



A G E N D A
Tuesday, April 25, 2023
8:00 a.m.

PLEASE NOTE: You are able to join the meeting via Zoom - the invitation to the meeting is attached to the email forwarding this agenda.

1. Approve minutes of the Regular Meeting held April 11, 2023.
2. Approve airport vouchers totaling \$251,064.26.
3. Approve individual vouchers:
 - A. MEAD & HUNT - \$4,369.12
Boarding Bridge #4 Project.
 - B. MEAD & HUNT - \$81,990.00
North General Aviation Area Apron Expansion.
 - C. MEAD & HUNT - \$221,550.00
Terminal Apron Expansion.
 - D. MEAD & HUNT - \$985.73
Security Access System Upgrade.
 - E. MEAD & HUNT - \$527,091.00
Terminal Expansion Project.
 - F. MEAD & HUNT - \$8,297.96
Cargo Glycol Sewer Forecmain Design.
 - G. MEAD & HUNT - \$4,485.00
Long Term Parking Lot Expansion Design.
 - H. SUN ELECTRIC - \$67,300.00
Partial Payment Request #11 – Parking Lot Exit Plaza
 - I. SUPERIOR ELECTRIC - \$2,222.10
Partial Payment Request #3 – Westside Terminal HVAC Pathogen Mitigation Project.
 - J. SUPERIOR ELECTRIC - \$3,79.40
Partial Payment Request (Final) – Westside Terminal HVAC Pathogen Mitigation Project.

- K. FORUM COMMUNICATIONS - \$933.93
Legal advertisements (CMAR / South GA Apron Reconstruction / Boarding Bridge #4).
 - L. CUMMING GROUP - \$2,843.75
CMAR Process.
4. Receive March passenger report.
 5. Receive bid tabulation and recommendation of award from Mead & Hunt for Long Term Parking Lot Expansion.
 6. Receive 1st Quarter 2023 marketing report from Flint Group.
 7. Discuss marketing and advertising program.
 8. Receive report from ADK Consulting regarding job review for Airport Operations Specialist.
 9. Receive proposed easements with Cass Rural Water and City of Fargo for pipelines on MAA property to serve NDSP soybean plant in Casselton, ND.
 10. Receive parking study report from Walker Consultants and discuss next steps.
 11. Review MAA Conduct and Code of Ethics Policy.
 12. Airport construction and security update.

Join Zoom Meeting

<https://us02web.zoom.us/j/428180443?pwd=U1hwMGJmVmdyc1ljUGE1Mkl0VnRBdz09>

Meeting ID: 428 180 443

Password: 2801

Dial (669-900-6833) or (253-215-8782)

If necessary, the Municipal Airport Authority may enter into executive session to consider or discuss closed or confidential records or information pursuant to North Dakota Century Code Sections 44-04-19.1, 44-04-19.2., 44-04-24 and 44-04-26.

MUNICIPAL AIRPORT AUTHORITY

Page No. 1

Regular Meeting

Tuesday

April 11, 2023

The Regular Meeting of the Municipal Airport Authority of the City of Fargo, ND was held Tuesday, April 11, 2023, at 8:00 a.m.

Present: Lind (via zoom), Cosgriff (via zoom), Kapitan (via zoom), Ekman, Engen
Absent: None
Others: Bossart

In the absence of the chair and vice chair in the hall, Dobberstein, Secretary of the MAA, called the meeting to order and asked for a motion to elect a chair pro tem.

Ekman moved to elect Engen chair pro tem.
Second by Kapitan.
On the call of the roll, Ekman, Lind, Cosgriff, Kapitan voted aye.
Engen abstained.
Motion carried.

Chair pro tem Engen presiding.

Approved the Minutes of the Regular Meeting Held March 28, 2023:

Ekman moved to approve the minutes of the Regular Meeting held March 28, 2023.
Second by Kapitan.
On the call of the roll, Ekman, Lind, Kapitan, Cosgriff, Engen voted aye.
Motion carried.

Approved the Airport Vouchers Totaling \$258,489.93:

Ekman moved to approve the airport vouchers totaling \$258,489.93.
Second by Kapitan.
On the call of the roll, Ekman, Lind, Kapitan, Cosgriff, Engen voted aye.
Motion carried.

Approved the Individual Vouchers:

Ekman moved to approve the individual vouchers:

- A. VOLAIRE AVIATION - \$1,875.00
Air service data.
- B. FLINT GROUP - \$15,561.25
2023 Airport Marketing Program.
- C. SUN ELECTRIC - \$55,647.00
Partial Payment Request #10, Security System Upgrade.
- D. TL STROH ARCHITECTS - \$1,446.00
Parking Lot Exit Plaza.

Second by Lind.

On the call of the roll, Ekman, Lind, Kapitan, Cosgriff, Engen voted aye.

Motion carried.

Received Proposal from Cumming Group for Phase II of Their CMAR Services, Not to Exceed \$14,820.00:

Ekman moved to approve the proposal from Cumming Group for Phase II of their CMAR Services, not to exceed \$14,280.00.

Second by Lind.

On the call of the roll, Ekman, Lind, Kapitan, Cosgriff, Engen voted aye.

Motion carried.

Authorized Purchase of P5500C Cupping Ramp Plow from M-B Companies (Minnesota State Contract #222955) - \$136,680.85:

Ekman moved to authorize the purchase of a P5500C Cupping Ramp Plow from M-B Companies through the Minnesota State Contract (#222955) at a cost of \$136,680.85.

Second by Lind.

On the call of the roll, Ekman, Lind, Kapitan, Cosgriff, Engen voted aye.

Motion carried.

Authorized Purchase of Two MB5 Multi-Tasking Snow Removal Units from M-B Companies (Minnesota State Contract #222955) - \$988,992.15 each (\$1,977,948.30 Total):

Ekman moved to authorize the purchase of (2) MB5 Multi-Tasking Snow Removal Units from M-B Companies through the Minnesota State Contract (#222955) at a cost of \$988,992.15 each (total cost of \$1,977,948.30).

Second by Lind.

On the call of the roll, Ekman, Lind, Kapitan, Cosgriff, Engen voted aye.

Motion carried.

Received Communication from Kevin and Sheryll Clapp (ADRIC, Inc) Requesting a Five-Year Extension to Their Giftshop Concession Agreement:

Kevin and Sheryll Clapp were recognized via zoom.

Ekman moved to approve a five-year extension to the giftshop concession agreement as requested by Kevin and Sheryll Clapp (ADRIC, Inc.) beyond the current expiration of September 30, 2024.

Second by Lind

On the call of the roll, Ekman, Lind, Kapitan, Cosgriff, Engen voted aye.

Motion carried.

Received Communication from Sky-Dine, Inc. Requesting a Five-Year Extension to Their Food and Beverage Concession Agreement:

Representatives of Sky-Dine, Inc. attending were Terry Northern, in person, and Dustin Sejnoha (via zoom).

Ekman moved to approve the amendment to the lease agreement extending the term through December 31, 2029.

Second by Lind.

On the call of the roll, Ekman, Lind, Kapitan, Cosgriff, Engen voted aye.

Motion carried.

Presentation of CY2022 Audit, PFC Program Audit and Management Report by Brady Martz:

Brian Opsahl, Brady Martz & Associates, was recognized and presented the CY2022 Audit, PFC Program Audit, and Management Report.

Ekman moved to accept the audit report.

Second by Lind.

On the call of the roll, Ekman, Lind, Kapitan, Cosgriff, Engen voted aye.

Motion carried.

Dobberstein stated copies of the audit were sent to the City of Fargo before the deadline and also to Cass County Finance. He added it will also be available on our website.

Ekman Discussed Employee Recognition Program:

Ekman stated she would like to see us revitalize the "High Flyer Award" employee recognition program created by MAA board member Tammy Linn in 2019. She stated there is no reason to recreate the wheel but she would like input from others on how the MAA can recognize our employees for a job well done, as well as employees of airport stakeholders, as recognition is an important part of employee retention.

Airport Construction and Security Update:

Dobberstein reported that the parking lot exit plaza is waiting for some final items, signage, exterior panels on the building. He stated the generator has been installed.

Jeff Klein, Mead & Hunt, stated we will be receiving bids on the long-term parking lot rehabilitation project this week. Bids for the North General Aviation Area Apron Expansion should be received early in May and the terminal apron expansion in June.

The meeting was adjourned until the next Regular Meeting to be held Tuesday, April 25, 2023.

Time at adjournment was 9:10 a.m.

VOUCHERS FOR AUTHORITY APPROVAL - APRIL 25, 2023		
ADK CONSULTING, INC.	COMPENSATION STUDY	\$2,900.00
AG SPRAY EQUIPMENT	PARTS FOR TIMCO SWEEPER - #24	\$29.98
AIRSIDE SOLUTIONS, INC.	AIRFIELD LIGHTING SUPPLIES	\$865.39
ALLIED UNIVERSAL SECURITY SERVICES	SECURITY GUARD SERVICE MARCH 17-23	\$3,778.30
A-OX WELDING SUPPLY	WELDING SUPPLIES - MAINT SHOP	\$30.81
BDT MECHANICAL, LLC	PLUMBING SERVICE CALL - W. TERMINAL	\$319.09
BERGSTROM ELECTRIC, INC.	ADJUST FIXTURE ON LIGHT POLE - W. TERM RAMP	\$1,040.00
BERT'S TRUCK EQUIPMENT	PARTS FOR EQUIPMENT #40	\$2,650.00
CENTRAL DOOR & HARDWARE	INSTALL WINDOWS IN INTERIOR DOORS - MAINT SHOP	\$400.00
CITY OF FARGO	POLICE HOURS AT AIRPORT - MARCH 2023	\$29,756.27
CITY OF FARGO	WATER, SEWER, GARBAGE	\$4,138.56
CITY OF FARGO	UTILITIES - STORM SEWER	\$459.17
EPIC WELDING & MANUFACTURING, INC.	REPAIRS - EQUIPMENT #40	\$190.00
FARGO TIRE SERVICE, INC.	EQUIP PARTS, REPAIRS	\$268.60
FARGO TIRE SERVICE, INC.	EQUIP REPAIRS	\$176.08
GH JANITORIAL SERVICE	CLEANING TSA OFFICES - W. TERMINAL - MARCH	\$440.00
HAUGEN MOECKEL & BOSSART	LEGAL SERVICES - MARCH 2023	\$4,550.00
KOTACO FUEL & PROPANE	DIESEL - PARKING LOT GENERATOR	\$880.82
LIBERTY BUSINESS SYSTEMS, INC.	SERVICE CALL - PRINTER	\$200.00
LIBERTY BUSINESS SYSTEMS, INC.	TONER - OFFICE PRINTER	\$90.00
M.J. DALSIN CO. OF ND, INC.	ROOF REPAIRS - W. TERMINAL	\$773.67
MASTER CONSTRUCTION	SNOW CLEARING - EMPLOYEE LOT, US CUSTOMS, E. TERM	\$4,000.00
NEW DEAL DEICING	SOLID AIRFIELD DEICER	\$26,962.18
NORTHERN PLAINS MECHANICAL, LLC	PIPING INSTALLATION - MAINT SHOP	\$12,103.00
PRECISION CONCRETE CUTTERS, INC.	FILL VOID IN ELEVATOR SHAFT - W. TERMINAL	\$6,000.00
PRORESOURCES CORPORATION	PAYROLL, TAXES, FEES APRIL 3-16, 2023	\$102,457.14
R & R PETROLEUM EQUIPMENT	COMPLIANCE TESTING - FUEL TANK	\$350.00
S&L COMPUTER SERVICES, INC.	TECH SERVICES	\$140.00
S&L COMPUTER SERVICES, INC.	TECH SERVICES - ARFF	\$70.00
S&L COMPUTER SERVICES, INC.	TECHNICAL SERVICES - ARFF	\$253.00
S&L COMPUTER SERVICES, INC.	TECHNICAL SERVICES - ADMIN	\$591.00
SANDERS METAL PRODUCTS INC.	REPLACE SNOW SKID PADS - SNOW REMOVAL EQUIP	\$318.80
SANDERS METAL PRODUCTS INC.	FABRICATED FIXTURE FOR AIRFIELD LIGHTING	\$182.30
SIGN SOLUTIONS USA, LLC	SIGNANGE - PUBLIC AREAS	\$573.27
SYN-TECH SYSTEMS	MAINT SERVICE CONTRACT - FUELMASTER SYSTEM	\$1,175.00
TITAN MACHINERY INC.	EQUIPMENT PARTS - SNOWBLOWER	\$605.17
TRANSOURCE TRUCK & EQUIPMENT, INC.	EQUIP REPAIRS (3 SNOW REMOVAL UNITS)	\$19,008.61
XCEL ENERGY	NATURAL GAS, ELECTRICITY - W. TERM, US CUSTOMS	\$22,338.05
		\$251,064.26



Long Term Parking Lot Expansion
Hector International Airport
Fargo, North Dakota
BID OPENING: Thursday, April 13, 2023 @ 4:00 PM



LONG TERM PARKING LOT EXPANSION					ENGINEER'S ESTIMATE		BORDER STATES PAVING, INC.		NORTHERN IMPROVEMENT CO.	
ITEM #	SPEC	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Parking Lot Expansion										
1		General & Special Provisions	LS	1	\$70,000.00	\$70,000.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00
2	C-105	Mobilization	LS	1	\$70,000.00	\$70,000.00	\$55,000.00	\$55,000.00	\$28,000.00	\$28,000.00
3		Traffic Control	LS	1	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00
4		Erosion Control	LS	1	\$1,000.00	\$1,000.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00
5	FAR 1050-1	Sawcut Bituminous Pavement	LF	1,031	\$5.00	\$5,155.00	\$15.00	\$15,465.00	\$2.80	\$2,886.80
6	FAR 1050-2	Sawcut PCC Pavement	LF	178	\$10.00	\$1,780.00	\$15.00	\$2,670.00	\$7.00	\$1,246.00
7	FAR 1050-3	Remove Bituminous Pavement	SY	170	\$15.00	\$2,550.00	\$15.00	\$2,550.00	\$14.00	\$2,380.00
8	FAR 1050-4	Remove PCC Pavement	SY	1,636	\$15.00	\$23,040.00	\$15.00	\$23,040.00	\$10.00	\$15,360.00
9	FAR 1050-5	Remove Curb & Gutter	LF	1,150	\$10.00	\$11,500.00	\$10.00	\$11,500.00	\$3.00	\$3,450.00
10	FAR 1050-6	Remove Concrete Bollards & Foundation	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
11	FAR 1050-7	Remove Concrete Pads	LS	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
12	FAR 1050-8	Remove Concrete Islands	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
13	FAR 1050-9	Remove 12" RCP	LF	43	\$40.00	\$1,720.00	\$30.00	\$1,290.00	\$38.50	\$1,655.50
14	FAR 1050-10	Remove Catch Basin	EA	2	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$2,310.00	\$4,620.00
15	FAR 1050-11	Remove & Salvage Guardrail	LF	760	\$8.00	\$6,080.00	\$10.00	\$7,600.00	\$9.90	\$7,524.00
16	FAR 1050-12	Remove Tree	EA	13	\$500.00	\$6,500.00	\$500.00	\$6,500.00	\$765.00	\$9,945.00
17	FAR 1050-13	Obviate Pavement Markings	LF	800	\$2.00	\$1,600.00	\$3.00	\$2,400.00	\$2.55	\$2,040.00
18	FAR 1050-14	Remove Existing Light & Foundation	EA	2	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$1.00	\$2.00
19	FAR 1050-15	Remove Sign & Concrete Foundation	EA	3	\$500.00	\$1,500.00	\$400.00	\$1,200.00	\$500.00	\$1,500.00
20	FAR 1200-1	Cap Sanitary Sewer Service	LS	1	\$1,000.00	\$1,000.00	\$2,650.00	\$2,650.00	\$2,750.00	\$2,750.00
21	FAR 1500-1	12" RCP	LF	224	\$125.00	\$28,000.00	\$100.00	\$22,400.00	\$143.00	\$32,032.00
22	FAR 1500-2	27" Inlet	EA	2	\$4,000.00	\$8,000.00	\$2,650.00	\$5,300.00	\$3,630.00	\$7,260.00
23	FAR 1500-3	60" Manhole	EA	1	\$10,000.00	\$10,000.00	\$19,800.00	\$19,800.00	\$20,350.00	\$20,350.00
24	FAR 2000-1	Earthwork	LS	1	\$50,000.00	\$50,000.00	\$115,000.00	\$115,000.00	\$50,000.00	\$50,000.00
25	FAR 2050-1	Geotextile Fabric	SY	4,740	\$2.50	\$11,850.00	\$3.00	\$14,220.00	\$3.70	\$17,538.00
26	FAR 2070-1	6" Crushed Concrete Base Course	SY	4,740	\$10.00	\$47,400.00	\$10.80	\$51,192.00	\$9.90	\$46,926.00
27	FAR 2300-1	5" PCC Pavement	SY	59	\$125.00	\$7,375.00	\$127.00	\$7,493.00	\$110.00	\$6,490.00
28	FAR 2400-1	Asphalt Paving - Wear Course	TN	525	\$105.00	\$55,125.00	\$100.00	\$52,500.00	\$95.00	\$49,875.00
29	FAR 2400-2	Asphalt Paving - Base Course	TN	785	\$105.00	\$82,425.00	\$100.00	\$78,500.00	\$95.00	\$74,575.00
30	FAR 3100-1	Seeding - Type B	AC	0.1	\$10,000.00	\$1,000.00	\$18,600.00	\$1,860.00	\$19,250.00	\$1,925.00
31	FAR 3100-2	Mulching - Bonded Fiber Matrix	SY	412	\$4.00	\$1,648.00	\$4.25	\$1,751.00	\$4.40	\$1,812.80
32	FAR 4000-1	Pavement Marking - 4" Yellow Paint	LF	5,253	\$1.50	\$7,879.50	\$0.76	\$3,992.28	\$1.35	\$7,091.55
33	260000	Remove Abandoned Electrical Service Pedestals, Junction Boxes and Incidentals	LS	1	\$10,000.00	\$10,000.00	\$2,650.00	\$2,650.00	\$2,750.00	\$2,750.00
34	260000	Parking Lot Lighting Feeder, 3#6, 1 1/4" SCH 40 PVC, Trenched	LF	400	\$3.00	\$1,200.00	\$26.30	\$10,520.00	\$27.30	\$10,920.00
35	260000	Remove Parking Lot Light Pole and Twin Head Luminaires, Remove Concrete Base, Salvage Pole and Luminaires for Reinstallation	EA	2	\$2,000.00	\$4,000.00	\$1,590.00	\$3,180.00	\$2,475.00	\$4,950.00
36	260000	Install Salvaged Twin Head Light Pole and Luminaires on New Concrete Base	EA	2	\$5,000.00	\$10,000.00	\$8,670.00	\$17,340.00	\$9,000.00	\$18,000.00
37	260000	Modify Existing Single Cobra Head Pole, Install Twin Cobra Head and Additional Luminaire	EA	2	\$5,000.00	\$10,000.00	\$2,920.00	\$5,840.00	\$3,025.00	\$6,050.00
38	260000	Eliminate Pull Boxes, 24"x36"	EA	2	\$3,000.00	\$6,000.00	\$796.00	\$1,592.00	\$825.00	\$1,650.00
39	260000	Relocate 4"x4" Pull Boxes, Power and Fiber Optic and Incidentals	LS	1	\$8,000.00	\$8,000.00	\$14,600.00	\$14,600.00	\$19,000.00	\$19,000.00
40	NS-133-1	Install Bollard	EA	8	\$2,000.00	\$16,000.00	\$902.00	\$7,216.00	\$2,200.00	\$17,600.00
41		Install Salvaged Guardrail	LF	337	\$17.00	\$5,729.00	\$34.70	\$11,693.90	\$36.00	\$12,132.00
Pavement Rehabilitation										
1		Traffic Control	LS	1	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
2		Full Depth Pavement Repair	SY	1,942	\$80.00	\$155,360.00	\$75.00	\$145,650.00	\$65.00	\$126,230.00
3		Bituminous Crack Repair (<1/4")	LF	2,500	\$3.00	\$7,500.00	\$2.05	\$5,125.00	\$1.50	\$3,750.00
4		Bituminous Crack Repair (<2" to >1/4")	LF	2,500	\$4.00	\$10,000.00	\$2.05	\$5,125.00	\$2.25	\$5,625.00
5		Large Crack Repair (>2")	LF	4,100	\$10.00	\$41,000.00	\$5.40	\$22,140.00	\$15.55	\$63,755.00
6	FAR 4000-1	Pavement Marking - 4" Yellow Paint	LF	494	\$3.00	\$1,482.00	\$1.00	\$494.00	\$1.35	\$666.90
TOTAL BID					\$836,398.50		\$858,859.18		\$727,313.55	

I, 1-66 Kline HEREBY CERTIFY THAT 2 BIDS WERE RECEIVED, OPENED, AND READ ALOUD AND 0 BIDS WERE REJECTED ON THURSDAY, APRIL 13, 2023 @ 4:00 PM

**Municipal Airport Authority of the City of Fargo
Hector International Airport**



JOB REVIEW



PO Box 330906
Atlantic Beach, FL 32233

P: 844-577-4400, ext 817
E: sybil@adkexecutivesearch.com

Introduction

The Hector International Airport (FAR) contracted ADK Consulting and Executive Search to provide a review of the Airport Operations Specialist position. Specifically, the title and salary based on evaluation of similar positions at airports of similar size, complexity, governance structure, and business activity as FAR.

This report provides a detailed analysis of the market data and alternative titles and salary adjustments. Of course, our recommendations are just that; the Executive Director is ultimately responsible for determining the best course of action for the Airport. Our objective is to provide this research to facilitate the decision-making process.

Recommendations made in this report assume that the FAR desires to compensate at wages that are market competitive to meet the objectives of attracting and retaining skilled and competent staff members providing safe and business-friendly services.

Background

ADK has significant experience conducting compensation studies for the aviation industry. We utilized knowledge of the industry to ensure that the salary data evaluated has the appropriate allocation to the FAR environment, responsibilities, and expectations.

When conducting a compensation survey, current salaries as well as the labor market for like positions is key to determining an appropriate salary range and strategic philosophy in respect to retaining and rewarding staff members.

Disclaimers

The survey results represent an impartial, objective, and reasonable comparison to the specific market for comparable human capital upon which recommendations can be made utilizing applicable interpretations and formulas.

This report provides an analysis of market data for salary without complete evaluation of other monetary and non-monetary benefits.

To maintain anonymity of the airport participants and to comply with the Sherman Antitrust Act of 1890, specific information provided by the participants is not identified in this report, other than to disclose the names of the airports that participated in the study.

This report does not represent legal advice or financial consultative advice beyond providing market information.

Survey Source

ACI-NA Compensation and Benefits Survey - USA, Western Management Group (WMG)

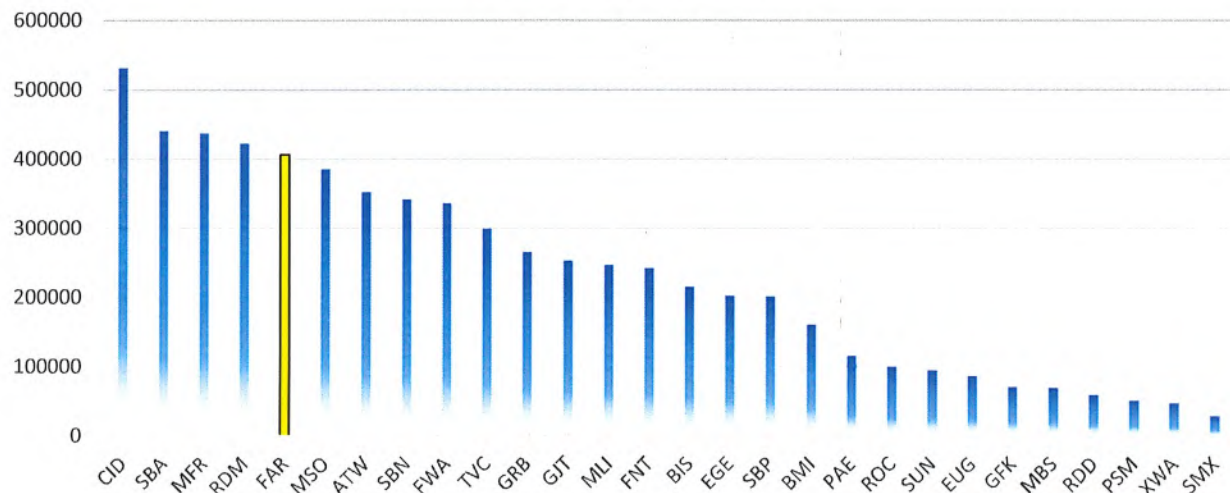
WMG is an independent compensation survey company not affiliated with ACI-NA. WMG collected data from 129 US Airport/Airport Systems. The airports reported data for up to 133 key airport jobs. The survey includes data for 14,589 incumbents.

This study used a custom dataset including airports defined as Smallest. ACI-NA calculates airport size as a function of the airport's passenger and cargo activity. The passenger and cargo levels are accounted for through the determination of an airport's "traffic units" (TUs). ACI-NA defines airport operators' size as the total TUs for all airports in that operator's airport system for the calendar year 2020 as follows: Smallest (S-B) = 0 to 999,999 Small (S-A) = 1,000,000 to 4,900,000 Medium (M) = 4,900,001 to 19,500,000 Large (L) = 19,500,001 and above.

ATW	Appleton International Airport
FNT	Bishop International
BIS	Bismarck Municipal
BMI	Central IL Regional/Bloomington Normal
TVC	Cherry Capital
EGE	Eagle County Regional
FWA	Fort Wayne International
ROC	Frederick Douglas/Greater Rochester International
SUN	Friedman Memorial
GFK	Grand Forks International
GJT	Grand Junction Regional
GRB	Green Bay - Austin Straubel International
FAR	Hector International
EUG	Mahlon Sweet Field

MBS	MBS International
MSO	Missoula Montana
PSM	Portsmouth International at Pease
MLI	Quad Cities International
RDD	Redding Municipal
RDM	Roberts Field
MFR	Rogue Valley International - Medford
SBP	San Luis Obispo County Regional Airport
SBA	Santa Barbara Municipal
SMX	Santa Maria Public/Capt G Allan Hancock Field
PAE	Snohomish County Airport (Paine Field)
SBN	South Bend International
CID	The Eastern Iowa
XWA	Williston Basin International

ENPLANEMENTS



Market Comparison

The FAR job description is most similar to the ACI-NA Airport Operations Specialist job description. The FAR job description contains additional elevated responsibilities performed on an irregular basis. Those responsibilities are like the ACI-NA Manager Airport Security and Manager Airport Operations positions. *The ACI-NA Survey data is included at the end of this report.*

Each position was given a weight based on the approximate amount of time the incumbent spends performing the job duties of the respective position.

Airport Operations Specialist (55%)

Represents airport management in overseeing daily operations of the airport, with airside emphasis (even when terminal/landside responsibility is included) focusing on safety and efficiency. Performs most or all of the following functions: monitors airfield safety and security to ensure compliance with Federal regulations and airport/airport system rules, policies and procedures; monitors weather, wildlife activity and movement of aircraft; opens and closes airport movement areas as conditions warrant; issues Notices to Airmen (NOTAMs); coordinates snow removal and responds to emergency situations until relieved. Market Control Point = \$58,288

Manager Airport Security (40%)

Ensures the airport's operational and program compliance with federal regulations and corresponding airport/airport system rules, policies and procedures that provide the basis for safe, secure, orderly and efficient airfield operations. Develops airport/airport system rules and procedures. Typically develops airport security and emergency plans. Ensures standards and compliances are met to maintain various security department accreditations and programs. May lead or supervise pass and identification badging functions as well as Transportation Security Administration Directives and background investigations. Market Control Point = \$91,415

Manager Airport Operations (5%)

Manages all airside operations of a full-service airport (typically through direct or second level supervision of shift staff) overseeing day to day operations and ensuring compliance with federal and legislative regulations and airport rules, policies and procedures that provide the basis for safe, secure, orderly and efficient airfield operations. May also have responsibility for the management of terminal or landside operations, but airside responsibility is key to matching this survey job. Market Control Point = \$102,596

It is common to "blend" the pay data of relevant positions to recognize the mix of responsibilities. ADK used the 50th percentile; the point at which half of the data in the array is below, and half is above; as the Market Control Point. The Blended Market Rate was calculated by multiplying the determined percentages by the Market Control Point and summing the totals.

Position	Market Control Point	% Performed	Calculated Rate
Airport Operations Specialist	\$58,288	55%	\$32,058
Manager Airport Security	\$91,415	40%	\$36,566
Manager Airport Operations	\$102,596	5%	\$ 5,130
Blended Market Rate			\$73,754

Proposed Pay Grade

The blended market rate of \$73,754 falls between the midpoints of the airport pay grades A10 and A20. It is recommended to add a pay grade to the airport pay structure to provide a better fit for the position in the payscale. The proposed A15 pay grade has a midpoint of \$73,828, suitably between A10 and A20.

Grade	Position Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Range Spread
A15	Airport Operations Specialist	Hourly	\$ 30.08	\$ 31.16	\$ 32.25	\$ 33.33	\$ 34.41	\$ 35.49	\$ 36.58	\$ 37.66	\$ 38.74	\$ 39.83	\$ 40.91	36%
		Bi-weekly	\$ 2,406	\$ 2,493	\$ 2,580	\$ 2,666	\$ 2,753	\$ 2,840	\$ 2,926	\$ 3,013	\$ 3,099	\$ 3,186	\$ 3,273	
		Monthly	\$ 5,214	\$ 5,402	\$ 5,589	\$ 5,777	\$ 5,965	\$ 6,152	\$ 6,340	\$ 6,528	\$ 6,715	\$ 6,903	\$ 7,091	
		Annual	\$ 62,566	\$ 64,819	\$ 67,071	\$ 69,323	\$ 71,576	\$ 73,828	\$ 76,080	\$ 78,333	\$ 80,585	\$ 82,837	\$ 85,090	

The A15 pay grade displayed above also correlates to the City of Fargo pay scale midpoint per the DBM classification for the position, \$73,841*. *As calculated by multiplying the midpoint of the City of Fargo 2022 pay scale per the DBM classification by the 2023 CoL of 3.5%.

Position Title Alternatives

The ACI-NA survey offered the following alternate titles: Airfield Operations Officer; Aviation Operations Representative, Aviation Services Specialist, and Winter Seasonal Foreman. It is our recommendation to keep the current title or revise to Airport Operations and Security Specialist.

**2023 DETAIL REPORT**

REPORT ID =

Organization: Municipal Airport Authority The City of Fargo - S-B

Report Selection Criteria

Airport Size:	Smallest-B (smallest)
Survey Job Code:	OPR-M1-A - Manager Airport Operations OPR-P2-A - Airport Operations Specialist SEC-M1-A - Manager Airport Security
Geographic Area - Region:	MT - Mountain: CO, MT, UT, WY MW - Midwest: IA, IL, IN, KS, KY, MI, MN, MO, ND, NE, OH, SD, WI NE - Northeast: CT, MA, ME, NH, NJ, NY, PA, RI, VT NW - Northwest: ID, OR, WA PA - California/Nevada: CA, NV ZZ-OTHER
Age to Date (MM/DD/YYYY):	01/01/2023
Aging Factor (%):	4

Organizations Meeting Report Selection Criteria

Appleton International Airport - S-B	Bishop International Airport Authority - S-B
Bismarck Airport - S-B	Bloomington Normal Airport Authority - S-B
Cedar Rapids Airport Commission - S-B	City of Redding Airports Division - S-B
Eagle County Regional Airport - S-B	Eugene Airport - S-B
Evansville-Vanderburgh Airport Authority District - S-B	Fort Wayne-Allen County Airport Authority - S-B
Friedman Memorial Airport - S-B	Grand Forks Regional Airport Authority - S-B
Grand Junction Regional Airport Authority - S-B	Green Bay - Austin Straubel International Airport - S-B
Idaho Falls Regional Airport - S-B	Jackson County Airport Authority - S-B
Lancaster Airport Authority - S-B	MBS International Airport Commission - S-B
McClellan Jet Services - S-B	Metropolitan Airport Authority of Rock Island County - S-B
Missoula County Airport Authority - S-B	Morristown Municipal Airport - S-B
Northwestern Regional Airport Authority - S-B	Pease Development Authority - S-B
Redmond Municipal Airport - S-B	Rochester Airport Company - S-B
San Bernardino International Airport Authority - S-B	San Luis Obispo County Regional Airport - S-B
Santa Barbara Airport - S-B	Santa Maria Public Airport - S-B
Snohomish County Airport (Paine Field) - S-B	St. Joseph County Airport Authority - S-B
Williston Basin International Airport, City of Williston - S-B	

**OPR-P2-A Airport Operations Specialist**

Represents airport management in overseeing daily operations of the airport, with airside emphasis (even when terminal/landside responsibility is included) focusing on safety and efficiency. Performs most or all of the following functions: monitors airfield safety and security to ensure compliance with Federal regulations and airport/airport system rules, policies and procedures; monitors weather, wildlife activity and movement of aircraft; opens and closes airport movement areas as conditions warrant; issues Notices to Airmen (NOTAMs); coordinates snow removal and responds to emergency situations until relieved. Typically reports to Airport Operations Duty Manager (survey job no. OPR-M0-A) or Manager Airport Operations (survey job no. OPR-M1-A). If airside responsibility regularly rotates among positions in the same job class where some positions have terminal or landside responsibility, you may match all of these positions to this survey job. If your position supervises or leads a team on shift match it to Airport Operations Duty Manager (survey job no. OPR-M0-A).

PAY TYPE DISPLAYED: Annual Rate

	Established Ranges			Annual Current Paid Rates			
	Range Minimum	Control / Midpoint	Range Maximum	Annual Base Pay	Variable Cash for Performance	Profit Sharing	Total Cash
Employee Weighted Average	\$50,198	\$59,453	\$70,131	\$58,933			\$59,004
Simple/Unweighted Average	\$52,129	\$61,165	\$71,500	\$59,802			\$60,156
10th Percentile	\$39,764	\$47,043	\$54,323	\$43,950			\$43,950
25th Percentile	\$42,732	\$50,513	\$59,231	\$48,121			\$48,121
50th Percentile	\$49,488	\$58,288	\$71,176	\$53,413			\$53,413
75th Percentile	\$52,578	\$64,925	\$78,739	\$66,049			\$66,049
90th Percentile	\$65,297	\$72,875	\$83,879	\$78,021			\$80,144
Number Of Organizations	16	16	16	22	1	1	22
Number Of Employees	67	70	67	110	1	1	110

SEC-M1-A Manager Airport Security

Ensures the airport's operational and program compliance with federal regulations and corresponding airport/airport system rules, policies and procedures that provide the basis for safe, secure, orderly and efficient airfield operations. Develops airport/airport system rules and procedures. Typically develops airport security and emergency plans. Ensures standards and compliances are met to maintain various security department accreditations and programs. May lead or supervise pass and identification badging functions as well as Transportation Security Administration Directives and background investigations. Typically reports to survey Director Public Safety (survey job no. SEC-M3-A). The key to matching this survey job is primary and special continuing responsibility for the airport's security under FAA and TSA or Transport Canada and CATSA regulations; if this responsibility rotates between positions, do not match them to this survey job.

PAY TYPE DISPLAYED: Annual Rate

	Established Ranges			Annual Current Paid Rates			
	Range Minimum	Control / Midpoint	Range Maximum	Annual Base Pay	Variable Cash for Performance	Profit Sharing	Total Cash
Employee Weighted Average	\$81,596	\$84,488	\$106,395	\$80,859			\$80,859
Simple/Unweighted Average	\$81,596	\$84,488	\$106,395	\$80,859			\$80,859
10th Percentile	\$73,132	\$58,466	\$98,006	\$59,218			\$59,218
25th Percentile	\$75,778	\$64,210	\$101,680	\$63,427			\$63,427
50th Percentile	\$81,344	\$91,415	\$109,697	\$84,052			\$84,052
75th Percentile	\$87,326	\$98,694	\$111,132	\$87,686			\$87,686
90th Percentile	\$90,402	\$100,224	\$111,458	\$102,650			\$102,650
Number Of Organizations	5	7	5	8			8
Number Of Employees	5	7	5	8			8

**OPR-M1-A Manager Airport Operations**

Manages all airside operations of a full service airport (typically through direct or second level supervision of shift staff) overseeing day to day operations and ensuring compliance with federal and legislative regulations and airport rules, policies and procedures that provide the basis for safe, secure, orderly and efficient airfield operations. May also have responsibility for the management of terminal or landside operations, but airside responsibility is key to matching this survey job. Typically reports to Manager Airport (survey job no. OPR-M3-A) or higher level management. Do not match your position to this survey job if it does not have airside operations management responsibility airport-wide.

PAY TYPE DISPLAYED: Annual Rate

	Established Ranges			Annual Current Paid Rates			
	Range Minimum	Control / Midpoint	Range Maximum	Annual Base Pay	Variable Cash for Performance	Profit Sharing	Total Cash
Employee Weighted Average	\$90,059	\$107,573	\$120,036	\$107,306			\$113,176
Simple/Unweighted Average	\$90,059	\$107,573	\$120,036	\$107,306			\$113,176
10th Percentile	\$73,024	\$86,893	\$98,006	\$83,848			\$83,848
25th Percentile	\$75,778	\$91,279	\$107,639	\$87,686			\$87,686
50th Percentile	\$88,555	\$102,596	\$116,932	\$101,426			\$101,426
75th Percentile	\$94,916	\$109,386	\$127,618	\$121,758			\$121,758
90th Percentile	\$115,074	\$143,843	\$142,352	\$135,804			\$135,804
Number Of Organizations	11	12	11	16		1	16
Number Of Employees	11	12	11	16		1	16

Empty Cell = No data or insufficient data for analysis.



New Soybean Processing Plant Adds Value to North Dakota Soybeans

We appreciate your support for this important agricultural project.

Benefits for Farmers

- ✓ A new market for North Dakota soybeans
- ✓ Fast unloading speed, creating efficient truck turn times
- ✓ Positive impact on soybean prices

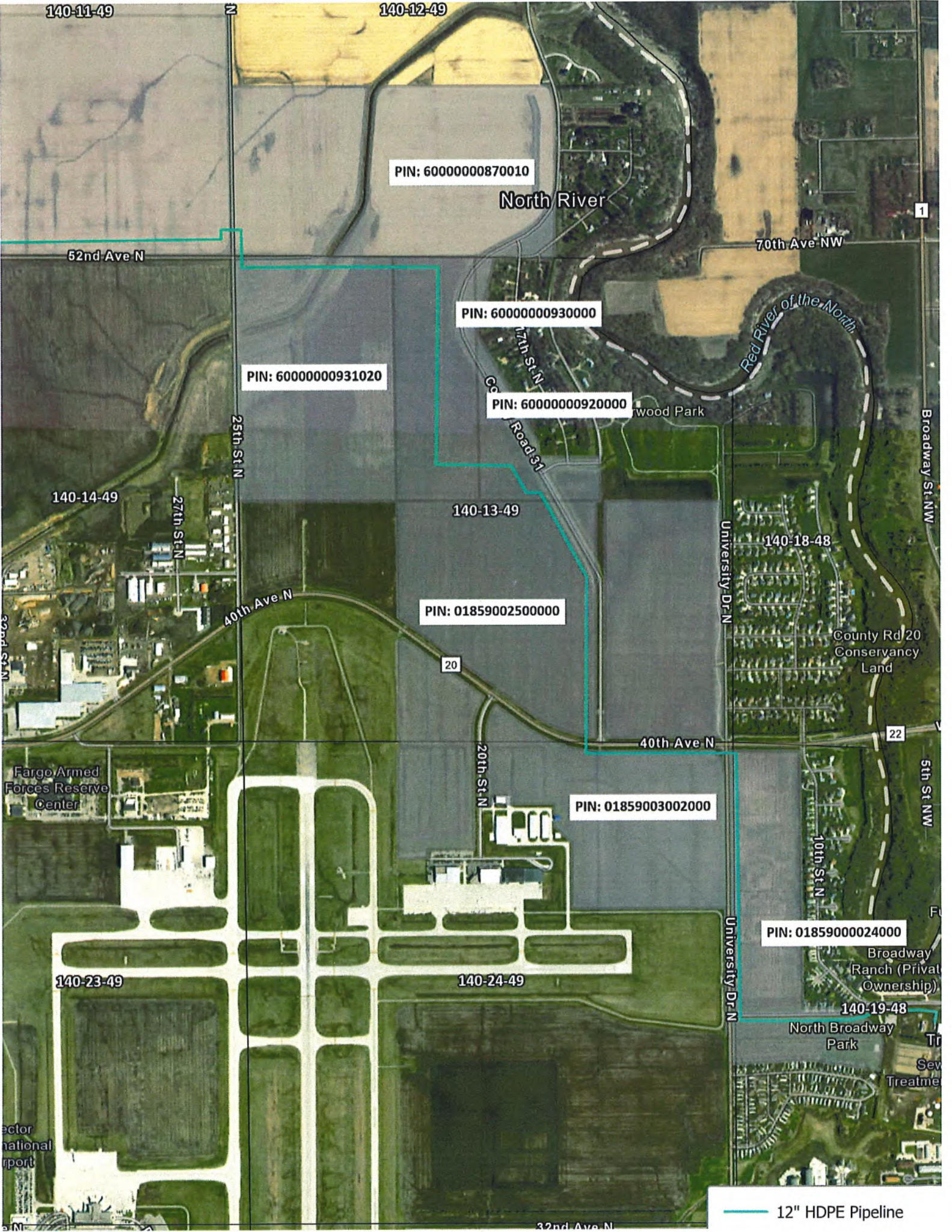
Words from Local Leaders

“ Eastern North Dakota is a national leader in soybean production. This new North Dakota Soybean Processors facility expands market access, increases value for local soybean producers, and drives investment back into the local communities. Ventures like this are because of the hard work of state, local, and industry leaders working together to show North Dakota is a great place to do business. ”

– Senator Kevin Cramer

“ This project is part of a tectonic shift in North Dakota agriculture and energy – shifting away from exporting all our raw commodities out of state for processing and shifting toward adding value to those commodities right here at home, reducing transport costs and improving the prices paid to soybean growers. ”

– Governor Doug Burgum



PIN: 60000000870010

North River

70th Ave NW

PIN: 60000000930000

PIN: 60000000931020

PIN: 60000000920000

Wood Park

Red River of the North

140-13-49

PIN: 01859002500000

140-18-48

County Rd 20
Conservancy Land

40th Ave N

PIN: 01859003002000

PIN: 01859000024000

Broadway
Ranch (Private
Ownership)

140-19-48

North Broadway
Park

Sev
Treatme

12" HDPE Pipeline

PIPELINE EASEMENT

THIS EASEMENT is made this ____ day of _____, 2023, by the Municipal Airport Authority of the City of Fargo, a North Dakota political subdivision, with a post office address of PO Box 2845, Fargo, North Dakota 58108-2845 ("Grantor"); and the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 ("Grantee").

RECITALS

A. Grantee and Cass Rural Water Users District are in the process of jointly developing, constructing, and improving water supply project in certain portions of Cass County, North Dakota (the "Project").

B. Grantor owns certain real property in the vicinity of the Project, an area where Grantee will have to install, construct, operate, and maintain underground pipelines and associated appurtenances.

C. Grantor has agreed to convey to Grantee a permanent easement and a temporary construction easement, as more specifically described below, for purposes of installing, constructing, operating, and maintaining underground pipelines and associated appurtenances to accommodate the Project.

D. Grantor agrees to grant and convey to Grantee a permanent easement and a temporary construction easement in, on, under, through, over, and across the property described below, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Easement Property.** Grantor grants and conveys to Grantee a permanent easement, including the easement rights described in this Easement, in, on, under, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit A.**

The property described above is, collectively, the "Permanent Easement Property." A true and accurate copy of a Certificate of Survey of the Permanent Easement Property is attached as **Exhibit C** (the "Survey").

2. **Easement Rights.** Under this Easement, Grantor grants to Grantee, and Grantee's officers, employees, agents, representatives, consultants, and contractors, this permanent and perpetual easement in, on, under, through, over, and across the Easement Property for the following purposes: ingress and egress; constructing, installing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing water pipelines and all associated appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property; and the right to perform any other work necessary and incident to the construction, installation, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of water pipelines and all associated appurtenances, together with all necessary and reasonable rights of ingress and egress to and from the Easement Property.

3. **Easement Runs With the Easement Property.** This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are perpetual and will run with the Easement Property, and will be binding upon Grantor's heirs, successors, and assigns.

4. **Temporary Construction Easement.** In addition to the permanent easement rights granted to Grantee under this Easement, Grantor also grants and conveys to Grantee a temporary easement, in, on, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit B.**

The property described above is, collectively, the "Temporary Easement Property." The Survey attached as **Exhibit C** includes a true and accurate copy of a Certificate of Survey of the Temporary Construction Easement Property. Grantee, and Grantee's officers, employees, agents, representatives, consultants, and contractors, may enter upon the Temporary Easement Property for purposes of the initial installation and construction of Grantee's water lines and associated appurtenances. Grantee's temporary construction easement rights in the Temporary Easement Property will expire three years from the date of this Easement, or upon final installation of the water lines and appurtenant facilities, whichever occurs sooner. Grantee will return the Temporary Easement Property to its previous condition upon the expiration of the Grantee's temporary

easement rights, or upon Grantee's completion of installation, whichever occurs sooner, ordinary wear and tear excepted and taking into consideration the nature of Grantee's activities.

5. **Easement Property.** The property described above as the "Permanent Easement Property" and as the "Temporary Easement Property" is collectively referred to as the "Easement Property."

6. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

7. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

8. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

9. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

10. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee, and must be recorded in the Cass County Recorder's Office.

11. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]

**THE MUNICIPAL AIRPORT AUTHORITY
OF THE CITY OF FARGO**

By: _____
John Cosgriff, Chair

ATTEST:

Shawn A. Dobberstein, A.A.E.
Executive Director

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared John Cosgriff and Shawn A. Dobberstein, A.A.E., to me known to be the Chair and Executive Director, respectively, of the Municipal Airport Authority of the City of Fargo, a North Dakota political subdivision, and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the Municipal Airport Authority of the City of Fargo.

Notary Public, Cass County, ND

(SEAL)

CITY OF FARGO

By: _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Timothy J. Mahoney, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, a North Dakota municipal corporation, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public, Cass County, ND

(SEAL)

EXHIBIT A

Legal Description of the Permanent Easement Property

SECTION 13 PERMANENT EASEMENTS

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13;
thence S02°46'15"E on the west line of said NE1/4 a distance of 2264.95 feet to the Point of Beginning;
thence N88°33'59"E a distance of 378.15 feet;
thence S31°45'35"E a distance of 344.03;
thence N88°10'37"E a distance of 132.70 feet;
thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4. The north sideline of the first call of said easement abuts the south sideline of the City of Fargo Watermain Easement as described in Doc. 1228696, Cass Co. Recorder's Office. The easterly and north sidelines of the second, third, and fourth calls of said easement abut the westerly and south lines of the City of Fargo Watermain Easement as described in Doc. 1611124, Cass Co. Recorder's Office.

Said easement contains 0.66 acres, more or less.

AND

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13;
thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning;
thence S88°33'59"W a distance of 421.22 feet;
thence N02°03'45"W a distance of 2,152.70 feet;
thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement. The north and east sidelines of said easement abut the south and west sidelines of the City of Fargo Watermain Easement as described in Doc. 1228697, Cass Co. Recorder's Office.

Said easement contains 2.47 acres, more or less.

AND

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13;
thence S88°12'05"W on the north line of said SE1/4 a distance of 1935.11 feet to the Point of Beginning;

thence S31°45'35"E a distance of 947.17 feet;

thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Ave N right-of-way. The easterly sideline of the first call of said easement abuts the westerly sideline of the City of Fargo Watermain Easement as described in Doc. 1496874, Cass Co. Recorder's Office. The east sideline of the second call of said easement abuts the west sideline of the City of Fargo Watermain Easement as described in Doc. 1228698, Cass Co. Recorder's Office.

Said easement contains 1.85 acres, more or less.

SECTION 19 PERMANENT EASEMENTS

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19;

thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet;

thence N88°14'08"E a distance of 50.00 feet to the the Point of Beginning;

thence continuing N88°14'08"E a distance of 57.01 feet;

thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,482.09 feet to the south line of said NW1/4, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the N University Dr right-of-way. The west sideline of said easement abuts the east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1274702, Cass Co. Recorder's Office.

Said easement contains 1.75 acres, more or less.

AND

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 19;
thence N88°07'53"E on the north line of said SW1/4 a distance of 107.01 feet, to the Point of Beginning;

thence S02°31'47"E parallel with the west line of said SW1/4 a distance of 395.59 feet;

thence N87°27'55"E a distance of 1,212.01 feet;

thence N80°23'19"E a distance of 111.13 feet;

thence N67°32'29"E a distance of 103.04 feet to the west line of the 10th St N right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the north line of said SW1/4 and west line of said 10th St N right-of-way. The west sideline of the first call of said easement abuts east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1274703, Cass Co. Recorder's Office. The north and northerly sidelines of the second, third, and fourth calls of said easement abut the south and southerly sidelines of the City of Fargo Watermain Easement as described in Doc. 1228700, Cass Co. Recorder's Office.

Said easement contains 1.25 acres, more or less.

SECTION 24 PERMANENT EASEMENT

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24;

thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet;

thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 33.00 feet to the Point of Beginning;

thence continuing S88°03'04"W parallel with said north line a distance of 1,465.10 feet;

thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the west line of the N University Dr right-of-way and south line of said 40th Ave N right-of-way.

The north sideline of said easement abuts the south sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1248461, Cass Co. Recorder's Office.

Said parcel contains 1.07 acres, more or less.

EXHIBIT B

Legal Description of the Temporary Construction Easement Property

SECTION 13 TEMPORARY CONSTRUCTION EASEMENTS

NE¼ TCE 1:

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13;
thence S02°46'15"E on the west line of said NE1/4 a distance of 2264.95 feet to the Point of Beginning;
thence N88°33'59"E a distance of 378.15 feet;
thence S31°45'35"E a distance of 344.03;
thence N88°10'37"E a distance of 132.70 feet;
thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4.

Said tract contains 0.31 acres, more or less.

NE¼ TCE 2:

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13;
thence S02°46'15"E on the west line of said NE1/4 a distance of 2264.95 feet to the Point of Beginning;
thence N88°33'59"E a distance of 378.15 feet;
thence S31°45'35"E a distance of 344.03;
thence N88°10'37"E a distance of 132.70 feet;
thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4.

Said tract contains 0.34 acres, more or less.

NW¼ TCE 1:

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13;
thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning;

thence S88°33'59"W a distance of 421.22 feet;

thence N02°03'45"W a distance of 2,152.70 feet;

thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement.

Said tract contains 1.24 acres, more or less.

NW¼ TCE 2:

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13;
thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning;

thence S88°33'59"W a distance of 421.22 feet;

thence N02°03'45"W a distance of 2,152.70 feet;

thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement.

Said tract contains 1.23 acres, more or less.

SE¼ TCE 1:

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13;
thence S88°12'05"W on the north line of said SE1/4 a distance of 1935.11 feet to the Point of Beginning;
thence S31°45'35"E a distance of 947.17 feet;
thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Ave N right-of-way, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Ave N right-of-way.

Said tract contains 0.92 acres, more or less.

SE¼ TCE 2:

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13;
thence S88°12'05"W on the north line of said SE1/4 a distance of 1935.11 feet to the Point of Beginning;
thence S31°45'35"E a distance of 947.17 feet;
thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Ave N right-of-way, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Ave N right-of-way.

Said tract contains 0.92 acres, more or less.

SECTION 19 TEMPORARY CONSTRUCTION EASEMENTS

NW¼ TCE 1:

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19;
thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet;
thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning;
thence continuing N88°14'08"E a distance of 57.01 feet;
thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,482.09 feet to the south line of said NW1/4, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the N University Dr right-of-way.

Said tract contains 0.86 acres, more or less.

NW¼ TCE 2:

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19;
thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet;
thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning;
thence continuing N88°14'08"E a distance of 57.01 feet;
thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,482.09 feet to the south line of said NW1/4, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the N University Dr right-of-way.

Said tract contains 0.89 acres, more or less.

SW¼ TCE 1:

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW¼) of Section 19;
thence N88°07'53"E on the north line of said SW¼ a distance of 107.01 feet, to the Point of Beginning;
thence S02°31'47"E parallel with the west line of said SW¼ a distance of 395.59 feet;
thence N87°27'55"E a distance of 1,212.01 feet;
thence N80°23'19"E a distance of 111.13 feet;
thence N67°32'29"E a distance of 103.04 feet to the west line of the 10th St N right-of-way, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SW¼ and west line of said 10th St N right-of-way.

Said tract contains 0.65 acres, more or less.

SW¼ TCE 2:

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW¼) of Section 19;
thence N88°07'53"E on the north line of said SW¼ a distance of 107.01 feet, to the Point of Beginning;
thence S02°31'47"E parallel with the west line of said SW¼ a distance of 395.59 feet;
thence N87°27'55"E a distance of 1,212.01 feet;
thence N80°23'19"E a distance of 111.13 feet;
thence N67°32'29"E a distance of 103.04 feet to the west line of the 10th St N right-of-way, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SW¼ and west line of said 10th St N right-of-way.

Said tract contains 0.61 acres, more or less.

SECTION 24 TEMPORARY CONSTRUCTION EASEMENTS

TCE 1:

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24;
thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet;
thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 33.00 feet to the Point of Beginning;
thence continuing S88°03'04"W parallel with said north line a distance of 1,465.10 feet;
thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Ave N right-of-way, and there terminating.
The sidelines of said easement shall be lengthened or shortened to intersect with the west line of the N University Dr right-of-way and south line of said 40th Ave N right-of-way.

Said tract contains 0.55 acres, more or less.

TCE 2:

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

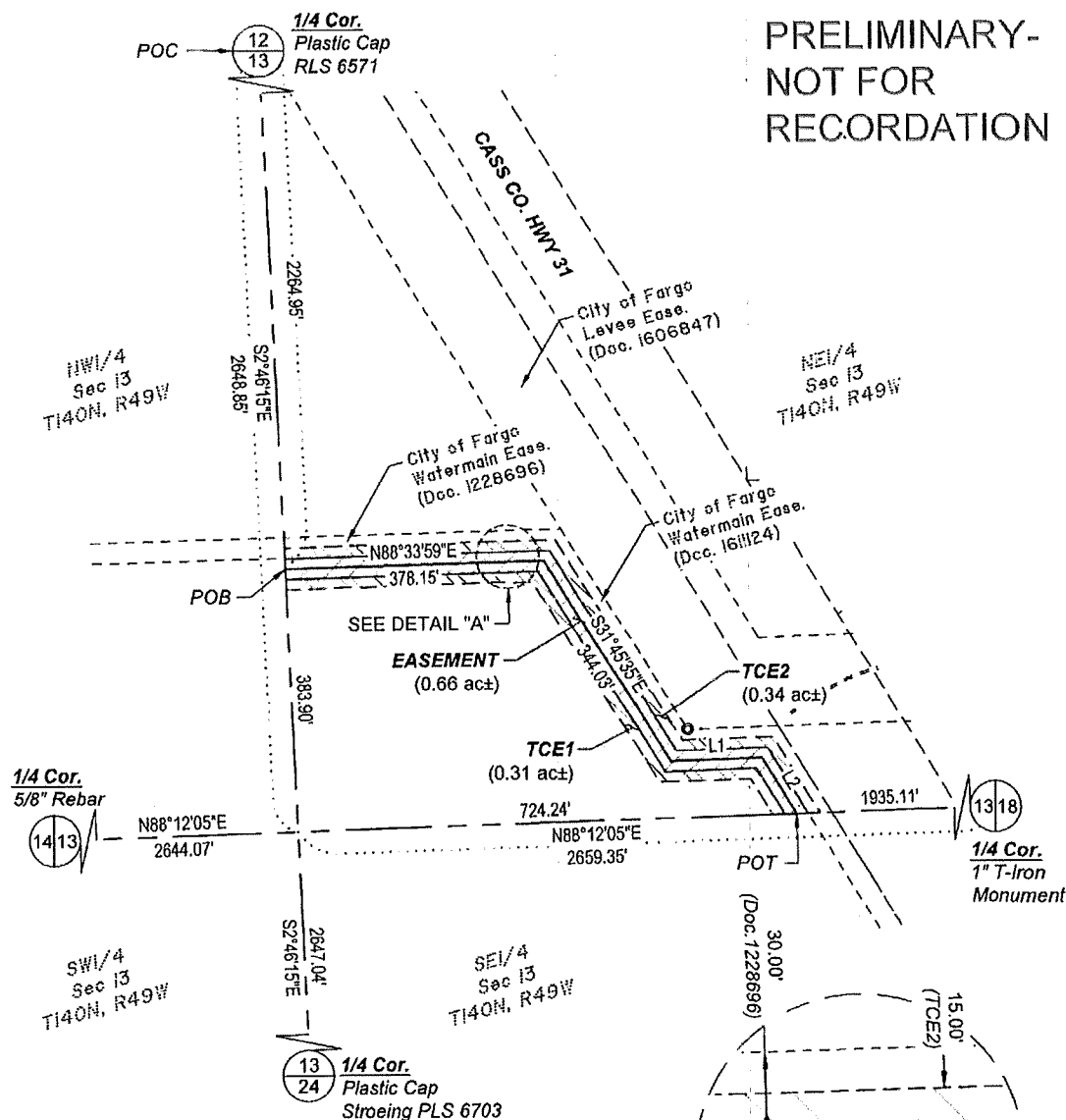
Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24;
thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet;
thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 33.00 feet to the Point of Beginning;
thence continuing S88°03'04"W parallel with said north line a distance of 1,465.10 feet;
thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Ave N right-of-way, and there terminating.
The sidelines of said easement shall be lengthened or shortened to intersect with the west line of the N University Dr right-of-way and south line of said 40th Ave N right-of-way.

Said tract contains 0.52 acres, more or less.

EXHIBIT C

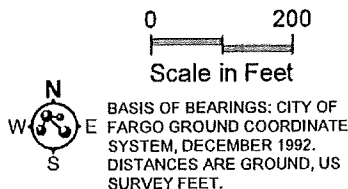
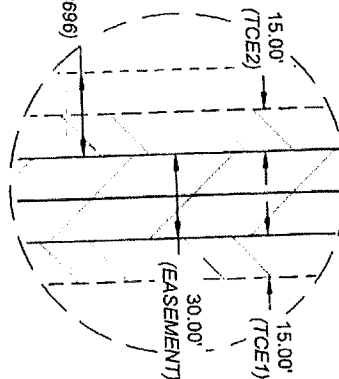
**Copy of Certificate of Survey of the Permanent Easement Property and
the Temporary Easement Property**

PRELIMINARY-
NOT FOR
RECORDATION



LINE TABLE		
Line	Length	Bearing
L1	132.70'	N88°10'37\"E
L2	96.30'	S31°45'35\"E

DETAIL "A"
1" = 50'



- LEGEND**
- SECTION LINE
 - 1/4 LINE
 - EXIST. PARCEL LINE
 - EXIST. EASEMENT LINE
 - NEW EASEMENT LINE
 - NEW TCE LINE
 - NEW PERMANENT EASEMENT
 - NEW TEMP. CONST. EASE. (TCE)
 - FND IRON MON. W/ PLASTIC CAP
 - FND IRON MON.

PROJECT NO: P05024-2022-001	CERTIFICATE OF SURVEY		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:	Part of the Northeast Quarter Section 13, T140N, R49W, Cass County, North Dakota	CHECKED BY: NS
	Advanced Engineering and Environmental Services, LLC www.ae26.com		APPROVED BY: TL
	FILE: W:\Cass Rural Water District\05024-2022-001\CAD Dwg\Survey\Easements\City of Fargo Coord System\13-140-49\13-140-49 NE4 COF WM Ease.dwg		

PROPOSED CITY OF FARGO UTILITY EASEMENT - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13;

thence S02°46'15"E on the west line of said NE1/4 a distance of 2264.95 feet to the Point of Beginning;

thence N88°33'59"E a distance of 378.15 feet;

thence S31°45'35"E a distance of 344.03;

thence N88°10'37"E a distance of 132.70 feet;

thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4. The north sideline of the first call of said easement abuts the south sideline of the City of Fargo Watermain Easement as described in Doc. 1228696, Cass Co. Recorder's Office. The easterly and north sidelines of the second, third, and fourth calls of said easement abut the westerly and south lines of the City of Fargo Watermain Easement as described in Doc. 1611124, Cass Co. Recorder's Office.

Said easement contains 0.66 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13;

thence S02°46'15"E on the west line of said NE1/4 a distance of 2264.95 feet to the Point of Beginning;

thence N88°33'59"E a distance of 378.15 feet;

thence S31°45'35"E a distance of 344.03;

thence N88°10'37"E a distance of 132.70 feet;

thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4.

Said tract contains 0.31 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13;

thence S02°46'15"E on the west line of said NE1/4 a distance of 2264.95 feet to the Point of Beginning;

thence N88°33'59"E a distance of 378.15 feet;

thence S31°45'35"E a distance of 344.03;

thence N88°10'37"E a distance of 132.70 feet;

thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4.

Said tract contains 0.34 acres, more or less.


CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

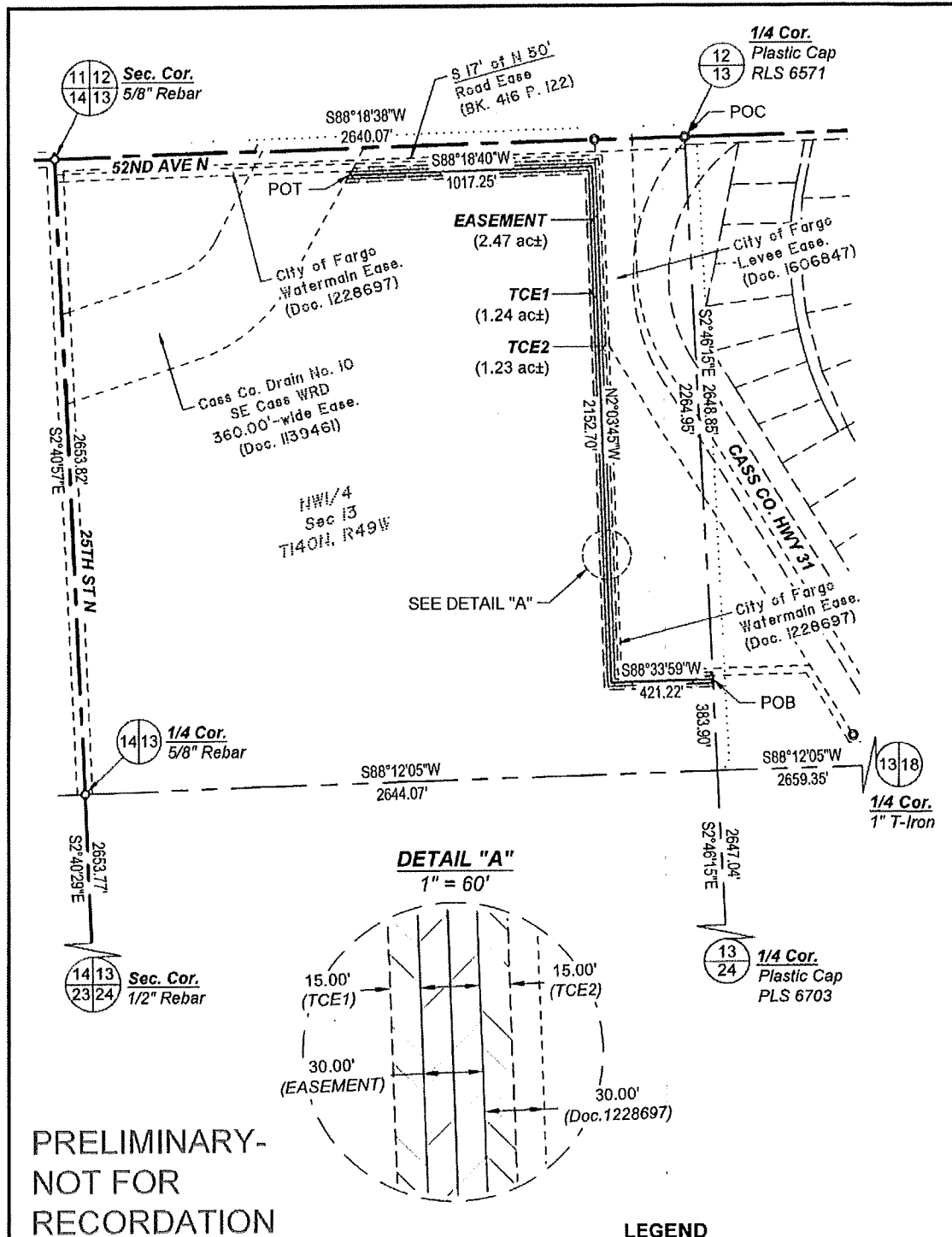
Thomas M. Lambrecht
ND Reg. No. 9539

**PRELIMINARY-
NOT FOR
RECORDATION**

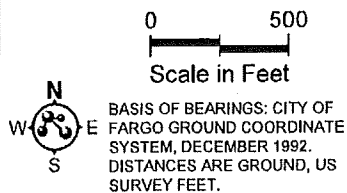
PAGE 2 OF 2

PROJECT NO: P05024-2022-001	CERTIFICATE OF SURVEY		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:		CHECKED BY: NS
	Part of the Northeast Quarter Section 13, T140N, R49W, Cass County, North Dakota		APPROVED BY: TL

Advanced Engineering and Environmental Services, LLC www.ae2s.com



PRELIMINARY-
NOT FOR
RECORDATION




SECTION LINE
1/4 LINE
EXIST. PARCEL LINE
EXIST. EASEMENT LINE
NEW EASEMENT LINE
NEW TCE LINE

LEGEND

NEW PERMANENT EASEMENT
NEW TEMP. CONST. EASE. (TCE)
FND IRON MON. W/ PLASTIC CAP
FND IRON MON.

PAGE 1 OF 2

PROJECT NO: P05024-2022-001	C E R T I F I C A T E O F S U R V E Y		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:		CHECKED BY: NS
	Part of the Northwest Quarter		APPROVED BY: TL
	Section 13, T140N, R49W, Cass County, North Dakota		
	Advanced Engineering and Environmental Services, LLC www.ae2s.com		

PROPOSED CITY OF FARGO UTILITY EASEMENT - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13;
thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning;
thence S88°33'59"W a distance of 421.22 feet;
thence N02°03'45"W a distance of 2,152.70 feet;
thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.
The sidelines of said easement shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement. The north and east sidelines of said easement about the south and west sidelines of the City of Fargo Watermain Easement as described in Doc. 1228697, Cass Co. Recorder's Office.

Said easement contains 2.47 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13;
thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning;
thence S88°33'59"W a distance of 421.22 feet;
thence N02°03'45"W a distance of 2,152.70 feet;
thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement.

Said tract contains 1.24 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13;
thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning;
thence S88°33'59"W a distance of 421.22 feet;
thence N02°03'45"W a distance of 2,152.70 feet;
thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement.

Said tract contains 1.23 acres, more or less.


CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

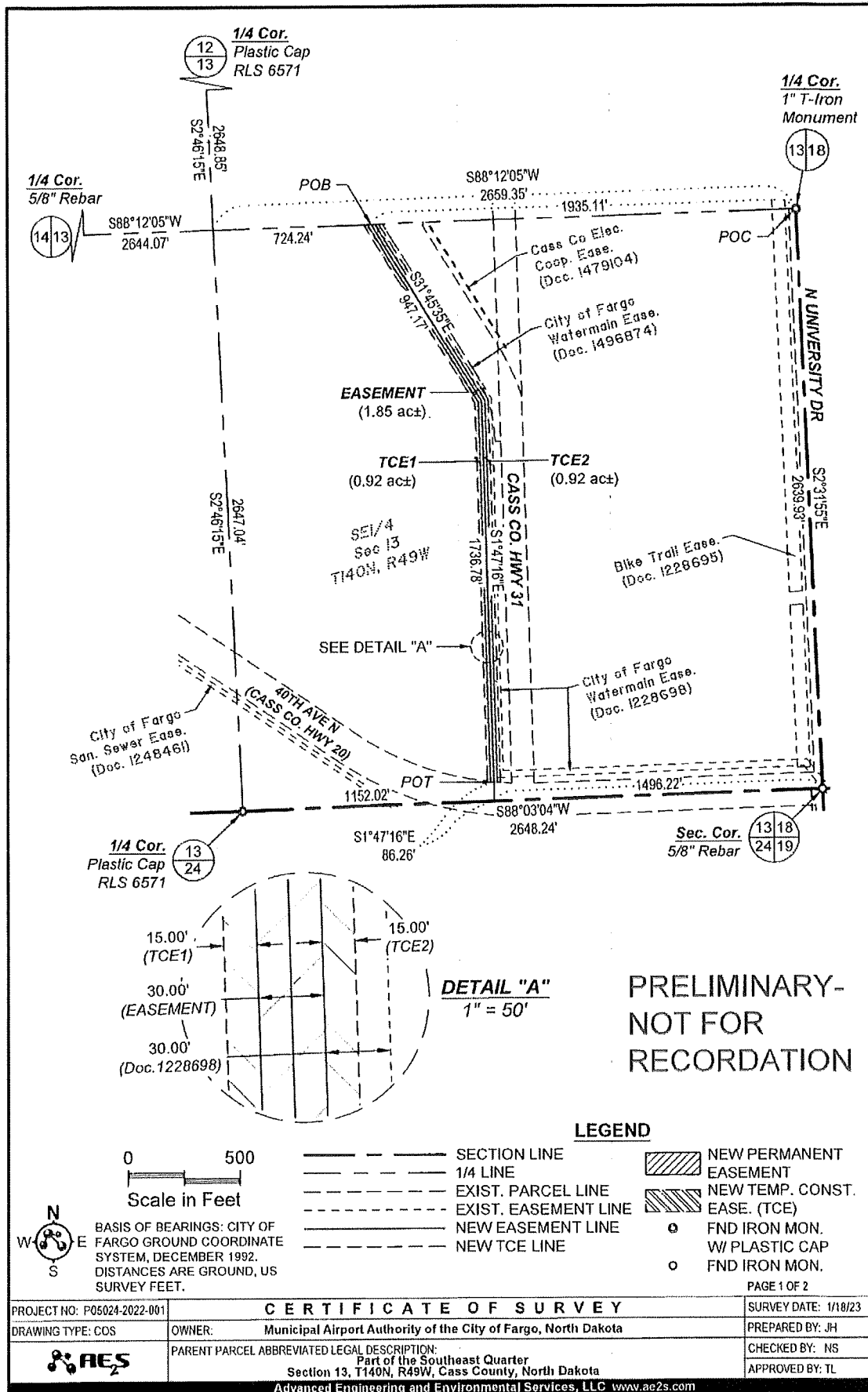
Thomas M. Lambrecht
ND Reg. No. 9539

**PRELIMINARY-
NOT FOR
RECORDATION**

PAGE 2 OF 2

PROJECT NO: P05024-2022-001	CERTIFICATE OF SURVEY		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:		CHECKED BY: NS
	Part of the Northwest Quarter Section 13, T140N, R49W, Cass County, North Dakota		APPROVED BY: TL

Advanced Engineering and Environmental Services, LLC www.ae2s.com



PROPOSED CITY OF FARGO UTILITY EASEMENT - LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13;
thence S88°12'05"W on the north line of said SE1/4 a distance of 1935.11 feet to the Point of Beginning;
thence S31°45'35"E a distance of 947.17 feet;
thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Ave N right-of-way. The easterly sideline of the first call of said easement abuts the westerly sideline of the City of Fargo Watermain Easement as described in Doc. 1496874, Cass Co. Recorder's Office. The east sideline of the second call of said easement abuts the west sideline of the City of Fargo Watermain Easement as described in Doc. 1228698, Cass Co. Recorder's Office.

Said easement contains 1.85 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13;
thence S88°12'05"W on the north line of said SE1/4 a distance of 1935.11 feet to the Point of Beginning;
thence S31°45'35"E a distance of 947.17 feet;
thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Ave N right-of-way.

Said tract contains 0.92 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13;
thence S88°12'05"W on the north line of said SE1/4 a distance of 1935.11 feet to the Point of Beginning;
thence S31°45'35"E a distance of 947.17 feet;
thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Ave N right-of-way.


Said tract contains 0.92 acres, more or less.

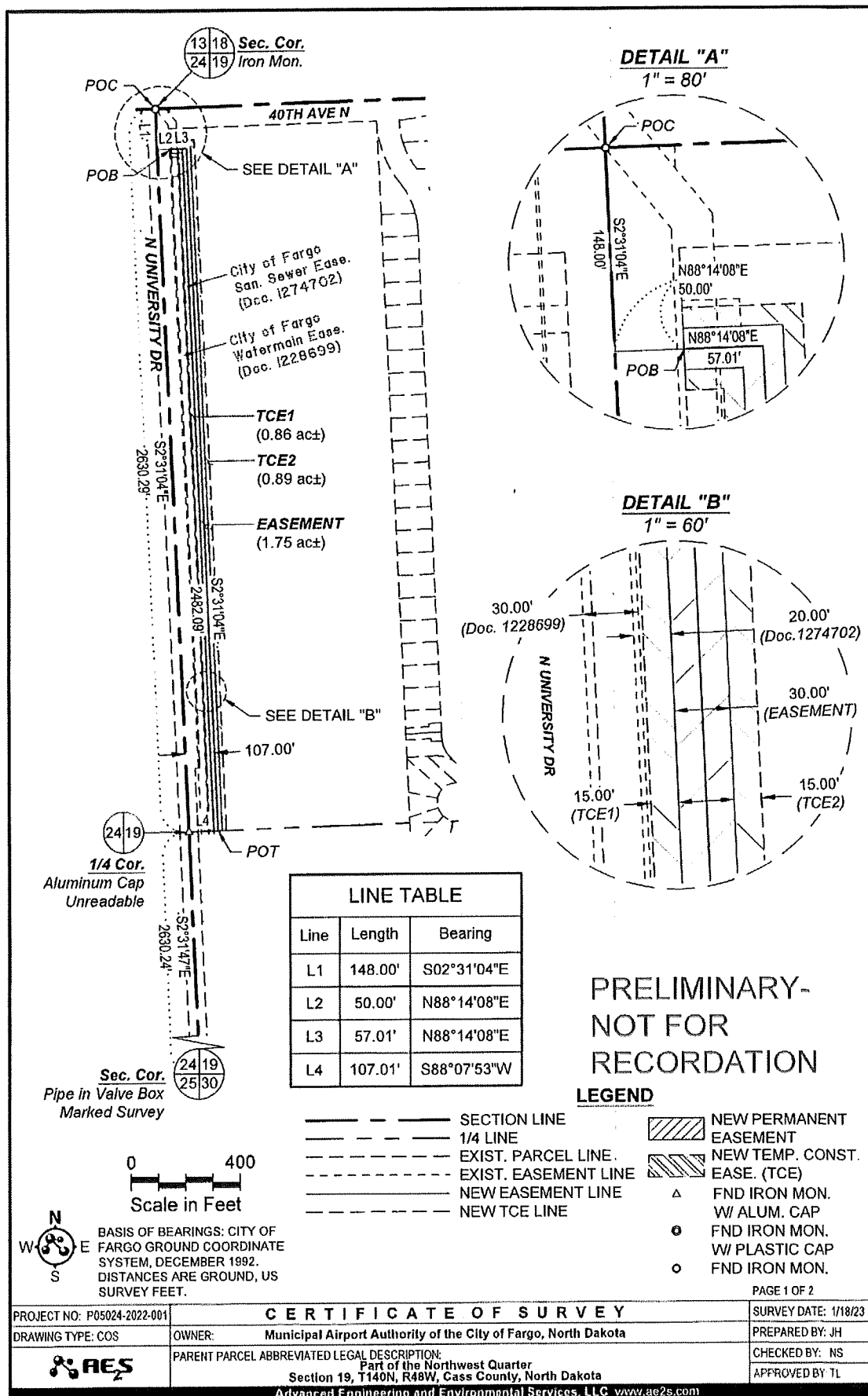
CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

Thomas M. Lambrecht
ND Reg. No. 9539

PRELIMINARY-
NOT FOR
RECORDATION

PROJECT NO: P05024-2022-001		C E R T I F I C A T E O F S U R V E Y		PAGE 2 OF 2
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota		SURVEY DATE: 1/18/23
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:			PREPARED BY: JH
	Part of the Southeast Quarter			CHECKED BY: NS
	Section 13, T140N, R49W, Cass County, North Dakota			APPROVED BY: TL
	Advanced Engineering and Environmental Services, LLC www.ae2s.com			



PROPOSED CITY OF FARGO UTILITY EASEMENT - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19;

thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet;

thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning;

thence continuing N88°14'08"E a distance of 57.01 feet;

thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,482.09 feet to the south line of said NW1/4, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the N University Dr right-of-way. The west sideline of said easement abuts the east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1274702, Cass Co. Recorder's Office.

Said easement contains 1.75 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19;

thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet;

thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning;

thence continuing N88°14'08"E a distance of 57.01 feet;

thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,482.09 feet to the south line of said NW1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the N University Dr right-of-way.

Said tract contains 0.86 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19;

thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet;

thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning;

thence continuing N88°14'08"E a distance of 57.01 feet;

thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,482.09 feet to the south line of said NW1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the N University Dr right-of-way.

Said tract contains 0.89 acres, more or less.


CERTIFICATE OF SURVEYOR

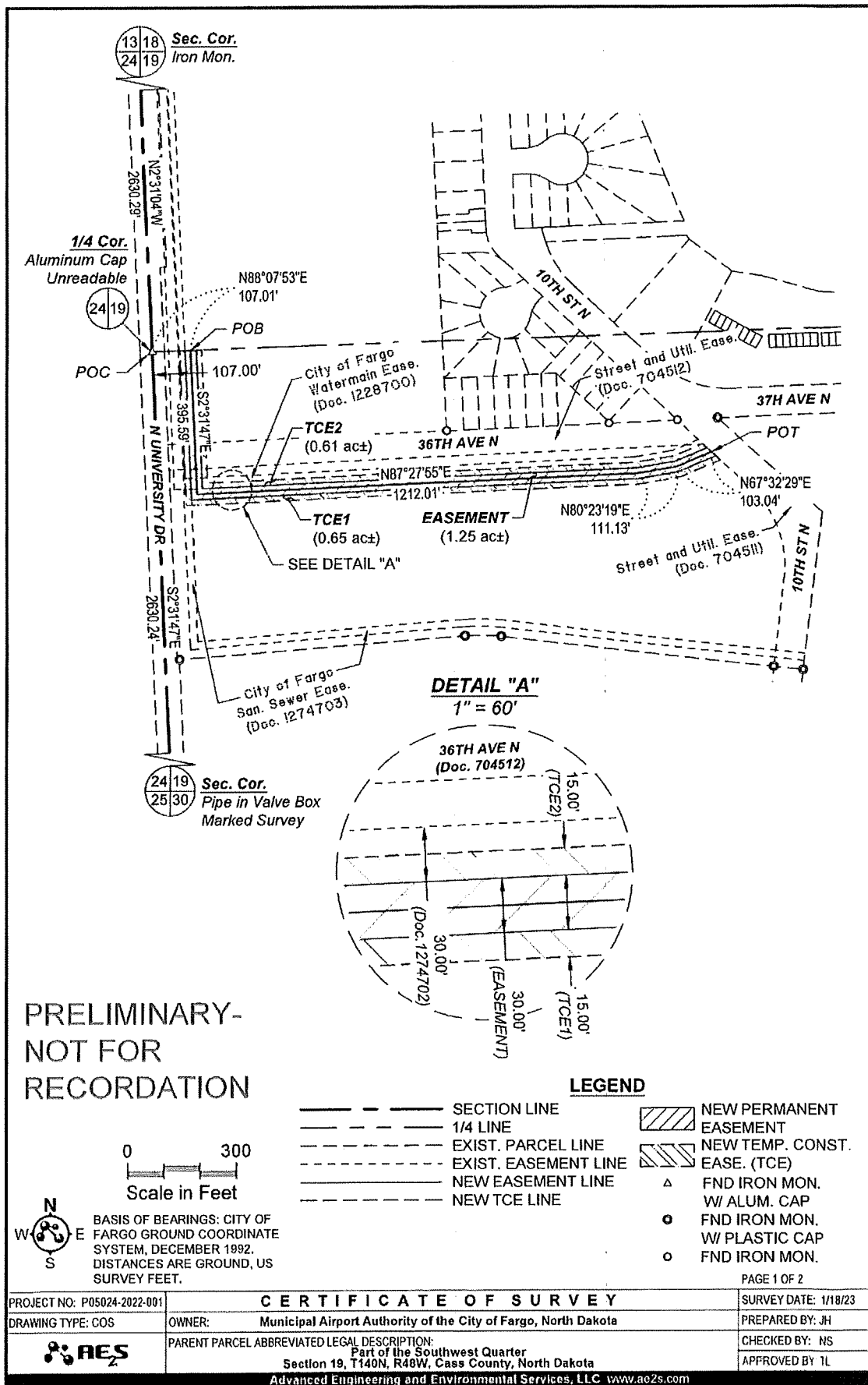
I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

Thomas M. Lambrecht
ND Reg. No. 9539

**PRELIMINARY-
NOT FOR
RECORDATION**

PAGE 2 OF 2

PROJECT NO: P05024-2022-001	C E R T I F I C A T E O F S U R V E Y		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:		CHECKED BY: NS
	Part of the Northwest Quarter Section 19, T140N, R48W, Cass County, North Dakota		APPROVED BY: TL
Advanced Engineering and Environmental Services, LLC www.ae2s.com			



PROPOSED CITY OF FARGO UTILITY EASEMENT - LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 19;
thence N88°07'53"E on the north line of said SW1/4 a distance of 107.01 feet, to the Point of Beginning;
thence S02°31'47"E parallel with the west line of said SW1/4 a distance of 395.59 feet;
thence N87°27'55"E a distance of 1,212.01 feet;
thence N80°23'19"E a distance of 111.13 feet;
thence N67°32'29"E a distance of 103.04 feet to the west line of the 10th St N right-of-way, and there terminating.
The sidelines of said easement shall be lengthened or shortened to intersect with the north line of said SW1/4 and west line of said 10th St N right-of-way. The west sideline of the first call of said easement abuts east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1274703, Cass Co. Recorder's Office. The north and northerly sidelines of the second, third, and fourth calls of said easement abut the south and southerly sidelines of the City of Fargo Watermain Easement as described in Doc. 1228700, Cass Co. Recorder's Office.

Said easement contains 1.25 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 19;
thence N88°07'53"E on the north line of said SW1/4 a distance of 107.01 feet, to the Point of Beginning;
thence S02°31'47"E parallel with the west line of said SW1/4 a distance of 395.59 feet;
thence N87°27'55"E a distance of 1,212.01 feet;
thence N80°23'19"E a distance of 111.13 feet;
thence N67°32'29"E a distance of 103.04 feet to the west line of the 10th St N right-of-way, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SW1/4 and west line of said 10th St N right-of-way.

Said tract contains 0.65 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 19;
thence N88°07'53"E on the north line of said SW1/4 a distance of 107.01 feet, to the Point of Beginning;
thence S02°31'47"E parallel with the west line of said SW1/4 a distance of 395.59 feet;
thence N87°27'55"E a distance of 1,212.01 feet;
thence N80°23'19"E a distance of 111.13 feet;
thence N67°32'29"E a distance of 103.04 feet to the west line of the 10th St N right-of-way, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SW1/4 and west line of said 10th St N right-of-way.

Said tract contains 0.61 acres, more or less.


CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

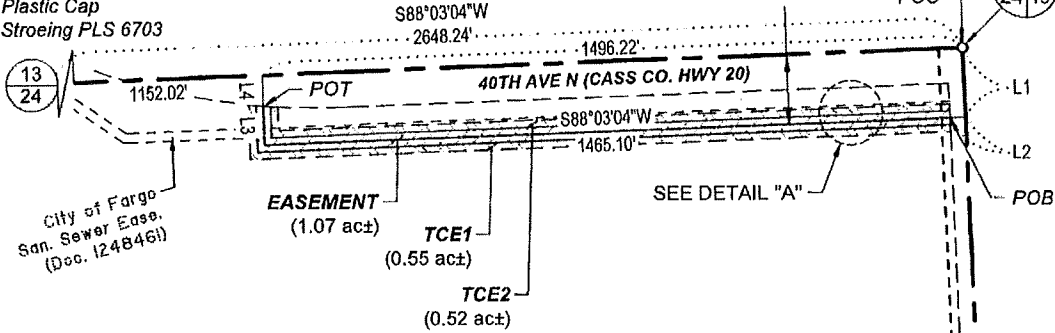
Thomas M. Lambrecht
ND Reg. No. 9539

**PRELIMINARY-
NOT FOR
RECORDATION**

PAGE 2 OF 2

PROJECT NO: P05024-2022-001	C E R T I F I C A T E O F S U R V E Y	
DRAWING TYPE: COS	OWNER: Municipal Airport Authority of the City of Fargo, North Dakota	SURVEY DATE: 1/18/23
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION: Part of the Southwest Quarter Section 19, T140N, R48W, Cass County, North Dakota Advanced Engineering and Environmental Services, LLC www.ae2s.com	PREPARED BY: JH
		CHECKED BY: NS APPROVED BY: TL

1/4 Cor.
Plastic Cap
Stroeing PLS 6703

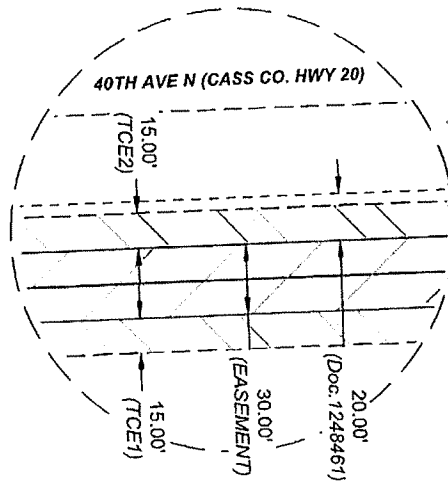


LINE TABLE		
Line	Length	Bearing
L1	148.01'	S02°31'04"E
L2	33.00'	N88°03'04"E
L3	83.18'	N01°47'16"W
L4	64.82'	N01°47'16"W

NE 1/4
Sec 24
T140N, R49W

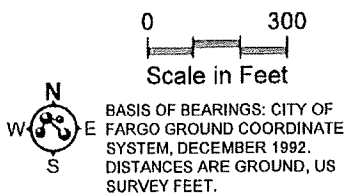
Fiber Optic Eas.
(Doc. 1370768)

DETAIL "A"
1" = 60'



1/4 Cor.
Aluminum Cap
Unreadable

PRELIMINARY-
NOT FOR
RECORDATION



SECTION LINE
1/4 LINE
EXIST. PARCEL LINE
EXIST. EASEMENT LINE
NEW EASEMENT LINE
NEW TCE LINE

LEGEND

NEW PERMANENT EASEMENT
NEW TEMP. CONST. EASE. (TCE)
FND IRON MON. W/ PLASTIC CAP
FND IRON MON.

PAGE 1 OF 2

PROJECT NO: P05024-2022-001	CERTIFICATE OF SURVEY		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:	Part of the Northeast Quarter	CHECKED BY: NS
		Section 24, T140N, R49W, Cass County, North Dakota	APPROVED BY: TL
		Advanced Engineering and Environmental Services, LLC www.ae2s.com	

PROPOSED CITY OF FARGO UTILITY EASEMENT - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24;
thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet;
thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 33.00 feet to the Point of Beginning;
thence continuing S88°03'04"W parallel with said north line a distance of 1,465.10 feet;
thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the west line of the N University Dr right-of-way and south line of said 40th Ave N right-of-way. The north sideline of said easement abuts the south sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1248461, Cass Co. Recorder's Office.

Said parcel contains 1.07 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24;
thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet;
thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 33.00 feet to the Point of Beginning;
thence continuing S88°03'04"W parallel with said north line a distance of 1,465.10 feet;
thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the west line of the N University Dr right-of-way and south line of said 40th Ave N right-of-way.

Said tract contains 0.55 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24;
thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet;
thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 33.00 feet to the Point of Beginning;
thence continuing S88°03'04"W parallel with said north line a distance of 1,465.10 feet;
thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the west line of the N University Dr right-of-way and south line of said 40th Ave N right-of-way.


Said tract contains 0.52 acres, more or less.

CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

Thomas M Lambrecht
ND Reg. No. 9539

**PRELIMINARY-
NOT FOR
RECORDATION**

PAGE 2 OF 2		
PROJECT NO: P05024-2022-001	C E R T I F I C A T E O F S U R V E Y	
DRAWING TYPE: COS	OWNER: Municipal Airport Authority of the City of Fargo, North Dakota	SURVEY DATE: 1/18/23
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:	CHECKED BY: NS
	Part of the Northeast Quarter	APPROVED BY: TL
	Section 24, T140N, R49W, Cass County, North Dakota	
Advanced Engineering and Environmental Services, LLC www.ae2s.com		

PIPELINE EASEMENT

THIS EASEMENT is made this ____ day of _____, 2023, by the Municipal Airport Authority of the City of Fargo, a North Dakota political subdivision, with a post office address of PO Box 2845, Fargo, North Dakota 58108-2845 ("Grantor"); and Cass Rural Water Users District, a North Dakota political subdivision, with a post office address of P.O. Box 98, Kindred, North Dakota 58051-0098 ("Grantee").

RECITALS

A. Grantee is in the process of developing, constructing, and improving water supply infrastructure in certain portions of Cass County, North Dakota (the "Project").

B. Grantor owns certain real property in the vicinity of the Project, an area where Grantee will have to install, construct, operate, and maintain underground pipelines and associated appurtenances.

C. Grantor has agreed to convey to Grantee a permanent easement and a temporary construction easement, as more specifically described below, for purposes of installing, constructing, operating, and maintaining underground pipelines and associated appurtenances to accommodate the Project.

D. Grantor agrees to grant and convey to Grantee a permanent easement and a temporary construction easement in, on, under, through, over, and across the property described below, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Easement Property.** Grantor grants and conveys to Grantee a permanent easement, including the easement rights described in this Easement, in, on, under, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit A.**

The property described above is, collectively, the "Permanent Easement Property." A true and accurate copy of a Certificate of Survey of the Permanent Easement Property is attached as **Exhibit C** (the "Survey").

2. **Easement Rights.** Under this Easement, Grantor grants to Grantee, and Grantee's officers, employees, agents, representatives, consultants, and contractors, this permanent and perpetual easement in, on, under, through, over, and across the Easement Property for the following purposes: ingress and egress; constructing, installing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing water pipelines and all associated appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property; and the right to perform any other work necessary and incident to the construction, installation, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of water pipelines and all associated appurtenances, together with all necessary and reasonable rights of ingress and egress to and from the Easement Property.

3. **Easement Runs With the Easement Property.** This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are perpetual and will run with the Easement Property, and will be binding upon Grantor's heirs, successors, and assigns.

4. **Temporary Construction Easement.** In addition to the permanent easement rights granted to Grantee under this Easement, Grantor also grants and conveys to Grantee a temporary easement, in, on, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit B.**

The property described above is, collectively, the "Temporary Easement Property." The Survey attached as **Exhibit C** includes a true and accurate copy of a Certificate of Survey of the Temporary Construction Easement Property. Grantee, and Grantee's officers, employees, agents, representatives, consultants, and contractors, may enter upon the Temporary Easement Property for purposes of the initial installation and construction of Grantee's water lines and associated appurtenances. Grantee's temporary construction easement rights in the Temporary Easement Property will expire three years from the date of this Easement, or upon final installation of the water lines and appurtenant facilities, whichever occurs sooner. Grantee will return the Temporary Easement Property to its previous condition upon the expiration of the Grantee's temporary

easement rights, or upon Grantee's completion of installation, whichever occurs sooner, ordinary wear and tear excepted and taking into consideration the nature of Grantee's activities.

5. **Easement Property.** The property described above as the "Permanent Easement Property" and as the "Temporary Easement Property" is collectively referred to as the "Easement Property."

6. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

7. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

8. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

9. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

10. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee, and must be recorded in the Cass County Recorder's Office.

11. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]

**THE MUNICIPAL AIRPORT AUTHORITY
OF THE CITY OF FARGO**

By: _____
John Cosgriff, Chair

ATTEST:

Shawn A. Dobberstein, A.A.E.
Executive Director

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared John Cosgriff and Shawn A. Dobberstein, A.A.E., to me known to be the Chair and Executive Director, respectively, of the Municipal Airport Authority of the City of Fargo, a North Dakota political subdivision, and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the Municipal Airport Authority of the City of Fargo.

Notary Public, Cass County, ND

(SEAL)

**CASS RURAL WATER
USERS DISTRICT**

Jon Zuther, President

ATTEST:

Barry Bowman, Secretary

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Jon Zuther and Barry Bowman, known to me to be the President and Secretary-Treasurer, respectively, of Cass Rural Water Users District, a North Dakota political subdivision, and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Cass Rural Water Users District.

Notary Public, Cass County, ND

(SEAL)

EXHIBIT A

Legal Description of the Permanent Easement Property

SECTION 11 PERMANENT EASEMENTS

That part of the Northeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 30.00 feet of the West 50.00 feet of the Northeast Quarter.

The west sideline of said easement abuts the east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1265207, Cass Co. Recorder's Office.

Said easement contains 1.82 acres, more or less.

AND

That part of the Southeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Southeast Corner of the Southeast Quarter (SE1/4);
thence N02°48'40"W on the east line of said SE1/4 a distance of 263.00 feet to the Point of Beginning;

thence S88°01'50" W a distance of 203.04 feet;

thence S02°57'31"E a distance of 100.00 feet;

thence S88°01'56"W parallel with the south line of said SE1/4 a distance of 2,395.47 feet;

thence N02°51'35"W parallel with the west line of said SE1/4 a distance of 2,481.45 feet,
and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the east and north lines of said SE1/4. The south and east sidelines of the first, second, and third calls of said easement abut the north and west lines of the Permanent Levee Easement as described in Doc. 1606845, Cass Co. Recorder's Office. The west sideline of the fourth call of said easement abuts the east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1265207, Cass Co. Recorder's Office.

Said easement contains 3.57 acres, more or less.

SECTION 12 PERMANENT EASEMENT

That part of the Southwest Quarter of Section 12, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Southwest Corner of the Southwest Quarter (SW1/4) of Section 12;
thence N02°48'40"W on the west line of said SW1/4 a distance of 263.00 feet to the Point
of Beginning;

thence N88°18'01"E a distance of 173.03 feet;

thence S02°48'40"E parallel with said west line of the SW1/4 a distance of 263.03 feet to
the south line of said SW1/4, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the west
and south lines of said SW1/4. The south and west sidelines of said easement abut the
north and east lines of the Permanent Levee Easement as described in Doc. 1606845, Cass
Co. Recorder's Office.

Said easement contains 0.30 acres, more or less.

SECTION 13 PERMANENT EASEMENT

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 13;
thence N88°18'38"E on the north line of said NW1/4 a distance of 173.03 feet to the Point
of Beginning;

thence S02°40'57"E parallel with the west line of said NW1/4 a distance of 110.01 feet;

thence N88°18'40"E a distance of 1,055.40 feet to the east line of the Cass Co. Drain No.
10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there
terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the north
line of said NW1/4 and east line of said Cass County Drain No. 10 Easement. The north
sideline of said easement abuts the south sideline of the City of Fargo Watermain Easement
as described in Doc. 1228697, Cass Co. Recorder's Office.

Said easement contains 0.80 acres, more or less.

EXHIBIT B

Legal Description of the Temporary Construction Easement Property

SECTION 11 TEMPORARY CONSTRUCTION EASEMENTS

NE¼ TCE 1:

That part of the Northeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 15.00 feet of the West 20.00 feet of the Northeast Quarter

Said tract contains 0.91 acres, more or less.

NE¼ TCE 2:

That part of the Northeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 15.00 feet of the West 65.00 feet of the Northeast Quarter

Said tract contains 0.91 acres, more or less.

SE¼ TCE 1:

That part of the Southeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Southeast Corner of the Southeast Quarter (SE1/4);
thence N02°48'40"W on the east line of said SE1/4 a distance of 263.00 to the Point of Beginning;
thence S88°01'50" W a distance of 203.04 feet;
thence S02°57'31"E a distance of 100.00 feet;
thence S88°01'56"W parallel with the south line of said SE1/4 a distance of 2,395.47 feet;
thence N02°51'35"W parallel with the west line of said SE1/4 a distance of 2,481.45 feet,
and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the east and north lines of said SE1/4.

Said tract contains 1.80 acres, more or less.

SE¼ TCE 2:

That part of the Southeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Southeast Corner of the Southeast Quarter (SE1/4);
thence N02°48'40"W on the east line of said SE1/4 a distance of 263.00 to the Point of Beginning;
thence S88°01'50" W a distance of 203.04 feet;
thence S02°57'31"E a distance of 100.00 feet;
thence S88°01'56"W parallel with the south line of said SE1/4 a distance of 2,395.47 feet;
thence N02°51'35"W parallel with the west line of said SE1/4 a distance of 2,481.45 feet,
and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the east and north lines of said SE1/4.

Said tract contains 1.77 acres, more or less.

SECTION 12 TEMPORARY CONSTRUCTION EASEMENTS

SW¼ TCE 1:

That part of the Southwest Quarter of Section 12, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Southwest Corner of the Southwest Quarter (SW1/4) of Section 12;
thence N02°48'40"W on the west line of said SW1/4 a distance of 263.00 feet to the Point of Beginning;
thence N88°18'01"E a distance of 173.03 feet;
thence S02°48'40"E parallel with said west line of the SW1/4 a distance of 263.03 feet to the south line of said SW1/4, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said SW1/4.

Said tract contains 0.13 acres, more or less.

SW¼ TCE 2:

That part of the Southwest Quarter of Section 12, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Southwest Corner of the Southwest Quarter (SW1/4) of Section 12;
thence N02°48'40"W on the west line of said SW1/4 a distance of 263.00 feet to the Point of Beginning;
thence N88°18'01"E a distance of 173.03 feet;
thence S02°48'40"E parallel with said west line of the SW1/4 a distance of 263.03 feet to the south line of said SW1/4, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said SW1/4.

Said tract contains 0.17 acres, more or less.

SECTION 13 TEMPORARY CONSTRUCTION EASEMENTS

NW¼ TCE 1:

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 13;
thence N88°18'38"E on the north line of said NW1/4 a distance of 173.03 feet to the Point of Beginning;
thence S02°40'57"E parallel with the west line of said NW1/4 a distance of 110.01 feet;
thence N88°18'40"E a distance of 1,055.40 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said NW1/4 and east line of said Cass County Drain No. 10 Easement.

Said tract contains 0.41 acres, more or less.

NW¼ TCE 2:

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

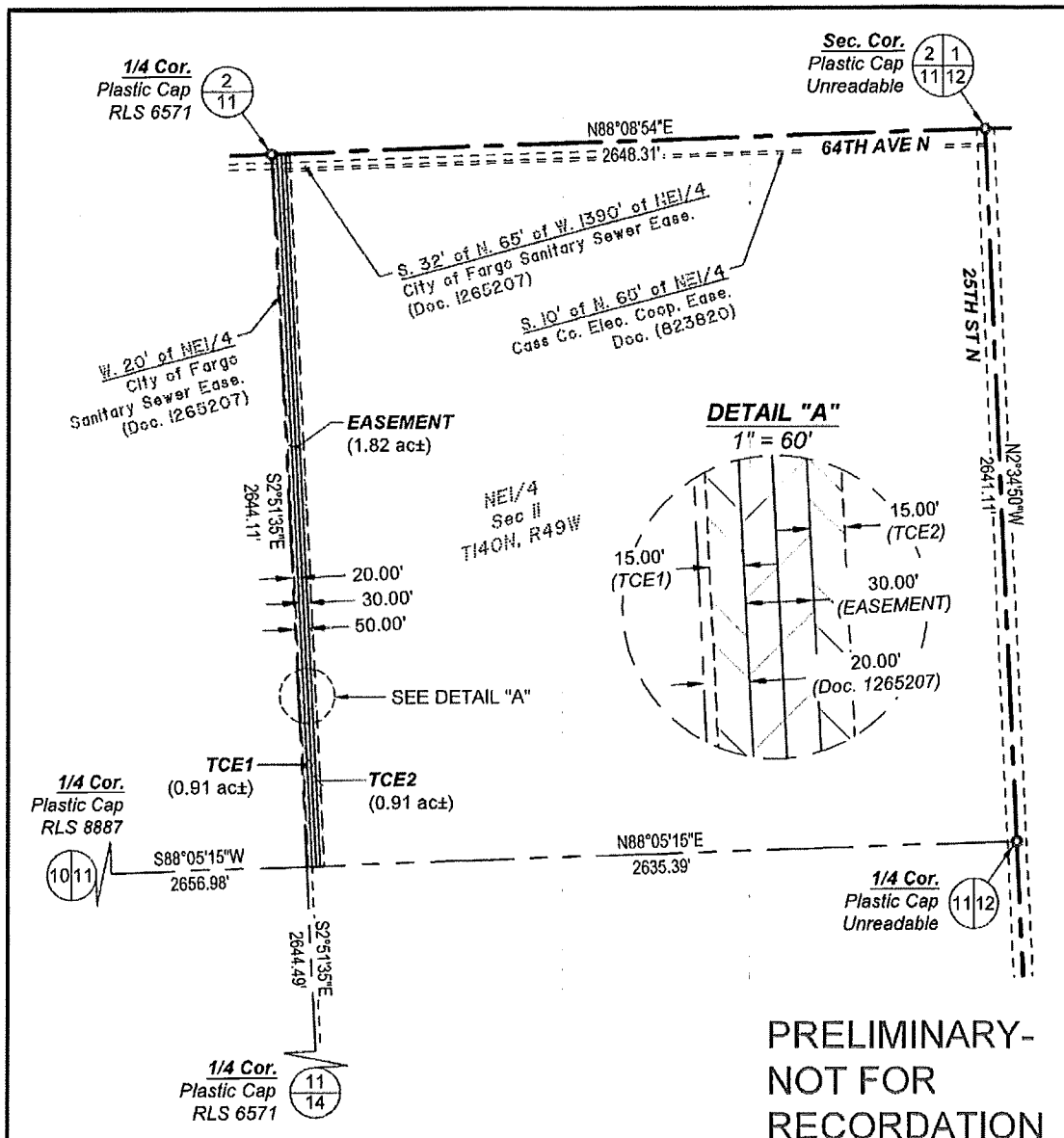
Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 13;
thence N88°18'38"E on the north line of said NW1/4 a distance of 173.03 feet to the Point
of Beginning;
thence S02°40'57"E parallel with the west line of said NW1/4 a distance of 110.01 feet;
thence N88°18'40"E a distance of 1,055.40 feet to the east line of the Cass Co. Drain No.
10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there
terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the north line
of said NW1/4 and east line of said Cass County Drain No. 10 Easement.

Said tract contains 0.39 acres, more or less.

EXHIBIT C

**Copy of Certificate of Survey of the Permanent Easement Property and
the Temporary Easement Property**



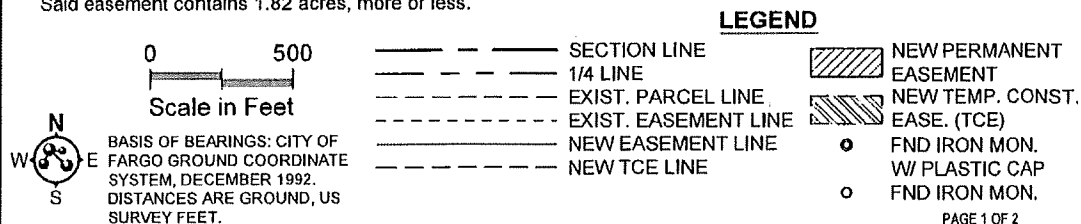
PROPOSED CRWD UTILITY EASEMENT - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 30.00 feet of the West 50.00 feet of the Northeast Quarter.

The west sideline of said easement abuts the east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1265207, Cass Co. Recorder's Office.

Said easement contains 1.82 acres, more or less.



PROJECT NO: P05024-2022-001	CERTIFICATE OF SURVEY	SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER: Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
RES	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION: Part of the Northeast Quarter Section 11, T140N, R49W, Cass County, North Dakota	CHECKED BY: NS
	Advanced Engineering and Environmental Services, LLC www.ae2s.com	APPROVED BY: TL

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 15.00 feet of the West 20.00 feet of the Northeast Quarter

Said tract contains 0.91 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 15.00 feet of the West 65.00 feet of the Northeast Quarter

Said tract contains 0.91 acres, more or less.


CERTIFICATE OF SURVEYOR

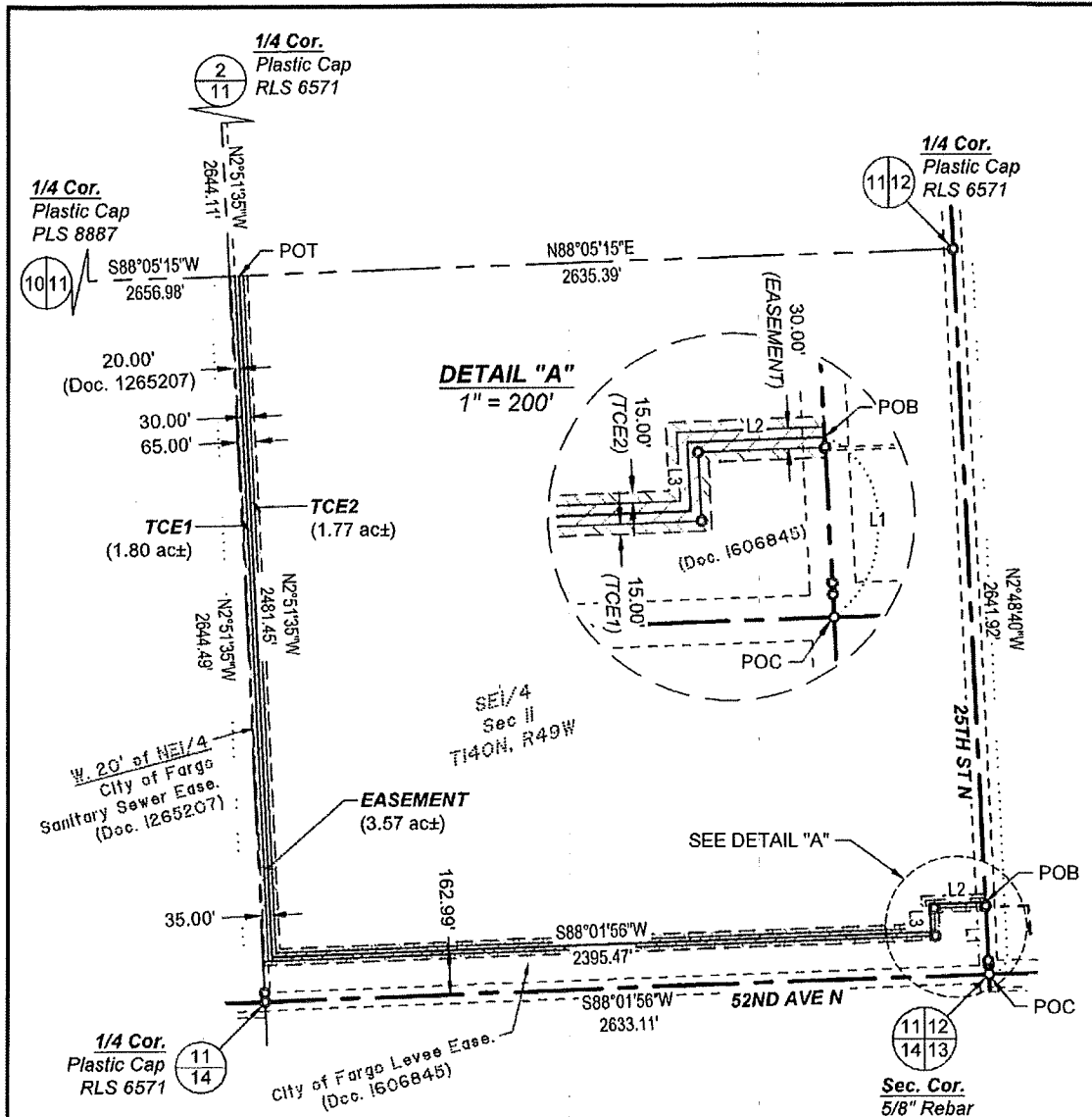
I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

Thomas M. Lambrecht
ND Reg. No. 9539

**PRELIMINARY-
NOT FOR
RECORDATION**

PAGE 2 OF 2

PROJECT NO: P05024-2022-001		C E R T I F I C A T E O F S U R V E Y		SURVEY DATE: 1/18/23	
DRAWING TYPE: COS		OWNER: Municipal Airport Authority of the City of Fargo, North Dakota		PREPARED BY: JH	
		PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:		CHECKED BY: NS	
		Part of the Northeast Quarter		APPROVED BY: TL	
		Section 11, T140N, R49W, Cass County, North Dakota			
		Advanced Engineering and Environmental Services, LLC www.ae2s.com			



LINE TABLE		
Line	Length	Bearing
L1	263.00'	N02°48'40"W
L2	203.04'	S88°01'50"W
L3	100.00'	S02°57'31"E

PRELIMINARY-
NOT FOR
RECORDATION

0 500
Scale in Feet

N
W E
S

BASIS OF BEARINGS: CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992. DISTANCES ARE GROUND, US SURVEY FEET.

LEGEND

- SECTION LINE
- 1/4 LINE
- EXIST. PARCEL LINE
- EXIST. EASEMENT LINE
- NEW EASEMENT LINE
- NEW TCE LINE
- NEW PERMANENT EASEMENT
- NEW TEMP. CONST. EASE. (TCE)
- FND IRON MON. W/ PLASTIC CAP
- FND IRON MON.

PROJECT NO: P05024-2022-001	CERTIFICATE OF SURVEY		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:	Part of the Southeast Quarter Section 11, T140N, R49W, Cass County, North Dakota	CHECKED BY: NS
	Advanced Engineering and Environmental Services, LLC www.ae2s.com		APPROVED BY: TL

PROPOSED CRWD UTILITY EASEMENT - LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Southeast Corner of the Southeast Quarter (SE1/4);
thence N02°48'40"W on the east line of said SE1/4 a distance of 263.00 feet to the Point of Beginning;
thence S88°01'50" W a distance of 203.04 feet;
thence S02°57'31"E a distance of 100.00 feet;
thence S88°01'56"W parallel with the south line of said SE1/4 a distance of 2,395.47 feet;
thence N02°51'35"W parallel with the west line of said SE1/4 a distance of 2,481.45 feet, and there terminating.
The sidelines of said easement shall be lengthened or shortened to intersect with the east and north lines of said SE1/4. The south and east sidelines of the first, second, and third calls of said easement abut the north and west lines of the Permanent Levee Easement as described in Doc. 1606845, Cass Co. Recorder's Office. The west sideline of the fourth call of said easement abuts the east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1265207, Cass Co. Recorder's Office.

Said easement contains 3.57 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Southeast Corner of the Southeast Quarter (SE1/4);
thence N02°48'40"W on the east line of said SE1/4 a distance of 263.00 to the Point of Beginning;
thence S88°01'50" W a distance of 203.04 feet;
thence S02°57'31"E a distance of 100.00 feet;
thence S88°01'56"W parallel with the south line of said SE1/4 a distance of 2,395.47 feet;
thence N02°51'35"W parallel with the west line of said SE1/4 a distance of 2,481.45 feet, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the east and north lines of said SE1/4.

Said tract contains 1.80 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Southeast Corner of the Southeast Quarter (SE1/4);
thence N02°48'40"W on the east line of said SE1/4 a distance of 263.00 to the Point of Beginning;
thence S88°01'50" W a distance of 203.04 feet;
thence S02°57'31"E a distance of 100.00 feet;
thence S88°01'56"W parallel with the south line of said SE1/4 a distance of 2,395.47 feet;
thence N02°51'35"W parallel with the west line of said SE1/4 a distance of 2,481.45 feet, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the east and north lines of said SE1/4.

Said tract contains 1.77 acres, more or less.


CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

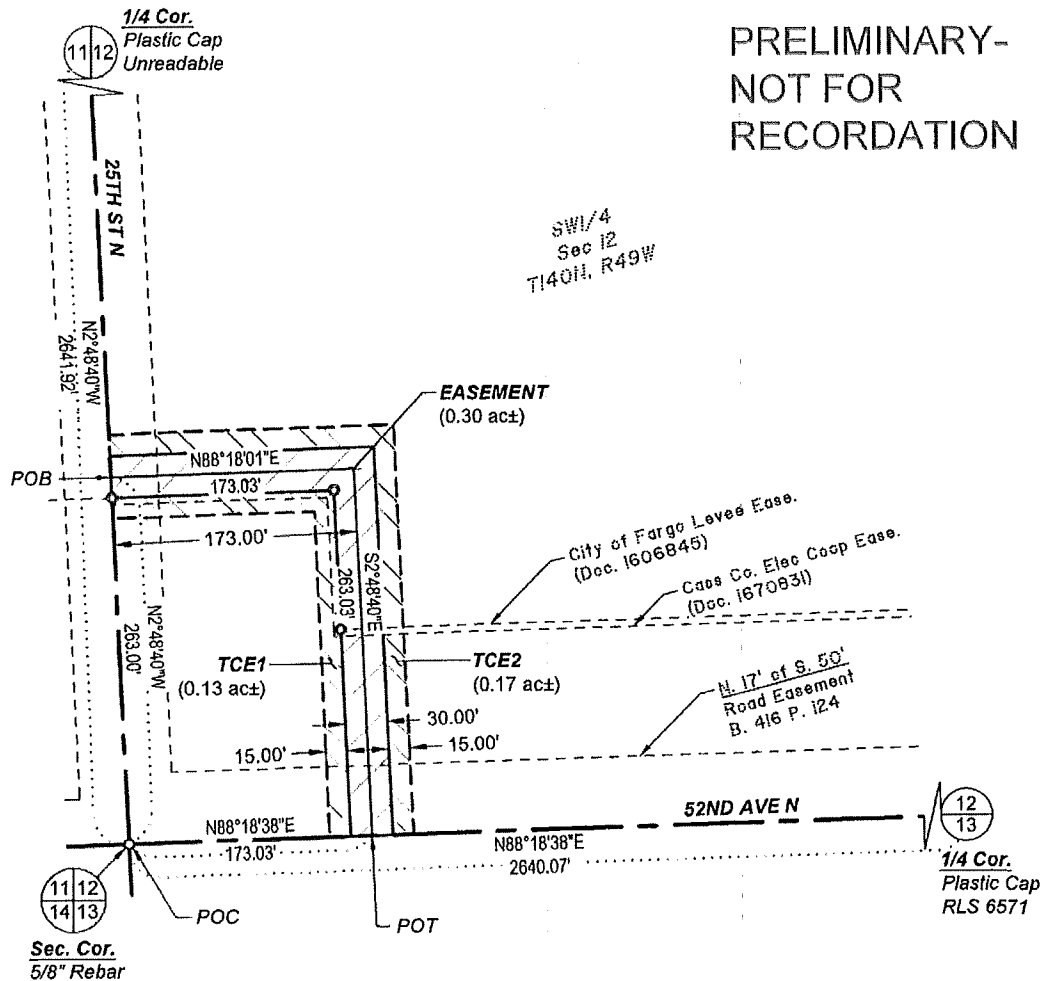
Thomas M. Lambrecht
ND Reg. No. 9539

PRELIMINARY-
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PAGE 2 OF 2

PROJECT NO: P05024-2022-001		C E R T I F I C A T E O F S U R V E Y		SURVEY DATE: 1/18/23	
DRAWING TYPE: COS		OWNER: Municipal Airport Authority of the City of Fargo, North Dakota		PREPARED BY: JH	
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:				CHECKED BY: NS
	Part of the Southeast Quarter				APPROVED BY: TL
	Section 11, T140N, R49W, Cass County, North Dakota				
Advanced Engineering and Environmental Services, LLC www.ae2s.com					

PRELIMINARY-
NOT FOR
RECORDATION



PROPOSED CRWD UTILITY EASEMENT - LEGAL DESCRIPTION

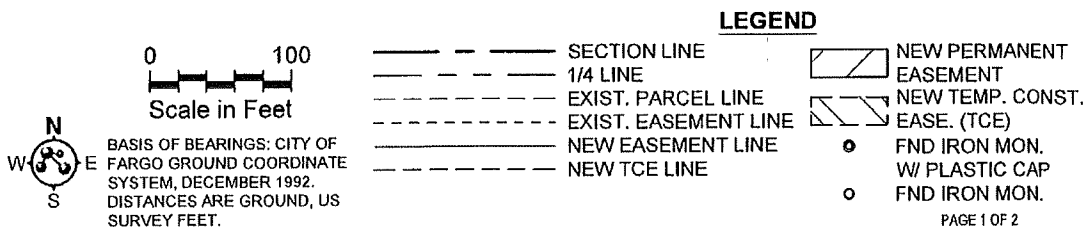
That part of the Southwest Quarter of Section 12, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:


A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Southwest Corner of the Southwest Quarter (SW1/4) of Section 12;
thence N02°48'40"W on the west line of said SW1/4 a distance of 263.00 feet to the Point of Beginning;
thence N88°18'01"E a distance of 173.03 feet;
thence S02°48'40"E parallel with said west line of the SW1/4 a distance of 263.03 feet to the south line of said SW1/4, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the west and south lines of said SW1/4. The south and west sidelines of said easement about the north and east lines of the Permanent Levee Easement as described in Doc. 1606845, Cass Co. Recorder's Office.

Said easement contains 0.30 acres, more or less.



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		PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION: Part of the Southwest Quarter Section 12, T140N, R49W, Cass County, North Dakota		CHECKED BY: NS	
				APPROVED BY: TL	
Advanced Engineering and Environmental Services, LLC www.ae2s.com					

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 12, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Southwest Corner of the Southwest Quarter (SW1/4) of Section 12;
thence N02°48'40"W on the west line of said SW1/4 a distance of 263.00 feet to the Point of Beginning;
thence N88°18'01"E a distance of 173.03 feet;
thence S02°48'40"E parallel with said west line of the SW1/4 a distance of 263.03 feet to the south line of said SW1/4, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said SW1/4.

Said tract contains 0.13 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 12, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Southwest Corner of the Southwest Quarter (SW1/4) of Section 12;
thence N02°48'40"W on the west line of said SW1/4 a distance of 263.00 feet to the Point of Beginning;
thence N88°18'01"E a distance of 173.03 feet;
thence S02°48'40"E parallel with said west line of the SW1/4 a distance of 263.03 feet to the south line of said SW1/4, and there terminating.
The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said SW1/4.


Said tract contains 0.17 acres, more or less.

CERTIFICATE OF SURVEYOR

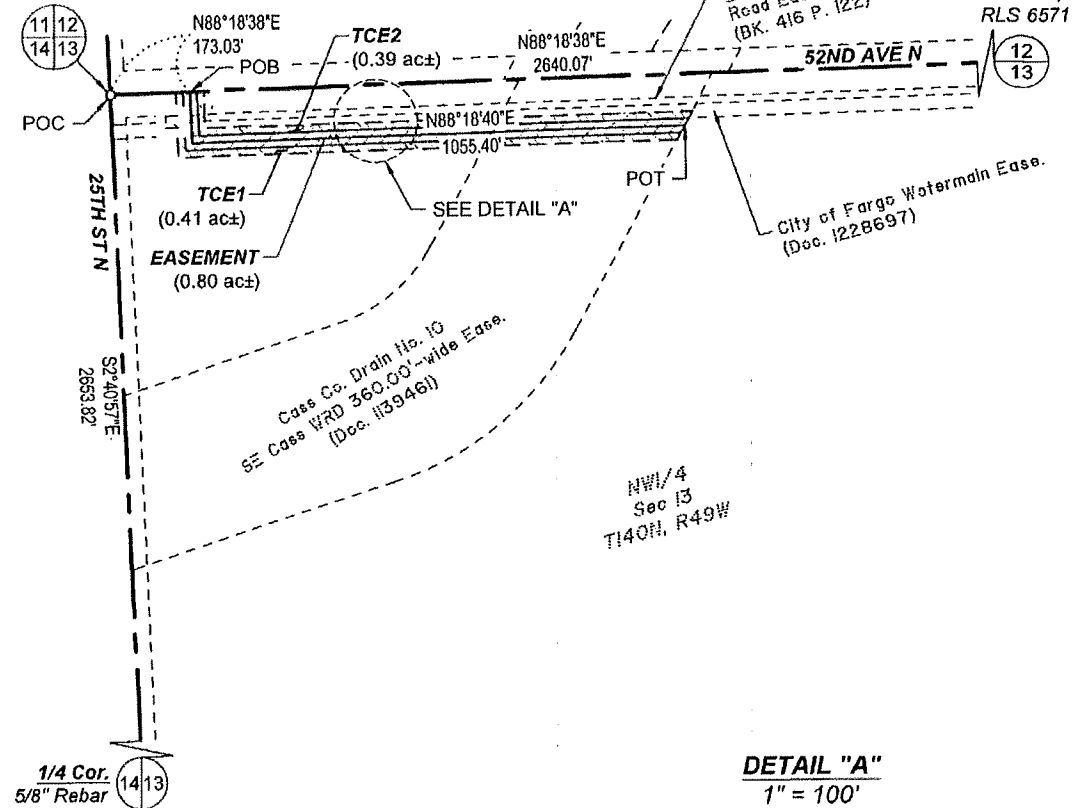
I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

Thomas M. Lambrecht
ND Reg. No. 9539

**PRELIMINARY-
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	Advanced Engineering and Environmental Services, LLC www.ae2s.com	APPROVED BY: TL

Sec. Cor.
5/8" Rebar



LINE TABLE		
Line	Length	Bearing
L1	110.01'	S02°40'57\"E

PRELIMINARY-
NOT FOR
RECORDATION



0 300
Scale in Feet
BASIS OF BEARINGS: CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.
DISTANCES ARE GROUND, US
SURVEY FEET.

SECTION LINE
1/4 LINE
EXIST. PARCEL LINE
EXIST. EASEMENT LINE
NEW EASEMENT LINE
NEW TCE LINE

LEGEND

NEW PERMANENT
EASEMENT
NEW TEMP. CONST.
EASE. (TCE)
FND IRON MON.
W/ PLASTIC CAP
FND IRON MON.

PAGE 1 OF 2

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	Part of the Northwest Quarter Section 13, T140N, R49W, Cass County, North Dakota		APPROVED BY: TL

Advanced Engineering and Environmental Services, LLC www.ae2s.com

PROPOSED CRWD UTILITY EASEMENT - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:
Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 13;
thence N88°18'38"E on the north line of said NW1/4 a distance of 173.03 feet to the Point of Beginning;
thence S02°40'57"E parallel with the west line of said NW1/4 a distance of 110.01 feet;
thence N88°18'40"E a distance of 1,055.40 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.
The sidelines of said easement shall be lengthened or shortened to intersect with the north line of said NW1/4 and east line of said Cass County Drain No. 10 Easement. The north sideline of said easement abuts the south sideline of the City of Fargo Watermain Easement as described in Doc. 1228697, Cass Co. Recorder's Office.

Said easement contains 0.80 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

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The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said NW1/4 and east line of said Cass County Drain No. 10 Easement.

Said tract contains 0.41 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

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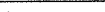
Said tract contains 0.39 acres, more or less.

CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

Thomas M. Lambrecht
ND Reg. No. 9539

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	Part of the Northwest Quarter		CHECKED BY: NS	
	Section 13, T140N, R49W, Cass County, North Dakota		APPROVED BY: TL	
Advanced Engineering and Environmental Services, LLC www.ae2s.com				



1660 S. Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116

April 17, 2023

Shawn Dobberstein
Executive Director
Hector International Airport
PO Box 28455
Fargo, ND 58108-2845

Re: *Garage Pre-design Study
Hector International Airport
Fargo, North Dakota
Walker Consultants Project #21-005080.00*

Dear Shawn:

Walker Consultants is pleased to submit for your review this report for Fargo's Hector International Airport (FAR) garage pre-design.

This report's plans and narrative are prepared to outline a parking garage solution in sufficient detail for the airport to understand concepts, functional and operational relationships, traffic patterns, garage capacity and cost for the project procurement.

The overriding goal for the report is to define project composition, scale and solidify facility location, such that more definitive planning direction may be implemented by airport staff more explicitly.

We thank Fargo's Hector International Airport Authority (FAR) for the opportunity to provide integrated planning, and parking design consulting services.

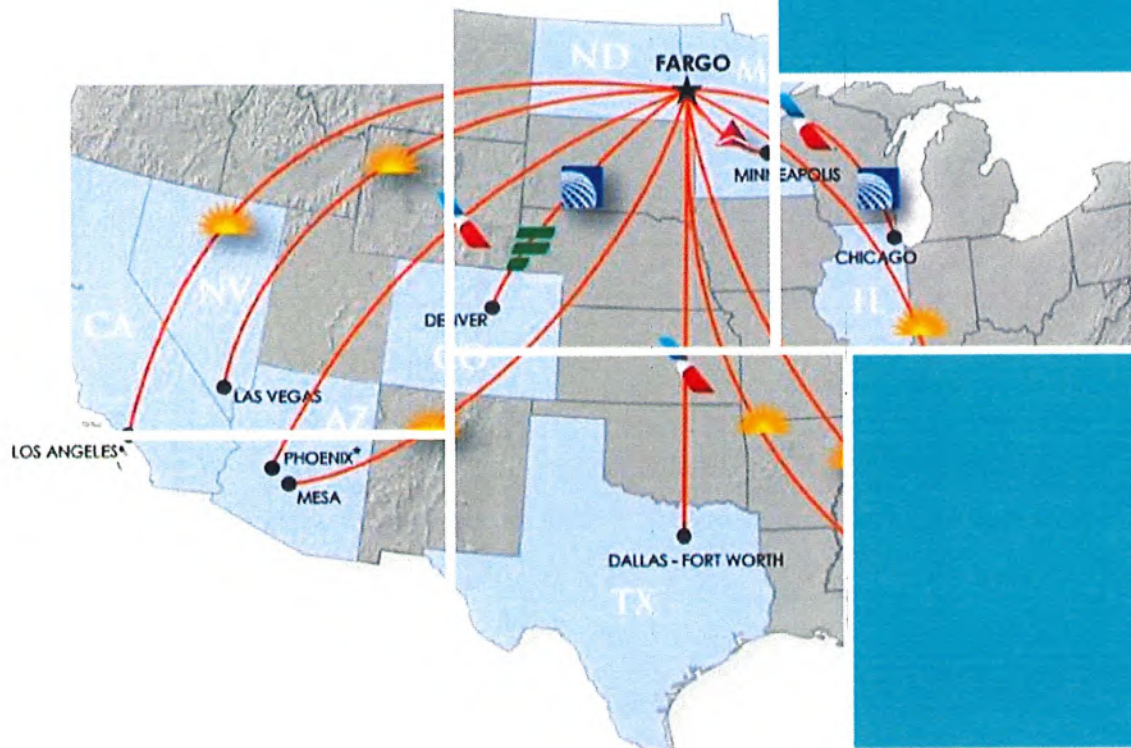
We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in blue ink, appearing to read "Scott Froemming", is written over a faint, light blue circular watermark.

Scott Froemming P.E.
Vice President/Senior Project Manager



Prepared for Shawn Dobberstein, Hector International Airport

Final

Garage Pre-Design Study

FAR Hector International Airport

April 17, 2023



WALKER
CONSULTANTS

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Executive Summary

The purpose of the parking garage pre-design is to conceptually explore and develop future parking improvements necessary to accommodate airport customer demands. A structured parking improvement needs to be coordinated with the airports near term planning activities and current and future parking demand capacities.

Garage OPTION 1 functional design is the proposed garage solution for Hector International Airport. The solution most efficiently provides parking within the shortest possible walking distance, provides minimum site disruption, accommodates required parking capacities, has lowest first cost and is functionally capable now, and for future expansion.

Currently, Hector International Airport has an effective total public parking capacity of 2,494 public parking stalls (including all ongoing improvements) equaling a parking adequacy of 599 parking stalls. This adequacy has the ability to nominally provide for airport parking demand for a 10-year horizon. Because *peak* airfield parking demand does not exceed effective parking supply, additional on-site parking supply is not urgently required, however 10-year planning horizon indicates future parking *deficits* for short, and long-term parking demands. This indicates a near term lack of available quality parking on the airport site. This shortcoming will only become more acute as future parking demand increases.

Therefore, to ensure the current desire to increase customer service, enhance accessibility and meet the current and 10-yr future parking demand, the airport must strongly consider implementation of structured parking.

The proposed parking garage solution shall be of approximately 500 (net) new covered parking stalls, immediately adjacent to the terminal, with future covered walkway to terminal. The garage shall be of at least 3 parking levels, with a covered roof.

The current cost of construction, including 10% contingency, excluding other costs for the described Option 1 BASE parking structure including the site infrastructure, parking garage, accessways, stair towers and parking equipment expansion is estimated as \$26,600,000 with an unknown underground storm water variance of an additional \$715,000: APGS additional \$675,000.

Previous parking revenue increase studies and alternate income sources should be re-reviewed to confirm possibilities for determination of funding sources capable of supporting the proposed garage program. Assumptions of parking rate fee enhancements, numbers of stalls within the garage and alternate RAC partnership fee generation can now be more accurately evaluated utilizing information derived from this report.

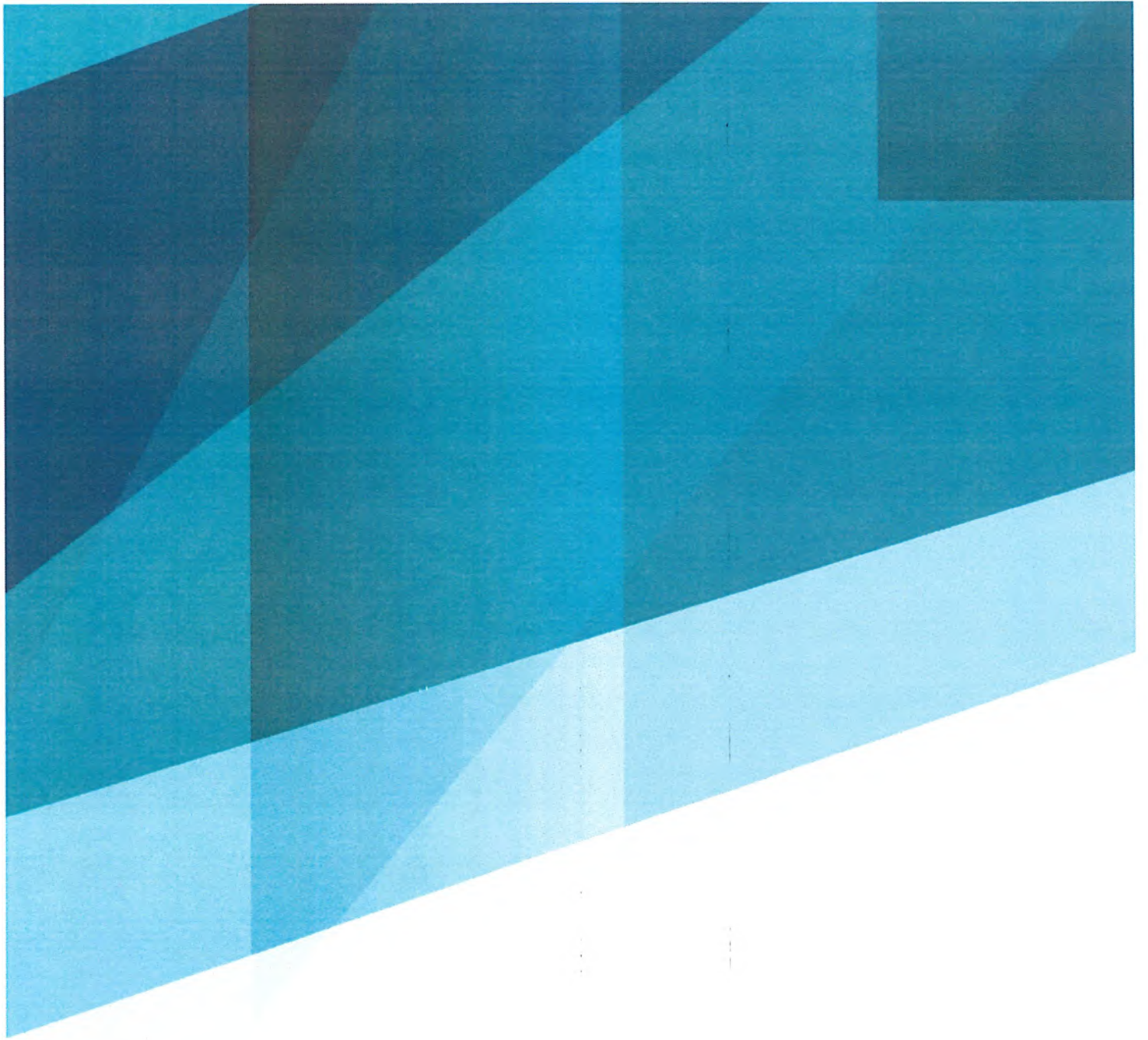
See appendix A for Garage Opinion of Probable Cost. Base and Enhanced

See appendix B for Site Improvements Opinion of Probable Cost

See appendix C for Garage Wayfinding Diagram, Construction Phasing, Garage Plan Diagrams

See appendix D for Architectural Renderings.

See appendix E for Rent A Car; Transactions and benchmarking



01 Airport Background

Introduction

The purpose of the parking garage pre-design is to develop a plan identifying future parking improvements necessary to accommodate existing and future airport customer service enhancements and parking demands. Future structured parking improvements need to be coordinated with the airport's current and forecast capacities. The parking pre-design has been developed in conjunction with airport staff, most recent Hector International *Airport Master Plan 2018* and *FAR Terminal Area Study*. As such, this report will rely on each of these documents for existing and future airside operation limits and terminal improvement layouts.

The Parking Garage Pre-Design more specifically focuses on developing parking structure alternatives including facility size and location for supporting long term parking and airport planning needs. The pre-design involves consideration of usual airport parking practice as they relate to planning principals, functional design, and program occupancy. Parking alternatives will consider demands for all airport users including public, employee and rental car.

In addition to conceptualizing the parking program plan, graphic massing representations of proposed facilities will be conceptually rendered to assist the airport to envision proposed garage alternates. As part of this pre-design effort conceptual construction opinion of probable cost estimate and conceptual planning schedules will be considered for select planning scenarios.

Background

Fargo's Hector International Airport (FAR) is a commercial service airport covering 2,500 acres located three miles northwest of downtown Fargo. The airfield has three runways, including the longest runway in North Dakota. The airport is the busiest airport in North Dakota and is owned by the City of Fargo Municipal Airport Authority. The airport services the greater eastern North Dakota, northeastern South Dakota, and west central Minnesota.

The history of the airport began in the fall of 1927 when Martin Hector leased a quarter section of land to the city for five years. Weekly established commercial air service began with weekly flights into Fargo on Northwest Airlines early in 1928. Then on May 31, 1931 Fargo's Municipal Airport Hector Airport was dedicated.

In its current form Hector provides international customs service for arrivals from Canada and other countries. Hector International does not have scheduled passenger airline flights out of the country but has its international title from providing customs service.

For the calendar year 2021 Fargo's Hector International Airport FAA rankings identify the airport as a small-hub commercial services airport, ranking #132 with enplanements of 408,000 passengers.

A passenger terminal expansion study is currently underway. The airport is planning to add more boarding gates along with additional patron food sales and seating spaces.

Airport Authority

The FAR Municipal Airport Authority is made up of a five-member volunteer board of directors appointed by the Mayor of Fargo. The Municipal Airport Authority has been long established dating to its creation on April 8, 1969. The Authority serves the public by overseeing the development of the airport to meet the aviation needs of the

community and supporting region. This includes consideration of the airport master plan along with infrastructure needed to accommodate necessary aviation improvements and customer service needs. The authority is currently self-funding not relying on tax dollars to fund operations at the airport.

Passenger Facility Charge (PFC)

Passenger Facility Charge programs allows commercial service airports to impose fee against enplaning passengers for the purpose of funding approved projects at the airport. Airports electing to impose PFC may use revenues for paying for all, or part of an FAA approved project including those to:

- Preserve or enhance safety, security, or capacity of the national air transportation system.
- Reduce noise or mitigate noise impacts resulting from an airport; or
- Furnish opportunities for enhanced competition between or among air carriers.
- Generally, PFC's are understood not to be utilized to fund landside customer service improvements.

Customer Facility Charge (CFC)

CFC shall mean a fee used to fund certain capital projects designed to facilitate major customer services improvements at the airport. Fargo Hector International Airport currently does not have a Customer Facility Charge. Customer facility charges are often a user fee imposed by an airport authority on rental car user, collected by the rental car companies. The fees may be collected per transaction day.

CFC is regulated at the state level instead of the federal level. Therefore, the authorization, collection and project eligibility vary state to state. In general CFC revenues may be used for capital and financing costs of rental-car-related projects. Where CFCs are enacted and depending on the enabling legislation, they may not be applied to past projects. Different from passenger facility charge, CFC can be utilized for operating expense, related to customer transportation and ancillary customer use facilities. CFC's have been used as funding source in conjunction with shared use of a parking facility between the rental car community and an airport.

Rent a Car (RAC)

Rental cars are often located on premise of commercial service airports as a complimentary service to the traveling passenger. A RAC concession lease and operating agreement is not required but typically is not prohibited. The RAC for Hector operates in space within the terminal and surface parking lots outside the terminal. The proposed garage pre-design does not contemplate changes to the existing RAC business operations or locations. The garage pre-design also endeavors not to preclude the future shared occupancy should it be found beneficial for funding or operational use. Should RAC be considered as an occupant of a future garage improvement additional coordination and negotiation with the RAC will be required to confirm RAC program and capacities. This effort must be complete and RAC accommodation must be defined and agreed before the project procurement for applicable CFC's to be applied to improvement project.



02 Landside Planning

Existing Conditions

The public parking supply for Hector International Airport is comprised of several surface parking lots. The lots are arranged internal and external to the one-way airport circular access Dakota Drive. The Dakota Drive loop is bisected by a two-way internal circulation roadway 30th Avenue North that allows vehicles to recirculate within the airport property. The public parking lots are paid fee lots including variously priced occupancies of Short Term, Long Term and Economy.

Parking area fees are priced based on time-value, and on their relative proximity to, and ease of pedestrian access to the terminal. The further physical distance to the terminal, or the less convenient conveyance will lower the value of the parking fee.

The parking areas most remote from the terminal may or may not be serviced by shuttle bus service. We understand recent shuttle bus service for remote parking areas has been curtailed. Proving this service suffers from high cost of implementation, seasonality and infrequent headways reducing customer service, which leads to unfavorable patron satisfaction and ridership use loss.

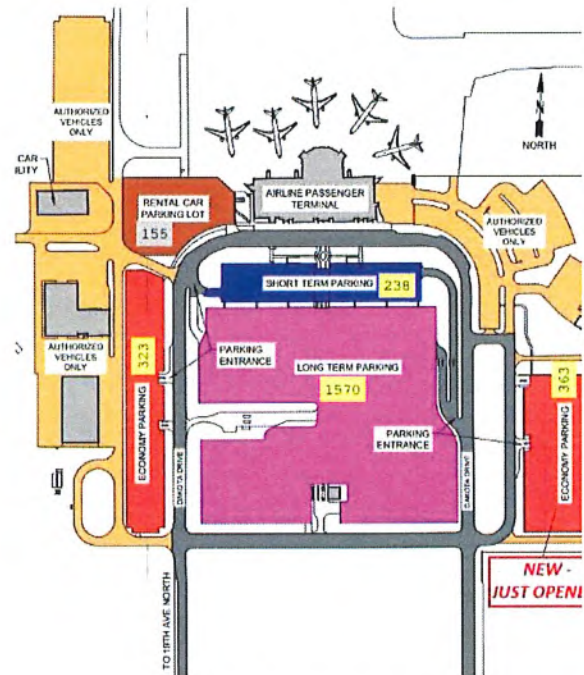


Figure 1: Parking area map with parking capacities information from Hector International Airport.

The further physical distance to the terminal or the less convenient conveyance will lower the value of the parking fee.

This customer service gap, and unsustainable finance is a primary motivation for typical airport landside planning consideration of increasing parking area density.

The three parking occupancies and differing price points are available for airport patron use. You may enter the airport parking lot facilities by pulling a ticket at an entry lane device as you turn off from Dakota Drive. You may also pre-book your parking stay for Economy Lot, Long Term Parking, Premium Reserved, and Short-Term Parking.

Pre Book parking is conceived as a convenience and sales selection enhancement for the airport parker who is concerned about securing a parking stall on the airport for the time they will be parking at the airport in the future. This feature is advertised and incentivized as a lower cost parking fee.

Parking Planning Horizon

For large capital improvements like a garage, it is best practice and more financially feasible to plan for phased structured stall capacity increase. Typical parking planning horizons are 10-year intervals and longer duration horizon outlooks. The base proposed garage is therefore sized to accommodate the 10-year projected future parking demand capacity. The long-term horizon is utilized to consider future garage construction phase planning beyond a 10-year window.

For the use of this study, we extend the near-term horizon to include a nominal additional duration that replicates a typical procurement period to have the parking asset available for public use.

Parking Demand

In order to obtain an approximation of parking needs at the airport within a 10-year planning horizon, Walker developed a future parking needs analysis for the potential new garage. Walker utilized enplanement growth statistics as listed in the FAR report that was provided by the Client. Walker considered two 10-year planning scenarios:

- Scenario 1: 2.12 percent enplanement growth factor (TAF figure)
- Scenario 2: Five (5) percent growth factor

Walker applied these two growth factors to current parking occupancies at the airport; the Client provided Walker with parking occupancies from 2015-2022. In order to be conservative, Walker utilized the busiest parking day of 2022, November 24th, which was Thanksgiving Day. Therein 1,805 vehicles were parked on-site at the airport. This figure was compared to the current parking inventory at the airport (2,494 spaces) and proposed future inventory (2,615 spaces). An infill project at one of the access plazas in the current long-term lot is expected to yield 121 new spaces, which equates to the future inventory of 2,615 spaces. With the planned stall expansions, the airport parking adequacy therefore is 2023 effective inventory, less peak parking demand, equaling 599 stalls.

Understanding there may yet be some remaining pent-up air travel demand (largely business travel, with some leisure travel as well) following the COVID-19 pandemic, Walker applied a one-time five percent adjustment to the November 24th occupancy figure, for each parking type (short term, long term, and economy), and considered

Short Term Parking

- 238 spaces
- \$2 per 30 minutes
- \$19 per day

Long Term Parking

- 1,570 spaces
- \$2 per 30 minutes
- \$11 per day

Economy Lot Parking – West & ‘NEW’ East Lot

- 323 spaces/credit card payment only – west economy lot
- 363 spaces/credit card payment only – **NEW** east economy lot
- \$2 for each 30 minutes
- \$9 per day

Figure 2: Airport published parking rates.

this the peak hour parking demand. The two enplanement growth factors were then applied to the peak hour parking demand.

After applying the enplanement growth statistics to the COVID-adjusted peak hour demand, and before comparing to the proposed future parking inventory, Walker reduced the future inventory by four percent to achieve the effective parking inventory. An effective parking inventory allows for the occasional spaces to be offline due to routine maintenance, construction, snow removal, or the occasional vehicle that is mis-parked and occupying more than one space. The application of the four percent reduction resulted in a future effective inventory of 2,510 spaces.

The results of the two planning scenarios may be found in the following two graphics. Please note that each scenario includes an additional two years to allow for construction of a potential new on-site parking garage (equaling a 12-year planning scenario).

Table 1: Scenario 1 – TAF 2.12% Enplanement Growth Factor

	Current (2023) Inventory	Current Peak Parking Occupancy (Counts) ¹	Post-COVID Factor	Peak Hour Parking Demand	Enplanement Growth Factor	Future Demand (10-yr)	Future (2024) Inventory ²	Future (2024) Effective Inventory ³	Future Parking Adequacy (Surplus/Deficit)
Short Term	238	188	0.05	197	0.0212	254	238	228	(25)
Long Term	1,570	1,263	0.05	1,326	0.0212	1,706	1,691	1,623	(82)
Economy Lot - West	323	354	0.05	372	0.0212	478	323	310	180
Economy Lot - East (New)	363						363	348	
Total	2,494	1,805	-	1,895	-	2,438	2,615	2,510	73
Notes ¹ Counts from busiest day of 2022 (Thanksgiving Day, November 24th) ² Includes 100-stall Long Term Lot infill expansion. ³ Utilizes 4% reduction to achieve effective inventory.									

Source: Walker Consultants, 2023

Scenario 1 results in a slight projected deficit for short- and long-term parking, and a surplus for economy parking. This scenario results in a total projected surplus of 73 spaces. While a system-wide surplus results, the remaining available spaces will be furthest away from the terminal building, likely in the far corners of the economy lots, offering a low level of service for these parkers (particularly in the wintertime). Further, with only 73 projected available spaces, the parking system as a whole is effectively full to customers, particularly infrequent parkers, which will lead to vehicle circling and frustration.

Table 2: Scenario 2 – 5% Enplanement Growth Factor

	Current (2023) Inventory	Current Peak Parking Occupancy (Counts) ¹	Post-COVID Factor	Peak Hour Parking Demand	Enplanement Growth Factor	Future Demand (10-yr)	Future (2024) Inventory ²	Future (2024) Effective Inventory ³	Future Parking Adequacy (Surplus/Deficit)
Short Term	238	188	0.05	197	0.05	355	238	228	(126)
Long Term	1,570	1,263	0.05	1,326	0.05	2,382	1,691	1,623	(758)
Economy Lot - West	323	354	0.05	372	0.05	668	323	310	(9)
Economy Lot - East (New)	363						363	348	(15)
Total	2,494	1,805	-	1,895	-	3,404	2,615	2,510	(893)

Notes
¹ Counts from busiest day of 2022 (Thanksgiving Day, November 24th)
² Includes 100-stall Long Term Lot infill expansion.
³ Utilizes 4% reduction to achieve effective inventory.

Source: Walker Consultants, 2023

Scenario 2 results in significant parking deficits for both short- and long-term parking, and a modest deficit for economy parking. In total, the overall system deficit is projected to be approximately 900 spaces. In this scenario, a new parking garage, a shuttle system to satellite/private lots, or a combination of both would be needed to operate an effective airport parking system.

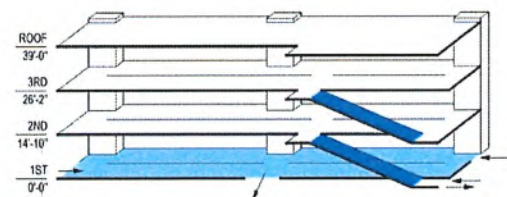
Based on the above analysis and the confirmation that the growth rate of the airport varies regularly and continuously. The future parking adequacy for short and long term in the next ten-year horizon indicates the need for additional parking capacity of 107 – 884 parking stalls. The parking stalls in deficit are close to the destination and building surface stalls further from the terminal will require bussing service that is neither acceptably perceived by the customer, nor financially viable. An acceptable solution is to construct structured parking, with phased installations beginning with a net stall capacity of between 107 & 884 stalls. Reasonable planning finds the midpoint of the minimum and maximum net additional stalls prescribed as 495 stall nominal goal.

Facility Design Considerations

The design of the garage facility is driven primarily by the basic premise that the greatest demand for parking and the highest value for parking occurs the shortest distance from the destination. Professional experience and airport precedence reinforces the strategic location of the garage immediately in front of the terminal. Basic design expectations for modern structured airport parking are to provide a high level of service to airport patrons and to develop a facility that is flexible for future modification, as transit and mobility are redefined in the future.

A parking structure shall accommodate multiple parking occupancies with various parking rates that may require various entry and exit portals and provide interconnection of occupancies so a parking patron can internally recirculate should adequate parking not be available in navigated occupancy. The parking within the facility shall ideally be located on flat floor areas for enhanced wayfinding, accessibility, and pedestrian safety. The ground tier of the facility shall provide adequate vertical clearance accommodating future opportunities for loading zones or enclosures. Vertical vehicular circulation shall be provided utilizing express ramping systems, with redundant pathways either originally installed or accommodated in

OPTION 1



EXPRESS RAMP ISOMETRIC

future phases. Garage story heights shall be determined based on practical planning parameters including ability to align floor elevations with terminal skyway connection and maintain building elevation extents below aviation flight path boundaries.

Functional Design Considerations

The garage functional design Options incorporate the design considerations required of airport parking while attempting to minimize first costs, provide modular expansion and meeting the geometric constraints of skywalk connectivity and aviation airspace. A covered roof is considered as a basis of design as a large portion of the structured parking would be uncovered lowering advantage of parking proximity.

Garage Occupancies

The parking structure shall accommodate existing occupancies including Short Term, Long Term, Reserved or other programs that may be developed in the future.

Skyway Connection

Walker reviewed opportunities for connection location in coordination with the previous skyway project work. The skyway is proposed to connect with the second level of the proposed garage. Roadway clearance of approximately 15'-0" is proposed. The skyway would be envisioned as a future expansion possibility for connecting the terminal and garage together with an enclosed, accessible route. For the garage, a minimum of two elevators are proposed serving all parking levels. Alternately, a covered ground level walkway could be considered.

Rent a Car

Similar airport precedence defines the location of the rental car ready and return immediately adjacent the terminal, near the baggage claim when available. The Airport Master Plan Update and Terminal Area Study outcomes identify the terminal expanding to the east. As such, the RAC is currently planned to remain in existing location. This location maybe expanded as need service increases. The expansion may occur in place with more efficient layouts as sketched, or through expansion into the economy lot as displayed in the Master Plan. Additionally, a future home of the RAC could be a location inside of a structured parking facility. Therefore, a component of the garage functional design is to develop a structured parking functional solution that does not preclude the opportunity to house the RAC ready and return.

OPTION 2

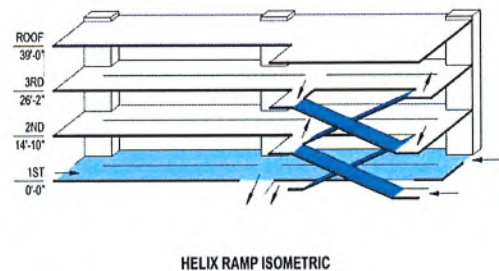


Figure 3: Garage Functional Isometrics.

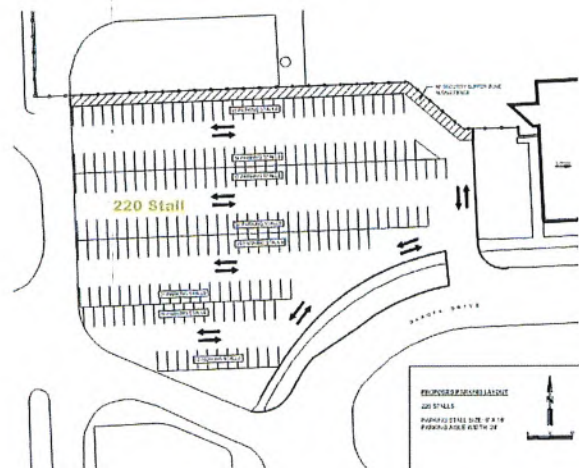


Figure 4: RAC near term expansion opportunity.

Construction / Phasing / Enabling

Construction materials for the garage are idealized for the purpose of this study. Reinforced concrete is the dominant material selection for parking structures constructed in the Midwest. The concrete superstructure material will be either cast-on-site utilizing Post Tensioned systems, or cast-in-plant via Precast Concrete systems. Both construction methods advertise similar durability with various advantages.

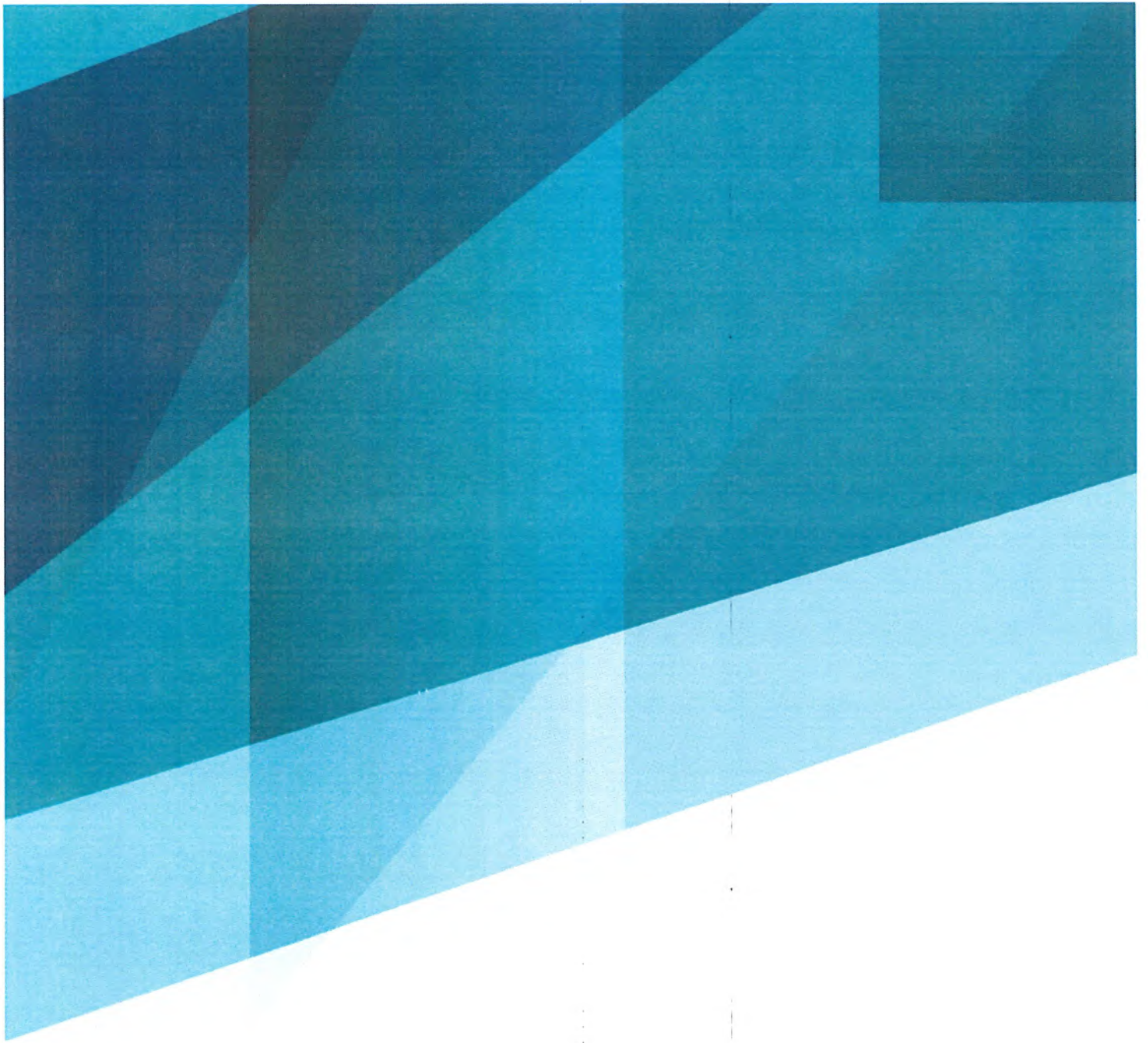
Cast-in-Place: Minimized joints and sealants systems, lateral load resistant frames, design flexibility, more site construction activity.

Precast Concrete: Limited site construction activity, more sealant maintenance, shear walls.

To accomplish the goal of locating the garage in the most ideal long term location, parking guest will be required to walk around the construction site to reach the Terminal. This will be inconvenient. To mitigate inconvenience certain design and planning activities may be considered.

The proposed design is conceived as a Precast Concrete system for mitigation of site disruption duration and perceived local area construction availability and cost advantage. Additional consideration maybe given to alternate building material selection should the design of a garage improvement move towards implementation.

A minimum of enabling projects will be required to allow construction. To secure a construction site as displayed at least 381 parking stalls are anticipated to be lost. With the current parking adequacy, the airport may have the ability to construct a garage improvement with minimal, temporary additional parking capacity. This assumption assumes a near term garage procurement. A final garage design will also have to consider the project construction schedule coordinated with the seasons and material selection for more coordinated procurement planning.



03 Facility Design

Conceptual Facility Design

Motor Vehicle Occupancy

The building code makes special provisions for the design of parking structures. Elements of the preliminary design and architectural concepts are reliant on these building code assumptions which typically benefit the project through lower construction cost. The parking areas will be "Open" to eliminate ventilation requirements and optimize building code special occupancy, construction type, building egress and protection requirements. Construction materials will be reinforced concrete either precast or cast-in-place onsite. Driving surface materials will be optimized high density, low permeability, air entrained concrete with epoxy coated embedded reinforcement and galvanized exposed metal framing and connections.

Stair and stair elevator towers will be enclosed spaces tempered with heating and cooling capacities as required to provide safe public use. Lobby's will be enclosed with doors to maintain environmental comfort and minimize winter maintenance operations.

Vehicular Circulation

Vehicle and pedestrian circulation within the garage will be intentionally separated to the greatest extent possible. Parking areas on ground shall have additional structural clearance for future site access planning flexibility. Parking stalls shall be located on flat surfaces to enhance accessibility, wayfinding, and passive security. Vehicle vertical circulation shall be operationally flexible with coordinated future capacity enhancements as future garage phases of construction must be considered.

Future Expansion

The site vehicle navigation and garage functional design shall be coordinated when considering the garage expandability. Future phase expansions shall be located within the site where they allow for easy horizontal expansion. Horizontal expansion is very cost effective, and simpler than expanding up-ward.

Future expansions should continue to be capable of allowing multiple independent occupancies to enter the building and have opportunities for recirculation after gaining entrance, or within internal adjacent occupancies. Similarly the vehicle vertical circulation elements shall have ability to increase vertical circulation capacity to accommodate the future increased stall capacities. Finally, the future phase expansions shall coordinate with the long-term best

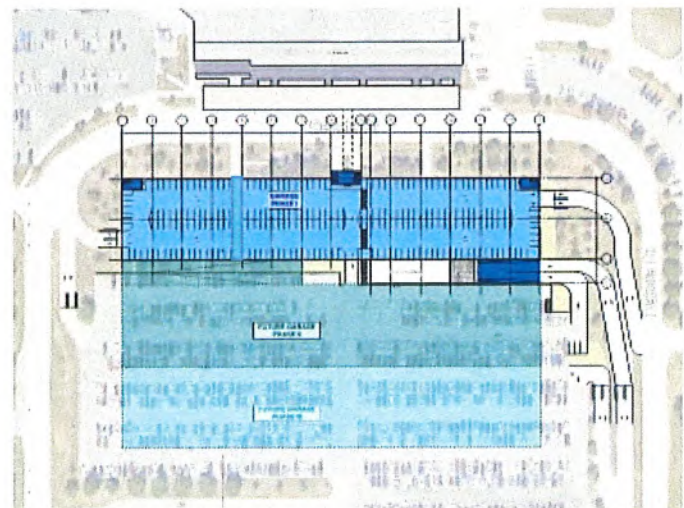


Figure 5: Garage phasing progression south on the project site.

practice location for the parking system vehicle entry and exit points. All of these parameters are reasonably expressed in the future garage expansion concepts.

Automated parking guidance System (APGS)

APGS systems are comprised of parking technology that individually monitors each space within a parking structure identifying if the stall is occupied or vacant.

Additionally, a component of the parking guidance system is remote changeable message signage that can convey the locations of open parking stalls to the navigating parker. These real time systems are continuously healing such that no system count resetting, or counting correction is required. Systems typically also include interior and exterior signage to communicate open stall locations and to assist vehicle navigation directly to open stalls.

The operation outputs from a successful installation of APGS may be very reliable and accurate for remote stall availability & capacity communication on airport webpages or Apps.

The relative value of the APGS system is enhancement of the customer experience in finding an open parking stall when the parking facilities are busy, or not. An APGS is most valuable when parking is at a premium, or because of inherent difficult navigation patterns, or where recirculation through a parking area is exceedingly difficult or not possible. A unit \$/stall cost for a conceptual system will be included in opinions of probable cost appendix A.



Figure 6: Garage APGS; sensor and aisle signage.

Garage Option 1

Garage OPTION 1 is the preferred option that is utilized for development of the quantitative garage pre-design study metrics. As such the design is utilized for report representative determinations including cost estimating quantities, costs, construction site limits, construction site access, phase limits and parking stall capacity.

The functional design displayed in the design is a single threaded express ramp helix. The sloped ramp between parking levels functions in a two-way traffic configuration with a sloped non-park-on ramp of 8% slope (LOS) Level of Service (A).

When you access this ramp in your vehicle, you will rise to vehicle park-on Level 2 and completing a switch back traversing part of level 2 parking area you will express up to level 3 parking area. The nominal parking area floors are sloped for internal drainage with slopes minimized to provide accessible access to the entire parking floorplate. The express ramp will end at level 3 and be covered by the steel framed roof structure.

This option will incorporate two phases of construction to provide a pedestrian walkway to the terminal during the construction period. First phase construction will include completion of the primary structure to the point of substantial completion such that pedestrians could walk-into and through the structure. After this milestone a second phase of construction will complete the parking facility. This phasing will maintain adequate pedestrian circulation from the parking area to the terminal during at all times. Phase construction will add duration to the total project schedule.

For all options parking stalls are 9'-0" wide x 18'-0" deep with a 25'-0" access aisle providing a parking Level of Service (A-) adequate for pick-up truck access. Structural clearance within the garage parking area is 8'-2" minimum allowing clearance access to all private motor vehicles manufactured and also providing accessible van access clearance for the entire garage. Secondly, stair and stair elevator towers are enclosed spaces tempered with heating and heating and cooling capacity as required to provide safe use. Lobby's will be enclosed with doors to maintain environment and minimize winter maintenance.

Garage Option 2

Garage OPTION 2 functional design is a double threaded, one-way square helix. The slope of the ramping sections of the helix between parking levels is 8% slope (LOS) Level of Service (A).

When you enter this ramping system in your vehicle, you will rise to vehicle park-on Levels 2 and completing a 180-degree turn and continuing on the helix you will arrive on level 3 parking area. To exit the facility, you join a one-way exit lane and lower one level per 180-degree turn to arrive on level 2, then to grade while staying on the drive lane. The nominal parking area floors are flat, however nominally sloped for internal drainage with slopes minimized to provide accessible access to the entire parking floorplate. The helix ramping will end at level 3 while being covered by the steel framed roof structure.

This functional solution is of higher capacity (about double) and more expensive utilizing approximately twice the structural area of the single two-way express ramp prescribed above. The square helix also raises the vehicle two-floor levels per 360-degree revolution traversed. This solution was not pursued as the functional capabilities exceed design requirements now, and for future expansion.

Garage Option 3

Garage OPTION 3 functional design is a single threaded park-on ramp. The sloped ramp between parking levels functions in a two-way traffic configuration with full parking module width. The sloped park-on ramp between floors is 6% slope LOS (B-C).

When you access this ramp in your vehicle, you will have the ability to park, or rise to vehicle park-on Levels 2. Upon completing a switch back, traversing part of level 2 parking area you will enter a sloped parking bay up to level 3 parking area. The nominal parking area floors are sloped for internal drainage with slopes minimized to provide accessible access to the entire parking floorplate. The park-on circulation ramp will end at level 3 and be covered by the steel framed roof structure.

The park on ramp function is of lower capacity (65% of Option 1) than the express ramp, and because more ramp area is constructed it is more expensive. However, as the ramp is a park-on geometry the stall capacity of the garage and parking efficiency increases commensurate with floor area constructed. The garage stall count net

increase is 97 stalls vs. Option 1. This solution was not pursued as the functional capabilities, total first cost, and stall count does not align as favorably with project goals. Also, this solution does not provide flat floor parking areas, a preference typical of airport facilities. This solution will likely afford the lowest cost per added garage parking stall.

Garage Option 4

Garage OPTION 4 functional design is a single threaded express ramp helix. The sloped ramp between parking levels functions in a two-way traffic configuration with a sloped non-park-on 8% sloped ramp (LOS) Level of Service (A). This design is pared down derivative of Option 1 where the west parking floor plate is truncated and added to the south.

When you access the entrance ramp in your vehicle, you will rise to vehicle park-on Levels 2 and completing a switch back traversing part of level 2 parking area you will express up to level 3 parking area. The nominal parking area floors are sloped for internal drainage with slopes minimized to provide accessible access to the entire parking floorplate. The express ramp will end at level 3 and be covered by the steel I framed roof structure.

The purpose of this design is to truncate the garage massing to allow surface lot parkers enhanced wayfinding to the terminal *during construction*. This design is the only design configured to eliminate incorporating phased construction to provide a viable pedestrian path to the terminal during the construction period. A secondary advantage is a small first build lowering construction costs; however providing a net decrease of 121 parking stalls as compared to Option 1.

Garage Design Summary

Garage OPTION 1 functional design is the proposed garage solution for Hector International Airport. The solution most efficiently provides parking within the shortest possible walking distance, provides minimum site disruption, accommodates required parking capacities, has lowest first cost and is functionally capable now, and for future expansion.

There are multiple benefits of the structured parking program, and certain costs. The primary benefits are increased customer service and accessibility for airport parking patrons. Secondly, site parking densification alleviates the future requirement for additional costly, un-popular and underutilized remote economy lot busing to and from the terminal. Finally, implementation of structured parking alleviates future long term surface lot parking demand capacity limitations.

Should future parking capacity demand be simply accommodated with surface parking any newly constructed surface lot will need to be constructed south, of south of 30th Avenue North. Parking in this area will be of low customer service, require separate independent PARCS systems and will require bus service to adequately service the safe use of this lot. The build out of this remote lot, without constructing into the Runway 13 Protection Zone will supply approximate 550 stalls providing a maximum 10-year parking planning horizon beyond current capacity.

Airport parking demand for commercial service airports is directly related to the annual enplaned passengers. The Compound Annual Growth Rate (CAGR) is taken from the masterplan as a basis for our parking demand analysis. The CAGR of the most recent decade was calculated in the Terminal Area Study as 3.08, vs the master plan growth projections of 2.12%, therefore a range of parking demand analysis shall be considered.

Currently, Hector International Airport has an effective total public parking capacity of 2,494 public parking stalls (including all ongoing improvements) equaling a *parking adequacy* of 599 parking stalls. This adequacy has the ability to nominally provide for airport parking demand for a 10-year horizon. Because *peak* airfield parking demand does not exceed effective parking supply, additional on-site parking supply is not urgently required, however 10-year planning horizon indicates future parking *deficits* for short, and long-term parking demands. These metrics identify a current lack of available quality parking on the airport site. This shortcoming and total parking capacity shortage will only become more acute as future parking demand increases.

If the airport does not meet current and future parking demand, customer service will be compromised causing customers to find parking offsite, or alternate method of arrival at the terminal. Offsite parking or alternate arrival will reduce parking revenues and convenience or invite off-site airport parking competition.

Therefore, to ensure the current desire to increase customer service, enhance accessibility and meet the current and 10-yr future parking demand, the airport must strongly consider implementation of structured parking.

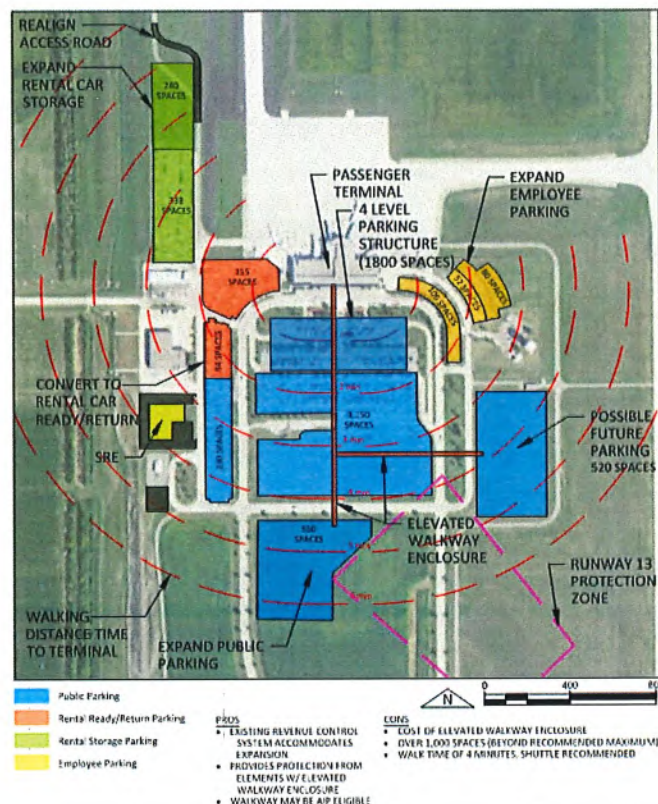


Figure 7: Surface lot expansion excluding Runway 13 protection zone.

The proposed parking garage solution shall be of approximately 500 (net) new covered public parking stalls, immediately adjacent the terminal, with future covered walkway to terminal. The garage shall be of at least 3 parking levels, with a covered roof. A design incorporating an additional floor, or parking bay may reasonably utilize suggested functional design and relative (unit) opinion of probable construction cost as considered.

The current cost of construction including 10% contingency, excluding other costs for the described Option 1 BASE parking structure including the site infrastructure, parking garage, accessways, stair towers and parking equipment expansion is estimated as \$26,600,000 with an unknown underground storm water variance of an additional \$715,000: APGS additional \$675,000.

Garage construction costs approximate \$36,500 per new garage parking stall constructed utilizing the BASE construction cost with additional variance estimates to provide total. Construction costs include 10% contingency, exclude owner soft cost, enabling projects, land expense and escalation for future project procurement. This estimate does not include soft cost including professional design fees, testing, airport staff time and other traditional required project procurement costs. Project procurement owner soft cost may approximate 120% of construction cost estimates plus any expense applied for procurement delay caused by yearly inflation.

Previous parking revenue increase studies and alternate income sources should be re-reviewed to confirm possibilities for determination of funding sources capable of supporting the proposed garage program. Assumptions of parking rate fee enhancements, numbers of stalls within the garage and possible RAC partnership fee generation can now be more accurately evaluated utilizing proof of parking metrics developed with this report.

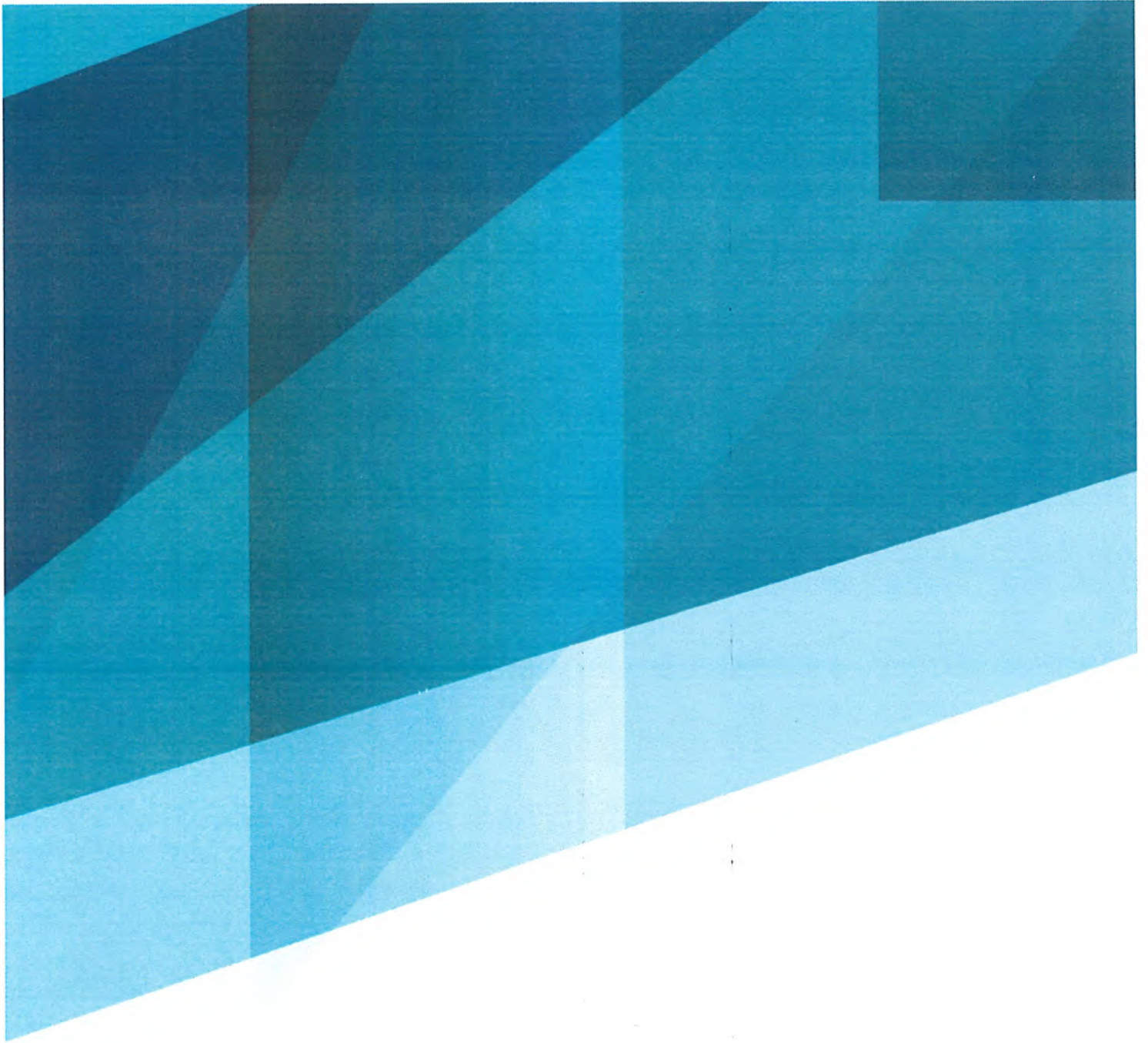
See appendix A for Garage Opinion of Probable Construction Cost.

See appendix B for Site Improvements Opinion of Probable Cost.

See appendix C for Wayfinding Diagram, Construction Phasing, Garage Plan Diagrams.

See appendix D for Architectural Renderings.

See appendix E for Rent A Car; Transactions and CFC Benchmarking



Appendices

Appendix A: BASE

Garage Opinion of Probable Construction Costs

Opinion of Probable Garage Construction Costs (Detailed)

Garage Pre-Design / Programming

Project# 21-005080.00

COMPOSITE METAL PANEL CLADDING PRECAST -BASE APPEARANCE-

	GRADE	SUPPORTED Sq. Ft. Area	CARS	Stair/Elev Incl in Footprint	Stair/Elev excl from Footprint	SPANDREL LF	EXP JT LF
Ground Level	80,500		239		1,890	5,400	
2nd Level		82,960	244		1,890		240
3rd Level		86,200	246		1,890		240
Roof			0				
TOTALS	80,500	169,160	729	0	5,670	5,400	480

249,660

SQUARE FEET PER CAR= 342 W/O STAIR & ELEV
SUPPORTED CARS= 490

TOTAL SQUARE FOOTAGE

249,660

ITEM	DESCRIPTION	UNIT	TYPICAL COST/UNIT	QUANTITY	COST	\$/SF	REMARKS
1	FOOTINGS & FOUNDATIONS (Calssons)	SF GROUND	\$3.50	249,000	\$871,500.00	\$3.49	
2	EXCAVATION	SF GROUND	\$0.45	249,000	112,050.00	\$0.45	
3	CONCRETE SLAB ON GRADE	SF SLAB	\$7.50	80,500	603,750.00	\$2.42	
4	CONCRETE SUPPER STRUCTURE	SUPPRT SF	\$38.50	169,160	6,512,660.00	\$26.09	
5	SEALANTS AND CAULK	SF	\$1.25	170,000	212,500.00	\$0.85	
6	EXTERIOR ARCHITECTURAL FINISH MATERIALS (AFM)	SF	\$25.00	32,130	803,250.00	\$3.22	
7	EXTERIOR SPANDRELS	LF	\$285.00	5,400	1,539,000.00	\$6.16	
8	SEALER	SF	\$0.80	170,000	136,000.00	\$0.54	
9	STRIPING	SF	\$0.15	249,000	37,350.00	\$0.15	
10	SIGNAGE	SF	\$0.15	249,000	37,350.00	\$0.15	
11	TRAFFIC TOPPING	SF	\$3.95	5,000	19,750.00	\$0.08	
12	PLUMBING	SF	\$6.00	249,000	1,494,000.00	\$5.98	
13	ELECTRICAL	SF	\$8.25	249,000	2,054,250.00	\$8.23	
14	STAIR TOWERS (AMF)	SF	\$400.00	5,670	2,268,000.00	\$9.08	
15	ELEVATORS	EA	\$90,000.00	2	180,000.00	\$0.72	
16	PARKING CONTROL EQUIPMENT	EA LANE	\$30,000.00	3	90,000.00	\$0.36	
17	EXPANSION JOINTS	LF	\$15.00	480	7,200.00	\$0.03	
18	ROOF STRUCTURE AND DECKING	SF	\$40.00	86,200	3,448,000.00	\$13.81	
19	GENERAL CONDITIONS	LS	12%		2,451,193.20	\$9.82	
SUBTOTAL					\$ 22,877,803.20	\$91.64	
CONTINGENCY				10%	2,287,780.32	\$9.16	
TOTAL					\$ 25,165,583.52	\$100.80	

Note: ARCHITECTURAL DEVELOPED; 3-LEVEL SINGLE
THREADED EXPRESS RAMP WITH ROOF. EXCLUDES
SITE IMPROVEMENTS AND SOFT COSTS. CURRENT
COST

CARS = 729 \$ 34,520.69 \$/CAR

Additions/Amenities

ITEM	DESCRIPTION	UNIT	TYPICAL COST/UNIT	QUANTITY	COST	\$/SF	REMARKS
1	APGS	Stall Monitor & Signage	\$700 - \$900	729	\$675,000.00	\$2.70	

Appendix A: ENHANCED

Garage Opinion of Probable Construction Costs

Opinion of Probable Garage Construction Costs (Detailed)

Garage Pre-Design / Programming

Project# 21-005080.00

COMPOSITE METAL PANEL CLADDING PRECAST - ENHANCED APPEARANCE

	GRADE	SUPPORTED Sq. Ft. Area	CARS	Stair/Elev incl in Footprint	Stair/Elev excl from footprint	SPANDREL LF	EXP. IT LF
Ground Level	80,500		239		1,890	5,400	
2nd Level		82,960	244		1,890		240
3rd Level		86,200	246		1,890		240
Roof			0				
TOTALS							
	80,500	169,160	729	0	5,670	5,400	480

249,660

SQUARE FEET PER CAR= 342 W/O STAIR & ELEV
SUPPORTED CARS= 490

TOTAL SQUARE FOOTAGE

249,660

ITEM	DESCRIPTION	UNIT	TYPICAL COST/UNIT	QUANTITY	COST	\$/SF	REMARKS
1	FOOTINGS & FOUNDATIONS (Calssons)	SF GROUND	\$3.50	249,000	\$871,500.00	\$3.49	
2	EXCAVATION	SF GROUND	\$0.45	249,000	112,050.00	\$0.45	
3	CONCRETE SLAB ON GRADE	SF SLAB	\$7.50	80,500	603,750.00	\$2.42	
4	CONCRETE SUPPER STRUCTURE	SUPPRT SF	\$38.50	169,160	6,512,660.00	\$26.09	
5	SEALANTS AND CAULK	SF	\$1.25	170,000	212,500.00	\$0.85	
6	EXTERIOR ARCHITECTURAL FINISH MATERIALS (AFM)	SF	\$25.00	78,000	1,950,000.00	\$7.81	
7	EXTERIOR SPANDRELS	LF	\$285.00	5,400	1,539,000.00	\$6.16	
8	SEALER	SF	\$0.80	170,000	136,000.00	\$0.54	
9	STRIPING	SF	\$0.15	249,000	37,350.00	\$0.15	
10	SIGNAGE	SF	\$0.15	249,000	37,350.00	\$0.15	
11	TRAFFIC TOPPING	SF	\$3.95	5,000	19,750.00	\$0.08	
12	PLUMBING	SF	\$6.00	249,000	1,494,000.00	\$5.98	
13	ELECTRICAL	SF	\$8.25	249,000	2,054,250.00	\$8.23	
14	STAIR TOWERS (AMF)	SF	\$400.00	5,670	2,268,000.00	\$9.08	
15	ELEVATORS	EA	\$90,000.00	2	180,000.00	\$0.72	
16	PARKING CONTROL EQUIPMENT	EA LANE	\$30,000.00	3	90,000.00	\$0.36	
17	EXPANSION JOINTS	LF	\$15.00	480	7,200.00	\$0.03	
18	ROOF STRUCTURE AND DECKING	SF	\$40.00	86,200	3,448,000.00	\$13.81	
19	GENERAL CONDITIONS	LS	12%		2,588,803.20	\$10.37	
SUBTOTAL				5	24,162,163.20	\$96.78	
CONTINGENCY				10%	2,416,216.32	\$9.68	
TOTAL					\$ 26,578,379.52	\$106.46	

Note: ARCHITECTURAL DEVELOPED; 3-LEVEL SINGLE
THREADED EXPRESS RAMP WITH ROOF. EXCLUDES
SITE IMPROVEMENTS AND SOFT COSTS. CURRENT
COST

CARS = 729 \$ 36,458.68 \$/CAR

Additions/Amenities

ITEM	DESCRIPTION	UNIT	TYPICAL COST/UNIT	QUANTITY	COST	\$/SF	REMARKS
1	APGS	Stall Monitor & Signage	\$700 - \$900	729	\$675,000.00	\$2.70	

Appendix B: Site Improvements Opinion of Probable Costs

Opinion of Probable Site Improvement Costs (Detailed)

**FAR Parking Structure
Hector International Airport
Planning Cost**

Site Work*

Item #	Item Description	Qty	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$150,000.00	\$150,000.00
2	Traffic Control	1	LS	\$75,000.00	\$75,000.00
3	Erosion Control	1	LS	\$2,000.00	\$2,000.00
4	Remove Bituminous Pavement	8,000	SY	\$12.00	\$96,000.00
5	Remove PCC Pavement	2,550	SY	\$20.00	\$51,000.00
6	Remove CC & G	1,400	LF	\$10.00	\$14,000.00
7	Remove Guard Rail	1,400	LF	\$7.00	\$9,800.00
8	Remove WM	750	LF	\$30.00	\$22,500.00
9	Remove Storm Sewer	525	LF	\$25.00	\$13,125.00
10	Remove Storm Sewer MH	3	EA	\$1,000.00	\$3,000.00
11	Remove Sanitary Sewer	750	LF	\$30.00	\$22,500.00
12	Remove Sanitary Sewer MH	3	EA	\$1,500.00	\$4,500.00
13	Remove Light Pole & Base	15	EA	\$1,000.00	\$15,000.00
14	Install WM	750	LF	\$125.00	\$93,750.00
15	Install GV	4	EA	\$4,500.00	\$18,000.00
16	Install Hydrant	2	EA	\$9,000.00	\$18,000.00
17	Install Storm Sewer	400	LF	\$150.00	\$60,000.00
18	Install Storm Sewer MH	6	EA	\$6,500.00	\$39,000.00
19	Install Sanitary Sewer	750	LF	\$125.00	\$93,750.00
20	Install Sanitary Sewer MH	3	EA	\$10,000.00	\$30,000.00
21	Conduit	1,500	LF	\$9.00	\$13,500.00
22	Conductor	3,000	LF	\$3.00	\$9,000.00
23	Install New light Pole & Base	5	EA	\$5,000.00	\$25,000.00
24	8" PCC Paving	2,550	SY	\$125.00	\$318,750.00
25	PCC Sidewalk	250	SY	\$125.00	\$31,250.00
26	Aggregate Base	2,550	SY	\$15.00	\$38,250.00
27	Fabric	2,550	SY	\$3.00	\$7,650.00
28	Landscaping	1	LS	\$50,000.00	\$50,000.00
29	Misc Site Work	1	LS	\$50,000.00	\$50,000.00
Subtotal					\$1,324,325.00
Contingency (20%)					\$264,865.00
Engineering Design/CA/CE					\$238,378.50
Total					\$1,827,568.50

* Assumes underground storm detention not required

Underground Storm Detention**

Item #	Item Description	Qty	Unit	Unit Price	Total Price
1	Storm Water Treatment Device	2	EA	\$75,000.00	\$150,000.00
2	Underground Detention Facility	1	LS	\$500,000.00	\$500,000.00
Subtotal					\$650,000.00
Engineering Design/CA/CE					\$97,500.00
Total					\$747,500.00

**Assumes there is turf area to place the chambers and will not be beneath existing pavement

Appendix C: Wayfinding Diagram, Construction Phasing, Garage Plan Diagrams.

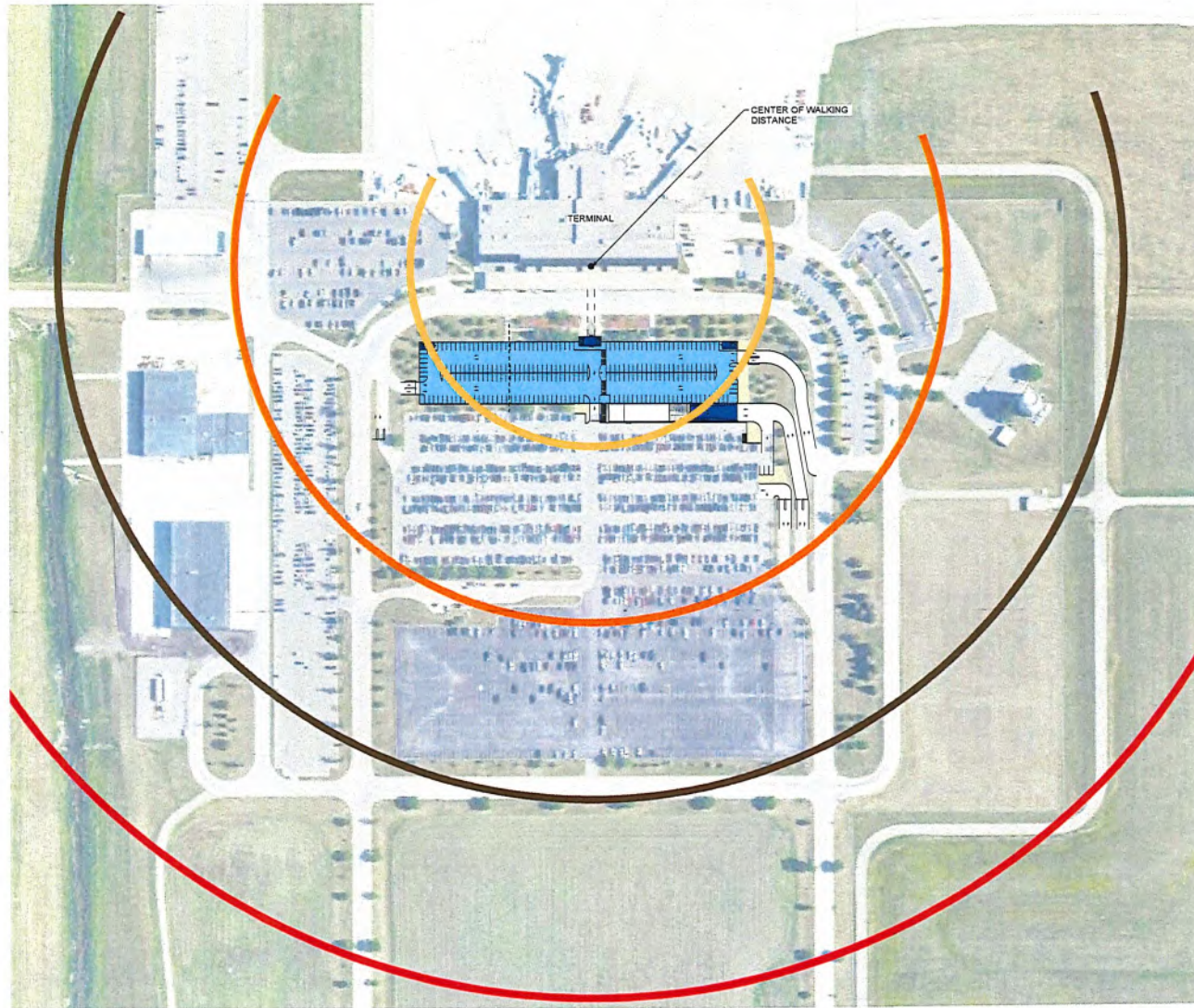
HECTOR INTERNATIONAL AIRPORT PARKING GARAGE

FARGO, NORTH DAKOTA



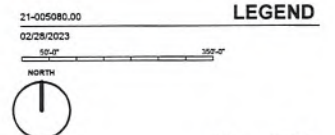
WAYFINDING

PARAMETERS



WALKING DISTANCE LEGEND

- LOS A - 350'-0"
- LOS B - 700'-0"
- LOS C - 1050'-0"
- LOS D - 1400'-0"



C - 00

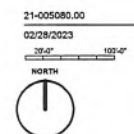
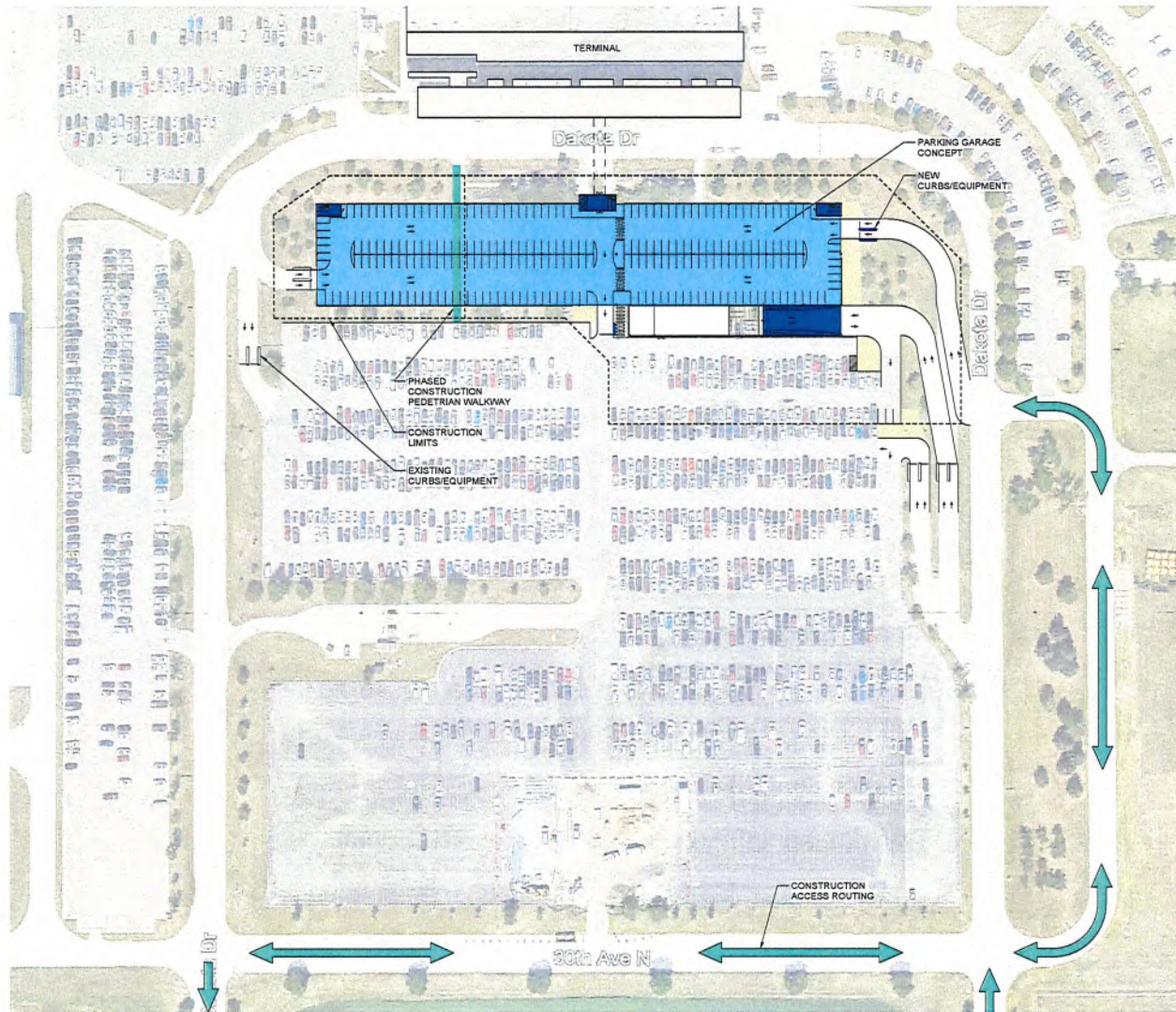
HECTOR INTERNATIONAL AIRPORT PARKING GARAGE

FARGO, NORTH DAKOTA



CONSTRUCTION

PHASING AND SITE
ACCESS PLAN

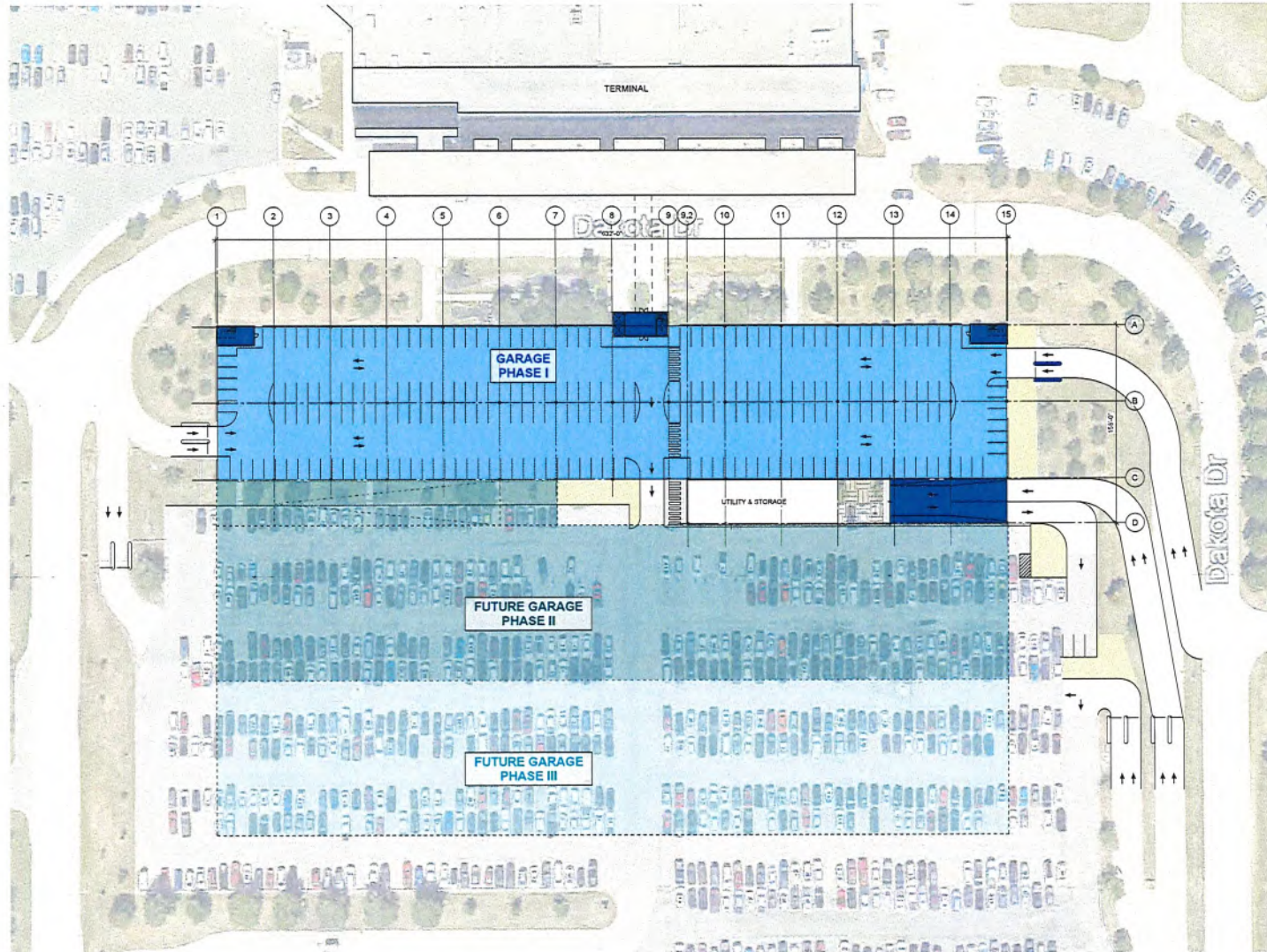


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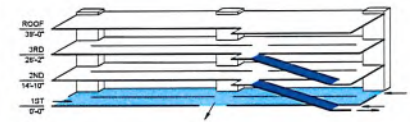
C - 01

HECTOR INTERNATIONAL AIRPORT PARKING GARAGE

FARGO, NORTH DAKOTA



OPTION 1



EXPRESS RAMP ISOMETRIC

CAR TABULATION - APPROXIMATE			
LEVEL	STANDARD STALL 9'-0" 30"		TOTAL
SITE LOSS			-241
1ST	239		239
2ND	244		244
3RD	246		246
TOTAL	729		729
NET GAIN			488

21-005080.00

02/27/2023

20'-0" 100'-0"

NORTH

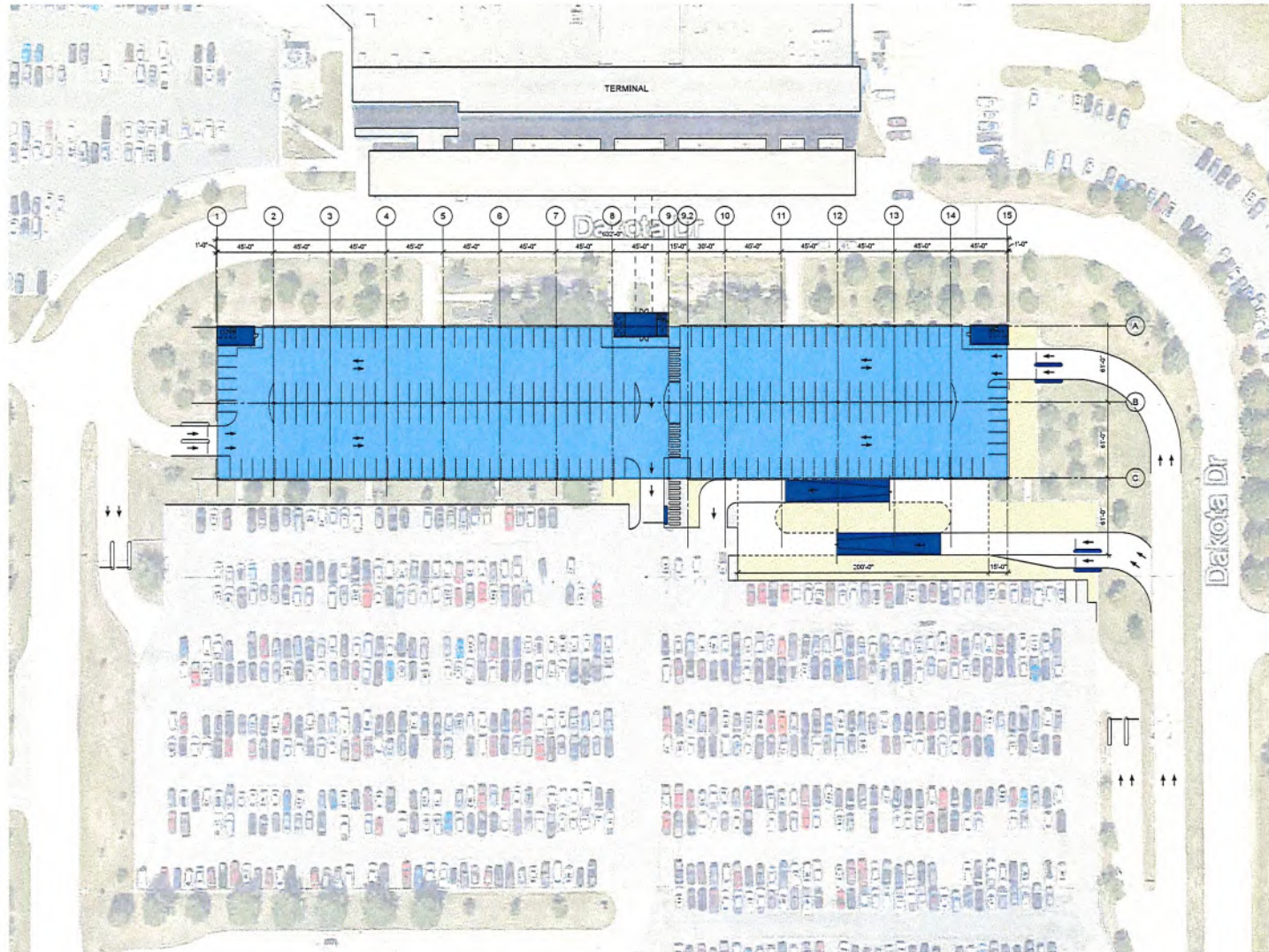


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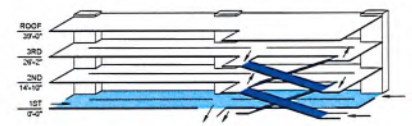
C - 1

HECTOR INTERNATIONAL AIRPORT PARKING GARAGE

FARGO, NORTH DAKOTA



OPTION 2



HELIX RAMP ISOMETRIC

CAR TABULATION - APPROXIMATE			
LEVEL	STANDARD STALL 9'-0" 50"		TOTAL
SITE LOSS			-288
1ST	235		235
2ND	243		243
3RD	243		243
TOTAL	725		725
NET GAIN			437

21-005080.00

02/28/2023

20'-0" 100'-0"

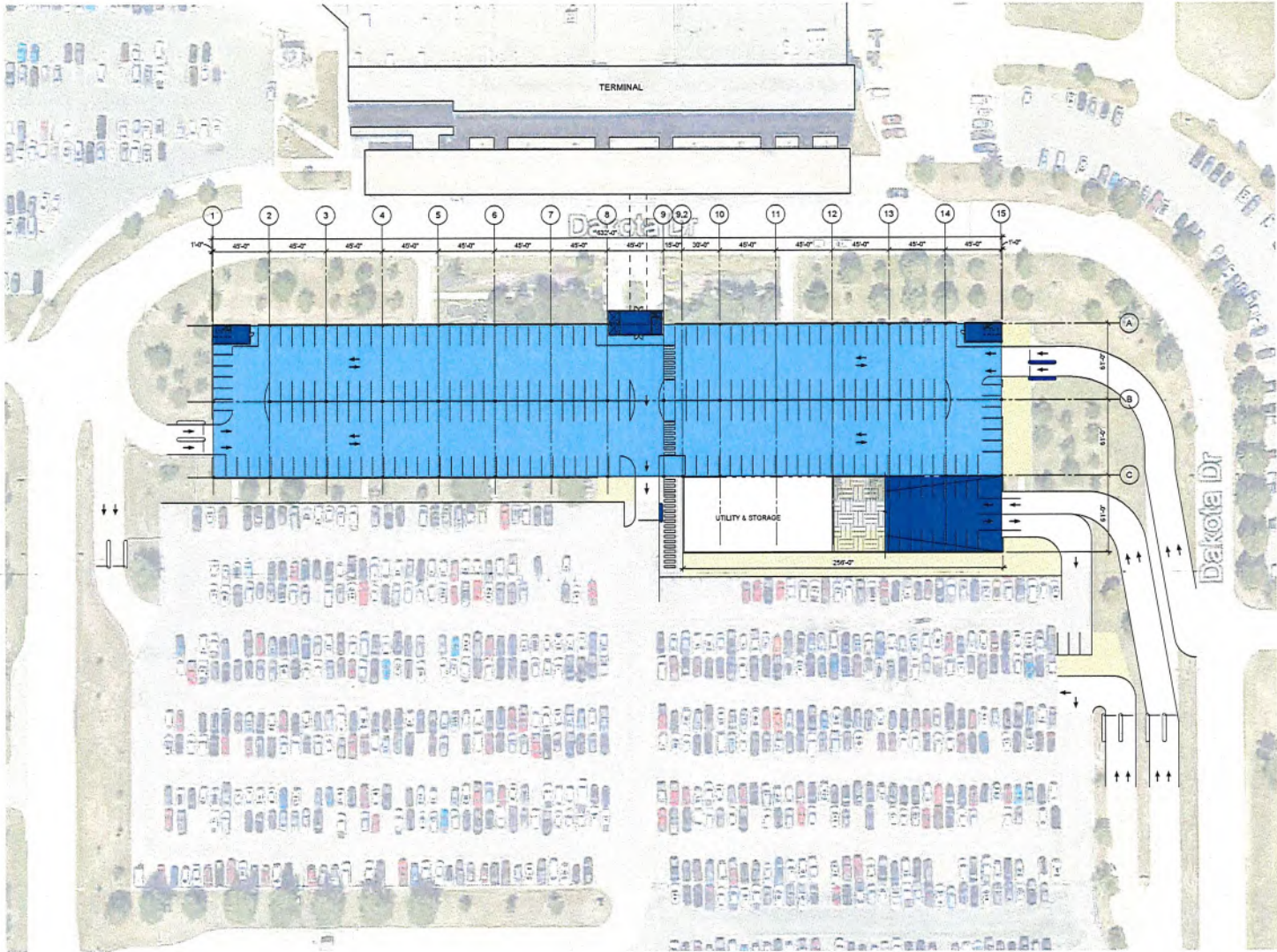


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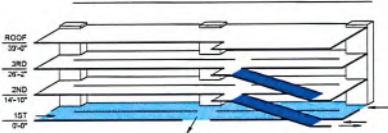
C - 2

HECTOR INTERNATIONAL AIRPORT PARKING GARAGE

FARGO, NORTH DAKOTA



OPTION 3



PARK-ON RAMP ISOMETRIC

CAR TABULATION - APPROXIMATE			
LEVEL	STANDARD STALL 9'-0" 30"		TOTAL
SITE LOSS			-273
1ST	295		295
2ND	295		295
3RD	276		276
TOTAL	866		866
NET GAIN			593

21-005080.00

02/28/2023

20'-0" 100'-0"

NORTH

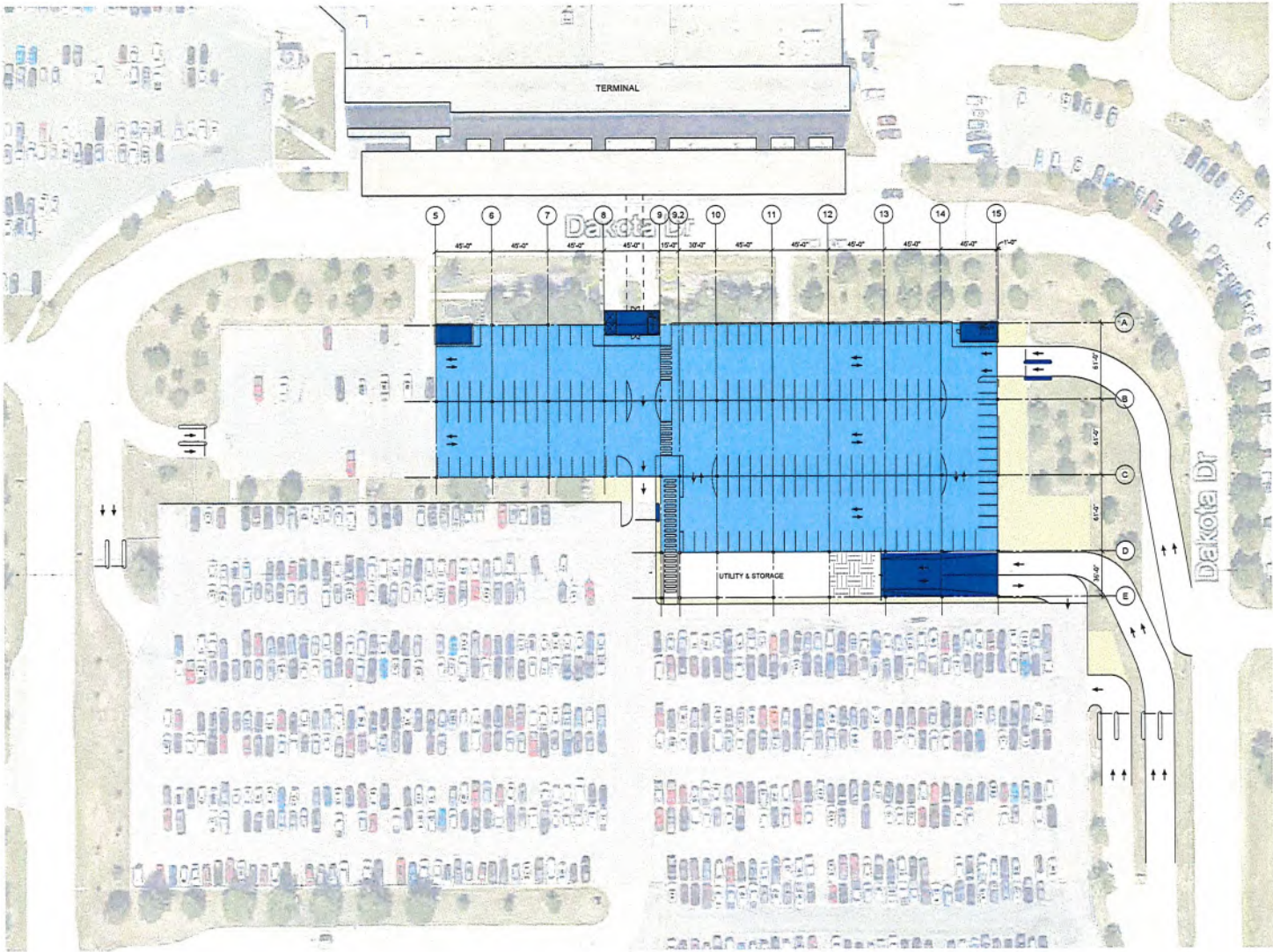


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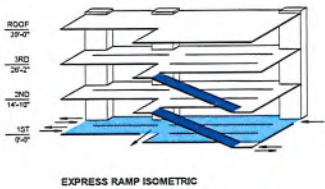
C - 3

HECTOR INTERNATIONAL AIRPORT PARKING GARAGE

FARGO, NORTH DAKOTA



OPTION 4



CAR TABULATION - APPROXIMATE			
LEVEL	STANDARD STALL 9'-0" 50"		TOTAL
SITE LOSS			-279
1ST	212		212
2ND	211		211
3RD	214		214
TOTAL	637		637
NET GAIN			357

21-005080.00

02/28/2023

20'-0" 100'-0"

NORTH



LEGEND

C - 4

Appendix D: Architectural Renderings



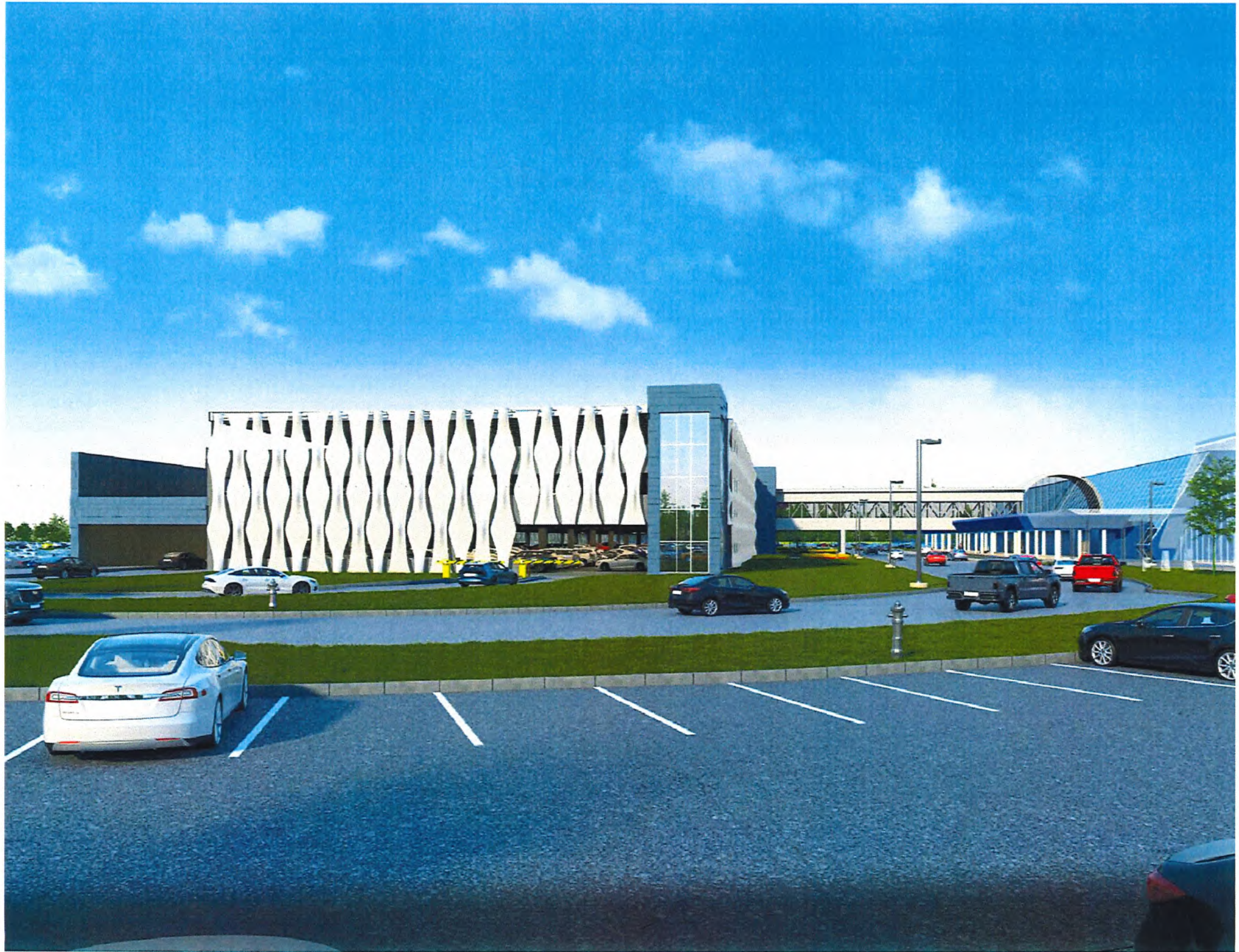














Appendix E: Rent A Car; Transactions and benchmarking.

Rental Transaction Totals for FAR Hector International Airport			
	2018	2019	2022
Transactions	59,121	62,616	49,830
Transaction Days	233,756	247,764	235,555
Transaction Days Annual Change	Base	6%	-5.2%

Airport CFC Rate Benchmarking				
Airport	Airport HUB Size	Airport Code	CFC Rate	CFC Per Day Transaction
Grand Forks International Airport	N	GFK	\$ 3.00	Day
Sioux Falls Regional Airport	S	FSD	\$ 3.00	Day
Williston Basin International Airport	N	XWA	\$ 3.50	Day
Eppley Airfield	M	OMA	\$ 3.50	Day
Bozeman International Airport	S	BZN	\$ 4.25	Day
Minot International Airport	N	MOT	\$ 4.50	Day
Des Moines International Airport	S	DSM	\$ 4.75	Day
Jackson Hole Airport	S	JAC	\$ 5.00	Day

Municipal Airport Authority Conduct and Code of Ethics Policy

Employee Conduct (General):

Municipal Airport Authority (MAA) employees are expected to comply with all administrative regulations, policies, orders, and directives. MAA employees are to perform their duties in a cooperative, respectful, and efficient manner.

Each employee has the responsibility to treat coworkers and citizens with respect. And conduct in the workplace that creates an intimidating or otherwise offensive environment is not tolerated.

While it is impossible to anticipate every circumstance in which an employee may be confronted with a questionable ethical dilemma, each employee has the responsibility to carefully consider the ramifications of a given situation and seek advice or counsel from either the appointing authority or Human Resources. Employees are encouraged to use good judgement and common sense when responding to these types of situations.

Employees must avoid any action which would result in or create the appearance of:

1. Using public employment for private gain
2. Giving preferential treatment to any person, business, or other entity.
3. Failing to ensure impartiality.
4. Making decisions outside of official channels.
5. Affecting adversely the confidence of the public in the integrity of the Municipal Airport Authority.

Conflict of Interest:

1. MAA employees shall not use their office or position for personal financial gain or for the financial gain of their family.
2. MAA employees shall not engage in their own business activity, accept private employment, or render services for private interests when such employment, business activity or service is incompatible with the proper discharge of their official duties or would impair their independence of judgment or action in the performance of their official duties.
3. MAA employees shall not use information obtained as a result of employment and not generally available to the public for their personal benefit.
4. Use of MAA property and/or materials for personal gain is not allowed on MAA time. Employees may be allowed to use these materials on their own time with the written approval of their immediate supervisor. MAA may allow usage of office equipment during non-work time and subject to the rules of the appropriate supervisor.

Solicitation of Receipt of Gifts:

1. Soliciting or accepting anything valued in excess of \$20.00 that arises from, or is offered because of employment, shall not be permitted. Food or beverages that may be immediately consumed may be accepted.
2. Employees shall not use their positions to gain special privileges and benefits, including favors, services and/or promises of future employment.
3. An employee who is offered anything valued in excess of \$20.00 (except food or beverages that may be immediately consumed) from a person, business or other entity must firmly decline acceptance of the item or offer. If there is any doubt about the value of a particular item or offer, the employee should consult her or his supervisor, who, in turn, may consult the appointing authority. The appointing authority has discretion over whether the item of offer constitutes anything of value.

Appointed Board Officials:

Appointed board officials are held to the same ideals and standards outlined in this policy.

Disciplinary Action:

Appointed board officials are not subject to disciplinary action except through appointment process. MAA employees who refuse or fail to comply with this policy may be subject to disciplinary action including, but not limited to reprimands (verbal and written), suspensions, demotions, and termination.