



AGENDA
TUESDAY, OCTOBER 24, 2023
8:00 AM

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 October 10, 2023.
2. Approve the airport vouchers totaling \$289,162.96.
3. Approve the individual vouchers:
 - A. MEAD & HUNT - \$467,927.53
Passenger Terminal Expansion Project.
 - B. MEAD & HUNT - \$2,054.86
Security Access System Upgrade.
 - C. MEAD & HUNT - \$89,196.71
North General Aviation Area Apron Expansion.
 - D. SUN ELECTRIC - \$19,817.00
Partial Payment Request #15, Security Access System Upgrade.
 - E. MCGOUGH CONSRUCTION - \$25,471.00
Partial Payment Request #4, Pre-Construction Services, Terminal Expansion Project.
 - F. NORTHERN IMPROVEMENT - \$943,929.99
Partial Payment Request #3, North General Aviation Area Apron Expansion.
 - G. NORTHERN IMPROVEMENT - \$6,870.01
Partial Payment Request #4, Long Term Parking Lot Expansion.
4. Receive update from PRO Resources.
5. Receive update from Flint Group regarding airport marketing plan.

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6. Receive update from SP Plus regarding parking structure financial analysis and rate analysis.
7. Receive update regarding Bank of ND loan, possible updated resolution.
8. Receive proposed contract from Mead & Hunt to prepare Title VI and Community Participation Program (not to exceed \$33,751).
9. Receive and approve Preconstruction Services Agreement with McGough Construction/TF Powers Construction for proposed parking structure (\$116,000).
10. Receive request from City of Fargo for temporary easement on airport property.
11. Receive communication from Andy Skatvold (KFAR Hangar LLC) and First International Bank & Trust regarding lease assignment for North GA hangar.
12. Receive communication from Dr. Casey Fines regarding South GA hangar association name change.
13. Authorize purchase of Ventrac tractor mower (\$79,795.40).
14. Jill Gustofson, Indigo Signs discussion. (Ekman request)
15. Continue discussion regarding employee recognition program. (Ekman request)
16. Receive update regarding corporate aviation meeting held October 3. (Ekman request)
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.

Regular Meeting

Tuesday

October 10, 2023

The Regular Meeting of the Municipal Airport Authority of the City of Fargo, North Dakota, was held Tuesday, October 10, 2023, at 8:00 am.

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

Chair Cosgriff presiding.

Approved the Minutes of the Regular Meeting Held September 26, 2023:

Engen moved to approve the minutes of the Regular Meeting held September 26, 2023.
Second by Ekman. All members present voted aye. Motion carried.

Approved the Airport Vouchers Totaling \$323,452.49:

Engen moved to approve the airport vouchers totaling \$323,452.49.
Second by Berg. All members present voted aye. Motion carried.

Approved the Individual Vouchers:

Engen moved to approve the individual vouchers:

- A. AERO BRIDGEWORKS - \$145,729.26
Partial Payment Request #1, Gate #4 Boarding Bridge Replacement.
- B. AERO BRIDGEWORKS - \$36,977.13
Partial Payment Request #2, Gate #4 Boarding Bridge Replacement.
- C. VOLAIRE AVIATION - \$1,875.00
Monthly air service data.
- D. FLINT GROUP - \$42,405.90
2023 Airport Marketing Program.

Approved the Individual Vouchers: (continued)

- E. TL STROH ARCHITECTS - \$396.00
Parking Lot Exit Plaza Project.
- F. TL STROH ARCHITECTS - \$42,570.00
Parking structure design.
- G. TF POWERS CONSTRUCTION CO. - \$70,385.00
Partial Payment Request #12 (General) – Parking Lot Exit Plaza Project.
- H. TF POWERS CONSTRUCTION CO. - \$40,628.05
Partial Payment Request #12 (Civil) – Parking Lot Exit Plaza Project.

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

Received Update on Bank of North Dakota Loan:

John Shockley, Bond Counsel, was recognized via zoom, and gave an update on the board's request to amend the Financing Resolution for the Airport Facilities Revenue Bond, Series 2023, to add the parking garage to the definition of "Project." Shockley stated the change could be made but the application would have to be amended and go through the approval process again, which could potentially cause delays in getting the loan closed.

Following discussion, the board directed Mr. Shockley to move forward with the requested amendment to the application with the Bank of North Dakota.

Received Update from Mead & Hunt and Liebowitz and Horton Regarding Passenger Terminal Project:

Berg stated they are not prepared at this time to make an updated financial presentation by Liebowitz and Horton.

Brandon Halvorson and Gena Mollica, Mead & Hunt, were recognized via zoom and presented an update on interior renderings for the terminal expansion project, concentrating on the restrooms.

Halvorson presented a budget update for the project:

Estimate at March 2023 Schematic Design Drawings	\$ 106,300,000
Estimate at August 2023 Design Development Drawings \$	118,500,000
Estimate Differences	12,200,000
VE Savings	- 6,000,000
Estimate Differences after VE Savings	+ 6,200,000

Received Update from Mead & Hunt and Liebowitz and Horton Regarding Passenger Terminal Project: (Continued)

Estimate at August 2023 Design Development Drawings	118,500,000
VE Savings	- 6,000,000
ESTIMATE AT AUGUST 2023 DESIGN DEVELOPMENT DRAWINGS + VE Savings	\$112,500,000 *
(*Includes \$8.7 million for contingency)	

Engen moved to accept the recommendation of Mead & Hunt per the changes under current conditions.

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

Received and Approved GMP Amendment #1 (Bid Package 0) with McGough Construction/TF Powers Construction Co. Associated with the Passenger Elevator Project:

GMP Amendment #1 (Bid Package 0) with McGough Construction/TF Powers Construction Co. associated with the passenger elevator project in the amount of \$743,287 was received and filed without objection.

Engen moved to approve GMP Amendment #1 in the amount of \$743,287, to begin construction of a passenger elevator as part of the Terminal Expansion Project.

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

Continued Discussion Regarding CY2024 Budget:

Engen moved the MAA pay 100% of the single employee health insurance plan and a pro rata portion of a family plan.

Motion died for lack of a second.

Engen moved to approve a 3% cost of living adjustment for 2024.

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

Berg moved to set the estimated parking revenue for 2024, which includes MAG parking revenue, at \$6.7 million.

Second by Ekman.

Berg, Kapitan, Ekman, Cosgriff voted aye.

Engen voted no. Motion carried.

Update on Parking Structure:

Scott Froemming, Walker Consultants, was recognized via zoom and gave an update on preliminary plans for the proposed parking structure.

Berg now absent.

Received Communication from US DOT Regarding Small Community Air Service Development Grant Award:

The Order Awarding Grants from the US DOT for the Small Community Air Service Development Program awarding Fargo a \$500,000 grant to secure air service between Fargo, ND and Charlotte, NC on American Airlines was received and filed without objection. The awarding of this grant will result in our foregoing the grant for Seattle service and that will be returned to the DOT.

Received Communication from Wyatt Tracy, Buck's Trading Co., Requesting Extension of Eastside Terminal Office Lease:

The communication from Wyatt Tracy, Buck's Trading Co., dated September 26, 2023, requesting a one-year extension was received and filed without objection.

Engen moved to approve the one-year lease extension requested by Buck's Trading Co.

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

Received Communication from Consolidated Communications Requesting Easement to Install Fiber to South GA Hangar Tenant:

Request was received from Consolidated Communications for an easement to install fiber to South GA Hangar tenant, Paul Bernabucci (1650 23rd Avenue North).

Ekman moved to approve the easement requested by Consolidated Communications to provide fiber services to 1650 23rd Avenue North.

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

Received Request from Joel Peterson (J Wesley Hangar) Requesting Extension to South GA Hangar Ground Lease:

The communication from Joel Peterson dated October 5, 2023, requesting a five-year extension to the ground lease for 1708 23rd Avenue North was received and filed without objection.

Engen moved to approve the five-year ground lease extension requested for J Wesley Hangar.

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

Received Change Order #2, TF Powers Construction Co. (Civil) Associated with the Parking Lot Exit Plaza Project for an Increase of \$5,054.00:

Change Order #2 to TF Powers Construction Co. (Civil) for an increase of \$5,054.00 is for asbestos abatement in the existing exit booths.

Engen moved to approve Change Order #2 to TF Power Construction Co. (Civil) for an increase of \$5,054.00 for the Parking Lot Exit Plaza Project.

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

Received August 2023 Financials:

Engen moved to receive the August 2023 financials.

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

Airport Construction and Security Update:

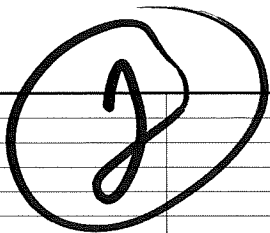
Jeff Klein, Mead & Hunt, was recognized and gave an update on the North General Aviation Area Ramp Expansion, the installation of communication cable from the ATCT to the ARFF Station, the application of the Vetrofluid to pavement areas, and the installation of the boarding bridge at Gate #4.

Ekman moved to adjourn until the next Regular Meeting to be held October 24, 2023.

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

Time at adjournment was 10:10 a.m.

VOUCHERS FOR AUTHORITY APPROVAL - OCTOBER 24, 2023



3D SPECIALTIES	TAXIWAY CLOSURES - AIRFIELD	\$1,750.00
4 SEASONS PAVEMENT REPAIR	POURABLE POTHOLE FILLER - AIRFIELD	\$2,657.90
80% LOWERS	WILDLIFE CONTROL SUPPLIES - AIRFIELD	\$200.57
ACME TOOLS	AIRFIELD SUPPLIES - HI-VIS CHALK	\$16.99
AG SPRAY EQUIPMENT	PARTS FOR EQUIP #14	\$444.76
ALLIED UNIVERSAL SECURITY SERVICES	SECURITY GUARD SERVICE SEPT 29 - OCT 5	\$3,691.45
ALLIED UNIVERSAL SECURITY SERVICES	SECURITY GUARD SERVICE SEPT 22-28	\$3,766.22
ALL-TERRAIN GROUNDS MAINTENANCE	BI-WEEKLY WEEDING - ENTRANCE SIGN AREA	\$55.00
AMAZON.COM	CRAYON HOLDER FOR TRAILER	\$16.50
AMAZON.COM	OFFICE SUPPLIES - FLASH DRIVES	\$17.19
AMAZON.COM	DELL DESKTOP MONITOR - ARFF STATION	\$279.98
AMAZON.COM	OFFICE SUPPLIES - PRINTER PAPER	\$99.94
AMAZON.COM	HALOGEN FLOOR LIGHTS - AIRFIELD LIGHTING	\$177.87
AMAZON.COM	LIGHT BULBS - W. TERMINAL	\$131.90
AMAZON.COM	LIGHT BULBS - W. TERMINAL	\$131.90
AMAZON.COM	CREDIT FOR RETURNED ITEMS (LIGHT BULBS)	-\$131.90
AMERICAN ASSOCIATION OF AIRPORT EXECS	DIGICAST TRAINING - DEC 1, 2023 - NOV 30, 2024	\$4,389.00
A-OX WELDING SUPPLY	PROPANE - MAINT SHOIP	\$59.27
ARAMARK	LINEN SERVICE/UNIFORMS - AUGUST 2023	\$1,557.26
ARAMARK	LINEN SERVICE/UNIFORMS (NOT PREVIOUSLY BILLED)	\$116.16
BALANCE TAX & ACCOUNTING	ACCOUNTING SERVICES - SEPTEMBER	\$2,350.00
BANK OF NORTH DAKOTA	BND TRUST - TRADE SETTLEMENT SERVICES 11/1/23 - 10/31/24)	\$1,000.00
BDT MECHANICAL	REPLACE CAST IRON - W. TERMINAL	\$408.12
BEAR CREEK ARSENAL	WILDLIFE CONTROL SUPPLIES - AIRFIELD	\$231.88
BEAR CREEK ARSENAL	WILDLIFE CONTROL SUPPLIES - AIRFIELD	\$322.60
BORDER STATES INDUSTRIES, INC.	AIRFIELD LIGHTING	\$5,348.03
BOUND TREE	FIRST AID KITS FOR AIRFIELD VEHICLES	\$203.43
BRITE-WAY WINDOW CLEANING	EXTERIOR/INTERIOR WINDOW CLEANING - W. TERMINAL	\$4,344.00
BURGGRAF'S ACE HARDWARE	GENERAL SUPPLIES - ARFF STATION (CAULK, DRILL SET)	\$62.97
BURGGRAF'S ACE HARDWARE	TOOLS - AIRFIELD MAINT	\$76.94
CITY OF FARGO	UTILITIES - STORM SEWER	\$459.17
CITY OF FARGO	UTILITIES - WATER, SEWER, GARBAGE	\$4,615.11
CITY OF FARGO	POLICE HOURS AT AIRPORT - SEPTEMBER	\$28,092.49
COLE PAPERS INC.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,132.51
COLE PAPERS INC.	JANITORIAL SUPPLIES - W. TERMINAL	\$246.28
COLE PAPERS INC.	JANITORIAL SUPPLIES - W. TERMINAL (INV. 10340978)	\$113.40
COLE PAPERS INC.	JANITORIAL SUPPLIES - W. TERMINAL (INV. 10340162)	\$113.40
COLE PAPERS INC.	JANITORIAL SUPPLIES - ARFF STATION	\$570.48
COLE PAPERS INC.	JANITORIAL SUPPLIES - W. TERMINAL	\$2,940.14
CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE - ARFF STATION, W. TERMINAL	\$680.05
CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE - MAINT SHOP	\$379.00
CONSOLIDATED COMMUNICATIONS	PARKING MGMT FEE / INTERNET SERVICE - SP PLUS	\$229.00
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,648.13
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$187.80
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$199.57
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$370.28
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,099.20
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$1,068.77
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$38.88
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$79.32
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$131.30
DACOTAH PAPER CO.	JANITORIAL SUPPLIES - W. TERMINAL	\$101.83
DAHL, JORDAN	TRAVEL - GLC AAAE CONF, OCT 4-7, CHICAGO, IL	\$923.92
ENGRAPHIX	ARFF STATION - PLAQUE	\$157.55
FAMILY FARE	PLASTIC BAGS FOR LOST & FOUND ITEMS	\$4.29
FARGO GLASS & PAINT CO.	REPLACE BROKEN GLASS - FRONT ENTRANCE - W. TERM	\$432.01
FARSTAD OIL	RIDGELINE DIESEL EXHAUST FLUID - EQUIPMENT	\$184.24
FLIGHTAWARE	FBO TOOLBOX	\$110.00
FOXPRO, INC.	WILDLIFE CONTROL SUPPLIES - AIRFIELD	\$654.89
GH JANITORIAL SERVICE	CLEANING TSA OFFICES - W. TERMINAL - SEPT	\$440.00
GRAINGER	TOOLS - W. TERMINAL (ELECTRIC CAULKING GUN)	\$278.91
GRAND FORKS FIRE EQUIPMENT	G1 SCBA EQUIPMENT - ARFF STATION	\$68,280.00
HARBOR FREIGHT TOOLS	SHOP TOOLS	\$79.97
HEAVEN'S BEST	CLEANING CARPETS - TSA OFFICES - W. TERMINAL	\$195.00
HOLMEN, ANDREW	TRAVEL - GLC AAAE CONF, OCT 4-7, CHICAGO, IL	\$170.20
HOME DEPOT	GENERAL SUPPLIES - ARFF STATION (TOOLS, BROOMS)	\$191.46
ICE COBOTICS	ROBOTIC VACUUM SUBSCRIPTION - W. TERMINAL	\$549.00
INTERSTATE ALL BATTERY CENTER	BATTERY - EQUIP #57	\$150.95
INTERSTATE ALL BATTERY CENTER	BATTERIES - EQUIP #30	\$449.85
JOSE, DARLENE	ADMIN SERVICES - TSA PRECHECK WEEK	\$500.00
LEIBOWITZ & HORTON	FINANCIAL CONSULTING - BND LOAN	\$9,750.00

LIEBERMAN TECHNOLOGIES	EFIDS DATA FEED - OCTOBER	\$1,230.00
LINDE GAS & EQUIPMENT	OXYGEN - ARFF STATION	\$61.29
LOWE'S	FOLDING TABLES, PLUMBING SUPPLIES - W. TERMINAL	\$172.62
M & J AUTO PARTS	EQUIPMENT PARTS - OIL FILTERS	\$19.98
MACQUEEN EMERGENCY	PARTS FOR EQUIP #8	\$7,852.71
MACQUEEN EMERGENCY	PARTS FOR EQUIP #20, #21	\$2,830.68
MIDWEST COMMUNICATIONS	PHONE SERVICE - SEPTEMBER	\$231.37
MIDWEST PEST CONTROL	PEST CONTROL - 5 BUILDINGS - 9/22/23	\$195.00
MUDPUMPERS MUDJACKING	MUDJACKING ROAD - ENTRANCE TO NORTH GA	\$2,500.00
NORTHERN ENGINE & SUPPLY CO.	PARTS FOR AIRFIELD PAINTER	\$60.56
NORTHERN ENGINE & SUPPLY CO.	PARTS FOR EQUIP #20, #21	\$45.66
NORTHERN ENGINE & SUPPLY CO.	EQUIPMENT PARTS - #12	\$136.21
NORTHSTAR SAFETY, INC.	WARNING LIGHTS - EQUIP #13	\$206.35
OFFIE DEPOT	CREDIT FOR RETURNED ITEMS	-\$60.31
OFFICE DEPOT	OFFICE SUPPLIES - FOLDERS	\$39.38
OFFICE DEPOT	OFFICE SUPPLIES - FOLDERS	\$48.15
OFFICE DEPOT	OFFICE SUPPLIES - FILE POCKETS	\$33.36
OFFICE DEPOT	OFFICE SUPPLIES - FILE POCKETS	\$37.67
OFFICE DEPOT	OFFICE SUPPLIES (PAPER, CALENDARS)	\$108.38
OFFICE DEPOT	OFFICE SUPPLIES (APPOINTMENT CALENDARS)	\$53.58
OFFICE DEPOT	OFFICE SUPPLIES - FILE POCKETS	\$43.99
PARSONS ELECTRIC	UTILITY LOCATES	\$840.00
PARSONS ELECTRIC	PULL BOX REPAIRS - SOUTH GA	\$382.50
PRO RESOURCES CORPORATION	PAYROLL, TAXES, FEES OCT 2-15	\$88,650.90
RDO EQUIPMENT CO.	BLADE - EQUIP #34	\$357.00
REFINISH SUPPLY CO. (STURDEVANTS)	PAINT - EQUIP #8	\$139.45
S & L COMPUTER SERVICES, INC.	HP PRO DESKTOP MINI - BOARDROOM	\$1,450.00
S & L COMPUTER SERVICES, INC.	SONICWALL 2-YEAR PROTECTION SERVICE	\$1,670.00
S & L COMPUTER SERVICES, INC.	TECH SERVICES	\$112.50
S & L COMPUTER SERVICES, INC.	TECH SERVICES	\$793.50
S & L COMPUTER SERVICES, INC.	TECH SERVICES	\$750.00
S & L COMPUTER SERVICES, INC.	TECH SERVICES - ARFF STATION	\$75.00
S & L COMPUTER SERVICES, INC.	TECH SERVICES - ARFF STATION	\$322.50
SAM'S CLUB	COFFEE CUPS	\$13.10
SANFORD HEALTH OCCMED	PRE-EMPLOYMENT SCREENING - C. ANDERSON	\$221.00
SANFORD HEALTH OCCMED	EMPLOYEE SCREENINGS - LENOUE, RENDON, HOLMQUIST	\$530.00
SHOPLET.COM	CREDIT FOR ITEMS NOT RECEIVED (PAPER)	-\$61.33
SIGN SOLUTIONS	PUBLIC AREA SIGNAGE	\$225.14
SWANSTON EQUIPMENT	EQUIPMENT RENTAL - BRUSHCAT (AIRFIELD)	\$2,500.00
SWANSTON EQUIPMENT	EQUIPMENT RENTAL - BOBCAT COMPACTOR (AIRFIELD)	\$3,400.00
SWEENEY CONTROLS	ANNUAL CONTRACT - GLYCOL TANK MONITORING	\$1,080.00
TENNANT COMPANY	REPAIRS TO TENNANT SWEEPER - W. TERMINAL	\$203.20
TENNANT COMPANY	REPAIRS TO TENNANT SWEEPER - W. TERMINAL	\$513.75
THE DAVENPORT GRAND	AAAE CONF, SEPT 9-12, SPOKANE, WA (DOBBERSTEIN)	\$773.80
T-MOBILE	AIRFIELD WIRELESS CARD, 24 HR OPS CELL, ARFF CELL	\$91.46
TRANSPORTATION SECURITY CLEARINGHOUSE	BACKGROUND CHECKS	\$825.00
TRANSPORTATION SECURITY CLEARINGHOUSE	BACKGROUND CHECKS	\$775.00
TREES ON THE MOVE INC.	MOVED 23 TREES ON AIRPORT	\$2,875.00
ULINE	CABLE PROTECTOR - AIRFIELD	\$1,681.98
UPS STORE	LAMINATING AIRFIELD MAPS	\$171.32
USPS	CERTIFIED LETTER - TRAVIS BUZICK	\$9.49
WALMART	INSECT REPELLENT (60 CANS)	\$154.80
ZOOM	ZOOM ONE PRO MONTHLY	\$15.99
		\$289,162.96

shawn

From: Megan Johnson <megan@proresourceshr.com>
Sent: Wednesday, October 18, 2023 5:31 PM
To: john.cosgriff; richardwengen@gmail.com; rick@berggroupnd.com;
jimkapitan@outlook.com; Paula@Ekman.com
Cc: Joan Stading; shawn; Darren Anderson
Subject: MAA CFO Draft Job Description
Attachments: MAA CFO draft job description 10-2023.pdf

4

Good Evening All,

I would like to take the opportunity to follow up with you on the request from the Board of Directors meeting on August 8th for a Chief Financial Officer Job Description.

I have worked with Shawn on the attached draft.

I would like to suggest and question the following items:

- Changing the position title to Finance Director. I think this will gain more applicant interest, as well as lower the expected wage per duties assigned and gain room for career advancement.
- Since this position is new, I would also suggest this position be exempt as the workload will fluctuate as more duties may be assigned.
- Will this position supervise anyone else?

You will notice I have highlighted some duties. I found that these duties were consistent within other finance descriptions and want to make sure those statements are accurate with this position.

Please don't hesitate to reach out with any questions.

Thanks for your time and I hope you have a great evening!



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Job Class: Chief Financial Officer (CFO)
Supervisor: Executive Director
FLSA Status: Exempt
Grade: DRAFT
Revision Date: DRAFT
Updated by: DRAFT

Job Summary:

The Chief Financial Officer (CFO) is primarily responsible for overseeing the planning, implementation, and managing the financial operations, including strategic planning and financial health, budgeting, and forecasting of the airport organization. The CFO will lead discussions around critical financial decisions, providing insights into financial performance, and ensuring the airport's financial stability and growth. This position will report to the Airport Executive Director.

The nature of the position requires the individual to be dynamic, have strong financial management competencies and strategic planning skills. Effective communication skills and people skills are crucial.

Essential Duties and Responsibilities:

1. Provide management and leadership to achieve the Airport's mission, vision and execution of actions plans to achieve objectives.
2. Oversee and direct the development and implementation of goals, objectives, and priorities in alignment with the overall organization goals, objectives, mission and budget.
3. Direct the preparation, administration, and communication of the operating and capital budgets for the Airport.
4. Provide accurate and timely financial analysis and reports to support decision-making by the executive team and the board of directors.
5. Lead the financial planning process, including budgeting, forecasting, and financial modeling.
6. Identify financial risks and develop strategies to mitigate them. This includes assessing economic trends, financial market fluctuations, and regulatory changes that could impact the airport's financial stability.
7. Develop, monitor, and report on airline rates and changes.
8. Ensure accounting operations are in compliance with Airport policies and regulatory requirements.
9. Manage the airport's capital structure, including debt financing, equity investments, and capital expenditure allocation. Evaluate and recommend funding options for infrastructure development and improvement projects.
10. Oversee cash flow management, including optimizing cash reserves, investment strategies, and liquidity management.
11. Manage relationships with financial institutions, investors, auditors, and other external partners.
12. Implement cost control measures and identify opportunities for operational efficiency and cost reduction while maintaining the quality of services.
13. Monitor and analyze local, state, and federal regulations and ensure the airport's financial

practices adhere to relevant laws, rules, regulations and industry standards.

14. Develop and manage the implementation of operating procedures and work standards to ensure effective and efficient operations.

15. Collaborate with other members of the executive team to contribute financial insights to the overall strategic direction of the airport.

16. Perform other duties and special projects as assigned.

Required Knowledge, Skills and Ability:

- ❖ Deliver excellent internal and external customer service.
- ❖ Present in a professional manner and with excellent interpersonal skills in order to establish and maintain working relationships with others.
- ❖ Maintain confidentiality and handle sensitive information appropriately.
- ❖ Able to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines and changing priorities.
- ❖ Be a self-starter.
- ❖ Exercise independent judgment within general policy guidelines.
- ❖ Communicate effectively verbally and in writing. Strong presentation skills with the ability to convey complex financial information to non-financial stakeholders. and communication skills are required.
- ❖ Engage in independent and critical thinking.
- ❖ Organize information into a coherent and meaningful format with attention to detail.
- ❖ Effectively use spreadsheets, word processing, and database computer software programs.
- ❖ Highly proficient in financial functions including but not limited to developing budgets, analyzing financial reports, and conducting audits.
- ❖ Knowledge of current principles and practices of public finance and accounting, public administration and business administration.

Qualifications:

- ❖ Minimum of a Bachelor's degree in Accounting, Finance, Business Administration, Airport Management, Public Administration or related field. A Master's degree in Accounting, Business Administration, Public Administration or related field is desirable.
- ❖ Certification as a Certified Public Accountant (CPA) is desirable.
- ❖ Minimum of ten (10) years progressively responsible experience in financial, budgeting, or accounting experience.
- ❖ Strong knowledge of financial management principles, accounting practices, and regulatory compliance.
- ❖ A combination of education and experience that provides the knowledge, skills and ability to perform the duties of this position will be considered.
- ❖ Excellent analytical, strategic thinking and problem-solving skills.
- ❖ Must be able to obtain and maintain an Airport badge as a condition of employment.

Hector Airport

3-year Strategic Communications Plan Outline

(Updated: 10/17/2023)

Overview:

As Hector Airport moves into a new phase with an exciting addition planned to expand the airport, we need to take a fresh look at how to approach their communications efforts. The airport is a pillar of our community and should be celebrated as such. Although passenger usage continues to soar, there are opportunities to better promote the airport, services and businesses within the airport, community partnerships and promotional space within the airport.

Input sessions will shape planning for general marketing audiences, opportunities to celebrate the airport and what it means to our community. Expansion plans, funding, construction will be included heavily in public relations and social media planning. Inconvenience, detours, changes to airport usage will be incorporated into all aspects of PESO model – paid, earned, owned, shared media strategy.

This is an outline of our strategic approach going forward. **Next step would be an input session with Shawn and team to talk more specifically about brand, goals, direction, messaging and other topics related to communications and KPIs.**

[The following is directional for 3-year strategic plan. Planning needs to be an outcome of further input, competitive comparisons and have several discipline components (brand, creative, mark-comm, media, social media, public relations)]

What Flint will do differently:

- Further define and build out audience personas
- Fresh creative approach
- Quarterly brainstorm (can include BOD members if interested)
- BOD yearly review/report card
- Strategy updates with analytics
 - Competitive comparisons
 - Better defined KPIs
- Aviation industry participation investment – education, industry seminars
- Yearly communications plans that outline brand, messaging, goals, audiences, strategic initiatives. Individual plans to roll up to overall strategy – public relations, media, social media.

Next Steps:

- ✓ BOD input survey
- ✓ In-person input session with Flint Team and Marketing Staff
- ✓ Competitive analysis
- ✓ Detailed Year One (2024) plan
 - Overview
 - Goals and Objectives
 - Strategic Initiatives
 - Key Messaging
 - Tactical Plans
 - Budgeting Breakdown
 - Metrics and Measurement



Goals and Objectives:

Key metrics to be further defined by Hector staff – include measurable goals

[jumping off point for measurable metrics in goal setting]

- Website visits 69,932 (2023) = XXXXX
 - Impressions/ click-throughs
- Newsletter 272 recipients/147 opens = XXX recipients/XXX opens
- PR 203 mentions, 177 neutral = XXX mentions, XX positive
- Articles, stories, features = XXXXX
- Social media 647 new followers (2023) = XXXXX net new

Examples of campaign dashboards:

ALERUS

Media Tactics Objective:
Build top of mind awareness of Alerus' depth of experience to serve you in every stage of life or business.

DIGITAL MEDIA ANALYTICS 2023

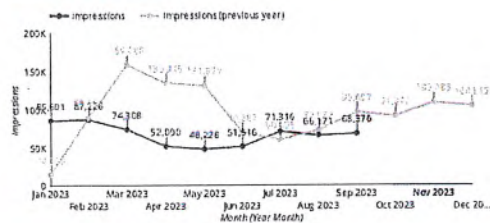
Sep 1, 2023 - Sep 30, 2023

DIGITAL ADVERTISING: DIGITAL RADIO

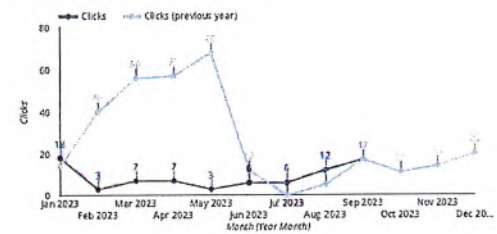
Platform

Impressions: 68,376 ▲ 3.3%
 Clicks: 17 ▲ 41.7%
 CTR: 0.08% ▲ 17.6%
 Reach: 13,626 ▲ -0.6%
 Completion Rate: 98.18% ▲ 0.0%

Monthly Impressions



Monthly Clicks



Creative Summary (for selected month compared to previous date range)

Platform	Ad Creative	Impressions	% Δ	Clicks	% Δ	CTR	% Δ	Reach	% Δ	Completion Rate	% Δ
Alerus Fargo B2B Digital Radio - Spotify	bankwithpurpose...	27,031	5.9%	8	100.0%	0.03%	88.8%	7,553	-4.1%	0.99	0.0%
Alerus Fargo B2B Digital Radio - Spotify	bankwithpurpose...	17,109	16.0%	9	12.5%	0.05%	-3.0%	5,673	4.7%	0.98	-0.1%
Alerus Fargo B2B Digital Radio - iHeart	bankwithpurpose...	12,212	-5.3%	0	-	0.00%	-	0	-	0	-
Alerus Fargo B2B Digital Radio - iHeart	bankwithpurpose...	12,024	-7.5%	0	-	0.00%	-	0	-	0	-

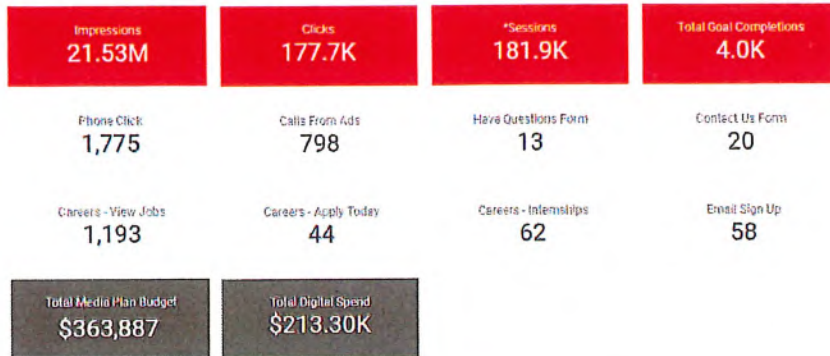
Digital Radio Summary

Month (Year Month)	Impressions	Clicks	CTR	Reach	Completion Rate
Sep 2023	68,376	17	0.02%	13,626	1.96
Aug 2023	66,171	12	0.02%	13,708	1.96
Jul 2023	71,316	6	0.01%	17,427	1.97
Jun 2023	51,516	6	0.01%	10,359	1.96

Analysis & Recommendations

Impressions, reach and completion rate in September stayed fairly consistent from August. There was a sharp increase in clicks from 12 last month to 17 this month. The audio remained the same with Bank for Purpose. I recommend we swap this out to a new one since it's been running the same one since March. Surprisingly, the 30-second ad received more clicks this month again than the 15-second ad. Impressions in iHeart declined this month, while both the 15- and 30-second ads had increases in clicks and impressions in Spotify. Overall, 18-24-year-olds are seeing the ads the most, followed by 25-34-year-olds.

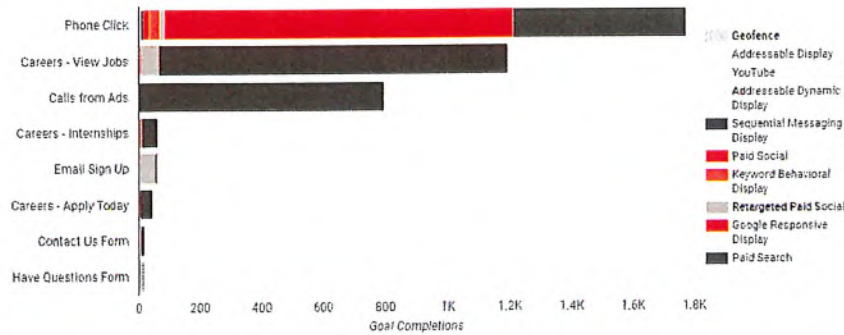
MEDIA PERFORMANCE OVERVIEW



*SESSIONS YOY



GOAL COMPLETIONS BY MEDIA TYPE



Media Type	Objective	Impressions *	Clicks	CTR	*Sessions	Goals	Total Spend
Keyword Behavioral Display	Consideration	6,136,494	12,592	0.15%	50,286	41	\$26,998.72
Google Responsive Display	Consideration	3,643,640	94,478	2.59%	62,177	1,138	\$27,003.95
Addressable Display	Consideration	2,230,491	2,357	0.11%	6,846	-	\$6,999.98

Year One	Year Two	Year Three
Increase passengers	Advance narrative of addition – awareness of project and benefits	Increase bookings/reach
Improve revenue	Increase passengers	Launch/celebratory
Build relationships with airlines	Strengthen relationships with airlines	Educate on benefits of addition and improvements
Plan brand refresh	Build brand refresh	Activate brand refresh
Progress narrative regarding airport addition	Deepen relationships with existing and potential airlines	Stories of new addition, top of mind improvements
Build relationships with existing and potential airlines	Partnership advocacy	Partnership advocacy
Crisis Communications approach plan		
Awareness regarding construction, build and financing	Awareness regarding construction, build and financing	Awareness regarding construction, build and financing
Special events	Special events	Special events

Key Audiences:

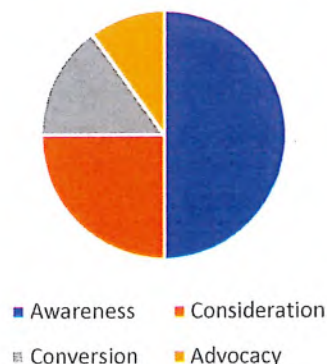
- Passengers
 - Business
 - Leisure (Non-business)
- Airlines
 - Existing
 - Potential
- Influencers
 - Media
 - Local businesses
- Partners
 - Airport amenities (businesses)
 - Chamber of Commerce
 - Greater Fargo Moorhead Economic and Development Corporation
 - Convention and Visitors Bureau
 - City officials
 - Federal and State Representatives – specifically to expansion project

Key Messages:

- Create message matrix

- Financing, expansion plans, construction – messaging
 - Who's involved – federal, state, airport funding
 - Key milestones and events
 - Communication messaging for construction detours
- Passengers – Business/Leisure
 - Why fly Fargo
 - Fly local, support local
 - Getting “there”, coming “home”
 - Businesses – pride in showing off city through airport gateway
 - Less “down”time
 - Convenience
 - Forget hassle of driving to other airports
 - Fast security
 - Comfortable, easy to get around
 - Amenity features
 - Get home faster, less hassle
- Influencers/Businesses
 - Fly FARther
 - Connection/connector
 - Businesses supporting businesses
 - Let's go FAR

Communication Focus



AWARENESS - PR, traditional media (radio, television, print), digital ads, social ads, PPC (pay per click)

CONSIDERATION – Paid social ads, reviews, media relations

CONVERSION – Point of purchase, website



ADVOCACY – Social sharing, reviews, promotions, community/events, partnerships

BUDGET

Are you realistically spending what you need to in order to meet objectives?

1. Establish your ARG (Annual Revenue Goal) – the revenue you want your company to achieve.
2. Determine your CAV (Customer Annual Value) – the average sales generated by each customer in a year.
3. Determine your CPS (Cost Per Sale) – the amount you spend on advertising, internet marketing, public relations, promotional materials, etc., to close each lead
4. To establish your annual marketing budget, divide your Annual Revenue Goal by your Customer Annual Value and then multiply that number by your Cost Per Sale

2024 (\$175K + \$200K media)	2025 (\$200K + \$200K media)	2026 (\$200K + \$250K media)
Input sessions, aviation education	Annual review, performance evaluation, aviation industry/competitor pulse	Annual review, performance evaluation, aviation industry/competitor pulse
Detailed strategy – include personas, message matrix, key messaging, strategic initiatives	Updated detailed strategy (include launch plan)	Implement launch plan and updated strategy
Public relations – include strategy for announcement/events celebrating state and federal dollars for expansion, construction	Public relations – include plan mapped to phases or expansion, construction	Public relations – include construction, expansion plus grand opening
Paid media	Paid media	Paid media
Social media	Social media	Social media
Refreshed creative	Website updates/refresh	Website advancements
	Refreshed creative	Refreshed creative
Campaign optimization	Campaign optimization	Campaign optimization
Analytics + competitive analysis	Brand refresh (updated refreshed logo, brand guidelines, tone, voice, colors etc.	Public perception survey

	Analytics + competitive analysis	Analytics + competitive analysis
--	----------------------------------	----------------------------------

[TBD: Break down Flint agency fees vs pass through hard-costs/media. Est. 30/70, 40/60 ratio, current year]

Crisis Communications Plan

- Tier definition and approach based on situation
 - Escalation paths
- Define crisis, issue
- List Stakeholders
- Hierarchy for leading response
- Hierarchy for sharing information
 - BOD
 - Alert and educate employees
 - Media
- Create fact-sheet
- Identify and assess crisis scenarios
- Create FAQ
- Guidelines for social media



Hector International Airport Crisis Communication Plan

Introduction and Scope

A crisis communication strategy and plan is crucial to effectively manage and respond to unexpected events and emergencies that arise at the airport. Crisis situations can range from natural disasters and security breaches to operational disruptions and health emergencies. This plan is a living document and aims to ensure the safety and well-being of passengers and staff while protecting the airport's reputation and maintaining public trust.

This plan guides users through the development of responsive communication, disseminating information internally and externally, monitoring situations throughout the ongoing emergency through to its resolution and follow-up.

Purpose

The purpose of this plan is to provide a structure of resources, materials and guidelines to minimize the time and effort needed to communicate to stakeholders during an emergency or crisis and to assist in the supporting a rapid and suitable response to situations as they emerge or develop.

This internal plan will align with and support Hector International Airport's Airport Emergency Plan (AEP), last revised September 1, 2022. The plan is an overview of the airport's emergency response organization and its policies.

As noted on pages 3 and 4 of the AEP, the plan covers:

- a) Aircraft Incidents and Accidents
- b) Disabled Aircraft Removal
- c) Bomb Threats/Incidents
- d) Crowd Control
- e) Blizzard/Extreme Cold/Major Snowfall
- f) Structural Fires/Fires at Fuel Farms or Fuel Trucks
- g) Flood
- h) Hazardous Materials Spills
- i) Power Failure for the Movement Area
- j) Lighting System
- k) Sabotage/Hijack
- l) Tornado/Severe Weather
- m) Water Rescue

Response Guide

Answer the following questions to help prepare messaging:



- What happened?
- How did it happen?
- When did it happen?
 - Is the situation contained and safe yet?
- Where did it happen specifically?
- Why did it happen?
 - Natural disaster, mechanical failure, human error, etc.?
- Who was involved?
 - Which airline(s) was involved?

Emergency Operation

In an emergency, page 4 of the AEP outlines the organizational structure of the airport.

The AEP defines three alert levels on page 5 which include Alert I (local standby), Alert II (full emergency), and Alert III (aircraft accident).

In an emergency, notification of various entities will follow the Notification Chart found on page 80 in the Appendix of the AEP.

The airport director or designee will brief all airport tenants on the emergency status and give instructions on what those tenants need to do to ensure the safety of their personnel and property before the general public and/or media are briefed on the status of the emergency.

Hector's executive director or delegate will serve as spokesperson for the airport.

Public Information

A single source of accurate information will be used to avoid the spread of misinformation or rumors.

Audiences

- a) TSA
- b) FAA
- c) Airport Airside Operations
- d) Airport Landside Operations
- e) Federal Air Marshall's Service
- f) Airlines (Delta, United, American, Frontier, Allegiant, FedEx, UPS)
- g) ND Air National Guard
- h) Airport Tenants (Avis, Budget, Enterprise, Hertz, National, Skydine, Gift Shop, SP+ Parking, Fargo Jet Center)
- i) Passengers
- j) City of Fargo
- k) Public
- l) Media



- a. Local
- b. Regional
- c. National
- m) State of North Dakota
- n) State of Minnesota (if applicable)
- o) Emergency Responders
- p) Next of Kin/Family of Passengers
- q) National Transportation Safety Board (NTSB)
- r) ND Army National Guard
- s) Cass County Emergency Management
- t) ND Highway Patrol
- u) Sanford Ambulance
- v) Sanford and Essentia Hospital

Communication Channels

- a) Social Media – Facebook, Instagram, X (Twitter)
- b) Press Release
- c) Media Advisory
- d) Airport Website
- e) Press Conference
- f) Airport Public Address System
- g) Newsletter Email Distribution List

Media should be provided regular updates with a set schedule of when to expect those updates, even if the update is only to confirm what is already known.

Key Message Talking Points

Messaging should be clear, consistent, and factual. Provide only confirmed information and avoid speculation or assumptions. Messaging will go through appropriate approvals within the JIC or the Incident Commander.

Overall

- Confirm details, when possible, provide an update on response activities.
- The safety of airline passengers, crew, and airport employees is our top priority.
- Express empathy and concern for those affected by the situation.
- Address safety measures and concerns for those in the area (are there shelter in place needs, is travel disrupted, are evacuations necessary, etc.)

Alert I

- Proactive response not required.
- Media may hear of issues and reach out for comment.



- When possible, the airport executive director will confirm details and acknowledge ongoing response efforts and collaboration with relevant authorities.

Alert II

- When possible, the airport executive director will confirm details and acknowledge ongoing response efforts and collaboration with relevant authorities.
- Executive director will serve as spokesperson and participate in press conferences and media briefings.
- Communications and messaging will be coordinated through the JIC and with affected airline representatives as well as any governing bodies.

Alert III

- When possible, the airport executive director will confirm details and acknowledge ongoing response efforts and collaboration with relevant authorities.
- Executive director will serve as spokesperson and participate in press conferences and media briefings.
- Communications and messaging will be coordinated through the JIC and with affected airline representatives as well as any governing bodies.

Post Crisis

Participate in any debrief events per the AEP.

shawn

6

From: Gregory Pierson <gpierson@spplus.com>
Sent: Thursday, October 19, 2023 12:21 PM
To: john.cosgriff; Rick Berg; shawn
Subject: Updated Revenue Model for FAR Parking Structure - 10.19.23
Attachments: DRAFT 10.19.23 - UPDATED OCTOBER 2023 - 37.1 Million - Hector International Airport - 973 Space Garage Scenario.xlsx

Good afternoon,

Please see the enclosed and updated model for the proposed parking garage structure at the Hector International Airport. I leveraged the assumptions provided in a previous email and as outlined below. The baseline transactional data and inputs remain the same from the previous model. The one assumption that I trust I interpreted correctly was related to cannibalization. I assumed the 29% cannibalization was to start in Year 1 and be applied against the 65% occupancy set forth for the garage. If this is not the case, please advise as I can correct and update accordingly.

1. \$25 per day rate
2. 65% Occupancy
3. 29% cannibalization reducing to 0% over 3 years
4. 3.5% revenue growth as per FAA projections
5. 973 net new spaces in the garage

Thanks,

Gregory D. Pierson, MBA
Regional Manager III, West Airports



p: (225) 328-0273
e: gpierson@spplus.com
SP+ Airport Services

For Courier (UPS/FedEx):
Baton Rouge Metropolitan Airport 3202 Sally Ride Avenue, Baton Rouge, LA 70807
spplus.com | parking.com | bagsinc.com

SP+ Corporate Website: spplus.com
Connect with Us: [linkedin.com/company/sp_plus](https://www.linkedin.com/company/sp_plus)
Find Parking at: parking.com

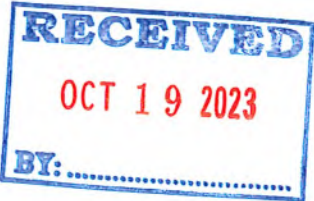


*Making Every Moment Matter for a World on the Go!
With Integrity, Ingenuity, and Diversity!*

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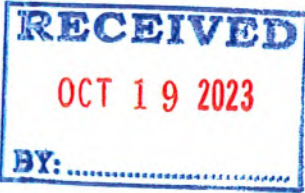
973 Space Garage (25-Year Financing View)								
	Garage Amortization (Int. Rate 5.25%)	Incremental Operating Expenses	R&M Reserve	Total Incremental Costs	Revenue With Garage (excludes CFC, Millage and Rideshare)	CFC Revenue (2)	Millage - 1 Mill (3)	
Year 1	\$ 2,668,166	\$ 237,555	\$ 51,756	\$ 2,957,477	\$ 7,401,864	\$ 1,059,000	\$	750,000
Year 2	2,668,166	243,494	53,050	2,964,709	8,077,240	1,096,065		750,000
Year 3	2,668,166	249,581	54,376	2,972,123	8,756,055	1,134,427		750,000
Year 4	2,668,166	255,821	55,735	2,979,722	9,380,719	1,174,132		750,000
Year 5	2,668,166	262,216	57,129	2,987,511	9,691,656	1,215,227		750,000
Year 6	2,668,166	268,772	58,557	2,995,494	10,749,065	1,257,760		750,000
Year 7	2,668,166	275,491	60,021	3,003,678	11,107,894	1,301,781		750,000
Year 8	2,668,166	282,378	61,521	3,012,065	11,479,282	1,347,344		750,000
Year 9	2,668,166	289,438	63,059	3,020,663	11,863,669	1,394,501		750,000
Year 10	2,668,166	296,674	64,636	3,029,475	12,261,510	1,443,308		750,000
Year 11	2,668,166	304,090	66,252	3,038,508	12,690,663	1,493,824		750,000
Year 12	2,668,166	311,693	67,908	3,047,767	14,090,957	1,546,108		750,000
Year 13	2,668,166	319,485	69,606	3,057,257	14,566,144	1,600,222		750,000
Year 14	2,668,166	327,472	71,346	3,066,984	15,057,963	1,656,229		750,000
Year 15	2,668,166	335,659	73,130	3,076,954	15,566,995	1,714,197		750,000
Year 16	2,668,166	344,050	74,958	3,087,174	16,093,843	1,774,194		750,000
Year 17	2,668,166	352,652	76,832	3,097,649	16,639,131	1,836,291		750,000
Year 18	2,668,166	361,468	78,753	3,108,386	18,493,499	1,900,561		750,000
Year 19	2,668,166	370,505	80,721	3,119,392	19,122,775	1,967,081		750,000
Year 20	2,668,166	379,767	82,739	3,130,673	19,774,076	2,035,929		750,000
Year 21	2,668,166	389,262	84,808	3,142,235	20,448,172	2,107,186		750,000
Year 22	2,668,166	398,993	86,928	3,154,087	21,145,861	2,180,938		750,000
Year 23	2,668,166	408,968	89,101	3,166,235	21,867,970	2,257,271		750,000
Year 24	2,668,166	419,192	91,329	3,178,687	24,323,655	2,336,275		750,000
Year 25	2,668,166	429,672	93,612	3,191,450	25,156,986	2,418,045		750,000
Total	\$ 66,704,145	\$ 8,114,348	\$ 1,767,863	\$ 76,586,356	\$ 375,807,646	\$ 41,247,898	\$	18,750,000



(1) Includes approximately \$40k per mo., or \$480k of annual revenue from MAG/CAVU.
(2) Not included in baseline revenue or net cash flow the total CFC Funds available per year based on 235,555 transactions @ \$4.50 per transaction = \$1.059M.
(3) Not included in the baseline revenue or net cash flow the total Millage available per year based on 1 mill @ \$750k per year.

Hector International Airport
Parking Areas - Spaces and Daily Max Rates

	Adjusted Current		973 Space Garage		500 Space Garage	
	Spaces	Daily Max	Spaces	Daily Max	Spaces	Daily Max
Short-Term Surface	238	\$ 19.00	-	\$ -	-	\$ -
Long-Term Garage	-	\$ -	973	\$ 25.00	500	\$ 21.00
Long-Term Surface	1,730	\$ 11.00	1,730	\$ 11.00	1,730	\$ 11.00
Economy 2	363	\$ 9.00	363	\$ 9.00	363	\$ 9.00
Economy 1	323	\$ 9.00	323	\$ 9.00	323	\$ 9.00
Total	2,654		3,389		2,916	
New Spaces, Net	-		735		262	



	Trans.	Revenue	Trans.	Revenue	Trans.	Revenue
Short-Term Surface	57,270	1,088,130	-	-	-	-
Long-Term Surface	364,633	4,010,963	191,059	2,101,646	191,059	2,101,646
MAG/CAVU	-	-	-	-	-	-
Garage (Year 4)	-	-	230,844	5,771,106	230,844	4,847,729
Year 1 (29% cannibalization)			163,899	4,097,485		
Year 2 (19% cannibalization)			186,984	4,674,596		
Year 3 (9% cannibalization)			210,068	5,251,707		
Economy 2	-	-	-	-	-	-
Economy 1	78,037	702,333	78,037	702,333	78,037	702,333
Total	499,940	5,801,426	499,940	8,575,086	499,940	7,651,709

1088741

702542.3 Approximate revenue l

Percentage of transactions by lot:

ST	11.5%	0.0%
LT	72.9%	38.2% LT (Retains the remaining transactions after economy stays the same and the garage is at 65% capacity.)
Garage	0.0%	46.2% Garage (Assumes garage 65% capacity.)
Economy 2	0.0%	0.0%
Economy 1	15.6%	15.6% Economy (remains the same number of transactions)
Total	100.0%	100.0%

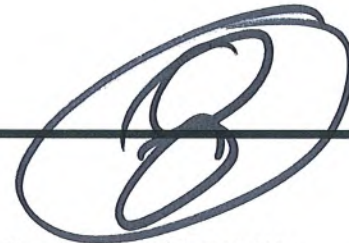
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Total
Enplanement Growth	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	
Rate Increase	0.00%	0.00%	0.00%	0.00%	0.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.00%	0.00%	
Long-Term Lot	4,010,963	4,151,347	4,296,644	4,447,026	4,602,672	5,131,980	5,311,599	5,497,505	5,689,918	5,889,065	6,095,182	6,796,128	7,039,992	7,280,182	7,534,988	7,798,713	8,071,668	8,999,910	9,314,907	9,640,928	9,978,361	10,327,603	10,689,070	11,918,313	12,335,454	182,844,116
MAG/CAVU	496,800	496,800	496,800	496,800	496,800	496,800	496,800	496,800	496,800	496,800	496,800	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	12,680,820
Economy Lot	702,333	726,915	752,357	778,689	805,943	898,627	930,079	962,631	996,324	1,031,195	1,067,287	1,190,025	1,231,676	1,274,784	1,319,402	1,365,581	1,413,376	1,575,914	1,631,071	1,688,159	1,747,244	1,808,398	1,871,692	2,086,936	2,159,979	32,016,615
Monthly Parking	3,600	3,726	3,856	3,991	4,131	4,606	4,767	4,934	5,107	5,285	5,470	6,099	6,313	6,534	6,762	6,999	7,244	8,077	8,360	8,652	8,955	9,269	9,593	10,696	11,071	164,098
Total Revenue	\$ 6,301,826	\$ 6,505,002	\$ 6,715,289	\$ 6,932,936	\$ 7,158,201	\$ 7,924,262	\$ 8,184,223	\$ 8,453,283	\$ 8,731,759	\$ 9,019,983	\$ 9,335,682	\$ 10,350,154	\$ 10,694,413	\$ 11,050,721	\$ 11,419,500	\$ 11,801,186	\$ 12,196,230	\$ 13,539,665	\$ 13,995,557	\$ 14,467,405	\$ 14,955,768	\$ 15,461,223	\$ 15,984,369	\$ 17,763,440	\$ 18,367,164	\$ 277,309,239
Revenue (with Garage)																										
Long-Term Garage	4,097,485	4,674,596	5,251,707	5,771,106	5,973,095	6,660,001	6,893,101	7,134,359	7,384,062	7,642,504	7,909,992	8,819,641	9,128,328	9,447,820	9,778,494	10,120,741	10,474,967	11,679,586	12,088,373	12,511,467	12,949,366	13,402,596	13,871,687	15,466,931	16,008,273	235,140,281
Long-Term Surface	2,101,646	2,175,204	2,251,336	2,330,133	2,411,687	2,689,031	2,783,148	2,880,558	2,981,377	3,085,725	3,193,726	3,561,004	3,685,639	3,814,637	3,948,149	4,086,334	4,229,356	4,715,732	4,880,783	5,051,610	5,228,416	5,411,411	5,600,810	6,244,904	6,463,475	95,805,833
MAG/CAVU	496,800	496,800	496,800	496,800	496,800	496,800	496,800	496,800	496,800	496,800	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	514,188	12,680,820
Economy Lot	702,333	726,915	752,357	778,689	805,943	898,627	930,079	962,631	996,324	1,031,195	1,067,287	1,190,025	1,231,676	1,274,784	1,319,402	1,365,581	1,413,376	1,575,914	1,631,071	1,688,159	1,747,244	1,808,398	1,871,692	2,086,936	2,159,979	32,016,615
Monthly Parking	3,600	3,726	3,856	3,991	4,131	4,606	4,767	4,934	5,107	5,285	5,470	6,099	6,313	6,534	6,762	6,999	7,244	8,077	8,360	8,652	8,955	9,269	9,593	10,696	11,071	164,098
Total Revenue	\$ 7,401,864	\$ 8,077,240	\$ 8,756,055	\$ 9,380,719	\$ 9,691,656	\$ 10,749,065	\$ 11,107,894	\$ 11,479,282	\$ 11,863,669	\$ 12,261,510	\$ 12,690,663	\$ 14,090,957	\$ 14,566,144	\$ 15,057,963	\$ 15,566,995	\$ 16,093,843	\$ 16,639,131	\$ 18,493,499	\$ 19,122,775	\$ 19,774,076	\$ 20,448,172	\$ 21,145,861	\$ 21,867,970	\$ 24,323,655	\$ 25,156,986	\$ 375,807,646
Incremental Revenue	\$ 1,100,039	\$ 1,572,239	\$ 2,040,767	\$ 2,447,783	\$ 2,533,456	\$ 2,824,803	\$ 2,923,671	\$ 3,026,000	\$ 3,131,910	\$ 3,241,527	\$ 3,354,980	\$ 3,740,803	\$ 3,871,731	\$ 4,007,242	\$ 4,147,495	\$ 4,292,657	\$ 4,442,900	\$ 4,953,834	\$ 5,127,218	\$ 5,306,671	\$ 5,492,404	\$ 5,684,638	\$ 5,883,601	\$ 6,560,215	\$ 6,789,822	\$ 98,498,407

RECEIVED

OCT 19 2023

BY:

shawn



From: Smith, Cherry (FAA) <Cherry.Smith@faa.gov>
Sent: Friday, October 13, 2023 1:17 PM
Cc: Dunigan, Kesha (FAA); Canales, Perry A (FAA); Anderson-Beasley, Sherri (FAA); Wu, Melissa (FAA); Luyeho, Elisha (FAA); Alan Schussel; Jae Tomosada; Smith, Cherry (FAA); Boykin, Tanya M (FAA)
Subject: FAA Title VI Plan Overview Training - Group F
Attachments: Airport Sponsor Title VI Plan Template_221205_1 (18).docx; Connect Access Instructions 230616.pdf; T6 ARP and ACR Letter to Sponsors 08122022.pdf; Title VI Plan Training 231013.pdf

Dear Airport Civil Rights Stakeholder:

Your airport has been selected for submittal of an airport Title VI Plan, which is **due by December 31, 2023**. The due date applies to the following airports: CID, SBA, FSD, BTV, JAN, HSV, LEX, DAY, SGF, ILM, RDM, FAI, HRL, CAE, MFR, LBB, **FAR**, ACY, MFE, CHA, GUM, and MSO, collectively the "Group F Airports." Selections were based on enplanements.

Airport sponsors were notified of this upcoming requirement in the attached letter, from August 2022.

We are inviting staff and representatives from Group F Airports to our upcoming **FAA Title VI Plan Overview** training, on **October 25, 2023**. You are receiving this email because we identified you as the most appropriate contact for one or more Group F Airports. The intent is to have a small number of participants, and we ask that you **not** forward this invite to other airports' staff or consultants not working directly for your organization. Representatives from other airports will have similar training opportunities closer to when their Title VI plans are due.

To meet applicable requirements, airport Title VI Plans must use the attached FAA Title VI Plan template, which is also currently available in the FAA Civil Rights Connect System (under Title VI Doc Vault) and on the Title VI page on the FAA civil rights website (https://www.faa.gov/about/office_org/headquarters_offices/acr/airport-nondiscrimination-compliance-title-vi-lep-ej). We refer to the template throughout the presentation, and suggest having it open in front of you during the training event and reviewing it in advance. As we will discuss during the training, we encourage airport sponsors that have already completed Title VI plans in other formats to copy and paste relevant information into the FAA template.

Date: Live event is on **Wednesday, October 25, 2023**

Time: 2:30 PM – 3:30 PM (Eastern Time) / 11:30 AM – 12:30 PM (Pacific Time)

Logging in: Access information is copied at the **end of this email** (no advance registration is required). We will send meeting invites with the same information directly to the Title VI Coordinators for affected airports, for whom we have email contacts.

Topic: Step-by-step instructions for completing the FAA Title VI Plan Template. We will begin with background information on the updated requirements related to Title VI of the Civil Rights Act of 1964 ("Title VI"), and a brief overview of the FAA's roll out plans for the FAA Title VI Checklist, Title VI Plan,

and Community Participation Plan requirements. The training will focus on how to complete the FAA Title VI Plan Checklist template, to ensure a complete understanding of what is required for each section.

In the event you are unable to join the Zoom room for the live training, the presentation has been **recorded and posted on the FAA Civil Rights Connect System**. The presentation recording can be accessed through the main page (<https://faa.civilrightsconnect.com/FAA/login.asp>), following the attached instructions. The presentation uses the attached document titled Title VI Plan Training. The question and answer discussion portions of the live training are not recorded. If you have already taken this training, you are not required to take it again; however, we recommend participating because new issues may come up in the question and answer portion.

Accommodation Requests: If you require a reasonable accommodation to attend the webinar, please contact us as soon as possible, at cherry.smith@faa.gov, and by 12:00 PM (Pacific Time) on October 19, 2023, at the latest.

Please note: additional training on the Community Participation Plan requirements will be announced in the upcoming months.

FAA Zoom. The three ways to join are:

Click to Join:

<https://faavideo.zoomgov.com/j/1618208603>

- Passcode: 890085
- If prompted, accept the Zoom application as instructed.

Mobile Device:

- Download the 'Zoom Cloud Meetings' App.
- Select 'Join a Meeting' and enter **Meeting ID: 161 820 8603**
- Passcode: **890085**

Phone Audio Only:

- Call 1-888-924-3239 or 1-571-302-4908; enter Meeting ID: 161 820 8603
- Passcode: 890085
- Unmute or mute yourself by pressing *6.

Thank you



Cherry Smith
Title VI Specialist

Office: 718-553-3299
Email: Cherry.Smith@FAA.Gov

Federal Aviation Administration
Office of Civil Rights
Room 217
1 Aviation Plaza
Jamaica, NY 11434
www.FAA.Gov

CIVIL RIGHTS
DIVERSITY + EQUITY + INCLUSION + ACCESSIBILITY = **SAFETY**

FY24: The Year of Inclusion - Please click the image to provide feedback

This Federal Aviation Administration (FAA) Civil Rights app provides federal civil rights information and resources to FAA employees, customers, airports, stakeholders, and all interested parties....

To download the new FAA Civil Rights App please use the following links:

Apple/iOS devices: <https://apps.apple.com/us/app/faa-civil-rights/id1594221821>

Android/Google devices:

<https://play.google.com/store/apps/details?id=com.quickseries.rca.faa.civil.rights>

This e-mail message is intended solely for the recipient(s) above. The information may be privileged and confidential. If you are not the intended recipient of this message, notify the sender immediately and delete the original message. Thank You!



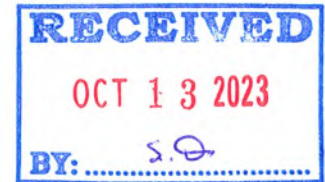
U.S. Department
of Transportation
**Federal Aviation
Administration**

Washington, DC Headquarters
Office of Civil Rights

800 Independence Ave., SW
Washington, DC 20012

August 12, 2022

Dear Airport Sponsors:



DOT Order 1000.12C, *The Department of Transportation Title VI Program* published on June 11, 2021, (<https://www.transportation.gov/mission/dot-orders>) and other related requirements direct DOT operating administrations to ensure that recipients of Federal financial assistance comply with their statutory obligations to ensure against discrimination on the basis of race, color, national origin, age, sex (including sexual orientation and gender identity), or creed. As recipients of FAA Airport Improvement Program (AIP) and/or Bipartisan Infrastructure Law (BIL) grants, you commit to ensuring against discrimination in your activities as a condition of receiving an AIP/BIL grant (Airport Sponsor Assurance 30) https://www.faa.gov/airports/aip/grant_assurances/ and AIP Grant Assurances, 85 Fed. Reg. 18755 (February 20, 2020) (Assurance 30).

The nondiscrimination requirements applicable to airport sponsors include Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (“Title VI”), Age Discrimination Act of 1975, P.L. 94-135, (42 U.S.C. § 6102), Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), and the U.S. Department of Transportation’s (DOT) implementing regulations for Title VI, at 49 CFR Part 21. These authorities are available through <https://www.govinfo.gov> links and collected on FAA’s Title VI webpage at https://www.faa.gov/about/office_org/headquarters_offices/acr/airport-nondiscrimination-compliance-title-vi-lep-ej.

DOT Order 1000.12C requires the FAA to confirm each airport sponsor’s probable compliance with nondiscrimination requirements **before** an award of an AIP grant. As a result, most sponsors will be required to have a Title VI Plan and a Community Participation Plan that are approved by the FAA. The FAA also developed a sponsor checklist (including training) and implementation plan to be launched in early FY 2023. The pre-award Title VI checklist will be included in all future grant application review processes the sponsor must complete prior to grant execution. More information concerning these requirements will be made available in the coming weeks.

The sponsor checklist is attached for your reference. Below is a tentative schedule for when the FAA will begin to implement the requirements based on airport type per sponsor. FAA will communicate with sponsors as indicated below but reserves the right to adjust the schedule if needed.

Airport Type	Schedule
Large and Medium hub airports	FY 2023
Small and Non-hub airports	FY 2024
Block Grant States and smaller commercial service/reliever airports	FY 2024
General Aviation	FY 2025

Several resources are available to assist airport sponsors in complying with their nondiscrimination obligations, such as templates for required airport nondiscrimination public notices, an FAA Title VI Toolkit, and links to the U.S. Department of Justice. These resources are available on the FAA Title VI webpage. In addition, extensive technical assistance materials, including recorded webinars, self-evaluation tools, and past decision letters are available on the FAA Civil Rights Connect website (for access, please go to <https://faa.civilrightsconnect.com/FAA/login.asp>, and select "User Lookup, Password Reset, and Create Account").

We highly encourage airport sponsors to use all available tools to ensure nondiscrimination in their airport programs and to be in full compliance with FAA grant obligations prior to applying for a grant. Noncompliance with the grant assurance obligations may result in a delay or denial of FAA grants.

Please feel free to contact the FAA Office of Civil Rights' Title VI Team at ACR-4-TitleVI@faa.gov, if you have any questions.

Sincerely,

Shannetta Griffin

Shannetta R. Griffin
Associate Administrator
FAA Office of Airports

John P. Benison

John P Benison
Assistant Administrator
FAA Office of Civil Rights

Attachment



October 18, 2023

Shawn Dobberstein, A.A.E.
Municipal Airport Authority
PO Box 2845
Fargo, ND 58108

Subject: Title VI & Community Participation Program (CPP) Assistance

Dear Shawn:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide Consultant services for the development of the Title VI and Community Participation Program (CPP).

Project Understanding

The project understanding is detailed in Exhibit B.

Mead & Hunt's Scope of Services

After receipt of authorization to proceed, Mead & Hunt shall proceed with the scope of services included in Exhibit B.

Responsibilities of Municipal Airport Authority

Our Scope of Services and Compensation are based on Municipal Airport Authority (Hector International Airport) performing or providing the following:

- Appoint a designated representative to communicate progress, coordinate meetings and notices, and review and comment on deliverables.
- Appoint a Title VI Coordinator who will be available to attend the required Consultation Meetings and Program Review.
- Coordinate completion and posting of the required Public Notices.
- Comply with required 49 CFR Part 21 Program and Policy Statement.
- Identification of Community Leaders & Contact Information
- Information regarding existing language translation means & methods in addition to primary contacts for translation services.
- Provide information regarding existing & upcoming projects including estimated cost of construction and anticipated federal funding grant information.
- Authorize the Consultant to gain access to FAR files via FAA Civil Rights Connect.

- Assist in providing surrounding neighborhood demographics.
- Assist in obtaining data regarding encountered languages spoken in the terminal environment.
- Submit & Coordinate approval of Title VI and CPP to the FAA Civil Rights Connect.

Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by the Hector International Airport or provided by Mead & Hunt, Inc. as an Additional Service only as authorized by the Hector International Airport:

- Enforcement of Title VI Program
- Monitor/Interviews of program.
- CPP annual reports
- Updates or checklists to Title VI Program

Project Schedule

- Schedule Consultation Meeting – 2 weeks from Notice to Proceed (NTP)
- Conduct Research and Information Gathering – 4 Weeks from NTP
- Title VI Program Development – 4 weeks once required data is obtained
- Public Information and Comment Period – 4 weeks after draft is complete.
- Community Participation Program – 4 weeks after public review.
- Final Drafts of Title VI & CPP – 2 weeks.

Compensation

The work described under the Scope of Services will be performed on a time and material not to exceed basis. Hector International Airport will pay Mead & Hunt Thirty-Three Thousand Seven Hundred Fifty-One Dollars \$ \$33,751 as fees for the work performed under this contract.

If additional services are required the additional work items shall be performed on a time-and-expense basis in accordance with the attached Exhibit C Fee Schedule.

Authorization

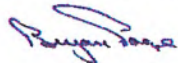
The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Municipal Airport Authority and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached hereto and made part of this Agreement and labeled as Exhibit A.

We appreciate the opportunity to submit this proposal to Municipal Airport Authority.

Respectfully submitted,

MEAD & HUNT, INC.



Approved by: MEAD & HUNT, INC.

By: _____

Name: Bryan Page

Title: Vice President

Date October 18, 2023

Attachments A, B, C

Accepted by: MUNICIPAL AIRPORT
AUTHORITY

By: _____

Name: _____

Title: _____

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Exhibit A. General Terms and Conditions

MEAD AND HUNT, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original scope of work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The scope of work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable work order or purchase order. Taxes will be added to all invoices as applicable,

unless/until a properly completed and valid tax-exemption form is received.

To the extent applicable, the Client recognizes meal costs will be charged based on per diem basis and construction managers and site engineers will charge hotel and meal costs on a per diem basis.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable construction cost or Project costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual project or construction costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent, files a petition in bankruptcy, is adjudicated bankrupt, has an assignee, referee, receiver or trustee appointed in any creditor action, has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Bryan Page

7900 International Drive, Ste 980

Minneapolis, MN 55425

bryan.page@meadhunt.com

Client Project Manager:

Shawn Dobberstein, A.A.E.

PO Box 2845

Fargo, ND 58108

shawn@fargoairport.com

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.

6737 W Washington Street, Suite 3500

West Allis, WI 53214

Sonya.Simon@meadhunt.com

For Notices made pursuant to Article 12:

Client Legal Department (optional)

Address

Address

Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs.

Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions, or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions, or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees, or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND

SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

- A. Worker's Compensation:
 - of a form and in an amount as required by state law

- B. Employer's Liability:
 - \$1,000,000 each accident
 - \$1,000,000 disease, each employee
 - \$1,000,000 disease, policy limit

- C. Automobile Liability (including all owned, hired, and non-owned vehicles):
 - \$1,000,000 each accident

- D. Commercial General Liability (bodily injury and property damage — combined single limit):
 - \$1,000,000 each incident
 - \$2,000,000 annual aggregate

- E. Errors and Omissions:
 - \$5,000,000 each incident
 - \$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as

imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages, or losses arising out of any deviations, alterations, modifications, or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client are Instruments of Service of Consultant created for this project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that

contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques, or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples, or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of the Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to the Client, or using a manifest signed by the Client as a generator, be transported to a location selected by the Client for final disposal. The Client shall pay all costs associated

with the storage, transport, and disposal of all such samples. The Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants, or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Execution of Agreement

These Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.

Exhibit B

SCOPE OF SERVICES

HECTOR INTERNATIONAL AIRPORT (FAR)

FARGO, ND

TITLE VI PROGRAM DEVELOPMENT INCLUDING COMMUNITY PARTICIPATION PROGRAM (CPP)

October 18, 2023

Background

The Hector International Airport (FAR) located in Fargo, ND, requested Mead & Hunt, Inc. (Consultant) provide consulting services related to assist the Airport with completing the Title VI Assessment document in compliance with DOT Order 1000.12C, The Department of Transportation Title VI Program published on June 11, 2021. The program will also be developed in a manner consistent with the requirements of 49CFR Part 21. As a Primary Small Hub Airport in Group F, it is our understanding (FAR) has been notified by the Federal Aviation Administration (FAA) Office of Civil Rights to complete a Title VI Program by December 31, 2023.

The Federal Aviation Administration (FAA) Office of Civil Rights is authorized by the Secretary of the US Department of Transportation (DOT) to assist airport Sponsors with 49 CFR Part 21 nondiscrimination in federally assisted programs of the DOT – Effectuation of Title VI of the Civil Rights Act of 1964.

Scope of Work

The Consultant will assist FAR in developing a Title VI Program including a Community Participation Plan (CPP) in accordance with DOT Order 1000.12C. It is understood the Consultant shall coordinate this effort with the Executive Director of FAR who will assist in development and implementation of these programs. A summary of the services to be provided under this scope of work is as follows:

- Background research
- Data Collection
- Project Administration, Coordination, and Communication
- Title VI Program
- Community Participation Plan (CPP)

The following further details the work to be provided under this scope:

1.0 Background and Research

Assist FAR with development of a Title VI Program which requires researching available information and documents to gain the necessary background to complete the tasks. Included in this effort are:

- Review of existing Title VI Program information provided by FAR.
- Gather information regarding Title VI Program and community participation for FAR

- Gather federal grant award information to be listed in the program
- Research community demographics to determine minority groups, populations, poverty rates, and frequently encountered languages.
- Review upcoming project information regarding impacts to affected communities.
- Review of any Civil Rights complaints on file with FAA for FAR.

2.0 Project Administration, Meetings, Coordination, and Communication

Consultant to manage designated services and administer the project. Provide coordination and communication throughout the course of this project as to the status of the project and any questions or issues that arise. Communication is to be performed via telephone conferencing and electronic mail, including coordination between FAR and the regional FAA Office of Civil Rights. Consultant will provide other coordination with relevant other agencies as necessary. Project scoping is also included in this task.

This Task includes Consultation Meetings with the Sponsor during the course of project. Title VI Planning is a complex topic and there are several review points along the way to discuss and answer questions among the stakeholders. The anticipated meetings for this effort include:

- Kickoff Meeting to discuss process and establish key points of contact
- Title VI Program document review meeting
- Community Participation Plan document review meeting
- Title VI & CPP final draft review meeting

3.0 Title VI Program Development

Under Title VI FAR assures that no person shall on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex (including sexual orientation and gender identity, creed, or age, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereafter, "Title VI and related requirements"), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. Title VI also prohibits retaliation for asserting or otherwise participating in claims of discrimination.

US DOT Order 1000.12C requires all federal funding recipients to comply with the implementation regulations under 49CFR Part 21. Under the federal regulation, the implementation schedule is as follows:

Airport Type	Schedule
Large and Medium Hub Airports	FY 2023
Small and Non-Hub Primary Airports	FY 2024
Block Grant States & NP Reliever Airports	FY 2024
General Aviation	FY 2025

The outline for the Title VI Program shall include the following Sections:

1. Title VI Policy Statement
2. Administration
3. Grant and Procurement Assurances
4. Title VI Coordinator Responsibilities
5. Title VI Public Notice
6. Community Statistics
7. Potential or Known Community Impacts
8. Limited English Proficiency
9. Transportation
10. Minority Businesses
11. Training
12. Compliance Reviews, Audits, Complaints, Lawsuits & Investigations
13. Title VI Complaints
14. Population / Language Data
15. Completed Unlawful Discrimination Poster

4.0 Community Participation Plan (CPP)

The purpose of this CPP is to ensure that stakeholders or communities affected by FAR projects or operations can be informed and participate and have their input thoughtfully considered in the key stages during airport planning efforts, regardless of their race, color, national origin, sex, sexual orientation, gender identity, creed, age, or disability (hereafter, the "protected bases"). This plan is provided in accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and related authorities. This plan and associated reports regarding our CPP efforts will be communicated to the public in formats accessible to persons with disabilities and to limited English proficient (LEP) individuals.

The outline for the Community Participation Plan shall include the following Sections:

1. Administration
2. Goals and Objectives
3. Identification of and Focused Outreach to Affected Communities
4. Effective Communication
5. Communication Platforms
6. Records
7. Reporting Outcomes
8. Appendices as needed.

In conjunction with developing the CPP, the Consultant will assist in the development of fillable forms to be made available on the Airport (FAR) website.

Sponsor Responsibilities

To accomplish these Tasks, FAR shall be responsible to:

- Appoint a designated representative to communicate progress, coordinate meetings and notices, and review and comment on deliverables.
- Appoint a Title VI Coordinator who will be available to attend the required Consultation Meetings and Program Review.
- Coordinate completion and posting of the required Public Notices.
- Comply with required 49 CFR Part 21 Program and Policy Statement.
- Identification of Community Leaders & Contact Information

- Information regarding existing language translation means & methods in addition to primary contacts for translation services.
- Provide information regarding existing & upcoming projects including estimated cost of construction and anticipated federal funding grant information.
- Authorize the Consultant to gain access to FAR files via FAA Civil Rights Connect.
- Assist in providing surrounding neighborhood demographics.
- Assist in obtaining data regarding encountered languages spoken in the terminal environment.
- Submit & Coordinate approval of Title VI and CPP to the FAA Civil Rights Connect.

Deliverables

In conjunction with these tasks, the Consultant will deliver via electronic transmittal the following to FAA Civil Rights Connect:

- A Title VI Program
- A Community Participation Plan (CPP).
- Assist in completing Public Notice Posters.

Work and Expenses Not Included:

- Enforcement of Title VI Program
- Monitor/Interviews of program.
- CPP annual reports
- Updates or checklists to Title VI Program

Compensation for Services

Payment for all work outlined in this Scope of Services shall be a fixed fee of Thirty-Three Thousand Seven Hundred Fifty One Dollars (\$33,751). This fee shall include labor, materials, expenses, and incidentals necessary to complete the work as described herein. A Consultant Services Cost Estimate is included as *Attachment B* to this Scope of Services. Payments will be made monthly based on the percentage of work complete.

Any additional services requested by the FAR will be performed on a time-and-expense basis. The Consultant will establish the budget for additional services prior to the start of any additional work and may not exceed the budget without written authorization from the FAR. Any additional services must be authorized in writing by FAR.

End of Document

Exhibit C Consultant Services Fee Proposal

AIRPORT: Hector International
LOCATION: Fargo, ND
PROJECT DESCRIPTION: 49 CFR Part 21 Title VI Program & Community Participation Plan

CLIENT FAR
PROJ. No: 2796100
DATE: 10/18/23

Engineering Fee		
Task Description		
1 Background and Research		\$4,497.00
2 Project Admin, Meetings, Coordination, Communication		\$5,188.00
3 Title VI Program Development		\$15,069.00
4 Community Participation Plan Development		\$8,167.00
Expenses		\$830.00
SUBTOTAL		\$33,751.00
TOTAL MEAD & HUNT FEES		\$33,751.00

Item No.	Principal \$301.00	Project Manager \$248.00	Project Planner \$202.00	Technician IV \$149.00	Technical Editor \$116.00	Administrative Assistant \$123.00	Clerical \$90.00	Total Hours		Cost Summary
Title VI & Community Participation Program Assistance										
1 Background and Research										
Estimated Total Man-hours	1	10	6	1	2	1	0	21		\$4,497.00
Summary Costs	\$301.00	\$2,480.00	\$1,212.00	\$149.00	\$232.00	\$123.00	\$0.00			\$4,497.00
2 Project Admin, Meetings, Coordination, Communication										
Estimated Total Man-hours	1	12	4	1	3	2	4	27		\$5,188.00
Summary Costs	\$301.00	\$2,976.00	\$808.00	\$149.00	\$348.00	\$246.00	\$360.00			\$5,188.00
3 Title VI Program Development										
Estimated Total Man-hours	1	46	8	0	5	8	2	70		\$15,069.00
Summary Costs	\$301.00	\$11,408.00	\$1,616.00	\$0.00	\$580.00	\$984.00	\$180.00			\$15,069.00
4 Community Participation Plan Development										
Estimated Total Man-hours	1	24	5	0	2	4	2	38		\$8,167.00
Summary Costs	\$301.00	\$5,952.00	\$1,010.00	\$0.00	\$232.00	\$492.00	\$180.00			\$8,167.00
Expenses										
Auto Rental	0	0	0	0	0	0	0	2 Days	\$55.00	\$110.00
Mileage	0	500	0	0	0	0	0	500 Miles	\$0.90	\$450.00
Lodging	1	0	0	0	0	0	0	1 Days	\$160.00	\$160.00
Travel	0	0	0	0	0	0	0	0	\$550.00	\$0.00
Meals	2	0	0	0	0	0	0	2	\$55.00	\$110.00
Reproductions & Mailings	0	0	0	0	0	0	0	0	\$100.00	\$0.00
Other	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Expenses										\$830.00
TOTAL										
										\$33,751.00

shawn

From: Spencer Hilde <spencer.hilde@mcgough.com>
Sent: Friday, October 20, 2023 9:04 AM
To: shawn; Stacey E. Tjon Bossart (staceyb@lpplaw.net)
Cc: Laken Burns; Joan Stading; Oliver Finneman; Rich Slagle; Joe Kasper
Subject: RE: Hector Airport Parking Ramp - Owner Contract Draft

9

Shawn,

If Stacey and team find the Additional Insured language provided yesterday acceptable, McGough will move forward with finalizing the contract documents.

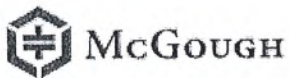
In my opinion the key information regarding this contract is:

- It is the same AIA A133 contract family of documents as was executed for the terminal.
- It has not been modified to include the Federal contracting/procurement language like the Terminal contract was. Project is being treated as an ND Century Code compliant project only.
- CMaR Fee is 4% (which matches the fee for the Terminal project)
- Preconstruction Fee is lump sum \$116,000 (For Reference Terminal was \$311,682)
- No Liquidated Damages

Please call or reply with any questions.

Thank you,

Spencer Hilde, PE | General Manager
701.318.3231 phone
Fargo, ND | Bismarck, ND
www.mcgough.com



Shawn Dobberstein, A.A.E.
Executive Director
Hector International Airport

October 16, 2023

10

Mr. Dobberstein,

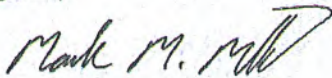
A few years ago (2021) Fargo Water Reclamation Utility approached the Airport Authority inquiring about getting a temporary easement on the land directly west of the treatment facility. This temporary easement was asked to be used as a staging area in association to a flood protection project for the treatment facility. We mothballed that project at the time for numerous reasons. We are blowing the dust off those plans and would like to ask the Airport Authority to consider granting the Water Reclamation Utility a temporary construction easement on that same land. —see attached exhibits

This purpose of the easement would grant the levee contractor a staging area to farm/dry existing clay (supplied by the utility) and store construction materials. At present the proposed schedule is to construct the levee during the 2024 construction season with final completion set for April 2025. At the time of this email this project has not been bid.

An interesting thing happened as a result of delaying this project. Due to the extensive modeling of the Red River that has occurred due to the past floods and the design of the Red River Diversion project the 500 year flood plain in this part of town has actually been lowered by approximately 1'. The scope of our levee project has been reduced considerably, especially the amount of earthen levee required. Still our consultant, AE2S and myself, feel that acquiring this easement is good practice and will allow for a successful project. Especially in the event that a contractor, other than the current contractor, is awarded the project.

For your consideration, Fargo's Water Reclamation Utility is requesting a temporary construction easement on the land directly west of the treatment plant.
To include stipulations that the Airport Authority deems relevant for the use and restoration of said land.

Regards,



Mark Miller
Utility Superintendent
Water Reclamation Utility
City of Fargo

shawn

From: Schuck, Brian P (FAA) <Brian.P.Schuck@faa.gov>
Sent: Thursday, October 19, 2023 3:23 PM
To: Jeffrey Klein
Cc: Mark Miller; James Hausauer; Darren Anderson; Andrew Holmen; Stacey Tjon Bossart; shawn; Sarah Emmel; Buechler, Casey R (FAA); Anderson, David P (FAA); Schrader, Mark R (FAA)
Subject: RE: Temporary Construction Easement

Good afternoon Mr. Klein.

The proposed temporary easement will be on Tract 10 of the airport. Tract 10 was acquired with ADAP grant 8-38-0017-08 or 8-38-0017-09.

For the purpose of determining whether the proposed project requires FAA ALP approval, we have determined that the proposed project would have no material impact on aircraft operations, at, to, or from the airport; would not affect the safety of people and property on the ground; and would not have an adverse effect on the value of prior Federal investments to a significant extent. Therefore, the FAA lacks the legal authority to approve or disapprove changes to the FAR ALP for the proposed project.

Because the FAA lacks the legal authority to approve or disapprove changes to the ALP and a release of obligations is not required for this project, the agency does not have an action subject to the National Environmental Policy Act (NEPA).

This determination only addresses FAA's approval authority for this project. It is not a determination that the project complies with the sponsor's federal grant assurances. The sponsor must continue to comply with all of its Federal grant obligations, including but not limited to Grant Assurance #5, Preserving Rights and Powers; Grant Assurance #19, Operation and Maintenance; Grant Assurance #20, Hazard Removal and Mitigation; Grant Assurance #21, Compatible Land Use; and Grant Assurance #25 Airport Revenue.

Section 163 and Grant Assurance 25 require the airport sponsor to receive not less than fair market value for the use, lease, encumbrance, transfer, or disposal of land, any facilities on such land, or any portion of such land or facilities. The sponsor must ensure that all revenues generated as a result of this project may only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.

The sponsor also has the responsibility to comply with all federal, state, and local environmental laws and regulations.

Additionally, any development on this parcel is still subject to airspace review under the requirements of 14 CFR part 77, and Grant Assurance 29 still requires the airport to update and maintain a current ALP.

If you have any questions, please ask.

Brian

From: Jeffrey Klein <jeff.klein@meadhunt.com>
Sent: Wednesday, October 18, 2023 3:40 PM
To: Schuck, Brian P (FAA) <Brian.P.Schuck@faa.gov>

TCE DESCRIPTION

A temporary construction easement in the Southwest Quarter of Section 19, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

All that part of the Southwest Quarter (SW1/4) of Section 19 lying east of the east right-of-way line of University Dr N, north of the northerly boundary line of the Replat of Riviera Heights 1st Addition, west of the west right-of-way line of 10th St N, and south of the following described line:

Commencing at the Northwest Corner of said SW1/4; thence S02°31'44"E on the west line of said SW1/4 a distance of 648.49 feet; thence N87°28'16"E perpendicular to said west line of the SW1/4 a distance of 33.00 feet to said east right-of-way line of University Dr N, said point being the Point of Beginning; thence continuing N87°28'16"E a distance of 977.55 feet; thence S02°31'44"E parallel with said west line of the SW1/4 a distance of 122.31 feet; thence S83°35'17"E a distance of 678.67 feet to the west right-of-way line of 10th St N and there terminating.

Said easement contains 5.25 acres, more or less.



FARGO WWTF FLOOD PROTECTION
CITY OF FARGO
FARGO, NORTH DAKOTA
TEMPORARY CONSTRUCTION EASEMENT

DRAWING TYPE EXHIBIT	CHECKED / APPROVED BG NS	SHEET 1
PREPARED BY NS	DATE 3/2/2021	DRAWING A
PROJECT NUMBER P00803-2016-070		

shawn

From: Andy Skatvold <andyskatvold@yahoo.com>
Sent: Monday, October 16, 2023 10:32 AM
To: shawn
Cc: Nick Torkildson; Mike Bannach
Subject: Hangar refinance



Mr. Dobberstein,

Please accept this email as authorization from KFAR Hangar, LLC to request a lease change to accommodate a refinancing of our hangar located at 3929 20th st n. Fargo, ND. I believe the new bank can work on preparing the documents needed to satisfy adding them to the lease. Please advise if you need anything else from our group to make this happen.

Sincerely,

Andy Skatvold
KFAR Hangar, LLC
701-261-3687

From: Mike Bannach <MBannach@fibt.com>
Sent: Tuesday, October 10, 2023 3:34 PM
To: Joan Stading <Joan@fargoairport.com>
Subject: KFAR Hanger, LLC

Joan,

I was given your name as good point of contact. I'm working on a loan to KFAR Hanger, LLC and need to know who can sign on behalf of the organization? We are preparing loan documents and will be in need of someone to sign off on a lease assignment we are taking. I have included in the attached a title search. We will be replacing Union State Bank (now Border Bank).

Mike



Mike Bannach
Branch President
4501 40th Ave. S. • Fargo, ND 58104
Direct: (701) 499-7601 • Cell: (701) 238-6028 • Fax: (701) 277-8998
Email: mbannach@fibt.com
Web: www.fibt.com



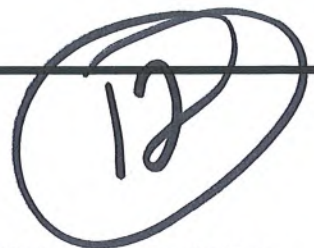
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Eight Years in a Row**

2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014

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shawn

From: Casey Fines <docfines@evergreensmiles.com>
Sent: Tuesday, October 10, 2023 8:51 AM
To: shawn
Subject: Updating lease
Attachments: Fly High Condo - Exhibit A.pdf; Fly High - Covenants.pdf; Fly High - Bylaws.pdf; Filing Acknowledgment_0006132246.pdf; EIN Confirmation.pdf; Certificate of Incorporation - Corporation - Domestic Nonprofit_0006132246.pdf



Shawn,

Here's all of our new condo documents. Let me know what the next steps are for updating the lease to the new condo association from the airport. The "old" condo and the "new" condo have exactly the same owners as before. I know I share with you the reasons for updating it. Sometimes it's best to start fresh.

Thanks,
Casey

--

Casey D Fines, D.D.S.

www.evergreensmiles.com

Office
1220 Main Ave #220
Fargo, ND 58103
Phone: 701-237-6307
Fax: 701-232-0203
Cell: 701-200-7027

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AMENDMENT OF GROUND LEASE AGREEMENT

THIS AGREEMENT, effective the ___ day of October, 2023, by and between **THE MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO, NORTH DAKOTA**, a public body, party of the first part, hereinafter called the “Lessor”, and **AIR CONDO ASSOCIATION**, a North Dakota non-profit corporation, party of the second part, hereinafter called the “Lessee”,

WITNESSETH:

WHEREAS, Lessee presently leases certain airport property more specifically shown on Exhibit “A”, for the purpose of maintaining a facility for the storage of airplanes, known as the **AIR CONDO ASSOCIATION**, located at 1633 23rd Avenue North, Fargo, North Dakota 58102, hereinafter referred to as “Ground Lease”, which has been extended on several occasions with the current extension expiring on June 30, 2025; and,

WHEREAS, Lessee has changed its name from **AIR CONDO ASSOCIATION** to **FLY HIGH CONDO ASSOCIATION**, as of December 30, 2022; and,

WHEREAS, Lessee’s ground rate shall increase on the anniversary date of the Ground Lease and any extensions thereto as set forth below; and,

WHEREAS, all other terms of the original Ground Lease and extensions remain unchanged except as modified herein; and,

NOW, THEREFORE, it is hereby agreed as follows:

1. Lessee’s name change became effective as of December 30, 2022, and it will be used by Lessee going forward.

2. All of the other terms and conditions of the original Ground Lease and any extensions thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first hereinabove written.

**THE MUNICIPAL AIRPORT AUTHORITY OF THE
CITY OF FARGO, NORTH DAKOTA, a public body**

By: _____
John G. Cosgriff, Chair

By: _____
Shawn A. Dobberstein, A.A.E. Executive Director

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this ____ day of October, 2023, before me, a notary public in and for said county and state, personally appeared **JOHN G. COSGRIFF** and **SHAWN A. DOBBERSTEIN**, to me known to be the Chair and Executive Director, respectively, of **THE MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO, NORTH DAKOTA**, the public body that is described herein and acknowledged to me that they executed the within and foregoing instrument and acknowledged to me that such public body executed the same.

Notary Public

**FLY HIGH CONDO ASSOCIATION, a North Dakota
Non-Profit Corporation**

By: _____
Casey Fines, DDS

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, a Notary Public in and for said county and state, personally appeared **CASEY FINES**, to me known to be the Managing Member of **FLY HIGH CONDO ASSOCIATION**, a North Dakota Non-Profit Corporation that is described in and that executed the within and foregoing instrument and acknowledged to me that such non-profit corporation executed the same.

Notary Public



Pricing Quote

Quote #: 80277-1011
Contract #: 2017025

Date Quoted: August 11, 2023
Quote Expires: September 10, 2023

Prepared For:

Andrew Holmen
Municipal Airport Authority
Fargo, ND

Prepared By:

Mti Distributing, Inc - Brooklyn Center
Lucas Palczewski
4830 Azelia Ave N
Brooklyn Center, MN 55429
Phone: 612-877-0863

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Customer's OMNIA Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	OMNIA	Total
1	4520N (39.51225)	Ventrac Tractor: KN, 4520N Kubota WG972 EFI <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	31,004.00	31,004.00
1	70.4167-99	Accessory: Kit, Heated Suspension Seat 4520	736.00	736.00
1	47.0452	Accessory: ARM REST Kit, Armrest, Kit Suspension Seat 4500/4520	165.60	165.60
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,481.20	1,481.20
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	400.20	400.20
1	MK960 (39.55155)	Attachment: MOWERS - WIDE AREA MK, MK960 Wide Area Mower	7,222.00	7,222.00
1	70.8203	Accessory: Kit, Hydraulic Flip Up MK	506.00	506.00
1	HQ682 (39.55118)	Attachment: MOWERS - TOUGH CUT HQ, HQ682 Mower, Tough Cut	4,669.00	4,669.00
1	70.8226	Accessory: Kit, Hydraulic Flip Up HQ682	506.00	506.00
1	KW452 (70.2014)	Accessory: CAB Cab, KW452 for 4500/4520	7,843.00	7,843.00
1	70.2006-4	Accessory: Kit, Mirror	142.60	142.60
1	70.8162	Accessory: Kit, Cab Hazard Lights	473.80	473.80
1	70.8161	Accessory: Kit, Cab Strobe Light	358.80	358.80
1	70.8148	Accessory: Kit, Cab Windshield Washer	234.60	234.60
1	70.2006-6	Accessory: Kit, Defrost Fan	253.00	253.00
1	70.2014-51	Accessory: CAB HEATER KIT 4500/4520 Y&Z Kit, KW452 Heatr Install 4500/4520 Y&Z	331.20	331.20
1	KJ520 (39.55401)	Attachment: BROOM KJ, KJ520 Broom	5,704.00	5,704.00
1	70.8211	Accessory: Kit, 12V Actuator KJ	377.20	377.20
1	70.4161	Accessory: 12V FRONT Kit, 12V Front 4520/4500	354.20	354.20
1	SA250 (70.2013)	Accessory: SPREADER, DROP SA250 SA, SA250 Drop Spreader	5,819.00	5,819.00

QTY	Model #	Description	OMNIA	Total
1	70.4179	Accessory: 12-VOLT REAR PLUG Kit, 12V Rear 4520	165.60	165.60
1	70.8140	Accessory: SPREADER SA250 INSTALL KIT 4000 SERIES Kit, SA250 Install 4200/4500/4520	386.40	386.40
1	KX523 (39.55427)	Attachment: SNOW BLOWER KX, KX523 52" Snowblower	5,561.40	5,561.40
1	70.8025	Accessory: Kit, 12V Actuator, HB/KX/LX	294.40	294.40
1	70.8072	Accessory: Kit, Deep Snow KX522, KX523	593.40	593.40
1	70.4169	Accessory: CANOPY Kit, Canopy	993.60	993.60
1	70.4170	Accessory: Kit, Fan for Canopy	395.60	395.60
1	70.4172	Accessory: Kit, Front Work Light for Canopy	165.60	165.60
1	70.4171	Accessory: Kit, Strobe Light for Canopy	450.80	450.80
1	70.4173	Accessory: WORK LIGHT LED Kit, Work Light LED 4520/4500	377.20	377.20
1	UTSW25VT	UTILITY VEHICLE SPRAY SYSTEM 2	1,830.00	1,830.00
TOTAL USD \$			79,795.40	

Notes:

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.
Quote is valid for 30 days; pending product availability
Net 30 Terms with qualified credit
Equipment delivery and set-up at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.





MTI Distributing
Equipment Quote
8/30/2023

13



Fargo Airport Authority

Quote Expiration Date: 9/29/2023
Omnia: 5076330

Qty	Model Number	Description	Omnia Price Each	Omnia Price Extended
1	31903	TORO Groundsmaster 3310 AWD w/Cab	\$41,886.00	\$41,886.00
1	31972	72" Side Discharge Deck	\$4,353.18	\$4,353.18
1	31978	Recycler Kit	\$450.84	\$450.84
1	31966	Auxillary Hydraulic Kit	\$911.82	\$911.82
1	31994	Accessory Control POD	\$501.54	\$501.54
1	31999	Hose Kit	\$734.76	\$734.76
1	31991	Road Light Kit	\$1,731.60	\$1,731.60
1	31996	Beacon Light Kit	\$364.26	\$364.26
1	T1620	Snow Thrower	\$8,295.00	\$8,295.00
1	AHA-1790	M-B Broom - 5'	\$6,664.28	\$6,664.28
1	131-6057	Quick Fitting Coupling	\$189.87	\$189.87
1	131-6058	Quick Fitting Coupling	\$233.12	\$233.12
TOTAL:				\$66,316.27

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Lucas Palczewski
Commercial Sales Rep
(612) 877-0863

Andrew Warcken
Inside Sales Rep
(763) 614-8100

MTI Distributing, Inc. • 4830 Azelia Ave N • Brooklyn Center, MN

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date: