

**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, November 6, 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  
November 6, 2018**

- I. APPROVE AGENDA – ACTION ITEM**
- II. PUBLIC COMMENT (10 Minutes Allotted)**
- III. FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETING MINUTES OF:**
- 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 #1 – #3**
  - C. Airport Commercial Flight Interruptions (unofficial)
  - D. Review Correspondence
- VI. ACTION ITEMS (a vote may occur but is not required to be taken)**
  - A. NEW BUSINESS
    - 1. Equipment Lease Resolution – Multi Terrain Loader - Consideration of Motion to Approve – **Attachment #4 ACTION ITEM**
    - 2. Equipment Lease Resolution – Front End Loader – Consideration of Motion to Approve **ACTION ITEM**
  - B. CONTINUING BUSINESS
    - 1. 3<sup>rd</sup> Reading FMAA Amended Regulation 94-1 regarding Ground Transportation Service Providers at the Airport - Consideration of Motion to Adopt Regulation – **Attachment #5 ACTION ITEM**
    - 2. Snow Removal Equipment (SRE) Recommendation of Award – Consideration of Motion to Approve **ACTION ITEM**
    - 3. Tower and Airspace Planning Request for Qualifications (RFQ) – Consideration of Motion to Approve **ACTION ITEM**
    - 4. Terminal Expansion & Access Road Realignment – Consideration of Motion to Approve T-O Work Order 17-07 – Exhibit C, Amendment #1 - **Attachment #6 ACTION ITEM**
    - 5. Additional Continuing Business Action after Executive Session **ACTION ITEM**
- VII. DISCUSSION AND UPDATES**
  - A. NEW BUSINESS
    - 1. Terminal Improvements
  - B. CONTINUING BUSINESS
    - 1. Construction and Capital Projects
      - i. Terminal Air Carrier Apron and Parking Lot Improvements
      - ii. ARFF Equipment Acquisition
      - iii. Landscaping
    - 2. Airport Planning Projects
      - i. Environmental Assessment for Runway Protection Zone and Obstruction Removal
- 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. ACTION ITEMS – Continued**
  - B. CONTINUING BUSINESS
    - 5. Offer to Acquire Interest in Approach/RPZ Land **ACTION ITEM**
- XI. ADJOURNMENT**

**III. FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETING MINUTES OF:**

**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 a report if appropriate.

E. Airport Manager Report

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

**V. AIRPORT STAFF BRIEF - (5 Minutes Allotted)**

A. Noise Complaints in October 2018

None.

B. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data - **Attachments #1 - #3**

**Attachment #1** is Friedman Memorial Airport Profit & Loss Budget vs. Actual (unaudited)

**Attachment #2** is 2001 - 2018 ATCT Traffic Operations data comparison by month

**Attachment #3** is 2018 Enplanement, Deplanement and Seat Occupancy data

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

<b>August 2018</b>		
Total Non-Federal Revenue	August 2018	\$370,853.93
Total Non-Federal Revenue	August, 2017	\$396,488.20
Total Non-Federal Revenue	FY '18 thru August	\$3,239,553.85
Total Non-Federal Revenue	FY '17 thru August	\$3,090,965.67
Total Non-Federal Expenses	August, 2018	\$262,903.19
Total Non-Federal Expenses	August, 2017	\$206,745.72
Total Non-Federal Expenses	FY '18 thru August	\$2,794,803.44
Total Non-Federal Expenses	FY '17 thru August	\$2,490,097.87
Net Income to include Federal Programs	FY '18 thru August	\$426,847.45
Net Income to include Federal Programs	FY '17 thru August	\$577,585.08

C. Airport Commercial Flight Interruptions (unofficial):

AIRLINE	FLIGHT CANCELLATIONS	FLIGHT DIVERSIONS
September 27 through October 31		
Alaska Airlines	None	None
Delta	4	None
United	N/A	N/A

D. Review Correspondence

None

**VI. ACTION ITEMS (a vote may occur but is not required to be taken)**

**A. NEW BUSINESS**

**1. Equipment Lease Resolution – Multi Terrain Loader - Consideration of Motion to Approve – Attachment #4 ACTION ITEM**

Via coordination and review with airport legal counsel, terms have been negotiated with Western States Equipment Company for a 5 year lease of a Caterpillar 279D Multi Terrain Loader in the amount of \$48,294.20. While the contracting value falls within the Lease Committee's annual approval authority, it is a condition of the lease agreement that a resolution be signed by a designated representative of the government agency agreeing to the terms.

Staff is asking the Board for a motion to approve the Board Chairman to sign the resolution contingent upon final approval by airport counsel.

**2. Equipment Lease Resolution – Front End Loader – Consideration of Motion to Approve ACTION ITEM**

Via coordination and review with airport legal counsel, terms have been negotiated with Western States Equipment Company for a 5 year lease of a Caterpillar 972 Front End Loader in the amount of \$194,500.00. While the contracting value falls within the Lease Committee's annual approval authority, it is a condition of the lease agreement that a resolution be signed by a designated representative of the government agency agreeing to the terms.

Staff is asking the Board for a motion to approve the Board Chairman to sign the resolution contingent upon review by staff and final approval by airport counsel.

**B. CONTINUING BUSINESS**

**1. 3<sup>rd</sup> Reading FMAA Amended Regulation 94-1 regarding Ground Transportation Service Providers at the Airport – Consideration of Motion to Adopt Regulation – Attachment #5 ACTION ITEM**

This action item is the third and final reading of FMAA Amended Regulation 94-1 regarding Ground Transportation Service providers at the Airport.

As required in the Procedures for Enacting Airport Regulations that the Board approved in March, Staff has posted the proposed Regulation on the airport website and has provided each GTSP operators and airport commercial tenants with a copy of the proposed Regulation, including providing another copy via email after the September meeting as a reminder.

After this final reading and adoption of the Regulation, staff will publish a summary of the regulation consistent with I.C. §50-901A.



**2. Snow Removal Equipment (SRE) Recommendation of Award – Consideration of Motion to Approve ACTION ITEM**

Review of the Buy American waiver submitted by the low bidder on this acquisition is still underway at FAA headquarters. As discussed at the October meeting, the second lowest bidder was disqualified. The third lowest bidder has also requested a Buy American waiver, which is also under review by the FAA. A full update on this situation will be provided at the meeting.

Based on additional information and direction from the FAA expected before meeting day, this item is on the agenda in the event the Board is able to act on a recommendation of award. Additional information will be provided at the meeting.

**3. Tower and Airspace Planning Request for Qualifications (RFQ) – Consideration of Motion to approve ACTION ITEM**

Three firms submitted Statements of Qualifications (SOQ) for the solicitation of tower and airspace planning services as part of our air traffic control tower relocation efforts. The selection committee has reviewed and scored the proposals and will make a recommendation to the full Board regarding selection of a firm for these services at the meeting.

**4. Terminal Expansion & Access Road Realignment - Consideration of Motion to Approve T-O Work Order 17-07 – Exhibit C Amendment #1– Attachment #6 ACTION ITEM**

During construction of earlier phases, the contractor exceeded the contractual construction time by a total of 29 days. Liquidated damages were charged against the project at a rate of \$2,500 per day, resulting in a deduction in pay to the contractor of \$72,500.00. The purpose of these liquidated damages is to cover additional costs incurred by the airport due to the contractor's delay. The bulk of these additional costs are fees and expenses for construction administration provided by the consultant on this project, T-O Engineers.

The additional costs incurred by T-O are reflected in a proposed amendment to Work Order 17-07, included at **Attachment #6** for the board's consideration. At the FAA's direction for grant administration and accounting reasons, the total amount of this amendment matches the amount of liquidated damages assessed on the project. As with other fees in this phase of the project, fees for services associated with this amendment will be billed on a time and materials basis and the total fees may end up well under the amendment amount.

**5. Additional Continuing Business Action after Executive Session ACTION ITEM**

## **VII. DISCUSSION AND UPDATES**

### **A. NEW BUSINESS**

#### **1. Terminal Improvements**

Based on this past summer's security screening challenges and a potential increased stacked flight schedule next summer, staff has begun planning efforts to review terminal improvement options to meet increased demand. Together with TSA and our architect and engineer, options to expand both the security checkpoint and the secure holdroom are being explored.

Staff will provide an update on progress and solicit input from the Board at the meeting.

### **B. CONTINUING BUSINESS**

#### **1. Construction and Capital Projects**

##### **i. Terminal Air Carrier Apron and Parking Lot Improvements**

Work on this project is nearly complete. All paving work was completed complete. Additional work includes fence fabric installation, concrete joint sealing, and painting. Weather permitting, the project will be completed on time by or before November 4. A brief project update will be presented at the Board meeting.

##### **ii. ARFF Equipment Acquisition**

This project will be completed later this calendar year or in early 2019. There is no progress to report at this time.

##### **iii. Landscaping**

The quote process for a contractor to complete the landscaping in the parking lot area is underway. Results will be presented at the December meeting, with construction planned for Spring 2019.

#### **2. Airport Planning Projects**

##### **i. Environmental Assessment for Runway Protection Zone and Obstruction Removal**

The Environmental Assessment (EA) process continues to move forward, albeit slowly. Completion of the Memorandum of Agreement with the State Historical Preservation Office is underway and may be complete before the meeting. Once complete, the EA document can be finalized. The EA will be provided to the Board and public as soon as it is available, and a public hearing will be held before the process is completed. A short status update will be provided at 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. ACTION ITEMS – Continued

B. CONTINUING BUSINESS

5. Offer to Acquire Interest in Approach/RPZ Land **ACTION ITEM**

XI. ADJOURNMENT

**Friedman Memorial Airport**  
**Profit & Loss Budget vs. Actual (COMBINED '18)**  
 October 2017 through August 2018

Ordinary Income/Expense	Oct '17 - Aug 18	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000-00 · AIRCARRIER				
4000-01 · Aircarrier - Lease Space	77,477.58	86,645.00	-9,167.42	89.4%
4000-02 · Aircarrier - Landing Fees	184,255.14	192,125.00	-7,869.86	95.9%
4000-03 · Aircarrier - Gate Fees	1,100.00	1,600.00	-500.00	68.8%
4000-04 · Aircarrier - Utility Fees	21,353.12	17,850.00	3,503.12	119.6%
4000-05 · Aircarrier - Misc.	0.00	18,000.00	-18,000.00	0.0%
4010-07 · Aircarrier - '14 PFC App	332,446.85	386,180.00	-53,733.15	86.1%
<b>Total 4000-00 · AIRCARRIER</b>	<b>616,632.69</b>	<b>702,400.00</b>	<b>-85,767.31</b>	<b>87.8%</b>
4020-00 · TERMINAL AUTO PARKING REVENUE				
4020-01 · Automobile Parking - Terminal	372,367.09	272,300.00	100,067.09	136.7%
<b>Total 4020-00 · TERMINAL AUTO PARKING REVENUE</b>	<b>372,367.09</b>	<b>272,300.00</b>	<b>100,067.09</b>	<b>136.7%</b>
4030-00 · AUTO RENTAL REVENUE				
4030-01 · Automobile Rental - Commission	522,809.86	604,025.00	-81,215.14	86.6%
4030-02 · Automobile Rental - Counter	25,124.88	25,135.00	-10.12	100.0%
4030-03 · Automobile Rental - Auto Prkng	72,246.26	68,410.00	3,836.26	105.6%
4030-04 · Automobile Rental - Utilities	1,501.68	1,355.00	146.68	110.8%
<b>Total 4030-00 · AUTO RENTAL REVENUE</b>	<b>621,682.68</b>	<b>698,925.00</b>	<b>-77,242.32</b>	<b>88.9%</b>
4040-00 · TERMINAL CONCESSION REVENUE				
4040-01 · Terminal Shops - Commission	4,176.64	3,100.00	1,076.64	134.7%
4040-02 · Terminal Shops - Lease Space	0.00	14,940.00	-14,940.00	0.0%
4040-03 · Terminal Shops - Utility Fees	471.98	1,050.00	-578.02	45.0%
4040-10 · Advertising - Commission	45,770.12	47,400.00	-1,629.88	96.6%
4040-11 · Vending Machines - Commission	15,800.56	19,225.00	-3,424.44	82.2%
4040-12 · Terminal ATM	659.50	200.00	459.50	329.8%
<b>Total 4040-00 · TERMINAL CONCESSION REVENUE</b>	<b>66,878.80</b>	<b>85,915.00</b>	<b>-19,036.20</b>	<b>77.8%</b>
4050-00 · FBO REVENUE				
4050-01 · FBO - Lease Space	154,491.31	151,180.00	3,311.31	102.2%
4050-02 · FBO - Tiedown Fees	377,302.83	450,500.00	-73,197.17	83.8%
4050-03 · FBO - Landing Fees - Trans.	328,220.10	296,100.00	32,120.10	110.8%
4050-04 · FBO - Commission	23,264.68	20,750.00	2,514.68	112.1%
4050-07 · FBO - Miscellaneous	10,117.20	8,500.00	1,617.20	119.0%
<b>Total 4050-00 · FBO REVENUE</b>	<b>893,396.12</b>	<b>927,030.00</b>	<b>-33,633.88</b>	<b>96.4%</b>
4060-00 · FUEL FLOWAGE REVENUE				
4060-01 · Fuel Flowage - FBO	330,644.73	305,015.00	25,629.73	108.4%
<b>Total 4060-00 · FUEL FLOWAGE REVENUE</b>	<b>330,644.73</b>	<b>305,015.00</b>	<b>25,629.73</b>	<b>108.4%</b>

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Accrual Basis

**Friedman Memorial Airport  
Profit & Loss Budget vs. Actual (COMBINED '18)  
October 2017 through August 2018**

	Oct '17 - Aug 18	Budget	\$ Over Budget	% of Budget
<b>4070-00 · TRANSIENT LANDING FEES REVENUE</b>				
4070-02 · Landing Fees - Non-Comm./Gov't	1,462.07	250.00	1,212.07	584.8%
<b>Total 4070-00 · TRANSIENT LANDING FEES REVENUE</b>	1,462.07	250.00	1,212.07	584.8%
<b>4080-00 · HANGAR REVENUE</b>				
4080-01 · Land Lease - Hangar	494,680.42	480,705.00	13,975.42	102.9%
4080-02 · Land Lease - Hangar/Trans. Fee	12,336.25	1,650.00	10,686.25	747.7%
4080-03 · Hangar/Utilities (E8,11,24)	0.00	1,300.00	-1,300.00	0.0%
4080-05 · Land Lease - FMA Hangar Rentals	4,150.70	32,000.00	-27,849.30	13.0%
<b>Total 4080-00 · HANGAR REVENUE</b>	511,167.37	515,655.00	-4,487.63	99.1%
<b>4090-00 · TIEDOWN PERMIT FEES REVENUE</b>				
4090-01 · Tiedown Permit Fees (FMA)	9,906.23	8,650.00	1,256.23	114.5%
<b>Total 4090-00 · TIEDOWN PERMIT FEES REVENUE</b>	9,906.23	8,650.00	1,256.23	114.5%
<b>4100-00 · CARGO CARRIERS REVENUE</b>				
4100-01 · Cargo Carriers - Landing Fees	9,320.06	8,600.00	720.06	108.4%
4100-02 · Cargo Carriers - Tiedown	3,596.99	3,000.00	596.99	119.9%
<b>Total 4100-00 · CARGO CARRIERS REVENUE</b>	12,917.05	11,600.00	1,317.05	111.4%
<b>4110-00 · MISCELLANEOUS REVENUE</b>				
4110-01 · Misc. Revenue	497.53			
4110-09 · Miscellaneous Expense Reimburse	4,015.00			
<b>Total 4110-00 · MISCELLANEOUS REVENUE</b>	4,512.53			
<b>4120-00 · GROUND TRANSP. PERMIT REVENUE</b>				
4120-01 · Ground Transportation Permit	19,900.00	13,150.00	6,750.00	151.3%
4120-02 · GTSP - Trip Fee	4,180.00	3,200.00	980.00	130.6%
<b>Total 4120-00 · GROUND TRANSP. PERMIT REVENUE</b>	24,080.00	16,350.00	7,730.00	147.3%
<b>4400-00 · TSA/SECURITY</b>				
4400-02 · Terminal Lease	37,001.25	37,015.00	-13.75	100.0%
4400-03 · Security Prox. Cards	34,630.00	32,920.00	1,710.00	105.2%
<b>Total 4400-00 · TSA/SECURITY</b>	71,631.25	69,935.00	1,696.25	102.4%
<b>4500-00 · IDAHO STATE GRANT PROGRAM REV.</b>				
4500-18 · SUN-18 SKW E-175 Certification	0.00	25,000.00	-25,000.00	0.0%
<b>Total 4500-00 · IDAHO STATE GRANT PROGRAM REV.</b>	0.00	25,000.00	-25,000.00	0.0%

**Friedman Memorial Airport**  
**Profit & Loss Budget vs. Actual (COMBINED '18)**  
 October 2017 through August 2018

	Oct '17 - Aug 18	Budget	\$ Over Budget	% of Budget
4510-00 · DOT/Small Community Air Service				
4510-01 · Small Community Air Service	295,305.90	250,000.00	45,305.90	118.1%
4510-02 · Small Community Air Serv. 2016	0.00	0.00	0.00	0.0%
<b>Total 4510-00 · DOT/Small Community Air Service</b>	<b>295,305.90</b>	<b>250,000.00</b>	<b>45,305.90</b>	<b>118.1%</b>
4520-00 · INTEREST REVENUE				
4520-01 · Interest Revenue - General	34,722.09	9,095.00	25,627.09	381.8%
4520-07 · Interest Revenue - '14 PFC	14.60	310.00	-295.40	4.7%
<b>Total 4520-00 · INTEREST REVENUE</b>	<b>34,736.69</b>	<b>9,405.00</b>	<b>25,331.69</b>	<b>369.3%</b>
4742-00 · AIP 42 - Project Air Carr. Apr				
4742-01 · AIP '42 Air Carr. Apron	0.00	0.00	0.00	0.0%
<b>Total 4742-00 · AIP 42 - Project Air Carr. Apr</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
4743-00 · AIP 43 - Air Carrier /Pkg. Lot				
4743-01 · AIP 43 - Air Carrier/Pkg. Lot	1,377,704.45	2,490,803.00	-1,113,098.55	55.3%
<b>Total 4743-00 · AIP 43 - Air Carrier /Pkg. Lot</b>	<b>1,377,704.45</b>	<b>2,490,803.00</b>	<b>-1,113,098.55</b>	<b>55.3%</b>
4744-00 · AIP '44 RPZ Acquisition EA				
4744-01 · AIP '44 - RPZ Acquisition - EA	22,893.53	73,828.13	-50,934.60	31.0%
<b>Total 4744-00 · AIP '44 RPZ Acquisition EA</b>	<b>22,893.53</b>	<b>73,828.13</b>	<b>-50,934.60</b>	<b>31.0%</b>
<b>Total Income</b>	<b>5,267,919.18</b>	<b>6,463,061.13</b>	<b>-1,195,141.95</b>	<b>81.5%</b>
<b>Gross Profit</b>	<b>5,267,919.18</b>	<b>6,463,061.13</b>	<b>-1,195,141.95</b>	<b>81.5%</b>
<b>Expense</b>				
<b>EXPENDITURES</b>				
<b>"A" EXPENSES</b>				
5000-01 · Salaries - Airport Manager	135,212.67	128,700.00	6,512.67	105.1%
5000-02 · Salaries - Assist. Airpt. Manag	0.00	105,415.00	-105,415.00	0.0%
5010-00 · Salaries -Contracts/Finance Adm	96,939.32	92,309.00	4,630.32	105.0%
5010-01 · Salaries - Office Assist.	201,267.68	181,915.00	19,352.68	110.6%
5020-00 · Salaries - ARFF/OPS Manager	95,490.58	89,364.00	6,126.58	106.9%
5030-00 · Salaries - ARFF/OPS Specialist	377,032.74	367,650.25	9,382.49	102.6%
5040-00 · Salaries-ASC/Sp.Prjct./Ex. Assi	75,175.31	68,750.00	6,425.31	109.3%
5050-00 · Salaries-Seasonal-Snow Removal	24,412.00	38,000.00	-13,588.00	64.2%
5050-01 · Salaries - Seasonal - Arpt Host	3,626.00	3,500.00	126.00	103.6%
5050-02 · Salaries - Merit Increase	0.00	51,700.00	-51,700.00	0.0%
5060-01 · Overtime - General	0.00	1,000.00	-1,000.00	0.0%
5060-02 · Overtime - Snow Removal	15,596.55	20,000.00	-4,403.45	78.0%
5060-04 · OT - Security	0.00	5,000.00	-5,000.00	0.0%
5100-00 · Retirement	115,770.49	136,851.00	-21,080.51	84.6%
5110-00 · Social Security/Medicare	74,913.97	90,178.00	-15,264.03	83.1%
5120-00 · Life Insurance	1,655.99	1,833.00	-177.01	90.3%



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10/17/18

Accrual Basis

**Friedman Memorial Airport**  
**Profit & Loss Budget vs. Actual (COMBINED '18)**  
**October 2017 through August 2018**

	Oct '17 - Aug 18	Budget	\$ Over Budget	% of Budget
5130-00 · Medical Insurance	178,252.71	202,125.00	-23,872.29	88.2%
5160-00 · Workman's Compensation	13,466.00	16,000.00	-2,534.00	84.2%
5170-00 · Unemployment Claims	518.54			
<b>Total "A" EXPENSES</b>	<b>1,409,330.55</b>	<b>1,600,290.25</b>	<b>-190,959.70</b>	<b>88.1%</b>
<b>"B" EXPENDITURES</b>				
<b>"B" EXPENSES - ADMINISTRATIVE</b>				
<b>6000-00 · TRAVEL EXPENSE</b>				
6000-01 · Travel	7,767.55	15,580.00	-7,812.45	49.9%
<b>Total 6000-00 · TRAVEL EXPENSE</b>	<b>7,767.55</b>	<b>15,580.00</b>	<b>-7,812.45</b>	<b>49.9%</b>
<b>6010-00 · SUPPLIES/EQUIPMENT EXPENSE</b>				
6010-01 · Supplies - Office	7,866.57	10,100.00	-2,233.43	77.9%
6010-03 · Supplies - Computer	5,297.13	3,300.00	1,997.13	160.5%
<b>Total 6010-00 · SUPPLIES/EQUIPMENT EXPENSE</b>	<b>13,163.70</b>	<b>13,400.00</b>	<b>-236.30</b>	<b>98.2%</b>
<b>6020-00 · INSURANCE</b>				
6020-01 · Insurance - Liability	14,200.00	12,454.00	1,746.00	114.0%
6020-02 · Insurance - Public Officials	24,850.00	5,780.00	19,070.00	429.9%
6020-03 · Insurance-Bldg/Unlic.Veh./Prop	11,150.00	39,600.00	-28,450.00	28.2%
6020-04 · Insurance - Licensed Vehicles	0.00	6,675.00	-6,675.00	0.0%
<b>Total 6020-00 · INSURANCE</b>	<b>50,200.00</b>	<b>64,509.00</b>	<b>-14,309.00</b>	<b>77.8%</b>
<b>6030-00 · UTILITIES</b>				
6030-01 · Utilities - Gas/Terminal	17,677.97	9,150.00	8,527.97	193.2%
6030-02 · Utilities - Gas/AOB & Cold Stor	7,905.10	6,505.00	1,400.10	121.5%
6030-03 · Utilities - Elec./Runway&PAPI	6,599.20	7,200.00	-600.80	91.7%
6030-04 · Utilities - Elec./AOB & Cold St	7,916.54	9,810.00	-1,893.46	80.7%
6030-05 · Utilities - Electric/Terminal	39,558.31	39,690.00	-131.69	99.7%
6030-06 · Utilities - Telephone	14,444.09	14,160.00	284.09	102.0%
6030-07 · Utilities - Water	4,624.30	5,265.00	-640.70	87.8%
6030-08 · Utilities - Garbage Removal	8,172.00	9,000.00	-828.00	90.8%
6030-09 · Utilities - Sewer	3,705.33	2,905.00	800.33	127.6%
6030-11 · Utilities - Electric/Tower	5,368.24	5,480.00	-111.76	98.0%
6030-12 · Utilities - Elec./Brdfrd.Hghl	368.17	605.00	-236.83	60.9%
6030-13 · Utilities - Elec. Exit Booth	195.66			
6030-15 · Utilities - Elec/AWOS	3,522.49	2,845.00	677.49	123.8%
6030-16 · Utilities - Elec. Wind Cone	107.74	130.00	-22.26	82.9%
6030-17 · Utilities - Elec./Gas- Hangar	400.61	3,430.00	-3,029.39	11.7%
6030-18 · Utilities - Lubricant Wst. Dspl	302.64			
<b>Total 6030-00 · UTILITIES</b>	<b>120,868.39</b>	<b>116,175.00</b>	<b>4,693.39</b>	<b>104.0%</b>

**Friedman Memorial Airport**  
**Profit & Loss Budget vs. Actual (COMBINED '18)**  
 October 2017 through August 2018

	Oct '17 - Aug 18	Budget	\$ Over Budget	% of Budget
<b>6040-00 · SERVICE PROVIDER</b>				
6040-01 · Service Provider - General	0.00	0.00	0.00	0.0%
6040-02 · Service Provider - Term. Serv.	4,158.00	5,970.00	-1,812.00	69.6%
6040-03 · Service Provider - AOB Services	44,971.94	29,445.00	15,526.94	152.7%
6040-04 · Service Provider - Operations	14,069.36	12,850.00	1,219.36	109.5%
<b>Total 6040-00 · SERVICE PROVIDER</b>	<b>63,199.30</b>	<b>48,265.00</b>	<b>14,934.30</b>	<b>130.9%</b>
<b>6050-00 · PROFESSIONAL SERVICES</b>				
6050-01 · Professional Services - Legal	46,432.70	45,825.00	607.70	101.3%
6050-02 · Professional Serv. - Audit/Fina	92,991.64	64,000.00	28,991.64	145.3%
6050-03 · Professional Services - Enginee	21,448.75	7,325.00	14,123.75	292.8%
6050-05 · Professional Services - Gen.	14,953.47	7,500.00	7,453.47	199.4%
6050-08 · Professional Services - Securit	0.00	0.00	0.00	0.0%
6050-10 · Prof. Srvcs.-IT/Comp. Support	11,100.73	9,165.00	1,935.73	121.1%
6050-12 · Prof. Serv.- Planning Air Serv.	0.00	13,750.00	-13,750.00	0.0%
6050-13 · Prof. Serv.-Website Des.& Maint	1,082.66	5,500.00	-4,417.34	19.7%
6050-15 · Prof. Serv.-Comm.Coord/Pub.Outr	12,693.97	18,325.00	-5,631.03	69.3%
6050-17 · Prof. Serv. - Airspace Consult.	28,059.22	50,000.00	-21,940.78	56.1%
<b>Total 6050-00 · PROFESSIONAL SERVICES</b>	<b>228,763.14</b>	<b>221,390.00</b>	<b>7,373.14</b>	<b>103.3%</b>
<b>6060-00 · MAINTENANCE-OFFICE EQUIPMENT</b>				
6060-04 · Maintenance - Copier	1,863.77	2,300.00	-436.23	81.0%
6060-05 · Maintenance - Phone	1,215.00	1,250.00	-35.00	97.2%
<b>Total 6060-00 · MAINTENANCE-OFFICE EQUIPMENT</b>	<b>3,078.77</b>	<b>3,550.00</b>	<b>-471.23</b>	<b>86.7%</b>
<b>6070-00 · RENT/LEASE OFFICE EQUIPMENT</b>				
6070-02 · Rent/Lease - Postage Meter	897.30	1,050.00	-152.70	85.5%
<b>Total 6070-00 · RENT/LEASE OFFICE EQUIPMENT</b>	<b>897.30</b>	<b>1,050.00</b>	<b>-152.70</b>	<b>85.5%</b>
<b>6080-00 · DUES/MEMBERSHIPS/PUBLICATIONS E</b>				
6080-01 · Dues/Memberships	5,255.74	12,000.00	-6,744.26	43.8%
6080-04 · Publications	15,663.69	18,325.00	-2,661.31	85.5%
6080-06 · Marketing - SCASDP	0.00	0.00	0.00	0.0%
<b>Total 6080-00 · DUES/MEMBERSHIPS/PUBLICATIONS E</b>	<b>20,919.43</b>	<b>30,325.00</b>	<b>-9,405.57</b>	<b>69.0%</b>
<b>6090-00 · POSTAGE</b>				
6090-01 · Postage/Courier Service	629.51	1,820.00	-1,190.49	34.6%
<b>Total 6090-00 · POSTAGE</b>	<b>629.51</b>	<b>1,820.00</b>	<b>-1,190.49</b>	<b>34.6%</b>



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Accrual Basis

**Friedman Memorial Airport**  
**Profit & Loss Budget vs. Actual (COMBINED '18)**  
 October 2017 through August 2018

	Oct '17 - Aug 18	Budget	\$ Over Budget	% of Budget
<b>6100-00 · EDUCATION/TRAINING</b>				
6100-01 · Education/Training - Admin.	635.00	13,750.00	-13,115.00	4.6%
6100-02 · Education/Training - OPS	6,405.24	7,500.00	-1,094.76	85.4%
6100-03 · Education/Training - ARFF	12,464.25	12,000.00	464.25	103.9%
6100-04 · Ed/Train. - ARFF Trienn. Drill	0.00	0.00	0.00	0.0%
6100-05 · Education - Noise Abatement	120.00	2,500.00	-2,380.00	4.8%
6100-06 · Education - Security	0.00	5,000.00	-5,000.00	0.0%
6100-07 · Education - Public Outrea/Comm.	9,833.30	11,000.00	-1,166.70	89.4%
6100-08 · Education/Training - HFD Coop.	799.50	5,000.00	-4,200.50	16.0%
6100-09 · Education - SAAC	6,576.04			
<b>Total 6100-00 · EDUCATION/TRAINING</b>	<b>36,833.33</b>	<b>56,750.00</b>	<b>-19,916.67</b>	<b>64.9%</b>
<b>6110-00 · CONTRACTS</b>				
6110-01 · Contracts - General	0.00	1,000.00	-1,000.00	0.0%
6110-02 · Contracts - FMAA	38,500.00	38,500.00	0.00	100.0%
6110-03 · Contracts - FBO/Fee Collection	53,900.00	53,900.00	0.00	100.0%
6110-08 · Contracts - Eccles Tree Lights	10,000.00			
6110-16 · Contracts - Prkg Mngt Fee/Ops	173,365.04			
<b>Total 6110-00 · CONTRACTS</b>	<b>275,765.04</b>	<b>93,400.00</b>	<b>182,365.04</b>	<b>295.3%</b>
<b>6120-00 · PERMITS</b>				
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%
<b>Total 6120-00 · PERMITS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>6130-00 · MISCELLANEOUS EXPENSES</b>				
6130-01 · Misc. - General	11,141.65	12,080.00	-938.35	92.2%
6130-02 · Misc. - Incident/Accident	157.20			
6140-00 · Bank Fees	6,026.94	1,250.00	4,776.94	482.2%
6150-01 · Interest Exp. - Prkg. Lot Equip	4,544.69			
<b>Total 6130-00 · MISCELLANEOUS EXPENSES</b>	<b>21,870.48</b>	<b>13,330.00</b>	<b>8,540.48</b>	<b>164.1%</b>
<b>6400-00 · DOT/SCASGP</b>				
6400-01 · DOT/SCASGP	299,465.27			
6400-02 · DOT/SCASGP - FMAA	9,965.24			
<b>Total 6400-00 · DOT/SCASGP</b>	<b>309,430.51</b>			
<b>Total "B" EXPENSES - ADMINISTRATIVE</b>	<b>1,153,386.45</b>	<b>679,544.00</b>	<b>473,842.45</b>	<b>169.7%</b>

**Friedman Memorial Airport**  
**Profit & Loss Budget vs. Actual (COMBINED '18)**  
 October 2017 through August 2018

	Oct '17 - Aug 18	Budget	\$ Over Budget	% of Budget
<b>"B" EXPENSES - OPERATIONAL</b>				
<b>6500-00 · SUPPLIES/EQUIPMENT-OPERATIONS</b>				
6500-01 · Supplies/Equipment - General	4,875.08	6,415.00	-1,539.92	76.0%
6500-02 · Supplies/Equipment - Tools	6,930.47	9,165.00	-2,234.53	75.6%
6500-03 · Supplies/Equipment - Clothing	3,426.92	7,500.00	-4,073.08	45.7%
6500-04 · Supplies/Equipment - Janitorial	17,094.69	18,350.00	-1,255.31	93.2%
<b>Total 6500-00 · SUPPLIES/EQUIPMENT-OPERATIONS</b>	<b>32,327.16</b>	<b>41,430.00</b>	<b>-9,102.84</b>	<b>78.0%</b>
<b>6505-00 · EQUIP/VEHICLE - LEASE/RENTAL</b>				
6505-01 · Eq./Vehi Lease/Rental - General	59,750.00	55,000.00	4,750.00	108.6%
<b>Total 6505-00 · EQUIP/VEHICLE - LEASE/RENTAL</b>	<b>59,750.00</b>	<b>55,000.00</b>	<b>4,750.00</b>	<b>108.6%</b>
<b>6510-00 · FUEL/LUBRICANTS</b>				
6510-01 · General	0.00	1,825.00	-1,825.00	0.0%
6510-02 · Fuel	22,104.27	44,000.00	-21,895.73	50.2%
6510-03 · Lubricants	372.69	3,750.00	-3,377.31	9.9%
<b>Total 6510-00 · FUEL/LUBRICANTS</b>	<b>22,476.96</b>	<b>49,575.00</b>	<b>-27,098.04</b>	<b>45.3%</b>
<b>6520-00 · VEHICLES/MAINTENANCE</b>				
6520-01 · R/M Equipment - General	997.34	15,965.00	-14,967.66	6.2%
6520-06 · R/M Equip. -'85 Ford Dump	674.33	250.00	424.33	269.7%
6520-08 · R/M Equip. - '96 Tiger Tractor	1,350.85	2,500.00	-1,149.15	54.0%
6520-09 · R/M Equip. - '96 Oshkosh Swp.	489.16	9,450.00	-8,960.84	5.2%
6520-13 · R/M Equip. - Crafcro Crack Flr.	0.00	0.00	0.00	0.0%
6520-17 · R/M Equip. '01 Case 921 Ldr.	584.84	1,675.00	-1,090.16	34.9%
6520-18 · R/M Equip. - '97 Chevy Blazer	0.00	300.00	-300.00	0.0%
6520-19 · R/M Equip. '02 Ford F-150 PU	509.78	450.00	59.78	113.3%
6520-20 · R/M Equip. - '02 Kodiak Blower	8,908.82	525.00	8,383.82	1,696.9%
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	750.00	-696.48	7.1%
6520-28 · R/M Equip.-'06 Case 621 Loader	0.00	2,050.00	-2,050.00	0.0%
6520-29 · R/M Equip.- '10 Waus Broom/Plow	12,854.01	11,750.00	1,104.01	109.4%
6520-30 · R/M Equip.-'05 Ford F-350	2,869.66	1,250.00	1,619.66	229.6%
6520-31 · R/M Equip. -'10 Oshkosh Blower	2,610.26	2,800.00	-189.74	93.2%
6520-32 · R/M Equip. - '09 Mini Truck	4.77	200.00	-195.23	2.4%
6520-34 · R/M Equip. - '12 Case 921F Load	347.69	3,830.00	-3,482.31	9.1%
6520-35 · R/M Equip. - '14 Ford Explorer	277.12	500.00	-222.88	55.4%
6520-37 · R/M Equip. - '15 Tool Cat	1,986.12	1,000.00	986.12	198.6%
6520-38 · R/M Equip. - '15 Wausau Broom	9,711.42	5,550.00	4,161.42	175.0%
6520-40 · R/M Equip. - '17 Ford-350 Super	1,441.16	300.00	1,141.16	480.4%
6520-41 · R/M Equip. - '17 Kodiak Blower	23.87			
<b>Total 6520-00 · VEHICLES/MAINTENANCE</b>	<b>45,694.72</b>	<b>61,095.00</b>	<b>-15,400.28</b>	<b>74.8%</b>

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Accrual Basis

**Friedman Memorial Airport**  
**Profit & Loss Budget vs. Actual (COMBINED '18)**  
 October 2017 through August 2018

	Oct '17 - Aug 18	Budget	\$ Over Budget	% of Budget
<b>6530-00 · ARFF MAINTENANCE</b>				
6530-01 · ARFF Maint. Gen/Supplies	10,147.19	12,000.00	-1,852.81	84.6%
6530-03 · ARFF Maint. - '87 Oshkosh	400.88	2,000.00	-1,599.12	20.0%
6530-04 · ARFF Maint. - Radios	3,266.43	1,250.00	2,016.43	261.3%
6530-05 · ARFF MAint. - '03 E-One	1,311.53	2,000.00	-688.47	65.6%
6530-07 · ARFF Maint. - Supp/HFD Support	164.00	0.00	164.00	100.0%
<b>Total 6530-00 · ARFF MAINTENANCE</b>	<b>15,290.03</b>	<b>17,250.00</b>	<b>-1,959.97</b>	<b>88.6%</b>
<b>6540-00 · REPAIRS/MAINTENANCE - BUILDING</b>				
6540-01 · R/M Bldg. - General	99.50	2,500.00	-2,400.50	4.0%
6540-02 · R/M Bldg. - Terminal	68,167.88	101,515.00	-33,347.12	67.2%
6540-03 · R/M Bldg. - Terminal Concession	2,789.74	1,875.00	914.74	148.8%
6540-04 · R/M Bldg. - Cold Storage	295.49	2,000.00	-1,704.51	14.8%
6540-05 · R/M Bldg. - AOB/SHOP	14,671.73	15,900.00	-1,228.27	92.3%
6540-06 · R/M Bldg. - Hangars	14,829.61	2,500.00	12,329.61	593.2%
6540-07 · R/M Bldg. - Tower	4,427.17	2,400.00	2,027.17	184.5%
6540-08 · R/M Bldg. - Parking Booth	1,831.87	1,355.00	476.87	135.2%
<b>Total 6540-00 · REPAIRS/MAINTENANCE - BUILDING</b>	<b>107,112.99</b>	<b>130,045.00</b>	<b>-22,932.01</b>	<b>82.4%</b>
<b>6550-00 · REPAIRS/MAINTENANCE - AIRSIDE</b>				
6550-01 · R/M - General	1,391.99	5,000.00	-3,608.01	27.8%
6550-02 · R/M - Airfield/Runway	39,941.40	99,500.00	-59,558.60	40.1%
6550-04 · R/M - Lights	10,718.34	11,000.00	-281.66	97.4%
<b>Total 6550-00 · REPAIRS/MAINTENANCE - AIRSIDE</b>	<b>52,051.73</b>	<b>115,500.00</b>	<b>-63,448.27</b>	<b>45.1%</b>
<b>6551-00 · REPAIRS/MAINTENANCE - LANDSIDE</b>				
6551-01 · RM - General	0.00	2,500.00	-2,500.00	0.0%
6551-02 · R/M - Parking Lot	2,995.12	7,325.00	-4,329.88	40.9%
6551-03 · R/M - Landscaping	10,198.86	14,000.00	-3,801.14	72.8%
<b>Total 6551-00 · REPAIRS/MAINTENANCE - LANDSIDE</b>	<b>13,193.98</b>	<b>23,825.00</b>	<b>-10,631.02</b>	<b>55.4%</b>
<b>6560-00 · SECURITY EXPENSE</b>				
6560-01 · Security - General	4,697.35	10,000.00	-5,302.65	47.0%
6560-02 · Security - Law Enf. Offi. (LEO)	2,992.00	10,000.00	-7,008.00	29.9%
6560-03 · Security - Subscription Licen.	44,810.00	58,440.00	-13,630.00	76.7%
6560-04 · Security - Perim./Access/CCTV	7,344.73	17,600.00	-10,255.27	41.7%
6560-05 · Security - Professional Serv.	2,475.00	22,500.00	-20,025.00	11.0%
6560-06 · Security - Prof. Services/IT	3,077.07	12,000.00	-8,922.93	25.6%
<b>Total 6560-00 · SECURITY EXPENSE</b>	<b>65,396.15</b>	<b>130,540.00</b>	<b>-65,143.85</b>	<b>50.1%</b>

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Accrual Basis

**Friedman Memorial Airport**  
**Profit & Loss Budget vs. Actual (COMBINED '18)**  
 October 2017 through August 2018

	Oct '17 - Aug 18	Budget	\$ Over Budget	% of Budget
<b>6570-00 · REPAIRS/MAINT.-AERONAUTICAL EQU</b>				
6570-01 · R/M Aeronautical Equip - NDB/DME	9,761.80	10,000.00	-238.20	97.6%
6570-02 · R/M Aeronautical Equip. - Tower	11,727.06	8,000.00	3,727.06	146.6%
6570-04 · R/M Aeron. Equip. - AWOS/ATIS	8,236.80	10,000.00	-1,763.20	82.4%
<b>Total 6570-00 · REPAIRS/MAINT.-AERONAUTICAL EQU</b>	<b>29,725.66</b>	<b>28,000.00</b>	<b>1,725.66</b>	<b>106.2%</b>
<b>Total "B" EXPENSES - OPERATIONAL</b>	<b>443,019.38</b>	<b>652,260.00</b>	<b>-209,240.62</b>	<b>67.9%</b>
<b>Total "B" EXPENDITURES</b>	<b>1,596,405.83</b>	<b>1,331,804.00</b>	<b>264,601.83</b>	<b>119.9%</b>
<b>"C" EXPENSES</b>				
<b>7001-00 · CAPITAL EXPENDITURES</b>				
7001-0* · CONTINGENCY	0.00	20,000.00	-20,000.00	0.0%
7001-02 · Buildings and Improvements	24,300.15	15,000.00	9,300.15	162.0%
7001-04 · Office Equipment	13,061.67	27,000.00	-13,938.33	48.4%
7001-05 · Maintenance Equipment /Vehicle	17,783.00	24,250.00	-6,467.00	73.3%
7001-06 · Assessments/Plans/Studies	43,352.75	110,000.00	-66,647.25	39.4%
7001-09 · Security Equipment	0.00	45,500.00	-45,500.00	0.0%
<b>Total 7001-00 · CAPITAL EXPENDITURES</b>	<b>98,497.57</b>	<b>241,750.00</b>	<b>-143,252.43</b>	<b>40.7%</b>
<b>7110-00 · DOT/SCADGP</b>				
7110-01 · DOT/SCASGP	0.00	250,000.00	-250,000.00	0.0%
7110-02 · DOT/SCASGP - FMAA	0.00	22,915.00	-22,915.00	0.0%
<b>Total 7110-00 · DOT/SCADGP</b>	<b>0.00</b>	<b>272,915.00</b>	<b>-272,915.00</b>	<b>0.0%</b>
<b>7500-00 · IDAHO STATE GRANT PROGRAM</b>				
7500-18 · '18 ITD Grant (SUN-17 ITD/FMA)	0.00	50,000.00	-50,000.00	0.0%
<b>Total 7500-00 · IDAHO STATE GRANT PROGRAM</b>	<b>0.00</b>	<b>50,000.00</b>	<b>-50,000.00</b>	<b>0.0%</b>
<b>7542-00 · AIP '42 EXPENSE - AC Apron Dsgn</b>				
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%
<b>Total 7542-00 · AIP '42 EXPENSE - AC Apron Dsgn</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>7543-00 · AIP '43 EXPENSE - Air Carr. Apr</b>				
7543-01 · AIP '43 - AC Apron - Eligible	1,255,476.98	2,190,607.00	-935,130.02	57.3%
7543-02 · AIP '43 - Parking - Non-Eligibl	221,138.77	654,400.00	-433,261.23	33.8%
7543-03 · AIP '43 - SRE Equipment	296,227.50	325,000.00	-28,772.50	91.1%
7543-04 · AIP '43 - RPZ Acq/Tree Removal	31,193.73	141,250.00	-110,056.27	22.1%
7543-05 · AIP '43 - Retainer - Eligible	-81,567.14			
7543-06 · AIP '43 - Non-Elig. Retainer	-13,388.96			
<b>Total 7543-00 · AIP '43 EXPENSE - Air Carr. Apr</b>	<b>1,709,080.88</b>	<b>3,311,257.00</b>	<b>-1,602,176.12</b>	<b>51.6%</b>

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Accrual Basis

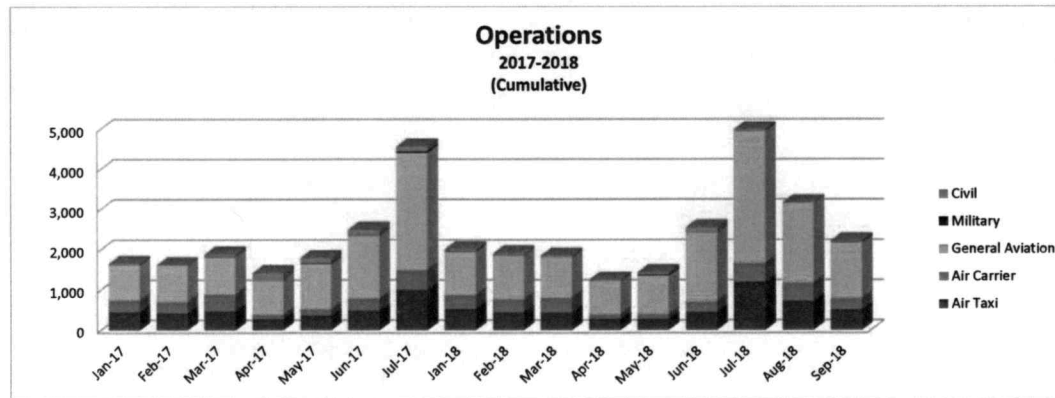
**Friedman Memorial Airport**  
**Profit & Loss Budget vs. Actual (COMBINED '18)**  
 October 2017 through August 2018

	Oct '17 - Aug 18	Budget	\$ Over Budget	% of Budget
7544-00 · AIP '44 EXPENSE RPZ EA				
7544-01 · AIP '44 - Eligible	24,419.80	78,750.00	-54,330.20	31.0%
<b>Total 7544-00 · AIP '44 EXPENSE RPZ EA</b>	<b>24,419.80</b>	<b>78,750.00</b>	<b>-54,330.20</b>	<b>31.0%</b>
9001-00 · PFC 14-09-C-00-SUN				
9001-03 · PFC '14 Master Plan	3,337.10	3,500.00	-162.90	95.3%
<b>Total 9001-00 · PFC 14-09-C-00-SUN</b>	<b>3,337.10</b>	<b>3,500.00</b>	<b>-162.90</b>	<b>95.3%</b>
<b>Total "C" EXPENSES</b>	<b>1,835,335.35</b>	<b>3,958,172.00</b>	<b>-2,122,836.65</b>	<b>46.4%</b>
<b>Total EXPENDITURES</b>	<b>4,841,071.73</b>	<b>6,890,266.25</b>	<b>-2,049,194.52</b>	<b>70.3%</b>
<b>Total Expense</b>	<b>4,841,071.73</b>	<b>6,890,266.25</b>	<b>-2,049,194.52</b>	<b>70.3%</b>
<b>Net Ordinary Income</b>	<b>426,847.45</b>	<b>-427,205.12</b>	<b>854,052.57</b>	<b>-99.9%</b>
<b>Net Income</b>	<b>426,847.45</b>	<b>-427,205.12</b>	<b>854,052.57</b>	<b>-99.9%</b>



**Friedman Memorial Airport  
September 2018**

ATCT Traffic Operations Record																		
Month	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
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	2,019
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	1,914
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	1,860
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	1,257
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	1,442
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	2,552
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	5,033
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	3,175
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	2,224
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	0
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	0
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	0
<b>Totals</b>	<b>50,858</b>	<b>55,897</b>	<b>44,739</b>	<b>45,032</b>	<b>43,607</b>	<b>43,002</b>	<b>50,712</b>	<b>33,836</b>	<b>31,699</b>	<b>32,350</b>	<b>30,555</b>	<b>28,269</b>	<b>32,140</b>	<b>23,307</b>	<b>24,815</b>	<b>26,716</b>	<b>26,692</b>	<b>21,476</b>



ATCT Operations Change (2018 vs. 2017)			
	2018	2017	% Change
Air Taxi	518	491	5%
Air Carrier	279	298	-6%
General Aviation	1,384	2,429	-43%
Military	9	16	-44%
Civil	34	48	-29%
Total	2,224	3,282	-32.24%
YTD Total	21,476	21,401	0.35%

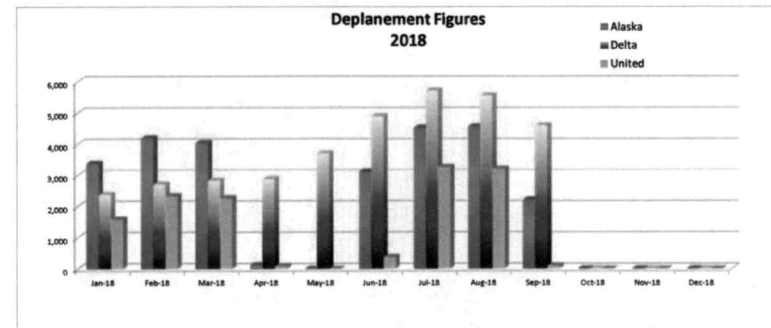
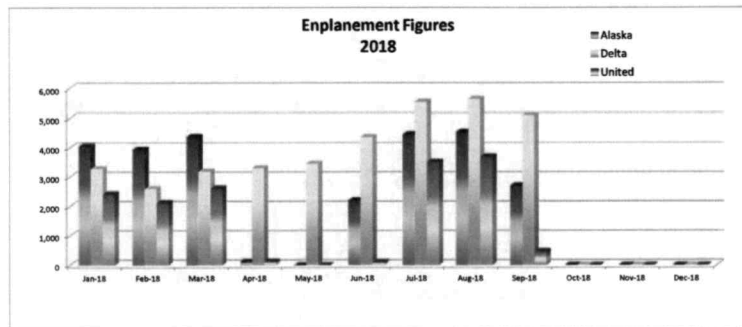
**Friedman Memorial Airport  
September 2018**

2018 Enplanements																		
Date	Alaska Airlines					Delta Airlines					United Airlines					Total Enp.	Prior Year Total Enp.	Total % Change
	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change			
Jan-18	3,985	66	4,051	3,536	15%	3,251	30	3,281	2,685	22%	2,383	47	2,430	1,519	60%	9,762	7,740	26.1%
Feb-18	3,856	93	3,949	3,340	18%	2,542	60	2,602	2,556	2%	2,081	48	2,129	1,645	29%	8,680	7,541	15.1%
Mar-18	4,293	86	4,379	3,867	13%	3,146	47	3,193	4,944	-35%	2,551	72	2,623	2,120	24%	10,195	10,931	-6.7%
Apr-18	124	3	127	0	100%	3,245	60	3,305	3,339	-1%	134	0	134	0	100%	3,566	3,339	6.8%
May-18	0	0	0	0	0%	3,377	81	3,458	3,235	7%	0	0	0	0	0%	3,458	3,235	6.9%
Jun-18	2,162	50	2,212	2,105	5%	4,269	86	4,355	3,880	12%	107	0	107	473	-77%	6,674	6,458	3.3%
Jul-18	4,390	67	4,457	4,215	6%	5,459	78	5,537	5,379	3%	3,464	57	3,521	3,064	15%	13,515	12,658	6.8%
Aug-18	4,450	92	4,542	4,186	9%	5,543	87	5,630	5,654	0%	3,637	67	3,704	3,402	9%	13,876	13,242	4.8%
Sep-18	2,642	73	2,715	2,387	14%	5,024	74	5,098	4,350	17%	469	9	478	763	-37%	8,291	7,500	10.5%
<b>Totals</b>	<b>25,902</b>	<b>530</b>	<b>26,432</b>	<b>23,636</b>	<b>12%</b>	<b>35,856</b>	<b>603</b>	<b>36,459</b>	<b>36,022</b>	<b>1%</b>	<b>14,826</b>	<b>300</b>	<b>15,126</b>	<b>12,986</b>	<b>16%</b>	<b>78,017</b>	<b>72,644</b>	<b>7.4%</b>

Legend for Chart:

2018 Deplanements																		
Date	Alaska Airlines					Delta Airlines					United Airlines					Total Dep.	Prior Year Total Dep.	Total % Change
	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change			
Jan-18	3,310	67	3,377	2,902	16%	2,327	45	2,372	2,053	16%	1,536	47	1,583	1,276	24%	7,332	6,231	17.7%
Feb-18	4,094	94	4,188	3,771	11%	2,662	46	2,708	2,344	16%	2,305	27	2,332	1,759	33%	9,228	7,874	17.2%
Mar-18	3,942	91	4,033	3,800	6%	2,760	62	2,822	4,386	-36%	2,214	53	2,267	1,982	14%	9,122	10,168	-10.3%
Apr-18	116	1	117	0	100%	2,805	67	2,872	2,866	0%	76	3	79	0	100%	3,068	2,866	7.0%
May-18	0	0	0	0	0%	3,616	86	3,702	3,432	8%	0	0	0	0	0%	3,702	3,432	7.9%
Jun-18	3,054	58	3,112	2,755	13%	4,840	50	4,890	4,496	9%	366	6	372	833	-55%	8,374	8,084	3.6%
Jul-18	4,448	73	4,521	4,379	3%	5,629	79	5,708	5,637	1%	3,230	25	3,255	2,921	11%	13,484	12,937	4.2%
Aug-18	4,449	108	4,557	4,359	5%	5,478	74	5,552	5,380	3%	3,138	61	3,199	2,963	8%	13,308	12,702	4.8%
Sep-18	2,137	78	2,215	1,981	12%	4,501	92	4,593	3,992	15%	83	10	93	484	-81%	6,901	6,457	6.9%
<b>Totals</b>	<b>25,550</b>	<b>570</b>	<b>26,120</b>	<b>23,947</b>	<b>9%</b>	<b>34,618</b>	<b>601</b>	<b>35,219</b>	<b>34,586</b>	<b>2%</b>	<b>12,948</b>	<b>232</b>	<b>13,180</b>	<b>12,218</b>	<b>8%</b>	<b>74,519</b>	<b>70,751</b>	<b>5.3%</b>

Legend for Chart:



**Friedman Memorial Airport  
September 2018**

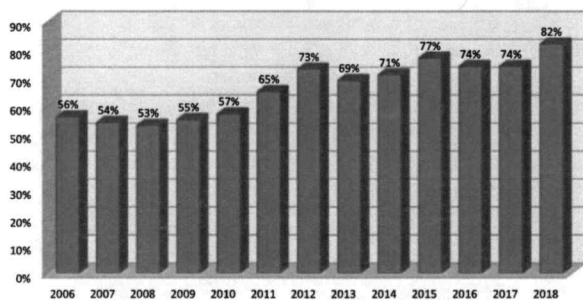
**2018 Seat Occupancy**

Date	Alaska 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 % Change Total Seats Available	Prior Year % Change Total Seats Occupied	Prior Year % Change Total % Occupied
Jan-18	72	5,472	4,051	74%	56	3,696	3,281	89%	48	3,168	2,430	77%	12,336	9,762	79%	19%	26%	5%
Feb-18	67	5,092	3,949	78%	47	3,102	2,602	84%	46	3,036	2,129	70%	11,230	8,680	77%	8%	15%	4%
Mar-18	76	5,776	4,379	76%	52	3,432	3,193	93%	48	3,168	2,623	83%	12,376	10,195	82%	-15%	-7%	7%
Apr-18	2	152	127	84%	56	3,696	3,305	89%	2	132	134	102%	3,980	3,566	90%	1%	7%	6%
May-18	0	0	0	0%	62	4,092	3,458	85%	0	0	0	0%	4,092	3,458	85%	0%	7%	6%
Jun-18	50	3,400	2,212	65%	77	5,082	4,355	86%	6	396	107	27%	8,878	6,674	75%	-12%	3%	11%
Jul-18	78	5,304	4,457	84%	90	6,300	5,537	88%	62	4,712	3,521	75%	16,316	13,515	83%	-6%	7%	10%
Aug-18	79	5,372	4,542	85%	90	6,210	5,630	91%	62	4,340	3,704	85%	15,922	13,876	87%	-5%	5%	8%
Sep-18	53	3,604	2,715	75%	79	5,451	5,098	94%	6	396	478	121%	9,451	8,291	88%	-9%	11%	16%
<b>Totals</b>	<b>477</b>	<b>34,172</b>	<b>26,432</b>	<b>77%</b>	<b>609</b>	<b>41,061</b>	<b>36,459</b>	<b>89%</b>	<b>280</b>	<b>19,348</b>	<b>15,126</b>	<b>78%</b>	<b>94,581</b>	<b>78,017</b>	<b>82%</b>	<b>33%</b>	<b>66%</b>	<b>16%</b>

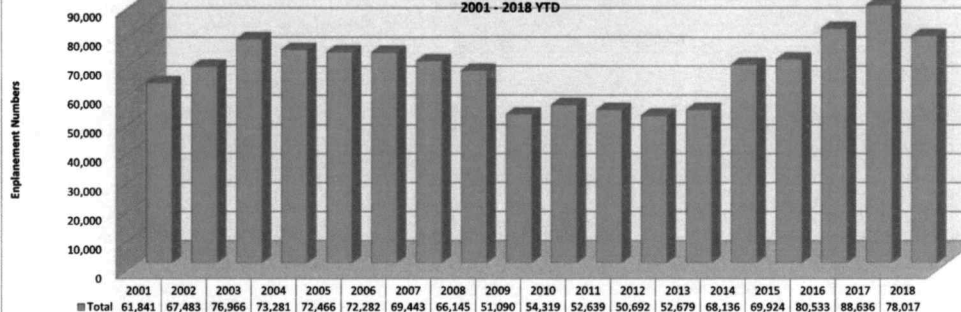
Note: Total of 68 Seats Available on aircraft for summer months  
 Total of 76 Seats Available on aircraft for winter months  
 Total of 66 Seats Available on aircraft from Jan. - June  
 Total of 70 Seats starting in July  
 Total of 76 Seats Available on aircraft

\*Seats are capped at 66 during some periods in the summer due to weight and balance requirements and other times of the year seats may be capped due to environmental conditions

**Historical Seat Occupancy Comparison  
2001-2018 YTD**

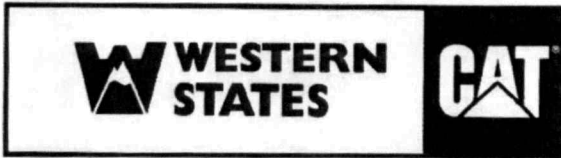


**Historical Employment Comparison  
2001 - 2018 YTD**









Meridian  
500 E Overland Rd Meridian, ID 83642  
208.888.2287

**SOLD TO:**  
Friedman Memorial Airport  
1616 Airport Cir  
Hailey, ID 83333-5534

**SHIP TO:**  
Friedman Memorial Airport  
1616 Airport Cir  
Hailey, ID 83333-5534

**SALES AGREEMENT**

AGREEMENT: Q000114053-2  
AGREEMENT DATE: 10/4/2018  
AGREEMENT EXPIRES: 11/1/2018  
WAREHOUSE: Twin Falls Machine Sales  
CUSTOMER NO.: 3008060  
CUSTOMER PO:  
SALESMAN: Shane G Johnson

Shane.Johnson@wseco.com

ITEM DESCRIPTION	PRICE
2018 Caterpillar 279D Multi Terrain Loader S/N: GTL06126 SMU: 3 hrs ID:E0038903	\$67,210.26
<ul style="list-style-type: none"> <li>● Caterpillar 80" GP BKT .62CYD SSL S/N: A4188BK20790 ID: E0041611</li> <li>● New Warranty - 60 mo 1,500 hrs - PREMIER</li> <li>● Delivery Freight</li> </ul>	

Notes		
	Before Tax Balance	\$67,210.26
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$67,210.26</b>

Western States Equipment	Friedman Memorial Airport
Order Received by _____	Approved and Accepted by _____
Title <u>Salesman</u> _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

**Trade Ins:** All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
**Warranty:** By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.

STATE OF TEXAS

Department of Transportation  
Texas Department of Transportation  
1301 North East Street  
Austin, Texas 78701  
Phone: (512) 463-1000  
Fax: (512) 463-1001



Project No. 0-1000-0000-0000  
Contract No. 0-1000-0000-0000

Section 101.01 - General Provisions  
Section 101.02 - Construction Methods  
Section 101.03 - Materials and Workmanship  
Section 101.04 - Inspection and Testing  
Section 101.05 - Safety

Section 101.06 - Traffic Control  
Section 101.07 - Environmental Protection  
Section 101.08 - Utilities  
Section 101.09 - Surveying  
Section 101.10 - Construction Management

Item No.	Description	Quantity	Unit	Price
101.01.01	General Provisions			
101.01.02	Construction Methods			
101.01.03	Materials and Workmanship			
101.01.04	Inspection and Testing			
101.01.05	Safety			
101.01.06	Traffic Control			
101.01.07	Environmental Protection			
101.01.08	Utilities			
101.01.09	Surveying			
101.01.10	Construction Management			



# SALES AGREEMENT

NO.: Q000114053-2

## EQUIPMENT DETAILS

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3455279 279D CTL TIER 4 FINAL HRC	2584096 SEAT BELT, 3"
3453556 HEATER, ENGINE COOLANT, 120V	3454919 ROPS, ENCLOSED WITH A/C (C3)
3454940 RIDE CONTROL	3455148 COUNTERWEIGHT,MACHINE,EXTERNAL
3455447 PACKAGE, PERFORMANCE, (H3)	3456180 RADIO, AM/FM, BLUETOOTH
3456240 DOOR, CAB, GLASS	3456359 SEAT,AIR SUSPENSION,CLOTH,HEAT
3570248 RUBBER BELT, 2 SPD, TF IDLERS	3888149 INSTRUCTIONS, ANSI, USA
4169265 DISPLAY, ADVANCED, LCD, CAMERA	4210340 CONVERSION ARRANGEMENT
4223445 FILM, RIDE CONTROL, ANSI	4414819 PRODUCT LINK, CELLULAR PL641
4813908 BATTERY, XTRA HVY DUTY, DISC	4850415 CONTROL, ISO, PROP, WT
4866957 FAN, COOLING, DEMAND	4951672 LIGHTS, HALOGEN
5158590 QUICK COUPLER, HYDRAULIC	5631163 CERTIFICATION ARR, P65
4218926 SERIALIZED TECHNICAL MEDIA KIT	0P0210 PACK, DOMESTIC TRUCK
0P9003 LANE 3 ORDER	4546059 TRACK,RUBBER,450MM(17.7 IN)BAR
0P0096	2795377 BUCKET-GP, 80", BOCE



STATE OF TEXAS

COMPTROLLER OF PUBLIC ACCOUNTS  
STATE OF TEXAS  
1000 NORTH BRASS  
DALLAS, TEXAS 75202  
TEL: 214-757-3000  
WWW.COMPTROLLER.TX.GOV

COMPTROLLER OF PUBLIC ACCOUNTS  
STATE OF TEXAS  
1000 NORTH BRASS  
DALLAS, TEXAS 75202  
TEL: 214-757-3000  
WWW.COMPTROLLER.TX.GOV

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.



All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "AS IS" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE/LIMITATION OF REMEDIES" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** \_\_\_\_\_

**WESTERN STATES EQUIPMENT COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Salesman \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)**

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME Friedman Memorial Airport			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 1616 Airport Cir Hailey, ID 83333-5534				
EXTENDED WARRANTY COVERAGE New Warranty - 60 mo 1,500 hrs & PREMIER				
MODEL 279D	PRODUCT DESCRIPTION 279D Multi Terrain Loader	HOUR METER 3	SERIAL NUMBER GTL06126	DELIVERY DATE

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (Initial)

OWNER/LESSEE SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.



## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. Owner Responsibilities: The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner

\$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

**Note:** Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

**Note:** The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.



**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDOWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**



Caterpillar Inc.  
Peoria, Illinois 61629

Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

**Delivery Service Record**

**Comprobante Del Servicio de Entrega**

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	279D	GTL06126	3		

**ATTACHMENTS INSTALLED:** BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

**ACCESORIOS INSTALADOS:** CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
80" GP BKT .62CYD SSL			
Serial No. N/S A4188BK20790	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)  
Nombre del Cliente (con letra de imprenta) Friedman Memorial Airport

Dirección postal completa 1616 Airport Cir Hailey, ID 83333-5534

Country  
pais USA

**Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.**  
**El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.**

- |   |  |
|---|--|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.<br>Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.               | <input type="checkbox"/> 3. Parts Book delivered with machine.<br>Se entregó con la máquina el Catálogo de Piezas.   |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.<br>Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos. | <input type="checkbox"/> 4. All items on Delivery Checklist have been completed.<br>Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03). |

User's Signature  
Firma del usuario \_\_\_\_\_

Dir. Rep. Signature  
Firma del representante del distribuidor \_\_\_\_\_

**Delivery Checklist CONTINUED ON REVERSE SIDE**

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
  - Explain all warning labels on machine.
  - Show location of all serial numbers on machine.
- Lubrication and Maintenance.**
- Explain Maintenance Guide.
  - Instruct how to use lubrication and maintenance chart.
  - Show all lubrication points on the machine and attachments.

**Lista de Comprobación SIGUE AL DORSO**

En la distribuidora

- Asegúrese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegúrese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
  - Explicar todos los rótulos de advertencia de la máquina.
  - Mostrar ubicación de todos los números de serie en la máquina.
- Lubricación y Conservación**
- Explicar la Guía de Conservación.
  - Indicar cómo se utiliza el cuadro de lubricación y conservación.
  - Mostrar todos los puntos de lubricación de la máquina y accesorios.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official

**C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

**DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)**  
**Transaction Number 3572873 Quote Number 6069801**



**These documents were prepared especially for:**

**FRIEDMAN MEMORIAL AIRPORT**  
**1616 AIRPORT CIRCLE**  
**HAILEY, ID 83333**

**Dealer:** WESTERN STATES EQUIPMENT CO., H510  
**Date:** 10/18/2018 **Time:** 5:07 PM  
**Comments:**

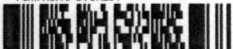
**Customer Executed Documents** **Comments**

- Lease Purchase Document \_\_\_\_\_
- Delivery Certification \_\_\_\_\_
- Insurance Verification \_\_\_\_\_
- 8038G or 8038GC \_\_\_\_\_
- Advance Payment (cross out if N/A) \_\_\_\_\_
- Customer Information Verification \_\_\_\_\_
- Tax Exemption Certificate \_\_\_\_\_
- Any necessary Riders/Amendments \_\_\_\_\_
- Lessee's Resolution + Minutes of Meeting **OR** \_\_\_\_\_
- Opinion of Lessee's Counsel \_\_\_\_\_
- Copy of Driver's License (Sole Proprietorships and Individuals) \_\_\_\_\_

**Dealer Executed Documents** **Comments**

- Purchase Agreement \_\_\_\_\_
- Dealer Invoice \_\_\_\_\_
- All Credit Conditions Met \_\_\_\_\_

*\*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*



Section 1: Introduction  
This document is a template for a report.

Section 2: Objectives  
The purpose of this report is to analyze the data and provide insights.

Section 3: Methodology  
The data was collected through a series of experiments and analyzed using statistical methods.

- Item 1: Description of the first item.
- Item 2: Description of the second item.
- Item 3: Description of the third item.
- Item 4: Description of the fourth item.
- Item 5: Description of the fifth item.
- Item 6: Description of the sixth item.
- Item 7: Description of the seventh item.
- Item 8: Description of the eighth item.
- Item 9: Description of the ninth item.
- Item 10: Description of the tenth item.

Section 4: Results  
The results of the analysis show a clear trend in the data.

- Item 11: Description of the eleventh item.
- Item 12: Description of the twelfth item.
- Item 13: Description of the thirteenth item.

Section 5: Conclusion  
In conclusion, the findings of this study are significant and warrant further research.





**Governmental Equipment Lease-Purchase Agreement**  
**Transaction Number 3572873**



**1. PARTIES**

**LESSOR ("we", "us", or "our"):**  
 CATERPILLAR FINANCIAL SERVICES CORPORATION  
 2120 West End Avenue  
 Nashville, TN 37203

**LESSEE ("you" or "your"):**  
 FRIEDMAN MEMORIAL AIRPORT  
 1616 AIRPORT CIRCLE  
 HAILEY, ID 83333

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

**2. DESCRIPTION OF THE UNITS**

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 4.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
--	---	---	---------------------	--

(1) New 279D Caterpillar Compact Track Loader	GTL06126	\$9,658.84	\$30,000.00	
---	----------	------------	-------------	--

**TERMS AND CONDITIONS**

- Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments. Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.95% per annum.
- Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this



Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If

any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

## SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LESSEE **FRIEDMAN MEMORIAL AIRPORT**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of Idaho (the "State") authorize **FRIEDMAN MEMORIAL AIRPORT** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

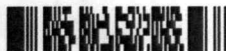
that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, \_\_\_\_\_, \_\_\_\_\_ of FRIEDMAN MEMORIAL AIRPORT, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





**Verification of Insurance**

**Lessee:**

**LESSOR (we):**

**LESSEE (you):**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203-0001

**FRIEDMAN MEMORIAL AIRPORT**  
1616 AIRPORT CIRCLE  
HAILEY, ID 83333

**Subject: Insurance Coverage Requirements**

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3572873 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 279D	Caterpillar Compact Track Loader	GTL06126		\$67,210.26

**SIGNATURES**

**LESSEE**

**FRIEDMAN MEMORIAL AIRPORT**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_





## Opinion of Counsel

### Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3572873) (the "Lease") Between FRIEDMAN MEMORIAL AIRPORT("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Idaho (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

#### SIGNATURE

Name (PRINT): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





# Caterpillar Financial Services Corporation

## INVOICE

Page	Date	Invoice No.
1	10/18/2018	LSAP-516069801-1

FRIEDMAN MEMORIAL AIRPORT  
 1616 AIRPORT CIRCLE  
 HAILEY, ID 83333

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 279D Caterpillar Compact Track Loader	GTL06126		Upon Receipt.	1	\$9,658.84
Sales and Use Tax					\$0.00
Document Fee					\$0.00
Filing Fee					\$0.00
Stamp Fee					\$0.00
Other Fees					\$0.00
Freight Fee					\$0.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

**PLEASE PAY THIS AMOUNT      \$      \$9,658.84**

Invoice No.	Total Enclosed
LSAP-516069801-1	\$

FRIEDMAN MEMORIAL AIRPORT  
 1616 AIRPORT CIRCLE  
 HAILEY, ID 83333

Remit To: Caterpillar Financial Services Corporation  
 5th Floor Document Services  
 Doc Specialist: WESTERN STATES EQUIPMENT CO.  
 2120 West End Ave.  
 Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.  
 Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.



**Meeting Minutes**

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WESTERN STATES EQUIPMENT CO.  
500 E. OVERLAND ROAD  
P.O. BOX 38  
BOISE ID 83707-0038

**Reference:**

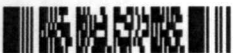
FRIEDMAN MEMORIAL AIRPORT

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT





**1. PARTIES**

LESSOR (we): CATERPILLAR FINANCIAL SERVICES CORPORATION  
LESSEE (you): FRIEDMAN MEMORIAL AIRPORT

**2. PAYMENT SCHEDULE**

<u>Payment Dates</u>	<u>Payment Numbers</u>	<u>Payment Amounts Due</u>
_____	1 - 5	\$9,658.84
	FINAL PAYMENT OF	\$30,000.00

**SIGNATURES**

LESSOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	LESSEE	FRIEDMAN MEMORIAL AIRPORT
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____



**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

**Part I Reporting Authority** Check box if Amended Return

<b>1</b> Issuer's name	<b>2</b> Issuer's employer identification number (EIN)
<b>3</b> Number and street (or P.O. box if mail is not delivered to street address)	Room/suite
<b>4</b> City, town, or post office, state, and ZIP code	<b>5</b> Report number (For IRS Use Only) [ ] [ ] [ ]
<b>6</b> Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	<b>7</b> Telephone number of officer or legal representative

**Part II Description of Obligations** Check one: a single issue  or a consolidated return

<b>8a</b> Issue price of obligation(s) (see instructions)	<b>8a</b>
<b>b</b> Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
<b>9</b> Amount of the reported obligation(s) on line 8a that is:	
<b>a</b> For leases for vehicles	<b>9a</b>
<b>b</b> For leases for office equipment	<b>9b</b>
<b>c</b> For leases for real property	<b>9c</b>
<b>d</b> For leases for other (see instructions)	<b>9d</b>
<b>e</b> For bank loans for vehicles	<b>9e</b>
<b>f</b> For bank loans for office equipment	<b>9f</b>
<b>g</b> For bank loans for real property	<b>9g</b>
<b>h</b> For bank loans for other (see instructions)	<b>9h</b>
<b>i</b> Used to refund prior issue(s)	<b>9i</b>
<b>j</b> Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	<b>9j</b>
<b>k</b> Other	<b>9k</b>
<b>10</b> If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input type="checkbox"/>	
<b>11</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>	
<b>12</b> Vendor's or bank's name: _____	
<b>13</b> Vendor's or bank's employer identification number: _____	

**Signature and Consent**  
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title
---	------	------------------------------

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.**

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.**

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**AMENDMENT TO FRIEDMAN MEMORIAL  
AIRPORT AUTHORITY REGULATION NO. 94-1**

**A REGULATION OF THE FRIEDMAN MEMORIAL AIRPORT AUTHORITY GOVERNING AND REGULATING GROUND TRANSPORTATION AND BAGGAGE TRANSPORT SERVICES AT FRIEDMAN MEMORIAL AIRPORT, HAILEY, IDAHO; PROHIBITING THE COMMISSION OF CERTAIN ACTS; PROVIDING PENALTIES FOR THE VIOLATION OF THIS REGULATION; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS REGULATION UPON PASSAGE, APPROVAL AND PUBLICATION.**

**WHEREAS**, the Friedman Memorial Airport has limited parking areas designated for use by ground transportation service providers (GTSP) and that those parking areas must be effectively managed due to their size limitations and in order to treat all GTSP equitably; the Friedman Memorial Airport Authority (FMAA) determines and finds that orderly, safe and non-discriminatory use of the Airport parking areas and service to the public will be enhanced by the adoption of the provisions contained in this Regulation;

**NOW THEREFORE, BE IT ORDAINED BY THE FRIEDMAN MEMORIAL AIRPORT AUTHORITY AS FOLLOWS:**

**DEFINITIONS.**

**“Ground Transportation Service Provider” or “GTSP” shall mean any person or entity engaged in the operation of one or more vehicles (including, but not limited to taxis, buses, vans and limousines) in the business of transporting passengers for hire along or upon surface roads wherein one or more passengers is either picked up from or delivered to Airport Property. Notwithstanding the foregoing, GTSP shall not be deemed to include a “Transportation Network Company” or “TNC” as defined in Idaho Code § 49-3703.**

**“Class 1 GTSP” shall mean a GTSP whose principal business is the transportation of passengers for hire on a commercial basis, either as a common carrier or under private contract, agreement, charter or undertaking. Examples of Class 1 GTSPs include taxis and limousine companies.**

**“Class 2 GTSP” shall mean a GTSP whose transportation of passengers to and from the Airport is incidental and subordinate to an existing principal business and private, not-for-hire, event shuttles. Examples of Class 2 GTSPs include hotel courtesy shuttles and shuttles operated by off Airport Rental Car operators licensed by the City of Hailey.**

**“Interstate Licensed GTSPs” shall mean a GTSP licensed and registered in a state other than Idaho. Examples of Interstate Licensed GTSPs include Shuttles or Tour Buses based out Utah or Wyoming.**

**“Non-GTSP Provider” shall have two categories (a) Private Event Shuttles or vans with prearranged drop offs or pick-ups; and (b) TNCs. A Non-GTSP Provider may not solicit passengers on Airport Property under**



any circumstances and may not enter the terminal without authorization from Airport officials obtained prior to entry on Airport property.

**SECTION 1. LAWS, ORDINANCES, ETC.** All GTSPs shall comply with all existing federal, state, City of Hailey and FMAA regulations, ordinances and licensing requirements.

**SECTION 2. PERMITS AND FEES.**

**A. Class 1 GTSPs:**

- a. Must hold a current, valid Service Business License with the City of Hailey for Auto Transportation Service; prior to applying for a Friedman Memorial Airport Ground Transportation Service Provider Permit.
- b. Must hold a current, valid Class 1 Friedman Memorial Airport Ground Transportation Service Provider Permit ("Class 1 GTSP Permit"). Class 1 GTSP Permits shall be re-issued on an annual basis. The permit year shall be from January 1 through December 31. Processing of completed permit applications may take up to two weeks.
- c. Class 1 GTSPs must meet the reasonable needs of the traveling public. Any provider who suspends service for more than 60 days may be subject to revocation of operating privileges.
- d. Class 1 GTSPs are subject to fees as adopted and/or amended from time to time by the FMAA. Failure to pay fees shall result in the immediate revocation of the GTSP's permit. All annual licensing, processing, security and other applicable fees shall be paid at the time of permit issuance and shall not be pro-rated and are non-refundable.

**B. Class 2 GTSPs:**

- a. Must hold a current, valid Class 2 Friedman Memorial Airport Ground Transportation Service Provider Permit ("Class 2 GTSP Permit"). Class 2 GTSP Permits are issued under an abbreviated application process.
- b. Class 2 GTSPs are subject to fees as adopted and/or amended from time to time by the FMAA. Failure to pay fees shall result in the immediate revocation of the GTSP's permit. All annual licensing, processing, security and other applicable fees shall be paid at the time of permit issuance and shall not be pro-rated and are non-refundable.

**C. Interstate Licensed GTSPs**

- a. Must hold current valid licenses issued by the state in which the vehicle is registered.

**D. Non-GPSP Category (a)**

- a. Must pay special event fees as adopted in the Airport Rates and Charges Schedule.

**SECTION 3. INSURANCE.**

- A. Class 1 GTSPs** shall, at their own expense, procure and keep in force at all times during the term of the permit issued under this Regulation, insurance written by an insurer satisfactory to the Airport, insuring the GTSP, the City of Hailey, Blaine County and the FMAA against all costs, liability and expense on account of injury or death of a person or persons or damage to or destruction of property caused by or connected with the GTSP's operation of a ground transportation service at the Airport in an amount of not less than one million dollars (\$1,000,000) per occurrence. GTSP Policies must provide that all drivers utilizing the GTSP vehicles are covered under the Policy.

The comprehensive general public liability and property damage and vehicle insurance required under this section shall name the City of Hailey, Blaine County, FMAA, their agents and employees as parties insured and the Airport Manager shall be furnished with a certificate to the effect that such insurance shall not be changed or canceled without thirty days' prior written notice to the Airport Manager. The vehicle insurance policy shall list all vehicles by description (make, model, color, year), license plate and vehicle identification number.

- B. Class 2 and Interstate Licensed GTSPs** must maintain insurance as required by the state in which their vehicle is registered.
- C. Non-GTSP Providers** must maintain insurance as required by Idaho State Law.

**SECTION 4. SECURITY THREAT ASSESSMENT/AIRPORT ACCESS.**

- A. All GTSPs (both Class 1 and Class 2):** Every driver shall make application to the Airport Security Coordinator to complete an Airport Security Threat Assessment (STA) and complete an Airport Identification badging process. No driver shall be allowed to operate without a completed STA and badging process. Drivers are required to wear their Airport Identification badge on the exterior of their clothing and in an outward facing position at all times while at the Airport. If requested, driver shall display their badge for closer viewing. Airport Identification badge processing time could take up to two weeks.

GTSP's drivers shall enter and exit the Airport Terminal parking with the use of the Airport Identification badge issued to the driver. If requested, the GTSP shall stop and allow attendants at the parking booth to view GTSP driver's Airport Identification badge. Any driver utilizing a badge not issued to them specifically or providing their Airport Identification badge to anyone else for use shall be immediately suspended.

- B. Interstate Licensed GTSPs** shall make arrangements at least 24 hours in advance with Airport Management prior to loading or unloading passengers at Friedman Memorial Airport. Said providers shall enter and exit the Airport by the same means as the general public and shall be responsible for the payment of all parking fees.
- C. Non-GTSP Providers** shall enter and exit the Airport by the same means as the general public and shall be responsible for the payment of all parking fees. Non-GTSP providers may not enter the Airport terminal under any circumstances without prearranged approval from the Airport Manager.

**SECTION 5. REGULATIONS APPLICABLE TO CLASS 1 GTSPs:**

- A. DISPLAY OF AUTO TRANSPORTATION LICENSE.** All Class 1 GTSP's shall display their City of Hailey issued Auto Transportation service driver's license in the vehicle in a location that is visible from all areas of the vehicle.
- B. SCHEDULE OF FARES.** Class 1 GTSPs shall display their City of Hailey approved schedule of fares in a location that is visible from all areas of the vehicle and in print size large enough to be read from all areas of the vehicle. Fares and baggage fees shall be prepared and presented in a professionally printed manner and must be easily interpreted by passengers who are unfamiliar with the areas serviced. Any surcharges shall be calculated and reflected clearly in the base rates.
- C. SOLICITATION.** All customers have the right to choose the GTSP they hire. No preference to position in the staging area shall be assumed. No GTSP shall be allowed to solicit customers. Solicitation shall be deemed to include, but is not limited to, loud verbal communications to attract prospective clients or the display or waving of signs or signaling. Customers shall have the right to approach any GTSP and inquire as to rates and fares from any provider without unsolicited negotiation by another GTSP. No physical approach to the prospective customer or customer's luggage shall be made until the customer has hired the GTSP.

D. **VEHICLES.** All vehicles must be owned by and registered to the GTSP. Any vehicle in the GTSP's fleet that operates at the Airport shall require a vehicle operating permit. Each permit shall be assigned to the vehicle's license plate and vehicle identification number and are not transferable. All permits displayed on the vehicles must be current and any expired permits must be removed within ten days of expiration/termination.

All GTSP vehicles shall be clearly identified as such by prominent marking that clearly identifies the GTSP by their permitted name and phone number on both sides and back of the vehicle at eye level. All lettering required to be affixed to the exterior of the vehicle shall be at two inches (2") in height and shall be of a color that is in clear contrast to the dominant color of the color scheme.

Vehicles shall be in good operating order and free of mechanical defects; said vehicles shall be kept clean, neat, attractive inside and out and shall be smoke free. Vehicles shall be inspected and approved for safety by an automobile mechanic approved by the Airport. Proof of such inspection shall be submitted with annual GTSP application and by June 1<sup>st</sup> of the permit year. Minimum vehicle condition requirements are as follows:

**E. Mechanical:**

1. **Tires** - Tires must not have cuts, breaks, or show excessive uneven wear. Tire wear bars must not be showing. Tire tread depth shall not be less than two/thirty-seconds (2/32) of an inch of an original tire. The vehicle must have a spare tire, fully inflated, and in the same condition as required above. Tires must all be of the same type (either radial or bias).
2. **Body Condition** - The body must be in good condition, free of holes, dents or torn metal. Both a front and rear bumper must be firmly attached. No extensive unrepaired body damage shall be allowed. Vehicle shall be completely and properly painted. No rust shall be visible. All replacement parts shall match existing and be color matched to existing paint.
3. **Lights** - Headlights shall be intact and operable on both high and low beam. Tail lights, parking lights, brake lights, top light, and signal lights shall be intact and operable. An interior light capable of illuminating the interior shall be operable.
4. **Wipers** - Both windshield wipers shall be in good condition, and operable.



5. Brakes - Both the parking brake and all four-wheel brakes must be in good condition and operable. Brake shoes or pads must have a safe amount of wear left. Brake-pedal travel shall be no more than two and one half (2 1/2) inches.
6. Steering - There shall not be more than three inches of free play when turning the steering wheel from one side to the other.
7. Exhaust System - Mufflers shall not have any holes, and shall be firmly attached to the exhaust and tail pipes. Exhaust pipes shall be firmly attached to the engine, and free of leaks. Tail pipes shall extend beyond the passenger compartment, fully to the rear of the vehicle. All emission control devices shall be attached and in proper working order.
8. Windows - The windshield shall be free of cracks or chips that interfere with the driver's vision and shall not extend more than ¼ the window width. Door windows shall be free of cracks and operable as they were intended by the manufacturer.
9. Door Handles - All door handles and latches shall be operable from both the inside and outside of the vehicle.
10. Seat Belts - The vehicle shall be equipped with sufficient seat belts to provide safety to each passenger, and be in accordance with Idaho law.
11. Suspension - The suspension system shall be maintained so that there are no broken or weak springs, or weak or defective shock absorbers.

#### **F. Appearance**

1. Engine Compartment - The engine compartment shall be kept reasonably clean and free of uncontained combustible material.
2. Exterior - The exterior shall be kept clean and well maintained. No vehicle shall have unauthorized signs, markings or stickers affixed thereto.
3. Interior - The interior shall be kept clean and free of litter. The seats, headliner, upholstery and carpet shall be kept clean and free of dirt, stains, holes and tears. Replacement materials shall match the existing color scheme.
4. Vehicles shall be free of noxious, unhealthy or unpleasant odors, fumes, stench, and smells including, but not limited to, urine, feces, smoke, fuel and vomit.



**SECTION 6. REGULATIONS APPLICABLE TO CLASS 1 and CLASS 2 GTSPs:**

**A. DRIVER/EMPLOYEE CONDUCT/CUSTOMER SERVICE.** GTSP shall maintain a high standard of service to the public and project an acceptable level of professionalism and competency. The performance of such obligations shall be determined by the Airport Manager or his designated representative(s).

While in the staging area, all GTSP drivers shall remain within five feet of their vehicles until they have been approached and hired for service. Once hired, driver may accompany and assist a passenger with their luggage from the curb/sidewalk area. Drivers are not allowed in the Airport Terminal except as allowed in **Section 6.C and 7**, without express permission from the Airport Manager.

No GTSP shall sleep in his vehicle or permit any other person to sleep therein while vehicle is staged at the Airport. No driver shall smoke or use tobacco products or any other product that has the appearance of a cigarette, pipe or equivalent while in the staging areas.

**B. DRIVER DRESS CODE/APPEARANCE.** GTSPs are required to present a professional appearance.

Drivers shall be hygienically clean and well groomed. Hair, beards and mustaches shall be kept clean and neatly trimmed. Drivers shall wear uniforms that are style consistent, company identifying (print screen or embroidery only, no patches), weather appropriate, sized properly for their function and, at a minimum, shall include:

1. Collared shirt or blouse, either short or long sleeve
2. Dark colored casual dress, denim pants or casual dress knee-length shorts
3. Dark colored closed toe shoes (socks required) or sandals
4. Hats, jackets, insulated coats, vests or other similar type outerwear
5. Nametag

Uniforms shall be "like new", clean and wrinkle free. Uniforms that are torn, dirty, faded or frayed are not acceptable. Vests or similar outerwear shall not eliminate the requirement to provide company identifying winter appropriate attire. Any GTSP deviation to the above specified dress code must have prior approval of the Airport.

GTSP shall not employ drivers who use improper language or act in a loud, boisterous or otherwise improper manner. GTSP shall re-assign any employee whose conduct is disruptive or detrimental to the best interests of the Airport upon notification by the Airport Manager or his representative.

- C. **RESERVATIONS.** Any Class 1 GTSP driver holding a with a bone fide reservation and any Class 2 GTSP may enter the passenger terminal and stand only in the area designated for GTSP reservations and shall display a sign with only the name of their company and the name of their reservation customer. GTSPs shall not wave their sign nor solicit their customer in any other manner. GTSPs shall not roam, stand or sit in any area of the Airport other the designated reservation area. GTSPs shall not interfere with any other GTSP's reservation. A GTSP with a reservation shall pick up only their named reservation while in the passenger terminal and shall not solicit any other fares. Once the reservation arrives, the GTSP may assist their reservation with luggage. Staging of vehicles shall be subject to Section 6.D, Staging.
- D. **STAGING.** While awaiting arriving passengers at the air passenger terminal, all GTSP vehicles shall park in the stalls designated by signage as reserved for this function. All vehicles shall park in these stalls "head first", rather than "backing in". All vehicles shall be parked fully in the stall so as not to impede visibility of potential customers and other GTSPs. The stalls are designed so that drivers can pull straight out of the stalls to depart the Airport.

When a space in the designated ground transportation parking area is vacated, remaining GTSP drivers shall not back out of their present space to relocate to a new space. If a driver wants to reposition, he/she shall drive forward and follow the parking lot configuration, cycle around and re-enter the ground transportation parking area. If there are GTSPs in the south staging areas as described below, the driver must comply with the first come, first served entry requirements. In the event that all available GTSP parking stalls are occupied or if there are more than two vehicles from one GTSP, excess vehicles shall proceed to the extreme south portion of the parking lot and line up on the far southeast end of the parking lot until spaces become available in the appropriate parking area. Vehicles staged on the southeast portion of the parking lot shall proceed in a first come, first served basis.

GTSPs with reservations that intend to leave their vehicle unattended while they are meeting customers in the terminal reservations area shall park their vehicle in parking stalls that have been reserved for this function. Once the customer with a reservation has been loaded, GTSP shall immediately exit the staging areas.

GTSPs using buses shall make arrangements at least 24 hours in advance with Airport Management prior to loading or unloading passengers at Friedman Memorial Airport.

Staging operations at Atlantic Aviation shall be coordinated with and at the discretion of Atlantic Aviation.

- E. UNLOADING PASSENGERS.** GTSP, except those using buses, may utilize curbside areas for the purpose of unloading passengers and/or luggage except in areas that are marked for fire, shuttle or non-loading areas. Once unloaded, the GTSP must exit this area immediately. Vehicles parked in this area shall not be left unattended. GTSPs are prohibited from accompanying passengers and/or their luggage beyond the unloading/curbside area. GTSPs shall not solicit fares while unloading.
- F. LUGGAGE TRANSPORT.** GTSP shall either receive baggage in the staging area directly from air carrier personnel, on the far southeast portion of the parking lot adjacent to the waste receptacles along the fenced/shielded area. GTSP shall not block the waste receptacles. GTSP can only conduct baggage transport operations between flights. If GTSP enters the passenger terminal between flights, GTSP shall be subject to Section 7, Use of Services/Facilities requirements.

GTSP shall only handle luggage when under the direct supervision of air carrier personnel and shall not enter the airline counter areas.

**SECTION 7. USE OF AIRPORT SERVICES/FACILITIES.** GTSP's shall not be allowed to use the facilities and services within the passenger terminal during the time that commercial flights or air carrier contracted bussing companies are unloading baggage and not until all baggage has been cleared from the baggage claim area. While in the terminal, the GTSP shall not engage in solicitation of fares. As the GTSP is not available for hire during this time, GTSP shall not park their vehicle in the staging area and shall relocate their vehicle to the fenced area south of the terminal adjacent to the waste receptacle. Upon returning to the vehicle, the driver shall be subject to 6.D Staging requirements.

**SECTION 8. VIOLATION.** The Airport Manager shall have the authority, at his sole discretion, to temporarily suspend a GTSP's operating privileges for up to ten (10) days and/or to impose a penalty of up to \$50.00 per day for each day a violation continues if he determines that a GTSP has violated this Regulation in a manner which may subject the traveling public to danger or which may have a negative effect on Airport Operations. Any suspension or penalty imposed by the Airport Manager shall be subject to the right of appeal by

the GTSP to the FMAA board at its next regularly scheduled meeting. Continuing violations of this Regulation may result in the loss of prepaid permit fees and revocation or suspension of all operating privileges at Friedman Memorial Airport.

In addition, any violation of this Regulation may result in a conviction of a misdemeanor under City of Hailey Ordinances.

This Amended Regulation shall be in full force and effect from and after its passage, approval and publication.

PASSED AND ADOPTED BY THE FRIEDMAN MEMORIAL AIRPORT AUTHORITY this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Don Keirn, Chairman



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**WORK ORDER 17-07 – Exhibit C**  
**Amendment #1**  
**Friedman Memorial Airport (SUN)**  
**Hailey, Idaho**

**Bidding and Construction Services**  
**Terminal Apron Expansion & Access Road Realignment**

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This Amendment (#1) is attached to and incorporated into Work Order 17-07 for services related to the Terminal Apron Expansion & Access Road Realignment (Bidding and Construction Services) project at Friedman Memorial Airport (SUN). This additional work includes the additional inspection, office support, and construction administration services related to the additional time that the Contractor (Idaho Materials & Construction) took to complete Phase 1 of the project. The Contractor was charged 29 days of liquidated damages for not completing Phase 1 construction activities prior to June 8th. The 29 days of liquidated damages amounted to a total cost of \$72,500.00

Liquidated damages are charged on a project to account for the additional inspection, office support, construction administration, subconsultant services, expenses for lodging and food that are required for the extended duration of the project.

This amendment adds fees to Work Order 17-07 to cover additional labor costs and expenses incurred due to the contractor's overrun.

**SCOPE OF PROFESSIONAL SERVICES**

The amendment modifies the following tasks in the Scope of Work for Work Order 17-07:

**TASK 1 - ADMINISTRATION**

During the course of the Project the following general administrative services shall be provided.

- 1.1 Preparation of this Amendment and associated spreadsheet to modify Work Order 17-07. The Amendment includes a detailed scope of the associated narrative for project tasks. Review the Scope with Owner and FAA and modify as necessary, based on comments received. The Amendment also includes a detailed cost proposal based on estimates of professional service man hours, hourly rates and lump sum costs required to accomplish the construction administration of the work.
- 1.2 No changes.
- 1.3 Additional coordination with the Owner and FAA through the additional duration.
- 1.4 Additional project management and administration to include monthly cost accounting and budget analysis, invoicing and monitoring of project progress.



## **TASK 2 – DESIGN**

No additional design work was required, so no changes are being requested.

## **TASK 3 - BIDDING**

No additional bidding work was required, so no changes are being requested.

## **TASK 4 - CONSTRUCTION**

The total number of additional days required included those from June 8, 2018 through July 6, 2018. Additional part-time inspection days were required for punch list items of work that the contractor was working on through July 16, 2018. Construction services added in this amendment included the following work tasks:

- 4.1 No changes.
- 4.2 No changes.
- 4.3 Review, comment, and process Contractors' requests for information during the extended time including the Work Schedule, phasing requirements, and general construction activities. Assist Contractor as required, clarifying specification and plan sheet items. Coordinate construction activity schedule with Owner.
- 4.4 Provide one experienced Resident Project Representative (RPR) to cover the additional days of construction.
- 4.5 No changes.
- 4.6 No changes.
- 4.7 Organize and conduct one construction meeting per week with Owner, Contractor, and others as appropriate for the additional construction duration. The total number of additional meetings required was four.
- 4.8 Provide office administration support and assistance to the Resident Project Representative with senior design, management or other personnel as field activities may require during the additional construction time.
- 4.9 Review and approve one additional monthly Contractor Pay Request.
- 4.10 Monitor and coordinate the Quality Control Program during the additional construction time.
- 4.11 No changes.
- 4.12 Assist Owner with review of additional Contractor Wage (payroll) documentation review for four (4) additional weeks.
- 4.13 Prepare, document, negotiate, and process Liquidated Damages with the Contractor.
- 4.14 Coordinate with Owner and FAA throughout the additional construction process. The Principal or Project Manager will attend two additional monthly Airport Authority Board Meetings while

construction is underway to provide project updates to the Authority. (Travel time is noted in Task 4.15 below.) Coordinate with Owner and FAA regarding the Liquidated Damages and schedule.

4.15 Travel time required for Task 4.

## **TASK 5 – CLOSEOUT/DOCUMENTATION**

No additional bidding work was required, so no changes are being requested.

## **TASK 6 – ADDITIONAL SERVICES**

Consultant shall provide the following services as "Additional Services":

- 6.1 Assist the Owner with Grant Administration tasks.
  - 6.1.1 No changes.
  - 6.1.2 No changes.
  - 6.1.3 Provide periodic project budget updates to Owner during prosecution of the additional work.
- 6.2 No changes.
- 6.3 Consultant's services will include additional coordination with the geotechnical subconsultant to ensure that appropriate testing is completed during the additional duration.
- 6.4 Coordinate with electrical and structural subconsultants for the additional duration for special inspections necessary during construction of the retaining wall and electrical improvements.
- 6.5 No changes.
- 6.6 No changes.
- 6.7 Additional coordination with public utilities regarding relocation of underground utilities in the project area. Utilities anticipated to be relocated include power, natural gas and telephone. A local utilities coordination consultant (professional engineer) will assist the Engineer with the local on-site coordination and representation at meetings.
- 6.8 Prepare and submit additional FAA forms related to the additional work.



**REVISED PROJECT SCHEDULE**

The following dates summarize the revised completion dates of significant project tasks.

ACTIVITY	COMPLETION
Substantial Completion of Phase 1 Construction Activities	July 6, 2018
Start Work on Phase 2 Construction Activities	August 20, 2018
Complete Phase 2	November 4, 2018
Complete Phase 3 (Final Markings)	Spring/Summer 2019
Project Closeout	July 2019

Dates are subject to change, based upon grant timing, the weather, and operational schedule.

**FEES**

Fees for services provided under this Amendment will be determined under a Time and Materials Method. Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal, dated October 10, 2018, is attached as Exhibit D. Additional fees and revised total fees for this project are summarized below:

	<u>Original Fee</u>	<u>Added Fee</u>	<u>Revised Total Fee</u>
• Personnel Costs	\$309,500.00	\$54,400.00	\$363,900.00
• Subconsultant Fees	\$ 45,890.00	\$13,320.00	\$59,210.00
• Reimbursable Expenses	\$ 27,053.20	\$ 4,780.00	\$31,833.20
TOTAL	\$382,443.20	\$72,500.00	\$454,943.20

IN WITNESS WHEREOF, Client and Consultant have made and executed this AMENDMENT #1 to WORK ORDER 17-07 to the AGREEMENT the day and year first above written.

FOR: FRIEDMAN MEMORIAL AIRPORT AUTHORITY

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

FOR: T-O ENGINEERS, INC.

By: David A. Mitchell, P.E.  
 Title: Vice President  
 Date: 10.23.2018

Hours & Fees Summary

October 23, 2018

1. Additional Personnel Costs

Classification	Title	Hours	Rate/Hour	Cost
Prin	Principal	18.5	\$200.00	\$3,700.00
PM	Project Manager	170	\$155.00	\$26,350.00
SP	Senior Planner	0	\$160.00	\$0.00
CM	Construction Manager/Specifier	8	\$135.00	\$1,080.00
SV	Surveyor	0	\$120.00	\$0.00
DE	Design Engineer	4	\$95.00	\$380.00
EIT	Engineer-In-Training	250	\$90.00	\$22,500.00
EI	Engineer Intern	0	\$50.00	\$0.00
Insp	Inspector	0	\$105.00	\$0.00
Insp (OT)	Inspector (Overtime)	0	\$137.00	\$0.00
Adm.	Administrative Assistant	6	\$65.00	\$390.00
<b>Totals:</b>		<b>456.5</b>		<b>\$54,400.00</b>

2. Additional Subconsultant Fees

Geotechnical (QC/QA Testing) (max of 5 additional days on site assumed)	\$6,000.00
Structural (site visits)	\$1,000.00
Electrical (site visits)	\$580.00
Landscape Architecture	\$0.00
Utility Coordination	\$4,750.00
Subconsultant Assumption of Risk & Liability	\$990.00
<b>Subtotal, Subconsultant Fees:</b>	<b>\$13,320.00</b>

3. Additional Reimbursable Expenses

Description	Number	Unit Cost	Cost
Vehicle Travel (Per Mile)	2,000	\$0.535	\$1,070.00
Rental Vehicles - (Per Day, incl. fuel)	0	\$0.00	\$0.00
Lodging (Per Night)	20	\$120.00	\$2,400.00
Meals (Day Trips - Lump Sum)	5	\$30.00	\$150.00
Per Diem (On Site Personnel - Per Day)	20	\$54.00	\$1,080.00
Document Reproduction (Lump Sum)	1	\$30.00	\$30.00
Telephone, Fax, Postage, Misc. (Lump Sum)	1	\$50.00	\$50.00
<b>Subtotal, Reimbursable Expenses</b>			<b>\$4,780.00</b>

TOTAL FEE, AMENDMENT #1:

\$72,500.00







Friedman Memorial Airport  
Work Order #17-07

Amendment #1  
Terminal Apron Expansion & Access Road Realignment

Labor Worksheet

October 23, 2018

Task	Description	Personnel Hours											Total Hours	Fee
		Prin	PM	SP	CM	SV	DE	EIT	EI	Insp	Insp	Adm.		
		DM	JH	NC	CS	SF	MJ	SR	BF	DB	(OT)	SV		
		\$200	\$155	\$160	\$135	\$120	\$95	\$90	\$50	\$105	\$137	\$65		
<b>Task 4 - Construction</b>														
4.1	Pre-Construction Coord & Meeting												0	\$0
4.2	Construction Management Plan												0	\$0
4.3	Contractor Requests For Information	2	20										22	\$3,500
4.4	On-Site Observation		32					200					232	\$22,960
4.5	Structural Inspections												0	\$0
4.6	Electrical Inspections												0	\$0
4.7	On-Site Meetings		16										16	\$2,480
4.8	Office Administration/Support	2	24		8							2	36	\$5,330
4.9	Pay Requests & Modification		8				4						12	\$1,620
4.10	Quality Control/Assurance		4										4	\$620
4.11	Substantial/Final Completion Inspections												0	\$0
4.12	Contractor Wage (Payrolls)		8										8	\$1,240
4.13	LD Documentation		6										6	\$930
4.14	FAA/Owner Coordination	4	4										8	\$1,420
4.15	Travel Time	2.5	10					30					42.5	\$4,750
<b>Subtotal, Task 4</b>		<b>10.5</b>	<b>132</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>4</b>	<b>230</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>386.5</b>	<b>\$44,850</b>
<b>Task 5 - Closeout/Documentation</b>														
5.1	As-Constructed Drawings												0	\$0
5.2	As-Constructed ALP												0	\$0
5.3	Final Construction Report												0	\$0
5.4	AGIS Ground Survey												0	\$0
5.5	Final Payment Coordination												0	\$0
5.6	Closeout Documentation Support												0	\$0
<b>Subtotal, Task 5</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task 6 - Additional Services</b>														
6.1	Grant Administration												0	\$0
6.1.1	Grant Coordination												0	\$0
6.1.2	Certifications												0	\$0
6.1.3	Periodic Budget Updates (& FY split)	2	4					4					10	\$1,380
6.2	DBE Documentation												0	\$0
6.3	Geotechnical Coordination		2					4				0.5	6.5	\$703
6.4	Elect & Structural Sub Coordination		2					4				0.5	6.5	\$703
6.5	A-133 Audit Assistance												0	\$0
6.6	SWPPP Coordination												0	\$0
6.7	Public Utility Coordination	2	8					4				1	15	\$2,065
6.8	FAA Forms		4					4					8	\$980
<b>Subtotal, Task 6</b>		<b>4</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>46</b>	<b>\$5,830</b>
<b>TOTAL, ALL TASKS</b>		<b>18.5</b>	<b>170</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>4</b>	<b>250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>456.5</b>	<b>\$54,400</b>

The image shows a large, faint grid of graph paper. The grid is composed of small squares, with a prominent vertical line running down the center and a horizontal line running across the middle. This layout is typical of a coordinate plane or a specialized graphing grid. The grid is mostly empty, with some very faint, illegible markings scattered throughout. The overall appearance is that of a blank sheet of graph paper with a central vertical line and a horizontal line, possibly used for plotting or drawing.