DULUTH AIRPORT AUTHORITY



DULUTH AIRPORT AUTHORITY MEETING AGENDA MARCH 16, 2021

DAA MARCH BOARD MEETING PARTICIPATION BY TELEPHONE OR OTHER ELECTRONIC MEANS PURSUANT TO MINNESOTA STATUTES SECTION 13D.021

Click below to access meeting:

March-DAA-Board-Notice.pdf (duluthairport.com)

AMATUZIO CONFERENCE ROOM DULUTH INTERNATIONAL AIRPORT

I *EXECUTIVE DIRECTORS REVIEW

Information Letter to DAA Directors.

II *APPROVAL OF PREVIOUS MEETING MINUTES & OTHER CONSENT AGENDA ITEMS

A. Approval of February 16, 2021 Meeting Minutes.

III *DAA CASH DISBURSEMENTS

A. Cash Disbursement Sheets #5, #6, #7, and #8, 2021. Construction Fund Sheets #2, 2021

IV *CORRESPONDENCE

- A. Airport News February 16, 2021 DAA News Release "Duluth International Airport -- Airport Noise Compatibility Study Online Public Workshop" and March 9, 2021 Star Tribune Article "Officials Consider New Regional Airport Authority to Help St. Cloud Airport's Finances".
- B. February 17, 2021 Letter from DAA to Citizens Committee Environmental Concerns (CCEC) Regarding DLH Part 150 Noise Study Abatement Recommendations.
- C. February 10, 2021 Letters from DAA to Senator Klobuchar, Senator Smith, Congressman Stauber and Congresswoman McCollum Regarding Replacement of the Air Traffic Control Tower at the Duluth International Airport (DLH) and February 25, 2021 Support Letter from MnDOT to Senator Klobuchar, Senator Smith, Congressman Stauber and Congresswoman McCollum for Replacement of the DLH Air Traffic Control Tower.
- D. February 28, 2021 E-Mail from Monaco Air Foundation with Summary of February 2021 Activities.
- E. Link for Metropolitan Airports Commission (MAC) Minutes -- https://metroairports.org/Airport-Authority/Metropolitan-Airports-Commission/Public-Meetings/Board-Meetings.aspx.

DULUTH AIRPORT AUTHORITY



V OPPORTUNITY FOR PERSONS TO BE HEARD

VI OLD BUSINESS

None

VII NEW BUSINESS

- A. Resolution to Approve 2021 Duluth Airport Authority Capital Improvement Plan (CIP).
- B. Resolution to Approve Work Order 2021–2 between Duluth Airport Authority and Short Elliot Hendrickson, Inc. (SEH, Inc.) for the design of the Hangar 101 Demolition.
- C. Resolution to Approve the License Agreement for the Display of Public Arts Between the Duluth Airport Authority and the City of Duluth.
- D. Resolution to Approve the Sky Harbor Concession & Storage Agreement Between the Duluth Airport Authority and Love Creamery, LLC.
- E. Resolution to Approve the Sky Harbor Operating Agreement Between the Duluth Airport Authority and Tom Sullivan.
- F. *January 2021 Financial Reports.
- G. *February 2021 Accounts Receivables.
- H. *February 2021 Airline & Landline Statistics.

VIII DIRECTORS REPORTS

Items annotated by an (*) are approved by consent and require no discussion or action unless questioned by a Director (In accordance with resolution passed by Directors at March 19, 2002).



Closer to everywhere.

DATE: March 16, 2021

TO: Duluth Airport Authority Board of Directors

FROM: Executive Director

SUBJECT: Executive Director's Review

The following items will be briefed during the Executive Director's Review. If action is required of the DAA on any of these items, they will also appear on the agenda. If you have questions or desire additional information, please contact me and I will provide it at the DAA meeting.

AIR SERVICE

- Correction January Passenger Totals
- 59% Decrease in Total Passengers YTD
- 59% Decrease February Passengers YOY
- 39.9% Decrease DL Total Passengers YTD
- 67.4% Decrease UA Total Passengers YTD
- 391 Landline Passengers in February
- Key Activity Metrics Update
- SCASD Grant Update

OPERATIONS/CONSTRUCTION/PLANNING

- Planning
 - Master Plan Update
 - o Part 150 Noise Study Update
- Construction
- Operations and Maintenance
 - o Operations Managers Transition Plan
 - o Terminal Roof Update
- Sky Harbor
 - o Building Area Master Plan Update

BUSINESS/PROPERTY DEVELOPMENT

COVID-19 Related Financial Relief to Tenants Update

FINANCIAL UPDATE

- 2020 Audit
- Operating Policy#18 Purchase Policy Update

MARKETING/COMMUNICATIONS

NSR

LEGISLATIVE UPDATE

COVID-19 Relief 3.0 Air Traffic Control Tower Building Replacement Sky Harbor LCCMR Amendment

PRESENTATIONS/TOURS/TRAVEL RECAP

NSR

OTHER

• Joint Zoning Board Update

Submitted by,

Tom Werner, C.M. Executive Director



DULUTH INTERNATIONAL AIRPORT

Travel Globally. Fly Locally.

DRAFT

MINUTES OF THE MEETING

DATE:

February 16, 2021

PLACE:

Amatuzio Conference Room

Duluth International Airport, Duluth, MN

DIRECTORS:

DIRECTORS PARTICIPATING VIA ELECTRONICS

MEANS:

Anna Tanski

Craig Fellman Kim Maki Todd Fedora Don McIsaac Jeff Anderson Elissa Hansen

OTHERS PARTICIPATING

VIA ELECTRONICS

MEANS:

Tom Werner, Executive Director

Mary Ann Wittkop, Recording Secretary Mark Papko, Director of Operations

Natalie Peterson, Director of Communications & Marketing

Jana Kayser, Business Development Manager Joelle Bodin, Director of Finance & Administration

Kathy Leon, Confidential Bookkeeper

Kaci Nowicki, SEH Shawn McMahon, SEH Matt Stewart, SEH Scott Sannes, SEH

Allison Andrashko, SEH

Bill King, Cirrus

President Tanski welcomed everyone to the DAA February Board meeting and called the meeting to order at 8:03 a.m. She performed the roll call noting herself, Dir. Fellman, Dir. Maki, Dir. Fedora, Dir. McIsaac, Dir. Anderson and Dir. Hansen as participating virtually. Mr. Tom Werner, Executive Director, updated on the Executive Director review:

EXECUTIVE DIRECTOR'S REVIEW:

 Air Service: Continuation of recent trend – over 67% decrease in total passengers and passengers compared to same period last year; Delta total passengers and passengers year over year decreased 41%; United numbers decreased 93.3%%; Landline had 501 passengers DAA Minutes February 16, 2021 Page 2

for the month of January. Small Community Air Service grant (SCASD) – have submitted packet, DOT has extended deadline to third week in March.

• Operations:

- Planning: Master Plan (MP) and Part 150 Noise Study -- Ms. Kaci Nowicki, SEH, updated on the MP recent activities, upcoming stakeholder meetings, and next steps all materials and summaries are posted to the project website. Part 150 noise study update public advisory committee (PAC) meeting was held February 3rd, virtual public workshop will be held this week, reviewed the project progress, and next steps; she explained how to register and a recording of the workshop will be available following the meeting. Mr. Werner and Ms. Nowicki detailed further on the public workshop and process, feedback, recommendations and alternatives.
- Operations: Mr. Mark Papko, Director of Operations, spoke on the draft 2021 Capital Improvement Plan (CIP) reviewing the State and FAA funded projects.
- Landside: Parties met and had a positive discussion on the proposed solution for the terminal roof; all agreed on the solution and are in preliminary discussions, will keep the Board updated. IT update busy transitioning services, significant improvements and efficiencies can be seen all ready. Briefed on the Airport Management Internship excited to bring in the additional support.
- Other: Joint Airport Zoning Board (JAZB) have received from MnDOT comments and response back on the proposed zoning ordinance for DLH; JAZB is putting together an outline for response.
- Sky Harbor: Mr. Matt Stewart, SEH, updated on the Sky Harbor master plan project spoke on progress, next steps, and upcoming meetings.
- Business/Property Development: Ms. Jana Kayser, Business Development Manager, analyzing information received regarding CARES Act 2.0, will update more next month.
- Financials: Ms. Joelle Bodin, Director of Finance & Administration, State Auditors plan to begin mid-March.
- Marketing: Natalie Peterson, Director of Communications & Marketing, slightly tweaking traditional media and updating COVID branded pieces in the terminal.
- Legislative: Mr. Werner briefed on CARES Act 2.0 analyzing program stipulations on latest relief bill; Congress is working on another COVID relief bill and due to a number of challenges, evaluating options for the amended LLCMR grant.
- Presentations Recap: Mr. Werner and Mr. Papko will be presenting virtually to the UWS Transportation Management class tonight.

Questions and discussion followed on several of the Executive Director's review items. Dir. McIsaac moved to approve the January 19, 2021 meeting minutes and consent items. Dir. Fedora seconded. Roll call, -- all ayes, motion carried.

CONSENT ITEMS

Cash Disbursement Sheets #1, #2, #3, and #42, 2021. Construction fund sheet #1, 2021.

DAA Minutes February 16, 2021 Page 3

Letter from State Auditor to DAA requesting annual audit for year ending December 31, 2020 and letter from the Office of the State Auditor to DAA confirming understanding of services. Airport news – DAA news release "Duluth International Airport Outperforms National Average of Passenger Numbers in 2020" and AAAE Regulatory Alerts "House Transportation Relief Package to Include \$8 Billion for 'Airport Relief'" and "Legislation Introduces in Senate and House to Better Protect Transportation Employees and Passengers from COVID-19".

E-Mail from Monaco Air Foundation with summary of January 2021 activities.

DLH Vision 2040 Master Plan newsletter.

Letter from Citizens Committee Environmental Concerns (CCEC) to DAA regarding lack of noise abatement in FAA recommendations.

Link for Metropolitan Airports Commission (MAC) Commission minutes -- https://metroairports.org/Airport-Authority/Metropolitan-Airports-Commission/Public-Meetings/Board-Meetings.aspx

OPPORTUNITY FOR PERSONS TO BE HEARD

None.

OLD BUSINESS

None.

NEW BUSINESS

Ms. Kayser explained the next two items are the same agreement but with different companies and reviewed the renewal agreements. Dir. Maki moved to approve resolution A and B the Transportation Network Company operating agreement between the Duluth Airport Authority and Rasier, LLC (UBER) and Lyft, Inc. Dir. McIsaac seconded. Roll call – all ayes. Motion carried.

President Tanski adjourned the February 16th DAA board meeting at 8:57 a.m.

Respectfully submitted,

Mary Ann Wittkop Recording Secretary

APPROVED:	1		1	DATE:	9 Mar 21
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Duluth Airport Authority DAA Operating Check Register #5-2021 11-Feb-21

DAA Operating Check Register

Number	Date	Transaction Type	Payee	\$105.48
9796	2/11/2021	BILLPMT	Anderson, Derek	\$59.15
9797	2/11/2021	BILLPMT	Aramark	\$60.00
9798	2/11/2021	BILLPMT	Bodin, Joelle	\$144.00
9799	2/11/2021	BILLPMT	Century Link	\$2,757,61
9800	2/11/2021	BILLPMT	Compudyne, Inc.	\$1,293,38
9801	2/11/2021	BILLPMT	Curtis Oil & Propane	\$44.32
9802	2/11/2021	BILLPMT	Forklifts of Minnesota	\$19,015.72
9803	2/11/2021	BILLPMT .	General Security Services Corporation	\$610.35
9804	2/11/2021	BILLPMT	ITWGSE	\$872.60
9805	2/11/2021	BILLPMT	Jamar Company	\$60.00
9806	2/11/2021	BILLPMT	Kayser, Jana	\$2,000.00
9807	2/11/2021	BILLPMT	Landrum and Brown, Incorporated	\$60.00
9808	2/11/2021	BILLPMT	Leon, Kathy	\$60.00
9809	2/11/2021	BILLPMT	Lyons, Kevin	\$15,888.00
9810	2/11/2021	BILLPMT	Marsden Building Maintenance	\$194.28
9811	2/11/2021	BILLPMT	Menards - Hermantown	\$38,121.48
9812	2/11/2021	BILLPMT	Minnesota Power	\$40.00
	2/11/2021	BILLPMT	MNDOT Office of Aeronautics	\$40.00
9813	2/11/2021	BILLPMT	NAPA Auto Parts	\$201.46
9814	2/11/2021	BILLPMT	Northern Tool & Equipment	\$201.40 \$60.00
9815	2/11/2021	BILLPMT	Papko, Mark	\$60.00
9816	2/11/2021	BILLPMT	Peterson, Natalie	\$86.20
9817	2/11/2021	BILLPMT	Shel/Don Group Inc.	\$60.00
9818	2/11/2021	BILLPMT	Sinnott, Paul	\$365.00
9819	2/11/2021	BILLPMT	Smith, Troy	\$60.00
9820	2/11/2021	BILLPMT	Smith, Troy R	\$100.00
9821 9822	2/11/2021	BILLPMT	State of Minnesota Department of Public Safety EPCRA Program	\$60.00
	2/11/2021	BILLPMT	Taylor, Dan	\$1,083.84
9823	2/11/2021	BILLPMT	Techniques Inc	\$60.00
9824	2/11/2021	BILLPMT	Timm, Kenneth	\$60.00
9825	2/11/2021	BILLPMT	Wabrowetz, Steve	\$3,666.06
9826	2/11/2021	BILLPMT	Waste Management of WI-MN	\$60.00
9827	2/11/2021	BILLPMT	Welch, Ryan	\$60.00
9828	2/11/2021	BILLPMT	Werner, Thomas	\$60.00
9829	2/11/2021	BILLPMT	Wittkop, Mary Ann	\$3,304.70
9830	2/11/2021	BILLPMT	Ziegler, Inc.	\$90,896.53
9831	211112021			φ30,030.00

Airport Director

Airport Authority

City Treasury

Duluth Airport Authority Operating Check Register #6 18-Feb-21

DAA Operating Check Register

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Document Number	Date	Typ	nsaction e	Payee	Amount
9832	2/18/2021	The state of the s	LPMT	Advantage Emblem & Screen Printing	\$480.00
9833	2/18/2021	BIL	LPMT	Aramark	\$59.15
9834	2/18/2021	BIL	LPMT	Benson Electric Company	\$1,620.23
9835	2/18/2021	BIL	LPMT	Century Link	\$190.88
9836	2/18/2021	BIL	LPMT	City Of Duluth Comfort Systems	\$9,384.31
9837	2/18/2021	BIL	LPMT	Como Lube & Supplies	\$987.25
9838	2/18/2021	BIL	LPMT	Curtis Oil & Propane	\$524.63
9839	2/18/2021	BIL	LPMT	Doorco	\$120.00
9840	2/18/2021	BIL	LPMT	Elite Tinting & Graphics	\$604.26
9841	2/18/2021	BIL	LPMT	Hotsy Minnesota	\$515.70
9842	2/18/2021	BIL	LPMT	Kraemer Construction, Inc.	\$375.00
9843	2/18/2021	BIL	LPMT	MacQueen Equipment, Inc.	\$12,527.34
9844	2/18/2021	BIL	LPMT	McGhee Productivity Solutions, Inc.	\$2,345.00
9845	2/18/2021	BIL	LPMT	Menards - Hermantown	\$257.50
9846	2/18/2021	BIL	LPMT	MRJ Consultants, LLC	\$875.00
9847	2/18/2021	BIL	LPMT	Oracle America, Inc.	\$653.40
9848	2/18/2021	BIL	LPMT	Pomp's Tire Service, Inc.	\$1,421.35
9849	2/18/2021	BIL	LPMT	Sam's Club	\$567.79
9850	2/18/2021	BIL	LPMT	Spectrum Business	\$154.79
9851	2/18/2021	BIL	LPMT	Superior Shooters Supply LTD	\$16.99
9852	2/18/2021	BIL	LPMT	United Truck Body Company, Inc.	\$8.46
9853	2/18/2021	СН	K	WF Bus Payment Processing - Joelle	\$2,450.30
9854	2/18/2021	_ CH	K	WF Bus Payment Processing - Tom	\$207.25
9855	2/18/202	BIL	LPMT	Ziegler, Inc.	\$261.60
Total					\$36,608.18

Airport Director

Airport Authority

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Duluth Airport Authority DAA Operating Check Register #7-2021 February 25, 2021

Document Number From 9860 To 9877

	LIVERSON STREET	CONTRACTOR AND AND THE AND THE PROPERTY OF THE		PARTS (Belle Vellerand) on a conference Section to
Documen	t N Date	Transaction Type	Payee	Amount
9860	2/25/2021	BILLPMT	Advantage Emblem & Screen Printing	\$85.00
9861	2/25/2021	BILLPMT	Benson Electric Company	\$391.61
9862	2/25/2021	BILLPMT	Blueglobes LLC	\$1,318.52
9863	2/25/2021	BILLPMT	CDW Government	\$267.28
9864	2/25/2021	BILLPMT	Compudyne, Inc.	\$3,887.42
9865	2/25/2021	BILLPMT	Grainger	\$345.32
9866	2/25/2021	BILLPMT	iFIDS.com Inc.	\$125.00
9867	2/25/2021	BILLPMT	Inter City Oil (ICO)	\$54.33
9868	2/25/2021	BILLPMT	Jamar Company	\$7,675.00
9869	2/25/2021	BILLPMT	Johnson Controls	\$14,812.61
9870	2/25/2021	BILLPMT	Menards - Hermantown	\$39.17
9871	2/25/2021	BILLPMT	Menards - West Duluth	\$156.83
9872	2/25/2021	BILLPMT	Metro Sales, Inc.	\$296.46
9873	2/25/2021	BILLPMT	Northern Business Products, Inc.	\$105.09
9874	2/25/2021	BILLPMT	Northern States Supply, Inc.	\$285.40
9875	2/25/2021	BILLPMT	Schindler Elevator Corp	\$1,265.81
9876	2/25/2021	BILLPMT	Swim Creative	\$500.00
9877	2/25/2021	BILLPMT	Transportation Security Clearinghouse	\$1,500.00
			Total	\$33,110.85

Airport Director

Airport Authority

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Duluth Airport Authority DAA Operating Check Register #8-2021 March 4, 2021

Document Number From 9878 To 9903

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Documer	nt N Date	Transaction Type	Payee	Amount				
9878	3/4/2021	BILLPMT	Aramark	\$155.56				
9879	3/4/2021	BILLPMT	Caywood Oil, LLC	\$197.96				
9880	3/4/2021	BILLPMT	Commissioner of Transportation	\$13,328.03				
9881	3/4/2021	BILLPMT	Como Lube & Supplies	\$180.00				
9882	3/4/2021	BILLPMT	Compudyne, Inc.	\$1,760.00				
9883	3/4/2021	BILLPMT	Dalco	\$453.28				
9884	3/4/2021	BILLPMT	Doorco	\$240.00				
9885	3/4/2021	BILLPMT	Duluth Lawn & Sport	\$18.48				
9886	3/4/2021	BILLPMT	General Security Services Corporation	\$1,176.00				
9887	3/4/2021	BILLPMT	Grainger	\$177.50				
9888	3/4/2021	BILLPMT	Guardian Pest Solutions	\$175.25				
9889	3/4/2021	BILLPMT	Hermantown Hydraulics, LLC	\$364.60				
9890	3/4/2021	BILLPMT	Jamar Company	\$1,552.00				
9891	3/4/2021	BILLPMT	Lift Pro	\$34.44				
9892	3/4/2021	BILLPMT	MB Companies inc.	\$1,349.14				
9893	3/4/2021	BILLPMT	Menards - Hermantown	\$313.35				
9894	3/4/2021	BILLPMT	NAPA Auto Parts	\$98.97				
9895	3/4/2021	BILLPMT	Nextera Communications	\$1,267.81				
9896	3/4/2021	BILLPMT	Northern States Supply, Inc.	\$43.90				
9897	3/4/2021	BILLPMT	NORTHFORCE	\$500.00				
9898	3/4/2021	BILLPMT	Sam's Club	\$35.00				
9899	3/4/2021	BILLPMT	Shel/Don Group Inc.	\$160.83				
9900	3/4/2021	BILLPMT	Thanks Again, LLC	\$12.73				
9901	3/4/2021	BILLPMT	Veoci Inc.	\$950.00				
9902	3/4/2021	BILLPMT	Viking Automatic Sprinkler	\$565.00				
9903	3/4/2021	BILLPMT	Ziegler, Inc.	\$164.20				
			То	tal \$25,274.03				

Airport Director Airport Authority

City Treasury

Duluth Airport Authority DAA Construction Check Register #2-2021 February 25, 2021

Document Number From 9856 To 9859

Documen	it N Date	Transaction Type	Payee	Amount
9856	2/25/2021	BILLPMT	1 A.W. Kuettel & Son's, Inc.	\$12,537.62
9857	2/25/2021	BILLPMT	1 MediaUSA Adverising Inc	\$500.00
9858	2/25/2021	BILLPMT	1 Short Elliott Hendrickson	\$187,018.97
9859	2/25/2021	BILLPMT	1 Swim Creative	\$2,874.40
,			Total	\$202,930.99

Airport Director

City Treasury



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FOR IMMEDIATE RELEASE:

CONTACT:

Natalie Peterson, Duluth Airport Authority, Director of Communications and Marketing 218-625-7768

PRESS RELEASE

DULUTH INTERNATIONAL AIRPORT Airport Noise Compatibility Study Online Public Workshop

DULUTH - The Duluth Airport Authority (DAA) is presenting an online Virtual Public Information Workshop on February 17th, 2021 at 6:00 p.m. for the Part 150 Noise Compatibility Study it is currently conducting. Due to concerns over public gathering limitations and public safety, the DAA and project team feel the online forum would be the best alternative at this time.

Please use the following web address to register for the online Virtual Public Information Workshop: https://DuluthAirport.com/noise-study/#community-involvement

Meeting materials for this Virtual Public Information Workshop can be found in the Community Involvement tab on the study website: https://duluthairport.com/noise-study/

Any comments or questions can be submitted during the Virtual Public Information Workshop and will be accepted after the virtual meeting for a period of 30 days. Please email questions and comments related to the Part 150 Study to: **DAA@DuluthAirport.com**

The purpose for conducting this Noise Compatibility Study at DLH is to develop a balanced and cost-effective plan to reduce current noise impacts from aircraft operations, where practical, and to limit the potential for future impacts. The Noise Compatibility Study is conducted under guidance provided in Part 150 of the Federal Aviation Regulations. The first component of the study is to identify Noise Exposure Maps (NEMs) and the second is to develop a Noise Compatibility Program (NCP).

For this public workshop, the materials presented will describe the Revised NEM contours and the recommend noise abatement and land use mitigation measures within the DLH NCP. The meeting will also give an overview of the next steps in the Part 150 Study process.

An important element of a successful Noise Compatibility Study at DLH is for the airport staff and consulting team to hear from residents of the communities in the vicinity of the airport that are most affected by aircraft noise levels. To make this possible, residents, business owners, and concerned citizens are encouraged to participate in the workshop and provide input, ask questions, and gain an understanding of the scope and purpose of the study.

The Federal Aviation Administration (FAA), whose officials and airport traffic control professionals are participating in the study process, provides funding for the Noise Compatibility Study. The FAA also reviews the results of the Part 150 Study and approves measures to limit the noise impact on local residents. An airport with an FAA-approved NCP is eligible for funding assistance to implement the measures in the NCP.

About Duluth International Airport

The new state-of-the-art passenger terminal at the Duluth International Airport opened for business on January 14, 2013. Currently, United Airlines offers daily nonstop flights to Chicago and Delta offers nonstop flights to Minneapolis/St. Paul. We are committed to providing our customers with superior services in a safe, secure and professional environment. Be sure to visit our new Club DLH Business Suite, designed with the working traveler in mind. Visit duluthairport.com, follow us on Twitter @DuluthAirport, and like us at facebook.com/duluthairport.

Officials consider new regional airport authority to help

St. Cloud airport's finances

Airport costs taxpayers \$875K annually but has \$44M economic impact.

By Jenny Berg Star Tribune

MARCH 9, 2021 - 7:20PM

ST. CLOUD – Officials that run the city's money-losing regional airport are trying to take a new approach to stem taxpayer losses and better position the 51-year-old facility for success. They are pinning their hopes on the creation of a new regional airport authority that would relieve financial pressure by sharing costs with other local governments and potentially unlock millions of dollars in federal aid.

A year ago, three counties — Stearns, Sherburne and Benton — began the lengthy process of winning crucial approval by the Federal Aviation Administration. "Of course, COVID was right around the corner," said Bill Towle, airport director. "It really stalled out most of 2020. Now we're getting right back into it."

St. Cloud and regional airports across the country are struggling for survival as competition intensifies to lure commercial carriers and private business. As significant travel restrictions were imposed to control the spread of COVID-19, air carriers took aggressive action by slashing routes, particularly to regional airports with lower ridership and higher costs.

City taxpayers kick in about \$875,000 each year to keep the St. Cloud Regional Airport afloat, a particular strain at a time when the pandemic is already squeezing city finances. The airport's operating budget is \$1.05 million this year, down 13% from 2020 due to decreased use and fewer passengers. To help offset the losses, the city is freezing two positions at the airport, according to the city's 2021 budget.

For years, regional airports across Minnesota have taken on debt or stretched finances to extend runways and improve amenities to appeal to carriers and air travelers. In the last few years, St. Cloud has added 500 feet to its main runway, repayed some taxiways and made other improvements aimed at encouraging the building of new hangars.

But the airport has struggled to attract new commercial carriers and flights due to its proximity to Minneapolis-St. Paul International Airport, which is 70 miles away and pulls about 7% of its originating traffic base from the St. Cloud area.

St. Cloud's only commercial carrier, Allegiant, offers year-round flights to Mesa, Ariz., and seasonal flights to Punta Gorda, Fla. In early February, Allegiant announced flights to Destin, Fla., on the panhandle from June to August.

The nine-member airport board met for the first time at the end of February to begin work on winning federal approval, which Towle hopes to get by the end of the year.

The airport is the sixth largest in Minnesota, following MSP, Rochester International, Duluth International, Bemidji Regional and Brainerd Lakes Regional, according to 2019 numbers. Of those, St. Cloud is the only municipally run airport. "For the most part, airports in this country are not self-sufficient but there's not a hard and fast rule for breaking even," Towle said. "It typically involves air service — commercial air service. That's generally how lots of these airports generate revenue to offset expenditures." But Towle said it's important to consider an airport's economic benefit to the region and weigh how much economic activity it generates against the required tax support.

Although St. Cloud Regional Airport operates at a loss subsidized by the city, a 2019 study showed the airport had an economic impact of about \$44 million in the tri-county area. "Is it worth it? For the most part, the answer is yes," Towle said. "It's a great bang for your buck."

The Duluth Airport Authority also operates at a loss — which was about \$8 million in 2019 — but received \$13.5 million in federal and state funding so it did not need to rely on taxpayers to support operations. "We rely very, very heavily on the grant system, both from MnDOT and the federal grant system," said Tom Werner, executive director.

The airport also maintains a line of credit with the city of Duluth, which allows cash flow for projects that are reimbursable. "[The] bottom line is we have not had to go to the taxpayers of our region to ask for money at all in order to keep that airport safe and secure," Werner said. "And we're quite proud of that."

Revenue generators at airports include parking fees and income from restaurants, gift shops and rental cars. In 2019, Duluth International brought in \$1.5 million in parking revenue, \$630,000 in car rentals and \$90,000 in concessions. Similarly, Rochester International Airport brought in \$890,000 in parking and \$1.2 million in car rentals.

The St. Cloud airport offers free parking. The 2019 study estimated the airport could bring in upward of \$145,000 each year with a fee — if travelers are willing to park at the airport.

Spreading the cost

The new regional structure would increase the airport's chances of nabbing federal funding and better reflect the airport's users, a majority of which are from the region, not city residents, according to St. Cloud Mayor Dave Kleis. That's why the board thinks it makes sense to share airport costs over the entire region.

"For the first time, the vast majority of the users [will be] paying a small amount and that keeps those costs down by spreading it out over a larger region," Kleis said.

Once the regional authority is established, the city will still pay about \$620,000 annually for the next decade to support operating expenses, as well as provide fire and police services for 10 years.

Because the airport has so few flights, it only saw a 25% decrease in total passengers last year, a fraction of the 62% drop at MSP. Towle said Allegiant maintained the same flight frequency throughout the year so it was eligible to receive CARES Act funding.

St. Cloud is also one of seven cities in Minnesota and Wisconsin where travelers can book airport shuttle service for Sun Country flights departing from MSP. Sun Country announced the shuttle service for St. Cloud in early February. Towle said he thinks the shuttle service will show the demand for service from central Minnesotans. "That's data that we can take to an airline that might be interested."

Staff writer Katie Galioto contributed to this report.

Jenny Berg • 612-673-7299

February 17, 2021

Dwight Morrison Citizens Committee for Environmental Concerns (CCEC) 5560 Highway 194, Hermantown, MN 55811

RE: DLH Part 150 Noise Study Abatement Recommendations

Mr. Morrison,

Thank you for your recent inquiry concerning the Duluth International Airport (DLH) Noise Compatibility Program (NCP) recommendations presented at the Planning Advisory Committee (PAC) meeting on February 3rd, 2021. The purpose of conducting a Part 150 Noise Compatibility Study is to identify potential measures to reduce the impacts of noise from existing aircraft operations on incompatible land uses within the 65+ DNL contour (FAA impact threshold), and to discourage the introduction of new incompatible land uses within the 65+ DNL contour.

We understand that at some airports noise abatement alternatives can have a benefit to impacted homes within the 65+ DNL contour. However, as each airport is different, limitations may exist that reduce and/or negate the effectiveness of noise abatement alternatives addressing incompatible land uses within the 65+ DNL contour.

At the September 17th, 2020 PAC meeting a total of eight (8) noise abatement alternatives and the potential benefits each alternative could provide were discussed. The meeting presentation was posted on the study website and sent directly to PAC members who requested the information. Following the September 2020 PAC meeting no comments were received from PAC members or the CCEC on additional noise abatement alternatives for consideration. The noise abatement alternatives that were evaluated and discussed with the PAC as part of the DLH NCP are listed below:

- 1. Flight Track Modifications (1)
- 2. Runway Use Modifications (2)
- 3. Aircraft Operational Procedures
 - a. Optimized Profile Descent (OPD) (3)
 - b. Distant Noise Abatement Departure Profile (NADP) (4)
 - c. Close-in Noise Abatement Departure Profile (NADP) (5)
- 4. Airport Facility Modifications
 - a. Extension of Runway 03/21 (6)
 - b. Noise barriers (7)
- 5. Airport Facility Restrictions (8)



The extension of Runway 03/21 was recommended for further investigation, while the other noise abatement alternatives were considered to have no benefits for the properties impacted by the 65+ DNL. The resulting noise analysis and impact analysis determined the extension to Runway 03/21 would provide limited benefits to homes currently impacted by the 65+ DNL contour and would potentially impact homes that were previously not impacted by the 65+ DNL. The results of this analysis was presented to the PAC during the September 17th, 2020 meeting. Following this meeting no comments were received from PAC members or the CCEC regarding additional noise abatement alternatives that should be considered for analysis and inclusion in the DLH NCP.

The study team would like to provide the CCEC with an opportunity to establish potential noise abatement alternatives that may not have been considered for evaluation previously. The study team is requesting the CCEC provide a description of any noise abatement alternative, that was not previously considered, that would have a significant benefit to the homes impacted by the 65+ DNL contour and falls within FAA guidelines outlined in the Code of Federal Regulations (CFR) Part 150.

We value and look forward to your input and participation in this process.

Sincerely,

Tom Werner, C.M.

Executive Director

Duluth Airport Authority



Senator Amy Klobuchar 425 Dirksen Senate Office Building Washington DC, 20510

RE: Replacement of the Air Traffic control Tower at the Duluth International Airport

Dear Senator Klobuchar,

I am writing to request Federal funding support replace the air traffic control tower (ATC) at the Duluth International Airport (DLH). Duluth's ATC facility is 70 years old and past its useful life. Historically, funding the replacement of the ATC facility has been a challenge for the Duluth Airport Authority (DAA). The ATC facility is not eligible under the FAA's Airport Improvement Program (AIP). The FAA has limited mechanisms to invest in the current facility because the facility is not owned by the Federal government.

ATC services at DLH not only provide navigational assistance to approximately 65,000 annual operations at DLH every year, but also navigational support to pilots traversing the region to any number of airports in Northeast Minnesota.

The Duluth International Airport contributes \$760.6 million annually to the region's economy by facilitating commercial passenger flights, cargo, and emergency medical flights daily. A viable ATC facility is critical to sustaining the growth of air commerce and emergency services vital to all Northeast Minnesota. The airport is also home to the Minnesota Air National Guard's 148th Fighter Wing. ATC services are a critical component of their regular training missions in support of our national defense.

In addition to the buildings age and deterioration, the ATC facility has sightline limitations to parts of the airfield. The DAA has undertaken an airfield master plan project that includes amongst its primary objectives, determining a suitable location for a new ATC facility that complements that projected growth in airfield development and air commerce.

The DAA and MNDOT have partnered to provide over \$500,000 in life, health, and safety sustaining improvements since 2015.

Federal funding support is a critical component to initiating this long-over-due project in service of safe air transportation in Northeast Minnesota. I urge your support for this project's eligibility in the infrastructure bill to come.

Sincerely,

Digitally signed by Tom

Tom Werner Date: 2021.03.01 08:21:02

Tom Werner

Executive Director

Duluth Airport Authority



Senator Tina Smith 720 Hart Senate Office Building Washington DC, 20510

RE: Replacement of the Air Traffic control Tower at the Duluth International Airport

Dear Senator Smith,

I am writing to request Federal funding support replace the air traffic control tower (ATC) at the Duluth International Airport (DLH). Duluth's ATC facility is 70 years old and past its useful life. Historically, funding the replacement of the ATC facility has been a challenge for the Duluth Airport Authority (DAA). The ATC facility is not eligible under the FAA's Airport Improvement Program (AIP). The FAA has limited mechanisms to invest in the current facility because the facility is not owned by the Federal government.

ATC services at DLH not only provide navigational assistance to approximately 65,000 annual operations at DLH every year, but also navigational support to pilots traversing the region to any number of airports in Northeast Minnesota.

The Duluth International Airport contributes \$760.6 million annually to the region's economy by facilitating commercial passenger flights, cargo, and emergency medical flights daily. A viable ATC facility is critical to sustaining the growth of air commerce and emergency services vital to all Northeast Minnesota. The airport is also home to the Minnesota Air National Guard's 148th Fighter Wing. ATC services are a critical component of their regular training missions in support of our national defense.

In addition to the buildings age and deterioration, the ATC facility has sightline limitations to parts of the airfield. The DAA has undertaken an airfield master plan project that includes amongst its primary objectives, determining a suitable location for a new ATC facility that complements that projected growth in airfield development and air commerce.

The DAA and MNDOT have partnered to provide over \$500,000 in life, health, and safety sustaining improvements since 2015.

Federal funding support is a critical component to initiating this long-over-due project in service of safe air transportation in Northeast Minnesota. I urge your support for this project's eligibility in the infrastructure bill to come.

Sincerely,

Tom Werner Date: 2021.03.01 08:20:24

Tom Werner
Executive Director
Duluth Airport Authority



Congressman Pete Stauber 126 Cannon House Office Building Washington DC, 20515

RE: Replacement of the Air Traffic control Tower at the Duluth International Airport

Dear Congressman Stauber,

I am writing to request Federal funding support replace the air traffic control tower (ATC) at the Duluth International Airport (DLH). Duluth's ATC facility is 70 years old and past its useful life. Historically, funding the replacement of the ATC facility has been a challenge for the Duluth Airport Authority (DAA). The ATC facility is not eligible under the FAA's Airport Improvement Program (AIP). The FAA has limited mechanisms to invest in the current facility because the facility is not owned by the Federal government.

ATC services at DLH not only provide navigational assistance to approximately 65,000 annual operations at DLH every year, but also navigational support to pilots traversing the region to any number of airports in Northeast Minnesota.

The Duluth International Airport contributes \$760.6 million annually to the region's economy by facilitating commercial passenger flights, cargo, and emergency medical flights daily. A viable ATC facility is critical to sustaining the growth of air commerce and emergency services vital to all Northeast Minnesota. The airport is also home to the Minnesota Air National Guard's 148th Fighter Wing. ATC services are a critical component of their regular training missions in support of our national defense.

In addition to the buildings age and deterioration, the ATC facility has sightline limitations to parts of the airfield. The DAA has undertaken an airfield master plan project that includes amongst its primary objectives, determining a suitable location for a new ATC facility that complements that projected growth in airfield development and air commerce.

The DAA and MNDOT have partnered to provide over \$500,000 in life, health, and safety sustaining improvements since 2015.

Federal funding support is a critical component to initiating this long-over-due project in service of safe air transportation in Northeast Minnesota. I urge your support for this project's eligibility in the infrastructure bill to come.

Sincerely,

Tom Werner Date: 2021.03.01 08:12:57

Tom Werner
Executive Director
Duluth Airport Authority



Congresswoman Betty McCollum 2256 Rayburn House Office Building Washington, DC 20515

RE: Replacement of the Air Traffic control Tower at the Duluth International Airport

Dear Congresswoman McCollum,

I am writing to request Federal funding support replace the air traffic control tower (ATC) at the Duluth International Airport (DLH). Duluth's ATC facility is 70 years old and past its useful life. Historically, funding the replacement of the ATC facility has been a challenge for the Duluth Airport Authority (DAA). The ATC facility is not eligible under the FAA's Airport Improvement Program (AIP). The FAA has limited mechanisms to invest in the current facility because the facility is not owned by the Federal government.

ATC services at DLH not only provide navigational assistance to approximately 65,000 annual operations at DLH every year, but also navigational support to pilots traversing the region to any number of airports in Northeast Minnesota.

The Duluth International Airport contributes \$760.6 million annually to the region's economy by facilitating commercial passenger flights, cargo, and emergency medical flights daily. A viable ATC facility is critical to sustaining the growth of air commerce and emergency services vital to all Northeast Minnesota. The airport is also home to the Minnesota Air National Guard's 148th Fighter Wing. ATC services are a critical component of their regular training missions in support of our national defense.

In addition to the buildings age and deterioration, the ATC facility has sightline limitations to parts of the airfield. The DAA has undertaken an airfield master plan project that includes amongst its primary objectives, determining a suitable location for a new ATC facility that complements that projected growth in airfield development and air commerce.

The DAA and MNDOT have partnered to provide over \$500,000 in life, health, and safety sustaining improvements since 2015.

Federal funding support is a critical component to initiating this long-over-due project in service of safe air transportation in Northeast Minnesota. I urge your support for this project's eligibility in the infrastructure bill to come.

Sincerely,

Tom Werner Date: 2021.03.01 08:21:26

Tom Werner
Executive Director
Duluth Airport Authority



Minnesota Department of Transportation 395 John Ireland Boulevard St. Paul, Minnesota 55155

February 25, 2021

Senator Amy Klobuchar 425 Dirksen Senate Office Building Washington DC, 20510

Congresswoman Betty McCollum 2256 Rayburn House Office Building Washington, DC 20515 Senator Tina Smith 720 Hart Senate Office Building Washington DC, 20510

Congressman Pete Stauber 126 Cannon House Office Building Washington DC, 20515

Re: Replacement of the Air Traffic control Tower at the Duluth International Airport

Dear Senators Klobuchar and Smith and Representatives McCollum and Stauber:

The Minnesota Department of Transportation (MnDOT) has reviewed and supports replacement of the air traffic control tower (ATC) at the Duluth International Airport (DLH) in Duluth, Minnesota.

Duluth's ATC facility is 70 years old and past its useful life. As a part of Minnesota's system of airports, the ATC services at DLH not only provide navigational assistance to approximately 65,000 annual operations at DLH every year, but also navigational assistance to pilots traversing the region to any number of airports in Northeast Minnesota.

In addition to the building's age and deterioration, the ATC facility has sightline limitations to parts of the airfield. The Duluth Airport Authority (DAA) has undertaken an airfield master plan project, which includes a suitable location for a new ATC facility that complements projected growth in airfield development and air commerce, among its primary objectives.

DLH is home to the Minnesota Air National Guard's 148th Fighter Wing. The ATC services are a critical component of their regular training missions in support of our national defense. The Duluth International Airport contributes \$760.6 million annually to the region's economy by facilitating daily commercial passenger, emergency medical and cargo flights. A viable ATC facility is critical to sustaining the growth of air commerce and emergency services vital to all Northeast Minnesota.

MnDOT has provided \$423,176 in grant funding since 2016, to the DAA to assist with life, health and safety sustaining projects.

Federal funding support is a critical component to initiating this long-over-due project in service of safe air transportation in Northeast Minnesota. I urge your support for this project's eligibility in the infrastructure bill to come.

Sincerely,

Margatet Anderson Kelliher

Margaret Andrew Kelliher

Commissioner

cc: Tom Werner, Executive Director, Duluth Airport Authority
Nancy Daubenberger, Deputy Commissioner and Chief Engineer, MnDOT
Tim Henkel, Assistant Commissioner, MPPM, MnDOT
Jean Wallace, Assistant Division Director, MPPM, MnDOT
Cassandra Isackson, Director, Aeronautics, MnDOT

Equal Opportunity Employer

Mary Ann Wittkop



From:

Don Monaco <donm@monacoairduluth.com>

Sent:

Sunday, February 28, 2021 7:04 AM

To:

Tom Werner; 'Anna Tanski (anna@visitduluth.com)'

Cc:

'Dave Gaddie (dgaddie@bell.bank)'; 'Greg Fox (gregandsheilafox@hotmail.com)'; 'Bill

King (BKing@cirrusaircraft.com)'; Michael A. Magni; 'Pat Mullen

(runtrailfree@gmail.com)'; 'Richard Stewart (RStewart@uwsuper.edu)'; 'Fedora, Todd P';

'Steve Overom (soverom@overomlaw.com)'; Mary Ann Wittkop

Subject:

February, 2021 Monaco Air Foundation Report

Follow Up Flag:

Follow up

Flag Status:

Flagged

Tom and Anna,

Please share this report with the Duluth Airport Authority Board at its next regularly scheduled meeting.

Summary of February, 2021 Activities

Airport Tour Program: The Foundation continues to offer Duluth International Airport tours to groups of high school students and to other groups upon request. Tours have been suspended during the COVID-19 pandemic and will resume after groups begin requesting tours and procedures for safe conduct are in place.

Other Initiatives: The Foundation welcomes additional requests from the Duluth Airport Authority Board for initiatives the Board would like the Foundation to pursue.

Please let me know if you have any questions about this month's report.

Respectfully submitted,

Don Monaco

President
Monaco Air Foundation, Inc.
4535 Airport Approach Road
Duluth, MN 55811

Phone: 218-727-2911 Mobile: 630-728-5571 Fax: 218-336-0001

<u>donm@monacoairduluth.com</u> <u>www.monacoairduluth.com</u>



Duluth Airport Authority Resolution to Accept the Capital Improvement Plan for 2021-2022 for the Duluth International Airport (DLH) and the Sky Harbor Airport (DYT)

Terms:

Planned capital and equipment projects for Federal Fiscal Year 2021 and State
 Fiscal Year 2022

Agreement Overview

This is an overview of projects and equipment that Duluth International and Sky Harbor will seek federal and state assistance through the Airport Improvement Program and/or state funding sources.

Background:

The 2021 Capital Improvement Plan (CIP) was coordinated with the FAA and MnDOT Aeronautics development staff. The projects identified in the CIP, and listed below, are included in Federal Fiscal Year 2021 (October 1, 2020 – September 30, 2021), and State Fiscal Year 2022 (July 1, 2021 – June 30, 2022).

The proposed projects for Duluth International include:

- Taxiway A Reconstruction (Phase 1)
- Hangar 101 Removal (Design and Construction)
- Taxilane Pavement Repair (T-Hangar/Ranch Unit)
- Pavement Maintenance
- Snow Removal Equipment (SRE) Acquisition (Multi-purpose equipment)

The proposed projects for Sky Harbor include:

Automated Weather Observation System (AWOS) Relocation

Updated DLH 3-Mar-21 **Duluth International Airport (DLH)** Annual Entitlements through 2020: Annual Entitlements 2021 \$ CIP 2021-2034 1,588,761 FEDERAL OR Funding Rates FAA Funding Local (DAA/Sponsor/ Other Funding Cost (Entitlement and Discretionary) State Funding Other Funding Project Type PFC) Funding Source Source Entitlement Balance YEAR (FFY/SFY) FAA State Local Annual Entitlement \$ Total Entitlement \$ 1,588,761,00 CALENDAR YEAR 2021 151,247.00 PLANNING AND ENVIRONMENTAL \$ - \$ \$ \$ ENGINEERING AND CONSTRUCTION \$95,500 90% 5% 5% 85,950 \$ FFY2021 Taxiway A - Preliminary Design (Phase 1) Engineering \$ 22,125 \$ 22,125 MCCA PR PR 398,250 \$ 16,800.00 \$ FFY2021 Taxiway A - Final Design, Plans and Specifications (Phase 1) Engineering \$459,300 PR \$ 6,795,000 \$ 377,500 \$ 1,100,000.00 \$ 377,500 MCCA \$8,650,000 PR PR \$ FFY 2021 Taxiway A - Construction - (Phase 1) Construction PR Engineering \$50,000 70% 30% 35,000 \$ 15,000 SFY 2022 Hangar 101 Removal - Design 0% \$ - \$ 175,000 75,000 SFY 2022 Hangar 101 Removal - Construction Construction/Admin \$250,000 0% 70% 30% \$ - \$ \$ 45,000 30% \$ 105,000 \$ SFY 2022 Taxilane Pavement Repair (T-Hangar) Construction \$150,000 0% 70% 70% 30% \$ - 5 105,000 s 45,000 Maintenance \$150,000 0% SFY 2022 Pavement Maintenance EQUIPMENT \$1,080,336 PR PR PR \$ 890,776 \$ 49,488 \$ 140,072 FFY 2021 Multi-Purpose SRE Equipment 1,116,800 \$ 724,472 \$ CALENDAR YEAR TOTALS 8,169,976 \$ 873,888 \$ \$10,885,136 \$

DYT

Updated 2-Mar-21

Remaining Balance

\$17,649

Sky	Harbor	Airport	(DYT)	

				Sку н		21-2038								Annual Entitlements	\$ 150,000
FEDERAL OR STATE FISCAL YEAR						Funding Rate	s	FAA Funding (Entitlement and				Other Funding Local Funding			Remaining Entitlement
(FFY/SFY)		Future Development	Project Type	Cost	FAA	State	Local	Descretionary)	State Funding	Other Funding	Local Funding	Source	Source	Borrowed Entitlements	Balance
										Deliver make (see 1 mil)	A STATE OF THE STA			Annual Fallitanias	
CALENDAR YE														Annual Entitlement	\$89,010
	EAR 2021 ENVIRONMENTAL													Annual Entitlement	\$89,010
PLANNING AND I														Annual Entitlement	\$89,010



Duluth Airport Authority Short Elliott Hendrickson Inc. (SEH) Work Order 2021-2 for Final Design for the Hangar 101 Demolition Project at the Duluth International Airport

Terms:

- Estimated start date of March 17, 2021
- Estimated end date of June 30, 2021

Agreement Overview:

This work order includes final design for the demolition of Hangar 101 project at Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 1-21-2020) between the DAA and SEH remain in effect for this work order.

Background:

Hangar 101 is located at **Error! Reference source not found.**, and consists of the former Commerative Air Force hangar and adjacent office space. The building and hangar are structurally deficient and was condemned at a previous board meeting. To maintain safety, the building will be removed, preparing the site for future development.

This scope of engineering services includes final design for demolition, including regulated materials assessment, environmental determination (CATEX) with Section 106 SHPO review, plan drawings and specifications, construction bidding documents, as well as public outreach and project management. Project bidding is anticipated for June of 2021. Construction/demolition is anticipated to take place in the summer of 2021.

Final design of this project is Minnesota Department of Transportation (MnDOT) eligible and is anticipated to be funded at 70 percent by MnDOT Aeronautics.

WORK ORDER No. 2021-2 Between

Dated: March 17, 2021

The Duluth Airport Authority (DAA) (Owner) and Short Elliott Hendrickson Inc. (SEH) (Consultant)

HANGAR 101 DEMOLITION (FINAL DESIGN) **DULUTH INTERNATIONAL AIRPORT (DLH)** This work order includes final design of the demolition of Hangar 101 at the Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 5-19-2020) between the DAA and SEH remain in effect for this work order. Estimated start date is March 17, 2021; estimated end date is June 30, 2021. Compensation by the Owner to the Consultant shall be a lump sum amount of \$59,500.00. A description of the services to be provided is included in Attachment A. A detailed estimate of labor cost and expenses is included in Attachment B. Point of Contact: Shawn McMahon, PE APPROVED: **Duluth Airport Authority (DAA)** Short Elliott Hendrickson Inc. Title: Principal Date: March 17, 2021 Date:

Title:_____

Date:

ATTACHMENT A Duluth International Airport (DLH)

Hangar 101 Demo
Projected State Grant SP No. A
Scope of Work

(Environmental Material Review, Final Design, Plans and Specifications, and Bidding Services)

General – Hangar 101 at the Duluth International Airport (DLH) is located in the building area, it is south of Taxiway A and west of the airport SRE Building. Hangar 101 is no longer useable and needs to be removed. The structure has deteriorated, and due to safety concerns and the state of the building the hangar has been condemned.



This work scope includes the review of environmental materials, final design, plans and specifications development, and bidding. (Construction observation, administration, and closeout are excluded.)

The project schedule includes design in 2021 with a bidding period and bid opening in early June of 2021. Construction is anticipated to occur as early as possible in the summer of 2021.

Project Deliverables – The project deliverables of this scope include the following:

1. Project formulation

- 2. Environmental Materials Review and Assessment
- 3. Plan drawings for Hangar 101 Demolition
- 4. Construction bidding documents for Hangar 101 Demolition
- 5. Bidding services
- 6. Project management

This work scope includes:

Work Element 1: Project Formulation

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Duluth Airport Authority (DAA) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to MnDOT Office of Aeronautics for review and will be updated based on input received.

Task 1.2 – Project Formulation – SEH will complete the project and grant preapplication documentation, environmental review submittals, cost breakdowns and eligibility determinations for the approved scope of work.

Work Element 2: Asbestos and Regulated Materials Assessment

Task 2.1 – Asbestos Inspection – SEH will provide a Minnesota Certified Asbestos Inspector to collect up to 80 bulk samples of potential asbestos containing material (ACM). It is understood that the SEH inspector will use the destructive method to collect samples. As part of the asbestos inspection, the ACM identified within the structure will be quantified and locations documented for future abatement. SEH will prepare a summary report identifying ACM or potential ACM, locations, approximate quantities, and a figure depicting ACM locations that were identified.

Task 2.2 – Regulated Materials Assessment – SEH will complete a walk-through of the property and an inspection of the structure located on the subject property to determine the presence and location of regulated materials at the site or contained within the building materials. This assessment includes fluorescent bulbs/ballasts, mercury containing switches, CFCs, containers, etc. Permitted and non-permitted required confined spaces are exempted from this scope of work. SEH will prepare a summary report identifying regulated materials that were identified. If peeling paint is identified during the assessment up to 2 paint samples will be collected and analyzed for lead.

Work Element 3: Plan Drawings for Hangar 101 Demolition

Final design and plan drawings for the Hangar 101 Demolition will be prepared in accordance with federal and state guidelines. Applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

- Task 3.1 Environmental Coordination and Permits SEH will develop a Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans. Additionally, the scope of work includes completion and/or coordination of the following permits:
 - MPCA NPDES permit application
- Task 3.2 Construction Safety and Phasing Plan Development SEH will develop a construction safety and phasing plan (CSPP). SEH will meet with DAA staff, airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The preliminary CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded for FAA airspace review.
- Task 3.3 Construction Plan Sheets Specific plan sheets to be developed and included in the plan set are as follows:
 - Title Sheet
 - Construction Safety Plan
 - Construction Phasing Plan
 - Construction Signage Plan
 - Statement of Estimated Quantities
 - Details and Construction Notes
 - Utility Locations Plan
 - Removal Plan
 - Erosion Control Plan and Details
- Task 3.4 Quality Control Site Visit SEH will conduct a quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents.

Work Element 4: Construction Bidding Documents for Hangar 101 Demolition

Elements of the Construction Bidding Documents will be prepared in accordance with applicable FAA AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

- Task 4.1 Construction Bidding Documents A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, State and Federal requirements, wage rates, technical specifications and special provisions.
- Task 4.2 Quantity Calculations and Final Engineer's Estimate –This task includes finalization of quantities associated with the project for use in the bid package. A final engineer's estimate using these quantities is also included.
- Task 4.3 Quality Control Reviews –This task includes quality control reviews of the project plans and specifications, quantity determinations and construction cost estimates. An on-site plan review with DAA staff is included.

Work Element 5: Bidding Services

Bidding Services include the following tasks:

- **Task 5.1 Pre-Bid Meeting** SEH will schedule, plan, attend, and lead a pre-bid meeting on site to allow prospective bidders the opportunity to become familiar with the project site, work scope, conditions, and schedule.
- Task 5.2 Bidding and Award Respond to questions from prospective bidders and issue addenda as needed. Assist the sponsor with obtaining construction bids for project, including arranging for bid advertisement, attending the bid opening and tabulating bid results. Provide a recommendation of award of contractor to the Sponsor and assist with requesting a State grant for the project.

Work Element 6: Project Management – This task includes the overall project management of Work Elements 1 through 6 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

- Task 6.1 Design Team Meetings –This task includes weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members.
- Task 6.2 Agency Meetings –This task includes monthly meetings by the design team, MnDOT Office of Aeronautics, FAA ADO, DAA staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items.
- Task 6.3 Public Involvement Meetings and Notifications This task includes specific meetings with airfield businesses, airfield tenants, terminal tenants, DAA staff meetings, and other critical stakeholders to provide updates on the status of the project and address any issues or concerns. This task also includes project mailing and notifications will be sent out to the stakeholders.
- Task 6.4 Overall Project Management –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates and monthly invoices.

PROJECTED SUBMITTAL DATES:

The anticipated submittal dates are:

March 17, 2021

May 12, 2021

June 3, 2021

June 7, 2021

Board consideration of SEH's proposal 100% Plan and Spec Completion

Bid Opening

State grant application

ATTACHMENT B ESTIMATED FEES AND EXPENSES HANGAR 101 DEMOLITION ENVIRONMENTAL MATERIAL REVIEW, FINAL DESIGN, PLANS AND SPECIFICATIONS, and BIDDING DULUTH INTERNATIONAL AIRPORT (DLH) DULUTH, MN

Task	TI-Dinto-	Project Director	Project Manager	Project Engineer	Sr. Aviation Planner	Senior Technician	Sr. Project Architect	Project Scientist	Admin Technician
No.	Task Description	Director	i wanager	ruguisei	riamei	1 6 CHINICIAN	Acontect	Colorniot	1 Toolinadan
	t Formulation '					office Country in the	1 0		
	Scoping, Review, and Coordination	2	2	· 4			2		ļ <u>.</u>
	Project Formulation	1	1	2	8		2	8	2
	tos and Regulated Materials Assessment				~~~~		·		-
2.1	Asbestos Inspection		2		2			40	
2.2	Regulated Materials Assessment		2	L	2			40	<u> </u>
Plan L	Drawings for Hangar 101 Demolition								
3.1	Environmental Coordination and Permits	2	2	2			2	2	
	MPCA NPDES/SWPPP Permit			2		2			
3.2	Construction Safety and Phasing Plan Development	2	2	4	2	4			
3.3	Construction Plan Sheets	2	2	40	2	40	4	4	
3.4	Quality Control Site Visit			4			4		
Const	ruction Bidding Documents for Hangar 101 Demolition		9.60		~				
4.1	Construction Bidding Documents		2	20			6		4
4.3	Quantity Calculations and Final Engineer's Estimate		2	4		4	2		
4.4	Quality Control Reviews	2	2				2		2
	g Services								
	Pre-Bid Meeting		4	8			4		-
	Bidding and Award		4	4			4		4
	t Management								
6.1	Design Team Meetings	2	4	4	4	2	4		2
	Agency Meetings	1	2	2	2				
6.3	Public Involvement Meetings and Notifications	2	4	4	4				2
6.4	Overall Project Management		, 6				4		
	Total hours per labor category	16	43	104	26	52	40	94	16

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	1	Rate	Extension
Project Director		16	\$75.16	\$1,202.56
Project Manager		43	\$59.98	\$2,579.14
Project Engineer		104	\$35.55	\$3,697.20
Sr. Aviation Planner		26	\$68.28	\$1,775.28
Senior Technician		52	\$41.25	\$2,145.00
Sr. Project Architect		40	\$56,64	\$2,265.60
Project Scientist		94	\$35,35	\$3,322.90
Admin Technician		16	\$29,99	\$479.84

Total Direct Labor Costs: Direct Salary Costs plus Overhead (72%) 391 \$17,467.52 \$30,044.13 \$47,511.65

Fixed Fee on Labor Costs (15%)

\$7,126.75

ESTIMATE OF EXPENSES:

Total Labor Costs

Direct Expenses	Quantity	Rate	Extension
Computer Charge	391	\$3.00	\$1,173.00
Field Equipment/Supplies for Testing	1	\$50.00	\$50.00
SEH Vehicle	1	\$35.00	\$35.00
Lead Lab Testing (Pace)	2	\$22.00	\$44.00
Asbestos Lab Testing (EMSL)	80	\$20.00	\$1,600.00
Employee Mileage	2,640	\$0.56	\$1,478.40
Reproductions / Miscellaneous	1 1	\$500.00	\$500.00

Total Expenses

\$4,880.40

SUMMARY:
Total Labor Costs + Expenses + Fixed Fee

\$59,518.80

Estimated Total

\$59,500.00



TERMS:

- o Length of Agreement 3 years Effective March 16th, 2021
- o Termination date February 28th 2024
- o Agreement overview -
 - DAA grants the city limited, non-transferable license in designated area for art displays.
 - o The city is responsible for all artwork for art boxes.
 - o Art requires approval of Executive Director.
 - Art will be updated/rotated on six-month intervals or in such other intervals as determined by Executive Director.
 - o Art placed in licensed premises is done so at the city's risk.
 - The city is responsible for all cleaning and maintenance inside the display boxes.
 - The city will compensate the DAA \$2,080.00 annually for cleaning and utilities outside of the box. Payment to DAA shall be due and payable within 30 days of written invoice to the city. This is a new addition to the previous agreement. Our Marsden manager calculated the amount of time staff spent on boxes to come up with an accurate cost per month/year.

Prepared by: Natalie Peterson

3-9-21

LICENSE AGREEMENT FOR THE DISPLAY OF ART

THIS AGREEMENT, deemed effective March 1, 2021, by and between Duluth Airport Authority ("DAA") and the Duluth Public Arts Commission on behalf of the City of Duluth ("City").

WHEREAS, DAA operates the Duluth International Airport including its James L. Oberstar Terminal facility ("Terminal"); and

WHEREAS, the City was granted ownership by the Duluth Public Arts Fund, Inc. of eight (8) wooden display boxes used to showcase local artists work within the Terminal (the "Display Boxes"); and

WHEREAS, the City desires to utilize the Display Boxes in the Terminal as a rotating exhibit to enhance the Terminal's image, enrich the public's experience, and promote a sense of place through arts and culture; and

WHEREAS, the DAA desires to accommodate the City's request to continue to use the Display Boxes in the Terminal as described herein.

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

- 1. License: Airport grants to the City limited, non-transferable license in the areas of the Terminal identified on the attached Exhibit A solely for the purpose of placing the Display Boxes (the "Licensed Premises"). City takes the Licensed Premises in an "as is" condition without representations or warranties of any kind, and the DAA shall not be obligated to make any alterations or improvements on or to the Licensed Premises. DAA shall have the right to modify the Licensed Premises upon written notification by the DAA's Executive Director or designee (the "Executive Director") to the City Director of Public Administration or designee ("Director"), of the new Licensed Premises location. DAA will provide the City with an Amended Exhibit A to be attached to the Agreement. The Director agrees to coordinate the moving of the Display Boxes within 72 hours of the Executive Director's notice or as soon thereafter as reasonably possible.
- 2. Use of Licensed Premises. City shall be responsible for obtaining all artwork (the "Art") displayed in the Display Boxes. The Art is subject to the prior written approval of the Executive Director. The City and DAA agree that the Art will be rotated on six-month intervals or in such other intervals as determined by the Executive Director. Art placed in the Licensed Premises is done so at the City's own risk. The City is responsible for all cleaning and maintenance inside the Display Boxes. The Art and Display Boxes may include the artists' contact information.

- Term and Termination: The term of the License shall begin on the Effective Date and 3. shall continue until February 28, 2024. Additionally, this License Agreement may be terminated by either party upon sixty (60) days' written notice to the other party. Upon the expiration or other termination of this Agreement, the City's rights to use the Licensed Premises shall cease and City shall, promptly and in good condition surrender the same to DAA. In the event that the City has in any way changed, altered or modified the Licensed Premises, City agrees to return the same to the condition they were in at the time of the signing of this Agreement. Upon termination, any improvements or property which have become part of the realty shall become the property of DAA, and the same, together with the Licensed Premises, shall be immediately returned to the control of DAA. Any improvements or property not part of the realty shall be removed within fifteen (15) days after the termination of this Agreement or the same shall be deemed to have been abandoned to DAA and the City's right to possession shall cease. Notwithstanding the foregoing, should the City be in default or violation of any of the provisions of this Agreement, DAA shall provide the City written notice of such violation or default and shall allow City thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, DAA may terminate this Agreement immediately by serving notice to the City in the manner described herein and DAA, in addition to other rights or remedies it may have, shall have the immediate right to take possession of the Licensed Premises, and after five (5) days' prior written notice to the City, may remove all property from the Licensed Premises as provided for herein. In such event, all property including the Display Boxes shall be deemed to have been abandoned to the DAA and the City's right to possession shall cease.
- 4. Artist Release of Liability: City shall obtain a signed waiver from each artist releasing the City and the DAA from any liability relating to his or her display of Art within the Display Boxes and/or the Terminal. Copies of signed waivers from each artist will be provided to DAA prior to display of that artist's Art within the Display Boxes and/or Terminal.
- 5. Insurance: City understands that DAA does not maintain insurance covering the Display Boxes or Art and it is the sole responsibility of the City to obtain such insurance. The City represents that it is self-insured with regard to comprehensive liability and property damage claims with a combined single limit of \$1,500,000 which are set forth within Minnesota Statute 466. The City also represents that it is self-insured with regard to Workers' Compensation claims. There are no certificates that are issued for self-insured Workers' Compensation and General Liability insurance.

6. Notice: Notice to the City or the DAA provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City:

Duluth Public Arts Commission Attn: Eleanor Bacso City of Duluth City Hall Room 108 411 West First Street Duluth, MN 55802

Airport:

Natalie Peterson
Director of Communications & Marketing
Duluth Airport Authority
4701 Grinden Drive
Duluth, MN 55811

- 7. General Terms and Conditions:
 - a. City shall not assign its interest under this License Agreement or any part hereof.
 - b. It is agreed that nothing contained in this License Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting City as an agent, representative or employee of DAA or the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this License Agreement.
 - c. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.
 - d. It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed the original agreement or their successors in office.
 - e. The City agrees to keep the inside of Display Boxes in a clean and neat condition. The City shall compensate DAA \$2,080.00 annually for cleaning and utilities outside of the Display Boxes. Payment to DAA shall be due and payable within thirty (30) days' of written invoice delivered to City.

- f. Each party will be responsible for its own acts and omissions and the results thereof. If any claim or cause of action is asserted against a party in connection with the performance of this Agreement, that party will promptly notify the other party of the claim or cause of action. The liability of the DAA and the liability of the City is limited to the extent set forth in Minnesota Statutes Chapter 466.
- g. The City agrees to observe, comply and abide with all laws, ordinances, rules and regulations of the United State of America, the State of Minnesota, the City and the DAA and their respective agencies now in effect or hereafter promulgated which are applicable to its activities under this License Agreement.
- h. This License Agreement is to be construed and understood solely as an agreement between the DAA and the City and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this License Agreement or of any of the terms and conditions hereof, which, as between the DAA and the City, may be waived at any time by mutual agreement between the DAA and the City.
- i. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF DULUTH	DULUTH AIRPORT AUTHORITY
By: DocuSigned by:	Ву:
M 245 CEB26ED714AA	Anna Tanksi, Board President
Attest: Docustoned by: Old to the control of the c	SBNed by: Kim Maki, Board Secretary
Countersigned:	,
DocuSigned by: John Bala SDECABACCEFEADI	
City Auditor	

Approved as to form:

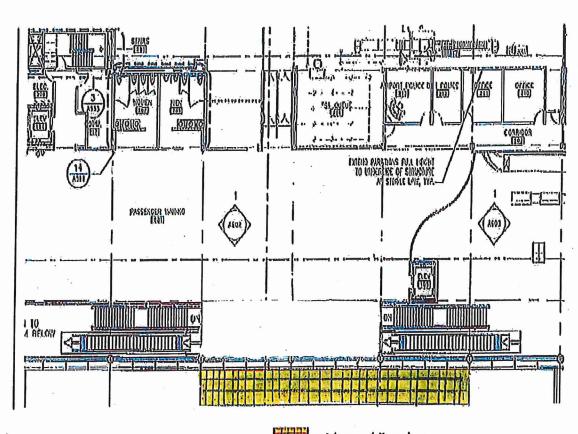
DocuSigned by:

City Attorney

EXHIBIT A

LICENSED PREMISES

(2nd floor of Terminal)



Licensed Premises



Duluth Airport Authority Love Creamery, LLC Sky Harbor Concession & Storage Agreement

Terms:

- 2 years beginning March 1, 2021 through February 29, 2023
- Either party may terminate agreement upon ninety (90) days' written notice to the other party
- Added month to month provision cancelable with 30 days' notice

Background:

- Love Creamery has had a presence at Sky Harbor for the past six years
- A mobile cart is used to serve ice cream to customers at the front entrance to Sky Harbor

Agreement Overview:

- 10% concession of all gross sales
- \$30 per month for storage of Ice Cream Cart

Why were the changes in key terms needed/wanted?

- Agreement expired
- Nonmaterial contract updates

CONCESSION & STORAGE AGREEMENT SKY HARBOR AIRPORT LOVE CREAMERY, LLC

THIS CONCESSION AND STORAGE AGREEMENT between the DULUTH AIRPORT AUTHORITY, a governmental authority organized and existing under the Laws of Minnesota, 1969, Chapter 577, hereinafter called "Authority", and Love Creamery, LLC, a limited liability company under the laws of the State of Minnesota, hereinafter referred to as "Concessionaire",

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

- 1. The Authority is a public body created pursuant to Minnesota Laws 1969, Chapter 577 and responsible for the operation of the Sky Harbor Airport located in and adjacent to the City of Duluth, Minnesota; and
- 2. The Concessionaire desires to offer ice cream and related products for sale at the Airport and the Authority agrees to allow the Concessionaire to conduct such business under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree for themselves and their successors and assigns as follows:

SECTION 1 DEFINITIONS

The following terms, as used in this Concession Agreement, shall have the meanings as ascribed to them hereunder.

- A. <u>Airport:</u> shall mean the Sky Harbor Airport located at 5000 Minnesota Avenue, Duluth, MN 55802.
- B. City: shall mean the City of Duluth, Minnesota.
- C. Consent or Approval of Authority and of the Executive Director: where this Agreement calls for the consent or approval of the Authority, the same shall be in the form of a resolution approved by the Authority as provided by law; where the consent or approval of the Executive Director is required, the same shall be evidenced by a written document signed by the Executive Director or authorized designee.
- D. <u>Concession Service Area (CSA)</u>: shall mean those portions on the Airport grounds upon which Concessionaire will offer its ice cream and related products shown on Exhibit A attached hereto and incorporated herein.
- E. Executive Director: shall mean the Executive Director of the Authority or designee.
- F. Unit: shall mean a single ice cream dispensing unit, operated by Concessionaire.
- G. <u>Storage Space</u>: shall refer to leased space approved by the Executive Director for the expressed purpose of storing said Unit.

SECTION 2 CONCESSION

The Authority does hereby grant to the Concessionaire and Concessionaire hereby accepts from the Authority the nonexclusive right to operate an ice cream concession at the Airport for the purpose of offering ice cream and related products to the public under the covenants, conditions and provisions and in the area generally identified in Exhibit A attached. Concessionaire shall provide the service on a schedule agreed to by the Executive Director. The parties will coordinate the promotion of the concession on a weekly basis through Authority social media outlets. The Concessionaire will have

the right to cancel proposed days that the concession is offered in the event of adverse weather conditions.

SECTION 3 TERM

<u>Base Term.</u> The term of this Agreement shall be for two (2) years beginning March 1, 2021 through February 29, 2023 unless sooner or later terminated as herein provided. Either party may terminate without cause upon ninety (90) days written notice. On and after the expiration of the Term of this Agreement or any extension thereof, this Agreement may be extended on a month-to-month basis at the sole discretion of the Authority until a new agreement is reached, subject to the right of either party to terminate without cause upon thirty (30) calendar days' prior written notice to the other party.

SECTION 4 CONCESSION SERVICE AREA

Concessionaire is hereby granted use of the Concession Service Area, consisting of the necessary footprint to accommodate the Unit provided by Concessionaire, as identified on Exhibit A. Concessionaire will be allowed to plug in the Unit as required into Authority power outlets at no additional charge and to store the Unit in a location as agreed to by the Authority as set forth in Section 6.

SECTION 5 RIGHTS OF INGRESS AND EGRESS

Subject to any applicable rules, regulations, or Authority policies governing the use of the Airport, Authority grants to Concessionaire the non-exclusive right to use, in common with others, the areas designated by Authority to be public or to be used in common, including, but not limited to, the walkways, streets, roadways, and restrooms and other passenger areas at the Airport hereinafter referred to as "Public Areas", for Concessionaire's employees, patrons, guests and invitees for the use for which the Public Areas were designed. Concessionaire's right under this section includes the right of ingress to and egress from the CSA for Concessionaire and its employees, patrons, guests, invitees, suppliers of materials and services, along with equipment, and other property related to Concessionaire's business. The rights of ingress and egress granted by this section may be exercised without charge.

SECTION 6 CONCESSION PAYMENT AND STATEMENTS

In consideration of the rights and privileges conferred by this Agreement, Concessionaire agrees to pay Authority the following amounts:

A. Concession Fee:

Concessionaire shall pay as a concession fee to the Authority ten percent (10%) of gross sales, excluding sales tax, hereinafter referred to as "Concession Fee". The Concession Fee shall be due and payable to Authority on a monthly basis. Concessionaire shall furnish a statement of gross sales on or before the tenth (10th) day of each month following the month to which such Concession Fee relates. Payment shall be due and payable within ten (10) days thereafter.

B. Storage Fee:

Concessionaire shall pay thirty dollars (\$30.00) per month for Storage Space of Unit as approved by Executive Director. Payment shall be due and payable with in thirty (30) days of Invoice date.

- C. Late Payment or Statement:
 - If Concessionaire is delinquent for thirty (30) days or longer in paying any amounts owed to the Authority under this Agreement, Concessionaire shall pay to the Authority a late payment charge assessed on the delinquent amount at the Authority's then-prevailing rate on delinquent accounts (the rate at the date of execution of this Agreement is one and one-half percent (1½%) per month). The late payment charge shall accrue from the date the delinquent amount was due until paid. The remedies provided by this Section are in addition to all other remedies the Authority may have for a breach of this Agreement by Concessionaire, and nothing in this Section shall be deemed to be a waiver by the Authority or prevent the Authority from asserting any other remedy.
- D. Books and Records: Concessionaire shall maintain full and accurate financial books of accounts and records conforming to sound and accepted accounting principles consistently applied from which Gross Sales can be determined. These books of accounts and records shall be kept at the Airport or at a convenient location which Concessionaire shall designate within the City of Duluth. Any and all books and records shall be kept, maintained and preserved by the Concessionaire throughout the course of this Agreement and for not less than six (6) years after the termination or expiration of this Agreement. The records so required to be kept and maintained shall include all federal, state and local tax returns; records of daily bank deposits of the entire receipts from transactions at the Airport; sales slips; daily dated cash register tapes; sales books; duplicate bank deposit slips, and bank statements. Until the end of the six-year period, the Authority shall have the right to inspect and audit all books and records and all other papers and files of the Concessionaire relating to Gross Sales. Any such inspection or audit shall be conducted during regular business hours and Concessionaire shall produce the appropriate books and records upon the request of the Authority. In the event any audit discloses that the amount of Gross Sales on any statement was understated by one percent (1%) or more of Gross Sales for any month, the Concessionaire shall pay to the Authority the cost of its audit and investigation, plus any arrearage in fees due to the Authority under this Agreement.

SECTION 7 UTILITIES

The Authority agrees to provide such electricity as is reasonable necessary for Lessee's operations at no additional cost to Lessee. Lessee agrees to pay for any installation of additional electrical outlets approved by the Executive Director that may be required for Lessee's operation.

SECTION 8 CONCESSIONAIRES RESPONSIBILITY

Concessionaire shall, at its sole risk and expense, provide and install the Unit so as to maximize revenues in the designated CSA location.

SECTION 9 CONCESSIONAIRE'S OPERATING STANDARDS

Service Standards:

 Hours of Operation. Concessionaire shall have the Unit and products available generally on weekends and holidays, unless otherwise agreed upon with the Executive Director. Concessionaire will not be required to provide the service on scheduled days when the weather would significantly impact the volume of potential customers.

- 2) <u>Products Offered.</u> Concessionaire shall ensure that all products will conform in all respects to applicable laws relating to the standards or specifications of those products. All products intended for human consumption will be fresh and suitable for human consumption in all respects.
- 3) <u>Customer Service.</u> Concessionaire shall confer regularly with Authority staff to discuss any adjustments in operations that may need to be made to maximize efficiency and good public relations. Concessionaire shall provide timely response to service calls for maintenance on the Unit. Concessionaire shall train all employees to be courteous and friendly and portray a positive image of the concession and the Airport.
- 4) <u>Maintenance and Repair.</u> Concessionaire shall be solely responsible for the maintenance and repair of the Unit and provide for all movement of the Unit.
- 5) Refuse Collection and Removal. Concessionaire will cooperate with the Authority in the collection and handling of all refuse generated from the concession. The Authority will provide dumpsters for all waste to be deposited into at no cost to Concessionaire. Concessionaire will provide a trash receptacle adjacent to the Unit and empty it into the dumpster as required. No overflow of trash or product packaging shall be allowed to accumulate and shall be placed in the dumpster immediately.

SECTION 10 CONCESSIONAIRE'S SIGNAGE

A. No advertising signs shall be used or displayed by Concessionaire other than those approved in writing by the Executive Director.

SECTION 11 INDEMNITY

- Defense and Indemnity: Concessionaire shall indemnify, save, hold harmless, and defend A. Authority and the City, their officials, agents and employees, successors and assigns, individually or collectively, (1) from and against any and all claims including a claim for contribution or indemnity, demands, causes of action, loss, injury, liability, costs and expenses of whatsoever kind or nature (including but not limited to reasonable attorneys' fees, disbursements, court costs, and expert fees) and damages for or related to injury to or death of persons or damage to property, and (2) from and against any fines in any way arising from or based upon the violation by Lessee, its agents, employees, successors and assigns of any federal, state, or municipal laws, statutes, resolutions, or regulations, including rules or regulations of the Authority now in effect or hereafter promulgated; all arising out of, resulting from, in conjunction with or incident to any act or omission of Concessionaire, its officials, agents or employees, successors or assigns, Concessionaire's performance of obligations under this Agreement, or the use and/or occupancy of the Licensed Premises or of the Airport by Concessionaire, its officials, agents or employees, or successors or assigns, and on ten (10) days' written notice from the Authority, the Concessionaire shall appear and defend all claims and lawsuits against the Authority and/or the City growing out of any such injury or damage. The provisions of this paragraph shall survive the expiration, termination or early cancellation of this Agreement
- B. <u>Environmental Liability</u>: In addition to the general indemnity stated above, and as part of it, it is specifically agreed between the parties that Concessionaire shall be responsible in all respects for the use of or generation of or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic substance, solid waste or a "hazardous waste" by either the Environmental Protection Agency of the Government of the United States or the Minnesota

Pollution Control Agency by Concessionaire, its officials, agents or employees, successors or assigns. Concessionaire shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and costs, monitoring, or cleanup of any environmental condition deemed by those agencies or either of them to require environmental response, monitoring or cleanup activities of any kind which arises directly or indirectly out of the use of or generation of such substances by Concessionaire, its officials, agents or employee, successors or assigns in its operations at the Airport; and Concessionaire specifically agrees that the obligations of Paragraph A above shall apply specifically to any costs or obligations of Authority arising out of any such disposition, cleanup, or environmental response.

C. <u>Survival</u>: The provision of this Section shall survive the expiration, termination and early cancellation of this agreement.

SECTION 12 INSURANCE

A. Insurance Requirements.

Concessionaire shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below.

- 1. Comprehensive General Liability with limits no less than one million dollars (\$1,500,000) combined single limit per occurrence, including but not limited to, bodily injury and property damage, airport premises and products/completed operations liability, contractual liability, and independent contractors liability.
- 2. Business Automobile Liability with limits no less than one million dollars (\$1,500,000) each occurrence including owned and/or leased automobile liability and non-owned and hired automobile liability.
- 3. Workers' Compensation Coverage in statutory amounts with "all states" endorsement.
- B. Requirements for All Insurance. All insurance required in this Section shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota and with companies or underwriters satisfactory to the City Attorney.
- C. <u>Additional Insureds.</u> Authority and City shall be named as additional insureds on each of the policies above except the Workers' Compensation policy.
- D. <u>Insurance Primary.</u> All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Authority and/or City.
- E. <u>Insurance Certificate.</u> Certificates showing that Concessionaire is carrying the above-described insurance in the specified amounts shall be furnished to Executive Director prior to the execution of this Agreement, and a certificate showing continued maintenance of such insurance shall be filed with Executive Director during the term of this Agreement. Failure of Concessionaire to provide the required certificates of insurance does not invalidate or eliminate any of the insurance requirements contained herein or relieve Concessionaire from any responsibility to carry the required types and amounts of insurance.
- F. <u>Notice of Change or Cancellation.</u> The certificates shall provide that the policies shall not be changed or canceled during the life of this Agreement without at least thirty (30) days' advanced notice being given to Authority. Failure to give such notice to Authority shall render

any such change or changes in said policy or coverages ineffective as against Authority and City.

G. <u>Disclaimer.</u> Authority does not represent or guarantee that these types or limits of coverage are adequate to protect the Concessionaire's interests and liabilities. It shall be the obligation and responsibility of Concessionaire to insure, as it deems prudent, its own personal property, against damage. Authority does not have insurance coverage for Concessionaire's property and Authority expressly disclaims any and all liability for any and all losses, damage and/or claims to vehicles and/or personal possessions of Concessionaire.

SECTION 13 LAWS, ORDINANCES, RULES AND NON-DISCRIMINATION

- A. <u>Laws, Ordinances and Rules</u>: The Concessionaire shall observe and comply with all the laws, ordinances, rules and regulations, policies and orders of the United States of America, State of Minnesota, St. Louis County, and the City of Duluth, and their respective agencies now in effect or hereinafter promulgated which are applicable to its business at the Airport including all laws relating to unlawful discrimination, and further agrees to observe and comply with all Airport rules and regulations in existence at the execution of this agreement and which may, from time to time, be promulgated by the Authority governing conduct on and operations at the Airport and the use of its facilities, as administered by the Executive Director. Further, Concessionaire agrees to fulfill its responsibilities pursuant to the Airport Security Plan approved by the Federal Aviation Administration and any amendments thereto.
- B. <u>Non-discrimination</u>: The Concessionaire for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant with the land that:
 - 1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities; and
 - In the construction of any improvement on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - 3. That the Concessionaire shall use the premises in compliance with all of the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of I964, and as said Regulations may be amended.

SECTION 14 SURRENDER OF POSSESSION

Upon the termination of this Agreement, Concessionaire's authority to use the CSA and any other rights and facilities herein granted shall cease and Concessionaire shall, upon expiration or termination, promptly and in good condition, normal wear and tear excepted, surrender the same to the Authority.

SECTION 15 AUTHORITY'S RIGHTS UPON DEFAULT

- A. <u>Rights Upon Default.</u> If at any time Concessionaire shall be in default, as defined in this Section, with regard to the requirements of this Agreement, it shall be lawful for the Authority, and the Authority may at any time thereafter:
 - Terminate this Agreement upon written notice in the manner hereinafter provided and reenter upon said CSA, and the Concessionaire covenants in case of such termination to indemnify the Authority against all loss of fees and charges which the Authority has suffered or paid by reason of such termination, during the remainder of the term of this Agreement.
 - 2. Exercise all other rights and remedies at law or in equity including injunctive relief or summary proceedings for unlawful detainer, and any or all legal remedies, actions and proceedings shall be deemed cumulative.
- B. <u>Default Defined.</u> "Default" shall be defined when any of the following circumstances exist:
 - 1. If the Concessionaire has failed to pay the Concession Fee or Storage Fee, or any other licenses, fees, charges, taxes or assessments when due hereunder and such failure to pay shall continue for fifteen (I5) days after written notice to Concessionaire in the manner hereinafter provided.
 - 2. If the Concessionaire has failed to provide and/or maintain the insurance coverages required herein.
 - 3. If the Concessionaire fails in the observance or performance of any of the other terms, covenants and conditions of this Agreement and such failure shall continue for fifteen (15) days after Authority has given Concessionaire written notice, or the Concessionaire shall have failed to commence the corrective action of such failure within fifteen (15) days after such notice and to diligently prosecute the same where the same cannot be completed within fifteen (15) days.
 - 4. If a petition to reorganize the Concessionaire or for its arrangement of its unsecured debts shall be filed.
 - 5. If the Concessionaire shall be adjudicated bankrupt.
 - 6. If a receiver or trustee of the Concessionaire's property shall be appointed by any court.
 - 7. If the Concessionaire shall make a general assignment for the benefit of creditors.
 - 8. If all of the interest of the Concessionaire in its property shall be taken by garnishment, attachment, execution or other process of law.
 - 9. If the CSA shall be deserted or vacated.
- C. <u>Attorneys' Fees and Costs.</u> In the event Authority shall prevail in any action or suit or proceeding brought by Authority to collect fees or taxes due or to become due hereunder or any portion thereof, or to take possession of the CSA, or to enforce compliance with this Agreement or for failure of Concessionaire to observe any of the covenants of this Agreement, Concessionaire agrees to pay Authority such sums as a court may adjudge reasonable as attorneys' fees and costs to be allowed in such action, suit or proceeding.
- D. <u>Non-Waiver.</u> No waiver or default by Authority of any of the terms, covenants or conditions hereof to be performed, kept and observed by Concessionaire shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Concessionaire.

SECTION 16 CONCESSIONAIRE'S TERMINATION RIGHTS

Concessionaire shall have the right upon written notice to the Authority to terminate this Agreement upon the happening of one or more of the following events, if said event or events are then continuing:

- A. The issuance by any court of competent jurisdiction of an injunction, order or decree: (I) preventing or restraining the use by Concessionaire of all or any substantial part of the CSA used and occupied by Concessionaire hereunder, or (2) preventing or restraining the use of all or a part of the Airport for normal airport purposes which may be used by Concessionaire and which is necessary for its operations on the Airport, or (3) preventing Concessionaire from its Concessions operation and which injunction, order or decree remains in force for a period of at least ninety (90) days.
- B. If all or a material part of the CSA used and occupied by Concessionaire hereunder is damaged or destroyed or all or a part of the Airport or Airport facilities which are necessary to the operation of Concessionaire's business are damaged or destroyed or the use thereof disrupted for causes beyond Concessionaire's control.

SECTION 17 SUBORDINATION

This Agreement shall be subordinate to the provisions of any existing or future Agreement between the Authority and the United States of America or the State of Minnesota relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport, or to any security requirements of State or Federal Government, including temporary security procedures or instructions.

SECTION 18 NOTICES

Any notice provided for in this Agreement or otherwise to the Authority shall be sufficient if sent by regular U.S. mail, postage prepaid, addressed to:

Duluth Airport Authority Executive Director Duluth International Airport 470l Grinden Drive Duluth, Minnesota 558ll.

Any notice to the Concessionaire hereunder shall be to:

Love Creamery, LLC Nicole Wilde 1908 W Superior Street Duluth, MN 55806

SECTION 19 APPLICABLE LAW

This Agreement, together with all of its sections, terms and provision, is made in the State of Minnesota and shall be construed and interpreted according to the laws of the State of Minnesota. The

appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota. The parties to this Agreement waive any objections to the jurisdiction of these courts, whether based on convenience or otherwise.

SECTION 20 SEVERABILITY

In the event any provision of this Agreement shall be deemed invalid or unenforceable, the remaining provisions shall continue in force and effect and shall be binding upon the parties to this Agreement.

SECTION 21 NONWAIVER OF LIABILITY

Nothing in this Agreement constitutes a waiver by the Authority or the City of any statutory or common law defenses, immunities, or limits on liability. The liability of the Authority and the City shall be governed by the provisions of the Minnesota Municipal Liability Tort Act, Minn. Stat. 466.04.

SECTION 22 ENTIRE AGREEMENT

This Agreement, including Exhibit A, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereto. There are no representations, warranties, or stipulations either oral or written not herein contained.

SECTION 23 COUNTERPARTS

This Lease Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have here shown.	unto set their hands the day and year first above
Date:	
DULUTH AIRPORT AUTHORITY	LOVE CREAMERY, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
Signature:	
Name:	
Title	



Duluth Airport Authority Tom Sullivan Sky Harbor Operator Agreement

Terms:

- 5-year term
- Either party may terminate agreement upon ninety (90) days' written notice to the other party
- Includes month to month provision upon expiration cancellable with 15 days' notice

Background:

- Tom has operated at Sky Harbor as an instructor for many years and plays an important role in the general aviation community at Sky Harbor and surrounding areas
- This agreement is an updated version of his previous agreement

Agreement Overview:

- This agreement includes updated language we have included in our more recent agreements and removes old outdated terms
- Concession rates remained unchanged as they are consistent with other operating agreements

Why were the changes in key terms needed/wanted?

Previous agreement was set to expire

OPERATOR AGREEMENT Between TOM SULLIVAN And DULUTH AIRPORT AUTHORITY

PARTIES TO THIS AGREEMENT ARE the DULUTH AIRPORT AUTHORITY, an airport authority organized and existing under the Laws of Minnesota, 1969, Chapter 577, hereinafter referred to as "Authority", and Tom Sullivan, a private individual, hereinafter referred to as "Operator";

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

- 1. The Authority is the operator of the Duluth International Airport and the Sky Harbor Airport, located in the City of Duluth, State of Minnesota and is in the business of promoting and managing aviation activity at these airports; and
- 2. Operator desires to offer float plane flying instruction to the public at the Sky Harbor Airport.
- 3. The Authority desires to allow this service to be provided at Sky Harbor Airport.

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

SECTION 1 DEFINITIONS

The following terms, as used in this Lease Agreement, shall have the meanings as ascribed to them hereunder.

- A. <u>Airport:</u> shall mean the Sky Harbor Airport located in the City of Duluth, County of St. Louis, State of Minnesota.
- B. <u>Consent or Approval of Authority and of Executive Director</u>: where this Agreement calls for the consent or approval of the Authority, the same shall be in the form of a resolution approved by the Authority as provided by law; where the consent or approval of the Executive Director is required, the same shall be evidenced by a written document dated and signed by him/her or by a person designated by him/her to sign such document.
- C. Executive Director: shall mean the Executive Director of the Authority, or designee
- D. <u>Licensed Premises</u>: shall refer to space located at Sky Harbor Airport and described in Section 2.
- E. <u>Leasehold Improvements:</u> shall refer collectively to all items located on and within the Licensed Premises provided or purchased by Operator, including such items as decorations, partitions, wiring, lighting and plumbing fixtures, piping, finished ceilings, ventilation duct work, grills, floor and walls coverings, heaters, cabinets, lockers, sinks, counters, chairs, other furniture, and signs.

SECTION 2 LICENSED PREMISES AND OPERATIONS AT THE AIRPORT

A. Licensed Premises

Operator is granted a license to the non-exclusive use of that space at the Airport that is defined and approved by Executive Director. Operator may use the premises for the purpose of passenger pick up and drop off and for providing float plane flying instruction as defined by Federal Aviation Administration to the public for a fee. Operator may, by

approved signs or handbills, solicit customers on the public business areas of the Airport that are approved by the Executive Director for use in the float plane flying instruction business. Operator shall not engage in any other business at the Airport.

- B. Common Premises
 - Authority does grant to Operator and to its employees access in common with the access granted to members of the general public to all public portions of the airport, roads, dock and parking facilities.
- C. Operation

Float plane flying instruction may be operated only during the days of the week and hours of the day approved in writing by the Executive Director. A ground control person shall be located at the landing site during all hours of operation. The ground control person or the pilot shall escort passengers to and from the Airport lobby to the aircraft. Passengers shall wait in the Airport lobby until escorted. Operator shall not allow any passenger to be on the runway unescorted.

D. Flight Patterns

The aircraft's flight patterns shall avoid Canal Park, Park Point, the boardwalk along the harbor line and the Bayfront Park bandstand. Flight operation shall be conducted so as to minimize noise impacts over residential areas.

E. Licenses

Operator shall ensure that the pilots and aircraft be licensed, registered and insured in accordance with the Minnesota Department of Transportation Standards (MnDOT). Operator shall comply with all applicable MnDOT and Federal Aviation Administration laws, rules, regulations and certifications.

SECTION 3 EQUIPMENT

Operator agrees to provide or cause to be provided equipment needed for its business. Authority will not be responsible for Operator's equipment. Equipment must be kept on leased premises.

SECTION 4 FEES, TAXES AND OTHER CHARGES

- A. <u>Operator Fee</u>: Operator agrees to pay the Authority a minimum annual guarantee fee of \$200 or two and one-half (2.5) percent of gross sales and services, whichever is greater, derived from its business operations pursuant to this Agreement.
- B. "Gross Sales" Defined: The term "Gross Sales", for the purposes of this Agreement, shall include all monies paid or payable to the Operator for sales made and for services rendered at the Airport pursuant to this Agreement; provided, however, that any sales taxes or similar taxes imposed by law which are separately stated and paid by the consumer or customer and which are directly payable to the taxing Authority by Operator shall be excluded therefrom.
- C. <u>Quarterly Statements</u>: Within fifteen (15) days of the month following the end of the quarter in which Gross Sales are received, Operator shall submit to Authority a quarterly statement, showing the amount of Gross Sales for the preceding quarter and an itemization of all claimed exclusions therefrom. This duty shall survive termination of this Agreement.
- D. Payment Dates: All payments of the quarterly consideration referred to in Paragraph A, B and C above shall be due and payable within fifteen (15) days of the month following the quarter in which Gross Sales arose. All other payments required by this Agreement shall be due and payable immediately upon being billed to Operator by Authority. If Operator is delinquent for thirty (30) days or longer in paying any amounts owed to the Authority under this Agreement, Operator shall pay to the Authority a late payment charge assessed on the delinquent amount

at the Authority's then-prevailing rate on delinquent accounts (the rate at the date of execution of this Agreement is one and one-half percent (1½%) per month). The late payment charge shall accrue from the date the delinquent amount was due until paid. The remedy provided by this Section is in addition to all the other remedies the Authority may have for a breach of this Agreement by Operator, and nothing in this Section shall be deemed to be a waiver by the Authority or prevent the Authority from asserting any other remedy.

- E. Utilities: No utilities will be provided by Authority as part of this Agreement.
- F. Refuse and Garbage: Operator assumes all responsibility at its sole cost for the disposal of refuse and garbage generated by its operations on the Licensed Premises during the term this Agreement.
- G. Fee for Failure to Maintain: Operator agrees to keep the Licensed Premises and the Airport in a clean, neat, orderly and sanitary condition. In the event that Operator fails to keep the Licensed Premises in a neat, clean, orderly and sanitary condition and the Executive Director has issued a written notice of such deficiency and provided a reasonable cure period as determined solely by the Executive Director, Authority may itself clean or cause to be cleaned those portions of the Licensed Premises not so kept, and Operator agrees to reimburse Authority for the direct and indirect costs incurred by Authority for the performance of said work plus a fifteen percent (15%) administrative fee, due and payable upon receipt.
- H. Fee for Repair and Replacement: Operator shall promptly repair or replace any property of the Authority lost, destroyed or damaged by its operations hereunder. If Operator fails to promptly repair or replace such property following written notice by the Executive Director of such deficiency and a reasonable cure period as determined solely by the Executive Director, Authority may repair or replace it and Operator agrees to reimburse for the direct and indirect costs incurred by Authority for such repair or replacement plus a fifteen (15%) percent administrative fee, due and payable upon receipt.
- I. Fee for Unpaid Licenses, Fees, Taxes, and Assessments: Operator shall be liable for the payment of all taxes, assessments, license fees or other charges that may be levied or assessed during the term of this Agreement arising in any manner out of this Agreement, or on account of the transaction of business thereon by Operator, charged by any governmental agency and to provide evidence of payment of any of such taxes, assessments, license fees or other charges when the same become due. Should Operator fail to pay such amounts following written notice of such deficiency and a reasonable cure period as determined solely by the Executive Director, it is expressly agreed that Authority may pay the same on behalf of Operator, and Operator agrees to reimburse Authority for said amounts paid plus a fifteen percent (15%) administrative fee due and payable upon receipt.
- J. <u>Payment Obligations Unconditional</u>: The obligations of Operator to pay any amounts due to Authority under this Lease Agreement in accordance with the terms hereof shall be absolute and unconditional, irrespective of any defense or rights of set off, recoupment or counterclaim which may at any time be available against Authority. Such payments shall be due without notice or demand therefore except as specifically provided for herein.
- K. Books and Records: Operator shall maintain full and accurate financial books of accounts and records conforming to sound and accepted accounting principles consistently applied from which Gross Sales can be determined. These books of accounts and records shall be kept at the Airport or at a convenient location which Operator shall designate within the City of Duluth. Any and all books and records shall be kept, maintained and preserved by the Operator throughout the course of this Agreement and for not less than six (6) years after the termination or expiration of this Agreement. The records so required to be kept and maintained shall include all federal, state and local tax returns; records of daily bank deposits of the entire receipts from transactions at the Airport; sales slips; daily dated cash register tapes; sales books; duplicate bank deposit slips, and bank statements. Until the end of the six-year period, the Authority shall have the right to inspect and audit all books and records

and all other papers and files of the Operator relating to Gross Sales. Any such inspection or audit shall be conducted during regular business hours and Operator shall produce the appropriate books and records upon the request of the Authority. In the event any audit discloses that the amount of Gross Sales on any statement was understated by one percent (1%) or more of Gross Sales for any month, the Operator shall pay to the Authority the cost of its audit and investigation, plus any arrearage in fees due to the Authority under this Agreement.

SECTION 5 TERM

Notwithstanding the date of execution of this agreement, the term of this Agreement shall be for five (5) years beginning March 1, 2021 through February 28, 2026 unless sooner or later terminated as herein provided. Either party may terminate without cause upon ninety (90) days written notice.

Following the expiration of the term of this Agreement or any extension thereof as called for herein, the terms and conditions of the Agreement will be continued on a month-to-month basis until a new Agreement is reached, subject to the right of either party to terminate without cause upon fifteen (15) days' written notice to the other party.

SECTION 6 OPERATOR'S OBLIGATIONS

- A. <u>Diligent Operation</u>: Operator covenants and agrees that it shall be diligent in the prosecution of its business, including the activities listed in Section 2, on the Airport and do all things reasonably necessary and advisable to serve the customer adequately and fairly and to conduct its business in such a manner as will not reflect discredit upon the Authority or cause Authority loss or damages and will furnish prompt and efficient service as shall be adequate to meet the demands of the customers.
- B. <u>Fair and Nondiscriminatory Services</u>: Operator, in the conduct of its authorized activities on the Airport, shall furnish good, prompt and efficient service adequate to meet the demands for its services at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each such unit of sale or service; provided, however, that Operator shall be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types or price reductions to volume purchasers.
- C. <u>Authority's Fire Insurance</u>: Operator covenants that it will not do or permit to be done any act which:
 - 1. will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereof
 - 2. will increase the rate of any fire insurance on the Airport or any part thereof or upon the contents of any building thereof
 - 3. in the opinion of the Authority, will constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated by this Agreement.

If, by reason of Operator's failure to comply with the provisions of this section, any fire insurance rate on the Airport or any part thereof or upon the contents of any building thereof, at any time, be higher than it otherwise would be, then the Operator shall, upon demand, reimburse the Authority for that part of all fire insurance premiums paid or payable by the Authority which shall have been charged because of such violation by the Operator.

D. <u>Airport Promotion</u>: Operator agrees to use its best efforts to actively promote the Airport and its utilization by members of the flying public. Operator shall, at all times, purchase fuel at the Airport while operating as defined herein.

SECTION 7 INDEMNITY

- A. <u>Defense and Indemnity</u>: Operator shall indemnify, save, hold harmless, and defend Authority and the City of Duluth (the "City"), their officials, agents and employees, successors and assigns, individually or collectively, (1) from and against any and all claims including a claim for contribution or indemnity, demands, causes of action, loss, injury, liability, costs and expenses of whatsoever kind or nature (including but not limited to reasonable attorneys' fees, disbursements, court costs, and expert fees) and damages for or related to injury to or death of persons or damage to property, and (2) from and against any fines in any way arising from or based upon the violation by Lessee, its agents, employees, successors and assigns of any federal, state, or municipal laws, statutes, resolutions, or regulations, including rules or regulations of the Authority now in effect or hereafter promulgated; all arising out of, resulting from, in conjunction with or incident to any act or omission of Operator, its officials, agents or employees, successors or assigns, Operator's performance of obligations under this Agreement, or the use and/or occupancy of the Licensed Premises or of the Airport by Operator, its officials, agents or employees, or successors or assigns, and on ten (10) days' written notice from the Authority, the Operator shall appear and defend all claims and lawsuits against the Authority and/or the City growing out of any such injury or damage. The provisions of this paragraph shall survive the expiration, termination or early cancellation of this Agreement.
- B. Environmental Liability: In addition to the general indemnity stated above, and as part of it, it is specifically agreed between the parties that Operator shall be responsible in all respects for the use of or generation of or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic substance, solid waste or a "hazardous waste" by either the Environmental Protection Agency of the Government of the United States or the Minnesota Pollution Control Agency by Operator, its officials, agents or employees, successors or assigns. Operator shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and costs, monitoring, or cleanup of any environmental condition deemed by those agencies or either of them to require environmental response, monitoring or cleanup activities of any kind which arises directly or indirectly out of the use of or generation of such substances by Operator, its officials, agents or employee, successors or assigns in its operations at the Airport; and Operator specifically agrees that the obligations of Paragraph A above shall apply specifically to any costs or obligations of Authority arising out of any such disposition, cleanup, or environmental response.
- C. <u>Survival</u>: The provision of this Section shall survive the expiration, termination and early cancellation of this agreement.

SECTION 8 INSURANCE

A. <u>Insurance</u>: Operator shall carry and maintain in full force and effect during the term of this Agreement the minimum amounts of insurance set forth below. The Operator shall carry workers' compensation insurance on all of its employees employed on the Airport. Operator may request the Authority to approve alternative types of insurance providing at least equal

protection. All such insurance shall be in at least the following amounts and shall be in a form acceptable to the Authority and approved by the City Attorney, shall name the Authority and the City of Duluth as additional insureds on each liability policy and shall provide for thirty (30) days' written notice to the Authority of any cancellation or modification thereof. Certified copies thereof or appropriate certificates of insurance evidencing the existence thereof shall be delivered to the Authority prior to the execution of this agreement. The Authority reserves the right and Operator agrees to revisions upward or downward in the minimum insurance requirements hereinafter set forth. All insurance required under this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. All insurance policies required below shall be primary and shall not require contribution from any coverage maintained by the Authority and/or the City.

- 1. Commercial general liability insurance, including contractual, completed operations, premises and operations and products liability coverage in an amount of not less than \$1,500,000 combined single limit or \$1,500,000 bodily injury per occurrence; \$1,500,000 property damage per occurrence and \$1,500,000 in aggregate.
- 2. Owned, non-owned and hired vehicles in an amount not less than \$1,500,000 combined single limit or \$1,500,000 bodily injury per occurrence; \$1,500,000 per occurrence.
- 3. Aircraft Liability insurance from an admitted aviation insurance carrier in limits per each occurrence of not less than \$1,000,000 and Aircraft Passenger Liability insurance in limits of not less than \$100,000 for each passenger seat.
- 4. Worker's Compensation insurance in accordance with the laws of the State of Minnesota.
- B. <u>Insurance Primary</u>. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Authority and/or City.
- C. <u>Insurance Not Limitation</u>: It is understood that the specified amounts of insurance stated in this paragraph shall in no way limit the liability of Operator under this Section.
- D. <u>Disclaimer:</u> Authority does not represent or guarantee that these types or limits of coverage are adequate to protect the Operator's interests and liabilities. It shall be the obligation and responsibility of Operator to insure, as it deems prudent, its own personal property, against damage. Authority does not have insurance coverage for Operator's property and Authority expressly disclaims any and all liability for any and all losses, damage and/or claims to vehicles and/or personal possessions of Operator.

SECTION 9 LAWS, ORDINANCES, RULES AND NON-DISCRIMINATION

A. <u>Laws, Ordinances and Rules</u>: The Operator agrees to observe and comply with all the laws, ordinances, rules and regulations of the United States of America, State of Minnesota, the City of Duluth, and their respective agencies now in effect or hereinafter promulgated which are applicable to its business at the Airport including all laws relating to unlawful discrimination, and further agrees to observe and comply with all Airport rules and regulations in existence at the execution of this agreement and which may, from time to time, be promulgated by the Authority governing conduct on and operations at the Airport and the use of its facilities, as administered by the Executive Director. Further, Operator agrees to fulfill its responsibilities pursuant to the Airport Security Plan approved by the Federal Aviation Administration and any amendments thereto.

- B. <u>Non-discrimination</u>: The Operator for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant with the land that:
 - 1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities; and
 - 2. In the construction of any improvement on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - 3. That the Operator shall use the premises in compliance with all of the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and
 - 4. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

SECTION 10 INDEPENDENT CONTRACTOR

Operator is an independent contractor and not an employee of the Authority or the City. Operator shall not be considered an employee of the DAA or City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Operator while so engaged and any and all claims whatsoever on behalf of Operator arising out of employment or alleged employment, including without limitation, claims of discrimination against the DAA or City, or its officers, agents, contractors or employees shall in no way be the responsibility of the DAA or City. Operator and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

SECTION 11 AUTHORITY'S RIGHTS UPON DEFAULT

- A. <u>Authority's Rights</u>: If at any time Operator shall be in Default, as defined in this Section, with regard to the requirements of this Agreement, it shall be lawful for the Authority, and the Authority may at any time thereafter:
 - 1. Immediately, or at any time thereafter without further notice to Operator, re-enter into or upon the Licensed Premises or any part thereof and take possession of the same fully and absolutely without such re-entry working a forfeiture of the charges to be paid and of the covenants, terms and conditions to be performed by Operator for the full term of this Agreement, and in the event of such re-entry, the Authority may proceed with the collection of charges to be paid under this Agreement or to recover properly measured damages
 - 2. Authority may at its election terminate this Agreement upon written notice in the manner hereinafter and the Operator covenants in case of such termination to indemnify the Authority against all loss of all operator fees, rents, revenues and expenses which the Authority has suffered or paid by reason of such termination, during the residue of the term

- 3. The Authority shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings for unlawful detainer, and any or all legal remedies, actions and proceedings and all such remedies shall be cumulative.
- B. <u>Default Defined</u>: For the purposes of this Section only, "Default" shall be defined when any of the following circumstances exist:
 - 1. If the Operator has failed to pay rent, operator fees, taxes or other charges when due hereunder and such failure to pay shall continue for ten (I0) days after notice in writing to the Operator in the manner hereinafter provided for.
 - 2. If the Operator fails in the observance or performance of any of the other terms, covenants and conditions of this Agreement and such failure shall continue for thirty (30) days after Authority has given Operator written notice, or the Operator shall have failed to commence the rectification of such failure within thirty (30) days after such notice and to diligently prosecute the same where the same cannot be completed within thirty (30) days
 - 3. If a petition to reorganize the Operator or for its arrangement of its unsecured debts shall be filed
 - 4. If the Operator shall be adjudicated bankrupt
 - 5. If a receiver or trustee of the Operator's property shall be appointed by any court
 - 6. If the Operator shall make a general assignment for the benefit of creditors
 - 7. If all of the interest of the Operator in its property shall be taken by garnishment, attachment, execution or other process of law, or
 - 8. If the Licensed Premises shall be deserted or vacated.
- C. <u>Attorneys' Fees</u>: In the event Authority shall prevail in any action or suit or proceeding brought by Authority to enforce compliance with this Agreement or for the failure to observe any of the covenants of this Agreement, Operator agrees to pay Authority such sums as the court may adjudge reasonable as attorneys' fees and costs to be allowed in such action, suit or proceeding.

SECTION 12 WAIVER OF BREACH

The waiver by the Authority of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

SECTION 13 ASSIGNMENTS

The Operator shall not assign or transfer this Agreement in whole or in part, in any manner, nor any interest therein, nor permit the foregoing agreement to become transferred by operation of law or otherwise, nor do or suffer any acts to be done whereby the same may be or become assigned in whole or in part, unless the written consent of the Executive Director shall first be obtained in each and every case of assignment or transfer. It is expressly agreed by the parties that a change in ownership of the controlling share of stock in Operator, if any, shall be deemed to be an assignment hereunder. It is expressly agreed by the Operator that in the event consent is granted by the Executive Director as herein provided, the assignee or transferee shall be required to assume and agree to perform the covenants of this Agreement.

SECTION 14 ERECTION OF SIGNS - DECORATIONS

The Operator shall be allowed to erect suitable advertising signs on the Airport to advertise its business in the Licensed Premises at its sole expense and at the discretion of the Executive Director. Requests shall be submitted in writing and the Executive Director shall have thirty (30) days to respond. Decorations, graphics outdoor advertising, paint schemes, promotional structures, must comply with all regulations, be safe for air terminal operations, and be approved in writing by the Executive Director in writing. No audio advertising or amplified audio solicitation shall be allowed.

SECTION 15 WAIVER OF CLAIMS

Operator waives all claims or causes of action against the Authority, its officers, agents or employees for any failure of the Authority to properly maintain, operate and manage the Airport at all times in a safe manner resulting from any reason or cause beyond the control of the Authority, including, but without the generality of the foregoing: war, strikes, riots, civil commotion and similar causes.

SECTION 16 NON-EXCLUSIVE RIGHTS

Operator shall have the non-exclusive right and privilege of engaging in and conducting a limited service on the premises of the Airport under the terms and conditions as set forth herein. However, this Agreement shall not be construed in any manner to grant Operator or those claiming under it the exclusive right to the use of the premises and facilities of said Airport. The parties to this Agreement do not intend to create any rights in any third party beneficiary.

SECTION 17 GOVERNMENTAL COMMITMENTS

This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreements between the Authority and the United States, or other governmental authorities, relative to the development, operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds, or other governmental authority funds, for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States, or other governmental authorities, of other civil airports receiving such funds.

SECTION 18 SPONSOR ASSURANCES

Should the FAA determine that any term or provision of this Agreement results in, or could result in, a violation by the Authority of its obligations as an airport sponsor under grant assurances contained or incorporated in any grant agreement, existing or future, to which the Authority is a party ("Sponsor Assurances"), Operator and the Authority unconditionally agree to modify or amend this Agreement to remedy any such violation, or potential violation, and bring this Agreement into strict compliance with the Authority's Sponsor Assurances.

SECTION 19 SEVERABILITY

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in force and effect and shall be binding upon the parties to this Agreement.

SECTION 20 MODIFICATION OF THE AGREEMENT

Any of the terms of this Agreement may be changed upon the mutual consent of the Authority and the Operator, but to be valid any such changes must be in writing, dated and duly executed by the parties.

SECTION 21 NOTICES

All notices to be given by Operator to the Authority shall be deemed to have been given by depositing written notice in the United States Mail addressed to Authority at the Duluth International Airport, 470l Grinden Drive, Duluth, Minnesota, 558ll. All notices to be given by Authority to Operator shall be deemed to have been delivered by depositing the same in writing in the United States Mail addressed to Operator at 724 Mellwood Ave Duluth, MN 55804.

SECTION 22 IMMUNITY

Nothing in this Agreement shall be construed as a waiver by the Authority or the City of any immunities, defenses, or other limitations on liability to which the Authority or the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

SECTION 23. APPLICABLE LAW

This Agreement, together with all of its sections, terms and provisions, is made in the State of Minnesota and shall be construed and interpreted according to the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located in St. Louis County, Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota.

SECTION 24 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

SECTION 25 RECORDS

- A. Establishment and Maintenance of Records. Records shall be maintained by Operator in accordance with requirements prescribed by Authority and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- B. Documentation of Costs. Operator will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- C. Reports and Information. Operator shall be responsible for furnishing to Authority records, data and information as City may require pertaining to matters covered by this Agreement.
- D. Audits and Inspections. Operator shall ensure that at any time during normal business hours and as often as Authority may deem necessary, there shall be made available to Authority for examination, all of its records with respect to all matters covered by this Agreement. Operator will also permit Authority to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- E. Confidentiality of Information. All reports, data, information, documentation and material given or prepared by the Operator pursuant to this Agreement will be confidential and will not be released by Authority without prior authorization from Operator except as required for the performance of Operator's services or as required by law.
- F. Ownership of Data. All reports, records and other data prepared under this Agreement shall become the property of Authority upon completion or termination of the services of Operator.

SECTION 26 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereto. There are no representations, warranties, or stipulations either oral or written not herein contained.

IN WITNESS WHEREOF, the parties h	have hereunto set their hands and seals this day of
DULUTH AIRPORT AUTHORITY	TOM SULLIVAN
By President	By
By Secretary	lts



Balance Sheet End of Jan 2021

Financial Row	Amoun
ASSETS	
Current Assets	
Bank	
Lottery Account	\$6,354.84
Petty Cash	\$68.58
Pooled Cash - City Balance	\$3,744,688.10
Total Bank	\$3,751,111.52
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$42,334.68
Accounts Receivable Billed	\$442,540.98
Lottery Sales Receivable	(\$2,389.00)
Total Accounts Receivable	\$482,486.66
Other Current Asset	
Inventory Assets	\$26,820.21
Prepaid Items	\$13,263.28
Undeposited Funds	\$127,749.72
Total Other Current Asset	\$167,833.21
Total Current Assets	\$4,401,431.39
Fixed Assets	Ψ-1,-101,-101.00
Accumulated Depreciation	(\$120,377,406.80)
Capital Assets	\$251,750,616.00
Work in Progress	Ψ201,700,010.00
Federal	(\$20.707.50)
Local	(\$30,797.59) \$83,653.64
Other	
	. (\$82,789.33)
State Tatal Work in Progress	\$108,974.04
Total - Work in Progress	\$79,040.76
Total Fixed Assets	. \$131,452,249.96
Other Assets	
Accumulated Amortization	******
Acc. Amort. Planning Projects - Contributed	(\$1,516,573.70)
Acc. Amort. Planning Projects - Invested	(\$240,961.48)
Total - Accumulated Amortization	(\$1,757,535.18)
Airport Planning Projects - Contributed	\$2,266,606.50
Airport Planning Projects - Invested	\$404,503.05
Deferred Outflows - OPEB	\$28,487.00
Deferred Outflows - Pension	\$106,609.00
Total Other Assets	\$1,048,670.37
Total ASSETS	\$136,902,351.72
LIABILITIES & EQUITY	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$112,466.70
Contracts Payable	\$68,343.40
Lottery Payable	\$1,451.09
Total Accounts Payable	\$182,261.19
Credit Card	\$2,482.40
Other Current Liability	Ψ2, το 2.110
Accrued Expense	\$3,766.66
Accrued Interest	\$20,720.32
Accrued Sales Taxes Payable - All	\$24.54
Accrued Vacation	
Deferred Inflows - OPEB Liabilities	\$123,329.30 \$404.403.00
	\$194,402.00
Deferred Inflows - Pension	\$247,511.00
Loans Payable to City of Duluth	\$965,000.00
Unearned Revenue - Current	\$295,500.00

inancial Row	Amour
Unearned Revenue - Non Current	\$206,586.1
Total Other Current Liability	\$2,057,059.9
Total Current Liabilities .	\$2,241,803.5
Long Term Liabilities	
LT Loans Payable to City of Duluth	
LT Hangar 103 Renovations	\$1,875,000.0
LT Parking Structure	\$1,760,000.0
LT Terminal Loan	\$2,860,000.0
Total - LT Loans Payable to City of Duluth	\$6,495,000.0
Net Pension Liability	\$1,039,410.0
Total Other Post Employment Benefit Liability	\$2,794,376.5
Total Long Term Liabilities	\$10,328,786.5
Equity	
Contributed Equity	\$16,621,668.7
Retained Earnings	\$112,663,195.8
Net Income	(\$4,953,102.89
Total Equity	\$124,331,761.6
otal LIABILITIES & EQUITY	\$136,902,351.7

Duluth Airport Authority

Income Statement

Jan 2021

\$475.00 \$21.00 \$19,614.85 \$1,830.55 \$256.71 \$37,914.35 \$471.00 \$50.00 \$300.00 \$300.32 \$60,758.78 \$8,788.00 \$2,558.49 \$64,248.71 \$183.70 \$2,025.00 \$13,476.95
\$21.00 \$19,614.85 \$1,830.55 \$256.71 \$37,914.35 \$471.00 \$50.00 \$300.00 \$300.32 \$60,758.78 \$8,788.00 \$2,558.49 \$64,248.71 \$183.70 \$2,025.00
\$21.00 \$19,614.85 \$1,830.55 \$256.71 \$37,914.35 \$471.00 \$50.00 \$300.00 \$300.32 \$60,758.78 \$8,788.00 \$2,558.49 \$64,248.71 \$183.70 \$2,025.00
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\$29,787.16
\$9,024.00
\$69,690.08
\$117,434.13
\$3,766.66
\$21,291.47
\$100.72
\$1.47
\$2,497.49
\$22,317.72
\$621.65
\$46,458.47

Transportation (\$62.99) Utility Services \$52,500.30 Total - Services and Charges \$149,492.96 Supplies \$598.21 Office Supplies \$598.21 Operating Supplies \$38,703.87 Repairs & Maintenance Supplies \$38,703.87 Total - Supplies \$57,057.71 Total - Expense \$324,899.85 Net Ordinary Income \$152,638.02 Other Income and Expenses Cottle Income Capital Contributions \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,115,06.71) Non-Operating Revenue \$20,02 Interest Income \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.05 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Non-Operating Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32	Financial Row	Amount
Total - Services and Charges \$149,492.96 Supplies \$598.21 Office Supplies \$17,755.63 Repairs & Maintenance Supplies \$38,703.87 Total - Supplies \$57,057.71 Total - Supplies \$57,057.71 Total - Supplies \$57,057.71 Total - Expense \$324,899.85 Net Ordinary Income \$152,638.02 Other Income \$5,015.05 Capital Contributions \$5,015.05 Grants \$5,015.05 Grants \$5,011.060.01 Non-Operating Revenue \$0.02 Interest Income \$25,671.05 Total - Non-Operating Revenue \$25,671.05 Total - Non-Operating Revenue \$25,671.05 Total - Non-Operating Revenue \$25,671.05 Total - Other Income \$5,055,005.00 Other Expense \$20,720.32 Interest Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Oth	Transportation	(\$62.99)
Supplies \$598.21 Office Supplies \$17,755.63 Repairs & Maintenance Supplies \$38,703.87 Total - Supplies \$57,657.71 Total - Expense \$324,899.85 Net Ordinary Income \$152,638.02 Other Income \$57,015.05 Contributed Capital \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Interest Income \$25,671.05 Total - Non-Operating Revenue \$25,671.05 Total - Non-Operating Revenue \$25,671.05 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Non-Operating Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32	Utility Services	\$52,500.30
Supplies \$598.21 Office Supplies \$17,755.63 Repairs & Maintenance Supplies \$38,703.87 Total - Supplies \$57,057.71 Total - Expense \$324,899.65 Net Ordinary Income \$152,638.02 Other Income and Expenses *** Contributed Capital \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Interest Income \$0.02 Passenger Facility Charges \$25,671.05 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Non-Operating Expense \$20,720.32 Interest Expense \$20,720.32 Total - Other Income \$20,720.32 Total - Other Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32	Total - Services and Charges	\$149,492.96
Operating Supplies \$17,755.63 Repairs & Maintenance Supplies \$38,703.77 Total - Supplies \$57,057.71 Total - Expense \$324,899.85 Net Ordinary Income \$152,638.02 Other Income and Expenses ***Other Income Other Income ***Other Income Capital Contributions ***S,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.65) Non-Operating Revenue \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32	Supplies	
Repairs & Maintenance Supplies \$38,703.87 Total - Supplies \$57,057.71 Total - Expense \$324,899.85 Net Ordinary Income \$152,638.02 Other Income *** Capital Contributions *** Contributed Capital \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Interest Income \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.05 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Income \$5,105,740.91	Office Supplies	\$598.21
Total - Supplies \$57,057.71 Total - Expense \$324,899.85 Net Ordinary Income \$152,638.02 Other Income and Expenses *** Other Income *** Capital Contributions *** Contributed Capital \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Non-Operating Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32 Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Operating Supplies	\$17,755.63
Total - Expense \$324,899.85 Net Ordinary Income \$152,638.02 Other Income and Expenses \$152,638.02 Other Income \$152,638.02 Capital Contributions \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Interest Income \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Repairs & Maintenance Supplies	\$38,703.87
Net Ordinary Income \$152,638.02 Other Income and Expenses Contributed Capital Capital Contributions \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Non-Operating Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32 Other Income \$5,105,740.91	Total - Supplies	\$57,057.71
Other Income and Expenses 5,015.05 Capital Contributions \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Total - Expense	\$324,899.85
Other Income Capital Contributions Contributed Capital \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Interest Income \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Net Ordinary Income	\$152,638.02
Capital Contributions \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Interest Income \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Other Income and Expenses	
Contributed Capital \$5,015.05 Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Interest Income \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Other Income	
Grants (\$5,115,706.71) Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Interest Income \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense Non-Operating Expense Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Nother Income \$5,105,740.91	Capital Contributions	
Total - Capital Contributions (\$5,110,691.66) Non-Operating Revenue \$0.02 Interest Income \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$0.02 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income \$5,105,740.91	Contributed Capital	\$5,015.05
Non-Operating Revenue \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income \$5,105,740.91	Grants	(\$5,115,706.71)
Interest Income \$0.02 Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense *** Non-Operating Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Total - Capital Contributions	(\$5,110,691.66)
Passenger Facility Charges \$25,671.05 Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense \$0,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income \$5,105,740.91	Non-Operating Revenue	
Total - Non-Operating Revenue \$25,671.07 Total - Other Income (\$5,085,020.59) Other Expense *** Non-Operating Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Interest Income	\$0.02
Total - Other Income (\$5,085,020.59) Other Expense *** Non-Operating Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Passenger Facility Charges	\$25,671.05
Other Expense \$20,720.32 Non-Operating Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Total - Non-Operating Revenue	\$25,671.07
Non-Operating Expense \$20,720.32 Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Total - Other Income	(\$5,085,020.59)
Interest Expense \$20,720.32 Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Other Expense	
Total - Non-Operating Expense \$20,720.32 Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Non-Operating Expense	
Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Interest Expense	\$20,720.32
Total - Other Expense \$20,720.32 Net Other Income (\$5,105,740.91)	Total - Non-Operating Expense	\$20,720.32
Net Other Income (\$5,105,740.91)		\$20,720.32
Net Income (\$4,953,102.89)		(\$5,105,740.91)
	Net Income	(\$4,953,102.89)

Duluth Airport Authority DAA Board Packet Budget vs. Actual Summary Jan 2021

Un	audited						
Financial Row	Prior Year Actual (Jan 2020)	Current Year Actual (Jan 2021)	Budget Amount (Jan 2021)	% of Budget	Variance from Prior Year	Variance From Budget	Total Budget (Jan 2021 - Adjust 2021)
Ordinary Income/Expense							
Income							
Non-Aeronautical Revenue	308,287	216,100	235,158	91.90%	(92,187)	(19,058)	1,865,240
Non-Passenger Aeronautical Revenue	149,268	149,230	143,382	104.08%	(38)	5,848	1,455,426
Passenger Airline Aeronautical Revenue	119,242	112,271	103,280	108.71%	(6,971)	8,991	1,281,878
Total - Income	576,797	477,601	481,821	99.12%	(99,196)	(4,220)	4,602,544
Gross Profit	576,797	477,601	481,821	99.12%	(99,196)	(4,220)	4,602,544
Expense	392,398	324,533	379,155	85.59%	(67,865)	(54,622)	4,944,381
Net Ordinary Income	184,399	153,067	102,665	149.09%	(31,331)	50,402	(341,838)
Other Income and Expenses Other Income							
Non-Operating Revenue	72,212	25,667	28,472	90.15%	(46,545)	(2,806)	365,939
Total - Other Income	72,212	25,667	28,472	90.15%	(46,545)	(2,806)	365,939
Other Expense							
Non-Operating Expense	22,871	20,720	27,387	75.66%	(2,151)	(6,667)	328,644
Total - Other Expense	22,871	20,720	27,387	75.66%	(2,151)	(6,667)	328,644
Net Other Income	49,340	4,946	1,085	455.70%	(44,394)	3,861	37,295
Net Income Exclusive of Project Expenses, Depreciation & Amortization	233,739	158,014	103,751	152.30%	(75,725)	54,263	(304,543)
Projects/Grants	(3,430,186)	(5,110,692)	740,667	-690.01%	(1,680,505)	(5,851,358)	8,888,000
Depreciation & Amortization	0	- 0	(837,948)	0.00%	0	837,948	(10,055,370)
Net Income	(3,196,447)	(4,952,678)	6,470	-76,550.35%	(1,756,231)	(4,959,148)	(1,471,913)

^{*} This report is based on an allocated budget, which is seasonally adjusted. At this time the DAA is at a positive variance budget vs actual of over 54k.

^{*} No CARES or CRSSA expense reimbursements have been requested in 2021.

^{*} The results of this report are expected to change slightly with audit adjustments as well as delayed revenue and expense postings due to COVID.

^{*} The largest variance from budget in revenues comes from a reduction in parking permits as well as state marketing grant recordings. Operating Revenue is \$4k under budget.

^{*} The largest variance from budget in expenses come from personnel costs as well as delays in accrued insurance expenses. Expenses are over \$54k under budget.

^{*} Non-operating income is down due to decreased PFC collections while expenses are down due budgeted line of credit interest which hasn't been utilized for a total positive

Duluth Airport Authority Z/I G Duluth A/R Aging Report As of March 9, 2021

Filters: Transaction Type (equal to Invoice, Payment, Credit Memo)

			<i>J</i>							*************************************	
CUSTOMER	TRANSACTION	TRANSACTION	TRANSACTION	DUE DATE	AGE	CURRENT	2/7/2021 - 3/8/2021 (30)	1/8/2021 - 2/6/2021 (60)	` ,	BEFORE 12/9/2020 (>90)	TOTAL
	TYPE	DATE	NUMBER	DATE		Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
Avis Rent A Car	Invoice	3/1/2021	7914	3/31/2021	8	\$0.00	\$2,209.27	\$0.00	\$0.00	\$0.00	\$2,209.27
Bemidji Aviation	Invoice	2/28/2021	7976	3/30/2021	9	\$0.00	\$788.39	\$0.00	\$0.00	\$0.00	\$788.39
BKR Investments DBA											
Ouluth Pack	Investor	2/1/2021	7801	3/3/2021	36	\$0.00	\$0.00	\$225.00	\$0.00	\$0.00	\$225.00
	Invoice	2/1/2021	7917	3/31/2021	8	\$0.00	\$225.00	\$0.00	\$0.00	\$0.00	\$225.00
	Invoice	3/1/2021	/91/	3/3 1/202 1	0			~			
Total - BKR Investments DBA Duluth Pack		•				\$0.00	\$225.00	\$225.00	\$0.00	\$0.00	\$450.00
Briden, Tom								•			
	Invoice	12/30/2020	7690	1/29/2021	69	\$0.00	\$0.00	\$0.00	\$125.00	\$0.00	\$125.00
	Invoice	3/1/2021	7958	3/31/2021	8	\$0.00	\$196.81	\$0.00	\$0.00	\$0.00	\$196.81
Total - Briden, Tom						\$0.00	\$196.81	\$0.00	\$125.00	\$0.00	\$321.81
Budget Rent A Car	Invoice	3/1/2021	7915	3/31/2021	8	\$0.00	\$1,483.63	\$0.00	\$0.00	\$0.00	\$1,483.63
Case, Ronald Jr.				1/10/0001		**		(0.450.00)		40.00	(*450.00)
	Credit Memo	1/19/2021	211	1/19/2021	49	\$0.00	\$0.00	,	\$0.00		(\$459.00)
	Payment	2/3/2021	6963	2/3/2021	34		\$0.00				(\$51.00)
Total - Case, Ronald Jr.						\$0.00	\$0.00	,	\$0.00		(\$510.00)
Chandler, Daniel	Payment	12/8/2020	6915	12/8/2020	91	\$0.00	\$0.00		\$0.00	•	(\$51.00)
Churchill, Sean	Invoice	3/1/2021	7956	3/31/2021	8	\$0.00	\$193.35	\$0.00	\$0.00	\$0.00	\$193.35
Cirrus Design Corporation		10/20/0000	7680	12/30/2020	69	\$0.00	\$0.00	\$0.00	\$140.19	\$0.00	\$140.19
	Invoice	12/30/2020							\$0.00		
	Invoice	1/14/2021	7770	1/14/2021	54				•		(\$1,579.75)
	Payment	2/18/2021	7081	2/18/2021	19		(\$1,579.75)				
	Invoice	3/1/2021	7916	3/1/2021	8						\$3,157.33
	Invoice	3/1/2021	7985	3/1/2021	8						\$8,784.43
7 m ² ch m ² ch m m m m m m m m m m m m m m m m m m	Invoice	3/1/2021	7984	3/1/2021	8	~~~~~~~					\$7,405.51
Total - Cirrus Design Corporation						\$0.00	\$17,767.52	\$36,670.01	\$140.19	\$0.00	\$54,577.72
City of Duluth											
	Invoice	2/1/2021	7824	3/3/2021	36						\$1,645.57
	Payment	3/1/2021	7076	3/1/2021	. 8	·	,				(\$375.00)
	Invoice	3/1/2021	7938	3/31/2021	8	\$0.00	\$1,645.57	\$0.00	\$0.00	\$0.00	\$1,645.57
	Payment	3/1/2021	7077	3/1/2021	8	\$0.00	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)
							, ,				

Total - City of Duluth	CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT Open	3/0/2021 (30)	1/8/2021 - 2/6/2021 (60)	12/9/2020 - 1/7/2021 (90)	BEFORE 12/9/2020 (>90)	TOTAL
Demoty Process		· · · · —	DATE	NOMBLK				Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
DATM LLC Invoice 1/31/2021 7987 3/2/2021 37 \$0.00 \$30.00 \$21.00 \$0.00 \$0.00 \$21.00 \$21.00 \$0.00 \$21.00							\$0.00	\$1,020.57	\$1,645.57	\$0.00	\$0.00	\$2,666.14
Perima	, ,								\$0.00	\$0.00	\$0.00	\$29.59
Invoice Invo		Invoice	1/31/2021	7987	3/2/2021	37	\$0.00	\$0.00	\$21.00	\$0.00	\$0.00	\$21.00
Payment 2/9/2021 7009 2/9/2021 28 30.00 \$5.375.34] \$0.00 \$0.00 \$0.00 \$0.00 \$0.075.375.34] \$0.00 \$0	Delta Airlines	laura la r	414510004	7770								
Invoice 2/18/2021 7899 3/30/2021 19 50.00 \$52,112.28 50.00 \$0.00 \$50.00		_				53	\$0.00	\$0.00	\$0.16	\$0.00	\$0.00	\$0.16
Total - Delta Airlines		•			2/9/2021	28	\$0.00	(\$5,375.34)	\$0.00	\$0.00	\$0.00	(\$5,375.34)
Total - Delta Airlines					3/30/2021	19	\$0.00	\$62,112.28	\$0.00	\$0.00	\$0.00	\$62,112.28
Invoice	n are see an too har and point the half side only long and still part all part are just just had you you wan we get	Invoice	2/22/2021	7908	3/30/2021	15	\$0.00	\$16,471.02	\$0.00	\$0.00	\$0.00	\$16,471.02
Invoice 1/1/2021 7712 1/31/2021 67 \$0.00 \$0.00 \$0.00 \$126.33 \$0.00 \$126.33 \$1.00 \$126.33 \$1.00 \$126.33 \$1.00						0004 00 00 00 00 10 10 44 page	\$0.00	\$73,207.96	\$0.16	\$0.00	\$0.00	\$73,208.12
Invoice 2/1/2021 7815 3/3/2021 36 \$0.00 \$126.33 \$0.00 \$10.00 \$126.33 \$0.00 \$126.33 \$1.00 \$1.00 \$126.33 \$1.00	Divine Carriers	Invoice	1/1/2021	7719	1/21/2021	67	00.00	#0.00	# 0.00		•••	
Total - Divine Carriers												
State Divine Carriers											\$0.00	\$126.33
Donald J. Trump for President, Inc. Invoice 9/30/2020 7431 9/30/2020 160 \$0.00 \$0.00 \$0.00 \$0.00 \$15,000.00 \$15	Tatal Diving Continu	invoice	3/1/2021	7932	3/31/2021	8			\$0.00	\$0.00	\$0.00	\$126.33
President, Inc. Invoice 3/2/2021 7966 4/1/2021 7 \$0.00 \$2,025.00 \$0.		Investor	0/00/0000	7404	0/00/000					\$126.33	\$0.00	\$378.99
Development Authority Duluth Hangar, LLC Invoice 3/1/2021 7941 3/31/2021 8 \$0.00 \$734.50 \$0.00 \$0.00 \$0.00 \$70.00 \$734.50 \$70.00 \$734.50 \$70.00 \$734.50 \$70.00 \$734.50 \$70.00 \$734.50 \$70.00 \$734.50 \$70.00	President, Inc.	Invoice	9/30/2020	7431	9/30/2020	160	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
Enbridge Energy, Inc. Invoice 12/15/2020 7627 1/14/2021 84 \$0.00		Invoice	3/2/2021	7966	4/1/2021	7	\$0.00	\$2,025.00	\$0.00	\$0.00	\$0.00	\$2,025.00
Enbridge Energy, Inc. Invoice 12/15/2020 7627 1/14/2021 84 \$0.00	•	Invoice	3/1/2021	7941	3/31/2021	8	\$0.00	\$734.50	\$0.00	\$0.00	\$0.00	\$734.50
Invoice 12/15/2020 7646 1/14/2021 84 \$0.00 \$0.00 \$0.00 \$1,200.00 \$0.00 \$1,200.00 \$3,200.00 \$1,200.00 \$3,200.00 \$1,200.00 \$3,200.00 \$1,200.00 \$3,200.00 \$1,200.00 \$3,200.00 \$1,200.00 \$3,200.00 \$1,000.00 \$3,200.00 \$1,000.00 \$3,200.00 \$1,000.00	Enbridge Energy, Inc.											
Total - Embridge Energy, Inc. S0.00 S0.0		Invoice	12/15/2020	7627	1/14/2021	84	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00
Inc. FeraDyne Outdoors Invoice 12/15/2020 7648 1/14/2021 84 \$0.00 \$0.00 \$0.00 \$1,000.00 \$0.00 \$1,000.00		Invoice	12/15/2020	7646	1/14/2021	84	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00
Ferrari, Matt							\$0.00	\$0.00	\$0.00	\$3,200.00	\$0.00	\$3,200.00
Ferrari, Matt Payment 1/8/2021 6901 1/8/2021 60 \$0.00	FeraDyne Outdoors	Invoice	12/15/2020	7648	1/14/2021	84	\$0.00	\$0.00	\$0.00	\$1,000,00	\$0.00	\$1,000.00
General Services Administration Goritchan Boris Invoice 10/15/2018 4123 11/14/2018 876 \$0.00 \$0.00 \$0.00 \$0.00 \$129.00 \$129.00 \$129.00 \$129.00 \$10/15/2018 \$1/16/2019 4538 2/15/2019 783 \$0.00	Ferrari, Matt	Payment	1/8/2021	6901	1/8/2021	60	\$0.00	\$0.00	(\$153.00)			
Invoice 10/15/2018 4123 11/14/2018 876 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$129.		Invoice	3/1/2021	7935	3/31/2021	8	\$0.00	\$4,818.05	\$0.00	\$0.00		
Invoice 1/16/2019 4538 2/15/2019 783 \$0.00 \$0.00 \$0.00 \$0.00 \$60.00 \$60.00 \$60.00	Goritchan Boris											
Invoice 1/16/2019 4538 2/15/2019 783 \$0.00 \$0.00 \$0.00 \$0.00 \$60		Invoice	10/15/2018	4123	11/14/2018	876	\$0.00	\$0.00	\$0.00	\$0.00	\$129.00	\$129.00
Invoice 10/22/2019 5858 11/21/2019 504 \$0.00 \$0.00 \$0.00 \$0.00 \$150.00 \$150.00 \$150.00		Invoice	1/16/2019	4538	2/15/2019	783	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	
Invoice 1/17/2020 6291 2/16/2020 417 \$0.00 \$0.00 \$0.00 \$0.00 \$180.		Invoice	10/22/2019	5858	11/21/2019	504	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	
Invoice 2/29/2020 6606 3/30/2020 374 \$0.00 \$0.00 \$0.00 \$0.00 \$120.00 \$120.00 \$120.00		Invoice	1/17/2020	6291	2/16/2020	417	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00	
Invoice 4/9/2020 6735 5/9/2020 334 \$0.00 \$0.00 \$0.00 \$0.00 \$60.0		Invoice	2/29/2020	6606	3/30/2020	374	\$0.00					
Invoice 7/13/2020 7063 8/12/2020 239 \$0.00 \$0.00 \$0.00 \$0.00 \$180.00 \$		Invoice	4/9/2020	6735	5/9/2020	334	\$0.00	\$0.00			•	
Total - Goritchan Boris Grimsbo, Gerald Invoice 2/10/2020 6437 3/11/2020 393 \$0.00 \$0.00 \$0.00 \$0.00 \$412.00 \$412.00 Hagberg, Rick Invoice 3/1/2021 7952 3/31/2021 8 \$0.00 \$193.35 \$0.00 \$0.00 \$0.00 \$193.35 Hall John Invoice 3/1/2021 7919 3/31/2021 8 \$0.00 \$272.96 \$0.00 \$0.00 \$0.00 \$272.96		Invoice	7/13/2020	7063	8/12/2020							
Grimsbo, Gerald Invoice 2/10/2020 6437 3/11/2020 393 \$0.00 \$0.00 \$0.00 \$0.00 \$412.00 \$412.00 \$412.00 \$412.00 \$412.00 \$10.	Total - Goritchan Boris					*** ** ** ** ** ** **						
Hagberg, Rick Invoice 3/1/2021 7952 3/31/2021 8 \$0.00 \$193.35 \$0.00 \$0.00 \$193.35 Hall John Invoice 3/1/2021 7919 3/31/2021 8 \$0.00 \$272.96 \$0.00 \$0.00 \$272.96		Invoice	2/10/2020	6437	3/11/2020	393						
Hall John Invoice 3/1/2021 7919 3/31/2021 8 \$0.00 \$272.96 \$0.00 \$0.00 \$0.00 \$272.96	Hagberg, Rick											
Harris Melicas Harris 40/0/0000 TEST	Hall John	Invoice										
	Harris, Melissa	Invoice	12/2/2020	7595								\$102.00

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	Open	2/7/2021 - 3/8/2021 (30) Open	1/8/2021 - 2/6/2021 (60) Open	12/9/2020 - 1/7/2021 (90) Open Balance	BEFORE 12/9/2020 (>90) Open Balance	TOTAL Open
Hartwick, Adele	Invoice	12/15/2020	7631	1/14/2021	84	Balance \$0.00	Balance \$0.00	Balance \$0.00	\$2,000.00	\$0.00	Balance \$2,000.00
Hatfield, Dan	invoice	12/13/2020	7031	1/14/2021	04	φ0.00	φυ.υυ	\$0.00	φ2,000.00	φ0.00	φ2,000.00
natheid, ban	Invoice	2/1/2021	7836	3/3/2021	36	\$0.00	\$0.00	\$193.35	\$0.00	\$0.00	\$193.35
	Invoice	3/1/2021	7949	3/31/2021	8		\$193.35	\$0.00	\$0.00	\$0.00	\$193.35
Total Uatfield Dan		0/1/2021				\$0.00	\$193.35	\$193.35	\$0.00	\$0.00	\$386.70
Total - Hatfield, Dan Hermantown Hydraulics	Invoice	3/1/2021	7940	3/31/2021	8		\$639.58	\$0.00	\$0.00	\$0.00	\$639.58
Hertz-Overland West	invoice	0/1/2021	7340	3/3/1/2021	O	ψ0.00	Ψ000.00	Ψ0.00	ψ0.00	ψ0.00	Ψ000.00
Heliz-Overland West	Payment	10/14/2020	6598	10/14/2020	146	\$0.00	\$0.00	\$0.00	\$0.00	(\$5.44)	(\$5.44)
	Invoice	3/1/2021	7920	3/31/2021	8	\$0.00	\$1,472.37	\$0.00	\$0.00	\$0.00	\$1,472.37
Total - Hertz-Overland West	HIVOICE	3/1/2021	1920	3/3 //2021		\$0.00	\$1,472.37	\$0.00	\$0.00		\$1,466.93
Hillman Colin	Invoice	3/1/2021	7962	3/31/2021	8	\$0.00	\$240.00	\$0.00	\$0.00	\$0.00	\$240.00
Hughes, Timothy	Payment	12/22/2020	6820	12/22/2020	77		\$0.00	\$0.00	(\$663.00)		(\$663.00)
Hydro Solutions, Inc.	Invoice	3/1/2021	7921	3/31/2021	8		\$3,466.75	\$0.00	\$0.00		\$3,466.78
Informa	Invoice	12/15/2020	7633	1/14/2021	84		\$0.00	\$0.00	\$2,000.00		\$2,000.00
Ingebrigtson, Kyle	Payment	1/25/2021	6995	1/25/2021	43	\$0.00	\$0.00	(\$612.00)	\$0.00	\$0.00	(\$612.00
Jay Anne	Payment	2/3/2021	6976	2/3/2021	34	\$0.00	\$0.00	(\$357.00)	\$0.00	\$0.00	(\$357.00
Johnson, Richard	Invoice	3/1/2021	7946	3/31/2021	8	\$0.00	\$443.70	\$0.00	\$0.00	\$0.00	\$443.70
Johnston, Paul	Invoice	3/1/2021	7957	3/31/2021	8	\$0.00	\$193.35	\$0.00	\$0.00	\$0.00	\$193.3
Kern & Kompany	Invoice	9/21/2020	7319	10/21/2020	169	\$0.00	\$0.00	\$0.00	\$0.00	\$65.00	\$65.00
Krom, Justin	Payment	1/25/2021	6994	1/25/2021	43	\$0.00	\$0.00	(\$612.00)	\$0.00	\$0.00	(\$612.00
Lake Country Air, LLC											
	Invoice	2/1/2021	7848	3/3/2021	36	\$0.00	\$0.00	\$455.00	\$0.00	\$0.00	\$455.00
	Invoice	3/4/2021	7981	4/3/2021	5	\$0.00	\$198.92	\$0.00	\$0.00	\$0.00	\$198.92
Total - Lake Country Air, LLC						\$0.00	\$198.92	\$455.00	\$0.00	\$0.00	\$653.92
Lake Superior Helicopter	rs										
•	Invoice	6/1/2020	6903	7/1/2020	281	\$0.00	\$0.00	\$0.00	\$0.00	\$643.06	\$643.0
	Invoice	6/1/2020	6930	7/1/2020	281	\$0.00	\$0.00	\$0.00	\$0.00	\$887.40	\$887.4
	Invoice	7/1/2020	7023	7/31/2020	251	\$0.00	\$0.00	\$0.00	\$0.00	\$887.40	\$887.4
	Invoice	7/1/2020	6996	7/31/2020	251	\$0.00	\$0.00	\$0.00	\$0.00	\$643.06	\$643.0
	Invoice	8/4/2020	7143	9/3/2020	217	\$0.00	\$0.00	\$0.00	\$0.00	\$887.40	\$887.4
	Invoice	8/4/2020	7115	9/3/2020	217	\$0.00	\$0.00	\$0.00	\$0.00	\$643.06	\$643.0
	Invoice	2/28/2021	7990	3/30/2021	ç	\$0.00	\$404.96	\$0.00	\$0.00	\$0.00	\$404.9
	Invoice	3/1/2021	7923	3/31/2021	8	\$0.00	\$887.40	\$0.00	\$0.00	\$0.00	\$887.4
	Invoice	3/1/2021	7922	3/31/2021	8	\$0.00	\$650.42	\$0.00	\$0.00	\$0.00	\$650.42
Total - Lake Superior Helicopters		THE STORM AND	100, 100, 101, 101, 101, 101, 101, 101,	en van namer sen van ser het hie sele ste die sel sen se		\$0.00	\$1,942.78	\$0.00	\$0.00	\$4,591.38	\$6,534.1
Lehto, Randy Love Creamery	Payment	12/29/2020	6806	12/29/2020	70	\$0.00	\$0.00	\$0.00	(\$612.00)	\$0.00	(\$612.00
	Payment	9/28/2020	6501	9/28/2020	162	2 \$0.00	\$0.00	\$0.00	\$0.00	(\$60.00)	(\$60.00

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	Open	2/7/2021 - 3/8/2021 (30) Open	1/8/2021 - 2/6/2021 (60) Open	12/9/2020 - 1/7/2021 (90) Open Balance	BEFORE 12/9/2020 (>90) Open Balance	TOTAL Open
	Invoice	3/1/2021	7063	3/31/2021	8	Balance \$0.00	Balance \$30.00	Balance			Balance \$30.00
W-4-1 I Out many	Invoice	3/1/2021	7963	3/31/2021	Ŏ		\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
Total - Love Creamery	Daymant	0/0/0001	6092	2/3/2021	24	\$0.00 \$0.00	\$30.00 \$0.00	\$0.00 (\$396.70)	\$0.00	(\$60.00)	(\$30.00)
M & M Light Transport	Payment	2/3/2021 1/15/2021	6982 7785	2/14/2021	34 53	\$0.00	\$0.00	(\$386.70) \$50.00	\$0.00 \$0.00	\$0.00 \$0.00	(\$386.70) \$50.00
Magaard, Diana Maurices, Inc.	Invoice Invoice	3/8/2021	7986	4/7/2021	1	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00
Mika, Paul	Payment	1/12/2021	6993	1/12/2021	56	\$0.00	\$0.00	(\$612.00)	\$0.00	\$0.00	(\$612.00)
Miner's Outdoor Adventures,	-	1/19/2021	6925	1/19/2021	49	\$0.00	\$0.00	(\$15.70)	\$0.00	\$0.00	(\$15.70)
Minnesota Power											
	Invoice	2/1/2021	7809	3/3/2021	36	\$0.00	\$0.00	\$446.18	\$0.00	\$0.00	\$446.18
	Payment	2/16/2021	7051	2/16/2021	21	\$0.00	(\$446.18)	\$0.00	\$0.00	\$0.00	(\$446.18)
	Invoice	3/1/2021	7926	3/31/2021	8	\$0.00	\$446.18	\$0.00	\$0.00	\$0.00	\$446.18
Total - Minnesota Power						\$0.00	\$0.00	\$446.18	\$0.00	\$0.00	\$446.18
Monaco Air Duluth	Invoice	1/1/2021	7708	1/31/2021	67	\$0.00	\$0.00	\$0.00	\$1,967.61	\$0.00	\$1,967.6°
	Invoice	1/31/2021	7968	3/2/2021	37	\$0.00	\$0.00	\$6,283.80	\$0.00	\$0.00	\$6,283.80
	Invoice	2/1/2021	7811	3/3/2021	36	\$0.00	\$0.00	\$1,967.61	\$0.00	\$0.00	\$1,967.6
	Invoice	2/1/2021	7810	3/3/2021	36	\$0.00	\$0.00	\$3,830.74		\$0.00	\$3,830.7
•	Invoice	3/1/2021	7928	3/31/2021	8	\$0.00	\$1,967.61	\$0.00		•	\$1,967.6
	Invoice	3/1/2021	7927	3/31/2021	8	\$0.00	\$3,830.74	\$0.00			\$3,830.7
Total - Monaco Air Duluth Mountain Air Cargo						\$0.00	\$5,798.35			\$0.00 \$0.00	
mountain An Gargo	Invoice	2/1/2021	7812	3/3/2021	36	\$0.00	\$0.00	\$1,549.68	\$0.00	\$0.00	\$1,549.68
	Invoice	3/1/2021	7929	3/31/2021	8	\$0.00	\$1,549.68	\$0.00	\$0.00	\$0.00	\$1,549.68
Total - Mountain Air Cargo	James de las de				100 TO AN TO AN AN AN AN	\$0.00	\$1,549.68	\$1,549.68	\$0.00	\$0.00	\$3,099.3
Northland Constructors, Inc.	Invoice	3/1/2021	7930	3/31/2021	8	\$0.00	\$181.50				\$181.50
Oakwells CR, LLC	Invoice	1/31/2021	7882	3/13/2021	37	\$0.00	\$0.00	\$874.48	\$0.00	\$0.00	\$874.4
	Payment	3/3/2021	7089	3/3/2021	6	\$0.00					(\$0.08
Total - Oakwells CR, LLC		ar arms an ar	M. Markel, S.M., and Sand and press press rate war and and and see see the			\$0.00	(\$0.08)			~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	\$874.40
Oltman Robert	Payment	12/17/2020	6793	12/17/2020	82						(\$612.00
Opack Matthew Jr.	Invoice	3/1/2021	7959	3/31/2021	8	\$0.00			,		\$196.8
Padden Geary	Payment	2/9/2021	7006	2/9/2021	28	\$0.00	(\$612.00)	\$0.00	\$0.00	\$0.00	(\$612.00
Palmer, John	Invoice	3/1/2021	7960	3/31/2021	8	\$0.00	\$196.81	\$0.00	\$0.00	\$0.00	\$196.8
Parthe, Lance											
	Invoice	2/1/2021	7834	3/3/2021	36	\$0.00	\$0.00	\$250.35	\$0.00	\$0.00	\$250.3
	Invoice	3/1/2021	7948	3/31/2021	8	\$0.00	\$250.35	\$0.00	\$0.00	\$0.00	\$250.3
Total - Parthe, Lance				no are proceed that the last last last last last last last last		\$0.00	\$250.35	\$250.35	\$0.00	\$0.00	\$500.7
Payne, Robert	Invoice	3/1/2021	7944	3/31/2021	8	\$0.00	\$250.35	\$0.00	\$0.00	\$0.00	\$250.3
Peterson, Kevin	Payment	1/11/2021	6902	1/11/2021	57	\$0.00	\$0.00	(\$612.00)	\$0.00	\$0.00	`(\$612.00

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT Open Balance	2/7/2021 - 3/8/2021 (30) Open Balance	1/8/2021 - 2/6/2021 (60) Open Balance	12/9/2020 - 1/7/2021 (90) Open Balance	BEFORE 12/9/2020 (>90) Open Balance	TOTAL Open Balance
QMS, INC.											
,	Invoice	10/31/2020	7782	11/30/2020	129	\$0.00	\$0.00	\$0.00	\$0.00	\$25.68	\$25.68
	Invoice	11/30/2020	7783	12/30/2020	99	\$0.00	\$0.00	\$0.00	\$0.00	\$14.83	\$14.83
	Invoice	12/31/2020	7784	1/30/2021	68	\$0.00	\$0.00	\$0.00	\$27.60	\$0.00	\$27.60
	Invoice	2/1/2021	7814	3/3/2021	36	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$250.00
	Invoice	2/11/2021	7885	3/13/2021	26	\$0.00	\$397.69		\$0.00	\$0.00	\$397.69
	Invoice	3/1/2021	7931	3/31/2021	8	\$0.00	\$250.00		\$0.00	\$0.00	\$250.00
Total - QMS, INC.						\$0.00	\$647.69		\$27.60	\$40.51	\$965.80
Rasier, LLC	Payment	3/9/2021	7118	3/9/2021	0	(\$151.50)			\$0.00	\$0.00	(\$151.50)
Rathbun, David	Invoice	3/1/2021	7951	3/31/2021	8	\$0.00	\$193.35	\$0.00	\$0.00	\$0.00	\$193.35
Reabe, Troy	Invoice	3/1/2021	7954	3/31/2021	8	\$0.00	\$193.35	\$0.00	\$0.00	\$0.00	\$193.35
Rehabilitation Counselors, Inc.	Payment	8/19/2019	5002	8/19/2019	568	\$0.00	\$0.00	\$0.00	\$0.00	(\$75.00)	(\$75.00)
RS&H	Invoice	3/1/2021	7942	3/31/2021	8				\$0.00		\$2,067.56
Safstrom Jon	Payment	3/3/2021	7092	3/3/2021	6	•					(\$320.00)
Saran, Rajiv	Payment	12/17/2020	6798	12/17/2020		•					(\$153.00)
Sayles Gregory & Karen	Invoice	12/15/2020	7644	1/14/2021	84	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00
Security Jewelers		-////	7000	0.10.10.00.4		00.00	# 0.00	****	#0.00	* 0.00	* 050.00
	Invoice	2/1/2021	7829	3/3/2021	36	•					\$250.00
n an sk de sk	Invoice	3/1/2021	7943	3/31/2021	8	\$0.00					\$250.00
Total - Security Jewelers						\$0.00					\$500.00
Stevens, Mike	Invoice	3/1/2021	7953	3/31/2021	8	•					\$193.35
Sydow Dan	Invoice	3/1/2021	7947	3/31/2021	8	\$0.00	\$250.35	\$0.00	\$0.00	\$0.00	\$250.35
The Landline Company							4		**		
	Invoice	1/1/2021	7704	1/31/2021	67						\$3,550.14
	Invoice	2/1/2021	7807	3/3/2021	-36	•					\$3,550.14
	Invoice	2/9/2021	7862	3/11/2021	28	\$0.00			\$0.00	\$0.00	\$533.00
	Invoice	2/9/2021	7863	3/11/2021	28	\$0.00	\$471.00	\$0.00	\$0.00	\$0.00	\$471.00
	Invoice	2/28/2021	7995	3/30/2021	9	\$0.00	\$373.00	\$0.00	\$0.00	\$0.00	\$373.00
	Invoice	3/1/2021	7924	3/31/2021	8	\$0.00	\$3,550.14	\$0.00	\$0.00	\$0.00	\$3,550.14
Total - The Landline Company				and desire was the real and real test that they have seen		\$0.00	\$4,927.14	\$3,550.14	\$3,550.14	\$0.00	\$12,027.42
Thorne, Joe	Invoice	12/1/2020	7586	12/31/2020	98	\$0.00	\$0.00	\$0.00	\$0.00	\$147.00	\$147.00
Toivola, Kevin	Payment	12/17/2020	6800	12/17/2020	82				,		(\$612.00)
Torgerson, Matthew	Invoice	7/15/2019	5413	8/14/2019	603	,					\$60.00
Transportation Security Administration	Invoice	3/5/2021	7982	4/4/2021	4						\$7,714.67
unifi	Invoice	12/30/2020	7691	1/29/2021	69	\$0.00	\$0.00	\$0.00	\$1,995.00	\$0.00	\$1,995.00
United Airlines											
	Invoice	3/3/2021	7975	4/2/2021	6						\$3,861.00
	Invoice	3/3/2021	7974	4/2/2021	6	\$0.00	\$15,770.52	2 \$0.00	\$0.00	\$0.00	\$15,770.52

CUSTOMER	TRANSACTION	TRANSACTION	TRANSACTION	DUE	AGE	CURRENT	2/7/2021 - 3/8/2021 (30)	1/8/2021 - 2/6/2021 (60)	12/9/2020 - 1/7/2021 (90)	BEFORE 12/9/2020 (>90)	TOTAL
	TYPE	DATE	NUMBER	DATE	AGE	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
Total - United Airlines	eren (1) der pl. eren eren er gener (ren), den er er an Amerikaan beref einen er eren kan beten eren er eren e	Link Committee and a state of conformation and a special production of the state of the color for the state of the st	d Camerican Camerican International Sensitiva Sensitiva de a pleasible et pleasible de la force communication	en excellente de constant de mail en entre al men dem dem	ah usaaki mesidan Jaaki ena kasil sen	\$0.00	\$19,631.52	\$0.00	\$0.00	\$0.00	\$19,631.52
Weeks, Christopher G	Payment	12/8/2020	6916	12/8/2020	91	\$0.00	\$0.00	\$0.00	\$0.00	(\$663.00)	(\$663.00)
Werpy, Jonas	Invoice	12/30/2020	7689	1/29/2021	69	\$0.00	\$0.00	\$0.00	\$125.00	\$0.00	\$125.00
Williams, Ron	Invoice	3/1/2021	7955	3/31/2021	8	\$0.00	\$193.35	\$0.00	\$0.00	\$0.00	\$193.35
Total						(\$151.50)	\$158,767.18	\$54,769.00	\$15,604.87	\$20,442.45	\$249,432.00

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DULUTH AIRLINE STATISTICS ALL SCHEDULED AIRLINES

										2020/2021			
	ENPLANE	MENTS		DEI	PLANEMEN	ITS	TOTAL	PASSENGE	RS	PASS. INC	REASE/DI	ECREASE	
MONTH	2019	2020	2021	2019	2020	2021	2019	2020	2021	ORIG	% DIFF	TOTAL	% DIFF
JAN	9,589	12,946	5,183	8,729	11,437	4,677	18,318	24,383	9,860	(7,763)	(59.96)	(14,523)	(59.56)
FEB	8,663	12,774	5,182	8,229	12,337	5,041	16,892	25,111	10,223	(7,592)	(59.43)	(14,888)	(59.29)
MAR	12,498	7,703	-	12,124	8,842	_	24,622	16,545	10 THE R. P.				
APR	11,429	577	-	11,631	666	-	23,060	1,243		Barrier I	ELL LI		
MAY	12,376	849	-	12,744	638	-	25,120	1,487	-		100		P
JUN	14,727	1,494		15,576	1,526	-	30,303	3,020	-			The Court	
JUL	16,096	3,121	-	16,016	3,327	-	32,112	6,448	_				
AUG	16,868	5,727	4	16,846	5,754	-	33,714	11,481	-				
SEP	15,070	5,664	-	13,676	5,666	- C-	28,746	11,330	_				7.32
OCT	15,224	5,652	-	14,568	5,059	* <u>-</u>	29,792	10,711	_				
NOV	12,461	4,418		12,341	4,349	<u> </u>	24,802	8,767	_				
DEC	12,850	4,449		13,649	4,533		26,499	8,982	_				
TOTAL	157,851	65,374	10,365	156,129	64,134	9,718	313,980	129,508	20,083	(15,355)	(59.70)	(29,411)	(59.43)

TOTALS WITH CHARTER INCLUDED

	Enplane	ements		Deplan	ements		
Month	2019	2020	2021	2019	2020	2021	Total
JAN	9,876	13,252	5,183	9,016	11,743	4,677	9,860
FEB	8,663	12,950	5,182	8,229	12,513	5,041	10,223
· MAR	12,818	7,703	-	12,444	8,842	-	- 1 C
APR	11,666	577	-	11,631	666	-	
MAY	12,687	849	-	13,234	638	7.12	-
JUN	14,895	1,494	- C	15,744	1,526	-	-
JUL	16,390	3,121	-	16,310	3,327	-	E
AUG	16,982	5,727	-	17,161	5,754	-	-
SEP	15,400	5,664	-	14,006	5,666	- 1	1
OCT	15,224	5,823	-	14,568	5,230	_	_
NOV	12,761	4,508		12,641	4,439		
DEC	12,850	4,449	_	13,649	4,533	-	-
Total	160,212	66,117	10,365	158,633	64,877	9,718	20,083

DULUTH AIRLINE STATISTICS DELTA AIRLINES

								4			2020/20	21	
	ENPLANEN	IENTS		DEP	LANEMENT	S	TOTAL	PASSENGE	RS	PASS. IN	ICREASE/D	ECREASE	
MONTH	2019	2020	2021	2019	2020	2021	2019	2020	2021	ORIG	%DIFF	TOTAL	%DIFF
JAN	5,402	6,698	3,814	5,053	6,026	3,629	10,455	12,724	7,443	(2,884)	(43.06)	(5,281)	(41.50)
FEB	4,281	6,401	3,916	4,082	6,244	3,890	8,363	12,645	7,806	(2,485)	(38.82)	(4,839)	(38.27)
MAR	7,153	3,973		7,108	4,777	30000	14,261	8,750	Call - 15	61115	11		
APR	6,867	331	100	6,882	438	414	13,749	769		7 7 8			
MAY	7,035	374	410 30	7,187	377		14,222	751	-				100
JUN	7,542	685	eren ere	7,706	680	100	15,248	1,365	-				10.00
JUL	8,748	2,122		8,648	2,277		17,396	4,399	-				N. S. C. S.
AUG	8,673	3,487	200	8,437	3,595	1000	17,110	7,082	-				
SEP	8,092	3,941	Tr. 100	7,389	3,908		15,481	7,849	-				
OCT	8,041	3,576	531-33	7,727	3,411		15,768	6,987	-				
NOV	7,409	3,000	F	7,427	2,985		14,836	5,985	-				4.0
DEC	6,911	3,029		7,131	3,131		14,042	6,160	-				
TOTAL	86,154	37,617	7,730	84,777	37,849	7,519	170,931	75,466	15,249	(5,369)	(40.94)	(10,120)	(39.89)

2021 Month	Non Rev	Revenue	2021 Non Rev	Revenue	Total
JAN	150	3,664	163	3,466	7,443
FEB	150	3,766	157	3,733	7,806
MAR)		
APR					
MAY			1		
JUN					
JUL					- 3
AUG					
SEP					
OCT					
NOV					
DEC					16 .7 3
Total	300	7,430	320	7,199	15,249

DULUTH AIRLINE STATISTICS UNITED AIRLINES

											2020/20	021	
	ENPLANE	MENTS		DEPL	ANEMENTS		TOTAL PA	SSENGERS		PASS. IN	CREASE/I	DECREASE	
MONTH	2019	2020	2021	2019	2020	2021	2019	2020	2021	ORIG	%DIFF	TOTAL	%DIFF
JAN	4,187	4,031	1,369	3,676	3,300	1,048	7,863	7,331	2,417	(2,662)	(66.04)	(4,914)	(67.03)
FEB	4,382	3,850	1,266	4,147	3,678	1,151	8,529	7,528	2,417	(2,584)	(67.12)	(5,111)	(67.89)
MAR	5,345	2,168		5,016	2,351		10,361	4,519					
APR	4,562	122		4,749	128		9,311	250	-1-	- 5 - F - 1	1000		
MAY	4,851	475	- 1	4,891	261		9,742	736					
JUN	5,271	809		5,653	846		10,924	1,655					900
JUL	5,109	999	10	5,093	1,050		10,202	2,049	-				
AUG	6,041	2,240		6,209	2,159		12,250	4,399					
SEP	5,215	1,723		4,798	1,758	in a second	10,013	3,481	-				
OCT	5,304	2,076	1 to 1 to 1 to 1	4,906	1,648		10,210	3,724	-				
NOV	3,345	1,418	THE FAME	3,159	1,364		6,504	2,782	-	1:			114
DEC	4,095	1,420	No. of the	4,469	1,402	4 (K)	8,564	2,822	-				
TOTAL	57,707	21,331	2,635	56,766	19,945	2,199	114,473	41,276	4,834	(5,246)	(66.58)	(10,025)	(67.46)

	2021		2021		
Month	Non Rev	Revenue	Non Rev	Revenue	Total
JAN	55	1,314	46	1,002	2,417
FEB	71	1,195	64	1,087	2,417
MAR		9			
APR		144	^		1164 5
MAY					
JUN			*		
JUL					
AUG					
SEP	4				
OCT					1.0
NOV					F-1-1-1
DEC					
Total	126	2,509	110	2,089	4,834

DULUTH AIRLINE STATISTICS AMERICAN AIRLINES

	ENPLANE	MENTS		DEDI	ANEMENTS		ΤΟΤΔΙ ΡΔ	SSENGERS		2020/2021 PASS. INCREASE/DECREASE			
MONTH		2020	2021	2019	2020	2021	2019	2020	2021	ORIG	%DIFF	TOTAL	%DIFF
JAN		2,217	1		2,111		=	4,328	-				
FEB		2,523			2,415		-	4,938	· ·				
MAR		1,562			1,714			3,276	-				
APR		124		g.	100			224	-				
MAY	490			666			1,156	~				7	to the second
JUN	1,914			2,217			4,131	-					
JUL	2,239			2,275			4,514	-					1000
AUG	2,154			2,200			4,354	-					100
SEP	1,763		4. Viet 1	1,489			3,252	-					
OCT	1,879			1,935			3,814	-					
NOV	1,707		- Fig	1,755			3,462	~					
DEC	1,844			2,049			3,893	-					
TOTAL	13,990	6,426	-	14,586	6,340	-	28,576	12,766	-	-		-	

	2021		2021		
Month	Non Rev	Revenue	Non Rev	Revenue	Total
JAN					34 . 7
FEB					
MAR					
APR					
MAY					-
JUN					-
JUL					-
AUG		14			-
SEP					-
OCT					-
NOV					-
DEC					-
Total	-	-	-	-	

DULUTH AIRLINE STATISTICS CHARTERS

	ENDLA	NEMENTO		DEDI.	NEMENTO		TOTAL B	ASSENGE	:DC	DASS I		/2021 /DECREAS	=
1 1		NEMENTS.		The state of the s	NEMENTS								
MONTH	2019	2020	2021	2019	2020	2021	2019	2020	2021	ORIG	% DIFF	TOTAL	% DIFF
JAN	287	. 306		287	306		574	612	-	(306)	(100.00)	(612)	(100.00)
FEB	-	176		-	176		-	352		(176)	(100.00)	(352)	(100.00)
MAR	320	-		320			640	- '		11 11			
APR	237	· -	and the	-	-		237	-	-5-40				
MAY	311	-	Service All	490	-	enten	801	-	1 2 3			7	
JUN	168	-		168	-		336	_					
JUL	294			294		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	588	-	3 -			7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	J1924
AUG	114			315		F-3 10 11	429	-	E-1	57.5%		EL CO	0.003
SEP	330	-		330	-		660		4				20 x 3
OCT	-	171		-	171		-	342					
NOV	300	90	The First	300	90		600	180					
DEC	-	-	1000	.=	_		-	-			11	1 -	112411
TOTAL	2,361	743	_	2,504	743	-	4,865	1,486		(482)	(100.00)	(964)	(100.00)

Month	ATLAS	SUN CO.	JET BLUE	VISION	Swift Air	Allegiant	Total
JAN			7				
FEB	1						-
MAR							
APR							
MAY							500
JUN	Ī						
JUL							
AUG							
SEP							
OCT							
NOV							
DEC							
Total	-	-		-	-	-	-

2021 Landline Passengers

W.		Arrivals		D	eparture	s			
	Revenue	Non-Rev	<u>Total</u>	Revenue	Non-Rev	<u>Total</u>	Grand Total	<u>2020 Total</u>	Inc /Dec
January	206	7	213	265	23	288	501	1979	-1478
February	154	10	164	219	8	227	391	1161	-770
March									
April									
May									
June									
July									
August									
September									
October			(0)					(90)	
November									
December									
	360	17	377	484	31	515	892	3140	-2248