



**FARGO HECTOR  
INTERNATIONAL  
AIRPORT**

# **REQUEST FOR PROPOSAL FOR PUBLIC PARKING FACILITIES**

## **ADDENDUM 1**

Date of Issue: July 16, 2026

Municipal Airport Authority of the City of Fargo  
PO Box 2845  
Fargo, ND 58108

## **NOTICE TO ALL POTENTIAL OFFERORS**

This Addendum modifies the original Public Parking Facilities RFP, which remains in full force except for the following changes. Offerors must incorporate the updates into their submission and refer to answers of official questions as necessary.

### **SECTION 1:** **CHANGES TO PUBLIC PARKING FACILITIES RFP**

1. RFP Page 12, Section 3.B.3: Snow Removal

**Original:** The Authority shall be responsible for the removal of snow, ice, or other frozen precipitation from the Facilities.

**New:** The operator is responsible for contracting and coordinating snow removal from the designated pay lots. Airport Authority staff may occasionally assist with removing snow piles if available. This is coordinated between staff and parking manager.

2. RFP Page 14-15, Section 3.E.2: Insurance and Indemnification

**Original:** Proposal shall carry and maintain, as an Operating Expense, the following insurance coverages: [a. through h.]

**New:** Proposal shall carry and maintain, as an Operating Expense, the Worker's Compensation insurance in compliance with the Worker's Compensation Act of the State of North Dakota. Proposal shall carry and maintain the following insurance coverages to be included in the Operator's Management Fee: [b. through h.]

3. RFP Page 15, Section 3.E.2.f

**Original:** Umbrella liability insurance with an annual aggregate limit of not less than \$100,000,000

**New:** Umbrella liability insurance with an annual aggregate limit of not less than \$10,000,000 (\$10 Million).

## **SECTION 2:**

### **QUESTIONS AND CLARIFICATIONS**

The answers and clarifications listed below shall be considered part of the Bid/RFP document for the Public Parking Facilities RFP.

#### 1. RFP Page 3, Section 1.B: Timeline and Schedule of Events

**Question:** A note on this page states that the timeline and schedule of events is subject to modification without notice. Have any changes been made at this point to the Timeline and Schedule of Events.

**Answer:** There have not been any changes made at this point to the Timeline and Schedule of Events.

#### 2. RFP Page 4, Section 1.E: Site Visit

**Question:** There is no formal site visit for this procurement. Does the airport wish to be notified in advance when we visit the facilities?

**Answer:** Notify Shawn Dobberstein, the RFP contact, when you plan to visit. Three firms have visited the parking facilities as of July 10.

#### 3. RFP Page 8, Section 2.C.5: Additional Facilities/Services/Technology

**Question:** Please confirm that selected operator will not need to provide shuttle service, valet parking, or employee lot management at this time.

**Answer:** We would like the selected operator to have the capability to provide those services if the Airport Authority board decides to implement the services. We have had seasonal shuttle and valet services before.

#### 4. RFP Page 8, Section 2.C.6: Gross Receipts

**Question:** Are the Gross Receipts numbers listed here calculated after deducting sales tax and credit card processing fees?

**Answer:** Yes – please note sales tax does not apply. Only credit card processing fees.

**Question:** Compared to the record growth the airport has been experiencing with enplanements the Gross Receipts do not seem to be matching those increases. Is there a known reason for this? Have there been rate changes, or changes in available parking spaces in the past three years?

**Answer:** The enplanements and gross receipts reflect the period while the parking ramp was under construction. The parking ramp was constructed on the short term parking lot that held approximately 238 vehicles. The daily rate for this

lot was \$22. The short term lot closed May 2024 and reopened as part of the parking ramp in August 2025. The true short term lot is the first floor of the parking ramp. The short term access was not available until March 2026. The airport closed all traffic lanes in front of the passenger terminal in August 2025 and reopened in March 2026. This resulted in the entire first floor to the parking ramp to be used as a dropoff/pickup area. The majority of the first floor of the parking ramp was unavailable for parking. Revenues were down as expected during the construction of the parking ramp. This has changed since the entire parking ramp opened. There have been rate changes. The parking ramp was \$25 per day when it opened in August 2025. It was reduced to \$22 per day on May 1, 2026. CAVU manages the dynamic pricing program for the Airport Authority.

5. RFP Page 9, Section 3.A

**Question:** Bullet 6 references credit card processing fees. Are these fees included in the Gross Revenue numbers provided?

**Answer:** Credit card processing fees are part of Gross Revenue then they are deducted along with other taxes, if applicable, when the net revenue is calculated.

6. RFP Page 11, Section 3.A: Non-reimbursable Expenses

**Question:** Please provide a copy of the existing parking brochure.

**Answer:** All parking information is on the [fargoairport.com](http://fargoairport.com) website. Information is requested from time to time from customers and hence the staff in the exit plaza provide a brochure when requested. See attached Exhibit A.

**Question:** Should non-reimbursable expenses also cover the design and management of the daily content for the Airport's parking page, as specified on page 10 of the RFP?

**Answer:** Yes. Design and management of the Airport's parking page should be included in the Operator's management fee.

7. RFP Page 12, Section 3.B.2 & 3.B.3: Cleaning and Snow Removal & Snow Removal

**Question:** Could you clarify whether the operator or the Authority is responsible for snow removal at the facilities? Additionally, should we allocate funds for snow removal in our budget? If so, could the MAA provide the annual expenses for snow and ice removal over the past three years?

**Answer:** The operator is responsible to contract and coordinate snow removal from the designated pay lots. Please include snow removal in your budget. The



Airport Authority staff will occasionally assist with removing snow piles from the designated pay lots if they have time. The staff coordinates this with the parking manager.

The Airport Authority ultimately pays for snow removal services the operator provides via a contract which is currently with Master Construction from Fargo. See Exhibit B for the annual expenses for snow and ice removal over the past three years. Be aware the fiscal years changed to match the Airport Authority calendar year cycle. SP+/Metropolis had a July 1 – June 30 fiscal year. This changed on January 1, 2025 to a calendar year. We have fortunately experienced mild winters for the past few years. Refer to Section 1.1 of this Addendum for the change to the RFP.

8. RFP Page 12, Section 3.B.8: Uniforms and Identification

**Question:** Are the operator's employees required to be badged by the Airport? If so, can you provide the initial and annual cost for badging employees?

**Answer:** The operator's employees are not required to be badged by the Airport.

9. RFP Page 13, Section 3.B.9: Repairs and Maintenance

**Question:** Other than general cleaning of the facility and maintenance of the PARCS, is the operator responsible for things such as elevator maintenance, lighting, etc.?

**Answer:** The Airport Authority has a service contract for the elevators. The Airport Authority will also replace lights in the parking ramp and lobby areas. The Airport Authority cleans/vacuums the lobby areas in the parking ramp to include the elevators. The operator is responsible for cleaning all four floors of the vehicle parking area in the ramp as well as the surface lots. This includes trash pickup and maintaining the trash receptacles on a daily basis.

10. RFP Page 13, Section 3.B.11: Monthly and Annual Reporting

**Question:** Is the required annual audited statement a reimbursable expense or should that be included in our management fee?

**Answer:** It should be included in your management fee.

11. RFP Page 14, Section 3.C.2: Management Fee

**Question:** Does the airport have a preference for a percent (%) management fee or a flat management fee?

**Answer:** The Airport Authority prefers a flat management fee.

12. RFP Page 14-15, Section 3.E.2: Insurance and Indemnification

**Question:** The RFP has conflicting information regarding if required Insurances are deemed Reimbursable Operating Expenses or to be included in the Operator's Management Fee. Please clarify.

**Answer:** Insurance should be a part of the Operator's Management Fee. Refer to Section 1.1 of this Addendum for the change to the RFP.

13. RFP Page 15, Section 3.E.2.f: Umbrella Liability Insurance

**Question:** Is the \$100,000,000 accurate? If not, what amount should that be?

**Answer:** This is an error. It should read \$10,000,000 (\$10 million). Refer to Section 1.1 of this Addendum for the change to the RFP.

14. RFP Page 23, Exhibit B: Rates by Parking Lot

**Question:** What date did the current rates go into effect? What were the rates before this increase?

**Answer:** The parking ramp rate was \$25/day from August 2025 to April 30, 2026. The rate decreased to \$22/day on May 1, 2026. The surface lot rates for long-term and economy have not changed for a few years. Dynamic Pricing via CAVU manages all online reservations and pricing.

**Question:** A note at the bottom of the chart states parking patrons are assessed a \$1.99 transaction fee. Are these fees collected included in the reported Gross Revenue numbers provided? If not, can you provide the total collected fees for the past three years?

**Answer:** Patrons are assessed a \$1.99 transaction fee by CAVU when customers make parking reservations from our website. It is not included in the gross revenue they report.

15. RFP Page 24, Exhibit C: Parking Equipment by Lot Location

**Question:** Is the current scan-to-pay system the proprietary Metropolis system? If so, will successful proposers be required to provide a scan-to-pay system for the economy overflow lot as well?

**Answer:** Yes, the current scan-to-pay system is the proprietary Metropolis system. Successful proposers are required to provide a scan-to-pay system for the economy overflow lot.

16. RFP Page 26, Exhibit E: Key Performance Indicators (KPIs)

**Question:** Please clarify whether the financial KPIs identified in Exhibit E (including Monthly NOI and DSCR) are intended as performance objectives or contractual guarantees.

- a. If these thresholds are not achieved due to circumstances beyond the Operator's control, will the Authority provide for equitable relief, cure periods, or other contractual remedies?

**Answer:** The financial KPIs are intended to function as performance objectives that the operator should strive to achieve under normal operating conditions. Although designated as "Mandatory" in the KPI Exhibit, the Authority recognizes that factors beyond the operator's control, such as adverse weather, flight cancellations, or other unforeseen events, may impact financial performance. KPI attainment will therefore be evaluated in the context of the operating environment and circumstances affecting performance.

**Question:** Please provide the Annual Debt Service for the Garage.

**Answer:** See Exhibit C of the Addendum for the Annual Summary of the Debt Service Schedule. The final annual Debt Service schedule is not finalized. As of July 10, we have not drawn the full \$40 million available. This should occur later in July 2026.

17. General

**Question:** Please provide the sample draft agreement for review.

**Answer:** A draft agreement is not available at this time.

**Question:** Please provide operating expense statement for the most recent full year.

**Answer:** See Exhibit D of the Addendum for the 2025 Operating Expense Statement.

**Question:** Please provide the most recent approved budget and management fee.

**Answer:** See Exhibit E of the Addendum for the Management Agreement including the budget and management fee for October 1, 2025 through December 31, 2026.

**Question:** Is there a bid bond required for this opportunity? If so, what is the amount?

**Answer:** No. There is no bid bond required.

**Question:** Please provide a current approved weekly staffing schedule, current staff pay rates by position, and the approved operating budget and management fee for the current year.

**Answer:** See Exhibit F for the July 2026 staffing schedule. Vendors are required to provide their proposed staffing schedule as part of their proposal and operational plan. The current pay rates provided are as follows:

Cashier: \$14.50 to \$15.00  
Office Manager: \$17.50  
Assistant Manager: \$45,000  
Manager: \$67,000

**Question:** Does the Authority provide any service vehicles for the Operator's use to perform the required scope of services?

**Answer:** No, the Authority does not provide service vehicles for the Operator's use.

**Question:** Will the Authority please consider providing a notice and reasonable cure period for any monetary and non-monetary Operator Default? For example, a 10-day and 30-day cure period for any monetary and non-monetary default, respectively?

**Answer:** Yes, the Authority may provide a notice and reasonable cure period for any monetary and non-monetary Operator default.

**Question:** How would one obtain copies of these documents (*Invitation for Bidding – Economy Parking Lot* from March 17, 2022 and *Invitation for Bidding – Parking Lot Exit Booth Facility* from March 8, 2022) and any resulting drawings or specifications related to the completion of these projects?

**Answer:** These documents are available upon request.

**Question:** Can you provide a copy of the contract the airport has with the current operator?

**Answer:** Yes. See Exhibit E for the airport's contract with the current operator.

**Question:** Can you provide copies of the past three years' MAA approved budgets for the parking operation?

**Answer:** See Exhibit E for the MAA's approved budget for parking.

**Question:** Can you provide copies of the Monthly Statement showing all Gross Receipts, Operating Expenses, management fee and net profit, as well as, backup materials for the past 12 months?

**Answer:** Monthly statements are available upon request.

Long Term  
Parking Ramp  
0-20min: Free  
Daily  
Maximum: \$22

W. Economy  
Lot  
\$2 per half  
hour  
Daily  
Maximum: \$9

Economy  
Overflow Lot  
\$9 per day  
\$1.99  
transaction fee



Short Term  
Parking Ramp  
0-20min: Free  
Daily  
Maximum: \$30

Long Term  
Surface Lot  
\$2 per half  
hour  
Daily  
Maximum: \$12

E. Economy  
Lot  
\$2 per half  
hour  
Daily  
Maximum: \$9

|                                         |                     |                    |
|-----------------------------------------|---------------------|--------------------|
| <b>SP PLUS</b>                          |                     |                    |
| <b>SNOW REMOVAL BUDGET – ACTUAL</b>     |                     |                    |
|                                         |                     |                    |
|                                         |                     |                    |
|                                         | <b>BUDGET</b>       | <b>ACTUAL</b>      |
|                                         |                     |                    |
| <b>JULY 1, 2023 – JUNE 30, 2024</b>     | <b>\$158,000.00</b> | <b>\$47,727.50</b> |
|                                         |                     |                    |
| <b>JULY 1, 2024 – DECEMBER 31, 2024</b> | <b>NONE</b>         | <b>\$19,977.50</b> |
|                                         |                     |                    |
| <b>JANUARY 1 – DECEMBER 31, 2025</b>    | <b>\$63,040.00</b>  | <b>\$13,150.00</b> |
|                                         |                     |                    |
| <b>JANUARY 1 – MAY 31, 2026 (YTD)</b>   | <b>\$126,080.00</b> | <b>\$57,502.00</b> |

## Bank of ND Debt Service Schedule - Annual Summary

Annualized from monthly schedule on 'Current BND Amort Schedule (2)' tab; based on actual monthly draws (rate 2.0%)

| Year         | Beginning Balance | Loan Draws          | Interest Accrued    | Principal Payments    | Interest Payments     | Total Payments        | Ending Balance | Months in Year |
|--------------|-------------------|---------------------|---------------------|-----------------------|-----------------------|-----------------------|----------------|----------------|
| 2024         | -                 | \$21,068,681        | \$63,926            | -                     | -                     | -                     | 21,068,681.02  | 7              |
| 2025         | \$21,068,681      | \$18,309,105        | \$576,059           | (\$1,332,900)         | (\$543,461)           | (\$1,876,361)         | 38,044,885.97  | 12             |
| 2026         | \$38,044,886      | \$622,214           | \$752,653           | (\$1,194,350)         | (\$748,786)           | (\$1,943,135)         | 37,472,750.32  | 12             |
| 2027         | \$37,472,750      | -                   | \$735,520           | (\$1,194,464)         | (\$739,501)           | (\$1,933,966)         | 36,278,285.94  | 12             |
| 2028         | \$36,278,286      | -                   | \$711,491           | (\$1,206,409)         | (\$715,512)           | (\$1,921,921)         | 35,071,876.92  | 12             |
| 2029         | \$35,071,877      | -                   | \$687,222           | (\$1,218,473)         | (\$691,284)           | (\$1,909,757)         | 33,853,403.81  | 12             |
| 2030         | \$33,853,404      | -                   | \$662,710           | (\$1,230,658)         | (\$666,813)           | (\$1,897,470)         | 32,622,745.97  | 12             |
| 2031         | \$32,622,746      | -                   | \$637,954           | (\$1,242,964)         | (\$642,097)           | (\$1,885,061)         | 31,379,781.55  | 12             |
| 2032         | \$31,379,782      | -                   | \$612,949           | (\$1,255,394)         | (\$617,134)           | (\$1,872,528)         | 30,124,387.49  | 12             |
| 2033         | \$30,124,387      | -                   | \$587,695           | (\$1,267,948)         | (\$591,922)           | (\$1,859,870)         | 28,856,439.48  | 12             |
| 2034         | \$28,856,439      | -                   | \$562,188           | (\$1,280,627)         | (\$566,457)           | (\$1,847,084)         | 27,575,811.99  | 12             |
| 2035         | \$27,575,812      | -                   | \$536,426           | (\$1,293,434)         | (\$540,738)           | (\$1,834,171)         | 26,282,378.23  | 12             |
| 2036         | \$26,282,378      | -                   | \$510,407           | (\$1,306,368)         | (\$514,761)           | (\$1,821,129)         | 24,976,010.14  | 12             |
| 2037         | \$24,976,010      | -                   | \$484,127           | (\$1,319,432)         | (\$488,525)           | (\$1,807,957)         | 23,656,578.36  | 12             |
| 2038         | \$23,656,578      | -                   | \$457,584           | (\$1,332,626)         | (\$462,026)           | (\$1,794,652)         | 22,323,952.26  | 12             |
| 2039         | \$22,323,952      | -                   | \$430,776           | (\$1,345,952)         | (\$435,263)           | (\$1,781,215)         | 20,977,999.90  | 12             |
| 2040         | \$20,978,000      | -                   | \$403,700           | (\$1,359,412)         | (\$408,232)           | (\$1,767,643)         | 19,618,588.02  | 12             |
| 2041         | \$19,618,588      | -                   | \$376,353           | (\$1,373,006)         | (\$380,930)           | (\$1,753,936)         | 18,245,582.02  | 12             |
| 2042         | \$18,245,582      | -                   | \$348,733           | (\$1,386,736)         | (\$353,356)           | (\$1,740,092)         | 16,858,845.96  | 12             |
| 2043         | \$16,858,846      | -                   | \$320,837           | (\$1,400,603)         | (\$325,505)           | (\$1,726,109)         | 15,458,242.54  | 12             |
| 2044         | \$15,458,243      | -                   | \$292,661           | (\$1,414,609)         | (\$297,376)           | (\$1,711,986)         | 14,043,633.09  | 12             |
| 2045         | \$14,043,633      | -                   | \$264,204           | (\$1,428,756)         | (\$268,966)           | (\$1,697,722)         | 12,614,877.54  | 12             |
| 2046         | \$12,614,878      | -                   | \$235,462           | (\$1,443,043)         | (\$240,272)           | (\$1,683,315)         | 11,171,834.44  | 12             |
| 2047         | \$11,171,834      | -                   | \$206,433           | (\$1,457,474)         | (\$211,291)           | (\$1,668,765)         | 9,714,360.90   | 12             |
| 2048         | \$9,714,361       | -                   | \$177,113           | (\$1,472,048)         | (\$182,020)           | (\$1,654,068)         | 8,242,312.63   | 12             |
| 2049         | \$8,242,313       | -                   | \$147,501           | (\$1,486,769)         | (\$152,457)           | (\$1,639,225)         | 6,755,543.88   | 12             |
| 2050         | \$6,755,544       | -                   | \$117,592           | (\$1,501,636)         | (\$122,597)           | (\$1,624,234)         | 5,253,907.43   | 12             |
| 2051         | \$5,253,907       | -                   | \$87,384            | (\$1,516,653)         | (\$92,439)            | (\$1,609,092)         | 3,737,254.63   | 12             |
| 2052         | \$3,737,255       | -                   | \$56,874            | (\$1,531,819)         | (\$61,980)            | (\$1,593,799)         | 2,205,435.29   | 12             |
| 2053         | \$2,205,435       | -                   | \$26,059            | (\$1,547,138)         | (\$31,216)            | (\$1,578,353)         | 658,297.77     | 12             |
| 2054         | \$658,298         | -                   | \$5,486             | (\$658,298)           | (\$7,680)             | (\$665,978)           | -              | 5              |
| <b>Total</b> |                   | <b>\$40,000,000</b> | <b>\$12,076,078</b> | <b>(\$40,000,000)</b> | <b>(\$12,100,596)</b> | <b>(\$52,100,596)</b> | -              |                |

Note: 2024 and 2054 are partial years (7 and 5 months respectively, per the underlying monthly schedule).



## December 2025

## REVENUE

|                            |  |
|----------------------------|--|
| Monthly Parking            |  |
| Transient Parking          |  |
| Valet Parking              |  |
| Valet Parking              |  |
| <b>Total Gross Revenue</b> |  |
| Sales Tax (Parking)        |  |
| <b>Total Revenue</b>       |  |

- Salaries & Wages
- Payroll Taxes & Burden
- Health, Welfare & Pension
- Uniforms & Laundry
- Garage Supplies
- Printing & Ticket
- Office Supplies
- Parking & Auto
- Repairs & Maintenance
- Snow Removal
- Signs
- Office Equipment
- Security
- HUB Monitoring Service
- Other Insurance
- Computer Expense
- Utilities
- Telephone & Computer
- Fixed Management Fee
- Metropolis SaaS Fee
- Rental Equipment
- Advertising & Publicity
- Postage & Freight

 a  metropolis company

# **FARGO - HECTOR INTL AIRPORT SUMMARY**

December 2025

| CURRENT MONTH |              |            |
|---------------|--------------|------------|
| Actual        | Budget       | Variance   |
| 1,131.72      | .00          | (1,131.72) |
| 106.10        | 400.00       | 293.90     |
| 14,361.31     | 13,100.00    | (1,261.31) |
| 133.63        | 125.00       | (8.63)     |
| 80,952.17     | 110,570.00   | 29,617.83  |
| 521,387.83    | (110,570.00) | 631,957.83 |

Data Processing Fees  
 Recruiting Expense  
 Credit Card Fees  
 Miscellaneous Expense  
**TOTAL OPERATING EXPENSES**  
**Net Operating Income (Loss)**  
**Amt Due Owner - Check Herewith**

| YEAR-TO-DATE |              |              |
|--------------|--------------|--------------|
| Actual       | Budget       | Variance     |
| 6,126.11     | .00          | (6,126.11)   |
| 1,229.33     | 2,400.00     | 1,170.67     |
| 85,114.09    | 78,600.00    | (6,514.09)   |
| 821.98       | 750.00       | (71.98)      |
| 440,562.66   | 523,628.00   | 83,065.34    |
| 2,632,635.43 | (523,628.00) | 3,156,263.43 |
| 521,387.83   |              |              |

| ANNUAL<br>BUDGET<br>Total |
|---------------------------|
| .00                       |
| 2,400.00                  |
| 78,600.00                 |
| 750.00                    |
| 523,628.00                |
| (523,628.00)              |

**SIXTH AMENDMENT OF MANAGEMENT AGREEMENT**

This SIXTH AMENDMENT OF MANAGEMENT AGREEMENT (this “**Sixth Amendment**”) is made and entered into as of the 1<sup>st</sup> day of July 2025, by and between the Municipal Airport Authority of the City of Fargo, North Dakota (“**MAA**”), and SP Plus LLC, a Delaware limited liability company (“**Operator**”).

**WITNESSETH:**

THAT, WHEREAS, MAA and SP Plus Corporation are parties to a certain Management Agreement dated July 1, 2020, as amended by the First Amendment of Management Agreement dated July 1, 2021; Second Amendment of Management Agreement dated July 1, 2022; Third Amendment of Management Agreement dated July 1, 2023; Fourth Amendment of Management Agreement dated April 1, 2024; and Fifth Amendment of Management Agreement dated July 1, 2024 (as amended, the “**Agreement**”), pursuant to which Operator has managed on behalf of MAA all parking operations at the MAA’s parking facilities at Fargo Hector International Airport (the “**Premises**”), all as more particularly set forth in the Agreement;

WHEREAS, SP Plus Corporation, a Delaware corporation, converted to SP Plus LLC, a Delaware limited liability company; and

WHEREAS, MAA and Operator desire to amend and extend the Agreement upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS AND DEFINITIONS.** The above recitals are incorporated herein. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless such terms are expressly defined otherwise herein.

2. **TERM.** The Initial Term of the Agreement shall be revised and extended to continue through and include December 31, 2026. The Agreement shall remain subject to termination and renewal pursuant to the original terms set forth therein.

3. **COMPENSATION.**

- (a) The Budget for the time period October 1, 2025 through December 31, 2026 is attached to this Sixth Amendment as **Exhibit A**. The payment terms for Operating Expenses shall remain as originally set forth in the Agreement.

- (b) Beginning October 1, 2025 and continuing through December 31, 2026, the Management Fee shall be Eighteen Thousand Eight Hundred Sixty-Four and 60/100 Dollars (\$18,864.60) per month. The payment terms for the Management Fee Expenses shall remain as originally set forth in the Agreement.

4. **NO OTHER CHANGES.** Except to the extent expressly modified by this Sixth Amendment, all of the original terms and provisions of the Agreement are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment as of the date first above written.

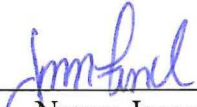
MAA:

OPERATOR:

**Municipal Airport Authority  
of the City of Fargo, North Dakota**

**SP Plus LLC**

By: 

By: 

Name: Paula A.C. Ekman

Name: Jason Finch

Title: Chairman

Title: President – West Airports

By: 

Name: Shawn A. Dobberstein, AAE

Title: Executive Director

## Exhibit A

### Budget



Hector International Airport  
SP+/Metropolis  
Fiscal Year 2026

#### **PAYROLL**

##### MANAGEMENT

|                            |                   |
|----------------------------|-------------------|
| Facility Manager           | \$ 83,203         |
| Assistant Facility Manager | \$ 58,882         |
|                            | <b>\$ 142,085</b> |

##### CASHIER/CUSTOMER SERVICE AGENT/LPI

|                                                                             |                   |
|-----------------------------------------------------------------------------|-------------------|
| Office Manager                                                              | \$ 51,969         |
| Cashiers: 126 hours/week x pay rate x # of pay periods/month                | \$ 127,178        |
| Additional Cashier Hours: 40 hours/week x pay rate x # of pay periods/month | \$ 0              |
| Maintenance: 32 hours/week x pay rate x # of pay periods/month              | \$ 32,299         |
| LPI Agent Hours: 42 hours/week x pay rate x # of pay periods/month          | \$ 42,393         |
|                                                                             | <b>\$ 253,839</b> |
|                                                                             | <b>\$ 395,924</b> |

##### ADDITIONAL PAYROLL

|                            |                   |
|----------------------------|-------------------|
| Vacation/Holiday/OT & 401k | <b>\$ 21,188</b>  |
|                            | <b>\$ 417,111</b> |

Payroll Taxes & Workers Compensation  
Health Insurance

|                   |
|-------------------|
| \$ 43,797         |
| \$ 54,400         |
| <b>\$ 98,197</b>  |
| <b>\$ 515,308</b> |

##### OPERATING EXPENSES

|                                             |            |            |
|---------------------------------------------|------------|------------|
| Uniform & Laundry                           |            | \$ 3,300   |
| Garage Supplies                             |            | \$ 11,250  |
| Stationary/Office Supplies                  |            | \$ -       |
| Office Supplies/Computer                    |            | \$ 1,500   |
| Office Equipment                            |            | \$ 1,125   |
| Ticket Expense                              |            | \$ 5,670   |
| Technical Services Expense (PCI Compliance) | (MGMT Fee) | \$ -       |
| Company Auto Expense                        | (MGMT Fee) | \$ -       |
| Parking & Auto                              | (MGMT Fee) | \$ 750     |
| Telephone/Telephone Long Distance           | (MGMT Fee) | \$ -       |
| Mobile Telephone (FM/AFM's)                 | (MGMT Fee) | \$ -       |
| Telephone Local                             | (MGMT Fee) | \$ -       |
| Advertising/Marketing                       |            | \$ -       |
| Towing                                      |            | \$ 1,950   |
| Computer Expense                            | (MGMT Fee) | \$ -       |
| Postage & Freight                           |            | \$ 375     |
| Payroll Processing Charge                   | (MGMT Fee) | \$ -       |
| Accounts Payable Processing Charge          | (MGMT Fee) | \$ -       |
| Recruiting Expense/Background Checks        |            | \$ 6,000   |
| Sign Shop Cost                              |            | \$ 1,875   |
| Property Taxes - Real (Exempt)              |            | \$ -       |
| Waste Removal                               |            | \$ 157,600 |
| Local Listing Fee                           | (MGMT Fee) | \$ -       |
| Online Parking Fees                         |            | \$ -       |



|                                         |            |    |                  |
|-----------------------------------------|------------|----|------------------|
| Utilities – Electric                    |            | \$ | 5,594            |
| Utilities – Water                       |            | \$ | 4,125            |
| Mystery Shops                           |            | \$ | 1,125            |
| Liability Insurance                     | (MGMT Fee) | \$ | -                |
| Liability Insurance – Auto and Shuttle  | (MGMT Fee) | \$ | -                |
| R&M Revenue Control                     |            | \$ | 18,000           |
| R&M Plumbing                            |            | \$ | 750              |
| R&M Land & Buildings                    |            | \$ | 9,000            |
| Repairs and Maintenance                 |            | \$ | 7,500            |
| Offsite Rent                            |            | \$ | -                |
| Remote Management Services Monthly Fees |            | \$ | 27,000           |
| Credit Card Fees                        |            | \$ | 196,500          |
| Transportation Studies (2x per year)    | (MGMT Fee) | \$ | -                |
| Bank Charges                            | (MGMT Fee) | \$ | -                |
| New Depreciation – (surface repair)     | (MGMT Fee) | \$ | -                |
| Depreciation                            | (MGMT Fee) | \$ | -                |
| Miscellaneous Expense                   |            | \$ | 750              |
| Subtotal Operating Expenses             |            | \$ | <u>461,739</u>   |
| <b>TOTAL OPERATING EXPENSES</b>         |            | \$ | <u>977,047</u>   |
| <b>FIXED MANAGEMENT FEE</b>             |            | \$ | <u>282,969</u>   |
| <b>TOTAL BUDGET</b>                     |            | \$ | <u>1,260,016</u> |

1 - SP+ will remain the Merchant of Record for Credit Card Processing and fees shall be deducted from Revenues in addition to Operating Expenses.

**FIFTH AMENDMENT OF MANAGEMENT AGREEMENT**

This FIFTH AMENDMENT OF MANAGEMENT AGREEMENT (this “**Fifth Amendment**”) is made and entered into as of the 1st day of July 2024, by and between the Municipal Airport Authority of the City of Fargo, North Dakota (“**MAA**”), and SP Plus Corporation, a Delaware corporation (“**Operator**”).

**WITNESSETH:**

THAT, WHEREAS, MAA and Operator are parties to a certain Management Agreement dated July 1, 2020, as amended by the First Amendment of Management Agreement dated July 1, 2021; Second Amendment of Management Agreement dated July 1, 2022 and; Third Amendment of Management Agreement dated July 1, 2023 and; Fourth Amendment of Management Agreement dated April 1, 2024 (as amended, the “**Agreement**”), pursuant to which Operator has managed on behalf of MAA all parking operations at the MAA’s parking facilities at Fargo Hector International Airport (the “**Premises**”), all as more particularly set forth in the Agreement; and

WHEREAS, MAA and Operator desire to amend and extend the Agreement upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS AND DEFINITIONS.** The above recitals are incorporated herein. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless such terms are expressly defined otherwise herein.

2. **VALET SERVICE.** Beginning August 1, 2024, Operator shall provide valet services at the Premises pursuant to the terms set forth below:

- (a) Operator shall: (i) pick up vehicles of airport guests and visitors at a designated staging area near the West Economy Parking Lot (the “**Staging Area**”); (ii) park the vehicles using the on-site parking facilities at the Premises; and (iii) return the vehicles to the Staging Area at the request of the valet service customers (collectively, the “**Valet Service**”).
- (b) Operator shall operate and manage the Valet Service and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner.
- (c) Operator shall employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.

- (d) Operator shall routinely maintain the Staging Area in a clean and orderly manner according to standards reasonably acceptable to MAA.
- (e) Operator shall advise and cooperate with MAA in the development and implementation of rules and regulations applicable to the Valet Service, and enforce such rules and regulations as MAA shall adopt.
- (f) The Valet Services shall be provided between the hours of 4:00 a.m. and 11:59 p.m. daily. The daily rate for valet parking shall be \$28.00 per day. The hours of operation and daily valet parking rate may be modified upon the written agreement of the parties.
- (g) Operator shall collect the receipts derived from the Valet Service. Such receipts shall be considered "Gross Receipts" as defined under the Agreement and remitted to MAA accordingly.
- (h) Any costs or expenses incurred by Operator in performing the Valet Service shall be considered an "Operating Expense" as defined under the Agreement and reimbursed to Operator accordingly.

3. **SEASONAL SHUTTLE SERVICE.** MAA may modify the dates Operator operates the seasonal Shuttle Service as set forth in Section 3 of the Agreement. MAA shall notify Operator in writing at least forty-five (45) days' in advance prior to the effective date of any change to the seasonal Shuttle Service schedule. Any increased costs or expenses incurred by Operator due to the change in schedule shall be considered an "Operating Expense" as defined in the Agreement and reimbursed to Operator accordingly.

#### 4. **COMPENSATION.**

- (a) The Budget for the time period July 1, 2024 - December 31, 2024 is attached to this Fifth Amendment as **Exhibit A**. The Budget attached to this Fifth Amendment shall replace the Budget included in the Fourth Amendment. Operator shall prepare and submit to MAA separate Budget for the time period January 1, 2025 - September 30, 2025. The payment terms for Operating Expenses shall remain as originally set forth in the Agreement.
- (b) The Management Fee for the month of July 2024 shall be Sixteen Thousand Four Hundred Forty-Four and 00/100 Dollars (\$16,444.00). Beginning August 1, 2024 and continuing through December 31, 2024, the Management Fee shall be Eighteen Thousand Ninety-Eight and 00/100 Dollars (\$18,098.00) per month. Beginning January 1, 2025, the Management Fee shall increase to the amount set forth in the new budget. The payment terms for the Management Fee and Expenses shall remain as originally set forth in the Agreement.

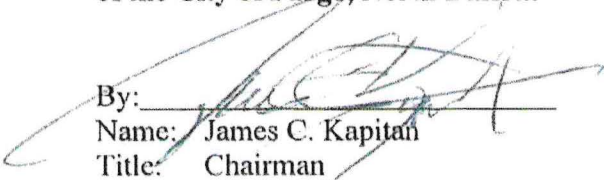


5. **NO OTHER CHANGES.** Except to the extent expressly modified by this Fifth Amendment, all of the original terms and provisions of the Agreement are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date first above written.

MAA:

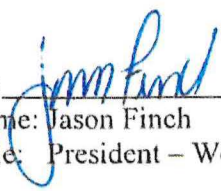
**Municipal Airport Authority  
of the City of Fargo, North Dakota**

By: 

Name: James C. Kapitan  
Title: Chairman

OPERATOR:

**SP Plus Corporation**

By: 

Name: Jason Finch  
Title: President – West Airports

By: Shawn A. Dobberstein, AAE

Name: Shawn A. Dobberstein, AAE  
Title: Executive Director

5. **NO OTHER CHANGES.** Except to the extent expressly modified by this Fifth Amendment, all of the original terms and provisions of the Agreement are hereby confirmed and shall remain in full force and effect.

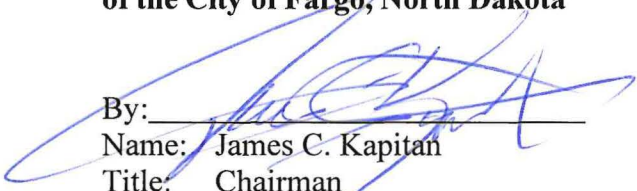
IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date first above written.

MAA:

OPERATOR:

**Municipal Airport Authority  
of the City of Fargo, North Dakota**

**SP Plus Corporation**

By:   
Name: James C. Kapitan  
Title: Chairman

By: \_\_\_\_\_  
Name: Jason Finch  
Title: President – West Airports

By: Shawn A. Dobberstein, AAE  
Name: Shawn A. Dobberstein, AAE  
Title: Executive Director

**Exhibit A**

Budget



Hector International Airport  
SP+ Airport Services  
Fiscal Year 2024

**PAYROLL**

MANAGEMENT

|                            | <b>TOTAL</b>     |
|----------------------------|------------------|
| Facility Manager           | \$ 30,351        |
| Assistant Facility Manager | \$ 22,001        |
|                            | <u>\$ 52,352</u> |

CASHIER/LICENSE PLATE INVENTORY

|                                                                                       |                   |
|---------------------------------------------------------------------------------------|-------------------|
| Office Manager                                                                        | \$ 20,462         |
| Cashiers -- 160 hours/week x weighted average rate x # of pay periods/month           | \$ 64,960         |
| Additional Cashier Hours: 40 hours/week x weighted avg. rate x # of pay periods/month | \$ 0              |
|                                                                                       | <u>\$ 85,422</u>  |
|                                                                                       | <u>\$ 137,773</u> |

**ADDITIONAL PAYROLL**  
Vacation/Holiday/OT & 401k

\$ 4,534

\$ 142,307

Payroll Taxes & Workers Compensation  
Health Insurance

\$ 14,515

\$ 21,564

\$ 36,079

\$ 178,386

OPERATING EXPENSES

|                                             |           |
|---------------------------------------------|-----------|
| Uniform & Laundry                           | \$ 2,100  |
| Garage Supplies                             | \$ 2,700  |
| Stationary/Office Supplies                  | \$ -      |
| Office Supplies/Computer                    | \$ 240    |
| Office Equipment                            | \$ 450    |
| Ticket Expense                              | \$ 1,890  |
| Technical Services Expense (PCI Compliance) | \$ -      |
| Company Auto Expense                        | \$ -      |
| Parking & Auto                              | \$ 300    |
| Telephone/Telephone Long Distance           | \$ -      |
| Mobile Telephone (FM/AFM's)                 | \$ -      |
| Telephone Local                             | \$ -      |
| Advertising/Marketing                       | \$ -      |
| Towing                                      | \$ 850    |
| Computer Expense                            | \$ -      |
| Postage & Freight                           | \$ 90     |
| Payroll Processing Charge                   | \$ -      |
| Accounts Payable Processing Charge          | \$ -      |
| Recruiting Expense/Background Checks        | \$ 3,000  |
| Sign Shop Cost                              | \$ 540    |
| Property Taxes -- Real (Exempt)             | \$ -      |
| Waste Removal                               | \$ 80,000 |
| Local Listing Fee                           | \$ -      |
| Online Parking Fees                         | \$ 1,050  |
| Utilities -- Electric                       | \$ 3,000  |



|                                         |            |    |                |
|-----------------------------------------|------------|----|----------------|
| Utilities – Water                       |            | \$ | 1,650          |
| Mystery Shops                           |            | \$ | 420            |
| Liability Insurance                     | (MGMT Fee) | \$ | -              |
| Liability Insurance – Auto and Shuttle  | (MGMT Fee) | \$ | -              |
| R&M Revenue Control                     |            | \$ | 15,000         |
| R&M Plumbing                            |            | \$ | 300            |
| R&M Land & Buildings                    |            | \$ | 3,600          |
| Repairs and Maintenance                 |            | \$ | 3,000          |
| Offsite Rent                            |            | \$ | -              |
| <b>Shuttle Operation</b>                |            | \$ | 70,349         |
| <b>Valet Operation</b>                  |            | \$ | 130,125        |
| Remote Management Services Monthly Fees |            | \$ | 10,800         |
| Credit Card Fees                        |            | \$ | 84,965         |
| Transportation Studies (2x per year)    | (MGMT Fee) | \$ | -              |
| Bank Charges                            | (MGMT Fee) | \$ | -              |
| New Depreciation – (surface repair)     | (MGMT Fee) | \$ | -              |
| Depreciation                            | (MGMT Fee) | \$ | -              |
| <u>Miscellaneous Expense</u>            |            | \$ | 300            |
| Subtotal Operating Expenses             |            | \$ | <u>405,319</u> |
| <b>TOTAL OPERATING EXPENSES</b>         |            | \$ | <u>583,705</u> |
| <b>FIXED MANAGEMENT FEE</b>             |            | \$ | <u>106,936</u> |
| <b>TOTAL BUDGET</b>                     |            | \$ | <b>702,041</b> |

1 - SP+ will remain the Merchant of Record for Credit Card Processing and fees shall be deducted from Revenues in addition to Operating Expenses.

#### **FOURTH AMENDMENT OF MANAGEMENT AGREEMENT**

This FOURTH AMENDMENT OF MANAGEMENT AGREEMENT (this "**Fourth Amendment**") is made and entered into as of the 1st day of April 2024, by and between the Municipal Airport Authority of the City of Fargo, North Dakota ("**MAA**"), and SP Plus Corporation, a Delaware corporation ("**Operator**").

#### **WITNESSETH:**

THAT, WHEREAS, MAA and Operator are parties to a certain Management Agreement dated July 1, 2020, as amended by the First Amendment of Management Agreement dated July 1, 2021; Second Amendment of Management Agreement dated July 1, 2022 and; Third Amendment of Management Agreement dated July 1, 2023 (as amended, the "**Agreement**"), pursuant to which Operator has managed on behalf of MAA all parking operations at the MAA's parking facilities at Fargo Hector International Airport (the "**Premises**"), all as more particularly set forth in the Agreement; and

WHEREAS, MAA and Operator desire to amend and extend the Agreement upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS AND DEFINITIONS.** The above recitals are incorporated herein. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless such terms are expressly defined otherwise herein.

2. **TERM.** The Initial Term of the Agreement shall be revised and extended to continue through and include September 30, 2025. The Agreement shall remain subject to termination and renewal pursuant to the original terms set forth therein.

3. **COMPENSATION.**

(a) The Budget for the time period July 1, 2024 - December 31, 2024 is attached to this Fourth Amendment as **Exhibit A**. Operator shall prepare and submit to MAA separate Budget for the time period January 1, 2025 - September 30, 2025. The payment terms for Operating Expenses shall remain as originally set forth in the Agreement.

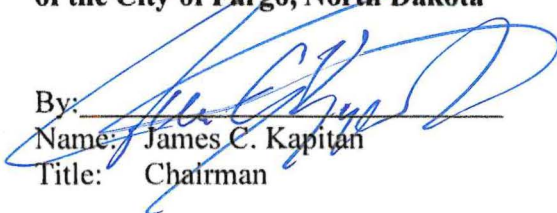
(b) Beginning July 1, 2024 and continuing through June 30, 2025, the Management Fee shall be Sixteen Thousand Four Hundred Forty-Three and 92/100 Dollars (\$16,443.92) per month. Beginning July 1, 2025, the Management Fee shall automatically increase by three percent (3%). The payment terms for the Management Fee Expenses shall remain as originally set forth in the Agreement.

4. **NO OTHER CHANGES.** Except to the extent expressly modified by this Fourth Amendment, all of the original terms and provisions of the Agreement are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date first above written.

MAA:

**Municipal Airport Authority  
of the City of Fargo, North Dakota**

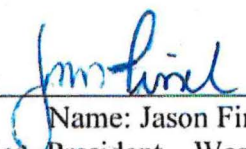
By: 

Name: James C. Kapitan

Title: Chairman

OPERATOR:

**SP Plus Corporation**

By: 

Name: Jason Finch

Title: President – West Airports

By: 

Name: Shawn A. Dobberstein, AAE

Title: Executive Director

**Exhibit A**

**Budget**



### THIRD AMENDMENT OF MANAGEMENT AGREEMENT

This THIRD AMENDMENT OF MANAGEMENT AGREEMENT (this “**Amendment**”) is made and entered into as of the 1<sup>st</sup> day of July 2023, by and between the Municipal Airport Authority of the City of Fargo, North Dakota (“**MAA**”), and SP Plus Corporation, a Delaware corporation (“**Operator**”).

#### WITNESSETH:

THAT, WHEREAS, MAA and Operator are parties to a certain Management Agreement dated as of July 1, 2020 (the “**Agreement**”), pursuant to which Operator has managed on behalf of MAA all parking operations at the MAA’s parking facilities at Fargo Hector International Airport (the “**Premises**”), all as more particularly set forth in the Agreement; and

WHEREAS, MAA and Operator desire to amend and extend the Agreement upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS AND DEFINITIONS.** The above recitals are incorporated herein. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless such terms are expressly defined otherwise herein.

2. **TERM.** The Initial Term of the Agreement shall be revised and extended to continue through and until June 30, 2024. Continuation of the Initial Term of the Agreement from July 1, 2023 through June 30, 2024 (the “**Fourth Agreement Year**”), is hereby confirmed. The Agreement shall remain subject to termination and renewal pursuant to the original terms set forth therein.

3. **COMPENSATION.**

- (a) The Budget for the Fourth Agreement Year (July 1, 2023 – June 30, 2024) is attached to this Amendment as **Exhibit A**. The payment terms for Operating Expenses shall remain as originally set forth in the Agreement.
- (b) During the Fourth Agreement Year, from July 1, 2023, through and including December 31, 2023, the Management Fee shall be Thirteen Thousand Six Hundred Forty-One Dollars (\$13,641.00) per month. Thereafter, from January 1, 2024 to June 30, 2024, the Management Fee shall increase to Fifteen Thousand Nine Hundred and Sixty-Five Dollars (\$15,965.00) per month. The payment terms for the Management Fee Expenses shall remain as originally set forth in the Agreement.

4. **NO OTHER CHANGES.** Except to the extent expressly modified by this Amendment, all of the original terms and provisions of the Agreement are hereby confirmed and shall remain in full force and effect.

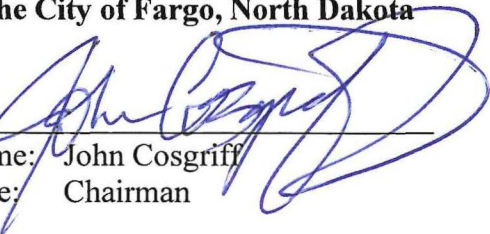
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

MAA:

OPERATOR:

**Municipal Airport Authority  
of the City of Fargo, North Dakota**

**SP Plus Corporation**

By: 

Name: John Cosgriff

Title: Chairman

By: 

Name: Jason Finch

Title: President – West Airports

By: 

Name: Shawn A. Dobberstein, AAE

Title: Executive Director



|                                           |            |    |                |
|-------------------------------------------|------------|----|----------------|
| Mystery Shops                             |            | \$ | 840            |
| Liability Insurance                       | (MGMT Fee) | \$ | -              |
| Liability Insurance – Auto and Shuttle    | (MGMT Fee) | \$ | -              |
| R&M Revenue Control                       |            | \$ | 18,000         |
| R&M Plumbing                              |            | \$ | 600            |
| R&M Land & Buildings                      |            | \$ | 7,200          |
| Repairs and Maintenance                   |            | \$ | 6,000          |
| Offsite Rent                              |            | \$ | -              |
| Shuttle Rental/Fuel/Supplies/R&M          |            | \$ | 37,586         |
| Remote Management Services Install & Fees |            | \$ | 21,600         |
| Credit Card Fees                          |            | \$ | 146,400        |
| Transportation Studies (2x per year)      | (MGMT Fee) | \$ | -              |
| Bank Charges                              | (MGMT Fee) | \$ | -              |
| New Depreciation – (surface repair)       | (MGMT Fee) | \$ | -              |
| Depreciation                              | (MGMT Fee) | \$ | -              |
| Miscellaneous Expense                     |            | \$ | 600            |
| Subtotal Operating Expenses               |            | \$ | <u>436,326</u> |
| <b>TOTAL OPERATING EXPENSES</b>           |            | \$ | <u>742,119</u> |
| <b>FIXED MANAGEMENT FEE</b>               |            | \$ | <u>177,633</u> |
| <b>TOTAL BUDGET</b>                       |            | \$ | <u>919,752</u> |

1 - SP+ will remain the Merchant of Record for Credit Card Processing and fees shall be deducted from Revenues in addition to Operating Expenses.

### THIRD AMENDMENT OF MANAGEMENT AGREEMENT

This THIRD AMENDMENT OF MANAGEMENT AGREEMENT (this “**Amendment**”) is made and entered into as of the 1<sup>st</sup> day of July 2023, by and between the Municipal Airport Authority of the City of Fargo, North Dakota (“**MAA**”), and SP Plus Corporation, a Delaware corporation (“**Operator**”).

#### WITNESSETH:

THAT, WHEREAS, MAA and Operator are parties to a certain Management Agreement dated as of July 1, 2020 (the “**Agreement**”), pursuant to which Operator has managed on behalf of MAA all parking operations at the MAA’s parking facilities at Fargo Hector International Airport (the “**Premises**”), all as more particularly set forth in the Agreement; and

WHEREAS, MAA and Operator desire to amend and extend the Agreement upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS AND DEFINITIONS.** The above recitals are incorporated herein. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless such terms are expressly defined otherwise herein.

2. **TERM.** The Initial Term of the Agreement shall be revised and extended to continue through and until June 30, 2024. Continuation of the Initial Term of the Agreement from July 1, 2023 through June 30, 2024 (the “**Fourth Agreement Year**”), is hereby confirmed. The Agreement shall remain subject to termination and renewal pursuant to the original terms set forth therein.

3. **COMPENSATION.**

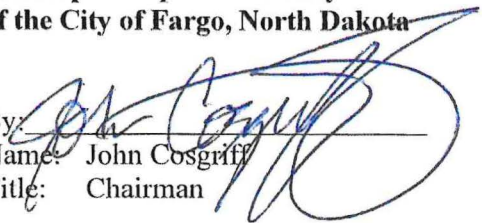
- (a) The Budget for the Fourth Agreement Year (July 1, 2023 – June 30, 2024) is attached to this Amendment as **Exhibit A**. The payment terms for Operating Expenses shall remain as originally set forth in the Agreement.
- (b) During the Fourth Agreement Year, from July 1, 2023, through and including December 31, 2023, the Management Fee shall be Thirteen Thousand Six Hundred Forty-One Dollars (\$13,641.00) per month. Thereafter, from January 1, 2024 to June 30, 2024, the Management Fee shall increase to Fifteen Thousand Nine Hundred and Sixty-Five Dollars (\$15,965.00) per month. The payment terms for the Management Fee Expenses shall remain as originally set forth in the Agreement.

4. **NO OTHER CHANGES.** Except to the extent expressly modified by this Amendment, all of the original terms and provisions of the Agreement are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

MAA:

**Municipal Airport Authority  
of the City of Fargo, North Dakota**

By: 

Name: John Cosgriff

Title: Chairman

By: Shawn A. Dobberstein, AAE

Name: Shawn A. Dobberstein, AAE

Title: Executive Director

OPERATOR:

**SP Plus Corporation**

By: 

Name: Jason Finch

Title: President – West Airports

## Exhibit A

Hector International Airport  
SP+ Airport Services  
Fiscal Year 2023/2024

### PAYROLL

#### MANAGEMENT

|                            | TOTAL            |
|----------------------------|------------------|
| Facility Manager           | \$ 56,976        |
| Assistant Facility Manager | \$ 33,692        |
|                            | <u>\$ 90,668</u> |

#### CASHIER/LICENSE PLATE INVENTORY

|                                                                                       |                   |
|---------------------------------------------------------------------------------------|-------------------|
| Cashiers – 92 hours/week x weighted average rate x # of pay periods/month             | \$ 69,174         |
| Additional Cashier Hours: 40 hours/week x weighted avg. rate x # of pay periods/month | \$ 13,992         |
| Seasonal Shuttle Labor: 122 days/year x \$17.50/hour x 22 hours/day                   | <u>\$ 46,970</u>  |
|                                                                                       | <u>\$ 130,136</u> |
|                                                                                       | <u>\$ 220,804</u> |

#### ADDITIONAL PAYROLL

|                            |                   |
|----------------------------|-------------------|
| Vacation/Holiday/OT & 401k | \$ 12,614         |
|                            | <u>\$ 233,419</u> |

|                                      |                   |
|--------------------------------------|-------------------|
| Payroll Taxes & Workers Compensation | \$ 28,600         |
| Health Insurance                     | <u>\$ 43,775</u>  |
|                                      | <u>\$ 72,375</u>  |
|                                      | <u>\$ 305,793</u> |

#### OPERATING EXPENSES

|                                             |            |                 |
|---------------------------------------------|------------|-----------------|
| Uniform & Laundry                           |            | \$ 1,300        |
| Garage Supplies                             |            | \$ 5,400        |
| Stationary/Office Supplies                  |            | \$ -            |
| Office Supplies/Computer                    |            | \$ 480          |
| Office Equipment                            |            | \$ 900          |
| Ticket Expense                              |            | \$ 3,780        |
| Technical Services Expense (PCI Compliance) | (MGMT Fee) | \$ -            |
| Company Auto Expense                        | (MGMT Fee) | \$ -            |
| Parking & Auto                              | (MGMT Fee) | \$ 600          |
| Telephone/Telephone Long Distance           | (MGMT Fee) | \$ -            |
| Mobile Telephone (FM/AFM's)                 | (MGMT Fee) | \$ -            |
| Telephone Local                             | (MGMT Fee) | \$ -            |
| Advertising/Marketing                       |            | \$ 9,980        |
| Towing                                      |            | \$ 1,700        |
| Computer Expense                            | (MGMT Fee) | \$ -            |
| Postage & Freight                           |            | \$ 180          |
| Payroll Processing Charge                   | (MGMT Fee) | \$ -            |
| Accounts Payable Processing Charge          | (MGMT Fee) | \$ -            |
| Recruiting Expense/Background Checks        |            | \$ 2,700        |
| Sign Shop Cost                              |            | \$ 1,080        |
| Property Taxes – Real (Exempt)              |            | \$ -            |
| Waste Removal                               |            | \$ 158,000      |
| Local Listing Fee                           | (MGMT Fee) | \$ -            |
| Online Parking Fees                         |            | \$ 2,100        |
| Utilities – Electric                        |            | \$ 6,000        |
| Utilities – Water                           |            | <u>\$ 3,300</u> |

|                                           |            |    |                |
|-------------------------------------------|------------|----|----------------|
| Mystery Shops                             |            | \$ | 840            |
| Liability Insurance                       | (MGMT Fee) | \$ | -              |
| Liability Insurance – Auto and Shuttle    | (MGMT Fee) | \$ | -              |
| R&M Revenue Control                       |            | \$ | 18,000         |
| R&M Plumbing                              |            | \$ | 600            |
| R&M Land & Buildings                      |            | \$ | 7,200          |
| Repairs and Maintenance                   |            | \$ | 6,000          |
| Offsite Rent                              |            | \$ | -              |
| Shuttle Rental/Fuel/Supplies/R&M          |            | \$ | 37,586         |
| Remote Management Services Install & Fees |            | \$ | 21,600         |
| Credit Card Fees                          |            | \$ | 146,400        |
| Transportation Studies (2x per year)      | (MGMT Fee) | \$ | -              |
| Bank Charges                              | (MGMT Fee) | \$ | -              |
| New Depreciation – (surface repair)       | (MGMT Fee) | \$ | -              |
| Depreciation                              | (MGMT Fee) | \$ | -              |
| Miscellaneous Expense                     |            | \$ | 600            |
| Subtotal Operating Expenses               |            | \$ | <u>436,326</u> |
| <b>TOTAL OPERATING EXPENSES</b>           |            | \$ | <u>742,119</u> |
| <b>FIXED MANAGEMENT FEE</b>               |            | \$ | <u>177,633</u> |
| <b>TOTAL BUDGET</b>                       |            | \$ | <u>919,752</u> |

1 - SP+ will remain the Merchant of Record for Credit Card Processing and fees shall be deducted from Revenues in addition to Operating Expenses.





## MEMORANDUM

**DATE:** February 19, 2023

**TO:** Shawn A. Dobberstein, AAE  
Executive Director – Fargo’s Hector International Airport

**FROM:** Greg Pierson, Regional Manager III - West Airports – SP+ Corporation

**CC:** Darren Anderson, Assistant Director – Fargo’s Hector International Airport  
Jason Finch, President - West Airports – SP+ Corporation  
Vincent Raguseo, SVP - Marketing, SP+ Corporation

**SUBJECT:** Marketing Services Agreement

This memorandum will memorialize supplemental information to the Parking Facility Management Agreement (“Agreement”) by and between the Municipal Airport Authority of the City of Fargo, North Dakota (“MAA”) and SP Plus Corporation (“SP+”) with an effective date of March 15, 2023.

- **Operator’s Obligations And Services; Operating Expenses** - Per Section 3 of the Agreement, coupled with subsequent meetings and discussion between the parties, MAA desires SP+ to:
  - (a) Design, develop, and implement a custom parking guide website solution based on specific requirements and criteria received from MAA (the “**Website**”), including desktop and mobile optimized platforms. Each party shall retain ownership of any of its intellectual property that is contained or incorporated in or on the Website. SP+ shall test all content and functionality of the Website on both desktop and mobile optimized platforms to ensure that they comply with WC3’s WCAG 2.0, level A standards (currently WCAG 2.2) and shall certify such compliance to MAA in writing. The parties will from time to time, assess whether the Website should comply with different standards and will work in good faith to determine timing and allocation of costs to comply with such standards. MAA shall be responsible to ensure the Website remains compliant with applicable laws, including without limitation, ADA compliance requirements, and that any materials provided by or created at the direction of MAA shall not infringe on the rights of any third parties. If MAA, in its sole discretion, shall determine that the Website, its content, or functionality is not compliant with any applicable law or regulation, SP+ shall cooperate with MAA to remedy such non-compliance in a timely manner and the parties shall work in good faith to determine timing and allocation of costs. The parties acknowledge that ADA accessibility requirements for websites are in flux and that both parties will work in good faith to determine the approach, timing, and cost sharing for obtaining compliance.
  - (b) Acquire and maintain the Website domain (or if the Airport provides SP+ with a suitable subdomain of their website, SP+ can maintain the Parking Guide under the subdomain); host the application, and manage the security, content and functionality of the Website including updates and search engine optimization.
  - (c) Provide MAA with a non-exclusive, revocable license to access and use SP+’s proprietary parking guide software (the “**Software**”) during the term of this Agreement. The Software is, and shall at all times remain, the sole and exclusive property of SP+.
  - (d) Upon expiration or termination of the Agreement, if MAA chooses to have SP+ acquire a domain on behalf of MAA, then MAA will be provided with the domain name, administrative rights to the domain name. However, MAA will not receive the customized source code that was developed by SP+ for the Website, which is, and shall at all times remain, the sole and exclusive property of SP+. In addition, MAA may choose to replace the Website with an



alternative application of MAA's own design or from a third-party vendor engaged by MAA.

- **License Fees** - As compensation for SP+ providing the Services, MAA shall pay SP+ an initial and on-going monthly service fee of Five Hundred Forty Dollars (\$540.00) (the "**Service Fee**"), prorated for any partial month. This service fee shall be included in the monthly management fee. Scope and cost for material projects such as significant website redesign shall be separately agreed to by the parties.

Accepted: Shawn A. Dobberstein, AAE  
Shawn A. Dobberstein, AAE

Date: 3-14-2023

## SECOND AMENDMENT OF MANAGEMENT AGREEMENT

This SECOND AMENDMENT OF MANAGEMENT AGREEMENT (this "**Amendment**") is made and entered into as of the 1<sup>st</sup> day of July 2022, by and between the Municipal Airport Authority of the City of Fargo, North Dakota ("**MAA**"), and SP Plus Corporation, a Delaware corporation ("**Operator**").

### WITNESSETH:

**THAT, WHEREAS**, MAA and Operator are parties to a certain Management Agreement dated as of July 1, 2020 (the "**Agreement**"), pursuant to which Operator has managed on behalf of MAA all parking operations at the MAA's parking facilities at Hector International Airport (the "**Premises**"), all as more particularly set forth in the Agreement; and,

**WHEREAS**, MAA and Operator desire to amend the Agreement upon the terms, covenants and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS AND DEFINITIONS.** The above recitals are incorporated herein. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless such terms are expressly defined otherwise herein.

2. **TERM.** Continuation of the Initial Term of the Agreement from July 1, 2022, through June 30, 2023 ("**Third Agreement Year**") is hereby confirmed. The Agreement shall remain subject to termination and renewal pursuant to the original terms set forth therein.

3. **COMPENSATION.**

- (a) The Budget for the Third Agreement Year (July 1, 2022 – June 30, 2023) is attached to this Amendment as **Exhibit A**. The payment terms for Operating Expenses shall remain as originally set forth in the Agreement.
- (b) During the Third Agreement Year, the Management Fee shall be Thirteen Thousand Two Hundred Forty Three and 48/100 Dollars (\$13,243.48) per month. The payment terms for the Management Fee Expenses shall remain as originally set forth in the Agreement.

4. **NO OTHER CHANGES.** Except to the extent expressly modified by this Amendment, all of the original terms and provisions of the Agreement are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

MAA:

**Municipal Airport Authority  
of the City of Fargo, North Dakota**

By: 

Name: Richard Engen

Title: Chair

By: 

Name: Shawn A. Dobberstein, A.A.E.

Title: Executive Director

OPERATOR:

**SP Plus Corporation**

By: 

Name: Jason Finch

Title: Senior Vice President – West Airports

**Exhibit A**

## **Third Agreement Year Budget**



Hector International Airport  
SP+ Airport Services  
Fiscal Year 2022/2023

**PAYROLL**

MANAGEMENT

|                            | <b>TOTAL</b>     |
|----------------------------|------------------|
| Facility Manager           | \$ 55,175        |
| Assistant Facility Manager | \$ 32,631        |
|                            | <u>\$ 87,805</u> |

CASHIER/LICENSE PLATE INVENTORY

|                                                                                       |                   |
|---------------------------------------------------------------------------------------|-------------------|
| Cashiers – 84 hours/week x weighted average rate x # of pay periods/month             | \$ 61,308         |
| Additional Cashier Hours: 40 hours/week x weighted avg. rate x # of pay periods/month | \$ 13,582         |
| Seasonal Shuttle Labor: 121 days/year x \$18/hour x 15 hours/day                      | \$ 32,670         |
|                                                                                       | <u>\$ 107,561</u> |
|                                                                                       | <u>\$ 195,366</u> |

**ADDITIONAL PAYROLL**

|                                      |                   |
|--------------------------------------|-------------------|
| Vacation/Holiday/OT & 401k           | <u>\$ 11,479</u>  |
|                                      | <u>\$ 206,845</u> |
| Payroll Taxes & Workers Compensation | \$ 22,754         |
| Health Insurance                     | \$ 38,933         |
|                                      | <u>\$ 61,687</u>  |
|                                      | <u>\$ 268,532</u> |

OPERATING EXPENSES

|                                             |            |            |
|---------------------------------------------|------------|------------|
| Uniform & Laundry                           |            | \$ 800     |
| Garage Supplies                             |            | \$ 1,200   |
| Stationary/Office Supplies                  |            | \$ -       |
| Office Supplies/Computer                    |            | \$ 480     |
| Office Equipment                            |            | \$ 8,459   |
| Ticket Expense                              |            | \$ 3,780   |
| Technical Services Expense (PCI Compliance) | (MGMT Fee) | \$ -       |
| Company Auto Expense                        | (MGMT Fee) | \$ -       |
| Parking & Auto                              | (MGMT Fee) | \$ 600     |
| Telephone/Telephone Long Distance           | (MGMT Fee) | \$ -       |
| Mobile Telephone (FM/AFM's)                 | (MGMT Fee) | \$ -       |
| Telephone Local                             | (MGMT Fee) | \$ -       |
| Advertising/Marketing                       |            | \$ 936     |
| Towing                                      |            | \$ 1,700   |
| Computer Expense                            | (MGMT Fee) | \$ -       |
| Postage & Freight                           |            | \$ 180     |
| Payroll Processing Charge                   | (MGMT Fee) | \$ -       |
| Accounts Payable Processing Charge          | (MGMT Fee) | \$ -       |
| Recruiting Expense/Background Checks        |            | \$ 1,020   |
| Sign Shop Cost                              |            | \$ 1,080   |
| Property Taxes – Real (Exempt)              |            | \$ -       |
| Waste Removal                               |            | \$ 143,000 |
| Local Listing Fee                           | (MGMT Fee) | \$ -       |
| Online Parking Fees                         |            | \$ 2,100   |
| Utilities – Electric                        |            | \$ 6,000   |
| Utilities – Water                           |            | \$ 3,300   |



|                                           |            |    |                |
|-------------------------------------------|------------|----|----------------|
| Mystery Shops                             |            | \$ | 570            |
| Liability Insurance                       | (MGMT Fee) | \$ | -              |
| Liability Insurance – Auto and Shuttle    | (MGMT Fee) | \$ | -              |
| R&M Revenue Control                       |            | \$ | 12,000         |
| R&M Plumbing                              |            | \$ | 900            |
| R&M Land & Buildings                      |            | \$ | 11,667         |
| Repairs and Maintenance                   |            | \$ | 42,000         |
| Offsite Rent                              |            | \$ | -              |
| Shuttle Rental/Fuel/Supplies/R&M          |            | \$ | 18,666         |
| Remote Management Services Install & Fees |            | \$ | 1,800          |
| Credit Card Fees                          |            | \$ | 109,200        |
| Transportation Studies (2x per year)      | (MGMT Fee) | \$ | -              |
| Bank Charges                              | (MGMT Fee) | \$ | -              |
| New Depreciation – (surface repair)       | (MGMT Fee) | \$ | -              |
| Depreciation                              | (MGMT Fee) | \$ | -              |
| Miscellaneous Expense                     |            | \$ | 600            |
| Subtotal Operating Expenses               |            | \$ | <u>372,037</u> |
| <b>TOTAL OPERATING EXPENSES</b>           |            | \$ | <u>640,569</u> |
| <b>FIXED MANAGEMENT FEE</b>               |            | \$ | <u>158,922</u> |
| <b>TOTAL BUDGET</b>                       |            | \$ | <b>799,491</b> |

1 - SP+ will remain the Merchant of Record for Credit Card Processing and fees shall be deducted from Revenues in addition to Operating Expenses.

**FIRST AMENDMENT OF MANAGEMENT AGREEMENT**

This FIRST AMENDMENT OF MANAGEMENT AGREEMENT (this “**Amendment**”) is made and entered into as of the 1<sup>st</sup> day of July 2021, by and between the Municipal Airport Authority of the City of Fargo, North Dakota (“**MAA**”), and SP Plus Corporation, a Delaware corporation (“**Operator**”).

**WITNESSETH:**

THAT, WHEREAS, MAA and Operator are parties to a certain Management Agreement dated as of July 1, 2020 (the “**Agreement**”), pursuant to which Operator has managed on behalf of MAA all parking operations at the MAA’s parking facilities at Fargo Hector International Airport (the “**Premises**”), all as more particularly set forth in the Agreement; and

WHEREAS, MAA and Operator desire to amend the Agreement upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS AND DEFINITIONS.** The above recitals are incorporated herein. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless such terms are expressly defined otherwise herein.

2. **TERM.** Continuation of the Initial Term of the Agreement from July 1, 2021 through June 30, 2022 (“**Second Agreement Year**”) is hereby confirmed. The Agreement shall remain subject to termination and renewal pursuant to the original terms set forth therein.

3. **COMPENSATION.**

- (a) The Budget for the Second Agreement Year (July 1, 2021 – June 30, 2022) is attached to this Amendment as **Exhibit A**. The payment terms for Operating Expenses shall remain as originally set forth in the Agreement.
- (b) During the Second Agreement Year, the Management Fee shall be Twelve Thousand Eight Hundred Fifty-Seven and 75/100 Dollars (\$12,857.75) per month. The payment terms for the Management Fee Expenses shall remain as originally set forth in the Agreement.

4. **NO OTHER CHANGES.** Except to the extent expressly modified by this Amendment, all of the original terms and provisions of the Agreement are hereby confirmed and

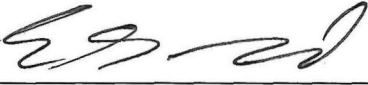


shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

MAA:

**Municipal Airport Authority  
of the City of Fargo, North Dakota**

By: 

Name: Erik Lind

Title: Chairman

OPERATOR:

**SP Plus Corporation**

By: 

Name: Jason Finch

Title: Senior Vice President – West Airports

By: 

Name: Shawn A. Dobberstein, AAE

Title: Executive Director



**Exhibit A**

**Second Agreement Year Budget**



**HECTOR INTERNATIONAL AIRPORT**  
**SP+ Airport Services**  
**Fiscal Year 2021/2022**

**PAYROLL**

MANAGEMENT

|                            |                  |
|----------------------------|------------------|
|                            | <b>TOTAL</b>     |
| Facility Manager           | \$ 53,964        |
| Assistant Facility Manager | \$ 31,472        |
|                            | <b>\$ 85,436</b> |

CASHIER/LICENSE PLATE INVENTORY

|                                                                                      |                   |
|--------------------------------------------------------------------------------------|-------------------|
| Cashiers - 84 hours/week x weighted average rate x # of pay periods/month            | \$ 53,301         |
| Additional Cashier Hours: 40 hours/week x weighted avg rate x # of pay periods/month | \$ 11,901         |
| Seasonal Shuttle Labor : 121 days/year x \$18/hour x 15 hours/day                    | \$ -              |
|                                                                                      | <b>\$ 65,202</b>  |
|                                                                                      | <b>\$ 150,638</b> |

ADDITIONAL PAYROLL

|                                      |                   |
|--------------------------------------|-------------------|
| Vacation/Holiday/OT & 401k           | <b>\$ 7,312</b>   |
|                                      | <b>\$ 157,950</b> |
| Payroll Taxes & Workers Compensation | \$ 15,005         |
| Health Insurance                     | \$ 38,933         |
|                                      | <b>\$ 53,938</b>  |
|                                      | <b>\$ 211,888</b> |

OPERATING EXPENSES

|                                             |            |            |
|---------------------------------------------|------------|------------|
| Uniform & Laundry                           |            | \$ 1,500   |
| Garage Supplies                             |            | \$ 1,080   |
| Stationary/Office Supplies                  |            | \$ 1,800   |
| Office Supplies/Computer                    |            | \$ 350     |
| Office Equipment                            |            | \$ 500     |
| Ticket Expense                              |            | \$ 5,340   |
| Technical Services Expense (PCI Compliance) | (MGMT Fee) | \$ -       |
| Company Auto Expense                        | (MGMT Fee) | \$ -       |
| Parking & Auto                              | (MGMT Fee) | \$ -       |
| Telephone/Telephone Long Distance           | (MGMT Fee) | \$ -       |
| Mobile Telephone (FM / AFM's)               | (MGMT Fee) | \$ -       |
| Telephone Local                             | (MGMT Fee) | \$ -       |
| Advertising/Marketing                       |            | \$ 1,700   |
| Towing                                      |            | \$ 1,700   |
| Computer Expense                            | (MGMT Fee) | \$ -       |
| Postage & Freight                           |            | \$ 700     |
| Payroll Processing Charge                   | (MGMT Fee) | \$ -       |
| Accounts Payable Processing Charge          | (MGMT Fee) | \$ -       |
| Recruiting Expense/Background Checks        |            | \$ 1,700   |
| Sign Shop Cost                              |            | \$ 800     |
| Property Taxes - Real (Exempt)              |            | \$ -       |
| Waste Removal - Snow                        |            | \$ 105,000 |
| Waste Removal                               |            | \$ 2,000   |
| Local Listing Fee                           | (MGMT Fee) | \$ -       |
| Online Parking Fees                         |            | \$ 2,100   |
| Utilities - Electric                        |            | \$ 6,480   |
| Utilities - Water                           |            | \$ 4,140   |
| Mystery Shops                               |            | \$ 570     |
| Liability Insurance                         | (MGMT Fee) | \$ -       |
| Liability Insurance - Auto and Shuttle      | (MGMT Fee) | \$ -       |
| R&M Revenue Control                         |            | \$ 20,083  |
| R&M Plumbing                                |            | \$ 900     |
| R&M Land & Buildings                        |            | \$ 2,000   |
| Offsite Rent                                |            | \$ 1,500   |
| Shuttle Rental/Fuel/Supplies/R&M            |            | \$ -       |
| Remote Management Services Install & Fees   |            | \$ 31,186  |
| Transportation Studies (2x per year)        | (MGMT Fee) | \$ -       |

|                                     |            |    |                |
|-------------------------------------|------------|----|----------------|
| Bank Charges                        | (MGMT Fee) | \$ | -              |
| New Depreciation - (surface repair) | (MGMT Fee) | \$ | -              |
| Depreciation                        | (MGMT Fee) | \$ | -              |
| <b>Subtotal Operating Expenses</b>  |            | \$ | <b>193,129</b> |
| <b>TOTAL OPERATING EXPENSES</b>     |            | \$ | <b>405,018</b> |
| <b>FIXED MANAGEMENT FEE</b>         |            | \$ | <b>154,293</b> |
| <b>TOTAL BUDGET</b>                 |            | \$ | <b>559,311</b> |

1 - SP+ will remain the Merchant of Record for Credit Card Processing and fees shall be deducted from Revenues in addition to Operating Expenses

## MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 17 day of July 2020, by and between the Municipal Airport Authority of the City of Fargo, North Dakota ("**MAA**"), and SP Plus Corporation, a Delaware corporation ("**Operator**").

### WITNESSETH:

THAT, WHEREAS, MAA presently owns or controls the Fargo Hector International Airport located at 2801 32<sup>nd</sup> Avenue N, Fargo, North Dakota 58102 which includes parking facilities with approximately 2,131 parking spaces (collectively, the "**Premises**") and has the authority to contract for the management of said facilities.

WHEREAS, MAA and Operator are parties to a certain Public Parking Concession Agreement dated December 11, 2018 pursuant to which Operator leases the Premises from MAA (the "**Concession Agreement**").

WHEREAS, MAA and Operator desire to enter into an agreement whereby, rather than lease the Premises, Operator will instead manage on behalf of MAA all parking operations at the Premises upon the terms, covenants and conditions herein set forth.

WHEREAS, effective as of the Commencement Date below, the Concession Agreement shall be terminated and superseded by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **PREMISES.** MAA hereby grants to Operator and Operator hereby accepts the exclusive right and obligation of administering, managing and operating the parking operations at Fargo's Hector International Airport, 2801 32<sup>nd</sup> Avenue N, Fargo, North Dakota 58102 (the "**Airport**").

2. **TERM.** The initial term of this Agreement shall commence on July 1, 2020 (the "**Commencement Date**") and continuing through and including December 31, 2023 (the "**Initial Term**"), unless terminated earlier as provided in this Agreement. Thereafter, this Agreement shall automatically renew from month to month until either party gives written notice of non-renewal at least thirty (30) days prior to expiration of the Initial Term or the then current renewal term, unless terminated earlier as provided in this Agreement. The term "**Year**" shall mean the twelve (12) consecutive months beginning with the Commencement Date and each twelve-month period thereafter.

**3. OPERATOR'S OBLIGATIONS AND SERVICES; OPERATING EXPENSES.** Operator hereby covenants and agrees that it will:

- (a) Supervise and direct the operation of the Premises as parking facilities and render the usual and customary services incidental thereto.
- (b) Routinely maintain the parking equipment provided by Operator (if any) in good operating condition and repair, and keep the Premises in a neat and orderly condition.
- (c) Operate a seasonal shuttle service at the Premises from December 15, 2020 through March 31, 2021 or as directed by MAA (the "**Shuttle Service**"). Thereafter, MAA shall notify Operator no later than September 1<sup>st</sup> of each Year if Operator shall be required to operate the seasonal shuttle that Year.
  - (i) The Shuttle Service shall utilize one (1) cutaway shuttle bus to transport Airport patrons to and from the Premises and the terminals. The size of the bus will not require a driver to possess a Commercial Driver's License (CDL).
  - (ii) The Shuttle Service shall operate during such days and hours requested by MAA and agreed to by Operator.
  - (iii) MAA shall designate the locations to be utilized for pick-ups and drop-offs by Operator in the performance of the Shuttle Service.
  - (iv) All expenses incurred by Operator in performing the Shuttle Service, including but not limited to labor, fuel, bus rental, repairs and maintenance shall be reimbursable Operating Expenses (defined below).
- (d) Employ sufficient experienced and qualified personnel to operate the Premises who will be courteous to the public and render the services required by this Agreement.
- (e) Promote, advertise and endeavor to increase the volume, efficiency and quality of Operator's services rendered hereunder.
- (f) All rates charged for public parking at the Airport shall be determined by MAA, which may be modified at any time by MAA in its sole determination.
- (g) Operator shall be responsible for handling and responding to all complaints from the public related to the operation of the Premises. Operator shall respond to all such complaints within twenty-four (24) hours of receipt thereof. A written response shall be provided by Operator to all written

complaints. Operator shall forward to MAA a copy of each written complaint it receives and its written response at the same time such response is mailed or delivered to the customer.

- (h) Operator acknowledges its obligation to provide the public and air travelers with the level and quality of service as described herein and its desire to comply with its obligations under this Agreement. Therefore, the MAA has set forth a series of fees in Exhibit B hereto for various violations of this Agreement. The parties agree that the fees set forth herein are reasonable, and Operator agrees to pay the MAA such fees in accordance the specified amounts upon the occurrence of the violations indicated upon the written demand of the MAA. Operator further acknowledges and agrees that the assessment and demand by the MAA, and payment by Operator, of any such fees do not waive, limit or otherwise affect any rights or remedies of the MAA as set forth in this Agreement.
- (i) Annually during the term, Operator shall prepare and deliver to MAA a budget, for MAA's reasonable approval, reflecting the Operating Expenses (defined below) which Operator expects to incur, respectively, during MAA's forthcoming fiscal year (the "**Budget**"), it being agreed that if MAA for any reason does not respond to any proposed Budget within thirty (30) days after MAA's receipt thereof, said Budget shall be deemed approved. If at any time during the period covered by an approved Budget it appears to Operator that the actual total of all Operating Expenses likely to be incurred during said period will exceed the Budget's projected total by more than ten percent (10%), Operator shall so advise MAA, and MAA and Operator shall jointly discuss what actions, if any, could be taken to minimize the Operating Expenses without substantially impairing the operation of the Premises.
- (j) The Budget for the first year of this Agreement (July 1, 2020 – June 30, 2021) is hereby attached as Exhibit A.
- (k) Perform and/or subcontract for all snow and ice removal services.

Pursuant to the then-current approved Budget, MAA shall pay Operator for expenses incurred by Operator in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "**Operating Expenses**"). Operating Expenses shall include, without limitation, all costs, charges and administrative expenses for: salaries and wages and associated payroll burden (including, without limitation, payroll taxes and fringe benefits); licenses and permits; first month's change funds/petty cash advanced by Operator (where applicable); compliance with governmental laws, regulations and payment card industry standards; uniforms; supplies; vehicle tows; tools and cleaning; snow and ice removal; maintenance and repair to be performed by Operator; mystery shopping services; any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "**Sales Tax**"); utilities (except



to the extent paid directly by MAA); automobile allowances; employee recruitment, training and ongoing employee relations; computerized accounts receivable service; credit card system services; postage and freight; supplies; advertising; tickets, paper and reporting forms; property taxes; waste removal services; online parking fees from reserved parking program; offsite storage rental; health insurance, and workers' compensation insurance. Operating Expenses shall also include any expenses not listed above that are approved by MAA prior to expenditure. Operator may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 9 below shall apply.

The Parties agree that the following expenses shall be deemed "Non-Reimbursable" and have been included in the Operator's Management Fee:

- Computer expense related to Operator's own onsite computer(s)
- Accounts payable charges
- Payroll processing Fees
- Operator's Insurance Coverages as outlined in Article 8, except Workers Compensation Insurance
- Expenses associated with Operator's owned vehicles, including, repairs, fuel, etc.
- Bank charges
- Depreciation expense for Operator's prior fixed asset purchases and any mutually-agreed upon new capital investments
- Mobile telephone expense of Operator's employees
- Local and Long Distance Telephone charges
- Internet charges
- Parking brochures
- Technical Services expense for Operator's quarterly PCI compliance audits
- Travel & Overhead of Operator's offsite

If any Operating Expenses increase due to any applicable (i) governmental action imposing or increasing employer-provided medical insurance or other benefits, workers compensation rates, or federal, state or local minimum wage or living wage rates, paid sick or family leave, disability benefit taxes, or the cost of disability premiums required to cover state-mandated disability coverage, or (ii) cost increases under a collective bargaining agreement, then any such increase shall be automatically included as an Operating Expense and the applicable approved Budget revised accordingly.

Operating Expenses shall not include (i) the costs of maintenance and repair required of MAA hereunder, or (ii) MAA's various costs associated with its ownership and/or occupancy of the Premises, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on MAA's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans With Disabilities Act of 1990. Payment of such expenses and costs is the sole obligation of MAA.

If MAA disputes any Operating Expense, MAA shall give Operator written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is

not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

**4. GROSS RECEIPTS; SALES TAX; NET PROFIT.**

(a) All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by Operator. “**Gross Receipts**” shall mean all cash earned and collected by Operator for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly, or monthly basis, less all refunds, discounts and allowances made by Operator to its customers.

(b) Operator shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Operator. MAA shall be responsible for payment directly to the tax collector of the Sales Tax on any receipts collected by MAA or its agents. In addition, each party agrees to defend, indemnify and hold harmless the other party with respect to any and all loss, costs (including attorney’s fees), penalties, and all other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forth herein.

(c) “**Net Profit**” is the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less Operator's Management Fee (defined in Section 5 below) shall be paid to MAA concurrently with delivery of the monthly statement required in Section 7 below.

**5. MANAGEMENT FEE.** As compensation for Operator's services, MAA shall pay Operator a management fee of Twelve Thousand Four Hundred Eighty Three Dollars and Twenty Five Cents (\$12,483.25) per month during the initial Year (the “**Management Fee**”), prorated for any partial month, which Operator may deduct from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay the Base Fee, Section 9 below shall apply. On the first anniversary of the Commencement Date, Operator and MAA shall assess business conditions and mutually determine whether to continue operating under this Agreement or revert back to the Concession Agreement.

**6. CONDITION AND USE OF THE PREMISES AND EQUIPMENT.**

(a) As of the Commencement Date and throughout the term hereof, the Premises (including but not limited to equipment located therein and the roof, structural portions, and interior and exterior of any building which is part of the Premises) shall, at MAA's expense, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.



- (b) Any equipment upgrades or replacements undertaken by MAA or Operator or their respective contractors must be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transaction Act of 2003, as may be amended from time to time ("FACTA").

7. **MONTHLY AND ANNUAL REPORTING.**

- (a) Within fifteen (15) days after the end of each month, Operator shall provide to MAA a statement showing all Gross Receipts, Operating Expenses, the Management Fee and Net Profit for the preceding month. Within ninety (90) days following the last month of the term of this Agreement, Operator shall mail a like final statement.
- (b) Operator shall keep complete and accurate reports and records (collectively, the "**Records**") of Gross Receipts, Operating Expenses, and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting practices. Operator shall permit MAA to inspect Operator's Records at Operator's offices during reasonable business hours and at MAA's expense. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information.
- (c) Within sixty (60) days following the end of each Contract Year of this Agreement, Operator, at its expense, shall submit an audited statement of the yearly Gross Receipts for its Airport operations for such Year and such other reasonable financial and statistical reports as the MAA may require by written notice to Operator. Each statement must be prepared by an independent Certified Public Accountant who is a member in good standing with the American Institute of Certified Public Accountants ("AICPA"). The audited statement of Gross Receipts will show all Gross Receipts by category by month for the Contract Year. If, through such audited statement, it is established that additional fees are due, Operator shall pay such additional fees to MAA not later than thirty (30) days after submission of such audited statement. Failure to pay such additional fees on time will be deemed a default under this Agreement. If through such audited statement(s) it is established that Operator has overpaid the MAA, the MAA will reimburse Operator within thirty (30) days of receipt such audited statement. It is agreed that said CPS shall not be in any way a member of Operator's staff or firm or otherwise fail to meet the AICPA's independence standards.

**8. OPERATOR'S INSURANCE COVERAGES.**

- (a) Operator shall carry and maintain, as an Operating Expense, the following insurance coverages:
  - (1) Worker's Compensation insurance in compliance with the Worker's Compensation Act of the State of North Dakota.
  - (2) Employer's liability insurance on all employees for the Premises not covered by the Worker's Compensation Act, for occupational accidents or disease, for limits of not less than \$1,000,000 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified in Subsection (a)(7) below.
  - (3) Garage liability or commercial general liability insurance on an occurrence form basis with limits of not less than \$2,000,000 per occurrence with an annual aggregate limit of \$2,000,000 per location.
  - (4) Automobile liability insurance covering losses for owned, non-owned or hired vehicles including comprehensive and collision coverage with a limit of not less than \$2,000,000 per occurrence.
  - (5) Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of not less than \$1,000,000.
  - (6) Umbrella liability insurance with an annual aggregate limit of not less than \$100,000,000.
- (b) The liability policies affording the coverages described in Subsections (a)(3), (a)(4), and (a)(6) above shall be endorsed to cover MAA and its employees, agents, directors and officers as additional insureds.
- (c) Operator shall deliver certificates of insurance to MAA and renewal policies shall be obtained, and certificates delivered to MAA prior to expiration. The insurer shall endeavor to mail thirty (30) days' prior written notice to certificate holder should any of the policies be cancelled prior to the expiration date. Notwithstanding anything in this Agreement to the contrary, Operator's right to collect its insurance charges for any given period is subject only to verification that the required insurance coverage was in effect for that period as evidenced by a duly issued certificate of insurance.

9. **REIMBURSEMENT OF DEFICIT.** If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, MAA agrees to pay Operator the deficit within ten (10) days after receipt of Operator's monthly statement required in Section 7 above. If payment is not made by MAA to Operator within said ten-day period, Operator shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; (ii) offset the amount of the deficit (plus accrued interest) by deduction thereof from any Net Profit due or to become due to MAA; and (iii) at its option, terminate this Agreement upon written notice without waiving or limiting any of its legal remedies (including the right to recover attorneys' fees and any other expenses incurred) which Operator may pursue to collect the amount owed.

10. **EQUIPMENT AND IMPROVEMENTS.** Operator may, with MAA's written approval, purchase and install equipment or improvements which the parties agree should be installed as part of the Premises' signage, revenue control, traffic control and/or operational systems. Title to equipment and improvements so purchased and installed by Operator shall vest in MAA upon installation, subject to reimbursement. The total cost thereof (including delivery and installation costs and taxes) shall be reimbursed to Operator by MAA within ten (10) days after receipt of Operator's statement showing the description and cost of each item. Operator agrees that it will not make or construct any improvements, additions or alterations to the Premises without the prior written consent of MAA.

11. **INTELLECTUAL PROPERTY.** Operator hereby grants to MAA, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use Operator's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "**Intellectual Property**"), to the extent related to Operator's administration, management and operation of the Premises. Upon termination of this Agreement for any reason, Operator shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and MAA shall refrain from all further use of the Intellectual Property.

12. **MAA'S OBLIGATIONS.** MAA shall, at its expense, be responsible for performance of the following:

- (a) Except for custodial duties expressly delegated to Operator pursuant to Section 3 above, all repair and maintenance of the Premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems; paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts); elevators, manlifts and escalators; sealing and waterproofing; electrical or mechanical equipment, including traffic control devices used at or in the Premises; and all structural repairs.

MAA may delegate maintenance and repair work to Operator to perform as a reimbursable Operating Expense, however the cost of any such work in excess of \$25,000 shall be advanced to Operator prior to expenditure.

- (b) Alterations, improvements and additions that MAA deems necessary and/or as may be required by the Americans With Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.
- (c) All installation, removal, replacement or modification of signage at the Premises as may be required by law or desired by MAA in order to adhere to the Manual on Uniform Traffic Control Devices (the "MUTCD") or similar standards.
- (d) Safety and/or security personnel and equipment.

With respect to Subsection (d) above, MAA expressly acknowledges that Operator does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Operator's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. MAA shall determine, at MAA's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Premises. MAA further agrees to indemnify and to hold harmless Operator from and against any claims, demand, suits, liabilities, or judgments arising from Operator's alleged failure to warn, to guard, or to protect persons in or about the Premises from and against intentional threats, harm, or injury, except for the negligent or intentionally committed acts of or by Operator or Operator's employees.

MAA agrees that any contract between MAA and a third party contractor for work on behalf of MAA at the Premises shall require (i) the third party contractor to indemnify, save and hold MAA and Operator harmless from and against and free and clear of all claims, suits, actions, and damages which may arise, occur or result from work performed by said third party contractor, and (ii) to require the third party contractor to name MAA and Operator as additional insureds on the third party contractor's policy of insurance and furnish MAA and Operator with a certificate of insurance evidencing such coverages.

**13. INDEMNIFICATION.** Operator shall defend, indemnify and hold harmless MAA from and against any and all costs, expenses, losses, liability, claims, judgments and demands (collectively, "Losses") caused by Operator's breach of this Agreement or caused by the negligence of Operator, but Operator shall not be liable for any such Losses occasioned by failure of MAA to comply with its obligations hereunder or by reason of the negligence of MAA, its agents, employees or third parties. MAA shall defend, indemnify and hold harmless Operator from and against any and all Losses caused by MAA's breach of this Agreement or caused by the acts or omissions of MAA, its agents or employees.

14. **MAA'S INSURANCE.** MAA shall, at its expense, provide and maintain fire and extended coverage, vandalism and malicious mischief, and all-risk insurance coverages for buildings, improvements and any other real or personal property of MAA located on the Premises in an amount equal to the full replacement cost thereof.

15. **INTENTIONALLY DELETED.**

16. **LICENSES AND PERMITS.** Operator shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over Operator's operations at the Premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator shall be deemed an Operating Expense.

17. **LAWS AND ORDINANCES.** Operator shall not use all or any part of the Premises for any use or purpose which is (i) forbidden by or in violation of any law of the United States, any state law or any MAA ordinance, or (ii) may be dangerous to life, limb or property.

18. **LOSS OR DAMAGE TO PREMISES.** In case of any substantial loss of or damage to the Premises as the result of a taking under the power of eminent domain, or by fire, storm or other casualty, MAA may abandon the operation and terminate this Agreement by giving at least ten (10) days' prior written notice to Operator. If MAA so terminates, MAA shall not be liable to Operator for Management Fees arising after the date of taking or casualty; provided, however, if any portion of the Premises remains suitable for parking and Operator, with MAA's prior written approval, continues its operations, Operator shall be entitled to receive its Management Fees for the period during which such operations are continued.

19. **RELATIONSHIP OF THE PARTIES.** No partnership or joint venture between the parties is created by this Agreement, it being agreed that Operator is an independent contractor.

20. **FORCE MAJEURE.** Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to Operator if it suspends operations for any such cause or event for the period of such suspension.

21. **PERFORMANCE AND PAYMENT BOND.** Operator is obligated to furnish upon execution of this Agreement and maintain for the entire Initial Term hereof, a Performance and Payment Bond to be made in the principal amount equal to \$320,833.00 and in a form acceptable to the MAA. Such bond shall be payable without condition to the MAA and shall



guarantee the remittance of Net Profit and Operator's other obligations to pay as provided herein. The bond shall be kept in full force and effect during the Initial Term hereof.

22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

23. **APPROVALS.** Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.

24. **WAIVERS.** No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

25. **SEVERABILITY.** If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

26. **TERMINATION.** In addition to all other termination rights hereunder, either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days. In addition, either party may terminate this Agreement in the event the other party files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, with such termination to be effective upon giving notice thereof.

27. **SALE OF PREMISES.** Subject and subordinate to all termination rights hereunder, in the event of a sale of the Premises, in whole or in part, this Agreement and Operator's rights hereunder shall not be disturbed so long as Operator keeps and performs its agreements contained herein.

28. **ASSIGNMENT.** Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of MAA, which consent shall not be unreasonably withheld. Operator is hereby given the right to assign this Agreement to an affiliate of Operator or to a corporation substantially all of the stock of which is owned by Operator and/or to

29. **NOTICES.** Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

TO OPERATOR: SP Plus Corporation  
Attn: Legal Department  
200 East Randolph, Suite 7700  
Chicago, IL 60601

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

31. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

12

Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.

33. **ATTORNEY FEES.** In the event that either party hereto should (i) retain legal counsel and/or institute any suit against the other for violation of this Agreement or to enforce any of the covenants or conditions herein, or (ii) intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, each party shall be responsible for payment of their attorney's fees and costs associated therewith unless a Court otherwise so orders. The rights and obligations of this Section shall survive the termination or expiration of this Agreement.

34. **AUTHORITY.** The individual signing this Agreement on behalf of MAA hereby represents that he or she has been empowered with full authority to act on behalf of MAA in connection with this Agreement, and that execution of this Agreement has been duly authorized by MAA. If this Agreement is signed by an agent of MAA, then the individual signing below on behalf of MAA's agent hereby represents that he or she has been empowered with full authority to act on behalf of said agent in connection with this Agreement, and that execution of this Agreement has been duly authorized by said agent and by MAA. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.

35. **COUNTERPARTS AND DELIVERY OF SIGNATURES.** This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A facsimile, portable document format (PDF) file or other reproduction of this Agreement (or the signature page of this Agreement) may be executed by one or more parties hereto, and an executed copy of this Agreement (or the signature page of this Agreement) may be delivered by one or both parties by facsimile or by electronic mail in a PDF file or by similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the written request of either party, the parties agree to execute an original of this Agreement with original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MAA:

**Municipal Airport Authority  
of the City of Fargo, North Dakota**

OPERATOR:

**SP Plus Corporation**



By: Tammy Linn  
Name: Tammy A. Linn  
Title: Chairman

By: Jason Finch  
Name: Jason Finch  
Title: Senior Vice President – West Airports

By: Shawn A. Dobberstein, AAE  
Name: Shawn A. Dobberstein, AAE  
Title: Executive Director



**EXHIBIT A**  
**HECTOR INTERNATIONAL AIRPORT**  
**SP+ Airport Services**  
**July 2020 - June 2021**

|                                                         |                                                                                      |              |
|---------------------------------------------------------|--------------------------------------------------------------------------------------|--------------|
|                                                         |                                                                                      | TOTAL        |
|                                                         | Gross Revenue                                                                        | \$ 1,961,791 |
|                                                         | Credit Card Fees <sup>1</sup>                                                        | \$ (45,514)  |
|                                                         | Net Revenue                                                                          | \$ 1,916,278 |
| <b><u>PAYROLL</u></b>                                   |                                                                                      |              |
| <b><u>MANAGEMENT</u></b>                                |                                                                                      |              |
|                                                         | Facility Manager                                                                     | \$ 53,831    |
|                                                         | Assistant Facility Manager                                                           | \$ 29,413    |
|                                                         |                                                                                      | \$ 83,244    |
| <b><u>CASHIER/LICENSE PLATE INVENTORY</u></b>           |                                                                                      |              |
|                                                         | <b>Shuttle Rental</b>                                                                |              |
|                                                         | Cashiers - 60 hours/week x weighted average rate x # of pay periods/month            | \$ 39,086    |
|                                                         | Additional Cashier Hours: 40 hours/week x weighted avg rate x # of pay periods/month | \$ 21,103    |
|                                                         |                                                                                      | \$ 60,189    |
|                                                         | Seasonal Shuttle: # of Days per month x \$15 x 15 hours per day                      | \$ 27,225    |
|                                                         |                                                                                      | \$ 170,658   |
| <b>ADDITIONAL PAYROLL</b>                               |                                                                                      |              |
| Vacation/Holiday/Sick/OT & 401k (Includes Shuttle)      |                                                                                      | \$ 10,886    |
|                                                         |                                                                                      | \$ 181,544   |
| Payroll Taxes & Workers Compensation (Includes Shuttle) |                                                                                      | \$ 17,496    |
| Health Insurance                                        |                                                                                      | \$ 35,896    |
|                                                         |                                                                                      | \$ 53,392    |
|                                                         |                                                                                      | \$ 234,936   |
| <b><u>OPERATING EXPENSES</u></b>                        |                                                                                      |              |
| Uniform & Laundry                                       |                                                                                      | \$ 1,500     |
| Garage Supplies                                         |                                                                                      | \$ 1,080     |
| Stationary/Office Supplies                              |                                                                                      | \$ 1,800     |
| Office Supplies/Computer                                |                                                                                      | \$ 350       |
| Office Equipment                                        |                                                                                      | \$ 500       |
| Ticket Expense                                          |                                                                                      | \$ 6,700     |
| Advertising/Marketing                                   |                                                                                      | \$ 1,700     |
| Towing                                                  |                                                                                      | \$ 1,752     |
| Postage & Freight                                       |                                                                                      | \$ 700       |
| Recruiting Expense/Background Checks                    |                                                                                      | \$ 1,700     |
| Sign Shop Cost                                          |                                                                                      | \$ 800       |
| Property Taxes - Real                                   |                                                                                      | \$ 41,640    |
| Snow Removal                                            |                                                                                      | \$ 105,000   |
| Waste Removal                                           |                                                                                      | \$ 2,000     |
| Online Parking Fees                                     |                                                                                      | \$ 2,100     |
| Utilities - Electric                                    |                                                                                      | \$ 5,650     |
| Utilities - Water                                       |                                                                                      | \$ 2,750     |
| Mystery Shops                                           |                                                                                      | \$ 684       |
| R&M Revenue Control                                     |                                                                                      | \$ 40,000    |
| R&M Plumbing                                            |                                                                                      | \$ 900       |
| R&M Land & Buildings                                    |                                                                                      | \$ 2,000     |
| Offsite Rent                                            |                                                                                      | \$ 1,500     |
| Shuttle Rental                                          |                                                                                      | \$ 10,600    |
| Subtotal Operating Expenses                             |                                                                                      | \$ 233,406   |
| <b>TOTAL OPERATING EXPENSES</b>                         |                                                                                      | \$ 468,342   |
| <b>FIXED MANAGEMENT FEE</b>                             |                                                                                      | \$ 149,799   |
| <b>PERCENT MANAGEMENT FEE</b>                           |                                                                                      | \$ -         |
| <b>TOTAL MANAGEMENT FEE</b>                             |                                                                                      | \$ 149,799   |
| <b>TOTAL BUDGET</b>                                     |                                                                                      | \$ 618,141   |
| <b>PROCECTED PROFIT DUE MAA</b>                         |                                                                                      | \$ 1,087,984 |

<sup>1</sup> - SP+ will remain the Merchant of Record for Credit Card Processing and fees shall be deducted from Revenues in addition to Operating Expenses

# Hector International Airport

Original Budget Sent to Shawn Dobberstein on 6/15/2020

|                                                      |               |
|------------------------------------------------------|---------------|
| Total Operating Expenses                             | \$ 522,776.84 |
| Adjustment of Mgmt. Fee                              | \$ 45,000.00  |
| Revised Reimbursable Operating Expenses <sup>1</sup> | \$ 567,776.84 |

Revised Management Agreement effective 7/1/2020

|                          |                |              |
|--------------------------|----------------|--------------|
| Total Operating Expenses | \$ 618,141.28  | \$ 95,364.44 |
| Variance                 | \$ (50,364.44) |              |

December 1st - March 31st annually (service starts Dec. 15th)

|                                                  |                     |                |
|--------------------------------------------------|---------------------|----------------|
| Wages - 121 days/year x \$15/hour x 15 hours/day | \$ 27,225.00        |                |
| Payroll Taxes, Workers Comp, and Holiday         | \$ 2,754.92         |                |
| Overtime                                         | \$ 1,361.25         |                |
| Uniforms                                         | \$ 500.00           |                |
| Shuttle Rental 1 x 2600/mo + \$750/delivery      | \$ 10,600.00        |                |
| Fuel \$800/month                                 | \$ 3,300.00         |                |
| R&M                                              | \$ 500.00           |                |
| Recruiting                                       | \$ 500.00           |                |
| Shuttle Insurance                                | \$ 3,624.00         |                |
| <b>Sub-Total Expenses</b>                        | <b>\$ 50,365.17</b> | <b>\$ 0.73</b> |

## Included in Mgmt fee:

|                                        |                   |
|----------------------------------------|-------------------|
| FIXED MANAGEMENT BASE FEE              | \$ 45,000         |
| Technical Services Expense (PCI Co)    | \$ 4,500          |
| Company Auto Expense                   | \$ 13,500         |
| Parking & Auto                         | \$ 2,650          |
| Mobile Telephone (FM / AFM's)          | \$ 900            |
| Computer Expense                       | \$ 1,200          |
| Payroll Processing Charge              | \$ 760            |
| Accounts Payable Processing Charge     | \$ 1,350          |
| Local Listing Fee                      | \$ 252            |
| Liability Insurance                    | \$ 34,403         |
| Liability Insurance - Auto and Shuttle | \$ 14,496         |
| Bank Charges                           | \$ 1,932          |
| New Depreciation - (surface repair)    | \$ 8,333          |
| Depreciation                           | \$ 12,648         |
| Transportation Studies                 | \$ 5,000          |
| Telephone Long Distance                | \$ 275            |
| Telephone Local                        | \$ 2,600          |
| <b>Total:</b>                          | <b>\$ 149,799</b> |
| Monthly:                               | \$ 12,483         |

<sup>1</sup> Does not include Credit Card Processing Fees which is dependent on Gross Revenues

# **FAR Shuttle Budget**

December 1st - March 31st annually (service starts Dec. 15th)

|                                                       |           |
|-------------------------------------------------------|-----------|
| Wages - 121 days/year x \$15/hour x 15 hours/day      | \$ 27,225 |
| Payroll Taxes, Workers Comp, and Holiday              | \$ 3,019  |
| Overtime 5.0%                                         | \$ 1,361  |
| Uniforms                                              | \$ 500    |
| Shuttle Rental 1 x 2600/mo + \$750/delivery x 2 trips | \$ 10,600 |
| Fuel \$800/month                                      | \$ 2,800  |
| R&M                                                   | \$ 500    |
| Recruiting                                            | \$ 500    |
| <b>Sub-Total Expenses</b>                             | \$ 46,506 |
| <b>Sub-Total Expenses / day</b>                       | \$ 384    |

| Jan      | Feb      | Mar      | Apr      | Total     |
|----------|----------|----------|----------|-----------|
| 31       | 28       | 31       | 31       |           |
| \$ 6,975 | \$ 6,300 | \$ 6,975 | \$ 6,975 | \$ 27,225 |
| \$ 774   | \$ 699   | \$ 774   | \$ 774   | \$ 3,019  |
| \$ 349   | \$ 315   | \$ 349   | \$ 349   | \$ 1,361  |
| \$ 500   | \$ -     | \$ -     | \$ -     | \$ 500    |
| \$ 2,050 | \$ 2,600 | \$ 2,600 | \$ 3,350 | \$ 10,600 |
| \$ 400   | \$ 800   | \$ 800   | \$ 800   | \$ 2,800  |
| \$ 125   | \$ 125   | \$ 125   | \$ 125   | \$ 500    |
| \$ 500   | \$ -     | \$ -     | \$ -     | \$ 500    |

## **Input Values**

|                         |       |
|-------------------------|-------|
| Holiday Pay             | 0.88% |
| P/R Tax FICA            | 7.64% |
| Shuttle Rental          | 0.14% |
| P/R Cost - Workers Comp | 2.19% |
| P/R Tax FUTA            | 0.24% |

**EXHIBIT A**  
**FIRST YEAR ESTIMATED OPERATING EXPENSES**



**EXHIBIT A**  
**HECTOR INTERNATIONAL AIRPORT**  
**SP+ Airport Services**  
**July 2020 - June 2021**

|                                                                                      | <b>TOTAL</b>        |
|--------------------------------------------------------------------------------------|---------------------|
| <b>Gross Revenue</b>                                                                 | <b>\$ 1,961,791</b> |
| <b>Credit Card Fees<sup>1</sup></b>                                                  | <b>\$ (45,514)</b>  |
| <b>Net Revenue</b>                                                                   | <b>\$ 1,916,278</b> |
| <br><b>PAYROLL</b>                                                                   |                     |
| <b><u>MANAGEMENT</u></b>                                                             |                     |
| Facility Manager                                                                     | \$ 53,831           |
| Assistant Facility Manager                                                           | \$ 29,413           |
|                                                                                      | <b>\$ 83,244</b>    |
| <br><b><u>CASHIER/LICENSE PLATE INVENTORY</u></b>                                    |                     |
| <b>Shuttle Rental</b>                                                                |                     |
| Cashiers - 60 hours/week x weighted average rate x # of pay periods/month            | \$ 39,086           |
| Additional Cashier Hours: 40 hours/week x weighted avg rate x # of pay periods/month | \$ 21,103           |
|                                                                                      | <b>\$ 60,189</b>    |
| <br>Seasonal Shuttle: # of Days per month x \$15 x 15 hours per day                  |                     |
|                                                                                      | \$ 27,225           |
|                                                                                      | <b>\$ 170,658</b>   |
| <br><b>ADDITIONAL PAYROLL</b>                                                        |                     |
| Vacation/Holiday/Sick/OT & 401k (Includes Shuttle)                                   | <b>\$ 10,886</b>    |
|                                                                                      | <b>\$ 181,544</b>   |
| <br>Payroll Taxes & Workers Compensation (Includes Shuttle)                          |                     |
| Health Insurance                                                                     | \$ 17,496           |
|                                                                                      | \$ 35,896           |
|                                                                                      | <b>\$ 53,392</b>    |
|                                                                                      | <b>\$ 234,936</b>   |
| <br><b><u>OPERATING EXPENSES</u></b>                                                 |                     |
| Uniform & Laundry                                                                    | \$ 1,500            |
| Garage Supplies                                                                      | \$ 1,080            |
| Stationary/Office Supplies                                                           | \$ 1,800            |
| Office Supplies/Computer                                                             | \$ 350              |
| Office Equipment                                                                     | \$ 500              |
| Ticket Expense                                                                       | \$ 6,700            |



**EXHIBIT A**  
**HECTOR INTERNATIONAL AIRPORT**  
**SP+ Airport Services**  
**July 2020 - June 2021**

|                                      |                     |
|--------------------------------------|---------------------|
| Advertising/Marketing                | \$ 1,700            |
| Towing                               | \$ 1,752            |
| Postage & Freight                    | \$ 700              |
| Recruiting Expense/Background Checks | \$ 1,700            |
| Sign Shop Cost                       | \$ 800              |
| Property Taxes - Real                | \$ 41,640           |
| Snow Removal                         | \$ 105,000          |
| Waste Removal                        | \$ 2,000            |
| Online Parking Fees                  | \$ 2,100            |
| Utilities - Electric                 | \$ 5,650            |
| Utilities - Water                    | \$ 2,750            |
| Mystery Shops                        | \$ 684              |
| R&M Revenue Control                  | \$ 40,000           |
| R&M Plumbing                         | \$ 900              |
| R&M Land & Buildings                 | \$ 2,000            |
| Offsite Rent                         | \$ 1,500            |
| Shuttle Rental                       | \$ 10,600           |
| Subtotal Operating Expenses          | <u>\$ 233,406</u>   |
| TOTAL OPERATING EXPENSES             | <u>\$ 468,342</u>   |
| FIXED MANAGEMENT FEE                 | \$ 149,799          |
| PERCENT MANAGEMENT FEE               | <u>\$ -</u>         |
| TOTAL MANAGEMENT FEE                 | <u>\$ 149,799</u>   |
| TOTAL BUDGET                         | <u>\$ 618,141</u>   |
| PROCECTED PROFIT DUE MAA             | <u>\$ 1,087,984</u> |

<sup>1</sup> - SP+ will remain the Merchant of Record for Credit Card Processing and fees shall be deducted from Revenues in addition to Operating Expenses

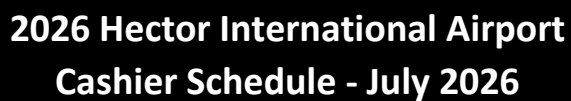


**EXHIBIT B  
FEES**

| <b>Violation</b>                                                                                                                                                                 | <b>Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>i) Operator's failure to complete and submit, on a timely basis, Gross Revenues Reports, the independent CPA Statements, or other reports required by Airport Management.</b> | \$50.00 for each day the report is late                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>ii) Unaccounted for Parking Tickets</b>                                                                                                                                       | <p>A. No penalty for any tickets which are less than 0.25% of the total number of tickets issued during the month.</p> <p>B. A penalty of \$5.00 per ticket for those tickets in excess of 0.25% or more but less than 0.5% of total tickets issued during the month.</p> <p>C. A penalty of \$10.00 per ticket for those tickets in excess of 0.5% or more but less than 1.0% of the total number of tickets issued during the month.</p> <p>D. A penalty of \$20.00 per ticket for those tickets in excess of 1.0% or more but less than 2.0% of the total number of tickets issued during the month.</p> <p>E. A penalty of \$30.00 per ticket for those tickets in excess of 2.0% or more of the total number of tickets issued during the month.</p> |
| <b>iii) Wait times at public parking exit booths of greater than 10 minutes.</b>                                                                                                 | Allow patrons to exit immediately without charge or provide patron up to 1 hour of free parking.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>iv) Operator's failure to complete and submit, on a timely basis, ACDBE reports or other reports required by Airport Management.</b>                                          | \$50.00 for each day the report is late.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**v) Failure to keep the Premises neat, clean, and properly maintained, as determined by Airport management.**

\$500.00 for the second violation of a similar nature during any twelve (12) month period and \$1,000.00 for each similar additional violation during such twelve (12) month period.



|     |       |       |       |  |     |       |       |       |
|-----|-------|-------|-------|--|-----|-------|-------|-------|
| SAT | 6A-1P | 1P-7P | 7P-1A |  | SAT | 6A-1P | 1P-7P | 7P-1A |
| 4   |       |       |       |  | 11  |       |       |       |
| SUN | 6A-1P | 1P-7P | 7P-1A |  | SUN | 6A-1P | 1P-7P | 7P-1A |
| 5   |       |       |       |  | 12  |       |       |       |
| MON | 6A-1P | 1P-7P | 7P-1A |  | MON | 6A-1P | 1P-7P | 7P-1A |
| 6   |       |       |       |  | 13  |       |       |       |
| TUE | 6A-1P | 1P-7P | 7P-1A |  | TUE | 6A-1P | 1P-7P | 7P-1A |
| 7   |       |       |       |  | 14  |       |       |       |
| WED | 6A-1P | 1P-7P | 7P-1A |  | WED | 6A-1P | 1P-7P | 7P-1A |
| 8   |       |       |       |  | 15  |       |       |       |
| THU | 6A-1P | 1P-7P | 7P-1A |  | THU | 6A-1P | 1P-7P | 7P-1A |
| 9   |       |       |       |  | 16  |       |       |       |
| FRI | 6A-1P | 1P-7P | 7P-1A |  | FRI | 6A-1P | 1P-7P | 7P-1A |
| 10  |       |       |       |  | 17  |       |       |       |
|     |       |       |       |  |     |       |       |       |
|     |       |       |       |  |     |       |       |       |
|     |       |       |       |  |     |       |       |       |
|     |       |       |       |  |     |       |       |       |
|     |       |       |       |  |     |       |       |       |