



A G E N D A
TUESDAY, SEPTEMBER 26, 2023
8:00 AM

1. Approve the minutes of the Regular Meeting held September 14, 2023.
2. Approve the airport vouchers totaling \$315,892.54.
3. Approve the individual vouchers:
 - A. MEAD & HUNT - \$62,394.23
North General Aviation Area Expansion.
 - B. MEAD & HUNT - \$5,353.37
Boarding Bridge – Gate #4.
 - C. MEAD & HUNT - \$13,342.32
Long Term Parking Lot Expansion.
 - D. MEAD & HUNT - \$813.03
East Economy Lot.
 - E. MEAD & HUNT - \$613,614.06
Passenger Terminal Expansion Project.
 - F. MEAD & HUNT - \$78,378.53
South General Aviation Area Apron soil management testing.
 - G. MCGOUGH - \$55,226.00
Partial Payment Request #3, Preconstruction Services, Passenger Terminal Expansion Project.
 - H. MEAD & HUNT - \$1,791.55
Security Access System Upgrade.
 - I. MEAD & HUNT - \$5,242.21
Cargo Apron Glycol Forcemain.
 - J. NORTHERN IMPROVEMENT COMPANY - \$643,109.34
Partial Payment Request #3, Long Term Parking Lot Expansion.
 - K. NORTHERN IMPROVEMENT COMPANY - \$2,551,239.26
Partial Payment Request #2, North General Aviation Area Apron Expansion and Perimeter Road Reconstruction.

AGENDA
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4. Adopt resolution for the Bank of North Dakota Airport Facilities Revenue Bond, Series 2023.
5. Continue discussion regarding proposed 2024 budget.
6. Receive communication from UPS regarding parking lot expansion project – ground lease amendment #1.
7. Receive update from Mead & Hunt regarding the passenger terminal project.
8. Receive proposed contract with TL Stroh Architects for parking structure (\$2,365,000).
9. Authorize travel to Chamber 2023 D.C. Fly-In, ND National Guard Reception, November 13-15, Washington, DC.
10. 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

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Regular Meeting

Thursday

September 14, 2023

The Regular Meeting of the Municipal Airport Authority of the City of Fargo, North Dakota, was held Thursday, September 14, 2023, at 8:00 am.

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

Chair Cosgriff presiding.

Approved the Minutes of the Regular Meeting Held August 22, 2023:

Kapitan moved to approve the minutes of the Regular Meeting Held August 22, 2023.
Second by Engen. All members present voted aye. Motion carried.

Approved the Airport Vouchers Totaling \$432,726.30:

Engen moved to approve the airport vouchers totaling \$432,726.30.
Second by Kapitan. All members present voted aye. Motion carried.

Approved the Individual Vouchers:

Engen moved to approve the individual vouchers:

- A. MCGOUGH - \$32,279.00
Partial Payment Request #2, Preconstruction Services – Passenger Terminal.
- B. SUN ELECTRIC - \$7,495.50
Partial Payment Request #4, Security Access System Upgrade.
- C. VOLAIRE AVIATION - \$1,875.00
Monthly air service data.
- D. TL STROH ARCHITECTS - \$9,940.56
Parking Lot Exit Plaza Project.

Approved the Individual Vouchers: (continued)

- E. FLINT GROUP - \$18,833.00
2023 Airport Marketing Program.

Second by Kapitan. All members present voted aye. Motion carried.

Received July Financials:

Engen moved to receive the July financials.

Second by Berg. All members present voted aye. Motion carried.

Received Update on Passenger Terminal Expansion and Modification Project from Mead & Hunt; Liebowitz & Horton:

Presenters were:

Brandon Halverson, Mead & Hunt
Steve Horton, Liebowitz & Horton (via zoom)
Monica Weddle, Liebowitz & Horton (via zoom)
Greg Pierson, SP Plus Parking (via zoom)

Halverson stated the goal today is to get direction from the board on what it wants to do as far as the budget for the project and he will cover three options. He stated this is a lot of information at one time so he will understand if the board is not ready to make a decision today.

A draft Terminal Expansion and Renovation Design (60%) – Financial Analysis and Estimated Project Cost and Development Schedule, and a Summary of Stakeholders' Participation to the Terminal Expansion and Renovation Project were reviewed.

Berg recommended the board take informal action to have a temporary subcommittee to review the financials on the terminal expansion project before presentations at the meetings so that the process for making decisions at meetings can be expedited. He stated he was willing to put in some extra time outside of the meetings to serve on that subcommittee.

Engen also volunteered to serve on that subcommittee.

It was the consensus of the board to approve that informal action.

Berg moved to receive and file the financial analysis presented today and that the revisions discussed be made and a revised analysis be presented at the next meeting.

Second by Engen. All members present voted aye. Motion carried.

Received Proposed Contract with TL Stroh Architects for Parking Structure (\$2,365,000):

Kapitan moved to delay this item until the next meeting.

Second by Berg. All members present voted aye. Motion carried.

Received Communication from The Arts Partnership:

The communication from Tania Blanich, The Arts Partnership, dated August 8, 2023, was received and filed without objection. The request was for \$6,500.00 for the partnership for the upcoming year starting October 1, 2023.

Engen moved to approve the partnership with The Arts Partnership for \$6,500.00. Second by Kapitan. All members present voted aye. Motion carried.

Received Special Assessment Notices from the City of Fargo – 40th Avenue North Street Lights; North University Drive Reconstruction:

The communication from Attorney Bossart dated August 29, 2023, to Dan Eberhardt, Special Assessments Coordinator, City of Fargo, was received and filed without objection.

Engen moved to receive the Special Assessment Notices for Improvement District #SL-21-C (Street Lighting & Incidentals) and Improvement District #BN-20-A (Arterial New Construction & Incidentals – Paving) and that the MAA request a deferral from the City of Fargo.

Second by Kapitan. All members present voted aye. Motion carried.

Received Update on South Perimeter Road Realignment Project (No Bids Received):

Jeff Klein, Mead & Hunt, was recognized and stated since the project was under \$200,000 we did not have to formally advertise for bids but invited proposals from three contractors. Bids were due September 7, but no bids were received. He stated the project will be re-bid in the spring.

Received Pavement Engineering Report from Mead & Hunt for South GA and Westside Terminal Ramps:

Jeff Klein, Mead & Hunt, was recognized and presented the Pavement Engineering Report compiled from a site visit on July 14, 2023.

Recommendation from Mead & Hunt is to apply Vetrofluid on the Westside Terminal apron and South GA apron at an estimated cost of \$128,707.00, which serves as a sealant to prevent FOD, and that Elephant Armor (filler material) be used in random sections within the Westside Terminal apron and South GA apron, to test its effectiveness for future repairs, at a cost of \$3,128.00. These steps will provide a rehabilitative solution to provide safe pavement until reconstruction is possible.

Berg moved to approve the recommendation by Mead & Hunt for application of Vetrofluid and Elephant Armor in the areas of the Westside Terminal apron and South GA apron.

Second by Engen. All members present voted aye. Motion carried.

Received Responses to Request for Qualifications for Engineering Services 2024-2028:

Dobberstein stated the FAA requires us to advertise a Request for Qualifications for engineering services for a term not to exceed five years. Proposal were due September 7 and we received one response, Mead & Hunt. Copies of their statement of qualifications were distributed to board members.

Engen moved to accept the proposal from Mead & Hunt and award a maximum five-year term.

Second by Kapitan. All members present voted aye. Motion carried.

Received Lease Agreement with Stuart Beckman for Short-Term Use of an Office in the Eastside Temrinal:

Engen moved to approve the lease agreement with Stuart Beckman for short-term use of an office in the Eastside Terminal effective September 15, 2023.

Second by Kapitan. All members present voted aye. Motion carried.

Authorized Purchase of 2024 Ford F-250 LX, State of North Dakota Contract (\$48,990.12):

Engen moved to authorize purchase of a 2024 Ford F-250 SX through the North Dakota State Contract at a cost of \$48,990.12.

Second by Kapitan. All members present voted aye. Motion carried.

Authorized Attendance at the Great Lakes Chapter AAAE Airports Conference, October 3-6, 2023, Rosemont, IL:

Kapitan moved to authorize attendance at the Great Lakes Chapter AAAE Airports Conference, October 3-6, 2023, Rosemont, IL.

Second by Engen. All members present voted aye. Motion carried.

Authorized Attendance at the ICAS (Airshow) Convention, December 4-7, 2023, Las Vegas, NV:

Engen moved to authorize attendance at the ICAS (Airshow) Convention, December 4-7, 2023, Las Vegas, NV.

Second by Kapitan. All members present voted aye. Motion carried.

Authorized Attendance at the AAAE Aviation Issues Conference, January 6-11, 2024, Kohala Coast, HI (Registration Only):

Dobberstein stated as a member of the Board of Directors of the AAAE, he would be required to pay for registration only for this conference. The AAAE covers the cost of travel.

Engen moved to authorize attendance at the AAAE Aviation Issues Conference, January 6-11, 2024, Kohala Coast, HI (registration only).

Second by Kapitan. All members present voted aye. Motion carried.

Airport Construction and Security Update:

Jeff Klein, Mead & Hunt, was recognized and gave an update on the Long-Term Parking Lot Expansion Project and the North General Aviation Apron Expansion Project.

Kapitan moved to adjourn the meeting until the next regular meeting to be held Tuesday, September 26, 2023.

Second by Engen. All members present voted aye. Motion carried.

Time at adjournment was 9:47 a.m.

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VOUCHERS FOR AUTHORITY APPROVAL - SEPTEMBER 26, 2023

3D SPECIALTIES	INSTALLATION OF FLASHING STOP SIGNS	\$293.07
ACME TOOLS	TOOLS - AIRFIELD LIGHTING	\$907.00
AIRSIDE SOLUTIONS, INC.	AIRFIELD LIGHTING	\$332.04
AIRSIDE SOLUTIONS, INC.	AIRFIELD LIGHTING	\$1,387.23
ALLIED UNIVERSAL SECURITY SERVICES	SECURITY GUARD SERVICE SEPTEMBER 1-7	\$3,898.07
ALLIED UNIVERSAL SECURITY SERVICES	SECURITY GUARD SERVICE AUG 25-31	\$3,591.13
ALL-TERRAIN GROUNDS MAINTENANCE	FALL APPLICATION (WEED/FERTILIZER), ENTRANCE SIGN AREA MAINT.	\$13,880.00
AMAZON	ATTACHMENT FOR PADDLE SWEEP - W. TERMINAL	\$487.00
AMAZON	STIHL TRIMMER HEAD KIT REPLACEMENTS	\$35.74
AMAZON	EMERGENCY WARNING BEACON STROBE - W. TERMINAL	\$194.97
AMAZON	LIGHTED EXTENSION CORDS - EQUIPMENT	\$75.90
ARAMARK	LINEN SERVICE/UNIFORMS - JULY	\$1,265.91
ATS MACHINE SAFETY SOLUTIONS	DRILL PRESS GUARD - MAINT SHOP	\$295.78
BDT MECHANICAL, LLC	SERVICE TO WATER LINES - MAINT SHOP	\$52,777.00
BDT MECHANICAL, LLC	PLUMBING SERVICE CALLS - W. TERM, MAINT SHOP, SRE, US CUSTOMS	\$2,801.56
BRITE-WAY WINDOW CLEANING	EXTERIOR WINDOW CLEANING - E. TERMINAL	\$895.00
BRITE-WAY WINDOW CLEANING	EXTERIOR/INTERIOR WINDOW CLEANING - MAINT SHOP	\$75.00
BURGGRAF'S ACE HARDWARE	MATERIALS TO REFINISH OUTDOOR BENCHES - W. TERM	\$91.32
BUTLER MACHINERY	PARTS FOR MOWER - EQUIP #18	\$548.53
CENTRAL SALES, INC.	PARTS FOR EQUIP #57	\$125.70
CHRISTIANSON'S BY FLUID	OFFICE FURNITURE (DESK, CABINETS) - ARFF STATION	\$8,049.52
CITY OF FARGO	STORM SEWER	\$459.17
COLE PAPERS INC.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,704.56
COLE PAPERS INC.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,597.35
CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE - ARFF SATION	\$227.99
CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE - W. TERMINAL	\$450.07
CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE - MAINT SHOP	\$379.00
CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE - SP PLUS (PARKING MGMT FEE)	\$229.00
COUNTRY GREENERY	PLANT LEASING/MAINT - 3RD QUARTER - W. TERMINAL	\$1,154.28
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$912.25
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$724.32
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$143.44
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$23.28
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$96.00
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,099.20
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$2,026.73
DAKOTA FENCE COMPANY	PAYMENT #2 (FINAL) REMOVE/REPLACE FENCE - SO GA	\$27,871.00
DAKOTA HOSE & FITTINGS LP	PETROLEUM SUCTION HOSE - PAINTER #28	\$33.40
DELTA AIR LINES	ARFF INTL. EDUC. SYMP - SEPT 25-28, APPLETON, WI (HILLUKKA)	\$284.61
DIAMOND VOGEL	YELLOW/BLACK PAINT - AIRFIELD	\$7,715.00
DIAMOND VOGEL	RED PAINT, HOSE FOR PAINTER	\$725.75
DOBBERSTEIN, SHAWN	TRAVEL - AAAE NATL AIRPORTS CONF, SEPT 9-12, SPOKANE	\$108.80
EASY BADGES, LLC	PROXIMITY CARDS (BADGES)	\$678.00
EPIC SOLUTIONS	PARTS FOR PAINTER - EQUIP #28	\$189.90
FAMILY FARE	BOTTLED WATER - BOARDROOM	\$5.99
FARGO TIRE SERVICE, INC.	TIRE - EQUIP #48	\$101.86
FEDEX	POSTAGE/SHIPPING	\$24.63
FEDEX	POSTAGE/SHIPPING	\$55.98
FEDEX	POSTAGE/SHIPPING	\$24.46
FLEETPRIDE	PARTS FOR EQUIP #2, #8	\$120.67
FLIGHT AWARE	FBO TOOLBOX	\$110.00
GRAINGER	PLUMBING MATERIALS - E AND W TERMINALS	\$213.44
GRAINGER	PLUMBING MATERILS - W. TERMINAL	\$79.47
GRAINGER	BUILDING SUPPLIES (CARPET SHEARS) - W. TERMINAL	\$42.46
GRAINGER	JANITORIAL SUPPLIES - W. TERMINAL (SPRAYERS)	\$81.30
GRAINGER	HYDROMETER - DE-ICING MIXING TANK	\$30.24
GRAINGER	ATTACHMENTS FOR PADDLE SWEEPER - W. TERMINAL	\$872.92
GRAINGER	SHOP SUPPLIES - PAINT, DUCT TAPE	\$54.57
HALI-BRITE, INC.	AIRFIELD LIGHTING	\$473.72
HALI-BRITE, INC.	AIRFIELD LIGHTING	\$745.37
HAUGEN MOECKEL & BOSSART	LEGAL SERVICES - AUGUST 2023	\$3,700.00
HORNBACHER'S	COOKIES FOR TERMINAL EXPANSION MEETING - AUG 15	\$27.96
HORNBACHER'S	COFFEE - BOARDROOM	\$25.98
HUBER ELECTRIC MOTOR & PUMP REPAIR	REPAIRS TO PUMPS - W. TERMINAL	\$3,297.00
ICE COBOTICS	ROBOTIC VACUUM SUBSCRIPTION - W. TERMINAL - AUGUST	\$549.00
JOHNSON CONTROLS FIRE PROTECTION	ANNUAL FIRE ALARM SERVICE AGREEMENT - W. TERM	\$312.98
LINDE GAS & EQUIPMENT INC.	OXYGEN - ARFF STATION	\$70.40
LOWE'S	GENERAL SUPPLIES - CHAIN (PUBLIC AREA LIGHTING)	\$63.96
LUMACURVE AIRFIELD SIGNS	AIRFIELD LIGHTING - TRANSFORMERS	\$631.87
MACQUEEN EMERGENCY GROUP	EQUIPMENT PARTS - ARFF TRUCK	\$144.70
MACQUEEN EMERGENCY GROUP	EQUIPMENT PARTS - ARFF TRUCK	\$484.83

MACQUEEN EMERGENCY GROUP	CREDIT FOR RETURNED PARTS - EQUIPMENT PARTS - #20	-\$600.20
MACQUEEN EMERGENCY GROUP	EQUIPMENT PARTS - #10	\$1,383.66
MAC'S	SUPPLIES (NUTS, BOLTS, ETC) PUBLIC AREA LIGHTING	\$21.25
MEAD INDUSTRIES, INC.	WILDLIFE CONTROL SUPPLIES - AIRFIELD	\$351.19
MIDWEST COMMUNICATIONS	PHONE SERVICE - AUGUST 2023	\$231.34
MIDWEST PEST CONTROL INC.	PEST CONTROL - ARFF STATION	\$25.00
MIDWEST PEST CONTROL INC.	PEST CONTROL (4 BUILDINGS)	\$170.00
MOTION INDUSTRIES, INC.	PARTS FOR DE-ICING TANKS - AIRFIELD	\$3,203.54
NELSON INTERNATIONAL	REPAIRS TO EQUIP #40	\$598.45
NORTHERN IMPROVEMENT CO.	PAVEMENT AND INLET REPAIRS - SOUTH GA	\$30,694.70
NOVA FIRE PROTECTION, INC.	ANNUAL SPRINKLER INSPECTION - SRE BUILDING	\$170.00
NOVA FIRE PROTECTION, INC.	ANNUAL SPRINKLER INSPECTION - MAINT SHOP	\$145.00
NOVA FIRE PROTECTION, INC.	ANNUAL SPRINKLER INSPECTION - W. TERMINAL	\$195.00
OFFICE DEPOT	OFFICE SUPPLIES - BATTERIES	\$49.48
PRO RESOURCES CORPORATION	PAYROLL, TAXES, FEES SEPT 4- 17	\$88,552.63
RANDALL'S EXCAVATING	INLET AND CONCRETE REPAIRS - SOUTH GA	\$14,005.78
RDO EQUIPMENT CO.	PARTS FOR MOWER - EQUIP #25	\$305.99
RIGELS	PART FOR DRYER - ARFF STATION	\$24.64
S & L COMPUTER SERVICES, INC.	TECHNICAL SERVICES	\$112.50
S & L COMPUTER SERVICES, INC.	TECH SERVICES	\$75.00
SANFORD HEALTH OCCMED	PRE-EMPLOYMENT SCREENING - ARFF	\$830.00
SHERATON SUITES ALEXANDRIA	ASOS TRAINING, AUG 23-34, WASH, DC - HOLMEN	\$379.04
SHOPLET.COM	OFFICE SUPPLIES - TAPE	\$35.94
SHOPLET.COM	OFFICE SUPPLIES - BINDERS, CALENDARS	\$115.31
SIGN SOLUTIONS	SIGNS - PUBLIC AREA	\$76.52
SIGN SOLUTIONS	SIGNS - PUBLIC AREA (WALKWAY TO TERMINAL)	\$99.63
SIGN SOLUTIONS	SIGNS - "AUTHORIZED PERSONNEL ONLY" - AIRFIELD	\$368.95
SWANSTON EQUIPMENT	EQUIPMENT RENTAL - BRUSHCAT - AIRFIELD	\$2,500.00
SWANSTON EQUIPMENT	EQUIPMENT RENTAL - BOBCAT COMPACTOR - AIRFIELD	\$3,400.00
THE ARTS PARTNERSHIP	PARTNERSHIP - OCT 1, 2023 - SEPT 30, 2024	\$6,500.00
T-MOBILE	AIRFIELD WIRELESS CARD, 24 HR OPS CELL, ARFF CELL	\$91.46
TRANSPORTATION SECURITY CLEARINGHOUSE	BACKGROUND CHECKS	\$825.00
TRANSPORTATION SECURITY CLEARINGHOUSE	BACKGROUND CHECKS	\$700.00
ULINE	SAFETY EQUIPMENT - MAINT SHOP	\$288.84
ULINE	SHOP SUPPLIES, FILE CABINET/SUPPLIES- ARFF STATION	\$2,015.58
US CUSTOMS AND BORDER PROTECTION	REIMBURSABLE EXPENDITURES 10/1/22 - 9/30/23	\$4,199.00
WAI NORTHERN PLANES	SPONSORSHIP - GIRLS IN AVIATION DAY - SEPT 23	\$500.00
ZOOM	INCREASED CAPACITY FOR AUG 15 MEETING	\$50.00
ZOOM	MONTHLY SUBSCRIPTION (AUG 30 - SEPT 29)	\$15.99
		\$315,892.54

\$40,000,000
MUNICIPAL AIRPORT AUTHORITY
OF THE CITY OF FARGO, NORTH DAKOTA
AIRPORT FACILITIES REVENUE BOND, SERIES 2023

4

FINANCING RESOLUTION

WHEREAS, the Board of Commissioners of the Municipal Airport Authority of the City of Fargo, North Dakota (the "Authority Authority") finds that it is financially feasible and in its best interest to finance in part the Hector International Airport passenger terminal expansion and renovation project; and

WHEREAS, the Bank of North Dakota ("BND") is authorized pursuant to N.D.C.C. Section 6-09-49 to lend money to political subdivisions of the State of North Dakota pursuant to the terms of the Infrastructure Revolving Loan Fund; and

WHEREAS, the Airport Authority has made timely application to BND pursuant to the requirements of the Infrastructure Revolving Loan Fund to finance a portion of the cost of the Project and BND has approved the Airport Authority's application pursuant to the terms of a commitment letter dated June 15, 2023 (the "Commitment Letter").

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Airport Authority as follows:

SECTION 1. DEFINITIONS. As used in this Resolution, the following words shall have the following meanings:

"Airport" means the Hector International Airport, Fargo, North Dakota.

"Airport Authority" means the Municipal Airport Authority of the City of Fargo, North Dakota, a North Dakota political subdivision and its successors and assigns.

"BND" means the Bank of North Dakota.

"Board" means the Board of Commissioners of the Airport Authority.

"Bond Fund" means the Bond Fund established pursuant to Section 9 hereof.

"Bond" means the Municipal Airport Authority of the City of Fargo, North Dakota, Airport Facilities Revenue Bond, Series 2023 issued pursuant to this Resolution in the amount of not to exceed \$40,000,000.

"Bondholders" means the person or persons in whose name such Bond shall be registered.

"City" means the City of Fargo, North Dakota, a North Dakota political subdivision and its successors and assigns.

"Commitment Letter" means the BND Commitment Letter dated June 15, 2023.

“Construction Fund” means the Construction Fund established pursuant to Section 10 hereof.

“Default” means any event specified in Section 17(a) of this Resolution.

“FAA” means the Federal Aviation Administration.

“Gross Revenues” means all revenues derived from the operation of the Airport and its appurtenant air navigation facilities, and any other property owned by the Airport Authority and from any future additions thereto and betterments thereof, including all income and receipts derived from charges, rents, fees and tolls, for the services, facilities, products and by-products of the Airport or appurtenant air navigation facilities, and from the net proceeds of the (derived after the repayment of any grants, fees, commissions or services in connection with the conveyance) sale of any of the properties of the Airport Authority, and from the investments of any of the money so collected and the proceeds of taxes which the Airport Authority has certified to the City to levy and collect pursuant to N.D.C.C. Section 2-06-14, and Passenger Facility Charges; however, Gross Revenues does not include: (a) any payments of special assessments levied against benefitted properties; (b) the proceeds of any grants; (c) the proceeds of any borrowing for capital improvements; (d) the proceeds of any liability insurance; and (e) the proceeds of any casualty insurance which the Airport Authority intends to utilize for repair or replacement of the Airport.

“Loan Agreement” means the Loan Agreement between the Airport Authority and BND dated as of November 1, 2023.

“Net Revenues” means Gross Revenues less Operating Expenses.

“N.D.C.C.” means the North Dakota Century Code.

“Operating Expenses” means all normal, reasonable and current expenses incurred for operation, maintenance and repair of the Airport, including but not limited to administrative expenses, financial and auditing expenses, insurance premiums, claims (to the extent money is not available from proceeds of insurance), taxes, legal and engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, payments to reserve funds, and any other expenses that are properly and directly attributable to operations of the Airport, but excluding depreciation, debt service, amortization and capital expenditures.

“Parity Bonds” means any revenue bonds or other obligations of the Airport Authority issued hereafter which comply with the provisions of Section 16 of this Resolution for the issuance of Parity Bonds.

“Passenger Facility Charge” means an (i) FAA approved charge for every eligible passenger at the Airport, (ii) as authorized pursuant to FAA regulations and rules as amended from time to time; and (iii) approved by the FAA to be specifically used as debt service for the Bond. -

“Project” means the Hector International Airport passenger terminal expansion and renovation project.

“Registrar” means the Airport Authority Secretary, or any entity which is under contract with the Airport Authority to serve as paying agent and registrar for the Bond and its successors and assigns.

“Reserve Fund” means the Reserve Fund established pursuant to Section 11 hereof.

“Reserve Requirement” means an amount equal to the average annual debt service on the Bond.

SECTION 2. AUTHORIZATION. Pursuant to the authority of N.D.C.C. Chapters 2-06 and 40-35 and the provisions of this Resolution, a bond of the Airport Authority entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed Forty Million Dollars (\$40,000,000). The Bond shall be designated “\$40,000,000 Municipal Airport Authority of the City of Fargo, North Dakota, Airport Facilities Revenue Bond, Series 2023”, issued for the purpose of constructing the Project and paying related costs of issuance.

SECTION 3. SALE OF THE BOND. The Bond is hereby sold through negotiated sale to BND on the terms and conditions set forth in the Commitment Letter and herein at a purchase price of not to exceed \$40,000,000, or such lesser amount as may be required for the completion of the Project. The Airport Authority agrees to pay all costs associated with the issuance and sale of the Bond. The Bond shall consist of a single term bond in the amount of not to exceed \$40,000,000. The Bond shall be issued only in fully registered form without coupons.

SECTION 4. TERMS. The Bond shall be dated November 1, 2023. The Bond shall mature on November 1, 2053, and shall bear interest at the rate of 2.00% payable on May 1 and November in each year commencing May 1, 2024.

The Bond is subject to annual mandatory principal installments commencing November 1, 2024, with the last principal payment being made on November 1, 2053, subject however to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with Section 1.06 of the Loan Agreement. The preliminary amortization schedule has been presented to the Board at this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond and the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (15th) (whether or not a business day) of the immediately preceding month. Interest on the Bond shall cease at maturity or on a date prior thereto on which it has been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the Bond Fund established herein.

SECTION 5. REDEMPTION. The Bond is subject to prepayment, in whole or in part, on any date at the option of the Airport Authority upon 30 days’ written notice at a price equal to the principal amount thereof plus accrued interest.

SECTION 6. PREPARATION AND EXECUTION; FORM OF BOND. The Bond shall be printed under the supervision and at the direction of the Secretary, executed by the manual signature of the Chair, sealed with a manual or facsimile of the Airport Authority's official seal, if any, and attested to by the manual signature of the Secretary and delivered to BND at closing. The Bond shall be reproduced in substantially the form on file with the Secretary.

SECTION 7. DEDICATION OF NET REVENUES. The Airport Authority hereby dedicates and pledges for the payment of the principal and interest on the Bond, the Net Revenues. The levy and collection of the Net Revenues and the dedication of such shall be irrevocable so long as any principal of or interest on the Bond remains outstanding and unpaid. The Airport Authority covenants to request that the City levy taxes pursuant to N.D.C.C. Section 2-06-14 sufficient to pay debt service on the Bond, subject to applicable levy limitations.

SECTION 8. SECURITY. The Bond shall be a limited obligation of the Airport Authority, and shall be payable solely from the Net Revenues, as provided by this Resolution and does not constitute a debt of the Airport Authority or the City within the meaning of any constitutional or statutory limitation.

SECTION 9. BOND FUND. The Airport Authority shall establish and maintain so long as the Bond is outstanding and unpaid, a sinking fund as a separate and special bookkeeping account on the official books and records of the Airport Authority, to be designated the "Bond Fund." The Board shall make the following deposits into the Bond Fund:

(a) Commencing on the first day of the month following the closing date, and monthly thereafter the Airport Authority will deposit into the Bond Fund Net Revenues in an amount equal to one-sixth (1/6) of the amount necessary to pay Bond interest which will become due on the next interest payment date after crediting the amount of accrued interest and earnings on the Bond Fund, if any. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the Airport Authority shall deposit into the Bond Fund from the Net Revenues an amount sufficient to permit all interest due on the Bond to be paid on the date it is due.

(b) Commencing on the first day of the month following the closing date, and monthly thereafter, the Airport Authority will deposit into the Bond Fund Net Revenues in an amount equal to one-twelfth (1/12) of the amount necessary to pay any Bond principal which will become due on the next principal payment date. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the Airport Authority will deposit into the Bond Fund from the Net Revenues an amount sufficient to permit all principal due on the Bond to be paid on the date it is due.

(c) On each principal and interest payment date, from funds on deposit in the Reserve Fund, such additional amounts, if any, as may be necessary to meet principal and interest payments then due.

Deposits required to be made pursuant to Sections 9(a) and 9(b) above are cumulative, and if the Net Revenues are not sufficient to credit the amount required in any month, an amount equal to the deficiency shall be credited from the next Net Revenues thereafter received. The money and investments in the Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable and for that purpose only.

SECTION 10. CONSTRUCTION FUND. The Board shall establish a Construction Fund and shall deposit to the credit of such Fund the proceeds of the Bond.

As bond proceeds are needed for Project costs, the Airport Authority shall submit requests in accordance with Section 1.06 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Bond. Money in the Construction Fund from such proceeds and earnings shall be used for payment of Project cost and costs of issuance of the Bond to include reimbursement to the Airport Authority for advances made for such costs or to refund amounts borrowed for the Project, and for no other purpose.

Money in the Construction Fund shall be deposited with a qualified depository and any deposits in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Administration shall be collateralized in accordance with Section 21-04-09 of the N.D.C.C. Money in the Construction Fund shall be subject to withdrawal from time to time by the Chair and Secretary for the purposes set forth above.

Money in the Construction Fund may be invested in such investments as are authorized by law for the Airport Authority. Earnings from investment of the funds in the Construction Fund shall remain in the Construction Fund and shall be treated and disbursed as Bond proceeds. Any proceeds of the Bond and any interest earnings thereon remaining in the Construction Fund after payment of all outstanding interim indebtedness, costs of the Project, reimbursement of prior expenditures and issuance costs shall be transferred to the Bond Fund.

SECTION 11. RESERVE FUND. As more fully set forth in this Section, the Airport Authority shall establish and maintain a balance in the Reserve Fund at least equal to the Reserve Requirement of \$1,766,515. If at any time the balance in the Reserve Fund is less than the Reserve Requirement, the Airport Authority will transfer Net Revenues to the Reserve Fund.

The Airport Authority shall fund the Reserve Requirement from Net Revenues in the amount of one-fifth (1/5) of the Reserve Requirement (\$353,303) each November 1 commencing November 1, 2024, and on each November 1 thereafter with the final deposit made on November 1, 2028. The Reserve Requirement is based upon total draws of \$40,000,000. If the Airport Authority draws less than \$40,000,000 the Reserve Requirement shall be adjusted downward.

Money required to be maintained in the Reserve Fund will be used only to pay principal and interest on the Bond, and only in the event that the Net Revenues and money in the Bond Fund are insufficient to pay Bond principal, premium, if any, and interest when due; provided, however, that when the balances of the Bond Fund and the Reserve Fund equal an amount sufficient to redeem or pay at maturity the Bond, together with interest thereon and premium, if any, said balances may be applied to such redemption or payment at maturity, as the case may be, whether or not other money is available for such payment.

Any amounts on deposit in the Reserve Fund, including interest earnings, in excess of the Reserve Requirement shall be transferred to the Bond Fund at the end of each and every fiscal year. Any surplus remaining in the Reserve Fund after the Bond has been paid may be used for any lawful purpose determined by the Airport Authority.

SECTION 12. CITY DEFICIENCY TAX LEVY. Pursuant to N.D.C.C. Section 2-06-10(9) the City has covenanted to levy a general tax upon all taxable property in the City for the payment of any deficiency in Airport Authority funds to pay debt service on the Bond. The City may levy a general tax upon all taxable property in the City for the payment of any deficiency that is likely to occur within one year in Airport Authority funds to pay debt service on the Bond. The taxes levied by the City for

debt service on the Bond are not subject to any limitation of rate or amount applicable to other City taxes. Provided, the Airport Authority agrees to provide for any deficiency in the debt service requirements for the Bond from available funds, prior to notifying the City of the need for a deficiency tax levy.

SECTION 13. RATE COVENANT. The Airport Authority covenants that it will impose, maintain, and collect charges, rents, fees, and tolls for the services, products and by-products of the Airport and air navigation facilities which, together with the tax levy authorized by N.D.C.C. Section 2-06-14, are projected to generate Net Revenues at least equal to 1.10 times the annual debt service on the outstanding Bond and Parity Bonds.

SECTION 14. GENERAL COVENANTS. The Airport Authority hereby covenants and agrees with the Bondholders as follows:

(a) To fully and promptly perform the covenants contained and referred to herein and each and all the duties prescribed in the N.D.C.C., including Chapter 2-06.

(b) To continue to own, operate and maintain the Airport, and not sell or otherwise dispose of any properties thereof; provided, however, that any properties of the Airport not essential to continued operation of the Airport in satisfaction of other covenants herein prescribed may be sold or otherwise disposed of at their fair market value, and the proceeds thereof used to purchase other properties required for the Airport or to pay principal of and interest on obligations issued with respect to the Airport. The Airport Authority will continue to maintain the Airport in good and efficient operating condition, supplying service and facilities to the general aviation public.

(c) To promptly notify the City of any deficiency or projected deficiency in the Bond Fund or Reserve Fund and take such action as may be necessary to cause the deficiency levy to be certified for collection by the City Commission.

(d) That it will maintain complete books and records relating to the operation of the Airport, the Construction Fund, the Bond Fund, and the Reserve Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be provided to BND.

SECTION 15. REGISTRATION AND TRANSFER. The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for bonds of other authorized denominations. Upon such transfer or exchange the Airport Authority will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of the Bond shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bond.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the Airport Authority and the Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Airport Authority nor the Registrar shall be affected by any notice to the contrary.

SECTION 16. PARITY BONDS. The Airport Authority may issue Parity Bonds to provide funds to finance the acquisition, construction and equipping of Airport facilities, the repair and improvement of Airport facilities, the refunding of outstanding bonds, or any other legal purpose upon the following conditions:

- (a) No Default has occurred and is continuing;
- (b) At the time of the issuance of the Parity Bonds there is no deficiency in the Bond Fund or the Reserve Fund;
- (c) The Resolution authorizing the issuance of the Parity Bonds contains a covenant requiring the Airport Authority to impose charges, rents, fees, and tolls, and request a tax levy sufficient to generate Net Revenues for the fiscal year following the year in which the Parity Bonds are issued at least equal to 1.10 times the average annual debt service on all outstanding Bonds including the Parity Bonds;
- (d) The average Net Revenues of the Airport Authority for the preceding three fiscal years prior to the year in which the proposed Parity Bonds are to be issued were at least 110% of the average annual debt service on all outstanding bonds and parity obligations (including principal and interest on the proposed Parity Bonds) for any future fiscal year during which Bonds are outstanding; and
- (e) The City shall have by resolution approved the issuance of the Parity Bonds and covenanted to certify a deficiency tax levy pursuant to N.D.C.C. Section 2-06-10(9).

All Parity Bonds issued in accordance with this Section shall have a lien on the Net Revenues which is equal to the lien of the Bonds and all Parity Bonds issued in accordance with this Section. Nothing in this Resolution shall preclude the Airport Authority from issuing subordinate lien bonds or from providing payments on other obligations which are expressly made a charge on only the surplus Net Revenues subordinate to the pledge of Net Revenues to the Bond authorized hereunder.

SECTION 17. DEFAULT AND REMEDIES.

- (a) The following events shall constitute Default:
 - (i) failure to pay Bond principal or interest when due; or
 - (ii) failure to perform any other obligation of the Airport Authority imposed by the Resolution, Loan Agreement, or the Bond, but only if:

(A) the failure continues for a period of more than thirty (30) days after demand has been made on the Airport Authority to remedy the failure, and

(B) the Airport Authority fails to take reasonable steps to remedy the failure within that thirty-day period; or

(iii) imposition of a receivership upon the Airport Authority; or

(iv) written admission by the Airport Authority that the Airport Authority is unable to pay its debts as they become due.

(b) Upon Default, any Bondholder may exercise any of the following remedies:

(i) by mandamus or other suit, action, or proceeding at law or in equity, enforce the holder's rights against the Airport Authority and its Board and any of its officers, agents, and employees and may require the Airport Authority or the Board or any officers, agents, or employees of the Airport Authority or Board to perform their duties and obligations under Chapter 2-06 of the N.D.C.C. and the covenants and agreements contained herein;

(ii) By action or suit in equity, require the Airport Authority and the Board to account as if they were the trustees of an express trust;

(iii) By action or suit in equity, enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders; or

(iv) Bring suit upon the Bond.

A right or remedy conferred by this Section upon any Bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this Section or by any other law of the State.

SECTION 18. AMENDMENT OF RESOLUTION.

(a) This Resolution may be amended without the consent of any Bondholders for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Airport Authority in this Resolution any other covenants and agreements thereafter to be observed by the Airport Authority or to surrender any right or power herein reserved to or conferred upon the Airport Authority;

(ii) to cure any ambiguity or formal defect contained in this Resolution, if that cure does not, in the judgment of the Board, adversely affect the interests of the Bondholders;

(iii) to issue Parity Bonds in accordance with Section 16 hereof; or

(iv) to make any other change which, in the opinion of Airport Authority counsel and BND counsel, is not to the prejudice of the holders of the Bond.

(b) This Resolution may be amended for any other purpose only upon consent of not less than 50% in aggregate principal amount of the Bond outstanding; provided, however, that no amendment shall be valid which:

(i) extends the maturity of any Bond, reduces the rate of interest upon any Bond, extends the time of payment of interest on any Bond, reduces the amount of principal payable on any Bond, or reduces any premium payable on any Bond, without the consent of the affected Bondholder; or

(ii) reduces the percentage of Bondholders required to approve the amendatory resolutions.

SECTION 19. DISCHARGE. When the Bond, and the interest thereon, has been discharged as provided in this Section, all pledges, covenants, and other rights granted by this Resolution shall cease. The Airport Authority may discharge the Bond installments due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond installment or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Airport Authority may also discharge all prepayable Bond installments called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The Airport Authority may also discharge all or part of the Bond at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on the Bond prior to the date upon which the same will be prepayable according to their terms, and paying such Bond on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the State of North Dakota, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bond installments on or before such date has been duly given as required herein.

SECTION 20. OTHER DOCUMENTS AND PROCEEDINGS. The officers of the Airport Authority are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and the Loan Agreement and the issuance, sale, and delivery of the Bond. The officers of the Airport Authority are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bond, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bond, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the Airport Authority as to the correctness of all facts stated or recited therein.

SECTION 21. LOAN AGREEMENT. The Board has received a proposed Loan Agreement to purchase the Bond upon the terms and conditions set forth therein and in the Commitment Letter. The Board hereby finds and determines the Loan Agreement to be in the best interest of the Airport

Authority and hereby accepts the Loan Agreement and instructs the Chair and Secretary to execute the Loan Agreement on behalf of the Airport Authority. The Loan Agreement is hereby incorporated by reference and the sale of the Bond is hereby awarded to BND. Each and all the provisions of this Resolution relating to the Bond are intended to be consistent with the provisions of the Loan Agreement, and to the extent that any provision in the Loan Agreement is in conflict with this Resolution as it relates to the Bond, that provision in the Loan Agreement shall control and this Resolution shall be deemed accordingly modified. The Loan Agreement may be attached to the Bond and shall be attached to the Bond if the holder of the Bond is any person other than BND.

SECTION 22. CERTIFICATES. The Chair and Secretary, in consultation with the counsel, are hereby authorized to deliver certificates which cures ambiguities, defects or omissions herein, correct, amend, or supplement any provision herein, all in furtherance of the financing contemplated by the Commitment Letter. Such authorization shall include, but is not limited to, adjustment of the amortization schedule and issuance of a revised bond in the event the preliminary amortization schedule is adjusted with the consent of BND.

Dated: September 26, 2023.

**MUNICIPAL AIRPORT AUTHORITY
OF THE CITY OF FARGO, NORTH DAKOTA**

Attest:

Chair, Board of Commissioners

Secretary

The governing body of the Airport Authority acted on the foregoing resolution at a properly noticed meeting held in Fargo, North Dakota, on September 26, 2023, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

“Aye” _____

“Nay” _____

Absent _____

Abstain _____

9/21/2023

PRELIMINARY 2024 BUDGET

561 OPERATIONS AND MAINTENANCE ACCOUNT

561-7004-493-1100 – WAGES

3% COLA IS INCLUDED

ADDITIONAL FULL-TIME EMPLOYEES ARE INCLUDED IN THE BUDGET LINE ITEM.

AIRPORT OPERATIONS ATTENDANT (\$47,000)

AIRPORT EQUIPMENT TECHNICIAN II (\$58,000)

AIRFIELD MAINTENANCE SPECIALIST II (\$55,000)

AIRFIELD MAINTENANCE SPECIALIST III (\$66,000)

THESE POSITIONS HAVE BEEN INCLUDED IN PAST BUDGETS BUT HAVE NOT BEEN FILLED. THE OPTION NEEDS TO BE INCLUDED AS IT BECOMES MORE DIFFICULT TO ATTRACT SEASONAL PART-TIME EMPLOYEES.

561-7005-493-1100 – ARFF WAGES

3% COLA IS INCLUDED

561-7004/7005-493-2001 – EMPLOYEE BENEFITS/HEALTH INSURANCE

A 5.77% INCREASE IN THE 2024 PREMIUM INCLUDED PER BROWN AND BROWN. THIS IS THE COMPANY THAT MANAGES THE ND PUBLIC HEALTH INSURANCE TRUST (NDPHIT). KEANNA PIECHOWSKI FROM BROWN AND BROWN EMAILED 8/1/2023 TO CONVEY OUR MEDICAL PLAN INCREASE FOR CY2024.

THE MAA EMPLOYEES PAY \$71.50 PER MONTH FOR A SINGLE PLAN AND \$370.24 FOR A FAMILY PLAN. THE MAA FROZE THIS EMPLOYEE SHARE FOR 2023 AND I RECOMMEND THE EMPLOYEE SHARE REMAIN THE SAME FOR 2024 WITH THE MAA PAYING FOR THE BALANCE OF THE PREMIUM. THE ESTIMATED ANNUAL COST IS \$270,471 BASED ON AN THE 5.77% PREMIUM INCREASE.

I MENTIONED THE MAA COULD CONSIDER PAYING 100% OF HEALTH INSURANCE PREMIUM FOR EMPLOYEES. THE ESTIMATED ANNUAL COST IS \$340,569.60. IT IS POSSIBLE ADDITIONAL EMPLOYEES THAT ARE NOT PART OF THE HEALTH INSURANCE PLAN COULD DECIDE TO PARTICIPATE. THIS WOULD INCREASE THE ANNUAL COST. IT IS POSSIBLE EMPLOYEES CURRENTLY ENROLLED IN A SINGLE PLAN COULD CHANGE TO A FAMILY PLAN WHICH WOULD INCREASE THE ANNUAL COST.

THE MAA RECOVERS 100% OF THE HEALTH INSURANCE PREMIUM COSTS FOR OUR ARFF EMPLOYEES FROM THE AIRLINES. THE ANNUAL AMOUNTS ABOVE ARE THE GROSS COST. THE NET WOULD BE LESS AFTER THE AIRLINES REIMBURSEMENT.

561-7007-493-1100 – TSA REQUIRED FARGO PD LEO

\$488,246 – BUDGET SOURCE IS FARGO PD KATHY LORMIS EMAIL 6/20/2023

100% OF THE ACTUAL COST IS REIMBURSED BETWEEN A TSA REIMBURSABLE AGREEMENT AND THE AIRLINES.

561-7004-493-3380 – SECURITY SERVICES

THE BUDGET INCLUDES \$200,000 FOR OUR TRADITIONAL PRIVATE SECURITY GUARD SERVICES. IT INCLUDES AN ADDITIONAL \$300,000 FOR THE TSA FEDERAL UNFUNDED MANDATE FOR AIRPORTS TO SCREEN AVIATION WORKERS. THIS REQUIREMENT IS SCHEDULED TO START SEPTEMBER 25, 2023. CONGRESS HAS REQUESTED THE TSA TO RECIND THEIR SECURITY DIRECTIVE. WE DO NOT KNOW THE ANSWER TODAY.

561-7005-493-4320 – ARFF GENERAL EQUIPMENT REPAIR

OUR ARFF TRUCKS ARE GETTING OLDER AND ARE REQUIRING ADDITIONAL ANNUAL MAINTENANCE. PUMPS/HOSES ETC.

561-7004-493-7410 – CAPITAL OUTLAY MACHINERY AND EQUIPMENT

THE MAA APPROVED THE PURCHASE OF TWO SNOW REMOVAL UNITS. THEY WILL BE DELIVERED IN 2024. \$1,977,985. THE BUDGET INCLUDES FUNDS FOR ADDITIONAL SNOW REMOVAL EQUIPMENT SUCH AS A SMALL SNOWBLOWER REPLACEMENT.

561-7004-363-8801 – LAND TRANSPORT FACILITIES/SP PLUS

SOURCE: GREGORY PIERSON SP PLUS 6/16/2023

\$6,700,000 ESTIMATED GROSS REVENUE

561-7004-493-3885 – PARKING MANAGEMENT

SOURCE: GREGORY PIERSON SP PLUS 6/16/2023

\$906,000 ESTIMATED EXPENSES

563 CONSTRUCTION AND IMPROVEMENT ACCOUNT**563-7006-331-1305 – DIRECT ASSIST/AIRPORT IMPROVEMENT PROGRAM (AIP)**

SOURCE: LEIBOWITZ AND HORTON FINANCIAL ANALYSIS SCHEDULE IIIB 9/12/23

\$21,965,599 – AIP ENTITLEMENT GRANT - PASSENGER; AIP ENTITLEMENT GRANT – CARGO; BIL AIRPORT INFRASTRUCTURE GRANT (AIG); AIP ENTITLEMENT CARRYOVER; AIP DISCRETIONARY/BIL AIRPORT TERMINAL GRANT (ATP).

\$12,600,000 – ESTIMATED 90% FEDERAL SHARE OF WEST TERMINAL APRON EXPANSION PROJECT TO ACCOMMODATE PASSENGER TERMINAL EXPANSION AND MODIFICAITON PROJECT.

TOTAL \$34,565,599

563-7006-334-3305 – STATE GRANTS / CAPITAL GRANT ASSISTANCE

SOURCE: LEIBOWITZ AND HORTON FINANCIAL ANALYSIS SCHEDULE IIIB 9/12/23

\$1,627,913

563-7004-396-1200 – NON-OPERATING/PROPERTY TAXES (MILL LEVY)

SOURCE: CITY ASSESSOR MICHAEL SPLONSKOWSKI 5/2023

2023 ESTIMATED VALUE OF ONE MILL \$803,293

WE BUDGET AT 95% OR \$763,129 PER MILL
TWO MILLS ESTIMATED TOTAL **\$1,526,258**

563-7004-493-7230 – BUILDINGS – NEW CONSTRUCTION

SOURCE: MCGOUGH CONSTRUCTION CASH FLOW ESTIMATE 9/6/2023
\$3,417,943 – THIS IS THE ESTIMATED COST OF THE PASSENGER TERMINAL EXPANSION THAT WILL NOT BE ELIGIBLE FOR FEDERAL FUNDS IN CY2024. (25%)

563-7006-493-7320 – BUILDINGS – NEW CONSTRUCTION

SOURCE: MCGOUGH CONSTRUCTION CASH FLOW ESTIMATE 9/6/2023
\$10,253,829 – THIS IS THE ESTIMATED COST OF THE PASSENGER TERMINAL EXPANSION THAT IS ELIGIBLE FOR FEDERAL FUNDS IN CY2024. (75%)

WEST TERMINAL APRON EXPANSION

SOURCE: MEAD & HUNT CIP ESTIMATE 6/2023
\$13,674,000 – THIS PROJECT WILL BE ELIGIBLE FOR 90% FEDERAL FUNDING.

TOTAL FOR 563-7006-493-7230 = \$23,927,829

563-7004-493-5210 – INSURANCE

SOURCE: BELL INSURANCE 6/2023
\$100,000 – ESTIMATED BUILDERS RISK POLICY COST FOR THE TERMINAL EXPANSION AND MODIFICATION PROJECT.

569 PARKING MAINTENANCE AND IMPROVEMENT ACCOUNT

SOURCE: FINANCIAL ANALYSIS FROM EIDE BAILLY 6/2023 PROVIDED TO MAA AT PREVIOUS MEETINGS AND PRESENTED TO CITY COMMISSION 6/12/23 AIRPORT – PARKING REVENUE ASSUMPTIONS
\$39,736,000 – ROUNDED UP TO \$40,000,000 – SEPTEMBER KICKOFF MEETING INDICATES THE TOTAL COST COULD BE \$43,000,000.

569-7004-391-5000 – TRANSFER IN/ENTERPRISE FUNDS

\$40,000,000 – LOAN/BOND PROCEEDS/RESERVE FUNDS

569-7004-493-3310 – ARCHITECTURAL SERVICES

\$4,000,000 (10% OF ESTIMATED COST)

569-7004-493-7230 – BUILDINGS – NEW CONSTRUCTION

\$36,000,000 – ESTIMATED COST OF PARKING STRUCTURE AND WALKWAY

Municipal Airport Authority of the City of Fargo, North Dakota

Budget Overview: 2024 Budget - FY24 P&L Classes

January - December 2024

	561 MUNICIPAL AIRPORT	563 AIRPORT CONSTRUCTION	564 PASSENGER FACILITY CHARGE	569 PARKING MAINTENANCE AND IMPROVEMENTS	TOTAL
Income					
330 Intergovernmental Revenue					\$0.00
331.10 Federal Operating Grants					\$0.00
331.13-05 Capital - Direct Assist. / Airport Improvement		0.00			\$0.00
7004-331.11 Federal Operating Grants Aiport					\$0.00
7004-331.11-90 Operating - Direct Assist / CARES Funding - Airport	0.00				\$0.00
7004-331.11-96 Operating - CRRSA Concession Relief	0.00				\$0.00
7004-331.11-96.1 Operating - CRRSA Concession Relief Contra	0.00				\$0.00
7004-331.11-97 Operating - Direct Assist / CRRSA Funding - Airport	0.00				\$0.00
7004-331.11-98 Operating - ARPA Concession Relief	0.00				\$0.00
7004-331.11-98.1 ARPA Concession Relief Contra	0.00				\$0.00
7004-331.11-99 Operating - ARPA Grant	0.00				\$0.00
Total 7004-331.11 Federal Operating Grants Aiport	0.00				\$0.00
7005-331.11 Federal Operating Grants Fire					\$0.00
7005-331.11-90 Operating - Direct Assist - CARES Funding - Airport	0.00				\$0.00
7005-331.11-97 Operating - Direct Assist / CRRSA	0.00				\$0.00
7005-331.11-99 Operating - ARPA Grant	0.00				\$0.00
Total 7005-331.11 Federal Operating Grants Fire	0.00				\$0.00
7006-331.11 Federal Operating Grants					\$0.00
7006-331.13-05 Direct Assist / Airport Improvement		34,565,599.00			\$34,565,599.00
Total 7006-331.11 Federal Operating Grants		34,565,599.00			\$34,565,599.00
Total 331.10 Federal Operating Grants	0.00	34,565,599.00			\$34,565,599.00
334.30 State Grants					\$0.00
7004-334.30-05 State Grants / Capital Grant Assistance		250,000.00			\$250,000.00
7006-334.30-05 State Grants / Capital Grant Assistance		1,627,913.00			\$1,627,913.00
Total 334.30 State Grants		1,877,913.00			\$1,877,913.00
Total 330 Intergovernmental Revenue	0.00	36,443,512.00			\$36,443,512.00
360 Miscellaneous Revenue					\$0.00
360.00 Interest Revenue					\$0.00
7004-360.10-00 Interest Revenue / Interest on Pooled Cash	0.00				\$0.00
7004-360.36-00 Interest Revenue / Interest on Airport Funds	780,000.00	40,000.00	5,000.00	270,000.00	\$1,095,000.00
Total 360.00 Interest Revenue	780,000.00	40,000.00	5,000.00	270,000.00	\$1,095,000.00
361.00 Miscellaneous Revenue					\$0.00
7004-361.75-01 Pcard Rebates / PFM Pcard Rebates	5,000.00				\$5,000.00
Total 361.00 Miscellaneous Revenue	5,000.00				\$5,000.00

Municipal Airport Authority of the City of Fargo, North Dakota

Budget Overview: 2024 Budget - FY24 P&L Classes

January - December 2024

	561 MUNICIPAL AIRPORT	563 AIRPORT CONSTRUCTION	564 PASSENGER FACILITY CHARGE	569 PARKING MAINTENANCE AND IMPROVEMENTS	TOTAL
363.00 Rental Fees					\$0.00
363.70 Rentals of Hangars & FBO					\$0.00
7004-363.70-01 Rentals of Hangars & FBO / ABHN Partnership	777.00				\$777.00
7004-363.70-02 Rentals of Hangars & FBO / Carousel Hangar	1,455.00				\$1,455.00
7004-363.70-06 Rentals of Hangars & FBO / West Winds Condo Assn.	2,457.60				\$2,457.60
7004-363.70-07 Rentals of Hangars & FBO / Air Condo Association	1,043.40				\$1,043.40
7004-363.70-08 Rentals of Hangars & FBO / Big Blue Hangar Assn.	2,077.65				\$2,077.65
7004-363.70-09 Rentals of Hangars & FBO / Hgr #3 Admin Office	18,203.96				\$18,203.96
7004-363.70-10 Rentals of Hangars & FBO / Northwest Hangar	0.00				\$0.00
7004-363.70-11 Rentals of Hangars & FBO / Fargo Air, Inc.	1,600.00				\$1,600.00
7004-363.70-14 Rentals of Hangars & FBO / Fargo Jet Center	492,000.00				\$492,000.00
7004-363.70-15 Rentals of Hangars & FBO / JP Development 3861 20th St	594.00				\$594.00
7004-363.70-16 Rentals of Hangars & FBO / Hamilton NGA Hangar	0.00				\$0.00
7004-363.70-17 Rentals of Hangars & FBO / J P Development NG Land	50,451.00				\$50,451.00
7004-363.70-18 Rentals of Hangars & FBO / Paul Bernabucci T Hangar	1,275.00				\$1,275.00
7004-363.70-23 Rentals of Hangars & FBO / Francis Butler Hangar	1,060.50				\$1,060.50
7004-363.70-28 Rentals of Hangars & FBO / Gerald Eid Hangar	0.00				\$0.00
7004-363.70-29 Rentals of Hangars & FBO / Springer SGA Hangar	986.27				\$986.27
7004-363.70-30 Rentals of Hangars & FBO / Fargo Jet - Hangar #4	49,224.00				\$49,224.00
7004-363.70-31 Rentals of Hangars & FBO / Tom Nagle Hangar	1,732.50				\$1,732.50
7004-363.70-34 Rentals of Hangars & FBO / B. Ness Igloo / Hangar	868.50				\$868.50
7004-363.70-36 Rentals of Hangars & FBO / Northwest Aviation LLC	1,815.00				\$1,815.00
7004-363.70-38 Rentals of Hangars & FBO / Fargo Jet - Hangar #3	49,224.00				\$49,224.00
7004-363.70-39 Rentals of Hangars & FBO / MACO Leasing, Inc	2,223.19				\$2,223.19
7004-363.70-40 Rentals of Hangars & FBO / Red River Aero	0.00				\$0.00
7004-363.70-41 Rentals of Hangars & FBO / Schatz Fuel Flowage	2,600.00				\$2,600.00
7004-363.70-44 Rentals of Hangars & FBO / Group VI, LLC	7,793.29				\$7,793.29

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7004-363.70-45 Rentals of Hangars & FBO / Group VI, LLC Fuel Flowage	10,000.00				\$10,000.00
7004-363.70-46 Rentals of Hangars & FBO / Spectrum Aeromed-Hangar#9	60,281.70				\$60,281.70
7004-363.70-49 Rentals of Hangars & FBO / Fargo Aircraft Maint.	9,000.00				\$9,000.00
7004-363.70-51 Rentals of Hangars & FBO / Jeff Johnson Hangar	1,215.00				\$1,215.00
7004-363.70-52 Rentals of Hangars & FBO / 380 North	4,185.00				\$4,185.00
7004-363.70-54 Rentals of Hangars & FBO / Flying K Properties	735.00				\$735.00
7004-363.70-56 Rentals of Hangars & FBO / KFAR Hangar, LLC	2,229.90				\$2,229.90
7004-363.70-57 Rentals of Hangars & FBO / Hangar 19, LLP	7,978.05				\$7,978.05
7004-363.70-58 Rentals of Hangars & FBO / RV Newman Consulting LLP	1,080.00				\$1,080.00
7004-363.70-59 Rentals of Hangars & FBO / Blotsky, Jim and Twylah	1,020.00				\$1,020.00
7004-363.70-60 Rentals of Hangars & FBO / JP Development 1631 19 AVE	1,082.25				\$1,082.25
7004-363.70-61 Rentals of Hangars & FBO / James P Roers Hangar	960.75				\$960.75
7004-363.70-62 Rentals of Hangars & FBO / J. Wesley Hangar 1, LLC	990.00				\$990.00
7004-363.70-63 Rentals of Hangars & FBO / FJC - South Fuel Farm	3,587.17				\$3,587.17
Total 363.70 Rentals of Hangars & FBO	793,806.68				\$793,806.68
363.75 Scheduled Flight Fees					\$0.00
7004-363.75-08 Scheduled Flight Fees / United Airlines	75,000.00				\$75,000.00
7004-363.75-10 Scheduled Flight Fees / ALLEGIANT AIR	60,000.00				\$60,000.00
7004-363.75-12 Scheduled Flight Fees / Frontier Airlines	13,000.00				\$13,000.00
7004-363.75-14 Scheduled Flight Fees / American Airlines	50,000.00				\$50,000.00
7004-363.75-15 Scheduled Flight Fees / Delta Air Lines	95,000.00				\$95,000.00
Total 363.75 Scheduled Flight Fees	293,000.00				\$293,000.00
363.80 Non-Scheduled Flight Fees					\$0.00
7004-363.80-02 Non-Scheduled Flight Fees / Others Non-Scheduled	4,000.00				\$4,000.00
7004-363.80-03 Non-Scheduled Flight Fees / General Aviation Landings	47,000.00				\$47,000.00
7004-363.80-04 Non-Scheduled Flight Fees / ND Air National Gd (Govt)	0.00				\$0.00
7004-363.80-05 Non-Scheduled Flight Fees / Delta Air Lines	0.00				\$0.00
7004-363.80-06 Non-Scheduled Flight Fees / Federal Express	110,000.00				\$110,000.00

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7004-363.80-07 Non-Scheduled Flight Fees / United Parcel Service	82,000.00				\$82,000.00
Total 363.80 Non-Scheduled Flight Fees	243,000.00				\$243,000.00
363.87 Building Rentals					\$0.00
7004-363.87-02 Building Rentals / Airport Gift Shop	125,000.00				\$125,000.00
7004-363.87-10 Building Rentals / Avis Rent a Car	234,000.00				\$234,000.00
7004-363.87-11 Building Rentals / Budget Rent A Car	100,000.00				\$100,000.00
7004-363.87-12 Building Rentals / Hertz Rent A Car	385,000.00				\$385,000.00
7004-363.87-13 Building Rentals / National Car Rental	362,000.00				\$362,000.00
7004-363.87-14 Building Rentals / Enterprise Rent A Car	415,000.00				\$415,000.00
7004-363.87-25 Building Rentals / Frontier Airlines	30,000.00				\$30,000.00
7004-363.87-26 Building Rentals / Frontier Airlines (Jetwy)	8,500.00				\$8,500.00
7004-363.87-27 Building Rentals / The Landline Company	1,963.00				\$1,963.00
7004-363.87-31 Building Rentals / ALLEGiant AIR	80,000.00				\$80,000.00
7004-363.87-32 Building Rentals / ALLEGiant AIR (JETWAY)	18,000.00				\$18,000.00
7004-363.87-34 Building Rentals / American Airlines	90,000.00				\$90,000.00
7004-363.87-35 Building Rentals / American Airlines (Jetway)	36,000.00				\$36,000.00
7004-363.87-40 Building Rentals / FAA Airways Facility	15,960.00				\$15,960.00
7004-363.87-47 Building Rentals / NorthStar Insurance	20,851.00				\$20,851.00
7004-363.87-51 Building Rentals / ARINC (Aeronautical Radio)	1,892.00				\$1,892.00
7004-363.87-57 Building Rentals / United Airlines	105,000.00				\$105,000.00
7004-363.87-58 Building Rentals / United Airlines-Jetway	36,000.00				\$36,000.00
7004-363.87-59 Building Rentals / TSA - West Terminal	50,424.00				\$50,424.00
7004-363.87-60 Building Rentals / Roger Tidd	1,813.00				\$1,813.00
7004-363.87-61 Building Rentals / Jetway - Misc Airlines	1,000.00				\$1,000.00
7004-363.87-66 Building Rentals / Spectrum Aeromed	39,764.00				\$39,764.00
7004-363.87-67 Building Rentals / Integrated Commercial Sol	0.00				\$0.00
7004-363.87-70 Building Rentals / Delta Air Lines	160,000.00				\$160,000.00
7004-363.87-71 Building Rentals / Delta Air Lines (Jetway)	6,000.00				\$6,000.00
7004-363.87-72 Building Rentals / CBM-Sky Dine Service	285,000.00				\$285,000.00
7004-363.87-75 Building Rentals / 1954 Investment Group Inc	14,725.00				\$14,725.00
7004-363.87-78 Building Rentals / Passur Aerospace	0.00				\$0.00
7004-363.87-80 Building Rentals / Altig	0.00				\$0.00
7004-363.87-81 Building Rentals / ND American Legion Aux	5,214.00				\$5,214.00
7004-363.87-82 Building Rentals / Meadowlark Logistics	28,147.00				\$28,147.00
7004-363.87-84 Building Rentals / Voxtelesys	0.00				\$0.00
7004-363.87-86 Building Rentals / American Legion Post #2	4,612.00				\$4,612.00
7004-363.87-88 Building Rentals / Cogi, Inc.	0.00				\$0.00
7004-363.87-89 Building Rentals / Gavilon Grain LLC	0.00				\$0.00

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7004-363.87-90 Building Rentals / United Parcel Service	0.00				\$0.00
7004-363.87-91 Building Rentals / Bucks Trading Co.	6,799.00				\$6,799.00
Total 363.87 Building Rentals	2,668,664.00				\$2,668,664.00
363.90 Rental of Expansion Area					\$0.00
7004-363.90-00 Rental Fees / Rental of Expansion Area	250,000.00				\$250,000.00
7004-363.90-01 Rental of Expansion Area / MDC Inc.	43,160.00				\$43,160.00
7004-363.90-02 Rental of Expansion Area / Auto-Bahn	2,370.00				\$2,370.00
7004-363.90-03 Rental of Expansion Area / Bernie Ness	662.75				\$662.75
7004-363.90-04 Rental of Expansion Area / Enterprise	605.00				\$605.00
7004-363.90-06 Rental of Expansion Area / Cass County	48,133.00				\$48,133.00
7004-363.90-07 Rental of Expansion Area / UPS	55,182.00				\$55,182.00
7004-363.90-08 Rental of Expansion Area / BE Airport Property	10,241.00				\$10,241.00
7004-363.90-09 Rental of Expansion Area / MDC Fargo 2 - Corporate Air	15,632.00				\$15,632.00
Total 363.90 Rental of Expansion Area	425,985.75				\$425,985.75
7004-363.88-01 Land Transport Facilities / SP Plus	6,700,000.00				\$6,700,000.00
7004-363.91-01 Operating Revenues / Foreign-Trade Zone Fees		20,000.00			\$20,000.00
Total 363.00 Rental Fees	11,124,456.43	20,000.00			\$11,144,456.43
Total 360 Miscellaneous Revenue	11,909,456.43	60,000.00	5,000.00	270,000.00	\$12,244,456.43
370.00 Miscellaneous Income					\$0.00
7004-370.10-00 Miscellaneous / Miscellaneous	500.00				\$500.00
7004-370.10-01 Miscellaneous / Employee Parking	24,000.00				\$24,000.00
7004-370.10-02 Miscellaneous/Landline Boarding Fees	12,000.00				\$12,000.00
7004-370.10-03 Miscellaneous / Advertising	50,000.00				\$50,000.00
7004-370.10-04 Miscellaneous / Vending Commisions	9,000.00				\$9,000.00
7004-370.10-06 Miscellaneous / Reimbursements	0.00				\$0.00
7004-370.10-07 Miscellaneous / Card Key Deposits	22,000.00				\$22,000.00
7004-370.10-09 Miscellaneous / Reimbursement-Utilities	48,000.00				\$48,000.00
Total 370.00 Miscellaneous Income	165,500.00				\$165,500.00
390 Transfer					\$0.00
391.00 Transfer In					\$0.00
7004-391.50-00 Transfer In / Enterprise Funds		2,305,000.00		40,000,000.00	\$42,305,000.00
Total 391.00 Transfer In		2,305,000.00		40,000,000.00	\$42,305,000.00
395.00 Operating Revenues					\$0.00
7004-395.10-50 Operating Revenues / Passenger Facility Charge			2,300,000.00		\$2,300,000.00
7004-395.20-06 Miscellaneous / State/Airline Tax Share		55,000.00			\$55,000.00
7005-395.10-00 Operating Revenues / Operating Revenues	1,312,566.00				\$1,312,566.00
7007-395.10-00 Operating Revenues / Operating Revenue	488,246.00				\$488,246.00

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Total 395.00 Operating Revenues	1,800,812.00	55,000.00	2,300,000.00		\$4,155,812.00
396.00 Non Operating					\$0.00
7004-396.12-00 Non Operating / Property Taxes		1,526,258.00			\$1,526,258.00
Total 396.00 Non Operating		1,526,258.00			\$1,526,258.00
Total 390 Transfer	1,800,812.00	3,886,258.00	2,300,000.00	40,000,000.00	\$47,987,070.00
Total Income	\$13,875,768.43	\$40,389,770.00	\$2,305,000.00	\$40,270,000.00	\$96,840,538.43
GROSS PROFIT	\$13,875,768.43	\$40,389,770.00	\$2,305,000.00	\$40,270,000.00	\$96,840,538.43
Expenses					\$0.00
493.11 Salaries					\$0.00
7004-493.11 Airport					\$1,968,706.00
7004-493.11-00 Public Airport / Full Time Staff	1,968,706.00				\$240,000.00
7004-493.11-01 Full Time Staff / Full Time - Overtime	240,000.00				\$25,000.00
7004-493.11-02 Full Time Staff / Full Time Banked Sick	25,000.00				\$0.00
7004-493.11-05 Full Time Staff / OT Airfield Operations	0.00				\$130,000.00
7004-493.14-00 Public Airport / Temporary/Seasonal	130,000.00				\$16,000.00
7004-493.14-01 Temporary/Seasonal / PartTime Seasonal OT	16,000.00				\$2,379,706.00
Total 7004-493.11 Airport	2,379,706.00				\$0.00
7005-493.11 Fire					\$710,000.00
7005-493.11-00 Full-Time Staff	710,000.00				\$30,000.00
7005-493.11-01 Full Time Staff - Full Time - Overtime	30,000.00				\$10,000.00
7005-493.11-05 OT Airfield Operations	10,000.00				\$0.00
7005-493.14-00 Public Airport / Temporary /Seasonal	0.00				\$0.00
7005-493.14-01 Temporary/Seasonal / Temporary/Seasonal OT	0.00				\$750,000.00
Total 7005-493.11 Fire	750,000.00				\$0.00
7007-493.11 Police					\$488,246.00
7007-493.11-00 Public Airport Full Time Staff	488,246.00				\$488,246.00
Total 7007-493.11 Police	488,246.00				\$3,617,952.00
Total 493.11 Salaries	3,617,952.00				\$0.00
493.20 Employee Benefits					\$0.00
7004-493.20 Airport					\$148,759.00
7004-493.20-01 Employee Benefits / Health Insurance	148,759.00				\$10,000.00
7004-493.20-03 Employee Benefits / Dental Insurance	10,000.00				\$6,000.00
7004-493.20-04 Employee Benefits / Long Term Disability	6,000.00				\$2,000.00
7004-493.20-05 Employee Benefits / Auto Allowance	2,000.00				\$102,000.00
7004-493.21-01 Employee Benefits / FICA 6.2%	102,000.00				\$26,000.00
7004-493.21-02 Employee Benefits / Medicare 1.45%	26,000.00				\$107,000.00
7004-493.22-04 Pension Benefits / NDPERS Pension	107,000.00				

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7004-493.24-00 Public Airport / Unemployment Compensation	10,000.00				\$10,000.00
7004-493.25-00 Public Airport / Workers Compensation	14,000.00				\$14,000.00
Total 7004-493.20 Airport	425,759.00				\$425,759.00
7005-493.20 Fire					\$0.00
7005-493.20-01 Employee Benefits - Health Insurance	121,712.00				\$121,712.00
7005-493.20-03 Employee Benefits - Dental Insurance	5,000.00				\$5,000.00
7005-493.20-04 Employee Benefits - Long Term Disability	3,000.00				\$3,000.00
7005-493.21-01 Employee Benefits - FICA 6.2%	53,000.00				\$53,000.00
7005-493.21-02 Employee Benefits - Medicare 1.45%	13,000.00				\$13,000.00
7005-493.22-04 Pension Benefits - NDPERS Pension	70,000.00				\$70,000.00
7005-493.24-00 Public Airport/Unemployment Compensation	1,500.00				\$1,500.00
7005-493.25-00 Public Airport - Workers Compensation	20,000.00				\$20,000.00
Total 7005-493.20 Fire	287,212.00				\$287,212.00
Total 493.20 Employee Benefits	712,971.00				\$712,971.00
493.33 Other Services					\$0.00
7004-493.33 Other Services Airport					\$0.00
7004-493.33-05 Other Services / Engineering Services	25,000.00	500,000.00			\$525,000.00
7004-493.33-06 Other Services / Quality Testing	10,000.00	5,000.00		15,000.00	\$30,000.00
7004-493.33-10 Other Services / Architectural Services	25,000.00	0.00		4,000,000.00	\$4,025,000.00
7004-493.33-15 Other Services / Planning Services	25,000.00	15,000.00			\$40,000.00
7004-493.33-20 Other Services / Accounting Services	32,000.00	10,000.00			\$42,000.00
7004-493.33-25 Other Services / Legal Services	70,000.00	2,000.00			\$72,000.00
7004-493.33-80 Other Services / Security Services	500,000.00				\$500,000.00
7004-493.38-85 Other Services / Parking Management	906,000.00				\$906,000.00
7004-493.38-90 Other Services / Warranty Expense	10,203.00				\$10,203.00
7004-493.38-91 Other Service / Software Expense	14,841.60				\$14,841.60
7004-493.38-94 Other Services / Foreign Trade Zone		5,000.00			\$5,000.00
7004-493.38-99 Other Services / Other Services	165,000.00	130,000.00			\$295,000.00
Total 7004-493.33 Other Services Airport	1,783,044.60	667,000.00		4,015,000.00	\$6,465,044.60
7005-493.33 Other Services Fire					\$0.00
7005-493.38-05 Other Services - Repair Services	30,000.00				\$30,000.00
7005-493.38-99 Other Services - Other Services	10,000.00				\$10,000.00
Total 7005-493.33 Other Services Fire	40,000.00				\$40,000.00
7006-493.33 Other Services					\$0.00
7006-493.33-05 Other Services / Engineering Services		2,636,000.00			\$2,636,000.00
7006-493.33-06 Other Services / Quality Testing		15,000.00			\$15,000.00
7006-493.33-10 Other Services / Architectural		2,000,000.00			\$2,000,000.00
7006-493.33-20 Other Services / Accounting Services		5,000.00			\$5,000.00

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7006-493.38-99 Other Services -Other Services		5,000.00			\$5,000.00
Total 7006-493.33 Other Services		4,661,000.00			\$4,661,000.00
Total 493.33 Other Services	1,823,044.60	5,328,000.00		4,015,000.00	\$11,166,044.60
493.41 Utility Services					\$0.00
7004-493.41-05 Utility Services / Water and Sewer	40,000.00				\$40,000.00
Total 493.41 Utility Services	40,000.00				\$40,000.00
493.42 Cleaning Services					\$0.00
7004-493.42-05 Cleaning Services / Custodial Services	7,500.00				\$7,500.00
7004-493.42-15 Cleaning Services / Garbage Pickup	12,000.00				\$12,000.00
7004-493.42-20 Cleaning Services / Snow Clearing	65,000.00				\$65,000.00
7005-493.42-05 Cleaning Services / Custodial Services	0.00				\$0.00
Total 493.42 Cleaning Services	84,500.00				\$84,500.00
493.43 Repairs & Maintenance					\$0.00
7004-493.43 R&M Airport					\$0.00
7004-493.43-10 Repair and Maintenance / Building Repairs	225,000.00				\$225,000.00
7004-493.43-20 Repair and Maintenance / General Equipment Repair	135,000.00				\$135,000.00
7004-493.43-21 Repair & Maintenance / Computer Equipment Repair	3,000.00				\$3,000.00
7004-493.43-27 Repair and Maintenance / CARES	0.00				\$0.00
7004-493.43-50 Repair and Maintenance / Maintenance Service Cont.	86,000.00				\$86,000.00
7004-493.43-90 Repair and Maintenance / Other Repairs	150,000.00	530,000.00			\$680,000.00
Total 7004-493.43 R&M Airport	599,000.00	530,000.00			\$1,129,000.00
7005-493.43 R&M Fire					\$0.00
7005-493.43-20 Repair and Maintenance - General Equipment Repair	55,000.00				\$55,000.00
Total 7005-493.43 R&M Fire	55,000.00				\$55,000.00
Total 493.43 Repairs & Maintenance	654,000.00	530,000.00			\$1,184,000.00
493.44 Rentals					\$0.00
7004-493.44-20 Rentals / Equipment & Vehicle Rent	12,000.00				\$12,000.00
Total 493.44 Rentals	12,000.00				\$12,000.00
493.52 Insurance					\$0.00
7004-493.52 Insurance Airport					\$0.00
7004-493.52-10 Insurance / Property Insurance	90,000.00	100,000.00			\$190,000.00
7004-493.52-20 Insurance / Automobile Liability	12,000.00				\$12,000.00
7004-493.52-30 Insurance / General Liability	86,000.00				\$86,000.00
Total 7004-493.52 Insurance Airport	188,000.00	100,000.00			\$288,000.00

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7005-493.52 Insurance Fire					\$0.00
7005-493.52-20 Insurance - Automobile Liability	4,500.00				\$4,500.00
Total 7005-493.52 Insurance Fire	4,500.00				\$4,500.00
Total 493.52 Insurance	192,500.00	100,000.00			\$292,500.00
493.53 Communications					\$0.00
7004-493.53 Communications Airport					\$0.00
7004-493.53-10 Communications / Regular Phone Service	3,200.00				\$3,200.00
7004-493.53-20 Communications / Cellular Phone Service	1,000.00				\$1,000.00
7004-493.53-30 Communications / Radio Systems	1,000.00				\$1,000.00
7004-493.53-60 Communications / Other Communications	3,000.00				\$3,000.00
Total 7004-493.53 Communications Airport	8,200.00				\$8,200.00
7005-493.53 Communications Fire					\$0.00
7005-493.53-10 Communications - Regular Phone Service	1,500.00				\$1,500.00
Total 7005-493.53 Communications Fire	1,500.00				\$1,500.00
Total 493.53 Communications	9,700.00				\$9,700.00
493.54 Advertising & Printing					\$0.00
7004-493.54 A&P Airport					\$0.00
7004-493.54-10 Advertising / Legal Publications	2,000.00				\$2,000.00
7004-493.54-40 Advertising / Other Communications	2,000.00				\$2,000.00
7004-493.55-10 Printing & Publishing / Custom Printed Forms	1,000.00				\$1,000.00
7004-493.55-30 Printing & Publishing / Printing, Binding, Rep.	300.00				\$300.00
Total 7004-493.54 A&P Airport	5,300.00				\$5,300.00
Total 493.54 Advertising & Printing	5,300.00				\$5,300.00
493.56 Travel & Education					\$0.00
7004-493.56 Travel & Education Airport					\$0.00
7004-493.56-60 In State Travel / In State Travel Expense	2,000.00				\$2,000.00
7004-493.57-60 Out of State Travel / Out of State Travel Exp	35,000.00				\$35,000.00
7004-493.59-10 Education / Due & Membership Instate	3,500.00				\$3,500.00
7004-493.59-11 Education / Dues /Membership Outstate	25,000.00				\$25,000.00
7004-493.59-20 Education / Seminar & Conf. Instate	3,500.00				\$3,500.00
7004-493.59-21 Education / Seminar & Conf. Outstate	13,000.00				\$13,000.00
7004-493.59-30 Education / Reference Materials	5,000.00				\$5,000.00
Total 7004-493.56 Travel & Education Airport	87,000.00				\$87,000.00
7005-493.56 Travel & Education Fire					\$0.00
7005-493.56-60 In State Travel - In State Travel Expense	1,500.00				\$1,500.00
7005-493.57-60 Out of State Travel - Out of State Travel Exp	12,000.00				\$12,000.00
7005-493.59-11 Education - Dues /Membership Outstate	3,500.00				\$3,500.00
7005-493.59-20 Education - Seminar & Conf. Instate	3,500.00				\$3,500.00

Municipal Airport Authority of the City of Fargo, North Dakota

Budget Overview: 2024 Budget - FY24 P&L Classes

January - December 2024

	561 MUNICIPAL AIRPORT	563 AIRPORT CONSTRUCTION	564 PASSENGER FACILITY CHARGE	569 PARKING MAINTENANCE AND IMPROVEMENTS	TOTAL
7005-493.59-21 Education - Seminar & Conf. Outstate	4,200.00				\$4,200.00
7005-493.59-30 Education / Reference Materials	2,500.00				\$2,500.00
Total 7005-493.56 Travel & Education Fire	27,200.00				\$27,200.00
Total 493.56 Travel & Education	114,200.00				\$114,200.00
493.61 General Supplies					\$0.00
7004-493.61 General Supplies Airport					\$0.00
7004-493.61-10 General Supplies / Office Supplies	3,000.00				\$3,000.00
7004-493.61-20 General Supplies / Medical Supplies	1,000.00				\$1,000.00
7004-493.61-40 General Supplies / General Supplies	475,000.00				\$475,000.00
7004-493.61-45 General Supplies / Janitorial Supplies	125,000.00				\$125,000.00
7004-493.61-50 General Supplies / Postage	2,000.00				\$2,000.00
Total 7004-493.61 General Supplies Airport	606,000.00				\$606,000.00
7005-493.61 General Supplies Fire					\$0.00
7005-493.61-10 General Supplies - Office Supplies	1,800.00				\$1,800.00
7005-493.61-20 General Supplies - Medical Supplies	500.00				\$500.00
7005-493.61-40 General Supplies - General Supplies	15,000.00				\$15,000.00
7005-493.61-45 General Supplies - Janitorial Supplies	2,700.00				\$2,700.00
7005-493.61-50 General Supplies - Postage	100.00				\$100.00
Total 7005-493.61 General Supplies Fire	20,100.00				\$20,100.00
Total 493.61 General Supplies	626,100.00				\$626,100.00
493.62 Energy					\$0.00
7004-493.62 Energy Airport					\$0.00
7004-493.62-10 Energy / Gasoline	20,000.00				\$20,000.00
7004-493.62-11 Energy / Diesel Fuel	110,000.00				\$110,000.00
7004-493.62-50 Energy / Natural Gas	130,000.00				\$130,000.00
7004-493.62-51 Energy / Electricity	475,000.00				\$475,000.00
7004-493.62-53 Energy / Heating Oil	10,000.00				\$10,000.00
Total 7004-493.62 Energy Airport	745,000.00				\$745,000.00
7005-493.62 Energy Fire					\$0.00
7005-493.62-10 Energy - Gasoline	1,000.00				\$1,000.00
7005-493.62-11 Energy Diesel Fuel	6,000.00				\$6,000.00
7005-493.62-52 Energy / Propane	400.00				\$400.00
Total 7005-493.62 Energy Fire	7,400.00				\$7,400.00
Total 493.62 Energy	752,400.00				\$752,400.00
493.64 Miscellaneous Expense					\$0.00
493.65 Chemicals					\$0.00
7004-493.65-50 Chemicals / Salt / Gravel / Salt for Roads	140,000.00				\$140,000.00
7004-493.65-60 Chemicals / Salt / Gravel / Gravel & Aggregate	21,000.00				\$21,000.00

Municipal Airport Authority of the City of Fargo, North Dakota

Budget Overview: 2024 Budget - FY24 P&L Classes

January - December 2024

	561 MUNICIPAL AIRPORT	563 AIRPORT CONSTRUCTION	564 PASSENGER FACILITY CHARGE	569 PARKING MAINTENANCE AND IMPROVEMENTS	TOTAL
Total 493.65 Chemicals	161,000.00				\$161,000.00
7004-493.64 Clothing Airport					\$0.00
7004-493.64-10 Clothing / Uniforms / Clothing	10,000.00				\$10,000.00
Total 7004-493.64 Clothing Airport	10,000.00				\$10,000.00
7004-493.68-10 Miscellaneous	2,500.00				\$2,500.00
7005-493.64 Clothing Fire					\$0.00
7005-493.64-10 Clothing - Uniforms / Clothing	6,500.00				\$6,500.00
Total 7005-493.64 Clothing Fire	6,500.00				\$6,500.00
Total 493.64 Miscellaneous Expense	180,000.00				\$180,000.00
493.72 Capital Outlay					\$0.00
7004-493.72 Buildings/Improvements					\$0.00
7004-493.72-20 Buildings / Building Remodeling	65,000.00				\$65,000.00
7004-493.72-30 Buildings / New Construction		3,417,943.00		36,000,000.00	\$39,417,943.00
7004-493.73-20 Site Improvements	50,000.00	901,000.00			\$951,000.00
Total 7004-493.72 Buildings/Improvements	115,000.00	4,318,943.00		36,000,000.00	\$40,433,943.00
7004-493.74 Capital Outlay Airport					\$0.00
7004-493.74-10 Capital Outlay / Machinery & Equipment	2,100,000.00				\$2,100,000.00
7004-493.74-11 Capital Outlay / Computer Equipment	7,000.00				\$7,000.00
7004-493.74-12 Capital Outlay / Computer Software	10,000.00				\$10,000.00
7004-493.74-20 Capital Outlay / Vehicles	35,000.00				\$35,000.00
7004-493.74-30 Capital Outlay / Furniture & Fixtures	15,000.00				\$15,000.00
7004-493.74-50 Capital Outlay / General Capital Outlay	100,000.00				\$100,000.00
Total 7004-493.74 Capital Outlay Airport	2,267,000.00				\$2,267,000.00
7004-493.75-40 Depreciation / Depreciation	0.00				\$0.00
7005-493.74 Capital Outlay Fire					\$0.00
7005-493.74-10 Capital Outlay / Machinery & Equipment	20,000.00				\$20,000.00
7005-493.74-11 Capital Outlay / Computer Equipment	3,000.00				\$3,000.00
7005-493.74-30 Capital Outlay / Furniture & Fixtures	5,000.00				\$5,000.00
7005-493.74-50 Capital Outlay / General Capital Outlay	50,000.00				\$50,000.00
Total 7005-493.74 Capital Outlay Fire	78,000.00				\$78,000.00
7006-493.72-30 Buildings /New Construction		23,927,829.00			\$23,927,829.00
Total 493.72 Capital Outlay	2,460,000.00	28,246,772.00		36,000,000.00	\$66,706,772.00
493.80 Special Assessments/DrainTaxes/Property Taxes					\$0.00
7004-493.80-12 Special Assessments Principal	100,000.00				\$100,000.00
Total 493.80 Special Assessments/DrainTaxes/Property Taxes	100,000.00				\$100,000.00
493.90-50 Transfers					\$0.00
7004-493.90-50 To Enterprise Fund			2,305,000.00		\$2,305,000.00

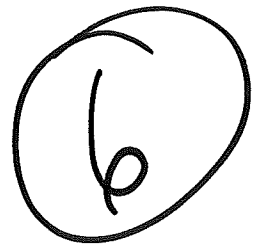
Municipal Airport Authority of the City of Fargo, North Dakota

Budget Overview: 2024 Budget - FY24 P&L Classes

January - December 2024

	561 MUNICIPAL AIRPORT	563 AIRPORT CONSTRUCTION	564 PASSENGER FACILITY CHARGE	569 PARKING MAINTENANCE AND IMPROVEMENTS	TOTAL
Total 493.90-50 Transfers			2,305,000.00		\$2,305,000.00
7004-493.34 Technical Services Airport					\$0.00
7004-493.34-10 Technical Services / Communication	22,000.00				\$22,000.00
7004-493.34-15 Technical Services / Computer Services	45,000.00				\$45,000.00
7004-493.34-20 Technical Services / Marketing / Public Relat.	16,000.00				\$16,000.00
7004-493.34-30 Technical Services / Payroll Services	44,000.00				\$44,000.00
7004-493.34-35 Technical Services / Banking Services	2,000.00				\$2,000.00
Total 7004-493.34 Technical Services Airport	129,000.00				\$129,000.00
7005-493.34 Technical Services Fire					\$0.00
7005-493.34-10 Technical Services - Communication	3,000.00				\$3,000.00
7005-493.34-15 Technical Services - Computer Services	4,000.00				\$4,000.00
7005-493.34-30 Technical Services - Payroll Service	22,000.00				\$22,000.00
Total 7005-493.34 Technical Services Fire	29,000.00				\$29,000.00
Total Expenses	\$11,542,667.60	\$34,204,772.00	\$2,305,000.00	\$40,015,000.00	\$88,067,439.60
NET OPERATING INCOME	\$2,333,100.83	\$6,184,998.00	\$0.00	\$255,000.00	\$8,773,098.83
NET INCOME	\$2,333,100.83	\$6,184,998.00	\$0.00	\$255,000.00	\$8,773,098.83

DESCRIPTION



NORTH PARKING

That part of Lot 2, Block 1 of AIR INDUSTRIAL PARK FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of the County Recorder of Cass County, North Dakota, described as follows:

Commencing at the northeast corner of Section 23, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota; thence South 88 degrees 06 minutes 40 seconds West, an assumed bearing, on the north line of said Section 23, a distance 284.21 feet to the northeast corner of said ADDITION; thence South 02 degrees 12 minutes 50 seconds East, on the east line of said, 1,329.10 feet; thence South 87 degrees 46 minutes 06 seconds West, 1,439.37 feet to the point of beginning; thence continuing South 87 degrees 46 minutes 06 seconds West, 40.00 feet; thence North 02 degrees 12 minutes 18 seconds West, 74.00 feet; thence South 87 degrees 47 minutes 42 seconds West, 26.00 feet; thence North 02 degrees 12 minutes 28 seconds West, 44.00 feet; thence South 87 degrees 47 minutes 42 seconds West, 30.00 feet; thence North 02 degrees 12 minutes 18 seconds West, 228.00 feet; thence South 87 degrees 47 minutes 42 seconds West, 168.00 feet; thence South 02 degrees 12 minutes 18 seconds East, 150.02 feet; thence South 87 degrees 47 minutes 42 seconds West, 151.00 feet; thence South 42 degrees 47 minutes 44 seconds West, 48.05 feet; thence South 87 degrees 47 minutes 42 seconds West, 185.02 feet; thence North 02 degrees 12 minutes 18 seconds West, 241.50 feet; thence North 10 degrees 57 minutes 05 seconds West, 19.73 feet; thence North 87 degrees 47 minutes 42 seconds East, 652.00 feet; thence South 06 degrees 32 minutes 28 seconds West, 19.73 feet; thence North 87 degrees 47 minutes 42 seconds East, 59.50 feet; thence South 02 degrees 12 minutes 18 seconds East, 17.00 feet; thence southeasterly 7.85 feet on the arc of a tangential curve concave to the northeast, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 5.00 feet and a chord length of 7.07 feet which bears South 47 degrees 12 minutes 18 seconds East; thence North 87 degrees 47 minutes 42 seconds East, 58.00 feet; thence South 02 degrees 12 minutes 18 seconds East, 212.50 feet; thence South 87 degrees 47 minutes 42 seconds West, 65.00 feet; thence South 02 degrees 12 minutes 18 seconds East, 27.99 feet; thence South 87 degrees 47 minutes 42 seconds West, 69.50 feet; thence South 02 degrees 12 minutes 18 seconds East, 140.99 feet to the point of beginning.

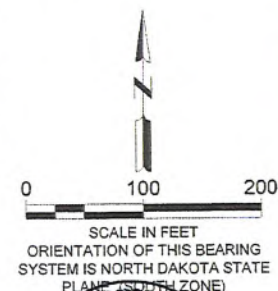
Containing 171,340 square feet, more or less.

EXHIBIT



SYMBOL LEGEND

- MONUMENT IN PLACE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- LEASE BOUNDARY
- - - EXISTING PROPERTY LINE
- - - SECTION LINE
- (P) PLATTED BEARING OR DISTANCE
- (M) MEASURED BEARING OR DISTANCE



CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Land Surveyor under the laws of the State of North Dakota.

JASON NESS, PLS

REG. NO. LS-6884 DATE: 9-6-23

Mead & Hunt

2505 University Dr N
Fargo, ND 58102
Phone: 701-905-8450
meadhunt.com

UPS OASIS SUPPLY CORPORATION
PART OF THE NE 1/4
SEC. 23, T-140-N, R-49-W
FARGO, NORTH DAKOTA

Survey No. 4807720-222265-01

City: FARGO, ND

County: BURLINGAME

State: ND

Section: 23, T-140-N, R-49-W

North Dakota

Sheet: 1 of 1

V1

DESCRIPTION

NORTH PARKING

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Commencing at the northeast corner of Section 23, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota; thence South 88 degrees 06 minutes 40 seconds West, an assumed bearing, on the north line of said Section 23, a distance 284.21 feet to the northeast corner of said ADDITION; thence South 02 degrees 12 minutes 50 seconds East, on the east line of said, 1,329.10 feet; thence South 87 degrees 46 minutes 06 seconds West, 1,439.37 feet to the point of beginning; thence continuing South 87 degrees 46 minutes 06 seconds West, 40.00 feet; thence North 02 degrees 12 minutes 18 seconds West, 74.00 feet; thence South 87 degrees 47 minutes 42 seconds West, 26.00 feet; thence North 02 degrees 12 minutes 28 seconds West, 44.00 feet; thence South 87 degrees 47 minutes 42 seconds West, 30.00 feet; thence North 02 degrees 12 minutes 18 seconds West, 228.00 feet; thence South 87 degrees 47 minutes 42 seconds West, 168.00 feet; thence South 02 degrees 12 minutes 18 seconds East, 150.02 feet; thence North 02 degrees 12 minutes 18 seconds West, 241.50 feet; thence North 10 degrees 57 minutes 05 seconds West, 19.73 feet; thence North 87 degrees 47 minutes 42 seconds East, 652.00 feet; thence South 02 degrees 12 minutes 18 seconds East, 17.00 feet; thence southeasterly 7.85 feet on the arc of a tangential curve concave to the northeast, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 5.00 feet and a chord length of 7.07 feet which bears South 47 degrees 12 minutes 18 seconds East; thence South 02 degrees 12 minutes 18 seconds East, 212.50 feet; thence South 87 degrees 47 minutes 42 seconds West, 65.00 feet; thence South 02 degrees 12 minutes 18 seconds East, 27.99 feet; thence South 87 degrees 47 minutes 42 seconds West, 69.50 feet; thence South 02 degrees 12 minutes 18 seconds East, 140.99 feet to the point of beginning.

Containing 171,340 square feet, more or less.

DESCRIPTION

WEST GREEN SPACE

That part of Lot 2, Block 1 of AIR INDUSTRIAL PARK FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of the County Recorder of Cass County, North Dakota, described as follows:

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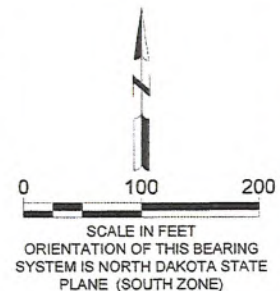
Containing 37,747 square feet, more or less.

2505 University Dr N
Fargo, ND 58102
Phone: 701-565-6450
meadhunt.com

●	MONUMENT IN PLACE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
————	LEASE BOUNDARY
— — —	EXISTING PROPERTY LINE
- - -	SECTION LINE
(P)	PLATTED BEARING OR DISTANCE
(M)	MEASURED BEARING OR DISTANCE

These documents shall not be used for any purpose or project but which it is intended, and it shall not be disseminated to the public and shall not be used for any other purpose, damage, tortious, libelous, and otherwise, including attorney's fees and costs, arising out of unauthorized use or reuse of the documents. In addition, unauthorized reproduction of these documents in part or in whole, is prohibited.

UPS OASIS SUPPLY CORPORATION
PART OF THE NE 1/4
SEC. 23, T-140-N, R-49-W
FARGO, NORTH DAKOTA



WEST GREEN SPACE

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Containing 37,747 square feet, more or less.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Land Surveyor under the laws of the State of North Dakota.

JASON NESS, PLS

REG. NO. LS-6884 DATE: 9-6-23

MRB NO: 4867720-232255.01
 DATE: 09-06-2023
 CHANNEL: LGJ
 CHANNEL ID: LGJ
 APPROVAL ID: JN
 DO NOT SCALE DRAWING

EAST ASIA EXHIBIT
 PART OF THE 122 1/2
 SECTION 22, T-140-N, R-46-W
 ARCO,
 NORTH DAKOTA

1 of 1

V1

shawn

From: Stacey Tjon Bossart <staceyb@lpllaw.net>
Sent: Wednesday, September 6, 2023 5:06 PM
To: Leah Martin; shawn
Cc: Terry Stroh
Subject: RE: AIA Contract



All,

I have completed my review of the relevant legal sections under the Contract as well as the Addendum to the Contract. The Contract language and Addendum language meet with my approval. Please let me know if you need anything else on my end. Thanks.



Stacey Tjon Bossart

Haugen Moeckel & Bossart
1123 5th Avenue South - Lower Level
Fargo, ND 58103
Phone: (701) 237-0100
Fax: (701) 365-8052
Email: staceyb@lpllaw.net
ND #05440 MN # 0266322

WARNING CONFIDENTIAL LEGAL INFORMATION. This email transmission and the accompanying attachments contain information from a law firm. The information is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named as the intended recipient of this email. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution and/or the taking of any action in reliance upon the contents of this email information is strictly prohibited and that the email should be returned to the law firm immediately. In this regard, if you have received this email in error, please notify us by phone immediately.

From: Leah Martin <LeahM@tlstroh.com>
Sent: Friday, September 1, 2023 9:51 AM
To: Stacey Tjon Bossart <staceyb@lpllaw.net>; shawn@fargoairport.com
Cc: Terry Stroh <terrys@tlstroh.com>
Subject: AIA Contract

Re: Hector International Airport
Parking Garage project

Attached please find the Standard Form of Agreement Between Owner and Architect for your review.
Originals will be mailed to Mr. Shawn Dobberstein today.
An updated Certificate of Insurance will be forwarded on Tuesday.

If there are any questions or concerns, please contact Terry Stroh at our office phone number.

Thank you for your time and concern.

Leah Martin



AIA® Document B101® – 2017



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the first day of September in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Municipal Airport Authority
Hector International Airport
PO Box 2845
Fargo, ND 58108

and the Architect:
(Name, legal status, address and other information)

T.L. Stroh Architects Ltd
8 Seventh St N
Fargo, ND 58102
Telephone Number: 701-239-4198
Fax Number: 701-239-9643

for the following Project:
(Name, location and detailed description)

Hector International Airport Parking Garage
Fargo, ND
4 story, precast parking garage with a steel roof; approx 1,000 stalls of parking. Ramp and assoc electronic parking security gates and messaging system for parking.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

N/A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Shawn Dobberstein
Hector International Airport
PO Box 2845
Fargo, ND 58108

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

Init.

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Terry L. Stroh
8 Seventh St N
Fargo, ND 58102

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Heyer Engineering
Fargo, ND

- .2 Mechanical Engineer:

CMTA
Fargo, ND

- .3 Electrical Engineer:

CMTA
Fargo, ND

- .4 Civil Engineer:

Mead & Hunt
Fargo, ND

- .5 Landscape Engineer:

Hanson Design Associates
Fargo, ND

- .6 Parking Consultant:

Walker Consultants
Minneapolis, MN

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and One Million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, (\$) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

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discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	N/P
§ 4.1.1.2 Multiple preliminary designs	N/P
§ 4.1.1.3 Measured drawings	N/P
§ 4.1.1.4 Existing facilities surveys	N/P
§ 4.1.1.5 Site evaluation and planning	N/P
§ 4.1.1.6 Building Information Model management responsibilities	N/P
§ 4.1.1.7 Development of Building Information Models for post construction use	N/P
§ 4.1.1.8 Civil engineering	N/P
§ 4.1.1.9 Landscape design	N/P
§ 4.1.1.10 Architectural interior design	N/P
§ 4.1.1.11 Value analysis	N/P

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/P
§ 4.1.1.13 On-site project representation	N/P
§ 4.1.1.14 Conformed documents for construction	N/P
§ 4.1.1.15 As-designed record drawings	N/P
§ 4.1.1.16 As-constructed record drawings	N/P
§ 4.1.1.17 Post-occupancy evaluation	N/P
§ 4.1.1.18 Facility support services	N/P
§ 4.1.1.19 Tenant-related services	N/P
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/P
§ 4.1.1.21 Telecommunications/data design	N/P
§ 4.1.1.22 Security evaluation and planning	N/P
§ 4.1.1.23 Commissioning	N/P
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.25 Fast-track design services	N/P
§ 4.1.1.26 Multiple bid packages	N/P
§ 4.1.1.27 Historic preservation	N/P
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/P
§ 4.1.1.29 Other services provided by specialty Consultants	N/P
§ 4.1.1.30 Other Supplemental Services	N/P

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Soil Testing

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 As needed () visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

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.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

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not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Fixed Fee of Two Million Three Hundred Sixty-five Thousand and no cents
\$2,365,000.00

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Fee to be determined.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Principal	\$200.00/hr
Sr. Architect	\$140.00/hr
Specification Writer	\$110.00/hr
Project Designer I	\$110.00/hr
Project Designer II	\$95.00/hr
Project Designer III	\$90.00/hr
Interior Designer	\$110.00/hr
CAD Operator	\$100.00/hr
Student	\$40.00/hr
Clerical	\$62.00/hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

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- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures. **Submittal Exchange for plan distribution and project document organization**

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-two (32) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

twelve percent (12) % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

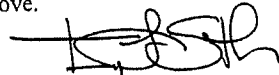
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Municipal Airport Authority of the City of Fargo – Hector International Airport 2021 Addendum to Standard Form of Agreement between Owner and Architect AIA Document B101-2017

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Shawn Dobberstein,
(Printed name and title)



ARCHITECT (Signature)

Terry L. Stroh, Principal
(Printed name, title, and license number, if required)

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

2021 Addendum to

Standard Form of Agreement between Owner and Architect

AIA Document B101 – 2017¹

The following changes are hereby made:

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

3.6.2 EVALUATIONS OF THE WORK

3.6.2.1 At the end of the paragraph, after "deficiencies observed in the Work" ADD:

, and request in writing within ten (10) working days the Contractor's plan of action to remedy the known deviation(s). The Architect shall advise the Owner in writing on the status of the completion of the corrective work prior to substantial completion of the project. The Architect shall be responsible for the Architect's negligent acts or omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors or their Agents or Employees, or any other persons or entities performing portions of the Work.

ARTICLE 8 CLAIMS AND DISPUTES

8.1.1 --DELETE paragraph and REPLACE with:

The applicable Statute of limitations shall commence to run when the Owner first knows or should have known that a cause of action exists. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be governed by North Dakota Century Code Sec. 28-01-04 (Statute of Response).

¹For reference purposes only: The AIA Document B101-2017 was the successor form to the B151-1997. Also, the B101-2007 form is combines provisions of two other forms of owner/architect agreement the B102-2007 and B201-2007.

8.1.3 DELETE paragraph referring to Waiver of Consequential Damages and
REPLACE with:

*North Dakota Law governs claims for consequential
damages, said damages are not waived by this
Contract.*

8.2 MEDIATION – DELETE

8.2.1 --DELETE

8.2.2 --DELETE paragraph and REPLACE with:

*The Owner and Architect shall endeavor to resolve
claims between them by mediation. But nothing
prevents the parties from litigating those claims.*

8.2.3 -- DELETE

8.2.4 -- DELETE

8.3 ARBITRATION

8.3.1 -- DELETE

8.3.1.1 -- DELETE

8.3.2 -- DELETE

8.3.3 -- DELETE

8.3.4 – 8.4 CONSOLIDATION OR JOINDER - DELETE

8.3.4.1 -- DELETE

8.3.4.2 -- DELETE

8.3.4.3 -- DELETE

8.4 -- DELETE

ARTICLE 13 SCOPE OF THE AGREEMENT

13.2.1 -- ADD at the end of sentence “as amended by the Municipal Airport Authority”



North Dakota Workforce
Safety & Insurance

Art Thompson
Director

May 17, 2023

T L Stroh Architects Ltd
8 7th St N
Fargo ND 58102

Account Information Employer account number: 1089473
Issue date: 05/17/2023
Expiration date: 06/14/2024

Certificate of Payment

Reason For Notice Workforce Safety & Insurance (WSI) certifies T L Stroh Architects Ltd has North Dakota workers' compensation coverage from 04/01/2023 to 03/31/2024. Employees of T L Stroh Architects Ltd are entitled to apply for WSI benefits.

Required Action Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement. See North Dakota Century Code § 65-04-04.

Additional Information Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

For More Information Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
5603 5603X 8805	Consulting Engineers Officer/Owner or Family Member Coverage Clerical Office Employees

Sincerely,

Barry Schumacher

Barry Schumacher
Chief of Employer Services

PL5



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bell Insurance
PO Box 1470
Fargo ND 58107

CONTACT NAME: Melissa Krystosek
PHONE (A/C, No, Ext): 701-297-1828 FAX (A/C, No): 701-239-0009
E-MAIL ADDRESS: mkrystosek@bell.insurance

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Cincinnati Insurance Compa

INSURER B: National Casualty Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
T.L. Stroh Architects, Ltd
8 7th St N
Fargo ND 58102

TLSTROH-01

COVERAGES

CERTIFICATE NUMBER: 984079552

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECP 0347405	9/2/2022	9/2/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ECP 0347405	9/2/2022	9/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	ECP 0347405	9/2/2022	9/2/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	ECP 0347405	9/2/2022	9/2/2023	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> ND Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			JEO0001401	9/1/2022	9/1/2023	Limit Aggregate Limit 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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- **Washington, D.C. Fly-In:**
 - We are thrilled to announce that we will be hosting our **2023 D.C. Fly-In from November 13 to 15th** to discuss a variety of topics such as military, energy, agriculture, immigration and much more. This will be an event you will not want to miss! Below I have included a draft of this year's agenda, general event details, and registration information. I would like to extend an invitation and encourage you to join us at this year's D.C. event. This D.C. visit is a crucial time for advocacy, and vitally important that we have a strong showing of military friendly businesses to communicate the needs of the local military. Given that we are still transitioning the two groups, current members of the NGSG will be invited to attend the event at no cost (covering travel, hotel, and food) with remaining support dollars. **If you are able to attend this year's event, please register before October 1st utilizing the Promo Code "NGSG" for no cost registration. Registration Link - <https://www.fmwfchamber.com/events/details/washington-d-c-fly-in-9336?calendarMonth=2023-11-01>**

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- **Hotel and Travel:** Once you have registered for the event, Cale Dunwoody will be reaching out to coordinate hotel and flights.
 - **Host Hotel:** Sofitel Washington DC Lafayette Square
 - **Flight Recommendations:**
 - FAR to DCA (Nov. 13 | Delta Airlines | 6:50 a.m. to 2:05 p.m. | 1 Stop MSP)
 - DCA to FAR (Nov. 15 | Delta Airlines | 3:15 p.m. to 7:23p.m. | 1 Stop MSP)
- **Draft Agenda:**
 - **Monday, November 13th**
 - 2:50 p.m. | Flight Arrives | DCA
 - 4:30 p.m. | US Chamber Briefing | US Chamber Office
 - 6:00 p.m. | Happy Hour | Off the Record
 - 7:30 p.m. | Dinner w/ Military | To Be Announced
 - 9:30 p.m. | Drinks
 - **Tuesday, November 14th**
 - 8:00 a.m. | Breakfast | Sofitel Hotel
 - 9:00 a.m. | 45-minute Briefing #1 | Sofitel Hotel
 - 10:00 a.m. | 45-minute Briefing #2 | Sofitel Hotel
 - 11:00 a.m. | Lunch Briefing | Sofitel Hotel
 - Transport to Capitol Hill
 - 12:30 p.m. | CODEL Meetings | Capitol Hill
 - 5:15 p.m. | NGAUS Briefing
 - 6:00 p.m. | NGAUS Reception
 - 9:30 p.m. | Dinner | To Be Announced
 - **Wednesday, November 15th**
 - 8:30 a.m. | Breakfast Briefing and Closing Comments | To Be Announced
 - 10:00 a.m. | Tour | To Be Announced
 - 2:30 p.m. Flight Departs | DCA
- If you have any questions in the meantime, please reach out to Cale Dunwoody, cdunwoody@fmwfchamber.com.