

A G E N D A (Amended)

** Thursday ** September 14, 2023 8:00 a.m.

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

- 1. Approve the minutes of the Regular Meeting held August 22, 2023.
- Approve the airport vouchers totaling \$432,726.30.
- 3. 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.
 - E. FLINT GROUP \$18,833.002023 Airport Marketing Program.
- 4. Receive July financials.
- 5. Receive update on passenger terminal expansion and modification project from Mead & Hunt; Liebowitz & Horton.
- 6. Receive proposed contract with TL Stroh Architects for parking structure (\$2,365,000).
- 7. Receive communication from The Arts Partnership.
- 8. Receive special assessment notices from the City of Fargo 40th Avenue North Street Lights; North University Drive Reconstruction.

AGENDA September 14, 2023 Page No. 2

- 9. Receive update on south perimeter road realignment project no bids received.
- 10. Receive pavement engineering report from Mead & Hunt for South GA and Westside Terminal ramps.
- 11. Receive responses to Request for Qualifications for engineering services 2024-2028.
- 12. Receive lease agreement with Stuart Beckman for short-term use of an office in the Eastside Terminal.
- 13. Authorize purchase of 2024 Ford F-250 XL, State of North Dakota Contract (\$48,990.12).
- 14. Authorize attendance at the Great Lakes Chapter AAAE Airports Conference, October 3-6, Rosemont, IL.
- 15. Authorize attendance at the ICAS (Airshow) Convention, December 4-7, 2023, Las Vegas, NV.
- 16. Authorize attendance at the AAAE Aviation Issues Conference, January 6-11, 2024, Kohala Coast, HI (registration only).
- 17. Airport construction and security update.

Join Zoom Meeting

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

Meeting ID: 428 180 443

Password: 2801

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

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



MUNICIPAL AIRPORT AUTHORITY

Page No. 1

Regular Meeting

Tuesday

August 22, 2023

The Regular Meeting of the Municipal Airport Authority of the City of Fargo, North Dakota, was held Tuesday, August 22, 2023, at 8:00 am.

Present:

Engen, Berg, Kapitan (via zoom), Ekman, Cosgriff

Absent:

None

Others:

Bossart, Strand

Chair Cosgriff presiding.

Meeting started at 8:14 am due to technical issues.

Approved the Minutes of the Regular Meeting Held August 8, 2023 and Special Meeting Held August 15, 2023:

Engen moved to approve the minutes of the Regular Meeting Held August 8 and the Special Meeting held August 15.

Second by Ekman.

All members present voted aye. Motion carried.

Approved the Airport Vouchers Totaling \$278,954.08:

Berg moved to approve the airport vouchers totaling \$278,954.08.

Second by Engen.

All members present voted aye. Kapitan absent.

Motion carried.

Approved the Individual Vouchers:

Engen moved to approve the individual vouchers:

- A. TL STROH ARCHITECTS \$561.00 Parking Lot Exit Plaza Project.
- B. SUN ELECTRIC, INC. \$936.00
 Partial Payment Request #13, Parking Lot Exit Plaza Project.

Approved the Individual Vouchers: (Continued)

- C. SUN ELECTRIC, INC. \$16,350.00
 Partial Payment Request #14 (Final), Parking Lot Exit Plaza Project.
- D. FLINT GROUP \$13,362.50 2023 Airport Marketing Program.
- E. MEAD & HUNT \$20,308.95 Long Term Parking Lot Expansion Project.
- F. MEAD & HUNT \$61,424.37 North General Aviation Area Apron Expansion Project, AIP57.
- G. MEAD & HUNT \$979.42 Gate 4 Boarding Bridge Replacement.
- H. MEAD & HUNT \$22,018.48 Cargo Apron Glycol Forecemain.
- I. MEAD & HUNT \$1,683.61 East Economy Parking Lot.
- J. MEAD & HUNT \$796,383.38
 Passenger Terminal Expansion and Modification Project.
- K. CUMMING GROUP \$5,176.25 Passenger Terminal Expansion and Modification Project.
- L. MEAD & HUNT \$4,433.43 Security Access System Upgrade.
- M. MEAD & HUNT \$21,547.20 Airfield Environmental Documentation (Final).

Second by Ekman.

All members present voted aye. Motion carried.

Received 2nd Quarter Airport Marketing Update from Flint Group:

Representatives from Flint Group presented 2nd Quarter Airport Marketing Update. The presenters were Jodi Duncan, Tara Ekren, Katherine Fearing, Moriah Madsen, Kelsey Miller.

Next steps will be to work in tandem with the City of Fargo and other entities to develop a functional annex for the Airport Emergency Plan outlining the crisis communication plan, discovery session with MAA key stakeholders and the board, dig deeper into Hector and the vision for the future, develop new communications strategy based on discovery, and Flint will attend the Quotient Roundtable in Lexington, KY, October 25-28, 2023.

Received Responses to RFQ for Architectural Services for Proposed Parking Ramp and Elevated Walkway:

Responses to request for qualifications for Architectural Services for Proposed Parking Ramp and Elevated Walkway were due August 9, 2023. The MAA received one response, TL Stroh Architects.

Engen moved to accept the proposal for architectural services for the proposed parking ramp and elevated walkway from TL Stroh Architects.

Second by Berg.

All members present voted aye. Motion carried.

Received Responses to RFQ for Construction Management at Risk for Proposed Parking Ramp and Elevated Walkway and Receive Recommendation from the CMAR Selection Committee:

Responses to request for qualification for Construction Management at Risk for proposed parking ramp and elevated walkway were due August 9, 2023 and received as follows:

McGough Construction Kraus Anderson PCL Construction

Jeff Klein, Mead & Hunt, was recognized and stated the CMAR Selection Committee members were:

Rick Engen (Administration)
Matthew Dubbe, Mead & Hunt (Registered Architect)
Jeff Klein, Mead & Hunt (Registered Engineer)
Ben Meland, Enclave Development (Licensed Contractor)

Klein stated the committee met and reviewed the proposals. The proposals were scored and the committee unanimously selected McGough as the highest scoring firm. He stated McGough did not address some of the selection criteria in their proposal so because of that the committee is recommending interviewing the two highest ranking firms, McGough and Kraus Anderson.

Received Responses to RFQ for Construction Management at Risk for Proposed Parking Ramp and Elevated Walkway and Receive Recommendation from the CMAR Selection Committee: (continued)

After discussion, Berg moved to accept the proposal from McGough, subject to their demonstration of the safety, scheduling and estimating that we would expect.

Second by Kapitan.

All members present voted aye. Motion carried.

Receive Update from Joel Kath, Electrical Engineer, JK Engineers, Inc., Regarding Airfield Lighting and Regulator Replacement Project:

Communication from Joel Kath, JK Engineers, Inc., dated August 21, 2023, was received and filed without objection. The communication included estimates for airfield lighting upgrades and modifications:

Runway 9/27 – replace and upgrade runway lights to LED

Runway 18/36 – replace and upgrade runway lights to LED

Electrical Vault - building improvements and regulator replacement

Kath was recognized and stated the biggest challenge on this project is lead time on materials, which can be up to 36 weeks. He stated they are recommending procuring the equipment ahead of time through a government purchasing entity which will allow that purchase to be PFC or AIP eligible. The bidding process for the construction portion of the project would be in November, delivery of materials in June 2024, with construction completion in August 2024.

Berg moved to approve the material purchase through Sourcewell, as recommended by JK Engineers.

Second by Engen.

All members present voted aye. Motion carried.

Received Request from Fargo Air Museum Regarding Sponsorship for the 15th Annual Celebrity Dinner and Auction, September 7, 2023:

Engen moved to approve the Silver Level Sponsorship for \$2,500 for their 15th Annual Celebrity Dinner & Auction, and that the two tickets be offered to recently retired NDANG member, David Lipp.

Second by Ekman.

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

Berg voted no.

Motion carried.

Authorized Upgrade and Repairs to Vaisala Runway Surface Sensor System (\$103,256.53):

The proposal from Vaisala dated August 17, 2023, was received and filed without objection. The proposal is to upgrade the runway surface sensor system.

Engen moved to approve the upgrade and repairs to the Vaisala Runway Surface Sensor System for a cost of \$103,256.53.

Second by Berg.

All members present voted aye. Motion carried.

Authorized Purchase of Eagle & Myslik Airfield Edge Light Cleaner (\$102,420.00):

Dobberstein stated our airfield staff solicited quotes on airfield edge light cleaners and we received two proposals. The one was from Fortbrand for a Stark Edge Light Plow for \$75,123.00, but it would require purchasing a Wille multi-functional wheel loader at a cost of \$345,000.00. The second was from Eagle & Myslik Inc. for an Eagle Edge Lite Cleaner with second blower integration package for \$102,420.00, which can be attached to our existing equipment.

Engen moved to authorize the purchase of the Eagle & Myslik Airfield Edge Light Cleaner at a cost of \$102,420.00.

Second by Ekman.

All members present voted aye.

Kapitan absent.

Motion carried.

Received Communication from Grand Forks Fire Equipment and Chief Noyes Regarding the Replacement of MSA G1 SCBA Gear for ARFF Employees:

Chief Noyes was recognized and reviewed the quotation from Grand Forks Fire Equipment for the replacement of MSA G1 SCBA Gear for the firefighters at a cost of \$71,390,00.

Engen moved to approve the replacement of the MSA G1 SCBA Gear from Grand Forks Fire Equipment at a cost of \$71,390.00.

Second by Ekman.

All members present voted aye. Motion carried.

Received Change Order #1 from Northern Improvement Company for the North General Aviation Area Ramp Expansion and Perimeter Road Reconstruction Project for a Deduct of \$206,976.08:

Jeff Klein, Mead & Hunt, was recognized and reviewed the components of Change Order #1 to Northern Improvement.

Engen moved to approve Change Order #1 from Northern Improvement Company for the North General Aviation Area Ramp Expansion and Perimeter Road Construction Project for a deduct of \$206,976.08.

Second by Ekman.

All members present voted aye. Motion carried.

September Meeting Dates:

After discussion, Engen moved the MAA set September meeting dates as follows:

Thursday, September 14 - 8:00 am

Tuesday, September 26 – 8:00 am

Second by Ekman.

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 security access system project.

Other Business:

Berg moved to authorize attendance at The Quotient Group Airport Roundtable, October 25-27, 2023, Lexington, KY, by board member Ekman.

Second by Engen.

All members present voted aye.

Kapitan absent.

Motion carried.

Engen moved to adjourn the meeting until the next meeting to be held Thursday, September 14, 2023 at 8:00 am.

Second by Ekman.

All members present voted aye. Motion carried.

Time at adjournment was 9:46 a.m.

VOUCHERS FOR AUTHORITY APPROVAL - SEPTE	MBER 14, 2023	
ACME TOOLS	MOWING TOOLS, AIRFIELD TOOLS	\$714.85
ACME TOOLS	TOOL KIT - MAINT SHOP	\$359.49
ACME TOOLS	WIRE STRIPPER, CRIMPING TOOLS - AIRFIELD MAINT. BLADES - EQUIP #57	\$71.93 \$118.20
ACME TOOLS ADVANCED STRIPING & SEALCOATING	ASPHALT MILLING - SOUTH GA PARKING LOTS	\$63,950.00
AIRSIDE SOLUTIONS, INC.	AIRFIELD LIGHTING	\$2,966.48
AIRSIDE SOLUTIONS, INC.	AIRFIELD LIGHTING	\$425.62
ALLIED UNIVERSAL SECURITY SERVICES	SECURITY GUARD SERVICE 8/11-8/17	\$3,815.88
ALLIED UNIVERSAL SECURITY SERVICES	SECURITY GUARD SERVICE 7/14 - 7/20 SECURITY GUARD SERVICE 7/21 - 7/27	\$3,350.56 \$3,525.91
ALLIED UNIVERSAL SECURITY SERVICES ALLIED UNIVERSAL SECURITY SERVICES	SECURITY GUARD SERVICE 7/28 - 8/3	\$3,619.85
ALLIED UNIVERSAL SECURITY SERVICES	SECURITY GUARD SERVICE AUGUST 4-10	\$3,638.64
ALLIED UNIVERSAL SECURITY SERVICES	SECURITY GUARD SERVICE AUGUST 18-24	\$3,515.98
AMAZON.COM	EXTENSION CORD - EQUIPMENT	\$7.51
AMERICAN ASSOC OF AIRPORT EXECS	NATL AIRPORTS CONF, SEPT 10-12, SPOKANE, WA (DOBBERSTEIN)	\$700.00 \$98.62
A-OX WELDING SUPPLY A-OX WELDING SUPPLY	PROPANE - MAINT SHOP PROPANE - MAINT SHOP	\$50.31
ARAMARK	LINEN SERVICE/UNIFORMS - JUNE	\$1,494.86
ARFF WORKING GROUP	INTL. EDUCATIONAL SYMPOSIUM, SEPT 25-28, MILWAUKEE, WI (T. HILLUKKA)	\$695.00
ARFF WORKING GROUP, INC.	ORGANIZATIONAL MEMBERSHIP 7/1/23 - 6/30/24	\$195.00
AUTO VALUE PARTS STORE (STURDEVANTS)	SUPPLIES - ARFF STATION ACCOUNTING SERVICES	\$103.94 \$2,350.00
BALANCE TAX & ACCOUNTING BDT MECHANICAL, LLC	HVAC MAINT - JUNE/JULY - W. TERM	\$4,266.24
BDT MECHANICAL, LLC	PLUMBING REPAIRS - W. TERMINAL	\$1,322.06
BDT MECHANICAL, LLC	PLUMBING REPAIRS - W. TERMINAL	\$830.68
BDT MECHANICAL, LLC	HVAC/PLUMBING SERVICE CALLS	\$1,136.41
BDT MECHANICAL, LLC	PLUMBING SERVICE CALL - W. TERMINAL	\$227.00 \$68.00
BELL INSURANCE BURGGRAF'S ACE HARDWARE	INSURANCE COVERAGE FOR DITCHWITCH BUILDING SUPPLIES - W. TERMINAL	\$12.56
BURGGRAF'S ACE HARDWARE	ARFF STATION SUPPLIES - HOSE NOZZLES, ETC.	\$57.96
CARR'S TREE SERVICE	TREE TRIMMING/REMOVAL - SOUTH AND NORTH END	\$4,860.00
CITY OF FARGO	WATER, SEWER, GARBAGE	\$4,685.86
CITY OF FARGO	POLICE HOURS AT CHECKPOINT - AUGUST	\$28,809.70 \$1,065.97
COLE PAPERS, INC. COLE PAPERS, INC.	JANITORIAL SUPPLIES - W. TERMINAL JANITORIAL SUPPLIES - W. TERMINAL	\$62.50
COLE PAPERS, INC.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,150.61
COLE PAPERS, INC.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,284.87
COLE PAPERS, INC.	JANITORIAL SUPPLIES - W. TERMINAL	\$24.91
CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE - MAINT SHOP	\$379.00 \$229.00
CONSOLIDATED COMMUNICATIONS CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE - SP PLUS (PARKING MGMT FEE) INTERNET SERVICE - ARFF STATION	\$227.99
CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE - W. TERMINAL	\$450.07
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,105.45
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,100.40
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL JANITORIAL SUPPLIES - W. TERMINAL	\$471.78 \$869.49
DACOTAH PAPER CO. DAKOTA FENCE COMPANY	FENCING MATERIALS	\$128.65
ENGRAPHIX	SIGNAGE - W. TERMINAL	\$672.00
EPIC SOLUTIONS	HOSE FOR AIRFIELD PAINTER	\$122.80
ESKY.COM	BOOKING FEE - DELTA - ARFFWG SYMP - SEPT 25-28, APPLETON, WI	\$46.17
FAMILY FARE	MISC - COFFEE - BOARDROOM SILVER SPONSORSHIP ANNUAL DINNER & AUCTION	\$32.97 \$2,500.00
FARGO AIR MUSEUM FARGO GLASS & PAINT CO.	REPAIRS TO AUTOMATIC DOORS - W. TERMINAL	\$2,464.38
FARSTAD OIL	DIESEL/UNLEADED FUEL	\$23,593.61
FIRST NATION ELECTRIC	ELECTRICAL REPAIRS - E. TERMINAL	\$1,323.33
FIRST NATION ELECTRIC	ELECTRICAL REPAIRS - W. TERMINAL	\$240.00
FLEETPRIDE	PARTS FOR EQUIP #2 FBO TOOLBOX	\$73.65 \$110.00
FLIGHT AWARE FMWF CHAMBER OF COMMERCE	LEADERSHIP CLASS OF 2024 - J DAHL	\$1,900.00
G&R CONTROLS, INC.	SERVICE CALL AFTER POWER OUTAGE - W. TERMINAL	\$405.00
GH JANITORIAL SERVICE	CLEANING TSA OFFICES, AUGUST 2023 - W. TERMINAL	\$440.00
GLOBAL INDUSTRIAL	CABLE PROTECTOR RAMPS - NGA PROJECT	\$906.00
GRAINGER	SAFETY GLASSES - AIRFIELD MAINT CREW	\$30.24 \$304.82
GRAINGER GRAINGER	ELECTRICAL TAPE - AIRFIELD LIGHTING LOCATE FLAGS	\$40.08
GRAINGER	LOCATE FLAGS	\$93.78
GRAINGER	HYDROMETER FOR DE-ICER MIXER	\$39.97
GRAINGER	LOCATE FLAGS	\$26.06
GRAINGER	BUILDING SUPPLIES - W. TERMINAL	\$62.37 \$48.36
GRAINGER HEARTLAND AUTO INC.	LOCATE FLAGS REPAIR TO PA SYSTEM - W. TERMINAL	\$48.36 \$1,929.00

HOLMEN, ANDREW	TRAVEL - ASOS TRAINING, WASH, DC - AUG 23-24	\$148.00
HYATT RECENCY	AAAE CONF, JULY 16-18, DALLAS, HOLMEN	\$683.94
HYATT RECENCY	AAAE CONF, JULY 16-28, DALLAS, FERRARI	\$866.72
ICE COBOTICS	ROBOTIC VACUUM SUBSCRIPTION - W. TERM - JULY	\$549.00
INTERSTATE ALL BATTERY CENTER	BATTERIES - EQUIP #35, #40	\$549.80
INTERSTATE POWER SYSTEMS	PREVENTATIVE MAINT - BAGGAGE SYSTEM - W. TERM	\$965.00
INTERSTATE POWER SYSTEMS	SERVICE CALL - GENERATOR - US CUSTOMS	\$753.35
JOHNSON CONTROLS FIRE PROTECTION LP	UPGRADE TO FIRE ALARM - HANGAR #9 (SPECTRUM)	
LAWSON PRODUCTS	EQUIP REPAIR SUPPLIES	\$9,209.62 \$266,35
LEIBOWITZ & HORTON	PROFESSIONAL SERVICES - FINANCIAL CONSULTATIONS	
LIEBERMAN TECHNOLOGIES	EFIDS DATA FEED - SEPTEMBER	\$5,460.00
LINDE GAS & EQUIPMENT INC.		\$1,230.00
MENDARDS	GENERAL SUPPLIES - ARFF STATION	\$108.85
	SHINGLES - AIRFIELD PAINTING	\$84.05
MIDWEST COMMUNICATIONS	PHONE SERVICE - JULY 2023	\$231.34
MIDWEST PEST CONTROL	PEST CONTROL (4) BUILDINGS	\$170.00
ND DOT	TITLE AND REGISTRATION - TRAILER	\$23.50
ND ONE CALL	UTILITY LOCATE TICKETS - AUGUST	\$93.05
OFFICE DEPOT	OFFICE SUPPLIES - PAPER	\$127.25
OFFICE DEPOT	OFFICE SUPPLIES - ARFF STATION	\$54.26
OSHKOSH PRODUCT TRAINING CENTER	STRIKER TRAINING, APPLETON, WI, NOV 13-17, T. HILLUKKA	\$2,000.00
OTIS ELEVATOR COMPANY	LOGISTICS/FUEL IMPACT FEE - ELEVATOR MAINT CONTRACT	\$200.00
OTIS ELEVATOR COMPANY	LOGISTICS/FUEL IMPACT FEE - ESCALATOR MAINT CONTRACT	\$200.00
PARSONS ELECTRIC	UTILITY LOCATES - NORTH GA	\$140.00
PARSONS ELETRIC	UTILITY LOCATES - FENCING WORK	\$140.00
PAVEMENT STENCIL COMPANY	STENCILS FOR PAINTING - AIRFIELD AND PUBLIC AREAS	\$191.84
PFM ASSET MANAGEMENT LLC	INVESTMENT ADVISORY SERVICES - JULY	\$1,290.02
PRO RESOURCES CORPORATION	PAYROLL, TAXES, FEES AUGUST 7-20	\$87,107.35
PRO RESOURCES CORPORATION	PAYROLL, TAXES, FEES AUGUST 21-SEPT 3	\$85,739.36
PTOUCH DIRECT	LABEL TAPE - ARFF STATION	\$50.59
RDO EQUIPMENT CO.	BLADE FOR MOWER	\$62.13
RDO EQUIPMENT CO.	SPRAY PAINT - EQUIPMENT	\$32.06
RIGELS	WHIRLPOOL MICROWAVE - ARFF STATION	\$169.00
S & L COMPUTER SERVICES, INC.	TECH SERVICES - ARFF STATION	\$322,50
S & L COMPUTER SERVICES, INC.	TECH SERVICES	\$737.50
S & L COMPUTER SERVICES, INC.	TECH SERVICES	\$75.00
SAMS CLUB	MISCELLANEOUS - COFFEE CUPS	\$16.10
SANDERS METAL PRODUCTS INC.	HELICOIL HOLES DRILLED IN PLOW - EQUIP #11	\$750.00
STROBES N MORE	LIGHTBAR FOR EQUIP #13	\$529.41
SWANSTON EQUIPMENT	EQUIPMENT RENTAL (BRISHCAT, BOBCAT CONDITIOTNER	\$5,900.00
T-MOBILE	AIRFIELD WIRELESS CARD, 24HR OPS CELL, ARFF CEL	\$91.46
TRANSPORTATION SECURITY CLEARINGHOUSE	BACKGROUND CHECKS	\$750.00
TRANSPORTATION SECURITY CLEARINGHOUSE	CONFIGURE WEB-BASED FINGERPRINT CAPTURE	\$1,650.00
UNITED AIRLINES	AAAE NATIONAL AIRPORTS CONF, SEPT 10-12, SPOKANE, WA	\$297.10
VEVOR	FISH TAPE PULLER	\$157.99
WEST SIDE STEEL	TUBING - SHOP	\$10.00
WEST SIDE STEEL	MATERIALS - EQUIP	\$128.09
XCEL ENERGY	ELECTRICITY	\$567.89
XCEL ENERGY	ELECTRICITY / NATURAL GAS	\$10,495.43
XCEL ENERGY	NATURAL GAS - SRE BUILDING	\$35.70
XCEL ENERGY	ELECTRICITY/NATURAL GAS - W. TERM, US CUSTOMS	\$23,299,33
ZOOM	ZOOM ONE PRO MONTHLY - JULY 30-AUG 29	\$23,299.33 \$15.99
	200m CHET NO WORTHET - JOET 30-MUG 28	
		\$432,726.30





As of July 31, 2023

	As o	f July 31, 2023	As o	f July 31, 2022	As of July 31, 2021		
ASSETS							
Current Assets							
Bank Accounts							
102.10-01 FIBT MAIN CHECKING		15,873,504.82		31,234,944.99		26,327,294.21	
102.10-02 Cash & Cash Equivalents / Savings Account		7,259,204.46		7,022,361.47		6,996,767.40	
102.10-11 Cash & Cash Equivalents / C&I Investment Acct		3,565,288.95		5,390,549.72		4,059,100.70	
102.10-12 Cash & Cash Equivalents Cash on Deposit		132,337.43		132,337.43		0.00	
102.10-13 Cash & Cash Equivalents / PFC Account		180,731.98		975.48		0.00	
102.10-14 Bank of North Dakota		1,780.93		0.00		0.00	
104.00-00 Cash / City Cash Pool		0.00		0.00		419,023,30	
Total Bank Accounts	\$	27,012,848.57	\$	43,781,169.09	\$	37,802,185.61	
Accounts Receivable							
111.10 Cash/AR Clearing Account [GASB 87]		1,204,878.00		0.00		0.00	
115.20-00 Accounts Receivable / Year End Receivables		1,157,231.24		864,999.53		0.00	
126.10-00 Intergovernmental A/R / Intergovernmental A/R		2,526,263.17		495,451.78		612,010.52	
Total Accounts Receivable	-\$	4,888,372.41	\$	1,360,451.31	\$	612,010.52	
Other Current Assets							
110.10 PFM Investments		20,397,702.15		0.00		0.00	
110,20-00 Interest Receivable		64,454.59		0.00		0.00	
111,20 Interest Receivable - Leases [GASB 87]		130,997.58		0.00		0.00	
111.30 ST Lease Receivable [GASB 87]		1,039,380.68		0,00		0.00	
130,50-00 Due From Other Funds - Enterprise Funds		-0.01		-0.01		-0.01	
143.10-00 Prepaid Items / Prepaid Insurance		0.00		0.00		0.00	
143.10-01 Prepaid Items / Prepaid Expenses		134,808.30		0.00		0.00	
180.10-00 Deferred Outflow / City Employees' Pension		0.00		58,447.00		10,937.00	
180.20-00 Deferred Outflow / NDPERS Pension		3,417,450.00		1,387,710.00		2,061,648.00	
180,30-00 Deferred Outflow / NDPERS OPEB		118,694.00		16,889,00		20,659.00	
180,40-00 Deferred Outflow / NDPERS Law Pension		529,887.00		0.00		0.00	
190.10-00 Net Pension Asset / City Employees' Pension		0.00		176,964.00		4,088.00	
Undeposited Funds		0.00		0.00		0,00	
Total Other Current Assets	\$	25,833,374.29	\$	1,640,009.99	\$	2,097,331.99	
Total Current Assets	<u>-</u>	57,734,595.27		46,781,630.39		40,511,528.12	
Fixed Assets	•	,,	•	,,	•	• •	
161.10-00 Land & Land Rights / Land		8,516,546.79		8,516,546.79		8,516,546.79	
162.10-00 Buildings / Buildings		33,934,726.22		33,543,777.73		27,307,182.57	
162.20-00 Buildings / Accum Depr - Building		-15,517,019.13		-14,774,650.58		-14,085,666.74	
163,10-00 Improvements Other / Improvements Other		2,676,346.78		2,676,346.78		2,531,888.13	
163,20-00 Improvements Other / Accum Depr - Other Improv		-1,531,286.28		-1,417,349.68		-1,307,024.74	
· · · · · · · · · · · · · · · · · · ·		15,399,553.17		14,406,753.96		13,776,749.20	
164.10-00 Machinery & Equipment / Machinery & Equipment		-11,362,107.19		-10,587,970.13		-9,900,720.31	
164.20-00 Machinery & Equipment / Accum Depr - M & E		7,458,704.31		590,339.92		11,914,183.19	
165.10-00 Construction in Progress / Construction in Progress				140,081,488.48		122,497,480.93	
168.10-00 Infrastructure / Infrastructure		140,081,488.48					
168.20-00 Infrastructure / Accumulated Depreciation		-58,087,169.67		-54,456,002.19		-50,981,315.50	
Total Fixed Assets	\$	121,569,783.48	Þ	118,579,281.08	Þ	110,269,303.52	
Other Assets		0.000 700 7:		0.00		0.00	
121.30 LT Lease Receivable [GASB 87]		6,298,720.74		0.00		0.00	
Total Other Assets	\$	6,298,720.74		0.00		0.00	
TOTAL ASSETS	\$	185,603,099.49	Þ	165,360,911.47	3	150,780,831.64	

LIABILITIES AND EQUITY

260.10-06 Contributed Capital / Other Govts

272.00-00 Retained Earnings

Opening Balance Equity

TOTAL LIABILITIES AND EQUITY

Net Income

Total Equity

		Δe

IABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
200,00-00 Accounts Payable / Accounts Payable	519,488.62	100,177.59	0.00
201.00-00 Payables / Vouchers Payable	0.00	0.00	8,088.18
201.10-00 Vouchers Payable / Accrued Vouchers Year End	0.00	0.00	0.00
206.10-00 Payables / Retainage	 0.00	0.00	0.00
Total Accounts Payable	\$ 519,488.62	\$ 100,177.59	\$ 8,088.18
Credit Cards			
201.00-09 Vouchers Payable / Credit Card Payable	 69,621.54	47,784.34	 0.00
Total Credit Cards	\$ 69,621.54	\$ 47,784.34	\$ 0.00
Other Current Liabilities			
108.10-00 Taxes Receivable / Delinquent Taxes	-11,328.21	-11,213.48	-12,065.07
202.10-00 Payroll Liabilities / Accrued Vouchers Year End	-510.77	945.20	0.00
202.10-01 Accrued Vouchers Year End / Airport YE Accrued Payroll	0.00	0.00	0.00
203.10-00 Payables / Compensated absences	171,797.98	101,083.11	210,209.49
206.10-01 Payables/Retainage	530,159.61	0.00	0.00
206.10-02 Deferred Inflow / Deferred Revenue	3,680.00	0.00	0.00
211.10 Deferred Inflows - Leases [GASB 87]	7,282,017.99	0.00	0.00
236.10-00 Payroll Liability / NDPERS Payable	21,733.09	24,603.21	0.00
236.20-00 Net Pension Liability / NDPERS Pension	3,023,892.00	1,114,487,00	3,440,599.00
236.40-00 Net Pension Liability / NDPERS Law Pension	341,153.00	0.00	0.00
238.10-00 Deferred Inflow / City Employees' Pension	0.00	310,164.00	263,670.00
238.20-00 Deferred Inflow / NDPERS Pension	1,159,754.00	2,253,849.00	469,333.00
238.30-00 Deferred Inflow / NDPERS OPEB	1,220.00	22,097.00	2,322.00
238.40-00 Deferred Inflow / NDPERS Law Pension	253,575.00	0.00	0.00
239.30-00 Net OPEB Liability / NDPERS OPEB	149,227.00	53,196.00	82,640.00
253.00-00 Encumbrances / Encumbrances	0.00	0.00	-6,964,196.12
255.00-00 Encumbrances / Reserve for Encumbrances	0.00	0.00	6,964,196.12
Total Other Current Liabilities	\$ 12,926,370.69	\$ 3,869,211.04	\$ 4,456,708.42
Total Current Liabilities	\$ 13,515,480.85	\$ 4,017,172.97	\$ 4,464,796.60
Total Liabilities	\$ 13,515,480.85	\$ 4,017,172.97	\$ 4,464,796.60
Equity			
260.10-01 Contributed Capital / City of Fargo	4,154,569.00	4,154,569.00	4,154,569.00
260.10-02 Contributed Capital / FAA Grant in Aid	31,546,834.13	31,546,834.13	31,546,834.13
260.10-03 Contributed Capital / FAA Surplus Property	1,750.00	1,750.00	1,750.00
260.10-04 Contributed Capital / ND State Aeronautics	1,941,229.24	1,941,229.24	1,941,229.24
260.10-05 Contributed Capital / ND Air Guard Grant Aid	455,976.00	455,976.00	455,976.00

232,108.84

0.00

130,650,354.52

3,104,796.91

172,087,618.64 \$

185,603,099.49 \$

232,108.84

0.00

118,416,847.80

4,594,423.49

161,343,738.50 \$

165,360,911.47 \$

232,108.84 105,370,817.43

2,612,750.40

146,316,035.04

150,780,831.64

0.00

	2021 Actual	2022 Actual	2022 Budget	2023 Actual	2023 Budget
Income					
Total 330 Intergovernmental Revenue	27,323	302,402	345,833	953,055	116,057
Total 360.00 Interest Revenue	6,598	25,012	12,500	86,208	45,833
Total 361.00 Miscellaneous Revenue	_	_	417	-	208
Total 363.00 Rental Fees	610,914	656,816	382,536	868,304	695,607
Total 364 Lease Revenue [GASB 87]	-	-	_	-	-
Total 370.00 Miscellaneous Income	18,922	10,002	12,000	8,352	11,917
Total 395.00 Operating Revenues	127,618	154,313	106,250	101,509	139,102
Total 396.00 Non Operating	1,650	-	156	22,032	•••
Total Income	793,025	1,148,544	859,692	2,039,459	1,008,724
Expenses					
Total 493.11 Salaries	289,944	282,939	218,463	208,347	263,555
Total 493.20 Employee Benefits	59,433	59,248	65,583	46,993	53,359
Total 493.28 Other Services / Pension		-	15,919	-	-
Total 493.33 Other Services	74,432	90,331	73,083	136,169	93,455
Total 493.41 Utility Services	_	3,314	3,167	3,893	3,250
Total 493.42 Cleaning Services	440	1,357	7,000	1,885	7,042
Total 493.43 Repairs & Maintenance	25,125	16,550	51,667	16,382	61,917
Total 493.44 Rentals	-	2,450	208	5,900	208
Total 493.52 Insurance	78,274	-	12,375	(6,816)	14,042
Total 493.53 Communications	156	282	1,250	292	833
Total 493.54 Advertising & Printing	66	66	342	322	317
Total 493.56 Travel & Education	2,667	7,422	7,050	9,497	7,392
Total 493.61 General Supplies	19,881	22,094	28,458	42,001	35,683
Total 493.62 Energy	32,547	11,748	45,971	34,711	62,700
Total 493.64 Miscellaneous Expense	368	2,548	10,375	753	12,667
Total 493.72 Capital Outlay	-	33,046	36,833	5,204	31,250
Total 493.80 Special Assessments/DrainTaxes/Property Taxes	-	-	8,333	-	8,333
Total 493.90-50 Transfers	7,500	-	3,125	-	-
Total 7004-493.34 Technical Services Airport	3,133	10,123	10,583	6,327	9,708
Total 7005-493.34 Technical Services Fire	149	2,796	5,583	2,039	2,292
Total 950.79 Asset Reclassification	-	-	(1,001,970)	-	-
Total Expenses	594,114	546,313	(396,601)	513,718	668,003
Net Operating Income	198,911	602,231	1,256,293	1,525,742	340,722
Total Other Income	-	-		54,711	_
Net Income	198,911	602,231	1,256,293	1,580,452	340,722

	2021 Actual	2022 Actual	2022 Budget	2023 Actual	2023 Budget
Income					
Total 330 Intergovernmental Revenue	27,323	302,402	345,833	953,055	116,057
Total 360.00 Interest Revenue	6,598	25,012	12,500	86,208	45,833 208
Total 361.00 Miscellaneous Revenue Total 363,70 Rentals of Hangars & FBO	37,078	49,451	417 33,777	69,835	42,713
Total 363.75 Scheduled Flight Fees	36,291	22,498	21,917	25,787	22,083
Total 363.80 Non-Scheduled Flight Fees	20,682	18,439	19,083	18,265	20,667
Total 363.87 Building Rentals	251,085	287,209	104,446	324,650	207,009
Total 363.90 Rental of Expansion Area	15,082	14,746	36,646	11,003	36,468
7004-363,88-01 Land Transport Facilities / SP Plus	250,695	264,473	166,667	418,765	366,667
Total 363.00 Rental Fees	610,914	656,816	382,536	868,304	695,607
Total 364 Lease Revenue [GASB 87]	-	-	-	-	-
Total 370.00 Miscellaneous Income	18,922	10,002	12,000	8,352	11,917
Total 395.00 Operating Revenues	127,618	154,313	106,250	101,509	139,102
Total 396,00 Non Operating	-	-	156	22,032	_
Total Income	791,375	1,148,544	859,692	2,039,459	1,008,724
Expenses					
493.11 Salaries		107.050	400.000	440 407	450 404
Total 7004-493.11 Airport	149,941	167,959	130,306	119,137	158,481
Total 7005-493.11 Fire	111,644	86,348	59,251	46,424	67,417
Total 7007-493.11 Police	28,358	28,632	28,906	42,786	37,657
Total 493.11 Salaries	289,944	282,939	218,463	208,347	263,555
493,20 Employee Benefits	32,051	35,575	43,297	30,389	32,155
Total 7004-493.20 Airport				16,604	21,204
Total 7005-493.20 Fire	20,464 6,918	23,673	17,331 4,955	16,604	21,204
Total 7007-493.20 Police	59,433	59,248	65,583	46,993	53,359
Total 493.20 Employee Benefits	39,433	55,246	15,919	40,555	33,333
Total 7004-493.28 Pension Airport Total 7005-493.28 Pension Police	-	_	15,919	-	_
Total 493.28 Other Services / Pension			15,919		
Total 7004-493.33 Other Services Airport	74,432	90,331	72,500	136,169	90,538
Total 7005-493.33 Other Services Fire	7-1,102	00,001	583	100,100	2,917
Total 493.33 Other Services	74,432	90,331	73,083	136,169	93,455
Total 493.41 Utility Services	,	3,314	3,167	3,893	3,250
Total 493.42 Cleaning Services	440	1,357	7,000	1,885	7,042
Total 7004-493.43 R&M Airport	24,768	16,550	50,667	16,382	61,083
Total 7005-493,43 R&M Fire	-	_	1,000		833
Total 493.43 Repairs & Maintenance	24,768	16,550	51,667	16,382	61,917
Total 493.44 Rentals	-	2,450	208	5,900	208
Total 7004-493.52 Insurance Airport	-	-	12,167	(6,816)	13,875
Total 7005-493.52 Insurance Fire	-	-	208	-	167
Total 493.52 Insurance	-	-	12,375	(6,816)	14,042
Total 7004-493.53 Communications Airport	138	258	1,000	262	708
Total 7005-493.53 Communications Fire	18	24	250	30	125
Total 493.53 Communications	156	282	1,250	292	
Total 493.54 Advertising & Printing	-	66	342	-	317
Total 7004-493.56 Travel & Education Airport	2,667	3,275	6,067	6,561	6,250
Total 7005-493.56 Travel & Education Fire	•	4,147	983	2,936	1,142
Total 493.56 Travel & Education	2,667	7,422	7,050	9,497	7,392
Total 7004-493.61 General Supplies Airport	19,796	21,247	27,192	40,371	33,858
Total 7005-493.61 General Supplies Fire	85	847	1,267	1,630	1,825
Total 493.61 General Supplies	19,881	22,094	28,458	42,001	35,683
Total 7004-493.62 Energy Airport	32,547	11,748	45,667	34,711	62,083
Total 7005-493.62 Energy Fire			304		617
Total 493.62 Energy	32,547	11,748	45,971	34,711	62,700
Total 493,64 Miscellaneous Expense	368	2,548	10,375	753	12,667
Total 7004-493.72 Buildings/Improvements	-	22.046	8,333	E 204	8,750
Total 7004-493.74 Capital Outlay Airport	#N/A	33,046	22,500	5,204	16,417 #N/A
7004-493.75-40 Depreciation / Depreciation	=	-	6,000	#N/A	6,083
Total 7005-493.74 Capital Outlay Fire	#N/A	33,046	36,833	#N/A	#N/A
Total 493.72 Capital Outlay Total 493.80 Special Assessments/DrainTaxes/Property Taxes	#19/0	33,040	8,333	#14/A	8,333
·	7,500	_	3,125	_	0,000
Total 493,90-50 Transfers	3,133	10,123	10,583		9,708
Total 7004-493.34 Technical Services Airport Total 7005-493.34 Technical Services Fire	3,133 149	2,796	5,583	2,039	2,292
Total 950,79 Asset Reclassification	145	4,130	(1,001,970)	2,035	2,202
Total Expenses	594,114	546,313	(396,601)		668,003
Net Operating Income	198,911	602,231	1,256,293		
Total Other Income		-	.,	54,711	
Net Income	198,911	602,231	1,256,293		340,722
	-			·	

July 2023

					Jul	2023			Total							
	А	ctual	В	udget	Ren	naining	% of Budget	% Remaining	Actual		Budget		Rem	aining	% of Budget	% Remaining
Income																- .
330 Intergovernmental Revenue						0				0		0		0		
331.10 Federal Operating Grants						0				0		0		0		
7004-331.11 Federal Operating Grants Aiport						0				0		0		0		
7004-331.11-90 Operating - Direct Assist / CARES Funding - Airport		956,958		41,667		-915,291	2296.70%	-2196.70%		1,052,854		291,667		-761,187	360.98%	-260.98%
7004-331.11-96 Operating - CRRSA Concession Relief						0				102,970		0		-102,970		
7004-331.11-98 Operating - ARPA Concession Relief				34,323		34,323	0.00%	100.00%		0		240,263		240,263	0.00%	100.00%
7004-331.11-98.1 ARPA Concession Relief Contra		-3,903				3,903				-205,480		0		205,480		
7004-331.11-99 Operating - ARPA Grant				40,067		40,067	0.00%	100.00%		2,421,798		280,471	-2	2,141,327	863.47%	-763.47%
Total 7004-331.11 Federal Operating Grants Aiport	\$	953,055	\$	116,057	-\$	836,998	821.19%	-721.19%	\$	3,372,142	\$	812,401	-\$ 2	2,559,741	415.08%	-315.08%
Total 331.10 Federal Operating Grants	\$	953,055	\$	116,057	-\$	836,998	821.19%	-721.19%	\$	3,372,142	\$	812,401	-\$ 2	2,559,741	415.08%	-315.08%
Total 330 Intergovernmental Revenue	\$	953,055	\$	116,057	-\$	836,998	821.19%	-721.19%	\$	3,372,142	\$	812,401	-\$ 2	2,559,741	415.08%	-315.08%
360 Miscellaneous Revenue						0				0		0		0		
360.00 Interest Revenue						0				0		0		0		
7004-360.36-00 Interest Revenue / Interest on Airport Funds		86,208		45,833		-40,374	188.09%	-88.09%		615,626		320,833		-294,792	191.88%	-91.88%
Total 360.00 Interest Revenue	\$	86,208	\$	45,833	-\$	40,374	188.09%	-88.09%	\$	615,626	\$	320,833	-\$	294,792	191.88%	-91.88%
361.00 Miscellaneous Revenue						0				0		0		0		
7004-361.75-01 Pcard Rebates / PFM Pcard Rebates				208		208	0.00%	100.00%		0		1,458		1,458	0.00%	100.00%
Total 361.00 Miscellaneous Revenue	\$	0	\$	208	\$	208	0.00%	100.00%	\$	0	\$	1,458	\$	1,458	0.00%	100.00%
363.00 Rental Fees						0				0		0		0		
363.70 Rentals of Hangars & FBO						0				0		0		0		
7004-363.70-01 Rentals of Hangars & FBO / ABHN Partnership				52		52	0.00%	100.00%		622		363		-259	171.43%	-71.43%
7004-363.70-02 Rentals of Hangars & FBO / Carousel Hangar				97		97	0.00%	100.00%		1,164		679		-485	171.43%	-71.43%
7004-363.70-06 Rentals of Hangars & FBO / West Winds Condo Assn.		1,966		164		-1,802	1200.00%	-1100.00%		1,966		1,147		-819	171.43%	-71.43%
7004-363.70-07 Rentals of Hangars & FBO / Air Condo Association		835	;	70		-765	1200.00%	-1100.00%		835		487		-348	171.43%	-71.43%
7004-363.70-08 Rentals of Hangars & FBO / Big Blue Hangar Assn.		1,662		139		-1,524	1200.00%	-1100.00%		1,662		970		-693	171.43%	-71.43%
7004-363.70-09 Rentals of Hangars & FBO / Hgr #3 Admin Office		1,492		1,492		0	100.00%	0.00%		10,386		10,445		59	99.44%	0.56%
7004-363.70-10 Rentals of Hangars & FBO / Northwest Hangar				66		66	0.00%	100.00%		0		462		462	0.00%	100.00%
7004-363.70-11 Rentals of Hangars & FBO / Fargo Air, Inc.		245	;	67		-178	367.72%	-267.72%		245		467		222	52.53%	47.47%
7004-363.70-14 Rentals of Hangars & FBO / Fargo Jet Center		43,328	1	19,167		-24,161	226.06%	-126.06%		315,675		134,167		-181,508	235.29%	-135.29%
7004-363.70-15 Rentals of Hangars & FBO / JP Development 3861 20th St				40		40	0.00%	100.00%		475		277		-198	171.43%	-71.43%
7004-363.70-17 Rentals of Hangars & FBO / J P Development NG Land				4,204		4,204	0.00%	100.00%		50,451		29,430		-21,021	171.43%	-71.43%
7004-363.70-18 Rentals of Hangars & FBO / Paul Bernabucci T Hangar				85		85	0.00%	100.00%		0		595		595	0.00%	100.00%
7004-363.70-23 Rentals of Hangars & FBO / Francis Butler Hangar				63		63	0.00%	100.00%		848		441		-407	192.38%	-92.38%
7004-363.70-29 Rentals of Hangars & FBO / Springer SGA Hangar				66		66	0.00%	100.00%		789		460		-329	171.43%	-71.43%
7004-363.70-30 Rentals of Hangars & FBO / Fargo Jet - Hangar #4		4,035	;	4,035		0	100.00%	0.00%		28,085		28,243		158	99.44%	0.56%
7004-363.70-31 Rentals of Hangars & FBO / Tom Nagle Hangar				116		116	0.00%	100.00%		1,386		809		-578	171.43%	-71.43%
7004-363.70-34 Rentals of Hangars & FBO / B. Ness Igloo / Hangar		695	;	58		-637	1200.00%	-1100.00%		695		405		-290	171.43%	-71.43%
7004-363.70-36 Rentals of Hangars & FBO / Northwest Aviation LLC		1,452	2	121		-1,331	1200.00%	-1100.00%		1,452		847		-605	171.43%	-71.43%

7004-363.70-38 Rentals of Hangars & FBO / Fargo Jet - Hangar #3 7004-363.70-39 Rentals of Hangars & FBO / MACO Leasing, Inc 7004-363.70-41 Rentals of Hangars & FBO / Schatz Fuel Flowage 7004-363.70-44 Rentals of Hangars & FBO / Group VI, LLC

7004-363.70-52 Rentals of Hangars & FBO / 380 North 7004-363.70-54 Rentals of Hangars & FBO / Flying K Properties 7004-363.70-56 Rentals of Hangars & FBO / KFAR Hangar, LLC 7004-363.70-57 Rentals of Hangars & FBO / Hangar 19, LLP

7004-363.75-08 Scheduled Flight Fees / United Airlines
7004-363.75-10 Scheduled Flight Fees / ALLEGIANT AIR
7004-363.75-12 Scheduled Flight Fees / Frontier Airlines
7004-363.75-14 Scheduled Flight Fees / American Airlines
7004-363.75-15 Scheduled Flight Fees / Delta Air Lines

7004-363.80-02 Non-Scheduled Flight Fees / Others Non-Scheduled 7004-363.80-03 Non-Scheduled Flight Fees / General Aviation Landings 7004-363.80-06 Non-Scheduled Flight Fees / Federal Express 7004-363.80-07 Non-Scheduled Flight Fees / United Parcel Service

Total 363.70 Rentals of Hangars & FBO 363.75 Scheduled Flight Fees

Total 363.75 Scheduled Flight Fees 363.80 Non-Scheduled Flight Fees

Total 363.80 Non-Scheduled Flight Fees

7004-363.87-02 Building Rentals / Airport Gift Shop 7004-363.87-10 Building Rentals / Avis Rent a Car 7004-363.87-11 Building Rentals / Budget Rent A Car 7004-363.87-12 Building Rentals / Hertz Rent A Car 7004-363.87-13 Building Rentals / National Car Rental

7004-363.87-14 Building Rentals / Enterprise Rent A Car

363.87 Building Rentals

7004-363.70-45 Rentals of Hangars & FBO / Group VI, LLC Fuel Flowage 7004-363.70-46 Rentals of Hangars & FBO / Spectrum Aeromed-Hangar#9 7004-363.70-49 Rentals of Hangars & FBO / Fargo Aircraft Maint. 7004-363.70-51 Rentals of Hangars & FBO / Jeff Johnson Hangar

7004-363.70-58 Rentals of Hangars & FBO / RV Newman Consulting LLP 7004-363.70-59 Rentals of Hangars & FBO / Blotsky, Jim and Twylah 7004-363.70-60 Rentals of Hangars & FBO / JP Development 1631 19 AVE 7004-363.70-61 Rentals of Hangars & FBO / James P Roers Hangar 7004-363.70-62 Rentals of Hangars & FBO / J. Wesley Hangar 1, LLC 7004-363.70-63 Rentals of Hangars & FBO / FJC - South Fuel Farm

				Jul 2	2023										
A	ctual	E	Budget	Rem	aining	% of Budget	% Remaining	A	ctual	В	udget	Ren	naining	% of Budget	% Remaining
	4,035		4,035		0	100.00%	0.00%		28,085		28,243		158	99.44%	0.56%
			148		148	0.00%	100.00%		1,779		1,037		-741	171.43%	-71.43%
	280		108		-172	258.51%	-158.51%		560		758		198	73.85%	26.15%
			520		520	0.00%	100.00%		6,235		3,637		-2,598	171.45%	-71.45%
	900		417		-483	215.99%	-115.99%		3,120		2,917		-203	106.96%	-6.96%
	4,901		4,901		0	100.00%	0.00%		34,021		34,306		285	99.17%	0.83%
	4,009		667		-3,342	601.37%	-501.37%		11,608		4,667		-6,941	248.74%	-148.74%
			81		81	0.00%	100.00%		972		567		-405	171.43%	-71.43%
			279		279	0.00%	100.00%		0		1,953		1,953	0.00%	100.00%
			49		49	0.00%	100.00%		0		343		343	0.00%	100.00%
			149		149	0.00%	100.00%		0		1,041		1,041	0.00%	100.00%
			680		680	0.00%	100.00%		0		4,761		4,761	0.00%	100.00%
			72		72	0.00%	100.00%		0		504		504	0.00%	100.00%
			68		68	0.00%	100.00%		0		476		476	0.00%	100.00%
			72		72	0.00%	100.00%		866		505		-361	171.43%	-71.43%
			64		64	0.00%	100.00%		769		448 462		-320	171.43%	-71.43%
			66		66	0.00%	100.00%		0				462	0.00%	100.00%
			239		239	0.00%	100.00%		2,870		1,674		-1,196	171.43%	-71.43%
\$	69,835	\$	42,713	-\$	27,122	163.50%	-63.50%	\$	507,620	\$	298,992	-\$	208,628	169.78%	-69.78%
					0				0		0		0		
	7,061		5,167		-1,894	136.66%	-36.66%		47,735		36,167		-11,569	131.99%	-31.99%
	4,202		4,167		-35	100.85%	-0.85%		36,507		29,167		-7,340	125.17%	-25.17%
	1,081		1,083		2	99.80%	0.20%		8,060		7,583		-477	106.29%	-6.29%
	4,622		4,000		-622	115.56%	-15.56%		35,382		28,000		-7,382	126.37%	-26.37%
	8,820		7,667		-1,154	115.05%	-15.05%		57,055		53,667		-3,388	106.31%	-6.31%
\$	25,787	\$	22,083	-\$	3,703	116.77%	-16.77%	\$	184,739	\$	154,583	-\$	30,156	119.51%	-19.51%
					0				0		0		0		
	255		333		78	76.50%	23.50%		3,539		2,333		-1,206	151.68%	-51.68%
	2,999		3,750		751	79.98%	20.02%		22,749		26,250		3,501	86.66%	13.34%
	8,400		9,250		850	90.81%	9.19%		60,863		64,750		3,887	94.00%	6.00%
	6,611		7,333		723	90.15%	9.85%		47,288		51,333		4,046	92.12%	7.88%
\$	18,265	\$	20,667	\$	2,401	88.38%	11.62%	\$	134,439	\$	144,667	\$	10,228	92.93%	7.07%
					0				0		0		0		
	12,835		8,750		-4,085	146.68%	-46.68%		73,721		61,250		-12,471	120.36%	-20.36%
	35,930		16,667		-19,264	215.58%	-115.58%		158,764		116,667		-42,098	136.08%	-36.08%
	22,804		8,333		-14,470	273.64%	-173.64%		73,170		58,333		-14,837	125.43%	-25.43%
	72,597		30,000		-42,597	241.99%	-141.99%		294,453		210,000		-84,453	140.22%	-40.22%
	43,573		28,333		-15,240	153.79%	-53.79%		231,119		198,333		-32,786	116.53%	-16.53%

33,333

-19,415

158.25%

-58.25%

250,937

233,333

-17,604 107.54%

-7.54%

52,749

				Jul 2023			Total							
	Actual	Вι	ıdget	Remainin	g	% of Budget	% Remaining	Actual	Budget	Remaining	% of Budget	% Remaining		
7004-363.87-25 Building Rentals / Frontier Airlines	2,365		2,500	1	35	94.62%	5.38%	16,502	17,500	998	94.30%	5.70%		
7004-363.87-26 Building Rentals / Frontier Airlines (Jetwy)	650		583	-	67	111.43%	-11.43%	5,050	4,083	-967	123.67%	-23.67%		
7004-363.87-27 Building Rentals / The Landline Company	164			-1	64			818	0	-818				
7004-363.87-31 Building Rentals / ALLEGIANT AIR	5,605		6,583	9	78	85.14%	14.86%	46,186	46,083	-102	100.22%	-0.22%		
7004-363.87-32 Building Rentals / ALLEGIANT AIR (JETWAY)	1,500		1,417	-	83	105.88%	-5.88%	10,500	9,917	-583	105.88%	-5.88%		
7004-363.87-34 Building Rentals / American Airlines	6,684		7,917	1,2	33	84,43%	15.57%	49,521	55,417	5,896	89.36%	10.64%		
7004-363.87-35 Building Rentals / American Airlines (Jetway)	3,100		2,500	-6	00	124.00%	-24.00%	21,100	17,500	-3,600	120.57%	-20.57%		
7004-363.87-40 Building Rentals / FAA Airways Facility	1,330		1,594	2	64	83.46%	16.54%	9,310	11,156	1,845	83.46%	16.54%		
7004-363.87-47 Building Rentals / NorthStar Insurance	1,703		1,687	-	17	100.98%	-0.98%	11,725	11,808	83	99.30%	0.70%		
7004-363.87-51 Building Rentals / ARINC (Aeronautical Radio)			125	1	25	0.00%	100.00%	1,836	875	-961	209.83%	-109.83%		
7004-363.87-57 Building Rentals / United Airlines	9,252		8,167	-1,0	85	113.29%	-13.29%	61,746	57,167	-4,579	108.01%	-8.01%		
7004-363.87-58 Building Rentals / United Airlines-Jetway	2,150)	3,000	8	50	71.67%	28.33%	19,400	21,000	1,600	92.38%	7.62%		
7004-363.87-59 Building Rentals / TSA - West Terminal	4,202	!	3,971	-2	31	105.82%	-5.82%	29,176	27,796	-1,380	104.97%	-4.97%		
7004-363.87-60 Building Rentals / Roger Tidd	145	;	147		2	98.33%	1.67%	1,015	1,032	17	98.33%	1.67%		
7004-363.87-61 Building Rentals / Jetway - Misc Airlines			125	1	25	0.00%	100.00%	1,200	875	-325	137.14%	-37.14%		
7004-363.87-66 Building Rentals / Spectrum Aeromed	3,233	3	3,217	-	16	100.48%	-0.48%	22,443	22,521	78	99.65%	0.35%		
7004-363.87-70 Building Rentals / Delta Air Lines	13,808	3	13,250	-5	58	104.21%	-4.21%	90,051	92,750	2,699	97.09%	2.91%		
7004-363.87-71 Building Rentals / Delta Air Lines (Jetway)	1,500)	375	-1,1	25	400.00%	-300.00%	10,400	2,625	-7,775	396.19%	-296.19%		
7004-363.87-72 Building Rentals / CBM-Sky Dine Service	21,500)	19,167	-2,3	33	112.17%	-12.17%	164,370	134,167	-30,203	122.51%	-22.51%		
7004-363,87-75 Building Rentals / 1954 Investment Group Inc	1,166	;	1,155	_	11	100.97%	-0.97%	7,899	8,085	186	97.70%	2.30%		
7004-363.87-81 Building Rentals / ND American Legion Aux	417	,	422		5	98.78%	1.22%	2,917	2,953	36	98.78%	1.22%		
7004-363.87-82 Building Rentals / Meadowlark Logistics	2,277	•	2,277		0	100.00%	0.00%	15,941	15,941	0	100.00%	0.00%		
7004-363.87-86 Building Rentals / American Legion Post #2	385	;	379		-6	101.51%	-1.51%	2,627	2,654	27	98.97%	1.03%		
7004-363.87-89 Building Rentals / Gavilon Grain LLC	479)	485		6	98.81%	1.19%	3,352	3,393	40	98.81%	1.19%		
7004-363.87-91 Building Rentals / Bucks Trading Co.	547	,	550		3	99.51%	0.49%	3,832	3,851	19	99.51%	0.49%		
Total 363.87 Building Rentals	\$ 324,650) \$	207,009	-\$ 117,6	41	156.83%	-56.83%	\$ 1,691,080	\$ 1,449,064	-\$ 242,016	116.70%	-16.70%		
363.90 Rental of Expansion Area					0			0	0	0				
7004-363.90-00 Rental Fees / Rental of Expansion Area	-5,045	5	21,417	26,4	62	-23.56%	123.56%	249,635	149,917	-99,718	166.52%	-66.52%		
7004-363.90-01 Rental of Expansion Area / MDC Inc.	3,597	,	3,597		0	100.00%	0.00%	25,177	25,177	0	100.00%	0.00%		
7004-363.90-02 Rental of Expansion Area / Auto-Bahn			198	1	98	0.00%	100.00%	0	1,383	1,383	0.00%	100.00%		
7004-363.90-03 Rental of Expansion Area / Bernie Ness	663	3	50	-€	12	1314.46%	-1214.46%	663	353	-310	187.78%	-87.78%		
7004-363.90-04 Rental of Expansion Area / Enterprise	605	5	55	-5	50	1095.42%	-995.42%	605	387	-218	156.49%	-56.49%		
7004-363.90-06 Rental of Expansion Area / Cass County	4,011		4,011		0	100.00%	0.00%	28,078	28,078	0	100.00%	0.00%		
7004-363.90-07 Rental of Expansion Area / UPS	5,017	7	4,984		-32	100.65%	-0.65%	35,116	34,890	-226	100.65%	-0.65%		
7004-363.90-08 Rental of Expansion Area / BE Airport Property	853	3	853		0	100.00%	0.00%	5,974	5,974	0	100.00%	0.00%		
7004-363.90-09 Rental of Expansion Area / MDC Fargo 2 - Corporate Air	1,303	3	1,303		0	100.00%	0.00%	9,119	9,119	0	100.00%	0.00%		
Total 363.90 Rental of Expansion Area	\$ 11,003	3 \$	36,468	\$ 25,4	165	30.17%	69.83%	\$ 354,366	\$ 255,276	-\$ 99,090	138.82%	-38.82%		
7004-363.88-01 Land Transport Facilities / SP Plus	418,765	5	366,667	-52,0	98	114.21%	-14.21%	3,858,456	2,566,667	-1,291,789	150.33%	-50.33%		
Total 363.00 Rental Fees	\$ 868,304	\$	695,607	-\$ 172,6	97	124.83%	-24.83%	\$ 6,730,700	\$ 4,869,248	-\$ 1,861,452	138.23%	-38.23%		

		2023			Total											
							% of	%						% of	%	
	Actua					naining	Budget	Remaining		Actual		Budget		maining		Remaining
Total 360 Miscellaneous Revenue	\$ 954	,512	\$	741,649	-\$	212,863	128.70%	-28.70%	\$	7,346,326	\$	5,191,540	-\$	2,154,786	141.51%	-41.51%
370.00 Miscellaneous Income						0				0		0		0		
7004-370.10-00 Miscellaneous / Miscellaneous				42		42	0.00%	100.00%		531		292		-239	181.99%	-81.99%
7004-370.10-01 Miscellaneous / Employee Parking		560		2,167		1,607	25.85%	74.15%		19,720		15,167		-4,553	130.02%	-30.02%
7004-370.10-02 Miscellaneous/Landline Boarding Fees	2	,979				-2,979				8,474		0		-8,474		
7004-370.10-03 Miscellaneous / Advertising				4,167		4,167	0.00%	100.00%		25,337		29,167		3,830	86.87%	13.13%
7004-370.10-04 Miscellaneous / Vending Commisions	1	,252		750		-502	166.93%	-66.93%		8,154		5,250		-2,904	155.31%	-55.31%
7004-370.10-06 Miscellaneous / Reimbursements						0				205		0		-205		
7004-370.10-07 Miscellaneous / Card Key Deposits		100		1,875		1,775	5.33%	94.67%		17,675		13,125		-4,550	134.67%	-34.67%
7004-370.10-09 Miscellaneous / Reimbursement-Utilities	3	3,461		2,917		-544	118.67%	-18.67%		23,250		20,417		-2,834	113.88%	-13.88%
Total 370.00 Miscellaneous Income	\$ 8	3,352	\$	11,917	\$	3,565	70.09%	29.91%	\$	103,346	\$	83,417	-\$	19,929	123.89%	-23.89%
390 Transfer						0				0		0		0		
395.00 Operating Revenues						0				0		0		0		
7005-395.10-00 Operating Revenues / Operating Revenues	72	2,795		101,445		28,649	71.76%	28.24%		699,714		710,112		10,398	98.54%	1.46%
7007-395.10-00 Operating Revenues / Operating Revenue	28	3,713		37,657		8,944	76.25%	23.75%		226,162		263,602		37,440	85.80%	14.20%
Total 395.00 Operating Revenues	\$ 101	,509	\$	139,102	\$	37,593	72.97%	27.03%	\$	925,875	\$	973,713	\$	47,838	95.09%	4.91%
396.00 Non Operating						0				0		0		0		
7004-396.20-00 Non-Operating / Interest Income		32				-32				379		0		-379		
7004-396.80-00 Non Operating / Gain (Loss) on Asset Sold	22	2,000				-22,000				22,000		0		-22,000		
Total 396.00 Non Operating	\$ 22	2,032	\$	0	-\$	22,032			\$	22,379	\$	0	-\$	22,379		
Total 390 Transfer	\$ 123	3,541	\$	139,102	\$	15,561	88.81%	11.19%	\$	948,254	\$	973,713	\$	25,459	97.39%	2.61%
Total Income	\$ 2,039	,459	\$ 1	,008,724	-\$	1,030,735	202.18%	-102.18%	\$	11,770,068	\$	7,061,071	-\$	4,708,997	166.69%	-66.69%
Gross Profit	\$ 2,039	,459	\$ 1	,008,724	-\$	1,030,735	202.18%	-102.18%	\$	11,770,068	\$	7,061,071	-\$	4,708,997	166.69%	-66.69%
Expenses																
493.11 Salaries						0				0		0		0		
7004-493.11 Airport						0				0		0		0		
7004-493.11-00 Public Airport / Full Time Staff	102	2,471		124,814		22,343	82.10%	17.90%		738,539		873,701		135,162	84.53%	15.47%
7004-493.11-01 Full Time Staff / Full Time - Overtime	11	1,638		20,000		8,362	58.19%	41.81%		120,374		140,000		19,626	85.98%	14.02%
7004-493.11-02 Full Time Staff / Full Time Banked Sick		0		2,083		2,083	0.00%	100.00%		0		14,583		14,583	0.00%	100.00%
7004-493.14-00 Public Airport / Temporary/Seasonal	5	5,028		10,417		5,389	48.27%	51.73%		51,611		72,917		21,305	70.78%	29.22%
7004-493.14-01 Temporary/Seasonal / PartTime Seasonal OT		0		1,167		1,167	0.00%	100.00%		7,592		8,167		574	92.97%	7.03%
Total 7004-493.11 Airport	\$ 119	9,137	\$	158,481	\$	39,344	75.17%	24.83%	\$	918,117	\$	1,109,368	\$	191,250	82.76%	17.24%
7005-493.11 Fire						0				0		0		0		
7005-493.11-00 Full-Time Staff	43	3,935		62,500		18,565	70.30%	29.70%		425,317		437,500		12,183	97.22%	2.78%
7005-493.11-01 Full Time Staff - Full Time - Overtime	2	2,490		4,167		1,677	59.76%	40.24%		32,932		29,167		-3,766	112.91%	-12.91%
7005-493.11-05 OT Airfield Operations		0		750		750	0.00%	100.00%		7,167		5,250		-1,917	136.52%	-36.52%
Total 7005-493,11 Fire	\$ 46	5,424	\$	67,417	\$	20,992	68.86%	31.14%	\$	465,417	\$	471,917	\$	6,500	98.62%	1.38%
7007-493.11 Police						0				0		0		0		
7007-493.11-00 Public Airport Full Time Staff	42	2,786		37,657		-5,128	113.62%	-13.62%		186,101		263,602		77,501	70.60%	29.40%

		2023		Total												
	-						% of	%							% of	%
		ctual	В	udget		aining	Budget	Remaining		Actual		Budget		naining		Remaining
Total 7007-493.11 Police	\$	42,786		37,657	-\$	5,128	113.62%	-13.62%	\$	186,101			\$	77,501	70.60%	29.40%
Total 493.11 Salaries	\$	208,347	\$	263,555	\$	55,208	79.05%	20.95%	\$	1,569,635	,	1,844,886	\$	275,251	85.08%	14.92%
493.20 Employee Benefits						0				0		0		0		
7004-493.20 Airport						0				0		0		0		
7004-493.20-01 Employee Benefits / Health Insurance		11,611		11,667		55	99.53%			76,635		81,667		5,032		6.16%
7004-493.20-03 Employee Benefits / Dental Insurance		676		833		158	81.08%			4,660		5,833		1,173	79.89%	20.11%
7004-493.20-04 Employee Benefits / Long Term Disability		334		417		82	80.23%	19.77%		2,346		2,917		571	80.42%	19.58%
7004-493.20-05 Employee Benefits / Auto Allowance		138		150		12	92.32%			1,039		1,050		11	98.91%	
7004-493.21-01 Employee Benefits / FICA 6.2%		7,395		7,083		-312	104.40%	-4.40%		56,988		49,583		-7,404		-14.93%
7004-493.21-02 Employee Benefits / Medicare 1.45%		1,730		1,833		104	94.34%	5.66%		13,328		12,833		-494		-3.85%
7004-493.22-04 Pension Benefits / NDPERS Pension		8,122		8,799		677	92.31%	7.69%		59,880		61,591		1,712		
7004-493.24-00 Public Airport / Unemployment Compensation				833		833	0.00%	100.00%		0		5,833		5,833	0.00%	100.00%
7004-493.25-00 Public Airport / Workers Compensation		383		540		156	71.00%	29.00%		7,348		3,777		-3,571	194.57%	-94.57%
Total 7004-493.20 Airport	\$	30,389	\$	32,155	\$	1,766	94.51%	5.49%	\$	222,222	\$	225,084	\$	2,862		1.27%
7005-493.20 Fire						0				0		0		0		
7005-493.20-01 Employee Benefits - Health Insurance		7,589		9,486		1,897	80.00%	20.00%		62,134		66,402		4,268	93.57%	
7005-493.20-03 Employee Benefits - Dental Insurance		302		389		87	77.67%	22.33%		2,477		2,726		249	90.85%	9.15%
7005-493.20-04 Employee Benefits - Long Term Disability		115		237		122	48.69%	51.31%		1,052		1,660		608	63.38%	36.62%
7005-493.21-01 Employee Benefits - FICA 6.2%		2,878		3,743		865	76.90%	23.10%		28,759		26,201		-2,558	109.76%	-9.76%
7005-493.21-02 Employee Benefits - Medicare 1.45%		673		875		202	76.90%	23.10%		6,749		6,128		-621	110.13%	-10.13%
7005-493.22-04 Pension Benefits - NDPERS Pension		4,117		5,750		1,633	71.60%	28.40%		40,789		40,250		-539	101.34%	-1.34%
7005-493.25-00 Public Airport - Workers Compensation		928		723		-205	128.36%	-28.36%		10,620		5,063		-5,557	209.75%	-109.75%
Total 7005-493.20 Fire	\$	16,604	\$	21,204	\$	4,601	78.30%	21.70%	\$	152,579	\$	148,430	-\$	4,149	102.80%	-2.80%
Total 493.20 Employee Benefits	\$	46,993	\$	53,359	\$	6,366	88.07%	11.93%	\$	374,801	\$	373,515	-\$	1,287	100.34%	-0.34%
493.33 Other Services						0				0		0		0		
7004-493.33 Other Services Airport						0				0		0		0		
7004-493.33-05 Other Services / Engineering Services				1,250		1,250	0.00%	100.00%		3,410	•	8,750		5,340	38.97%	61.03%
7004-493.33-10 Other Services / Architectural Services				417		417	0.00%	100.00%		0)	2,917		2,917	0.00%	100.00%
7004-493.33-15 Other Services / Planning Services				417		417	0.00%	100.00%		0)	2,917		2,917	0.00%	100.00%
7004-493.33-20 Other Services / Accounting Services		5,900		2,667		-3,233	221.25%	-121.25%		46,086	i	18,667		-27,419	246.89%	-146.89%
7004-493.33-25 Other Services / Legal Services		8,050		5,000		-3,050	161.00%	-61.00%		43,600)	35,000		-8,600	124.57%	-24.57%
7004-493.33-80 Other Services / Security Services		14,407		16,667		2,260	86.44%	13.56%		105,937	•	116,667		10,730	90.80%	9.20%
7004-493.38-85 Other Services / Parking Management		47,967		48,701		734	98.49%	1.51%		541,992	:	340,909		-201,084	158.98%	-58.98%
7004-493.38-90 Other Services / Warranty Expense		850		850		0	100.00%	0.00%		5,952	2	5,952		0	100.00%	0.00%
7004-493.38-91 Other Service / Software Expense		1,237		1,237		0	100.00%	0.00%		8,678	3	8,658		-20	100.24%	-0.24%
7004-493.38-99 Other Services / Other Services		57,758		13,333		-44,425	433.19%	-333.19%		106,409	}	93,333		-13,076	114.01%	-14.01%
Total 7004-493,33 Other Services Airport	\$	136,169	\$	90,538	-\$	45,630	150.40%	-50.40%	\$	862,064	\$	633,768	-\$	228,296	136.02%	-36.02%
7005-493.33 Other Services Fire						0				0)	0		0		
7005-493.38-05 Other Services - Repair Services				2,500		2,500	0.00%	100.00%		0)	17,500		17,500	0.00%	100.00%

					Jul 2	2023							Tot	al		
							% of	%							% of	%
		Actual	В	udget	Rem	aining	Budget	Remaining	-	Actual	В	udget	Ren			Remaining
7005-493.38-99 Other Services - Other Services				417		417	0.00%	100.00%		6,237		2,917		-3,320	213.84%	-113.84%
Total 7005-493.33 Other Services Fire	\$	0	\$	2,917	\$	2,917	0.00%	100.00%	\$	6,237	\$	20,417	\$	14,180	30.55%	69.45%
7006-493.33 Other Services						0				0		0		0		
7006-493.38-99 Other Services -Other Services		140				-140				140		0		-140		
Total 7006-493.33 Other Services	\$	140	\$	0	-\$	140			\$	140	\$	0	-\$	140		
Total 493.33 Other Services	\$	136,309	\$	93,455	-\$	42,854	145.85%	-45.85%	\$	868,441	\$	654,185	-\$	214,256	132.75%	-32.75%
493.41 Utility Services						0				0		0		0		
7004-493.41-05 Utility Services / Water and Sewer		3,893		3,250		-643	119.79%	-19.79%		22,916		22,750		-166	100.73%	-0.73%
Total 493.41 Utility Services	\$	3,893	\$	3,250	-\$	643	119.79%	-19.79%	\$	22,916	\$	22,750	-\$	166	100.73%	-0.73%
493.42 Cleaning Services						0				0		0		0		
7004-493.42-05 Cleaning Services / Custodial Services		440		625		185	70.40%	29.60%		3,080		4,375		1,295	70.40%	29.60%
7004-493.42-15 Cleaning Services / Garbage Pickup		1,445		1,000		-445	144.52%	-44.52%		9,216		7,000		-2,216	131.66%	-31.66%
7004-493.42-20 Cleaning Services / Snow Clearing				5,417		5,417	0.00%	100.00%		23,288		37,917		14,629	61.42%	38.58%
Total 493.42 Cleaning Services	\$	1,885	\$	7,042	\$	5,156	26.77%	73.23%	\$	35,584	\$	49,292	\$	13,708	72.19%	27.81%
493.43 Repairs & Maintenance						0				0		0		0		
7004-493.43 R&M Airport						0				0		0		0		
7004-493.43-10 Repair and Maintenance / Building Repairs				18,750		18,750	0.00%	100.00%		0		131,250		131,250	0.00%	100.00%
7004-493.43-20 Repair and Maintenance / General Equipment Repair				10,417		10,417	0.00%	100.00%		0		72,917		72,917	0.00%	100.00%
7004-493.43-21 Repair & Maintenance / Computer Equipment Repair				250		250	0.00%	100.00%		0		1,750		1,750	0.00%	100.00%
7004-493.43-27 Repair and Maintenance / CARES		12,068		12,083		15	99.88%	0.12%		331,733		84,583		-247,149	392.20%	-292.20%
7004-493.43-50 Repair and Maintenance / Maintenance Service Cont.		4,314		7,083		2,769	60.91%	39.09%		52,573		49,583		-2,990	106.03%	-6.03%
7004-493.43-90 Repair and Maintenance / Other Repairs				12,500		12,500	0.00%	100.00%		0		87,500		87,500	0.00%	100.00%
Total 7004-493.43 R&M Airport	-\$	16,382	\$	61,083	\$	44,701	26.82%	73.18%	\$	384,306	\$	427,583	\$	43,277	89.88%	10.12%
7005-493.43 R&M Fire						0				0		0		0		
7005-493.43-20 Repair and Maintenance - General Equipment Repair				833		833	0.00%	100.00%		15,217		5,833		-9,383	260.86%	-160.86%
Total 7005-493.43 R&M Fire	\$	0	\$	833	\$	833	0.00%	100.00%	\$	15,217	\$	5,833	-\$	9,383	260.86%	-160.86%
Total 493.43 Repairs & Maintenance	\$	16,382	\$	61,917	\$	45,534	26.46%	73.54%	\$	399,523	\$	433,417	\$	33,894	92.18%	7.82%
493.44 Rentals						0				0		0		0		
7004-493.44-20 Rentals / Equipment & Vehicle Rent		5,900		208		-5,692	2832.05%	-2732.05%		12,700		1,458		-11,242	870.87%	-770.87%
Total 493.44 Rentals	\$	5,900	\$	208	-\$	5,692	2832.05%	-2732.05%	\$	12,700	\$	1,458	-\$	11,242	870.87%	-770.87%
493.52 Insurance						0				0		0		0		
7004-493.52 Insurance Airport						0				0		0		0		
7004-493.52-10 Insurance / Property Insurance		-6,816		7,500		14,316	-90.88%	190.88%		66,814		52,500		-14,314	127.26%	-27.26%
7004-493.52-20 Insurance / Automobile Liability				542		542	0.00%	100.00%		6,601		3,792		-2,809	174.09%	-74.09%
7004-493.52-30 Insurance / General Liability				5,833		5,833	0.00%	100.00%		86,662		40,833		-45,829	212.23%	-112.23%
Total 7004-493.52 Insurance Airport	-\$	6,816	\$	13,875	\$	20,691	-49.12%	149.12%	\$	160,077	\$	97,125	-\$	62,952	164.82%	-64.82%
7005-493.52 Insurance Fire						0				0		0		0		
7005-493.52-20 Insurance - Automobile Liability				167		167	0.00%	100.00%		3,501		1,167		-2,334	300.08%	-200.08%
Total 7005-493.52 Insurance Fire	\$	0	\$	167	\$	167	0.00%	100.00%	\$	3,501	\$	1,167	-\$	2,334	300.08%	-200.08%

					Jul	2023							Tota	ıl		
							% of	%							% of	%
	A	ctual	В	udget	Ren	naining	Budget	Remaining	,	Actual	Bu	ıdget	Rem	aining	Budget	Remaining
Total 493.52 Insurance	-\$	6,816	\$	14,042	\$	20,858	-48.54%	148.54%	\$	163,578	\$	98,292	-\$	65,287	166.42%	-66.42%
493.53 Communications						0				0		0		0		
7004-493.53 Communications Airport						0				0		0		0		
7004-493.53-10 Communications / Regular Phone Service		231		250		19	92.54%	7.46%		1,622		1,750		128	92.68%	7.32%
7004-493.53-20 Communications / Cellular Phone Service		30		125		95	24.26%	75.74%		157		875		718	17.96%	82.04%
7004-493.53-30 Communications / Radio Systems				83		83	0.00%	100.00%		0		583		583	0.00%	100.00%
7004-493.53-60 Communications / Other Communications				250		250	0.00%	100.00%		0		1,750		1,750	0.00%	100.00%
Total 7004-493.53 Communications Airport	\$	262	\$	708	\$	447	36.94%	63.06%	\$	1,779	\$	4,958	\$	3,179	35.88%	64.12%
7005-493.53 Communications Fire						0				0		0		0		
7005-493.53-10 Communications - Regular Phone Service		30		125		95	24.26%	75.74%		157		875		718	17.96%	82.04%
Total 7005-493.53 Communications Fire	\$	30	\$	125	\$	95	24.26%	75.74%	\$	157	\$	875	\$	718	17.96%	82.04%
Total 493.53 Communications	\$	292	\$	833	\$	541	35.04%	64.96%	\$	1,936	\$	5,833	\$	3,897	33.19%	66.81%
493.54 Advertising & Printing						0				0		0		0		
7004-493.54 A&P Airport						0				0		0		0		
7004-493.54-10 Advertising / Legal Publications				42		42	0.00%	100.00%		0		292		292	0.00%	100.00%
7004-493.54-40 Advertising / Other Communications				167		167	0.00%	100.00%		0		1,167		1,167	0.00%	100.00%
7004-493.55-10 Printing & Publishing / Custom Printed Forms				83		83	0.00%	100.00%		214		583		370	36.64%	63.36%
7004-493.55-30 Printing & Publishing / Printing, Binding, Rep.				25		25	0.00%	100.00%		0		175		175	0.00%	100.00%
Total 7004-493.54 A&P Airport	\$	0	\$	317	\$	317	0.00%	100.00%	\$	214	\$	2,217	\$	2,003	9.64%	90.36%
Total 493.54 Advertising & Printing	\$	0	\$	317	\$	317	0.00%	100.00%	\$	214	\$	2,217	\$	2,003	9.64%	90.36%
493.56 Travel & Education						0				0		0		0		
7004-493.56 Travel & Education Airport						0				0		0		0		
7004-493.56-60 in State Travel / In State Travel Expense				167		167	0.00%	100.00%		1,780		1,167		-614	152.60%	-52.60%
7004-493.57-60 Out of State Travel / Out of State Travel Exp		3,961		2,917		-1,044	135.79%	-35.79%		13,112		20,417		7,305	64.22%	35.78%
7004-493.59-10 Education / Due & Membership Instate				292		292	0.00%	100.00%		2,180		2,042		-138	106.77%	-6.77%
7004-493.59-11 Education / Dues /Membership Outstate				1,250		1,250	0.00%	100.00%		5,275		8,750		3,475	60.29%	39.71%
7004-493.59-20 Education / Seminar & Conf. Instate		1,900		292		-1,608	651.42%	-551.42%		2,885		2,042		-843	141.30%	-41.30%
7004-493.59-21 Education / Seminar & Conf. Outstate		700		1,083		383	64.62%	35.38%		7,480		7,583		103	98.64%	1.36%
7004-493.59-30 Education / Reference Materials				250		250	0.00%	100.00%		4,389		1,750		-2,639	250.80%	-150.80%
Total 7004-493.56 Travel & Education Airport	\$	6,561	\$	6,250	-\$	311	104.97%	-4.97%	\$	37,101	\$	43,750	\$	6,649	84.80%	15.20%
7005-493.56 Travel & Education Fire						0				0		0		0		
7005-493.56-60 In State Travel - In State Travel Expense				125		125	0.00%	100.00%		0		875		875	0.00%	100.00%
7005-493.57-60 Out of State Travel - Out of State Travel Exp		46		375		329	12.31%	87.69%		8,219		2,625		-5,594	313.10%	-213.10%
7005-493.59-11 Education - Dues /Membership Outstate		195				-195				195		0		-195		
7005-493.59-20 Education - Seminar & Conf. Instate				292		292	0.00%	100.00%		3,435		2,042		-1,393	168.24%	-68.24%
7005-493.59-21 Education - Seminar & Conf. Outstate		2,695		350		-2,345	770.00%	-670.00%		3,797		2,450		-1,347	154.97%	-54.97%
Total 7005-493.56 Travel & Education Fire	\$	2,936	\$	1,142	-\$	1,795	257.18%	-157.18%	\$	15,645	\$	7,992	-\$	7,654	195.77%	-95.77%
Total 493.56 Travel & Education	\$	9,497	\$	7,392	-\$	2,105	128.48%	-28.48%	\$	52,747	\$	51,742	-\$	1,005	101.94%	-1.94%
493.61 General Supplies						0				0		0		0		

					Jul	2023						Tot	tal		
							% of	%						% of	%
	A	ctual	В	udget	Ren	naining	Budget	Remaining	Actual		Budget	Ren	naining	Budget	Remaining
7004-493.61 General Supplies Airport						0			0		0		0		22.700/
7004-493.61-10 General Supplies / Office Supplies		127		250		123	50.90%	49.10%	1,106		1,750		644	63.22%	
7004-493.61-20 General Supplies / Medical Supplies				67		67	0.00%	100.00%	1,581		467		-1,115		
7004-493.61-40 General Supplies / General Supplies		33,108		22,917		-10,191	144.47%	-44.47%	303,425		160,417		-143,008	189.15%	
7004-493.61-45 General Supplies / Janitorial Supplies		7,136		10,417		3,281	68.51%		58,347		72,917		14,570	80.02%	
7004-493.61-50 General Supplies / Postage				208		208	0.00%	100.00%	1,756		1,458		-298	120.40%	
Total 7004-493.61 General Supplies Airport	\$	40,371	\$	33,858	-\$	6,512	119.23%	-19.23%	•		237,008	-\$	129,207	154.52%	-54.52%
7005-493.61 General Supplies Fire						0			C		0		0		
7005-493.61-10 General Supplies - Office Supplies		105		150		45	69.90%		595		1,050		455	56.70%	
7005-493.61-20 General Supplies - Medical Supplies				42		42	0.00%	100.00%	C)	292		292	0.00%	
7005-493.61-40 General Supplies - General Supplies		1,525		1,500		-25	101.68%	-1.68%	10,443	3	10,500		57	99.45%	
7005-493.61-45 General Supplies - Janitorial Supplies				125		125	0.00%	100.00%	1,467	•	875		-592	167.70%	
7005-493.61-50 General Supplies - Postage				8		8	0.00%	100.00%	C)	58		58	0.00%	100.00%
Total 7005-493.61 General Supplies Fire	\$	1,630	\$	1,825	\$	195	89.32%	10.68%	\$ 12,505	\$	12,775	\$	270	97.89%	2.11%
Total 493.61 General Supplies	\$	42,001	\$	35,683	-\$	6,317	117.70%	-17.70%	\$ 378,721	\$	249,783	-\$	128,937	151.62%	-51.62%
493.62 Energy						0			C)	0		0		
7004-493.62 Energy Airport						0			C)	0		0		
7004-493.62-10 Energy / Gasoline				1,667		1,667	0.00%	100.00%	C)	11,667		11,667	0.00%	100.00%
7004-493.62-11 Energy / Diesel Fuel				9,167		9,167	0.00%	100.00%	65,182	2	64,167		-1,015	101.58%	-1.58%
7004-493.62-50 Energy / Natural Gas		239		10,833		10,594	2.21%	97.79%	65,527	7	75,833		10,307	86.41%	13.59%
7004-493.62-51 Energy / Electricity		34,472		39,583		5,112	87.09%	12.91%	221,273	3	277,083		55,811	79.86%	20.14%
7004-493.62-53 Energy / Heating Oil				833		833	0.00%	100.00%	C)	5,833		5,833	0.00%	100.00%
Total 7004-493.62 Energy Airport	\$	34,711	\$	62,083	\$	27,372	55.91%	44.09%	\$ 351,982	2 \$	434,583	\$	82,602	80.99%	19.01%
7005-493.62 Energy Fire						0			C)	0		0		
7005-493.62-10 Energy - Gasoline				83		83	0.00%	100.00%	()	583		583	0.00%	100.00%
7005-493.62-11 Energy Diesel Fuel				500		500	0.00%	100.00%	989)	3,500		2,511	28.27%	71.73%
7005-493.62-52 Energy / Propane				33		33	0.00%	100.00%	()	233		233	0.00%	100.00%
Total 7005-493.62 Energy Fire	\$	0	\$	617	\$	617	0.00%	100.00%	\$ 989	\$	4,317	\$	3,327	22.92%	77.08%
Total 493.62 Energy	\$	34,711	\$	62,700	\$	27,989	55.36%	44.64%	\$ 352,97	l \$	438,900	\$	85,929	80.42%	19.58%
493.64 Miscellaneous Expense						0			()	0		0		
493.65 Chemicals						0			()	0		0		
7004-493.65-50 Chemicals / Salt / Gravel / Salt for Roads				9,167		9,167	0.00%	100.00%	103,227	7	64,167		-39,060	160.87%	-60.87%
7004-493.65-60 Chemicals / Salt / Gravel / Gravel & Aggregate				1,750		1,750	0.00%	100.00%	5,427	7	12,250		6,823	44.30%	55.70%
Total 493.65 Chemicals	\$	0	\$	10,917	\$	10,917	0.00%	100.00%	\$ 108,654	1 \$	76,417	-\$	32,237	142.19%	-42.19%
7004-493.64 Clothing Airport						0			()	0		0		
7004-493.64-10 Clothing / Uniforms / Clothing		602		1,000		398	60.15%	39.85%	3,269	€	7,000		3,731	46.70%	53.30%
Total 7004-493.64 Clothing Airport	\$	602	\$	1,000	\$	398	60.15%	39.85%	\$ 3,269	\$	7,000	\$	3,731	46.70%	53.30%
7004-493.68-10 Miscellaneous		167		208		41	80.27%	19.73%	1,275	5	1,458		183	87.44%	12.56%
7005-493.64 Clothing Fire						0			(כ	0		0		
-															

	Jul 2023												Total		
							% of	%						% of	%
	Ac	tual	Ві	udget	Remain	nina	% oi Budget	76 Remaining	4	Actual	В	udget	Remaining	Budget	
7005-493.64-10 Clothing - Uniforms / Clothing		-16		542		558	-2.92%	102.92%		1,070		3,792	2,722	28.21%	71.79%
Total 7005-493.64 Clothing Fire	-\$	16	\$	542	\$	558	-2.92%	102.92%	\$	1,070	\$	3,792	\$ 2,722	28.21%	71.79%
7005-493,68-10 Miscellaneous / Miscellaneous						0				691		0	-69 ⁻	l	
Total 493.64 Miscellaneous Expense		753	\$	12,667	\$ 1	1,914	5.94%	94.06%	\$	114,959	\$	88,667	-\$ 26,29	129.65%	-29.65%
493.72 Capital Outlay						0				0		0	()	
7004-493.72 Buildings/Improvements						0				0		0	()	
7004-493.72-20 Buildings / Building Remodeling				5,417	:	5,417	0.00%	100.00%		0		37,917	37,91	0.00%	100.00%
7004-493.72-30 Buildings / New Construction						0				9,479		0	-9,479	•	
7004-493.73-20 Site Improvements				3,333		3,333	0.00%	100.00%		36,933		23,333	-13,600	158.28%	-58.28%
Total 7004-493.72 Buildings/Improvements	\$	0	\$	8,750	\$	8,750	0.00%	100.00%	\$	46,412	\$	61,250	\$ 14,83	3 75.77%	24.23%
7004-493,74 Capital Outlay Airport						0				0		0	-)	
7004-493.74-10 Capital Outlay / Machinery & Equipment		5,204		2,500	-	2,704	208.16%	-108.16%		47,603		17,500	-30,10	3 272.02%	-172.02%
7004-493.74-11 Capital Outlay / Computer Equipment				583		583	0.00%	100.00%		0		4,083	4,08	0.00%	100.00%
7004-493.74-12 Capital Outlay / Computer Software				833		833	0.00%	100.00%		216		5,833	5,61	3.70%	96.30%
7004-493.74-20 Capital Outlay / Vehicles				2,917		2,917	0.00%	100.00%		0		20,417	20,41	7 0.00%	100.00%
7004-493.74-30 Capital Outlay / Furniture & Fixtures				1,250		1,250	0.00%	100.00%		2,084		8,750	6,66	23.81%	76.19%
7004-493.74-50 Capital Outlay / General Capital Outlay				8,333		8,333	0.00%	100.00%		27,178		58,333	31,15	46.59%	53.41%
Total 7004-493.74 Capital Outlay Airport	\$	5,204	\$	16,417	\$ 1	1,213	31.70%	68.30%	\$	77,080	\$	114,917	\$ 37,83	67.08%	32.92%
7005-493.74 Capital Outlay Fire						0				0		0)	
7005-493.74-10 Capital Outlay / Machinery & Equipment				1,250		1,250	0.00%	100.00%		0		8,750	8,75	0.00%	100.00%
7005-493.74-11 Capital Outlay / Computer Equipment				250		250	0.00%	100.00%		0		1,750	1,75	0.00%	100.00%
7005-493.74-30 Capital Outlay / Furniture & Fixtures				417		417	0.00%	100.00%		0		2,917	2,91	7 0.00%	100.00%
7005-493.74-50 Capital Outlay / General Capital Outlay				4,167		4,167	0.00%	100.00%		0		29,167	29,16	7 0.00%	100.00%
Total 7005-493.74 Capital Outlay Fire	\$	0	\$	6,083	\$	6,083	0.00%	100.00%	\$	0	\$	42,583	\$ 42,58	3 0.00%	6 100.00%
Total 493.72 Capital Outlay	\$	5,204	\$	31,250	\$ 2	6,046	16.65%	83.35%	\$	123,493	\$	218,750	\$ 95,25	7 56.45%	43.55%
493.80 Special Assessments/DrainTaxes/Property Taxes						0				0		0		ס	
7004-493.80-12 Special Assessments Principal				8,333		8,333	0.00%	100.00%		0		58,333			
Total 493.80 Special Assessments/DrainTaxes/Property Taxes	\$	0	\$	8,333	\$	8,333	0.00%	100.00%	\$	0	\$	58,333			4 100.00%
7004-493.34 Technical Services Airport						0				0		0		ס	
7004-493.34-10 Technical Services / Communication		876		1,667		791	52.55%	47.45%		10,975		11,667	69	1 94.07%	5.93%
7004-493,34-15 Technical Services / Computer Services		2,310		3,000		691	76.98%	23.02%		16,569		21,000	4,43		
7004-493.34-20 Technical Services / Marketing / Public Relat.				1,333		1,333	0.00%	100.00%		0		9,333	9,33		
7004-493.34-30 Technical Services / Payroll Services		3,086		3,583		497	86.13%	13.87%		24,704		25,083			
7004-493.34-35 Technical Services / Banking Services		55		125		70	44.00%	56.00%		345		875			
Total 7004-493.34 Technical Services Airport	\$	6,327	\$	9,708	\$	3,382	65.17%	34.83%	\$	52,593	\$	67,958			6 22.61%
7005-493.34 Technical Services Fire						0				0		0		0	
7005-493.34-10 Technical Services - Communication		228		250		22	91.20%	8.80%		1,646		1,750			
7005-493.34-15 Technical Services - Computer Services		656		333		-322	196.65%	-96.65%		2,654		2,333			
7005-493.34-30 Technical Services - Payroll Service		1,156		1,708		552	67.67%	32.33%		11,889		11,958	6	9 99.42%	6 0.58%

					Ju	1 2023	····		 			otal		
		1	_	4	-		% of	% Damaining	Antual	Budget	D,	emaining	% of Budget	% Remaining
	A	ctual		Budget	Ke	maining	Budget	Remaining	Actual	Budget				<u> </u>
Total 7005-493.34 Technical Services Fire	\$	2,039	\$	2,292	\$	252	88.99%	11.01%	\$ 16,189	\$ 16,042	! -\$	147	100.92%	-0.92%
Total Expenses	\$	513,718	\$	668,003	\$	154,285	76.90%	23.10%	\$ 4,541,000	\$ 4,676,019	\$	135,019	97.11%	2.89%
Net Operating Income	\$ 1	1,525,742	\$	340,722	-\$	1,185,020	447.80%	-347.80%	\$ 7,229,068	\$ 2,385,052	2 -\$	4,844,016	303.10%	-203.10%
Other Income														
7004-396.80-05 Gain (Loss) on Investments		54,711				-54,711			154,311	()	-154,311		
Total Other Income	\$	54,711	\$	0	-\$	54,711			\$ 154,311	\$ () -\$	154,311		
Net Other Income	\$	54,711	\$	0	-\$	54,711			\$ 154,311	\$ () -\$	154,311		
Net Income	\$ 1	1,580,452	\$	340,722	-\$	1,239,731	463.85%	-363,85%	\$ 7,383,378	\$ 2,385,052	· -\$	4,998,326	309.57%	-209.57%

Municipal Airport Authority of the City of Fargo, North Dakota Budget vs. Actuals: Fund 563 - Airport Construction and Improvement Statement July 2023

	Jul 2023 Total														
		ctual	Budg	et l	Rem	naining	% of Budget	% Remaining	 Actual	В	udget	Rei	maining	% of Budget	% Remaining
Income											<u> </u>				
330 Intergovernmental Revenue						0			0		0		0		
331.10 Federal Operating Grants						0			0		0		0		
7006-331.11 Federal Operating Grants						0			0		0		0		
7006-331.11-90 Operating - Direct Assist / CARES Funding Airport			1,083	3,333	1	,083,333	0.00%	100.00%	0		7,583,333		7,583,333	0.00%	100.00%
7006-331.13-05 Direct Assist / Airport Improvement			2,319	9,167	2	,319,167	0.00%	100.00%	583,936	1	6,234,167		15,650,231	3,60%	96.40%
Total 7006-331.11 Federal Operating Grants	\$	0	\$ 3,402	2,500	\$ 3	,402,500	0.00%	100.00%	\$ 583,936	\$ 2	23,817,500	\$:	23,233,564	2.45%	97.55%
Total 331.10 Federal Operating Grants	\$	0	\$ 3,402	2,500	\$ 3	,402,500	0.00%	100.00%	\$ 583,936	\$ 2	23,817,500	\$:	23,233,564	2.45%	97.55%
334.30 State Grants						0			0		0		0		
7004-334.30-05 State Grants / Capital Grant Assistance			41	1,667		41,667	0.00%	100.00%	0		291,667		291,667	0.00%	100.00%
7006-334.30-05 State Grants / Capital Grant Assistance		292,065	166	6,667		-125,398	175.24%	-75.24%	362,972		1,166,667		803,695	31.11%	68.89%
Total 334.30 State Grants	-\$	292,065	\$ 208	8,333	-\$	83,732	140.19%	-40.19%	\$ 362,972	\$	1,458,333	\$	1,095,361	24.89%	75.11%
Total 330 Intergovernmental Revenue	\$	292,065	\$ 3,610	0,833	\$ 3	,318,768	8.09%	91.91%	\$ 946,908	\$:	25,275,833	\$:	24,328,926	3.75%	96.25%
360 Miscellaneous Revenue						0			0		0		0		
360.00 Interest Revenue						0			0		0		0		
7004-360,36-00 Interest Revenue / Interest on Airport Funds		11,779		833		-10,946	1413.48%	-1313.48%	50,528		5,833		-44,695	866.20%	-766.20%
Total 360.00 Interest Revenue	\$	11,779	\$	833	-\$	10,946	1413.48%	-1313.48%	\$ 50,528	\$	5,833	-\$	44,695	866.20%	-766.20%
361.00 Miscellaneous Revenue						0			0		0		0		
7004-361.75-01 Pcard Rebates / PFM Pcard Rebates				17		17	0.00%	100.00%	0		117		117	0.00%	100.00%
Total 361.00 Miscellaneous Revenue	\$	0	\$	17	\$	17	0.00%	100.00%	\$ 0	\$	117	\$	117	0.00%	100.00%
363.00 Rental Fees						0			0		0		0		
7004-363.91-01 Operating Revenues / Foreign-Trade Zone Fees				1,667		1,667	0.00%	100.00%	20,000		11,667		-8,333	171.43%	-71.43%
Total 363.00 Rental Fees		0	\$ '	1,667	\$	1,667	0.00%	100.00%	\$ 20,000	\$	11,667	-\$	8,333	171.43%	-71.43%
Total 360 Miscellaneous Revenue	\$	11,779	\$ 2	2,517	-\$	9,262	468.04%	-368.04%	\$ 70,528	\$	17,617	-\$	52,912	400.35%	-300.35%
390 Transfer						0			0		0		0		
391.00 Transfer In						0			0		0		0		
7004-391.50-00 Transfer In / Enterprise Funds		1,572	183	3,733		182,162	0.86%	99.14%	1,053,877		1,286,133		232,257	81.94%	18.06%
Total 391.00 Transfer In		1,572	\$ 18:	3,733	\$	182,162	0.86%	99.14%	\$ 1,053,877	\$	1,286,133	\$	232,257	81.94%	18.06%
395.00 Operating Revenues						0			0		0		0		
7004-395.20-06 Miscellaneous / State/Airline Tax Share			;	3,750		3,750	0.00%	100.00%	0		26,250		26,250	0.00%	100.00%
Total 395.00 Operating Revenues	\$	0	\$:	3,750	\$	3,750	0.00%	100.00%	\$ 0	\$	26,250	\$	26,250	0.00%	100.00%
396.00 Non Operating						0			0		0		0		
7004-396.12-00 Non Operating / Property Taxes		2,267	119	9,167		116,899	1.90%	98.10%	1,367,674		834,167		-533,508	163.96%	-63.96%
Total 396.00 Non Operating		2,267	\$ 119	9,167	\$	116,899	1.90%	98.10%	\$ 1,367,674	\$	834,167	-\$	533,508	163.96%	-63.96%
Total 390 Transfer	\$	3,839			\$	302,811	1.25%	98.75%	\$ 2,421,551	\$	2,146,550	-\$	275,001	112.81%	-12.81%
Total Income	\$	307,683				3,612,317	7.85%	92.15%	\$ 3,438,987		27,440,000	\$	24,001,013	12.53%	87.47%
Gross Profit	\$	307,683			_	3,612,317	7.85%	92.15%	\$ 3,438,987	\$:	27,440,000	\$	24,001,013	12.53%	87.47%
Expenses	ŕ	,	,	•					•						
•															

493.33 Other Services

Municipal Airport Authority of the City of Fargo, North Dakota Budget vs. Actuals: Fund 563 - Airport Construction and Improvement Statement July 2023

				J	ul 2023							Tot	al		
	Ac	tual	Budget	Re	maining	% of Budget	% Remaining	Act	ual	E	Budget	Rem	naining	% of Budget	% Remaining
7004-493.33 Other Services Airport	***		<u> </u>		0				0		0		0		
7004-493.33-05 Other Services / Engineering Services		27,834	20,833		-7,000	133,60%	-33.60%		120,369		145,833		25,464	82.54%	17.46%
7004-493.33-06 Other Services / Quality Testing			417		417	0.00%	100.00%		0		2,917		2,917	0.00%	100.00%
7004-493,33-10 Other Services / Architectural Services		706	4,167		3,461	16.94%	83.06%		11,790		29,167		17,377	40.42%	59.58%
7004-493.33-15 Other Services / Planning Services			4,167		4,167	0.00%	100.00%		0		29,167		29,167	0.00%	100.00%
7004-493.33-20 Other Services / Accounting Services			833		833	0.00%	100.00%		7,000		5,833		-1,167	120.00%	-20.00%
7004-493.33-25 Other Services / Legal Services			83		83	0.00%	100.00%		0		583		583	0.00%	100.00%
7004-493.38-94 Other Services / Foreign Trade Zone			525		525	0.00%	100.00%		0		3,675		3,675	0.00%	100.00%
7004-493.38-99 Other Services / Other Services		2,295	10,833		8,538	21.18%	78.82%		37,415		75,833		38,419	49.34%	50.66%
Total 7004-493.33 Other Services Airport	\$	30,835	\$ 41,858	\$	11,024	73.66%	26.34%	\$	176,574	\$	293,008	\$	116,434	60.26%	39.74%
7006-493.33 Other Services					0				0		0		0		
7006-493.33-05 Other Services / Engineering Services		74,884	299,750		224,866	24.98%	75.02%	1,	523,490		2,098,250		574,760	72.61%	27.39%
7006-493.33-06 Other Services / Quality Testing			1,000		1,000	0.00%	100.00%		0		7,000		7,000	0.00%	100.00%
7006-493.33-10 Other Services / Architectural		634,308	716,667		82,359	88.51%	11.49%	4,:	277,198		5,016,667		739,469	85.26%	14.74%
7006-493.33-15 Other Services / Planning Services			4,167		4,167	0.00%	100.00%		0		29,167		29,167	0.00%	100.00%
7006-493,33-20 Other Services / Accounting Services			417		417	0.00%	100.00%		0		2,917		2,917	0.00%	100.00%
7006-493.33-25 Other Services / Legal Services			83		83	0.00%	100.00%		0		583		583	0.00%	100.00%
7006-493.38-99 Other Services -Other Services		26,592			-26,592				48,092		0		-48,092		
Total 7006-493.33 Other Services	\$	735,785	\$ 1,022,083	\$	286,298	71.99%	28.01%	\$ 5,	848,780	\$	7,154,583	\$	1,305,803	81.75%	18.25%
Total 493.33 Other Services	\$	766,620	\$ 1,063,942	\$	297,322	72.05%	27.95%	\$ 6,	025,354	\$	7,447,592	\$	1,422,238	80.90%	19.10%
493.54 Advertising & Printing					0				0		0		0		
7004-493.54 A&P Airport					0				0		0		0		
7004-493.54-10 Advertising / Legal Publications			125	i	125	0.00%	100.00%		0		875		875	0.00%	100.00%
7004-493.54-11 Advertising / Marketing		9,920	20,833	;	10,913	47.62%	52.38%		151,202		145,833		-5,369	103.68%	-3.68%
Total 7004-493.54 A&P Airport	\$	9,920	\$ 20,958	\$	11,038	47.33%	52.67%	\$	151,202	\$	146,708	-\$	4,494	103.06%	-3.06%
7006-493.54-10 Advertising / Legal Publications			100	1	100	0.00%	100.00%		1,631		700		-931	233.05%	-133.05%
Total 493.54 Advertising & Printing	\$	9,920	\$ 21,058	\$	11,138	47.11%	52.89%	\$	152,834	\$	147,408	-\$	5,425	103.68%	-3.68%
493.72 Capital Outlay					0				0		0		0		
7004-493.72 Buildings/Improvements					0				0		0		0		
7004-493.72-30 Buildings / New Construction					0				417,021		0		-417,021		
7004-493.73-10 Infrastructure / Construction Projects		456,253	83,333	;	-372,920	547.50%	-447.50%		844,930		583,333		-261,596	144.85%	-44.85%
7004-493.73-20 Site Improvements			83,333	;	83,333	0.00%	100.00%		76,783		583,333		506,550	13.16%	86.84%
Total 7004-493.72 Buildings/Improvements	\$	456,253	\$ 166,667	-\$	289,587	273.75%	-173.75%	\$ 1,	338,733	\$	1,166,667	-\$	172,067	114.75%	-14.75%
7004-493.74 Capital Outlay Airport					0				0		0		0		
7004-493.74-10 Capital Outlay / Machinery & Equipment			83,333	3	83,333	0.00%	100.00%		546,946		583,333		36,387	93.76%	6.24%
Total 7004-493.74 Capital Outlay Airport	\$	0	\$ 83,333	\$	83,333	0.00%	100.00%	\$	546,946	\$	583,333	\$	36,387	93.76%	6.24%
7006-493.73-10 Infrastructure /Construction Projects			2,425,250)	2,425,250	0.00%	100.00%		0		16,976,750	1	6,976,750	0.00%	
Total 493.72 Capital Outlay	\$	456,253	\$ 2,675,250	\$	2,218,997	17.05%	82.95%	\$ 1,	885,680	\$	18,726,750	\$ 1	6,841,070	10.07%	89.93%
7004-493.34 Technical Services Airport															

Municipal Airport Authority of the City of Fargo, North Dakota Budget vs. Actuals: Fund 563 - Airport Construction and Improvement Statement July 2023

					Jul	l 2023						1	otal		
	***************************************						% of	%						% of	%
	Actı	ıal	Bu	dget	Rem	naining	Budget	Remaining		Actual	Budget	R	emaining	Budget	Remaining
7004-493.34-35 Technical Services / Banking Services				8		8	0.00%	100.00%		0	58		58	0.00%	100.00%
Total 7004-493.34 Technical Services Airport	\$	0	\$	8	\$	8	0.00%	100.00%	\$	0	\$ 58	\$	58	0.00%	100.00%
Total Expenses	\$ 1,23	32,793	\$ 3,	760,258	\$ 2	,527,465	32.78%	67.22%	\$	8,063,867	\$ 26,321,808	\$	18,257,941	30.64%	69.36%
Net Operating Income	-\$ 92	25,110	\$	159,742	\$ 1	,084,851	-579.13%	679.13%	-\$	4,624,880	\$ 1,118,192	\$	5,743,072	-413.60%	513.60%
Net Income	-\$ 92	25,110	\$	159,742	\$ 1	,084,851	-579.13%	679.13%	-\$	4,624,880	\$ 1,118,192	\$	5,743,072	-413.60%	513.60%
												_			

Municipal Airport Authority of the City of Fargo, North Dakota Budget vs. Actuals: Fund 564 - Airport Passenger Facility Charge Statement July 2023

					Ju	ıl 2023						T	otal		
	Α	ctual	В	udget	Rei	maining	% of Budget	% Remaining	Actual		Budget	Rer	maining	% of Budget	% Remaining
Income															
360 Miscellaneous Revenue						0				0	0		0		
360.00 Interest Revenue						0				0	0		0		
7004-360.36-00 Interest Revenue / Interest on Airport Funds		566		400		-166	141.50%	- 41.50%	1,8	370	2,800		930	66.80%	33.20%
Total 360.00 Interest Revenue	\$	566	\$	400	-\$	166	141.50%	-41.50%	\$ 1,8	370	\$ 2,800	\$	930	66.80%	33.20%
Total 360 Miscellaneous Revenue	\$	566	\$	400	-\$	166	141.50%	-41.50%	\$ 1,8	370	\$ 2,800	\$	930	66.80%	33.20%
390 Transfer						0				0	0		0		
395.00 Operating Revenues						0				0	0		0		
7004-395.10-50 Operating Revenues / Passenger Facility Charge		180,134		183,333		3,199	98.25%	1.75%	1,230,9	96	1,283,333		52,337	95.92%	4.08%
Total 395.00 Operating Revenues	\$	180,134	\$	183,333	\$	3,199	98.25%	1.75%	\$1,230,9	96	\$1,283,333	\$	52,337	95.92%	4.08%
Total 390 Transfer	\$	180,134	\$	183,333	\$	3,199	98.25%	1.75%	\$1,230,9	96	\$1,283,333	\$	52,337	95.92%	4.08%
Total Income	\$	180,700	\$	183,733	\$	3,033	98.35%	1.65%	\$1,232,8	67	\$1,286,133	\$	53,267	95.86%	4.14%
Gross Profit	\$	180,700	\$	183,733	\$	3,033	98.35%	1.65%	\$1,232,8	67	\$1,286,133	\$	53,267	95.86%	4.14%
Expenses															
493.90-50 Transfers						0				0	0		0		
7004-493.90-50 To Enterprise Fund		1,572		183,733		182,162	0.86%	99.14%	1,053,8	377	1,286,133		232,257	81.94%	18.06%
Total 493.90-50 Transfers	\$	1,572	\$	183,733	\$	182,162	0.86%	99.14%	\$1,053,8	377	\$1,286,133	\$	232,257	81.94%	18.06%
Total Expenses	\$	1,572	\$	183,733	\$	182,162	0.86%	99.14%	\$1,053,8	377	\$1,286,133	\$	232,257	81.94%	18.06%
Net Operating Income	\$	179,128	\$	0	-\$	179,128			\$ 178,9	90	\$ 0	-\$	178,990		
Net Income	\$	179,128	\$	0	-\$	179,128			\$ 178,9	90	\$ 0	-\$	178,990		

Municipal Airport Authority of the City of Fargo, North Dakota Budget vs. Actuals: Fund 569 - Airport Parking Maintenance and Construction Statement July 2023

					Jι	ul 2023								Total		
							% of	%							% of	%
	^	ctual	Bud	dget	Rei	maining	Budget	Remaining	Ac	ctual	Bu	dget	Rer	maining	Budget	Remaining
Income											***************************************					
360 Miscellaneous Revenue																
360.00 Interest Revenue																
7004-360.36-00 Interest Revenue / Interest on Airport Funds		26,109		5,833		-20,276	447.59%	-347.59%	1	167,309	4	40,833		-126,476	409.74%	-309.74%
Total 360.00 Interest Revenue	\$	26,109	\$	5,833	-\$	20,276	447.59%	-347.59%	\$ 1	167,309	\$ 4	40,833	-\$	126,476	409.74%	-309.74%
Total 360 Miscellaneous Revenue	\$	26,109	\$	5,833	-\$	20,276	447.59%	-347.59%	\$ 1	167,309	\$ 4	40,833	-\$	126,476	409.74%	-309.74%
Total Income	\$	26,109	\$	5,833	-\$	20,276	447.59%	-347.59%	\$ 1	67,309	\$ 4	40,833	-\$	126,476	409.74%	-309.74%
Gross Profit	\$	26,109	\$	5,833	-\$	20,276	447.59%	-347.59%	\$ 1	167,309	\$ 4	40,833	-\$	126,476	409.74%	-309.74%
Expenses																
Total Expenses	*******				\$	0		****	\$	0	\$	0	\$	0		
Net Operating Income	\$	26,109	\$	5,833	-\$	20,276	447.59%	-347.59%	\$ 1	67,309	\$ 4	40,833	-\$	126,476	409.74%	-309.74%
Net Income	\$	26,109	\$	5,833	-\$	20,276	447.59%	-347.59%	\$ 1	67,309	\$ 4	40,833	-\$	126,476	409.74%	-309.74%
								=								

shawn

From:

Stacey Tjon Bossart <staceyb@lpllaw.net>

Sent:

Wednesday, September 6, 2023 5:06 PM

To:

Leah Martin; shawn

Cc: Subject: Terry Stroh RE: AIA Contract

awn

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: <u>staceyb@lpllaw.net</u> ND #05440 MN # 0266322

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From: Leah Martin < Leah M@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



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.

User Notes:

TABLE OF ARTICLES

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

INITIAL INFORMATION ARTICLE 1

§ 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:
 - Design phase milestone dates, if any: .1

- .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 E204TM–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:

User Notes:

.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

Init.

§ 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 E203TM–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 A1A Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM–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 polices 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.

SCOPE OF ARCHITECT'S BASIC SERVICES ARTICLE 3

- § 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

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.

7

- § 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:
 - facilitating the distribution of Bidding Documents to prospective bidders;
 - organizing and conducting a pre-bid conference for prospective bidders; .2
 - preparing responses to questions from prospective bidders and providing clarifications and .3 interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - organizing and conducting the opening of the bids, and subsequently documenting and distributing the .4 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:
 - facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
 - organizing and participating in selection interviews with prospective contractors; .2
 - 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,
 - participating in negotiations with prospective contractors, and subsequently preparing a summary .4 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 A201TM–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.

- § 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

User Notes:

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- 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

Init.

User Notes:

§ 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

Supplemental Services	Responsibility
Supplemental dervices	(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	N/P
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 § 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 E204TM–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.

- § 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:
 - 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;
 - 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
 - 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

Init.

- .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 E204TM—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.

- § 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.

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

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.

COPYRIGHTS AND LICENSES ARTICLE 7

- § 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.

CLAIMS AND DISPUTES ARTICLE 8

8 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 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 Agreemen
[X]	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.

- § 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

Init.

User Notes:

- § 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

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

Init.

§ 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:

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[Iser Notes:

(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	Forty	percent (40	%)
Phase Procurement Phase Construction Phase	Five	percent (5	%)
	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 Principal Sr. Architect Specification Writer Project Designer I Project Designer II Project Designer III Interior Designer CAD Operator Student	Rate (\$0.00) \$200.00/hr \$140.00/hr \$110.00/hr \$110.00/hr \$90.00/hr \$110.00/hr \$100.00/hr
Student Clerical	\$40.00/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;

User Notes:

- Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' .8 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:
- All taxes levied on professional services and on reimbursable expenses; .9
- Site office expenses; .10
- Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- 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

 \S 11.10.1.1 An initial payment of zero (\S 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

User Notes:

Init.

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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 B101TM_2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203TM–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	Ex	l٠i	hi	+0	٠
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(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204TM–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 (Structure)

Terry L. Stroh, Principal

(Printed name, title, and license number, if required)

User Notes:

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

2021 Addendum to

Standard From 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 Contractors 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 Architects negligent acts or omissions but shall not have control over or charge of and shall no 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 Cody Sex. 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"





Art Thompson
Director

T L Stroh Architects Ltd 8 7th St N Fargo ND 58102 May 17, 2023

Account Information Employer account number:

Issue date:

1089473 05/17/2023 06/14/2024

Expiration date:

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

Chief of Employer Services

Bory Schumacher

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).



Cultivating community through the arts

TO:

Shawn Dobberstein and the Hector Airport Authority

FROM:

Tania Blanich, Interim Executive Director, The Arts Partnership

DATE:

August 8, 2023

RE:

ArtWORKS at the Airport

Our five-year partnership with the Airport Authority to manage the ArtWORKS program at Hector Airport has been gratifying for The Arts Partnership and – I think the Airport would agree – very successful.

The program clearly has the intended effect: providing a welcoming environment for travelers and airport workers alike, as indicated by the smiles of the passengers as they gaze at the art exhibited in the baggage claim or discover the music is live as they come up the escalator and by the comments made to us by TSA, café and airline workers. From TAP's perspective, it provides a very public opportunity to showcase the work of local artists and musicians and reach both visitors to and residents of our community.

We're excited to move forward with another great year of art and performances at the Airport. The \$6,500 annual cost of the ArtWORKS program covers three visual art exhibits and signage in the baggage area, the vinyl exhibit reproductions in the boarding areas and twelve music performances. Artists and musicians receive a stipend for their participation.

We'd like to propose one change going forward for the mini-concerts: a four-week December series and an eight-week summer series. The airport may experience their highest numbers of travelers in March (when we previously held a series), but we believe a longer summer series provides more potential for media coverage.

This year, we oddly got little response from musicians for the March series (usually, we have many more interested than available slots). Therefore, we moved those performances to the summer. We completed the eight-week series on August 7 and could not have been more pleased. First, there were many more travelers than we've seen previously, including at least twice when the line for security snaked around the elevator. So many more folks got to experience local music.

Importantly for the Airport, the longer series gave Flint Communications the opportunity/time for additional media outreach after the first performance. That ultimately resulted in two onsite interviews plus an in-studio interview on North Dakota Today and notice in *The Forum*.

The new, very proactive team from Flint Communications is to be commended for boosting the Airport's visibility and its commitment to our community through the arts. We've spent some time brainstorming together about possible story angles to entice the media and that's clearly paid off. The Arts Partnership has established a good working rhythm with Flint and believe that will only serve both the Airport and our artists/musicians well.

We are excited about continuing this partnership with the Airport Authority. Together, we are highlighting the importance of the arts to visitors and citizens of the Metro alike.

Thank you for your consideration.

Sincerely,

Tania Blanich

Interim Executive Director





August 29, 2023

SENT BY EMAIL ONLY: DEberhardt@FargoND.gov

Mr. Dan Eberhardt Special Assessments Coordinator 200 3rd Street North Fargo, ND 58102

RE: Municipal Airport of Authority of the City of Fargo-Request for Deferral of Special Assessments related to:

Improvement District Number BN-20-A, (Arterial New Construction & Incidentals); and, Improvement District Number SL-21-C, (Street Lighting & Incidentals).

Dear Mr. Eberhardt:

This correspondence follows correspondence/Special Assessment Notices received from the City of Fargo related to **Improvement District Number BN-20-A** and **Improvement District Number SL-21-C**. As you know, these Improvement projects provide for reconstruction of North University Drive from 32nd Avenue to 40th Avenue North and a Street Light project on 40th Avenue North/Cass County Road 20 between the Red River and Old Hwy 81.

For the North University Drive reconstruction project, the Notice of Assessments includes the following parcels:

01-8590-00024-000 - 3901 Dakota Drive North - \$1,136,834.18

01-8590-03002-000 - International Airport - \$846,128.33

01-8590-03100-000 - International Airport - \$1,019,887.06

For the Street Light project between the Red River and Old Hwy 81 on 40th Avenue North/Cass County Road 20, the Notice of Assessments includes the following parcels:

01-8590-00024-000 - 3091 Dakota Drive North - \$103,215.51

1123 5TH AVENUE SOUTH - LOWER LEVEL FARGO, NORTH DAKOTA 58103 PHONE: 701-237-0100

FAX: 701-365-8052

LICENSED IN NORTH DAKOTA AND MINNESOTA

01-8590-02500-000 - International Airport - \$87,254.20

01-8590-02602-000 - 3101 US Highway 81 - \$40,316.10

01-8590-03002-000 - International Airport - \$80,971.25

At this time, the Authority hereby requests that the City of Fargo grant a deferral of the Special Assessments to be assessed against the property owned by the Authority, pursuant to Fargo City Ordinance 3-1004, state statute and 14 C.F.R. Part 77, which restricts building on land located near the Airport for purposes of the protection of incoming and outgoing aircraft and for public safety. Further for other parcels, in the event the FAA does not deem the Airport to receive an immediate benefit from the proposed Special Assessment, it would be deemed revenue diversion by the Airport and therefore, would not be allowed.

If you should have any questions regarding this request for deferral of the proposed Special Assessments to be assessed related to Improvement District Number BN-20-A, as well as Improvement District Number SL-21-C, or need further information from the Authority, by all means, feel free to contact me or Shawn Dobberstein at (701)-241-1501. Thank you.

Sincerely,

Stacey Ty Bossat
Stacey Tjon Bossart
staceyb@lpllaw.net

STB/lmb

cc:

Shawn A. Dobberstein, Executive Director, A.A.E. (via email) Municipal Airport Authority Board Members (via email) Nancy Morris, City Attorney (via email)



IMPORTANT PROPERTY OWNER NOTIFICATION - SPECIAL ASSESSMENT NOTICE -

August 17, 2023

MUNICIPAL AIRPORT AUTHORITY BOX 2845 FARGO, ND 58108

Why are you receiving this letter?

Your property was included within a special assessment district. Contractors have recently completed infrastructure improvements benefiting your property. This will be your only notice unless there are changes resulting from a public hearing.

Which special assessment district is this letter addressing?

Improvement District # SL-21-C, Street Lighting & Incidentals.

Parcel Number	Address	Assessment
01-8590-02500-000	INTERNATIONAL AIRPORT	\$87,254.20
01-8590-02602-000	3101 US HWY 81	\$40,216.10
01-8590-03002-000	INTERNATIONAL AIRPORT	\$80,971.25

This assessment is payable over 10 years at an interest rate of 3.220% *Payment options are outlined below and on the additional information page of this notice.*

Upcoming Public Hearings related to this project:

The Special Assessment Commission will meet regarding this special assessment district on August 29, 2023 at 9:00AM in the Fargo City Commission Chambers (225 4th St N)

The Fargo City Commission will meet on October 02, 2023 at 5:15PM in the Fargo City Commission Chambers (225 4th St N) to finalize this special assessment district.

What are your payment options?

- 1. Add to property tax statement: if you choose not to pay now, the special assessment amount will be added to your property tax statement each year. No action is necessary.
- 2. Pay without interest between 10/3/2023 and 10/13/2023. Checks may be mailed to 225 4th St N, Fargo ND 58102. Credit card payments may be made by calling 701.241.1324 and dialing 3 (maximum payment of \$3,000).
- 3. Pay with interest after 10/13/2023. Interest will be calculated from 1/1/2023.



IMPORTANT PROPERTY OWNER NOTIFICATION - SPECIAL ASSESSMENT NOTICE -

August 17, 2023

MUNICIPAL AIRPORT AUTHORITY BOX 2845 FARGO, ND 58108

Why are you receiving this letter?

Your property was included within a special assessment district. Contractors have recently completed infrastructure improvements benefiting your property. This will be your only notice unless there are changes resulting from a public hearing.

Which special assessment district is this letter addressing?

Improvement District # SL-21-C, Street Lighting & Incidentals.

Parcel Number	Address	Assessment
01-0013-00210-000	3920 31 ST N	\$18,848.84
01-8590-00024-000	3091 DAKOTA DR N	\$103,215.51

This assessment is payable over 10 years at an interest rate of 3.220% *Payment options are outlined below and on the additional information page of this notice.*

Upcoming Public Hearings related to this project:

The Special Assessment Commission will meet regarding this special assessment district on August 29, 2023 at 9:00AM in the Fargo City Commission Chambers (225 4th St N)

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IMPORTANT PROPERTY OWNER NOTIFICATION - SPECIAL ASSESSMENT NOTICE -

August 23, 2023

MUNICIPAL AIRPORT AUTHORITY BOX 2845 FARGO, ND 58108

Why are you receiving this letter?

Your property was included within a special assessment district. Contractors have recently completed infrastructure improvements benefiting your property. This will be your only notice unless there are changes resulting from a public

Which special assessment district is this letter addressing?

Improvement District # BN-20-A, Arterial New Construction & Incidentals - Paving.

Parcel Number	Address	Assessment
01-8590-00024-000	3091 DAKOTA DR N	\$1,136,834.18

This assessment is payable over 25 years at an interest rate of 3.220% *Payment options are outlined below and on the additional information page of this notice.*

Upcoming Public Hearings related to this project:

The Special Assessment Commission will meet regarding this special assessment district on August 29, 2023 at 9:00AM in the Fargo City Commission Chambers (225 4th St N)

The Fargo City Commission will meet on October 02, 2023 at 5:15PM in the Fargo City Commission Chambers (225 4th St N) to finalize this special assessment district.

DETACH HERE

August 23, 2023

SPECIAL ASSESSMENT NOTICE

MUNICIPAL AIRPORT AUTHORITY

Parcel Address 01-8590-00024-000

BOX 2845 FARGO, ND 58108

Assessment

3091 DAKOTA DR N \$1,136,834.18

Improvment

District #

BN-20-A

What are your payment options?

1. Add to property tax statement: if you choose not to pay now, the special assessment amount will be added to your property tax statement each year. No action is necessary.

2. Pay without interest between 10/3/2023 and 10/13/2023. Checks may be mailed to 225 4th St N, Fargo ND 58102. Credit card payments may be made by calling 701.241.1324 and dialing 3 (maximum payment of \$3,000).

3. Pay with interest after 10/13/2023. Interest will be calculated from 1/1/2023.



IMPORTANT PROPERTY OWNER NOTIFICATION - SPECIAL ASSESSMENT NOTICE -

August 23, 2023

MUNICIPAL AIRPORT AUTHORITY BOX 2845 FARGO, ND 58108

Why are you receiving this letter?

Your property was included within a special assessment district. Contractors have recently completed infrastructure improvements benefiting your property. This will be your only notice unless there are changes resulting from a public

Which special assessment district is this letter addressing?

Improvement District # BN-20-A, Arterial New Construction & Incidentals - Paving.

Parcel Number	Address	Assessment
01-8590-03002-000	INTERNATIONAL AIRPORT	\$846,128.33
01-8590-03100-000	INTERNATIONAL AIRPORT	\$1,019,887.06

This assessment is payable over 25 years at an interest rate of 3.220% *Payment options are outlined below and on the additional information page of this notice.*

Upcoming Public Hearings related to this project:

The Special Assessment Commission will meet regarding this special assessment district on August 29, 2023 at 9:00AM in the Fargo City Commission Chambers (225 4th St N)

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- 3. Pay with interest after 10/13/2023. Interest will be calculated from 1/1/2023.

COST ESTIMATE

Location:

Hector International Airport

Project:

South Perimeter Road Reloation



Mead \{\frac{1}{2}\} lunt

ITEM	ITEM DESCRIPTION		SCHEDULE 1			
		UNITS	QTY	UNIT PRICE	TOTAL	
	AIP ELIGIBLE					
C-102-5.1	EROSION CONTROL	LS	1	\$ 2,000.00	\$ 2,00	0.00
C-105-6.1	MOBILIZATION	LS	1	\$ 10,900.00	\$ 10,90	900.00
	AIRPORT SAFETY AND TRAFFIC CONTROL	LS	1	\$ 1,500.00	\$ 1,50	500.00
NS-002-01	MAINTENANCE AND RESTORATION OF HAUL ROAD AND STAGING AREA	LS	1	\$ 5,000.00	\$ 5,00	0.000
P-219-5.2	SEPARATION GEOTEXTILE	SY	900	\$ 3.00	\$ 2,70	700.0
P-101-5.1	PAVEMENT REMOVAL, FULL DEPTH	SY	120	\$ 8.00	\$ 9	960.0
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	450	\$ 13.00		850.00
P-219-5.1	RECYCLED CONCRETE AGGREGATE BASE COURSE	SY	1,200	\$ 35.00	\$ 42,00	000.00
	SUPERPAVE, FAA 43	TON	375	\$ 100.00	\$ 37,5	500.0
DOT SEC. 430	TACK COAT	GAL	215	\$ 3.50	\$ 7.	752.5
DOT Sec. 748	CURB AND GUTTER, TYPE II	LF	12	\$ 50.00	\$ 6	600.0
P-620-5.1b	MARKING OBLITERATION (100% REMOVAL)	SF	360	\$ 3.00	\$ 1,0	080.0
P-620-5.1b	PAVEMENT MARKING, YELLOW	SF	200	\$ 3.00	\$ 6	600.0
P-620-5.1b	PAVEMENT MARKING, WHITE	SF	30	\$ 3.00	\$	90.0
P-620-5.1b	PAVEMENT MARKING, BLACK	SF	225	\$ 3.00	\$ 6	675.0
P-620-5.1c	REFLECTIVE MEDIA, TYPE I	LB	15	\$ 3.00	\$	45.0
D-701	8" SCH 40 PVC PIPE	LF	15	\$ 50.00	\$ 7	750.0
D-751	CURB INLET	EA	1	\$ 4,000.00	\$ 4,0	0.000
T-901-5.1	SEEDING	SY	1,200	\$ 1.00	\$ 1,2	200.0
T-905-5.1	TOPSOIL (OBTAINED ON SITE OR REMOVED FROM STOCKPILE)	CY	120	\$ 6.30	\$ 7	756.0
T-908-5.1	MULCHING	SY	1,200	\$ 1.00	\$ 1,2	200.0
NS-101-5.2	REMOVE AND SALVAGE RETROREFLECTIVE MARKER	EA	6	\$ 50.00	*	300.0
NS-101-5.3	REMOVE AND SALVAGE UNLIT SIGN AND CONCRETE BASE	EA	1	\$ 200.00	\$ 2	200.0
Plan Notes	INSTALL SALVAGED RETROREFLECTIVE MARKER	EA	6	\$ 300.00	1	800.0
Plan Notes	INSTALL SALVAGED UNLIT SIGN AND CONCRETE BASE	EA	1	\$ 500.00	\$ 5	500.0
					\$ 122,9	958 5
	Subtotal Construction Costs				7	300.0
	Engineering CA/CE (10%)					0.000.0
	Adminstrative				\$ 160,2	



Pavement Engineering Report

Site Visit: July 14, 2023





Overview:

D-Cracking is leading to spalling and FOD production in the Terminal Apron and South GA Apron. The Terminal Apron was first built in 1985 and the Pavement Condition Index (PCI) was determined to be 31 in 2021 and is projected to be 29 in 2024 with no rehabilitative measures implemented.

The South GA Apron has a similar situation, it was constructed in 1956 and has had many additions since. Therefore, there are many different pavement sections. As of 2021, the PCI ranged from 21 to 53 and are projected to decrease to 15 to 43 by 2024.

Given their condition, both the Terminal Apron and South GA Apron are in need of reconstruction and the goal of meeting with Ecobeton is to determine if their product is a viable rehabilitative solution that will provide a safe pavement until reconstruction.

Todd Cooklin from EcoBeton suggested Evercrete Vetrofluid as well as Elephant Armor for an overall solution to FOD control. The Vetrofluid is based on waterglass and was modified by a proprietary formula catalyst. It is easy to apply, and the application is intended to be done by the airport maintenance staff using a deicing ATV. It works by penetrating the surface and chemically reacting to seal and bond concrete in order to prevent FOD. The Elephant Armor is a cementitious, fiber based, ductal mortar which prevents the propagation of existing cracks through the surface. The Elephant Armor's purpose is to be a filler material for cracks and can be applied using a textured roller which can also be done by airport maintenance staff. Once the Elephant Armor has been applied and is fully cured, the Vetrofluid may be applied on top in order to act as a sealant for the pavement and the Elephant Armor.

Recommendation:

The proposed plan for 2023 is to apply Vetrofluid on the Terminal Apron and the South GA Apron in order to determine its performance and how it reduces FOD. The Vetrofluid would be applied to a 97,767 square foot section within the Terminal Apron and a 159,647 square foot section within the South GA Apron. Elephant Armor will be used in random sections within the Terminal and South GA Aprons totaling to 100 square feet in order to test its performance. 25 square feet of elephant armor will be allocated to the Terminal Apron and 75 square feet will be allocated to the South GA Apron. In 2024, if the elephant armor performs well, it will be used to cover both the Terminal Apron and the South GA Apron.

Cost:

The approximate total area of the Terminal Apron and South GA Apron covered by the Vetrofluid is 257,414 square feet. The cost of the Vetrofluid is \$0.50 per square foot which means the overall material cost for both the Terminal and South GA Aprons would be \$128,707. The Elephant Armor material costs \$92 dollars per 0.5 cubic foot, including shipping and handling. Cut to a depth of 2 inches, the 100 square foot area allocated for the Elephant Armor would cost \$3,128. The total cost of materials for both the Vetrofluid and Elephant Armor would be \$131,835.



Proposed Area Covered by Vetrofluid within the Terminal



Proposed Area Covered by Vetrofluid within the South GA

shawn

From:

Rick Flacksbarth < rickf@cityscapesdevelopment.com>

Sent:

Thursday, August 24, 2023 3:34 PM

To:

shawn

Cc:

Joan Stading

Subject:

Former Cogi space



Shawn

I just wanted to share this information with you before I sent it on to Stuart Beckman.

North office of the former Cogi space. 15' x 24' = 360 sq. ft. $360 \text{ sq. ft.} \times 360 \text{ sq. ft.} \times 3$

Do you know if there are keys for that side of the former Cogi space?

Rick Flacksbarth | Commercial Realtor Cityscapes Development, LLC 474 45th St S | Fargo, ND 58103 | 701-280-5885

701-280-5973 (direct) | 701-232-3922 (fax) rickf@cityscapesdevelopment.com

cityscapesdevelopment.com | Connect with us online!



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VEHICLE

QUOTE

FLEET DEPARTMENT 2228 COLLEGE WAY, PO BOX 338 FERGUS FALLS, MN 56538-0338 PHONE: 218-998-8865

TOLL FREE: 800-477-3013 Ext. 8865

SSP4-3





Date: 8/22/2023 Sold To: Municipal Airport Authority Attn: Darren Anderson Phone: 701-241-1504 FAX: Address: PO box 2845 Salesperson: Melissa Larson Fargo, ND 58108-2845 Key Code: New/Used Vehicle ID Number Model Year Stock No: Make 4WD Super Cab 8'Box New Ford F-250 XL SSP4-3 2024 Color: TBD Per ND Spec: SSP12-4 \$48,990.12 Price of Vehicle: \$0.00 Options & Extras: Delivery Included \$48,990.12 Trade - In: \$48,990.12 Total Cash Price: Terms: Net 30 days Your Purchase Order# 376 Project # Thanks for your business! Ship To / Lessee / End User: Municipal Airport Authority FAX: Darren Anderson Phone: 701-241-1504 Attn: email: Darren@fargoairport.com PO box 2845 Address: Fargo, ND 58108-2845 Signed: Date: **Printed Name:**

NUMBER

Airports Conference plus Environmental Workshop



October 3-6, 2023

The Westin O'Hare Airport 6100 N River Rd Rosemont, IL 60018

View Tentative Agenda

Attendee Registration

Exhibitor Tables

Sponsorship Opportunities

Hotel Reservations:

The Westin O'Hare is offering a special rate of \$189 USD per night for October 3, 4, 5, 6.

Click here to make your reservation.

Last day to receive rate is September 12, 2023.

Thank You Sponsors





Exhibitors

-Asphalt Materials, Inc.

- Cryotech Deicing
 Technology
- MacQueen Equipment
- -MB Companies, Inc.
 - NASi
- New Deal Deicing
 TRS Group Inc



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Upcoming Events

Mon Sep 4, 2023

GLCAAAE Office Closed

Category: Office

Mon Oct 2, 2023

NAEDC Conference

Category: Conference

Tue Oct 3, 2023

2023 Airports Conference

Category: Conference



About

Calendar

Convention

SAC/Air Boss

Resources

HomeAboutCalendarConventionSAC/Air BossResourcesSign In

Search...

Join Now

(6)

Sign In

ICAS Convention

Convention

Register

Schedule

Exhibits

Hotel Reservations

Awards

Convention FAQs

Sponsors



2023 ICAS

CONVENTION

CAESARS PALACE • LAS VEGAS

MMXXIII

Convention

December 4 - 7 Caesars Palace, Las Vegas, Nevada



About Calendar

Convention

SAC/Air Boss

Resources



For three and a half days in Las Vegas in December hundreds of air show professionals...all with a common challenge...all eager to share information, insight and ideas...and all working to apply the lessons of the past to the challenges and opportunities of 2024 and beyond.

Together Again at the ICAS Convention



From the exhibit hall, networking sessions, forum discussions, and education sessions, the 2023 ICAS Convention will include all those elements that have made it a productive and efficient business meeting for more than five decades.

Exhibit Hall

The ICAS exhibit hall features hours of exhibit sessions in our 45,000-square-foot hall containing every air show performer, support service provider and consultant you need to plan and conduct a spectacular air show. Think of that. Subject matter experts. All in one place. All at the



About (

Calendar

Convention

SAC/Air Boss

Resources

Home About Calendar ConventionS out, our convention Boss Resources Sign In

ResourcesSign In delegates tell us that the exhibit sessions are the single most important part of the convention. That's why we focus much of the



organization's attention on making it the best possible tool for introducing air show performers and support service providers to the event organizers who organize and conduct air shows. And, to ensure that the activity on the exhibit hall floor gets the full attention of all our convention delegates, ICAS does not schedule any other meetings or events while the exhibit hall is open.

Education Sessions



ICAS will once again offer dozens of different educational sessions during the 2023 ICAS Convention. The topics and the format of the extensive education program have been finetuned during the nearly 50 years that ICAS has been

running this important education event. Indeed, long before the ICAS Convention included a trade show and exhibit hall, ICAS members were attending this annual business meeting to meet, discuss and learn from one another.

Educational programming includes everything from a pre-convention, day-long, information-packed introductory workshop on air show air/ground operations to a series of hour-long break-out sessions conducted throughout the event. The education program for the 2023 ICAS Convention will include some of our perennially most popular sessions, as well as a large number of new programs designed to help you look at the air show industry from a somewhat different perspective.



About

Calendar

Convention

SAC/Air Boss

Resources

Paris Hotel, Las Vegas, Nevada

2025 ICAS Convention

Monday, December 8 - Thursday, December 11, 2025

Paris Hotel, Las Vegas, Nevada



Monday, December 7 - Thursday, December 10, 2026

Paris Hotel, Las Vegas, Nevada



205 Van Buren Street, Suite 120, Herndon, Virginia 20170 703.779.8510 - icas@airshows.aero



2023-2024 AAAE LEADERSHIP TRAVEL ACCOUNT POLICY Board of Directors, Policy Review Council (PRC), Committee Leaders, and Board of Examiners

It is expected that each AAAE Board member, Policy Review Council (PRC) member, Committee Chair, Co-Chair, Vice Chair and Board of Examiner (BOE) member have the support of their airport to the maximum extent possible for the time and travel expenses required for leadership service in AAAE.

However, AAAE recognizes that airport employers may not be able to cover all the travel expenses to attend certain official events. It is for that reason that AAAE provides an annual travel account which starts after the Annual Conference in one calendar year and ends with the Annual Conference in the following calendar year.

*\$5,000 to each Board and PRC member (including Chapter Presidents, who are ex-officio members of the PRC during their year as President of their respective chapter)

*\$1,500 to Committee Leaders (Chairs, Co-Chairs, and Vice Chairs) who are not on the Board or PRC

*\$4,500 for the Board of Examiners (BOE) to participate in BOE meetings, AAAE conferences where BOE meetings are scheduled and to travel to administer a test or participate in interviews

Per recommendations of the AAAE auditors and the AAAE Audit Committee, and as approved by the Executive Committee, the travel account may only be used for air fare, ground transportation (rental car or ground transportation between the airport and hotel), and hotel lodging expenses for attendance at AAAE Board & PRC meeting, or AAAE/IAAE-sponsored international meetings not supported by the airport employer or other predetermined eligible AAAE conferences that require your attendance due to committee meetings taking place. The travel form for each conference will include the official reimbursable travel dates.

Travel accounts may not be used for conference registration fees or meals. As such, the airport employer or individual member is responsible for paying conference registration fees. The IRS does allow for registration fees for educational conferences to be tax deductible. The specifics of this deduction are defined in IRS publication 463 http://www.irs.gov/pub/irs-pdf/p463.pdf, with conventions defined on page 9.

For reimbursement of allowable travel expenses, please complete and send the attached form and all applicable receipts to Erin O'Connor, at erin.oconnor@aaae.org. Please note that your travel must have occurred before AAAE will issue reimbursements. For questions, contact Jacky Sher Raker at jacky.sherraker@aaae.org or 703.575.2472.

shawn

From:

Erin O'Connor < Erin. OConnor@aaae.org >

Sent:

Thursday, August 10, 2023 3:37 PM

Cc:

Erin O'Connor

Subject:

38th Annual Aviation Issues Conference Leadership Travel Memo and For



Good afternoon, AAAE Leaders

The <u>38th Annual Aviation Issues Conference</u> will take place January 7-11, 2024, on the Big Island, HI at the <u>Fairmont Orchid</u>. To assist you in travel planning, we would like to provide the following leadership details -

Saturday, January 6

6:30 - 8 p.m.

AAAE Leadership Reception with Sponsors & Government Officials

Sunday, January 7

8 a.m. – 12:30 p.m.

AAAE Board of Directors and Policy Review Council Meeting

12:30 - 1:30 p.m.

AAAE Board of Directors and Policy Review Council Lunch

OR

12:30 - 1:30 p.m.

AAAE Chapter Officers Lunch with Chair Miller and First Vice Chair Crider

Sunday, January 7 - Thursday, January 11, 2024

38th Annual Aviation Issues Conference

The 38th Annual Aviation Issues Conference begins on Sunday, January 7 at 5:30 p.m. with a welcome reception and concludes on Thursday, January 11 at 12 p.m.

AAAE will make your hotel reservation with the <u>Fairmont Orchid</u> at 1 North Kaniku Drive, Kohala Coast, Hawaii 96743, phone 808.885.2000. AAAE has various group rate offerings (based on availability) including Fairmont Garden View Rooms, \$339; Partial Ocean View Room, \$369; or Ocean View Rooms, \$407.

All reservations must be accompanied by a two (2) night's room and tax deposit. The guest room rates are quoted exclusive of any applicable taxes (currently 17.96%), applicable service fees, and/or Hotel-specific fees in effect at the time of the event.

All rates are based on single or double occupancy. Each extra person sharing a room will be charged an additional \$75.00 plus tax per night, beginning with the third adult. There will be no charge for children under the age of 18 years sharing the same room with their parents and utilizing existing bedding. Maximum occupancy is four (4) adults or two (2) adults and two (2) children per room. A \$75.00 per rollaway fee applies. This fee will be waived if guest is paying additional for the third and fourth adult. The maximum number of rollaway per room or suite is one (1). Rooms with 2 queen beds are unable to accommodate a rollaway.

Hotel reservation cancellation information: Cancellation of individual reservations made up to 60 days prior to arrival will be accepted and subject to cancellation fee of one (1) night of room and tax, and the deposit refunded for those rooms. For reservations cancelled within 60 days prior to arrival, individuals will be responsible for two (2) nights room and tax charge be billed to the individual credit card on file.

Hotel reservation adjustment information: Individual reservations where the original reservation has been shortened up to 30 days prior to arrival will be accepted and the deposit refunded for those rooms for up to two (2) full night's

stay. For reservations shortened within 30 days prior to arrival, individuals will be responsible for 100% of the room revenue, per the original reservations, to be billed to the individual credit card on file.

Kona Airport (KOA) is the closest airport, which is about a 30-minute (23 miles) drive from The Fairmont Orchid, a taxi ride will cost approximately \$76 each way and taxis are available at the airport. Uber and Lyft are also on the island, as well as rental car services. In the coming weeks we will update the website with the discount codes for rental car and airlines.

AAAE will reimburse your travel expenses (airfare, hotel room & tax and rental car or ground transportation to and from the airport) associated with traveling to the conference. AAAE will reimburse up to five (5) nights (Saturday, January 6 through Thursday, January 11) of your hotel stay.

Please complete and submit the 2024 AAAE Hawaii Leadership Travel Form by Thursday, August 31, 2023. Once we receive your travel details, including your arrival and departure dates, we can arrange your hotel accommodation.

Registration for the conference will open mid-September.

Please contact **Erin O'Connor** at 703.797.2520 or erin.oconnor@aaae.org or **Jacky Sher Raker** at 703.575.2472 or jacky.sher@aaae.org should you have any questions.

Thank you Erin

Erin O'Connor Senior Manager, Leadership and Events e. erin.oconnor@aaae.org p. 703.797.2520 | c. 914.263.6638

American Association of Airport Executives

The Barclay Building I 601 Madison Street I Alexandria, VA 22314

Airport Master Firefighters

Congratulations to our newly certified Airport Master Firefighters, who include Assistant Chief Kyle Ransom, A.M.F., Firefighter Maxwell Gonshorowski, A.M.F., and Firefighter Arthur Punton, A.M.F.!

The Airport Master Firefighter Program is a Professional Designation Program created by the American Association of Airport Executives (AAAE) and the Aircraft Rescue Firefighting Working Group (ARFFWG), collectively known as the ARFF Training Alliance. It is a self-study program that is structured to provide enhanced knowledge of ARFF operations as well as airport operations and administration and career ambitions of Aircraft Rescue Fighters regardless of rank.

Prospective A.M.F. candidates must meet the following requirements to be accepted into the program:

- Possess three years documented experience as an Airport Firefighter (Candidates can substitute ARFF experience with four years of documented structural firefighting experience for every one year of ARFF experience sought, regardless of rank. All other prerequisites must be met in order to qualify)
- Completion of a Basic Airport Rescue and Fire Fighting Training Program
- Completion of National Incident Management System (NIMS) 100/200/700

Upon successful enrollment into the program, candidates have 12 months to prepare and pass a 150-question multiple-choice examination with a score of 70% or better. The exam covers multiple areas of Airport Rescue and Fire Fighting, including Federal Aviation Regulation Part 139, Federal Aviation Administration Advisory Circulars, as well as IFSTA 6th Edition: *Aircraft Rescue and Fire Fighting Essentials*.

Candidates who successfully complete the program, will obtain thorough knowledge of ARFF and Airport Management/Administration, increase their promotional and career opportunities in the field of ARFF, earn the prestigious A.M.F. designation after their name and become a part of an elite group of ARFF professionals, and be recognized through AAAE and ARFFWG media-related announcements and releases.

Hector International Airport Fire Department now has four of ten members certified as Airport Master Firefighters with plans to certify the rest within the next five to six years.