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, May 1, 2012 at 5:30 p.m. at the **old Blaine County Courthouse Meeting Room**, Hailey, Idaho. The proposed agenda for the meeting is as follows:

AGENDA May 1, 2012

I. APPROVE AGENDA

II. PUBLIC COMMENT (10 Minutes Allotted)

III. UNFINISHED BUSINESS

A. Airport Solutions

- 1. Chairman Report a. Election Timing of FMAA Officers
- 2. Blaine County Report
- 3. City of Hailey Report
- 3. City of Halley Report
- 4. Airport Manager Report
 - a. FAA NW Mountain Region Airports Conference
 - b. SMS/SRM Update

5. Existing Site

- a. Airport Layout Plan Planning Process Scope of Work
- 6. Replacement Airport
- 7. Retain/Improve/Develop Air Service
 - a. FSVA Report
 - b. Air Service Scope of Work Attachment #1

IV. NEW BUSINESS

- A. Credentialing Management System Attachments #2 #4
- B. FY '13 Budget Process
- C. Website Update
- D. Mead & Hunt Program Management Team Update Attachment #5

V. APPROVE FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETING MINUTES OF:

A. April 3, 2012 Regular Meeting - Attachment #6

ACTION

ACTION

ACTION

DISCUSS/DIRECT

DISCUSS/DIRECT

DISCUSS/DIRECT

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DISCUSSION

DISCUSSION

DISCUSSION

VI. AIRPORT STAFF BRIEF

- A. Noise Complaints
- B. Parking Lot Update
- C. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data – Attachments #7 - #10
- D. Review Correspondence Attachment #11
- E. Fly Sun Valley Alliance Update Attachments #12, #13
- F. Airport Weather Interruptions
- G. License and Use Agreement Off-Airport Rental Car Operator
- H. Employee of the Calendar Year 2011
- I. PFC Application 12-08-C-00-SUN Status
- J. City of Hailey LEO Retirement

VII. PUBLIC COMMENT

VIII. ADJOURNMENT

FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETINGS ARE OPEN TO ALL INTERESTED PARTIES. SHOULD YOU DESIRE TO ATTEND A BOARD MEETING AND NEED A REASONABLE ACCOMMODATION TO DO SO, PLEASE CONTACT THE AIRPORT MANAGER'S OFFICE AT LEAST ONE WEEK IN ADVANCE BY CALLING 788-4956 OR WRITING TO P.O. BOX 929, HAILEY, IDAHO 83333.

III. UNFINISHED BUSINESS

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A. Airport Solutions

1. Chairman Report

a. Election Timing of FMAA Officers

BOARD ACTION: 1. Discuss/Direct

2. Blaine County Report

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

BOARD ACTION: 1. Discussion

3. City of Hailey Report

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

BOARD ACTION: 1. Discussion

4. Airport Manager Report

a. FAA NW Mountain Region Airports Conference

The Airport Manager, Contracts/Finance Administrator and Operations Chief attended the FAA Northwest Mountain Region Annual Conference April 16-18. As always, the conference was comprised of presentations on a broad range of airport topics, to include Airfield Markings, NOTAMS, Vehicle/Pedestrian Deviations, FAR 139 Inspection Trends, SMS & Wildlife Hazard Assessments, Sustainable Planning, New DBE Rules, Airport Compliance Issues, TSA and ADO Procedures & Geographics, to name a few. Additional and significant benefits of this conference are the opportunity for networking with our peers in the airport industry in the Northwest, as well as consultants and product representatives.

BOARD ACTION: 1. Discussion

b. SMS/SRM Update

As you know, the Safety Risk Management Panel will meet April 24 and 25 to evaluate the Change Proposal submitted by the Authority. In short, the impacts of including Scheduled Commercial Approach Category C aircraft, in the existing Letter of Agreement between the Airport and the Air Traffic Control Tower will be evaluated. The panel's task is to determine if such a change will add risk to the National Airspace System. If risk is caused by the change, the panel will also discuss mitigation that might be

appropriate. The Airport Manager, a panel member, will brief the Board on the process.

BOARD ACTION: 1. Discuss/Direct

5. Existing Site

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a. Airport Layout Pan – Planning Process Scope of Work

As briefed at the April meeting, the FAA indicated to the Airport Manager that it would be acceptable to move forward with preparing a Scope of Services for an Airport Layout Plan update at the existing airport site. Airport Manager and Dave Mitchell from T-O Engineers have discussed this scope in general terms and believe that this planning study should evaluate the existing airport with the overall goal of retaining, improving and developing air service. Related to retaining air service, the planning study will consider necessary improvements to improve the existing airport's compliance with FAA standards. We see this evaluation in multiple tiers: What can be done within the existing airport property line? What can be done with a modest expansion outside of the existing footprint? And possibly other options that the Board would like to explore. Improving and developing air service could be addressed in this planning study primarily by evaluating potential improvements to reliability.

Staff and Dave Mitchell will present these concepts and request input from the Board in order to develop a detailed scope for discussion at the June FMAA meeting.

BOARD ACTION: 1. Discuss/Direct

6. Replacement Airport

As you know, the Airport Manager has reported previously that the FAA will wait until the Safety Management System process has been completed to begin discussions related to the suspended EIS and the community's ultimate solution to meet FAA design standards and future aviation needs, a Replacement Airport. This item is on the agenda as a place holder in case information related to a discussion with the FAA requires updating.

BOARD ACTION: 1. Discuss/Direct

7. Retain/Improve/Develop Air Service

a. FSVA Report

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

BOARD ACTION: 1. Discuss/Direct

b. Air Service Scope of Work – Attachment #1

The Board will recall that Ms. Trina Froelich, Mead & Hunt presented the Draft Passenger Demand Analysis for Friedman Memorial Airport. In the April Board meeting, the Board agreed that it would be appropriate to begin development of a scope of work for additional Passenger Demand Analysis to be conducted in FY 2013. This PDA would focus on a leakage study for the purpose of collecting market-driven information the community needs in order to retain, improve and develop air service. This item is on the agenda to address two areas of focus: What can be done to reduce leakage from our community to other airports? What can be done to retain existing and develop new air service to our community?

As a starting point for the discussion, Attachment #1 is a Proposal for Air Service Consulting Services from Mead & Hunt. In the proposal, M&H focuses on Seasonal True Market Estimates, Airfare Monitoring and Additional Value options for SUN, vs. BOI. Staff will not ask the Board for approval but will ask for comment and or suggestions. Staff has asked Mead & Hunt for benchmarks that might be appropriate to include so that the Board might determine if future investment of time, material and money related to this type of study is beneficial.

BOARD ACTION: 1. Discuss/Direct

IV. NEW BUSINESS

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A. Credentialing Management System – Attachments #2 - #4

You may recall the Board had previously approved Staff to pursue a Credentialing Management System (CMS) subscription. The CMS will substantially reduce workload around airport badging procedures and federal compliance requirements. A total of five companies submitted RFP's in response to notices placed with AAAE, Airport Report Today, Business Opportunities and the Idaho Mountain Express (Attachment #2). The bid opening took place on February 27, 2012 at 2:00 p.m. Present were Rick Baird, Airport Manager, Steve Guthrie, Airport Security Coordinator and Roberta Christensen, Alternate Airport Security Coordinator. Based on a comprehensive review by FMA Staff, FMA Legal Counsel and Lori Beckman, Aviation Security Consulting, Inc. (Consultant), the review team rejected all capital acquisition bids and elected to base the bid evaluation on a monthly subscription model. As you can see, the bid-tab sheet (Attachment #3) indicates that Quantum Secure, Inc. is the apparent qualified, low-bid respondent. As previously reported, services from Quantum Secure, Inc. would be established on a monthly subscription model, requiring very little up-front capital funding and the low, qualified proposal fits within the Airport's established budget. Staff would like direction to proceed, to include Board Chairman Execution of the Quantum Secure, Inc.: End-User Subscription License Agreement (Attachment #4). Please note FMAA Legal Counsel has reviewed and approved the Quantum Secure, Inc.: End-User Subscription License Agreement.

BOARD ACTION: 1. Action

B. FY '13 Budget Process

Staff is in the process of assembling the Fiscal Year 2013 Budget with the assistance of the Finance Committee. The Board can anticipate a draft budget included on the June meeting agenda.

Some of the budget preparation assumptions are:

- The Airport will remain at the exiting site for the near and mid-term
- Revenues will most likely remain close to the same; expenses will increase
- Utility costs will increase
- No further decrease of air carrier enplanements and seats
- The Airport will not experience another light winter
- The SMS will not impact the Airport in a negative way
- LEO program to remain as is
- EIS to be restarted
- Receipt of spending entitlement funds
- The credentialing management system will be in place
- Staff size will not increase
- The Airport will enter into an Off-Airport Use Agreement with Enterprise

BOARD ACTION: 1. Discuss/Direct

C. Website Update

As suggested in the March Board meeting by the Airport's Interim Communications Director, the process to merge the FMA website with the Replacement Airport website has been initiated. A proposal has been requested and received from Marketing By Design. Staff anticipates the review of the proposal to be completed and that a recommendation will be presented to the Board at the May meeting.

BOARD ACTION: 1. Discuss/Direct

D. Mead & Hunt Program Management Team Update - Attachment #5

During the April 3rd FMAA meeting, Staff was directed to place this item on the agenda for Board consideration. Attachment #5 is the *First Amendment To Master Services Agreement Between Mead & Hunt, Inc. And Friedman Memorial Airport Authority* to amend Mead & Hunt Key Personnel.

BOARD ACTION: 1. Action

V. APPROVE FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETING MINUTES OF:

A. April 3, 2012 Regular Meeting – Attachment #6

BOARD ACTION: 1. Action

VI. AIRPORT STAFF BRIEF

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A. Noise Complaints:

LOCATION	DATE	TIME	AIRCRAFT TYPE	INCIDENT DESCRIPTION	ACTION TAKEN
Chantrelle	3/31	1:15 am	Turbo Prop	Late Operation	This was a Life Flight. Caller notified.
Lwr Brdfrd	4/1	3:45 am	Unknown	Late Operation	Unable to ID. Caller notified
Chantrelle	4/1	11:55 pm	Turbo Prop	Late Operation	Aircraft ID'd. Operator contacted and notified. This operator historically supports the Vol. Noise Program. Circumstances regarding the health of their client in this event prevented them from operating within the requested hours. Caller was briefed.
Lwr Brdfrd	4/17`	N/A	N/A	Concerns about Voluntary Noise Program	Ops Chief had a productive conversation with the caller.
Deerfield	4/21	6:33 pm	Sgl Eng.	Airplane flying repeatedly over caller's home.	Investigation revealed that this was a student pilot and instructor doing pattern work. Winds at the time dictated departures to the north. The aircraft utilized recommended north departure routes and maintained correct altitude. Ops Chief explained to caller, who was satisfied.

B. Parking Lot Update

The Car Park Gross/Net Revenues

	FY 2010	FY 2010	FY 2011	FY 2011	FY 2012	FY 2012
	Gross	Net	Gross	Net	Gross	Net
March	\$18,640.00	\$9,308.00	\$18,546.42	\$8,987.14	\$16,330.00	\$6,889.26

C. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data - Attachments #7 - #10

Attachment #7 is Friedman Memorial Airport Profit & Loss through February 2012. Attachment #8 is air traffic control tower traffic operations data for March 2012. Attachment #9 is 2001 - 2012 air traffic control operations data comparison by month. Attachment #10 is 2008 - 2012 enplanement data including non-revenue passengers. The following revenue and expense analysis is provided for Board information and review:

February 2	2011/2012	
Total Non-Federal Revenue	February, 2012	\$140,129.93
Total Non-Federal Revenue	February, 2011	\$137,225.40
Total Non-Federal Revenue	FY '12 thru February	\$803,766.04
Total Non-Federal Revenue	FY '11 thru February	\$777,634.55
Total Non-Federal Expenses	February, 2012	\$142,538.74
Total Non-Federal Expenses	February, 2011	\$133,237.96
Total Non-Federal Expenses	FY '12 thru February	\$884,674.76
Total Non-Federal Expenses	FY '11 thru February	\$867,088.30
*Net Income to include Federal Programs	FY '12 thru February	\$-208,472.79
*Net Income to include Federal Programs *Difference in net income is related to federal transact	FY '11 thru February	\$-277,355.15
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D. Review Correspondence - Attachment #11

Attachment #11 is information included for Board review.

E. Fly Sun Valley Alliance Update – Attachments #12, #13

Attachment #12 is the March 12, 2012 Fly Sun Valley Alliance Meeting Minutes. Attachment #13 is the April 9, 2012 Fly Sun Valley Alliance Meeting Agenda.

F. Airport Weather Interruptions for April, 2012

Airline	Flight Cancellations	Flight Diversions
Horizon Air **	N/A	N/A
SkyWest	0	0

Wx: Weather Mech: Mechanical

Horizon Air suspended SUN service March 25. Service will resume June 3 to Seattle and June 22 to Los Angeles.

G. License and Use Agreement Off-Airport Rental Car Operator

Mr. Scott Reese, Enterprise Rent-A-Car, has contacted Staff and has expressed Enterprise's interest in entering into an Off-Airport Rental Car License and Use Agreement with the Airport. Staff is working with Mr. Reese to complete necessary requirements and expects that Enterprise will be operating at the Airport prior to the June Board meeting.

H. Employee of the Calendar Year 2011

Mr. Jim Hicks, Atlantic Aviation, was selected as the Friedman Memorial Airport Employee of the Year for 2011. He was selected from a field of four extremely qualified nominees. Customer service, knowledge of the airport, responsibility, flexibility and professionalism are among the qualities in the selection process. It is truly a pleasure to have such a dedicated individual at the Airport who anticipates the needs of our customers and employees as well as an exemplary safety record, which has resulted in Jim's nomination and eventual selection as Employee of the Year.

In recognition of his effort and as acknowledgement of this honor, we would like to present Jim Hicks the following gifts:

\$25 Amex Credit card	Hertz Rent A Car	\$50 Gift Certificate	Atlantic Aviation
\$20 GC to KB'S	Serco ATC	Model of Q400	Horizon Air
\$40 GC to Albertson's	The Car Park	Food Certificate	Runway Cafe
\$75 in Certificates for rentals in US	Avis Rent A Car	\$100 in Chamber Bucks	Friedman Memorial Airport
\$20 Gift Certificate	SkyWest Airlines		

Again, on behalf of the FMAA and tenants, Congratulations and thank you, Jim!

I. PFC Application 12-08-C-00-SUN Status

On April 11th Staff, Mr. Geoffrey Wheeler and Mr. Kevin McPeek, Ricondo & Associates held an Air Carrier Consultation Meeting at Friedman Memorial Airport. Horizon Air and SkyWest Airlines did not attend. A draft Notice of Intent document will be submitted to the FAA for review and comment prior to formal submittal.

J. City of Hailey LEO Retirement

Hailey Police Officer Paul Brown has retired from law enforcement and his service as one of the Airport LEOs. Paul completes a long and distinguished career in service to the public here, as well as throughout Idaho. The Airport has been fortunate to have always enjoyed exemplary law enforcement support, coupled with extraordinary customer service from the Hailey Police Dept. Officer Paul Brown has been a shining illustration of that service. Staff and Tenants wish Paul all the best in his retirement, with a little bit of purely selfish regret!!!

VII. PUBLIC COMMENT

VIII. ADJOURNMENT

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April 24, 2012

Rick Baird Airport Manager Friedman Memorial Airport PO Box 929 Hailey, ID 83333

Subject: Proposal for Air Service Consulting Services

Dear Rick,

Based on our discussions, it is my understanding that you are interested in taking steps to increase enplanements by improving passenger usage at Friedman Memorial Airport (SUN) and reducing passenger diversion to Boise Airport (BOI). Mead & Hunt is pleased to submit this proposal for your review, which includes a scope of services and compensation.

Scope of Services

After acceptance of this proposal, Mead & Hunt shall complete the following tasks:

1. Seasonal True Market Estimates

The February analysis of SUN's true market identified a significant number of passengers using BOI for travel to/from the Sun Valley area. This analysis included detailed community data measuring the difference in SUN usage by passengers from Hailey, Ketchum and other area communities. This information can be used to target areas for improvement and to measure the success of these efforts.

There is no perfect source of data for passenger diversion information, and consultants differ on the best way to estimate the size of an air service market. Mead & Hunt addresses this issue by basing passenger diversion estimates on market and destination data developed from airline booking/ticketing information from the Airline Reporting Corporation (ARC) mathematically combined with US Department of Transportation (DOT) reported airline information, creating the best possible estimate for your area. Mead & Hunt uses this method for determining passenger diversion because:

- a) It is our judgment that original airline booking/ticketing information, ARC, combined with US DOT airline data is the best method for determining passenger diversion.
- b) The survey sample is significantly larger than other methods used for collecting passenger diversion information.

Rick Baird April 24, 2012 Page 2

c) ARC data is accepted and used by most airlines.

Mead & Hunt will complete an analysis of the airport's primary catchment area using ARC data and reported origin and destination data following the <u>winter</u> and <u>summer</u> seasons as the data becomes available. By reviewing the true market seasonally, airport usage patterns can be determined and particular areas within the catchment area can be targeted for additional market, etc. by season.

Keep in mind that US DOT data typically lags from three to six months behind. The output of this effort will be a letter and spreadsheet with the top domestic and international true markets with a comparison to prior reporting periods.

2. Airfare Monitoring

The primary purpose of monitoring airfares at SUN is to identify non-competitive airfares with competing airports to prevent local passenger diversion. Local passengers that are using BOI for their air service needs often do so because of differences in airfares. To reduce passenger diversion, periodic tracking of airfares and follow-up communication with air carriers may minimize pricing disparities.

To monitor airfares at SUN, Mead & Hunt recommends comparing local walk-up, business, and leisure airfares with airfares at BOI, regardless of the air carrier providing the airfare. This report identifies airfares that may be causing diversion from the SUN catchment area. Mead & Hunt will also compare Alaska Airlines and Delta Air Lines walk-up, business, and leisure airfares with airfares that Alaska and Delta offers at the competing airport. This comparison provides the airfare information needed for follow-up communication with individual airlines.

The airfare comparisons will be based on a snapshot of <u>published airfares</u> obtained through one of the Global Distribution/Computer Reservations Systems (GDS/CRS). Fare comparisons will include SUN's top 25 catchment area destinations. Because of pricing dynamics, many airfares (i.e. time sensitive sale airfares) are obsolete within days and perhaps hours; however, overall "structural airfare" relationships tend to be constant, and this is the focus for possible changes. For this reason, time-sensitive (sale) airfares will be ignored.

Mead & Hunt proposes to use the following definitions for monitored airfares:

Walk-up	No advance purchase, no restrictions, and fully refundable.
Business	No Saturday night stay required, no more than a one-day minimum stay requirement,
	may be non-refundable, and may require a seven-day advance purchase.
Leisure	The lowest published airfare excluding time sensitive sale airfares.

Business fares and leisure fares may require a roundtrip purchase; however, for the purpose of these reports, all fares will be shown as one-way.

Rick Baird April 24, 2012 Page 3

Mead & Hunt will provide the airfare comparisons electronically in Excel format. The date of the first monthly report will be determined upon contract signing. Subsequent monthly reports will be completed within 30 days of the end of the previous month.

3. Additional services

Additional services may be requested by SUN that are not described above. Additional services typically include but are not limited to: the preparation of ad hoc reports; ongoing performance monitoring; identification of potential new carriers and destinations for further evaluation; communication with airlines; coordination with SUN community to solidify support for air service initiatives such as an Airline Travel Bank or Small Community Air Service Development Program; review of marketing initiatives to aggressively promote new or improved service; and other elements as identified on an as needed basis.

For this effort we believe that Mead & Hunt can assist SUN in a number of areas that will need to be evaluated to determine the value to this effort and the work required for completion. Initially we suggest consideration of the following:

- a) Compare results of the true market estimates with recent resort survey data. Depending on the outcome of this exercise Mead & Hunt may recommend the collection of additional travel information via a new survey targeting hospitality properties in the area.
- b) Monitor available leisure airfares from key markets including nonstop markets like Los Angeles and Seattle plus a limited number of other key markets to SUN, BOI and competitive resorts. This would track available fares over time for specific travel periods such as holidays (Christmas, President's Holiday), other peaks like spring break, July 4th, and off-peak periods like mid-January and slack periods between seasons.
- c) Assist SUN in identifying value options for SUN versus BOI including current services (e.g. free Wi-Fi, parking rates, rental car rates, other) and evaluate potential changes that could have a meaningful impact in reducing passenger diversion.

Compensation

Mead & Hunt will be compensated for the work described under Scope of Services as set forth below:

1. True Market Estimate

Mead & Hunt will be compensated on a lump sum basis and will invoice based on the percent of project completed.

2. Airfare Monitoring

Mead & Hunt will be compensated on a lump sum basis.

Airfare monitoring (per month/per report)\$995

Rick Baird April 24, 2012 Page 4

3. Additional Services

Additional services provided by Mead & Hunt not described above or in other supporting documentation will be accommodated with a separate task order or billed in accordance with the Standard Billing Rate Schedule, attached hereto and incorporated herein by reference.

The following are Mead & Hunt's Standard Billing Rates for services billed on a time-and-materials basis. Standard billing rates are subject to annual adjustments in January of each year. Mead & Hunt reserves the right to change billing rates based on increases in unforeseen operational costs.

Standard Billing Rates	
Clerical	\$73.00 / hour
Accounting/Administrative Assistant	\$88.00 / hour
Technical Editor	\$100.00 / hour
Senior Editor	\$148.00 / hour
Consultant	\$120.00 / hour
Senior Consultant	\$185.00 / hour
Expenses	
Company or Personal Car Mileage	\$0.90 / mile
Air and Surface Transportation	Cost plus 10%
Lodging and Subsistence	Cost plus 10%
Out-of-Pocket Direct Job Expenses	Cost plus 10%

We appreciate the opportunity to submit this proposal to SUN.

Respectfully submitted, MEAD & HUNT, Inc.

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Ron McNeill Senior Consultant

ATTACHMENT #2

FREIDMAN MEMORIAL AIRPORT AUTHORITY

REQUEST FOR PROPOSAL

AIRPORT SECURITY-CRENDENTIALING MANAGEMENT SYSTEM (CMS)

Description: The Freidman Memorial Airport Authority is soliciting proposals from interested and qualified parties to provide a Credentialing Management System. This system will replace an existing badging system and must be able to interface with the existing Physical Access Control System and meet all standards criteria defined in the RFP. The comprehensive and automated credentialing and enrollment system will be used for issuing approximately 600 Airport ID Badges on an annual basis with scalability to increase enrollments. The proposed credentialing system must be compliant with the current Transportation Security Administration Regulations and Security Directives and must integrate with and support various shared user environments. The specified product shall provide web-based, self-service access rights to allow approved tenants/employees to "pre-enroll" their employees and related-area access - prior to on-site arrival.

Documents Available: Request for Proposal (RFP) documents are available from the Airport Manager's Office. Interested parties should submit ten paper and one electronic copy of their firm's proposal to:

Steve Guthrie Airport Security Coordinator Friedman Memorial Airport PO Box 929 Hailey, ID 83333 208-788-4956 x104 steve@flyfma.com www.flyfma.com

Information Due: Proposals in response to the RFP will be accepted until Monday, February 27th, 2012, 2:00 PM. Local time. Proposals received after this deadline will not be accepted.

Friedman Memorial Airport Credentialing Management System (CMS) Bid Opening February 27, 2012 - 2:00 p.m.

Monthly Subscription and Capital Acquisition Bid:

CompanyiName	Monthly Subscription	Capital Acquisition Bid Amount	Gomments
Alert Enterprise, Inc. 1- yr. option-monthly subscription	License Fees - \$25,000.00/month – Annual \$600,00.00 Professional Services - \$300,000.00 Total Annual – Subscription - \$600,000 (1 yr. contract) + travel	License Fees - \$350,000.00 Annual Maintenance Support - \$87,500.00 Professional Services - \$300,000.00 Total - \$737,500.00	 Travel additional, not to exceed \$51,000. Optional third party equipment not priced as required.
Quantum Secure 1- yr. option - monthly subscription	Monthly subscription (1 yr.) = Annual total \$36,000.00 Third Party Hardware -\$2855.00 Total Annual Subscription - \$38,855.00 + Travel	License Fee - \$152,825.00 Annual Software Maintenance - \$30,000.00 Labor/Travel - 110,000.00 Total - \$293,390.00 Optional third party equipment- \$13,870.00	 Travel billed at cost. Labor included in monthly subscription price. User defined and selected reporting.
Productive Solutions 1/5 yr. options - monthly subscription	Monthly subscription (1 yr.) - \$10,416.67 = Annual total \$125,000.00 Up front Professional Services - \$85,000.00 Total \$210,000.00 Monthly subscription (5 yr.) - \$4416.67 = Annual total =\$53,000 x 5 = \$265,000 Up front Professional Services - \$85,000.00 Total \$350,000.00 (5 yr. contract) Optional third party equipment- \$47,500.00	Application and Modules - \$143,400.00 Annual Maintenance Support- \$25,100.00 Connectors - \$54,500.00 Connector Annual Maintenance - \$11,640.00 Hardware - \$5,000.00 Annual Maintenance - \$36,740.00 Annual Maintenance - \$36,740.00 Total - \$276,380.00 Optional third party equipment- \$47,500.00	 Travel not mentioned. Missing signature pad. Crystal reports.

ATTACHMENT #3

Intellisoft 4- yr. option - monthly subscription	Monthly Subscription (Lease-to-own) - \$8,000.00 = Annual total \$96,000.00 (Estimate) Finance Charges (Estimate) - \$64,000.00 Total - \$188,214.00	License Fee - \$220,000.00 Professional Services - \$73,250.00 Third Party Hardware - \$16,991.00 Annual Maintenance - \$124,839.00 Total - \$435,080.00	1) Travel included. 2) Crystal reports.
	Monthly subscription (Lease-to-own) (4 yr.) - \$8000= Annual total = \$96,000 Up front Professional Services - \$64,000.00 Total \$448,000.00 (4 yr. contract)	Optional third party equipment- \$28,214.00	
	Optional third party equipment- \$28,214.00		
NATA Compliance Services	Did not respond to RFP SOW-just indicated what limited web service product they could provide.	Did not respond to RFP SOW-just indicated what limited web service product they could provide.	 Not responsive. Also note TSA (previous FAA) policy prohibits employees paying FBI fp fees.

Note: Based on pricing received the Capital Acquisition option was eliminated.

Printed Name Lori Beckman

Signature

Della

Date 3/19/2012



Quantum Secure, Inc.: End-User Subscription License Agreement

This END-USER SUBSCRIPTION LICENSE AGREEMENT ("Agreement") is entered into by and between Quantum Secure, Inc., a California Corporation with offices located at 100 Century Center Court, Suite 800, San Jose, CA 95112 (as referred to herein as "Licensor" or "Quantum Secure") and Friedman Memorial Airport Authority, a political subdivision of the State of Idaho (as referred to herein as "You" or "Subscription Licensee"). This Agreement is effective upon the date of full execution of the Agreement (the "Effective Date").

THIS AGREEMENT CONSTITUTES THE COMPLETE AGREEMENT BETWEEN YOU AND QUANTUM SECURE.

1. OWNERSHIP AND ADMINISTRATION OF SOFTWARE

1.1 Ownership and Title. As between the parties, Quantum Secure, and its licensors, own and shall retain all right, title, and interest in and to: (i) the Software including all intellectual property rights embodied therein; (ii) all of the service marks, trademarks, trade names, or any other designations associated with the Software; and (iii) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to the Software. (iv) all "Derivative Work" described as work that is based upon or derived (whether directly or indirectly, or in whole or in substantial part) from product implementation or a copyrighted work, such as a revision, modification, enhancement, translation, portation, abridgment, correction, condensation, addition or expansion of or to the copyrighted work, or any form in which the copyrighted work may be recast, transformed or adapted, which represents an original work of authorship and, if prepared other than in accordance with an express Subscription License grant in this Agreement and other express terms of this Agreement, would constitute copyright infringement without limitation, all deliverables, computer programs (source, object and custom code), programming aids and tools, documentation, reports, data provided by Quantum, designs, concepts, know-how, and other information provided by Quantum, whether copyrightable / patentable or not.

1.2 Administration of Software. Quantum Secure may include on the media with the Software additional computer programs which are not currently Licensed for use by Subscription Licensee. Inclusion of such additional computer programs in no way implies a license from Quantum Secure and access or use of such programs is strictly prohibited unless Licensee procures the right to use any such program and the applicable Enabler Code is provided thereto.

2. SUBSCRIPTION LICENSE GRANT

2.1 Grant. Quantum Secure grants to Licensee a nonexclusive, nontransferable, non sub-licensable, perpetual, unless terminated in accordance with the provisions of this Agreement, Subscription License (the "License") to (i) use the Software installed in accordance with the Documentation and only on the licensed computer solely for its own internal operations; and (ii) move the Software temporarily in case of computer system malfunction. The License granted under this Agreement does not constitute a sale of the Software or any portion or copy of it. Licensee may not use the Software on more than one computer system unless otherwise specifically authorized by an explicit Software product, or additional licenses for additional computers are purchased. Rights not expressly granted are reserved by Quantum Secure.

2.2 **Copies.** Licensee may make copies of the Software provided that any such copy is: (i) created as an essential step in utilization of the Software according to this Agreement and is used in no other manner; or (ii) used for archival purposes to back up the licensed computers. All trademark and copyright notices must be reproduced and included on such copies. Licensee may not make any other copies of the Software.

2.3 **Restrictions on use**. Licensee shall not, and shall not aid, abet, or permit any third party to: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Software by any means whatsoever; (ii) remove any identification, copyright, or other notices from the Software; (iii) provide, lease, lend, use for timesharing or service bureau purposes; (iv) create a derivative

work of any part of the Software; or (v) develop methods to enable unauthorized parties to use the Software. If EC law is applicable, the restrictions in Section 3.3 (i) are limited so that they prohibit such activity only to the maximum extent such activity may be prohibited without violating the EC Directive on the legal protection of computer programs. Notwithstanding the foregoing, prior to decompiling, disassembling, or otherwise reverse engineering any of the Software, Licensee shall request Quantum Secure in writing, to provide Licensee with such information or assistance and Licensee shall refrain from decompiling, disassembling, or otherwise reverse engineering any of the Software unless Quantum Secure cannot or has not complied with such request in a commercially reasonable amount of time.

Licensee will not sell, assign or sub-license this license or sell or otherwise transfer the Software or Documentation (or any portion thereof) to any other party except to an affiliate of the Licensee and except with the written consent of Quantum Secure. Licensee will maintain the Software and Documentation ("Confidential Information") in confidence and not disclose any data or other information contained in the Software or Documentation to any party, except for Licensee's employees and agents who require access to the Software for the purposes of Licensee's internal business and only for use in accordance with the terms of this License Agreement. Customer will not use the Software for the provision of time-sharing services to others.

2.4 **OEM License.** Quantum Secure may OEM or Resell certain software products from third party manufacturers and all such products are subject to strictly this license agreement.

2.5 Non Disclosure. Each party will implement appropriate measures, within each party's reasonable discretion, to satisfy its obligation hereunder and, generally, will treat confidential information, including, but not limited to Software and Documentation, with the same degree of care and confidentiality which the recipient party of the confidential information provides for its own confidential information. Since unauthorized transfer, use or disclosure of the Software and Documentation and other confidential information would diminish their value to Quantum Secure and its suppliers or Licensee, as appropriate, who, may have no adequate remedy at law in the event the recipient of the confidential information materially breaches its obligations under this Agreement, the disclosing party may be entitled to seek injunctive relief, in addition to such other remedies and relief that would be available to them in the event of such a breach. Confidentiality requirements shall not apply to Confidential Information:

- a. Already known by the recipient party without an obligation of confidentiality,
- b. Publicly known or becomes publicly known through no unauthorized act of the recipient party,
- c. Rightfully received from a third party without obligation of confidentiality,
- d. Independently developed by the recipient party without use of the other party's Confidential Information,
- e. Disclosed without similar restrictions by the owner of the Confidential Information to a third party (other than an affiliate or customer of the party owning the Confidential Information),
- f. Approved by the party owning the Confidential Information, in writing, for disclosure, or
- g. Required to be disclosed pursuant to a requirement of a governmental agency or law so long as the recipient party provides the other party with timely prior written notice of such requirement.

2.6 **Purchase Orders**. Nothing contained in any purchase order, acknowledgment, or invoice shall in any way modify the terms or add any additional terms or conditions to this Agreement.

2.7 Updates. This section applies if the Software acquired is an update to the original Software (the "Update"). An Update does not constitute a legally licensed copy of the Software unless purchased as an Update to a previous version of the same Software. The Update may only be used in accordance with the provisions of this Agreement. The Update, together with the original Software, constitutes one (1) legally licensed copy of the Software.

3. SALES, MAINTENANCE AND SUPPORT

3.1 Attached Exhibit A describes the maintenance and support policies of Quantum Secure under this contract.

3.2 Attached Exhibit B describes the sales terms of Quantum Secure under this contract.

3.3 Attached Exhibit C describes the high level of statement of work and SAFE modules included.

4. LIMITED WARRANTY

4.1 Media and Documentation. Quantum Secure warrants that if the media or documentations are damaged or physically defective at the time of delivery of the first copy of the Software to Licensee and if defective or damaged product is returned to Quantum Secure within ninety (90) days thereafter, then Quantum Secure will provide Licensee with replacements at no cost.

4.2 Limited Software Warranty. Subject to the conditions and limitations of liability stated herein, Quantum Secure warrants for a period of ninety (90) days from the delivery of the first copy of the Software to Licensee that the Software, as delivered, will materially conform to Quantum Secure's then current published Documentation for the Software. This warranty covers only problems reported to Quantum Secure during the warranty period. For customers outside of the United States, this Limited Software Warranty shall be construed to limit the warranty to the minimum warranty required by law. Quantum Secure makes no representations or warranties with respect to third party software and shall not be responsible for any loss of data or other errors resulting from the software's failure to perform.

4.3 **Remedies**. The remedies available to Licensee hereunder for any such Software which does not perform as set out herein shall be either repair or replacement, or, if such remedy is not practicable in Quantum Secure's opinion, refund of the license fees paid by Licensee upon a return of all copies of the Software to Quantum Secure. In the event of a refund this Agreement shall terminate immediately without notice.

4.4 Virus or Malicious Code. Quantum Secure warrants that it has exercised commercially reasonable measures to ensure Software does not harm, through virus or other malicious code, Licensee technology or network.

4.5 Non-infringement. Quantum Secure warrants that Software does not infringe on any third party intellectual property right and that Quantum Secure has title and authority to license the Software.

EXCEPT AS SET FORTH IN THIS SECTION 4, QUANTUM SECURE DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE SOFTWARE OR THE DOCUMENTATION OR THEIR OPERATION OR USE PROVIDED IN CONNECTION THEREWITH WILL BE UNINTERRUPTED OR IS ERROR FREE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTEIS, SO THE ABOVE EXCLUSION DOES NOT APPLY IN SUCH STATES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

5. LIMITATION OF LIABILITY

5.1 Limited Liability. QUANTUM SECURE AND ITS SUPPLIERS, EMPLOYEES, AGENTS, RESELLERS, OEM PARTNERS, DEALERS AND FRANCISEES WILL IN NO EVENT OTHER THAN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER DIRECT OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA) SUFFERED BY LICENSEE, ANY OF ITS EMPLOYEES OR AGENTS OR ANY OTHER PERSON ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SOFTWARE OR THE DOCUMENTATION, OR THE MAINTENANCE OR SUPPORT THEREOF AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF QUANTUM SECURE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Each party shall indemnify and hold harmless the other party, its respective employees, officers, directors, shareholders and agents (collectively, the "Indemnitee") and hold the Indemnitee harmless against any and all losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, and claims sustained by the Indemnitee arising out of or resulting from any material breach by the indemnifying party of the terms and conditions of this Agreement.

Quantum Secure neither assumes nor authorizes any employee, agent, dealer or franchisee to assume for Quantum Secure any other liability in connection with the license, use of performance of the Software or Documentation.

Licensee is solely responsible for the selection of the Software to achieve Licensee's intended results, for the conformity of the computer on which the Software is run to Quantum Secure's specifications or requirements and for the maintenance of such computer in good working order and repair.

THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement is perpetual unless terminated in accordance with its provisions.

5.2 Termination. Either party may terminate this Agreement upon thirty (30) days written notice in the event of the breaching party's failure to cure breach within twenty (20) days of receipt of notice of breach from the non-breaching party.

5.3 Termination for Convenience. Licensee may terminate this Agreement and the SSA attached as Exhibit "A", without cause and without penalty, at any time upon the provision of sixty (60) days prior written notice to Quantum Secure of intent to terminate.

5.4 Effect of Termination. Upon termination of this Agreement, Licensee agrees to cease all use of the Software and to return to Quantum Secure or destroy the Software and all Documentation and related materials in Licensee's possession, and so certify to Quantum Secure. Except for the License granted herein and as expressly provided herein, the terms of this Agreement shall survive termination.

6. PAYMENT; TAXES

6.1 Payment. All undisputed amounts payable hereunder are due at net thirty (net 30) term, unless otherwise specified herein. Quantum Secure reserves the right to charge 1.5% / month late fee on any unpaid balance not reasonably disputed by Licensee.

6.2 Increases. Unless otherwise specified in this agreement, Quantum Secure's fees for maintenance services may be increased on each annual anniversary of the Effective Date provided that the fees after any such increase shall not exceed the lesser of: (i) five percent (5%) over the amounts charged in the preceding year, or (ii) United States CPI Index for the previous year.

6.3 Taxes. Licensee agrees to pay all taxes levied upon the Software and any services based upon their use hereunder, exclusive, however, of taxes based on Quantum Secure's income, which taxes shall be paid by Quantum Secure.

7. U.S. GOVERNMENT RIGHTS

7.1 Restricted Rights. The Software and Documentation are provided with restricted rights. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraphs (b)(3)(ii) and (c) (1) (ii) of the Rights in Technical Data and Computer Software Clause of Department of Defense Federal Acquisition

Supplement (DFARS) 252.227-7013 or in subparagraph (g) (3) (i) of Federal Acquisition Regulations (FAR) 52.227-14, Alternate III as applicable.

8. MISCELLANEOUS

8.1 Governing Law. This Agreement shall be governed by the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents, without regard to the principles of conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods.

8.2 Export and Import Controls. Regardless of any disclosure made by Licensee to Quantum Secure of an ultimate destination of the Products, Licensee will not directly or indirectly export or transfer any portion of the Software, or any system containing a portion of the Software, to anyone outside the United States (including further export if Licensee took delivery outside the U.S.) without first complying with any export or import controls that may be imposed on the Software by the U.S. Government or any country or organization of nations within whose jurisdiction Licensee operates or does business. Licensee shall at all times strictly comply with all such laws, regulations, and orders, and agrees to commit no act which, directly or indirectly, would violate any such law, regulation or order.

8.3 Software Delivery: Quantum Secure delivers all software and documentation via electronic FTP download.

8.4 Assignment. Quantum Secure may assign or otherwise transfer any or all of its rights and obligations under this Agreement upon notice to Licensee in an event of change of control.

8.5 Sole Remedy and Allocation of Risk. Licensee's sole and exclusive remedies are set forth in this Agreement. This Agreement defines a mutually agreed-upon allocation of risk, and the License price reflects such allocation of risk.

8.6 Equitable Relief. The parties agree that a breach of this Agreement adversely affecting Quantum Secure's intellectual property rights in the Software may cause irreparable injury to Quantum Secure for which monetary damages may not be an adequate remedy and Quantum Secure shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

8.7 No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.

8.8 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

8.9 Audit Rights. Quantum Secure shall have the right to periodically audit at times and in manners agreed to by Licensee (or to request a report from the Licensee which report will be due fifteen days from the written (letter or email) request from Quantum Secure) the total number of active identities (employees, contractors and physical access cardholders) managed by Quantum Secure software in the records of the Licensee during normal business hours and upon reasonable notice to the Licensee, to verify compliance with the licensing and payment provisions of this Agreement. Licensee shall not unreasonable deny Quantum Secure an opportunity to audit hereunder.

8.10 **Publicity / News.** Quantum Secure reserves the right to use Licensee's name or logo in publicity releases, promotional material, advertising, marketing or business generating efforts. Quantum Secure will notify the licensee appropriately.

9. ENTIRE AGREEMENT

9.1 This Agreement sets forth the entire understanding and agreement between the parties and may be amended only in a writing signed by authorized representatives of both parties. No vendor, distributor, dealer, retailer, sales person, or other person is authorized by Quantum Secure to modify this Agreement or to make any warranty, representation, or promise which is different than, or in addition to, the warranties, representations, or promises made in this Agreement. No prior agreements, terms or preprinted purchase orders shall in any way modify, replace, or supersede the terms of this Agreement.

IN WITNESS WHEREOF, Quantum Secure and Licensee have each caused this Software License Agreement to be signed and delivered by its duly authorized officer or representative, effective _____

FRIEDMAN MEMORIAL AIRPORT AUTHORITY

QUANTUM SECURE

By:_____

Printed Name:

Title:_____

Date:_____

By:		

Printed Name:

Title:_____

Date:_____

<u>Exhibit A</u>

Software Support Agreements (SSA) and Software Maintenance

Quantum Secure offers standard software system support coverage for all their products. This Agreement sets forth the terms and conditions under which Quantum Secure shall maintain its Software Products which have been properly purchased, licensed or sub-licensed to Friedman Memorial Airport Authority.

1.0 Maintenance of Software

Beginning on the day of the execution of this agreement, Quantum Secure shall provide the following errorcorrection, bug fixing and software support services:

(a) telephonic support during the defined days and hours of business operation as per below. Such support shall include consultation on the operation and utilization of the Software.

(b) software error / bug correction services, consisting of Quantum Secure's using all reasonable efforts to design, code and implement programming changes to the Software, and modifications to the documentation, to correct reproducible errors therein so that the Software is brought into substantial conformance with the Specification.

(c) copyrighted software patches, updates, new releases and new versions of the Software, including the PACS agents deployed along with other generally available technical material. Under this agreement, Quantum Secure will release the new PACS agent for the newer release of the PACS (Physical Access Control Systems) software within six months of the new version of that PACS being commercially available in the market by the PACS manufacturer.

The Licensee must inform Quantum Secure at least 90 days before any scheduled upgrades to the SAFE connected systems, such as PACS, IDMS, etc. for receiving appropriate software upgrade. In case Quantum Secure cannot get hold of the newer version of the PACS or any other software from the market / from the original manufacturers, then Quantum Secure will be allowed to develop the upgrade of its software against the copy of the new version of the PACS or any other software belonging to the Licensee.

In order to provide timely support under this support agreement, the Licensee must provide a convenient remote access authorization to Quantum Secure support team to the servers where Quantum Secure products are installed. Without an uninterrupted access to these servers, the support process may be delayed and could lead to longer time for problem diagnostics and resolution.

2.0 Exceptions

Quantum Secure Software Support Agreement does not cover operating systems, backup and/or restoration of the Quantum Secure SOFTWARE and/or associated data, reinstallation of the SOFTWARE on a different or repaired computer, SOFTWARE tampering in any form, accounting issues, Database issues, Internet connection issues, viruses, spy ware, networking issues, hardware or any other third party software or device issues. While we will do our best to help, support of these uncovered issues may incur additional charges on a per incident basis. Software updates does not cover any required data conversion; operating systems, hardware, additional training, government initiated changes which require software programming changes, pre-printed form layouts or the conversion and/or adaptation of any Licensee requested modifications or reports.

3.0 Fees & Payments

The support fees will be invoiced as per the agreeable license subscription schedule between the parties and invoices are payable 30 days after receipt of invoice by Friedman Memorial Airport Authority. Friedman Memorial Airport Authority is responsible for ensuring that the appropriate customer purchase order is sent to Quantum Secure, if your company requires a PO to pay the invoice.

Late payment of undisputed invoices after the due date on the invoice or after the start date of the new term may be subject to 1.5% per month late charges. The Support services and benefits are suspended upon the expiration of the current Software Support Agreement term if the payment is not received by that time.

Standard Service is our standard support coverage option. It provides telephone support and assistance from our Licensee Support Center during normal support hours (Mon – Fri, 8:00 a.m. - 6:00 p.m. MST) as well as software upgrades if and when available.

Responses to the Licensee's support issues require the Licensee to provide adequate information and documentation to enable Quantum Secure to recreate the problem. Quantum may notify the Licensee that the problem could not be recreated, located or identified, if such is the case. If the reported problem is unrelated to Quantum Secure's installed products, Quantum Secure may notify Licensee that the problem will not be resolved and the reason for this decision. Notwithstanding the provisions of this section, Quantum Secure makes no warranties that the Support Services provided hereunder will be successful in resolving all difficulties or problems or in diagnosing all faults.

Licensee must maintain a functional Internet connection and dial-in (or log in via VPN) capabilities during business hours for any on-line support. Licensee must make sufficient daily, weekly and monthly backups.

NOTE: It is our policy to support the current version of each software product and one full version back. All support calls for products not under Warranty or SSA are subject to T &M charges or will be directed to purchase a SSA.

More details on our support process is available via Quantum Secure published Customer Care documentation which is included (and is downloadable from your customer care site) with the shipment of your products.

The Licensee's Role

The provision of the error correction and support services described above shall be expressly contingent upon the Licensee's reasonable cooperation in providing all relevant information about the errors, promptly reporting any errors in the Software or related documentation to the Quantum Secure's Support Department, providing adequate remote access and not modifying the Software without the written consent from Quantum Secure.

4.0 Limitation of Liability

QUANTUM SECURE AND ITS SUPPLIERS, EMPLOYEES, AGENTS, RESELLERS, OEM PARTNERS, DEALERS AND FRANCISEES WILL IN NO EVENT OTHER THAN QUANTUM SECURE'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA) SUFFERED BY LICENSEE, ANY OF ITS EMPLOYEES OR AGENTS OR ANY OTHER PERSON ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SOFTWARE OR THE DOCUMENTATION, OR THE MAINTENANCE OR SUPPORT THEREOF AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF QUANTUM SECURE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Quantum Secure neither assumes nor authorizes any employee, agent, dealer or franchisee to assume for Quantum Secure any other liability in connection with the license, use of performance of the Software or Documentation.

Each party shall indemnify and hold harmless the other party, its respective employees, officers, directors, shareholders and agents (collectively, the "Indemnitee") and hold the Indemnitee harmless against any and all losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, and claims sustained by the Indemnitee arising out of or resulting from any material breach by the indemnifying party of the terms and conditions of this SSA.

Quantum Secure will undertake all reasonable efforts to provide technical assistance under this SSA and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but Quantum Secure does not guarantee that the problems will be solved or that any item will be error-free. This SSA is only applicable to Quantum Secure's Software running under the certified environments specified in the release notes for that product.

Software Support Agreements

Services	Standard
Telephone Support:	X
Mon – Fri, 8:00 a.m. – 5:00 p.m. (PST)	
If & when available, Software Maintenance and/or	X
Enhancement Release Updates (Software Upgrades)	

5.0 Software System Support

Standard Software Support Agreement (SSA) coverage, as listed, is in force for Friedman Memorial Airport Authority after the initial warranty period. In addition, systems integrators opting to purchase support services on an "as needed" basis only, may do so at prevailing **Time and Materials Rates (T&M)**. Quantum Secure requires a signed Purchase Order prior to providing T & M support services. If the end user requires on-site installation of the software upgrades from Quantum Secure, then the end-user may do so at the prevailing time and material rates from Quantum Secure. Licensee will reimburse Quantum Secure for the actual cost of reasonable, documented travel and living expenses of the support representative, and pre-approved by Licensee for on-site activity outside of normal support.

6.0 Telephone Technical Support

During the Agreement, Quantum Secure will only accept service calls from the end –user or the employees of the Systems Integrator of Record for the specific installation to which the support inquiry relates. The standard technical support telephone number is (800) 776-3414. The preferred way to report issues is through our web site: http://support.quantumsecure.com/Login.asp

This SSA may be modified only in writing by authorized representatives of Quantum Secure, Inc. and Friedman Memorial Airport Authority

NOTE: Quantum Secure does not guarantee defects will be fixed in any specific time duration due to the nature of software operating in a multi-vendor environment. It is the goal of Quantum Secure to deliver our best effort to satisfactorily resolve each incident using the best judgment under each circumstance.

<u>Exhibit B</u>

Sales Terms

Monthly Subscription:	\$3550
Subscription Start Date:	May 1, 2012
Subscription End Date:	April 30, 2016
Subscription Term:	48 Months
Termination of Contract:	Not Permissible until the term expires
Support Plan:	Standard support

Quantum Secure engineers to deploy the Software Solution. Travel and Expenses are extra and paid by Friedman Memorial Airport Authority.

<u>Exhibit C</u>

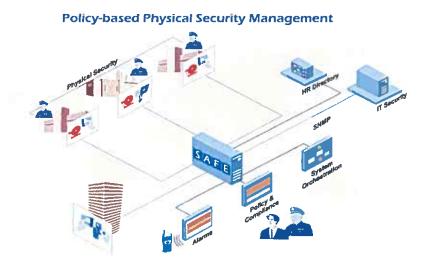
Friedman Memorial Airport Credentialing Management System



SAFE for Airports (Core) Addendum

Credential Management System

Version 0.2



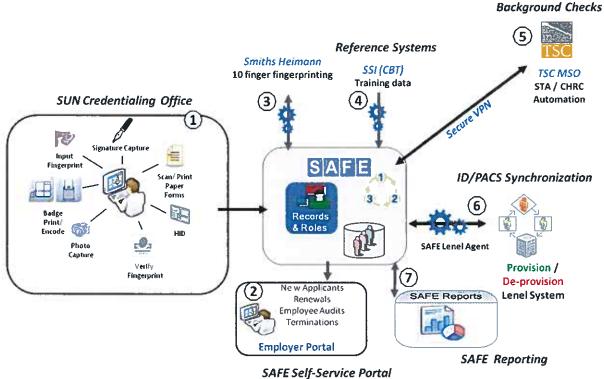
1 Introductions

The purpose of the addendum is to specify the core functions of the SAFE for Airports solution that specifically relate to Identity enrolment and the associated lifecycle events including renewals, access privilege changes, training expirations, reporting, etc.

It is intended that this scope of functions managed by the SAFE solution would meet the core needs of Friedman Memorial Airport as well as budget constraints. Additional, modules and functions can be easily added to this core to meet the full scope of the RFP under separate commercial contracts.

2 Credentialing Management System (Core Features) This diagram is a

SAMPLE not the actual Friedman Memorial Airport exact process which gets spelled out in the statement of work to be created upon receipt of contract



SAFE Self-Service Port

2.1 Scope of SAFE for Airports Core Features

The following are the key objectives that guide the deployment of SAFE as the core Credentialing Management System (CMS):

Encompass all TSA compliant and Friedman specific enrollment steps associated with all badge types and access including:

- Employer Manager capabilities to allow Friedman staff to on-board, off-board and manage tenant, law enforcement, vendors, government and other types of employers requiring credentials to work on the airport premises; This includes specific insurance and driving privilege restrictions by employer
- Authorized Signatory portal to allow Employer Authorized Signatories to electronically apply for credential for their employees
- I9 document rules, scanning, and storage against each ID record for easy retrieval (eliminating need for paper archives) and rules insuring expired documents are flagged to the Employer Authorized Signatory (via automatic email) to insure updated versions are provided or the SAFE rules will disable the credential per TSA and state policies
- Photo and signature capture for each Identity record for use on printing credential and acknowledging acceptance of Friedman and Federal terms and conditions respectively.
- Dynamically associating requirements for standard airport trainings (SSI) and other specific privileges (Customs Certificates) to insure all steps completed prior to credential production; On-going monitoring against expirations
- Integration with Friedman's existing Smiths Heimann fingerprint capture system to provision captured identity biographic details and maintain trust against ID whose fingerprints are associated with the ID before electronically submitting applicant to TSC for automatic STA retrieval and CHRC submittal; Upon receipt of STA result and CHRC adjudication by Friedman named personnel, SAFE automatically emails Authorized Signatory of results and further instructions on next steps; NOTE: Requires further verification with Smith Heimann for allowance to integrate in this way and may require Friedman's assistance
- Credential production based on Friedman policy for badge layout and access privileges assigned in Lenel; SAFE integrates with Lenel for automatic ID, badge, and access level management
- Provide TSA and operational reporting to support credential management as well as operational activities; Examples - 5% lost badges, Employer Reports, SIDA Badge Issuance TSA Reports, etc...
- Provide the ability to issue, and manage different types of assets in this case physical metal keys. Friedman Memorial Airport also requires bi annual reports for TSA to include who has keys and which doors those key belong to

2.2 New Applicant Enrollment Overview

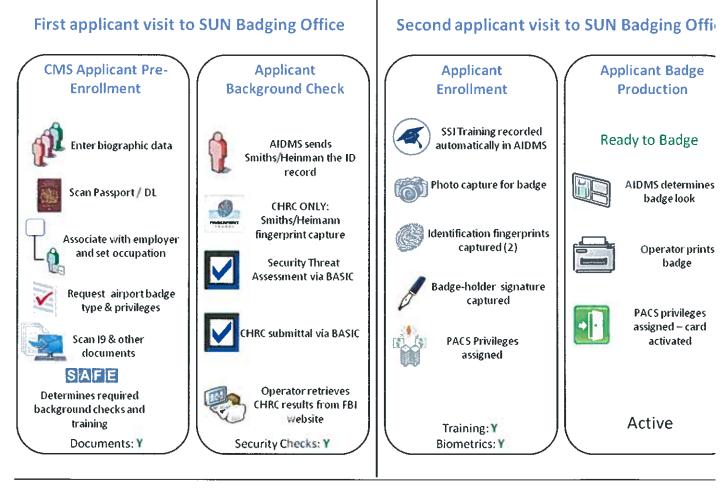


Figure 1 - Applicant Enrollment Overview

3 Not in Scope in Core

The following items are not considered core to Credentialing Management in this addendum and can be easily added under separate contracts. Although the SAFE for Airports full solution meets or exceeds RFI requirements as stated in our response, the following RFI requirements are not included in this scope:

1.15 Rules Violations

- 1.26 Vehicle Permit Tracking
- 1.27 Appointment Schedule
- **1.28** Financial Transactions
- 1.34 Predefined Reports (limited to functions in scope)
- 1.35 Infraction Management Scope
- 1.37 Background Checks / No-Fly / Selectee Comparisons

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT BETWEEN MEAD & HUNT, INC. AND FRIEDMAN MEMORIAL AIRPORT AUTHORITY

This First Amendment to Master Services Agreement between Mead & Hunt, Inc. and Friedman Memorial Airport Authority ("Master Agreement") is made this _____day of April, 2012 by and between the Friedman Memorial Airport Authority ("Authority") and Mead & Hunt, Inc. ("M&H").

RECITALS

On the 11th day of March, 2010, Authority and M&H entered into the Master Agreement;

The parties to wish to amend the Agreement regarding M&H's key personnel as stated in the Agreement.

NOW, THEREFORE, Authority and M&H hereby agree that the Agreement shall be and the same is hereby amended to read as follows:

28. KEY PERSONNEL. Key personal required by the Owner to be active on this assignment include the following: Andy Platz, Scott Cary and Matt Dubbe.

All other terms and conditions of the Agreement shall remain in full force and effect.

FRIEDMAN MEMORIAL AIRPORT

By___

Tom Bowman, Chairman

MEAD & HUNT, INC.

By

Andy Platz, President and Group Leader-Aviation Services

MINUTES OF A REGULAR MEETING OF THE FRIEDMAN MEMORIAL AIRPORT AVITFICHINTENT #6

April 3, 2012 5:30 P.M.

IN ATTENDANCE:	BOARD MEMBERS: Chairman –Tom Bowman, Vice-Chairman – Martha Burke, Secretary – Susan McBryant, Board – Lawrence Schoen, Angenie McCleary, Ron Fairfax FRIEDMAN MEMORIAL AIRPORT STAFF: Airport Manager – Rick Baird, Emergency/Operations Chief – Peter Kramer; Contracts/Finance Administrator – Lisa Emerick, ASC/Special Projects Coordinator/Executive Assistant – Steve Guthrie, Administrative Assistant/Assistant Airport Security Coordinator – Roberta Christensen, Administrative Assistant/IT Systems Maintenance Coordinator - April Dieter, AIRPORT LEGAL COUNSEL: Luboviski, Wygle, Fallowfield & Ritzau – Barry Luboviski; CONSULTANTS: T-O Engineers – Dave Mitchell; Mead & Hunt – Andy Platz AIRPORT TENANTS/PUBLIC: Atlantic Aviation – Mike Rasch, Joel Collins; FSVA – Carol Waller, Eric Seder; Donna Serrano, Bonnie Leighton, Nils Ribi, BCPA – Jim Perkins; Evan Stelma, Chuck Matthiesen, Avis – Peter Scheurmier; Hertz – Andy Miles; WREP – Doug Brown; John Strauss, Harry Griffith, Marc Reinemann, Julie Lawson, Runway Café - Erica Niemi; BC – Derek Voss; Mike Penrose
CALL TO ORDER:	The meeting was called to order at 5:33 p.m. by Chairman Bowman.
I. APPROVE AGENDA	The agenda was approved as presented.
II. PUBLIC COMMENT	No public comment was made.
III. UNFINISHED BUSINESS	
	A. Airport Solutions
	1. Chairman Report
	Chairman Bowman announced that when the Election of Officers discussion for the Friedman Memorial Airport Authority comes up in June, he will be offering his resignation as Chairman of the Board and will not be advocating himself for the position.
	Chairman Bowman briefed the Board that he has drafted a letter to SkyWest Airlines voicing the community's support for implementing Canadair RJ700 service into the Airport as a replacement aircraft for the Brasilia EMB120. Currently, the County and cities of Sun Valley and Ketchum support the letter and the cities of Hailey and Bellevue are in the review process.

2. Blaine County Report

No report was given.

3. City of Hailey Report

No report was given.

4. Airport Manager Report

Airport Manager Baird briefed the Board on the status of the one-year lease amendment with the existing auto rental concessionaires. He also briefed the Board on the April 2, 2012 trip to Seattle to discuss guidance received from the Board with the FAA. Airport Manager Baird briefed the Board that a Safety Risk Management (SRM) will convene the week of April 23, 2012 and an SRM Panel has been determined (please refer to the FMAA April 3, 2012 Power Point Presentation). He also reminded the Board that Serco will be facilitating the SRM.

Board Member Schoen asked Airport Manager Baird if the FAA would be analyzing the amount of C-III traffic the ATCT can manage safely. He also asked if operations at the Airport will be decreased due to the heightened level of service the ATCT would need to perform for all C-III aircraft.

Airport Manager Baird answered that the FAA will be evaluating the maximum number of C-III operations that the Airport can safely manage under certain conditions. He also stated that, in his opinion, operations would decrease if the ATCT was required to provide a higher level of service to all C-III aircraft. This would, in effect, increase the need to complete the EIS and improve the existing site.

Board Member McBryant asked when Staff anticipates the Safety Management System (SMS) project to be completed. She also asked how the FAA responded to the Board's request to restart the EIS.

Airport Manager Baird answered that Staff will know the Safety Risk Management Panel's (SRMP) conclusions soon after the SMS takes place on the 24th and 25th of April. He answered that the FAA clearly expressed that they will not discuss whether or not to restart the EIS until the SMS is completed.

Chairman Bowman directed Staff to insist to the FAA that representatives of FMAA be allowed to observe the SRMP meetings.

The Board agreed that, if the FAA is agreeable, they would like the same number of observers as the FAA. Chairman Bowman and Vice-Chairman Burke will work on appointing the appropriate Board representatives to attend the SRMP meeting as observers.

5. Existing Site

Airport Manager Baird briefed the Board on the April 2, 2012 trip to Seattle to discuss guidance received from the Board with the FAA. Please refer to the note at the end of the minutes for supporting documents.

6. Replacement Airport

Airport Manager Baird briefed the Board on the April 2, 2012 trip to Seattle to discuss guidance received from the Board with the FAA. The trip report included existing site discussions with the FAA. Please refer to the note at the end of the minutes for supporting documents, particularly the power point as it includes the presentation given to the FAA.

7. Retain/Improve/Develop Air Service

Airport Manager Baird briefed the Board on the April 2, 2012 trip to Seattle to discuss guidance received from the Board with the FAA. The trip report included existing site discussions with the FAA. Please refer to the note at the end of the minutes for supporting documents, particularly the power point as it includes the presentation given to the FAA.

The Board discussed whether or not a scope of work should be developed before the completion of the SMS.

The Board agreed that it would be appropriate to begin development of a scope of work, as there will be no cost associated with the development and a leakage study focused on the SUN catchment area is the market-driven type of information the community needs in order to retain, improve and develop air service.

IV. NEW BUSINESS

A. FY '12 Budget Discussion

B. FY '12 Idaho State Grant – SUN 2012 (See Brief)

Airport Manager Baird asked the Board to consider ratifying the Idaho Transportation Department Grant Agreement & the Authority Resolution for IAAP Project Number SUN-2012.

MOTION:

Made by Board Member Schoen to approve the acceptance of the Idaho Transportation Department Grant Agreement and the Authority Resolution for IAAP Program Manager: LNS8SUN/Project Number SUN-2012. Seconded by Board Member McBryant.

PASSED UNANIMOUSLY

C. Mead & Hunt Program Management Team Update

Airport Manager Baird asked the Board to consider approving Mead & Hunt President, Andy Platz, as the replacement of Tom Schnetzer to continue in the roles established in the Mead & Hunt Agreement as the Principal-in-Charge of the Program Management Services Agreement.

The Board welcomed Mr. Platz to the program management team and agreed to postpone a motion to approve the transition until the Mead & Hunt Agreement can be amended.

D. Gifts, Refreshments & News Retail Concession

Airport Manager Baird asked the Board to consider authorizing Staff & Legal Counsel to negotiate a concession agreement with the new LLC, Runway Café.

The Board approved Airport Manager Baird's request.

Airport Manager Baird introduced Erica Niemi as the new co-owner of Runway Café. The Board welcomed her to the terminal and Airport Tenant Manager Team.

V. APPROVE FMAA MEETING MINUTES

A. February 9, 2012 Regular Meeting (See Brief)

The February 9, 2012 Friedman Memorial Airport Authority Meeting Minutes were approved as presented.

MOTION:

Made by Vice-Chairman Burke to approved the February 9, 2012 Friedman Memorial Airport Authority Regular Meeting Minutes as presented. Seconded by Board Member McCleary.

PASSED UNANIMOUSLY

B. March 6, 2012 Regular Meeting (See Brief)

The March 6, 2012 Friedman Memorial Airport Authority Meeting Minutes were approved as presented.

MOTION:

Made by Vice-Chairman Burke to approved the March 6, 2012 Friedman Memorial Airport Authority Regular Meeting Minutes as presented. Seconded by Board Member McCleary.

PASSED UNANIMOUSLY

VI. AIRPORT STAFF BRIEF

- A. Noise Complaints
- B. Parking Lot Update
- C. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data (See Brief)
- D. Review Correspondence (See Brief)

E. Fly Sun Valley Alliance Update (See Brief)

Board Member McBryant asked when the Board will learn more about potential new air carrier service to the Airport that was discussed in the recent FSVA meeting.

Airport Manager Baird answered that the Board can expect to be briefed on potential new air carrier service to the Airport within six months. He explained that negotiations are currently considered proprietary in nature.

F. Airport Weather Interruptions

VII. PUBLIC COMMENT Glass Cockpit Aviation owner, John Strauss, thanked Board Member Schoen for participating in an invitation to join in a tower tour for pilots and encouraged the rest of the Board consider the same invitation. He also commented that he is disappointed that there will not be representation from the general aviation community on the SRMP.

Mike Penrose commented that it would be useful to know whether or not the public will have access to meeting minutes from the SRMP meetings. He also expressed disappointment that there will not be representation from the general aviation community on the SRMP.

VIII. ADJOURNMENT

The April 3, 2012 Regular Meeting of the Friedman Memorial Airport Authority was adjourned at approximately 6:54 p.m.

Susan McBryant, Secretary

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

3:33 PM 04/17/12 Profit & Loss	iedman Memo Budget vs.	orial Airport Actual(Combined '12)	2)		
Accrual Basis	October 2011 through February 2012	ruary 2012			
	Oct '11 - Feb 12	Budget	\$ Over Budget	% of Budget	
Ordinary Income/Expense Income 4000-00 · AIRCARRIER					
4000-01 · Aircarrier - Lease Space 4000-02 · Aircarrier - Landing Fees	35,216.85 28 395 06	84,600.00 96.500.00	-49,383.15 -68 104 94	41.6% 20.4%	
4000-03 · Aircarrier - Gate Fees	500.00	1,200.00	-700.00	41.7%	
4000-04 · Aircarrier - Utility Fees 4010-05 · Aircarrier -'11 PFC Application	2,142.22 81,175.52	7,600.00 205,000.00	-5,457.78 -123,824.48	28.2% 39.6%	
Total 4000-00 · AIRCARRIER	147,429.65	394,900.00	-247,470.35	37.3%	
4020-00 • TERMINAL AUTO PARKING REVENUE 4020-01 • Automobile Parking - Terminal	27,054.64	92,500.00	-65,445.36	29.2%	
Total 4020-00 · TERMINAL AUTO PARKING REVENUE	27,054.64	92,500.00	-65,445.36	29.2%	. 0
4030-00 · AUTO RENTAL REVENUE 4030-01 · Automobile Rental - Commission 4030-02 · Automobile Rental - Counter 4030-03 · Automobile Rental - Auto Prkng	121,751.00 2,963.90 17,950.00	312,000.00 7,500.00 28,000.00	-190,249.00 -4,536.10 -10,050.00	39.0% 39.5% 64.1%	
4030-04 · Automobile Rental - Utilities	94.88	500.00	-405.12		
Total 4030-00 · AUTO RENTAL REVENUE	142,759.78	348,000.00	-205,240.22	41.0%	
4040-00 · TERMINAL CONCESSION REVENUE 4040-01 · Terminal Shops · Commission 4040-02 · Terminal Shops · Lease Space 4040-03 · Terminal Shops · Utility Fees 4040-10 · Advertising · Commission 4040-12 · Terminal ATM	874.32 3,552.10 148.68 10,807.50 32.80	3,500.00 8,300.00 725.00 33,000.00	-2,625.68 -4,747.90 -576.32 -22,192.50	25.0% 42.8% 32.8%	
Total 4040-00 · TERMINAL CONCESSION REVENUE	15,415.40	45,525.00	-30,109.60	33.9%	
4050-00 · FBO REVENUE 4050-01 · FBO - Lease Space 4050-02 · FBO - Tiedown Fees 4050-03 · FBO - Landing Fees - Trans. 4050-04 · FBO - Commission	84,491.38 50,788.26 78,751.60 7,133.91	223,220.00 193,000.00 197,000.00 17,000.00	-138,728.62 -142,211.74 -118,248.40 -9,866.09	37.9% 26.3% 42.0%	
Total 4050-00 · FBO REVENUE	221,165.15	630,220.00	-409,054.85	35.1%	_
4060-00 · FUEL FLOWAGE REVENUE 4060-01 · Fuel Flowage - FBO	64,885.06	168,600.00	-103,714.94	38.5%	
Total 4060-00 · FUEL FLOWAGE REVENUE	64,885.06	168,600.00	-103,714.94	ÅT g	
4070-00 • TRANSIENT LANDING FEES REVENUE 4070-02 • Landing Fees • Non-Comm./Gov't	208.98	500.00	-291.02	41.8%	
Total 4070-00 · TRANSIENT LANDING FEES REVENUE	208.98	500.00	-291.02	BÅMENT #≵	

04/17/12 Accrual Basis

Friedman Memorial Airport Profit & Loss Budget vs. Actual(Combined '12) October 2011 through February 2012

	Oct '11 - Feb 12	Budget	\$ Over Budget	% of Budget
4080-00 · HANGARS REVENUE				
4080-01 · Land Lease - Hangar 4080-02 · Land Lease - HangarTrame Eoo	198,256.04 3 009 00	477,512.00	-279,255.96	41.5%
4080-03 · Land Lease - hangar/Utilities 4080-03 · Land Lease - Hangar/Utilities 4080-20 · Land Lease - Government Revenue	3,000.00 512.71 3,422.26	1,300.00	-787.29	39.4%
Total 4080-00 · HANGARS REVENUE	205,199.01	478,812.00	-273,612.99	42.9%
4090-00 • TIEDOWN PERMIT FEES REVENUE 4090-01 • Tiedown Permit Fees (FMA) 4090-02 • Tiedown - Gov. Fire Support	15,182.30 0.00	30,000.00 5,000.00	-14,817.70 -5,000.00	50.6% 0.0%
Total 4090-00 · TIEDOWN PERMIT FEES REVENUE	15,182.30	35,000.00	-19,817.70	43.4%
4100-00 · POSTAL CARRIERS REVENUE 4100-01 · Postal Carriers - Landing Fees 4100-02 · Postal Carriers - Tiedown	3,407.95 2,970.00	8,900.00	-5,492.05	38.3%
Total 4100-00 · POSTAL CARRIERS REVENUE	6,377.95	8,900.00	-2,522.05	71.7%
4110-00 • MISCELLANEOUS REVENUE 4110-06 • Misc Security-Prox. Cards 4110-08 • MiscSecurity Prox. Reissue	19,970.00 210.00	25,000.00	-5,030.00	79.9%
Total 4110-00 · MISCELLANEOUS REVENUE	20,180.00	25,000.00	-4,820.00	80.7%
4120-00 · GROUND TRANSP. PERMIT REVENUE 4120-01 · Ground Transportation Permit 4120-02 · GTSP - Trip Fee	12,300.00 1,659.04	25,000.00	-12,700.00	49.2%
Total 4120-00 · GROUND TRANSP. PERMIT REVENUE	13,959.04	25,000.00	-11,040.96	55.8%
4400-00 · TSA 4400-01 · LEO Expense Reimbursement 4400-02 · Terminal Lease	54,788.40 3,772.35	135,000.00	-80,211.60	40.6%
Total 4400-00 · TSA	58,560.75	135,000.00	-76,439.25	43.4%
4500-00 · IDAHO STATE GRANT PROGRAM REV. 4500-12 · SUN-12	0.00	20,000.00	-20,000.00	0.0%
Total 4500-00 · IDAHO STATE GRANT PROGRAM REV.	00.00	20,000.00	-20,000.00	0.0%
4520-00 · INTEREST INCOME 4520-05 · Interest Income - '11 PFC 4600-00 · Interest Income - General	68.04 5,157.40	14,000.00	-8,842.60	36.8%
Total 4520-00 · INTEREST INCOME	5,225.44	14,000.00	-8,774.56	37.3%
4702-00 · AIP 02 New Airpt. EIS Phs. II 4702-01 · AIP 02	0.00	100,000.00	-100,000.00	0.0%
Total 4702-00 · AIP 02 New Airpt. EIS Phs. II	0.00	100,000.00	-100,000.00	%0.0

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04/17/12 Accrual Basis

Friedman Memorial Airport Profit & Loss Budget vs. Actual(Combined '12) October 2011 through February 2012

	Oct '11 - Feb 12	Budget	\$ Over Budget	% of Budget
4703-00 · AIP 03 FMA/FAA 4703-01 · AIP 03	0.00	40,000.00	-40,000.00	0.0%
Total 4703-00 · AIP 03 FMA/FAA	0.00	40,000.00	-40,000.00	0:0%
4704-00 · AIP 04-New Arpt. EIS-Phs.III/IV 4704-01 · AIP '04 - FAA	73,625.00	1,000,000.00	-926,375.00	7.4%
Totai 4704-00 · AIP 04-New Arpt. EIS-Phs.III/IV	73,625.00	1,000,000.00	-926,375.00	7.4%
4705-00 · AIP 05-New Arpt. EIS-Phs. 4705-01 · AIP '05 - FAA	0.00	1,000,000.00	-1,000,000.00	0.0%
Total 4705-00 · AIP 05-New Arpt. EIS-Phs.	0.00	1,000,000.00	-1,000,000.00	0.0%
4706-00 · AIP 06-New Arpt. EIS-Phs. 4706-01 · AIP 06-New Arpt. EIS-Phs.	0.00	1,000,000.00	-1,000,000.00	0.0%
Total 4706-00 · AIP 06-New Arpt. EIS-Phs.	0.00	1,000,000.00	-1,000,000.00	0.0%
4737-00 · AIP 37 - SRE Equipment 4737-01 · AIP '37	0.00	500,000.00	-500,000.00	0.0%
Total 4737-00 · AIP 37 - SRE Equipment	0.00	500,000.00	-500,000.00	0.0%
Total Income	1,017,228,15	6,061,957.00	-5,044,728.85	16.8%
Gross Profit	1,017,228.15	6,061,957.00	-5,044,728.85	16.8%
Expense 5000-00 · A EXPENDITURES 5000-01 · Salaries - Airport Manager 5010-01 · Salaries - Contracts/Finance Adm 5010-01 · Salaries - Contracts/Finance Adm 5010-01 · Salaries - ARFF/OPS Specialist 5020-00 · Salaries - ARFF/OPS Specialist 5030-00 · Salaries - ARFF/OPS Specialist 5030-00 · Salaries - Arrit increase 5050-00 · Salaries - Merit increase 5060-01 · Overtime - General 5060-01 · Overtime - Snow Removal 5060-02 · Overtime - Snow Removal 5060-00 · Retirement 5110-00 · Social Security/Medicare 5130-00 · Medical Insurance 5160-00 · Workman's Compensation	53,084.50 37,809.20 68,158.63 34,649.62 125,813.68 7,570.50 9,027.44 0.00 9,027.44 1,586.18 25,783.16 782.35 58,248.50 0.00	127,403.00 82,500.00 159,195.91 82,500.00 57,523.00 14,816,45 2,000.00 98,410.00 64,843.80 64,843.80 155,000.00 155,000.00 155,000.00	-74,318.50 -44,690.80 -91,037.28 -47,850.38 -7,450.32 -33,100.32 -7,400.32 -972.56 -972.56 -1,217.65 -1,217.65 -15,000.00	41.7% 45.8% 42.8% 42.8% 42.5% 60.5% 0.0% 39.3% 39.1% 30.1% 0.0%
Total 5000-00 · A EXPENDITURES	486,936.44	1,182,885.16	-695,948.72	41.2%

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04/17/12 Accrual Basis

Profit & Loss Budget vs. Actual (Combined '12) October 2011 through February 2012 **Friedman Memorial Airport**

	Oct '11 - Feb 12	Budget	\$ Over Budget	% of Budget	
6000-00 · TRAVEL EXPENSE 6000-01 · Travel	613.82	15,000.00	-14,386,18	4.1%	
Totai 6000-00 · TRAVEL EXPENSE	613.82	15,000.00	-14,386.18	4	4.1%
6010-00 · SUPPLIES/EQUIPMENT EXPENSE 6010-01 · Supplies - Office 6010-03 · Supplies - Computer	6,307.63 481,49	13,500.00	-7,192.37	46.7%	
Total 6010-00 · SUPPLIES/EQUIPMENT EXPENSE	6,789.12	13,500.00	-6,710.88	20	50.3%
6020-00 • INSURANCE 6020-01 • Insurance - Liability 6020-07 • Insurance - Public Officials	16,500.00 13 715 00	18,500.00 13 600.00	-2,000.00	89.2%	
6020-03 · Insurance-Bidg/Unlic.Veh./Prop	25,834.00	29.600.00	-333.00	30.0% 87.3%	
6020-04 · Insurance - Licensed Vehicles 6020-05 · Insurance - Crime	5,503.00 278.00	5,900.00 550.00	-397.00 -272.00	93.3% 50.5%	
Total 6020-00 · INSURANCE	60,830.00	68,150.00	-7,320.00	68	89.3%
0030-01 · Uuirues - Gas/Termirial 6030-02 · Ittilities - Gae/Maintenance	4,001.20 2 127 10		-8,142,74 E 062 E2	37.4%	
6030-03 · Utilities - Elect./Runwav&PAPI	2.842.90	6,000,00	-3,157,10	40.470	
6030-04 · Utilities - Elec./Office/Maint.	5,318.23	9.000.00	-3.681.77	59.1%	
6030-05 · Utilities - Electric/Terminal	3,828.65	7,500.00	-3,671.35	51.0%	
6030-06 · Utilities - Telephone	6,019.05	17,000.00	-10,980.95	35.4%	
6030-07 · Utilities - Water	255.60	1,200.00	-944.40	21.3%	
6030-08 · Utilities - Garbage Removal	3,234.43	6,000.00	-2,765.57	53.9%	
6030-09 · Utilities - Sewer	556.65	1,500.00	-943.35	37.1%	
6030-10 · Utilities - Elec./Sewer	223.00	500.00	-277.00	44.6%	
6030-11 · Utilities - Electric/Tower	2,301.85	4,000.00	-1,698.15	57.5%	
6030-15 · Utilities - Elec/AWOS	333.09	00.009	-566.91	37.0%	
6030-16 · Utilities - Elec. Wind Cone	56.69	210.00	-153.31	27.0%	
6030-17 · Utilities - Elec Rosenberg	22.74				
6040-01 · Service Provider - Weather	2,484.00	2,500.00	-16.00	99.4%	
6040-02 · Service Provider - Term. Music	340.00	1,000.00	-660.00	34.0%	
6040-03 · Service Provider - Internet/ISP	2,025.24	7,000.00	-4,974.76	28.9%	
6040-04 · Service Provider - AWOS NADN 6040-05 · Service Provider - ISP/Terminal	0.00 1,072.95	8,000.00	-8,000.00	%0.0	
Total 6030-00 . 11711 17156	30,200,81	03 810 00	E4 600 10		/00/
	10,202,202	93,810.00	-24,600.19	41.	41.8%

04/17/12 Accrual Basis

Friedman Memorial Airport Profit & Loss Budget vs. Actual(Combined '12) October 2011 through February 2012

	Oct '11 - Feb 12	Budget	\$ Over Budget	% of Budget
6050-00 · PROFESSIONAL SERVICES				
0030-U1 - Professional Services - Legal 6060-03 - Brafessional Saniada - CBA	10,632.15	27,500.00	-16,867.85	38.7%
6050-02 - 1 Ordessional Services - Vr A 6050-03 - Drofessional Services - Enviros	1 763 07	24,000,00	304./Z	102.3%
6050-04 · Professional Services - ARFF		4 000 00	-20,230.U3	0.0%
6050-05 · Professional Services - Gen.	2,320.00			0.0.0
6050-07 · Professional Services - Archite	0.00	1,000.00	-1,000.00	0.0%
6050-08 · Professional Services - Securit 6050-09 · Profess, Srycs - Lra, Jet Def	2,520.00 15 866 76	4,000.00	-1,480.00	63.0%
6050-10 · Prof. SrvcsIT/Comp. Support	3,807.50	12,000.00	-8,192.50	31.7%
6050-11 · Protessional Services - Wildlif	528.00	2,000.00	-1,472.00	26.4%
Total 6050-00 · PROFESSIONAL SERVICES	61,993.10	101,500.00	-39,506.90	61.1%
6060-00 · MAINTENANCE-OFFICE EQUIPMENT 6060-01 · MaintOffice Equip./Gen. 6060-04 · Maintenance - Copier	0.00 2,202.92	10,000.00	-10,000.00	0.0%
Total 6060-00 · MAINTENANCE - Phone	119.10 2 322 02		-7 677 08	700 80
6071-DO DENTI EASE DEFICE EN INDRENT		000000	00.100.1-	0/ 7.07
6070-02 · Rent/Lease - Postage Meter	344.00	1,500.00	-1,156.00	22.9%
Total 6070-00 · RENT/LEASE OFFICE EQUIPMENT	344.00	1,500.00	-1,156.00	22.9%
6080-00 · DUES/MEMBERSHIPS/PUBLICATIONS E 6080-01 · Dues/Memberships/Publications	12,524.32	15,000.00	-2,475.68	83.5%
Total 6080-00 · DUES/MEMBERSHIPS/PUBLICATIONS E	12,524.32	15,000.00	-2,475.68	83.5%
6090-00 · POSTAGE 6090-01 · Postage/Courier Service	866.52	2,700.00	-1,833.48	32.1%
Total 6090-00 · POSTAGE	866.52	2,700.00	-1,833.48	32.1%
6100-00 • EDUCATION/TRAINING 6100-01 • Education/Training • Admin. 6100-05 • Education • Neighbori Flight 6100-06 • Education • Security	630.00 195.00 375.00	30,000.00	-29,370.00	2.1%
Total 6100-00 · EDUCATION/TRAINING	1,200.00	30,000.00	-28,800.00	4.0%
6110-00 · CONTRACTS 6110-01 · Contracts - General 6110-02 · Contracts - FMAA 6110-02 · Contracts - SVA/Fee Collection 6110-04 · Contracts - SVA/Fee Collection 6110-05 · Contracts - Janitorial 6110-06 · Electronic Filing System 6110-08 · Contracts - Eccles Tree Lights	400.00 14,000.00 24,500.00 66,312.40 66,312.40 5.750.00 5.750.00 30,000.00	24,000.00 58,800.00 145,000.00 10,000.00 13,800.00 30,000.00	-10,000.00 -34,300.00 -78,687.60 -10,000.00 -8,050.00 0.00	58.3% 41.7% 0.0% 41.7% 100.0%

3:33 PM 04/17/12 Accrual Basis

Friedman Memorial Airport Profit & Loss Budget vs. Actual(Combined '12) October 2011 through February 2012

	Oct '11 - Feb 12	Budget	* Over Budget	hanna in %	
6110-09 · Contracts • Website 6110-10 · Security • Badge Automation	750.00 0.00	750.00 36,000.00	0.00-36,000.00	100.0% 0.0%	
Total 6110-00 · CONTRACTS	141,712.40	318,350.00	-176,637.60		44.5%
6130-00 · MISCELLANEOUS EXPENSES 6130-01 · Misc General 6130-04 · Misc. Green Program 6140-00 · Bank Fees	3,105.48 0.00 213.50	6,500.00 2,500.00	-3,394.52 -2,500.00	47.8% 0.0%	
Total 6130-00 · MISCELLANEOUS EXPENSES	3,318.98	6,000.00	-5,681.02		36.9%
6500-00 · SUPPLIES/EQUIPMENT-ARFF/OPERATI 6500-01 · Supplies/Equipment - General 6500-02 · Supplies/Equipment - Tools 6500-03 · Supplies/Equipment - Clothing 6500-04 · Supplies/Equipment - Janitorial 6500-05 · Supplies/Equipment - Delce	186.98 2,903.41 166.98 4,394.64 28.945.00	10,000.00 35,000.00	-9,813.02 -6.055.00	1.9% 82.7%	
6500-06 · Supplies/Equipment - ARFF	4,616.30	5,000.00	-383.70	92.3%	
Total 6500-00 · SUPPLIES/EQUIPMENT-ARFF/OPERATI	41,213.31	50,000.00	-8,786.69		82.4%
6510-00 · FUEL/LUBRICANTS 6510-01 · Fuel/Lubricants - General 6510-02 · Fuel	179.50 23,629.08	50,000.00	-49,820.50	0.4%	
Total 6510-00 · FUEL/LUBRICANTS	23,808.58	50,000.00	-26,191.42		47.6%
 6520-00 · VEHICLES/MAINTENANCE 6520-01 · R.M Equipment - General 6520-02 · R.M Equip. '93 Schmidt Snow 6520-03 · R.M Equip. '93 Schmidt Snow 6520-09 · R.M Equip. '96 Oshkosh Swp. 6520-09 · R.M Equip. '96 Oshkosh Swp. 6520-11 · R.M Equip. '96 Oshkosh Swp. 6520-11 · R.M Equip. '93 J. Deere Ldr. 6520-13 · R.M Equip. '01 Case 921 Ldr. 6520-19 · R.M Equip. '01 Case 921 Ldr. 6520-20 · R.M Equip. '02 Ford F-150 PU 6520-23 · R.M Equip. '01 Ford F-250 6520-24 · R.M Equip '04 Batts De-Ice 6520-25 · R.M Equip '04 Batts De-Ice 6520-29 · R.M Equip '05 Ford F-350 6520-31 · R.M Equip Oshkosh Blower 	3,782.69 1,059.78 69.79 69.79 171.49 104.05 37.98 37.98 166.25 1.112.00 148.75 65.98	27,000.00	-23,217.31	14.0%	
Total 6520-00 · VEHICLES/MAINTENANCE	11,441.32	27,000.00	-15,558.68		42.4%
6530-00 · ARFF MAINTENANCE 6530-01 · ARFF Maint. General 6530-04 · ARFF Maint Radios 6530-05 · ARFF MAint '03 E-One	2,257.10 202.38 16.97	5,000.00	-2,742.90	45.1%	
Total 6530-00 · ARFF MAINTENANCE	2,476.45	5,000.00	-2,523.55		49.5%

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04/17/12 Accrual Basis

Friedman Memorial Airport Profit & Loss Budget vs. Actual(Combined '12) October 2011 through February 2012

6540-00 · REPAIRS/MAINTENANCE - BUILDING	Oct '11 - Feb 12	Budget	\$ Over Budget	% of Budget
6540-01 - R/M Bidg General 6540-02 - R/M Bidg Terminal 6540-03 - R/M Bidg Shop 6540-05 - R/M Bidg Manager's Bidg. 6540-07 - R/M Bidg Tower	1,069.40 12,576.53 4,466.97 219.77 4,037.56	29,000.00	-27,930.60	3.7%
Total 6540-00 · REPAIRS/MAINTENANCE - BUILDING	22,370.23	29,000.00	-6,629.77	
6550-00 • REPAIRS/MAINTENANCE - AIRSIDE 6550-01 • R/M - General 6550-02 • R/M - Airfield 6550-04 • R/M - Lights 6550-05 • R/M - Grounds	0.00 64.69 5,676.31 475.00	15,000.00	-15,000.00	0.0%
Total 6550-00 · REPAIRS/MAINTENANCE - AIRSIDE	6,216.00	15,000.00	-8,784.00	
6560-00 · SECURITY EXPENSE 6560-01 · Security 6560-00 · SECURITY EXPENSE - Other	9,431.82 350.00	20,000.00	-10,568.18	47.2%
Total 6560-00 · SECURITY EXPENSE	9,781.82	20,000.00	-10,218.18	
6570-00 • REPAIRS/MAINTAERONAUTTICAL EQU 6570-01 • R/M Aeronautical Equp - NDB/DME 6570-04 • R/M Aeron. Equip AWOS/ATIS	2,100.00 2,850.00	22,000.00	-19,900.00	9.5%
Total 6570-00 · REPAIRS/MAINTAERONAUTICAL EQU	4,950.00	22,000.00	-17,050.00	
66900 · Reconciliation Discrepancies 7000-00 · MISC. CAPITAL EXPENDITURES 7000-01 · Contingency 7000-04 · Office EquipTelephone 7000-05 · Computer Equipment/Software 7000-08 · ATC Equipment 7000-33 · Passenger Terminal Carpet 7000-34 · Security Upgrades/Equipment	-0.01 7,590.50 3,954.34 -336.99 0.00	20,000.00 8,000.00 12,000.00 50,000.00 14,500.00	-20,000.00 -409.50 -8,045.66 -50,000.00 -14,500.00	0.0% 94.9% 33.0% 0.0%
Total 7000-00 · MISC. CAPITAL EXPENDITURES	11,207.85	104,500.00	-93,292.15	
7500-00 • IDAHO STATE GRANT PROGRAM 7500-11 • '11 ITD (SUN-11 ITD/FMA) 7500-12 • '12 ITD (SUN-12 ITD/FMA)	21,989,48 24,341.67	40,000.00	-15,658.33	60.9%
Total 7500-00 · IDAHO STATE GRANT PROGRAM	46,331.15	40,000.00	6,331.15	
7502-00 · AIP 02 EXPENSE 7502-01 · AIP '02 - New Arpt. EIS-Ph.II	0.00	105,264.00	-105,264.00	0.0%
Total 7502-00 · AIP 02 EXPENSE	0:00	105,264.00	-105,264.00	

04/17/12 Accrual Basis

Friedman Memorial Airport Profit & Loss Budget vs. Actual(Combined '12) October 2011 through February 2012

	Oct '11 - Feb 12	Dudger	\$ Over Budget	% of Budget
7503-00 · AIP 03 EXPENSE 7503-01 · AIP '03 - New Arpt. EIS-Ph. III	0.00	42,106.00	-42,106.00	0.0%
Total 7503-00 · AIP 03 EXPENSE	0.00	42,106.00	-42,106.00	0.0%
7504-00 - AIP 04 EXPENSE 7504-01 - AIP '04-New Arpt.EIS-Phs.III/IV 7504-02 - AIP '04 - Non-eligible	77,500.00 750.00	1,052,632.00	-975, 132.00	7.4%
Total 7504-00 · AIP 04 EXPENSE	78,250.00	1,052,632.00	-974,382.00	7.4%
7505-00 · AIP '05 EXPENSE 7505-01 · AIP '05-New Arpt. EIS-Phs.	0.00	1,052,632.00	-1,052,632.00	0.0%
Total 7505-00 · AlP '05 EXPENSE	0.00	1,052,632.00	-1,052,632.00	0.0%
7506-00 · AIP '06 EXPENSE 7506-01 · AIP '06-New Arpt. EIS-Phs.	0.00	1,052,632.00	-1,052,632.00	0.0%
Total 7506-00 · AIP '06 EXPENSE	0.00	1,052,632.00	-1,052,632.00	0.0%
7537-00 · AIP '37 EXPENSE 7537-01 · AIP '37 - TBD	0.00	526,316.00	-526,316.00	0.0%
Total 7537-00 · AIP '37 EXPENSE	0.00	526,316.00	-526,316.00	0.0%
8000-00 · Replacement Airport 8000-01 · ElS Project Formulation 8000-02 · Project Manager 8000-03 · Financial	1,625.28 0.00	50,000.00 50,000.00	-50,000.00 -50,000.00	0.0%
8000-04 - Public Outreach 8000-05 - Current Site Meeter Plan	32,046.99 2 342 68	60,000.00	-27,953.01	53.4%
8000-05 - Current Site masker Fran 8000-07 - General 8000-00 - Replacement Airport - Other	5,632.69 5,632.69 107,336.57 114.00	50,000.00 200,000.00	-44,367.31 -92,663.43	11.3% 53.7%
Total 8000-00 · Replacement Airport	149,098.21	410,000.00	-260,901.79	36.4%
Total Expense	1,225,805.44	6,465,477.16	-5,239,671.72	19.0%
Net Ordinary Income	-208,577.29	-403,520.16	194,942.87	51.7%
Other Income/Expense Other Income Finance Charges	104.50			
Total Other Income	104.50	ŀ		
Net Other Income	104.50	0.00	104.50	100.0%
Net Income	-208,472.79	-403,520.16	195,047.37	51.7%

Page 8

	Location Ident.	0			Airport	Operations	22	67	54	86	81	38	88	91	97	98	67	78	28	31	55	35	6	22	68	34	83	92	87	90	66	30	56	39	21	21	71	1538	02L1
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	acility Name United and Mamorial Airport FCT		1	AT											2																					5
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2005 2006 2007 2008 2 3,028 2,787 4,547 2,520 3,789 3,597 3,548 2,857 3,618 2,918 4,677 3,097 3,618 2,918 4,677 3,097 2,462 2,047 2,581 2,113 2,462 2,134 1,579 2,113 2,729 2,134 1,579 2,293 3,674 3,656 5,181 3,334 5,722 6,087 8,196 4,704 5,424 5,931 7,398 4,704 5,423 3,760 4,311 2,696 4,609 3,760 4,311 2,696 3,570 3,339 3,103 2,134 2,260 2,912 2,892 1,670 2,722 3,339 3,103 2,134 2,722 3,834 2,699 1,648 2,722 3,834 2,699 1,670 2,722	ATC	ATCT TRAFFIC OPERATIONS RECORDS					
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TRAFFIC/ATC.OPS.2001-2020

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2,859 2,782 2,598						
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% occupied 73% 75% 80% 0% 0% 0%	%0	%0 %0	%0	%0 %0	%0	0% 76%

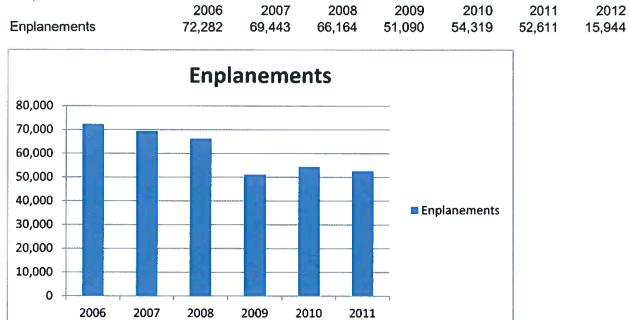
	an-12	Jan-12 Feb-12 Mar-12	Mar-12	Apr-12,	May-12	Jun-12	Jul-12	Jul-12 Aug-12	Sep-12	Oct-12	Oct-12 Nov-12 Dec-12	Dec-12	ATD
Enplanements													
Revenue	2,326	2,161	2,749										
Non-Revenue	69	104	78										
Total	2,395	2,265	2,827	0	0	0	0	0	0	0	0	0	7,487
Departure Flights	109	126	122										
Seats per plane	30	30	30	30	30	30	30	90 90	30	30	30	30	360
Seats	3,270	3,780	3,660	0	0	0	0	0	0	0	0	0	10,710
% occupied	73%	60%	77%	%0	%0	%0	%0	%0	%0	%0	%0	%0	%02

Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	ATD
5,185	4,943	5,347	0	0	0	0	0	0	0	0	0	15,475
142	161	166	0	0	0	0	0	0	0	0	0	469
5,327	5,104	5,513	0	0	0	0	0	0	0	0	0	15,944
166	180	170	0	0	0	0	0	0	0	0	0	159
7,260	7,560	7,020	0	0	0	0	0	0	0	0	0	21,840
73%	68%	79%	%0	%0	%0	%0	%0	%0	%0	%0	%0	73%

ATTACHMENT #10

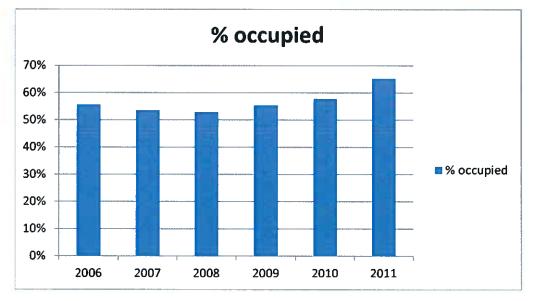
	2006	2007	2008	2009	2010	2011	2012
Horizon							
Enplanements							
Revenue	23,218	22,029	20,940	11,002	15,331	17,253	8,239
Non-Revenue	1,113	995	1,016	488	537	584	218
Total	24,331	23,024	21,956	11,490	15,868	17,837	8,457
Departure Flights	594	551	624	325	452	351	159
Seats per plane	840	840	840	840	840	840	840
Seats	41,580	38,570	43,680	22,750	31,640	24,570	11,130
% occupied	59%	60%	50%	51%	50%	73%	76%
Skywest							
Enplanements							
Revenue	46,262	44,981	42,599	38,078	37,004	33,444	0
Non-Revenue	1,689	1,143	1,609	1,522	1,447	1,330	0
Total	47,951	46,419	44,208	39,600	38,451	34,774	7,487
Departure Flights	2,950	3,038	2,714	2,319	2,077	1,870	0
Seats per plane	360	360	360	360	360	360	360
Seats	88,500	91,140	81,420	69,570	62,310	56,100	10,710
% occupied	54%	51%	54%	57%	62%	62%	70%
TOTAL YTD	8						
Enplanements							
Revenue	69,480	67,010	63,539	49,080	52,335	50,697	15,475
Non-Revenue	2,802	2,433	2,625	2,010	1,984	1,914	469
Total	72,282	69,443	66,164	51,090	54,319	52,611	15,944
Departure Flights	3,544	3,589	3,338	2,644	2,529	2,221	159
Seats	130,080	129,710	125,100	92,320	93,950	80,670	21,840
% occupied	56%	54%	53%	, 55%	, 58%	65%	, 73%

Graphic 1



Graphic 2

·	2006	2007	2008	2009	2010	2011	2012
% occupied	56%	54%	53%	55%	58%	65%	73%



加合: 28 2012

Ma. Steve Guthie Aliport Security Coordinator Friedman Memoriel Arcort 1616 Aliport Way Halley, Idaho 83333

Dear Mr. Guthne:

My family recently traveled from Honolulu to Sun Valley, Idaho. On the return hip home on February 14, 2012 we were booked on Deta Flight 01,7769 from Halley, Idaho to Sall Lake City, Utah.

We were all stressed because we had earlier missed our original light to Salt Lake Cry. DL7782 for connections to Los Angeles and finally to Nonclulu. We were rebooked on flight DL7782.

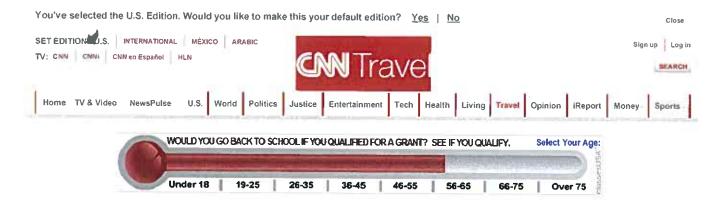
As we entered the secontly check area prior to boarding, we were greeted by a TSA agent with a warm smile welcoming us. I immediately noticed the name "Costa" on the agent's badge. He was so caiming and hierday that we tell relaxed even in the busy atmosphere going through the check-in process.

After we passed him, I overheard the next agent speaking to any adult daughter, telling her to take her time and that there was no need to rush. I glasted up and noticed that he too was warmly smilling. My daughter was rushing her young child, seven years of age, through the security line and was stressed, but he certainly added warmin and kindness to the situation.

Please commend the TSA agents and also convey our appreciation to them for their warm and trianchy words and gestures which made our stressful situation more tolerable.

Sincenely.

Mrs. Frances Miyazono 1515 Ala Aoloa Loop Honolulu, HI 98819



Obama nominates new FAA chief

By Mike Ahlers, CNN updated 12:18 AM EDT. Wed March 28: 2012



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STORY HIGHLIGHTS

Huerta's nomination will need to be confirmed by the U.S. Senate

He was thrust into the job after the arrest of the former administrator Washington (CNN) -- Michael Huerta, who was thrust into the job of acting chief of the Federal Aviation Administration following the arrest of the agency's leader on drunk driving charges, has been nominated to head the agency.

President Barack Obama nominated Huerta to serve as administrator of the FAA on Tuesday.

Huerta had been serving as the departmental deputy when thenadministrator Randy Babbitt was arrested near his Northern Virginia home in December on charges of driving while intoxicated.

When Babbitt resigned his post, Transportation Secretary Ray LaHood elevated Huerta to it.

Huerta's nomination will need to be confirmed by the U.S. Senate,

Prior to working at the FAA, Huerta was president of the Transportation Solutions Group of Affiliated Computer Services, Inc., a technology services provider supporting transportation agencies worldwide.

He was also managing director of transportation communication for the Salt Lake Organizing Committee for the 2002 Winter Olympics.

He served as chief of staff of the U.S. Department of Transportation from 1997 to 1998 and as associate deputy secretary in the Office of Intermodalism at the DOT from 1992 to 1997.

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Frontier's new flights help push fares down

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FILED UNDER Business Great Falls Billings Wissoula	members that the ne	pirector John Faulkner told Airport Authority ews Frontier Airlines will launch its flights four en Denver and Great Falls on May 14 is es to reduce fares.	AN OUTDOOR
issuura	Montana in Midwest up to \$20,000 more use and add anothe	ing \$55,000 to promote the Frontier flights to ern cities and Canada, he said, and will spend to convert ticket counter space for Frontier's r communications cable. Frontier and Allegiant and up to three World Wide Integrated Flight ers.	Thousands of products rated 4 stars or higher SHOP THE WORLD'S FOREMOST OUTFITTER Most Popular Most Commented Mare Headline
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ailey: Mom 57, Loo ead How a Idaho Mom F ecret That Has Angered martConsumerLiving cor	Published a Free Facelift Doctors	The FAA allows airports to provide incentives to promote airport flights and even	2 Monthlong probe led to Leaf's arrest 3 Babb: Small school, big benefits
1-Year-Old Now Loc om Reveats Clever S5 V blox Doctors Furious Re insumerlifestyletrends.co	Winkle Therapy That Makes ad More	specific airlines, but not the city or region in general. An airport sign promoting Frontier's low	4 'Hunger Games' film both sweet and sour
ew Policy in Idaho ivers with no DUI's can Awk ww.insurance-compare-s	get auto insurance for only save com	introductory rates was carried in the city's St. Patrick's Day parade. The poster noted special initial rates for roundtrip tickets between Great Falls and Denver, for \$200;	5 Fired UM athletic director, coach hire attorneys
		Kansas City, \$260; Atlanta, \$332; Dallas, \$332; Indianapolis, \$332, and Chicago,	Most Viewed
	\$342.		The state
		Great Falls have reduced some fares n effort to retain customers, he said.	
		undtrip rates of between \$200 and \$350 to those airlines, or about 50 percent less than	CO CO
	Faulkner suggested	passengers fly on Monday, Thursday,	Canadian Pennies Will Soon Be Out

Faulkner suggested passengers fly on Monday, Thursday, Saturday or Sunday if possible, since rival airlines are likely to offer their best rates on the four days that Frontier will fly to Great Falls.

PHOTO GALLERIES

of Circulation Mar. 31. 2012



He said there's a spot on the airport website, flygtf.com, with lists of the best deals from Great Falls.

Faulkner said Great Falls now has some of the best rates in the state, about 10 percent less than Billings and Bozeman, with even better savings for flights out of Missoula, Helena and Kalispell.

While Great Falls fares are expected to rise some after Frontier's introductory period, they're expected to remain considerably under recent rates that were among the highest in the nation.

Dwight Holman, owner of the Holman Aviation flight service center, said a lot of Great Falls residents fell into the habit of driving to other Montana airports to catch cheaper flights. He suggested the airport and Great Falls Area Chamber of Commerce promote the cheaper rates through a campaign urging residents to "check out the Great Falls flights," because they'll be pleasantly surprised.

— Peter Johnson

Dennis Lorang of Denny's Service & Repair of Black Eagle is warning other small business people of a slick salesman claiming to have a great deal on a credit card machine.

"A guy came in back in November and said I could try out a credit card machine at a great price to see if I liked it," said Lorang. "I thought it would be a good deal for our customers."

Denny's Service & Repair works on farm implement machinery.

He signed for the delivery of a machine and tried it. But when the contract arrived in mid-December, it was a four-year non-cancelable agreement.

"I unplugged the machine, boxed it up and tried to call the company," Lorang said.

Not surprisingly, he had a tough time getting a hold of the leasing company and the salesman.

He found not only were a payment of \$69 for the monthly lease withdrawn from his bank account, but also a \$4.95 insurance fee and another \$36 for a vendor fee.

"I hadn't signed an authorization for withdraws," Lorang said. "I called the bank and we stopped payments."

Lorang said the leasing company just used a different number than the one that was stopped to begin withdraws again.

He did some digging on the Internet and found several complaints about the company. Lorang contacted the Montana Attorney General's office and local law enforcement.

He learned several other small businesses in the area have been victims of a similar shady deal.

"I closed my old bank account and opened a new one, but they withdrew \$613," he said. "I have contacted an attorney. In hind sight, I should have just worked through a local bank to get a credit card machine in my business. I'm 73 and have been in business 40 years, so I'm not new at this. But the sales pitch was unbelievable."



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Addition

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Embraer on track to fly Legacy 500 in third quarter

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Embraer (http://www.embraerexecutivejets.com/english/content/home/) is warning that a recovery in the business jet market to its 2008 peak may not be reached until the start of next decade - although its most optimistic forecast puts the date at 2016.

The Brazilian airframer, which is basing its outlook on between 8,660 and 11,275 deliveries, across all makes, between 2012 and 2021, said 2012 would be a "pivotal year", with positive signs including strong demand from emerging markets, such as China, and US corporations making record profits. However, the "main blocker to a recovery is a stubborn used aircraft inventory", says Marco Tulio Pellegrini, chief operating officer of Embraer Executive Jets.



C Embraer

The Embraer Legacy 500 completed its first taxi test on 13 March

Embraer will shortly expand its range of business jets to seven, from only one a decade ago, the Legacy 600. The first of a pair of all-new mid-range jets, the Legacy 500, is due to fly in the third quarter and enter service at the end of next year, with its smaller stablemate, the Legacy 450, joining it in flight testing in the second half of 2013, a year before its first delivery. In the past few weeks, Embraer has completed several programme milestones with the Legacy 500, including the first taxi test of aircraft 001 on 13 March and power-on for the second prototype on 9 March.

Meanwhile, Embraer is working to launch a dedicated production line for its super midsize Legacy 600 and 650 variants at its factory in Harbin, China. The facility, a joint venture with China's AVIC, stopped producing the ERJ-145 regional jet in April 2011. Pellegrini says the plant has been kept open, with the 200 employees being retrained to assemble the business jets, which will be destined for the Chinese market.

He says Embraer is "waiting for final government approval" but hopes to begin assembly later this year and deliver the first jet by the end of 2013. Capacity will be 10 aircraft a year, but actual production will "depend on demand", says Pellegrini.



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MHI announces the assembly work on the nextgen Mitsubishi Regional Jet - Read article -MRJ

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SkyWest reports \$27.3 million 2011 loss

By Aviation Brief

Published: February 20, 2012

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- <u>El Al sinks to \$49</u> <u>million 2011 net</u> <u>loss</u>

SkyWest Inc., parent of SkyWest Airlines and ExpressJet Airlines, reported a 2011 net loss of \$ 27.3 million, reversed from net income of \$ 96.4 million in 2010. Full-year revenue increased 32% to \$ 3.65 billion, though this result and other statistical indicators are skewed by SkyWest's November 2010 purchase of ExpressJet (<u>ATW Daily News, Nov. 16. 2010</u>), which it merged with subsidiary Atlantic Southeast Airlines in the 2011 fourth quarter. SkyWest did not provide pro forma figures.

Expenses rose 41% to \$ 3.61 billion, producing an operating income of \$ 41.1 million, down 80% from an operating profit of \$ 201.8 million in 2010.

SkyWest chairman and CEO Jerry Atkin attributed the loss to some "unanticipated expenses in the fourth quarter," including \$ 15.6 million in additional maintenance costs and other costs attributed to the company's foreign investments.

It posted a fourth-quarter net loss of \$ 18 million, reversed from a \$ 37.2 million net profit in the prior-year period.

"We have an action plan in place for 2012 that we have started to execute and is expected to return us to profitability for the year," Atkin said. He expects the first quarter of 2012 "to be challenged."

Full-year traffic increased 43.9% to 29.1 billion RPMs on a 43.9% rise in capacity to 36.7 ASMs (again, the ExpressJet purchase skews these figures).

• <u>IAG reports €555</u> million net profit for 2011	RASM decreas		cents and CASI	M dipped 2.9	to 12.3 cents as 9% to 10.1 cents
 <u>LOT narrows</u> <u>2011 loss to \$44.7</u> million: looks to 	Tagged with:	<u>\$27.3, 2011, los</u>	ss, million, repo	orts, <u>SkyWes</u>	<u>st</u>
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Home > FAA monitors system safety via 30 airports

FAA monitors system safety via 30 airports

By Lisa Ray Created 2012-04-04 13:42 By <u>Christine Boynton</u> [1]

FAA has compiled a list of 30 airports that it will use to monitor the progress of its plan to increase aviation system safety and efficiency.

This is a follow-on step after the agency's Operational Evolution Plan (OEP), a 10-year initiative (2000-2010) that increased capacity. "With the OEP process we were able to complete 22 airfield projects at 19 airports. Those improvements enabled airports to accommodate two million more additional operations," an FAA spokesperson told *ATW*.

The list, known as Core 30, will be updated periodically and was described by FAA as "a living document." It includes 30 airports, "but that number can fluctuate...as the FAA assesses the airports," the spokesperson said. "As it stands now, the airports that are on the list represent the airports that have an overall significance to the national air transportation system based on air traffic operations, and passenger boardings."

The list allows FAA to assess the safety and efficiency of the overall system, through monitoring the performance of the 30 "daily, weekly, monthly," although FAA deputy director, office of airport planning and programming Elliot Black said at FAA's Aviation Forecast Conference in Washington in March, "there's no value judgment to being on that list or not being on that list."

In mid-March, the airports on the list were: Atlanta, Baltimore, Boston, Charlotte, Chicago Midway, Chicago O'Hare, Dallas/Fort Worth, Denver, Detroit, Fort Lauderdale, Honolulu, Houston, Las Vegas, Los Angeles, Memphis, Miami, Minneapolis, New York JFK, New York La Guardia, Newark, Orlando, Philadelphia, Phoenix, Salt Lake City, San Diego, San Francisco, Seattle, Tampa, Washington Dulles and Washington National.

"These are some of the busiest airports," the FAA spokesperson told *ATW*. "We want to make sure things are running safely and efficiently. That's what we will be monitoring."

Publishing Information Sort Order: 40 Publish Date: April 5, 2012



{http://ox-d.aviationpros.com/w/1.0/rc?

ts=0c2lkPTk3NTN8YXVpZD0xMDI5N2F8YWIkPTI5MDg3NnxwdWi9MTQ2M2B8bGlkPTE1NDU0NXx0PTF8cmlkPTAxODcwNDVkLTdhNjYtNGJhMC1hODR Precision Landing, Less Time Circling The Airport

JAD MOUAWAD SOURCE: THE INTERNATIONAL HERALD TRIBUNE

Created: April 4, 2012

FULL TEXT

Capl. Mike Adams demonstrated what the future will look like at airports in the United States as he pulled back on the throttles of his Boeing 737 flight simulator, setting the engines on idle to glide smoothly from his cruising altitude all the way down to the runway.

Starting in June, that's exactly what Alaska Airlines flights will be doing when the carrier begins testing the use of satellite technology to land at Seattle-Tacoma International Airport - all in the hope of saving fuel and reducing delays.

Alaska Airlines, one of the smallest carriers in the United States, has taken some of the biggest steps in adopting a technology that allows its planes to navigate Alaska's hazardous terrain, weaving through narrow valleys and past mountain peaks to land at remote airports in some of the worst imaginable weather. It now wants to demonstrate that the same technology can also work at big, busy airports, said Capt. Adams, the airline's chief technical pilot.

Planes using the new technology will cut 30 miles, or 48 kilometers, from their approach by taking a more direct path to the runway. They will no longer need to circle overhead awaiting clearance to land. And pilots will not have to push and pull at the throttles to maintain the altitude assigned by air traffic controllers as they begin a stairlike descent.

"This makes much better use of the airspace, Capt. Adams said "It improves efficiency and reduces congestion. That's the holy grail we're all aiming for."

In Europe, a satellite-based precision landing system has been fully operational since February, according to Eurocontrol, the agency based in Brussels that coordinates air traffic management across the region.

But the Seattle experiment marks one of the first extensive applications of satellite technology in the United States after years of planning and political wrangling in Washington.

Replacing the radar-based air traffic control system, which the nation's airports have relied on since the 1940s, is an enormous and expensive undertaking. By one official government estimate, the price could reach \$42 billion by 2025.

But the agency in charge of the program, the Federal Aviation Administration, has been hamstrung by political infighting that deprived it of a stable budget for five years. Congress finally approved a four-year budget in February, including \$1 billion a year for the program, called the Next Generation Air Transportation System, or NextGen.

The program has already been beset with trouble. A government audit found in February that half of the 30 critical contracts needed to build the new system were delayed, and more than a third were over budget.

And the airlines complain that the F.A.A. has been slow to create new landing procedures that make the most use of satellite guidance. It takes 5 to 10 years to create these procedures because of lengthy environmental and noise impact studies, and the difficulty of coordinating flights in busy airspaces. The F.A.A. is now trying to speed up that process to three years.

The agency has approved tests using satellite-guided landings at Phoenix Sky Harbor International Airport, and experiments are planned this year in Washington; Atlanta; Charlotte, North Carolina; and Dallas. Delta Air Lines, Southwest Airlines, JetBlue and American Airlines have all been trying out various aspects of satellite navigation.

Given the expected growth in air traffic in the next decades, airlines and regulators say there is an urgent need to modernize the existing air traffic control system. The F.A.A. projects that the number of planes flown by domestic airlines will double in the next two decades, while the number of domestic passengers will reach one billion by 2024, up from 732 million this year. Much of that growth will be concentrated in the biggest airports, most of which are already congested.

Radar has proven to be reliable over the years. But air traffic controllers can be sure of the precise location of any single plane they are directing only when their radar sweeps across it - once every six seconds. To make up for that uncertainty, controllers keep wide buffer zones between flights. Satellite technology will eventually change that equation and allow planes to fly much closer to one another because they will broadcast their locations with more accuracy.

In effect, airports could increase capacity without building more runways because more planes could take off and land every hour.

For airlines, more efficient approaches and landings could mean significant fuel savings. The F.A.A. projected that airlines using Hartsfield-Jackson International Airport in Atlanta, one of the world's busiest, would fly 1.2 million fewer miles each year, saving as much as 2.9 million gallons of fuel a year and allowing an additional 10 planes an hour to take off.

But NextGen has also been slowed by disagreements between the airlines and federal regulators over which would foot the bill. Equipping a single plane with a GPS system can cost more than \$340,000. That quickly adds up for airlines with hundreds of planes in their fleet, and with no immediate payoff for the upgrade. New planes have the technology, but older models must be retrofitted.

That is the sort of logjam that the Seattle experiment is seeking to break. It will use something called Required Navigation Performance, or R.N.P., which is like GPS in cars. The difference is that the plane's autopilot feature can guarantee that the flight will stay precisely on course, from takeoff to landing, even in bad weather or turbulence.

"Today's planes are a lot smarter than a lot of the equipment on the ground," said Sherry Carbary, the vice president of Boeing Flight Services. Alaska Airlines has used satellite-navigation for its planes since 1996 in Juneau, where bad weather had often forced flights to be canceled or diverted to Anchorage.

The airline has spent \$40 million in the past decade on both technology and pilot training. But it estimated the technology is saving \$15 million to \$20 million a year in allowing takeoffs and landings that would have been impossible before.

The shift from radar to satellite navigation is similar to the move from analog to digital television, said Capt. Adams, the Alaska Airlines pilot, and will allow more information to be shared through digital channels in the future.

Airplanes, for instance, may be able to share weather conditions they encounter during flight, including wind speeds or even turbulence, and automatically relay that information to other planes. The data is currently recorded by each plane but is not shared.

In the future, another step could be to manage the timing of landings. A plane taking off from Los Angeles, for instance, would be given a precise landing time in Seattle. Its flight computer would then manage the best speed, altitude and flight path to ensure that the plane lands on time.

"The benefits of R.N.P. can be applied elsewhere than just Alaska," Capt. Adams said. "The tools we use today for terrain can be used anywhere in the world to ease traffic congestion."

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FLY SUN VALLEY ALLIANCE MEETING MINUTES

Monday, March 12, 8:00am - 8am, Sun Valley Resort

Board Members Present: Eric Seder, Maurice Charlat, Warren Benjamin, Lisa Horowitz, Arlene Schieven, Deb Fox, Michelle Griffith, Jack Sibbach, Rick Baird, Patrick Buchanan. Staff: Carol Waller. Board Members Absent: Peter Scheurmier, Martha Burke, Dick Fenton

TOPIC DISCUSSED:

Consent Items:

- February Board Minutes: Warren moved to approve, Jack seconded VOTE: All in favor
- February FY12 YTD Financials: Warren moved to approve, Maurice seconded. VOTE: All in favor

Committee Reports:

1. Funding Committee

<u>MRG Legal Assessment/Airport Meetings:</u> Eric reported that MRG legal assessment work from HT is still in progress. FSVA Board members encouraged to continue to reach out to elected officials and other stakeholders on importance of air service and funding, and to encourage local businesses to do same.

<u>City/County FY13 Contract for Services Request:</u> FSVA will be preparing FY 13 budget request to present to cities and county – board to review and approve at April meeting.

<u>Upcoming Presentations:</u> Carol will be providing FSVA update to Idaho Travel Council on March 14 and to SV Board of Realtors on April 10. Carol has also helped provide air service/enplanement data to Sustain Blaine for their upcoming March 15 Economic Forum.

2. Program Committee

<u>New Fundraising Ideas</u>: Warren developed a list of 5 new ideas for potential FSVA fundraising events. Board reviewed and thanked Warren for his work on generating these new ideas. Considering FSVA limited staff and resources, board agreed that 2 of the ideas could be developed further with projected P&L, and brought back to board for consideration. <u>Alaska Airlines 30th Anniversary of Service to SUN</u>: Carol noted that Dec will mark the 30th anniversary of Alaska Airlines service to SUN so she will be working with FSVA Program Committee, SVC, SVMA, FMA and Alaska to develop some fun and creative celebration ideas and promotions.

Air Service Initiatives/Research/Promotions:

- Alaska Airlines MRG performance update from Mead & Hunt: Winter bookings for all months (Dec March) still running behind YTD last year for season. Dec 2011 revenues were much higher due to additional flights, and expect higher fares for Feb and March will also help revenues, although expenses significantly increased over last winter, mainly due to fuel costs. Early March spring fare sale helped generate and additional 1100 bookings during the week of the sale, last week of service in March is still weak so Carol will discuss one final spring fare promotion push mid-March with AS to stimulate additional bookings.
- <u>Alaska Airlines Summer 2012 Service Contract:</u> Negotiations have been completed and contract signed. Costs increased but service schedule was adjusted to help mitigate downside by running LAX service later in June and running both LAX later into September, because there is better opportunity to stimulate demand in September than early June. SEA-SUN will run daily June 3- September 16. LAX-SUN will run daily June 22-September 16. Carol will work with AS/SVMA/SVR to determine summer/fall season fare promotional program in April.
- <u>Airport Update:</u> FMAA has meeting with FAA scheduled for April 2. SMSA is underway, should be completed by end of April. FMAA is continuing to be involved with various city/public meetings for outreach and input on current situation and potential options. Have started new Airport Solutions Enews to provide timely updates to public and FSVA has helped promote this new initiative, and FSVA board members encouraged to sign up to recieve.

<u>Potential new service:</u> FSVA sent letter of support on behalf of new regional carrier hoping to start service between SUN and Boise. FSVA also continues to be in communications with carriers about other potential new service from new markets. Air Service Marketing Update: SVMA and SVR continuing marketing efforts in air service markets.

- Research:
 - <u>Competing Air Service Update:</u> Carol compiled a comparison of service to competing destination resort areas for summer 2011 and winter 2012.
 - > Rocky Mountain Air Service News: (compilations of articles related to air service in competitive set) provided.

Monthly Directors Report: Provided for review.



LOT FOR AIR SERVICE - BRIEFING SHEET April 2012

THE PROBLEM: We are losing business because of lack of air service

1. We are at a huge competitive disadvantage with our limited and declining air service access.

- Total seats flying into SUN are now below 1990 levels, while virtually all of our competitors have seen significant increases over this time. Our seats have decreased 39% and our enplanements have decreased 33% over the past 5 years, a much more significant drop than our competitors.
- Virtually all of Sun Valley's competitor resort communities have significantly better non-stop service from major markets, most of which involve substantial Minimum Revenue Guarantees (MRGs). Looking at just four competitors (Aspen, Vail, Steamboat and Jackson), this winter they were served by a combined 240+ major market flights per week, compared to Sun Valley's 14.

2. Most of our competition has publicly tax funded air service MRG programs in place, with costs ranging from \$1-\$4 million annually.

All of these programs except ours depend on a reasonable split of MRG costs between the resort and the community. In each case other than Jackson, the main funding source for the community portion is a sales and/or lodging tax. In our area, Sun Valley Company has borne 95% of the cost of MRGs either directly or indirectly, which they cannot continue due to the significant increase in MRG's required as a result of airline higher fuel costs. *Our MRG costs for daily seasonal non-stop service to SUN from LAX and SEA have increased nearly 30% over the past 2 years.*

3. Retention of current non-stop flights and addition of new non-stop flights will require an estimated \$2 million annually in MRG's. Sun Valley Resort is still committed to covering 50% of annual MRG costs.

MRG contract costs in competing resort destinations average \$35 per air seat secured. Ours is currently higher (\$65) due to limited number of carriers (due to aircraft type) we are able to negotiate with and a comparative lack of marketing funding to promote the flights. An MRG – Minimum Revenue Guarantee is an agreed upon "risk" cost, with the actual amount paid to the airline(s) varying depending on revenues and load factors vs. guaranteed revenues. We did not have significant MRG payouts between 2003-2009, but in 2010/11 the MRG contract costs rose considerably and our MRG payout did as well.

We have some new opportunities to obtain non-stop air service from key markets, which would have a dramatic positive effect on our local economy. We can seize these opportunities only if the community partners with Sun Valley Company to provide funds for MRGs. Sun Valley Company will commit to continuing to provide funding for its share of MRG costs. Competitor resorts all have different arrangements, but a 50/50 split is the average ratio of resort/community funding obligations.

4. Increased Marketing is Also Needed to Support Current and Future New Air Service

The marketing effort of Sun Valley Marketing Alliance must be significantly focused on the markets where we have direct air service, both now and in the future. The key objective for expansion of air service access is to provide better access opportunities for visitors and local residents. In this way, the actual cost of MRGs will decrease over time and/or service can be established to other new markets.

THE SOLUTION: An Additional LOT Dedicated for Air Service & Marketing

1. Funding Needed: \$2 Million Annually - \$1 M for MRG/Air Service + \$1 M for Marketing

<u>Air Service/MRGs</u>: An annual source of approximately \$1 million would be necessary to fund 50% of the current MRG maximum obligations (Seattle and LA) plus 50% of the likely maximum for one to two additional direct service major markets (the other 50% is assumed to be funded by the Sun Valley Company). The development of these additional direct service opportunities is in progress now, and actual costs will be known in the coming months.

<u>Marketing:</u> The proposed structure would utilize 50% of the funds for MRGs and related expenses and the other 50% for marketing through SVMA. The marketing portion would be at least 50% dedicated to marketing in the metropolitan areas served by non-stop flights, with the remainder earmarked for increased general tourism marketing efforts of SVMA and Hailey Chamber.

2. Source of Funds – LOT increase of 1%

An increase in the LOT of the three LOT-eligible cities is the most feasible source of these funds. A 1% additional tax on all items currently LOT taxed would produce approximately \$2,000,000 per year at current collection levels and would be specifically dedicated to air service support through MRGs and marketing. This increment, which would be subject to a vote in each city, could be separate from the existing LOT, and could be re-evaluated after an initial term of five years.

<u>Legality:</u> The Attorney General, on March 13, 2012, opined in a letter to Rep. Wendy Jaquet that public funding of MRGs is permissible "provided care is taken in their consideration, drafting and adoption."

3. Timeframe

To take advantage of the opportunities available to us, the additional LOT needs to be on the November ballot in all three cities. There is a great deal of work to be done in terms of legal structure, garnering political support, crafting a ballot statement and designing an educational and marketing campaign.

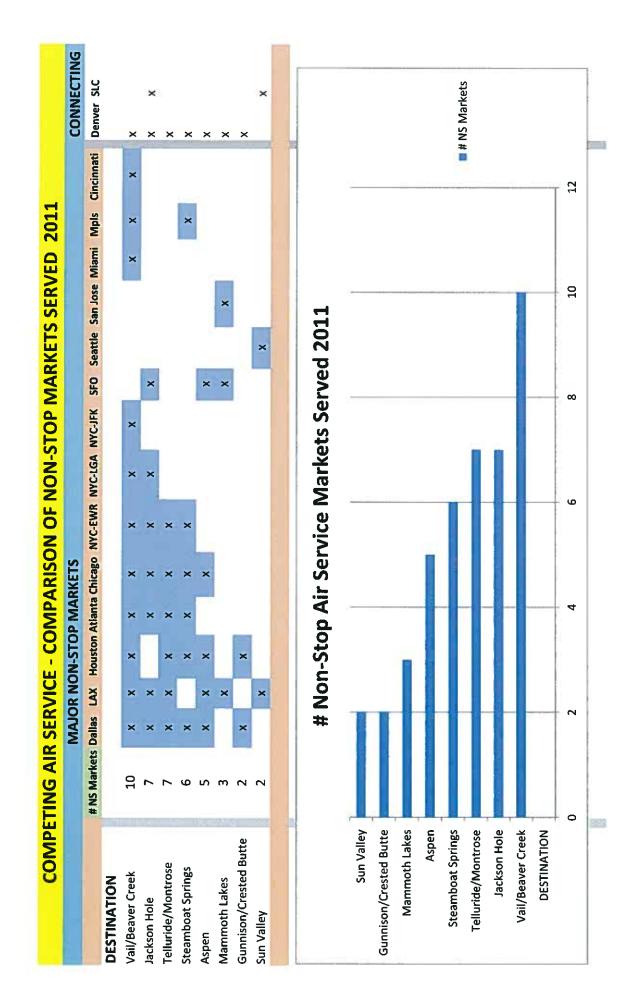
4. Administration/Accountability

Potential structure could be a Joint Powers Authority between Blaine County and whichever cities participate financially in the LOT funding. This JPA would then have authority to contract with organizations such as FSVA and SVMA to provide air service MRG and marketing services.

QUICK Return On Investment FACTS

- 77% OF AIR PASSENGERS INTO SUN are Visitors/Second Homeowners
- EACH NON-STOP MRG SEAT FROM LAX AND SEA COSTS US A MAXIMUM OF \$65.
- EACH VISITOR/SECOND HOMEOWNER WHO FLIES HERE SPENDS \$1750 DURING EACH VISIT.
- \$1750 IN DIRECT SPENDING = \$5000 IN TOTAL ECONOMIC IMPACT (w/multiplier)
- \$65 Max INVESTMENT PER SEAT = \$5000 PER PERSON IN TOTAL ECONOMIC IMPACT PER VISIT
- AND 85% OF LOCAL BUSINESSES SAY AIR SERVICE IS VERY IMPORTANT FOR THEIR FUTURE

BETTER AIR SERVICE = MORE BUSINESS



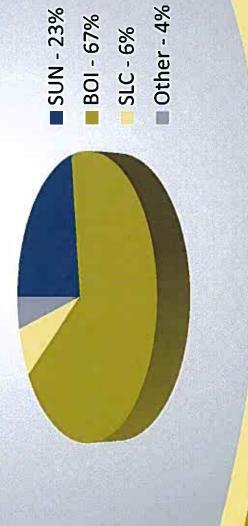
Airport Solutions

Retain/Improve/Develop Air Service

- February 2012 Ms. Trina Froehlich, Mead & Hunt presented a Passenger Demand Analysis (PDA) to the Board
 - Percentage of passengers in SUN catchment area using other airports is significant

Passenger Demand Analysis

Percentage of passengers in SUN catchment area using area airports:



FAA Presentation – 4/2/12

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Airport Solutions

Retain/Improve/Develop Air Service Continued

- Staff is working on a plan for Board consideration that will focus on SUN catchment area
- That plan will likely & initially be in the form of a Mead & Hunt Scope of Work
- The Scope of Work will include the following elements as a minimum:

•	Detailed analysis of leakage variances by season. Analyze differences of seasonal leakage
	by destination to identify possible influences of schedules and fares or other factors on
	leakage.
•	Compare results of Mead & Hunt leakage analysis with resort survey data. Teaming with
	BOI to gather information would be helpful to both communities.
•	Routinely monitor and compare business and leisure airfares from SUN and BOI to top 20
	markets. Compare fares filed by Alaska and Delta from SUN and BOI and also identify
	any lower fares on Southwest, US Airways, United, etc. that may contribute to leakage to
	specific markets.
•	Monitor leisure airfares from key markets including nonstop destinations like Seattle and
	Los Angeles, plus a limited number of other key markets to SUN, BOI and competitive
	resorts. This would track available fares for specific periods such as holidays (Christmas,
	Presidents', Easter) and off-peak periods like mid-January and slack periods between
	seasons.
•	
	rates, other) and determine if there are reasonable changes at SUN that could have a
	meaningful impact in reducing passenger leakage. May require passenger surveys.
•	Review leakage data at the zip code level and identify areas to target for
	improvement. Develop plans to focus on geographic areas with the greatest potential for
	improvement.
•	Re-run ARC travel data seasonally to determine whether marketing efforts, service
	improvements and other value options are having the desired impact in improving SUN
	usage.



Monthly Director's Report March, 2012

1. TRANSPORTATION SERVICES

AIR SERVICE PROGRAM

- Received/reviewed Alaska Airlines booking/MRG projection reports. Promoted spring fare sale on AS flights and Alaska Airlines/SV Resort/SV Film Festival sweepstakes via FSVA outreach channels (social media, Email, press/PR, etc), shared with lodging properties and other local businesses, etc
- Completed negotiations with AS for summer 2011 schedule/contract in conjunction with SV Resort & M&H.
- Ongoing communication/work with M&H consultant re: proforma update, enplanement reports, etc.
- Coordinated and attended meeting with airline partner officials and key FSVA & SVR representatives
- Attended various meetings re: air service with local officials, FMAA, etc.
- Made FSVA presentation at Idaho Travel Council meeting on March 14; worked on presentation information for Sun Valley Board of Realtors March meeting; will make FSVA presentation to SVBR General Membership in April.
- Provided air service data and information for and attended Sustain Blaine Economic Forum in March.

BOISE SHUTTLE SERVICE

Monitored customer service delivery issues, maintained communication.

2. FUNDING

ACCESS SUN VALLEY CARD

- Continued promotion on reduced scale: Created/sent ENews updates updated database of holders and businesses on ongoing basis. Continued promotion of Get It Now Hot Deals!, deals, business participants and other air service news via FSVA Facebook. Promoted new FMAA Airport Solutions Enewsletter.
- Processed 1 new card order. Answered customer and business questions, handled customer & business issues.

STATE/LOCAL FUNDING OPTIONS:

 Continued follow-up/communications with legal counsel, board, stakeholders on assessment of MRG funding. <u>TRANSFERABLE SKI PASSES</u> – no action

FSVA COMMUNITY SKI DAY - no action

3. BOARD/ADMIN BUSINESS

Developed/compiled/distributed all materials for monthly Board Packets; prepared minutes from meeting.
 Prepared Monthly Report. Reviewed Financials, approved invoices/signed & processed checks, reviewed payables list, presented to President for review/approval. Made deposits as needed.

4. **RESEARCH/OTHER**

- Continued work on compiling/tracking relevant comparative data and information of air service re: SUN and within competitive set of ski resorts. Worked with FMAA staff on updating historical seats/enplanement data.
- Compiled monthly issue of FSVA Rocky Mtn Air Services News, and distributed to key stakeholders.



FLY SUN VALLEY ALLIANCE BOARD OF DIRECTORS MEETING Monday, April 9, <u>8:00am – 10:00am</u> – FRIEDMAN MEMORIAL AIRPORT

AGENDA:

- 1. Consent Items:
 - Approval of March Meeting Minutes (attached)
 - Approval of March financials (to be distributed)
 - Review/approval of Draft 2012-13 Budget (attached)
 - Budget Proposals & Presentations to cities, schedules

2. <u>Committee Reports:</u>

Funding Committee:

- Long-term funding legal & strategy update, Brief Sheet (attached)
- FSVA/Air Service Presentations:
 > To SV Board of Realtors on April 10

Programs Committee:

- New fundraising...
- 30th Anniversary of Alaska Airlines service to SUN in Dec 2012

3. Air Service Initiatives/Research/Promotion

- Winter SUN Enplanement Update (to be distributed)
- Alaska Airlines winter booking update/MRG projection from Mead & Hunt (attached);
- Proposed summer fare calendar/promotion schedule (working on with AS/SVMA)
- Update on competing air service (attached)
- New Service Initiatives: March airline meeting recap
- Boise Chamber "Air Service Summit" on May 15
- Airport update Rick
 - ➢ Meeting with FAA 4/2
 - > Proposed Scope of Work for Leakage Study Follow-Up (attached)
- Air service Marketing update Jack & Arlene

Other attachments:

- > March Director Report
- > April Flight News