 1 of the preceding year (in a format approved by FMAA) a proposed operating budget which sets forth estimated operating and expense items for the management and operation of the Facility, delineated by month on cash and accrual basis accounting with detailed rationale for each material amount (each, an "Operating Budget" or "Budget") and which shall include a proposed operating plan describing the levels of staffing, Facility operating hours, pro forma projections, ("Annual Operating Plan") A copy of the Initial Annual Operating Plan is attached as Exhibit C.

If the proposed Budget is acceptable to FMAA, then FMAA shall endeavor to notify Manager within forty-five (45) days after FMAA's receipt of the proposed Budget and shall notify Manager no later than September 30th of each fiscal year. If approval of an Operating Budget is not given by FMAA on or before September 30th of each year, then the Approved Operating Budget for the immediately prior fiscal year shall be used plus a three percent (3%) increase in operating expenses as the Operating Agreement until such time as FMAA approves the proposed Operating Budget. The proposed Operating Budget when approved by FMAA shall then become the "Approved Operating Budget" for purposes of this Agreement. The Approved Operating Budget shall constitute an authorization for Manager to incur necessary charges to manage and operate the Facility; provided, however, that any such authorization to incur charges shall be limited to amounts specifically set forth in the Approved Operating Budget. Any contemplated expenditure that will result in (i) the total budget expenditures set forth in the Approved Operating Budget being exceeded by five percent (5%) or (ii) a particular budget line being exceeded by ten percent (10%) of such line item shall, in each case, require the prior written approval of FMAA except in an emergency situation. Manager shall notify FMAA in writing of the variance and FMAA shall approve or disapprove the expenditure in writing within five (5) business days after receipt of Manager's notification. Should FMAA fail to notify Manager within such five (5) business day period, then FMAA shall be deemed to have not approved such variance.

(h) Audits, Inspections, and Refunds:

(1) During the Record Retention Period, FMAA will have the right to cause audits to be made of Manager's records to verify Manager's statements and compliance with this Agreement. Audits and inspections will be conducted by an internal audit and/or inspection team, or an independent certified public accountant or consultant selected by FMAA. Manager will provide the team or consultant with reasonable access to the

relevant records and facilities, and the ability to photocopy records, at FMAA's expense, for audit evidence.

(2) If an audit shows Manager overcharged FMAA by three percent (3%) or more of the amounts due for any audited time period, Manager will pay FMAA for all reasonable costs and expenses incurred in conducting the audit, including any amounts paid to any auditor plus interest at one percent (1%) per month on the overpayment. Client will be responsible for the costs it incurs for all other audits and inspections conducted under this Section 10.

(3) Manager shall perform an operational audit each quarter throughout the term of this agreement. Audits and inspections can be conducted by an internal audit and/or Manager's inspection team, or by an independent consultant. Operation audit shall contain, at a minimum, a review of Standard Operating Procedures compliance, customer complaints and resolution, ticket accountability, cashier audits and general agreement compliance. Manager shall report all findings, positive or negative in a consolidated report no more than thirty (30) days following such audit. FMAA shall have forty-five (45) days to respond to findings report. If FMAA fails to respond within forty-five (45) days of receipt of report, FMAA agrees with findings and no further action is required. Manager agrees that all negative findings will be addressed within thirty (30) days, with the exception of revenue control issues, which shall be addressed within ten (10) days, and any financial loss found due to FMAA will be reimbursed within the aforementioned thirty (30) days, plus interest at one percent (1%) per month of any amounts due FMAA.

3.4 **Employees.** Manager shall employ management and operation employees to be employed "on site" and dedicated to the Facility on a part-time or full-time basis in the operation of the Facility, all subject to FMAA's approval. Manager shall obtain the prior written approval of FMAA before hiring any primary Facility manager(s) and/or assistant Facility manager(s) for the Facility, and Manager shall promptly deliver to FMAA the resumes and such other pertinent information as may be reasonably requested by FMAA with respect to such proposed facility manager and/or assistant Facility manager(s); provided, however, in the event of a vacancy of the property manager or assistant property manager, Manager shall have the right to temporarily fill the same with other qualified employees of Manager until a permanent replacement has been proposed by Manager and approved by FMAA. Manager shall promptly notify FMAA of a material change in such employees and any proposed change in the property manager for the Facility. Manager shall have in its employ at all times sufficient number of capable employees to properly, and economically manage, operate and maintain the Facility in accordance (subject to the budget) with this Agreement. All matters pertaining to the employment (including staffing levels and positions), supervision, compensation, promotion, and discharge of such employees are the responsibility of Manager, and Manager shall indemnify and hold harmless FMAA from and against any liability resulting therefrom.

(a) Manager shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions under Manager's control and other employer-employee related subjects, and Manager shall indemnify and hold harmless FMAA from and against any liability resulting therefrom. Manager represents that it is and will continue to be an Equal Opportunity Employer.

(b) **Employees of Manager.**

(1) Manager, as an independent contractor, has the authority to control and direct the operation of the Facility in accordance with the terms of this Agreement. The payments provided under this Agreement for the performance by Manager hereunder shall be payments by FMAA to Manager as an independent contractor and not as an employee.

(2) All persons employed at the expense of FMAA in connection with the management and operation of the Facility shall be employees of Manager, and not FMAA, or shall be consultants, independent contractor or contractors of Manager.

3.5 Collection of Assessments and Other Income. Manager shall use diligent efforts to collect all parking charges which may become due from services provided in connection with the use of the Facility. Manager shall identify and collect any income due FMAA for miscellaneous services provided to lessees or to the general public. All monies so collected shall be paid to FMAA. Manager shall be responsible for bad debts collection and or parking due payments. Manager shall maintain records of all parking not paid as due and follow collection procedures approved by the FMAA. All bad debt and parking due collection shall be deposited as collected each day and reported with the monthly required reporting. Manager may employ counsel and/or a collection agency to assist in the collection or enforcement of any right or remedy. Manager shall not write off any income items owed by one person or company over \$50 without the prior approval of FMAA. Manager shall prepare a report with all bad debt and parking due amounts on a monthly basis and shall include any Manger recommendations relating to any bad debt or parking due amount that they feel should be considered. Non-collection of debt and or Manager or its employees or agents not following FMAA approved S.O.P will be the responsibility of Manager and will be subject to reimbursement of the debt to the FMAA.

3.6 Maintenance, Repairs, Alterations. Manager shall initiate and supervise all repairs, decorations and alterations on or about the Facility, unless FMAA agrees, in writing, to perform those which are of a routine nature. Repairs which are not accounted for or otherwise contemplated or approved in the Budget must be first authorized in writing by the FMAA.

(a) Operations and Maintenance: Manager shall undertake and supervise all operational activities of the Facility, such as, but not limited to, cleaning, and any other maintenance and repair activity, unless FMAA agrees to perform in writing, to ensure operation of a quality project for FMAA; provided, however such work shall be approved in the Budget or otherwise approved by FMAA.

3.7 Compliance with Laws. Manager shall use reasonable efforts to cause the Facility to comply with any and all laws, ordinances, rules and regulations affecting the Facility. Manager shall promptly notify FMAA of any known violation of any federal, state or municipal or other governmental law, ordinance, rule or regulation due to the structure or condition of the Facility or the use made thereof by any occupant or employee.

3.8 Notification of Litigation. If Manager shall be apprised of any claim, demand, suit or other legal proceeding made or instituted against FMAA on account of any matter connected with the Facility, then Manager shall provide FMAA with all information in its possession in respect thereof, and shall assist and cooperate with FMAA in all reasonable respects in the defense of any such suit or other legal proceeding. FMAA shall reimburse Manager for all necessary and reasonable expenses incurred by Manager on FMAA's behalf (unless such litigation was attributable to the gross negligence or malfeasance of Manager).

3.9 Manager's Expenses. All expenses of Manager in performing its duties hereunder, including, but not limited to, wages, salaries, payroll taxes described in Section 4.1, below and reasonable expenses relating to day-to-day management activities and standard employee benefits paid by Manager to personnel involved with the management of the Facility, as set forth in the Approved Operating Budget, shall be reimbursed to Manager. Except as set forth in an Approved Operating Budget, any bonuses paid by Manager to any personnel involved with the management of the Facility shall be subject to the prior approval of FMAA. Manager shall prepare and file 1099 Forms with the Internal Revenue Service for reporting payments to contractors and subcontractors employed on the Facility and shall promptly deliver copies of such forms to FMAA after the filing thereof. Manager shall be reimbursed for all such filing and accounting costs by FMAA.

3.11 Subcontracts / Service Contracts. Manager shall not enter into any subcontract or service contract for its work unless such subcontract is first approved by FMAA in writing.

3.12 Contracts with Related Parties. Manager shall not enter into any agreement or other arrangement regarding FMAA or the Facility with any party in which Manager has a direct or indirect interest, unless such interest and such contract or arrangement shall first have been fully disclosed to and approved by FMAA in writing

3.13 Availability of Manager; Facility Office. At all times during specified Facility Operating hours (as defined in the Annual Operating Plan) Manager shall be available (in person or by telephone) to, or shall cause a representative of Manager to be available (in person or by telephone) to, tenants and other users of the Facility. Subject to availability, Manager will maintain a Facility management office in the Facility.

ARTICLE IV

INSURANCE

4.1 Manager's Insurance. Manager shall, secure and maintain with one or more insurance companies having a Best Rating of A- or higher, satisfactory to FMAA, the following insurance:

(a) worker's compensation in accordance with State law including coverage for principals of Manager, and employer's liability insurance covering all employees of Manager in accordance with state law with limits not less than One Million Dollars (\$1,000,000) per employee per accident;

(b) owned, non-owned or hired automobile liability insurance with bodily injury and property damage liability limits for each accident of not less than One Million Dollars (\$1,000,000);

(c) Commercial General Liability, Facility Liability and Facility keepers Liability: (Occurrence form) insuring bodily injury, personal injury, and property damage arising out of all operations of the named insureds and including products and completed operations; independent contractors; explosion, collapse, and underground hazards (X, C, U); contractual liability specifically covering the "Hold Harmless Agreement" provision in this Agreement set forth below; broad form property damage, including completed operations; severability of interest wording insuring claims between insureds; FMAA, Blaine County and the City of Hailey, and their authorized representatives shall be included as additional insureds and an endorsement stating that coverage for FMAA, Blaine County and the City of Hailey, and their authorized representatives under Contractor's policy is primary and noncontributing before any other insurance or self-insurance including any deductible with other insurance available to FMAA, Blaine County and the City of Hailey, and their authorized representatives. Covered Auto symbols 21 "Any Auto" and 30 "Autos Left with You For Service, Storage or Safekeeping" must be used. The limits of liability shall not be less than: \$1,000,000 Facilitykeepers specified perils, \$1,0500,000 Facilitykeepers collision including drive-away collision for not less than one mile from the premises, \$2,000,000 Facility liability each occurrence, bodily injury, personal injury, and property injury; \$2,000,000 annual aggregate for the products and completed operations hazard; and \$2,000,000 general aggregate for this location or job, if a general aggregate applies, and which policy shall not contain an exclusion for voluntary parting with a covered auto by trick, scheme or under false pretense; (d) excess liability in the minimum amount of \$5,000,000 which shall be in excess of the coverages referred to in clauses (a), (b) and (c);

(d) crime/employee dishonesty insurance covering each employee of Manager having access to or responsibility for the handling of any funds or accounts of FMAA and including "client's coverage", in an amount not less than \$500,000.

Manager shall provide FMAA with certificates evidencing all insurance coverage required by this Section 4.2, including evidence that FMAA is listed as an additional insured party on such policies (with the exception of the workers compensation coverage), within five (5) days after the date of the mutual execution and delivery of this Agreement, each of which shall provide that FMAA shall receive not less than thirty (30) days prior written notice of any cancellation, non-renewal or material change of the insurance coverage referred to in such certificate. Manager shall provide FMAA with evidence reasonably satisfactory to FMAA that such policies have been renewed prior to the scheduled expiration date thereof, including evidence that FMAA is listed as an additional insured party on such renewal policies. FMAA will not reimburse Manager for Manager's cost of such insurance, or for any and all coverages that Manager obtains for its own account or any coverage above FMAA's requirements. Manager shall also require all contractors and subcontractors performing work on, in, or about the Facility for compensation in excess of \$25,000 in any calendar year to maintain the coverages outlined in this Section 4.2 (other than Sections 4.1(d) above).

4.2 FMAA's Insurance. FMAA, at its expense, will obtain and keep in force insurance, with such limits and deductibles and with such insurance companies as reasonably determined by FMAA, against (i) physical damage to the Facility (e.g., fire with extended coverage endorsement, boiler and machinery, etc.), and (ii) liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Facility with a limit of not less than \$5,000,000 per occurrence. The liability insurance coverage referred to in clause (ii) above shall be comprehensive or commercial general insurance, shall name Manager as additional insured with respect to liability to third parties, and shall include broad form contractual liability coverage. FMAA shall provide Manager with certificates evidencing the coverage required by this Section 4.2.

(a) FMAA shall take no action which might bar Manager from obtaining any protection afforded by any insurance policy which Manager might be protected by or which might prejudice Manager's defense to a claim based on any loss, damage or injury.

(b) Manager shall:

(1) notify FMAA and FMAA's insurance carrier within three (3) business days after Manager receives written notice of any loss, damage or injury to persons or property in, on or at the Facility, and

(2) take no action (such as admission of liability) which might bar FMAA from obtaining any protection afforded by any policy FMAA may hold or which might prejudice FMAA in its defense to a claim based on any such loss, damage or injury.

(c) Manager shall furnish whatever information is requested by FMAA for the purpose of establishing the placement of insurance coverages and shall aid and cooperate in every reasonable way with respect to such insurance and any loss claimed thereunder.

(d) Each party's physical damage insurance will include (if obtainable) a waiver of subrogation, and each party waives its right of recovery against the other and/or the other's insurance carrier for property loss or damage. Promptly following request, if available, each party will send to the other party a copy of the clause or endorsement containing the waiver of subrogation provision.

4.3 Hold Harmless and Indemnity. Manager agrees to use due care in the performance of this Agreement; however, Manager will not be responsible for, and FMAA agrees to defend, indemnify and hold Manager harmless for, from and against, any third party liabilities, claims, demands or legal proceedings (including the costs, expenses and reasonable attorneys' fees incurred in defending such matters) for bodily injury or property damage arising from the management and operation of the Facility, except with respect to liabilities, claims, demands or legal proceedings caused by, relating to or arising

from (a) the negligent acts or willful misconduct of Manager or Manager's agents, employees, or representatives; (b) acts or omissions of Manager or Manager's agents, employees or representatives which are outside the scope or contrary to the provisions of this Agreement; or (d) workers compensation or other claims by Manager's employees relating to any employment matters. In addition, FMAA shall indemnify and hold Manager harmless for failure to pay any charges against the Facility to the extent that necessary funds for such payment are not made available to Manager by FMAA upon request therefor by Manager, provided that such charges were incurred in accordance with the Approved Budgets or approved in writing by FMAA. This indemnity provision shall survive termination or expiration of this Agreement. If any proceeding is filed for which indemnity is required hereunder, such indemnifying party agrees, upon request therefore, to defend the indemnified party in such proceeding at such indemnifying party's sole cost and expense, utilizing counsel satisfactory to the indemnified party.

4.4 Manager's Hold Harmless and Indemnity. Manager agrees to fully indemnify, save and hold harmless the City of Hailey, Blaine County, FMAA, their Board Members, officers, elected officials, agents or employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to Manager or to third persons or their property, caused by the (a) the negligent acts or willful misconduct of Manager or Manager's agents, employees, or representatives; or (b) acts or omissions of Manager or Manager's agents, employees or representatives which are outside the scope or contrary to the provisions of this Agreement. This indemnity provision shall survive termination or expiration of this Agreement. If any proceeding is filed for which indemnity is required hereunder, such indemnifying party agrees, upon request therefore, to defend the indemnified party in such proceeding at such indemnifying party's sole cost and expense, utilizing counsel satisfactory to the indemnified party.

ARTICLE V

MANAGER'S COMPENSATION

5.1 Fees and Commissions. As compensation for performance of its obligations under this Agreement, FMAA shall pay Manager base Management Fee and Incentive Management Fees, if any, as defined and set forth in Exhibit B attached hereto (the "Management Fee").

5.2 Transient Income.

(a) For the purposes of computing the Incentive Fee, "Transient Income" shall mean total collections and income received from the Facility, including, but not limited to, all daily transient and monthly income derived from the utilization or operation of the Facility.

(b) Transient Income shall exclude:

(1) Parking income due and paid directly to the FMAA through lease agreements with the tenants of the Airport.

(2) Sales, excise or other taxes payable in respect of the management and/or maintenance of the Facility; limited to sales, excise, or other taxes payable for the management and/or maintenance of the Facility paid by Manager as required.

ARTICLE VI

TERM AND TERMINATION

6.1 Term. This Agreement shall commence on the Commencement Date specified in Subsection 1.2 above, and shall continue for an initial period of thirty-two (32) months through September 30, 2020. FMAA at its sole discretion and approval of the FMAA Board of directors, have the exclusive right to extend this agreement for two 2 additional twelve (12) month periods; provided, that, notwithstanding anything in

this Agreement to the contrary, FMAA may terminate this Agreement for any reason upon not less than ninety (90) days prior written notice to Manager.

6.2 Manager's Right to Terminate for FMAA Default. Notwithstanding anything to the contrary set forth herein, in the event that FMAA defaults hereunder with respect to any material covenant, term or provision of this Agreement and has not commenced the cure of such default within forty-five (45) days following the receipt of the written notice from Manager specifying the nature of such default and thereafter diligently pursuing such cure of such default to completion, then Manager may terminate this Agreement upon sixty (60) days written notice.

6.3 Manager's Obligations After Termination. Upon the termination of this Agreement, Manager shall:

(a) Deliver Records And Keys: Immediately deliver to FMAA or make available to FMAA for pick-up at the Facility, or such other person or persons designated by FMAA, copies of all books and records of the Facility, all funds in the possession of Manager belonging to FMAA or received by Manager pursuant to the terms of this Agreement, and all keys or combinations to locks then in Manager's possession.

(b) Assignment: Immediately, assign, transfer or convey to FMAA or to such person or persons as may be designated by FMAA all service contracts and personal property relating to or used in the operation and maintenance of the Facility, except any personal property which was paid for and is owned by Manager.

(c) Termination of Obligations; Rights to Compensation: Upon any termination pursuant to this Article VII, the respective obligations of the parties hereto shall cease as the date specified in the notice of termination provided Manager shall be entitled to receive any and all compensation which has accrued prior to the effective date of such termination and any such amount shall be payable to Manager upon satisfaction and completion of its post termination obligations hereunder.

(d) Deliver Parking Equipment: Immediately deliver, in good condition, to FMAA all supplies, valet equipment, parking equipment, Facility cleaning and maintenance supplies and all other property belonging to FMAA used in operations and maintenance of the Facility.

6.4 Final Accounting.

(a) Manager shall, within thirty (30) days of the date of expiration or termination of this Agreement, deliver to FMAA the following:

(1) Any balance of monies of FMAA then held by Manager.

(2) All receipts for deposits, unpaid bills, correspondence and other documents, books and records, which are the property of FMAA in the possession of Manager.

(3) A complete accounting of all funds and property of FMAA held or controlled by Manager.

If FMAA does not object in writing (specifying in reasonable detail the bases for such objections) delivered to Manager within sixty (60) days following FMAA's receipt of the foregoing, FMAA shall be deemed to have approved all of the foregoing and Manager shall be deemed to have fully performed all of its obligations under this Agreement and shall, subject to Section 4.3 and such other provisions which shall survive termination hereunder, be fully released by FMAA from any and all liability or obligation to FMAA under this Agreement accruing from and after the date of such termination.

ARTICLE VII

CONFIDENTIAL INFORMATION

7.1 Confidentiality. Except as required by law, relevant in any litigation or arbitration proceedings between the parties hereto, disclosed in connection with the ordinary and reasonable performance of its duties hereunder, or expressly permitted by FMAA, Manager shall not disclose any non-public information regarding FMAA or the Facility which Manager learns in connection with its rights and/or duties under this Agreement ("Privileged Information"). Manager shall immediately notify FMAA of any court order or subpoena seeking such disclosure.

Without in anyway limiting the foregoing, Manager shall not use Privileged Information obtained or learned in connection with its position or duties as Manager of the Facility for the purpose of causing unfair competition with the Facility by other projects owned or managed by Manager or its affiliates. the provisions of this Article VII shall survive the expiration or termination of this Agreement.

ARTICLE VIII

NOTICES AND ASSIGNMENTS

8.1 Notice. All notices, demands, consents, and reports provided for in this Agreement shall be in writing and shall be given to FMAA or Manager at that address set forth below or at such other address as they individually may specify thereafter in writing:

FMAA:

FRIEDMAN MEMORIAL AIRPORT
AUTHORITY
1616 Airport Circle
Hailey, ID 83333
Attn: Airport Manager

MANAGER:

THE CAR PARK, LLC
P.O.Box 2237
Boise, Idaho 83702
Attn: Jeff Wolfe

Any such notice or other communication shall be deemed received (i) immediately upon delivery in person, (ii) three (3) days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid or (iii) one (1) day after delivery by recognized overnight courier service, addressed to the foregoing address. Such notices, demands, consents, and reports may also be delivered by any other method or means permitted by law and providing proof of delivery.

8.2 Assignments. Except as hereinafter provided, this Agreement and all rights hereunder shall not be assignable by Manager except for assignment to an affiliate of Manager reasonably approved by FMAA. Subject to the foregoing limitations on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Whenever in this Agreement, a reference is made to any of the parties hereto, such reference shall be deemed to include a reference to the successors and assigns of such parties.

ARTICLE IX
MISCELLANEOUS

- 9.1 **Consent and Approval.** FMAA's consents or approvals may be given only by representatives of FMAA from time to time designated in writing by a duly authorized representative of FMAA.
- 9.2 **Signs.** Subject to FMAA's approval as to size, design and location, Manager may place and remove, or cause to be placed and removed, such signs upon the Facility which Manager deems appropriate including, without limitation, a sign announcing that the Facility is under Manager's management.
- 9.3 **Pronouns.** The pronouns used in this Agreement that referred to Manager shall be understood and construed to apply whether Manager be an individual, co-partnership, corporation or an individual or individuals doing business under a firm or trade name.
- 9.4 **Amendments.** Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless made by the parties in writing.
- 9.5 **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 9.6 **Representations.** Manager represents and warrants that it has all necessary authority to enter into this Agreement and perform all obligations of Manager hereunder. FMAA represents and warrants it has all necessary authority to enter into this Agreement.
- 9.7 **Complete Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes and takes the place of any and all previous management agreements for the Facility entered into between the parties hereto.
- 9.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
- 9.9 **Attorney's Fees.** In the event that a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by a judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.
- 9.10 **Survival of Obligations.** The provisions of this Agreement with respect to any indemnity obligation or any obligation of FMAA to pay any sum in order to perform any act required by this Agreement after the expiration or other termination of this Agreement shall survive the expiration or other termination of this Agreement.
- 9.11 **Subordination to Financing.** Upon request by FMAA, Manager shall execute such commercially reasonable form of assignment and subordination of management agreement which may, in addition to other standard provisions: (i) confirm that this Agreement is subject and subordinate to the lien of any first priority deed of trust, first priority mortgage, other first priority security instrument (including any renewal, modification, amendment, consolidation, extension or replacement of any of the foregoing) now or hereafter encumbering the Facility or any portion thereof, and (ii) allow this Agreement to be terminated

upon not less than thirty (30) days' notice from such mortgagee stating that FMAA is in default under the applicable mortgage loan and that said lender has elected to terminate this Agreement.

9.12 Patriot Act Representation. Manager represents and warrants to, and covenants with FMAA that neither Manager nor any of its constituent owners, affiliates or subcontractors currently are, or shall be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act").

ARTICLE IX

EQUIPMENT AND IMPROVEMENTS

10.1 Manager may, with the FMAAs written approval, purchase and install other equipment or improvements which the parties agree should be installed as part of the revenue and traffic control system and operational requirement for the parking facilities. Title to equipment and improvements so purchased and installed by Manager shall vest in the FMAA upon installation. The total cost thereof (including delivery and installation cost and taxes) shall be deemed a reimbursable costs hereunder and reimbursed to Manager by the FMAA within 30 days.

10.2 FMAA may elect to, and Manager shall allow, enter into a mutually agreed amortization program as attached in Exhibit D. If the parties enter into an amortization program for equipment and or improvements, monthly amortization costs shall be a reimbursable expense. FMAA shall reserve the right to purchase the remaining unamortized portion of any equipment and or improvements with 30 day written notice to Manager without penalty or additional costs.

10.3 Capital Improvements. Owner acknowledges that Manager shall, at its own initial expense, purchase for use at the Parking Facility the following equipment (collectively, including taxes and installation charges, the "Equipment").

Manager has provided the Owner with a detailed list of the Equipment and the total cost of which is estimated to be \$143,760.49. Manager shall amortize the cost of the Equipment over a three (3) year period commencing as of the purchase of the Equipment (or such other date as the parties may mutually agree), at an interest rate of 6.5% per annum. The monthly amortization charge is estimated to be \$4,422.49 payable by Owner to Manager, which Manager will include as a monthly Operating Expense of the Parking Facility. The final monthly amortization amount will be calculated based on Manager's cost of the Equipment, as described above, and provided to Owner. Manager has provided Owner with an estimated amortization schedule for the Equipment.

Owner shall pay to Manager the remaining unamortized cost of the Equipment:

(a) upon expiration of this Agreement, if there remain any unamortized costs of the Equipment as of such date;

(b) upon the termination of this Agreement for any reason; or

(c) at any time, prior to the expiration of this Agreement or upon termination of this Agreement for any reason, at Owner's sole discretion, and in any such event, upon such payment by Owner, the Equipment shall become the property of Owner. Manager does not give any warranty, express or implied, with respect to the Equipment, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

The Equipment is and shall remain Manager's sole property during the term of this Agreement. Owner hereby appoints Manager or its agent as its true and lawful attorney-in-fact to affix Owner's signature to any security interest financing statements prepared and filed by Manager on Owner's behalf with the same force and effect as if Owner had signed such financing statements. If Manager requests, Owner agrees to sign financing statements in order for Manager to publicly record its security interest in the Equipment. This Agreement or a copy of this Agreement shall be sufficient as a financing statement and may be filed as such.

10.4 FMAA may elect to move to an automated revenue collection system. To include remote monitoring and reduced cashier staffing. If FMAA elects automated operations, Manager will develop a implementation, staffing plan and operating costs to be approved by FMAA in advance.

10.5 FMAA shall reserve the right to ask Manager to design and implement, with FMAAs final approval, an online presence and or payment system for FMAA parking, such costs, initial implementation and any ongoing update and maintenance costs, to be approved by FMAA in advance, will be considered a reimbursable operating expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

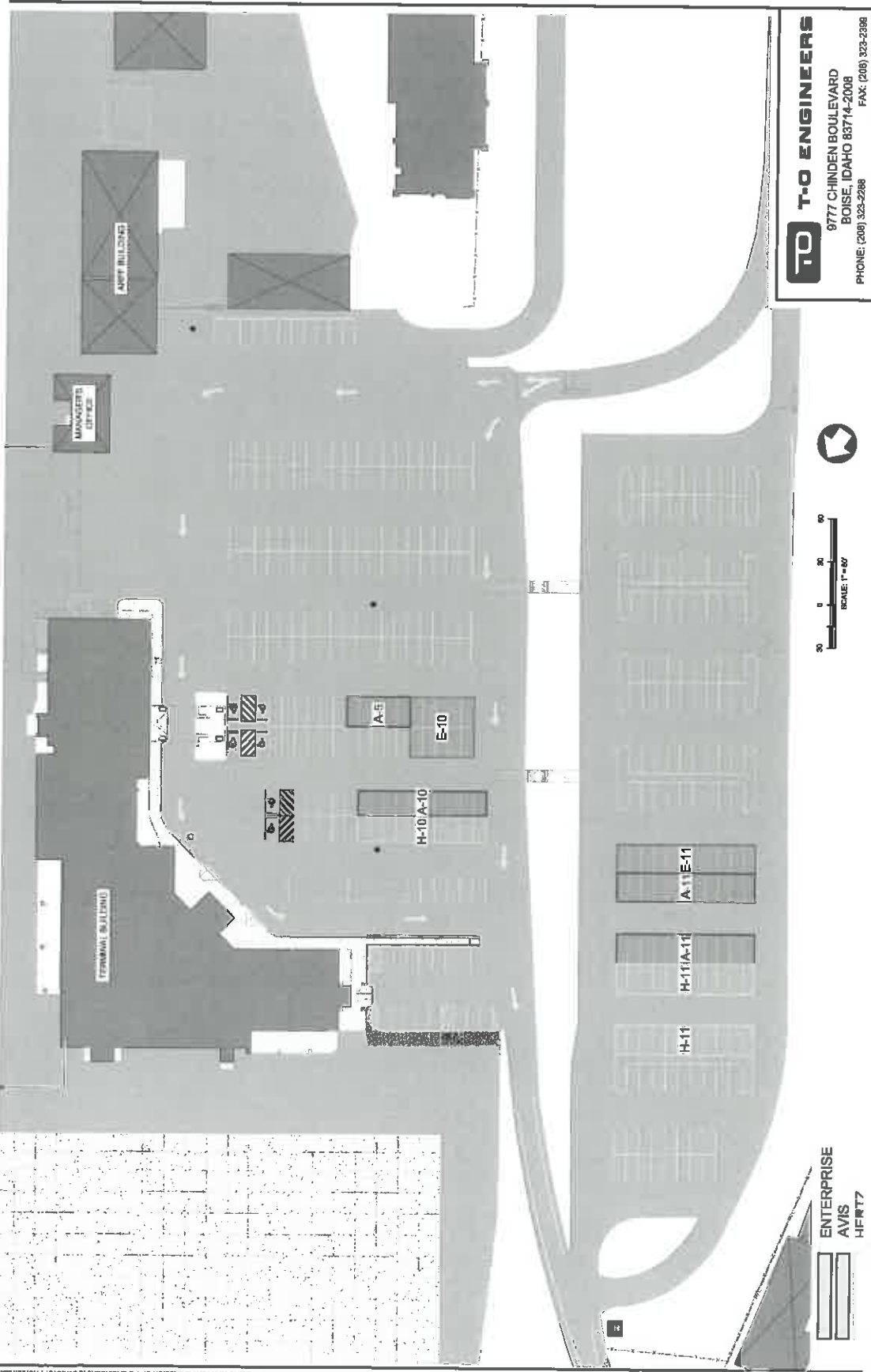
THE CAR PARK, LLC

**FRIEDMAN MEMORIAL AIRPORT
AUTHORITY:**

BY: _____

BY: _____

EXHIBIT A
PROPERTY DESCRIPTION



T-O ENGINEERS
 9777 CHINDEN BOULEVARD
 BOISE, IDAHO 83714-2008
 PHONE: (208) 323-2288 FAX: (208) 323-2286

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EXHIBIT B
SCHEDULE OF FEES

BASE MANAGEMENT FEE:

Commencement Date (estimated to be March 1, 2018 through September 30, 2020)

2017/18	\$33,000	Annually, (based on aid in twelve 12 equal monthly installments, <i>pro rated</i> based on commencement date)
2018/19	\$33,996	Annually
2019/20	\$35,016	Annually

In addition to the Base Management Fee, Manager shall also be reimbursed for its Direct Personnel as defined below and reimbursable expenses outlined in Exhibit C, the Initial Annual Operating Plan.

Direct Personnel:

Manager shall be due, in addition to the Base Management Fees defined above, reimbursement for costs incurred to employ direct personnel ("Direct Personnel"). Direct Personnel shall be defined as persons responsible in the day-to-day onsite management and oversight of the facility. FMAA shall only be charged the percentage of time the Direct Personnel actually spend on management of the facility. In no event shall Direct Personnel costs include compensation for any position above the Onsite Manager without expressed written approval of FMAA. All Direct Personnel costs shall be identified and approved as part of the Annual Operating Plan.

EXHIBIT C

INITIAL OPERATING PLAN, SCHEDULE & BUDGET

March 2018

Scheduling and Staffing Between (March – May 2018 Pre-Automation/Construction):

- Location will be staffed with a Cashier at the exit booth Monday through Friday 5:00 am to midnight and Saturday through Sunday 5:00 am – 11:00 pm during the construction process.
- The Onsite Manager (OM) will be scheduled Monday through Friday 8:30 am-5:30 pm with the flexibility to reschedule earlier or later, based on events that may occur or as assigned.
- OM will be expected to audit the prior days paperwork by approximately 9:00 a.m. Upon completion of paperwork, the OM will transition into the cashier duties and the cashier will fulfill the duties of Parking Ambassador(PA). The PA's primary responsibilities shall be to monitor the parking lot for safety, airport regulation compliance and user assistance. The PA will be scheduled during peak passenger periods Monday through Friday 10 am to 3:30 pm and 5:00 pm to midnight and on Saturday and Sunday 10:00 am to 3:00 pm and 5:00 pm to 11:00 pm.
- If an employee is unable to work, their first contact is the OM. If they cannot contact the OM, the Boise AGM or GM will be contacted. If management cannot be contacted, the employee shall be expected to contact their co-workers to fill their shift. OM shall report any unfilled shifts to the Airport Management staff.
- If there is an emergency and a short-term employee is needed, a pool of experienced managers and employees will be available from the Boise main office to cover shifts at the location. If this coverage is required long-term, the option of contracting with a temp agency is an option. Contracting with a temp agency shall be utilized if all other options are exhausted due to specific training and employee standard requirements.

Cashier Daily Duties:

- Upon arriving on site, Cashier will lower the gates, make sure all equipment is operating properly and replenish ticket stock if needed. They shall also conduct a license plate inventory and pick up rubbish. (Once the facility is automated the gate lowering and raising before and after the shifts will not be necessary).
- During their shift, the Cashier will:
 - Collect credit card and cash payments from the customers who are exiting the facility
 - Monitor the ticket dispensers to ensure tickets stock is full, check for receipts and empty the collection bins with old tickets.
 - Clean the booth during the slower periods and keep tickets in order between transactions.
 - Create inventory of supplies that need to be replenished and provide that inventory to the OM.

Cashier End of Shift Duties:

- At shift end, Cashier will:
 - Collect and assemble all the tickets and paper work for auditing by the OM.
 - Reconcile the bank for the next shift before logging off the fee computer.

- Upon paperwork and tickets reconciliation, place all cash, credit card slips and completed deposit slip into a sealed plastic deposit bank bag and seal it. The tab at the top of the deposit bag shall be removed stapled to the top of the daily cash report (DCR) for the OM to review.
- If the cashier is closing alone, they shall also be required to complete the following:
 - Walk the lot and conduct the final license plate inventory
 - Pick up rubbish
 - Check the equipment to make sure it's operating properly and replenish ticket stock
 - Sweep out the cashier booth and leave it in clean condition
 - Lock the windows, empty trash receptacle and lock the booth
 - Raise the gates before leaving for the evening. (Once the facility is automated the gate arms will stay down)

Transition from Cashier to Parking Ambassador:

- Once the Onsite manager has arrived and finished auditing paperwork (approximately 9:00 am), the Cashier will become a PA and shall conduct the following duties:
 - Interact with customers and be a proactive/hands-on customer service representative
 - Monitor ground transportation operations (GTSP) to insure compliance with airport regulations. If any issues of non-compliance are found, notification shall be provided to the Airport Management office. If possible, obtain the company name, driver name, vehicle description, license plate number and a picture to document or demonstrate the event.
- Monitor rental car operations for cars not in their assigned parking stalls. If vehicles are not parked in their assigned parking stalls, an inventory shall be taken for invoicing purposes (Company Name, License Plate, Time and Location)
 - Write warnings/violations for any vehicles parked improperly or left unattended on the air passenger terminal curb
 - Monitor short term parking and ADA parking (short term may eventually include a different fee structure if vehicle is left over the allocated time)
 - Clean snow off any vehicle covered in snow during the winter months
 - Check the lot for abandoned vehicles and alert the OM. OM shall contact airport operations for a possible relocation.
 - Assist any users who may need assistance with starting their vehicle
 - Assist with blocking off traffic and lanes as need during construction preparation
 - Block off spaces or rows to assist airport operations with snow plowing
 - Check on the ticket dispensers and gates in the lot and inside the terminal to ensure they are operating properly and replenish ticket stock as needed
- Direct customers and assist with the general flow of traffic

Daily Auditing by Onsite Manager and Deposits:

- The OM will reconcile the previous days transactions daily and as follows:
 - Collect the prior days deposit bank bags from the safe and reconcile the prior days DCR, collected tickets and credit card receipts with the deposit slips
 - Enter the DCR's into the combined DCR report. The consolidated report shall be utilized to provide a consolidated verification of the tickets, credit card and cash transactions.

- Deliver the all the sealed deposit bags to the bank and deposit them into the account designated by the Airport Management office and obtain a receipt. If a deposit is completed after hours, obtain the receipts the following morning.
- Provide a copy of the DCR's and combined DCR, the bank receipt to the Airport Management office and the Boise main office via email.

Onsite Manager Duties:

- Maintain accurate scheduling and timesheet data using software approved by the Boise main office. Timesheets will be reviewed and approved by the AGM or GM and payroll will be processed by the Boise main office.
- Manage all time off requests and PTO/Vacation.
- Interview and train all new staff members within two weeks of the start date.
- Maintain employee accountability and company defined customer service standards
- Responsible for conducting annual employee reviews, issuing verbal and written warnings and termination proceedings, as applicable.
- Audit paperwork, tickets, valet tags, car rental inventory, make cash deposits and process reports in accordance with company policy
- During peak times, assist the valet by auditing the vehicle counts and paperwork
- Serve as and complete the duties of the cashier or PA, as needed or assigned

On-Call Monitoring Services:

- On-Call Monitoring service shall provide a visual and interactive link to the Boise main office call monitoring center 24/7, seven days a week. All equipment to include dispensers and pay stations will be equipped with a call button, intercom and monitor to assist customers when an attendant is not available or after hours. The on-call monitoring center will have access to cameras located at designated locations and equipment diagnostic reporting to assist with resolving issues related to access cards, credit card processing, tickets and other general trouble shooting. If the on-call monitoring center is not able to resolve the issue, the customer's name and contact information will be taken for follow up by the OM and the gates will be opened remotely to allow the customer to enter/exit.
- Prior to implementation of on-call monitoring, the GM or AGM shall coordinate with the Airport Management office to create a situation resolution scenario process (Example; Issue: Machine not accepting customer credit card. Resolution: Gather customer's information for invoicing and remotely open the gate).
- If there is a credit card jam, ticket jam, ticket stock is out, receipts stock is out or there is a broken gate arm, then the on-call monitor will contact the OM, AGM or GM if needed to resolve the issue. At the end of an on-call monitor's shift, an email is sent to the OM to provide them the details of the on-call monitoring services provided during their shift.

Scheduling and staffing Between (June – September 30, 2018 Post-Automation Construction):

- There will be operational adjustments once the new equipment is installed and they're listed below:
 - The location will be staffed with a cashier at the exit booth (Monday through Friday 6:30 am to Midnight) and (Saturday through Sunday 6:30 am to 11pm). This may be adjusted once the on-

- call monitoring is implemented and verified to provide staffing flexibility as agreed upon with the Airport Management.
- The OM will be scheduled (Monday through Friday 8:30am-5:30pm) with the flexibility to adjust their schedule earlier or later depending on events that may occur or as assigned.
- The OM will be expected to audit the prior days paperwork by approximately 9:00 a.m. Upon completion, the OM will transition into the cashier duties and the cashier will fulfill the duties of Parking Ambassador(PA).
- The PA's primary responsibilities shall be to monitor the parking lot for safety, airport regulation compliance and user assistance. The PA will be scheduled during peak passenger periods Monday through Friday 9:00 am to 3:30 pm and 5:00 pm to midnight and on Saturday and Sunday 10:00 am to 3:30 pm and 5:00 pm to 11:00 pm.
- PA will assist with educating customers with usage of the new equipment at the entrance, exit and inside the terminal.

Construction Valet Staffing and Duties, as required, between (March – May 2018):

- Valet staff will be available during the three month construction period. The schedule will be (Monday through Friday 10:00 am to Midnight) and (Saturday and Sunday 10:00 am to 10:30pm).
- When parking becomes full or as needed, the valet staff shall take control and provide valet service and will tightly “stack” vehicles to accommodate construction and customer needs.

Valet Duties During Arrival:

- Valet stand/area will be located near the drop off area.
- Valet staff will assist with customer and provide a valet receipt.
- Valet will inventory vehicles and “stack” them in an area designated by the Airport Manager.

Valet Duties During Departure:

- Valet staff will line up the vehicles for pick up in order of customer flight arrival times.
- Valet assist customers and provide their exit valet tag.

Valet duties Between Flights and Downtimes:

- Interact with customers and be a proactive/hands-on customer service representative
- Monitor ground transportation operations (GTSP) to insure compliance with airport regulations. If any issues of non-compliance are found, notification shall be provided to the Airport Manager. If possible, obtain the company name, driver name, vehicle description, license plate number and a picture to document or demonstrate the event.
- Clean snow off any vehicle covered in snow during the winter months
- Check the lot for abandoned vehicles and alert the OM. OM shall contact airport operations for a possible relocation.
- Assist with blocking off traffic and lanes as need during construction preparation
- Block off spaces or rows to assist airport operations with snow plowing
- Direct customers and assist with the general flow of traffic
- Prepare vehicles for arriving customers in order of flight arrival times.

Friedman Memorial Airport Staffing Schedule March - September 2018

■ Manager Duties
 ■ Cashiering
 ■ Customer Ambassador / Attendant
 ■ Valet

March - May 2018

Staffing	Days	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Onsite Manager	Monday - Friday																				
Attendant #1	Monday - Friday																				
Attendant #2	Monday - Friday																				
Attendant #3	Monday - Friday																				

Attendant #4	Saturday - Sunday																				
Attendant #5	Saturday - Sunday																				
Attendant #7	Saturday - Sunday																				

June - September 30th 2018

Staffing	Days	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Onsite Manager	Monday - Friday																				
Attendant #1	Monday - Friday																				
Attendant #2	Monday - Friday																				
Attendant #3	Monday - Friday																				

Attendant #4	Saturday - Sunday																				
Attendant #5	Saturday - Sunday																				
Attendant #6	Saturday - Sunday																				
Attendant #7	Saturday - Sunday																				

Construction Valet (if needed to compensate for loss of stalls during construction)

March - May 2018

Staffing	Days	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Valet #1	Monday - Friday																				
Valet #2	Monday - Friday																				

Valet #3	Saturday - Sunday																				
Valet #4	Saturday - Sunday																				

Fiscal Year 2017 Budget

Revenue	October	November	December	January	February	March	April	May	June	July	August	September	2017-18
TOTAL REVENUE COLLECTED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,887	\$ 32,230	\$ 34,948	\$ 33,991	\$ 37,618	\$ 40,543	\$ 37,019	\$ 259,236
TOTAL INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,887	\$ 32,230	\$ 34,948	\$ 33,991	\$ 37,618	\$ 40,543	\$ 37,019	\$ 259,236
EXPENSES													
Payroll	-	-	-	-	-	16,089	15,530	16,229	15,012	15,557	15,704	14,865	108,984
Holiday/OT/PTO	-	-	-	-	-	804	776	811	751	778	785	743	5,449
Payroll Taxes	-	-	-	-	-	1,858	1,794	1,874	1,734	1,797	1,814	1,717	12,588
Health Insurance	-	-	-	-	-	2,200	2,200	2,200	2,200	2,200	2,200	2,200	15,400
Signage	-	-	-	-	-	50	50	50	50	50	50	50	350
Office Supplies	-	-	-	-	-	125	125	125	125	125	125	125	875
Ticket Stock	-	-	-	-	-	600	600	600	600	600	600	600	4,200
Cell Phone	-	-	-	-	-	80	80	80	80	80	80	80	560
Equipment Internet	-	-	-	-	-	500	500	500	500	500	500	500	3,500
Handheld Devices (LPR)	-	-	-	-	-	1,600	-	-	-	-	-	-	1,600
Handheld Monthly Cost	-	-	-	-	-	499	499	499	499	499	499	499	3,493
Handheld Paper Stock	-	-	-	-	-	-	-	-	-	-	-	-	100
Internet Advertising	-	-	-	-	-	300	300	300	300	300	300	300	2,100
Laptop and Software	-	-	-	-	-	1,500	-	-	-	-	-	-	1,500
Cleaning Supplies	-	-	-	-	-	30	30	30	30	30	30	30	210
Repairs and Maintenance	-	-	-	-	-	625	625	625	625	625	625	625	4,375
Equipment Amortization	-	-	-	-	-	4,422	4,422	4,422	4,422	4,422	4,422	4,422	30,957
Hiring Expenses	-	-	-	-	-	-	300	-	-	300	-	-	600
Customer Service Training	-	-	-	-	-	-	-	600	-	-	-	-	600
Miscellaneous	-	-	-	-	-	35	35	35	35	35	35	35	245
Remote Monitoring	-	-	-	-	-	-	-	-	1,250	1,250	1,250	1,250	5,000
Management Fee	-	-	-	-	-	2,750	2,750	2,750	2,750	2,750	2,750	2,750	19,250
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,068	\$ 30,616	\$ 31,731	\$ 31,063	\$ 31,898	\$ 31,769	\$ 30,792	\$ 221,936
Monthly Budget	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 8,819	\$ 1,614	\$ 9,217	\$ 2,928	\$ 5,720	\$ 8,774	\$ 6,227	\$ 37,300

Employee Schedule	Hourly Rate	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
On-site Manager	\$ 24.00	8:30am-5:30pm	8:30am-5:30pm	8:30am-5:30pm	8:30am-5:30pm	8:30am-5:30pm		
Cashier/Parking Ambassadors	\$ 15.00	6:30am-12am	6:30am-12am	6:30am-12am	6:30am-12am	6:30am-12am	6:30am-11pm	6:30am-11pm
Valet - (Mar-May)	\$ 15.00							

Note: The cost of the valet operation (as communicated to Operator) will be \$22,000 for the 3-month period March - May. This is not included in the expenses above.

EXHIBIT D
STANDARD OPERATING PROCEDURES MANUAL

(To be approved by FMAA & attached to agreement no later than 45 days following agreement commencement)

EXHIBIT E

EQUIPMENT AND IMPROVEMENTS AMORITIZATION SCHEDULE

Loan Computation Sheet

FMA

Boise, Idaho

ANNUAL INTEREST RATE
OF MONTHS

6.75%
36.00

Total amount borrowed

\$ 143,760

COMPUTE MONTHLY PAYMENT

\$ 4,422

BEGINNING BALANCE

\$ 143,760

annual payment

	1	2	3
Interest	8,337	5,222	1,890
principle	44,733	47,848	51,179
	53,070	53,070	53,070

MONTH	YEAR	PAYMENT	INTEREST	PRINCIPAL	PRINCIPAL
1	1	4,422.49	808.65	3,613.84	140,146.65
2	1	4,422.49	788.32	3,634.17	136,512.48
3	1	4,422.49	767.88	3,654.61	132,857.87
4	1	4,422.49	747.33	3,675.17	129,182.71
5	1	4,422.49	726.65	3,695.84	125,486.87
6	1	4,422.49	705.86	3,716.63	121,770.24
7	1	4,422.49	684.96	3,737.54	118,032.70
8	1	4,422.49	663.93	3,758.56	114,274.14
9	1	4,422.49	642.79	3,779.70	110,494.44
10	1	4,422.49	621.53	3,800.96	106,693.48
11	1	4,422.49	600.15	3,822.34	102,871.14
12	1	4,422.49	578.65	3,843.84	99,027.30
13	2	4,422.49	557.03	3,865.46	95,161.83
14	2	4,422.49	535.29	3,887.21	91,274.63
15	2	4,422.49	513.42	3,909.07	87,365.55
16	2	4,422.49	491.43	3,931.06	83,434.49
17	2	4,422.49	469.32	3,953.17	79,481.32
18	2	4,422.49	447.08	3,975.41	75,505.91
19	2	4,422.49	424.72	3,997.77	71,508.14
20	2	4,422.49	402.23	4,020.26	67,487.88
21	2	4,422.49	379.62	4,042.87	63,445.00
22	2	4,422.49	356.88	4,065.61	59,379.39
23	2	4,422.49	334.01	4,088.48	55,290.90
24	2	4,422.49	311.01	4,111.48	51,179.42
25	3	4,422.49	287.88	4,134.61	47,044.81
26	3	4,422.49	264.63	4,157.87	42,886.95
27	3	4,422.49	241.24	4,181.25	38,705.70
28	3	4,422.49	217.72	4,204.77	34,500.92
29	3	4,422.49	194.07	4,228.43	30,272.50
30	3	4,422.49	170.28	4,252.21	26,020.29
31	3	4,422.49	146.36	4,276.13	21,744.16
32	3	4,422.49	122.31	4,300.18	17,443.98
33	3	4,422.49	98.12	4,324.37	13,119.61
34	3	4,422.49	73.80	4,348.69	8,770.91
35	3	4,422.49	49.34	4,373.16	4,397.76
					47,847.87

**Friedman Memorial Airport
Amano - Overture Parking Lot Equipment Summary**

	Cost
<u>Base Equipment</u>	108,695.00
Cameras	12,500.00
Discount	(10,446.00)
	110,749.00
Freight	1,800.00
Installation	12,500.00
<u>Sales Tax</u>	<u>6,644.94</u>
Total Equipment	131,693.94
<u>Parts</u>	11,383.54
<u>Sales Tax</u>	683.01
Total Parts	12,066.55
Grand Total	143,760.49



AMANO McGANN, INC.
 3837 13th Ave. West, Suite 110
 Seattle, WA 98119

Voice: 206.575.1980
 Fax: 206.575.1949

Friedman Airport Base System -1
 12, December 2017
Parking Control System Proposal

Entry	Model	Qty	Description	Unit Price	Extended
	V-0120/000-0B00	1	Proximity Reader Kit ASR-603/10022 Wiegand for Overture 2000/4000	\$ 1,200.00	\$1,200
	V-2000/050-0000	1	Overture Entry Terminal	\$ 9,600.00	\$9,600
	A-1210/2G3	1	AMI Direct Drive Gate, Integrated Field Connect Board Version	\$ 3,800.00	\$3,800
	AL12	1	Straight Gate Arm, Aluminum, L-Hand	\$ 150.00	\$150
Exit					
	V-4701/050-0000	2	Overture Exit Terminal Credit Card Ready, PX	\$ 10,600.00	\$21,200
	V-0120/000-000E	3	Payment Express - Contact and Contactless (NFC) Reader Terminal kit includes Apple Pay and Google Wallet	\$ 2,750.00	\$8,250
	V-0120/000-0B00	2	Proximity Reader Kit ASR-603/10022 Wiegand for Overture 2000/4000	\$ 1,200.00	\$2,400
	V-5700/2L2-2000	0	Overture Exit POS Terminal Credit Card Ready	\$ 7,550.00	\$7,550
	V-0150/000-0002	0	Payment Express - Counter Top Chip / Pin / Contactless terminal kit	\$ 1,675.00	\$1,675
	A-1210/2G3	2	AMI Direct Drive Gate, Integrated Field Connect Board Version	\$ 3,800.00	\$7,600
	AL-12	2	Amano McGann 12' Aluminum Gate Arm	\$ 150.00	\$300
	V-4801/050-0000	1	Overture Credit Card Only Pay-on-Foot Station, PX	\$ 14,000.00	\$14,000
	V-0170/000-000E	1	Payment Express - Contact and Contactless (NFC) Reader Terminal Kit, POF Apple Pay and Google Wallet	\$ 3,700.00	\$3,700
Front End System					
	OMS4000IP	1	Overture Management System Requires annual renewal of Overture Management System Maint Fee OMS4000SMF starting year-2	\$ 10,000.00	\$10,000
	OMS4330IP	1	Email Notification Service and SMS Short Messages -	\$ 1,050.00	\$1,050
	OMS-7000SLF	1	Overture 7000 Series Software License Fee	\$ 1,600.00	\$1,600
	OMS2000SLF	4	Overture-2000/4000 Series Software License Fee	\$ 800.00	\$3,200
	OMS5000SLF	0	Overture-5000 Series Software License Fee	\$ 1,200.00	\$1,200
	OMS-SRVR-TWR	1	Overture Management System Application Server Tower	\$ 5,000.00	\$5,000
Additional System Components					
	9100	1	Desktop Validator	\$1,960.00	\$1,960
	9200	1	Mass Validator	\$2,270.00	\$2,270
	Misc	200	Access Cards	\$ 4.95	\$990
System Investment Summary					
				Subtotal	\$108,695
				Cameras	\$12,500
				System Discount	(\$10,446)
				Subtotal	\$110,749
				Freight	\$1,800
				Electrical Work	\$0
				Concrete	\$0
				Rigging	\$0
				Installation & Technical Services	\$12,500
				Sales Tax	\$6,644.94
				Total Project Cost including tax	\$131,693.94

All of the equipment listed above carries a ONE-year warranty from date of acceptance. Warranty covers parts replacement due to defects in manufacturing

SUN - Amano Overture
Spare Parts List

V-2000

Entry Station

Part	Description	AMP
AEL012870	Glass Face, Entry	\$1,211.10
AEL023570	Zebex Scanner	\$1,155.00

V-4000

Exit

Part	Description	AMP
AEL012880	Glass Face, CC Exit (XENTEO)	\$1,438.20
AEL023570	Zebex Scanner	\$1155.00
AEL022620	Custom Receipt Printer for Exit Station	\$2,206.87
XP-POF-HTR-110V	Heater Kit - Thermostat included	\$655.07

V-5000

Point of Sale

Part	Description	AMP
EOE-122060	POS ELO Terminal	\$3,000.00

Note: *It's your choice on this its not our hardware. It's a touchscreen computer, they are rock solid but it's a computer. Personally I would not but I wanted you to make your choice.*

Part	Description	AMP
Gate Arms	Straight	3 @ \$187.50/each \$562.50

Total \$11,383.54

RESOLUTION OF THE FREDMAN MEMORIAL AIRPORT AUTHORITY
REGARDING CONTRACTING AUTHORITY

WHEREAS, the Friedman Memorial Airport (“Airport”) in Hailey, Idaho is operated by the Friedman Memorial Airport Authority (“FMAA”) pursuant to the Amended and Restated Joint Powers Agreement by and between the City of Hailey and Blaine County pursuant to Idaho Code §67-2328;

WHEREAS, pursuant to the Joint Powers Agreement and Idaho law, FMAA has the authority to enter into contracts and agreements affecting the affairs of the Airport;

WHEREAS, it is in the best interest of the FMAA and the efficient and orderly operation of the Airport to grant authority for making expenditures, contracting and/or purchasing of goods and services for Airport purposes (collectively “Contracts”), to members of the FMAA management and Board, as set forth herein;

NOW, THEREFORE, BE IT RESOLVED THAT any Contract with an annual value of \$5,000 or less, may be approved and executed by the Airport Manager. Any Contract with an annual value of \$5,001 to \$10,000 may be approved and executed by the Airport Manager after consultation with, and verbal approval by, the FMAA Board Chair;

BE IT FURTHER RESOLVED THAT, any Contract with an annual value of greater than \$10,000 but less than \$25,000, may be approved and executed by the FMAA Board Chair;

BE IT FURTHER RESOLVED THAT, any Contract with an annual value of \$25,000 or greater, but less than \$50,000 may be approved by a majority of the FMAA Board Finance Committee and executed by the FMAA Board Chair; and

BE IT FURTHER RESOLVED THAT all Contracts with an annual value of \$50,000 or greater shall be approved by the FMAA Board prior to execution, unless incurred on an emergency basis as the result of a force majeure event, including, but not limited to, acts of God, aircraft accidents or acts of terrorism, in which case such Contracts may be approved by any two (2) Members of the FMAA Board during the course of such event.

ADOPTED AND APPROVED by the FMAA Board this ____ day of February, 2018.

By _____
Don Keirn, Chair

PROCEDURES FOR ENACTING AIRPORT REGULATIONS

1. Place the matter on a monthly meeting agenda for general discussion by the Authority.
2. If the Authority wishes to proceed further with the matter after the general discussion at the Authority meeting, instruct counsel and staff to prepare a rough preliminary draft of the proposed Airport regulation.
3. Distribute the rough draft of the proposed regulation to all Airport tenants and interested parties. In the event that the subject matter for the proposed regulation may have impacts on adjacent property owners, distribute the proposed rough draft to the owners of all properties beyond five hundred (500) feet of the Airport boundaries (i.e., land use matters, noise matters and proposed areas of operation). In the event that the Authority finds that a greater number of property owners may be impacted by the proposed regulation than is provided for above, the Authority finds that a greater number of property owners may be impacted by the proposed regulation than is provided for above, the Authority may instruct the staff to provide additional notice.
4. Publish a summary of the proposed regulation in the Authority's newspaper of record and place public discussion of the proposed regulation on the agenda for the next Authority meeting.
5. If after the discussion, the Authority wishes to go forward with the proposed regulation, instruct staff and counsel to prepare the regulation in final form, publish a summary of the final form of the proposed regulation, and place the regulation on the next meeting of the Authority for its first reading.
6. Republish the summary after the first reading and place it on the next meeting's agenda for its second reading and approval.
7. Publish the Airport regulation in full within one (1) month after its adoption.

8. In the event that five-sevenths (5/7) of the Authority find that an emergency exists concerning the subject matter of the regulation, allow the second reading to be waived and action to be taken on the regulation after the first reading.

APPROVED AND ADOPTED BY THE FRIEDMAN MEMORIAL AIRPORT
AUTHORITY this _____ day of _____, 2018.

Don Kiern, Chairman